



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

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



Thursday ~ October 20, 2016 at 7:00 PM

**Mayor – Christopher Fielder  
Place 1 – Andrea Navarrette  
Place 2 – Michelle Stephenson  
Place 3 – Shanan Shepherd**

**Place 4 – Ron Abruzzese (Mayor Pro Tem)  
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:
4. Citizen Comments: Three (3) minutes allowed per speaker  
*Please turn in speaker request form before the meeting begins*
5. Introduction of Arturo Lomeli, Principal at Tom Glenn High School
6. Recognition of Karen Thompson for her generous contribution of historical artifacts to the City of Leander
7. Presentation of trunks from Colonel Charles C. Mason's 1850's wagon train journey from North Carolina to Bagdad, Texas
8. Recognition of Virginia Naumann for service on the Leander TIRZ Board
9. Proclamation declaring November 2016 as "Alzheimer's Disease Awareness Month" in the City of Leander  
*Sponsored by Council Member Navarrette*
10. Proclamation declaring November 2016 as "National Family Caregiver Awareness Month" in the City of Leander  
*Sponsored by Council Member Navarrette*

**CONSENT AGENDA: ACTION**

11. Approval of the minutes: October 11, 2016
12. A Resolution of the City Councils of the Cities of Cedar Park, Leander and Liberty Hill, Texas expressing their Support for the Law Enforcement Officers Serving our Cities, the State, and the United States

**PUBLIC HEARING: ACTION**

13. **Public Hearing** on Zoning Case 16-Z-022: Consider a zoning change of 11.0959 acres, more or less, for the property located at 6301 N. Bagdad Road from SFU-2-B, Single Family Urban to SFL-2-A, Single Family Limited and SFL-2-B, Single Family Limited, Leander, Williamson County, Texas  
*Applicant: Randal Jones & Associates (Amy Little) on behalf of Richard A. Alley Estate*

**Action** on Zoning Case 16-Z-022: a zoning change of 11.0959 acres, more or less, for the property located at 6301 N. Bagdad Road from SFU-2-B, Single Family Urban to SFL-2-A, Single Family Limited and SFL-2-B, Single Family Limited, Leander, Williamson County, Texas

## REGULAR AGENDA

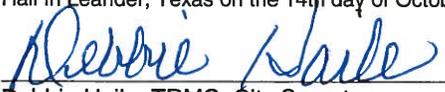
14. Second Reading of an Ordinance on Zoning Case 16-Z-006: a zoning change for 50.615 acres, more or less, generally located to the west of the intersection of Crystal Falls Parkway and Lakeline Blvd., more specifically to the west of the Fairways at Crystal Falls, Section 5 from SFS-2-B, Single Family Suburban to PUD, Planned Unit Development with a base zoning district of SFS-2-A, Single Family Suburban, Leander, Travis County, Texas
15. Consider authorization to move public hearing on the issuance of combination tax and revenue certificates of obligation in an aggregate principal amount not to exceed \$20,000,000 and action on the certificates to November 3, 2016
16. Consider Ordinance amending Appendix A, Leander Code of Ordinances, Sections A1.004 – Park and Recreation Fees; A1.005 – Golf Course Fees; and Section A3.004 – Building Permits and Inspections
17. Consider authorizing Award of Bid for twenty-two (22) vehicles for \$652,513.77 from Mac Haik Ford in Georgetown, Texas, Caldwell County Chevy in Caldwell, Texas, Randall Reed's Prestige Ford in Garland, Texas and Grapevine Dodge Chrysler Jeep in Grapevine, Texas
18. Consider Automatic Aid Agreement between the City of Leander and Travis County Emergency Services District #1 for fire service responses
19. Consider Award of Construction Contract for Contract Award for Right Turn Lane for Eastbound Crystal Falls Parkway at U.S. Hwy. 183
20. Consider Amendment to Task Order HCI-2014-01 and Task Order HCI-2015-2 with Haynie Consulting, Inc. for Professional Services for East Crystal Falls Right Turn Lane Project
21. Consider Variance to Construction Noise Ordinance for Johnston Industries, Inc. to allow for Early Morning Concrete Pour for the Gateway Lot 11 Project site for the Petco and Goodwill Stores
22. Consider Standard Professional Services Agreement and Task Order LEI-1 with Lockwood Engineers, Inc. for professional services for Brushy Street Water Line Improvements
23. Consider First Amendment to the Wastewater Service Agreement between City of Round Rock and the City of Leander
24. Consider approval of Information Technology Storage and Network Equipment purchase available from Texas Department of Information Resources (DIR) Co-Op Contracts in the amount of \$169,377
25. Consider approval of Dell Employee Workstations purchase from Texas Department of Information Resources (DIR) Co-Op Contract in the amount of \$81,600.00
26. Consider Resolution requesting the CTRMA partner with Williamson County and Williamson County Cities by way of engagement financially and staffing
27. Water Use and Supply Update
28. Consider nominations and appointments to the following Boards or Commissions:
  - a) Planning & Zoning Commission
29. Council Member Closing Statements

## EXECUTIVE SESSION

30. Convene into executive sessions pursuant to Section 551.087, Texas Government Code, to deliberate the offer of financial or other incentives with a business prospect the City seeks to have locate, stay, or expand in the City
31. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the offer of financial or other incentives with a business prospect the City seeks to have locate, stay or expand in the City
32. 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 14th day of October, 2016 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code

  
Debbie Haile, TRMC, City Secretary



# PROCLAMATION

**WHEREAS**, the ten-county Capital Area Council of Governments (CAPCOG) is home to more than 314,837 citizens age 60 years or older; and,

**WHEREAS**, Alzheimer's disease (AD) affects over 350,000 individuals across Texas; and,

**WHEREAS**, a new person develops AD every 66 seconds, and current projections indicate that this rate will increase to one new case every 33 seconds by 2050; and,

**WHEREAS**, in 2015, 1.4 million unpaid caregivers across Texas provided support to 350,000 individuals with AD. This totals 1.5 billion hours of unpaid care at a cost of \$8.9 billion dollars; and,

**WHEREAS**, with early detection and diagnosis individuals can gain access to treatment medications and caregiver services which promote quality of life and planning for future support needs; and,

**WHEREAS**, the Capital Area Council of Governments continues to increase awareness of and promote strategies, services and supports to individuals with Alzheimer's disease and their caregivers as they manage the illness and control its impact on their lives; and,

**THEREFORE, BE IT RESOLVED**, that Mayor Fielder and the Leander City Council declare the month of November 2016 to be:

## “Alzheimer's Disease Awareness Month”

in the City of Leander to bring awareness to the programs and services for family caregivers and those they support who are living with Alzheimer's disease.

Signed this 20th day of October, 2016.

Attest:

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

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



# PROCLAMATION



WHEREAS, the ten-county Capital Area Council of Governments (CAPCOG) is home to more than 314,837 citizens age 60 years or older; and,

WHEREAS, 2.7 million family caregivers are the backbone of the Texas long-term care system, providing an estimated \$24.7 million worth of unpaid care each year; and,

WHEREAS, two out of 5 adults are family caregivers with 39% of all adult Americans caring for a loved one who have chronic conditions or a disability; and,

WHEREAS, the total estimated economic value of uncompensated care provided by the nation's family care givers surpassed total Medicaid spending (\$449 billion); and,

WHEREAS, increasing numbers of family caregivers provide care to wounded veterans who are suffering from traumatic brain injury, post-traumatic stress disorder, or other wounds and illnesses; and,

WHEREAS, almost half of family caregivers perform complex medical/nursing task for their loved one such as managing multiple medications, providing wound care, and operating specialized medical equipment; and,

WHEREAS, hands-on care and support provided by family caregivers may significantly delay placement in a long term care setting; and,

WHEREAS, the Capital Area Council of Governments continues its efforts to support caregivers with a wide array of services including education, in-home services, assistive devices, home modifications, long term planning to promote successful strategies for caregivers to better care for themselves as they care for others; and,

THEREFORE, BE IT RESOLVED, that Mayor Fielder and the Leander City Council declare the month of November 2016 to be:

## “National Family Caregiver Awareness Month”

in the City of Leander to bring awareness to the hours of uncompensated care provided by Family Caregivers throughout the CAPCOG region

Signed this 20th day of October, 2016.

Attest:

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

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



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

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



Tuesday ~ October 11, 2016 at 7:00 PM

**Mayor – Christopher Fielder  
Place 1 – Andrea Navarrette  
Place 2 – Michelle Stephenson  
Place 3 – Shanan Shepherd**

**Place 4 – Ron Abruzzese (Mayor Pro Tem)  
Place 5 – Jeff Seiler  
Place 6 – Troy Hill  
City Manager – Kent Cagle**

1. Open meeting, Invocation, Pledges of Allegiance  
**Mayor Fielder opened the meeting at 7:00 pm and welcomed those in attendance**  
**Council Member Shepherd delivered the invocation**
2. Roll Call  
**All present**  
**Council Member Hill arrived at 8:07 pm**
3. Staff Comments: Pat Womack, Public Works Director – Household Hazardous Waste Collection Event  
**Pat Womack, Public Works Director talked about the Hazardous Waste Cleanup Event on October 15, 2016**
4. Citizen Comments: Three (3) minutes allowed per speaker  
*Please turn in speaker request form before the meeting begins*  
**Gretchen Mickler – 1107 S. Gabriel Drive – asked for an amendment to transportation plan**
5. Recognition of:
  - a) Police Chief Greg Minton – named citizen of the year by the Greater Leander Chamber of Commerce  
**Mayor Fielder recognized Police Chief Greg Minton and congratulated him on being named Citizen of the Year by the Greater Leander Chamber of Commerce**
  - b) Fire Chief Bill Gardner – named Firefighter of the Year by the Central Texas Fireman's and Fire Marshall's Association  
**Mayor Fielder recognized Fire Chief Bill Gardner and congratulated him on being named Firefighter of the Year by the Central Texas Fireman's and Fire Marshall's Association**  
*This item is sponsored by Mayor Fielder*
6. Recognition of the Leander Police Department for the 2016 Texas Municipal League Municipal Excellence Award- *Animal Services Reunites Lost Pets with Social Media* -  
**Mayor Fielder recognized the Leander Police Depart, Animal Services Division for their Municipal Excellence Award at the 2016 Texas Municipal League Conference**
7. Proclamation designating October 2016 as Community Planning Month in the City of Leander  
**Council Member Seiler read the Proclamation**

**CONSENT AGENDA: ACTION**

**Mayor Fielder announced that item # 9 has been pulled from the consent agenda**

8. Approval of the minutes: September 15, 2016  
September 19, 2016

9. Second reading of an Ordinance on Zoning Case 16-Z-019: a zoning change of 3.555 acres, more or less, located at 18175 Ronald W. Reagan Blvd. from interim zoning SFR-1-B, Single Family Rural to LC-2-B, Local Commercial, Leander, Williamson County, Texas
10. Interlocal Contract for Public Safety Answering Point (PSAP) Maintenance, Equipment and Training between the City of Leander (Public Agency) and the Capital Area Emergency Communications District (CAECD)
11. Dedication and Acceptance of Subdivision Infrastructure Improvements for Mason Ranch, Phase 1 Section 4

**Motion made by Council Member Shepherd to approve items 8, 10 and 11 on the consent agenda. Second by Council Member Stephenson . Motion passes, all voting “aye”**

**Tom Yantis, Asst. City Manager explained that for item # 9, the city council voted on the first reading of the ordinance to approve LC-2-A.**

**Motion made by Council Member Navarrette to approve item #9 as LC-2-A. Second by Council Member Shepherd. Motion passes, all voting “aye”**

## REGULAR AGENDA

12. Consider authorizing expenditure of additional legal and expert witness fees in In Re: Application of LCRA Transmission Services Corporation to Amend its Certificate of Convenience and Necessity for the Proposed Leander to Round Rock 138 KV Transmission Line Project in Williamson County, Texas, Before the State Office of Administrative Hearings (SOAH Docket No. 473-16-4342; PUC Docket No. 45866)

**Kent Cagle, City Manager explained**

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

13. Planning & Zoning Commission Progress Report for October 2015 to September 2016  
**Tom Yantis, Asst. City Manager explained**

**No action required**

14. Consider approval of task order with Halff Associates for the design of the N. Brushy Street Streetscape Project

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

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

15. Consider adoption of the Five Year Capital Improvement Plan  
**Robert Powers, Finance Director explained**

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

16. Consider a Resolution regarding nomination for the Western Travis County member of Board of Directors of the Travis Central Appraisal District

**Robert Powers, Finance Director explained**

**Motion made by Mayor Fielder to nominate Tom Buckle. Second by Council Member Seiler. Motion passes, all voting “aye”**

17. Consider Authorizing Employees to be able to purchase previous credit in Texas Municipal Retirement System

**Kent Cagle, City Manager explained**

**Motion made by Council Member Shepherd to approve. Second by Mayor Fielder.**

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

18. Consider Task Order HVJ-07 with HVJ Associates for professional engineering services including Planning, Design, Bidding, Award, and Construction Phase Services for FY 2016-2017 Street Maintenance and Rehabilitation

**Pat Womack, Public Works Director explained**

**Motion made by Council Member Navarrette to approve. Second by Council Member Shepherd.**

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

19. Consider a Resolution authorizing and directing the Fire Chief, Police Chief and Emergency Management Coordinator or their Designee to follow Chapter 418 of the Texas Government Code when calling for or providing Mutual Aid to other Governmental Agencies of Public Safety Entities

**Bill Gardner, Fire Chief explained**

**Motion made by Mayor Fielder to approve. Second by Council Member Stephenson.**

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

20. Consider Letter of Agreement with Chuck Rice Group

**Kent Cagle, City Manager explained**

**Motion made by Council Member Shepherd to approve. Second by Council Member Navarrette.**

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

21. Consider an Ordinance authorizing the Exchange of Land Pursuant to Texas Local Government Code Section 272.001 for the Acquisition of Right-of-Way for the Realignment of Bagdad Road immediately North of San Gabriel Parkway

**Wayne Watts, City Engineer explained**

**Motion made by Mayor Pro Tem Abruzzese to approve. Second by Council Member Seiler.**

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

22. Council Member Closing Statements

**Council Members gave their closing statements**

### EXECUTIVE SESSION

23. Convene into executive session pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding legal issues related to prescriptive ownership of property and conveyance of right-of-way

**Council convened into executive session at 7:52 pm**

**Council reconvened into open session at 8:18 pm**

24. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding legal issues related to prescriptive ownership of property and conveyance of right-of-way

**No action taken**

25. Adjournment

**With there being no further business, the meeting adjourned at 8:19 pm**

Attest:

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Christopher Fielder, Mayor

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Debbie Haile, TRMC, City Secretary



**Executive Summary**

**October 20, 2016**

**Subject:** A Resolution of the City Councils of the Cities of Cedar Park, Leander and Liberty Hill, Texas Expressing their Support for the Law Enforcement Officers Serving our Cities, the State, and the United States

**Background:** Council Member Shepherd requested this Resolution be placed on the agenda. At the meeting on September 15, 2016 the Resolution was read and the Police Department was recognized. The Council did not take action on this item at that time. A Resolution does require action so this is a formality to approve the Resolution.

**Financial Consideration:** None

**Recommendation:** None

**Attachments:** Resolution

**Prepared by:** Debbie Haile, TRMC, City Secretary

**RESOLUTION NO. 16-018-00**

**A RESOLUTION OF THE CITY COUNCILS OF THE CITIES OF CEDAR PARK, LEANDER, AND LIBERTY HILL, TEXAS EXPRESSING THEIR SUPPORT FOR THE LAW ENFORCEMENT OFFICERS SERVING OUR CITIES, THE STATE, AND THE UNITED STATES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, the members of law enforcement in Cedar Park, Leander, and Liberty Hill play an essential role in safeguarding the rights and freedoms of those who live in central Texas; and

**WHEREAS**, police officers, dispatchers, police chaplains and other police civilian support staff are vital parts of our communities, standing ready 24 hours a day to deal with emergencies and offering assistance to those in need; and

**WHEREAS**, it is fitting that we recognize and support the courageous individuals who tirelessly work to protect the wellbeing and security of our citizens; and

**WHEREAS**, the City Councils for the Cities of Cedar Park, Leander, and Liberty Hill are proud of the dedicated police officers who put their lives on the line to keep our communities safe; and

**WHEREAS**, these City Councils wholeheartedly appreciate the extraordinary efforts and sacrifices of our police officers and are especially indebted to those who have given their lives in service to others;

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

SECTION 1. The City Council for the city of Leander hereby pledges continued support for those brave men and women who serve our communities, the State, and the Nation as law enforcement officers.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

**PASSED AND APPROVED this the 15<sup>TH</sup> day of SEPTEMBER, 2016.**

**CITY OF LEANDER, TEXAS**

Attest:

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

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



**Executive Summary**

**October 20, 2016**

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**Agenda Subject:** Zoning Case 16-Z-022: Hold a public hearing and consider action on the rezoning of a parcel located at 6301 N. Bagdad Rd; WCAD Parcel R031629 for 11.0959 acres more or less. Currently, the property is zoned SFU-2-B (Single Family Urban) and the applicant is proposing SFL-2-A (Single Family Limited) and SFL-2-B (Single Family Limited) Leander, Williamson County, Texas. Agent: Randall Jones & Associates Engineering, Inc. (Amy Little) on behalf of Richard A. Alley Estate.

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

**Origination:** Applicant: Randal Jones & Associates (Amy Little) on behalf of Richard A. Alley Estate.

**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. Future Land Use Map
4. Notification Map
5. Proposed Zoning Map
6. Aerial Map
7. Letter of Intent
8. Ordinance
9. Minutes-Planning & Zoning Commission September 08, 2016

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

10/03/2016



# PLANNING ANALYSIS

## ZONING CASE 16-Z-022 ALLEY TRACT

### GENERAL INFORMATION

**Owner:** Richard Alley

**Current Zoning:** SFU-2-B (Single-Family Urban)

**Proposed Zoning:** SFL-2-A (Single Family Limited)  
SFL-2-B (Single Family Limited)

**Size and Location:** The property is located at 6301 N. Bagdad Rd and includes approximately 11.0 acres.

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

### ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFU-2-B	Developed Property Zoned for Single-Family (Benbrook Ranch Subdivision)
EAST	SFU-2-B	Developed Property Zoned for Single-Family (Estates of North Creek Ranch Subdivision)
SOUTH	SFU-2-B	Developed Property Zoned for Single-Family (Estates of North Creek Ranch Subdivision)
WEST	SFU-2-B	Developed Property Zoned for Single-Family (North Creek Subdivision)

<b>COMPOSITE ZONING ORDINANCE INTENT STATEMENTS</b>
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**USE COMPONENTS:****SFL – SINGLE FAMILY LIMITED:**

*Features:* 3,500 sq. ft. lot min.; 1,000 sq. ft. living area min.

*Intent:* Development of single-family detached dwellings on small lots, including zero lot line development, and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas where it is appropriate to have small lot sizes and reduced setbacks. This component is generally intended as follows:

- (1) To provide an orderly transition to and create a buffer between larger lot neighborhoods and more intensive uses such as multi-family or commercial uses or arterial roadways.
- (2) To create more variety in housing opportunities and in the fabric of neighborhoods.
- (3) To be located in planned developments of greater than 100 acres and comprising less than twenty percent (20%) of the lots, or to provide infill opportunities in appropriate areas of the City such as in areas under transition.
- (4) To include or be located within six hundred feet of parkland or other recreational open space.

Lots that average less than forty feet in width along a block shall front on a street with a ROW of fifty-six (56) feet or greater and a pavement width of thirty-six (36) feet or greater unless access to garages on such lots is from an alley.

**SITE COMPONENTS:****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 HC and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.

**ARCHITECTURAL COMPONENTS:****TYPE A:**

*Features:* 85% masonry; 5 or more architectural features.

*Intent:*

- (1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
- (2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.
- (3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.
- (4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
- (5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.
- (6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

**TYPE B:**

*Features:* 85% masonry 1<sup>st</sup> floor, 50% all stories; 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:

- Create strong neighborhoods with a variety of housing choices.
- Encourage a range of housing types at a variety of price points.
- **MIXED USE CORRIDOR**

Areas along arterials between Centers that have available land should be developed to preserve the integrity of the corridor and maintain mobility.

Application: All land within approximately 500 feet of the outer edge of the right-of-way (typically one block deep) should be considered a part of the corridor.

Typical Uses: A variety of residential types, such as small-lot single-family, townhomes, duplexes and quadplexes, civic and institutional uses (schools and places of worship) and small professional offices that complement residential development. Limited neighborhood-serving commercial uses and higher-density residential are appropriate at intersections.

**ANALYSIS:**

The applicant has submitted a request for a zoning change from SFU-2-B (Single-Family Urban) to SFL-2-A (Single-Family Limited) and SFL-2-B (Single Family Limited) district to allow for a single-family development at this location. This property is adjacent to the developed Benbrook Ranch Subdivision to the north, the developed Estates of North Creek Subdivision to the east and south, and the developed North Creek Subdivision to the west.

This property was annexed into the City on December 21, 2006 and was established as an Interim SFR-1-B zoned district. The Planning and Zoning Commission heard a zoning case on this property at the August 13, 2015 meeting to rezone the property from Interim SFR-1-B (Single Family Rural) to SFU-2-B. The City Council approved this rezoning at the September 3, 2015 meeting.

This property is currently designated as a Mixed Use Corridor as part of the Future Land Use Plan. Mixed Use Corridors are identified on the Future Land Use Plan as areas between centers that should be developed to preserve corridor integrity and to maintain corridor mobility. This is to be accomplished by providing either high-density residential uses, or limited impact commercial uses that are compatible with residential uses (i.e. small professional offices, churches, and schools etc.) This corridor permits the following zoning use components per the Comprehensive Plan: LC, LO, TF, SFT, SFL, and PUD. LC is only permitted at appropriate intersections.

The Type 2 site component is intended to be paired with residential districts and is the standard site component paired with residential use components. Accessory buildings and structures are permitted providing that their total gross floor area square footage is not greater than ten percent of the gross floor area of the primary building, or 120 square feet; whichever is greater.

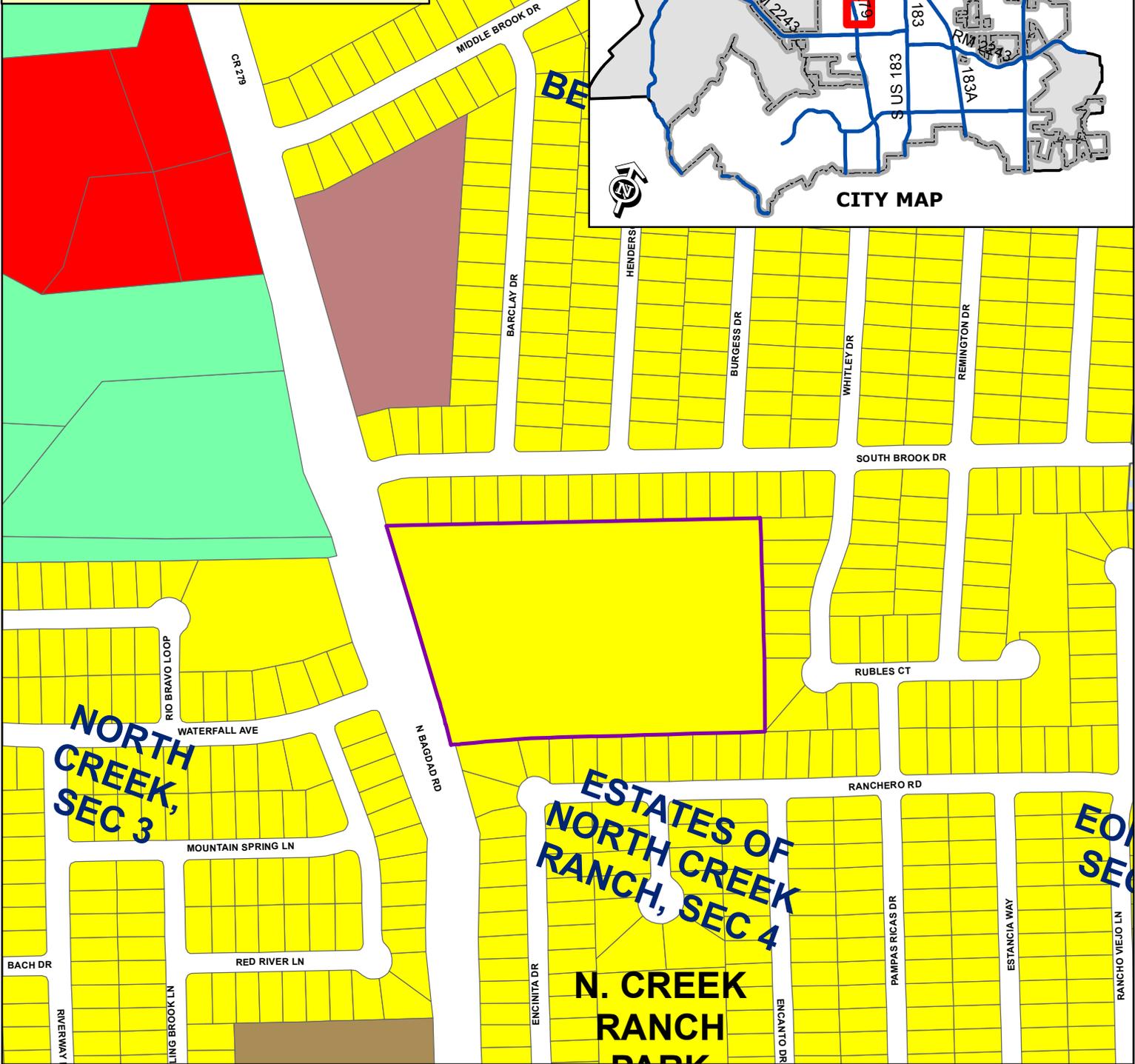
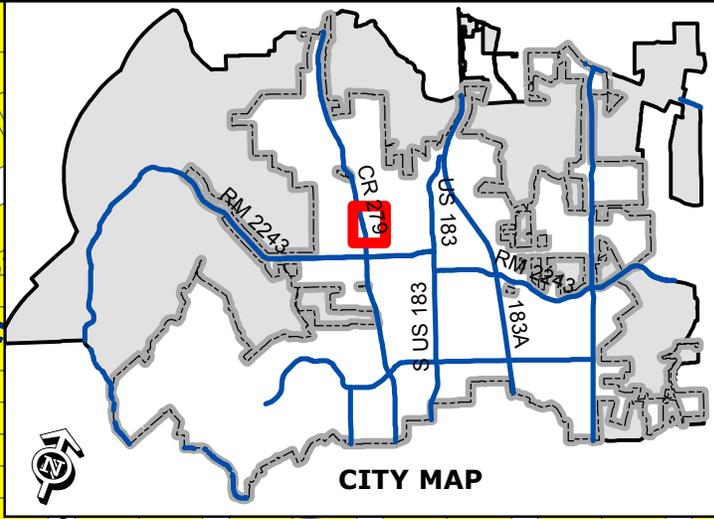
The Type A architectural component requires that all structures have 85% masonry on all stories with a minimum of five design features on street facing façades. Building heights for residences is not to exceed a maximum of 35 ft. The Type B architectural component requires that all structures are 85% masonry on the first story and 50% masonry on each additional story thereafter. Building height is limited to a maximum of 35 ft and includes a minimum of four design features for buildings.

The applicant is requesting the front 45 ft along the frontage of the property be zoned with a Type A architectural component and that the remainder of the property be zoned with the Type B architectural component.

**STAFF RECOMMENDATION:**

Staff recommends approval of the applicant's request with a modification of the architectural component to Type A (SFL-2-A district). The Type A architectural component is appropriate for the entire property as it is a higher density single family product that will be adjacent to a lower density single family product. This will assist with providing a harmonious land use transition to the adjacent neighborhoods. This zoning district provides for the development of a compatible residential use along N. Bagdad Rd. that meets the goals of the Comprehensive Plan and the intent statements of the Composite Zoning Ordinance.

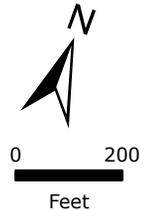
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



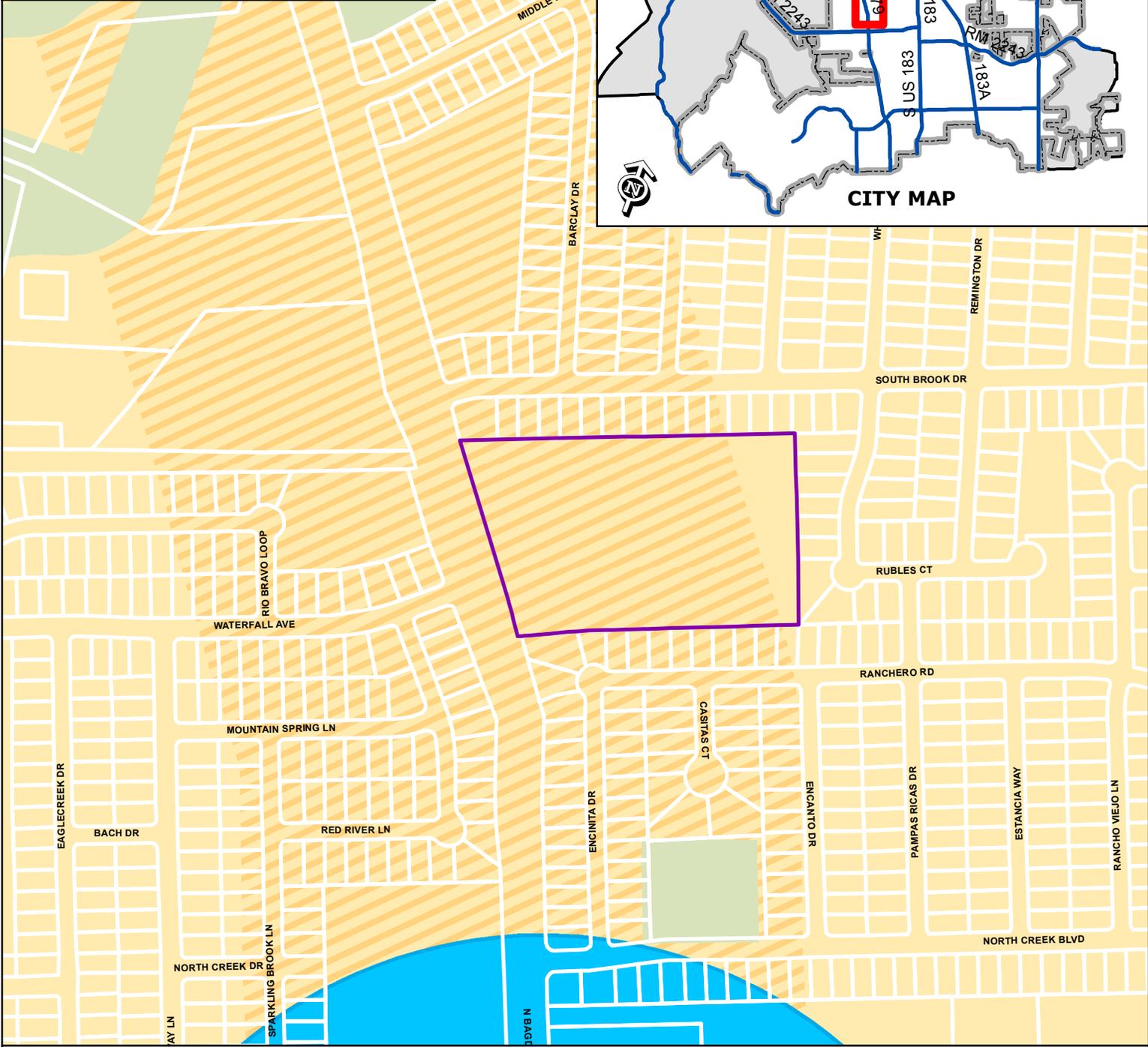
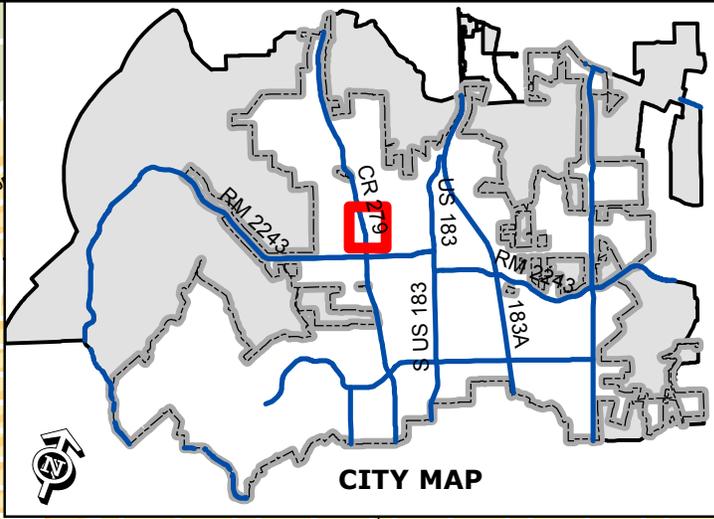
**ZONING CASE 16-Z-022 Attachment #2**

Current Zoning Map - Alley Tract

	Subject Property		SFR		SFL		LO		PUD - Commercial
	City Limits		SFE		SFT		LC		PUD - Mixed Use
			SFS		SFU/MH		GC		PUD - Multi-Family
			SFU		TF		HC		PUD - Townhomes
			SFC		MF		HI		PUD - Single-Family



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**ZONING CASE 16-Z-022 Attachment #3**

Future Land Use Map - Alley Tract

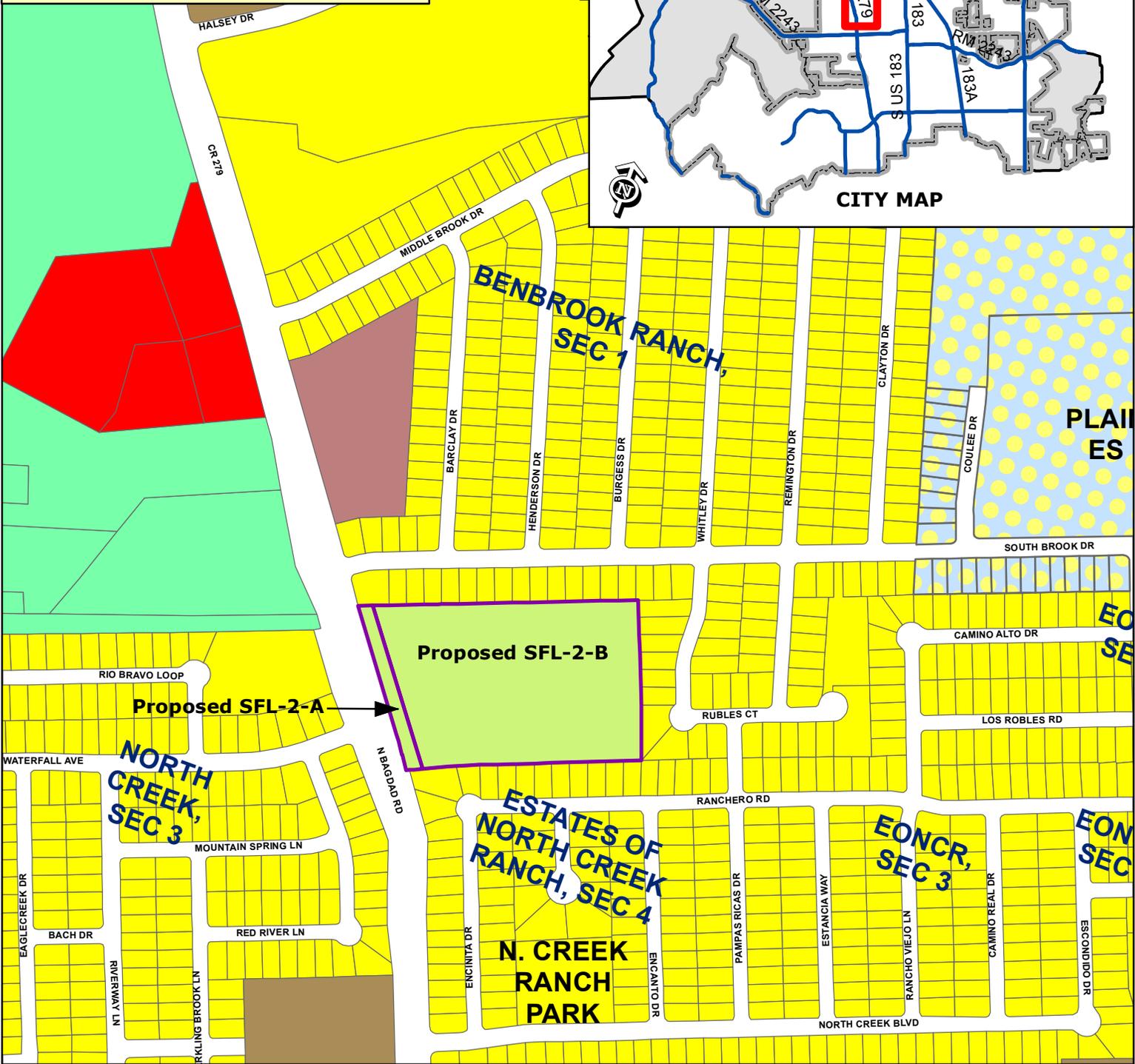
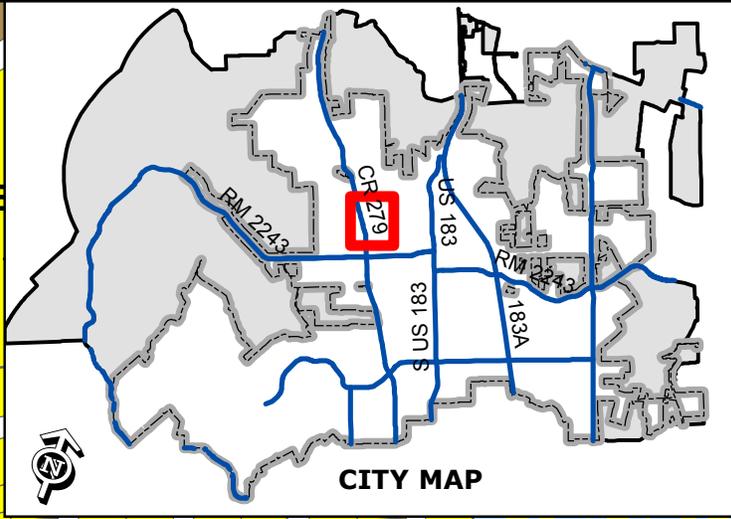
 Subject Property	 Commercial Corridor	 Transit Supportive Mixed Use
 City Limits	 Neighborhood Center	 Station Area Mixed Use
 Open Space	 Community Center	 Old Town Mixed Use
 Mixed Use Corridor	 Activity Center	 Employment Mixed Use
		 Industrial District
		 Neighborhood Residential



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Feet



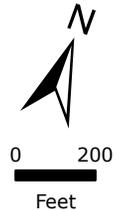
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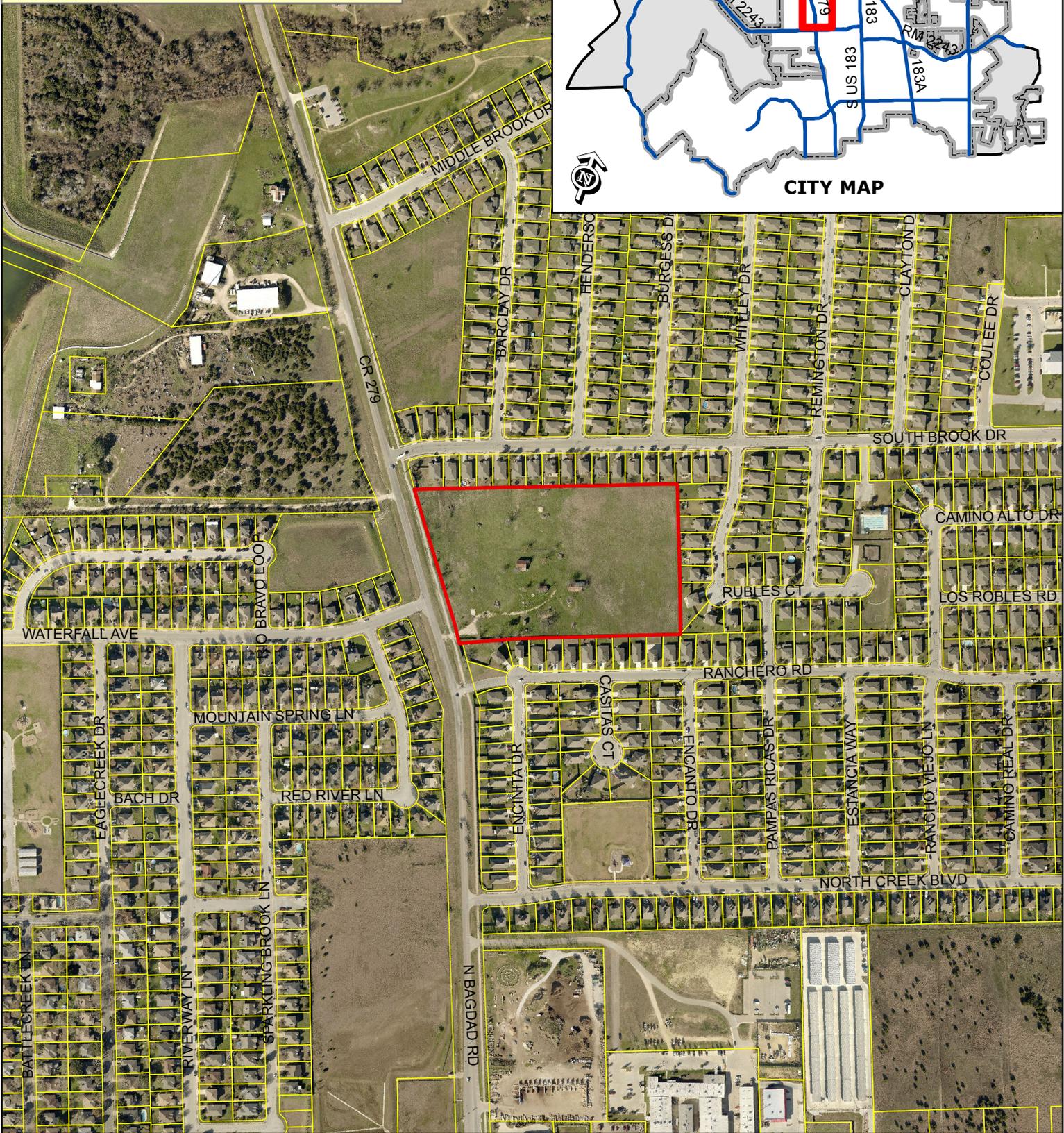
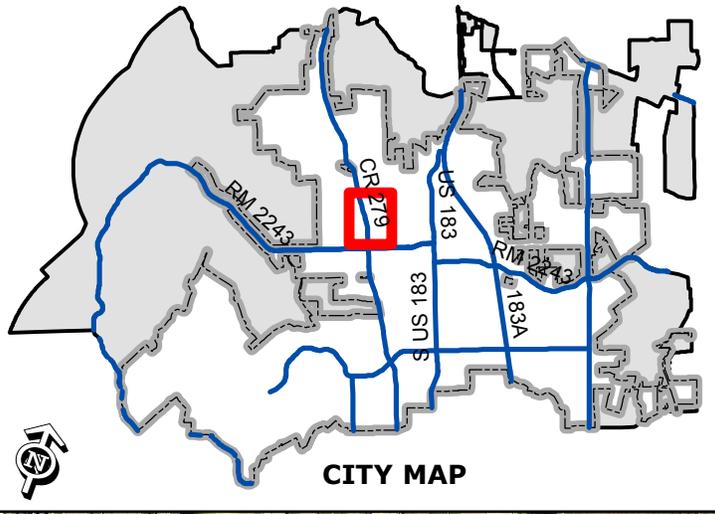
**ZONING CASE 16-Z-022 Attachment #5**

Proposed Zoning Map - Alley Tract

	City Limits		SFR		SFL		LO		PUD - Commercial
	SFE		SFT		LC		GC		PUD - Mixed Use
	SFS		SFU/MH		HC		PUD - Multi-Family		PUD - Townhomes
	SFU		TF		HI		PUD - Single-Family		
	SFC		MF						



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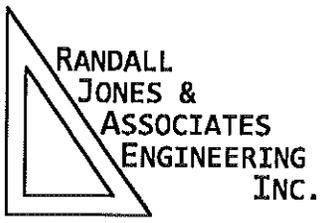


### ZONING CASE 16-Z-022 Attachment #6

Aerial Exhibit - Approximate Boundaries  
Alley Tract



-  Subject Property
-  City Limits



# ATTACHMENT 7

2900 JAZZ STREET, ROUND ROCK, TEXAS 78664

RJAE #2518

September 9, 2016

City of Leander Planning Department  
104 North Brushy Street, P.O. Box 319  
Leander, Texas 78646-0319

Alley Tract Zoning Change Application – Letter of Intent

City of Leander Planning Department,

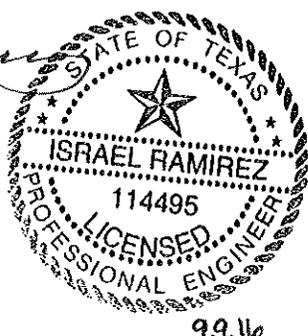
Randall Jones and Associates Engineering (RJAE) is proposing to change the zoning of the 11.34 Alley Tract from Single Family Urban (SFU) to Single Family Limited (SFL).

The proposed zoning change will maintain and protect the City's Residential neighborhoods. This change will allow for a variety of housing opportunities allowing for more diversity within the residential neighborhoods of Leander.

RJAE is committed to provide appropriate Civil Engineering design with the development of the Alley Tract.

Please feel free to contact Me with any concerns. My phone number is 512-896-4793 or email at [israelr@rj-eng.com](mailto:israelr@rj-eng.com).

Thank You,



ISRAEL RAMIREZ  
114495  
LICENSED PROFESSIONAL ENGINEER  
9.9.16

Israel Ramirez, P.E.  
Project Engineer  
Randall Jones and Associate Engineering

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL FROM SFU-2-B (SINGLE-FAMILY URBAN) TO SFL-2-B (SINGLE-FAMILY LIMITED) AND SFL-2-A (SINGLE FAMILY LIMITED); 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 portion of a parcel being 11.0959 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", located at 6301 N Bagdad Road; Williamson County, Texas; more particularly described in instrument number 1998057033, recorded in the Williamson County Official Public Records; identified by Williamson County tax identification number R031629.

**Section 4. Property Rezoned.** The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFU-2-B (Single-Family Urban) to SFL-2-A (Single-Family Limited) and SFL-2-B (Single-Family Limited), as shown in Exhibit "B".

**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 20<sup>th</sup> day of October, 2016.  
**FINALLY PASSED AND APPROVED** on this the 3<sup>rd</sup> day of November, 2016.

**THE CITY OF LEANDER, TEXAS**

**ATTEST:**

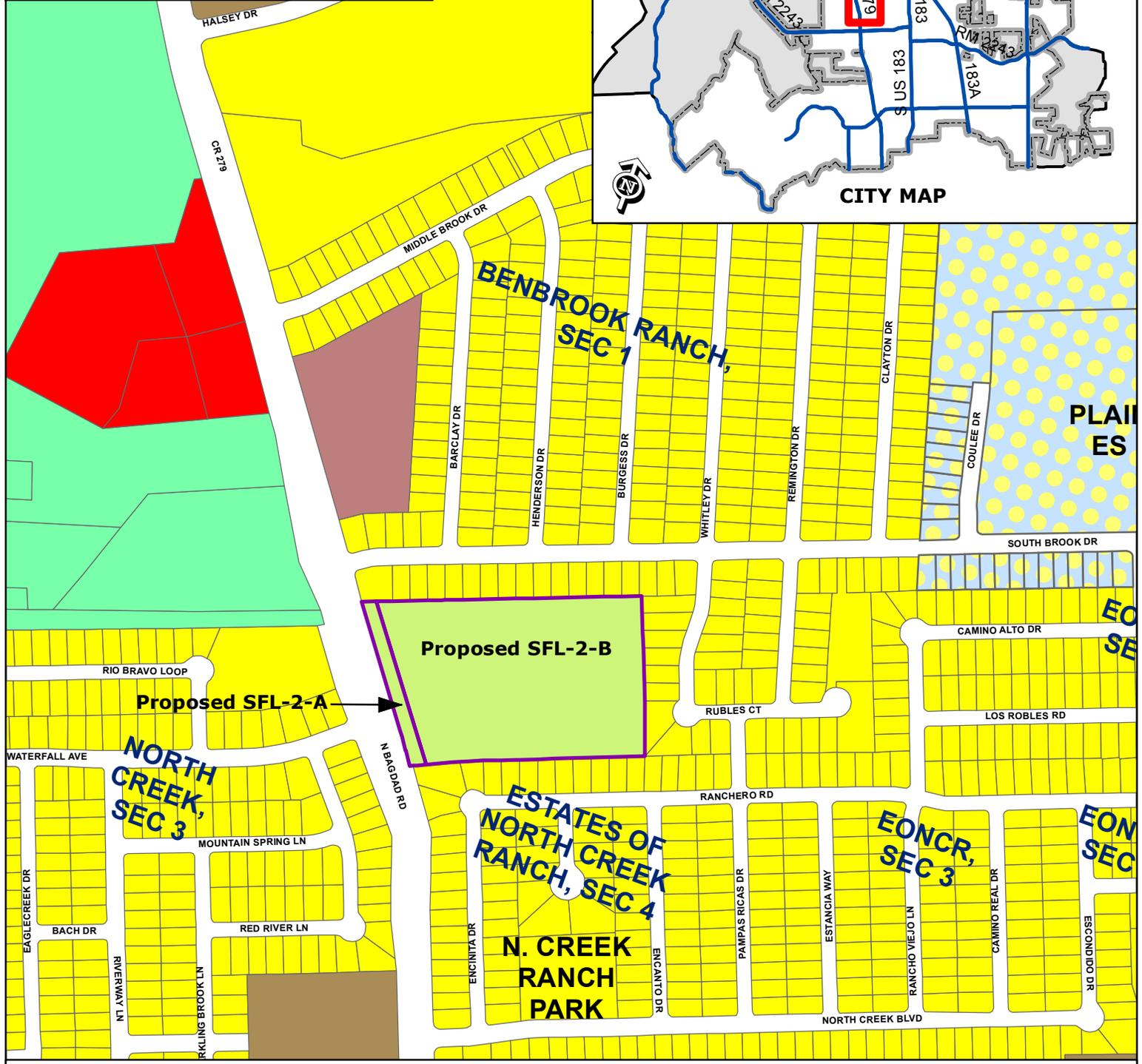
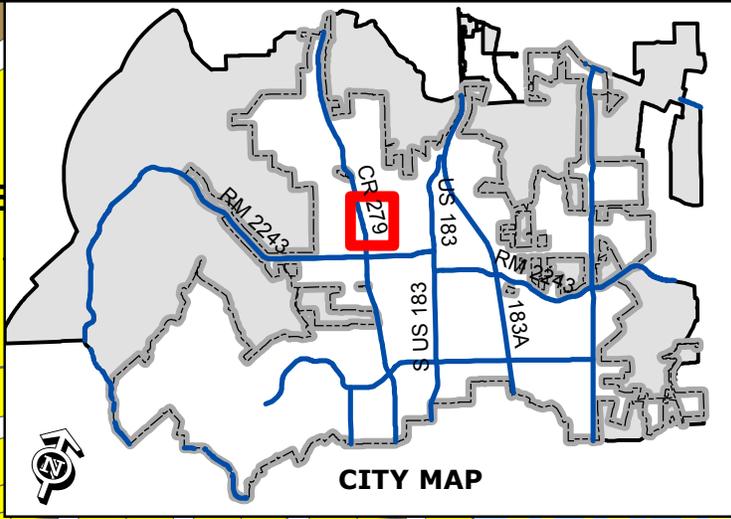
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Christopher Fielder, Mayor

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Debbie Haile, City Secretary

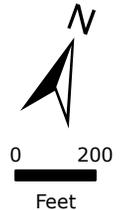
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**ZONING CASE 16-Z-022 EXHIBIT B**

Zoning Map - Alley Tract

	City Limits		SFR		SFL		LO		PUD - Commercial
	SFE		SFT		LC		PUD - Mixed Use		PUD - Multi-Family
	SFS		SFU/MH		GC		PUD - Townhomes		PUD - Single-Family
	SFU		TF		HC				
	SFC		MF		HI				



## Consent Agenda

7. Subdivision Case 16-SFP-011: Consider action on the Cantwell Tract Subdivision Replat for 19.70 acres more or less; WCAD Parcel R497327; generally located to the northeast of the intersection of 183A Toll and Crystal Falls Parkway; Leander, Williamson County, Texas. Applicant/Agent: Harrison Hudson (Kimley-Horn) on behalf of 19.7 Crystal Falls, J.V.
8. Subdivision Case 16-TOD-FP-007: Consider action on the Oak Creek, Phase 4, Section 2 Final Plat for 13.579 acres more or less; WCAD Parcel R540162; generally located to the northeast of the intersection of Coulee Drive and South Brook Drive; Leander, Williamson County, Texas. Applicant/Agent: Pape Dawson Engineers (James A. Huffcut, Jr) on behalf of Sentinel/Cotter Leander, LLC.
9. Subdivision Case 16-TOD-FP-008: Consider action on the Oak Creek, Phase 3 Final Plat for 11.739 acres more or less; WCAD Parcel R529007; generally located to the southwest of the intersection of W. Broade Street and South Brook Drive; Leander, Williamson County, Texas. Applicant/Agent: Pape Dawson Engineers (James A. Huffcut, Jr) on behalf of Sentinel/Cotter Leander, LLC.
10. Subdivision Case 16-TOD-FP-009: Consider action on the Oak Creek, Phase 3 Final Plat for 12.429 acres more or less; WCAD Parcel R529006; generally located to the southeast of the intersection of Cactus Apple Street and Middle Brook Drive; Leander, Williamson County, Texas. Applicant/Agent: Pape Dawson Engineers (James A. Huffcut, Jr) on behalf of Sentinel/Cotter Leander, LLC.

**Chair Sid Sokol read into the minutes that Oak Creek Phase 3 should be Oak Creek Phase 4, Section 1 on item # 10.**

11. Subdivision Case 16-FP-024: Consider action on the Travisso, Phase 2, Section 1L Final Plat for 12.785 acres more or less; TCAD Parcel 863593; generally located to the northwest of the intersection of Travisso Pkwy and RM 1431; Leander, Travis County, Texas. Applicant/Agent: Sam Kiger, Jay Engineering Co., Inc. on behalf of Travisso Ltd.

**Commissioner Hines moved to approve the consent agenda with staff recommendations. Commissioner Cotten seconded the motion. Motion passed unanimously.**

## Public Hearing

12. **Zoning Case 16-Z-022**: Hold a public hearing and consider action on the rezoning of a parcel located at 6301 N. Bagdad Rd; WCAD Parcel R031629 for 11.0959 acres more or less. Currently, the property is zoned SFU-2-B (Single Family Urban) and the applicant is proposing SFL-2-A (Single Family Limited) and SFL-2-B (Single Family Limited) Leander, Williamson County, Texas. Agent: Randall Jones & Associates Engineering, Inc. (Amy Little) on behalf of Richard A. Alley Estate.

a) Staff Presentation

**Martin Siwek, Planner, discussed the proposed zoning change.**

b) Applicant Presentation

**No applicant was present.**

c) Open Public Hearing

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

d) Close Public Hearing

**Chair Sokol closed the public hearing.**

e) Discussion

**Discussion took place.**

f) Consider Action

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

<b>Regular Agenda</b>
-----------------------

**Don Gill postponed his presentation.**

13. Presentation by Don Gill on proposed storage facilities within the City of Leander.

a) Presentation

b) Discussion

14. Meeting Adjourned at **7:25**

---

Chairman Sokol

ATTEST:

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Ellen Pizalate, Secretary



**Executive Summary**

**October 20, 2016**

---

**Agenda Subject:** Zoning Case 16-Z-006: Consider action on the rezoning of 50.615 acres more or less out of the C. Ybarbo Survey, No. 420 and the C.C. Chafin Survey No. 78, generally located to the west of the intersection of Crystal Falls Pkwy and Lakeline Blvd, more specifically to the west of the Fairways at Crystal Falls, Section 5 Subdivision; TCAD ID 796313. Currently, the property is zoned SFS-2-B (Single-Family Suburban). The applicant is proposing to zone the property to PUD (Planned Unit Development) with a base zoning district of SFS-2-A (Single-Family Suburban), Leander, Travis County, Texas.

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

**Origination:** Applicant: Mike Siefert on behalf of Lookout Partners, LP.

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission unanimously recommended to deny the request at the June 9, 2016 meeting. The Commission requested that the applicant works with staff to address the following issues. The applicant wishes to delay the second reading of the ordinance for 90 days.

1. Prohibit lighting from the interior of the project
2. Increase the minimum building size to 1,800 square feet
3. Propose an alternative to the masonry wall along Crystal Falls Pkwy such as berms, landscaping, and wrought iron.

The City Council recommended approval of the request with the revisions presented by the applicant with the following conditions at the July 21, 2016 meeting. The second reading of the ordinance was delayed until October 20, 2016 at the request of the applicant.

1. Homes shall comply with an earth tone color palette.
2. The base zoning district will be changed to a single-family use component.

