



**CITY OF CEDAR PARK
REGULAR SCHEDULED CITY COUNCIL MEETING
CEDAR PARK CITY HALL - COUNCIL CHAMBERS
450 CYPRESS CREEK ROAD, BUILDING FOUR
DECEMBER 15, 2022 AT 6:00 PM**

Link For Meeting: <https://councilmtg.cedarparktexas.gov/>

Event Password: CedarPark2022

United States Toll Free: 1-844-992-4726

Access Code: 2556 709 4087

Phone Password: 23327727

Jim Penniman-Morin, Mayor
Stephen Thomas, Council Place One
Mel Kirkland, Council Place Two
Anne Duffy, Council Place Three

Kevin Harris, Mayor Pro Tem
Eric Boyce, Council Place Four
Heather Jefts, Council Place Six
Brenda Eivens, City Manager

The public may comment and attend the meeting remotely. For the virtual meeting link and phone number, see near the top of the agenda. For more information on how to participate remotely please refer to the City's website at www.cedarparktexas.gov/councilagenda.

*All electronic and printed materials to be presented at the Council Meeting must be submitted for cybersecurity and legal obscenity screening in accordance with City Policy. **Electronic material must be submitted by 12:00 p.m., day of meeting, and printed material must be submitted prior to the Call To Order.** Any electronic or printed material not submitted in accordance with the Policy, that poses a cybersecurity risk, or is legally obscene, will not be allowed. You may email the entire Council on any issue at Council@cedarparktexas.gov.*

AGENDA

A.1 CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN.

I. EXECUTIVE SESSION **To Commence At 6:00 p.m.**

An unscheduled Closed Executive Session may be called to discuss any item on this posted agenda provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.

In accordance with Chapter 551, Government Code, the City Council will now convene in a Closed Executive Session pursuant to the following provisions of the Texas Open Meetings Act, Chapter 551, of the Texas Government Code:

- B.1 Section § 551.072 Deliberation Concerning The Purchase, Exchange, Lease Or Value Of Real Property.
 - a. The Bell Boulevard Redevelopment Project.
 - b. Acquisition Of Property For The Brushy Creek North Fork Trail Project.
- B.2 Section § 551.074 Deliberate The Appointment, Employment, Evaluation, And Duties Of A Public Officer Or Employee.
 - a. Brenda Eivens, City Manager.
 - b. J.P. LeCompte, City Attorney.

The Council Reconvenes into Open Meeting.

II. OPEN MEETING To Commence At 7:00 p.m.

- C.1 Invocation. (Harris)
- C.2 Pledges Of Allegiance (U.S. and Texas).
- C.3 Public Communications. (Regarding items not listed on this Agenda. Three Minutes each. No deliberations with the Council. The Council may respond only with factual statements, recitation of existing policy, and requests for an item to be placed on a future Agenda.)
- C.4 City Manager Report: Fiscal Year 2022 Fourth Quarter Financial And Investment Report - Kevin Klosterboer, Interim Finance Director.

Consent Agenda

Pursuant to Council Rule 2.3, the City Council Consent Agenda consists of Agenda Items D, E, and F.

- [D.1](#) Receipt of Minutes From The Parks, Arts, And Community Enrichment ("PACE") Board Meeting Of August 8, 2022.
- [E.1](#) Second Reading And Approval Of An Ordinance Amending Cedar Park Code Of Ordinances, Appendix A Fee Schedule, Article 5.000 Library Fees
- [E.2](#) Second Reading And Approval Of An Ordinance Approving A Final Project & Finance Plan For Tax Increment Reinvestment Zone #3 For A Super-Regional Destination Center That Includes A Convention Center And Hotel Project.

An unscheduled Closed Executive Session may be called to discuss any item on this posted agenda provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.

- [F.1](#) A Resolution Authorizing An Agreement With Axon Enterprise, Inc. For The Purchase Of Tasers And Associated Equipment In An Amount Not To Exceed \$202,866.02.
- [F.2](#) A Resolution Authorizing An Agreement With Flock Group, Inc. For The Software And Hardware Solution For Automatic License Plate Recognition And Vehicle Fingerprint Technology In The Total Amount Not To Exceed \$107,000.
- [F.3](#) A Resolution Adopting A Computer Use And Internet Safety Policy For The Cedar Park Public Library.
- [F.4](#) A Resolution Authorizing An Agreement With Dial Development Services, Ltd. For Third-Party Construction Inspection And Observation Services To Support Construction Of The Brushy Creek North Fork Trail Project In an Amount Not To Exceed \$78,000.
- [F.5](#) A Resolution Authorizing An Agreement With ECM International, Inc. For Third-Party Construction Inspection And Observation Services To Support Construction Of The New Cedar Park Library In an Amount Not To Exceed \$195,000.
- [F.6](#) A Resolution Authorizing A Professional Services Agreement With Terracon Consultants, Inc. For Construction Materials Testing For The New Cedar Park Library Project In An Amount Not To Exceed \$80,000.
- [F.7](#) A Resolution Authorizing An Interlocal Agreement With Williamson County Emergency Services District 12 For Fire Protection, Fire Suppression, EMS, First Responder And Rescue Services.
- [F.8](#) A Resolution Authorizing A Professional Services Agreement With WSB & Associates, Inc. For Engineering Project Management Staff Augmentation Services In An Amount Not To Exceed \$250,000.

Public Hearings

- [G.1](#) First Reading and Public Hearing Of An Ordinance Granting A Franchise Agreement To One Gas, Inc., Acting By And Through Its Texas Gas Service Company Division.

Regular Agenda (Non-Consent)

- [H.1](#) (2022-10-FLU) Consideration Of A Future Land Use Plan Amendment Petition Requesting An Amendment From Local Office/Retail/Commercial (LOC) To Regional Office/Retail/Commercial (REG) For Approximately 4.29 Acres Generally Located Within The 1200 Block Of Little Elm Trail.
- [H.2](#) Consideration Of A Resolution Authorizing An Agreement With Fazzone Construction Company, Inc. For Construction Of The Brushy Creek North Fork Trail Project In An Amount Not To Exceed \$2,973,819.

An unscheduled Closed Executive Session may be called to discuss any item on this posted agenda provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.

[H.3](#) Consideration Of A Resolution Authorizing An Agreement For The Collection, Hauling Recycling And Disposal Of Household Hazardous Waste Between The City Of Cedar Park And Doliver Enterprises, LLC., dba HHW Solutions.

[H.4](#) Consideration Of A Resolution Authorizing A Special Exception Pursuant To Cedar Park Code Of Ordinances Article 8.08 Noise Regulations For The Haute Spot Venue New Year's Eve Celebration.

H.5 Consider Action, If Any, On Items Discussed In Executive Session.

H.6 Mayor And Council Closing Comments.

H.7 Adjournment.

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time. All agenda items are subject to final action by the City Council. Separate agenda items may be combined and discussed together at the discretion of the Chair.

Any final action, decision, or vote on a matter deliberated in Closed Executive Session shall be made in an open meeting pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

Certain information may be presented to and by the City Council, under the headings of "Citizen Communications", and "Council Comments" however, by law, the Council shall not discuss, deliberate or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session Items on this agenda.

CERTIFICATION

I certify that the above notice of the Regular Scheduled City Council Meeting of the City of Cedar Park, Texas was posted on the bulletin board of the City of Cedar Park City Hall, 450 Cypress Creek Road, Building Four, Cedar Park, Texas. This notice was posted on:

Date Posted: _____
Date Stamped (Month, Day, Year, AM/PM, Time)

The Cedar Park City Hall Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretative services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (512) 401-5002 or FAX (512) 401-5003 for further information.

LeAnn M. Quinn, TRMC
City Secretary

Notice Removed: _____
Date Stamped (Month, Day, Year, AM/PM, Time)

An unscheduled Closed Executive Session may be called to discuss any item on this posted agenda provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.

CITY OF CEDAR PARK

2021-2023 Strategic Goals



Livability & Sense of Place

Preserve a community that encourages connectedness, has a unique sense of place and commits to a high quality of life for all.

- **Strong community connections:** Foster a sense of community and engage residents.
- **Bell District:** Advance the significant public-private partnership through the successful commencement of Phase 1 development.
- **Recreation Opportunities:** Strengthen our portfolio of recreation and learning programs, events and facilities.
- **Capital Projects:** Dedicate the resources to design and construct the capital projects necessary.
- **Redevelopment Initiatives:** Develop redevelopment strategies that align with the community's long-term vision and add value to the surrounding area.
- **Placemaking:** Focus on aesthetics and public art to create a positive aesthetic experience, instilling pride and creating a unique identity.
- **Comprehensive Plan:** Adhere to the City's Comprehensive Plan.



Economic Vitality

Cultivate a vibrant business community and increase business investments in the community with successful commercial centers, additional employers, active destinations and support of existing businesses.

- **Economic Development Strategic Initiatives:** Attract targeted businesses to diversify and grow the tax base and increase primary job opportunities.
- **Projects that Make Cedar Park a Destination:** Attract regional destination development and entertainment centers.
- **Business Community:** Actively support existing business community
- **Tourism:** Expand and support tourism program to increase visitors and local commerce.
- **Hotel/Conference Center:** Identify partners to advance Hotel/Conference Center project.



CEDAR PARK



Service & Fiscal Excellence

Deliver high-value public services in a fiscally prudent and sound manner to meet the needs and expectations of our community, enhance the quality of life and continue being one of the safest cities in Texas.

- **Government Operations:** Ensure operations, practices and procedures result in high quality and resident-focused services.
- **Public Safety:** Prioritize and enhance public safety services so that our community feels safe and secure.
- **Financial Strength:** Maintain and enhance strong financial management to capitalize on City's fiscal strength and provide value for tax dollars.
- **Workforce:** Invest in the recruitment and retention of a talented and professional workforce.
- **Technology:** Ensure technology systems and resources to support and enhance reliable 24/7 operations.



Mobility & Connectivity

Safely and efficiently move people throughout the City and improve connectivity by adding alternate routes of travel to businesses, neighborhoods, jobs, parks, entertainment and services.

- **Comprehensive Mobility Master Plan:** Develop a clear vision for a diverse transportation system and adopt a Master Plan for improving multimodal connectivity.
- **Roadways:** Construct additional roadways or expand existing roadways to increase capacity.
- **Bike, Pedestrian & Trail:** Expand the City's network of trails, sidewalks, and bicycle lanes to provide more opportunities for trips on foot or bike.
- **Traffic Operations:** Invest in the use of technology to increase the efficiency of the existing roadway system.



Infrastructure & Environment

Preserve and enhance the tools and resources necessary to support critical infrastructure and sustainability initiatives.

- **Infrastructure:** Prioritize investments that support the quality and reliability of critical infrastructure.
- **Sustaining Infrastructure and Assets:** Invest in the maintenance of infrastructure and assets.
- **Environmental Stewardship:** Demonstrate responsible stewardship of community and natural resources.

An unscheduled Closed Executive Session may be called to discuss any item on this posted agenda provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.

File Attachments for Item:

D.1 Receipt of Minutes From The Parks, Arts, And Community Enrichment ("PACE") Board Meeting Of August 8, 2022.



MINUTES REGULAR CALLED MEETING OF THE
PARKS, ARTS, AND COMMUNITY ENRICHMENT (PACE) ADVISORY BOARD

MONDAY, AUGUST 8, 2022 AT 6:30 PM

**CEDAR PARK CITY HALL – COUNCIL CHAMBERS
450 CYPRESS CREEK ROAD, BLDG. 4**

BOARD MEMBERS

- | | | |
|---|--|---|
| ☒ JENN BOWMAN,
Place 1, VICE-CHAIR | ☒ CHRISTINE BLAIR,
Place 4 | ☐ CHRISTINA LEGRAND,
Place 6 |
| ☐ VACANT,
Place 2 | ☒ MARY MCCARTHY,
Place 5, CHAIR | ☒ ELLE ALBERT
Place 7, SECRETARY |
| ☐ VACANT,
Place 3 | | |

A.1 CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN.

Chair Mary McCarthy called the meeting to order at 6:30 p.m. Four board members were present at the meeting. Christina Legrand was absent from the meeting.

A.2 PUBLIC COMMUNICATIONS.

None.

B.1 DISSOLUTION OF THE PACE BOARD AND REPORT ON THE CREATION OF A PARKS AND TRAILS FOUNDATION

Katherine Caffrey, Deputy City Manager, introduced Jim Penniman-Morin, Mayor of Cedar Park, and Eric Boyce, Councilmember, Place 4. The Mayor gave an introduction by thanking the PACE board and highlighting the quality parks in Cedar Park. Katherine reviewed the highlights of PACE over the years, and gave a picture of the next steps for the transition of the PACE board into the Parks and Trails Foundation under the umbrella of the Greater Round Rock Community Foundation. Councilmember Boyce spoke more about the transition and next steps to create this foundation, and volunteered to lead the efforts on Council due to his background working with foundations and funds.

C.1 CONSIDER APPROVAL OF THE MINUTES OF THE JULY 11TH, 2022 REGULAR CALLED PACE ADVISORY BOARD MEETING

Motion: To approve the minutes of the July 11th, 2022 regular called PACE Advisory Board meeting.

Movant: Elle Albert

Second: Jenn Bowman

Vote: 4-0, motion passed. Christina Legrand was absent from the meeting.

C.2 DISCUSSION AND POSSIBLE ACTION OF THE PURCHASE OF A SCULPTURE TO BE ADDED TO THE CITY OF CEDAR PARK'S PERMANENT SCULPTURE COLLECTION

Jacob Worth, Assistant to the City Manager, informed the board that staff recommended keeping the purchased sculpture from this year's list at the Sculpture Garden at 1435 Main Street. \$10,000 was budgeted from the Public Art Fund for a sculpture purchase. Three sculptures were considered for purchase – Wings by Kirk Seese (\$7500), Magnify by Kirk Seese (\$7500), and Big Fish Little Fish by Laura Sturtz (\$3500).

Motion: To recommend the purchase of Wings by Kirk Seese to be added to the City of Cedar Park's permanent sculpture collection.

Movant: Jenn Bowman

Second: Elle Albert

Vote: 4-0, motion passed. Christina Legrand was absent from the meeting.

C.3 CONSIDERATION OF SELECTING FY 2023 COHORT OF SCULPTURES AT THE CEDAR PARK SCULPTURE GARDEN

Jacob Worth, Assistant to the City Manager, reminded the board that there are 12 total sculpture pads, with 7 available this year (5 pads now contain a permanent, purchased sculpture). Staff also recommended selecting two alternate pieces in case a sculpture is not delivered/sold before installation. The PACE board scored the sculptures submitted, the 9 highest scoring pieces were:

Sculpture Name	Artist Name
Family	Elizabeth Bonura
El Torito	Reynaldo Alaniz
Balancing Apple	Cindy Debold
Topical Fish	Laura Sturtz
Not the Same but the Same Knot	Shana Martin
Kenopsia	Caroline Walker

Goats are Browsers	Christina Broussard
Twist	Peter Managan
ZigZag Fish	Laura Sturtz

Motion: To recommend the selection of the 7 highest-scored sculptures to be displayed in the Cedar Park Sculpture Garden, with the next 2 serving as alternates

Movant: Elle Albert

Second: Jenn Bowman

Vote: 4-0, motion passed. Christina Legrand was absent from the meeting.

D.1 BOARD MEMBER CLOSING COMMENTS.

Elle Albert thanked Mayor Jim Penniman-Morin, Councilmember Eric Boyce, and Deputy City Manager Katherine Caffrey for speaking at the meeting and said it was an honor to serve on the board.

Jenn Bowman appreciated being on the board, thanked staff for their hard work, and is looking forward to next steps on the Parks Foundation.

Christine Blair is excited about the next steps with the Parks Foundation and adding more funding sources for arts in Cedar Park.

Mary McCarthy thanked Parks and Recreation Director Curt Randa and Assistant City Attorney Lauren Marfin for their hard work and guidance for the PACE board. Mary thanked staff for their hard work and former Councilmember Jon Lux for originally nominating her.

E.1 ADJOURNMENT.

Chair Mary McCarthy announced the meeting adjourned at 7:20 p.m.

Accepted by the City Council of the City of Cedar Park, Texas on the 15th day of December, 2022.

File Attachments for Item:

E.1 Second Reading And Approval Of An Ordinance Amending Cedar Park Code Of Ordinances, Appendix A Fee Schedule, Article 5.000 Library Fees



CITY COUNCIL AGENDA

December 15, 2022

Item/Subject: Second Reading And Approval Of An Ordinance Amending Cedar Park Code Of Ordinances, Appendix A Fee Schedule, Article 5.000 Library Fees

Commentary

Based on changing library trends and community needs, Library staff recommends minor adjustments to the Library fines and fees listed in the Fee Schedule in Appendix A of the Code of Ordinances (see attached).

Recommended adjustments to the Fee Schedule for Library fines and fees:

- Article 5.100 regarding Room Rental fees
 - Change from a “refundable cleaning/damage deposit” for room rentals to an as-needed “cleaning fee.”
- Article 5.300 regarding Library material replacement fees
 - Update the language from “eReaders, laptops, and tablets” to “equipment, kits, tools, and other devices” to include a broader range of electronic devices and the newer “Library of Things” materials.

December 8, 2022 – City Council First Reading and Public Hearing

December 15, 2022 – City Council Second Reading and Approval

Initiating Dept: Library

Legal Certification

Approved as to form and content:

☐ Yes

☐ No **City Attorney**

Associated Information:

Appendix A - Article 5.000 Library Fees – redline

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AMENDING THE CITY OF CEDAR PARK CODE OF ORDINANCES, APPENDIX A FEE SCHEDULE, ARTICLE 5.000 LIBRARY FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, pursuant to Texas Local Government Code Chapter 51, the City Council may adopt publish, amend, or repeal an ordinance, rule or police regulation that is for the good government, peace, and order of the municipality or for the trade and commerce of the municipality; and

WHEREAS, the City Council finds that certain changes to the policies and fees for Cedar Park Public Library patrons would enhance services to patrons and protect the interests of the municipality.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. That the Cedar Park Code of Ordinances, Chapter 1 General Administration, Article 1.09 Library Regulations; and Appendix A Fee Schedule, Article 5.000 Library Fees, is hereby amended as provided in attached Exhibit A.

SECTION 2. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

SECTION 5. This Ordinance shall be and remain in full force and effect from and after the date of approval.

READ AND CONSIDERED ON FIRST READING by the City Council of Cedar Park at a regular meeting on the 8th day of December, 2022, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Cedar Park at a regular meeting on the 15th day of

December, 2022, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

CITY OF CEDAR PARK, TEXAS

ATTEST:

James Penniman-Morin, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

ARTICLE 5.000 LIBRARY FEES

§ 5.100. Room rental fees.

(a) Rental rates.

Facility	Group Type	Resident	Nonresident	~~Refundable- Cleaning/ Damage Fee Deposit~~	Kitchen
Community room	General use	\$100.00 per first 2 hours, \$50.00 per additional hour	\$150.00 per first 2 hours, \$75.00 per additional hour	\$150.00	\$20.00
Community room	Nonprofit	\$50.00 per first 2 hours, \$25.00 per additional hour	\$75.00 per first 2 hours, \$37.50 per additional hour	\$150.00	\$20.00
Community room	Youth oriented and senior groups	\$10.00 per first 2 hours, \$5.00 per additional hour	\$15.00 per first 2 hours, \$7.50 per additional hour	\$150.00	\$20.00
Conference room	General use	\$40.00 per 4 hours	\$60.00 per 4 hours	\$150.00	N/A
Conference room	Nonprofit	\$20.00 per 4 hours	\$30.00 per 4 hours	\$150.00	N/A
Conference room	Youth oriented and senior groups	\$10.00 per 4 hours	\$15.00 per 4 hours	\$150.00	N/A

(b) Group types.

- (1) General use. All uses not included in subsections (2) and (3) below, including, but not limited to: private lesson groups, private educational institutions, or any individual, organization or business which stands to receive personal or corporate gain from use of the facility.
- (2) Nonprofit. Organizations meeting the definition of “nonprofit corporation” in accordance with the Texas Business Organizations Code section 22.001(5), as amended.
- (3) Youth oriented and senior groups. Organizations serving a member constituency of children, adolescents or seniors including Boy Scouts, Girl Scouts, 4-H, AARP, Family Eldercare, etc.

(Ordinance CO05-18-12-13-E1 adopted 12/13/18)

§ 5.200. Removal and use of library materials.

- (a) Annual membership. Nonresidents wishing to borrow library materials may purchase a nonresident library membership which will expire one year after its issuance. The charge for such membership shall be \$35.00 annually.
- (b) Six-month membership. Nonresidents wishing to borrow library materials may purchase a nonresident library membership which will expire six months after its issuance. The charge for such memberships shall be \$20.00.

§ 5.200

§ 5.400

- (c) Three-month membership. Nonresidents wishing to borrow library materials may purchase a nonresident library membership which will expire three months after its issuance. The charge for such memberships will be \$10.00.

(Ordinance CO05-18-12-13-E1 adopted 12/13/18)

§ 5.300. Library material replacement fees.

- (a) Lost, damaged, or unreturned library materials.

	Replacement (entire item)	Replacement (single part)	Replacement processing fee
Books	Manufacturer's suggested retail price (MSRP)	N/A	\$5.00
Magazines	MSRP	N/A	N/A
Audiobook CDs, DVDs and music CDs	MSRP	\$8.00/disc	\$5.00
~~Book club kits~~	~~MSRP of each item and \$8.00 for container~~	~~MSRP~~	~~\$5.00~~
Interlibrary loan materials	Per lending library	N/A	Per lending library
~~eReaders, laptops, and tablets~~ <u>Equipment, kits, tools, and other devices</u>	~~MSRP for item and all accessories~~	Cost of repair or replacement	\$5.00

- (1) The \$5.00 replacement processing fee will be assessed only for replacement of items with a manufacturer's suggested retail price of more than \$7.00.
 - (2) If the library material is out of print or the MSRP is no longer available, the library charges a flat fee of \$30.00 for a hardbound book; \$8.00 for a paperback book; \$20.00 per DVD; or \$8.00 per CD; plus a \$5.00 replacement processing fee.
 - (3) The library reserves the right to determine the extent of damage to an item and whether an item is repairable.
- (b) Notice regarding collection of outstanding fees. The Library may report any patron accounts with outstanding fee balances totaling \$50.00 or more for more than 60 days to an independent collection agency.

(Ordinance CO05-18-12-13-E1 adopted 12/13/18)

§ 5.400. Miscellaneous.

The Library Director will set reasonable fees for interlibrary loan, copying, scanning, faxing and miscellaneous services, not to exceed \$10.00 per service, to be posted on the Library website.

(Ordinance CO05-18-12-13-E1 adopted 12/13/18)

File Attachments for Item:

E.2 Second Reading And Approval Of An Ordinance Approving A Final Project & Finance Plan For Tax Increment Reinvestment Zone #3 For A Super-Regional Destination Center That Includes A Convention Center And Hotel Project.



CITY COUNCIL AGENDA

December 15, 2022

Item/Subject: Second Reading And Approval Of An Ordinance Approving A Final Project & Finance Plan For Tax Increment Reinvestment Zone #3 For A Super-Regional Destination Center That Includes A Convention Center And Hotel Project.

Commentary

In December of 2021, the City executed a Master Development Agreement with CPM Development, LLC, providing for the development of a super-regional destination center that includes a convention center and hotel project on property west of the HEB Center at Cedar Park, near the intersection of 183A and West New Hope Drive (collectively, the “Project”).

As a Qualified Hotel Project, the Project will be eligible for and primarily funded by rebates of certain state tax revenues from the Project pursuant to Subchapter C of Chapter 351 of the Texas Tax Code. Per the Master Development Agreement, Public Infrastructure, Site Improvements, and other eligible Project costs are also to be funded from Selected City Tax Revenues generated from the Project and collected or received by the City: 100% of the City’s 7% hotel occupancy tax, 100% of the City’s mixed beverage tax, 50% of the real and business personal property ad valorem tax, and 75% of the Type A/EDC and Type B/CDC sales tax revenues generated from the Project during the Term. The City’s 1% general municipal sales and use tax and the City’s 0.125% sales and use tax allocated to stormwater drainage and related street repairs are excluded from the Selected City Tax Revenues.

In order to designate the area/zone from which the Selected City Tax Revenues will be collected, establish the tax increment fund, and administer the terms of the Master Development Agreement, including providing the agreed rebates and payments to CPM Development, LLC, the City established Tax Increment Reinvestment Zone (“TIRZ”) #3. In addition to adopting the ordinance creating the reinvestment zone, the City Council also approved a TIRZ Agreement and Preliminary Project & Finance Plan for the Project.

This proposed ordinance is to approve the Final Project & Finance Plan.

Initiating Dept:

Fiscal Impact
Fund:

Budget
Amount:

☐ **Finance Director Review**

Legal Certification

Approved as to form and content:

☐ Yes ☐ No **City Attorney**

Associated Information:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, APPROVING A FINAL PROJECT & FINANCE PLAN FOR TAX INCREMENT REINVESTMENT ZONE #3 FOR A SUPER-REGIONAL DESTINATION CENTER THAT INCLUDES A CONVENTION CENTER AND HOTEL PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Cedar Park has created Tax Increment Reinvestment Zone (“TIRZ”) #3 pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), in support of a super-regional destination center that includes a convention center and hotel project on property west of the HEB Center at Cedar Park, near the intersection of 183A and West New Hope Drive (collectively, the “Project”); and

WHEREAS, the City Council has also approved a TIRZ Agreement and Preliminary Project & Finance Plan for the Project; and

WHEREAS, in accordance with Chapter 311 of the Texas Tax Code, the City Council now proposes to consider the Final Project & Finance Plan for the Project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. That the City Council hereby approves the attached Final Project & Finance Plan for the Project, subject to final review by the City Attorney.

SECTION 2. That the provisions of this ordinance are severable and the invalidity of any word, phrase, or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place, and purpose of said meetings were given as required by law.

READ AND CONSIDERED ON FIRST READING by the City Council of Cedar Park at a regular meeting on the 8th day of December, 2022, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED, AND APPROVED ON SECOND AND FINAL READING by the City Council of Cedar Park at a regular meeting on the 15th day of December,

2022, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

CITY OF CEDAR PARK, TEXAS

ATTEST:

James Penniman-Morin, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

EXHIBIT A
FINAL PROJECT & FINANCE PLAN

*REINVESTMENT ZONE NUMBER 3,
CITY OF CEDAR PARK, TEXAS
FINAL PROJECT AND FINANCE PLAN*
(the "Plan")

December 8, 2022

1. INTRODUCTION.

1.1 Authority and Purpose. The City of Cedar Park, Texas, a Texas municipal corporation organized as a home rule city (the "City"), has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is feasible, and that creation of the zone is in the best interest of the City and the property in the zone. The purpose of the zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act and described in the Master Development Agreement approved by the City on December 9, 2021 (the "Master Development Agreement"). Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Master Development Agreement.

1.2 The Proposed Zone. The City is considering the creation of a tax increment reinvestment zone to be known as "Reinvestment Zone Number 3, City of Cedar Park, Texas" (the "Zone") that will include approximately 152.121 acres as described in the Master Development Agreement (the "Property"). The Property is currently located in the City's corporate limits and includes three parts: (a) that certain 117.899 acres ("Parcel 1"); (b) the Right of First Refusal Property containing 32.389 acres ("Parcel 2"); and (c) the Sign Easement Property containing 1.833 acres ("Parcel 3"), which parcels are identified and depicted on **Exhibit A**. The Property meets the eligibility requirements of the Act. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is predominately open and undeveloped due to factors such as the lack of public infrastructure and the need for economic incentives to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone, increased sales and use tax for the City and the State of Texas, and increased job opportunities for residents of the City, Williamson County (the "County"), and the region.

1.3 Plan. As required by the Act, before the City adopted an ordinance designating the Zone, the City Council prepared a preliminary reinvestment zone project and finance plan. The requirement of the Act for a preliminary reinvestment zone project and finance plan was satisfied by the Preliminary Plan, the purpose of which was to describe, in general terms, the public works, public improvements, programs, and other projects that will be undertaken and financed by the Zone. This Plan and the TIRZ Agreement describe how such public works, public improvements, programs, and projects will be undertaken and financed.

1.4 TIRZ Fund. Pursuant to the Final Plan and consistent with the Master Development Agreement and the TIRZ Agreement, the City will contribute its ad valorem tax increment from Parcel 1 (the "Tax Increment") and the Selected City Tax Revenues and Selected State Tax Revenues into a tax increment fund created by the City and segregated from all other funds of the

City (the "TIRZ Fund") to pay to CPM Development, LLC, a Texas limited liability company or its assignees the costs of public works, public improvements, programs, and other projects benefiting the Zone and described in the Master Development Agreement and the TIRZ Agreement. The Board may also approve and recommend to the City Council for approval a "County Participation Agreement" between the City and the County pursuant to which the County will contribute a portion of its ad valorem tax increment attributable to new development in the Zone (the "County Tax Increment") into the TIRZ Fund to pay TIRZ costs.

2. DESCRIPTIONS AND MAPS.

2.1 Existing Uses and Conditions. As depicted on Exhibit A and Exhibit B, Parcel 1 is zoned Development Reserve (DR), Parcel 2 is zoned Open Space Recreational (OR) and Parcel 3 is zoned General Business (GB) which are inconsistent with the plans to develop the Property. The Zone is intended to be rezoned as a Planned Development (PD). The Property is undeveloped.

2.2 Proposed Uses. The proposed uses of the Property are consistent with the Master Development Agreement. The Property will be zoned consistent with the development standards contained in the Master Development Agreement and the PD zoning application. A description of the proposed uses of the Property are provided in the Master Development Agreement and the PD zoning application.

3. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS. Development of the Property will involve only those changes contemplated by the Master Development Agreement and will be made through the standard legal processes and procedures of the City.

4. ESTIMATED NON-PROJECT COSTS. Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The total non-project costs are estimated to be approximately \$400,000,000.

5. RELOCATION OF DISPLACED PERSONS. No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

6. PROPOSED PUBLIC IMPROVEMENTS.

6.1 Categories of Public Infrastructure. The categories of public works and public improvements (the "Public Infrastructure") that are proposed to be financed by the Zone are defined in the Master Development Agreement. All Public Infrastructure shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City.

6.2 Locations of Public Infrastructure. The estimated locations of some of the proposed Public Infrastructure are described in the Master Development Agreement. These locations are provided for informational purposes only and may be revised from time to time without amending the Final Plan.

7. ESTIMATED PROJECT COSTS. The total project costs for the Zone (the "Project Costs") include the Administrative Costs defined below, the costs of the Public Infrastructure, and the costs associated with grants for private improvements, and are estimated to be \$355,000,000 in 2022

Dollars, not including construction management fees and applicable interest, as set forth in the Master Development Agreement.

7.1 Administrative Costs. The Project Costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, including the costs of conducting studies, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid and are capped at an annual amount of \$50,000.

8. ESTIMATED TIME WHEN COSTS ARE TO BE INCURRED. The Administrative Costs will be incurred annually. It is estimated that the remainder of the Project Costs will be incurred during the time intervals set forth in the Master Development Agreement.

9. ECONOMIC FEASIBILITY. For purposes of this Plan, economic feasibility has been evaluated over the term of the Zone, as shown on **Exhibit C** (the "Feasibility Study"). Based on the foregoing, the feasibility of the Zone has been demonstrated. New tax revenue generated by new development within the Zone as described in the Master Development Agreement will be available to pay actual Project Costs until the term of the Zone expires. Upon expiration or termination of the Zone, 100% of all tax revenue generated within the Zone will be retained by the respective taxing units.