3. The second reading will be scheduled for October 20, 2016.

**Attachments:**

1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Notification Map
5. Proposed Zoning Map
6. Aerial Map
7. PUD Notes and Conceptual Site Layout & Land Use Plan
8. Letter of Intent
9. Approved Preliminary Plat
10. Proposed Changes from Applicant
11. Ordinance

**Prepared By:**

Tom Yantis, AICP  
Assistant City Manager

10/05/2016



## PLANNING ANALYSIS

ZONING CASE 16-Z-006

FAIRWAYS, SECTION 6 PUD

### GENERAL INFORMATION

- Owner:** Lookout Partners, LP.
- Current Zoning:** SFS-2-B (Single-Family Suburban)
- Proposed Zoning:** PUD (Planned Unit Development) with a base zoning district of MF-2-A (Multi-Family)
- Size and Location:** The property is generally located to the west of the intersection of Crystal Falls Pkwy and Lakeline Blvd, more specifically to the west of the Fairways at Crystal Falls, Section 5 Subdivision and is approximately 50.615 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	SFR-2-B	Established Single-Family Neighborhood (Grand Mesa)
EAST	SFR-2-B SFS-2-B	Golf Course Established Single-Family Neighborhood (Fairways)
SOUTH	SFR-2-B	Golf Course
WEST	SFR-2-B	Established Single-Family Neighborhood (Grand Mesa)

## **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 condo regime single-family 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:

- Create strong neighborhoods with a variety of housing choices.
- Encourage a range of housing types at a variety of price points.
- The Neighborhood Residential land use category is intended to accommodate a variety of housing types. The density and mix of housing types is dependent on a number of suitability factors including environmental constraints (such as steep topography and floodplain), the availability of sewer infrastructure, proximity to neighborhood and community centers, existing and planned parks and recreation sites, schools, and the road network.

### **ANALYSIS:**

The applicant is requesting the PUD (Planned Unit Development) district in order to allow for the development of a condominium regime single-family project. The surrounding properties include established single-family neighborhoods and the Crystal Falls golf course.

A PUD district can be an appropriate district in this situation because it offers the applicant the opportunity to design a zoning district that will provide for a condominium regime single-family project while limiting the overall density and providing higher design standards.

The applicant is proposing the MF-2-B (Multi-Family) base zoning district to accommodate the proposed development. The proposal includes a total of 98 detached single-family units. The current zoning district would permit single-family lots with a minimum lot width of 70 feet for interior lots and 80 feet for corner lots. There is an approved preliminary plat on file with the City that includes 98 lots for this project. The change in zoning would not increase the density of the units at this location.

This application includes the following higher standards and waivers.

HIGHER STANDARDS	WAIVERS
<b>COMPOSITE ZONING ORDINANCE</b>	
85% Masonry for all structures	-
High Quality Roofing Materials	-
Density Limitation	Condominium/Cluster Style Development

The current concept plan includes a variance to the sidewalk and street lighting requirements. If they developed under the current zoning district, these items would not be required.

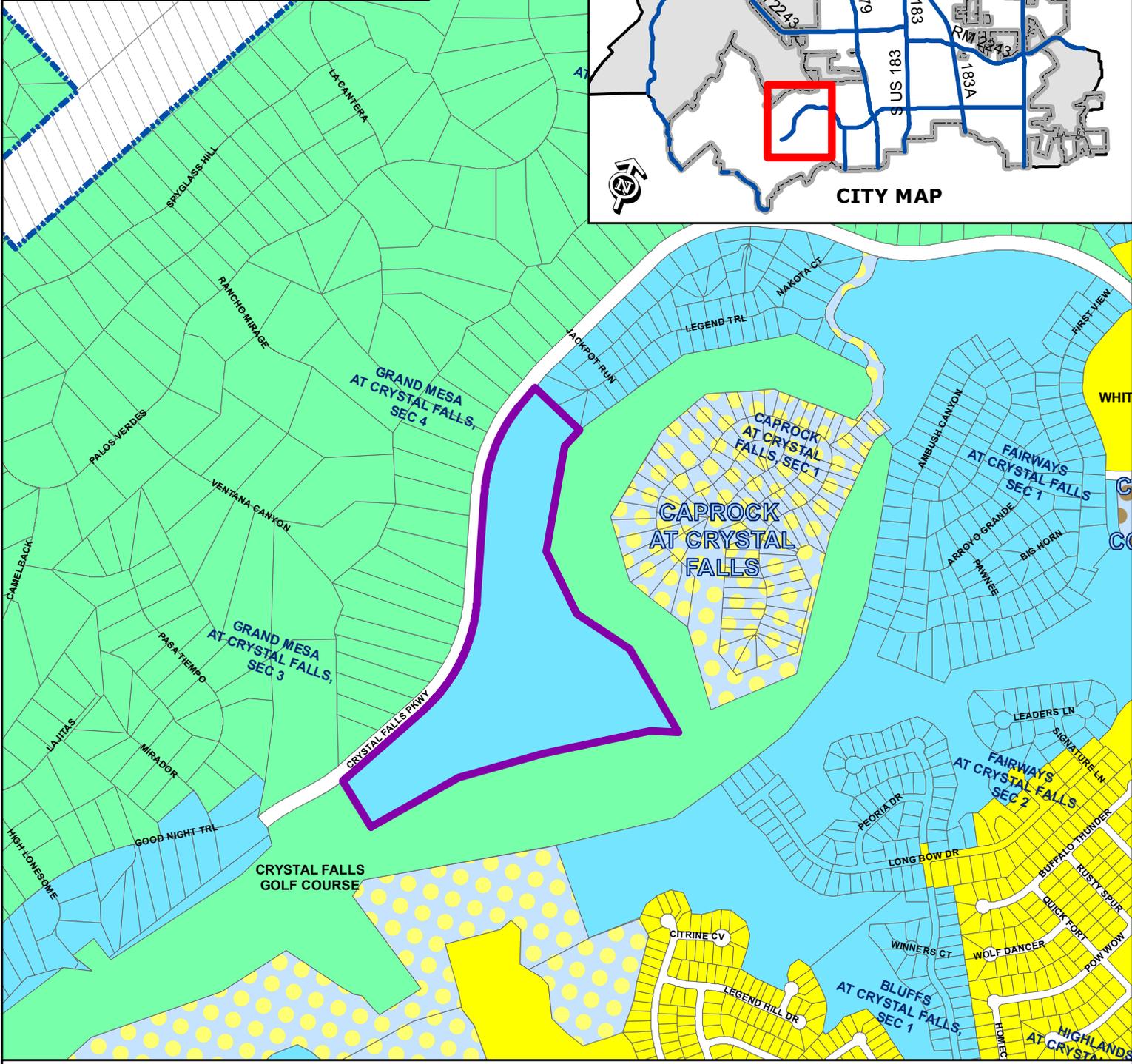
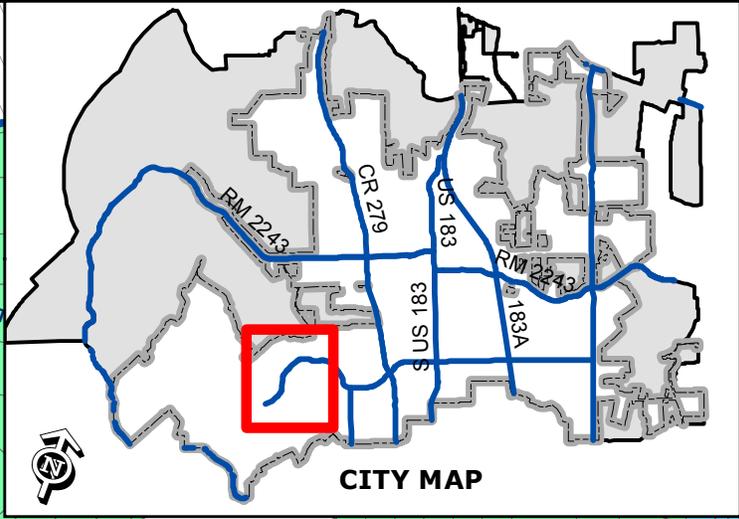
This property is located in the Neighborhood Residential land use category as identified in the Comprehensive Plan. The Neighborhood Residential category seeks to accommodate a variety of housing types based on several suitability factors including availability and future availability of water and wastewater infrastructure, topography, floodplain, the proximity of the property to Neighborhood and Community Centers, and existing or planned parks and schools.

**STAFF RECOMMENDATION:**

Staff recommends approval of the proposed Fairways, Section 6 PUD as requested. This change in zoning will allow for more flexibility in the location of the homes and aid in the preservation of the trees on the property. The density of the project will remain the same and the architectural component will increase from Type B to Type A.

The requested zoning district meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.

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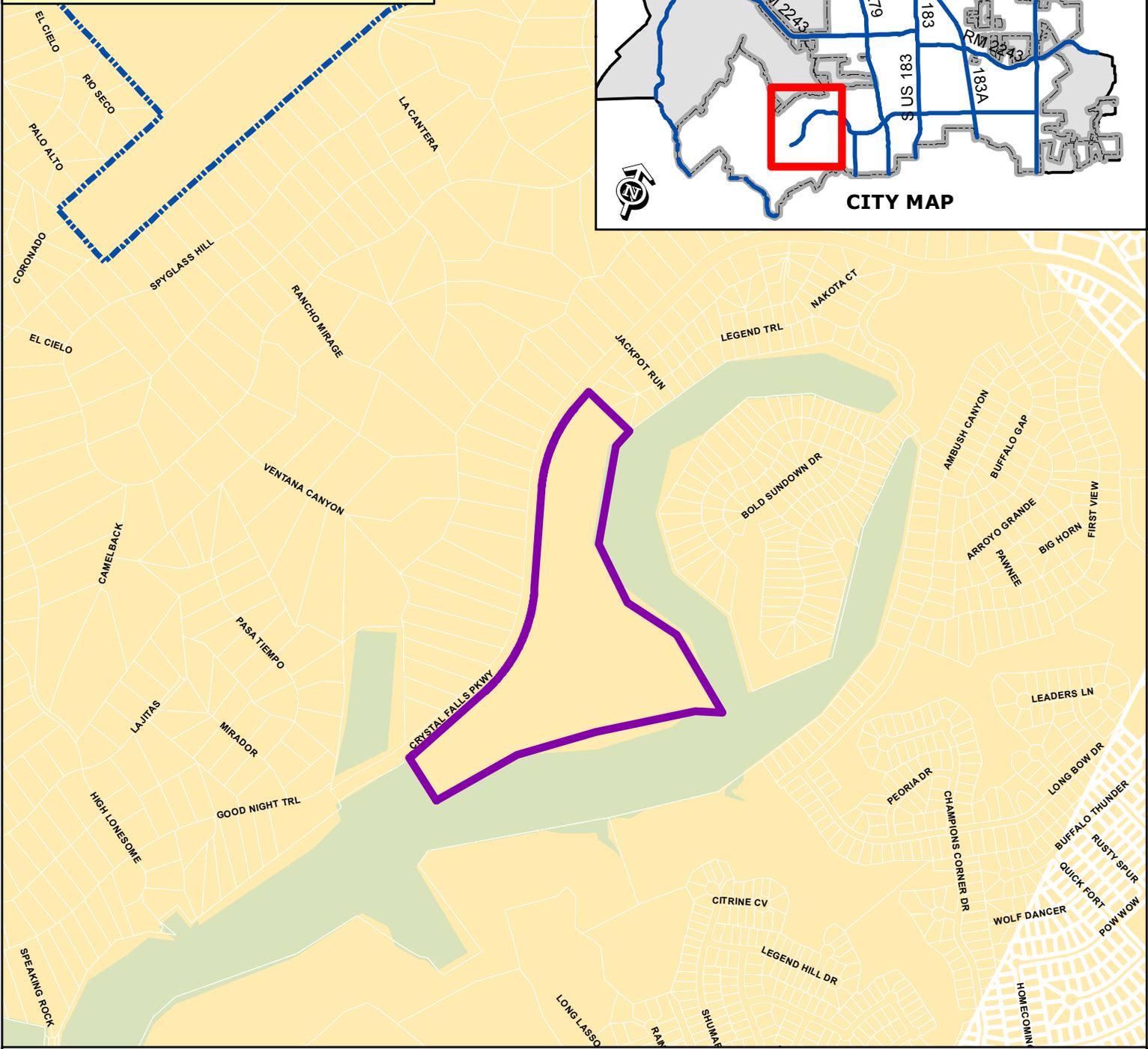
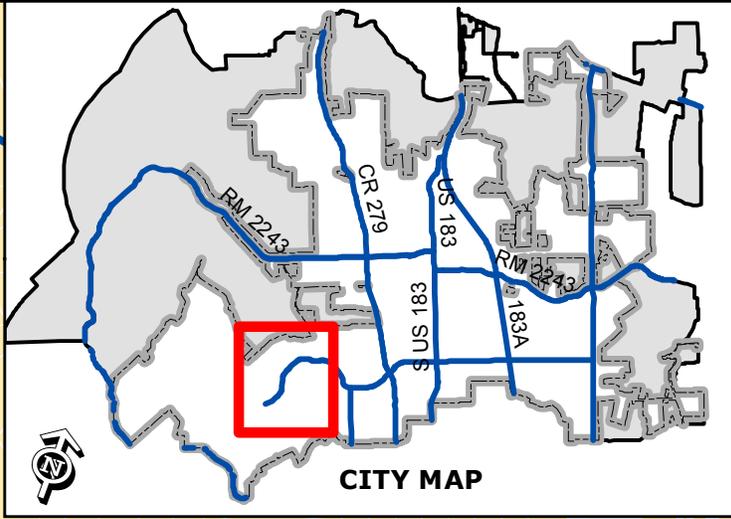
**ZONING CASE 16-Z-006 Attachment #2**

Current Zoning Map - Fairways PUD

	Subject Property		SFR		SFL		LO		PUD - Commercial
	City Limits		SFE		SFT		LC		PUD - Mixed Use
			SFS		SFU/MH		GC		PUD - Multi-Family
			SFU		TF		HC		PUD - Townhomes
			SFC		MF		HI		PUD - Single-Family



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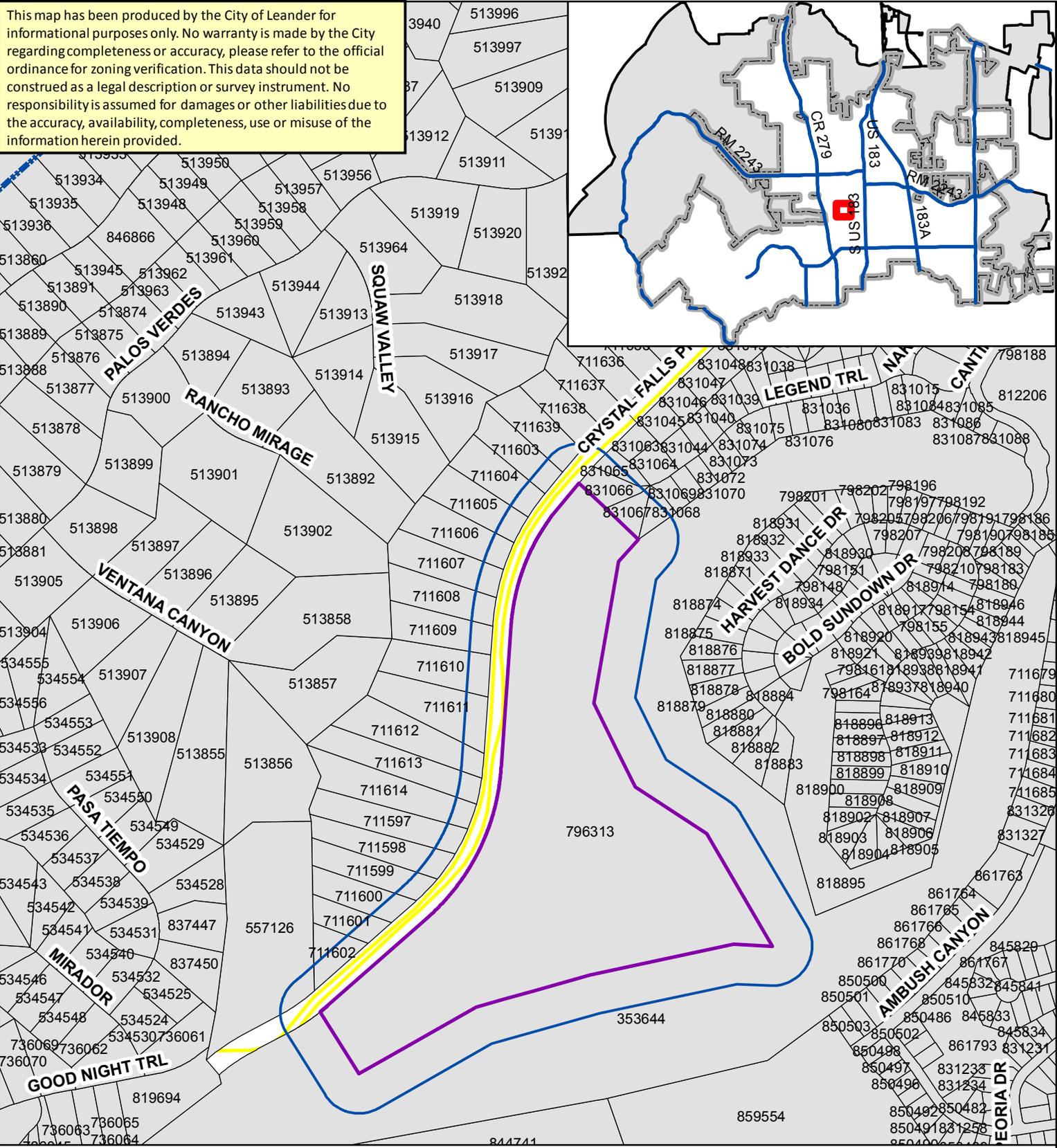
**ZONING CASE 16-Z-006 Attachment #3** Future Land Use Map - Fairways PUD

 Subject Property	 Commercial Corridor	 Transit Supportive Mixed Use
 City Limits	 Neighborhood Center	 Station Area Mixed Use
 Open Space	 Community Center	 Old Town Mixed Use
 Mixed Use Corridor	 Activity Center	 Employment Mixed Use
	 Industrial District	
	 Neighborhood Residential	



0 200  
Feet

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# ZONING CASE 16-Z-006

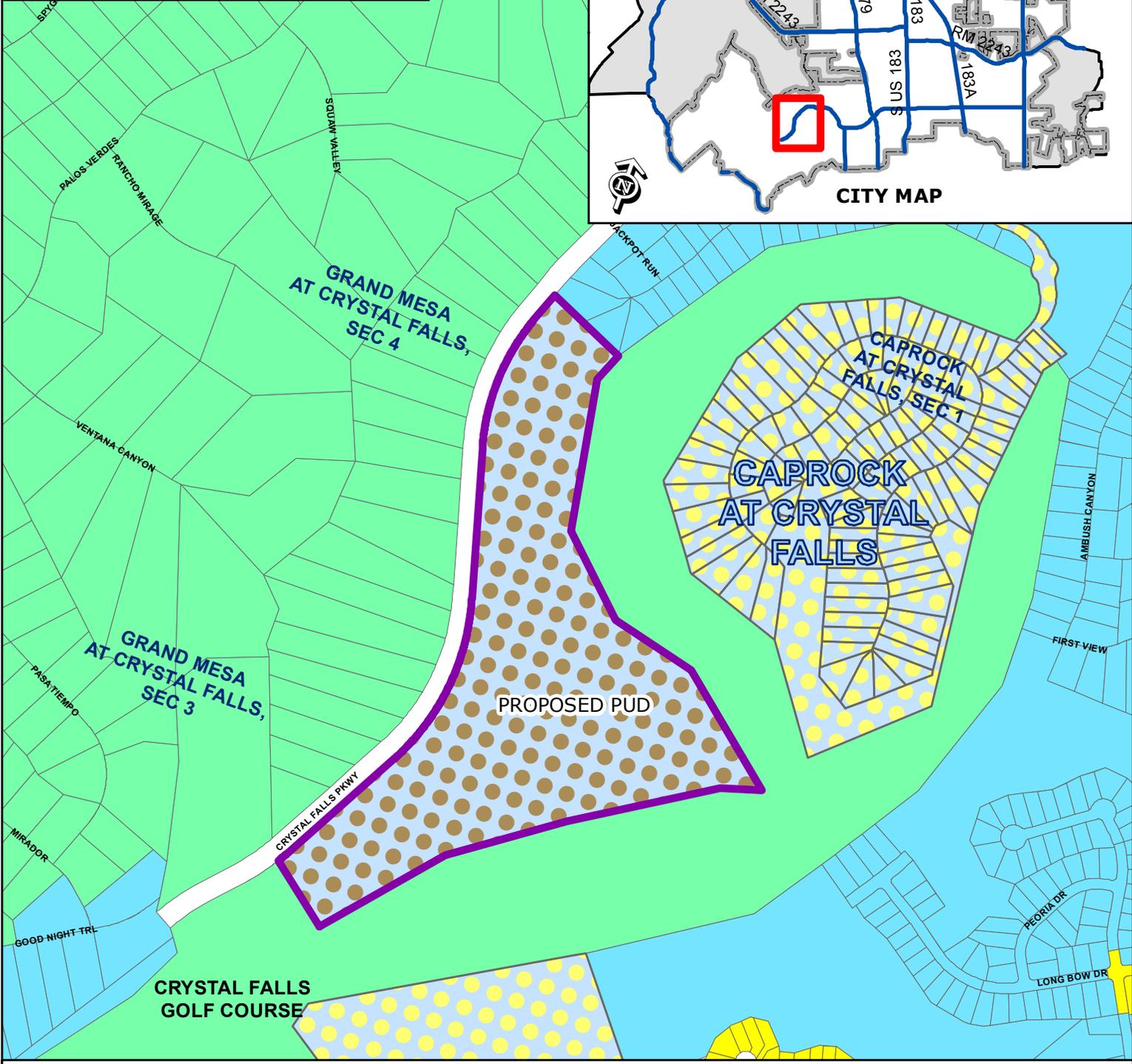
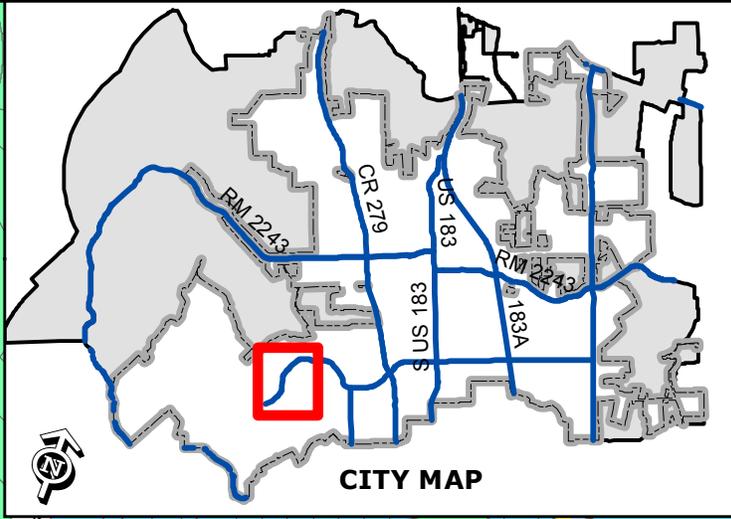
## Attachment #4

Notification Map  
Fairways Sec 6 Zoning Change

- Subject\_Prop\_Buffer
- Subject Property
- City Limits
- TCAD Parcels



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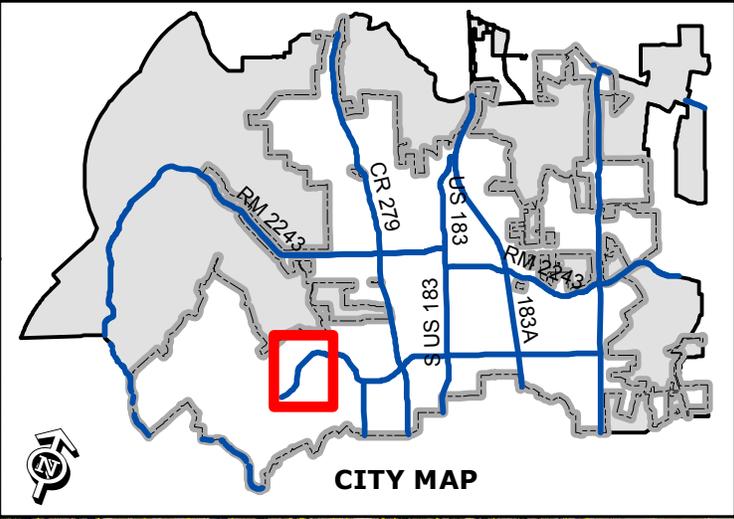
**ZONING CASE 16-Z-006 Attachment #5**

Proposed Zoning Map - Fairways PUD

	Subject Property		SFR		SFL		LO		PUD - Commercial
	City Limits		SFE		SFT		LC		PUD - Mixed Use
			SFS		SFU/MH		GC		PUD - Multi-Family
			SFU		TF		HC		PUD - Townhomes
			SFC		MF		HI		PUD - Single-Family



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### ZONING CASE 16-Z-006 Attachment #6

Aerial Exhibit - Approximate Boundaries  
Fairways PUD



-  Subject Property
-  City Limits

# EXHIBIT A

## FAIRWAYS SECTION 6- PUD

### A. Purpose and Intent

1. The Fairways Section 6 PUD is composed of approximately 50.615 acres, as shown in Exhibit C. The development of this property is a detached condominium regime single-family community.

### B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit A.
2. For the purpose of establishing development standards for the PUD, base zoning of ~~MFSFS-2-AB~~ (Single-Family SuburbanMulti-Family) has been selected from the Leander Composite Zoning Ordinance.
3. Multiple residential structures can be constructed on a single lot as long as the residential structures comply with the building envelopes.

### C. Conceptual Site Layout & Land Use Plan

1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit B, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

### D. Allowable Use

1. The use will be multiple detached single-family dwellings developed as a condominium site plan. The maximum dwelling count shall be 9885.

### E. Development Design Standards

1. Building envelopes shall comply with the following. These dimensions do not include patios (covered or uncovered) or decks.
  - a. Maximum – 100’ wide X 90’ deep
  - b. Minimum – 50’ wide X 50’ deep

2. Development Standards:

	<b>MESFS-2-A</b>
	<b>DETACHED DWELLINGS</b>
Front Setback (minimum from back of curb)	18 ft. Min
Side Setback (minimum between dwelling units )	10 ft. Min **
Street Side Setback (minimum from back of curb)	10 ft. Min
Rear Setback (minimum)	20 ft. Min*
Perimeter Setback	15 ft. Min
Building Separation (minimum)	10 ft. Min **
Building Setback from Golf Course	35 ft. Min
Building Height	35 ft Max

*\*This setback is defined as the condition when the rears of two units are immediately adjacent.*

*\*\*Eave overhang is not included in calculations for minimum building separation. A minimum of seven feet clear zone between building roof lines will be provided. Patios, decks and similar improvements shall have a minimum separate of 10 feet from all adjacent buildings.*

**F. Drive Design**

1. Refer to Exhibit B for detailed cross section of vehicular access easement.
2. The minimum centerline radius for private drives is 100-feet. Minimum cul-de-sac drive surface radius is 50-feet.
3. The access drive alignment, building pads and island locations may vary to minimize disturbance to significant trees and natural topographic features. Private drives will have a 23-foot wide pavement width with 18-inch ribbon curbs or a 23-foot wide pavement width with 24-inch curb and gutter (which includes mountable curb or stand up curb).
4. This project will be gated.
5. A path for a golf cart connection shall be provided from this development to the Golf Course clubhouse. This path is required to be a minimum of 10-feet and constructed of concrete.

**G. Architectural & Parking Requirements**

1. All residential homes within this project shall comply with the applicable standards of the Type **AB** Architectural Component and the Architectural Standards for single-family districts as listed in Article VII and Article VIII of the Composite Zoning Ordinance unless modified herein. Drives shall constitute streets with regard to this application of the ordinance.
  - a. Each dwelling shall have a minimum of 1,~~750~~500 square feet of living area and a maximum of 6,000 square feet.
  - b. All dwellings shall be detached.
  - c. Garage Standard: This project shall comply with Article VIII, Section 5, (j) of the Composite Zoning Ordinance.

- d. All roofing materials shall be tile, standing seam metal, or slate. Laminated, dimensional shingles are prohibited.
  - e. All structures shall be comprised of eighty-five (85%) percent masonry.
  - f. The renderings and elevations provided as Exhibit D are conceptual in nature. Once building plans are developed for this product the homes built shall substantially conform to the overall architectural style of Exhibit D.
2. Parking
    - a. A minimum of two garage-enclosed parking spaces and two additional off-street parking spaces (the garage driveway may be counted toward the provision of off-street parking if it is a minimum of 18' long) shall be provided per unit.
  3. All exteriors of residential homes shall comply with an earth tone color palette.

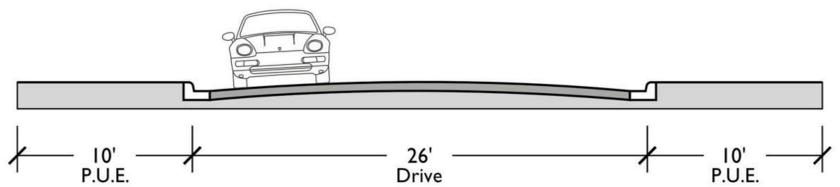
#### H. Fencing, Sidewalks, & Lighting

1. If fencing is proposed, it shall be comprised of wrought iron, decorative tubular metal, or masonry.
2. Sidewalks are required to be installed on one side of internal drives.
3. Street lighting is not required-permitted in the interior of this project, but is permitted. A street light shall be provided at the intersection of the drives and Crystal Falls Parkwaythe street. The street light fixture shall match the street light design used throughout the Highlands at Crystal Falls.

#### I. Landscaping

1. The landscaping and wall plan provided as Exhibit E are conceptual in nature. Once final landscape plans are developed for this section walls and landscape shall substantially conform to the overall intent and style shown in Exhibit E. No other walls or landscaping shall be required along Crystal Falls Parkway other than those shown in Exhibit E. This landscape area is required to include a minimum of twenty (20) ornamental trees and one-hundred (100) shrubs. These plantings shall be planted between the northern property line and the emergency access road. The ten foot landscape lot will not be required. The fencing and/or wall shall be located on the property line. The landscaping/berm is shown in the Crystal Falls Parkway right of way. Prior to acceptance of the subdivision improvements there shall be a license agreement between the City of Leander and Crystal Falls HOA to address the maintenance of these proposed improvements in the Crystal Falls Parkway ROW.
- 1-2. This project shall comply with Article VI of the Composite Zoning Ordinance.
  - a. The tree preservation/protection requirements associated with commercial and/or multi-family projects shall apply.
  - b. The landscape requirements associated with single-family projects shall apply.

Private Drive Cross Section

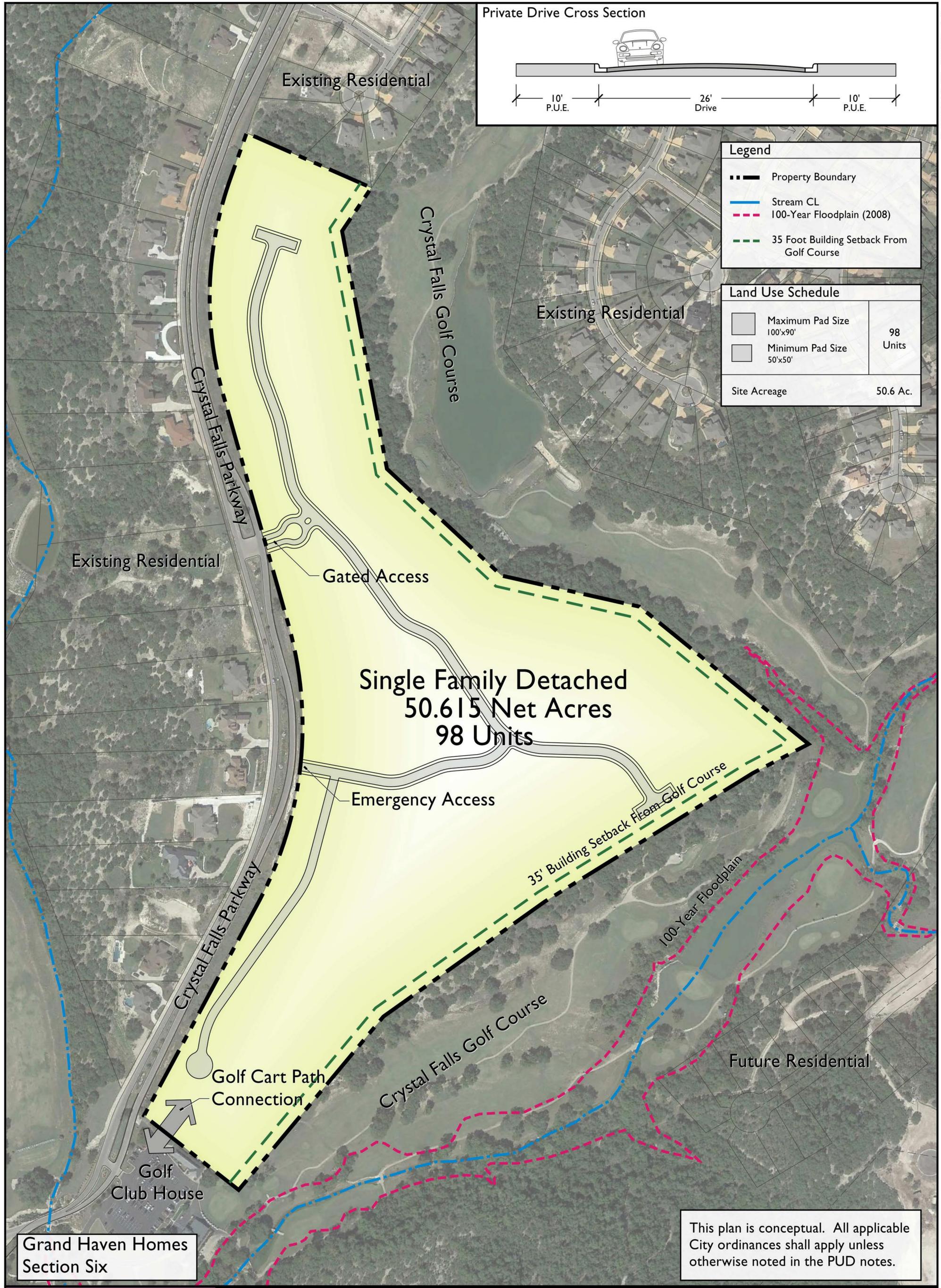


**Legend**

- Property Boundary
- Stream CL
- 100-Year Floodplain (2008)
- 35 Foot Building Setback From Golf Course

**Land Use Schedule**

Maximum Pad Size 100'x90'	98 Units
Minimum Pad Size 50'x50'	
Site Acreage	50.6 Ac.



Grand Haven Homes  
Section Six

This plan is conceptual. All applicable City ordinances shall apply unless otherwise noted in the PUD notes.

**Crystal Falls**  
Leander, Texas

Exhibit B Conceptual Site Layout And Land Use Plan

SCALE: 1" = 100'  
0 50 100 200  
DATE: 06-01-2016



712 Congress Avenue, Suite 300  
Austin, TX 78701  
Tel: (512) 480-0032 Fax: (512) 480-0617  
www.rvplanning.com  
**rvl**  
planning + landscape architecture

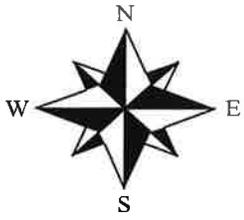
All information furnished regarding this property is from sources deemed reliable. However, RVI has not made an independent investigation of these sources and no warranty or representation is made by RVI as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice, to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

CURVE TABLE

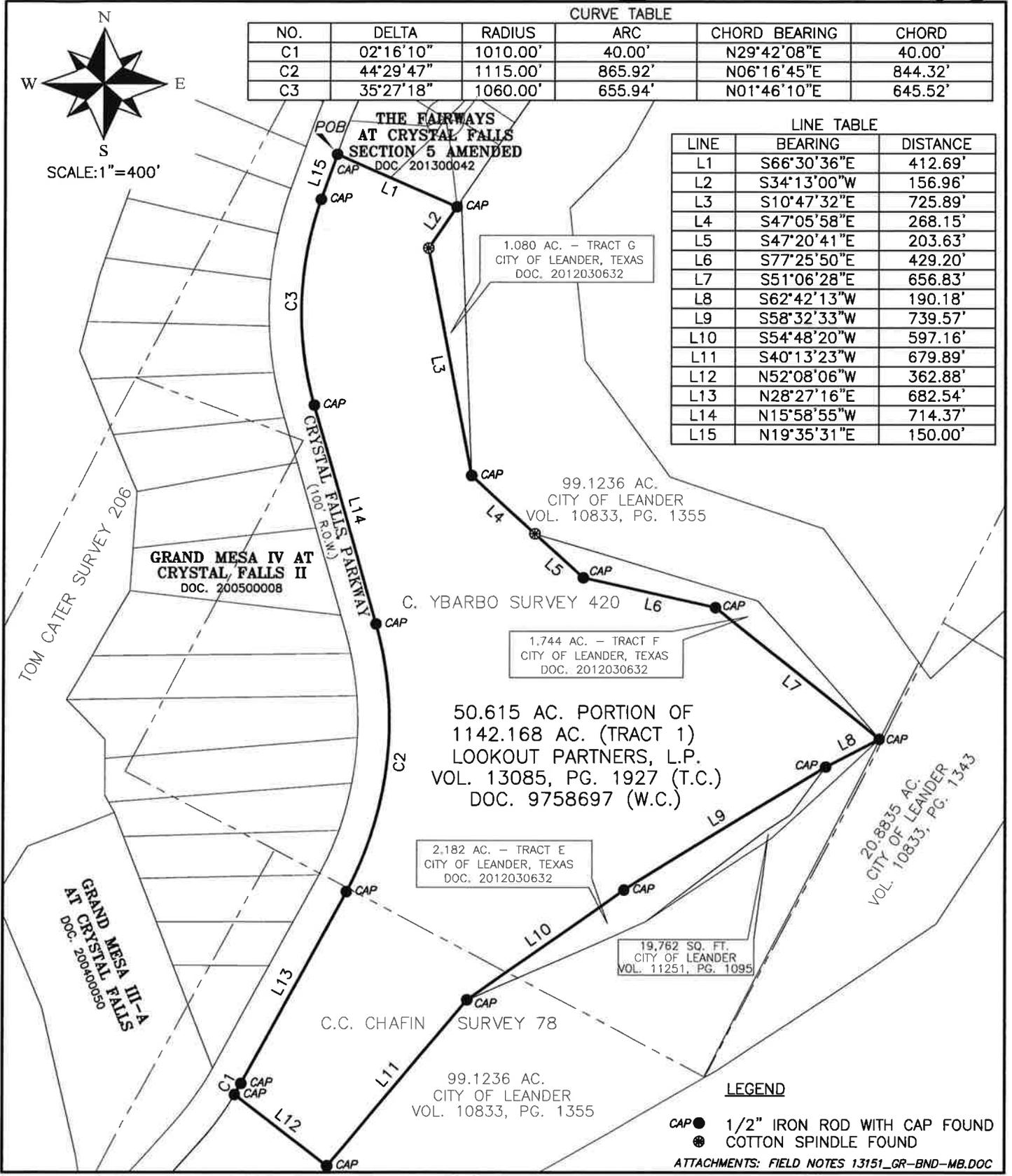
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	02°16'10"	1010.00'	40.00'	N29°42'08"E	40.00'
C2	44°29'47"	1115.00'	865.92'	N06°16'45"E	844.32'
C3	35°27'18"	1060.00'	655.94'	N01°46'10"E	645.52'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S66°30'36"E	412.69'
L2	S34°13'00"W	156.96'
L3	S10°47'32"E	725.89'
L4	S47°05'58"E	268.15'
L5	S47°20'41"E	203.63'
L6	S77°25'50"E	429.20'
L7	S51°06'28"E	656.83'
L8	S62°42'13"W	190.18'
L9	S58°32'33"W	739.57'
L10	S54°48'20"W	597.16'
L11	S40°13'23"W	679.89'
L12	N52°08'06"W	362.88'
L13	N28°27'16"E	682.54'
L14	N15°58'55"W	714.37'
L15	N19°35'31"E	150.00'



SCALE: 1" = 400'



**LEGEND**

- CAP 1/2" IRON ROD WITH CAP FOUND
- ⊙ COTTON SPINDLE FOUND

ATTACHMENTS: FIELD NOTES 13151\_GR-BND-MB.DOC

**SHEET**

1 / 1

**EXHIBIT**

BEARING BASIS: NAD 83 CENTRAL ZONE  
 PLOTTING SCALE: 1" = 400'  
 DRAWN BY: PMC  
 REVIEWED BY: DRS  
 PROJECT NO: 13151  
 FILE: L:\13151\DWG\13151\_GR-BND-EX  
 DATE: MARCH 20, 2013

50.615 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE C. YARBO SURVEY NO. 420 AND THE C.C. CHAFIN SURVEY NO. 78, BEING A PORTION OF A 1,142.168 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LOOKOUT PARTNERS, L.P., IN VOLUME 13085, PAGE 1927 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND IN DOCUMENT NUMBER 9758697, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

**GR**  
 SURVEYING, LLC  
 1805 OUIDA DR.  
 AUSTIN, TEXAS 78728  
 PHONE: (512) 267-7430  
 FAX: (512) 836-8385



2/3

LOOKOUT PARTNERS  
CAP ROCK ESTATES 2  
50.615 ACRES

DESCRIPTION OF 50.615 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE C. YBARBO SURVEY NO. 420 AND THE C.C. CHAFIN SURVEY NO. 78, BEING A PORTION OF A 1,142.168 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LOOKOUT PARTNERS, L.P., IN VOLUME 13085, PAGE 1927 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND IN DOCUMENT NUMBER 9758697, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 50.615 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a iron rod with cap found in the easterly line of Crystal Falls Parkway (100' R.O.W.), at the southwesterly corner of The Fairways at Crystal Falls Section 5 Amended, a subdivision of record in Document Number 201300042, Official Public Records of Travis County, Texas, for the northwesterly corner hereof;

**THENCE** S66°30'36"E, with the southerly line of said Fairways at Crystal Falls Section 5 Amended, a distance of 412.69 feet to a iron rod with cap found at the southeasterly corner of The Fairways at Crystal Falls Section 5 Amended, and being the most northerly corner of a 1.080 acre tract of land (Tract G) described in a deed of record to the City of Leander, Texas in Document No. 2012030632 of the Official Public Records of Travis County, for the northeasterly corner hereof;

**THENCE** with the westerly line of said 1.080 acre tract the following two (2) courses:

1. S34°13'00"W, a distance of 156.96 feet to a cotton spindle found;
2. S10°47'32"E, a distance of 725.89 feet to a iron rod with cap found in the westerly line of a 99.1236 acre tract of land, described in a deed of record to the City of Leander in Volume 10833, Page 1355 of the Real Property Records of Travis County, Texas and being the most southerly corner of said 1.080 acre tract;

**THENCE** S47°05'58"E, with the westerly line of said 99.1236 acre tract, a distance of 268.15 feet to a cotton spindle found at the most westerly corner of a 1.744 acre tract of land (Tract F) described in a deed of record to the City of Leander, Texas in Document No. 2012030632 of the Official Public Records of Travis County;

**THENCE** with the southwesterly line of said 1.744 acre tract the following three (3) courses:

1. S47°20'41"E, a distance of 203.63 feet to a iron rod with cap found;
2. S77°25'50"E, a distance of 429.20 feet to a iron rod with cap found;
3. S51°06'28"E, a distance of 656.83 feet to a iron rod with cap found at the common corner of the 99.1236 acre tract, the 1.744 acre tract and a 19,762 square foot tract of land described in a deed of record to the City of Leander in Volume 11251, Page 1095 of the Real Property Records of Travis County, Texas, for the most easterly corner hereof;

**THENCE** S62°42'13"W, with the northerly line of said 19,762 square foot tract, a distance of 190.18 feet to a iron rod with cap found at the most easterly corner of a 2.182 acre tract of land (Tract E) described in a deed of record to the City of Leander, Texas in Document No. 2012030632 of the Official Public Records of Travis County;

1805 Ouida Drive, Austin, TX 78728  
Phone (512)267-7430 • Fax (512)836-8385



3/3

**THENCE** with the northwesterly line of said 2.182 acre tract the following two (2) courses:

1. S58°32'33"W, a distance of 739.57 feet to a iron rod with cap found;
2. S54°48'20"W, a distance of 597.16 feet to a iron rod with cap found in the westerly line of the 99.1236 acre tract;

**THENCE** with the westerly line of the 99.1236 acre tract the following two (2) courses:

1. S40°13'23"W, a distance of 679.89 feet to a iron rod with cap found;
2. N52°08'06"W, a distance of 326.88 feet to a iron rod with cap found in the curving easterly line of said Crystal Falls Parkway of a curve to the left, for the southwesterly corner hereof;

**THENCE** with the easterly line of Crystal Falls Parkway, same being a westerly line of the 1,142.168 acre tract, the following six (6) courses:

1. Along said curve to the left, having a radius of 1,010.00 feet, an arc length of 40.00 feet and a chord which bears N29°42'08"E, a distance of 40.00 feet to a iron rod with cap found at the end of said curve;
2. N28°27'16"E, a distance of 682.54 feet to a iron rod with cap found at the point of curvature of a curve to the left;
3. Along said curve to the left, having a radius of 1115.00 feet, an arc length of 865.92 feet and a chord which bears N06°16'45"E, a distance of 844.32 feet to a 1/2" iron rod with cap found at the end of said curve;
4. N15°58'55"W, a distance of 714.37 feet to a 1/2" iron rod with cap found at the point of curvature of a curve to the right;
5. Along said curve to the right, having a radius of 1060.00 feet, an arc length of 655.94 feet and a chord which bears N01°46'10"E, a distance of 645.52 feet to a 1/2" iron rod with cap found at the end of said curve;
6. N19°35'31"E, a distance of 150.00 feet to the **POINT OF BEGINNING**, containing an area of 50.615 acres of land, more or less.

  
 Phillip L. McLaughlin 03-20-13  
 Registered Professional Land Surveyor  
 State of Texas No. 5300



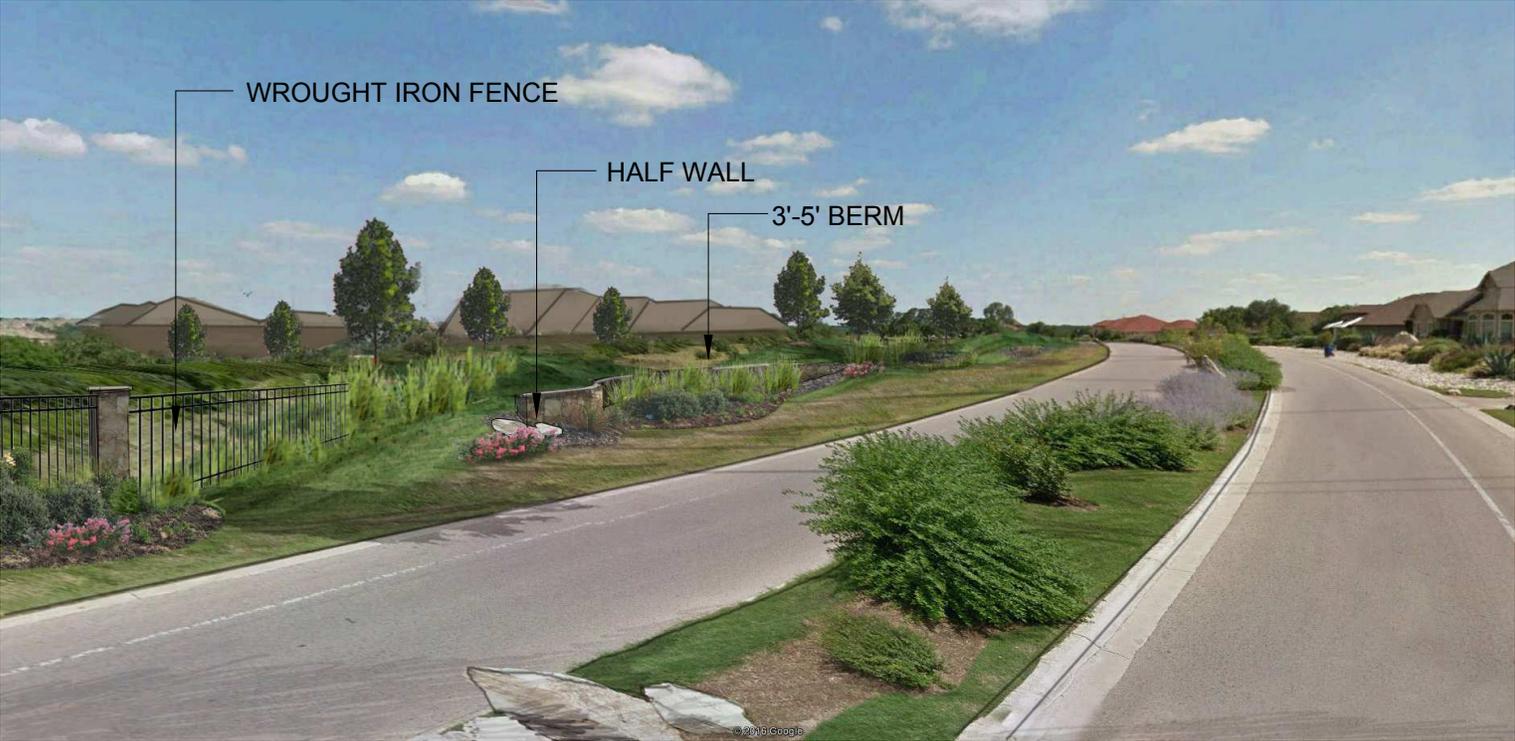
**Bearings are based on the Texas Coordinate System, NAD 83, Central Zone.**  
G&R Surveying Project No. 13151 Attachments: 13151\_GR-BND-EX.DWG

1805 Ouida Drive, Austin, TX 78728  
Phone (512)267-7430 • Fax (512)836-8385





CRYSTAL FALLS PARKWAY LOOKING SOUTH EAST - EXISTING CONDITION



PROPOSED CRYSTAL FALLS PARKWAY LANDSCAPE TREATMENT  
COMBINATION BERMS, HALF WALLS, WROUGHT IRON, LANDSCAPING AND 6' STONE WALL



**KEY**

-  STONE WALL
-  WROUGHT IRON FENCE
-  HALF WALL



**OVERALL PLAN**

0 200 400 800



NORTH

**PLAN DETAIL**



NORTH



JACO  
 Jay Engineering Company, Inc.  
 P.O. Box 1220  
 Leander, Texas 78646-1220  
 Tel: (512) 259-3882 Fax: (512) 259-8016  
 Texas Registered Engineering Firm F-4780



STREET INFORMATION						
STREET NAME	LENGTH	EASEMENT WIDTH	ROAD WIDTH	DESIGN SPEED	HMAC	BASE
CLAIM HIGHER PASS	939 L.F.	50'	27' F-F	30 MPH	1-1/2"	8"
SEPTEMBER WINE COURT	198 L.F.	50'	27' F-F	30 MPH	1-1/2"	8"
VAQUERO SADDLE PASS	1,374 L.F.	50'	27' F-F	30 MPH	1-1/2"	8"
HAPPY TRAILS DRIVE	662 L.F.	50'	27' F-F	30 MPH	1-1/2"	8"
LOYAL JUNE TRAIL	493 L.F.	50'	27' F-F	25 MPH	1-1/2"	8"
TWILIGHT PATROL COURT	384 L.F.	50'	27' F-F	25 MPH	1-1/2"	8"
SANDIA VINE DRIVE	1,536 L.F.	50'	27' F-F	30 MPH	1-1/2"	8"

PSD/PUE/PSE = Private Street & Drainage/Public Utility Easement/Public Safety Easement

Line Table		
Line #	Length	Direction
L1	363.13'	S52°08'35"E
L2	723.41'	S28°26'25"W
L3	714.49'	S15°58'56"E
L4	149.61'	S19°44'14"W
L5	411.94'	N66°29'39"W
L6	157.40'	N34°17'07"E
L7	726.23'	N10°46'39"W
L8	268.33'	N47°16'32"W
L9	203.71'	N47°15'59"W
L10	429.17'	N77°26'01"W
L12	739.76'	N58°32'11"E
L13	597.09'	N54°47'15"E
L14	680.18'	N40°07'14"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord
C1	866.083	1115.000	044.5048	S06°16'49"W	844.47'
C2	656.146	1060.000	035.4664	S01°47'07"W	645.72'

**MATCHLINE**

**SEE SHEET 3**

SCALE: 1"=100'  
 1 FOOT CONTOURS  
 Date: 02-05-14

NO.	DATE	REVISIONS	APP.

**THE LOOKOUT GROUP**  
 SCALE: AS NOTED DWG: VDI DESIGN: SDK DATE: Feb. 2014  
 DWG. NO. AS NOTED JOB NO. 157-053-20  
 Section 6 Preliminary Plat Revision 2  
**LAYOUT (100' Scale)**  
 Sheet No. **2** of **7**

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# MATCHLINE

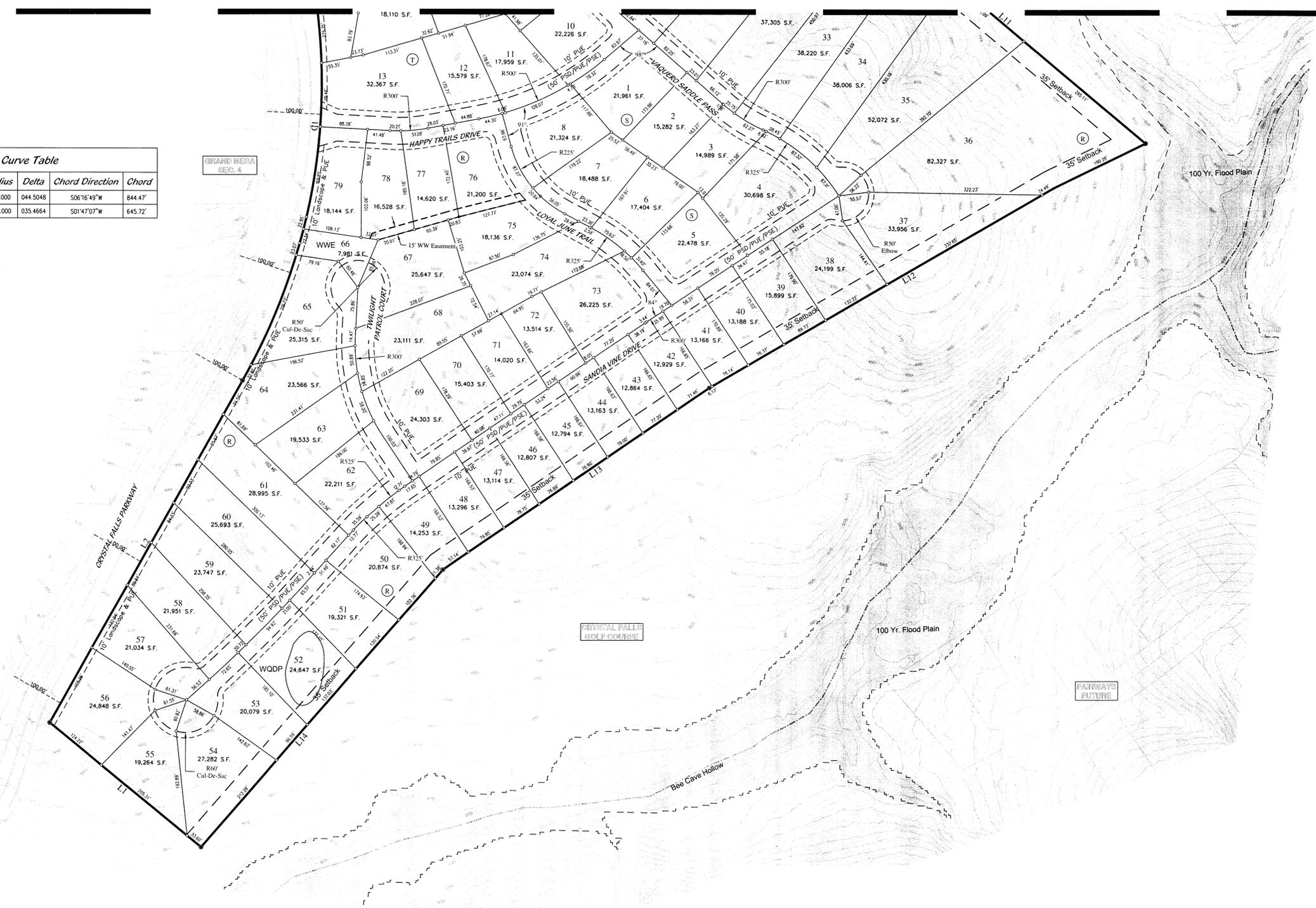
# SEE SHEET 2



Line #	Length	Direction
L1	363.13'	S52°08'35"E
L2	723.41'	S28°26'25"W
L3	714.49'	S15°58'56"E
L4	149.61'	S19°44'14"W
L5	411.94'	N66°29'39"W
L6	157.40'	N34°17'07"E
L7	726.23'	N10°46'39"W
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L10	429.17'	N77°26'01"W
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Curve #	Length	Radius	Delta	Chord Direction	Chord
C1	866.083	1115.000	044.5048	S06°16'49"W	844.47'
C2	656.146	1060.000	035.4664	S01°47'07"W	645.72'

WWE = Wastewater Easement  
 WQDP = Water Quality Detention Pond  
 PSD/PUE/PSE = Private Street & Drainage/Public Utility Easement/Public Safety Easement



STREET INFORMATION						
STREET NAME	LENGTH	EASEMENT WIDTH	ROAD WIDTH	DESIGN SPEED	HMAC	BASE
CLAIM HIGHER PASS	939 L.F.	50'	27' F-F	30 MPH	1-1/2"	8"
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VAQUERO SADDLE PASS	1,374 L.F.	50'	27' F-F	30 MPH	1-1/2"	8"
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TWILIGHT PATROL COURT	384 L.F.	50'	27' F-F	25 MPH	1-1/2"	8"
SANDIA VINE DRIVE	1,536 L.F.	50'	27' F-F	30 MPH	1-1/2"	8"

JACO  
 Jay Engineering Company, Inc.  
 P.O. Box 1220  
 Leander, Texas 78646-1220  
 Tel. (512) 259-3882 Fax. (512) 259-8016  
 Texas Registered Engineering Firm F-4780

Section 6 Preliminary Plat Revision 2  
**LAYOUT (100' Scale)**

**THE LOOKOUT GROUP**  
 SCALE: AS NOTED DWN: VDI DESIGN: SDK DATE: Feb 2014  
 DWG. NO. AS NOTED JOB NO. 157-053-20

Sheet  
 No. **3**  
 of **7**

SCALE: 1"=100'  
 1 FOOT CONTOURS  
 Date: 02-05-14

NO.	DATE	REVISIONS	APP.

# THE FAIRWAYS @ CRYSTAL FALLS

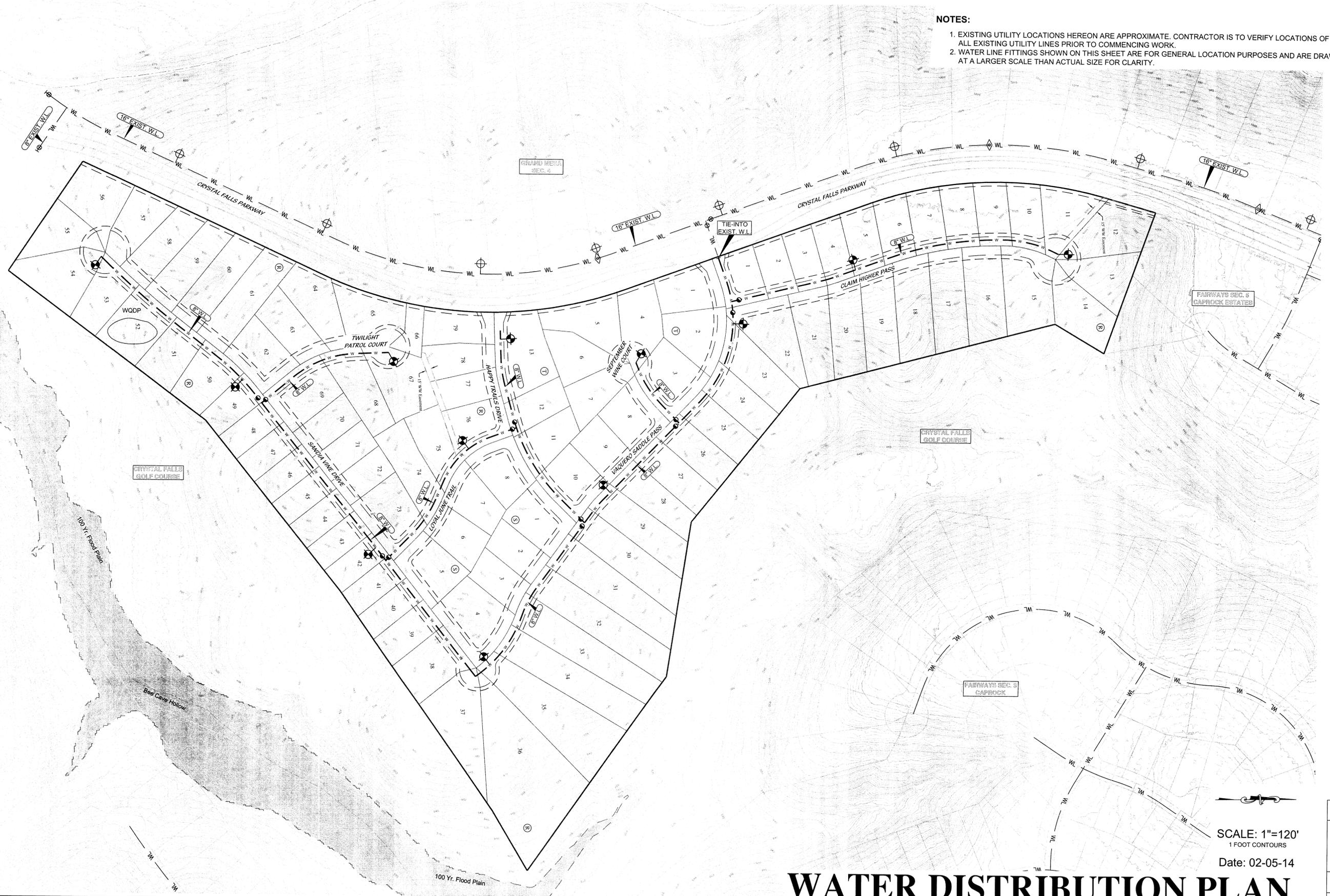
## SECTION 6 PRELIMINARY PLAT REVISION 2

IN THE CITY OF LEANDER, TRAVIS COUNTY & WILLIAMSON COUNTY, TEXAS



**NOTES:**

- EXISTING UTILITY LOCATIONS HEREON ARE APPROXIMATE. CONTRACTOR IS TO VERIFY LOCATIONS OF ALL EXISTING UTILITY LINES PRIOR TO COMMENCING WORK.
- WATER LINE FITTINGS SHOWN ON THIS SHEET ARE FOR GENERAL LOCATION PURPOSES AND ARE DRAWN AT A LARGER SCALE THAN ACTUAL SIZE FOR CLARITY.



SCALE: 1"=120'  
1 FOOT CONTOURS  
Date: 02-05-14

# WATER DISTRIBUTION PLAN

Jay Engineering Company, Inc.  
P.O. Box 1220  
Leander, Texas 78646-1220  
Tel: (512) 259-8882 Fax: (512) 259-8016  
Texas Registered Engineering Firm F-4780



Section 6 Preliminary Plat Revision 2  
**WATER DISTRIBUTION PLAN**

**THE LOOKOUT GROUP**  
SCALE: AS NOTED DWN: VDI DESIGN: SDK DATE: Feb 2014  
DWG. NO. AS NOTED JOB NO. 157-053-20

Sheet  
No. **4**  
of **7**

NO.	DATE	REVISIONS	APPV.

C:\Projects\157 - Lookout Group\157-053-20 Fairways Section 6 Preliminary Plat Revision 2.dwg

# THE FAIRWAYS @ CRYSTAL FALLS

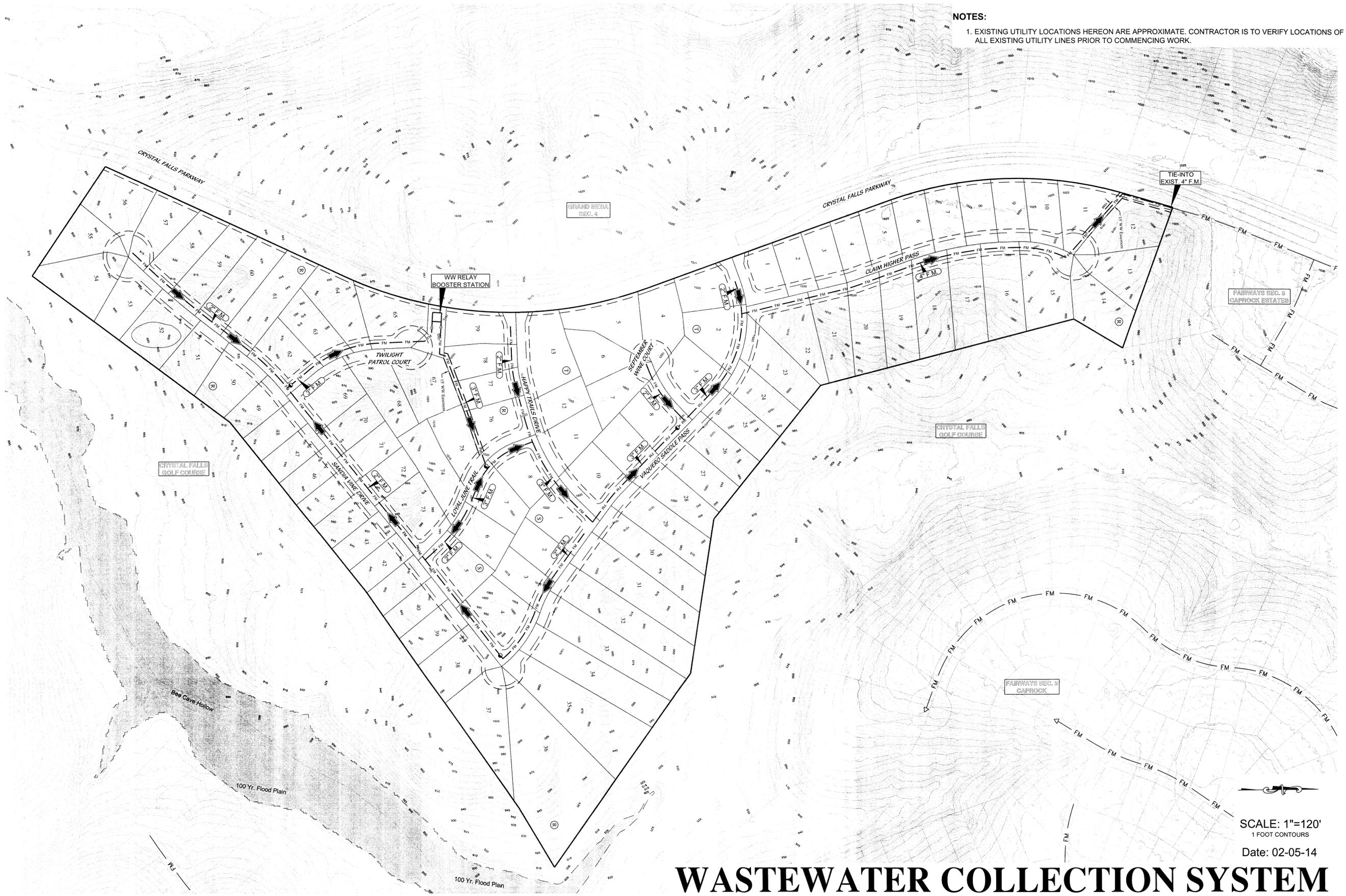
## SECTION 6 PRELIMINARY PLAT REVISION 2

IN THE CITY OF LEANDER, TRAVIS COUNTY & WILLIAMSON COUNTY, TEXAS



**NOTES:**

1. EXISTING UTILITY LOCATIONS HEREON ARE APPROXIMATE. CONTRACTOR IS TO VERIFY LOCATIONS OF ALL EXISTING UTILITY LINES PRIOR TO COMMENCING WORK.



SCALE: 1"=120'  
1 FOOT CONTOURS  
Date: 02-05-14

# WASTEWATER COLLECTION SYSTEM

JACO  
Jay Engineering Company, Inc.  
P.O. Box 1120  
Leander, TX 78646-1120  
Tel: (512) 255-3882 Fax: (512) 259-8016  
Texas Registered Engineering Firm F-4780

Section 6 Preliminary Plat Revision 2  
**WASTEWATER COLLECTION SYSTEM**

**THE LOOKOUT GROUP**  
SCALE: AS NOTED DWN: VDI DESIGN: SDK DATE: Feb. 2014  
DWG. NO. AS NOTED JOB NO. 157-053-20

NO.	DATE	REVISIONS	APPV.

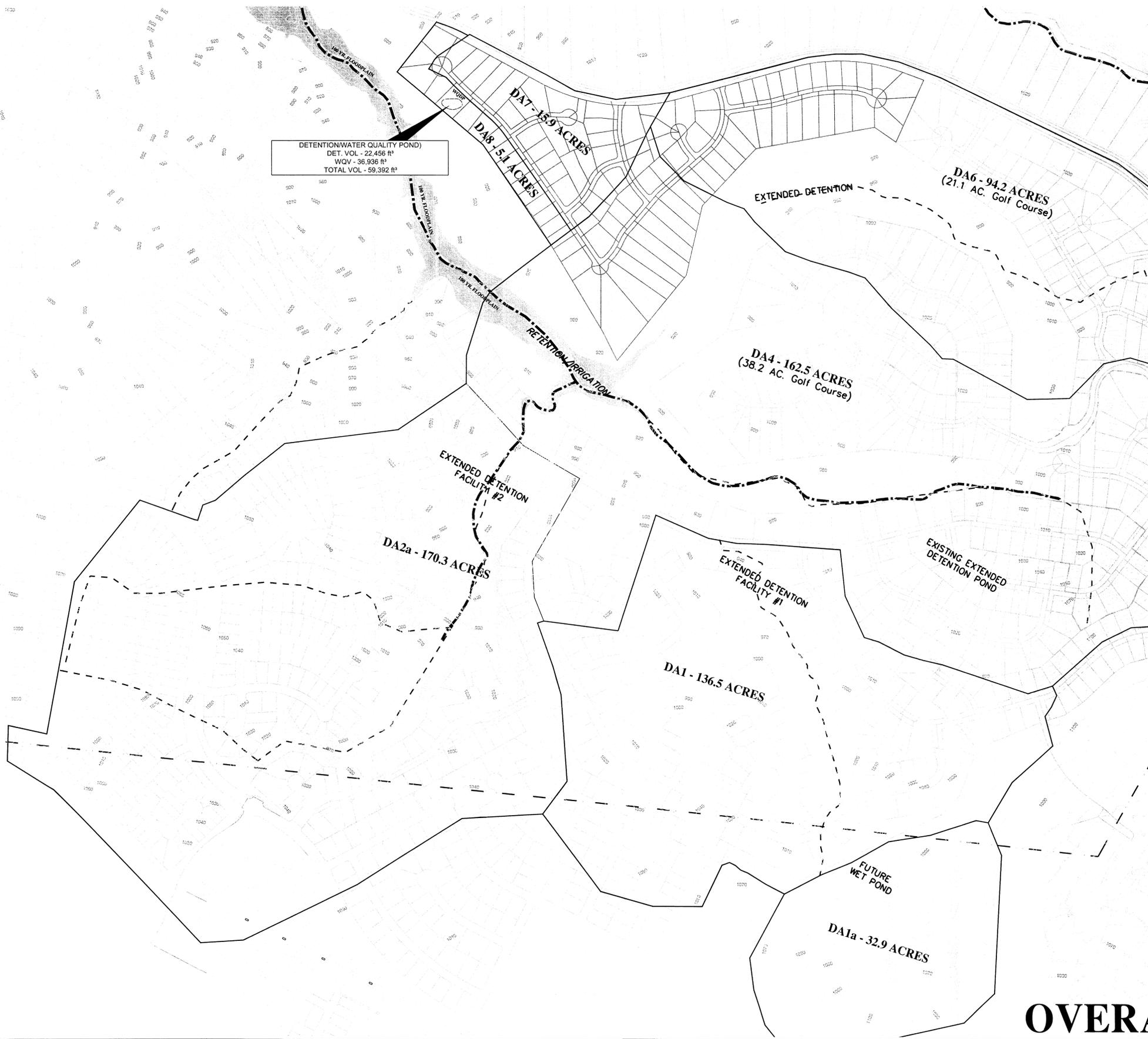
Sheet  
No. **5**  
of **7**

D:\Projects\157 - Lookout Group\157-053-20 Fairways Section 6 Rev. Preliminary Plat\157-053-20-02-2014.dwg

# THE FAIRWAYS @ CRYSTAL FALLS

## SECTION 6 PRELIMINARY PLAT REVISION 2

IN THE CITY OF LEANDER, TRAVIS COUNTY & WILLIAMSON COUNTY, TEXAS



DETENTION WATER QUALITY POND  
 DET. VOL - 22,456 ft<sup>3</sup>  
 WQV - 36,936 ft<sup>3</sup>  
 TOTAL VOL - 59,392 ft<sup>3</sup>

**NOTES:**

- PROPOSED DETENTION POND WILL MAINTAIN FLOWS AT OR BELOW EXISTING LEVELS FOR THE 2, 10, 25 AND 100 YEAR STORMS.

BLUFFS/FAIRWAYS (DA1)		DETENTION DESIGN FOR		100 YEAR FREQUENCY STORM	
Cp	0.68	proposed runoff coefficient		2 year storm:	25 year storm:
Ap	15.9	acres	drainage area	a = 54.767	a = 82.936
Qa	78	cfs	Q allowable is Q existing	b = 11.051	b = 10.746
Tcp	19.9	minutes	proposed time of concentration	c = 0.8116	c = 0.7634
storm frequency	a	b	c	5 year storm:	100 year storm:
100	118.3	13.185	0.7736	a = 62.981	a = 118.3
				b = 10.477	b = 13.185
				c = 0.782	c = 0.7736
EQUATION USED: $[(td+b)^c + 1] / [a(td+b-c*td)] = 2Cp*Ap/Qallowable$					
Initial Td	New Td	LHS	RHS	C.F.	
30		0.336443	0.277230769	0.824005	a = 70.82
	24.72015702	0.2839625	0.277230769	0.976294	b = 10.396
	24.13413228	0.2781879	0.277230769	0.996559	c = 0.7725
	24.05109657	0.2773706	0.277230769	0.999496	CRITICAL STORM DURATION BY THE MODIFIED RATIONAL METHOD Td = 24.05 min
Pond Storage Volume: EQUATION USED: $60^*Cp^*a/[(Td+b)^c] * Ap^*Td - (30^*Qa^*(Td+Tcp))$ Sd = 9583.615611 ft <sup>3</sup>					
P180	6.87	Precipitation Values in Austin, inches			
Ptd	2.93	Duration (min)	2 yr	5 yr	10 yr
		5	0.54	0.64	0.72
		10	0.9	1.08	1.21
		15	1.15	1.4	1.58
		30	1.62	2.03	2.31
		60	2.07	2.69	3.1
		120	2.45	3.32	3.9
		180	2.64	3.68	4.37
REQUIRED VOLUME Sr = Sd * P180 / Ptd Sr = 22456.62 ft <sup>3</sup>					
		CALC VALUES	1.43	1.78	2.02
			2.38	2.93	
*EXISTING FLOW WAS DECREASED BY 7.7 cfs TO COMPENSATE FOR INCREASED FLOWS FROM FULL BUILD-OUT IN DA8					

RATIONAL METHOD DRAINAGE SUMMARY							
FAIRWAYS AT CRYSTAL FALLS SECTION 6 PRELIM REVISION 2							
Drainage Area ID	Area (ac)	Time of Concentration (min)	C1	C25	C100	Q1 (cfs)	Q25 (cfs)
7-Existing	15.9	20.1	0.29	0.50	0.57	15.2	47.9
7-Developed	15.9	20.7	0.37	0.61	0.69	19.2	58.3
8-Existing	5.1	5.0	0.26	0.47	0.54	7.3	24.1
8-Developed	5.1	5.0	0.34	0.58	0.66	9.4	30.0

SCALE: 1"=300'  
 1 FOOT CONTOURS  
 Date: 02-05-14

# OVERALL DRAINAGE PLAN

Jay Engineering Company, Inc.  
 P.O. Box 1220  
 Leander, Texas 78646-1220  
 Tel. (512) 259-3882 Fax. (512) 259-8016  
 Texas Registered Engineering Firm. F-4780



Section 6 Preliminary Plat Revision 2  
**OVERALL DRAINAGE PLAN**

**THE LOOKOUT GROUP**  
 SCALE: AS NOTED DWN: VDI DESIGN: SDK DATE: Feb 2014  
 DWG. NO. AS NOTED JOB NO. 157-053-20

Sheet No. **6** of **7**

D:\Projects\157 - Lookout Group\157-053-20 Drainage Section 6 Preliminary Plat\157-053-20-05-14.dwg



## EXHIBIT A FAIRWAYS SECTION 6- PUD

### A. Purpose and Intent

1. The Fairways Section 6 PUD is composed of approximately 50.615 acres, as shown in Exhibit C. The development of this property is a detached condominium regime single-family community.

### B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit A.
2. For the purpose of establishing development standards for the PUD, base zoning of MF-2-B (Multi-Family) has been selected from the Leander Composite Zoning Ordinance.

### C. Conceptual Site Layout & Land Use Plan

1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit B, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

### D. Allowable Use

1. The use will be detached single-family dwellings. The maximum dwelling count shall be **85**.

### E. Development Design Standards

1. Building envelopes shall comply with the following. These dimensions do not include patios (covered or uncovered) or decks.
  - a. Maximum – 100’ wide X 90’ deep
  - b. Minimum – 50’ wide X 50’ deep
2. Development Standards:

	MF-2-A DETACHED DWELLINGS
Front Setback (minimum from back of curb)	18 ft. Min
Side Setback (minimum between dwelling units )	10 ft. Min **
Street Side Setback (minimum from back of curb)	10 ft. Min
Rear Setback (minimum)	20 ft. Min*
Perimeter Setback	15 ft. Min
Building Separation (minimum)	10 ft. Min **
Building Setback from Golf Course	35 ft. Min
Building Height	35 ft Max

*\*This setback is defined as the condition when the rears of two units are immediately adjacent.*

*\*\*Eave overhang is not included in calculations for minimum building separation. A minimum of seven feet clear zone between building roof lines will be provided. Patios, decks and similar improvements shall have a minimum separate of 10 feet from all adjacent buildings.*

#### F. Drive Design

1. Refer to Exhibit B for detailed cross section of vehicular access easement.
2. The minimum centerline radius for private drives is 100-feet. Minimum cul-de-sac drive surface radius is 50-feet.
3. The access drive alignment, building pads and island locations may vary to minimize disturbance to significant trees and natural topographic features. Private drives will have a 23-foot wide pavement width with 18-inch ribbon curbs or a 23-foot wide pavement width with 24-inch curb and gutter (which includes mountable curb or stand up curb).
4. This project will be gated.
5. A path for a golf cart connection shall be provided from this development to the Golf Course clubhouse. This path is required to be a minimum of 10-feet and constructed of concrete.

#### G. Architectural & Parking Requirements

1. All residential homes within this project shall comply with the applicable standards of the Type B Architectural Component and the Architectural Standards for single-family districts as listed in Article VII and Article VIII of the Composite Zoning Ordinance unless modified herein. Drives shall constitute streets with regard to this application of the ordinance.
  - a. Each dwelling shall have a minimum of 1,750 square feet of living area and a maximum of 6,000 square feet.
  - b. All dwellings shall be detached.
  - c. Garage Standard: This project shall comply with Article VIII, Section 5, (j) of the Composite Zoning Ordinance.
  - d. All roofing materials shall be tile, standing seam metal, or slate. Laminated, dimensional shingles are prohibited.
  - e. All structures shall be comprised of eighty-five (85%) percent masonry.
  - f. The renderings and elevations provided as Exhibit D are conceptual in nature. Once building plans are developed for this product the homes built shall substantially conform to the overall architectural style of Exhibit D.
2. Parking
  - a. A minimum of two garage-enclosed parking spaces and two additional off-street parking spaces (the garage driveway may be counted toward the provision of off-street parking if it is a minimum of 18' long) shall be provided per unit.

#### H. Fencing, Sidewalks, & Lighting

1. If fencing is proposed, it shall be comprised of wrought iron, decorative tubular metal, or masonry.
2. Sidewalks are required to be installed on one side of internal drives.
3. Lighting is not permitted in the interior of this project. A street light shall be provided at the intersection of the drive and the street. The street light design shall match the street light design used throughout the Highlands at Crystal Falls.

#### I. Landscaping

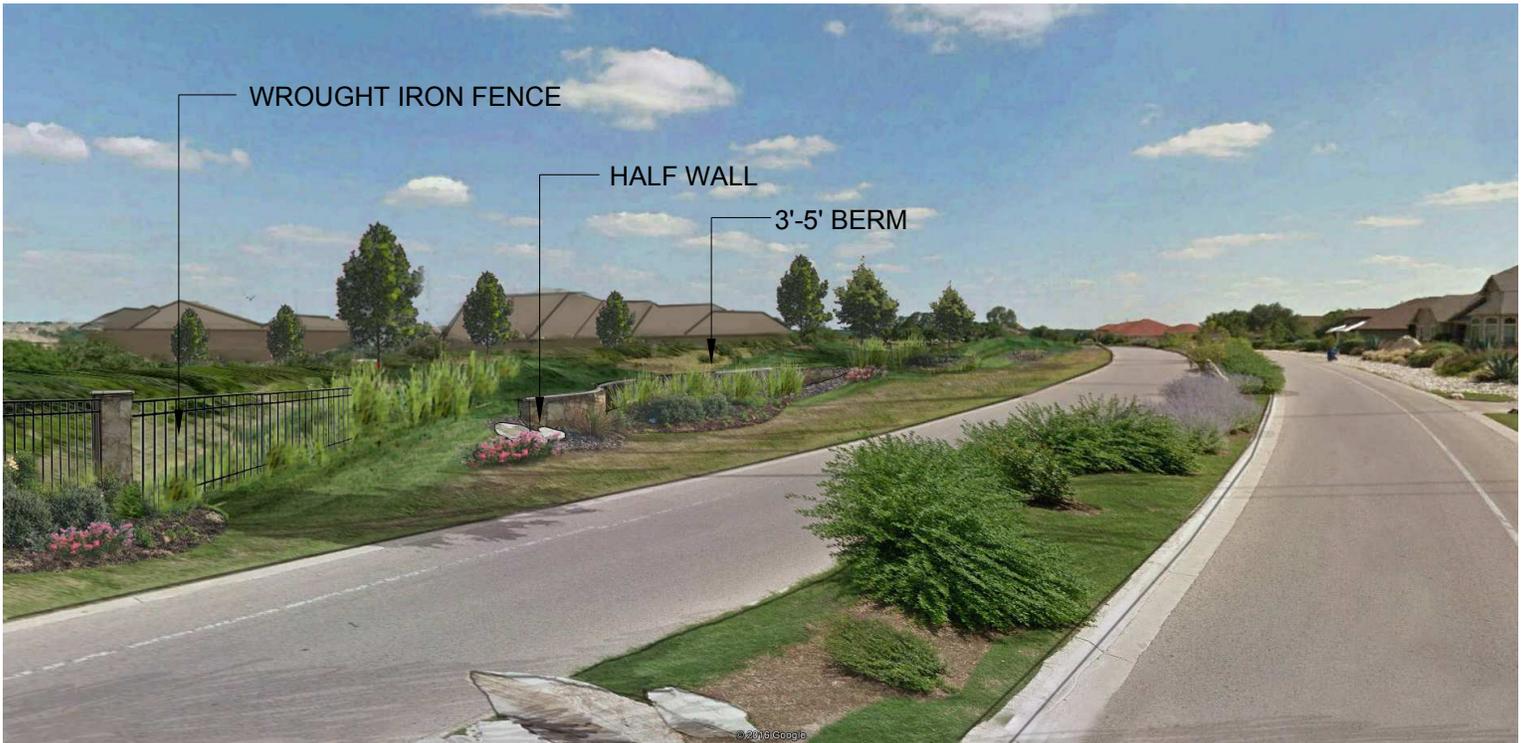
1. The landscaping and wall plan provided as Exhibit E are conceptual in nature. Once final landscape plans are developed for this section walls and landscape shall substantially conform to the overall intent and style shown in Exhibit E. No other walls or landscaping shall be required along Crystal Falls Parkway other than those shown in Exhibit E. The landscaping/wall/berm is shown in the Crystal Falls Parkway right of way. Prior to acceptance of the subdivision improvements there shall be a license agreement between the

City of Leander and Crystal Falls HOA to address the maintenance of these proposed improvements in the Crystal Falls Parkway ROW.

2. This project shall comply with Article VI of the Composite Zoning Ordinance.
  - a. The tree preservation/protection requirements associated with commercial and/or multi-family projects shall apply.
  - b. The landscape requirements associated with single-family projects shall apply.



**CRYSTAL FALLS PARKWAY LOOKING SOUTH EAST - EXISTING CONDITION**



**PROPOSED CRYSTAL FALLS PARKWAY LANDSCAPE TREATMENT**  
 COMBINATION BERMS, HALF WALLS, WROUGHT IRON, LANDSCAPING AND 6' STONE WALL



**KEY**

-  STONE WALL
-  WROUGHT IRON FENCE
-  HALF WALL



**OVERALL PLAN**

0 200 400 800

 NORTH

**PLAN DETAIL**

 NORTH

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SFS-2-B (SINGLE-FAMILY SUBURBAN) TO PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF SFS-2-A (SINGLE-FAMILY SUBURBAN); 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 50.615 acres, more or less, located in Leander, Travis County, Texas, being more particularly described in Exhibit "C", generally located to the west of the intersection of Crystal Falls Pkwy and Lakeline Blvd; legally described as 50.615 acres more or less out of the C. Ybarbo Survey, No. 420 and the C. C. Chafin Survey No. , more particularly described in Instrument Number 5874404 Official Public Records of Travis County, Texas, and identified by tax identification number 796313.

**Section 4. Property Rezoned.** The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFS-2-B (Single-Family Suburban) to PUD (Planned Unit Development) with a base zoning district of SFS-2-A (Single-Family Suburban) known as the Fairways Section 6 PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A", "B", "C", "D", and "E", 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 16<sup>th</sup> day of June, 2016.  
**FINALLY PASSED AND APPROVED** on this the 20<sup>th</sup> day of October, 2016.

**THE CITY OF LEANDER, TEXAS**

**ATTEST:**

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

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

**EXHIBIT A**  
**FAIRWAYS SECTION 6- PUD**

**A. Purpose and Intent**

1. The Fairways Section 6 PUD is composed of approximately 50.615 acres, as shown in Exhibit C. The development of this property is a detached condominium regime single-family community.

**B. Applicability and Base Zoning**

1. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit A.
2. For the purpose of establishing development standards for the PUD, base zoning of SFS-2-A (Single-Family Suburban) has been selected from the Leander Composite Zoning Ordinance.
3. Multiple residential structures can be constructed on a single lot as long as the residential structures comply with the building envelopes.

**C. Conceptual Site Layout & Land Use Plan**

1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit B, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

**D. Allowable Use**

1. The use will be multiple detached single-family dwellings developed as a condominium site plan. The maximum dwelling count shall be 85.

**E. Development Design Standards**

1. Building envelopes shall comply with the following. These dimensions do not include patios (covered or uncovered) or decks.
  - a. Maximum – 100’ wide X 90’ deep
  - b. Minimum – 50’ wide X 50’ deep

2. Development Standards:

	<b>SFS-2-A</b>
	<b>DETACHED DWELLINGS</b>
Front Setback (minimum from back of curb)	18 ft. Min
Side Setback (minimum between dwelling units )	10 ft. Min **
Street Side Setback (minimum from back of curb)	10 ft. Min
Rear Setback (minimum)	20 ft. Min*
Perimeter Setback	15 ft. Min
Building Separation (minimum)	10 ft. Min **
Building Setback from Golf Course	35 ft. Min
Building Height	35 ft Max

*\*This setback is defined as the condition when the rears of two units are immediately adjacent.*

*\*\*Eave overhang is not included in calculations for minimum building separation. A minimum of seven feet clear zone between building roof lines will be provided. Patios, decks and similar improvements shall have a minimum separate of 10 feet from all adjacent buildings.*

**F. Drive Design**

1. Refer to Exhibit B for detailed cross section of vehicular access easement.
2. The minimum centerline radius for private drives is 100-feet. Minimum cul-de-sac drive surface radius is 50-feet.
3. The access drive alignment, building pads and island locations may vary to minimize disturbance to significant trees and natural topographic features. Private drives will have a 23-foot wide pavement width with 18-inch ribbon curbs or a 23-foot wide pavement width with 24-inch curb and gutter (which includes mountable curb or stand up curb).
4. This project will be gated.
5. A path for a golf cart connection shall be provided from this development to the Golf Course clubhouse. This path is required to be a minimum of 10-feet and constructed of concrete.

**G. Architectural & Parking Requirements**

1. All residential homes within this project shall comply with the applicable standards of the Type A Architectural Component and the Architectural Standards for single-family districts as listed in Article VII and Article VIII of the Composite Zoning Ordinance unless modified herein. Drives shall constitute streets with regard to this application of the ordinance.
  - a. Each dwelling shall have a minimum of 1,750 square feet of living area and a maximum of 6,000 square feet.
  - b. All dwellings shall be detached.
  - c. Garage Standard: This project shall comply with Article VIII, Section 5, (j) of the Composite Zoning Ordinance.

- d. All roofing materials shall be tile, standing seam metal, or slate. Laminated, dimensional shingles are prohibited.
  - e. All structures shall be comprised of eighty-five (85%) percent masonry.
  - f. The renderings and elevations provided as Exhibit D are conceptual in nature. Once building plans are developed for this product the homes built shall substantially conform to the overall architectural style of Exhibit D.
2. Parking
    - a. A minimum of two garage-enclosed parking spaces and two additional off-street parking spaces (the garage driveway may be counted toward the provision of off-street parking if it is a minimum of 18' long) shall be provided per unit.
  3. All exteriors of residential homes shall comply with an earth tone color palette.

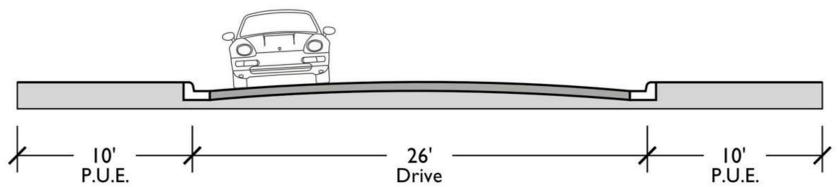
#### **H. Fencing, Sidewalks, & Lighting**

1. If fencing is proposed, it shall be comprised of wrought iron, decorative tubular metal, or masonry.
2. Sidewalks are required to be installed on one side of internal drives.
3. Street lighting is not permitted in the interior of this project. A street light shall be provided at the intersection of the drives and Crystal Falls Parkway. The street light fixture shall match the street light design used throughout the Highlands at Crystal Falls.

#### **I. Landscaping**

1. The landscaping and wall plan provided as Exhibit E are conceptual in nature. Once final landscape plans are developed for this section walls and landscape shall substantially conform to the overall intent and style shown in Exhibit E. No other walls or landscaping shall be required along Crystal Falls Parkway other than those shown in Exhibit E. This landscape area is required to include a minimum of twenty (20) ornamental trees and one-hundred (100) shrubs. These plantings shall be planted between the northern property line and the emergency access road. The ten foot landscape lot will not be required. The fencing and/or wall shall be located on the property line. The landscaping/berm is shown in the Crystal Falls Parkway right of way. Prior to acceptance of the subdivision improvements there shall be a license agreement between the City of Leander and Crystal Falls HOA to address the maintenance of these proposed improvements in the Crystal Falls Parkway ROW.
2. This project shall comply with Article VI of the Composite Zoning Ordinance.
  - a. The tree preservation/protection requirements associated with commercial and/or multi-family projects shall apply.
  - b. The landscape requirements associated with single-family projects shall apply.

Private Drive Cross Section

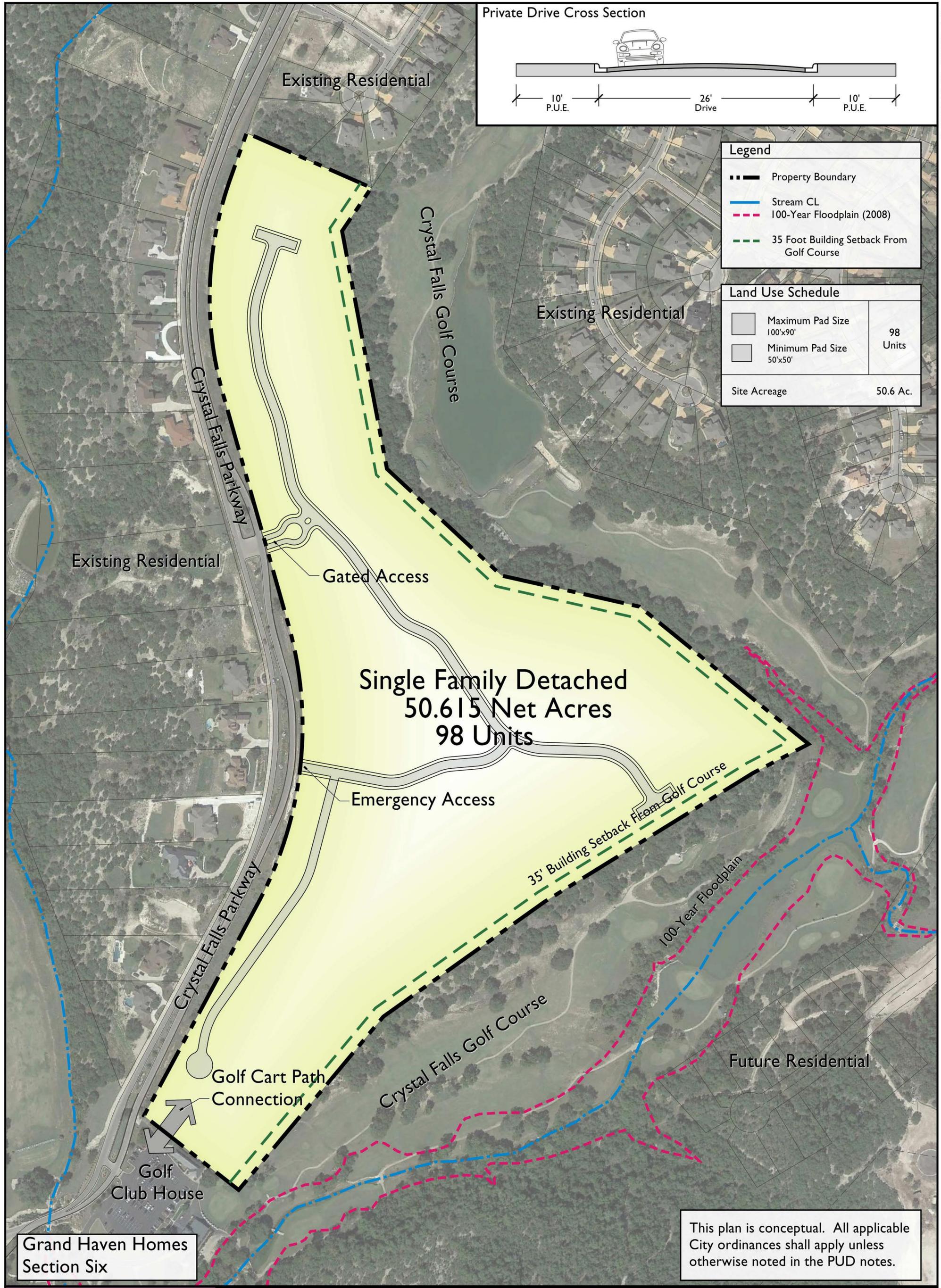


**Legend**

- Property Boundary
- Stream CL
- 100-Year Floodplain (2008)
- 35 Foot Building Setback From Golf Course

**Land Use Schedule**

Maximum Pad Size 100'x90'	98 Units
Minimum Pad Size 50'x50'	
Site Acreage	50.6 Ac.



Single Family Detached  
50.615 Net Acres  
98 Units

Grand Haven Homes  
Section Six

This plan is conceptual. All applicable City ordinances shall apply unless otherwise noted in the PUD notes.

**Crystal Falls**  
Leander, Texas

Exhibit B Conceptual Site Layout And Land Use Plan

SCALE: 1" = 100'  
0 50 100 200  
DATE: 06-01-2016

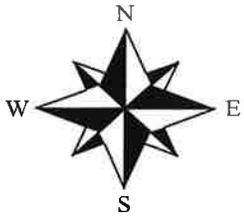


712 Congress Avenue, Suite 300  
Austin, TX 78701  
Tel: (512) 480-0032 Fax: (512) 480-0617  
www.rvplanning.com  
**rvl**  
planning + landscape architecture

All information furnished regarding this property is from sources deemed reliable. However, RVI has not made an independent investigation of these sources and no warranty or representation is made by RVI as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice, to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

**CURVE TABLE**

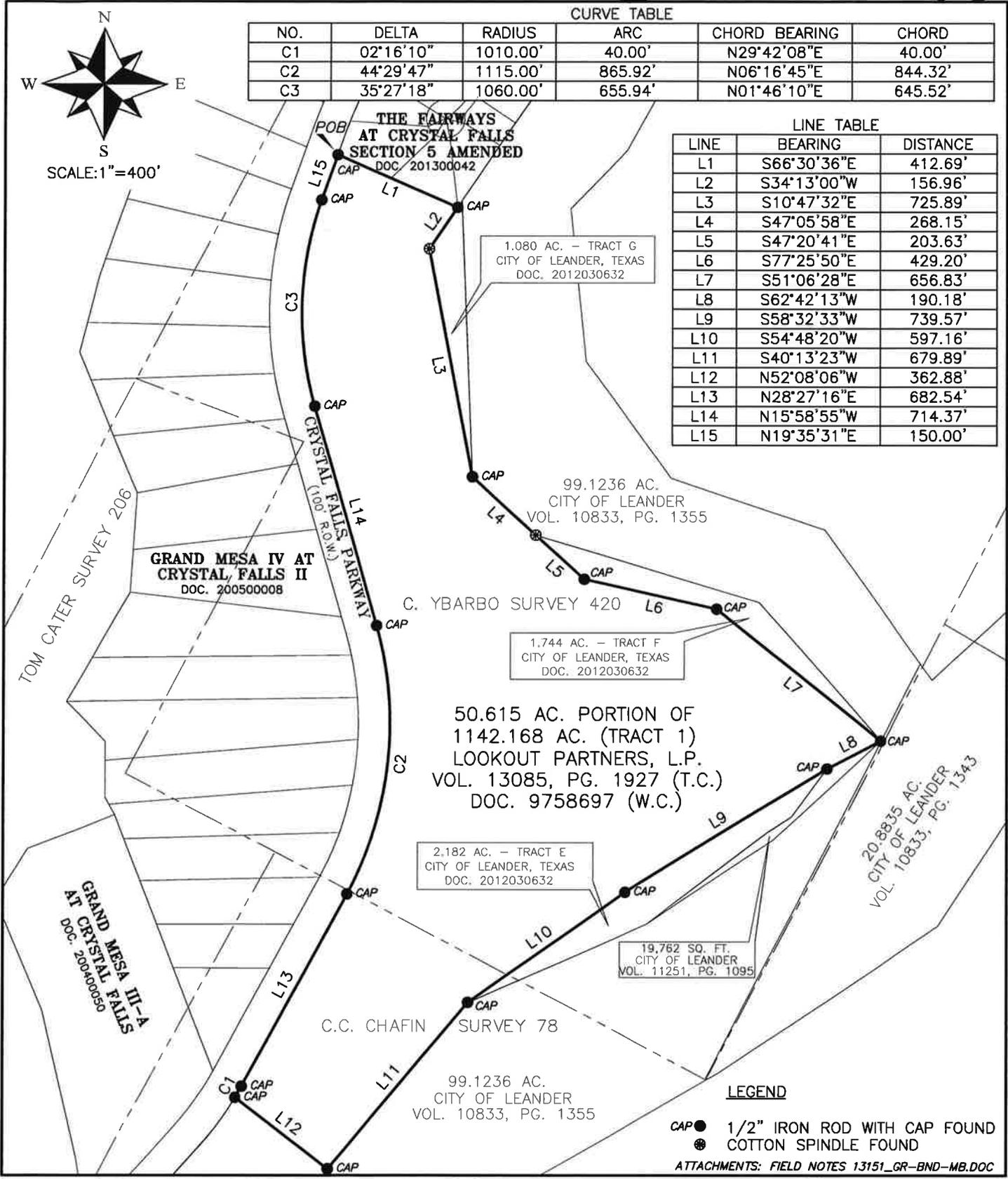
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	02°16'10"	1010.00'	40.00'	N29°42'08"E	40.00'
C2	44°29'47"	1115.00'	865.92'	N06°16'45"E	844.32'
C3	35°27'18"	1060.00'	655.94'	N01°46'10"E	645.52'



SCALE: 1" = 400'

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S66°30'36"E	412.69'
L2	S34°13'00"W	156.96'
L3	S10°47'32"E	725.89'
L4	S47°05'58"E	268.15'
L5	S47°20'41"E	203.63'
L6	S77°25'50"E	429.20'
L7	S51°06'28"E	656.83'
L8	S62°42'13"W	190.18'
L9	S58°32'33"W	739.57'
L10	S54°48'20"W	597.16'
L11	S40°13'23"W	679.89'
L12	N52°08'06"W	362.88'
L13	N28°27'16"E	682.54'
L14	N15°58'55"W	714.37'
L15	N19°35'31"E	150.00'



**LEGEND**

- CAP ● 1/2" IRON ROD WITH CAP FOUND
- COTTON SPINDLE FOUND

ATTACHMENTS: FIELD NOTES 13151\_GR-BND-MB.DOC

**SHEET**

1 / 1

**EXHIBIT**

BEARING BASIS: NAD 83 CENTRAL ZONE  
 PLOTTING SCALE: 1" = 400'  
 DRAWN BY: PMC  
 REVIEWED BY: DRS  
 PROJECT NO: 13151  
 FILE: L:\13151\DWG\13151\_GR-BND-EX  
 DATE: MARCH 20, 2013

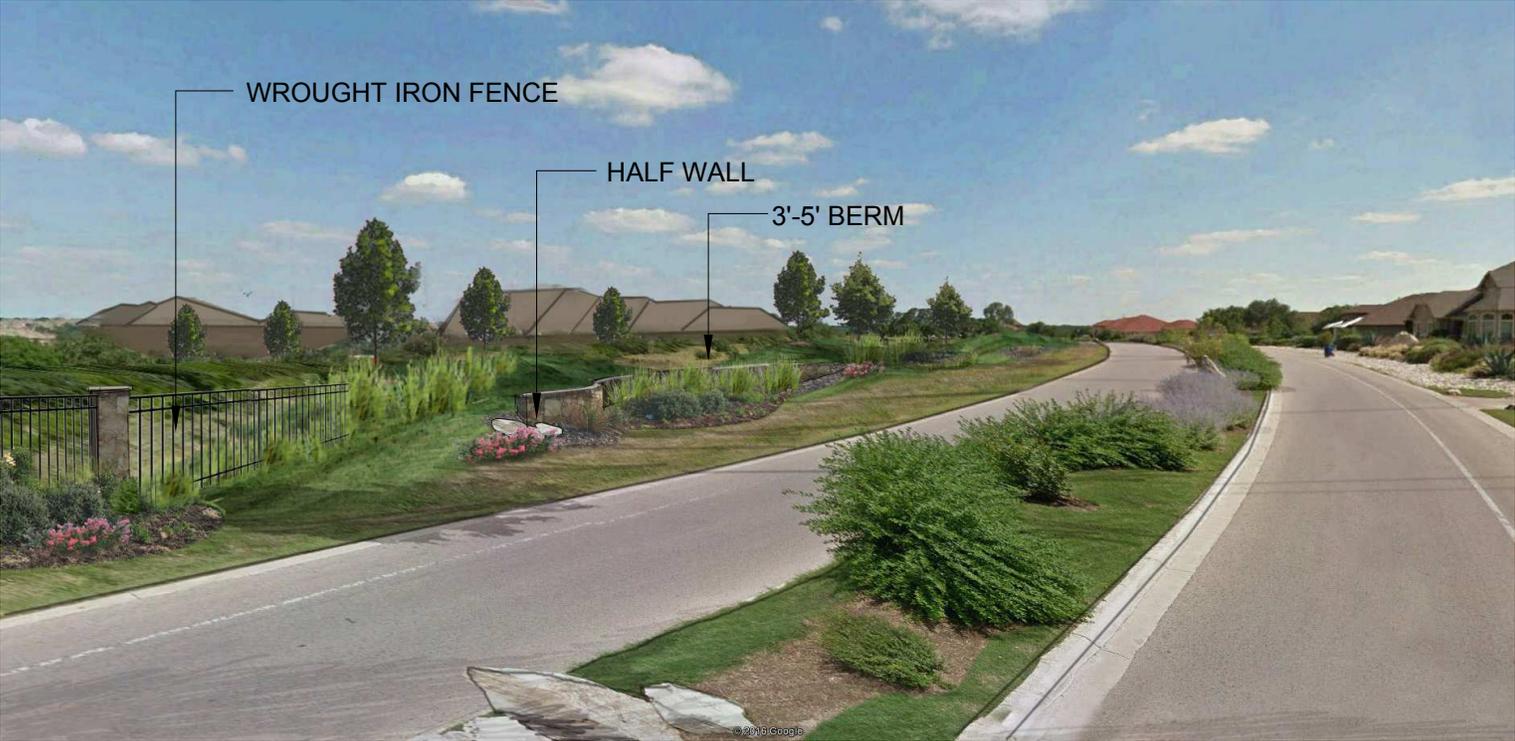
50.615 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE C. YARBO SURVEY NO. 420 AND THE C.C. CHAFIN SURVEY NO. 78, BEING A PORTION OF A 1,142.168 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LOOKOUT PARTNERS, L.P., IN VOLUME 13085, PAGE 1927 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND IN DOCUMENT NUMBER 9758697, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

**GR**  
 SURVEYING, LLC  
 1805 OUIDA DR.  
 AUSTIN, TEXAS 78728  
 PHONE: (512) 267-7430  
 FAX: (512) 836-8385





CRYSTAL FALLS PARKWAY LOOKING SOUTH EAST - EXISTING CONDITION

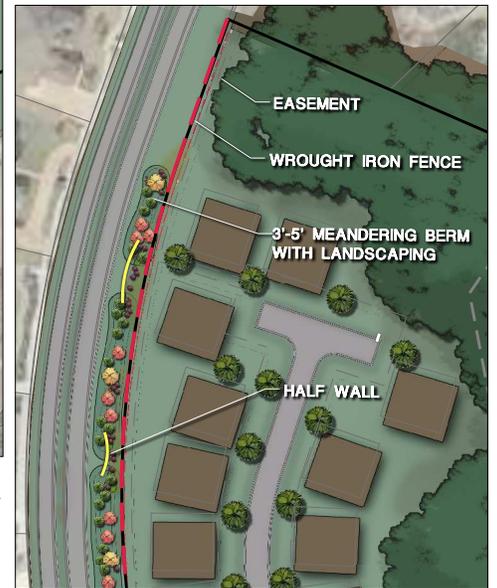


PROPOSED CRYSTAL FALLS PARKWAY LANDSCAPE TREATMENT  
COMBINATION BERMS, HALF WALLS, WROUGHT IRON, LANDSCAPING AND 6' STONE WALL



**KEY**

-  STONE WALL
-  WROUGHT IRON FENCE
-  HALF WALL



**PLAN DETAIL**

  
NORTH



**Executive Summary  
October 20, 2016**

**Agenda Subject:** Authorize moving public hearing on the issuance of Combination Tax and Revenue Certificates of Obligation in an aggregate principal amount not to exceed \$20,000,000 and action on the Certificates to November 3, 2016.

**Background:** After consultation with our Financial Advisor, First Southwest, and to accommodate certain scheduling issues, we deemed it advisable to move the sale date of the 2016 Bonds and 2016 CO's to the following City Council meeting on November 3, 2016. Since the CO's require a public hearing and previous notice was provided for October, 20, 2016, it is necessary to notify the public that the date has changed.

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

**Financial Consideration:** n/a

**Recommendation:** Approval to move public hearing to November 3, 2016.

**Attachments:** Notice of new Public Hearing date

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

**NOTICE OF PUBLIC HEARING AND INTENTION TO ISSUE  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION  
AND GENERAL OBLIGATION REFUNDING BONDS**

NOTICE IS HEREBY GIVEN that the City Council of the City of Leander, Texas, will convene at its regular meeting place of said City Council located at the Pat Bryson Municipal Hall at 201 North Brushy Street, Leander, Texas at 7:00 p.m. on November 3, 2016, and, during such meeting, the City Council will conduct a hearing on whether to issue combination tax and revenue certificates of obligation, and upon conclusion of the public hearing to consider passage of an ordinance and take such other actions as may be deemed necessary to authorize the issuance of combination tax and revenue certificates of obligation in an aggregate principal amount not to exceed \$20,000,000 for the purpose of paying contractual obligations of the City to be incurred for the (1) construction of City-wide road and street improvements, including but not limited to North Bagdad Road, including the acquisition of rights-of-way and easements therefor; (2) construction and equipping of a new fire station for the relocation of Fire Station No. 1; (3) constructing and equipping Fire Station No. 4; (4) remodel of the Pat Bryson Municipal Hall, including construction of improvements and equipment; (5) construction of infrastructure improvements, including waterworks and sewer system, streets, drainage and related infrastructure on the eastern side of the City in the vicinity of Ronald Reagan Boulevard (East boundary), RM 2243 (South boundary) and Hero Way (North boundary); and (6) payment of professional services and costs of issuance related thereto. The combination tax and revenue certificates of obligation will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City, and a limited pledge, not to exceed \$1,000, of the surplus revenues of the City's Waterworks and Sewer System. The combination tax and revenue certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Local Government Code Section 271.041, et. seq.

Pursuant to Texas Local Government Code § 271.049, an election on the question of the issuance of the certificates will be called if before the time tentatively set for the authorization and issuance or if before the authorization of the certificates, the City Secretary receives a petition signed by at least five percent of the qualified voters of the City protesting the issuance of the certificates, the City may not issue the certificates unless the issuance is approved at an election ordered, held and conducted in the manner provided for bond elections.

NOTICE IS ALSO GIVEN that the City Council of the City of Leander, Texas, will also during such meeting, conduct a hearing on whether to issue general obligation refunding bonds to refund a portion of the City's outstanding obligations that are subject to call before final maturity for debt service savings. The City is authorized to issue refunding bonds without an election subject to Chapter 1207, Texas Government Code, as amended. No provision is made for a petition in connection with such refunding bonds. The refunding bonds, if issued will be payable from the levy of an annual ad

valorem tax, within the limitations prescribed by law, upon all taxable property within the City.



**Executive Summary  
October 20, 2016**

**Agenda Subject:** Consider Ordinance Amending Appendix A, Leander Code of Ordinances, Sections A1.004 - Park and Recreation Fees; A1.005 - Golf Course fees; and Sec. A3.004 - Building permits and inspections.

**Background:** The Benbrook Baseball fields were completed in February 2016 and the maintenance required for these three high quality baseball game fields is much greater than what is required at Robin Bledsoe. The 90 minute rental for Field 1 is recommended to increase by \$15 from \$25 to \$40. Fields 2-3 are recommended to increase by \$10 from \$25 to \$35. The current park facility lighting fee of \$10 per 1.5 hours is recommended to increase to \$20.00 per 1.5 hours after a comparison with surrounding cities.

In March 2016, golf course green fees were lowered temporarily to increase play based upon a report from Billy Casper Golf. We now have six months of history and recommend that the rates be formally adjusted as presented in the proposed amendment. In all cases, the proposed rates are lower than the adopted fee schedule, but some of the temporary fees suggested by the consultant and now in effect are recommended to increase slightly. In addition, a new "Mid-day" rate category is created as recommend by the consultant.

The Sign Permit fee is recommended to include a stipulation that the minimum sign permit is \$40.00. The current language states that sign permits are \$2.00 per sq. ft.

**Origination:** Mark Tummons, Director of Parks & Recreation  
Linda Alger, Building Official

**Financial Consideration:** Moderate increase in revenues.

**Recommendation:** Approve Ordinance

**Attachments:** Correspondence; Ordinance

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

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ARTICLES 1.000 AND 3.000, APPENDIX A, LEANDER CODE OF ORDINANCES TO MODIFY SECTIONS A1.004, PARK AND RECREATION FEES; A1.005, GOLF COURSE FEES, AND A3.004, BUILDING PERMIT AND INSPECTIONS AND RELATED FEES; PROVIDING FOR SEVERABILITY, AN OPEN MEETING CLAUSE, AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, it is necessary to establish fees and charges for the purpose of recovering the cost and expense of providing services to customers of the City of Leander;

**WHEREAS**, rapid growth requires the City to expend public funds to serve such growth;

**WHEREAS**, it is appropriate for the costs and expenses for providing services to be funded by user fees collected from persons and entities receiving the benefit of such services;

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

**Section 1. Findings of Fact.** The findings and recitations set out in the preamble of this Ordinance are found to be true and correct, and that they are hereby adopted by the City Council and made a part hereof for all purposes. It is further found that collection of the fees provided herein is necessary to fund water services and provide for the public health and safety.

**Section 2. Amendment of Appendix A, Sections A1.004(b)(5), (c), and (d), Parks and recreation fees.** Section A1.004(b)(5), Section A1.004(c), and Section A1.004(d) of the City of Leander Code of Ordinances (the "Code") are hereby amended in their entirety to read as follows:

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	Leander Resident	Non- Resident
(b) Park facilities.		
(5) Mason Homestead	<u>\$150.00/day</u>	<u>\$200.00/day</u>
<u>(a) Daily Rental</u>	<u>\$150.00/day</u>	<u>\$200.00/day</u>
<u>(b) Weekday Partial Rental</u>	<u>\$75.00/day</u>	<u>\$100.00</u>
<u>(c) Weekend Rental</u>	<u>\$275.00</u>	<u>\$350.00</u>
<u>(d) Open/Closing hours for (a)-(c) above set by</u>		

ordinance or operating  
policy established by  
the Director of Parks &  
Recreation.

(c) Athletic fields.