10. ESTIMATED BONDED INDEBTEDNESS. No bonded indebtedness issued by the City is contemplated.

11. TOTAL APPRAISED VALUE. The current total appraised value of taxable real property in the Zone equals \$85,736,707, which represents the Tax Increment Base (the "Total Tax Increment Base") of the Property, attributable to each parcel as follows: \$20,079,429 for Parcel 1; \$64,930,684 for Parcel 2; and \$726,594 for Parcel 3. The Tax Increment Base shall include ONLY Parcel 1; however, the Tax Increment Base shall also include Parcel 2 and/or Parcel 3 upon transfer of fee simple ownership of either/both parcel(s) to CPM Development, LLC or its affiliate.

12. ESTIMATED CAPTURED APPRAISED VALUE. The amount of the Tax Increment for a year during the term of the Zone is the amount of property taxes levied and collected by the City for that year on the captured appraised value of the Property less the Tax Increment Base of the Property (the "Captured Appraised Value"). The estimated Captured Appraised Value of the Property during each year of the Zone is shown on **Exhibit C**. Such information is based on a forecast by the City and is subject to change. The actual Captured Appraised Value for each year will be used to calculate annual payment by the City into the TIRZ Fund pursuant to the Final Plan.

13. METHOD OF FINANCING. Project Costs will be financed through Owner advances or by using tax increment funds received on a pay-as-you-go basis. The Final Plan, the TIRZ Agreement, and the County Participation Agreement shall obligate the City to pay from the TIRZ Fund to CPM Development, LLC or its assignees all actual Project Costs. The City will deposit

into the TIRZ Fund for the duration of the Zone an amount equal to 100% of the Tax Increment levied and collected each year. If approved, the County Participation Agreement shall obligate the County to deposit into the TIRZ Fund each year for the duration of the Zone a to-be agreed upon amount of the County Tax Increment.

In addition, the Master Development Agreement and the TIRZ Agreement obligate the City to deposit each year the following revenues generated by the Property into separate subaccounts of the TIRZ Fund:

1. Selected City Tax Revenues
2. Selected State Tax Revenues
3. 100% of the City's 7% Hotel Occupancy Tax
4. 100% of the City's mixed beverage tax
5. CDC/EDC Contribution
6. County Tax Increment, if approved, percentage to be agreed upon

14. DURATION OF THE ZONE; TERMINATION. The stated term of the Zone shall commence on January 1, 2022, and shall continue until December 31, 2052 (with final year's tax due by January 31, 2053), unless otherwise terminated in accordance with this section. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the Project Costs have been paid in full and the City's obligation under the Master Development Agreement have been satisfied, or if the Master Development Agreement is terminated for any reason. If upon expiration of the stated term of the Zone, Project Costs have not been paid, neither the City nor the County shall have any obligation to pay the shortfall. The provisions of this section shall be included in the ordinance that creates the Zone, in the TIRZ Agreement, and in the County Participation Agreement. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

15. CONFLICT. To the extent there is a conflict between the terms of this Plan and the Master Development Agreement, the terms of the Master Development Agreement shall control.

16. LIST OF EXHIBITS. Unless otherwise stated, all references to "Exhibits" contained in this Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Plan for all purposes.

<u>Exhibit A</u>	Parcel Identification and Map of the Zone
<u>Exhibit B</u>	Map and Description of Existing Uses of the Property
<u>Exhibit C</u>	Feasibility Study

EXHIBIT A
Parcel Identification and Map of the Zone

Parcel	Account Number	Legal Description
1	R031763	AW0168 DOVER, S.J. SUR., ACRES 117.899
2	R349071	AW0168 DOVER, S.J. SUR., ACRES 32.389
3	R524950	AW0168 DOVER, S.J. SUR., ACRES 1.833



EXHIBIT B

Map and Description of Existing Uses of the Property

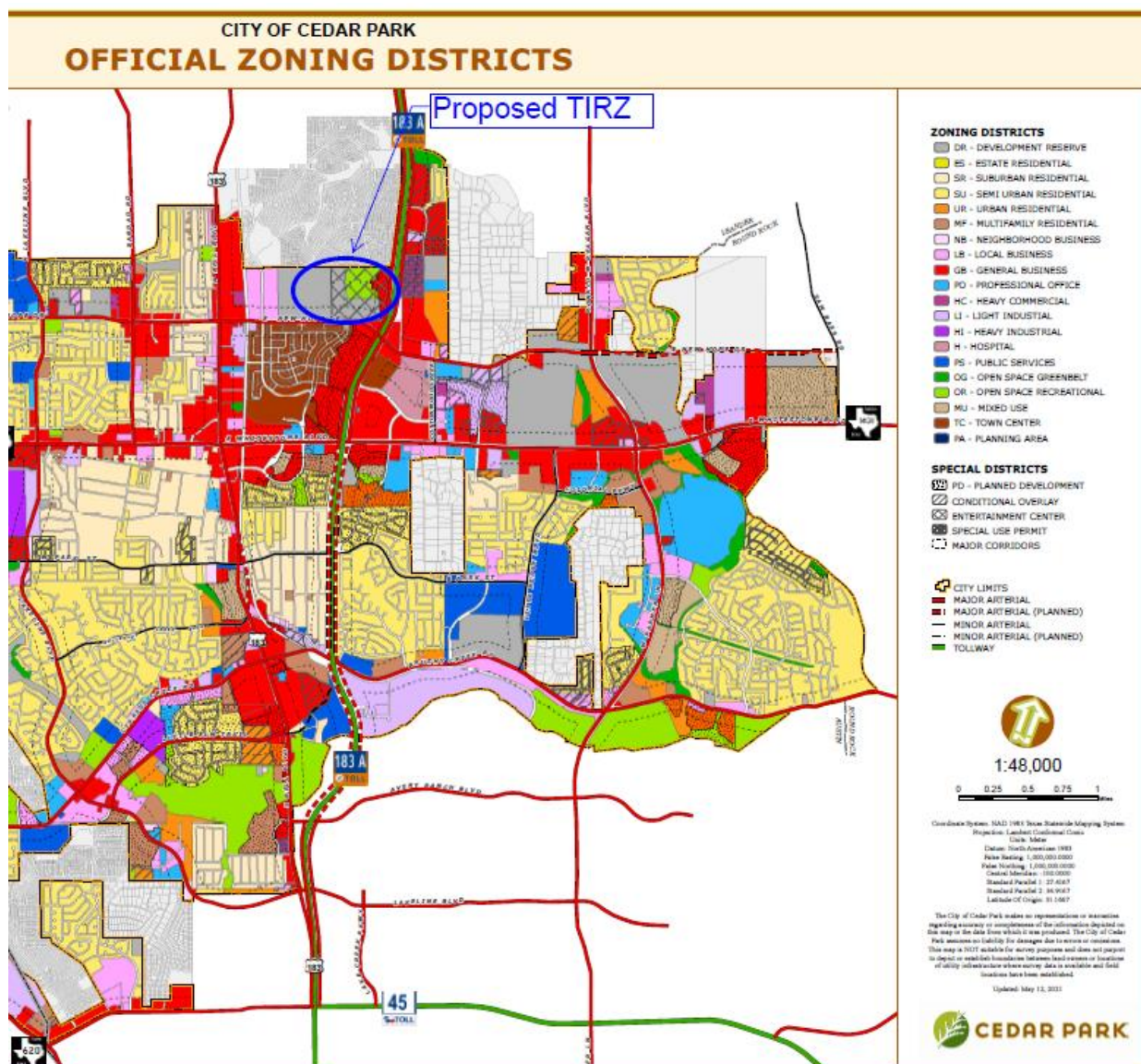


EXHIBIT C

Feasibility Study

TIRZ #3 Feasibility Summary

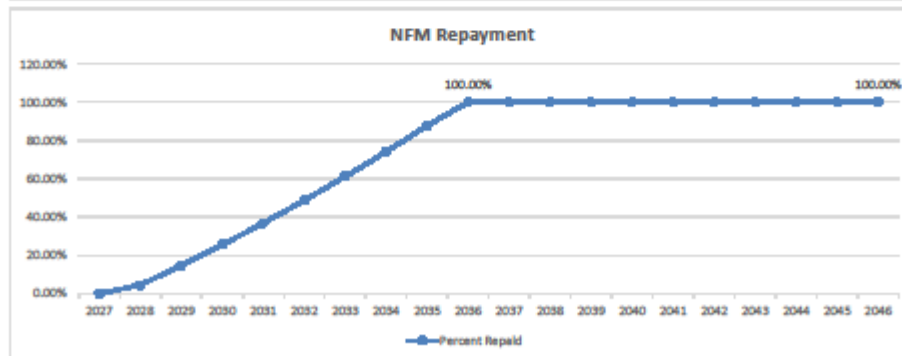
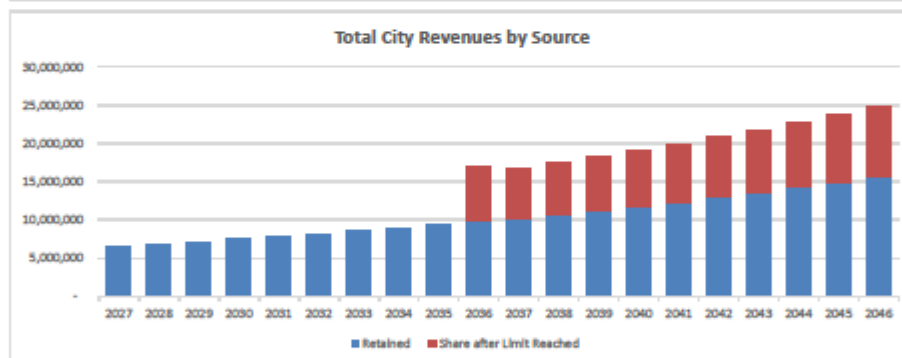
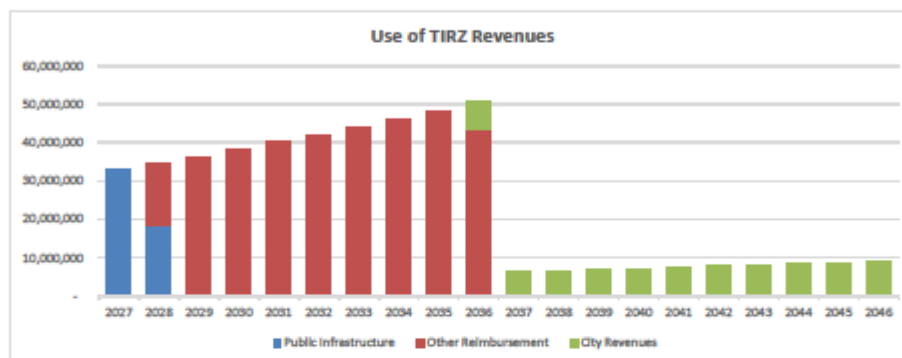
Reimbursements:

PUBLIC INFRASTRUCTURE

Public Infrastructure - Total Reimbursement	52,180,418
Years of operation until paid off	2

SITE COSTS

Total Reimbursement	355,000,000
Years of operation until paid off	10



File Attachments for Item:

F.1 A Resolution Authorizing An Agreement With Axon Enterprise, Inc. For The Purchase Of Tasers And Associated Equipment In An Amount Not To Exceed \$202,866.02.



CITY COUNCIL AGENDA
December 15, 2022

Item/Subject: A Resolution Authorizing An Agreement With Axon Enterprise, Inc. For The Purchase Of Tasers And Associated Equipment In An Amount Not To Exceed \$202,866.02.

Commentary

The purpose of this resolution is to approve an agreement for the purchase of 71 Tasers and associated equipment. The purchase is for 5 Tasers approved in FY23 Budget and the replacement of 66 Tasers that have exceeded life expectancy and are no longer under warranty. The funding for the purchase is allocated in the FY23 Budget and the Vehicle and Equipment Services Fund.

The product offered by Axon Enterprise, Inc. was selected based off staff recommendations, and will be procured using the BuyBoard cooperative purchasing agreement under contract #603-20. This purchase is in accordance with Texas Local Government Code Chapters 252 and 271.

City staff recommends execution of an agreement with Axon Enterprise, Inc., in an amount not to exceed \$202,866.02.

Initiating Dept: Finance/Police

Fiscal Impact

Fund: General Fund

Fund: Vehicle and Equipment Services

Budget

Amount: \$15,980.42

Amount: \$186,885.60

☐ **Finance Director Review**

Legal Certification

Approved as to form and content:

☐ Yes ☐ No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE PURCHASE OF TASERS AND ASSOCIATED EQUIPMENT WITH AXON ENTERPRISE, INC. IN AN AMOUNT NOT TO EXCEED \$202,866.02; 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 City of Cedar Park wishes to purchase Tasers and associated equipment for new purchases and to replace existing equipment that has exceeded life expectancy and is no longer under warranty; and

WHEREAS, Texas Local Government Code Chapter 252 requires that, unless exempted, before entering into a contract that requires an expenditure of more than \$50,000, a municipality must comply with the competitive bidding procedures; and

WHEREAS, Texas Local Government Code Chapter 271 provides that purchases made through a purchasing cooperative satisfies state law requiring the local government to seek competitive bids for the purchase; and

WHEREAS, purchasing these items through the purchasing cooperative BuyBoard on contract #603-20 offers the best value and is the preferred vendor for the City; and

WHEREAS, City staff recommends execution of an agreement with Axon Enterprise, Inc. in an amount not to exceed \$202,866.02.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The City Council hereby authorizes and directs the City Manager to negotiate and execute an agreement with Axon Enterprise, Inc. for the purchase of Tasers and associated equipment for an amount not to exceed \$202,866.02, subject to final review by the City Attorney.

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 15th day of December, 2022.

CITY OF CEDAR PARK, TEXAS

James Penniman-Morin, Mayor

ATTEST:

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

File Attachments for Item:

F.2 A Resolution Authorizing An Agreement With Flock Group, Inc. For The Software And Hardware Solution For Automatic License Plate Recognition And Vehicle Fingerprint Technology In The Total Amount Not To Exceed \$107,000.



CITY COUNCIL AGENDA

December 15, 2022

Item/Subject: A Resolution Authorizing An Agreement With Flock Group, Inc. For The Software And Hardware Solution For Automatic License Plate Recognition And Vehicle Fingerprint Technology In The Total Amount Not To Exceed \$107,000.

Commentary

For FY 2023, The City of Cedar Park has identified a need for a software and hardware solution to develop investigative leads to aid in reducing crime. City staff identified Flock Group, Inc. (“Flock”) as the sole source provider of the technology required for this solution and the best value for the City. Flock’s software and hardware solution would utilize automatic license plate recognition and vehicle fingerprint technology to identify suspect vehicle’s identifiers of the make, model, color, license plate, and other identifiable markings, stickers, and after-market products to help identify vehicles involved in criminal offenses. The technology allows for identifying features to be entered into the software solution for vehicle identification. Further, the data obtained through the software and hardware solution from Flock is automatically deleted after thirty (30) days. Additionally, neighboring cities also utilize Flock allowing for greater information sharing in our region.

Flock retains ownership of the hardware, which Flock will install at a number of designated locations on City property. The terms of the agreement with Flock provide for the City to grant a revocable license to install the hardware on City property, subject to Flock’s obligation return the property to its original condition upon termination of the agreement.

City Staff recommends execution of an agreement with Flock Group, Inc., in accordance with Texas Local Government Chapter 252. Texas Local Government Code Section 252.022(a)(7) states that expenditures for items available from only one source are exempt from competitive bidding requirements. Flock Group, Inc. is a sole source provider of goods and services being purchased.

Therefore, staff recommends execution of an agreement with Flock Group, Inc. for the software and hardware solution for automatic license plate recognition and vehicle fingerprint technology in the total authorized expenditure amount not to exceed \$107,000 over a one (1) year term with an additional one (1) year renewal. The funding for year one of this agreement is in the approved FY 2023 Police Department budget.