~~(1) Athletic fields (irrigated): \$25.00 for 1.5 hours (no lights) or \$35.00 for 1.5 hours (with lights).~~

~~(2) Athletic fields (non irrigated): \$15.00 for 1.5 hours.~~

(1) Robin Bledsoe Park: Athletic fields- \$25.00 for 1.5 hours. Additional Lighting Fee - \$20.00 for 1.5 hours.

(2) Benbrook Ranch Ballfields:

(i) Field 1: \$40.00 for 1.5 hours. Additional Lighting Fee - \$20.00 for 1.5 hours.

(ii) Fields 2-3: \$35.00 for 1.5 hours. Additional Lighting Fee - \$20.00 for 1.5 hours.

(iii) Practice Fields: \$10.00 for 1.5 hours.

(d) Deposit fees.

~~(1) Litter and damage:~~

~~(A) \$100.00.~~

~~(B) \$250.00 (Mason Homestead).~~

(1) Mason Homestead Security & Damage Deposit: \$250.00

(2) Litter and Damage Deposit for other Park facilities not listed in (1) above: \$100.00

**Section 3. Amendment of Appendix A, Section A1.005, Golf Course fees.** Section A1.005 is hereby amended in its entirety to read as follows:

Rates for municipal owned golf course:

(1) Daily rates.

	Green Fees	Cart Fees	<u>Combined</u>
Rack Rate			
Monday–Thursday	<del>\$26.00</del> <u>24.00</u>	\$18.00	<u>42.00</u>
<u>M-Th Mid-Day</u>	<u>17.00</u>	<u>18.00</u>	<u>35.00</u>
Friday	<del>\$29.00</del> <u>27.00</u>	\$18.00	<u>45.00</u>
<u>Fri Mid-Day</u>	<u>18.00</u>	<u>18.00</u>	<u>36.00</u>
Saturday, Sunday, Holidays	<del>\$40.00</del> <u>37.00</u>	\$18.00	<u>55.00</u>
<u>Sat-Sun; Holiday Mid-Day</u>	<u>24.00</u>	<u>18.00</u>	<u>42.00</u>
<del>Junior</del> /Senior			
Monday–Thursday	<del>\$18.50</del> <u>17.00</u>	\$18.00	<u>35.00</u>
Friday	<del>\$24.00</del> <u>22.00</u>	\$18.00	<u>40.00</u>
Saturday, Sunday, Holidays	<del>\$32.50</del> <u>22.00</u>	\$18.00	<u>40.00</u>

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	Green Fees	Cart Fees	<u>Combined</u>
Twilight			
Monday–Thursday	<del>\$18.50</del> <u>15.00</u>	\$18.00	<u>33.00</u>
Friday	<del>\$24.50</del> <u>17.00</u>	\$18.00	<u>35.00</u>
Saturday, Sunday, Holidays	<del>\$24.50</del> <u>22.00</u>	\$18.00	<u>40.00</u>
Super Twilight			
Monday–Thursday	\$15.50	\$9.00	<u>24.50</u>
Friday	<del>\$20.50</del> <u>18.50</u>	\$9.00	<u>27.50</u>
Saturday, Sunday, Holidays	<del>\$20.50</del> <u>18.50</u>	\$9.00	<u>27.50</u>
	<u>Green Fees</u>		
Rack Walking			
Monday–Thursday	<del>\$26.00</del> <u>24.00</u>		
Friday	<del>\$29.00</del> <u>27.00</u>		

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Saturday, Sunday, Holidays	<del>\$40.00</del> <u>37.00</u>		
<u>Junior Walking</u>	<u>10.00</u>		
<del>Junior</del> /Senior Walking			
Monday–Thursday	<del>\$18.50</del> <u>17.00</u>		
Friday	<del>\$24.00</del> <u>22.00</u>		
Saturday, Sunday, Holidays	<del>\$32.50</del> <u>22.00</u>		
Twilight Walking			
Monday–Thursday	<del>\$18.50</del> <u>15.00</u>		
Friday	<del>\$24.00</del> <u>17.00</u>		
Saturday, Sunday, Holidays	<del>\$26.50</del> <u>22.00</u>		
Super Twilight Walking			
Monday–Thursday	<del>\$15.50</del> <u>15.00</u>		
Friday	<del>\$20.50</del> <u>18.50</u>		
Saturday, Sunday, Holidays	<del>\$22.50</del> <u>18.50</u>		

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Trail Fees	
Daily fee	<del>\$12.00</del> <u>14.00</u>
Additional rider with	<del>\$7.00</del> <u>10.00</u>
Annual fee	<del>\$1,200.00</del> <u>750.00</u>

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Range Balls <u>(small)</u>	<del>-</del> <u>5.00</u>
Range balls (regular bucket)	<del>\$6.00</del> <u>7.00</u>
Regular bag special <u>(2)</u>	<del>\$10.00</del> <u>12.00</u>

Range balls (warm-up bucket)	\$4.00
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Holiday rates shall be in effect on: New Year’s Day, Martin Luther King, Jr.’s Birthday (observed), President’s Day (observed), Good Friday, Columbus Day (observed), Veteran’s Day (observed), Memorial Day (observed), Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Senior citizens shall be defined as age 60 or older with identification required.

(2) Annual membership.

Weekday single	<del>\$2,200.00</del> <u>\$1,500.00</u>
Weekday family	\$2,500.00
Full single	<del>\$2,500.00</del> <u>\$1,900.00</u>
Full family	<del>\$3,200.00</del> <u>\$3,000.00</u>

**Section 4. Amendment of Appendix A, Section A3.004(1)(7), Building Permits and Inspections related fees.** Section A3.004(1)(7) of the Code is hereby amended in its entirety to read as follows.

(1) Miscellaneous building permits.

(7) Sign permit (including copy changes): \$40.00 or \$2.00 per sq. ft. whichever is greater.

**Section 5. Amendment of Conflicting Ordinances.** The above-referenced sections of the Code are hereby amended as provided in this Ordinance. All parts of ordinances in conflict herewith are hereby amended to the extent of such conflict only. To the extent of a conflict between this Ordinance and another ordinance of the City, this Ordinance shall control.

**Section 6. Savings Clause.** All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting utilities and utility fees which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**Section 7. Effective Date.** This Ordinance shall be in full force and effect on November 1, 2016.

**Section 8. Severability.** It is hereby declared to be the intention of the City Council that the

sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any section, paragraph, sentence, clause or phrase of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid section, paragraph, sentence, clause or phrase. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 9. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance was 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, Texas Government Code, Chapter 551.

**PASSED AND APPROVED** on this 20th day of October, 2016.

ATTEST:

**CITY OF LEANDER, TEXAS**

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

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

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ARTICLES 1.000 AND 3.000, APPENDIX A, LEANDER CODE OF ORDINANCES TO MODIFY SECTIONS A1.004, PARK AND RECREATION FEES; A1.005, GOLF COURSE FEES, AND A3.004, BUILDING PERMIT AND INSPECTIONS AND RELATED FEES; PROVIDING FOR SEVERABILITY, AN OPEN MEETING CLAUSE, AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, it is necessary to establish fees and charges for the purpose of recovering the cost and expense of providing services to customers of the City of Leander;

**WHEREAS**, rapid growth requires the City to expend public funds to serve such growth;

**WHEREAS**, it is appropriate for the costs and expenses for providing services to be funded by user fees collected from persons and entities receiving the benefit of such services;

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

**Section 1. Findings of Fact.** The findings and recitations set out in the preamble of this Ordinance are found to be true and correct, and that they are hereby adopted by the City Council and made a part hereof for all purposes. It is further found that collection of the fees provided herein is necessary to fund water services and provide for the public health and safety.

**Section 2. Amendment of Appendix A, Sections A1.004(b)(5), (c), and (d), Parks and recreation fees.** Section A1.004(b)(5), Section A1.004(c), and Section A1.004(d) of the City of Leander Code of Ordinances (the “Code”) are hereby amended in their entirety to read as follows:

	Leander Resident	Non- Resident
(b) Park facilities.		
(5) Mason Homestead		
(a) Daily Rental	\$150.00/day	\$200.00/day
(b) Weekday Partial Rental	\$75.00/day	\$100.00
(c) Weekend Rental	\$275.00	\$350.00
(d) Open/Closing hours for (a)-(c) above set by		

ordinance or operating policy established by the Director of Parks & Recreation.

(c) Athletic fields.

(1) Robin Bledsoe Park: Athletic fields- \$25.00 for 1.5 hours. Additional Lighting Fee - \$20.00 for 1.5 hours.

(2) Benbrook Ranch Ballfields:

(i) Field 1: \$40.00 for 1.5 hours. Additional Lighting Fee - \$20.00 for 1.5 hours.

(ii) Fields 2-3: \$35.00 for 1.5 hours. Additional Lighting Fee - \$20.00 for 1.5 hours.

(iii) Practice Fields: \$10.00 for 1.5 hours.

(d) Deposit fees.

(1) Mason Homestead Security & Damage Deposit: \$250.00

(2) Litter and Damage Deposit for other Park facilities not listed in (1) above: \$100.00

**Section 3. Amendment of Appendix A, Section A1.005, Golf Course fees.** Section A1.005 is hereby amended in its entirety to read as follows:

Rates for municipal owned golf course:

(1) Daily rates.

	Green Fees	Cart Fees	Combined
Rack Rate			
Monday–Thursday	\$24.00	\$18.00	42.00
M-Th Mid-Day	17.00	18.00	35.00
Friday	\$27.00	\$18.00	45.00
Fri Mid-Day	18.00	18.00	36.00
Saturday, Sunday, Holidays	\$37.00	\$18.00	55.00
Sat-Sun; Holiday Mid-Day	24.00	18.00	42.00

Senior			
Monday–Thursday	\$17.00	\$18.00	35.00
Friday	\$22.00	\$18.00	40.00
Saturday, Sunday, Holidays	\$22.00	\$18.00	40.00

	Green Fees	Cart Fees	Combined
Twilight			
Monday–Thursday	\$15.00	\$18.00	33.00
Friday	\$17.00	\$18.00	35.00
Saturday, Sunday, Holidays	\$22.00	\$18.00	40.00
Super Twilight			
Monday–Thursday	\$15.50	\$9.00	24.50
Friday	\$18.50	\$9.00	27.50
Saturday, Sunday, Holidays	\$18.50	\$9.00	27.50
	Green Fees		
Rack Walking			
Monday–Thursday	\$24.00		
Friday	\$27.00		
Saturday, Sunday, Holidays	\$37.00		
Junior Walking	10.00		
Senior Walking			
Monday–Thursday	\$17.00		
Friday	\$22.00		
Saturday, Sunday, Holidays	\$22.00		

Twilight Walking			
Monday–Thursday	\$15.00		
Friday	\$17.00		
Saturday, Sunday, Holidays	\$22.00		
Super Twilight Walking			
Monday–Thursday	\$15.00		
Friday	\$18.50		
Saturday, Sunday, Holidays	\$18.50		

Trail Fees	
Daily fee	\$14.00
Additional rider with	\$10.00
Annual fee	\$750.00

Range Balls (small)	5.00
Range balls (regular bucket)	\$7.00
Regular bag special (2)	\$12.00
Range balls (warm-up bucket)	\$4.00

Holiday rates shall be in effect on: New Year’s Day, Martin Luther King, Jr.’s Birthday (observed), President’s Day (observed), Good Friday, Columbus Day (observed), Veteran’s Day (observed), Memorial Day (observed), Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Senior citizens shall be defined as age 60 or older with identification required.

(2) Annual membership.

Weekday single	\$1,500.00
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Weekday family	\$2,500.00
Full single	\$1,900.00
Full family	\$3,000.00

**Section 4. Amendment of Appendix A, Section A3.004(1)(7), Building Permits and Inspections related fees.** Section A3.004(1)(7) of the Code is hereby amended in its entirety to read as follows.

(1) Miscellaneous building permits.

(7) Sign permit (including copy changes): \$40.00 or \$2.00 per sq. ft. whichever is greater.

**Section 5. Amendment of Conflicting Ordinances.** The above-referenced sections of the Code are hereby amended as provided in this Ordinance. All parts of ordinances in conflict herewith are hereby amended to the extent of such conflict only. To the extent of a conflict between this Ordinance and another ordinance of the City, this Ordinance shall control.

**Section 6. Savings Clause.** All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting utilities and utility fees which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**Section 7. Effective Date.** This Ordinance shall be in full force and effect on November 1, 2016.

**Section 8. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any section, paragraph, sentence, clause or phrase of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid section, paragraph, sentence, clause or phrase. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 9. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance was 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, Texas Government Code, Chapter 551.

**PASSED AND APPROVED** on this 20th day of October, 2016.

ATTEST:

**CITY OF LEANDER, TEXAS**

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Debbie Haile, City Secretary

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Christopher Fielder, Mayor

Proposal for Rate Adjustment  
Crystal Falls Golf Club

On the advice of Billy Casper Golf, we lowered our rates March 13' 2016 to encourage increased play. Over the past 6 months we have seen a slight increase in play but the average green fee per player has dropped significantly. The increase in play has mainly come from our twilight times and seniors. A significant increase in rounds with a loss in revenue does not justify the current rate structure. We have determined that the following highlighted rates are too low to be financially beneficial to the operation. The suggested rates are still lower than our previous rates. The following is our proposal for green fees going forward starting November 1, 2016:

	Previous Rate	Current Rate	Suggested Rate	Change
<b>Monday - Thursday</b>				
Rack	\$44.00	\$42.00	\$42.00	-0-
Mid-Day	N/A	\$35.00	\$35.00	N/A
Twilight	\$36.00	\$30.00	\$33.00	\$3.00
Super Twilight	\$24.50	\$22.00	\$24.50	\$2.50
Senior	\$36.50	\$33.00	\$35.00	\$2.00
<b>Friday</b>				
Rack	\$47.00	\$45.00	\$45.00	-0-
Mid-Day	N/A	\$36.00	\$36.00	N/A
Twilight	\$42.50	\$30.00	\$35.00	\$5.00
Super Twilight	\$29.50	\$23.00	\$27.50	\$4.50
Senior	\$42.00	\$38.00	\$40.00	\$2.00
<b>Weekends &amp; Holidays</b>				
Rack	\$58.00	\$55.00	\$55.00	-0-
Mid-Day	N/A	\$42.00	\$42.00	N/A
Twilight	\$42.50	\$35.00	\$40.00	\$5.00
Super Twilight	\$29.50	\$23.00	\$27.50	\$4.50
Senior	\$45.00	\$38.00	\$40.00	\$2.00

# Fee Changes

Thursday, October 06, 2016  
4:59 PM

## Proposed Fee Changes

### CURRENT FEES FOR BENBROOK FIELDS:

- 90 minutes Unlighted (Field 1-3): \$25
- 90 minutes Lighted (Field 1-3): \$35  
(\$10 Lighting fee included in lighted rental currently)
- Practice Fields: \$10

### PROPOSED FEES FOR BENBROOK FIELDS:

- 90 Minutes Unlighted (Field 1): \$40 (Increase of \$15)
- 90 Minutes Unlighted (Field 2-3): \$35 (Increase of \$10)
- Lighting Fee per 90 minutes: \$20 (Increase of \$10)
- Practice Fields: \$10

### Justification for Rental Fee increase:

The Benbrook Baseball fields were completed in February 2016. Due to the daily maintenance and turf management program of the complex, we have dedicated 2 staff members fulltime to the maintain these high quality baseball game fields. The Maintenance required for these 3 fields is much greater than what is required at the Robin Bledsoe Multi use fields and in our opinion justifies the increase in usage fees. The additional maintenance required for all three fields includes the following tasks and materials:

Practice Fields Cleaning and Maintenance	Daily
Cleaning Common Areas	Daily
Parking Lot Cleaning	Daily
Trash Pick-up and Removal	Daily
Brooming edges	Daily/as needed
Additional Irrigation	Daily
Dragging (mixture of hand and gator pull)	Daily
Maintaining Pitching Mounds	2-4 x's per week
Groom Mowing	3-5x's per week
Hand Weeding	Weekly
Leveling Batters Box Area	Weekly
Weeding and Raking Bull Pens	Weekly

Maintaining Landscaping around Field Fence	Bi-monthly
Applying Conditioner into infield dirt mix	Monthly
Infield Overhaul (add dirt, level, and smooth)	Semi-Annually
Apply Quick dry to infields after rain events	As needed
Tree/Shrub Pruning	As needed
Lighting Replacement	As needed
Cleaning and Maintenance of Park areas such as Skate Park and Pavilions	Daily

Field # 1 is the larger of the 3 fields and is used by participants that are older than 12 years of age. This field requires more time for maintenance due to its size and the impact made by the older players on the field surface. We have seen the following maintenance items take longer and require more frequent attention: Pitching mound maintenance, Applying quick dry, leveling batters boxes, and dragging.

### Justification for Lighting Fee increase:

In a survey of lighting fees for sports fields in the Central Texas area (6 entities including Williamson County, Cedar Park, Round Rock, Georgetown, Kyle, and Travis County ) we found that most entities are charging anywhere from \$18 to \$40 per hour for light usage during athletic field rentals. The average being \$20 per hour. Our current fee of \$10 per 90 minutes is quite low in comparison to these entities and we would like to adjust the fees to be more in line with our fellow municipalities.

### CURRENT MASON HOMESTEAD FEES

Security and Damage Deposit: \$250

Daily Rental Fee (Monday thru Sunday, 8am-Midnight): \$150 Resident and \$200 Non-Resident

### PROPOSED MASON HOMESTEAD FEES

Keep original Daily fees but add the following fee types:

Weekday Partial Day (Monday thru Friday at 11am, 6am-11am, 10am-3pm, 4pm-9pm):

Deposit: \$150

Rental Fee: \$75 Resident and \$100 Non-Resident

Weekend Rental (Friday from Noon to Midnight, Saturday from 8am to Midnight, and Sunday from 8am to 10pm):

Deposit: \$250

Rental Fee: \$275 Resident and \$350 Non-Resident

### Justification for new rental fee types at the Mason Homestead:

Weekday Partial Day Rental will allow us to rent the Mason homestead for meetings and smaller community programs that we are not currently able to capture due to the higher daily rate and deposit. A Weekend Rental for the Mason homestead would help us better cater to larger events such as weddings and family reunions that often need more than a daily rental to make their event happen. We have seen groups that need time to set-up and/or have items to be delivered the day before the event.

We have also seen a need for the day after the event day (usually Saturday) to clean up and have rental items picked-up.

## AGENDA ITEM # 17



### Executive Summary October 20, 2016

**Subject:** Authorize award of bid for twenty-two (22) vehicles in the amount of \$652,513.77 from the following vendors - Mac Haik Ford in Georgetown, Texas, Caldwell Country Chevy in Caldwell, Texas, Randall Reed's Prestige Ford in Garland, Texas and Grapevine Dodge Chrysler Jeep in Grapevine, Texas.

**Background:** The Adopted FY 2016-17 Budget includes funds for the purchase of twelve (12) new and ten (10) replacement vehicles. Solicitation #S17-001 for Police Pursuit and Citywide Fleet Vehicles was issued in September 2016. Seven (7) responses were received.

Replacements					
Dept	ID	Year	Make/Model	Replacement	Cost
PD	L12	2009	Chevy Tahoe	Chevy Tahoe	\$31,448.00
PD	L13	2009	Chevy Tahoe	Chevy Tahoe	\$31,448.00
PD	L14	2009	Chevy Tahoe	Chevy Tahoe	\$31,448.00
PD	L16	2009	Chevy Tahoe	Chevy Tahoe	\$31,448.00
PD	L3	2010	Chevy Tahoe	Chevy Tahoe	\$31,448.00
PD	L15	2010	Chevy Tahoe	Chevy Tahoe	\$31,448.00
Water	PW 17	2010	Ford F150 Pick-Up Truck	Chevy 1/2 Ton Pick-Up Truck	\$31,335.00
Water	PW 24	2003	Ford F150 Pick-Up Truck	Chevy 1/2 Ton Pick-Up Truck	\$29,310.00
Streets	PW 16	2010	Ford F150 Pick-Up Truck	Ford F150 Pick-Up Truck	\$29,300.00
PW	PW1	2002	Ford F250 Pick-Up Truck	Dodge Ram 2500 Pick-Up Truck	\$26,738.00
New					
Dept	ID	Year	Make/Model	Replacement	Cost
PD	Patrol	2017	Chevy Tahoe	NA	\$31,448.00
PD	Patrol	2017	Chevy Tahoe	NA	\$31,448.00
PD	Patrol	2017	Chevy Tahoe	NA	\$31,448.00
PD	Patrol	2017	Chevy Tahoe	NA	\$31,448.00
PD	Community Service	2017	Chevy Tahoe	NA	\$31,448.00
PD	Animal Service	2017	3/4 Ton Pick-Up Bed Removed	NA	\$24,308.77
PD	Professional Standards	2017	Pursuit Sedan (Dodge Charger)	NA	\$24,587.00
Water	WWTP Operator	2017	2500 Dodge Ram	NA	\$29,840.00
Streets	Crew Truck	2017	Dodge Ram 4500 Crew Pick-Up Truck	NA	\$45,126.00
BI	Building Inspector	2017	Ford 1/2 Ton Pick-Up Truck	NA	\$24,500.00
PARD	Maintenance Crew	2017	Chevy Colorado Compact Pick-Up Truck	NA	\$20,953.00
UB	Meter Ops Supervisor	2017	Chevy 1/2 Ton Pick-Up Truck	NA	\$20,588.00

**Financial Consideration:** Vehicle Replacement Fund (Fund 14 / \$244,726.00); Utility Vehicle Replacement Fund (Fund 21 / \$60,645.00); General Fund (Fund 01 / \$296,714.77 ); Utility Fund (Fund 20 / \$50,428.00)

**Recommendation:** Staff recommends award of bid for twenty two (22) vehicles to the vendors as specified in the Vehicle Award Schedule.

**Attachments:** Bid Tabulation.

**Prepared by:** Joy Simonton, General Services Manager

City of Leander Vehicle Award Schedule FY 16/17

ITEM #	NEW OR REPLACEMENT	VEHICLE DESCRIPTION	STAFF TITLE	VEHICLE BEING REPLACED								AWARDED VENDOR	PRICE	RECEIVED
#1 PD	NEW	PPV 2WD SUV - White	Patrol		NO BID	\$30,887.83	\$31,448.00	NO BID	\$26,970.00	NO BID	NO BID			
#2 PD	NEW	PPV 2WD SUV - White	Patrol		NO BID	\$30,887.83	\$31,448.00	NO BID	\$26,970.00	NO BID	NO BID			
#3 PD	NEW	PPV 2WD SUV - White	Patrol		NO BID	\$30,887.83	\$31,448.00	NO BID	\$26,970.00	NO BID	NO BID			
#4 PD	NEW	PPV 2WD SUV - White	Patrol		NO BID	\$30,887.83	\$31,448.00	NO BID	\$26,970.00	NO BID	NO BID			
#5 PD	REPLACEMENT	PPV 2WD SUV - White	Patrol	L12 - 2009 Tahoe	NO BID	\$30,887.83	\$31,448.00	NO BID	\$26,970.00	NO BID	NO BID			
#6 PD	REPLACEMENT	PPV 2WD SUV - White	Patrol	L13 - 2009 Tahoe	NO BID	\$30,887.83	\$31,448.00	NO BID	\$26,970.00	NO BID	NO BID			
#7 PD	REPLACEMENT	PPV 2WD SUV - White	Patrol	L14 - 2009 Tahoe	NO BID	\$30,887.83	\$31,448.00	NO BID	\$26,970.00	NO BID	NO BID			
#8 PD	REPLACEMENT	PPV 2WD SUV - White	Patrol	L16 - 2009 Tahoe	NO BID	\$30,887.83	\$31,448.00	NO BID	\$26,970.00	NO BID	NO BID			
#9 PD	REPLACEMENT	PPV 2WD SUV - White	Patrol	L3 - 2010 Tahoe	NO BID	\$30,887.83	\$31,448.00	NO BID	\$26,970.00	NO BID	NO BID			
#10 PD	REPLACEMENT	PPV 2WD SUV - White	Patrol	L15 - 2010 Tahoe	NO BID	\$30,887.83	\$31,448.00	NO BID	\$26,970.00	NO BID	NO BID			
#11 PD	NEW	PPV 2WD SUV - White	Community Service		NO BID	\$30,887.83	\$31,448.00	NO BID	\$26,970.00	NO BID	NO BID			
#12 PD	NEW	3/4 Pick-Up Truck (bed removed) - White	Animal Service		NO BID	\$24,308.77	\$26,945.00	\$26,299.00	\$24,980.00	NO BID	\$25,361.00			
#13 PD	NEW	PPV Sedan - Grey	Professional Standards		NO BID	\$28,124.87	\$24,920.00	NO BID	\$23,560.00	NO BID	\$24,587.00			
#14 WATER	REPLACEMENT	1/2 Ton Pick-Up Truck, 4WD White	PW 38 Supervisor	PW 17	\$32,928.17	\$32,827.98	\$31,335.00	\$34,576.00	\$33,380.00	\$33,418.10	\$33,212.00			
#15 WATER	REPLACEMENT	1/2 Ton Pick-Up Truck, 2WD White	PW 39 WWTP Operator III	PW 24	\$30,566.81	\$30,003.51	\$29,310.00	\$32,279.00	\$29,520.00	\$32,724.84	\$30,033.00			
#16 WATER	NEW	3/4 Ton Pick-Up Truck, Utility Body - White	PW 40 WWTP Operator (I or II)		\$32,086.68	\$32,049.47	\$32,540.00	\$32,517.00	\$30,280.00	\$31,711.97	\$29,840.00			
#17 STREETS	REPLACEMENT	1/2 Ton Pick-Up Truck, 2WD - White	PW 41 Supervisor	PW16	\$30,566.81	\$30,003.51	\$29,310.00	\$32,329.00	\$29,300.00	\$32,724.84	\$30,243.00			
#18 STREETS	NEW	F450 Pick-Up Truck, Flatbed - White	PW 37 Crew Truck		\$48,599.30	\$47,974.30	\$39,958.00	\$49,155.00	\$45,630.00	\$50,022.78	\$45,126.00			

#19 BI	NEW	1/2 Ton Pick-Up Truck, 4WD - White	Building Inspector		\$25,861.77	\$25,438.67	\$26,945.00	\$27,613.00	<b>\$24,500.00</b>	\$28,607.30	\$26,417.00			
#20 PARD	NEW	Compact Pick-Up Truck - White	Maintenance Crew		NO BID	NO BID	<b>\$20,953.00</b>	NO BID	NO BID	NO BID	NO BID			
#21 ALTERNATE PW	REPLACEMENT	1/2 Ton Pick-Up, 2WD White	PW 38 Supervisor	PW 17	\$30,868.38	\$30,003.51	\$28,525.00	\$32,279.00	\$28,700.00	\$32,724.84	\$30,243.00			
#22 ALTERNATE PW	NEW	F350 Truck, 2WD, Utility Body - White	PW 40 WWTP Operator (I or II)		\$33,866.13	\$34,481.18	\$31,488.00	\$34,763.00	\$32,700.00	\$33,519.02	\$33,145.00			
#23 ALTERNATE FIRE	NEW	1/2 Ton Pick-Up Truck, SSV - Red	NONE		NO BID	NO BID	\$31,645.00	NO BID	NO BID	NO BID	\$27,347.00			
#24 PW	REPLACEMENT	3/4 Ton Pick-Up Truck, 2WD - White		PW 1	\$28,044.25	\$27,426.52	\$27,645.00	\$29,275.00	\$29,916.00	\$28,644.08	<b>\$26,738.00</b>			
#25 ALTERNATE PW	NEW	3/4 Ton Pick-Up Truck, 4WD - White		PW 1	\$31,714.48	\$30,894.23	\$29,934.00	\$32,736.00	\$26,880.00	\$32,430.93	\$29,179.00			
#26 UB	NEW	1/2 Ton Pick-Up Truck, White	Meter Operations Supervisor		\$22,402.33	\$23,894.68	<b>\$20,588.00</b>	\$24,149.00	\$22,530.00	\$24,537.48	\$21,861.00			

**Replacements**

Dept	ID	Year	Make/Model	Replacement	Cost
PD	L12	2009	Chevy Tahoe	Chevy Tahoe	\$31,448.00
PD	L13	2009	Chevy Tahoe	Chevy Tahoe	\$31,448.00
PD	L14	2009	Chevy Tahoe	Chevy Tahoe	\$31,448.00
PD	L16	2009	Chevy Tahoe	Chevy Tahoe	\$31,448.00
PD	L3	2010	Chevy Tahoe	Chevy Tahoe	\$31,448.00
PD	L15	2010	Chevy Tahoe	Chevy Tahoe	\$31,448.00
Water	PW 17	2010	Ford F150 Pick-Up Truck	Chevy 1/2 Ton Pick-Up Truck	\$31,335.00
Water	PW 24	2003	Ford F150 Pick-Up Truck	Chevy 1/2 Ton Pick-Up Truck	\$29,310.00
Streets	PW 16	2010	Ford F150 Pick-Up Truck	Ford F150 Pick-Up Truck	\$29,300.00
PW	PW1	2002	Ford F250 Pick-Up Truck	Dodge Ram 2500 Pick-Up Truck	\$26,738.00

**New**

Dept	ID	Year	Make/Model	Replacement	Cost
PD	Patrol	2017	Chevy Tahoe	NA	\$31,448.00
PD	Patrol	2017	Chevy Tahoe	NA	\$31,448.00
PD	Patrol	2017	Chevy Tahoe	NA	\$31,448.00
PD	Patrol	2017	Chevy Tahoe	NA	\$31,448.00
PD	Community Service	2017	Chevy Tahoe	NA	\$31,448.00
PD	Animal Service	2017	3/4 Ton Pick-Up Bed Removed	NA	\$24,308.77
PD	Professional Standards	2017	Pursuit Sedan (Dodge Charger)	NA	\$24,587.00
Water	WWTP Operator	2017	2500 Dodge Ram	NA	\$29,840.00
Streets	Crew Truck	2017	Dodge Ram 4500 Crew Pick-Up Truck	NA	\$45,126.00
BI	Building Inspector	2017	Ford 1/2 Ton Pick-Up Truck	NA	\$24,500.00
PARD	Maintenance Crew	2017	Chevy Colorado Compact Pick-Up Truck	NA	\$20,953.00
UB	Meter Ops Supervisor	2017	Chevy 1/2 Ton Pick-Up Truck	NA	\$20,588.00



**Executive Summary**

**October 20, 2016**

**Agenda Subject:** Automatic Aid Agreement between the City of Leander and Travis County Emergency Services District # 1 for fire service responses.

**Background:** In an effort to provide adequate resources and take advantage of existing resources that are ready to respond, this agreement defines an automatic request when a structure fire is reported.

This agreement does not have a financial impact and allows for when resources are already committed to make sure that the City of Leander is not left without additional resources.

This agreement is part of the improvement plan for the City of Leander ISO showing that we are getting the adequate number of truck and responders when a fire is burning in a structure.

The departments currently work on a mutual aid request system for structure fires currently, this agreement would decrease the time in the process to request and start the response of needed resources in an emergency. Future agendas will have similar agreements with other emergency service districts and neighboring cities.

**Origination:** Bill Gardner, Fire Chief

**Recommendation:** Staff recommends Council approval of this Agreement.

**Attachments:** Agreement

**Prepared by:** Bill Gardner

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON       §

**AGREEMENT FOR AUTOMATIC AID ASSISTANCE FOR FIRE PROTECTION AND  
OTHER EMERGENCY SERVICES BETWEEN  
City of Leander AND  
Travis County ESD # 1**

This Agreement is between City of Leander Texas a home-rule municipal corporation (City) and Travis County, Texas; Emergency Services District # 1 an Emergency Service District (ESD # 1) their duly authorized Board President to provide for automatic assistance for fires and other types of emergency incidents as described under the terms of this Agreement- (the “Automatic Aid Agreement” or "agreement").

WHEREAS, it is the desire of City and ESD # 1, referred to collectively as the “Parties”, to enter into an interlocal cooperation agreement pursuant to Tex. Gov't Code §§791.001 et seq. to improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the corporate limits of their respective jurisdictions; and

WHEREAS, the reciprocal operation of services and facilitates would be mutually beneficial and not detrimental to the City or ESD # 1; and

WHEREAS, it is further the determination of the parties hereto that the decision to enter into this Automatic Aid Agreement constitutes a fundamental governmental policy of the parties hereto, and includes the determination of the proper use of resources available with respect to the provision of governmental services and the utilization of existing resources of the parties hereto, including the use of equipment and personnel; and

WHEREAS, it is the desire of City and ESD # 1 an Automatic Aid Agreement for fire department services.

NOW, THEREFORE, IT IS AGREED:

1. The parties hereto acknowledge that this Agreement is being entered into pursuant to Texas Government Code, Chapter 791, the Interlocal Cooperation Act.
1. The Parties agree to respond to emergencies, as defined in Paragraph 3 of this Agreement, occurring within the corporate limits of the other Party on a cooperative, reciprocal basis, subject to availability of personnel and equipment. Upon receiving notice of an emergency from Williamson County dispatch, each Party shall dispatch the nearest available fire department equipment and personnel to the site of the emergency.
3. It is agreed that the scope of this agreement includes automatic assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations and other types of emergency incidents that are within the standard scope of services provided by the fire departments of the Parties.
1. This agreement shall encourage the development of cooperative procedures and protocols, including but not limited to, communications coordination, training, health and safety, fire prevention, public education, fire investigations and other activities that will enhance the ability of the fire departments of the Parties to fulfill their missions.

5. Nothing in this agreement shall limit the ability of either Party from agreeing to participate in more specific contracts or services, mutual assistance or automatic response, nor shall this prohibit either Party from providing emergency assistance to another jurisdiction, which is not a Party in the agreement.
6. It is understood that the Parties may have heretofore contracted or may hereafter contract with each other or other entities for mutual aid or emergency aid, and it is agreed that to the extent there is a conflict between this agreement and any other mutual or emergency aid agreement, the provisions of this agreement shall be subordinate to the mutual or emergency aid agreement.
7. The City and ESD #1 shall retain ownership or any equipment or property each respective Party brings to the performance of this agreement, and each Party shall retain ultimate and exclusive control of its respective employees.
8. Participants in this Automatic Aid Agreement do further agree to the following standards and procedures to govern responses to emergencies under this Automatic Aid Agreement:
  - A It is the intent of the Automatic Aid Agreement to allow the closest, most appropriate emergency response unit to a structure fire to be dispatched automatically regardless of the location of the emergency or the jurisdictional affiliation of the response unit, provided that the emergency occurs within the

designated areas of response of the Parties.

- B. Each party shall use common standard command procedures, which shall be called the Incident Management System. A standardized Incident Management System (IMS) provides for efficient management of the emergency and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures.
- C. The Parties shall use the same set of procedures for Incident Management and Minimum Company Standards (basic evolutions used in the fire service). It is the desire of the Parties to explore other opportunities for joint training, including entry-level training, mini academies, refresher training and systems training to encourage a higher level of confidence between the Parties.
- D. The Parties shall maintain a staffing level of at least three trained personnel on fire engines and ladders when responding to emergencies under this agreement.
- E. The Parties agree to cooperate in using standard operating procedures and common command procedures in responding to emergencies under this agreement.
- F. The Parties recognize that certain emergencies require specialized equipment or specially trained personnel to adequately handle the emergency. Such emergencies include but are not limited to: hazardous material support, technical

rescue support, loss control, rehabilitation, command, utility, brush, and water tenders. The Parties agree to dispatch the appropriate specialized equipment and personnel, as available, to handle the emergency.

- G. The Parties shall perform all services under the agreement in a reasonable and professional manner.
  - H. The Parties shall define “time of dispatch” as the point in time at which the Dispatch and Deployment Center has notified the Party's fire department of the emergency.
  - I. The Parties shall measure “response time” from the time of dispatch to time of arrival at the emergency.
9. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.
10. Except as specifically agreed to by both parties for particular incidents, neither party shall be reimbursed by the other party for any costs incurred pursuant to this agreement. In the event of Declared Disasters, Parties may apply for reimbursement from County, State and Federal agencies.

11. The parties further understand that this agreement supersedes any previous Automatic Aid Agreement between any of the parties hereto.
12. This Automatic Aid Agreement shall commence upon signing by all parties and shall continue in force until terminated by formal act of the parties to this agreement. If one party wishes to terminate this agreement, thirty (30) days notice in writing of intention to terminate shall be given to all parties involved.
13. Nothing in this Agreement shall be deemed to extend or increase the jurisdiction or authority of either Party except as necessary to implement and perform the services and duties provided for in this Agreement. All governmental and proprietary functions and services within City and not traditionally provided by ESD #1, or designated by state law or this Agreement as a service to be provided by ESD #1, shall be and remain the sole responsibility of City. All services within ESD #1 outside the limits of City and not designated in this Agreement as a service to be provided by City shall be and remain the sole responsibility of ESD #1.
14. Except as specifically provided herein for and with respect to any contracted service, nothing in this Agreement is intended to nor shall be deemed to establish any requirement for, or any specific or implied standard or quality for, any level of service to be provided pursuant to this Agreement. To the extent not inconsistent with the specific terms hereof, the level and quality of services to be provided by each party pursuant to this Agreement shall be established by each Party's respective budgets.

15. No term or provision in this agreement is intended to create a partnership, joint venture or agency arrangement between and of the parties.
16. Each party which performs services or furnishes aid pursuant to this agreement shall do so with funds available from current revenues of the party. No party shall have any liability for the failure to expend funds to provide aid hereunder.
17. No party to this agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the execution of this agreement and the performance of the covenants contained within.
18. This Automatic Aid Agreement shall be reviewed by all parties every five years or as deemed necessary.
19. This agreement may be amended only by the mutual written consent of the parties.
20. This agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this agreement shall lie exclusively in Williamson County.

**For City of Leander**

**FOR Travis CO. ESD # 1**

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

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

Its: City Manager

Its: Board President

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

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

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

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



**Executive Summary**

**October 20, 2016**

**Council Agenda Subject:** Consideration of Award of Construction Contract for Contract Award for Right Turn Lane for Eastbound Crystal Falls Parkway at U.S. Hwy. 183

**Background:** Bids were received and opened at 2:00 p.m. on Thursday, October 6, 2016, for the Right Turn Lane for Eastbound Crystal Falls Parkway at U.S. Hwy. 183 Project. The project's title aptly describes the work, which will begin at the old bus stop pull-out immediately east of Lone Oak Drive and will include traffic signal modifications, pedestrian crossing and equipment relocations, drainage improvements, etc. The existing three eastbound travel lanes will remain open, though they will be slightly narrowed in order to install concrete traffic barriers along the right turn lane work zone.

Three bid proposals were received as shown in the attached bid tabulation. Aaron Concrete Contractors, LP, is the low bidder with a bid of \$326,714.00. City Staff and the project's engineering consultant have reviewed the project histories, qualifications, and references of the low bidder. Aaron Concrete Contractors, LP, has extensive experience with projects of comparable size, scope, and complexity within the last five years including the very successful completion of the City of Leander's final phase of construction of E. Crystal Falls Parkway Roadway Improvements and the County Glen Roadway and Drainage Improvements. The consultant's recommendation of award letter is attached.

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

**Financial Consideration:** \$326,714.00 from General Capital Projects Fund (GL# 40-04-8342)

**Recommendation:** Staff recommends award of the construction contract for the Right Turn Lane for Eastbound Crystal Falls Parkway at U.S. Hwy. 183 to Aaron Concrete Contractors, LP, in the amount of \$326,714.00.

**Attachments:** (1) Bid Tabulation and (2) Engineer's Recommendation of Award

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

# BID TABULATION

## RIGHT TURN LANE FOR EASTBOUND CRYSTAL FALLS PARKWAY AT US 183

590-14-01

CITY OF LEANDER

STREET & DRAINAGE IMPROVEMENTS - RIGHT TURN LANE EASTBOUND CRYSTAL FALLS PARKWAY AT U.S. HWY 183

TXDOT 2014 EDITION SPECS (WITH ALL CURRENT REVISIONS)

Bid Item	Tech Spec	Description	Unit	Quantity	Aaron Concrete Contractors, LP		Patin Construction LLC		Smith Contracting Co., Inc.	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	TxDOT 100	PREP ROW	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 54,000.00	\$ 54,000.00	\$ 50,000.00	\$ 50,000.00
2	TxDOT 104	REMOVING CONCRETE (SIDEWALKS)	SY	183	\$ 37.00	\$ 6,771.00	\$ 20.00	\$ 3,660.00	\$ 30.00	\$ 5,490.00
3	TxDOT 104	REMOVING CONCRETE DRIVEWAYS AND EAST DRIVEWAY MEDIAN	SY	240	\$ 35.00	\$ 8,400.00	\$ 22.00	\$ 5,280.00	\$ 36.00	\$ 8,640.00
4	TxDOT 104	REMOVING CONCRETE CURB (RIBBON)	LF	60	\$ 15.00	\$ 900.00	\$ 3.00	\$ 180.00	\$ 10.00	\$ 600.00
5	TxDOT 104	REMOVING CONCRETE (CURB & GUTTER)	LF	160	\$ 14.00	\$ 2,240.00	\$ 3.00	\$ 480.00	\$ 7.00	\$ 1,120.00
6	TxDOT 110	EXCAVATION (ROADWAY)	CY	315	\$ 100.00	\$ 31,500.00	\$ 25.00	\$ 7,875.00	\$ 150.00	\$ 47,250.00
7	TxDOT 160	FURNISH AND PLACING TOPSOIL (6- INCHES)	SY	50	\$ 24.00	\$ 1,200.00	\$ 6.00	\$ 300.00	\$ 16.00	\$ 800.00
8	TxDOT 162	BLOCK SODDING	SY	50	\$ 15.00	\$ 750.00	\$ 6.00	\$ 300.00	\$ 12.00	\$ 600.00
9	TxDOT 168	VEGETATIVE WATERING	MG	0.001	\$ 450,000.00	\$ 450.00	\$ 500,000.00	\$ 500.00	\$ 300,000.00	\$ 300.00
10	TxDOT 292	ASPHALT TREATMENT (PLANT-MIXED) (GRADE 3) "8 IN BLACK BASE, MIN"	TON	417	\$ 150.00	\$ 62,550.00	\$ 95.00	\$ 39,615.00	\$ 90.00	\$ 37,530.00
11	TxDOT 340	ASPH CONC (TY D)(SURF)(PG70-22)(3 IN)	TON	171	\$ 150.00	\$ 25,650.00	\$ 160.00	\$ 27,360.00	\$ 100.00	\$ 17,100.00
12	TxDOT 401	FLOWABLE BACKFILL	CY	2.5	\$ 500.00	\$ 1,250.00	\$ 300.00	\$ 750.00	\$ 300.00	\$ 750.00
13	TxDOT 402	TRENCH EXCAVATION PROTECTION	LF	44	\$ 7.00	\$ 308.00	\$ 25.00	\$ 1,100.00	\$ 1.00	\$ 44.00
14	TxDOT 464	RC PIPE (18 IN) (CL V) (INCLUDES 45 DEG BEND AND WYE CONNECTION TO EXISTING CULVERT)	LF	42	\$ 250.00	\$ 10,500.00	\$ 750.00	\$ 31,500.00	\$ 320.00	\$ 13,440.00
15	TxDOT 465	INLET (COMPL) (TY-1) 15 FT CAST IN PLACE CURB INLET	EA	2	\$ 11,000.00	\$ 22,000.00	\$ 15,000.00	\$ 30,000.00	\$ 15,500.00	\$ 31,000.00
16	TxDOT 465	REMOVE AREA INLET, GRATE, CONNECTIN PIPING,CAP WYE AT MAINLE OF RC PPE CULVERT	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00
17	TxDOT 500	MOBILIZATION	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 18,000.00	\$ 18,000.00	\$ 15,000.00	\$ 15,000.00

# BID TABULATION

Bid Item	Tech Spec	Description	Unit	Quantity	Aaron Concrete Contractors, LP		Patin Construction LLC		Smith Contracting Co., Inc.	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
18	TxDOT 502	BARRICADES, SIGNS, AND TRAFFIC HANDLING - INCLUDING: CONSTRUCTION DETOURS, PROJECT SIGNS, SIDEWALK CLOSURE SIGNS, INSTALLATION, MAINTENANCE, AND REMOVAL OF ALL DEVICES	DAYS	120	\$ 280.00	\$ 33,600.00	\$ 100.00	\$ 12,000.00	\$ 350.00	\$ 42,000.00
19	TxDOT 506	TEMP SEDIMENT CONTROL (5-FT X 5-FT) INLET PROTECTION (INSTALL)	SF	2	\$ 57.00	\$ 114.00	\$ 120.00	\$ 240.00	\$ 50.00	\$ 100.00
20	TxDOT 506	TEMP SEDIMENT CONTROL (5-FT X 5-FT) INLET PROTECTION (REMOVAL)	SF	2	\$ 17.00	\$ 34.00	\$ 25.00	\$ 50.00	\$ 25.00	\$ 50.00
21	TxDOT 506	ROCK FILTER DAM (TY 2) (INSTALL)	FT	12	\$ 45.00	\$ 540.00	\$ 100.00	\$ 1,200.00	\$ 50.00	\$ 600.00
22	TxDOT 506	ROCK FILTER DAM (TY 2) (REMOVE)	FT	12	\$ 20.00	\$ 240.00	\$ 50.00	\$ 600.00	\$ 25.00	\$ 300.00
23	TxDOT 529	CONC CURB AND GUTTER (TY II) (MOD) (W/ THREE #3 REBAR AND 3 DOWLES)	LF	125	\$ 30.00	\$ 3,750.00	\$ 75.00	\$ 9,375.00	\$ 50.00	\$ 6,250.00
24	TxDOT 529	CONC 18-INCH RIBBON CURB (W/ TWO #3 REBAR AND 2 DOWLES)	LF	60	\$ 25.00	\$ 1,500.00	\$ 50.00	\$ 3,000.00	\$ 30.00	\$ 1,800.00
25	TxDOT 530	CONC DRIVEWAY (6 IN THICK) TYPE II COMMERCIAL W/ MODIFIED GUTTER WIDTH	SY	74	\$ 100.00	\$ 7,400.00	\$ 200.00	\$ 14,800.00	\$ 100.00	\$ 7,400.00
26	TxDOT 531	STANDARD CONC SIDEWALK (MOD 3 FT WIDE) 4 IN THICK COMPLETE INCLUDING 2 IN SAND CUSHION	SY	45	\$ 90.00	\$ 4,050.00	\$ 150.00	\$ 6,750.00	\$ 70.00	\$ 3,150.00
27	TxDOT 531	STANDARD CONC SIDEWALK (4 FT WIDE) 4 IN THICK COMPLETE INCLUDING 2 IN SAND CUSHION	SY	13	\$ 140.00	\$ 1,820.00	\$ 150.00	\$ 1,950.00	\$ 70.00	\$ 910.00
28	TxDOT 531	CURB RAMPS (TYPE 1 MOD) AND LANDING	EA	2	\$ 1,900.00	\$ 3,800.00	\$ 3,000.00	\$ 6,000.00	\$ 2,000.00	\$ 4,000.00
29	TxDOT 560	MAILBOX INSTALL (SINGLE) REMOVE	EA	1	\$ 85.00	\$ 85.00	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00
30	TxDOT 560	MAILBOX INSTALL (SINGLE) TEMP SET	EA	1	\$ 85.00	\$ 85.00	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00
31	TxDOT 560	MAILBOX INSTALL (SINGLE) PERMANENT SET	EA	1	\$ 200.00	\$ 200.00	\$ 1,500.00	\$ 1,500.00	\$ 300.00	\$ 300.00
32	TxDOT 644	SM RD SGN ASSM (REPLACE SIGN WITH MUTCD R3-8 CUSTOM ORDER)	EA	1	\$ 550.00	\$ 550.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00
33	TxDOT 644	SM RD SGN ASSM TY 10BWG(1)SA(T)	EA	2	\$ 730.00	\$ 1,460.00	\$ 750.00	\$ 1,500.00	\$ 800.00	\$ 1,600.00
34	TxDOT 667	REMOVE EXIST PAV MRK DOUBLE YELLOW (4 IN) (SLD) CENTER TURN LANE AT LONE OAK	LF	125	\$ 9.00	\$ 1,125.00	\$ 8.00	\$ 1,000.00	\$ 8.50	\$ 1,062.50
35	TxDOT 662	TEMP PAV MRK DOUBLE YELLOW (4 IN) (SLD) CENTER TURN LANE AT LONE OAK	LF	125	\$ 3.00	\$ 375.00	\$ 3.00	\$ 375.00	\$ 2.75	\$ 343.75

# BID TABULATION

Bid Item	Tech Spec	Description	Unit	Quantity	Aaron Concrete Contractors, LP		Patin Construction LLC		Smith Contracting Co., Inc.	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
36	TxDOT 667	REMOVE TEMP PAV MRK DOUBLE YELLOW (4 IN) (SLD) CENTER TURN LANE AT LONE OAK	LF	125	\$ 9.00	\$ 1,125.00	\$ 8.00	\$ 1,000.00	\$ 8.75	\$ 1,093.75
37	TxDOT 666	REFL PAV MRK DOUBLE YELLOW (4 IN) (SLD) MATCHING ORIGINAL LOCATION	LF	125	\$ 3.00	\$ 375.00	\$ 4.00	\$ 500.00	\$ 3.30	\$ 412.50
38	TxDOT 667	REMOVE EXIST PAV MRK YELLOW (4 IN) (SLD) AND YELLOW (4 IN) DASHED CENTER TURN LANE AT LONE OAK	LF	70	\$ 9.00	\$ 630.00	\$ 8.00	\$ 560.00	\$ 8.50	\$ 595.00
39	TxDOT 662	TEMP PAV MRK YELLOW (4 IN) (SLD) AND YELLOW (4 IN) DASHED MATCHING EXISTING SPACING CENTER TURN LANE AT LONE OAK	LF	70	\$ 3.00	\$ 210.00	\$ 3.00	\$ 210.00	\$ 2.75	\$ 192.50
40	TxDOT 667	REMOVE TEMP PAV MRK YELLOW (4 IN) (SLD) AND YELLOW (4 IN) DASHED CENTER TURN LANE AT LONE OAK	LF	70	\$ 9.00	\$ 630.00	\$ 8.00	\$ 560.00	\$ 8.50	\$ 595.00
41	TxDOT 666	REFL PAV MRK YELLOW (4 IN) (SLD) WITH YELLOW (4 IN) DASHED - CENTER TURN LANE AT LONE OAK, MATCH ORIGINAL LOCATION AND DASH SPACING	LF	70	\$ 3.00	\$ 210.00	\$ 4.00	\$ 280.00	\$ 3.30	\$ 231.00
42	TxDOT 667	REMOVE EXIST PAV MRK WHITE (4 IN) (SLD) LANES 1, 2 & 3 DIVIDERS AT US 183 INTERSECTION	LF	200	\$ 9.00	\$ 1,800.00	\$ 8.00	\$ 1,600.00	\$ 8.75	\$ 1,750.00
43	TxDOT 662	TEMP PAV MRK WHITE (4 IN) (SLD) LANES 1, 2 & 3 DIVIDERS AT US 183 INTERSECTION	LF	276	\$ 3.00	\$ 828.00	\$ 3.00	\$ 828.00	\$ 2.75	\$ 759.00
44	TxDOT 667	REMOVE TEMP PAV MRK WHITE (4 IN) (SLD) LANES 1, 2 & 3 DIVIDERS AT US 183 INTERSECTION	LF	276	\$ 9.00	\$ 2,484.00	\$ 8.00	\$ 2,208.00	\$ 8.50	\$ 2,346.00
45	TxDOT 666	REFL PAV MRK WHITE (4 IN) (SLD) LANES 1, 2 & 3 DIVIDERS FINAL AT US 183 INTERSECTION	LF	276	\$ 3.00	\$ 828.00	\$ 4.00	\$ 1,104.00	\$ 3.30	\$ 910.80
46	TxDOT 667	REMOVE EXIST PAV MRK WHITE (4 IN) DASHED AT LONE OAK DRIVE (VALUE FOR PAINT ON THE GROUND NOT TOTAL LINEAR FOOT)	LF	80	\$ 9.00	\$ 720.00	\$ 8.00	\$ 640.00	\$ 8.75	\$ 700.00
47	TxDOT 662	TEMP PAV MRK DASHED (W) 3 FT LINES AND 9 FT GAPS (VALUE FOR PAINT ON THE GROUND NOT TOTAL LINEAR FOOT)	LF	80	\$ 3.00	\$ 240.00	\$ 3.00	\$ 240.00	\$ 2.75	\$ 220.00
48	TxDOT 667	REMOVE TEMP PAV MRK DASHED (W) 3 FT LINES AND 9 FT GAPS (VALUE FOR PAINT ON THE GROUND NOT TOTAL LINEAR FOOT)	LF	80	\$ 9.00	\$ 720.00	\$ 8.00	\$ 640.00	\$ 8.75	\$ 700.00
49	TxDOT 666	REFL PAV MRK WHITE (4 IN) DASHED 10-FT LINES 30-FT GAPS LANE 1, 2, 3 & 4 DIVIDERS FINAL (VALUE FOR PAINT ON THE GROUND NOT TOTAL LINEAR FOOT)	LF	480	\$ 3.00	\$ 1,440.00	\$ 4.00	\$ 1,920.00	\$ 3.95	\$ 1,896.00

# BID TABULATION

Bid Item	Tech Spec	Description	Unit	Quantity	Aaron Concrete Contractors, LP		Patin Construction LLC		Smith Contracting Co., Inc.	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
54	TxDOT 668	TEMP PAV MRK DASHED (W) 2 FT LINES W/ 4 FT GAPS (CAT TRACKS) THROUGH US 183 INTERSECTION	LF	220	\$ 3.00	\$ 660.00	\$ 3.00	\$ 660.00	\$ 2.75	\$ 605.00
55	TxDOT 668	REMOVE TEMP PAV MRK DASHED (W) 2 FT LINES W/ 4 FT GAPS (CAT TRACKS) THROUGH US 183 INTERSECTION	LF	220	\$ 9.00	\$ 1,980.00	\$ 8.00	\$ 1,760.00	\$ 8.50	\$ 1,870.00
56	TxDOT 666	REFL PAV MRK TY I (W) (24 IN) (SLD); STOP BAR EXTENSION (HOT APPLIED THERMOPLASTIC)	LF	12	\$ 25.00	\$ 300.00	\$ 25.00	\$ 300.00	\$ 25.00	\$ 300.00
57	TxDOT 667	REMOVE EXIST PAV MRK TY I (W) (ARROWS); 1- STRAIGHT ARROW, 1 - RIGHT TURN ARROW, 1 LEFT TURN ARROW	EA	3	\$ 110.00	\$ 330.00	\$ 200.00	\$ 600.00	\$ 110.00	\$ 330.00
58	TxDOT 666	REFL PAV MRK TY I (W) (ARROW); 2- STRAIGHT ARROW, 1 - RIGHT TURN ARROW, 1 LEFT TURN ARROW (HOT APPLIED THERMOPLASTIC)	EA	4	\$ 170.00	\$ 680.00	\$ 300.00	\$ 1,200.00	\$ 165.00	\$ 660.00
59	TxDOT 666	REFL PAV MRK TY I (W) (WORD) "ONLY" (HOT APPLIED THERMOPLASTIC)	EA	3	\$ 230.00	\$ 690.00	\$ 400.00	\$ 1,200.00	\$ 225.00	\$ 675.00
60	TxDOT 6001	THREE (3) PORTABLE CHANGEABLE MESSAGE SIGN (CRYSTAL FALL PARKWAY EASTBOUND, AT CITY DESIGNATED LOCATIONS)	MO	4	\$ 5,300.00	\$ 21,200.00	\$ 6,000.00	\$ 24,000.00	\$ 5,200.00	\$ 20,800.00
61	SPECIAL	SAW CUT EXISTING PAVEMENT	LF	260	\$ 4.00	\$ 1,040.00	\$ 20.00	\$ 5,200.00	\$ 8.00	\$ 2,080.00
62	SPECIAL	SAW CUT EXISTING CONCRETE: CURBS, DRIVEWAYS AND SIDEWALKS	LF	85	\$ 4.00	\$ 340.00	\$ 20.00	\$ 1,700.00	\$ 21.00	\$ 1,785.00
63	SPECIAL	CUT/CAP IRRIGATION SYSTEM WITHIN ROW (MATCHING EXISTING MATERIALS)	LS	1	\$ 62.00	\$ 62.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
64	TxDOT 618-6023	CONDT (PVC )(SCHD 40) ( 2")	LF	45	\$ 30.00	\$ 1,350.00	\$ 40.00	\$ 1,800.00	\$ 25.00	\$ 1,125.00
65	TxDOT 620-6007	ELEC CONDR (NO .8) BARE	LF	45	\$ 3.00	\$ 135.00	\$ 5.00	\$ 225.00	\$ 2.25	\$ 101.25
66	TxDOT 636-6001	ALUMINUM SIGNS (TY A) (R3 SIGNS)	SF	30	\$ 30.00	\$ 900.00	\$ 50.00	\$ 1,500.00	\$ 22.00	\$ 660.00
67	TxDOT 680-6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
68		REMOVE MAST MOUNTED SIGN	EA	1	\$ 120.00	\$ 120.00	\$ 300.00	\$ 300.00	\$ 120.00	\$ 120.00
69		ADJUST LOCATION OF SIGNAL HEADS	EA	3	\$ 500.00	\$ 1,500.00	\$ 700.00	\$ 2,100.00	\$ 450.00	\$ 1,350.00
70		ADJUST VIDEO DETECTION ZONES	LS	1	\$ 770.00	\$ 770.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00

# BID TABULATION

Bid Item	Tech Spec	Description	Unit	Quantity	Aaron Concrete Contractors, LP		Patin Construction LLC		Smith Contracting Co., Inc.	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
71	TxDOT 684-6031	TRF SIG CBL (TY A) (14 AWG )( 5 CONDR)	LF	95	\$ 3.00	\$ 285.00	\$ 5.00	\$ 475.00	\$ 2.25	\$ 213.75
72	TxDOT 684-6080	TRF SIG CBL (TY C) (14 AWG )( 2 CONDR)	LF	85	\$ 3.00	\$ 255.00	\$ 5.00	\$ 425.00	\$ 2.00	\$ 170.00
73	TxDOT 687	RELOCATE PED POLE ASSEMBLY AND APS UNIT	EA	2	\$ 600.00	\$ 1,200.00	\$ 1,000.00	\$ 2,000.00	\$ 600.00	\$ 1,200.00
74	TxDOT 416	DRILL SHAFT (TRF SIG POLE )(24 IN)	LF	11.4	\$ 200.00	\$ 2,280.00	\$ 250.00	\$ 2,850.00	\$ 190.00	\$ 2,166.00
75	TxDOT 690-6033	REMOVAL OF TRAFFIC SIGNAL POLE FND (24")	LF	4	\$ 300.00	\$ 1,200.00	\$ 500.00	\$ 2,000.00	\$ 225.00	\$ 900.00
<b>TOTAL BASE BID</b>						<b>\$ 326,714.00</b>		<b>\$ 352,325.00</b>		<b>\$ 355,792.80</b>
					Aaron Concrete Contractors, LP		Patin Construction LLC		Smith Contracting Co., Inc.	



October 11, 2016

City of Leander  
c/o Wayne Watts, P.E.  
104 N. Brushy Street, Leander TX

**RE: Right Turn Lane For Eastbound Crystal Falls Parkway at U.S. Hwy 183  
Letter of Recommendation for Contract Award**

Dear Mr. Watts,

Bids for the above referenced project were opened at 2:00 p.m., Thursday, October 6, 2016. The City received three (3) bids for this work; the bid results are shown on the attached bid tabulation.

After verifying the numeric extension of the bids received and reviewing the Contractor's references, we have formulated a recommendation.

Our recommendation is that the City should award a construction contract to Aaron Concrete Contractors, LP for the base bid amount of \$326,714.00. The specified contract time to perform the work for substantial completion is 120 calendar days, and final completion is 150 calendar days.

We have prepared the Notice of Award to be executed in the event the City votes to award the construction contract as recommended. Please let us know how we may be of further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Tim Haynie".

Tim Haynie, P.E.  
Professional Engineer (Civil) License No. 91819  
Haynie Consulting, Inc.



**Executive Summary**

**October 20, 2016**

**Council Agenda Subject:** Consideration of Amendment to Task Order HCI-2014-01 and Task Order HCI-2015-2 with Haynie Consulting, Inc., for Professional Services for East Crystal Falls Right Turn Lane Project

**Background:** Attached Task Order HCI-2014-01 with Haynie Consulting, Inc., for professional services for surveying, design, advertising, and bidding phase services for the East Crystal Falls Right Turn Lane Project in the lump sum amount of \$48,000.00 was executed on November 17, 2016. Attached Task Order HCI-2015-02 with Haynie Consulting, Inc., for professional services for Contributing Zone Plan Exception Request for the East Crystal Falls Right Turn Lane Project in the lump sum amount of \$1,400.00 was executed on February 24, 2015. On February 2, 2016, a letter agreement contract (attached) with Halff Associates, Inc., was executed for subsurface utility engineering services in an amount not to exceed \$17,625.00 in order to precisely determine horizontal and vertical locations of existing dry utilities in conflict with the proposed construction of East Crystal Falls Right Turn lane drainage structures.

This has been the most difficult project to design in my forty years of civil engineering. We coordinated and reviewed five separate 60% to 90% design reviews in order to literally shoe horn in the proposed right turn lane project in a very crowded unground environment. With each new project design iteration, both Haynie Consulting and City Staff eventually found difficulties in each design that dramatically affected project cost, constructability, and/or resulted significant interference with current traffic flow.

Haynie Consulting continued the work through these five project designs even though they had exhausted the lump sum amount allocated in Task Order HCI-2014-1 by very substantial amounts. Due to this long lag time in requesting additional funding to complete the project, City Staff required Haynie Consulting to supply all of their individual time sheets to support with substantial additional funds request as summarized in the attached Haynie letter with time sheet and task summary spreadsheets. Individual time sheets are available for inspection. City Staff has reviewed each time sheet and is

intimately familiar the entire path of the multiple designs necessitated by existing conditions and anticipated bid costs of the various designs. As a result, City Staff has full faith that the many additional hours claimed for the design product are true, correct, and justified. We also submit that the excellent low bid price \$326,714.00 received at the October 6, 2016, bid opening is a result of the many design iterations by City Staff and Haynie Consulting.

Haynie Consulting is requesting an amendment to Task Order HCI-2014-1 and Task Order HCI-2015-2 increasing total compensation from \$49,400.00 to \$106,887.50, an increase of \$57,487.50. Having lived this project design effort, the Engineering Staff believes that this compensation is justified while remaining within the original budget amount of \$500,000.00 for design and construction of the East Crystal Falls Right Turn Lane Project

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

**Financial Consideration:** \$57,487.50 from General Capital Projects Fund (GL# 40-04-8342)

**Recommendation:** Staff requests authorization of the City Manager to negotiate and execute an Amendment to Task Order HCI-2014-01 and Task Order HCI-2015-2 with Haynie Consulting, Inc., for Professional Services for East Crystal Falls Right Turn Lane Project increasing total compensation by \$57,487.50 to \$106,887.50.

**Attachments:** (1) Task Order HCI-2014-01, (2) Task Order HCI-2015-02, (3) Letter Agreement with Halff Associates, Inc., (4) Haynie Letter, and (5) Time and Task Summary Spreadsheets

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

**TASK ORDER NO. HCI-2014-01**

This Task Order is made pursuant to the terms and conditions of the Agreement entered into by and between City of Leander, Texas, a political subdivision of the State of Texas, (the "City") and Haynie Consulting, Inc. (the "Engineer"). Agreement date July 30, 2004.

**Part 1 Statement of Work:** The *Engineer* will provide the following services:

The design for the addition of a right hand turn lane at the southwest side of the intersection of Crystal Falls Blvd and US 183. The approximate scope is 250 to 300 long by 12-ft wide lane.

1. Design Surveys over area of work.
2. Begin design at existing bus pull-out with lane transition.
3. Analyze drainage and re-arrange drainage inlet.
4. Revise two (2) gas stations driveways.
5. Coordinate utilities locate service and field locate with survey work to determine existing buried utilities.
6. Relocate pedestrian crossing controls and appurtenances.
7. Coordinate turn lane location with Txdot for their review; submit and obtain permit approval(s).
8. Detour (traffic) plan for construction period on Crystal Falls and US 183
9. Temporary erosion control plan.
10. Include in design methods to expedite construction (i.e., black base)
11. Provide construction plans, technical specifications, bid and contract document.
12. Provide Preliminary Construction Estimate.
13. Provide Advertising and Bidding Services

**Part 2 Engineering and Surveying Fees:** City will compensate Engineer on the basis in accordance with the payment schedule provided in the Task Order. The maximum amount payable for services under this authorization without modification is \$48,000.

City will compensate Engineer on a lump sum basis in accordance with the following payment schedule for all services to be performed hereunder:

Payment Schedule		
Design Surveys upon Completion		\$ 4,500
Engineering Design (Lump Sum)	\$43,500	
Preliminary at 30%		\$13,050
Final Layout at 50%		\$ 8,700
Review Submittal at 70%		\$ 8,700
Ready to Bid at 90%		\$ 8,700
Award at 100%		\$ 4,350
TCEQ plan upon submittal		<u>-0-</u>
<b>TOTAL</b>		<b>\$48,000</b>

**Part 3.** Payment to the *Engineer* for the services established under this Task Order shall be made in accordance with the Agreement.

**Part 4 Task Order Schedule.** This Task Order shall become effective on the date of final acceptance of the parties hereto and shall terminate on 120 days from acceptance, unless extended by a Supplemental Task Order.

**Part 5.** This Task Order does not waive the parties' responsibilities and obligations provided under the Agreement.

**Part 6.** Services to be provided by City, other than items referenced in Agreement:

6.1 As-built plans of existing City Utilities and Street Improvements

**Part 7.** Services excluded from this Task Order.

7.1 Edwards Aquifer Contributing Plan.

7.2 Construction inspection, unless added by Task Order.

7.3 Geotechnical soil and concrete testing.

7.4 Permitting by the US Fish & Wildlife Service (USFWS), US Army Corps of Engineers (USACE), the Environmental Protection Agency (USEPA), TCEQ and any other federal, state, or local governmental agency.

7.5 Submittal, review, application and recording fee.

7.6 Electrical and Controls design or re-design and plan preparation.

7.7 Traffic Signal Programming.

**Part 8.** Hourly Fee Schedule for authorized hourly work per attached Exhibit A.

**Part 9.** This Task Order is hereby accepted and acknowledged below.

**Part 10.** Insurance coverage modification.

10.1 Professional Liability \$1,000,000 per occurrence.

ENGINEER:

**Haynie Consulting, Inc.**

Texas Registered Engineering Firm # F-2411

Texas Licensed Surveying Firm # 10025000

**Timothy E. Haynie, President**

Professional Engineer (Civil) License No. 36982

Registered Professional Land Surveyor, License No. 2380

CITY:

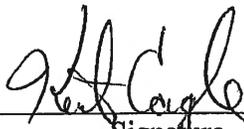
City of Leander, Texas

By:   
Signature

Timothy E. Haynie  
Printed Name

President  
Title

11-05-14  
Date

By:   
Signature

Kent Cagle  
Printed Name

City Manager  
Title

11/17/14  
Date

**HOURLY RATE SCHEDULE**  
(CURRENT 2014)

- |    |   |       |
|----|---|-------|
| 1. | REGISTERED PROFESSIONAL ENGINEER/<br>LAND SURVEYOR                                      | \$150 |
| 2. | ENGINEER-IN-TRAINING,<br>SURVEYOR-IN-TRAINING AND<br>SENIOR ENGINEERING TECHNICIAN      | \$110 |
| 3. | FIELD REPRESENTATIVE/INSPECTOR*   | \$100 |
| 4. | ENGINEERING TECHNICIAN AND<br>SURVEYING TECHNICIAN                                      | \$100 |
| 5. | TECHNICAL WRITER  | \$ 75 |
| 6. | CLERICAL & DELIVERY SERVICE   | \$ 40 |
| 7. | SURVEY CREW WITH GPS EQUIPMENT,<br>TOTAL STATION AND DATA COLLECTOR*                    | \$130 |
| 8. | REIMBURSEMENT FOR DIRECT NON-LABOR<br>EXPENSE AND SUBCONTRACT EXPENSE-<br>COST PLUS 20% |       |

\*INCLUDES VEHICLE AND EQUIPMENT

**TASK ORDER FOR PROFESSIONAL SERVICES  
TASK ORDER NO. HCI-2015-02**

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

**CRYSTAL FALLS PARKWAY AT US 183 – RIGHT TURN LANE PROJECT**

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**A. PROJECT DESCRIPTION**

Design for the addition of a right hand turn lane at the southwest side of the intersection of Crystal Falls Parkway and US 183.

**B. SCOPE OF SERVICES**

HCI to provide permitting through TCEQ for a Contributing Zone Plan (CZP) Exception Request as part of the design services as described in Task Order No. HCI 2014-01. Services for permitting a CZP was not part of original Task Order No. HCI 2014-01, as noted in section 7.4, attached.

**C. DELIVERABLES**

HCI will provide deliverables as described in the above Scope of Services.

**D. ENGINEERING FEES**

The City shall make payments to the Engineer for performing the engineering services described herein on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City.

Preparation and application submission for

Contribution Zone Plan Exception Request to TCEQ

	<u>\$1,400</u>
<b>TOTAL</b>	<b>\$1,400</b>

\* TCEQ review fee of \$500 is not included in the amount above. The City to provide HCI with the review fee check.

**E. TIME FOR COMPLETION**

The Engineer will work expeditiously to complete the services described herein. Permitting phase services are anticipated to take between 60 to 90 days.

HCI will begin work as soon as authorized by the City.

**ENGINEER:**

**Haynie Consulting, Inc.**  
Texas Registered Engineering Firm # F-2411  
Texas Licensed Surveying Firm # 10025000

**CITY:**

City of Leander, Texas

**Timothy E. Haynie, President**

Professional Engineer (Civil) License No. 36982  
Registered Professional Land Surveyor, License No. 2380

By:   
Signature

Timothy E. Haynie  
Printed Name

President  
Title

2-23-15  
Date

By:   
Signature

Kent Cagle  
Printed Name

City Manager  
Title

2/24/15  
Date

**CRYSTAL FALLS PARKWAY RIGHT TURN - HISTORY / BREAKDOWN**

Employee Name	Date	Hours	Task Description	Hrly Rate	Amount	Additional Comments	ADDITIONAL SERVICES ITEMS	#1	#2	#3	#4	#5	#6	#7	#8
<b>NOVEMBER 2014</b>															
Bonnie	11/17/2014	1.00	Task Order No HIG-2014-01-Executed	100 \$	100.00		TO 14-01 17-NOV-14 Amount \$48,000								
Tim	11/24/2014	0.75	Crystal Falls Parkway at HWY 183	150 \$	112.50										
Nick	11/24/2014	5.00	Leander Crystal Falls Pky right turn at 183	130 \$	650.00										
<b>DECEMBER 2014</b>															
Kevin S	12/1/2014	4.50	Turn Lane	100 \$	450.00										
Nick	12/2/2014	2.00	Leander Crystal Falls Right Turn	130 \$	260.00										
Kevin S	12/2/2014	5.00	Turn Lane	100 \$	500.00										
Kevin S	12/3/2014	4.00	Turn Lane	100 \$	400.00										
Nick	12/4/2014	7.50	Leander Crystal Falls Right Turn	130 \$	975.00										
Kevin S	12/4/2014	1.00	Turn Lane	100 \$	100.00										
Nick	12/9/2014	6.00	Leander Crystal Falls Right Turn	130 \$	780.00										
Kevin S	12/9/2014	2.00	Turn Lane	100 \$	200.00										
Kevin S	12/9/2014	2.00	Turn Lane	100 \$	200.00										
Nick	12/10/2014	3.00	Turn Lane	100 \$	300.00										
Kevin S	12/11/2014	5.00	Leander Crystal Falls Right Turn	130 \$	650.00										
Scott	12/11/2014	5.00	pins/white line	100 \$	500.00										
Kevin S	12/12/2014	7.00	Turn Lane	100 \$	700.00										
Kevin M	12/12/2014	4.00	Road Design	110 \$	440.00										
Kevin S	12/15/2014	5.00	Turn Lane	100 \$	500.00										
Kevin M	12/15/2014	5.00	Alignment/Grading	110 \$	550.00										
Kevin M	12/15/2014	3.00	Const. Documents	110 \$	330.00										
Tim	12/15/2014	1.00	Survey & Pre Design	150 \$	150.00										
Kevin S	12/16/2014	5.50	Turn Lane	100 \$	550.00										
Kevin M	12/16/2014	2.00	Drainage Plan	110 \$	220.00										
Kevin M	12/16/2014	5.00	Const. Documents	110 \$	550.00										
Tim	12/16/2014	0.25	Survey & Pre Design	150 \$	37.50										
Kevin S	12/17/2014	4.50	Turn Lane	100 \$	450.00										
Kevin M	12/17/2014	7.00	Drainage Plan	110 \$	770.00										
Kevin M	12/18/2014	2.00	Alignment/Grading	110 \$	220.00										
Kevin M	12/18/2014	2.00	Drainage Plan	110 \$	220.00										
Tim	12/18/2014	2.00	Survey & Pre Design	150 \$	300.00										
Kevin S	12/22/2014	4.00	Turn Lane	100 \$	400.00										
Kevin S	12/23/2014	4.00	Turn Lane	100 \$	400.00										
Tim	12/23/2014	1.00	Survey & Pre Design	150 \$	150.00										
Tim	12/24/2014	0.75	Survey & Pre Design	150 \$	112.50										
Tim	12/31/2014	0.25	Survey & Pre Design	150 \$	37.50										
<b>JANUARY 2015</b>															
Nick	1/5/2015	4.00	sidewalk	130 \$	520.00										
Hale	1/5/2015	4.00	drainage study	110 \$	440.00										
Scott	1/5/2015	4.00	Topo - field	100 \$	400.00										
Hale	1/6/2015	8.00	drainage study	110 \$	880.00										
Scott	1/6/2015	6.00	draft & contour	100 \$	600.00										
Kevin M	1/7/2015	5.00	drainage	110 \$	550.00										
Hale	1/7/2015	8.00	drainage study	110 \$	880.00										
Scott	1/7/2015	6.00	draft & contour	100 \$	600.00										
Bonnie	1/8/2015	0.25	research for Hale	100 \$	25.00										
Kevin M	1/8/2015	7.00	drainage	110 \$	770.00										
Hale	1/8/2015	8.00	drainage structures	110 \$	880.00										
Scott	1/8/2015	4.00	draft & contour	100 \$	400.00										
Kevin M	1/9/2015	3.00	grading	110 \$	330.00										
Hale	1/9/2015	4.00	drainage structures	110 \$	440.00										
Kevin M	1/12/2015	6.00	grading	110 \$	660.00										
Hale	1/12/2015	4.00	drainage structures	110 \$	440.00										
Hale	1/12/2015	4.00	TAS/ADA	110 \$	440.00										
Scott	1/12/2015	3.00	draft & contour	100 \$	300.00										
Hale	1/13/2015	4.00	TKDOT	110 \$	440.00										
Hale	1/13/2015	4.00	Drainage	110 \$	440.00										
Kevin M	1/13/2015	4.00	drainage	110 \$	440.00										
Kevin M	1/13/2015	2.00	grading	110 \$	220.00										
Tim	1/13/2015	0.25	Survey & Pre Design	150 \$	37.50										
Hale	1/14/2015	8.00	drainage	110 \$	880.00										
Kevin S	1/14/2015	4.00	design	100 \$	400.00										
Tim	1/14/2015	0.25	Survey & Pre Design	150 \$	37.50										
Hale	1/15/2015	8.00	drainage	110 \$	880.00										
Nick	1/15/2015	2.00	topo	130 \$	260.00										
Kevin M	1/15/2015	4.00	drainage	110 \$	440.00										
Kevin M	1/15/2015	1.00	grading	110 \$	110.00										
Tim	1/15/2015	0.75	Survey & Pre Design	150 \$	112.50										
Hale	1/16/2015	8.00	drainage	110 \$	880.00										
Tim	1/16/2015	0.50	Survey & Pre Design	150 \$	75.00										

**CRYSTAL FALLS PARKWAY RIGHT TURN - HISTORY / BREAKDOWN**

Employee Name	Date	Hours	Task Description	Hourly Rate	Amount	Additional Comments	TO 14-01 17-Nov-14 Amount \$48,000	TO 2015-02 24-Feb-15 TCBEZ CIP Exception Request Amount \$1,400	TO 14-01 Start 17-Nov-14 Valero Stopped Driveways w/in ROW no Encroachment into Valero, Trench Gate Rt Side Rt Trn Lane	Add Services Start 25-Feb-15 RAS/ADA Coord w/ Aurora Solutions	Drainage Concerns Start 23-Jan-15 Stormwater Drainage Concerns existing culvert too small to handle existing flows, redo culverts	2nd Design Start 7-May-15 Valero Stopped Driveways w/ 5' Encroachment keep Trench Gate	3rd Design Start 7-Jan-16 Move Trench Gate Mid of Turn Lane Public Safety Issue NoGo	4rd Design Start 28-Jan-16 Col Aprvs Design Onk E. Val Driveway for Public Safety add (2) 15" Gutter Inlets & Pipe	CIP Review Required Start 28-Jan-16 CIP Checklist and Submittal	Add Services Start 28-Jan-16 SUE Investigation & Coord. w/ Half	5th Design Start 2-Jun-16 Maintain 3 Lanes Temp Restripe Lanes, Change to Conc Barrier,		
Hale	1/20/2015	8.00	grading & TXDOT Driveway Permit	110 \$	880.00														
Tim	1/20/2015	1.25	Survey & Pre Design	150 \$	187.50														
Hale	1/21/2015	7.00	drainage	110 \$	770.00														
Kevin M	1/21/2015	2.00	drainage	110 \$	220.00														
Hale	1/22/2015	8.00	drainage	110 \$	880.00														
Kevin M	1/22/2015	7.00	drainage	110 \$	770.00														
Tim	1/22/2015	0.50	Survey & Pre Design	150 \$	75.00														
Hale	1/23/2015	8.00	drainage	110 \$	880.00														
Kevin M	1/23/2015	5.00	drainage	110 \$	550.00														
Kevin M	1/23/2015	3.00	grading	110 \$	330.00														
Tim	1/23/2015	2.25	Survey & Pre Design	150 \$	337.50														
Hale	1/23/2015	8.00	grading	110 \$	880.00														
Nick	1/26/2015	2.00	topo	130 \$	260.00														
Kevin M	1/26/2015	2.00	grading	110 \$	220.00														
Hale	1/27/2015	2.00	drainage	110 \$	220.00														
Hale	1/27/2015	6.00	grading	110 \$	660.00														
Hale	1/28/2015	7.50	cd layout	110 \$	825.00														
Hale	1/29/2015	4.00	grading ADA	110 \$	440.00														
Tim	1/29/2015	0.50	Survey & Pre Design	150 \$	75.00														
<b>FEBRUARY 2015</b>																			
Hale	2/2/2015	5.00	CD Sheets	110 \$	550.00														
Tim	2/3/2015	0.25	Survey & Pre Design	150 \$	37.50														
Hale	2/3/2015	8.50	CD Sheets	110 \$	935.00														
Hale	2/4/2015	7.50	CD Sheets	110 \$	825.00														
Hale	2/5/2015	8.00	CD Sheets	110 \$	880.00														
Hale	2/6/2015	4.00	CD Sheets	110 \$	440.00														
Hale	2/6/2015	2.00	Sheet Review	110 \$	220.00														
Hale	2/6/2015	2.00	CIP Exception	110 \$	220.00														
Kevin S	2/9/2015	8.00	stationing	100 \$	800.00														
Hale	2/9/2015	0.50	CD Sheets	110 \$	55.00														
Kevin S	2/10/2015	7.00	stationing	100 \$	700.00														
Hale	2/10/2015	8.00	CD Sheets	110 \$	880.00														
Tim	2/10/2015	0.50	Survey & Pre Design	150 \$	75.00														
Hale	2/11/2015	8.00	CD Sheets	110 \$	880.00														
Tim	2/11/2015	0.50	Survey & Pre Design	150 \$	75.00														
Hale	2/12/2015	3.00	CD Sheets	110 \$	330.00														
Hale	2/12/2015	1.00	CIP Exception	110 \$	110.00														
Kevin M	2/12/2015	1.00	Contract Review	110 \$	110.00														
Hale	2/12/2015	0.50	Plan Check	110 \$	55.00														
Hale	2/13/2015	3.00	CD Sheets	110 \$	330.00														
Hale	2/13/2015	5.00	TXDOT Permit	110 \$	550.00														
Kevin M	2/13/2015	1.00	Plan Check	110 \$	110.00														
Tim	2/16/2015	1.00	Signal Design Coord	150 \$	150.00														
Tim	2/17/2015	1.00	Signal Design Coord	150 \$	150.00														
Hale	2/18/2015	1.50	CD Sheets	110 \$	165.00														
Tim	2/18/2015	0.25	CIP TO 2015-02 Prep	150 \$	37.50														
Hale	2/19/2015	5.00	CIP Exception	110 \$	550.00														
Hale	2/19/2015	1.00	TXDOT	110 \$	110.00														
Tim	2/20/2015	2.25	CIP TO 2015-02 Prep	150 \$	337.50														
Tim	2/23/2015	0.25	CIP TO 2015-02 Prep	150 \$	37.50														
Tim	2/24/2015	1.00	Task Order No HCl-2015-02 Executed - CIP Exception Request	150 \$	150.00														
Tim	2/25/2015	1.25	Specs & Design	150 \$	187.50														
Tim	2/26/2015	0.25	Specs & Design	150 \$	37.50														
Tim	2/26/2015	0.75	RAS Proposals	150 \$	112.50														
Tim	2/27/2015	0.25	Specs & Design	150 \$	37.50														
Tim	2/27/2015	0.50	RAS Proposals	150 \$	75.00														
Carrie	2/28/2015	1.50	contract docs	40 \$	60.00														
<b>MARCH 2015</b>																			
Hale	3/2/2015	2.00	CIP Exception	110 \$	220.00														
Tim	3/2/2015	0.50	RAS Proposals	150 \$	75.00														
Hale	3/3/2015	2.00	CIP Exception	110 \$	220.00														
Hale	3/4/2015	2.00	CIP Exception	110 \$	220.00														
Tim	3/5/2015	0.75	CIP	150 \$	112.50														
Hale	3/6/2015	1.00	Specs & Contract	110 \$	110.00														
Hale	3/11/2015	5.50	Specs & Contract	110 \$	605.00														
Hale	3/11/2015	1.50	drainage structures	110 \$	165.00														
Tim	3/11/2015	2.25	Specs & Design	150 \$	337.50														
Hale	3/12/2015	3.00	Specs & Contract	110 \$	330.00														
Hale	3/12/2015	4.00	drainage structures	110 \$	440.00														
Tim	3/13/2015	7.50	Specs & Design	150 \$	1,125.00														

**CRYSTAL FALLS PARKWAY RIGHT TURN - HISTORY / BREAKDOWN**

Employee Name	Date	Hours	Task Description	Hourly Rate	Amount	Additional Comments	TO 14-01 17-Nov-14 Amount \$48,000	TO 2015-02 24-Feb-15 TCEQ CIP Exception Request Amount \$1,400	TO 14-01 Initial - 1st Design Start 17-Nov-14 Valero Stopped Driveways w/in ROW no Encroachment into Valero, Trench Gate Rt Side R. Tm Lane	Add Services Start 25-Feb-15 RAS/ADA Coord. w/ Altura Solutions	Drainage Concerns Start 23-Jan-15 Stormwater Drainage Concerns existing culvert too small to handle existing flows, redo culvert 2x	2nd Design Start 7-May-15 Valero Stopped Driveways w/ Trench Gate	3rd Design Start 7-Jan-16 Move Trench Gate Mid of Turn Lane Public Safety Issue Note	4rd Design Start 28-Jan-16 Col. Apus Design Unit E. Val. Driveway for Public Safety add (P) 15' gutter inlets & Pipe	CIP Review Required Start 28-Jan-16 CIP Checklist and Submittal	Add Services Start 28-Jan-16 SUE Investigation & Coord. w/ Half	5th Design Start 2-Jun-16 Maintain 3 Lanes Temp Restripe Lanes, Change to Conc. Barrier.	
Kevin M	3/13/2015	2.00	Drainage Connections	110 \$	220.00													
Tim	3/16/2015	3.25	Specs & Design	150 \$	487.50				487.50									
Tim	3/25/2015	0.50	Specs & Design	150 \$	75.00				75.00									
Tim	3/25/2015	1.25	Specs & Design	150 \$	187.50				187.50									
<b>APRIL 2015</b>																		
Tim	4/1/2015	0.50	Specs & Design	150 \$	75.00				75.00									
Tim	4/2/2015	4.50	drainage details	110 \$	495.00				495.00									
Hale	4/3/2015	3.50	drainage details	110 \$	385.00				385.00									
Hale	4/7/2015	1.50	survey clean-up	110 \$	165.00													
Tim	4/7/2015	0.50	Signal Proposals	150 \$	75.00													
Hale	4/8/2015	1.00	survey clean-up	110 \$	110.00													
Tim	4/9/2015	0.25	Specs & Design	150 \$	37.50				37.50									
Tim	4/15/2015	1.25	Signal Proposal	150 \$	187.50				187.50									
Hale	4/23/2015	1.00	drainage details	110 \$	110.00													
Tim	4/23/2015	0.25	Specs & Design	150 \$	37.50				37.50									
<b>MAY 2015</b>																		
Tim	5/7/2015	2.50	meeting with city of leander	150 \$	375.00				375.00									
Hale	5/7/2015	3.00	meeting with city of leander	110 \$	330.00				330.00									
Kevin M	5/8/2015	8.00	design discussions	110 \$	880.00				880.00									
Tim	5/8/2015	1.25	Specs & Design	150 \$	187.50													
Hale	5/8/2015	2.50	grading re-design	110 \$	275.00				275.00									
Hale	5/11/2015	6.00	grading re-design	110 \$	660.00				660.00									
Hale	5/12/2015	7.00	Plan revisions	110 \$	770.00				770.00									
Tim	5/20/2015	0.25	Specs & Design	150 \$	37.50				37.50									
Hale	5/20/2015	7.00	Plan revisions	110 \$	770.00				770.00									
Hale	5/21/2015	5.00	surface for autoturn	110 \$	550.00													
<b>JUNE 2015</b>																		
Hale	6/12/2015	4.50	Plan revisions	110 \$	495.00				495.00									
Hale	6/15/2015	4.00	TXDOT Permit	110 \$	440.00				440.00									
Hale	6/16/2015	1.00	TXDOT Permit	110 \$	110.00				110.00									
Hale	6/17/2015	0.50	TXDOT Permit	110 \$	55.00				55.00									
Hale	6/18/2015	1.00	TXDOT Permit	110 \$	110.00				110.00									
Hale	6/18/2015	2.00	surface for autoturn	110 \$	220.00													
Hale	6/19/2015	1.00	surface for autoturn	110 \$	110.00													
Hale	6/23/2015	2.00	TXDOT Permit	110 \$	220.00				220.00									
<b>JULY 2015</b>																		
Hale	7/13/2015	1.00	Plan revisions	110 \$	110.00				110.00									
Nick	7/16/2015	2.00	control	130 \$	260.00				260.00									
Nick	7/17/2015	1.00	control	130 \$	130.00				130.00									
Hale	7/20/2015	2.50	Plan revisions	110 \$	275.00													
Nick	7/20/2015	4.00	control	130 \$	520.00				520.00									
Tim	7/20/2015	0.25	Signal Proposal	150 \$	37.50				37.50									
Tim	7/22/2015	0.25	TXDOT Permit	150 \$	37.50				37.50									
Hale	7/22/2015	1.00	Plan revisions	110 \$	110.00													
Tim	7/24/2015	1.25	RAS Proposal	150 \$	187.50													
Hale	7/27/2015	1.00	Plan revisions	110 \$	110.00													
Tim	7/28/2015	0.25	RAS Proposal	150 \$	37.50				37.50									
<b>AUGUST 2015</b>																		
Tim	8/7/2015	0.25	RAS Review	150 \$	37.50													
Tim	8/19/2015	2.25	Mtg w/ City - 90% plan review	150 \$	337.50				337.50									
Hale	8/19/2015	7.50	update of plans	110 \$	825.00													
Hale	8/20/2015	5.00	update of plans	110 \$	550.00													
Hale	8/21/2015	2.00	update of plans	110 \$	220.00													
Tim	8/24/2015	2.50	Specs & Design - Finalize for 100% Drawings	150 \$	375.00				375.00									
Hale	8/24/2015	3.50	update of plans	110 \$	385.00													
<b>SEPTEMBER 2015</b>																		
Hale	9/14/2015	6.50	drain and sheets	110 \$	715.00													
Tim	9/14/2015	0.25	Specs & Design - Finalize for 100% Drawings	150 \$	37.50				37.50									
Hale	9/15/2015	2.50	drain and sheets	110 \$	275.00													
<b>OCTOBER 2015</b>																		
Tim	10/13/2015	1.00	1 hr - ADA Mods / Remedies	150 \$	150.00													
Tim	10/27/2015	0.25	TXDOT Signal Permit Signatures - update files	150 \$	37.50				37.50									
Tim	10/28/2015	0.75	TXDOT Signal Permit Signatures - update files	150 \$	112.50				112.50									
<b>NOVEMBER 2015</b>																		
Tim	11/6/2015	0.00	0.25 Hr - Update to Lorraine NOT BILLABLE	150 \$	-				NC									
<b>DECEMBER 2015</b>																		
none																		
<b>JANUARY 2016</b>																		
Hale	1/7/2016	7.00	Driveway Grading	110 \$	770.00													
Tim	1/7/2016	3.25	re-design	150 \$	487.50													
Hale	1/8/2016	4.00	Driveway Grading	110 \$	440.00													
Hale	1/8/2016	1.00	meeting with city of leander	110 \$	110.00													

**CRYSTAL FALLS PARKWAY RIGHT TURN - HISTORY / BREAKDOWN**

Employee Name	Date	Hours	Task Description	Hourly Rate	Amount	Additional Comments	TO 14-01 17-Nov-14 Amount \$48,000	TO 2015-02 24-Feb-15 TCER CRZ Exception Request Amount \$1,400	TO 14-01 Initial - 1st Design Start 17-Nov-14 Valero Skipped Driveways w/in ROW no Encroachment into Valero, Trench Gate Rt Side Rt Tm Lane	Add Services Start 25-Feb-15 RAS/ADA Coord. w/ Altura Solutions	Drainage Concerns Start 23-Jan-15 Stormwater Drainage Concerns existing culvert too small to handle existing flows, redo calcs 2x	2nd Design Start 7-May-15 Valero Skipped Driveways w/ 5' Encroachment keep Trench Gate	3rd Design Start 7-Jun-16 Move Trench Gate Mid of Turn Lane Public Safety Issue NoGo	4rd Design Start 28-Jan-16 Col. Apns Design Omit E. Val. Driveway for Public Safety add (6) 15" gutter inlets & Pipe	CIP Review Start 28-Jan-16 CIP Checklist and Submittal	Add Services Start 28-Jan-16 SUE Investigation & Coord. w/ Half	5th Design Start 2-Jun-16 Maintain 3 Lanes Temp Restripe lanes, Change to Conc. Barrier,	
Kevin M	1/8/2016	2.00	Meeting	110 \$	220.00													
Tim	1/8/2016	2.00	re-design & meeting with City	150 \$	300.00													
Hale	1/12/2016	1.50	Driveway Grading	110 \$	165.00													
Tim	1/12/2016	0.00	0.25 Hr - Update to Lorraine NOT BILLABLE	150 \$	-	NC												
Hale	1/14/2016	2.50	sheet updates	110 \$	275.00													
Hale	1/15/2016	4.50	sheet updates	110 \$	495.00													
Hale	1/18/2016	5.00	sheet updates	110 \$	550.00													
Tim	1/22/2016	0.25	Schedule Mtg w/ City	150 \$	37.50													
Tim	1/27/2016	1.75	Review Re-Design Dwgs	150 \$	262.50													
Hale	1/27/2016	2.00	sheet updates	110 \$	220.00													
Tim	1/28/2016	3.00	Mtg with City	150 \$	450.00													
Tim	1/28/2016	2.75	Bid Tabs & Front Ends	150 \$	412.50													
Hale	1/28/2016	4.00	sheet updates	110 \$	440.00													
Hale	1/28/2016	2.50	Mtg. w/ City and CIP Checklist Required	110 \$	275.00													
Tim	1/29/2016	0.50	SUE Coordination	150 \$	75.00	590-1601 - Half SUE												
<b>FEBRUARY 2016</b>																		
Hale	2/1/2016	0.50	sheet updates	110 \$	55.00													
Tim	2/3/2016	0.25	Begin SUE Coordination	150 \$	37.50	590-1601 - Half SUE Work Begins												
Hale	2/8/2016	6.00	sheet updates	110 \$	660.00	590-1601 - Half SUE												
Tim	2/8/2016	1.50	Add Services - Re-design 4 Driveway Const. Phasing	150 \$	225.00	590-1502 Re-Design 4												
Hale	2/9/2016	6.00	submittal to COL	110 \$	660.00	590-1602 CIP Checklist												
Tim	2/9/2016	0.75	Add Services - Re-design 4 Driveway Const. Phasing	150 \$	112.50	590-1502 Re-Design 4												
Tim	2/9/2016	0.25	CIP Checklist & Submittal	150 \$	37.50	590-1602 CIP Checklist												
Hale	2/10/2016	3.00	submittal to COL	110 \$	330.00	590-1602 CIP Checklist												
<b>MARCH 2016</b>																		
Hale	2/11/2016	0.50	CIP Checklist 1st Submittal Delivered to COL	110 \$	55.00	590-1601 - Half SUE												
Hale	2/17/2016	0.50	Survey SUE	110 \$	55.00	590-1601 - Half SUE												
Hale	2/18/2016	0.50	Survey SUE	110 \$	55.00	590-1601 - Half SUE												
Hale	2/19/2016	2.00	Survey SUE	110 \$	220.00	590-1601 - Half SUE												
Nick	2/22/2016	2.50	BM	130 \$	325.00	NC												
Hale	2/22/2016	1.00	Survey SUE	110 \$	110.00	590-1601 - Half SUE												
Tim	2/23/2016	1.50	Add Services - Re-design 4 Cost Est. CIP Checklist	150 \$	225.00	590-1502 Re-Design 4												
<b>APRIL 2016</b>																		
Hale	3/2/2016	1.00	SU Overlay	110 \$	110.00	590-1601 - Half SUE												
Hale	3/3/2016	1.50	SU Overlay	110 \$	165.00	590-1601 - Half SUE												
Hale	3/4/2016	3.00	3/4 COL Meet site visit	110 \$	330.00	590-1601 - Half SUE												
Tim	3/4/2016	3.00	SUE Coordination Mtg w City	150 \$	450.00	590-1601 - Half SUE												
Hale	3/7/2016	2.00	Mtg Wayne W. Valero Site Visit	110 \$	220.00	590-1601 - Half SUE												
Tim	3/7/2016	2.25	SUE Coordination	150 \$	337.50	590-1601 - Half SUE												
<b>MAY 2016</b>																		
Hale	3/8/2016	2.00	1st Set CIP Checklist Review Comments Received	110 \$	220.00	590-1601 - Half SUE												
Tim	3/8/2016	0.25	SUE Test Hole planning	150 \$	37.50	590-1602 CIP Checklist												
Tim	3/8/2016	2.25	CIP Checklist & Submittal	150 \$	337.50	590-1601 - Half SUE												
Tim	3/8/2016	2.25	SUE Coordination - Pothole Locations for Half	150 \$	337.50	590-1601 - Half SUE												
Tim	3/9/2016	0.25	SUE Coordination	150 \$	37.50	590-1601 - Half SUE												
Hale	3/16/2016	1.50	CIP 1st Com. RSVF	110 \$	165.00	590-1602 CIP Checklist												
Hale	3/17/2016	3.00	CIP 1st Com. RSVF	110 \$	330.00	590-1602 CIP Checklist												
Hale	3/18/2016	4.00	CIP 1st Com. RSVF	110 \$	440.00	590-1602 CIP Checklist												
Hale	3/21/2016	3.00	CIP 1st Com. RSVF	110 \$	330.00	590-1602 CIP Checklist												
<b>APRIL 2016</b>																		
Tim	3/21/2016	1.25	1st Set CIP Checklist Response to Comments Delivered	150 \$	187.50	590-1601 - Half SUE												
<b>APRIL 2016</b>																		
Tim	4/6/2016	0.50	2nd Set CIP Checklist Review Comments Received	150 \$	75.00	590-1602 CIP Checklist												
Kevin S	4/7/2016	1.00	CIP Checklist & Submittal	100.00	590-1602 CIP Checklist													
Hale	4/7/2016	0.50	CIP Review Comments	110 \$	55.00	590-1602 CIP Checklist												
Hale	4/12/2016	4.00	SUE Analysis	110 \$	440.00	590-1601 - Half SUE												
Tim	4/12/2016	3.50	SUE Coordination	150 \$	525.00	590-1601 - Half SUE												
Tim	4/13/2016	0.75	SUE Coordination & Incomp into Plans	150 \$	112.50	590-1601 - Half SUE												
Hale	4/14/2016	3.00	SUE Analysis	110 \$	330.00	590-1601 - Half SUE												
Tim	4/15/2016	0.25	SUE Coordination & Incomp into Plans	150 \$	37.50	590-1601 - Half SUE												
Tim	4/18/2016	2.50	SUE Coordination & Incomp into Plans	150 \$	375.00	590-1601 - Half SUE												
Hale	4/18/2016	1.00	Add Services - Re-design 4 - Plan Updates	110 \$	110.00	590-1502 Re-Design 4												
Hale	4/18/2016	0.50	SUE Analysis	110 \$	55.00	590-1601 - Half SUE												
Tim	4/19/2016	1.00	SUE Coordination & Incomp into Plans	150 \$	150.00	590-1601 - Half SUE												
Hale	4/20/2016	2.00	SUE Analysis	110 \$	220.00	590-1601 - Half SUE												
Hale	4/21/2016	3.00	Add Services - Re-design 4 - Plan Updates	110 \$	330.00	590-1502 Re-Design 4												
Tim	4/21/2016	2.00	Add Services - Re-design 4 - Plan Review	150 \$	300.00	590-1502 Re-Design 4												
Tim	4/22/2016	3.50	SUE Coordination & Incomp into Plans	150 \$	525.00	590-1601 - Half SUE												
Hale	4/22/2016	4.00	Add Services - Re-design 4 - Plan Updates	110 \$	440.00	590-1502 Re-Design 4												
Tim	4/25/2016	1.50	Add Services - Re-design 4 - Plan Review	150 \$	225.00	590-1502 Re-Design 4												
Hale	4/27/2016	5.50	Add Services - Re-design 4 - Plan Updates	110 \$	605.00	590-1502 Re-Design 4												
Tim	4/27/2016	3.50	Font End Doc's	150 \$	525.00	590-1401												
Tim	4/28/2016	1.00	Font End Doc's	150 \$	150.00	590-1401												
<b>MAY 2016</b>																		
Hale	4/29/2016	1.00	CIP Checklist & Submission	110 \$	110.00	590-1602 CIP Checklist												

**CRYSTAL FALLS PARKWAY RIGHT TURN - HISTORY / BREAKDOWN**

Employee Name	Date	Hours	Task Description	Hourly Rate	Amount	Additional Comments	TO 14-01	TO 2015-02	TO 14-01											
Hale	5/2/2016	1.00	CIP Checklist & Submission	110 \$	110.00	590-1602 CIP Checklist														
Tim	5/2/2016	1.00	CIP Checklist & Submission	150 \$	150.00	590-1602 CIP Checklist														
Tim	5/3/2016	0.50	CIP Checklist & Submission	150 \$	75.00	590-1602 CIP Checklist														
Tim	5/3/2016	0.25	3rd Set CIP Checklist Response to Comments Delivered	150 \$	37.50	590-1602 CIP Checklist														
Tim	5/10/2016	0.25	CIP Checklist & Submission	150 \$	37.50	590-1602 CIP Checklist														
Tim	5/11/2016	6.25	3rd Set CIP Checklist Review Comments From Mike O'Neal Approved Sh 11	150 \$	937.50	590-1401														
Hale	5/13/2016	4.00	3rd & Final Set CIP Checklist Review Comments Received	110 \$	440.00	NA														
Tim	5/16/2016	2.00	Approved Sheet Set-up	150 \$	300.00	590-1602 CIP Checklist														
Tim	5/17/2016	0.50	CIP Checklist & Submission	150 \$	75.00	590-1401														
Tim	5/17/2016	2.75	CIP Checklist & Submission	150 \$	412.50	590-1602 CIP Checklist														
Tim	5/18/2016	1.75	Front End Doc's	150 \$	262.50	590-1401														
Tim	5/23/2016	3.75	Front End Doc's	150 \$	562.50	590-1401														
Tim	5/24/2016	2.00	Front End Doc's	150 \$	300.00	590-1401														
Tim	5/25/2016	4.75	Front End Doc's	150 \$	712.50	590-1401														
Tim	5/26/2016	1.50	Front End Doc's	150 \$	225.00	590-1401														
Tim	5/31/2016	6.75	Front End Doc's	150 \$	1,012.50	590-1401														
Tim	6/1/2016	0.50	Front End Doc's	150 \$	75.00	590-1401														
Tim	6/2/2016	3.50	Re-Design & Mtg w/ City	150 \$	525.00	590-1401														
Tim	6/2/2016	3.25	New Traffic Controls - Concrete Barrier	150 \$	487.50	590-1401														
Tim	6/6/2016	3.75	New Traffic Controls - Concrete Barrier	150 \$	562.50	590-1401														
Hale	6/6/2016	1.00	Rework Traffic Cont.	110 \$	110.00	590-1401														
Kevin S	6/6/2016	2.00	Crystal Falls Site Plan meeting/revise	100 \$	200.00	590-1401														
Tim	6/7/2016	3.00	Re-Design & Mtg w/ City	150 \$	450.00	590-1401														
Hale	6/7/2016	2.00	Meeting COL CIP	110 \$	220.00	590-1401														
Tim	6/20/2016	2.75	New Traffic Controls - Concrete Barrier	150 \$	412.50	590-1401														
Tim	7/1/2016	0.25	Add Services - Re-design 4 - Plan Review	150 \$	37.50	590-1502														
Tim	7/5/2016	2.50	CFPW & 183 Lane Skew, Traffic Cont'l, Striping	150 \$	375.00	590-1604														
Hale	7/5/2016	2.00	Grading Sheet Cleanup	110 \$	220.00	590-1401														
Hale	7/5/2016	5.00	Repath DWG	110 \$	550.00	NC														
Kevin S	7/5/2016	2.00	Mark-ups	100 \$	200.00	590-1401														
Hale	7/6/2016	3.00	Grading Sheet Cleanup	110 \$	330.00	590-1401														
Kevin S	7/6/2016	7.50	Mark-ups	100 \$	750.00	590-1401														
Tim	7/7/2016	2.00	CFPW & 183 Lane Skew, Traffic Cont'l, Striping	150 \$	300.00	590-1604														
Hale	7/7/2016	4.00	Grading Sheet Cleanup	110 \$	440.00	590-1401														
Kevin S	7/7/2016	7.50	Mark-ups	100 \$	750.00	590-1401														
Tim	7/8/2016	1.50	CFPW & 183 Lane Skew, Traffic Cont'l, Striping	150 \$	225.00	590-1604														
Hale	7/8/2016	3.00	Grading Sheet Cleanup	110 \$	330.00	590-1401														
Hale	7/8/2016	4.00	Temp Lane Plan	110 \$	440.00	590-1401														
Kevin S	7/8/2016	5.50	Mark-ups	100 \$	550.00	590-1401														
Hale	7/11/2016	4.50	Temp Lane Plan	110 \$	495.00	590-1401														
Hale	7/12/2016	2.50	Temp Lane Plan	110 \$	275.00	590-1401														
Tim	7/22/2016	2.25	CIP Checklist & Submission (Plan Rev. Update)	150 \$	337.50	590-1602														
Tim	7/22/2016	1.25	CIP Checklist & Submission Review Mtg w/WV/vars	150 \$	187.50	590-1602														
Hale	7/22/2016	2.00	Plan Clean Up for Mtg Col	110 \$	220.00	590-1401														
Tim	7/25/2016	0.25	CIP Checklist & Submission (Plan Rev. Update)	150 \$	37.50	590-1602														
Tim	7/26/2016	1.75	CIP Checklist & Submission (Plan Rev. Update)	150 \$	262.50	590-1602														
Tim	8/17/2016	5.75	Front End Doc's	150 \$	862.50	590-1401														
Tim	8/31/2016	2.50	Front End Doc's	150 \$	375.00	590-1401														
Tim	8/31/2016	0.25	Bidding Meeting prep	150 \$	37.50	590-1401														
Tim	9/1/2016	3.25	Front End Doc's - Mtg w/ City	150 \$	487.50	590-1401														
Tim	9/1/2016	2.75	Front End Doc's	150 \$	412.50	For Additional Services														
Tim	9/2/2016	2.25	Front End Doc's	150 \$	337.50	For Additional Services														
Tim	9/7/2016	1.50	Front End Doc's	150 \$	225.00	For Additional Services														
Tim	9/18/2016	2.75	Front End Doc's	150 \$	412.50	590-1401														
Tim	9/18/2016	1.75	Front End Doc's	150 \$	262.50	For Additional Services														

Sub Total: \$ 106,887.50  
 Billable and Non-Billable Time On Project: \$ 106,887.50  
 Cost In excess of executed Task Orders: \$ 665.00  
 Cost of Additional Services, Per Item: \$ 11,367.50  
 Total Cost of Additional Services, Items 1-8: \$ 712.50  
 \$ 7,982.50 \$ 5,720.00 \$ 5,525.00 \$ 2,572.50 \$ 5,240.00 \$ 5,717.50 \$ 7,525.00



September 21, 2016

Wayne S. Watts, P.E., CFM  
City Engineer  
104 N. Brushy Street, Leander TX

**Re: Crystal Falls Parkway Right Turn Lane Project – Additional Engineering/Design Services**

Mr. Watts,

The following is presented to serve as summary information regarding the addition work done by Haynie Consulting, Inc. for the City of Leander's Crystal Falls Parkway Right Turn Lane Project.

Existing Task Orders:

1. Task Order No. HCI-2014-01 executed on November 17, 2014, in the amount of \$48,000. Actual labor to complete task \$59,367.50, a difference of \$11,367.50.
2. Task Order No. HCI- 2015-02 executed on February 24, 2015 for TCEQ CZP Exception Request in the amount of \$1,400. Actual labor to complete task \$2,065.00, a difference of \$665.00.

Additional Services:

1. Start 25-Feb-2015 – HCI was asked to coordinate RAS/ADA reviews with Altura Solutions. Costs incurred to complete item \$712.50.
2. Start 23-Jan-2015 – HCI storm water drainage concerns were presented to the City, HCI was asked to review existing and future flows, HCI re-ran drainage calculations and verified existing culvert crossing Crystal Falls Parkway was undersized and will not accommodate existing and future flows. Costs incurred to complete item \$7,982.50.
3. Start 7-May-2015 - HCI was asked to modify design of Valero sloped driveways utilizing a 5-foot encroachment into Valero property and to keep proposed trench grate (drainage capture structure) within the new proposed right turn lane. Costs incurred to complete item \$5,720.00.
4. Start 7-Jan-2016 - HCI was asked to modify trench grate location moving it to the middle of proposed right turn lane, due to public safety issues this design was determined not to be a viable solution. Costs incurred to complete item \$5,525.00.
5. Start 28-Jan-16 - City approves design to omit east Valero driveway for public safety reasons, redesign to remove trench grate and replace with two 15-ft wide gutter inlets and connecting pipes. Costs incurred to complete item \$2,572.50.
6. Start 28-Jan-16 - City determines this will be the first CIP project required to go through the City's new CIP Checklist and Submittal Process. Costs incurred to complete item \$5,240.00.
7. Start 28-Jan-16 - Subsurface Utility Engineering (SUE) Investigation is determined to be required for this project to better understand location and elevation of specific underground utilities in the area, HCI to coordinate and the work with Half and Associates on behalf of the City. Costs incurred to complete item \$5,717.50.
8. Start 2-Jun-16 - HCI asked to modify design to provide the most amount of working room for the contractor while maintaining the existing three lanes of traffic eastbound, temporary restripe of lanes and change of barrier from barrels to concrete barrier, and updated of contract documents to include additional services items. Costs incurred to complete item \$7,525.00.

Total costs incurred for completing additional services items 1 thru 8: \$40,995.00

Total billable and non-billable time on project through 18-Sep-2016: \$106,887.50

Should you have any questions or comments, please do not hesitate to contact me.

VR,

Tim Haynie (Jr.), P.E.

**HAYNIE CONSULTING, INC.**

1010 PROVIDENT LANE, ROUND ROCK, TX. 78664



February 1, 2016

City of Leander  
200 Willis Street  
Leander, TX 78646

Attn: Wayne Watts, PE, CFM

Re: Subsurface Utility Engineering (SUE) on various utilities at Crystal Falls Parkway and US 183 in Leander, TX.

Dear Mr. Watts:

Halff Associates is pleased to submit this proposal to provide SUE services for the above referenced project.

We propose a not-to-exceed fee of \$17,625.00 for the SUE designating and locating services (see Exhibit A and B). We trust this proposal is satisfactory and appreciate the opportunity to be of service to the City of Leander. If this proposal meets with your approval, please sign and date in the spaces provided below and on Exhibit C and return one copy as your notice to proceed and approval of the budget. Please call me if you have any questions.

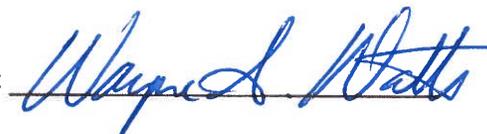
Sincerely,

**HALFF ASSOCIATES, INC.**

  
Ryan Lewis, P.E.  
Project Manager

APPROVED:

**City of Leander:**

By:  Date: 02/02/16

**SCOPE OF SERVICES (EXHIBIT A)**Client: City of Leander (City)City / County Name: Leander / WilliamsonProject: SUE designating on various subsurface utilities at Crystal Falls and US 183.

Halff will perform SUE in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." This standard defines the following Quality Levels:

Quality Level A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.

Quality Level B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

Quality Level C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D information.

Quality Level D: Information derived from existing records or oral recollections.

Halff's services will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Locating (Vacuum Excavation) – Level A**

Up to ten (10) test holes will be performed on various utilities at locations specified by the City. Halff will dig an 8" x 8" test hole, record the depth, backfill and compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the location of the test hole.

Halff will make a good faith effort to locate all utilities, but shall be compensated for work performed even if the utility is not located.

**Designating – Level B**

Halff will designate toneable subsurface utilities within the apparent project limits using geophysical prospecting equipment and mark with paint and/or pin flags (see Attachment A). We anticipate designating electric, communications, water, wastewater, storm sewer and gas lines. Designating irrigation lines, asbestos concrete as well as pvc lines without tracer wire or access is not included in this Work Authorization.

Because of limited record information, Halff cannot guarantee that all utilities will be found and marked on the project.

**Surveying – Level C**

The designating work (paint marks, pin flags, and all above ground utility appurtenances) and locating work (iron rod with cap or “x-cut”) will be surveyed and tied to the project survey control. The survey control and base / seed file will be provided to Halff by the City.

**Records Research – Level D**

Available Records will be provided to Halff by the City. Halff will perform additional record research as needed to successfully complete the project.

**SUE Field Manager / Professional Engineer**

A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, and coordination with the project team.

**SUE Deliverables / CADD**

Deliverables for the designating work will include an electronic file in Microstation and/or AutoCAD format containing the horizontal locations of the utilities. The utilities will be overlaid onto the base / seed file provided by KC.

A Test Hole Data Form will be completed and submitted to the City for each hole performed indicating depth, size, and material of utility. Electronic files will also be provided in Microstation and/or AutoCAD format along with PDFs.

**Right-of-Entry**

Right-of-entry is not included under this Work Authorization as work is anticipated within the existing right-of-way. If right-of-entry is required, it will be performed and provided to Halff by the City. Halff will coordinate with property owner(s) once right of entry has been obtained.

**Permitting**

Street cut permits will be coordinated with the City.

**Traffic Control**

Halff will provide routine/ordinary traffic control consisting of cones and free-standing signage for this project. It does not include lane closure(s), flag person(s), arrow board(s), changeable message board(s), or the preparation of engineered traffic control plans. If unique or additional traffic control situations are required once the hole locations are determined, Halff will use a certified traffic control provider.

**Schedule**

Halff will complete the Quality Level B services within 14 days upon receipt of written notice to proceed from the City.

Halff will complete the Quality Level A services within 21 days upon receipt of the test hole layout from the City.

Work performed in city/TxDOT right-of-way shall be performed Monday through Friday, 9 am to 4 pm and Saturday and Sunday, 7 am to 7 pm barring weather or city events.

**WORK PLAN (EXHIBIT B)**

**I. HOURLY RATES (QL-B)**

Task	Estimated Quantity	Authorized Rate	Unit	Total Estimated Cost
Designating 1 Man Crew	4	\$70.00	hour	\$280.00
Designating 2 Man Crew	8	\$140.00	hour	\$1,120.00
SUE Manager	4	\$130.00	hour	\$520.00
SUE Field Manager	2	\$115.00	hour	\$230.00
R.P.L.S.	1	\$190.00	hour	\$190.00
Surveying 2 Man Crew	4	\$140.00	hour	\$560.00
Surveying Technician	2	\$100.00	hour	\$200.00
CADD Technician	4	\$85.00	hour	\$340.00
Project Manager	1	\$185.00	hour	\$185.00
EIT		\$100.00	hour	
Clerical		\$65.00	hour	

Subtotal: \$3,625.00

**II. SUBSURFACE UTILITY LOCATE (TEST HOLE) SERVICE**

Locating Task	Estimated Quantity	Authorized Rate	Unit	Total Estimated Cost
Local Rate 0 to 5 ft.		\$1,000.00	each	
Local Rate 5 ft. to 10 ft.	10	\$1,250.00	each	\$12,500.00
Local Rate 10 ft. to 15 ft.		\$1,500.00	each	
Local Rate 15 ft. to 20 ft.		\$1,800.00	each	
Local Rate Over 20 ft.		\$2,250.00	each	

Subtotal: \$12,500.00

**II. MISCELLANEOUS (IF NEEDED)**

Task	Estimated Quantity	Authorized Rate	Unit	Total Estimated Cost
City Permitting (Excavation)				
Traffic Control				\$1,500.00

Subtotal: \$1,500.00

**GRAND TOTAL: \$17,625.00**

Note: This is an estimate of hours and test holes and is a not-to-exceed amount. Halff will only bill the hours actually worked and test holes performed. If quantities are exceeded, Halff will notify the City for authorization and submit a supplemental agreement to increase the fee prior to proceeding on additional work.