Initiating Dept: Finance/Police

Fiscal Impact

Fund:

Budget

Amount: \$57,000 FY23, with a one year renewal in FY24 for \$50,000

☐ **Finance Director Review**

Legal Certification

Approved as to form and content:

☐ Yes

☐ No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS; AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH FLOCK GROUP, INC. FOR THE SOFTWARE AND HARDWARE SOLUTION FOR AUTOMATIC LICENSE PLATE RECOGNITION AND VEHICLE FINGERPRINT TECHNOLOGY IN THE TOTAL AMOUNT NOT TO EXCEED \$107,000; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Cedar Park desires to purchase a solution for automatic license plate recognition and vehicle fingerprint technology to develop investigative leads to aid in reducing crime; and

WHEREAS, Section 252.022(a)(7) of the Texas Local Government Code states that expenditures for items available from only one source are exempt from competitive bidding requirements; and

WHEREAS, Flock Group, Inc. is the sole source provider of the goods and services being purchased; and

WHEREAS, City staff recommends execution of an agreement with Flock Group, Inc. in the total amount not to exceed \$107,000 over a one (1) year term with an additional one (1) year renewal.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. That the City Manager is hereby authorized and directed to negotiate and execute an agreement with Flock Group, Inc.. granting a revocable license to install Flock hardware on City property and authorizing the purchase of associated Flock software solutions for automatic license plate recognition and vehicle fingerprint technology in a total amount not to exceed \$107,000, subject to final review by the City Attorney.

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 15th day of December, 2022.

CITY OF CEDAR PARK, TEXAS

James Penniman-Morin, Mayor

ATTEST:

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

File Attachments for Item:

F.3 A Resolution Adopting A Computer Use And Internet Safety Policy For The Cedar Park Public Library.



CITY COUNCIL AGENDA

December 15, 2022

Item/Subject: A Resolution Adopting A Computer Use And Internet Safety Policy For The Cedar Park Public Library.

Commentary

In order to be eligible for federal funding and federally discounted pricing for certain new library technologies, public libraries must comply with the requirements of the Children's Internet Protection Act ("CIPA"), codified as Section 254, Title 47 of the United States Code. CIPA compliance requires adoption of an internet safety policy that includes technology protection measures (i.e., Internet filters) to: 1) prevent access by minors to inappropriate online content; 2) ensure the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; 3) prevent unauthorized access ("hacking"), and other unlawful activities by minors online; 4) prevent unauthorized disclosure, use, and dissemination of personal information regarding minors; and 5) implement measures designed to restrict minors' access to materials harmful to minors, as defined by federal law.

The purpose of this resolution is to adopt a Computer Use and Internet Safety Policy for the Cedar Park Public Library to ensure the Library is CIPA compliant. Although internet filters and other technology protection measures already in place on the City's systems are compliant, a written policy must be adopted in order to make required certifications to the Federal Communications Commission.

Initiating Dept: Library

Fiscal Impact

Budget

Fund:

Amount:

☐ **Finance Director Review**

Legal Certification

Approved as to form and content:

☐ Yes ☐ No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, ADOPTING A COMPUTER USE AND INTERNET SAFETY POLICY FOR THE CEDAR PARK PUBLIC LIBRARY; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Children’s Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), requires recipients of federal funding and federal discounts for certain library technologies to adopt and implement an Internet safety policy and technology protection measures; and

WHEREAS, the Cedar Park Public Library (the “Library”) intends to seek federal funding for certain new library technologies; and

WHEREAS, the Library desires to offer its patrons access to computers, public technology, and the Internet to support the Library’s mission to empower everyone to learn, create, and have fun in a safe and secure digital environment; and

WHEREAS, a proposed Computer Use and Internet Safety Policy (the “Policy”) for the Cedar Park Public Library is attached hereto as **Exhibit A**; and

WHEREAS, the Policy outlines the Library’s technology protection measures designed to: 1) prevent access by minors to inappropriate online content; 2) ensure the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; 3) prevent unauthorized access (“hacking”), and other unlawful activities by minors online; 4) prevent unauthorized disclosure, use, and dissemination of personal information regarding minors; and 5) implement measures designed to restrict minors’ access to materials harmful to minors, as defined by federal law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. That the Computer Use and Internet Safety Policy for the Cedar Park Public Library, attached hereto and fully incorporated herein as **Exhibit A**, is hereby adopted.

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 15th day of December, 2022.

CITY OF CEDAR PARK, TEXAS

ATTEST:

LeAnn M. Quinn, TRMC
City Secretary

James Penniman-Morin, Mayor

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

Computer Use and Internet Safety Policy for the Cedar Park Public Library

Introduction

The Cedar Park Public Library (the “Library”) offers access to computers, public technology and the internet to support the Library’s mission to empower everyone to learn, create and have fun in a safe and secure digital environment.

Purpose

It is the policy of the Cedar Park Public Library to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access, including so-called “hacking”, and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; (d) protect the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications on the Library computer network; (e) adopt measures designed to restrict minors’ access to materials harmful to minors; and (f) comply with the Children’s Internet Protection Act [Pub. L. No. 106-554 and 47 U.S.C. § 254(h)].

Agreement

Patrons automatically accept the Computer Use & Internet Safety Policy when they access the Internet using the Library's Wi-Fi or a Library computer. Violation of the Computer Use & Internet Safety Policy shall result in loss of computer privileges.

Definitions

Key terms are as defined in the Children’s Internet Protection Act.

Access to Inappropriate Material

To the extent practical, technology protection measures (or “Internet filters”) shall be used to block or filter access to inappropriate information via the Internet or other forms of electronic communications.

Specifically, as required by the Children’s Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.

Subject to staff supervision, technology protection measures may be disabled upon request for adults only for bona fide research or other lawful purposes.

Inappropriate Network Usage

To the extent practical, steps shall be taken to promote the safety and security of users of the Cedar Park Public Library online computer network when using electronic mail, chat rooms, instant

messaging, and other forms of direct electronic communications.

Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

Other prohibited uses includes: (a) harassment of others; (b) behavior that is disruptive to other users, including but not limited to display of material that is considered offensive to view in a public place; (c) downloading copyrighted files or violating copyright laws; (d) destruction of, damage to or unauthorized access to or alteration of the Library's computer equipment, software, data or network; and (e) any use which violates a Federal or State law.

Education, Supervision and Monitoring

It shall be the responsibility of all members of the Cedar Park Public Library staff to educate, supervise and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection Act, the Neighborhood Children's Internet Protection Act [Pub. L. No. 106-554, and 47 U.S.C. § 254(l)], and the Protecting Children in the 21st Century Act [Pub. L. No. 110-385, 15. U.S.C. § 6551, et seq.].

The Library's Computer Use and Internet Safety Policy does not relieve parents and legal guardians of their ultimate responsibility to monitor and guide their own children's use of all Library resources, including Library computers and Internet access via the Library's network. Parents and legal guardians are expected to take an active role in their children's use of the Internet and discuss their personal values and expectations for their children's use of this resource.

Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Library Director or designated representatives.

Adoption

This Computer Use & Internet Safety Policy was adopted by the City of Cedar Park at a public meeting, following public notice in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551, on December 15, 2022. Resolution No. _____.

File Attachments for Item:

F.4 A Resolution Authorizing An Agreement With Dial Development Services, Ltd. For Third-Party Construction Inspection And Observation Services To Support Construction Of The Brushy Creek North Fork Trail Project In an Amount Not To Exceed \$78,000.



CITY COUNCIL AGENDA
December 15, 2022

Item/Subject: A Resolution Authorizing An Agreement With Dial Development Services, Ltd. For Third-Party Construction Inspection And Observation Services To Support Construction Of The Brushy Creek North Fork Trail Project In an Amount Not To Exceed \$78,000.

Commentary

The purpose of this resolution is to authorize the execution of an agreement for third-party construction inspection and observation services to support construction of the Brushy Creek North Fork Trail Project (the “Project”). The Project consists of the construction of an approximately three-mile shared-use trail along the North Fork of Brushy Creek stretching from Parmer Lane near Whitestone Blvd to the Brushy Creek Regional Trail.

The location of the Project requires the inspection firm to have extensive inspection experience with the City of Cedar Park and all the major construction components of the Project. The scope of services to be provided includes construction inspection, review of contractor pay estimates, witnessing construction testing, attending project meetings, daily reports, identification of construction deficiencies, and assistance in resolution of design conflicts. These services help to ensure the project is constructed in accordance with the approved construction documents.

A Request for Proposals (RFP) was publicly advertised, and three (3) responses were received from prospective firms that provide construction inspection services. The proposals were evaluated using a numerical grading criteria matrix that rates each firm’s proposal in the key areas of: “Qualifications and Availability”, “Qualifications and Experience of Proposed Staff”, “Project Experience” “Project Approach” and “Fees”. After reviewing, grading and ranking each firm’s proposals, Dial Development Services, Ltd. was determined to be the firm that offered the best value for inspection and observation

services for the Project. A copy of the evaluation criteria and ranking summary are attached.

Staff recommends that the City Manager be authorized to negotiate and execute an agreement with Dial Development Services, Ltd. for third-party construction inspection and observation services for the Brushy Creek North Fork Trail Project in an amount not to exceed \$78,000.

Initiating Dept.: Engineering & Capital Projects

Fiscal Impact

Fund: P28

Budget

Budget: \$78,000

☐ **Finance Director Review**

Legal Certification

Approved as to form and content:

☐ Yes

☐ No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH DIAL DEVELOPMENT SERVICES, LTD. FOR THIRD-PARTY CONSTRUCTION INSPECTION AND OBSERVATION SERVICES TO SUPPORT CONSTRUCTION OF THE BRUSHY CREEK NORTH FORK TRAIL PROJECT; 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 Brushy Creek North Fork Trail Project, the “Project”, consists of the construction of an approximately three-mile concrete shared-use trail along the North Fork of Brushy Creek stretching from Parmer Lane near Whitestone Blvd to the Brushy Creek Regional Trail; and

WHEREAS, pursuant to Local Government Code Chapter 252, the City solicited proposals for construction inspection and observation services for the Project utilizing a request for proposals, and received responses from three (3) prospective firms; and

WHEREAS, City staff evaluated each firm’s ability to perform the required services based on their proposals and the numerical grading criteria outlined in the request for proposals; and

WHEREAS, Dial Development Services, Ltd. ranked the highest of the qualified firms and has extensive experience with construction inspection and observation of similar projects; and

WHEREAS, staff recommends that the City Manager be authorized to negotiate and execute an agreement with Dial Development Services, Ltd. for third-party construction inspection and observation services for the Projects in an amount not to exceed \$78,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The City Manager is hereby authorized and directed to negotiate and execute an agreement with Dial Development Services, Ltd. for third-party construction inspection and observation services for the Brushy Creek North Fork Trail Project in an amount not to exceed \$78,000, subject to final review by the City Attorney.

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 15th day of December 2022.

CITY OF CEDAR PARK, TEXAS

ATTEST:

James Penniman-Morin, Mayor

LeAnn M. Quinn, TRMC
City SecretaryAPPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

RESOLUTION NO. _____



3rd Party Inspection Services - Brushy Creek North Fork Trail Project Request for Proposals: Evaluation Criteria		Maximum Score
1. Firm Qualifications and Availability:		10%
Submittal Requirements Met? (Page limits, electronic version)		
General information provided? (Contacts, office location, numbers/emails)		
Did firm / individual provide how they will communicate with the City? Who will be primary contact?		
Is the current workload provided?		
Did they provide availability to perform services?		
Did the firm/team provide an overview and brief history of themselves?		
2. Qualifications & Experience of Proposed Staff:		20%
Did they provide the names and roles of the key personnel that will be working on this project?		
Did they provide experience summaries for key personnel and indicate any that have experience on similar projects?		
Does the proposed On-site Inspector have at least five (5) years of experience providing these types of services?		
3. Project Experience:		25%
Did they provide a narrative illustrating their expertise and any unique qualifications?		
Did the firm provide verifiable examples of at least three (3) similar projects completed in the last five (5) years?		
Does the firm / individual have experience with similar type projects?		
Does the firm / individual have experience with similar type projects in Central Texas?		
Are their Clients / References Listed?		
4. Project Approach		20%
Did they provide a brief narrative of project approach?		
Did they provide a list of equipment they provide?		
Did they provide any exclusions and indemnifications that would lower the score?		
5. Rates and Fees		25%
Higher rates / fees result in lower score.		
Did they provide adequate assurance of insurance coverage?		

Brushy Creek North Fork Trail Project
3rd Party Inspection
Request for Quotation/Proposal
Evaluation Criteria Ranking Summary



Overall Rank	Firm	1. Qualifications and Availability (10%)	2. Proposed Staff (20%)	3. Project Experience (25%)	4. Project Approach (20%)	5. Rates and Fees (25%)
1	Dial Development Services, Ltd.	1	1	1	1	1
2	SAFEbuilt Texas, LLC	2	2	2	2	2
3	Masterplan	3	3	3	3	3

File Attachments for Item:

F.5 A Resolution Authorizing An Agreement With ECM International, Inc. For Third-Party Construction Inspection And Observation Services To Support Construction Of The New Cedar Park Library In an Amount Not To Exceed \$195,000.



CITY COUNCIL AGENDA

December 15, 2022

Item/Subject: A Resolution Authorizing An Agreement With ECM International, Inc. For Third-Party Construction Inspection And Observation Services To Support Construction Of The New Cedar Park Library In an Amount Not To Exceed \$195,000.

Commentary

The purpose of this resolution is to authorize the execution of an agreement for third-party construction inspection and observation services to support construction of the New Cedar Park Library Project (the “Project”). The New Cedar Park Library will be a two-story, 47,000 square foot building located in the Bell District. Funding for the Project is provided by 2018 and 2020 voter-approved General Obligation Bonds and 2020 and 2021 Certificate of Obligation Bonds, the Community Development Corporation Type B, and the General Fund. The design phase for the Project began in January 2021. The construction phase started in December 2022 and the Library is expected to open in the Fall of 2024.

The scope of services to be provided includes daily construction inspection, review of contractor pay estimates, witnessing construction materials testing, attending project meetings, daily reports, identification of construction deficiencies, assistance in resolution of design conflicts, and identification of potential time and money saving opportunities. These services help to ensure the project is constructed in accordance with the approved construction documents.

A Request for Proposals (RFP) was publicly advertised, and five (5) responses were received from prospective firms that provide construction inspection and observation services. The proposals were evaluated using a numerical grading criteria matrix that rates each firm’s proposal in the key areas of: “Firm Qualifications and Availability”, “Qualifications and Experience of Proposed Staff”, “Firm Project Experience” “Project Approach” and “Fees”. After reviewing, grading and ranking each firm’s proposals, ECM

International, Inc. was determined to be the firm that offered the best value for inspection and observation services for the Project. A copy of the evaluation criteria and ranking summary are attached.

Staff recommends that the City Manager be authorized to negotiate and execute an agreement with ECM International, Inc. for third-party construction inspection and observation services for the New Cedar Park Library Project in an amount not to exceed \$195,000.00.

Initiating Dept.: Engineering & Capital Projects

Fiscal Impact

Fund: F55

Budget

Budget:

☐

Finance Director Review

Legal Certification

Approved as to form and content:

☐

Yes

☐

No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ECM INTERNATIONAL, INC. FOR THIRD-PARTY CONSTRUCTION INSPECTION AND OBSERVATION SERVICES TO SUPPORT CONSTRUCTION OF THE NEW CEDAR PARK LIBRARY PROJECT IN AN AMOUNT NOT TO EXCEED \$195,000; 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 new Cedar Park Library Project will be a two-story, 47,000 square foot building capital improvement project located within the Bell District (“Project”); and

WHEREAS, pursuant to Local Government Code Chapter 252, the City solicited proposals for construction inspection and observation services for the Project utilizing a request for proposals, and received responses from three (3) prospective firms; and

WHEREAS, City staff evaluated each firm’s ability to perform the required services based on their proposals and the numerical grading criteria outlined in the request for proposals; and

WHEREAS, ECM International, Inc. ranked the highest of the qualified firms and has extensive experience with construction inspection and observation of similar projects; and

WHEREAS, staff recommends that the City Manager be authorized to negotiate and execute an agreement with ECM International, Inc. for third-party construction inspection and observation services for the Projects in an amount not to exceed \$195,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The City Manager is hereby authorized and directed to negotiate and execute an agreement with ECM International, Inc. for third-party construction inspection and observation services for the New Cedar Park Library Project in an amount not to exceed \$195,000, subject to final review by the City Attorney.

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 15th day of December 2022.

CITY OF CEDAR PARK, TEXAS

ATTEST:

James Penniman-Morin, Mayor

LeAnn M. Quinn, TRMC
City SecretaryAPPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

RESOLUTION NO. _____

New Cedar Park Library - 3rd Party Inspection Request For Proposal Evaluation Criteria		Maximum Score
1. Firm Qualifications and Availability:		10.0
Submittal Requirements Met? Page limits, electronic version		
General information provided? Contacts, office location, numbers/emails		
Did firm / individual provide how they will communicate with the City? Who will be primary contact?		
Is the current workload provided?		
Did they provide availability to perform services?		
Did the firm/team provide an overview and brief history of themselves?		
2. Qualifications & Experience of Proposed Staff:		20.0
Did they provide the names and roles of the key personnel that will be working on this project?		
Did they provide experience summaries for key personnel and indicate any that have experience on similar projects?		
Does the proposed On-site Inspector have at least five (5) years of experience providing these types of services?		
3. Project Experience:		25.0
Did they provide a narrative illustrating their expertise and any unique qualifications?		
Did the firm provide verifiable examples of at least three (3) similar projects completed in the last five (5) years?		
Does the firm / individual have experience with similar type projects?		
Does the firm / individual have experience with similar type projects in Central Texas?		
Are there Clients / References Listed?		
4. Project Approach		20.0
Brief narrative of project approach.		
Equipment provided		
Exclusions and Indemnifications		
5. Rates and Fees		25.0
Rates / Fees		
Assurance of Insurance Coverage		

**New Cedar Park Public Library
3rd Party Inspection and Observation
Request for Proposal
Evaluation Criteria Scoring Summary**

Overall Rank	Firm	1. Firm Qualifications and Availability (10 pts)	2. Qualifications and Experience of Proposed Staff (20 pts)	3. Firm Project Experience (25 pts)	4. Project Approach (20 pts)	5. Rates and Fees (25 pts)
1	ECM International	2	2	2	1	2
2	AGCM	5	1	1	2	4
3	Dial Development Services	1	4	3	3	1
4	SAFEbuilt	2	3	4	4	2
5	Masterplan	4	4	4	5	5

File Attachments for Item:

F.6 A Resolution Authorizing A Professional Services Agreement With Terracon Consultants, Inc. For Construction Materials Testing For The New Cedar Park Library Project In An Amount Not To Exceed \$80,000.



CITY COUNCIL AGENDA

December 15, 2022

Item/Subject: A Resolution Authorizing A Professional Services Agreement With Terracon Consultants, Inc. For Construction Materials Testing For The New Cedar Park Library Project In An Amount Not To Exceed \$80,000.

Commentary

The purpose of this resolution is authorize the execution of a Professional Services Agreement (PSA) with Terracon Consultants, Inc. for construction materials testing services for the New Cedar Park Library Project (“Project”). The New Cedar Park Library will be a two-story, 47,000 square foot building located in the Bell District. Funding for the Project is provided by 2018 and 2020 voter-approved General Obligation Bonds and 2020 and 2021 Certificate of Obligation Bonds, the Community Development Corporation Type B, and the General Fund. The design phase for the Project began in January 2021. The construction phase started in December 2022 and the Library is expected to open in the Fall of 2024.

Construction materials testing is performed on almost all City construction projects to ensure earthwork, concrete, asphalt, and other materials are constructed in accordance with the required specifications.

City Staff advertised a Request for Qualifications (RFQ) for geotechnical engineering and construction materials testing for the Project on November 2, 2022. The evaluation factors and ranking criteria identified in the RFQ included: qualifications and availability, proposed staff, and project experience.

Nine (9) Statements of Qualifications (SOQs) from prospective consultants on November 23, 2022. Staff graded the submitted qualifications in accordance with state statutes and the evaluation criteria stated in the RFQ. After implementing the grading matrix, Terracon Consultants, Inc. was ranked as the most highly qualified provider of the desired services.

Terracon Consultants, Inc. has completed many geotechnical engineering and construction materials testing projects in Cedar Park and the surrounding communities. Additionally, Terracon Consultants, Inc. personnel is familiar with the Bell District and the Library site through performance of geotechnical engineering soils reports for the area.

Therefore, City staff recommends execution of an agreement with Terracon Consultants, Inc. for an amount not to exceed \$80,000. A table summarizing the final rankings is provided at the end of this item.

Should the City Manager not be able to negotiate agreeable terms and fees with Terracon Consultants, Inc., pursuant to Texas Government Code 2254, the City Manager will enter into negotiation with the next most qualified design firm until an agreement is executed.

Initiating Dept: Engineering & Capital Projects

Fiscal Impact

Fund: F55

Budget

Budget:

☐

Finance Director Review

Legal Certification

Approved as to form and content:

☐

Yes

☐

No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MATERIALS TESTING FOR THE NEW CEDAR PARK LIBRARY PROJECT IN AN AMOUNT NOT TO EXCEED \$80,000; 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 new Cedar Park Library Project will be a two-story, 47,000 square foot building capital improvement project located within the Bell District ("Project"); and

WHEREAS, construction materials testing is performed to ensure earthwork, concrete, asphalt, and other materials are constructed in accordance with the required specifications; and

WHEREAS, the City issued a request for qualifications for professional design services in compliance with Texas Government Code Chapter 2254; and

WHEREAS, City staff received nine (9) Statements of Qualifications and reviewed all Statements of Qualifications in accordance with the grading criteria listed in the Request for Qualifications; and

WHEREAS, Terracon Consultants, Inc. ranked the highest of the qualified firms and has extensive experience with the design of similar projects; and

WHEREAS, City staff desires to negotiate and execute a Professional Services Agreement with Terracon Consultants, Inc. for the Project in an amount not to exceed \$80,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The City Council hereby authorizes and directs the City Manager to execute a professional services agreement with Terracon Consultants, Inc. for construction materials testing for the new Cedar Park Public Library Project in an amount not to exceed \$80,000, subject to final review by the City Attorney.

SECTION 2. In accordance with Texas Government Code 2254 for Professional and Consulting Services, the City will attempt to negotiate with Terracon Consultants, Inc. an agreement at a fair and reasonable price. If a satisfactory agreement cannot be negotiated with Terracon Consultants, Inc. for construction materials testing services, the City shall formally end negotiations with Terracon Consultants, Inc., select the next most highly qualified firm and attempt to negotiate an agreement with that firm at a fair and reasonable price. The City shall continue this process to select and negotiate with ranked firms until a contract has been executed.

SECTION 3. 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 15th day of December, 2022.

CITY OF CEDAR PARK, TEXAS

ATTEST:

James Penniman-Morin, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

**New Library
Construction Materials Testing
Statement of Qualifications
Evaluation Rankings**

Rank	Firm
1	Terracon
2	Raba Kistner
3	Rock Engineering
4	TSIT Engineering and Consulting
5	ECS Southwest
6	Braun Intertec
7	Alliance Geotechnical Group
8	Henley-Johnston & Associates
9	MEG Engineers

File Attachments for Item:

F.7 A Resolution Authorizing An Interlocal Agreement With Williamson County Emergency Services District 12 For Fire Protection, Fire Suppression, EMS, First Responder And Rescue Services.



CITY COUNCIL AGENDA

December 15, 2022

Item/Subject: A Resolution Authorizing An Interlocal Agreement With Williamson County Emergency Services District 12 For Fire Protection, Fire Suppression, EMS, First Responder And Rescue Services.

Commentary

This item authorizes the City Manager to enter into an Interlocal Agreement (“the Agreement”) with Williamson County Emergency Services District 12 (“the District”) for fire protection, fire suppression, EMS, first responder and rescue services (“Emergency Services”).

The District lies within Cedar Park’s extraterritorial jurisdiction (“ETJ”) and does not directly provide, nor possesses the capability of providing, firefighting facilities, fire suppression, emergency medical first responder and rescue services. The City of Cedar Park Fire Department, currently provides firefighting facilities, fire suppression, emergency medical first responder and rescue services to the District through an Interlocal Agreement. The current agreement is set to expire January 1, 2023.

Staff is recommending that the City enter into a new Agreement with the District through December 2033. The City currently possesses the facilities and personnel to provide the Emergency Services described above and will receive fair compensation from the District for the provision of them. Compensation shall be in an amount equal to 91% of the revenues the District would receive during the current fiscal year by adopting an ad valorem tax rate equal to the lesser of \$.10 per \$100 of assessed valuation or the Voter-Approval Tax Rate applicable to the District.

Initiating Dept: CMO

Fiscal Impact
Fund:

Budget
Amount:

☐ **Finance Director Review**

Legal Certification

Approved as to form and content:

☐ Yes ☐ No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT WITH WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT 12 FOR FIRE PROTECTION, FIRE SUPPRESSION, EMS, FIRST RESPONDER AND RESCUE SERVICES; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Williamson County Emergency Services District No. 12 (“District”), is a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48 e, Article III of the Texas Constitution and Chapter 775 of the Texas Health and Safety Code; and

WHEREAS, the District lies within the City of Cedar Park’s extraterritorial jurisdiction (“ETJ”) and does not direct provide, nor possesses the capability of providing, firefighting facilities, fire suppression, emergency medical first responder and rescue services ; and

WHEREAS, the District has the authority to enter into necessary contracts with others, including incorporated cities or towns or other government entities, whereby firefighting facilities, fire suppression, emergency medical first responder and rescue services and other services may be made available to the District, pursuant to Section 775.031 of the Texas Health and Safety Code ; and

WHEREAS, the City of Cedar Park possesses the facilities and personnel to provide firefighting facilities, fire suppression, emergency medical first responder and rescue services (“Emergency Services”) and desires to enter into an Interlocal Agreement for Fire Protection, Fire Suppression, EMS First Responder and Rescue Services (“Agreement”) with the District until December 31, 2033; and

WHEREAS, the City of Cedar Park shall receive fair compensation from the District for the provision of Emergency Services in an amount equal to 91% of the revenues the District would receive during the current fiscal year by adopting an ad valorem tax rate equal to the lesser of \$.10 per \$100 of assessed valuation or the Voter-Approval Tax Rate applicable to the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. That the City Manager is hereby authorized and directed to negotiate and execute an Interlocal Agreement for Fire Protection, Fire Suppression, EMS First

Responder and Rescue Services with the Williamson County Emergency District 12, subject to final review by the City Attorney.

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 15th day of December, 2022.

CITY OF CEDAR PARK, TEXAS

ATTEST:

James Penniman-Morin, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

File Attachments for Item:

F.8 A Resolution Authorizing A Professional Services Agreement With WSB & Associates, Inc. For Engineering Project Management Staff Augmentation Services In An Amount Not To Exceed \$250,000.



CITY COUNCIL AGENDA
December 15, 2022

Item/Subject: A Resolution Authorizing A Professional Services Agreement For Engineering Project Management Staff Augmentation Services With WSB & Associates, Inc. In An Amount Not To Exceed \$250,000.

Commentary

The purpose of this resolution is to authorize the City Manager to execute a professional services agreement for engineering project management staff augmentation with WSB & Associates, Inc. The Engineering & Capital Projects Department requires additional contract project managers to execute and deliver the capital projects included in the 2022 General Obligation Bond project list. The proposed staff augmentation would be responsible for project management activities including planning, design and construction of various types of municipal projects such as transportation, road maintenance, trails, parks, and building facilities. Funding for bond program project management services was allocated in the FY 2022 Bond Program.

Consultant staff providing project management services may be required to office at the City Hall Campus as needed or remote from the firm's office. The consultant staff project manager would work under the direction of the City's Capital Projects Manager. The term of the agreement would initially be for (1) one year. If staff recommends extending the term, a recommendation will be presented to City Council at that time. Additionally, the agreement may be terminated by the City of Cedar Park for convenience upon notice to WSB & Associates, Inc.

City Staff advertised a Request for Qualifications (RFQ) for the requested services on September 6, 2022. The evaluation factors and ranking criteria identified in the RFQ included: Submission Administrative Requirements (10%), Firm Qualifications and Availability (10%), Qualifications and Experience of Proposed Staff (50%), and Project Approach Plan (30%).

Three (3) Statements of Qualifications (SOQs) were received from prospective consultants on October 7, 2022. A selection committee consisting of representatives of internal departmental staff graded the submitted qualifications in accordance with state statutes and the evaluation criteria stated in the RFQ. After implementing the grading matrix, WSB & Associates, Inc. was ranked as the most highly qualified provider of the desired services. Following the grading process, staff negotiated a professional services agreement with WSB with a one (1) year term and a not to exceed amount of \$250,000 based on actual time and materials. Therefore, City staff recommends execution of an agreement with WSB & Associates, Inc. for an amount not to exceed \$250,000. A table summarizing the final rankings is provided at the end of this item.

WSB & Associates, Inc. has over 25 years of experience providing staff augmentation services for municipalities. WSB & Associates, Inc. has managed capital improvements programs for 35 cities including the City of Buda. In addition to the firm's experience, the staff proposed demonstrated the experience that most closely aligned with the project needs of the City.

Should the City Manager not be able to negotiate agreeable terms and fees with WSB & Associates, Inc., pursuant to Texas Government Code 2254, the City Manager will enter into negotiation with the next most qualified design firm until an agreement is executed.

Initiating Dept.: Engineering & Capital Projects

Fiscal Impact
Fund:

Budget
Budget: \$250,000

☐ **Finance Director Review**

Legal Certification

Approved as to form and content:

☐ Yes

☐ No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING PROJECT MANAGEMENT STAFF AUGMENTATION SERVICES WITH WSB & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$250,000; 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 Engineering & Capital Projects Department requires additional project managers to execute and deliver the capital projects included in the 2022 General Obligation Bond project list

WHEREAS, The proposed staff augmentation would be responsible for project management activities including planning, design and construction of various types of municipal projects such as transportation, road maintenance, trails, parks, and building facilities as required; and

WHEREAS, funding for bond program project management was allocated in the FY 2022 Bond Program; and

WHEREAS, the City issued a request for qualifications for professional design services in compliance with Texas Government Code Chapter 2254; and

WHEREAS, City staff received three (3) Statements of Qualifications and reviewed all Statements of Qualifications in accordance with the grading criteria listed in the Request for Qualifications; and

WHEREAS, WSB & Associates, Inc. ranked the highest of the qualified firms and has extensive experience with the project needs of City; and

WHEREAS, City staff has negotiated a Professional Services Agreement with WSB & Associates, Inc. for the Project in an amount not to exceed \$250,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The City Council hereby authorizes and directs the City Manager to execute a professional services agreement with WSB & Associates, Inc. for Engineering Project Management Staff Augmentation Services in an amount not to exceed \$250,000, subject to final review by the City Attorney.

SECTION 2. In accordance with Texas Government Code 2254 for Professional and Consulting Services, the City will attempt to negotiate with WSB & Associates, Inc. an agreement at a fair and reasonable price. If a satisfactory agreement cannot be negotiated with WSB & Associates, Inc. for design services, the City shall formally end

negotiations with WSB & Associates, Inc., select the next most highly qualified firm and attempt to negotiate an agreement with that firm at a fair and reasonable price. The City shall continue this process to select and negotiate with ranked firms until a contract has been executed.