**EXHIBIT C**  
**STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES**  
**BETWEEN**  
**CITY OF LEANDER (CLIENT) AND HALFF ASSOCIATES, INC. (ENGINEER)**

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**I. SCOPE** - Halff Associates, Inc. (hereinafter "Engineer") agrees to perform the professional services described in the attached Scope of Services which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and these General Terms and Conditions, when executed by the City of Leander (hereinafter "Client"), shall constitute a binding Agreement on both parties. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

**II. COMPENSATION** - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

**III. RESPONSIBILITY** - Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for the services rendered and the recommendations made in carrying out the work. Engineer agrees to follow the standard practices of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Nothing contained herein shall be argued to have created any warranty or certification, and Engineer shall not be required to provide any certification, assignment or warranty of its work, but upon request and for a separate fee and at Engineer's sole discretion, Engineer may agree to provide certain written statements regarding its services. Such statements shall be in a form acceptable to Engineer and shall be requested with sufficient advance notice to allow Engineer to review the documents and prepare a suitable statement.

Engineer's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work. It is understood that any resident engineering or inspection provided by Engineer is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Engineer does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

**IV. SCOPE OF CLIENT SERVICES** - Client agrees to provide site access, and to provide those services described in the attached Scope of Services.

**V. OWNERSHIP OF DOCUMENTS** - Upon Engineer's completion of services and receipt of payment in full, Engineer grants to Client a non-exclusive license to possess the drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes,

and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. With regard to all drawings and instruments, Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer, Engineer's subconsultants or independent associates. Client agrees to indemnify Engineer, Engineer's subconsultants and independent associates for all damages, liability or cost arising from such reuse. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

**VI. INDEMNIFICATION** - Engineer agrees to indemnify and hold Client harmless from any actual damages, liability or costs, including reasonable attorney's fees and expenses, to the extent caused directly by the negligent act or omission or willful misconduct of Engineer, Engineer's subconsultants or those for whom Engineer is legally liable, in the performance of the professional services which are the subject of this Agreement.

In the event that Client is found to be concurrently negligent, Engineer shall not indemnify for the proportionate negligence of Client, but shall only indemnify for the portion of negligence solely attributable to Engineer, its agents, servants, employees, subcontractors of any tier and their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

The parties agree to indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor. Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards.

Client acknowledges that Engineer may perform work at facilities that may contain hazardous materials or conditions, and that Engineer had no prior role in the generation, treatment, storage, or disposition of such materials. Engineer shall be indemnified and defended by Client for any and all claims arising out of the presence of hazardous materials or conditions except for those claims as determined by final judgment of a court of competent jurisdiction to arise out of the sole negligence of Engineer.

**VII. INSURANCE** - Engineer shall maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.

**VIII. SUBCONTRACTS** - Engineer shall be entitled to subcontract any portion of the work described in the Scope of Services.

**IX. ASSIGNMENT** - This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Neither this Agreement, nor any claims, rights,

**HALFF ASSOCIATES, INC.**

**Standard Form of Agreement - General Terms and Conditions (continued)**

obligations or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other party.

**X. INTEGRATION** - These terms and conditions and the letter agreement (Scope of Services) to which they are attached represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

**XI. JURISDICTION AND VENUE** - This Agreement shall be administered and interpreted under the laws of the State Texas. Exclusive venue shall lie in Williamson County, Texas.

**XII. SUSPENSION OF SERVICES** - If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs and there also shall be an equitable adjustment in the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client. Engineer may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

**XIII. TERMINATION OF WORK** - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if the purpose or result is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following such termination and the Client shall, within ten (10) calendar days receipt of a final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of notice of termination, in accordance with the compensation provisions of this contract.

**XIV. TAXES** - The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Engineer and its subconsultants for taxes paid or assessed in association with the work under this Agreement, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

**XV. ALTERNATIVE DISPUTE RESOLUTION** - Any conflicts or disputes that arise under or through this Agreement or following the completion thereof shall be discussed at a meeting of one senior management person from Client and one from Engineer. This meeting shall be a condition precedent to the institution of any legal or equitable proceedings, unless such meeting will infringe upon schedules defined by applicable statutes of limitation or repose. Should such a situation arise, the parties agree that such meeting shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement.

**XVI. SEVERABILITY** - Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of

such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

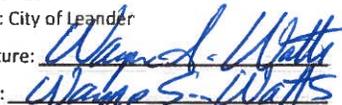
**XVII. TIMELINESS OF PERFORMANCE** - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

**XVIII. AGREED REMEDIES** - In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, and acknowledging that the allocation of risks and limitations of remedies are business understandings between the parties and these risks and remedies shall apply to all possible legal theories of recovery. Client further agrees, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Engineer and Engineer's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way related to, the services under this Agreement from any cause or causes of the Engineer or the Engineer's officers, directors, employees, agents, and subconsultants, shall not exceed the Engineer's fee for the services performed under this Agreement or \$50,000, whichever is greater. Increased limits may be negotiated for additional fee.

Further, it is the intent of the parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

**XIX. WAIVER** - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

APPROVED:  
Engineer: HALFF ASSOCIATES, INC.  
Signature:   
Name: Ryan Lewis, PE  
Title: Project Manager  
Date: 2/1/16

APPROVED:  
Client: City of Leander  
Signature:   
Name: Wayne S. Watts  
Title: City Engineer  
Date: 02/02/16





**Executive Summary**

**October 20, 2016**

**Council Agenda Subject:** Consideration of a Variance to Construction Noise Ordinance for Johnston Industries, Inc., to allow for Early Morning Concrete Pour for the Gateway Lot 11 Project Site for the Petco and Goodwill Stores

**Background:**

Johnston Industries, Inc. has requested a variance in working hours for the Gateway Lot 11 Project Site for the Petco and Goodwill Stores. They are requesting installation of a concrete slab beginning Monday, October 24, 2016, starting at 12:30 a.m. due to the high volume of concrete needed to complete the process. Even with such an early start they still anticipate completion of the concrete pour for Monday evening at approximately 6:00 p.m. Johnston Industries will notify all nearby sites to alert them of the start and end times and have agreed to take all reasonable precautions to reduce early morning disturbances.

Weather Contingency Note: If there is any rain on Monday, October 24, they wish to reschedule the concrete pour for another day within the same week.

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

**Financial Consideration:** Not Applicable

**Recommendation:** Staff recommends a variance to the construction noise ordinance for Johnston Industries, Inc. for early concrete pours for Gateway Lot 11 Project Site for the Petco and Goodwill Stores for the early morning hours of Monday, October 24, 2016, or if delayed by weather, during the early morning hours of one day during the week of October 24, 2016.

**Attachments:** (1) Letter Request and (2) Location Map

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

# JOHNSTON

**Industries, Inc.**

**Commercial Concrete Contractor**

**P.O. Box 717**

**Marion, TX 78124**

**Ph. (830) 914-4658 / Fax (830) 914-4664**

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Date: October 11, 2016

Re: Gateway Retail (Petco & Goodwill Stores)  
1345 US 183  
Leander, TX 78641

Sub: After-Hours Concrete Placement Request

To: City of Leander

This letter is to formally request a variance in working hours for the above construction site located adjacent to the existing Lowes Home Improvement Store in the retail shopping center. On Monday October 24, 2016 we are requesting to install the concrete slab for this project starting at 12:30 am due to the high volume of concrete needed to complete the process. Even with this early start, we do not anticipate 100% completion of all operations until approximately 6:00 pm Monday afternoon, which is initiating this need for a variance. The only noise we anticipate will be the Concrete Pump Truck, Laser Screed, and Concrete Delivery Trucks, all other work performed will be manpower and not equipment.

Weather Note: Unfortunately we cannot control the weather, so if any delays are encountered, we may need to reschedule the above date. However, we would be looking to complete this concrete placement in the same week of October 24<sup>th</sup> if rained out. Please keep this in mind if a different day is needed due to weather.

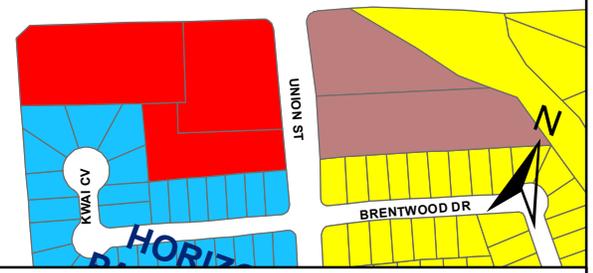
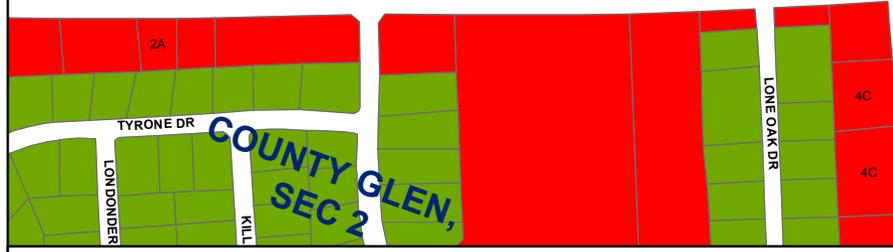
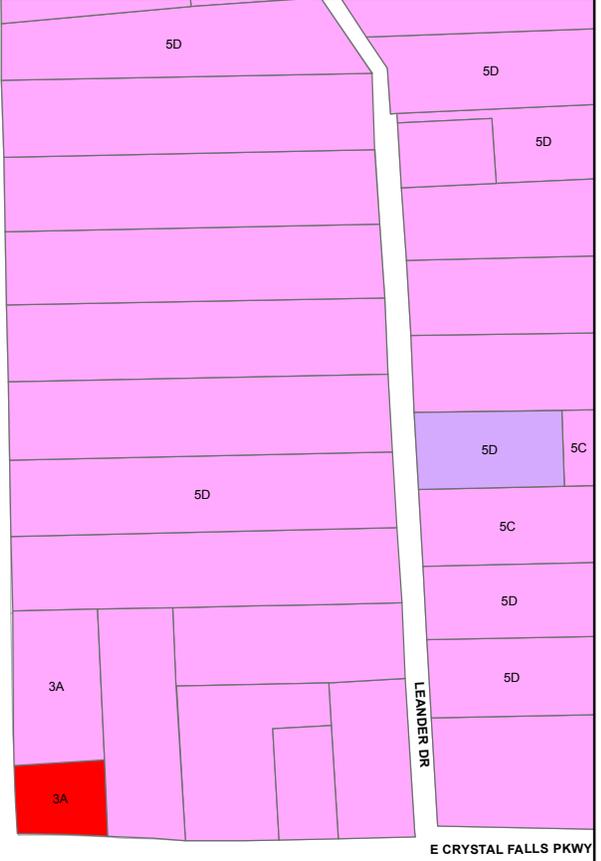
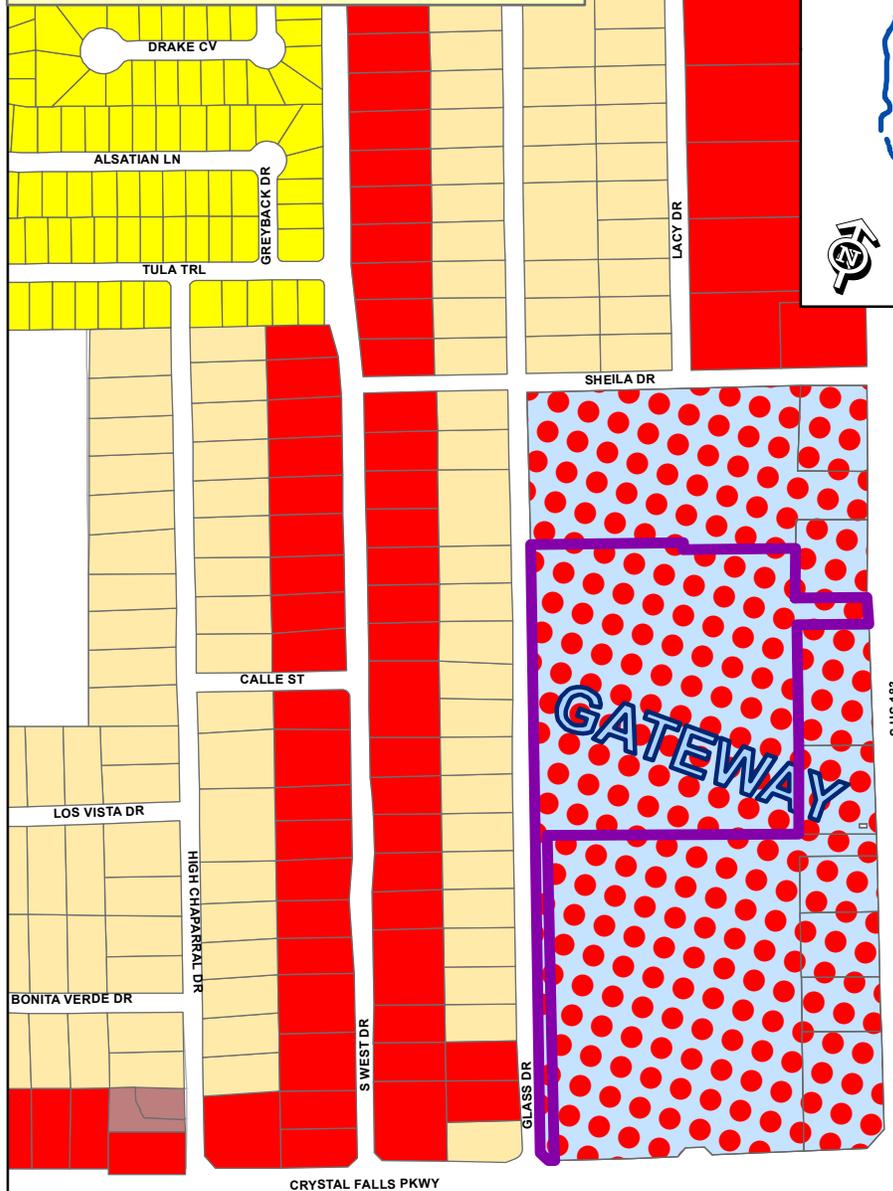
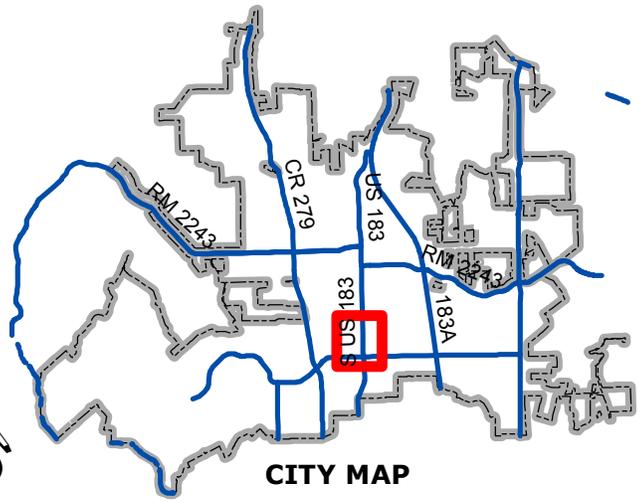
Sincerely,



Jeff McCollum  
Johnston Industries, Inc.

Cc: LSI-GC, Ritch Wallingford  
LSI-GC, Asher Cousin

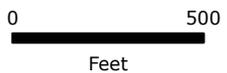
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



### NOISE ORDINANCE VARIANCE

-  Subject Property
-  City Limits
-  PUD Commercial
-  PUD Mixed Use
-  PUD Multi-Family
-  PUD Single-Family
-  PUD Townhome

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





**Executive Summary**

**October 20, 2016**

**Council Agenda Subject:** Consideration of Standard Professional Services Agreement and Task Order LEI-1 with Lockwood Engineers, Inc., for professional services for Brushy Street Water Line Improvements

**Background:** Task Order LEI-1 will provide for professional services for the design, advertising, bidding, and construction services for Brushy Street Water Line Improvements extending from South Street to the northern terminus of Brushy Street. The improvements will consist of an 8-inch water, fire hydrants, and appurtenances installed behind the curb along the west side of Brushy Street. Please note that design surveying services for this project will be provided by Half Associates, Inc., as part of their Brushy Street Preliminary Design Project approved by City Council on October 11, 2016, in Task Order HAI-4.

Compensation for this work is a combination of a lump sum amount of \$48,580.00 and time and materials not to exceed \$7,000.00, for a combined total of \$55,580.00 as detailed in the attached scope of services, which will be reformulated into Task Order LEI-1. The City's Standard Professional Services Agreement is also attached and will be required as this is the initial contract with Lockwood Engineers, Inc.

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

**Financial Consideration:** \$55,580.00 from Utility Fund, GL# 20-02-8605

**Recommendation:** Staff requests authorization of the City Manager to negotiate and execute Task Order LEI-1 and the Standard Professional Services Agreement.

**Attachments:** (1) Scope of Services and (2) Standard Professional Services Agreement

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

**CITY OF LEANDER**  
**BRUSHY STREET 8-INCH WATER LINE IMPROVEMENTS PROJECT**  
**SCOPE OF SERVICES**

This project scope includes design and construction of a new 8-inch water line that will extend along the western side of Brushy Street from the north side of South Street to the south side of the unimproved Evans Street. The total length of the project is approximately 1,100 lf.

The plans and bid documents for the project will clearly show a delineation between three phases as follows:

- 1) South St. to the north side of the main Fire Station driveway.
- 2) North side of the main Fire Station driveway to the south side of Broade St.
- 3) South side of Broade St. to the south side of Evans St.

**Task 0001 Project Management**

Under this task, Lockwood Engineers, Inc. ("LEI") will manage the project and provide administrative services, communication and coordination with the City of Leander ("City") ~~and Subconsultants. CP&Y will provide surveying services as a subconsultant.~~

- a) Attend project meetings
- b) Provide monthly status reports
- c) Coordinate and communicate with the City and Subconsultants

**Task 0002 30% Design**

Under this task LEI will prepare 30% plans showing plan view only. The waterline will be placed approximately 2 feet behind the back of the western curb on Brushy St. A topographic survey will be completed along Brushy St from the centerline of the pavement to 20 feet behind the back of curb on the western side and from the centerline of South St to the major vegetation just north of Evans St.

30% design will review all conflicts, possible easement requirements, and constructability issues, as well as complete the preliminary environmental and floodplain work.

~~a) Topographic Survey – CP&Y will provide a topographic and tree survey for the limits of the project as described above. As an alternate, CP&Y will conduct the surveying and research necessary to establish the west right-of-way line of Brushy St from South St to the major vegetation just north of Evans St. All western side right-of-way pins are to be recovered or re-set for the above limits assuming that most of the pins are existing and are consistent with the boundary description. Costs incurred for reconciliation of boundary disputes or inconsistencies will be considered as Additional Services. Right of entry will be obtained for the survey work through the use of USPS letters. If right-of entry is not granted, a Change in Scope of Work may be requested to use alternate methods.~~

b) Environmental –It is not anticipated that a Section 404 permit will be required for the project. Any Section 404 permit preparation, including wetland delineation, will require a Change in Scope of Work.

It is also not anticipated that any endangered species will be impacted by the project. Any Section 7 preparation in regards to the Endangered Species Act will require a Change in Scope of Work.

- c) Flood Plain – LEI will evaluate if the project is within the flood plain utilizing current FEMA maps. It is anticipated that the project will be outside of the flood plain. Any individual nationwide permit preparation will require a Change in Scope of Work.
- d) Archeological – It is not anticipated that an archaeological survey will be required for the project. Any archaeological survey will require a Change in Scope of Work.
- e) Geotechnical – The City has instructed us that no geotechnical borings will be done in conjunction with this project.
- f) Estimate of Probable Construction Costs – LEI will prepare a preliminary engineer's opinion of probable construction costs and construction schedule for this project.
- g) LEI will prepare the 30% design set on 11" x 17" sheets, at full size, showing plan view only. The design set will delineate three phases within the project.

**Task 0003      Design 90% PS&E**

Under this task LEI will prepare 90% plan sheets and an updated estimate of probable construction costs and complete a table of contents for standard specifications and draft special specifications (if any) related to this project.

If additional environmental and/or archeological surveys are required, a Change in Scope of Work will be requested at this time.

- a) Plans – LEI will develop a 90% set of plans. This proposal is based on a waterline 1,100 linear feet in length. The project will be prepared in AutoCAD and will be 11" x 17" sheets, at full size. Plans will be provided in PDF format and in 2-11" x 17" hard copy sets. The City has determined that no profiles for the water line will be provided for this project.

The following sheets will be included:

- Cover Sheet
  - General Notes
  - Project Layout
  - Plan Sheets (4 sheets)
  - Erosion and Sedimentation Control Sheets
  - Details
  - Traffic Control
- b) Specifications – LEI will develop a 90% set of specifications. LEI will utilize standard City specifications (provided by the City) as the base format for this project. Contract documents and technical specifications will be provided in PDF format and in 2 hard copy sets.
  - c) Estimate of Probable Construction Costs– LEI will update the engineer's opinion of probable construction costs construction schedule for this project.
  - d) Easement Metes and Bounds – Will be provided as an additional service if needed.

- e) Subsurface Utility Exploration – The City has determined that no subsurface utility exploration will be done for this project. If this work is required, a Change in Scope of Work will be requested.

**Task 0004      Design 100% PS&E**

Under this task LEI will address any final comments and produce final plans, specifications, estimate of probable construction costs and construction schedule for the project with bid items separated for Phase I, Phase II and Phase III (as stated on page 1). Deliverables will include PDF format and 2-11"x17" hard copy sets.

**Task 0005      Bid Phase**

Under this task LEI will prepare and manage bid documents, review bids and recommend award for the project. This task assumes that all Phases will be bid under one bid document.

- a) Create Bid Documents, 10 full-size sets and PDF format
- b) Advertise and Manage Bid Documents
- c) Issue any Addendums, if necessary
- d) Conduct bid
- e) Review bids and recommend award

**Task 0006      Construction Phase**

Under this task LEI will assist in the preparation of a construction contract utilizing the City's standard contract form (supplied by the City). LEI will perform services during the construction phase of the project as follows:

- a) Conform plans if needed.
- b) Prepare contract documents based upon City standard contract documents (provided by the City).
- c) Review construction material submittals.
- d) Periodic site visits to check on the progress of the work.\*
- e) Review contractor's draw requests.
- f) Interpret the construction plans and specifications.
- g) Assist in preparing a punch list at the substantial completion of construction.
- h) Prepare revisions to the plans and/or specifications.
- i) Provide an engineer's letter of concurrence after completion of the project.

Items a) through g) above will be provided on an Hourly Rate basis.

\*This service is not inspection of the work or materials testing. The City will provide inspection of the work and arrange directly for materials testing.

**Task 0007      Reimbursable Expenses and Fees**

The cost of all printing of plans, reports, specifications, contract documents, and etc. will be passed through to the City at cost plus 10%.

The cost of all governmental, legal, recording, materials testing or other similar fees are to be paid directly by the City.

**ADDITIONALSERVICES**

Any service not listed in the Scope of Services above will be considered an additional service and will be provided at the Hourly Rates listed below.

**HOURLY RATES**

The following hourly rates will be used as applicable.

RPE (principal1)	\$195/hour
RPE (principal2)	\$165/hour
EIT	\$125/hour
Eng. Tech/CAD	\$100/hour
Computer Aided Draftsperson	\$ 85/hour
Administrative	\$ 50/hour

**CITY OF LEANDER  
BRUSHY STREET 8-INCH WATER LINE  
MANHOUR BREAKDOWN FOR SERVICES**

**Lockwood Engineers, Inc Labor Estimate**

No.	Tasks	Project Manager	Project Engineer	CADD Technician	Admin	TOTAL
<b>0001</b>	<b>Project Management</b>					
	Management	8	20		8	
	Meetings	4	12		4	
	Subtotal Hours	12	32		12	
	Subtotal Cost	\$2,340.00	\$5,280.00		\$600.00	\$8,220.00
<b>0002</b>	<b>30% Design</b>					
	Base Map	2	4	16		
	Site Visit (2)	2	4			
	Environmental, Flood Plain		4		2	
	30% Plans	4	16	54	2	
	Prelim. Cost Estimate	2	8		2	
	QAQC	4				
	Subtotal Hours	14	36	70	6	
	Subtotal Cost	\$2,730.00	\$5,940.00	\$5,950.00	\$300.00	\$14,920.00
<b>0003</b>	<b>Design 90% PS&amp;E</b>					
	Site Visit (1)	1	1			
	90% Plans	4	12	66	2	
	Specifications	4	10		4	
	Cost Estimate	2	4		2	
	QAQC	6				
	Subtotal Hours	17	27	66	8	
	Subtotal Cost	\$3,315.00	\$4,455.00	\$5,610.00	\$400.00	\$13,780.00
<b>0004</b>	<b>Design 100% PS&amp;E</b>					
	100% Plans	2	8	40	2	
	Specifications	2	2		4	
	Cost Estimate	1	2		2	
	CQAQC	4				
	Subtotal Hours	9	12	40	8	
	Subtotal Cost	\$1,755.00	\$1,980.00	\$3,400.00	\$400.00	\$7,535.00
<b>0005</b>	<b>Bid Phase Services</b>					
	Bid Documents	2	6		6	
	Advertise and Manage Bid Docs		4		4	
	Conduct Bid		2			
	Review Bids & Recommend Award	1	4		8	
	Subtotal Hours	3	16	0	18	
	Subtotal Cost	\$585.00	\$2,640.00	\$0.00	\$900.00	\$4,125.00
<b>0006</b>	<b>Construction Phase Services</b>					

	Hourly Rates Budget					\$5,500.00
<b>0007</b>	<b>Reimbursable Expenses and Fees</b>					
	Budget					\$1,500.00
	<b>TOTAL</b>	\$10,725.00	\$20,295.00	\$14,960.00	\$2,600.00	<b>\$55,580.00</b>
<del>CP&amp;Y Subconsultant</del>						
	<del>Topographic &amp; Tree Survey</del>					<del>\$6,780.00</del>
	<del>Right-of-Way Location</del>					<del>\$5,445.00</del>
	<del>Subtotal Cost</del>					<del>\$12,225.00</del>
<b>GRAND TOTAL*</b>						<del>\$62,360.00</del>
*Note: This does NOT include the CP&Y survey R-O-W location fee.						<b>\$55,580.00</b>

## PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") between the City Of Leander ("OWNER") and \_\_\_\_\_, ("Professional"), collectively referred to as the "Parties", is an agreement for the Professional to provide the OWNER with the professional services described in this Contract, for and in consideration of the payment terms and performance obligations herein described. The effective date of this Contract shall be the date set forth on the signature page.

### **Article 1. Work to be Provided**

(a) Professional shall provide Work (the "Work") to OWNER under individual assignments. A general description of the Work required by this Contract includes water and wastewater utility engineering services, design and studies of hydrology and hydraulics, and design and studies of transportation infrastructure. OWNER will provide a written Task Order, including a written Statement of Work describing the tasks to be performed, to Professional for the particular Task and a specific price or a formula by which the price can be determined. No Work is authorized unless authorized representatives of both parties sign such a Task Order. This Contract does not guarantee a minimum amount Professional will be paid or a minimum number of Task Orders.

(b) Notwithstanding anything to the contrary contained in this Agreement, OWNER and Professional agree and acknowledge that OWNER is entering into this Agreement in reliance on Professional's special and unique abilities with respect to performing the Work, and Professional's special and unique abilities with respect to engineering services. The Professional accepts the relationship of trust and confidence established between it and the OWNER by this Agreement. Professional covenants with OWNER to use its best efforts, skill, judgment, and abilities to perform the Work and to further the interests of OWNER in accordance with OWNER's requirements and procedures, in accordance with the standards of Professional's profession or business. Professional represents that there are no undisclosed obligations, commitments, or impediments of any kind that will or could taint, limit or prevent performance of the Work.

(c) Changes In Scope of Work. OWNER may request additional Work or changes in the Work as the project progresses. If so, changes in the Scope of Work shall be initiated by a written change order signed by an authorized representative of each party. The change order shall describe the Work to be added, changed or deleted and shall state the additional cost or cost reduction and schedule changes, if any. Verbal change orders shall have no effect, except in cases of an emergency threatening personal injury or property damage. The terms and conditions of this Contract may be modified only by a writing signed by an authorized representative of each party.

### **Article 2. Contract Documents**

(a) General Definition. The Contract Documents, in order of precedence consist of:

- ☛ All written Change Orders executed after the effective date of this Contract by an authorized representative of each Party;

- ⌚ Each Task Order executed pursuant to this Contract by an authorized representative of both parties;
- ⌚ The Statement of Work attached to each Task order;
- ⌚ This Contract; and
- ⌚ Any other documents specifically identified as Contract Documents in the General Conditions.

(b) Exclusion from Contract Documents. No term, condition, or provision of any Task Order or other document that conflicts with the terms and conditions contained in this Professional Services Contract will be considered part of the Contract Documents, or otherwise valid, unless expressly provided and accepted in writing by the OWNER.

### **Article 3. Term**

This Contract is for a three (3) year period subject to extension as provided in this Article, but not to exceed a maximum five (5) year period. The primary term begins upon execution of this Contract by an authorized representative of the OWNER and expires in three years. OWNER shall thereafter have the option to extend the contract for up to, but not to exceed, two extended terms of one year each. Any extension by the OWNER shall be effective upon 30 days notice to Professional prior to the end of the then current term. The extension shall be deemed automatically accepted by Professional unless Professional refuses the extension by written notice to OWNER within ten (10) days after the Professional receives the notice of extension from the OWNER.

### **Article 4. Schedule**

Time is an important element of the performance of this contract. Professional will put forth its best efforts to complete the Work in accordance with any deadlines to which the parties agree in any Task Order. Professional agrees to perform all obligations and render the Work set forth in this Contract or any Task Order issued pursuant hereto in accordance with the any timelines included in the Statement of Work, except as the Parties may hereafter mutually agree in writing otherwise. If required by the Statement of Work, a specific work progress schedule will be developed for each individual task in compliance with that Statement of Work.

### **Article 5. Price**

The Price to be paid for Work under any Task Order shall be as agreed in a particular Task Order.

### **Article 6. Payment**

(a) Anything in this agreement to the contrary notwithstanding, all payments to be made by the OWNER hereunder are subject to Ch. 2251 of the Texas Government Code, popularly known as the Prompt Payment Act. Payment in full for invoices shall be due within thirty (30) days from date the invoice is received by OWNER. Invoices paid more than thirty (30) days after the invoice is received are subject to a late charge of 1% per month (12% APR) on the amount of the undisputed past due balance.

(b) Invoices for payment under this Contract shall be sent to:

Wayne S. Watts, P.E.  
City Engineer  
City of Leander  
P.O. Box 319  
Leander, Texas 78646-0319

Payments may be based on completion of the Work, fulfillment of milestones, progress payments or any other method that is established in the agreed Statement of Work. In no event shall Professional invoice OWNER more than once monthly.

#### **Article 7. Acceptance of the Work**

When Professional can demonstrate that the Work is complete in accordance with the acceptance criteria included in the Statement of Work and so notifies OWNER, OWNER shall review the Work for general compliance with the Contract. If the Work appears to comply with the Contract requirements, and Professional has furnished all required documentation, OWNER shall notify Professional in writing of OWNER's Acceptance of the Work. Acceptance of the Work shall not limit nor diminish Professional's responsibilities, duties and warranties with respect to the Work. The Work shall be performed by the Professional in a manner consistent with good practices for the profession, and the standards and skills of the professionals practicing such profession in Travis County and Williamson County, Texas.

#### **Article 8. Jobsite Inspection**

If required by OWNER, Professional's representatives shall observe the jobsite and clearly understand the requirements and risks of the Work to be performed, the jobsite conditions, traffic conditions, the proximity of high-voltage power lines, utilities, and other local conditions likely to affect Professional's performance before accepting any Task Order. Acceptance of a Task Order shall constitute the Professional's certification that it has by observation satisfied itself with respect to all such local conditions and is willing to accept all risks they impose.

#### **Article 9. Independent Contractor**

(a) Professional shall perform in all respects as an independent contractor and not as an employee, partner, joint venture or agent of the OWNER. The Work to be performed by Professional shall be subject to the OWNER's review, approval and acceptance as provided in the Contract Documents, but the detailed manner and method of performance shall be under the control of Professional. The accuracy, completeness, and scheduling of the Work and the application of proper means and methods for performance of the Work are entirely the responsibility of Professional. Professional shall be solely responsible for hiring, supervising and paying its employees, subcontractors and suppliers. Professional shall be solely responsible for payment of all (i) compensation, including any employment

benefits, to its employees, (ii) taxes, including withholding for federal income tax purposes, employment and unemployment taxes, and (iii) such other expenses as may be owed to Professional's employees. However, because Professional's Work may be associated in the minds of the public with OWNER, Professional shall ensure that all Work by its employees, subcontractors and agents is performed in an orderly, responsible and courteous manner. Non-citizen workers shall be properly documented.

(b) Upon prior notification to and written approval of OWNER, Professional may hire subcontractors to perform work hereunder. Professional shall be responsible to OWNER for the performance of all such subcontractors. OWNER shall require any and all such subcontractors to sign agreements with Professional that bind the subcontractors to perform subcontracts in accordance with the Contract Documents. Upon the request of OWNER, Professional shall furnish OWNER with copies of such subcontracts. In addition, Professional agrees that it is Professional's responsibility to ensure that such subcontractors make all appropriate tax payments or tax withholding in relation to subcontractor's employees providing work to OWNER through Professional under this Contract. Professional represents that it and its subcontractors are fully trained to perform the tasks required by this Contract and that they need no training by the OWNER. Professional further understands and agrees that it will be responsible to OWNER for the quality and performance of any Work performed by any such subcontractor.

#### **Article 10. Licenses and Permits**

(a) Professional shall procure and maintain at its expense all licenses and permits necessary for it to perform the Work.

(b) Professional shall ensure that its subcontractors' and their employees are all properly licensed to perform their respective portions of the Work.

#### **Article 11. Governing Laws, Regulations & Standards**

(a) This Contract shall be governed, interpreted and enforced under the laws of the State of Texas, without regard to its conflict of law principles. In the event of litigation between the Parties arising out of this Contract issued under it, venue for such litigation shall be in a court of competent jurisdiction in Williamson County, Texas.

(b) Professional shall be aware of and shall comply with all non-conflicting Federal, State, and local laws, ordinances, codes (including applicable Professional codes) and regulations applicable to the Work, any equipment to be fabricated and delivered and for compliance with standards and codes of technical societies that have been adopted by law or regulation or compliance with which is required in the Contract Documents. If any of the Work fails to comply with such laws, ordinances, codes, and regulations, Professional shall bear any expense arising from that failure, including the costs to bring the Work into compliance.

(c) Without limiting the generality of the foregoing, during the performance of the Agreement, Professional agrees to comply with all applicable regulations of Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of

the Secretary of Labor as they may apply to Equal Employment Opportunity. Professional will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor pursuant thereto, and will permit access to its books, records, and accounts by the cognizant agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

#### **Article 12. Intoxicants & Drugs: Employee Conduct**

OWNER shall not allow intoxicants or illegal drugs on its jobsite. Professional shall not at any time allow personnel for whom it is responsible on the jobsite if they are under the influence of any substance that may impair their performance. Professional shall promptly remove from the jobsite any person who is or appears to be under the influence of any of these substances or is otherwise unsafe or disorderly. Professional shall ensure that its employees, subcontractors and their employees avoid excessive noise, exceeding speed limits or reckless driving, use of weapons, or trespass on land not owned by or under easement to OWNER. If private property must be entered or crossed to perform the Work, Professional shall obtain permission from the property owner before entering.

#### **Article 13. Risk of Loss**

(a) Professional shall bear the expense and risk of loss or damage to work in progress, completed Work, materials, equipment, and all other incidents of the Work prior to Acceptance of the Work. Professional shall promptly replace or repair any loss or damage at its own expense. In the event of substantial loss or damage due to Force Majeure, the schedules shall be equitably extended. Professional shall bear the expense of storage space for stored materials, whether on-site or off-site, and shall bear the risk of loss or damage to all such materials. Professional shall take reasonable precautions to protect the materials from weather damage, burglary, pilferage and similar hazards.

(b) Professional shall bear the risk of loss or damage to its own equipment, tools, supplies and property and those of its subcontractors and suppliers, regardless of the cause of loss or damage throughout the project.

#### **Article 14. Warranties and Representations**

(a) **Warranty of Title.** Professional warrants the title to any goods it delivers to OWNER incidental to the performance of the Work and that said goods will be free and clear of all liens, mortgages, security interests or other encumbrances.

(b) **General Warranty of the Work.** Professional represents that all Work shall be performed in a Professional manner consistent with the industry standards and the standards of the profession of Professional. Professional shall correct, without delay and at its own expense, any portion of the Work that does not meet the foregoing warranty and is discovered within one year after Acceptance of the Work by re-performing that portion of the Work. Any repair, replacement, or modification of the Work performed pursuant to the provisions of this paragraph shall be supplied or repaired on the same terms and conditions as provided for herein for the Work.

(c) **Intellectual Property Representation.** Professional represents that the Work and the processes used in performing it shall not infringe on any valid United States patent, registered United States copyright, trademark or trade secret.

(d) **Business Standing Warranty.** Professional warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Professional has been duly authorized to act for and bind Professional; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Professional has been duly authorized to act for and bind Professional.

#### **Article 15. General Indemnity**

(a) Professional shall hold the OWNER and its councilmember's, officers, employees, agents and professionals harmless from all claims, damages, losses and expenses (jointly, "Claims"), including reasonable attorneys' fees, arising out of, or resulting from or arising under this Agreement, provided that any such liabilities, damage, loss, or expense is caused by the negligent, grossly negligent or intentional act or willful misconduct of Professional, anyone directly or indirectly employed by it, or anyone for whose acts it is legally liable.

(b) To the extent allowed by law, OWNER agrees to indemnify and hold harmless Professional, its directors, officers and employees, from and against any and all losses, claims, attorneys' fees and expenses arising from the negligent act or omission or willful misconduct of the OWNER related to this Contract which causes the death of, injury to or damage to the property of, any person.

(c) If the parties are concurrently negligent, each party's liability shall be limited to that portion of negligence attributable to it as determined under the applicable proportionate responsibility rules of the state of Texas.

(d) Anything to the contrary herein notwithstanding, neither party shall be liable to indemnify the other for the negligence, gross negligence or willful misconduct of the other.

(e) The foregoing indemnity provisions shall be deemed independent covenants and shall survive completion of or any termination of the Agreement or any claimed breach thereof. Professional's indemnity responsibility as specified in this clause shall not include special, incidental, punitive or consequential damages.

#### **Article 16. Intellectual Property Indemnity**

(a) Professional shall, at its own expense, defend all suits or proceedings instituted

against OWNER, its officers, agents, employees, or professionals based upon any claim that the Work, or any part thereof, or the process performed thereby constitutes an infringement of either any patent or copyright of the United States or of any trademark or trade secret protected by either federal or state law. Professional shall pay all awards of damages assessed which result from any such claim, suit, or proceeding and shall indemnify and save OWNER harmless against losses, expenses (including reasonable attorney's fees), and damages resulting from any such claim, suit, or proceeding, including obedience to resulting decrees and to resulting compromises for which Professional is legally liable.

(b) If, in any such suit, a restraining order or temporary injunction is granted, Professional shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of any such restraining order or temporary injunction. If, in any such suit, the Work or any part thereof or the process performed thereby is held to constitute an infringement and its use be permanently enjoined, Professional shall at once make every reasonable effort to secure for OWNER a license at Professional's expense authorizing the continued use of the alleged infringing portion of the Work. If Professional is unable to secure such license within a reasonable time, Professional shall, at its own expense and without impairing performance requirements, either provide non-infringing replacements or modify the Work to eliminate the infringement. In addition to indemnifying and saving OWNER harmless, Professional shall reimburse OWNER for any costs incurred as a result of the unavailability of the infringing item or its non-infringing replacement.

(c) Such indemnity shall not apply to infringement claims that are based upon patent, copyright, trademark, or trade secret violations where such information was supplied by OWNER or which were directed for use by OWNER.

#### **Article 17. Indemnity Procedures**

With respect to any claim for Indemnity, the following procedures shall apply:

(a) **Notice.** Promptly after receipt by any entity entitled to indemnification of notice of the commencement or threatened commencement of any civil, administrative, or investigative action or proceeding involving a claim in respect of which the indemnities shall seek indemnification, the indemnities shall notify the indemnitor of such claim in writing. No failure to so notify an indemnitor shall relieve the Indemnitor of its obligations under this Agreement except to the extent that it can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the indemnitee relating to any claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due, the indemnitor shall notify the indemnitee in writing if the indemnitor elects to assume control of the defense and settlement of that claim (a "Notice of Election"). It is specifically provided that any indemnitee may by separate legal counsel participate in any proceeding brought by a third party and raise defenses available to indemnities, without waiving or limiting the benefits of this article or any duty or responsibility of indemnitor; provided that such indemnitee shall not attempt to limit or waive any defenses raised by indemnitor.

(b) **Procedure for Notice of Election.** If the indemnitor delivers a Notice of Election relating to any claim within the required notice period, the indemnitor shall be entitled to have sole control over the defense and settlement of such claim; provided, however, that (i) the indemnitees shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, and (ii) the indemnitor shall obtain the prior written approval of the indemnitees before entering into any settlement of such claim or ceasing to defend against such claim. After the indemnitor has delivered a Notice of Election relating to any claim in accordance with the preceding paragraph, the indemnitor shall not be liable to the indemnitees for any legal expenses incurred by such indemnitees in connection with the defense of that claim. In addition, the indemnitor shall not be required to indemnify the indemnitees for any amount paid or payable by such indemnitees in the settlement of any claim for which the indemnitor has delivered a timely Notice of Election if such amount was agreed to without the written consent of the indemnitor.

(c) **Procedure Where No Notice of Election Is Delivered.** If the indemnitor does not deliver a Notice of Election relating to any claim within the required notice period, the indemnitees shall have the right to defend the claim in such manner as it may deem appropriate. If the indemnitor fails to deliver a Notice of Election for any claim for which indemnitor is obligated to indemnify the indemnitees pursuant to the terms of this Agreement, then the indemnitor will be solely responsible for any and all costs and expenses incurred by the indemnitees in defending such claim and the indemnitor shall promptly reimburse the indemnitees for all such costs and expenses.

**Article 18. Insurance**

Professional shall obtain and maintain the insurance coverage specified below on an occurrence-basis and shall provide to Owner an insurance certificate listing the coverage before starting work on any OWNER property. **THE COVERAGE SHALL NOT BE CONSTRUED AS ESTABLISHING OR LIMITING PROFESSIONAL'S LIABILITY UNDER THE INDEMNITY PROVISION.** OWNER shall be listed as an "additional insured" on all policies other than the Workers Compensation and Professional Liability policies. Professional for itself and its insurers hereby waive subrogation against OWNER, its affiliates, their Boards of Directors, Directors, officers, employees and agents. Professional's failure to maintain the required insurance coverage at any time during the contract period may be grounds for OWNER to suspend the Contract and withhold payment until insurance coverage is satisfactory.

	<b><u>Type of Insurance</u></b>	<b><u>Minimum Coverage</u></b>
(a)	<b><u>Workers' Compensation</u></b>	
	Coverage A -	statutory
	Coverage B -	\$250,000 employer's liability
(b)	<b><u>General Liability</u></b>	
	Bodily Injury	\$500,000 per person
	Bodily Injury	\$1,000,000 per occurrence
	Property Damage	\$1,000,000 per occurrence

- (c) Automobile Liability  
(including owned or leased vehicles and heavy equipment)

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

The automobile liability coverage shall apply to owned, non-owned, hired and leased vehicles. Before work begins, a certificate of all required insurance shall be filed with Project Manager of OWNER.

- (d) Professional Liability \$1,000,000 per occurrence

### **Article 19. Force Majeure**

(a) The nonperformance or delayed performance by Professional or OWNER of any obligation under the Agreement shall be excused if such nonperformance or delay is caused by an event beyond the control of the affected party ("Force Majeure"), except to the extent that Professional knew of or should reasonably have been able to foresee such an event and failed to take reasonable measures to avoid the event. Items beyond the control of the parties include, but are not limited to: acts of war, acts of a public enemy; acts of domestic or foreign terrorism, natural disasters; strikes, epidemics or quarantine restrictions; riot, or sabotage; and acts of civil or military authority having jurisdiction.

(b) Upon occurrence of a Force Majeure, the date for performance of the Work shall be extended for a period equal to the time lost by reason of the delay, provided Professional or OWNER has taken reasonable steps to proceed with the performance of the Agreement and has made written notification of such delay and of any corrective action taken. Professional shall not be entitled to any increase in compensation by reason of Force Majeure.

(c) The following delays shall not constitute excusable delays in performance by Professional and shall not constitute a reason for extending the date for performance of the Work:

1. Delays by subcontractors or by suppliers for reasons other than Force Majeure;
2. Delays in approval of documentation because of inadequate performance or to unrealistic approval schedules;
3. Delays caused by Professional's lack of sufficient personnel with the necessary skills.

## **Article 20. General Safety, Environmental and Site Operations Requirements**

(a) Safety. All parts of this Contract shall be performed in strict accordance with the safety requirements of applicable codes and statutes, federal, state, and local requirements, and the best industry practice. Professional is solely responsible in its procedures for the safety of its jobsite personnel, equipment, and properties involved in this project, including Professional's subcontractors. However, Professional is not responsible for jobsite safety of others, including Construction Contractor personnel or Construction Contractor means, methods, or procedures.

(b) Environmental. Professional is solely responsible for all costs incurred by OWNER for any spills or leaks caused by Professional or its subcontractors or sub consultants during performance of, or in connection with, the Work. Without limiting the foregoing sentence, Professional shall be responsible for all costs incurred to contain, remediate, and restore the site of the spill according to applicable state and federal laws and regulations, and if on OWNER's property, according to OWNER's requirements.

OWNER shall be responsible for all notifications required by and federal, state, or local law or regulation. Professional shall immediately notify OWNER with the nature and location of the spill. Professional shall provide a written report to OWNER whose representative shall identify the substance, quantity released, location of the spill, and perform clean up and remediation activities. If the spill occurs off OWNER's property, then the Professional shall also notify the OWNER of any agencies notified and the representatives of the agencies contacted. The report shall be a narrative that summarizes on-scene activity and remediation efforts. If long-term remediation will be required, it shall be noted in the report. The initial report shall be provided to OWNER within 24 hours after the incident. Follow-up reports shall be provided to OWNER weekly until remediation efforts have been completed and the spill has been properly remediated.

**PROFESSIONAL SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY AND ALL LIABILITIES, INCLUDING, BUT NOT LIMITED TO, REMEDIATION COSTS, FINES, PENALTIES, COURT COSTS, AND ATTORNEY'S FEES RESULTING FROM SPILLS, RELEASES, IMPROPER HANDLING AND/OR DISPOSAL OF WASTES CAUSED BY PROFESSIONAL, ITS SUBCONTRACTORS, AND/OR SUBCONSULTANTS.**

## **Article 21. Assignment**

This Contract is to be considered a personal Work Contract. Professional may not assign this Contract without the consent of OWNER. Any permitted assignee must notify the OWNER in writing that it accepts the assignment on the same terms and conditions contained in this Contract. No permitted assignment shall limit Professional's responsibility for performance of this contract. Attempted assignment or delegation of this Contract, including obligations under it, without the written consent of OWNER shall be void, and not merely voidable.

## **Article 22. Termination for Convenience**

(a) OWNER shall have the right to terminate this Contract for its convenience at any time. After receipt of the notice of termination, the Professional shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

1. Stop all ongoing Work.
2. Place no further subcontracts or orders for materials or Work.
3. Terminate all subcontracts.
4. Cancel all materials and equipment orders, as applicable.
5. Take any action that is necessary to protect and preserve all property related to this Contract that is in the possession of the Professional.

(b) In the event of a termination under paragraph (a) of this Article, OWNER shall pay equitable termination charges, for all billable time expended or portions of Work completed (as applicable) and materials purchased, and if the Work includes construction profit on completed portions, and out-of-pocket costs that have been reasonably incurred by Professional as a result of terminating this Contract. OWNER shall not be liable in connection with any termination under this Article for special, incidental, consequential, or punitive damages, or for loss of anticipated future work, anticipated profits, administrative costs or overhead on anticipated work, or other indirect costs.

## **Article 23. Termination for Cause**

(a) The occurrence of any one or more of the following events will constitute an event of default:

- (1) Professional's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers, suitable materials or equipment, or to adhere to project schedules as adjusted from time to time pursuant by the parties);
- (2) Professional's disregard of applicable laws or regulations;
- (3) Professional's disregard of the authority of OWNER's Representative;
- (4) Professional's violation in any substantial way of any provisions of the Contract Documents;

(5) Failure of Professional to pay subcontractors and/or material suppliers; or

(6) Professional's violation of OWNER's ethics policy.

(b) If one or more of the events identified in paragraph (a) occur, OWNER may terminate this Agreement, if after giving Professional (and the surety, if any) seven (7) calendar days prior written notice, unless such event of default shall have been cured.

(c) If this Contract has been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against Professional or any surety then existing or which may thereafter accrue. No retention or payment of moneys due Professional by OWNER will release Professional from liability.

(d) In such a circumstance, OWNER shall notify Professional in writing of the termination, with copies of the notice to OWNER's jobsite personnel. Upon notice of termination, Professional and its subcontractors shall promptly stop the Work and allow OWNER to take possession of the jobsite including any equipment and materials identified to the project (whether stored on-site or off-site), after securing the jobsite from safety and environmental hazards.

#### **Article 24. Suspension**

(a) OWNER may, at any time and at its sole option, suspend all or any portions of the Work to be performed under this Agreement by providing ten (10) calendar days written notice to the Professional. Upon receipt of any such notice, Professional shall:

1. Immediately discontinue the Work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, Work, or facilities with respect to the suspended portion of the Work, other than to the extent necessary to protect any portion of the Work already performed.
3. Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to OWNER, of all orders, subcontracts, and rental agreements to the extent that they relate to performance of the portion of Work suspended by the notice.
4. Continue to protect and maintain the portion of the Work already completed, including the portion of the Work suspended hereunder, unless otherwise specifically stated in the notice.
5. Continue to perform Professional's obligations for the portions of the Work not suspended.

(b) As full compensation for such suspension, Professional will be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs actually result from such suspension of Work.

1. A reasonable standby charge to be negotiated between OWNER and the Professional sufficient to compensate Professional for keeping (to the extent required in the notice) its organization and equipment committed to the Work in a standby status.
2. All reasonable costs associated with demobilization of Professional's facility, forces, and equipment.
3. A reasonable amount to be negotiated between OWNER and the Professional to reimburse the Professional for the cost of maintaining and protecting that portion of the Work upon which activities have been suspended.
4. All billable time reasonably extended or portions of Work completed (as applicable) prior to the suspension, materials purchased, and if the Work includes construction profit on completed portions, and out-of-pocket costs that have been reasonable incurred by Professional.

(c) Upon receipt of notice to restart the suspended portion of the Work, Professional shall immediately resume performance on the suspended portion of the Work to the extent required in the notice. Within 14 calendar days after receipt of notice to restart the suspended portion of the Work, the Professional shall submit a revised schedule for approval by OWNER. If, as a result of any suspension, the cost to Professional of subsequently performing the Work or the time required to do so is changed, a claim for an adjustment in the contract price may be made. Any claim on the part of Professional for change in price or extension of time shall be made in accordance with this Agreement.

#### **Article 25. Dispute Resolution**

The Parties agree that in the event of a dispute concerning the performance or non-performance of any obligations flowing from or as a result of this Contract and prior to the initiation of any litigation, the Parties will voluntarily submit the dispute to the Travis County Dispute Resolution Center for mediation as though it were referred through the operation of the Texas Alternative Dispute Resolution Procedures Act, Title 7, Chapter 154, TEX. CIV. PRAC. & REM. ANN., (Vernon's 1986). No record, statement, or declaration resulting from or in connection with such alternate dispute resolution procedure may be used in evidence in subsequent litigation except to demonstrate that this article has been complied with in good faith by a party. The use of such center shall not be or constitute a waiver of venue.

#### **Article 26. Notices**

All notices or other communications required under this Contract may be made either by personal delivery in writing or by certified mail, postage prepaid, return receipt requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth below or when mailed to the last address provided in writing to the other party by the addressee.

Owner: Wayne S. Watts, P.E.  
City Engineer  
City Of Leander  
P.O. Box 319  
Leander, TX 78464-0319

Professional: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Article 27. Titles and Section Headings**

The titles and section headings of this Contract are included for convenience only and shall not be deemed to constitute a part of this Contract.

**Article 28. Interpretation and Reliance**

While this Contract form was initiated by OWNER, Professional had the opportunity to take exception to and seek clarification of it. Thus, this Contract is the product of negotiations between the Parties. No presumption will apply in favor of any party in the interpretation of this Contract or in resolution of any ambiguity of any provision.

**Article 29. Failure to Act**

No action or failure to act by either party shall be a waiver of a right or duty afforded under the Contract, nor shall such action or failure to act constitute a breach of this Contract, except as specifically agreed to in writing.

**Article 30. Contract Non-Exclusive**

The Contract is not exclusive. Professional has the right to perform Work for others during the term of the Contract, and OWNER has the right to hire others to perform the same or similar tasks.

**Article 31. Third Party Beneficiaries**

There are no third party beneficiaries to this Contract and the provisions of this Contract shall not create any legal or equitable right, remedy or claim enforceable by any person, firm, or organization other than the Parties and their permitted successors and permitted assigns.

**Article 32. Mitigation of Damages**

In all cases the Party establishing or alleging a breach of contract or a right to be indemnified in accordance with this Contract shall be under a duty to take all necessary measures to mitigate the loss which has occurred, provided that it can do so without unreasonable inconvenience or cost.

**Article 33. Severability**

This Contract is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Contract if it can be given effect without the invalid parts.

**Article 34. Integration & Contract Modification**

This Contract contains the entire and integrated agreement between Professional and OWNER as to its subject matter and supersedes all prior negotiations, correspondence, understandings, representations and agreements, written or oral, related to it. In case of conflict between the terms and conditions of this Contract and those of any standard sales forms presented by Professional or such forms appearing in or referenced by Professional's bid or proposal, the terms and conditions of this Contract shall prevail. The terms and conditions of this Contract can be modified only by a writing signed by an authorized representative of both Professional and OWNER.

Executed to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2014.

**City of Leander:** \_\_\_\_\_:

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

Chris Fielder, Mayor

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Executive Summary**

**October 20, 2016**

**Council Agenda Subject:** Consideration of First Amendment to the Wastewater Service Agreement between the City of Round Rock and the City of Leander

**Background:** On May 20, 2010, the City Council considered and approved the attached Wastewater Service Agreement between the City of Round Rock and the City of Leander (Agreement) with an effective date of May 13, 2010. That Agreement provided for the rental and use of 1.0 MGD of Round Rock's excess wastewater treatment capacity in the Brushy Creek Regional Wastewater System's (BCRWWS) East Plant at a monthly cost of \$14,059.00 or \$168,708.00 annually. Since Leander's contractual average daily flows to the BCRWWS's East Plant now exceed 1.0 MGD with flows of 1,089,057 GPD, additional treatment capacity is required.

The attached First Amendment to the Wastewater Service Agreement between the City of Round Rock and the City of Leander (Amendment) provides for the rental and use of 1.5 MGD of Round Rock's excess wastewater treatment capacity in the Brushy Creek Regional Wastewater System's (BCRWWS) East Plant at a monthly cost of \$21,088.13 or \$253,057.56 annually. This increased capacity and cost is the same cost per gallon as presented in the original Agreement. The City Attorney has reviewed this Amendment, and the Round Rock City Council will consider the Amendment on October 22, 2016.

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

**Financial Consideration:** \$253,057.56 from Utility Fund (GL# 20-03-5622)

**Recommendation:** Staff recommends approval of First Amendment to the Wastewater Service Agreement between the City of Round Rock and the City of Leander.

**Attachments:** (1) Wastewater Service Agreement between the City of Round Rock and the City of Leander and (2) First Amendment to the Wastewater Service Agreement between the City of Round Rock and the City of Leander

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

Original

WASTEWATER SERVICE AGREEMENT  
BETWEEN THE  
CITY OF ROUND ROCK  
AND  
THE CITY OF LEANDER

RECITALS

Whereas, on December 8, 2009, the cities of Austin, Cedar Park and Round Rock (the "Cities") purchased the Brushy Creek Regional Wastewater System ("BCRWWS") from the Lower Colorado River Authority; and

Whereas, on December 8, 2009, the cities of Austin, Cedar Park and Round Rock entered into that one certain Master Contract for the Financing, Construction, Ownership, and Operation of the Brushy Creek Regional Wastewater System, (the "Master Contract"); and

Whereas, on \_\_\_\_\_, the cities of Austin, Cedar Park and Round Rock and the Brazos River Authority ("BRA") entered into that one certain Wastewater Services Operating Agreement Between Brazos River Authority, City of Round Rock, City of Cedar Park, and City of Austin, (the "Operating Agreement"); and

Whereas, the BCRWWS is made up of two major components, namely the wastewater collection system and the wastewater treatment system; and

Whereas, the city of Leander desires to enter into appropriate written agreements with the cities of Austin, Cedar Park and Round Rock to allow Leander to deliver wastewater to the BCRWWS to treat a portion of the wastewater generated by Leander; and

Whereas, Leander is negotiating one or more agreements with Austin, Cedar Park, and Round Rock to purchase a portion of the surplus capacity in the BCRWWS wastewater collection system; and

Whereas, Round Rock has surplus capacity in the BCRWWS wastewater treatment system that it is willing to make available to Leander on a temporary basis until this Agreement is terminated in accordance with the terms hereof; and

Whereas, Leander desires to purchase from Round Rock the right to utilize Round Rock's surplus wastewater treatment capacity; Now Therefore

This Wastewater Service Agreement ("Agreement") is entered into by and between the City of Round Rock ("Round Rock") and the City of Leander ("Leander") to be effective as of the 13th day of May, 2010.