SECTION 3. 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 15th day of December, 2022.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Jim Penniman-Morin, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

**Engineering Staff Augmentation
Statement of Qualifications
Evaluation Rankings**

Rank	Firm
1	WSB & Associates
2	Broadbus
3	AG CM

File Attachments for Item:

G.1 First Reading and Public Hearing Of An Ordinance Granting A Franchise Agreement To One Gas, Inc., Acting By And Through Its Texas Gas Service Company Division.



CITY COUNCIL AGENDA

December 15, 2022

Item/Subject: First Reading and Public Hearing Of An Ordinance Granting A Franchise Agreement To One Gas, Inc., Acting By And Through Its Texas Gas Service Company Division.

Commentary

This Ordinance authorizes a new franchise agreement (“Agreement”) to One Gas, Inc., acting by and through its Texas Gas Service Company Division (“Texas Gas Service”). Within Cedar Park, natural gas service is provided to the City by Atmos Energy and Texas Gas Service. The Texas Constitution prohibits entities from using public property without charging a fee. Additionally, Texas Utilities Code and Cedar Park Charter Section 10.03 authorize assessment of a fee for use of the City’s right-of-way.¹ This Agreement grants rights and permissions to Texas Gas Service to maintain its natural gas transmission and distribution system in the City’s rights-of-way in exchange for a fee (“Franchise Fee”).

The current franchise agreement with Texas Gas Service was entered into 10 years ago and is set to expire on February 8, 2023. Texas Gas Service Company serves approximately 3,000 customers in the City of Cedar Park.

Notable provisions of the draft Agreement include:

- An initial term length of ten (10) years with one optional ten (10) year renewal term.
- Granting of Franchise to Texas Gas Service, which is the non-exclusive right to utilize the City’s Right-of-Way

¹ Tex. Utilities Code, Ch. 33, and CP Charter, Art. X

- The requirement to obtain permits and comply with all applicable city codes and ordinances for all activities conducted by Texas Gas Service within the City's Right-of-Way
- Assessing a franchise fee set at five percent (5%) of gross revenues (This remains the same as the previous agreement and is comparable to franchise agreements in cities such as Pflugerville, Austin, Round Rock and Georgetown).

Approval of this item requires three (3) readings and a public hearing. Pending Council direction, this item will be read again during the 1/12/2023 and 1/26/2023 City Council Meetings.

Initiating Dept: CMO

Fiscal Impact

Fund: General Fund

Budget

Amount:

☐

Finance Director Review

Legal Certification

Approved as to form and content:

☐

Yes

☐

No **City Attorney**

Associated Information:

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO ONE GAS, INC., ACTING BY AND THROUGH ITS TEXAS GAS SERVICE COMPANY DIVISION, AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TEN (10) YEARS FROM APPROVAL AND ACCEPTANCE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC WAYS TO INSTALL, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE CITY OF CEDAR PARK, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, within the City of Cedar Park, natural gas service is provided to the City by Atmos Energy and ONE Gas, Inc., acting by and through its Texas Gas Service Company Division (“Texas Gas Service”); and

WHEREAS, the Texas Constitution Article III, Section 52 prohibits entities from giving away city property; and

WHEREAS, the Texas Utilities Code Chapter 33 and Cedar Park Charter Article X authorize the assessment of a fee for use of the City’s rights-of-way; and

WHEREAS, the City Council desires to continue granting rights and permissions to Texas Gas Service to maintain its natural gas transmission and distribution system in the City’s rights-of-way for a fee.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. DEFINITIONS

As used in this Ordinance, the following words and phrases shall have the following meanings:

- A. “City” means the City of Cedar Park, in Williamson County, Texas, a municipal corporation.
- B. “City Council” means the City Council of the City as the governing body of the City.
- C. “City Engineer” means the City Engineer of the City or such other officer of the City designated to approve engineering plans and designs for construction within Public Ways.
- D. “City Manager” means the City Manager of the City or such other chief administrative officer of the City designated to hear appeals from the decisions of other City officers.

- E. “City Secretary” means the City Secretary of the City or other such officer of the City designated to serve as the filing officer for official documents and records of the City.
- F. “Customer” means any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, or public or private entity located within the municipal corporate limits of the City and serviced by the Grantee through any use of the Public Ways.
- G. “Franchise Fee” or “Franchise Fees” shall mean the sum of fees to be paid to the City by Grantee under Section 11 of this Ordinance.
- H. “Gas Sales” means the sale of natural gas to Grantee’s Customers located within the corporate limits of the City by use of the System.
- I. “Gas Transportation” means the transportation of Transport Gas for redelivery to Customers with re-delivery points located within the corporate limits of the City.
- J. “Grantee” shall mean ONE Gas, Inc., an Oklahoma corporation acting by and through its Texas Gas Service Company division, and its successors and assigns.
- K. “Gross Receipts from Gas Sales” shall constitute and include Grantee’s total receipts from the sale, distribution or transportation of gas to Grantee’s Customers. Grantee’s Gross Receipts from Gas Sales subject to the Franchise Fee shall specifically exclude, without limitation:
- [1] receipts from gas sales or services to Customers located at delivery points outside the corporate limits of the City;
 - [2] receipts from gas consumed or transported by Grantee for its own use;
 - [3] bad debt or uncollected accounts;
 - [4] receipts collected for gas utility taxes;
 - [5] receipts for any taxes, assessments, charges or fees of any kind charged by a governmental entity and collected by Grantee from the Customer by a pass through charge on the gas bill, except for Franchise Fees and gross receipts taxes;
 - [6] receipts for construction advances or contributions in aid of construction;
 - [7] receipts for maintenance of appliances, machinery or equipment;
 - [8] receipts for compensation for damage to Grantee’s property;
 - [9] receipts from sales of materials, appliances or equipment, and

- [10] receipts from any non-regulated utility or non-regulated services or products.
- L. “Gross Receipts from Gas Transportation” shall constitute and include Grantee’s total receipts from its transportation of Transport Gas, consisting of receipts from cost of service. Grantee’s Gross Receipts from Gas Transportation subject to the Franchise Fee shall specifically exclude, without limitation:
- [1] receipts from gas transportation services to Customers located at delivery points outside the corporate limits of the City;
 - [2] receipts from gas transported by Grantee for its own use;
 - [3] bad debt or uncollected accounts;
 - [4] receipts collected for gas utility taxes;
 - [5] receipts for any taxes, assessments, charges or fees of any kind charged by a governmental entity and collected by Grantee from the Customer by a pass through charge on the gas bill, except for Franchise Fees and gross receipts taxes;
 - [6] receipts for construction advances or contributions in aid of construction;
 - [7] receipts for maintenance of appliances, machinery or equipment;
 - [8] receipts for compensation for damage to Grantee’s property; and
 - [9] receipts from any non-regulated utility or non-regulated services or products.
- M. “Permit” means the authorization to Grantee:
- [1] for the opening of the streets, avenues, alleys, other public places or Public Ways shown on maps or plans submitted by Grantee to the City Engineer, showing the streets, avenues, alleys, and other public places and the locations thereon wherein Grantee proposes to construct new mains and pipes,
 - [2] for the new construction or laying of the new mains and pipes by Grantee as shown on plans, and
 - [3] to perform all work on existing Grantee facilities or the System within the Public Ways or other City rights-of-way.
- N. “Public Ways” means the present and future public streets, avenues, boulevards, parkways, lanes, alleys, bridges, sidewalks, parks, easements, highways, and any other public place within the municipal corporate limits of the City, whether dedicated or not.

- O. “System” means Grantee’s system of mains, pipelines, conduits, valves, feeders, regulator stations, laterals, service lines, measuring devices, and all other necessary plants, attachments, land, structures, facilities and appurtenances for the purpose of selling, storing, supplying, conveying, transmitting, distributing, and/or transporting natural gas and any gas, including the equivalent substitutes, for all other lawful purposes in, through, upon, under, and along the present and future streets, avenues, alleys, bridges, sidewalks, parks, easements, highways, and any other public place within the municipal corporate limits of the City.
- P. “Term” means the period of time as described in Subsection 2(B), herein.
- Q. “Transport Gas” means gas owned or controlled by a user or its designee (i.e., gas that is purchased or otherwise acquired by a user from someone other than Grantee) and delivered by such user or its designee to Grantee at a point on Grantee’s System, such point of delivery to be defined by Grantee, and carried, delivered or transported through Grantee’s System at a point of redelivery within the municipal corporate limits of the City by Grantee to the user for a fee.
- R. “Utility Regulated Service Charges” shall consist of charges for services (but not for natural gas sales or transportation services) that:

[1] Grantee provides to its Customers located within the corporate limits of the City and

[2] which are or may, from time to time, become subject to the rate regulation of the applicable regulatory authority.

Such Utility Regulated Service Charges shall not include receipts by Grantee from its Customers in the City, if applicable, for appliance sales, appliance light-ups, maintenance of Customer equipment or facilities and any other receipts that are not legally subject to the rate regulation of the applicable regulatory authority.

SECTION 2. GRANT OF FRANCHISE

- A. The City hereby grants to Grantee for the Term, the nonexclusive right to enter upon the Public Ways to install, operate and maintain a System along, across, over and under the Public Ways for the privilege of transporting, distributing and/or selling gas to Customers and the public generally within the municipal corporate limits of the City, and including any territory that the City may hereafter annex, acquire, purchase; and to distribute, sell, store, supply, transport, carry and/or convey natural gas and any gas through Grantee’s System in the City to other cities, towns, communities and areas outside the City and to inhabitants thereof, for the full term of this Franchise Ordinance.
- B. The initial term of this Ordinance shall be for ten (10) years from the passage and approval of this Ordinance and the filing of a written acceptance by the Grantee (“Effective Date”). This Ordinance shall then be renewed automatically for one additional term of ten (10)

years unless either party gives written notice to the other at least one hundred eighty (180) days prior to the expiration of any term of either City or Grantee's intention not to renew. "Term" shall include the initial term plus any renewals.

- C. The Ordinance shall have the effect of and shall be a contract between City and Grantee and shall be the measure of the rights and liabilities of City as well as Grantee.
- D. The Franchise granted by this Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Grantee under the Texas Gas Utility Regulatory Act, as amended.

SECTION 3. FRANCHISE ASSIGNMENT OR TRANSFER

No public or private utility franchise may be transferred or assigned by its owner except with the approval of the City Council expressed by ordinance, and in accordance with the City of Cedar Park Charter.

SECTION 4. USE AND REPAIR OF THE PUBLIC WAYS

- A. Grantee's System shall be erected, placed, and laid or otherwise installed, operated and maintained in such a manner as will, consistent with reasonable necessity, least interfere with other public uses of the Public Ways. Prior to performing work in the City's Public Ways, Grantee shall first apply for and receive a permit in accordance with Cedar Park Code of Ordinances Art. 16.03, as amended and the granting of such permit shall not be unreasonably withheld.
- B. It shall not be necessary for Grantee to secure a Permit for the laying of service pipes from the mainline pipes of Grantee to its Customers.
- C. After any excavation or disturbance, Grantee shall, with due diligence and dispatch, place the Public Way in a condition in compliance with the City's reasonable standards and specifications.

SECTION 5. REGULATION OF SERVICE

The System of Grantee shall at all times be installed, operated and maintained in accordance with accepted good practice and in such condition as will enable the Grantee to furnish adequate and continuous service as required by the orders, rules and regulations of the Railroad Commission of Texas and/or other regulatory authority having jurisdiction. The requirements set forth in this Section shall not relieve Grantee of any other obligations set forth herein.

SECTION 6. DEPTH OF PIPELINES

After the operative date of this franchise, Grantee's main or lateral lines installed or replaced in Public Ways shall be installed or replaced at depths which comply with all applicable state and federal rules and regulations establishing minimum safety standards for the design, construction, maintenance and operation of pipelines.

SECTION 7. DUTY TO MOVE OR ALTER LINES

A. City reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas or other pipelines and to do or permit to be done any underground work deemed necessary and proper by the City, along, across, over or under the Public Ways. In permitting such work to be done, the City shall be liable to the Grantee for any damage to Grantee's pipelines and facilities caused by City or its agents' or contractors' negligence.

B. When Grantee is required by City to remove or relocate its mains, laterals, and other facilities to accommodate construction of streets and alleys by the City, and Grantee is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation, and such reimbursement is required to be handled through City, then Grantee's costs and expenses shall be included in any application by City for reimbursement. Grantee will provide the City its appropriate cost and expense documentation prior to the filing of the application.

C. When Grantee is required to remove or relocate its mains, laterals or other facilities to accommodate construction of streets or alleys by the City without reimbursement, Grantee shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112 of the Texas Utilities Code or any other applicable law or regulations.

D. If City shall require the Grantee to adapt or conform its System or in any way to alter, relocate or change its property to enable any other person, firm, corporation or entity (whether public or private), other than the City, to use the Public Ways, the Grantee shall be reimbursed by the person, firm corporation or entity desiring or occasioning such change for any and all loss, cost or expense occasioned thereby.

SECTION 8. INDEMNIFICATION

Grantee shall indemnify, save and hold City harmless from and against any and all claims for damages for which the City shall or might become liable to the extent caused by any negligent act or omission of Grantee, its agents or contractors in the construction and operation of the System; provided, however, that in the event of such claim or claims being prosecuted against the City, Grantee shall have the right to defend against the same, and to settle or discharge same in such manner as it may see fit, and the City shall give prompt written notice to Grantee of the presentation or prosecution of such claims. The indemnity provided for in this paragraph shall not apply to any claim or liability resulting from the acts, omissions, or negligence of the City, its employees, agents or contractors.

Grantee's undertakings shall be subject to its ability, by use of due diligence and normal business methods, to obtain and place in service the necessary materials and facilities. Moreover, Grantee shall be excused from failure or delay in performing such obligations if and to the extent occasioned by an act of nature or "act of God," fire, explosion, flood, act of a public enemy, contagion or contamination hazardous to human life or health, legal restraints, labor difficulties, material shortages, interruption or deficiency of gas supply not attributable to default of Grantee or, without limitation, any other cause or combination of causes not reasonably within Grantee's

ability to anticipate or control. Grantee shall notify the City promptly and in no case more than forty-five days of its intent to utilize this provision of this Ordinance.

SECTION 9. GRANTEE'S RULES AND REGULATIONS

The Grantee shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its facilities, the sale of its gas and the conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Texas, with the orders, rules or regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction, nor with the ordinances and regulations of the City insofar as they are consistent with the jurisdiction of the Railroad Commission of Texas and/or such other regulatory authority. Grantee shall supply natural gas and provide regulated services at the rates and under the terms and conditions specified by such rules, its tariffs filed with the City, and as provided herein.

SECTION 10. INSPECTION OF RECORDS

Grantee shall permit City or its agents to inspect, during regular business hours, the books, papers and records kept by Grantee in the ordinary course of business and pertaining to the natural gas business carried on by it in the City, such as plats, maps and atlases identifying Grantee's pipelines in the City, and the books and records necessary to verify the franchise fee payment provided for in Section 11 hereof. Notwithstanding the obligation herein, Grantee shall have the right to the reasonable protection of proprietary information and to provide redacted documents or require City or its agents to enter into such agreements pertaining to confidentiality as may reasonably protect the proprietary information of Grantee but which do not unreasonably frustrate the purposes of this Section, or conflict with applicable law. City shall promptly notify Grantee in writing of areas newly annexed into or de-annexed from the corporate limits of City, and Grantee shall update its records for the purpose of payment of franchise fees as soon as reasonably practicable after receiving such notice.