ARTICLE I  
DEFINITIONS

Section 1.01. DEFINITION OF TERMS. Certain of the capitalized terms and expressions used in this Agreement, unless the context clearly shows otherwise, shall have the following meanings:

A. "Agreement" means this agreement.

2-10-05-13-1122

B. "Austin" means the City of Austin, Texas

C. "Cedar Park" means the City of Cedar Park, Texas

D. "Cities" mean the cities of Austin, Cedar Park, and Round Rock.

E. "Leander" means the City of Leander.

F. "Leander's Annual Flow" means the amount of wastewater generated in Leander's Service Area and delivered to the System on an annual basis as calculated in accordance with Section 8.2 of the Master Contract and with the methodology developed by K. Friese & Associates, attached to the Master Contract as **Exhibit A**.

G. "Leander Base Charges" means the cost allocated to Leander of the portion of Round Rock's debt allocable to the Treatment Plant and necessary to serve Leander, which cost is hereby agreed to be \$14,059 per month.

H. "Leander Contractual Flows" means up to, but no more than, 1.0 MGD of daily peak flow of Wastewater to be delivered by Leander into the Point of Entry for the System.

I. "Leander O & M Charges" means that portion of the Round Rock Operation and Maintenance Expense for the Treatment Plant allocated to and paid by Leander.

J. "Leander Service Area" means the portion of Leander's total service area as depicted on **Exhibit B** of the Master Contract.

K. "Master Contract" means that certain Amended and Restated Master Contract for the Financing, Construction, Ownership and Operation of the Brushy Creek Regional Wastewater System, among City of Austin, City of Cedar Park, City of Round Rock, and City of Lender together with any amendments or supplements thereto.

L. "Operating Agreement" means that certain Wastewater Services Operating Agreement Between Brazos River Authority, City of Round Rock, City of Cedar Park, and City of Austin

M. "Operations and Maintenance Expenses" means all costs to be paid to BRA by the Cities for operation, maintenance, repair, rehabilitation, replacement and decommissioning of the Treatment Plant pursuant to and as further defined and determined in the Operating Agreement.

N. "Point of Entry" means the point at which Wastewater from Leander will enter the System.

O. "Round Rock" means the City of Round Rock, Texas.

P. "Round Rock Operation and Maintenance Expense" means that portion of the Operation and Maintenance Expenses allocated to and paid by Round Rock for the Treatment Plant pursuant to the Operating Agreement.

Q. "Round Rock Reserved Capacity" means Round Rock's Reserved Capacity in the Treatment Plant portion of the System pursuant to the Master Contract, including the portion necessary to enable Round Rock to serve Leander.

R. "System" means the Brushy Creek Regional Wastewater System owned and operated by the Cities.

S. "Treatment Plant" means the treatment plant portion of the System.

T. "Wastewater" means liquid and water-carried waste discharged from sanitary conveniences of dwellings, business buildings, institutions and the like including garbage which has been shredded to such degree that all particles will be carried freely under flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch in any dimension and the liquid wastes from industrial processes, and includes any infiltration water that has migrated from the ground into the System, or inflow water from above the ground entering the System.

Section 1.02. INTERPRETATION. Terms used in this Agreement with initial letters capitalized and not otherwise defined in this Agreement have the meanings assigned to them in the Master Contract and or the Operating Agreement, but to the extent there is any conflict between the provisions of this Agreement and the Master Contract and/or the Operating Agreement, this Agreement shall control. Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa. Reference to any document means that document as amended or supplemented from time to time. Reference to any party or governmental regulatory agency means that entity and its successors and assigns.

ARTICLE II  
DESIGN, ACQUISITION,  
CONSTRUCTION, OPERATION AND MAINTENANCE  
OF SYSTEM

Section 2.01. DESIGN, ACQUISITION AND CONSTRUCTION RESPONSIBILITIES. Round Rock will use the Round Rock Reserved Capacity in the Treatment Plant for treating and disposing of Wastewater delivered by Leander. Round Rock, in cooperation with the other Cities, will operate, manage, maintain design, acquire, construct, expand, extend, enlarge, improve and repair the Treatment Plant as provided in the Master Contract and Operating Agreement, and as required to meet its obligations under this Agreement.

Section 2.02. OPERATION AND MAINTENANCE RESPONSIBILITIES. Round Rock, in cooperation with the other Cities, will operate and maintain the Treatment Plant as provided in the Master Contract, the Operating Agreement and this Agreement. In addition, Round Rock will undertake other management related actions to provide services to Leander.

ARTICLE III  
RESERVED CAPACITY AND DISCHARGE OF WASTEWATER

Section 3.01. DISCHARGE QUANTITIES. Leander shall have the right to deliver Wastewater from the Leander Service Area into the Point of Entry for the System in quantities up to, but not exceeding the Leander Contractual Flows. It shall be the sole responsibility of Leander to convey its Wastewater to the designated Point of Entry. Leander shall not deliver Wastewater to the System from outside the Leander Service Area.

Section 3.02. RATE AND QUANTITY AT POINT OF ENTRY. Leander's Annual Flow of Wastewater delivered to the System at the Point of Entry by Leander shall be determined by

“winter averaging”, which for purposes of this Agreement, the Master Contract, and the Operating Agreement shall be calculated in accordance with the methodology developed by K. Friese & Associates, attached to the Master Contract as **Exhibit E**. The same methodology shall be utilized for calculating Leander’s Annual Flow as that utilized for calculation the wastewater flows of the Cities. At no time during the term of this Agreement shall Leander discharge Wastewater into the System at such Point of Entry at a rate exceeding Leander Contractual Flows.

Section 3.03. DISCHARGE QUALITY. In order to permit the BRA to properly treat and dispose of wastewater in compliance with all regulatory requirements, to protect the public health, to permit cooperation with other entities for the protection of the physical, chemical and bacteriological quality of public water and watercourses, and to protect the properties of the System, Leander agrees that the quality of the Wastewater discharged must be regulated. Leander hereby agrees that the quality of the Wastewater to be discharged by Leander shall comply with the parameters established by the BRA as set forth in Exhibit J attached to the Operating Agreement. In that regard, Leander specifically agrees that the Wastewater that it shall discharge to the System shall be in accordance with the parameters set forth in the pretreatment requirements in the Permits, as defined in the Operating Agreement.

Section 3.05. INDUSTRIAL WASTES. Leander agrees to implement and enforce the System pretreatment program for the Leander Service Area. Leander also covenants that it will have in effect and will enforce sewer use regulations in the Leander Service Area in accordance with EPA and Commission regulations or regulations of other governmental agencies having lawful jurisdiction to set standards for waste discharges. Furthermore, Leander shall, at any reasonable time upon request by Round Rock, produce pretreatment program records for review.

Leander also agrees that no new Significant Industrial User shall be allowed to connect to Leander's sewer system within the Leander Service Area without prior notification being given by Leander to Round Rock of the intent to connect. Leander will provide Round Rock with a copy of the draft sewer use permit and permit application at the time such notification is given. All Significant Industrial Users that are customers of Leander within the Leander Service Area will also be required to obtain a sewer use permit. Any such Significant Industrial User will be subject to the same rules and requirements that are established by BCRWWS for Significant Industrial Users served by the other Cities.

Section 3.06. SYSTEM LIMITATIONS. Round Rock shall be obligated to receive at the Treatment Plant only Wastewater meeting the quantity limits and quality requirements of this Article III. Since the capacity required for Leander to discharge Wastewater up to the Leander Contractual Flows has previously been constructed and for so long as Leander does not discharge Wastewater into the System in excess of Leander Contractual Flows, Leander shall not be responsible for, and shall not be allocated any costs or expenses associated with, the discharge by any other customer (including the Cities) of Wastewater in excess of (i) the amount which the System is capable of receiving, treating, and disposing, or (ii) a discharge made into the System by such other customer or the Cities which would cause it to be overloaded or be in violation of its permits from the State of Texas and/or the United States of America.

Section 3.07. TITLE TO AND RESPONSIBILITY FOR TREATMENT AND DISPOSAL OF WASTEWATER. During the term of this Agreement, Title to and responsibility for the reception, transportation, delivery and disposal of all Wastewater discharged hereunder shall remain with Leander to the Treatment Plant, and upon such Wastewater entering the Treatment Plant title to and responsibility for the Wastewater shall, pass to Round Rock, and Round Rock shall be responsible for the proper reception, transportation, treatment and disposal

of all such Wastewater, meeting the applicable quality standards, received by it at the Treatment Plant. Responsibility for proper reception, transportation, treatment and disposal of Wastewater delivered to the Point of Entry which does not meet the applicable quality standards shall remain with Leander and any expenses incurred by Round Rock in receiving, transporting, treating and disposing of such non-compliant Wastewater shall be charged directly to Leander by Round Rock, upon demonstrating that such Wastewater was delivered by Leander.

Section 3.08. UNIT OF MEASUREMENT. The unit of measurement for Wastewater delivered hereunder shall be one thousand (1,000) gallons, U.S. Standard Liquid Measure.

#### ARTICLE IV CHARGES

Section 4.01. ESTABLISHING CHARGES. As soon as reasonably possible during the first partial Fiscal Year and not less than forty-five (45) days before commencement of each Fiscal Year thereafter while this Agreement is in effect, Round Rock shall furnish to Leander copies of its annual estimates of costs and flows for the Treatment Plant, its annual calculation of Leander O & M Charge for the Treatment Plant and the Leander Base Charges projected to be incurred by Leander in the next ensuing Fiscal Year. Round Rock shall include such information as may be reasonably necessary for Leander to confirm that Leander Base Charges and Leander O & M Charges are calculated in accordance with the terms and conditions of this Agreement.

#### Section 4.02. DISPUTES.

(a) Leander shall retain such rights as it may possess under applicable law to seek administrative or judicial review of Round Rock's charges under this Agreement. If Leander at any time disputes the amount to be paid by it under this Agreement, Leander shall nevertheless promptly make the payment or payments determined by Round Rock and shall notify Round Rock in writing of the dispute. If it is subsequently determined by agreement, administrative agency or court decision, that such disputed payments made by Leander should be changed, Round Rock shall promptly revise the charges in such manner that Leander will pay amounts which permit Round Rock to receive the entire amount of Leander Base Charges and Leander O & M Charges permitted hereunder as the same may be modified by final effective order of an administrative agency or court of appropriate jurisdiction, provided, however, nothing herein shall ever be construed to prevent Round Rock from recovering from Leander the amount required to meet Leander Base Charges and Leander O & M Charges hereunder for and with respect to the Treatment Plant. If Leander Base Charges or Leander O & M Charges for the Treatment Plant are redetermined as herein provided, Round Rock will promptly furnish Leander with an updated schedule of monthly payments reflecting such redetermination.

(b) Prior to seeking judicial or administrative review, Leander shall submit any protest or dispute relating to the budget or Leander Base Charges or Leander O & M Charges to mediation in accordance with Article VII below.

Section 4.03. CHANGES FROM EMERGENCIES AND LEGAL ACTION. Round Rock may adopt amendments to Leander Base Charges or Leander O & M Charges by following a process similar to that provided above for the establishment of such matters initially if, during a Fiscal Year, Leander Base Charges or Leander O & M Charges are changed due to:

- (i) unanticipated emergency capital expenses or Operation and Maintenance Expenses are experienced that are properly allocable to Leander under this Agreement; or
- (ii) an adjustment is necessitated by regulatory requirement.

#### Section 4.04. LEANDER CHARGES; UNCONDITIONAL PAYMENT OBLIGATION.

(a) General. On or before the fifteenth day of each month, Leander shall pay its Leander Base Charge and its Leander O & M Charge. During the term of this Agreement, Leander Base Charge for Leander to be paid each month shall be in the amount of \$14,059.00, which Leander and Round Rock believe is a reasonable basis upon which to allocate said costs.

(b) It is hereby agreed that upon the effective date of this Agreement, Leander shall be unconditionally obligated to pay Leander Base Charge and Leander O & M Charge regardless of whether or not Leander actually discharges Wastewater hereunder, whether due to Force Majeure or otherwise. Leander agrees that its obligation to pay Leander Base Charge and Leander O & M Charge shall be absolute and unconditional, irrespective of any rights of set-off, diminution, abatement, recoupment or counterclaim Leander might otherwise have against Round Rock or any other person, and Leander covenants not to seek and hereby waives, to the extent permitted by applicable law, the benefits of any rights which it may have at any time to any stay or extension of time for performance or to terminate, cancel or limit its liability to pay Leander Base Charge and Leander O & M Charge. Such additional agreement shall in all respects be consistent with the requirements of this Agreement regarding the payment of Leander Base Charge by Leander. This provision shall not be construed to prevent Leander from appealing the amount of Leander Base Charge in accordance with the dispute provisions of this Agreement.

(c) The preceding paragraph shall not be construed to release Round Rock from the performance of any of its undertakings contained in this Agreement or, except to the extent provided in this section, prevent or restrict Leander from asserting any rights which it may have against Round Rock or any other person under this Agreement or under any provision of law or prevent or restrict Leander, at its own cost and expense, from prosecuting or defending any action or proceeding against or by third parties or taking any other action to secure or protect its rights under this Agreement.

(d) In the event additional capital costs are incurred due to the repair or rehabilitation of the Treatment Plant on behalf of Leander, the City of Round Rock reserves the right to issue additional debt for such improvements made on behalf of Leander and to increase the \$14,059 per month payment accordingly. The Leander Base Charge will be amended accordingly. Except in the event of emergencies, Round Rock agrees to provide not less than 90 days prior written notice of any such proposed repair or rehabilitation, along with information regarding the necessity thereof, the projected costs thereof, and the allocation of costs associated therewith to Leander.

#### Section 4.05. LEANDER O & M CHARGES

(a) During the term of this Agreement, Leander each month shall be required to pay Leander O & M Charges designed to recover that portion of the Round Rock Flow Charge herein allocated to Leander.

(b) Adjustment for Actual. In the event that the Round Rock Flow Charges are adjusted in accordance with the Master Contract, Round Rock shall report to Leander the difference, if

any, between the amounts collected from Leander and the actual Round Rock Flow Charges. The difference, if any, shall be applied as an adjustment in calculating Leander O & M Charge pursuant to this section for the Fiscal Year immediately following the Fiscal Year in which the actual Round Rock Flow Charges are known. The difference, if any, shall also be adjusted at the termination of this Agreement.

Section 4.06. HOW, WHEN AND WHERE PAYMENTS ARE TO BE MADE. Delivery to Leander of the final budgets for a Fiscal Year, together with the schedule of resulting Leander Base Charges and Leander O & M Charges, shall constitute the invoice for same for the entire Fiscal Year. Payment of all Leander Base Charges and Leander O & M Charges required to be paid by Leander under the provisions of this Agreement shall be made to Round Rock. All charges payable for any calendar month shall be due and payable in Williamson County, Texas, on or before the first day of such month. Past due payments shall bear interest from the date due until paid at the rate of ten percent (10%) per annum.

Section 4.07. DEFAULT.

(a) Monetary Defaults by Leander. In the event Leander defaults in the payment of Leander Base Charge or Leander O & M Charge required hereunder, Round Rock shall immediately give notice of such default to Leander; provided, however, that nothing in this section shall prevent Leander from paying under protest any amount alleged as owed to Round Rock or prevent Round Rock from accepting any payment even if less than the amount alleged by Round Rock as owed by Leander. Payment or receipt of any such disputed amount shall not be construed as a waiver of any right of the party making or receiving such disputed amount to contest such matter and to demand payment or receipt of a different amount. Thereafter, Leander shall take all appropriate steps to correct such default and shall correct such default within ten (10) days after receipt of such notice. Any past due amount shall be paid, together with interest at the rate of ten percent (10%) per annum.

(b) Other Defaults by Leander or Round Rock. In the event that Leander or Round Rock defaults in the performance of any of their respective obligations under this Agreement, other than the obligation to make payments of Leander Base Charge or Leander O & M Charge, the non-defaulting party, after giving reasonable notice of the default and opportunity to cure same, may exercise any remedy at law or in equity or as provided below in Article VII.

ARTICLE V  
TERMINATION

Section 5.01. TERMINATION OF THIS AGREEMENT. As more particularly described below, the parties hereto agree that this Agreement shall be terminated upon (i) the completion of construction of an expansion to the Treatment Plant with capacity paid for and reserved by Leander, (ii) notice in accordance with Section 5.03 below from Round Rock to Leander that Round Rock no longer has surplus treatment capacity in the Treatment Plant, or (iii) on December 31, 2020, whichever first occurs.

Section 5.02. EXPANSION OF TREATMENT CAPACITY. It is anticipated that in less than ten (10) years from the effective date hereof that one or more of the Cities and Leander will seek to expand the Treatment Plant to increase the reserve treatment capacity for one or more of the Cities and to provide Leander with its own reserved treatment capacity. This Agreement shall terminate upon completion of the treatment plant expansion.

Section 5.03. ROUND ROCK'S NEED FOR CAPACITY. Leander acknowledges that the treatment capacity that it is utilizing pursuant to the terms of this Agreement is temporarily surplus Round Rock Reserved Capacity that Round Rock will need sometime in the future. Therefore, Round Rock has the right to terminate this Agreement at any time by giving Leander written notice thirty-six (36) months prior to the date that Round Rock wished to terminate this Agreement and utilize its reserved capacity. The written notice must be from the Round Rock City Council and state that the Council finds that there is an urgent public need for the capacity and for the termination of this Agreement.

Section 5.04. Term. In the event that this Agreement is not terminated because of an expansion or because of Round Rock's need for capacity, as set out above, then this Agreement shall terminate on December 31, 2020.

## ARTICLE VI GENERAL PROVISIONS

Section 6.01. PAYMENTS TO CONSTITUTE OPERATING EXPENSES OF LEANDER. Leander represents and covenants that the services to be obtained pursuant to this Agreement are essential and necessary to the operation by Leander of its own wastewater facilities and the provision of sanitary sewer services to its constituents, and that all payments to be made hereunder by it will constitute essential and necessary operating expenses of Leander's waterworks and sanitary sewer systems, and such expenses constitute essential and necessary operating expenses as referred to in all resolutions and documents authorizing the issuance of all bonds of Leander which are payable from revenues of Leander's waterworks and sanitary sewer systems. The parties acknowledge that Round Rock intends, in cooperation with the other Cities, to own and operate the System as capital improvements on behalf of Leander within the meaning of Section 395.002(1), Texas Local Government Code. The parties understand and agree that the decision as to whether the capital improvements constructed or acquired by Round Rock on behalf of Leander are used to serve new development (within the meaning of Section 395.001(6), Texas Local Government Code) and the decision as to whether to impose any impact fees (within the meaning of Section 395.001(4), Texas Local Government Code) is exclusively that of Leander. Round Rock agrees, upon receiving a written request from Leander, to provide information and other assistance regarding Round Rock's calculation of Leander Base Charges and Leander O & M Charges to assist Leander in its efforts to implement or defend any capital recovery fee or impact fee of Leander related to the System.

Section 6.02. LEANDER'S RATES, FEES AND CHARGES. Round Rock acknowledges that Leander has the right under applicable law to assess, charge and collect such Leander impact fees, capital recovery fees, connection fees, meter fees, fees for service and other service fees, rates, taxes and other charges as it will deem appropriate. Round Rock will not construe this Agreement to require (except as provided otherwise in this Section), 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, taxes, rates and charges Leander elects to charge are in compliance with applicable law. Leander agrees to establish and collect such rates and charges for its waterworks and sanitary sewer services to be supplied by its system as will make possible the prompt payment of all expenses of operating and maintaining its system including the payments committed hereunder, and the prompt payment of the principal of and interest on its obligations, if any, payable from the revenues of its waterworks and sanitary sewer systems.

Section 6.03. FORCE MAJEURE. In case by reason of "Force Majeure" any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such "Force Majeure" in writing to the other parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Force Majeure, with the exception of the obligation to pay amounts owed hereunder, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply and inability on the part of Leander to provide water necessary for operation of its water and wastewater system hereunder or of Round Rock to receive Wastewater on account of any other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Section 6.04. GOVERNMENTAL REGULATION. This Agreement shall be subject to all valid rules, regulations and laws applicable hereto passed or promulgated by the United States of America, the State of Texas or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them. In each instance herein where reference is made to a federal or state regulation, it is the intention of the parties that at any given time the then current edition of any such federal or State regulation shall apply. Round Rock and Leander agree that their obligations under this Agreement shall include compliance with the requirements made under said laws, and any rules and regulations issued pursuant thereto. New standards shall be adopted by Leander, and Round Rock which are in compliance with applicable State and federal laws and any valid rules and regulations issued pursuant thereto.

Section 6.05. LEANDER COOPERATION TO ASSURE REGULATORY COMPLIANCE. Since Round Rock and the other Cities must comply with all federal, state and local requirements to obtain permits, grants and assistance for system construction, studies, etc., Leander will cooperate with the Cities in good faith at all times to assure compliance with any such governmental requirements where noncompliance or non-cooperation by Leander may subject Round Rock to penalties, loss of grants or other funds, or other adverse regulatory action. In making the determinations called for herein, Round Rock covenants that such determinations will be made only after detailed studies of statistical data available as to the need and feasibility have been made and after consulting with engineers and financial advisors. Leander will be kept advised at all times of planning and implementing Required Improvements. In that regard, Leander agrees to adopt and enforce, and to provide in its wholesale contracts with its water customers in the future that they shall adopt and enforce, an appropriate water conservation and/or drought management plan as required by the Texas Water Development Board.

Section 6.06. CONTRACTS WITH OTHERS IN RELATION TO SYSTEM.

(a) Leander shall have the right to enter into contracts with other persons natural or corporate, private or public within the Leander Service Area, to receive Wastewater from such persons. Leander covenants that it will provide Round Rock with copies of all such written contracts and will, if requested by Round Rock, furnish Round Rock with a list of all customers within the Leander Service Area other than retail and residential customers. Initially, within thirty (30) days after execution of this Agreement, and thereafter for each calendar year during the tenure hereof, Leander will send to Round Rock by January 15 of each year an annual report containing the following data about Leander's customers that the System ultimately serves:

- (1) actual number of connections as of the end of the calendar year;
- (2) number of new wastewater connections made in the previous calendar year;
- (3) classification, by number and percentage, of accounts according to the following:
  - (i) residential;
  - (ii) multi-family;
  - (iii) business/commercial; and
  - (iv) other; and
- (4) if business or commercial connections, a copy of any Leander industrial waste discharge permit issued to such premises.

(b) Round Rock shall have the right to enter into or amend agreements with other persons, including, without limitation, entering into agreements with other customers or amendments of the Master Contract, so long as such agreements or amendments do not prevent Round Rock from meeting its obligations to provide service to Leander from the Treatment Plant in accordance with this Agreement and do not result in alienation of Reserved Capacity necessary to meet Leander's needs. Under no circumstances may Round Rock enter into such agreements that would require the use of Wastewater facilities owned or operated by Leander without Leander's prior written consent.

Section 6.07. LEANDER SERVICE AREA. Leander agrees that it will not provide or enter into an agreement to provide Wastewater service directly or indirectly outside of the Leander Service Area unless Round Rock consents. For purposes of this Agreement, Leander's Service Area shall mean the area as shown in **Exhibit B** attached to the Master Contract.

Section 6.08. NO ADDITIONAL WAIVER IMPLIED. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, conditions, or liability hereunder, or of performance by the other parties of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 6.09. ADDRESSES AND NOTICE. Unless otherwise provided, in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to the others must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by telecopier, when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be

effective, unless otherwise stated in this Agreement, from and after the expiration of four (4) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Round Rock, to:

City Manager  
City of Round Rock  
221 E. Main St.  
Round Rock, Texas 78664

with a copy to:

Stephan L. Sheets  
Sheets & Crossfield  
309 E. Main St.  
Round Rock, Texas 78664

If to Leander, to:

City Manager  
City of Leander  
200 West Willis Street  
Leander, Texas 78641-1781  
Fax No. (512) 528-2831

with a copy to:

Knight & Partners  
Attorneys at Law  
223 West Anderson Lane #A-105  
Austin, Texas 78752  
Fax (512) 323-5773

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other parties.

Section 6.10. MODIFICATION. This Agreement may not be changed or modified without the mutual consent of the governing bodies of each of the parties hereto, which consent shall not be unreasonably withheld or delayed.

Section 6.11. ASSIGNABILITY; SUCCESSORS IN INTEREST. This Agreement shall not be assignable by any party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

Section 6.12. SEVERABILITY. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 6.13. MERGER. Other than the other contracts mentioned herein, this Agreement constitutes the entire agreement between the parties relative to the subject matter thereof. Except as noted in the previous sentence, there have been and are no agreements, covenants, representations or warranties between the parties other than those expressly stated herein or expressly provided for herein.

Section 6.14. VENUE. Venue for any action arising hereunder will be in Williamson County, Texas.

Section 6.15. NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto, any rights, benefits, or remedies under or by reason of this Agreement.

## ARTICLE VII NEGOTIATION AND MEDIATION OF DISPUTES

Section 7.01. AGREEMENT REGARDING REMEDIES. The parties agree that their respective obligations under this Agreement are unique. The failure by either party to perform its obligations under this Agreement would not be capable of being appropriately remedied by award of damages to the other party to this Agreement and in any event, such damages would be difficult, if not impossible, to determine because of the unique nature of the parties' obligations to each other hereunder. Further, the parties agree that the remedy of termination of this Agreement by either party is inappropriate and not in the public interest. Therefore, the parties agree that they shall be entitled, and limited, to the remedies of specific performance, mandamus and injunction in the event of any breach of any obligation by any party under this Agreement. The parties hereby waive any requirement that they be required to provide any bond or other surety in order to obtain any of the agreed upon remedies. The parties also agree that attorney's fees and court costs incurred by any party prevailing in any legal action to enforce this Agreement or collect or defend any amounts owed or claimed as owed shall be paid by the non-prevailing party.

Section 7.02. AGREEMENT TO NEGOTIATE FIRST TO RESOLVE ISSUES. The parties agree to attempt first to resolve disputes concerning this Agreement amicably by promptly entering into negotiations in good faith. The parties agree that they will not refer any dispute to another dispute resolution procedure including mediation or litigation until they have first made reasonable and good faith efforts to settle their differences by joint negotiations conducted in a timely manner.

Section 7.03. ELECTION OF REMEDIES. If any dispute cannot be resolved through good faith negotiation, then the parties may resolve the dispute by mediation as provided herein. An election to mediate any dispute by either party shall be binding, and shall preclude the same dispute from being resolved by judicial or administrative proceeding (except to the extent required to enforce the mediator's decision).

Section 7.04. PRESENTATION OF WRITTEN CLAIM REGARDING DISPUTES NOT RESOLVED BY NEGOTIATION. In the event that a dispute is not resolved as a result of such negotiations, either party may at any time give formal written notice to the other of a "claim." A "claim" as used herein means a demand or assertion by one of the parties (the "claimant") seeking, as a matter of right, adjustment or interpretation of contract terms, the payment of money, an extension of time for performance or other relief with respect to the terms of this Agreement or any other dispute or matter in question among the parties arising out of or related to this Agreement. By way of example and without limitation, a claim may relate to the

calculation of charges, the allocation of costs, the reasonableness of costs, compliance with this Agreement, and calculation or allocation of flows to the Treatment Plant. Such notice shall be in writing, and shall specify whether the forum for resolution of the dispute shall be judicial, administrative, or mediation. If a party elects to resolve a claim by mediation, the dispute resolution procedure provided for below shall immediately enter into effect.

Section 7.05. PERFORMANCE DURING MEDIATION. The claimant shall continue with performance under this Agreement pending mediation of the dispute.

Section 7.06. APPOINTMENT OF MEDIATOR. Promptly following the making of a written claim by any party, the parties will consult with one another to agree on the appointment of a mediator acceptable to all parties. The mediator shall have experience in matters of the kind giving rise to the claim. If within five (5) business days the parties are unable to agree on the appointment of a mediator, then any party may request the appointment of a mediator by the Center for Public Policy Dispute Resolution at the University of Texas at Austin School of Law. The parties shall endeavor to secure such appointment from the Center for Public Policy Dispute Resolution within ten (10) business days after the request for same is made. The parties agree to utilize the mediator appointed by the Center unless they ultimately reach agreement on an alternative selection and give notice to the Center that another selection has been made by agreement.

Section 7.07. RULES FOR MEDIATION. The parties agree to the following stipulations concerning the conduct of the mediation:

(a) The mediator shall be impartial among the parties and shall have no conflict of interest.

(b) The mediator shall not have any past, present or anticipated financial interest in the Agreement or the System except for the payment for services as mediator nor shall the mediator have been previously employed or acted as a consultant, attorney, employee, engineer, architect, contractor or subcontractor of any party nor have any present or anticipated future engagement of kind described. Before the engagement of the mediator is finalized, the mediator shall provide to the parties a disclosure statement containing a resume of experience, a description of past, present or anticipated future relationships to the System and the parties, their engineers, contractors, subcontractors, attorneys, architects, or consultants.

(c) The mediation shall be held at a time and location mutually agreeable to the parties and the mediator provided, however, that the mediation shall commence no later than fifteen (15) business days following the confirmation of appointment.

(d) At least five (5) business days prior to the mediation, the claimant shall submit to the parties and the mediator a statement of the claimant's position, the issues that need to be resolved and a summary of the arguments supporting the claimant's position. At least two (2) business days prior to the mediation, the responding parties shall submit their written response to the claimant's statement and provide a summary of their arguments in response.

(e) If the parties agree that independent expert or technical advice would be helpful in facilitating a negotiated resolution of the dispute, the mediator may make arrangements to obtain such advice, and may, with the agreement of the parties, make arrangements for an independent expert to render a non-binding advisory opinion with respect to any technical matters

in dispute after hearing the contentions of the parties with respect thereto. The expenses of obtaining such independent advice or advisory opinion shall be borne equally by the parties.

(f) No party shall engage in any private interview, discussion or argument with the mediator concerning the subject matter of the mediation.

(g) The fees of the mediator and any other costs of administering the mediation shall be borne equally by the parties unless otherwise agreed among them in writing.

(h) The mediator may promote settlement in any manner the mediator believes appropriate at one or several mediation sessions as agreed to by the parties. The mediation shall continue only so long as desired by the parties and with the consent of all of them.

(i) Mediation sessions shall be private unless otherwise required by law. Persons other than the representatives of the parties may attend mediation sessions only with the permission of all parties and the consent of the mediator.

(j) All communications made in the course of the mediation process including any advice or advisory opinions rendered shall be confidential in accordance with V.T.C.A. Civil Practice and Remedies Code, Section 154.073.

(k) The mediator's decision shall be final and binding upon the parties.

Section 7.08. EXCEPTION. Notwithstanding the foregoing provisions of Sections 7.02-7.07, the parties agree that those provisions shall not be applicable in emergency situations.

Section 7.09 WAIVER OF SOVEREIGN IMMUNITY. The parties acknowledge and agree that this Agreement is a written contract stating the essential terms of an agreement for providing goods and services to Leander, and that each party hereto intends to waive its sovereign immunity to suit for the sole purpose of adjudicating a claim for breach of this Agreement, subject to the terms and conditions of Subchapter I of Chapter 271 of the Texas Local Government Code or any other applicable statute.

Section 7.10 ATTORNEYS' FEES. Pursuant to §271.159 of the Texas Local Government Code, the prevailing party in a claim arising out of or to enforce this Agreement shall be entitled to recover from the other party its reasonable and necessary attorneys' fees. This provision specifically applies to but is not limited to judgments awarding damages, court orders compelling performance, and mediator decisions pursuant to this Article VII.

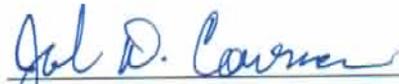
**CITY OF ROUND ROCK, TEXAS**

  
\_\_\_\_\_  
Alan McGraw, Mayor

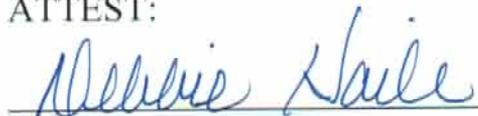
Attest:

  
\_\_\_\_\_  
Sara White, City Secretary

**CITY OF LEANDER**

  
\_\_\_\_\_  
John Cowman, Mayor

ATTEST:

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

FIRST AMENDMENT TO THE  
WASTEWATER SERVICE AGREEMENT  
BETWEEN THE  
CITY OF ROUND ROCK  
AND THE  
CITY OF LEANDER

This FIRST AMENDMENT TO THE WASTEWATER SERVICE AGREEMENT BETWEEN THE CITY OF ROUND AND THE CITY OF LEANDER (the “First Amendment”) is dated and entered into as of the \_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Round Rock (“Round Rock”) and the City of Leander (“Leander”), both home rule municipalities, collectively the “Cities.”

RECITALS

WHEREAS, on May 13, 2010, the Cities entered into that one certain Wastewater Service Agreement Between the City of Round Rock and the City of Leander, (the “Service Agreement”); and

WHEREAS, the Cities wish to amend the Service Agreement to increase the Leander Contractual Flows and to increase the Leander Base Charges; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the Cities mutually agree as follows:

ARTICLE I  
DEFINITIONS

1.01 All terms used herein shall have the meanings assigned to them in the Service Agreement, unless the context clearly requires otherwise.

ARTICLE II  
AMENDMENTS

2.01 The Service Agreement, Article I, Section 1.01. G. is hereby amended to read as follows:

G. “Leander Base Charges” means the cost allocated to Leander of the portion of Round Rock’s debt allocable to the Treatment Plant and necessary to serve Leander, which cost is hereby agreed to be \$21,088.13 per month.

2.02 The Service Agreement, Article I, Section 1.01. H. is hereby amended to read as follows:

H. “Leander Contractual Flows” means up to, but no more than 1.5 MGD of daily peak flow of Wastewater to be delivered by Leander into the Point of Entry for the System.

2.03 The Service Agreement, Article IV, Section 4.04. (a) is hereby amended to read as follows:

(a) General. On or before the fifteenth day of each month, Leander shall pay its Leander Base Charge and its Leander O & M Charge. During the term of this Agreement, Leander Base Charge for Leander to be paid each month shall be in the amount of \$21,088.13, which Leander and Round Rock believe is a reasonable basis upon which to allocate said costs.

2.04 The Service Agreement, Article IV, Section 4.04. (d) is hereby amended to read as follows:

(d) In the event additional capital costs are incurred due to the repair or rehabilitation of the Treatment Plant on behalf of Leander, the City of Round Rock reserves the right to issue additional debt for such improvements made on behalf of Leander and to increase the \$21,088.13 per month payment accordingly. The Leander Base Charge will be amended accordingly. Except in the event of emergencies, Round Rock agrees to provide not less than 90 days prior written notice of any such proposed repair or rehabilitation, along with information regarding the necessity thereof, the projected costs thereof, and the allocation of costs associated therewith to Leander.

2.05 The Service Agreement, Article V. Section 5.04. Term is hereby amended to read as follows:

Section 5.04. Term. In the event that this Agreement is not terminated because of an expansion or because of Round Rock's need for capacity, as set out above, then this Agreement shall terminate on December 31, 2023.

ARTICLE III  
MISCELLANEOUS

3.01 To the extent necessary to effect the terms and provisions of this First Amendment, the Service Agreement is hereby amended and modified. In all other respects, the aforesaid Service Agreement is hereby ratified and confirmed.

3.02 This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute buy one and the same instrument.

IN WITNESS WHEREOF, the Cities hereto acting under authority of their respective governing bodies, have caused this First Amendment to be duly executed as of the day and year first above written.

(SIGNATURES ON FOLLOWING PAGES)

**CITY OF ROUND ROCK, TEXAS**

---

**Alan McGraw, Mayor**

**Attest:**

---

**Sara White, City Clerk**

**CITY OF LEANDER**

---

**Christopher Fielder, Mayor**

**ATTEST:**

---

**Debbie Haile, City Secretary**



**Executive Summary**

**October 20, 2016**

**Subject:** Consider approval of Information Technology Storage and Network Equipment purchase available from Texas Department of Information Resources (DIR) Co-Op Contracts in the amount of \$169,377.

**Background:** To further support and expand the City's Information Technology infrastructure, storage equipment, network equipment and additional servers have been budgeted for purchase and installation in FY 16/17. To ensure compatibility of systems and protect the city from unknowingly installing non-brand replica equipment, the DIR contract purchasing is recommended.

<b>Scheduled Equipment</b>	<b>Contract Number</b>	<b>Price</b>	<b>Vendor Name</b>
Cisco Network Equipment	DIR-TSO-2542	\$47,254.00	Network Alliance
Dell Servers	DIR-SDD-1951	\$77,873.00	Sigma Solutions
Nimble Storage Area Network	DIR-SDD-2035	\$44,250.00	Carahsoft

Local Government Code Sec. 271.012: Cooperative Purchasing Program Participation, provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. DIR solicitations are posted year-round to continually seek the best pricing. The City does not pay a fee to utilize the co-op contract pricing.

**Financial Consideration:** Funds are budgeted in the FY 16/17 budget for \$169,377 in account 01-10-5215.

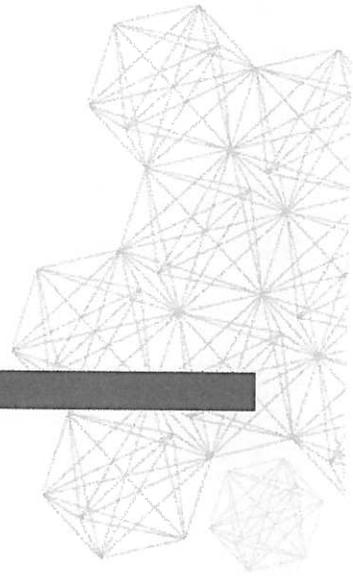
**Recommendation:** Staff respectfully recommends Council approve the purchase of the budgeted network equipment through the DIR Co-op contracts noted.

**Attachments:** DIR Contract documents; DIR Vendor Quotes.

**Prepared by:** Paul Preston, Information Technology Manager  
Joy Simonton, General Services Manager



**network alliance**



We have prepared a quote for you

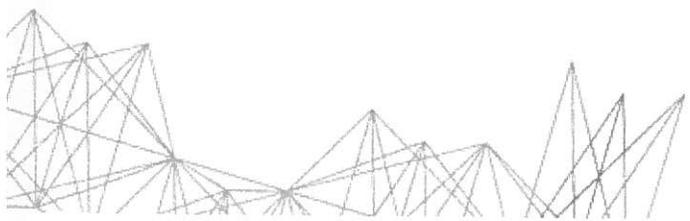
**Quote for Police Department Switches**

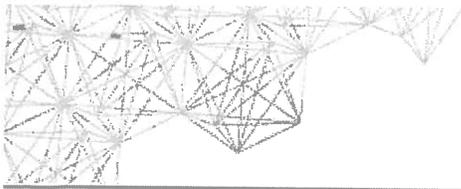
Quote # 000302  
Version 2

Prepared for:

**City of Leander**

Paul Preston  
ppreston@leandertx.gov





Thursday, September 01, 2016

City of Leander  
Paul Preston  
200 West Willis St  
Leander, TX 78641  
ppreston@leandertx.gov

Dear Paul ,

Please find attached a DIR Quote per Mark Bell. Please note the pricing is at Standard DIR pricing or better.

POs should be issued to: Network Alliance, LLC, 9830 Colonnade Blvd., Suite 100, San Antonio, Texas 78230 and emailed to: [mkillen@network-alliance.net](mailto:mkillen@network-alliance.net).

Please reference DIR Contract Number: DIR-TSO-2542. Thank you,

Melissa Killen

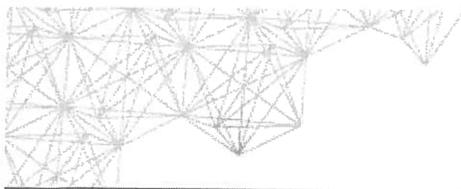
Network Alliance LLC



## Cisco Hardware

Item	Description	Price	Qty	Ext. Price
WS-C4500X-F-16SFP+	<b>Catalyst 4500-X 16 Port 10G IP Base, Back-to-Front, No P/S</b>	\$9,920.00	2	\$19,840.00
CON-SNT-WSCF16FX	<b>SNTC-8X5XNBD Catalyst 4500-X 16 Port 10G IP Base, Bac</b>	\$950.40	2	\$1,900.80
C4KX-PWR-750AC-F/2	<b>Catalyst 4500X 750W AC back to front cooling 2nd PWR supply</b>	\$1,240.00	2	\$2,480.00
C4KX-PWR-750AC-F	<b>Catalyst 4500X 750W AC back to front cooling power supply</b>	\$1,240.00	2	\$2,480.00
S45XUK9-38E	<b>CAT4500-X Universal Crypto Image</b>	\$0.00	2	\$0.00
C4KX-NM-8SFP+	<b>Catalyst 4500X 8 Port 10G Network Module</b>	\$4,960.00	2	\$9,920.00
C4500X-16P-IP-ES	<b>IP Base to Ent. Services license for 16 Port Catalyst 4500-X</b>	\$2,480.00	2	\$4,960.00
CAB-US515-C15-US	<b>NEMA 5-15 to IEC-C15 8ft US</b>	\$0.00	4	\$0.00
SFP-H10GB-CU2M=	<b>10GBASE-CU SFP+ Cable 2 Meter</b>	\$62.00	12	\$744.00
SFP-H10GB-CU1M=	<b>10GBASE-CU SFP+ Cable 1 Meter</b>	\$62.00	2	\$124.00
SFP-10G-LR-S=	<b>10GBASE-LR SFP Module, Enterprise-Class</b>	\$1,178.00	2	\$2,356.00
GLC-TE=	<b>1000BASE-T SFP transceiver module for Category 5 copper wire</b>	\$244.90	10	\$2,449.00

Subtotal: **\$47,253.80**



## Quote for Police Department Switches



Prepared by:

**Network Alliance LLC**

Melissa Killen

Direct: (210) 870-1955

Main: (210) 229-1811

Fax: (210) 870-1960

Email: mkillen@network-alliance.net

For more information, please contact Mark Bell.

Prepared for:

**City of Leander**

200 West Willis St

Leander, TX 78641

Paul Preston

ppreston@leandertx.gov

(512) 528-2700

Quote Information:

**Quote #: 000302**

Version: 2

Delivery Date: 09/01/2016

Expiration Date: 09/28/2016

DIR Contract #: DIR-TSO-2542

## Quote Summary

Description	Amount
Cisco Hardware	\$47,253.80

Total: **\$47,253.80**

This Quote is governed by the Terms and Conditions set forth in the DIR Contract Number listed above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





## Cisco Systems, Inc.

<b>Vendor ID</b> 1770059951100	<b>DIR Contract Number</b> DIR-TSO-2542
<b>URL</b> <b>Vendor Website</b> ( <a href="http://www.cisco.com/web/strategy/government/texas/texas-dir-br.html#~1">http://www.cisco.com/web/strategy/government/texas/texas-dir-br.html#~1</a> )	<b>Contract Term End Date</b> 5/5/2017
<b>HUB Type</b> Non HUB	5/5/2018
E-Rate Qualified	

### Contact Cisco Systems, Inc.

**Contact**  
**Mimi Farr**  
(<mailto:mimnguye@cisco.com>)  
**Phone**  
(408) 527-2627  
**Fax**  
(703) 842-8684

### Contact DIR

**Contact**  
**Kelly Parker**  
(<mailto:kelly.parker@dir.texas.gov>)  
**Phone**  
(512) 475-1647  
**Fax**  
(512) 475-4759

## Contract Overview

Cisco Systems offers Cisco branded hardware, networking equipment, servers, data storage solutions, and related services through this contract. This contract is E-Rate qualified. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors.

## Contract Documents

- [DIR-TSO-2542 Contract PDF \(373.51KB\)](#)  
(<http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542 Contract.pdf>)
- [DIR-TSO-2542 Appendix A Standard Terms and Conditions \(per Amendment 3\) PDF \(482.07KB\)](#)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542 Appendix A Standard Terms and Conditions \(per Amendment 3\).pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542 Appendix A Standard Terms and Conditions (per Amendment 3).pdf))
- [DIR-TSO-2542 Appendix B HUB Subcontracting Plan \(Approved 04-05-2016\) PDF \(556.63KB\)](#)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542 Appendix B HUB Subcontracting Plan \(Approved 04-05-2016\).pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542 Appendix B HUB Subcontracting Plan (Approved 04-05-2016).pdf))

- [DIR-TSO-2542 Appendix C Pricing Index \(per Amendment 2\) PDF \(185.78KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20C%20Pricing%20Index%20(per%20Amendment%20).pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542 Appendix C Pricing Index \(per Amendment 2\).pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20C%20Pricing%20Index%20(per%20Amendment%20).pdf))
- [DIR-TSO-2542 Appendix D EULA Agreement PDF \(115.25KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20D%20EULA%20Agreement.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542 Appendix D EULA Agreement.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20D%20EULA%20Agreement.pdf))
- [DIR-TSO-2542 Appendix E Services Agreement PDF \(295.68KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20E%20Services%20Agreement.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542 Appendix E Services Agreement.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20E%20Services%20Agreement.pdf))
- [DIR-TSO-2542 Appendix F Non-Entitlement Destroyed Product PDF \(277.86KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20F%20Non-Entitlement%20Destroyed%20Product.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542 Appendix F Non-Entitlement Destroyed Product.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20F%20Non-Entitlement%20Destroyed%20Product.pdf))
- [DIR-TSO-2542 Appendix F1 Non-Entitlement Scrapped Product PDF \(244.34KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20F1%20Non-Entitlement%20Scrapped%20Product.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542 Appendix F1 Non-Entitlement Scrapped Product.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20F1%20Non-Entitlement%20Scrapped%20Product.pdf))
- [DIR-TSO-2542 Appendix F2 Non-Entitlement Stolen Product PDF \(278.63KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20F2%20Non-Entitlement%20Stolen%20Product.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542 Appendix F2 Non-Entitlement Stolen Product.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20F2%20Non-Entitlement%20Stolen%20Product.pdf))
- [DIR-TSO-2542 Appendix F3 Non-Genuine Product PDF \(287.46KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20F3%20Non-Genuine%20Product.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542 Appendix F3 Non-Genuine Product.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20F3%20Non-Genuine%20Product.pdf))
- [DIR-TSO-2542 Appendix F4 Non-Entitlement Secondary Market PDF \(274.73KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20F4%20Non-Entitlement%20Secondary%20Market.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542 Appendix F4 Non-Entitlement Secondary Market.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20F4%20Non-Entitlement%20Secondary%20Market.pdf))
- [DIR-TSO-2542 Appendix G Master Lease Agreement PDF \(442.12KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20G%20Master%20Lease%20Agreement.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542 Appendix G Master Lease Agreement.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20G%20Master%20Lease%20Agreement.pdf))
- [DIR-TSO-2542 Appendix H Master Operating Lease Agreement PDF \(634.15KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20H%20Master%20Operating%20Lease%20Agreement.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542 Appendix H Master Operating Lease Agreement.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Appendix%20H%20Master%20Operating%20Lease%20Agreement.pdf))
- [DIR-TSO-2542 RFO DIR-TSO-TMP-215 ZIP \(1.83MB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20RFO%20DIR-TSO-TMP-215.zip)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542 RFO DIR-TSO-TMP-215.zip](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20RFO%20DIR-TSO-TMP-215.zip))
- [DIR-TSO-2542 Amendment 1 PDF \(98.39KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Amendment%201.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542 Amendment 1.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Amendment%201.pdf))
- [DIR-TSO-2542 Amendment 2 PDF \(315.28KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Amendment%202.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542 Amendment 2.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Amendment%202.pdf))

- [DIR-TSO-2542 Amendment 3 PDF \(385.67KB\)](#)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542 Amendment 3.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2542%20Amendment%203.pdf))

### Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Please note that some of the documents on this page are in the PDF format. Please [download the Adobe Reader \(http://get.adobe.com/reader/\)](#) in order to view these documents.

### Reseller Vendor Contacts

Vendor Name	Contact Name	Phone/Fax
AT&T Corp.	Non HUB	<a href="mailto:john.hagan@att.com">John Hagan (mailto:john.hagan@att.com)</a> Phone: Fax: (512) 870- 4388
Black Box Network Services, Inc.	Non HUB	<a href="mailto:teresa.bailey@blackbox.com">Teresa Bailey (mailto:teresa.bailey@blackbox.com)</a> Phone: (713) 307- 6810 Fax: (713) 307- 4115
CDW Government, LLC	Non HUB	<a href="mailto:petmcge@cdwg.com">Peter McGee (mailto:petmcge@cdwg.com)</a> Phone: (877) 708- 8009 Fax: (312) 705- 8262
Centre Technologies	Woman Owned	<a href="mailto:bmartin@centretechnologies.com">Ben Martin (mailto:bmartin@centretechnologies.com)</a> Phone: (281) 506- 2480 Fax: (888)

Vendor Name	Contact Name	Phone/Fax
		649-1754
Clover International LLC	Non HUB	<u>Hunaid Lotia</u> (mailto:hunaid@cloverinternational.co)  Phone: (682) 429-3374 Fax: (972) 499-7745
Datavox, Inc	Non HUB	<u>Neil Ferguson (mailto:neil@datavox.net)</u>  Phone: (713) 881-7107 Fax: (713) 881-7207
Desert Communications	Non HUB	<u>Sarah Cancellare</u> (mailto:sarah@descominc.com)  Phone: (915) 584-1287 Fax: (915) 581-7697
Dimension Data North America Inc.	Non HUB	<u>Jacob Gutierrez</u> (mailto:jacob.gutierrez@dimensiondata.com)  Phone: (212) 613-1220 Fax:
Direct Packet, Inc. dba OneVision Solutions	Non HUB	<u>Naomi Armentrout</u> (mailto:narmentrout@onevisionsolutions.com)  Phone: (972) 714-0540 Fax: (972) 580-8435
DISYS Solutions, Inc.	Non HUB	<u>Jatinder Vohra</u> (mailto:txsales@disyssolutions.com)  Phone: (888) 286-3896 Fax:

Vendor Name	Contact Name	Phone/Fax
		(703) 802- 0798
ePlus Technology, Inc	Non HUB	<u>Chris Wolfe (mailto:cwolfe@eplus.com)</u> Phone: (214) 438- 5211 Fax: (214) 438- 5284
Exebridge, Inc.	Hispanic/Female	<u>Mark Pruitt (mailto:mark.pruitt@exebridge.com)</u> Phone: (713) 630- 8545 Fax:
FMS Technologies dba Flexile Systems	Non HUB	<u>Betty Wells (mailto:betty@flexile.net)</u> Phone: (936) 634- 4200 Fax: (936) 634- 2539
General Datatech, L.P.	Non HUB	<u>Karen Bahamundi (mailto:kbahamundi@gdt.com)</u> Phone: (214) 857- 6253 Fax: (214) 857- 6500
Great South Texas Corporation dba Computer Solutions	Woman Owned	<u>Terri Gober (mailto:comsolder@comsoltx.com)</u> Phone: (210) 369- 0300 Fax: (210) 369- 0389
GTS Technology Solutions, Inc.	Woman Owned	<u>Briana Burt (mailto:orders@gts-ts.com)</u> Phone: (512) 452- 0651

Vendor Name	Contact Name	Phone/Fax
		Fax: (512) 452- 0691
Insight Public Sector, Inc.	Non HUB	<u>Michelle Abbamonte</u> (mailto:sledcontracts@insight.com) Phone: (800) 467- 4448 Fax:
Lumenate Technologies, LP	Non HUB	<u>Len Noble (mailto:len.noble@lumenate.com)</u> Phone: (713) 805- 2377 Fax: (281) 945- 5819
LyncVerse Technologies, Inc	Black/Male	<u>Shearrard Thomas</u> (mailto:stomas@lyncverse.com) Phone: (281) 320- 2949 Fax:
MTM Technologies, Inc.	Non HUB	<u>Kevin Krick (mailto:kkrick@mtm.com)</u> Phone: (314) 575- 3618 Fax: (201) 558- 7201
Netsync Network Solutions, Inc.	Hispanic/Female	<u>Kurt Nordquist</u> (mailto:knordquist@netsyncnetwork.com) Phone: (713) 218- 5059 Fax: (713) 664- 9964
Network Alliance LLC	Hispanic/Female	<u>Jennifer Sierra (mailto:jsierra@network-alliance.net)</u> Phone: (210) 870- 1950 Fax: (210)

Vendor Name	Contact Name	Phone/Fax	
			870-1960
NWN Corporation	Non HUB	<a href="mailto:gbartkus@nwnit.com">Gary Bartkus (mailto:gbartkus@nwnit.com)</a>	Phone: (281) 506-1147 Fax: (281) 983-5599
PC Specialists, Inc. dba Technology Integration Group (TIG)	Non HUB	<a href="mailto:mgonzalez@tig.com">Mario Gonzalez (mailto:mgonzalez@tig.com)</a>	Phone: (210) 365-1530 Fax: (858) 790-0031
PCMG, Inc. dba PCM Gov, Inc.	Non HUB	<a href="mailto:appledir@pcmg.com">Jishnu Banerjee (mailto:appledir@pcmg.com)</a>	Phone: (800) 625-5468 x38334 Fax: (310) 630-6434
Porter Burgess Company dba Flair Data Systems	Non HUB	<a href="mailto:kfairchild@flairdata.com">Karen Fairchild (mailto:kfairchild@flairdata.com)</a>	Phone: (214) 445-3508 Fax: (214) 373-4188
Presidio Networked Solutions Group, LLC	Non HUB	<a href="mailto:bdaughrity@presidio.com">Bob Daughrity (mailto:bdaughrity@presidio.com)</a>	Phone: (713) 795-2048 Fax: (713) 796-3934
	Non HUB		

Vendor Name	Contact Name	Phone/Fax	
Reliable IT dba The Broadleaf Group, LLC.		<u>Amy Barton</u> (mailto:txdir@broadleafgroup.com)	Phone: (210) 678- 4721 Fax: (832) 295- 4830
SHI Government Solutions, Inc.	Asian/Female	<u>SHI Texas Team (mailto:texas@shi.com)</u>	Phone: (800) 870- 6079 Fax: (512) 732- 0232
Sigma Technology Solutions Inc	Non HUB	<u>Bryan McCandless</u> (mailto:bmccandless@sigmasolinc.com)	Phone: (210) 348- 9876 Fax: (210) 348- 9124
Sirius Computer Solutions, Inc	Non HUB	<u>Phyllis Byrd (PJ)</u> (mailto:phyllis.byrd@siriuscom.com)	Phone: 210- 369- 0617 Fax: (866) 313- 0960
Sky Communications, Inc.	Black/Male	<u>Jeff Kincannon</u> (mailto:jeff.kincannon@skycomglobal.com)	Phone: (214) 662- 3172 Fax: (703) 649- 3566
Sology LLC	Black/Female	<u>Mark Damron</u> (mailto:mdamron@sologysolutions.com)	Phone: (972) 792- 9300 Fax:

Vendor Name	Contact Name	Phone/Fax
		(972) 792- 9301
Synetra Inc	Non HUB	<u>Don Campbell (mailto:don@synetra.net)</u>  Phone: (432) 561- 7220 Fax: (432) 561- 7201
Technogent	Non HUB	<u>Candyce Mayer</u> <u>(mailto:apsupport@technogent.com)</u>  Phone: (949) 716- 9500 Fax: (949) 716- 9600
Technology for Education dba: TFE	Woman Owned	<u>Cassandra Counts</u> <u>(mailto:cassandra.counts@tfeconnect.com)</u>  Phone: (254) 741- 2462 Fax: (254) 299- 1396
United Teleservices, Inc. dba CenturyLink	Non HUB	<u>Colleen Parker</u> <u>(mailto:colleen.parker@centurylink.com)</u>  Phone: (512) 338- 5705 Fax: (512) 472- 0524
World Wide Technology, Inc.	Non HUB	<u>Wayne Haddix</u> <u>(mailto:wayne.haddix@wwt.com)</u>  Phone: (314) 682- 0970 Fax: (314) 919- 1470
Zones, Inc.	Non HUB	

Vendor Name	Contact Name	Phone/Fax
		<p><u>Kevin McGowan</u>  <u>(mailto:govedcontracts@zones.com)</u></p>

Phone:  
 (253)  
 205-  
 3000  
 Fax:  
 (253)  
 205-  
 3539

**How To Order**

1. For product and pricing information, visit the [Cisco Systems, Inc.](http://www.cisco.com/web/strategy/government/texas/texas_dir_br.html#~1) ([http://www.cisco.com/web/strategy/government/texas/texas\\_dir\\_br.html#~1](http://www.cisco.com/web/strategy/government/texas/texas_dir_br.html#~1)) website or contact [Mimi Farr \(mailto:mimnguye@cisco.com\)](mailto:mimnguye@cisco.com) at (408) 527-2627. Reseller Vendors are also available through this contract. Select from any Reseller Vendor contact listed below to also obtain product and pricing information.
2. Generate a purchase order made payable to [Cisco Systems, Inc.](#) or any Reseller Vendor listed [Show more](#)

**Available Brands (7 total)**

- Cisco
- Cisco Meraki
- Cisco Physical Security
- Cisco Physical Security Solutions
- Cisco Smartnet
- Cisco Systems [Show more](#)

**Available Products & Services (11 total)**

- Access and Access Circuits
- Catalog
- Components
- Data Storage
- Misc IT Hardware, Peripherals, Components and Related Services [Show more](#)
- Networking Equipment

**Commodity Codes (11 total)**

- 204-13 - Cables: Printer, Disk, Network, etc.
- 204-20 - Communication Control Units: Concentrators, Multiplexors, Couplers, etc.
- 204-29 - Data/File Security Hardware/Software to Include Encryption
- 204-64 - Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Firewall Devices, Hubs, Line Drivers, MSAUs, Routers, Transceivers, etc.
- 206-23 - Communication Processors and Protocol Convertors: Front-End Processor Network Interface



607 E. Sonterra Blvd., Ste. 250  
 San Antonio, TX 78258  
 Phone: Fax:

## Quotation

Date	Quote #	Cust #
09/02/16	SSIQ45522-02	

Sold To:	Ship To:	Sales Representative:
Paul Preston City of Leander 200 W. Willis St. Leander, TX 78641 (512) 528-2717 ppreston@leandertx.gov	Paul Preston City of Leander 200 W. Willis St. Leander, TX 78641 (512) 528-2717 ppreston@leandertx.gov	Allison Canalichio  acanalichio@sigmasolinc.com

Item #	Part #	Description	Qty	Unit Price	Ext. Price
1	DIR DELL	TEXAS DIR-SDD-1951	1	\$0.00	\$0.00
2	210-ACXS	PowerEdge R630 Server	6	\$11,207.47	\$67,244.82
3	329-BCZI	PowerEdge R630 Motherboard MLK	6	\$0.00	\$0.00
4	461-AADZ	No Trusted Platform Module	6	\$0.00	\$0.00
5	321-BBKK	Chassis with up to 8, 2.5" Hard Drives, Software RAID, 3 PCIe Slots	6	\$0.00	\$0.00
6	340-AKPS	PowerEdge R630 Shipping- 8 Drive Chassis	6	\$0.00	\$0.00
7	338-BJCT	Intel Xeon E5-2690 v4 2.6GHz,35M Cache,9.60GT/s QPI,Turbo,HT,14C/28T (135W) Max Mem 2400MHz	6	\$0.00	\$0.00
8	338-BJEH	Intel Xeon E5-2690 v4 2.6GHz,35M Cache,9.60GT/s QPI,Turbo,HT,14C/28T (135W) Max Mem 2400MHz	6	\$0.00	\$0.00
9	370-ABWE	DIMM Blanks for System with 2 Processors	6	\$0.00	\$0.00
10	412-AAEF	160W Heatsink for PowerEdge R630	6	\$0.00	\$0.00
11	412-AAEF	160W Heatsink for PowerEdge R630	6	\$0.00	\$0.00
12	370-ACPH	2400MT/s RDIMMs	6	\$0.00	\$0.00
13	370-AAIP	Performance Optimized	6	\$0.00	\$0.00
14	370-ACNS	32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	24	\$0.00	\$0.00



A PIVOT COMPANY  
 607 E. Sonterra Blvd., Ste. 250  
 San Antonio, TX 78258

Phone:                      Fax:

## Quotation

Date	Quote #	Cust #
09/02/16	SSIQ45522-02	

Part #	Description	Qty	Unit Price	Ext. Price
15	780-BBJB Diskless Configuration (No RAID, No Controller)	6	\$0.00	\$0.00
16	405-AAACD No Controller	6	\$0.00	\$0.00
17	400-ABHL No Hard Drive	6	\$0.00	\$0.00
18	540-BBBJ QLogic 57810 Dual Port 10Gb Direct Attach/SFP+ Low Profile Network Adapter	6	\$0.00	\$0.00
19	385-BBH0 iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	6	\$0.00	\$0.00
20	634-BBWJ OpenManage Essentials, Server Configuration Management	6	\$0.00	\$0.00
21	330-BBCL Internal Dual SD Module	6	\$0.00	\$0.00
22	385-BBCF Redundant SD Cards Enabled	6	\$0.00	\$0.00
23	385-BBJL 16GB SD Card For IDSDM	6	\$0.00	\$0.00
24	385-BBJL 16GB SD Card For IDSDM	6	\$0.00	\$0.00
25	429-AAQM DVD ROM SATA Internal	6	\$0.00	\$0.00
26	325-BBII Bezel up to 8 Drive Chassis	6	\$0.00	\$0.00
27	770-BBBL ReadyRails Sliding Rails With Cable Management Arm	6	\$0.00	\$0.00
28	384-BBBL Performance BIOS Settings	6	\$0.00	\$0.00
29	450-ADWS Dual, Hot-plug, Redundant Power Supply (1+1), 750W	6	\$0.00	\$0.00
30	450-AALV NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	12	\$0.00	\$0.00
31	343-BBDK Electronic System Documentation and OpenManage DVD Kit, PowerEdge R630	6	\$0.00	\$0.00
32	611-BBBG No Operating System, No Utility Partition	6	\$0.00	\$0.00
33	421-5736 No Media Required	6	\$0.00	\$0.00
34	332-1286 US Order	6	\$0.00	\$0.00
35	540-BBBW Broadcom 5720 QP 1Gb Network Daughter Card	6	\$0.00	\$0.00

**SIGMA**  
 A PIVOT COMPANY  
 607 E. Sonterra Blvd., Ste. 250  
 San Antonio, TX 78258

Phone:                      Fax:

## Quotation

Date	Quote #	Cust #
09/02/16	SSIQ45522-02	

Part #	Description	Qty	Unit Price	Ext. Price	
36	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">http://www.dell.com/contactdell</a>	6	\$0.00	\$0.00
37	955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year	6	\$0.00	\$0.00
38	976-7728	Dell Hardware Limited Warranty Plus On Site Service	6	\$0.00	\$0.00
39	976-7782	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year	6	\$0.00	\$0.00
40	976-7784	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch,EXT to 4 Year	6	\$0.00	\$0.00
41	976-7798	ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 7 Year	6	\$0.00	\$0.00
42	900-9997	On-Site Installation Declined	6	\$0.00	\$0.00
43	973-2426	Declined Remote Consulting Service	6	\$0.00	\$0.00
<b>SubTotal</b>					<b>\$67,244.82</b>
44	DIR VMWARE	TEXAS DIR-SDD-2035	1	\$0.00	\$0.00
45	VS6-ESP-KIT-C	VMware vSphere 6 Essentials Plus Kit for hosts (Max 2 processors per host) VMware Inc. - VS6-ESP-KIT-C	2	\$4,202.07	\$8,404.14
46	VS6-ESP-KIT-P-SSS-C	Production Support/Subscription VMware vSphere 6 Essentials Plus Kit for 1 year VMware Inc.	2	\$1,111.78	\$2,223.56
<b>SubTotal</b>					<b>\$10,627.70</b>

Sub Total	\$77,872.52
Estimated Sales Tax	\$0.00
Shipping	\$0.00
<b>Total</b>	<b>\$77,872.52</b>

**Does this quote include any of our Managed Services....**

<b>Quote #</b>
SSIQ45522-02

**Managed Services and IT Operations**

Sigma's comprehensive managed services solutions deliver remote monitoring, engineering and support, and preventative maintenance - all with a predictable, monthly cost structure. Our Services Include:



- Sigma One Source - vendor management and enterprise-class managed services
- Sigma Match - IT staff augmentation
- First Call Support - single point-of-contact for vendor support

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ PO: \_\_\_\_\_

- \* Unless otherwise stated, Quotes are valid for 30 days from the quote date.
- \* All shipping is FOB Source. Shipping and handling charges are the responsibility of the customer and will be added at the time of invoicing.
- \* Applicable taxes are the responsibility of the customer, and will be added at the time of invoicing unless a valid resale or exemption is on file at the Company's corporate office.
- \* Please include Company Remit To address on purchase order.
- \* Cancellation and/or restocking fees may apply if the order is cancelled or changed after the purchase order is received.
- \* Returns: RMA# must be issued prior to return. Software must be unopened with original manufacturer seal unbroken.
- \* Lease pricing may be available. Contact your sales representative for more information.
- \* All quotes are in US Dollars.

**Texas DIR Customers Please Note**

If your Order is being placed pursuant to a Texas DIR Contract, your Order is subject to the Terms and Conditions of that Contract and the above Terms and Conditions do not apply to your Order. Please refer to the specific DIR Contract(s) covering the Products on this Quote for further details.



## Dell Marketing LP

<b>Vendor ID</b> 1742616805400	<b>DIR Contract Number</b> DIR-SDD-1951
<b>URL</b> <b>Vendor Website</b> ( <a href="http://www.dell.com/learn/us/en/04/slg/texas?c=us&amp;l=en&amp;s=bsd&amp;cs=04">http://www.dell.com/learn/us/en/04/slg/texas?c=us&amp;l=en&amp;s=bsd&amp;cs=04</a> )	<b>Contract Term End Date</b> 1/9/2017
<b>HUB Type</b> Non HUB	<b>Contract Exp Date</b> 1/9/2017

### Contact Dell Marketing LP

**Contact**  
**Addam Chandler**  
([mailto:addam\\_chandler@dell.com](mailto:addam_chandler@dell.com))  
**Phone**  
(512) 513-9361  
**Fax**  
(512) 283-9092

### Contact DIR

**Contact**  
**Linda Hart**  
(<mailto:linda.hart@dir.texas.gov>)  
**Phone**  
(512) 936-1775  
**Fax**  
(512) 475-4759

## Contract Overview

Dell offers computers, laptops, tablets, servers, printers, peripherals and other technology products and services through this contract. Dell offers their entire product catalog through this contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors.

## Contract Documents

- [DIR-SDD-1951 Contract PDF \(481.4KB\)](#)  
(<http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Contract.pdf>)
- [DIR-SDD-1951 Appendix A Standard Terms and Conditions \(per Amendment 7\) PDF \(430.46KB\)](#)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Appendix A Standard Terms and Conditions \(per Amendment 7\).pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Appendix A Standard Terms and Conditions (per Amendment 7).pdf))

- [DIR-SDD-1951 Appendix B HUB Subcontracting Plan \(approved on 08-04-2016\) PDF \(1.32MB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Appendix%20B%20Subcontracting%20Plan%20(approved%20on%2008-04-2016).pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Appendix B HUB Subcontracting Plan \(approved on 08-04-2016\).pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Appendix%20B%20Subcontracting%20Plan%20(approved%20on%2008-04-2016).pdf))
- [DIR-SDD-1951 Appendix C Pricing Index \(per Amendment 6\) PDF \(155.73KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Appendix%20C%20Pricing%20Index%20(per%20Amendment%206).pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Appendix C Pricing Index \(per Amendment 6\).pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Appendix%20C%20Pricing%20Index%20(per%20Amendment%206).pdf))
- [DIR-SDD-1951 Appendix D Dell Service Agreement PDF \(243.81KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Appendix%20D%20Dell%20Service%20Agreement.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Appendix D Dell Service Agreement.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Appendix%20D%20Dell%20Service%20Agreement.pdf))
- [DIR-SDD-1951 Exhibit 1 to Appendix D Service Agreement PDF \(178.44KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Exhibit%201%20to%20Appendix%20D%20Service%20Agreement.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Exhibit 1 to Appendix D Service Agreement.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Exhibit%201%20to%20Appendix%20D%20Service%20Agreement.pdf))
- [DIR-SDD-1951 Appendix E Master Operating Lease Agreement PDF \(496.48KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Appendix%20E%20Master%20Operating%20Lease%20Agreement.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Appendix E Master Operating Lease Agreement.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Appendix%20E%20Master%20Operating%20Lease%20Agreement.pdf))
- [DIR-SDD-1951 Appendix F Master Lease Agreement PDF \(302.33KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Appendix%20F%20Master%20Lease%20Agreement.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Appendix F Master Lease Agreement.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Appendix%20F%20Master%20Lease%20Agreement.pdf))
- [DIR-SDD-1951 Appendix G SecureWorks Schedule PDF \(211.75KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Appendix%20G%20SecureWorks%20Schedule.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Appendix G SecureWorks Schedule.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Appendix%20G%20SecureWorks%20Schedule.pdf))
- [DIR-SDD-1951 Texas Dell Contacts 2014 PDF \(326.36KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Texas%20Dell%20Contacts%202014.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Texas Dell Contacts 2014.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Texas%20Dell%20Contacts%202014.pdf))
- [DIR-SDD-1951 RFO DIR-SDD-TMP-190 ZIP ZIP \(2.46MB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20RFO%20DIR-SDD-TMP-190%20ZIP.zip)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 RFO DIR-SDD-TMP-190 ZIP.zip](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20RFO%20DIR-SDD-TMP-190%20ZIP.zip))
- [DIR-SDD-1951 Amendment 1 PDF \(133.3KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Amendment%201.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Amendment 1.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Amendment%201.pdf))
- [DIR-SDD-1951 Amendment 2 PDF \(45.24KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Amendment%202.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Amendment 2.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Amendment%202.pdf))
- [DIR-SDD-1951 Amendment 3 PDF \(222.67KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Amendment%203.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Amendment 3.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Amendment%203.pdf))
- [DIR-SDD-1951 Amendment 4 PDF \(248.92KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Amendment%204.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Amendment 4.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Amendment%204.pdf))

- [DIR-SDD-1951 Amendment 5 PDF \(266.84KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Amendment%205.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Amendment 5.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Amendment%205.pdf))
- [DIR-SDD-1951 Amendment 6 PDF \(140.05KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Amendment%206.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Amendment 6.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951%20Amendment%206.pdf))
- [DIR-TSO-1951 Amendment 7 PDF \(174.58KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-1951%20Amendment%207.pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-1951 Amendment 7.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-1951%20Amendment%207.pdf))

### Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Please note that some of the documents on this page are in the PDF format. Please download the Adobe Reader (<http://get.adobe.com/reader/>) in order to view these documents.

### Reseller Vendor Contacts

Vendor Name	Contact Name	Phone/Fax
Avalon Technologies	Non HUB	<a href="mailto:brian_flynn@avalontech.net">Brian Flynn (mailto:brian_flynn@avalontech.net)</a> Phone: (248) 835-4242 Fax:
CDW Logistics	Non HUB	<a href="mailto:pam@cdwg.com">Pam Janutolo (mailto:pam@cdwg.com)</a> Phone: (203) 851-7177 Fax:
Centre Technologies	Woman Owned	<a href="mailto:cpace@centretechnologies.com">Chris Pace (mailto:cpace@centretechnologies.com)</a> Phone: (281) 506-2480 Fax: (888) 649-1754
	Woman Owned	<a href="mailto:kristen.cox@checkpnt.com">Kristen Cox (mailto:kristen.cox@checkpnt.com)</a>

Vendor Name	Contact Name	Phone/Fax	
Checkpoint Services, Inc.			Phone: (915) 581- 1185 Fax: (915) 585- 7751
Commonwealth Computer Company	Black/Male	<u>Karla D. Broadus</u> <u>(mailto:kbroadus@commonwealthcomputer.com)</u>	Phone: (210) 698- 3825 Fax: (210) 698- 3231
Decision Tree, Inc.	Woman Owned	<u>Brent Lawson (mailto:blawson@dtreetech.com)</u>	Phone: (915) 584- 3419 Fax: (915) 833- 1614
EST Group, L.L.C.	Woman Owned	<u>Tim Spires (mailto:tspires@est-grp.com)</u>	Phone: 817- 366- 1830 Fax: (817) 210- 4211
GCS Technologies, Inc.	Non HUB	<u>Marty Satterfield (mailto:marty@gcsaustin.com)</u>	Phone: (512) 681- 6489 Fax:
GovConnection, Inc	Non HUB	<u>Michelle Lawrence</u> <u>(mailto:sledcontracts@govconnection.com)</u>	Phone: (800) 800- 0019 Fax: (603) 683- 1003

Vendor Name	Contact Name	Phone/Fax	
GTS Technology Solutions, Inc.	Woman Owned	<a href="mailto:ryan.grant@gts-ts.com">Ryan Grant (mailto:ryan.grant@gts-ts.com)</a>	Phone: (512) 681- 6244 Fax: (512) 452- 0691
HiEd Inc.	Woman Owned	<a href="mailto:leslie@hied.com">Leslie Harris (mailto:leslie@hied.com)</a>	Phone: (800) 876- 3467 Fax:
Insight Public Sector, Inc.	Non HUB	<a href="mailto:sledcontracts@insight.com">Michelle Abbamonte (mailto:sledcontracts@insight.com)</a>	Phone: (800) 467- 4448 Fax:
Logical Front, LLC	Non HUB	<a href="mailto:purchasing@logicalfront.com">Steve Wheeler (mailto:purchasing@logicalfront.com)</a>	Phone: (832) 764- 3444 Fax: (936) 494- 1986
Netsync Network Solutions, Inc.	Hispanic/Female	<a href="mailto:knordquist@netsyncnetwork.com">Kurt Nordquist (mailto:knordquist@netsyncnetwork.com)</a>	Phone: (713) 218- 5059 Fax: (713) 664- 9964
Premier Logitech, LLC	Black/Male	<a href="mailto:rmcelrath@premierlogitech.com">Rick McElrath (mailto:rmcelrath@premierlogitech.com)</a>	Phone: (972) 606- 1234 Fax: (972) 606- 1677
Prime Systems/Directron	Woman Owned	<a href="mailto:michael@directon.us">Michael Chang (mailto:michael@directon.us)</a>	Phone: 713-

Vendor Name	Contact Name	Phone/Fax	
			933-0934 Fax: (713) 933-1030
SHI Government Solutions, Inc.	Asian/Female	<u><a href="mailto:tx.team@gs.shi.com">TX Team (mailto:tx.team@gs.shi.com)</a></u>	Phone: Fax: (512) 732-0232
Sigma Technology Solutions Inc	Non HUB	<u><a href="mailto:michael.renner@sigmasolinc.com">Michael Renner (mailto:michael.renner@sigmasolinc.com)</a></u>	Phone: (512) 415-8671 Fax: (210) 348-9124
Sirius Computer Solutions, Inc	Non HUB	<u><a href="mailto:phyllis.byrd@siriuscom.com">Phyllis Byrd (PI) (mailto:phyllis.byrd@siriuscom.com)</a></u>	Phone: 210-369-0617 Fax: (866) 313-0960
Spectrum Imaging Technologies, Inc.	Hispanic/Male	<u><a href="mailto:kelliott@spectrumtexas.net">Kyle Elliott (mailto:kelliott@spectrumtexas.net)</a></u>	Phone: (915) 781-2000 Fax: (915) 781-2100
Sterling Computers Corporation	Non HUB	<u><a href="mailto:justin.tuttle@sterlingcomputers.com">Justin Tuttle (mailto:justin.tuttle@sterlingcomputers.com)</a></u>	Phone: (605) 242-4030 Fax: (605) 242-4001
	Black/Male		

Vendor Name	Contact Name	Phone/Fax
Summus Industries, Inc		<b>Rodney Craig</b> <a href="mailto:bids@summusindustries.com">mailto:bids@summusindustries.com</a> Phone: (281) 640-1765 Fax: (281) 640-1766
Technology Assets, LLC	American Indian/Female	<b>Cheryl Smith</b> <a href="mailto:csmith@globalassetonline.com">mailto:csmith@globalassetonline.com</a> Phone: (972) 695-8600 Fax: (214) 975-1232
Virtual Communications	Non HUB	<b>Josh McConnell</b> <a href="mailto:jmccconnell@vcommspec.com">mailto:jmccconnell@vcommspec.com</a> Phone: (903) 675-8604 Fax: (903) 675-7242
Waypoint Business Solutions	Non HUB	<b>Paul Neyman</b> <a href="mailto:pneyman@waypointsolutions.com">mailto:pneyman@waypointsolutions.com</a> Phone: (281) 797-2464 Fax: (281) 598-8230
Weaver Technologies, LLC	Non HUB	<b>Donald M. Weaver</b> <a href="mailto:dmweaver@weavertech.us">mailto:dmweaver@weavertech.us</a> Phone: (830) 703-0260 Fax: (512) 519-8048
xNet Systems, Inc.	Woman Owned	<b>Rosalinda Garcia</b> <a href="mailto:rgarcia@xnetsystems.com">mailto:rgarcia@xnetsystems.com</a> Phone: (281) 645-6701 Fax:

Vendor Name	Contact Name	Phone/Fax
		(281) 646- 6702

**How To Order**

- For product and pricing information, visit the [Dell Marketing LP website](http://www.dell.com/content/topics/topic.aspx/global/premier/login/signin?at=ga,ce,auto&ct=12%2f9%2f2009+2%3a12%3a44+PM&fs=0&id=100&ru=http%3a%2f%2fpremier.dell.com%2fportal%2fhome.aspx&tw=7200) (<http://www.dell.com/content/topics/topic.aspx/global/premier/login/signin?at=ga,ce,auto&ct=12%2f9%2f2009+2%3a12%3a44+PM&fs=0&id=100&ru=http%3a%2f%2fpremier.dell.com%2fportal%2fhome.aspx&tw=7200>) or contact [Addam Chandler](mailto:Addam.Chandler@Dell.com) (<mailto:Addam.Chandler@Dell.com>?subject=DIR-SDD-1951) at (512) 513-9361. Authorized DIR **Resellers are available through this Contract**. You can obtain product and pricing information from the Reseller Vendor Contacts [Show more](#)

**Available Brands (1369 total)**

- 1E Limited
- 20TH CENTURY FOX (CANADA)
- 2FA, Inc.
- 360 Degree Web
- 3Dconnexion
- 3Dilov

**Available Products & Services (17 total)**

- Computer Peripherals
- Computers
- Computers - Desktop
- Computers - Laptops
- Computers - Portable
- Computers - Servers [Show more](#)

**Commodity Codes (93 total)**

- 204-10 - Cabinets and Cases: Desktop Cases, Tower Cases, Drive Cabinets, etc.
- 204-13 - Cables: Printer, Disk, Network, etc.
- 204-16 - Chips: Accelerator, Graphics, Math Co-Processor, Memory (RAM and ROM), Network, SIMMS, etc.
- 204-19 - Communication Boards: Fax, Modem (Internal), etc.
- 204-20 - Communication Control Units: Concentrators, Multiplexors, Couplers, etc.

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300 W. 15th Street, Suite 1300  
Austin, TX 78701 | 512.475.4700

1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARASOFT.COM | SALES@CARASOFT.COM

**TO:** Paul Preston  
 City of Leander  
 200 W. Willis St  
 CITY HALL  
 Leander, TX 78641

**FROM:** Tyler Person  
 Carahsoft Technology Corp.  
 1860 Michael Faraday Drive  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** ppreston@leandertx.gov

**EMAIL:** Tyler.Person@carahsoft.com

**PHONE:** (512) 528-2717    **FAX:**

**PHONE:** (703) 889-9830    **FAX:** (703) 871-8505

**TERMS:** DIR Contract No. DIR-SDD-2035  
 Expiration: May 3, 2017  
 FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Credit Cards: VISA/MasterCard/AMEX  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Texas VID#: 1522189693700  
 Sales Tax May Apply

**QUOTE NO:** 8620767  
**QUOTE DATE:** 08/30/2016  
**QUOTE EXPIRES:** 09/29/2016  
**RFQ NO:**  
**SHIPPING:** FREIGHT  
**TOTAL PRICE:** \$44,250.00

**TOTAL QUOTE:** \$44,250.00

LINE NO.	PART NO.	DESCRIPTION	TX DIR	QUOTE PRICE	QTY	EXTENDED PRICE
1	CS235-2P-24T-1200F	CS235, 2x1 GigE,Dual 10GbE Optical (Qty. 1 pair), 12 x 2TB HDD, 4 x 160GB SSDs	\$69,837.50	\$32,300.00	1	\$32,300.00
2	SLA-4HR	4Hr Parts Del, SW Sup & InfoSight - NextGen Arrays 5YR	\$12,447.10	\$11,950.00	1	\$11,950.00
<b>SUBTOTAL:</b>						\$44,250.00
<b>TOTAL PRICE:</b>						\$44,250.00
<b>TOTAL QUOTE:</b>						\$44,250.00

Mark Bell is associated with this Opportunity  
 \$150 Shipping cost has been included in Line Item 1



## Carahsoft Technology Corporation

**Vendor ID**  
1522189693700

**URL**

**Vendor Website**

<http://www.carahsoft.com/buy/slg-contracts/txdir/SDD-2035>

**HUB Type**

Non HUB

**DIR Contract Number**

DIR-SDD-2035

**Contract Term End Date**

5/3/2017

**Contract Exp Date**

5/3/2017

**Contact Carahsoft Technology Corporation    Contact DIR**

**Contact**

**Jack Dixon**

<mailto:jack.dixon@carahsoft.com>

**Phone**

(703) 230-7545

**Fax**

(703) 871-8505

**Contact**

**Carolyn Knowles**

<mailto:carolyn.knowles@dir.texas.gov>

**Phone**

(512) 463-2615

**Fax**

(512) 475-4759

### Contract Overview

Carahsoft offers emergency preparedness hardware, software, and related services through this contract, including: Appsense, Fireye, LG, Red Hat, Symantec, Vmware, and many other brands and products. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract does have a number of resellers, many of which are HUB vendors.

### Contract Documents

- [DIR-SDD-2035 Contract PDF \(190.53KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035_Contract.pdf)  
[http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035\\_Contract.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035_Contract.pdf)
- [DIR-SDD-2035 Appendix A Standard Terms and Conditions \(per Amendment 5\) PDF \(589.21KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035_Appendix_A_Standard_Terms_and_Conditions_(per_Amendment_5).pdf)  
[http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035\\_Appendix A Standard Terms and Conditions \(per Amendment 5\).pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035_Appendix_A_Standard_Terms_and_Conditions_(per_Amendment_5).pdf)

- [DIR-SDD-2035 Appendix B HUB Subcontracting Plan \(Approved 07-21-16\) PDF \(1.02MB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035%20Appendix%20B%20HUB%20Subcontracting%20Plan%20(Appeoved%2007-21-16).pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035 Appendix B HUB Subcontracting Plan \(Approved 07-21-16\).pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035 Appendix B HUB Subcontracting Plan (Approved 07-21-16).pdf))
- [DIR-SDD-2035 Appendix C Pricing Index \(Per Amendment 5\) PDF \(10.53KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035 Appendix C Pricing Index (Per Amendment 5).pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035 Appendix C Pricing Index \(Per Amendment 5\).pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035 Appendix C Pricing Index (Per Amendment 5).pdf))
- [DIR-SDD-2035 RFO DIR-SDD-TMP-185 ZIP \(2.17MB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035 RFO DIR-SDD-TMP-185 ZIP.zip)  
(<http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035 RFO DIR-SDD-TMP-185 ZIP.zip>)
- [DIR-SDD-2035 Amendment 1 PDF \(225.38KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035 Amendment 1.pdf)  
(<http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035 Amendment 1.pdf>)
- [DIR-SDD-2035 Amendment 2 PDF \(137.61KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035 Amendment 2.pdf)  
(<http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035 Amendment 2.pdf>)
- [DIR-SDD-2035 Amendment 3 PDF \(85.78KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035 Amendment 3.pdf)  
(<http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035 Amendment 3.pdf>)
- [DIR-SDD-2035 Amendment Number 4 PDF \(75.09KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035 Amendment Number 4.pdf)  
(<http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035 Amendment Number 4.pdf>)
- [DIR-SDD-2035 Amendment 5 PDF \(73.72KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035 Amendment 5.pdf)  
(<http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2035 Amendment 5.pdf>)

## Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Please note that some of the documents on this page are in the PDF format. Please [download the Adobe Reader \(http://get.adobe.com/reader/\)](http://get.adobe.com/reader/) in order to view these documents.

## Reseller Vendor Contacts

Vendor Name	Contact Name	Phone/Fax
Accudata Systems, Inc.	Non HUB	<a href="mailto:nsavant@accudatasystems.com">Nafeesa Savant (mailto:nsavant@accudatasystems.com)</a> Phone: (281) 897-6397

Vendor Name	Contact Name	Phone/Fax	
			Fax: (281) 897-5001
Agilet Solutions, Ltd.	Woman Owned	<u>Shirin Pourfathi</u> (mailto:shirin@agiletsolutions.com)	Phone: (832) 448-3200 X16 Fax: (832) 448-3206
Avid Systems, LLC	Non HUB	<u>Caesar Otieno</u> (mailto:caesar.otieno@avidsys.com)	Phone: (830) 428-2282 Fax: (202) 478-2463
Cadre Computer Resources Inc.	Non HUB	<u>Dan Reilly</u> (mailto:dan.reilly@cadre.net)	Phone: (513) 762-6547 Fax: (513) 762-6667
CDW Government, LLC	Non HUB	<u>Chris Fuchs</u> (mailto:chris.fuchs@cdwg.com)	Phone: (866) 339-4117 Fax: (312) 705-8262
Centre Technologies	Woman Owned	<u>Ben Martin</u> (mailto:bmartin@centretechnologies.com)	Phone: (281) 506-2480 Fax: (888) 649-1754
Choice Solutions, LLC	Non HUB	<u>Lindsay Clayton</u> (mailto:lclayton@choicesolutions.com)	Phone: (800) 486-1541 x1101 Fax: (913) 338-4948
CIMA Solutions Group, LTD.	Hispanic/Male	<u>Juan Alday</u> (mailto:jalday@cimasg.com)	Phone: (972)

Vendor Name	Contact Name	Phone/Fax
		499-8260 Fax: (214) 513-3075
Cloud Sherpas	Non HUB	<u>Nicole Donaldson</u> (mailto:nicole.donaldson@cloudsherpas.com) Phone: (858) 357-5696 x104 Fax:
Creative Breakthroughs, Inc.	Non HUB	<u>Bjorn Olson</u> (mailto:bolson@cbihome.com) Phone: (248) 519-4000 x110 Fax: (248) 519-5555
Critical Start LLC	Woman Owned	<u>Tera Davis</u> (mailto:operations@criticalstart.com) Phone: (214) 810-6760 Fax: (214) 919-4050
Datavox, Inc	Non HUB	<u>Neil Ferguson</u> (mailto:neil@datavox.net) Phone: (713) 881-7107 Fax: (713) 881-7207
Dimension Data North America Inc.	Non HUB	<u>Wade Horvath</u> (mailto:wade.horvath@dimensiondata.com) Phone: (847) 278-6473 Fax:
DISYS Solutions, Inc.	Non HUB	<u>Jatinder Vohra</u> (mailto:txsales@disyssolutions.com) Phone: (888) 286-3896 Fax: (703) 802-0798
Emergent, LLC	Non HUB	<u>AJ Kramer</u> (mailto:akramer@emergent360.com) Phone: (757) 233-8089 Fax:

Vendor Name	Contact Name	Phone/Fax
		(703) 288-4287
En Pointe Technologies Sales Inc.	Non HUB	<u>Madiha Shafique</u> (mailto:bidteam@enpointe.com)  Phone: (310) 337-5200 x 2779 Fax: (310) 258-2383
Exebridge, Inc.	Hispanic/Female	<u>Mark Pruitt</u> (mailto:mark.pruitt@exebridge.com)  Phone: (713) 630-8545 Fax:
Freeit Data Solutions, Inc.	Woman Owned	<u>Leslie Spinks</u> (mailto:leslie@freeitdata.com)  Phone: (512) 818-9650 Fax: (866) 895-7363
Future Com LTD	Non HUB	<u>Michael Walling</u> (mailto:michael.walling@fcltd.net)  Phone: (817) 510-1164 Fax: (817) 510-1159
GovConnection, Inc	Non HUB	<u>Diana Paquette</u> (mailto:sledcontracts@govconnection.com)  Phone: (800) 800-0019 Fax: (603) 683-1003
Great South Texas Corporation dba Computer Solutions	Woman Owned	<u>Terri Gober</u> (mailto:tgober@comsoltx.com)  Phone: (210) 369-0312 Fax: (210) 369-0389
GTS Technology Solutions, Inc.	Woman Owned	<u>Ryan Grant</u> (mailto:ryan.grant@gts-ts.com)  Phone: (512) 681-6244 Fax: (512) 452-0691

<b>Vendor Name</b>	<b>Contact Name</b>	<b>Phone/Fax</b>
Insight Investments, LLC DBA Red Eight	Non HUB	<u>Michelle Rauso</u> (mailto:mrauso@insightinvestments.com)  Phone: (714) 939-2314 Fax: (714) 939-2397
Insight Public Sector, Inc.	Non HUB	<u>Pam Potter (mailto:pam.potter@insight.com)</u>  Phone: (800) 321-2437 Fax:
KIS Computer Center	Non HUB	<u>Sue Canevaro (mailto:sue@kiscc.com)</u>  Phone: (510) 933-1900 Fax: (510) 933-1915
LeTigre Solutions Inc	Hispanic/Male	<u>Mark Pruitt (mailto:mark.pruitt@lsi-corp.com)</u>  Phone: (713) 630-8545 Fax: (281) 656-6644
Luminate Technologies, LP	Non HUB	<u>Dean Nelson</u> (mailto:dnelson@troubadourltd.com)  Phone: (281) 945-5804 Fax: (281) 945-5819
M&S Technologies Inc.	Non HUB	<u>Sean Stenovitch</u> (mailto:sean@mandstech.com)  Phone: (214) 420-5801 Fax: (214) 420-5888
Milestone Systems, Inc.	Non HUB	<u>Paul Eck</u> (mailto:paul.eck@milestonesystems.com)  Phone: (612) 619-4744 Fax:
MobileMind	Non HUB	<u>Chris Sibold (mailto:chris@mobilemind.co)</u>  Phone: (404) 594-6449 Fax:

<b>Vendor Name</b>	<b>Contact Name</b>	<b>Phone/Fax</b>
Mobius Partners, LLC	Hispanic/Male	<u><a href="mailto:brandonb@mobiuspartners.com">Brandon Bernhard</a></u> (mailto:brandonb@mobiuspartners.com) Phone: 210/979-0380 Fax: (210) 979-0381
Netsync Network Solutions, Inc.	Hispanic/Female	<u><a href="mailto:knordquist@netsyncnetwork.com">Kurt Nordquist</a></u> (mailto:knordquist@netsyncnetwork.com) Phone: (713) 218-5059 Fax: (713) 664-9964
Optiv Security, Inc.	Non HUB	<u><a href="mailto:jkeyser@accuvant.com">Jeep Keyser</a></u> (mailto:jkeyser@accuvant.com) Phone: (480) 201-5656 Fax: (303) 298-0868
PC Specialists, Inc. dba Technology Integration Group (TIG)	Non HUB	<u><a href="mailto:mario.gonzalez@tig.com">Mario Luis Gonzalez</a></u> (mailto:mario.gonzalez@tig.com) Phone: (210) 365-1530 Fax: (858) 790-0031
PCPC Direct, Ltd	Woman Owned	<u><a href="mailto:julieb@pcpcdirect.com">Julie Baratizadeh</a></u> (mailto:julieb@pcpcdirect.com) Phone: (713) 344-0910 Fax: (713) 984-8854
Petrosys Solutions, Inc.	Hispanic/Female	<u><a href="mailto:ireneg@petrosys.com">Irene Griffith</a></u> (mailto:ireneg@petrosys.com) Phone: 713-355-2202 Fax: (713) 355-3997
Porter Burgess Company dba Flair Data Systems	Non HUB	<u><a href="mailto:kfairchild@flairdata.com">Karen Fairchild</a></u> (mailto:kfairchild@flairdata.com) Phone: (214) 445-3508 Fax: (214) 373-4188
	Non HUB	<u><a href="mailto:bblaha@presidio.com">Brent Blaha</a></u> (mailto:bblaha@presidio.com)

Vendor Name	Contact Name	Phone/Fax
Presidio Networked Solutions Group, LLC		Phone: (512) 795-7106 Fax: (713) 796-3934
Pure Business Solutions	Woman Owned	<a href="mailto:ahite@purebizsolns.com">Andrea Hite (mailto:ahite@purebizsolns.com)</a> Phone: (713) 750-9500 Fax:
Reliable IT dba The Broadleaf Group, LLC.	Non HUB	<a href="mailto:jknight@broadleafgroup.com">Jason Knight (mailto:jknight@broadleafgroup.com)</a> Phone: (832) 295-7202 Fax: (832) 295-4830
RFD & Associates, Inc.	Woman Owned	<a href="mailto:aohm@rfdinc.com">Amy Ohm (mailto:aohm@rfdinc.com)</a> Phone: (512) 628-2634 Fax: (512) 347-9412
Sequel Data Systems, Inc.	Non HUB	<a href="mailto:chris.case@sequeldata.com">Chris Case (mailto:chris.case@sequeldata.com)</a> Phone: (512) 918-8843 Fax: (512) 918-8843
Set Solutions, Inc.	Non HUB	<a href="mailto:dhadwiger@setsolutions.com">Dan Hadwiger (mailto:dhadwiger@setsolutions.com)</a> Phone: (512) 965-9052 Fax: (713) 956-9678
SHI Government Solutions, Inc.	Asian/Female	<a href="mailto:texas@shi.com">Texas Team SHI (mailto:texas@shi.com)</a> Phone: (800) 870-6079 Fax: (512) 732-0232
Sigma Technology Solutions Inc	Non HUB	<a href="mailto:jchappell@sigmasolinc.com">Jon Chappell (mailto:jchappell@sigmasolinc.com)</a> Phone: (210) 572-1279

Vendor Name	Contact Name	Phone/Fax
		Fax: (210) 348-9124
Sirius Computer Solutions, Inc	Non HUB	<u>Phyllis Byrd (PJ)</u> <u>(mailto:phyllis.byrd@siriuscom.com)</u>  Phone: 210-369-0617 Fax: (866) 313-0960
Softchoice Corporation	Non HUB	<u>Dave Bissinger</u> <u>(mailto:dave.bissinger@softchoice.com)</u>  Phone: (888) 332-3303 Fax: (512) 916-9376
Solid Border, Inc.	Woman Owned	<u>Derek del Barrio</u> <u>(mailto:derek@solidborder.com)</u>  Phone: 512-750-9047 Fax: (800) 887-9974
Solid IT Networks, Inc.	Non HUB	<u>Chris Feddern (mailto:cfeddern@solidit.com)</u>  Phone: 603-522-5199 Fax: (940) 464-0181
Solutions Simplified	Non HUB	<u>Tatia Wagner</u> <u>(mailto:tatia.wagner@solutionssimplified.net)</u>  Phone: (916) 715-0337 Fax:
Taborda Solutions	Non HUB	<u>Bear Williams</u> <u>(mailto:bear.williams@tabordasolutions.com)</u>  Phone: (916) 717-8711 Fax:
Teqsys, Inc.	Woman Owned	<u>Keri Ramirez</u> <u>(mailto:keri.ramirez@teqsys.com)</u>  Phone: (512) 940-3199 Fax: (512) 445-7440
	Non HUB	

Vendor Name	Contact Name	Phone/Fax
Unique Digital, Inc.		<u>Jenny Knesek</u> (mailto:jknesek@uniquedigital.com) Phone: 713-777-0447 Fax: (713) 777-0749
vCloud Tech	Non HUB	<u>Nadia Khan</u> (mailto:nadiakhan@vcloudtech.com) Phone: (424) 703-4135 Fax:
World Wide Technology, Inc.	Non HUB	<u>Kurt Weikert</u> (mailto:kurt.weikert@wwt.com) Phone: (609) 273-1772 Fax: (314) 919-1470
Zones, Inc.	Non HUB	<u>George Vopinek</u> (mailto:govedcontracts@zones.com) Phone: (253) 205-3740 Fax: (253) 205-3539

### How To Order

1. For product and pricing information, visit the [Carahsoft Technology Corporation](http://www.carahsoft.com/buy/slg-contracts/txdir/SDD-2035) (<http://www.carahsoft.com/buy/slg-contracts/txdir/SDD-2035>) website or contact [Jack Dixon](mailto:jack.dixon@carahsoft.com) (mailto:jack.dixon@carahsoft.com) at (703) 230-7545
2. Generate a purchase order made payable to Carahsoft Technology Corporation and you must reference the DIR Contract Number **DIR-SDD-2035** on your purchase order.
3. E-mail or fax your purchase order and quote form to your designated vendor sales representative.

Show less

### Available Brands (37 total)

10gen  
Acquia  
Actiance  
Alfresco  
APPLICATION SECURITY INC  
Appsense

Avepoint  
Box.com  
Collabnet  
F5 Networks  
FireEye  
Good Software  
HP  
Hytrust  
Identity Automation  
Imation  
Intermap  
Jboss  
LG  
MarkLogic  
Motion DSP  
mPower  
nimble storage  
Nutanix  
Pentaho  
PROGRESS SOFTWARE  
Red Hat  
RHEL  
SafeNet  
ServiceNow  
Services  
Splunk Software  
Symantec  
Terrago  
Veritas  
VMware  
Whip Tail

Show less

**Available Products & Services (2 total)**

Emergency Preparedness Hardware and Related Services  
Emergency Preparedness Software and Related Services

Show more

**Commodity Codes (6 total)**

204-54 - Microcomputers, Handheld, Laptop, and Notebook  
208-27 - Communications: Networking, Linking, etc. (Includes Clustering Software)  
208-45 - Expert System Software  
208-55 - Inventory Management  
208-57 - Law Enforcement Software



**Executive Summary**

**October 20, 2016**

**Subject:** Consider approval to purchase Dell Employee Workstations from Texas Department of Information Resources (DIR) Co-Op Contract in the amount of \$81,600.00.

**Background:** Funds are budgeted to equip new city staff with computer workstations and for the replacement of computer hardware, software and peripherals that has reached the end of its useful life. To support a unified network and efficiency within the City's Information Technology Department, Dell equipment purchased through the DIR contract purchasing is recommended.

Scheduled Equipment	Contract Number	Price	Vendor Name
Dell Workstations	DIR-SDD-1951	\$81,600	Dell

Local Government Code Sec. 271.012: Cooperative Purchasing Program Participation, provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. DIR solicitations are posted year-round to continually seek the best pricing. The City does not pay a fee to utilize the co-op contract pricing.

**Financial Consideration:** Funds are budgeted in the FY 16/17 budget for \$81,600 in account 01-10-5215.

**Recommendation:** Staff respectfully recommends Council approve the purchase of the budgeted network equipment through the DIR Co-Op contracts noted.

**Attachments:** DIR Contract documents, FY 16/17 Workstation Deployment Schedule.

**Prepared by:** Paul Preston, Information Technology Manager  
Joy Simonton, General Services Manager

Department/User	Item	Date Purchased
<b>Administration</b>		
HR	Notebook	2010
Administration	Notebook	2012
Council	Notebook	2012
<b>Building Inspection</b>		
Carla Woods	Workstation	2012
Stefanie Brown	Workstation	2012
<b>Court</b>		
Barbara Shannon	Workstation	2012
Esmer Esperanda	Workstation	2012
Mary Lou Quesada	Workstation	2012
<b>Finance</b>		
DeAnn Wells	Workstation	2012
Joy Simonton	Workstation	2012
Robert Powers	Workstation	2012
<b>Fire</b>		
Bill Gardner	Workstation	2012
Jamie Dickey	Workstation	2012
Training Room Computer	Workstation	2010
Robb Curr	Workstation	2012
Josh Davis	Workstation	2012
<b>FD - EOC</b>		
EOC	Workstation	2012
EOC	Workstation	2012
EOC	Workstation	2010
EOC	Workstation	2012
<b>Golf Course</b>		
SPRINKLER SYSTEM	Workstation	2006
<b>Library</b>		
Staff	Workstation	2012
Priscilla Donovan	Workstation	2012
Staff	Workstation	2012
Staff	Workstation	2013
<b>Library Patron Network</b>		
Patron	Workstation	2012
Patron	Workstation	2008
Patron	Workstation	N/A
<b>Park and Recreation</b>		
Megan Pumphrey	Workstation	2012
<b>Police Administration</b>		
AC HAYES	Workstation	2012
<b>Police Support Services</b>		
WILCOX LAPTOP	Notebook	2012
<b>Police Communications &amp; Records</b>		
Communcation Supervisor Laptop	Notebook	2012
<b>Police Criminal Investigation</b>		
CID Detective	Workstation	2012
<b>Police Patrol</b>		
SGT LAUDEN	Workstation	2012
SGT VILLAREAL	Workstation	2012
REPORT 2	Workstation	2012
REPORT 1	Workstation	2012
REPORT 5	Workstation	2012
<b>Public Works</b>		
Staff	Workstation	2010
SCADA 2	Notebook	2012
<b>Utility Billing</b>		
Meter Reader	Workstation	2012



**Executive Summary**

**October 20, 2016**

**Subject:** Consider Resolution requesting the CTRMA partner with Williamson County and Williamson County Cities by way of engagement financially and staffing

**Background:** This Resolution was presented to Kent Cagle from Commissioner Cynthia Long. An explanation will be available at your agenda meetings prior to the meeting on Thursday.

**Financial Consideration:** None

**Recommendation:** None

**Attachments:** None

**Prepared by:** Debbie Haile, TRMC, City Secretary

## **RESOLUTION**

**WHEREAS**, the Central Texas Regional Mobility Authority (“CTRMA”) was created to improve the transportation system in Williamson and Travis counties with a mission to implement transportation options that reduce congestion and create transportation choices that enhance quality of life and economic vitality; and

**WHEREAS**, Williamson County and cities within the county have identified three projects in long-term transportation planning that will have a significant impact for their residents, including the full development of frontage roads in the southern portion of 183A, and the expansion of 183A north of Seward Junction past County Road 258; and

**WHEREAS**, these projects are needed now to provide transportation solutions for our rapidly growing population and it is essential to build these projects before it is too late, while right-of-way is still affordable and before corridors are developed, which could cause disruptions for businesses, homes or schools if delays occur; and

**WHEREAS**, the need for these roadways is demonstrated by the 183A average weekday transactions, which have increased from approximately 60,000 in July of 2007 to almost 160,000 weekly transactions in July 2016, and

**WHEREAS**, congestion is bad for the environment, for the economy, for public safety, and for quality of life; these projects will give drivers the option to spend less time on the road, help improve air quality and reduce the threat to public safety caused by crowded highways; and

**WHEREAS**, a reliable transportation infrastructure is vital to connect goods and people, with connectivity for motorists being the cornerstone of prosperity, creating expanded economic development, and more financial opportunities for individuals and families.

**NOW THEREFORE BE IT RESOLVED** that the Mayor and City Council of the City of Leander requests the CTRMA partner with Williamson County and Williamson County cities by way of engagement financially and staffing these projects that will improve the quality of lives and safety for Williamson County residents and the region.

PASSED AND APPROVED THIS 20<sup>th</sup> DAY OF OCTOBER, 2016

Attest:

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

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



**Executive Summary**

**October 20, 2016**

**Council Agenda Subject:** Water Use and Supply Update

**Background:** The table below shows previous and current combined storage levels for Lakes Travis and Buchanan:

<b>Month/Year</b>	<b>Combined Storage (Ac-Ft)</b>	<b>% Full</b>
September 2015	1,468,333	73%
August 2016	1,964,085	97%
September 2016	1,973,077	98%

The attached graphs and table show historical and projected combined storage levels and recent City of Leander water use in September 2016 compared to September 2015.

**Origination:** Patrick A. Womack, P.E. Public Works Director

**Financial Consideration:** None

**Recommendation:** None

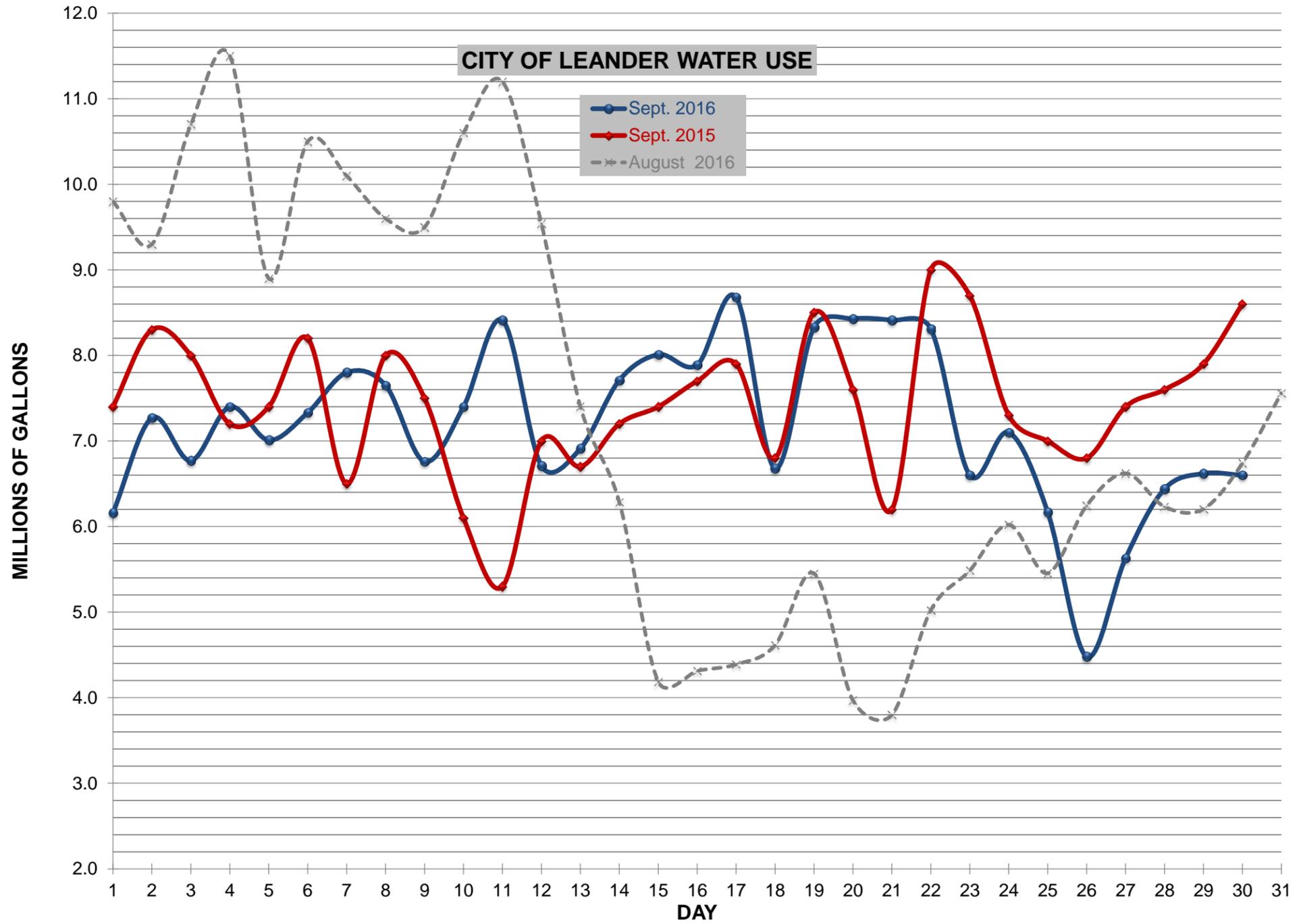
**Attachments:** LCRA Graph Total Combined Storage Projections  
City of Leander Water Use Table & Graph

**Prepared by:** Patrick A. Womack, P.E. Public Works Director

**City of Leander Water Use (MG)**

Day	August 2016	Sept. 2016	Sept. 2015
1	9.80	6.16	7.40
2	9.30	7.27	8.30
3	10.70	6.77	8.00
4	11.50	7.40	7.20
5	8.90	7.01	7.40
6	10.50	7.33	8.20
7	10.10	7.80	6.50
8	9.60	7.65	8.00
9	9.50	6.76	7.50
10	10.60	7.40	6.10
11	11.20	8.41	5.30
12	9.54	6.71	7.00
13	7.40	6.91	6.70
14	6.29	7.71	7.20
15	4.19	8.01	7.40
16	4.31	7.89	7.70
17	4.39	8.68	7.90
18	4.62	6.68	6.80
19	5.45	8.33	8.50
20	3.97	8.43	7.60
21	3.80	8.41	6.20
22	5.02	8.31	9.00
23	5.49	6.60	8.70
24	6.02	7.10	7.30
25	5.46	6.17	7.00
26	6.25	4.48	6.80
27	6.62	5.63	7.40
28	6.23	6.44	7.60
29	6.21	6.62	7.90
30	6.74	6.60	8.60
31	7.56		

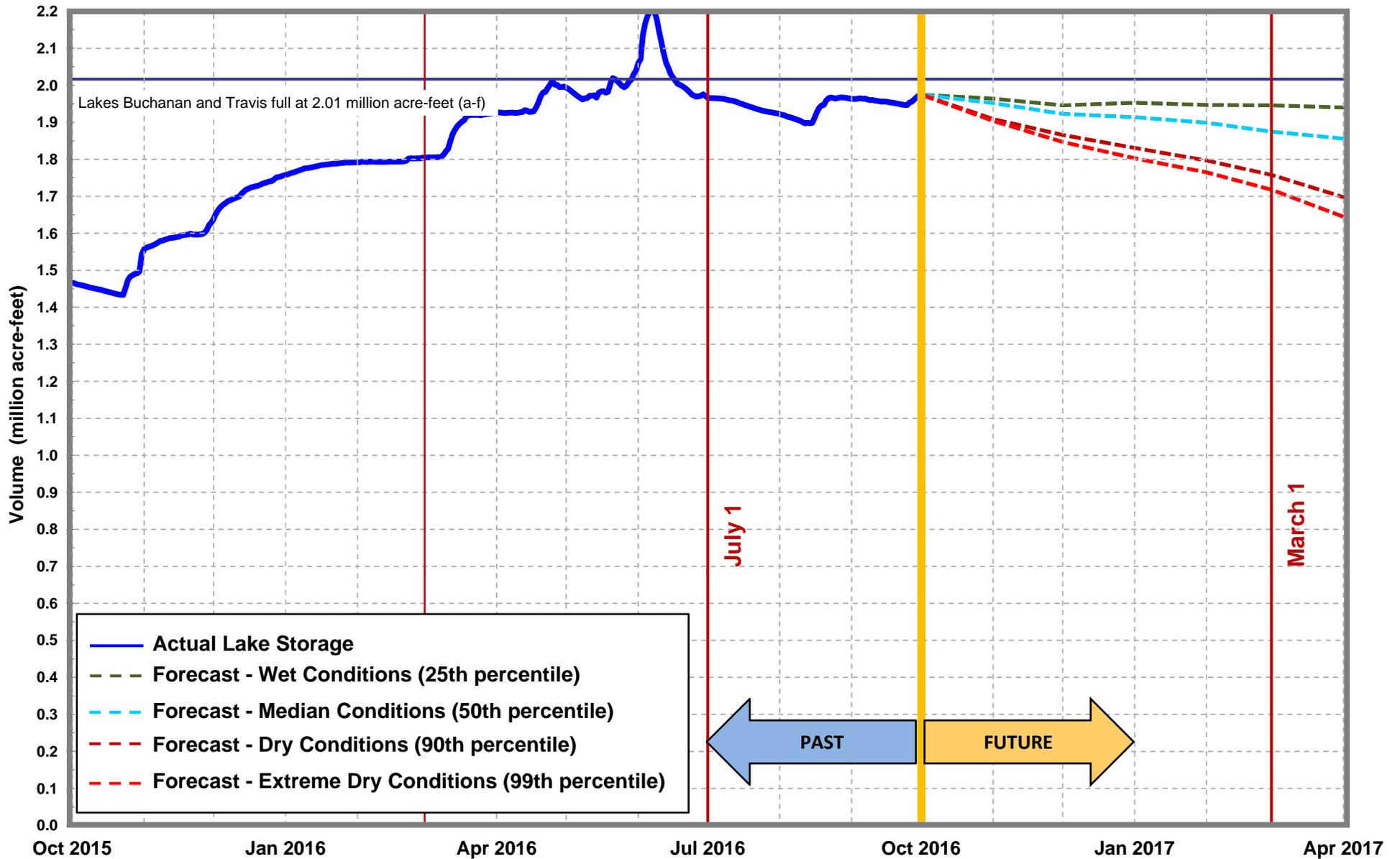
(MG)	August 2016	Sept. 2016	Sept. 2015
Total	227.25	215.67	223.20
Average	7.33	7.19	7.44
Peak Day	11.50	8.68	9.00
Min. Day	3.80	4.48	5.30
Total Connections:	14,311	14,403	12,931
SF Residential Connections:	13,530	13,614	12,219



Historical Water Use									
Year	2008	2009	2010	2011	2012	2013	2014	2015	2016
Month/Day	8/8	8/3	8/7	8/13	8/9	5/7	9/10	8/12	8/4
Peak Day (MG)	9.18	7.79	6.75	7.44	8.38	8.86	9.10	11.90	11.50
Avg Day (MG)	3.72	3.21	3.18	4.21	3.78	3.85	4.14	4.71	5.70
Annual (MG)	1,359	1,171	1,160	1,535	1,380	1,404	1,512	1,719	1,561

(As of 9/30/2016)

# Lakes Buchanan and Travis Total Combined Storage Projections



Note: One acre-foot equals 325,851 gallons.

Date: October 1, 2016



**Executive Summary**

**October 20, 2016**

**Subject:** Consider nominations and appointments to the following Boards or Commissions:

- a) Planning & Zoning Commission

**Background:** The Board Selection Committee has interviewed applicants wishing to serve on the Planning & Zoning Commission. The current P&Z Members who have terms expiring will be interviewed on Monday, October 17<sup>th</sup>. I will forward the recommendations of the Board Selection Committee to the City Council next week prior to the meeting on Thursday.

**Financial Consideration:** None

**Recommendation:** None

**Attachments:** None

**Prepared by:** Debbie Haile, TRMC, City Secretary