SECTION 11. CONSIDERATION FOR FRANCHISE: FRANCHISE FEE

A. As full consideration for the rights and privileges conferred by this Ordinance, Grantee agrees to pay City as follows:

- (1) Grantee shall collect the Franchise Fee from its Customers and shall pay City a Franchise Fee the sum of which is equal to five percent (5%) of the Gross Receipts received by Grantee, per billing period, from the transportation, distribution, and sale of natural gas for consumption within the municipal corporate limits of the City. The Franchise Fee shall include only Gross Receipts from Gas Sales to Customers located at delivery points inside the corporate limits of the City; Gross Receipts from Gas Transportation to Transport Gas Customers with re-delivery points located inside the corporate limits of the City; plus, Gross Receipts from Utility Regulated Service Charges. All sums due from Grantee shall be in lieu of all other franchise fees, licenses, or occupational taxes, which may be levied or attempted to be levied on Grantee by the City

- (2) Grantee shall pay such Franchise Fee collected from its Customers to the City under the terms of this Ordinance, based upon meters read on or after the effective date of this Ordinance. During the term of this Ordinance, Grantee shall collect from its Customers and pay the City by January 31st and July 31st for the preceding six months. Grantee shall include with the Franchise Fee payment a statement showing its collections of Gross Receipts from Gas Sales and Gas Transportation in the City, and Utility Regulated Service Charges in the City, including the calculation of the Franchise Fee for the subject time period. Collection and payment of Franchise Fee shall be final as to both parties unless questioned by written notice provided by one party to the other within four years after payment thereof has been made.

It is expressly agreed that the Franchise Fee payments shall be in lieu of any payments for the right to use the Public Ways or other public rights-of-way of the City, including expressly the charge permitted to be levied by the Texas Tax Code Sections 182.021-182.026 and 182.081-182.082, or any successor statute permitting such a charge, however designated. The Franchise Fee shall be in lieu of and accepted as payment of all of Grantee's obligations to pay all other franchise fees, licenses, easement or occupation taxes, levies, exactions, rentals, street-cut fees, inspection fees, right of way inspection fees, permit fees, franchise fees, easement taxes, or charges of any kind whatsoever which may be levied or attempted to be levied in general by the City for the use of City's Public Ways and other rights-of-way, with the sole exception of sales taxes, ad valorem taxes and special assessments which are made without reference to or dependence upon Grantee's franchise or occupancy of the streets and public right of way, e.g., special assessment paving liens.

The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time as it may see fit, like privileges, rights, and franchises to any other person or corporation for the purpose of furnishing gas in the City. In the event any entity (other than Grantee) providing gas sales or gas transportation service to Customers within the City is, after the Effective Date, subject to a lesser franchise fee than is required to be collected and paid by Grantee in this Ordinance, then with respect to such gas sales or transportation service to those Customers, Grantee's Franchise Fee obligation on sales or transportation service to those Customers will be reduced to a rate equal to the franchise fee rate required to be paid by such other entity. Likewise, in the event Grantee pays to any municipality in the State of Texas a franchise fee greater than Grantee's Franchise Fee pursuant to Section 11, herein, Grantee's Franchise Fee shall be increased to a rate equal to the franchise fee rate Grantee pays to such other municipality.

Unless expressly set forth herein, or otherwise provided by law, by accepting this Ordinance, Grantee does not agree to be responsible for the payment of franchise fees other than as expressly set forth herein, or for the payment of franchise fees owed to the City by any other entity, corporation or firm.

SECTION 12. CONDITIONS OF FRANCHISE

This contract, franchise, grant and privilege is granted and accepted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

To the extent that all or any other existing ordinance shall conflict with any provision of this Ordinance, this Ordinance shall prevail upon passage, adopting and acceptance of this Ordinance.

SECTION 13. INVALIDITY OF ORDINANCE

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining portions of this Ordinance, which shall remain valid and effective as if such invalid provision did not exist, although the parties shall be entitled to a judicial interpretation or construction of this Ordinance to address the validation of such provision by minimal amendment thereof. Further, should any governmental body now or hereafter having jurisdiction determine that Grantee shall not be permitted to collect in whole or in part the compensation due City by others for Transport Gas as set forth in Paragraph (2) of Subsection A of Section 11 of this Ordinance, Grantee shall thereafter have no obligation to make such payment to City and Paragraph (2) of Subsection A of Section 11 shall be of no force and effect with regard to the sale of Transport Gas.

SECTION 14. PROCEDURE TO ENACT FRANCHISE ORDINANCE

Every ordinance granting, renewing, extending, or amending a public utility franchise shall be read at three (3) regular City Council meetings and shall not be finally acted upon until thirty (30) days after the first reading. This Ordinance shall take effect and be in full force from and after its final action by the City Council and the acceptance hereof in writing by Grantee as herein provided. This Franchise Ordinance shall continue and remain in full force and effect for a period of twenty years from the effective date.

SECTION 15. ACCEPTANCE BY GRANTEE

Grantee shall have sixty days from the execution of this Ordinance within which to file in the office of the City Secretary its consent to and written acceptance of provisions and conditions of this Franchise Ordinance.

SECTION 16. REPEALER

Each and every other ordinance or part thereof which is directly in conflict with any provision herein as to the grant of a franchise for natural gas services and the regulation thereof is hereby repealed.

SECTION 17. PUBLICATION

Within ten (10) days after the first reading of the Ordinance, its full text shall be published in the official newspaper of the City, and the cost of publication shall be paid by the Grantee.

SECTION 18. SEVERABILITY

The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

READ, PASSED, ADOPTED AND APPROVED by the City Council of the City of Cedar Park, Texas, this ____ day of _____, 2022.

JAMES PENNIMAN-MORIN
Mayor

ATTEST:

LEANN M. QUINN, TRMC
City Secretary

APPROVED:

J.P. LECOMPTE
City Attorney

The above and forgoing Franchise Ordinance and the grants, franchise, powers, rights and privileges thereto were accepted by Grantee this _____, 2022.

TEXAS GAS SERVICE COMPANY, a division of ONE Gas, Inc.

By: _____
SHANTEL NORMAN
Vice President-Operations, Texas Gas Service Company

File Attachments for Item:

H.1 (2022-10-FLU) Consideration Of A Future Land Use Plan Amendment Petition Requesting An Amendment From Local Office/Retail/Commercial (LOC) To Regional Office/Retail/Commercial (REG) For Approximately 4.29 Acres Generally Located Within The 1200 Block Of Little Elm Trail.



CITY COUNCIL AGENDA
December 15, 2022

Item/Subject: (2022-10-FLU) Consideration Of A Future Land Use Plan Amendment Petition Requesting An Amendment From Local Office/Retail/Commercial (LOC) To Regional Office/Retail/Commercial (REG) For Approximately 4.29 Acres Generally Located Within The 1200 Block Of Little Elm Trail.

Staff	Andreina Dávila-Quintero, 512-401-5057, andreina.davila@cedarparktexas.gov
Owner	Volente MCS Holdings, LLC, c/o Enrique Amaro
Agent	Michael E. Burleson
City Limits	Yes
ETJ	No
Current Zoning	Heavy Industrial (HI)
Existing Future Land Use Plan	Local Office/Retail/Commercial (LOC)
Proposed Future Land Use Plan	Regional Office/Retail/Commercial (REG)
Major Corridor	Little Elm Trail
Summary of Applicant's Request	Accept a FLUP Amendment Petition to change the Future Land Use designation to Regional Office/Retail/Commercial (REG) for approximately 4.29 Acres.

This Future Land Use Plan (“FLUP”) Amendment Petition is comprised of approximately 4.29 acres of undeveloped land generally located within the 1200 block of Little Elm Trail, just south of the NOV Inc. facility, formerly National Oilwell Varco. The subject property was previously part of the NOV Inc. property prior to the extension of Little Elm Trail. It is currently zoned Heavy Industrial (HI), which was a result of the zoning district established for the NOV Inc. facility.

The 2022 Comprehensive Plan includes a FLUP that designates the subject property as Local Office/Retail/Commercial (LOC) as shown on the attached map. This petition represents a request to amend the FLUP to Regional Office/Retail/Commercial (REG). Below is a summary of how the FLUP percentages will change if amended from Local Office/Retail/Commercial (LOC) to Regional Office/Retail/Commercial (REG):

FLUP LAND USE DESIGNATION	CURRENT FLUP ACRES	PERCENT OF TOTAL ACRES	PROPOSED FLUP ACRES	PROPOSED % OF TOTAL ACRES
Local Office/Retail/Commercial (LOC)	1,446.77	6.78%	1442.48	6.76%
Regional Office/Retail/Commercial (REG)	1,944.51	9.11%	1948.80	9.13%

The subject property is located along the major arterial of Little Elm Trail southwest of its intersection with Liberty Oaks Boulevard. This portion of Little Elm Trail has been developed with a mix of single-family, townhomes and multi-family uses, as well as neighborhood and regional-serving commercial uses closer to its intersection with Lakeline Blvd as envisioned by the Comprehensive Plan. The abutting FLUP designations, zoning districts and existing land uses are summarized in the table below:

DIRECTION	FLUP	ZONING	EXISTING USES
North	Local/Office/Retail Commercial (LOC)	Heavy Industrial (HI)	NOV Inc. Facility
South	Medium Density Residential (MDR)	Development Reserve (DR) and Planned Development Open Space Recreational (PD-OR)	Open Space
East	Local/Office/Retail Commercial (LOC)	Planned Development Open Space Recreational (PD-OR)	Open Space
West	Medium Density Residential (MDR) and Public/Semi-Public (PUB)	Urban Residential (UR) and Development Reserve (DR)	Townhomes and Pedernales Electric Cooperative Inc. (PEC) Substation

Based on the submitted letter of intent, the Applicant wishes to develop the subject property with an office/warehouse for the future Volente Mosquito Control Systems facility. A concept plan of how the Applicant intends to develop the property is attached. The proposed use is permitted by right in the current Heavy Industrial (HI) zoning district; however, the additional building setback and bufferyard requirements from the adjacent residential designations significantly restrict the developable area of the subject property due to its size and shape. The proposed change in the

Future Land Use designation would allow the property to be rezoned to a more suitable commercial zoning district given its proximity to residential uses.

If the Future Land Use Plan is amended to REG as proposed, the Applicant intends to rezone the property from Heavy Industrial (HI) to General Business (GB). The proposed zoning of General Business (GB) would conform to the intended vision of the REG FLUP designation and permit the proposed use.

History

The following chart outlines the FLUP history for this property.

YEAR	FUTURE LAND USE	DESCRIPTION
1998 Comprehensive Plan	High Intensity	Supports industrial parks, employment centers, and light manufacturing
2006 Comprehensive Plan	High Density Residential	Supports multi-family and mixed use development. This category is intended to provide for more than ten (10) dwelling units per acre.
2014 Comprehensive Plan	Local Office/Retail/Commercial (LOC)	Supports light retail, service uses, and professional office for residents in the immediate vicinity.

Future Land Use Description

Descriptions of the existing and proposed Future Land Use Plan designations are provided below:

Local Office/Retail/Commercial (LOC)

This land use is suitable for light retail, service uses and professional office activities that aim to meet the needs of residents in the immediate vicinity. Building designs should be small in scale, typically one or two story and require visibility from roadways. Development should orient towards local traffic, but also allow for a comfortable pedestrian environment. Developments should be compatible with adjacent residential and be pedestrian-oriented. Additionally, landscaping is encouraged to keep the area attractive, functional and minimize negative impacts on nearby uses. Uses may include boutique retail shops, small sized restaurants and services such as financial, legal, and insurance services.

Regional Office/Retail/Commercial (REG)

This land use is compatible on larger land parcels and is suitable for a broad range of retail, service uses and professional office activities that aim to meet the needs of residents within a three to five mile radius or more. The developments in this category are typically larger in scale, more intense and are also high generators of traffic, generally more appropriate around employment centers, along 183A and RM 1431. This category is intended to incorporate a blend of nonresidential uses, such as retail shopping centers, mid-rise corporate office parks, medical campuses, and technology parks. They are characterized by large parking lots where buildings may be of multiple stories as

they highly depend on visibility from major roadways. It is encouraged that building designs within this zone be coordinated when possible. Types of uses in this land use category include business parks, hotels, and “big box” retailers.

Petition Process:

The Future Land Use Plan (FLUP) Amendment Petition process allows an applicant to present a proposal to the City Council that is inconsistent with the FLUP as adopted in the Comprehensive Plan, and solicit City Council feedback on that proposal. Each FLUP Amendment Petition will be evaluated by the City Council on its own merits. It is the responsibility of the property owner or applicant to provide evidence that the proposed FLUP amendment supports community goals and objectives as set forth within the Comprehensive Plan.

The adopted Comprehensive Plan provides that amendments to the FLUP should not be made without thorough analysis of immediate needs, as well as consideration for long-term effects of proposed amendments. The City Council will consider each proposed FLUP amendment petition carefully to determine whether it is consistent with the Comprehensive Plan's goals and policies, and whether it will be beneficial for the long-term health and vitality of Cedar Park. Upon review of the Petition materials, a FLUP amendment petition may be accepted by a majority vote of the City Council.

Acceptance by the City Council of a FLUP amendment Petition shall not constitute or guarantee approval of the proposed FLUP amendment. Acceptance of a FLUP amendment Petition only indicates an applicant may proceed through the FLUP amendment process. If the City Council does not vote to accept or table the FLUP amendment Petition, the Petition shall be deemed denied. The Applicant's materials, which include a Summary Memorandum, Statement of Comprehensive Plan Goals furthered by the Petition, and other supportive materials are attached (see Exhibit C).

Initiating Dept.: Development Services

Fiscal Impact

Account No.: N/A

Budget

Budget/Expended: N/A

Legal Certification

Approved as to form and content:

☐

Finance Director Review

☐ Yes

☐ No

City Attorney

Associated Information:

Exhibit A: Current Future Land Use Plan

Exhibit B: Proposed Future Land Use Plan

Exhibit C: Applicant's Materials in Support of Petition

Exhibit A Existing Future Land Use Plan

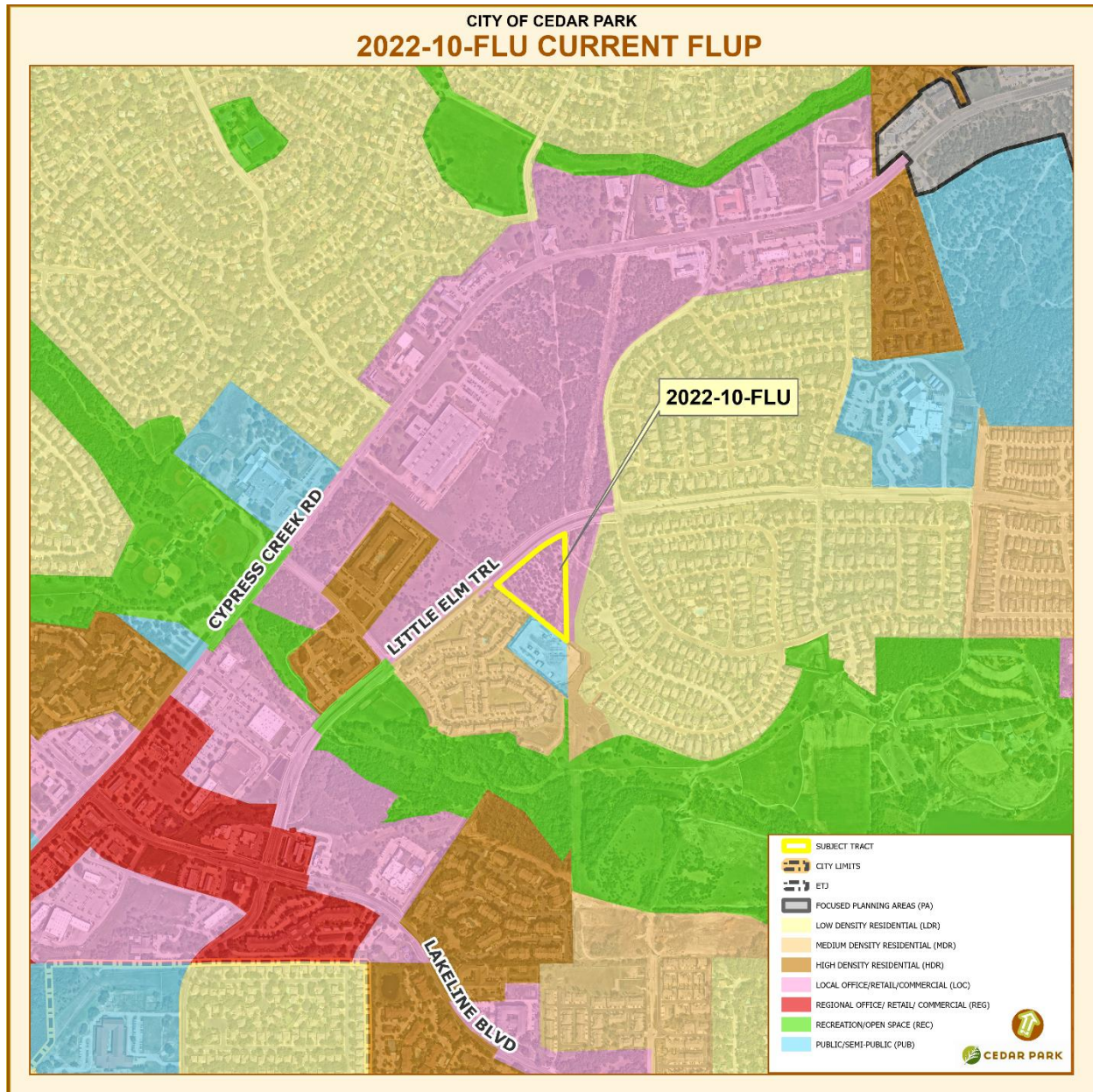


Exhibit B
Proposed Future Land Use Plan

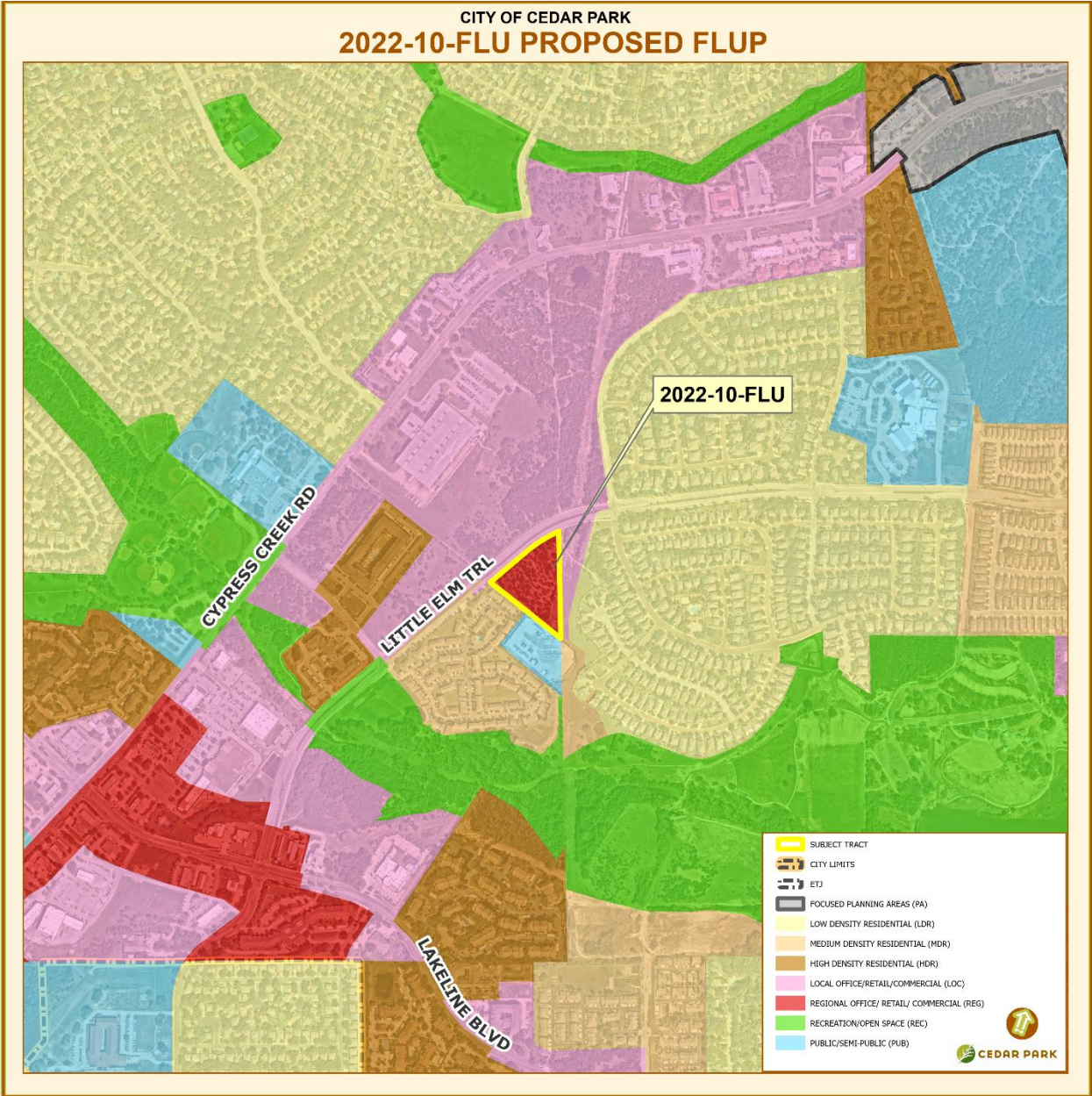


Exhibit C: Applicant's Materials

The following items are required as part of a complete Petition. Items in italics have been submitted but are not included in the attached.

1. *Proof of property ownership.*
2. An aerial map clearly depicting the subject property and surrounding properties; the same or additional map should identify the property's current FLUP designation and the designation of surrounding properties.
3. Letter of Request. A Letter of Request from the owner/applicant outlining the justification for the proposed FLUP amendment. The Letter shall include:
 - a) How the proposed change will enhance the site and the surrounding area;
 - b) Whether the necessary infrastructure is already in place or how this will be provided;
 - c) How the proposed change reflects the vision identified by the Future Land Use Plan;
 - d) Whether or how the subject property is compliant with surrounding land uses and zoning;
 - e) How the proposed land use impacts adjacent areas – whether the proposed land use impacts existing areas and uses in a negative manner a compatible manner, or enhances adjacent areas;
 - f) Whether uses adjacent to the proposed land use are similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility. If adjacent uses are dissimilar, how compatibility will be addressed;
 - g) How the proposed land use presents a better benefit to the public health, safety and welfare of the community than the current designation of future land use; and
 - h) How the proposed land use contributes to the City's long-term economic well-being.
4. Statement of Relevant Goals and Objectives. This Statement from the applicant identifies which goals and objectives of the Comprehensive Plan are supported by the proposed land use change, and how they are supported or strengthened by the proposal.
5. Proposed Land Use and Development Information. This includes information on proposed land uses, building intensity, building height, building area, density, number of non-residential or residential dwelling units, etc.
6. Identification of unique characteristics of the area that supports the proposed land use and any additional maps or other information from the applicant to support the proposed Amendment.
7. *Scan of completed Owner's Acknowledgement.*

CEDAR PARK**Development Services Intake**

450 Cypress Creek Road, Building 2

Cedar Park, TX 78613

Office: 512-401-5100

Fax: 512-258-1471

Project Name: _____

Submittal Date: _____

SFP Permit #: _____

(City will assign)

FLUP**FUTURE LAND USE PETITION**

APPLICATION & CHECKLIST

ABOUT FUTURE LAND USE PLAN AMENDMENT PETITIONS

- » The Comprehensive Plan, which includes the Future Land Use Plan (FLUP), was adopted by the City Council in November 2014. At times, the City may encounter a development proposal that does not directly reflect the purpose and intent of the land use pattern shown on the FLUP. In order for the City Council to consider a development proposal that is inconsistent with the FLUP, a property owner must submit a FLUP Amendment Petition, which may be considered based upon the Letter of Request, Statement of Relevant Goals and Objectives, and other supporting materials, as described on Page 2. Each FLUP Amendment Petition will be evaluated by the City Council on its own merits. It is the responsibility of the property owner or applicant to provide evidence that the proposed FLUP amendment supports community goals and objectives as set forth within the Comprehensive Plan.
- » The adopted Comprehensive Plan provides that amendments to the FLUP should not be made without thorough analysis of immediate needs, as well as consideration for long-term effects of proposed amendments. The City Council will consider each proposed FLUP Amendment Petition carefully to determine whether it is consistent with the Comprehensive Plan's goals and policies, and whether it will be beneficial for the long-term health and vitality of Cedar Park. Upon review of the Letter of Request, Statement of Relevant Goals and Objectives, and other supporting materials, a FLUP Amendment Petition may be accepted by a majority vote of the City Council. Acceptance of a FLUP Amendment Petition by the City Council indicates an applicant may proceed through the FLUP amendment process.
- » While city staff may review the petition for completeness and accuracy, city staff does not make a recommendation to the City Council as to whether a FLUP Amendment Petition should be accepted.
- » **ACCEPTANCE BY THE CITY COUNCIL OF A FLUP AMENDMENT PETITION SHALL NOT CONSTITUTE OR GUARANTEE APPROVAL OF THE PROPOSED FLUP AMENDMENT. ACCEPTANCE OF A FLUP AMENDMENT PETITION ONLY INDICATES AN APPLICANT MAY PROCEED THROUGH THE FLUP AMENDMENT PROCESS. IF THE CITY COUNCIL DOES NOT VOTE TO ACCEPT OR TABLE THE FLUP AMENDMENT PETITION, THE PETITION SHALL BE DEEMED DENIED. ACCEPTANCE OF A FLUP AMENDMENT PETITION SHALL BE VALID FOR A MAXIMUM OF 18 MONTHS FROM CITY COUNCIL CONSIDERATION UNLESS A PUBLIC HEARING FOR THE FLUP AMENDMENT HAS BEEN HELD BEFORE THE PLANNING AND ZONING COMMISSION. ANY SUBSTANTIVE CHANGES TO ORIGINAL FLUP AMENDMENT PETITION MUST BE SUBMITTED FOR RECONSIDERATION BY CITY COUNCIL.**

INSTRUCTIONSAll required materials completed and uploaded to www.mygovernmentonline.org

- ☒ Contact Planning Staff (450 Cypress Creek Road, Building 1 / Telephone: 512-401-5082) to discuss the proposed FLUP amendment prior to submission of a petition;
- ☒ Upload all required materials to www.mygovernmentonline.org

CEDAR PARK**Development Services Intake**

450 Cypress Creek Road, Building 2

Cedar Park, TX 78613

Office: 512-401-5100

Fax: 512-258-1471

PROJECT INFORMATIONProject Name: Volente MCS Holdings BuildingProposed Amendment: From: HI - LOC To: GB - REGProject Location/Address: 1200 Block of Little ElmProject Legal Description: S6153 - Sweco Industrial Tract, Lot 1 PT, ACRES 4.292**REQUIRED ITEMS FOR CITY COUNCIL CONSIDERATION OF FLUP PETITION**

- ☒ Proof of property ownership. Copy of deed or other documentation establishing ownership by and individual or entity. If owned by an entity, including a partnership, documentation that the person signing the Owner's Acknowledgment has the authority to do so.
- ☒ An aerial map clearly depicting the subject property and surrounding properties; the same or additional map should identify the property's current FLUP designation and the designation of surrounding properties.
- ☒ Letter of Request. A Letter of Request from the owner/applicant outlining the justification for the proposed FLUP amendment. The Letter shall include:
 - ☒ How the proposed change will enhance the site and the surrounding area;
 - ☒ Whether the necessary infrastructure is already in place or how this will be provided;
 - ☒ How the proposed change reflects the vision identified by the Future Land Use Plan;
 - ☒ Whether or how the subject property is compliant with surrounding land uses and zoning;
 - ☒ How the proposed land use impacts adjacent areas – whether the proposed land use impacts existing areas and uses in a negative manner, or enhances adjacent areas;
 - ☒ Whether uses adjacent to the proposed land use are similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility. If adjacent uses are dissimilar, how compatibility will be addressed;
 - ☒ How the proposed land use presents a better benefit to the public health, safety and welfare of the community than the current designation of future land use; and
 - ☒ How the proposed land use contributes to the City's long-term economic well-being.
- ☒ Statement of Relevant Goals and Objectives. This Statement from the applicant identifies which goals and objectives of the Comprehensive Plan are supported by the proposed land use change, and how they are supported or strengthened by the proposal.
- ☒ Proposed Land Use and Development Information. This includes information on proposed land uses, building intensity, building height, building area, density, number of non-residential or residential dwelling units, etc.
- ☒ Identification of unique characteristics of the area that supports the proposed land use and any additional maps or other information from the applicant to support the proposed Amendment.
- ☒ Scan of completed Owner's Acknowledgment (following page).

CEDAR PARK**Development Services Intake**

450 Cypress Creek Road, Building 2

Cedar Park, TX 78613

Office: 512-401-5100

Fax: 512-258-1471

OWNER'S ACKNOWLEDGMENT & DESIGNATION OF AGENT

The signature of the property owner or owners is required. If the property owner information does not match appraisal district records, documentation verifying the change in ownership must be provided.

By signing, the owner indicates consent to the submittal of this petition. If the owner designates an agent to facilitate the petition, both owner and agent must sign this acknowledgment. Signatures certify that the applicant and his agent, if so designated, has reviewed the requirements of this petition and acknowledges that the acceptance of the proposed amendment petition by the City Council does not grant the requested FLUP amendment or guarantee such approval by the Planning and Zoning Commission or City Council when the amendment is presented for consideration. **Acceptance** of a FLUP amendment petition shall be **valid 18 months** from City Council consideration unless a public hearing for the FLUP amendment has been held before the Planning and Zoning Commission and any substantive changes to original submission must be submitted for reconsideration by City Council.

Note: the agent is the official contact person for this petition and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

☐ I will represent my petition before the City Council.

☒ I hereby authorize the person named below to act as my agent/applicant in processing this petition before the City Council.

Owner's Name (Printed): Enrique Amaro, Partner in Volente MCS Holdings LLC

Owner's Address: 13200 Pond Springs Rd, Suite A 106, Austin, TX 78729

Owner's Phone: 512-844-0171 Cell: _____ Email: camaro@mcsaustin.com

Owner's Signature: Enrique Amaro Date: 11/09/2022

The signature of the owner authorizes City of Cedar Park staff to visit and inspect the property for which this application is being submitted and that all required documents are provided in this submittal. Note: The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

Agent's Name (Printed): Michael E Burleson

Agent's Address: 2202 Portwood Bend Cove; Cedar Park, TX 78613

Agent's Phone: 512-426-1795 Cell: _____ Email: MikeB.BlueSky@gmail.com

Agent's Signature: Michael Burleson Date: 11/09/2022

The signature of the owner authorizes City of Cedar Park staff to visit and inspect the property for which this application is being submitted and that all required documents are provided in this submittal. Note: The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.



Completed Document Audit Report

Completed with SignWell.com

Title: Future-Land-Use-Plan-Amendment-Petition-PDF

Document ID: 0d62da62-52bf-4c09-a00b-639be73aaaed

Time Zone: (GMT+00:00) Coordinated Universal Time

Files

Future-Land-Use-Plan-Amendment-Petition-PDF.pdf

Nov 09, 2022 14:54:59 UTC

Activity

 Allison Vail	created the document	Nov 09, 2022 14:57:04 UTC
IP: 132.147.144.85		
 Allison Vail	re-sent the document to mikeb.bluesky@gmail.com and camaro@mcsaustin.com	Nov 09, 2022 15:05:00 UTC
IP: 132.147.144.85		
 Michael Burleson	first viewed document	Nov 09, 2022 15:37:23 UTC
IP: 107.77.222.98		
 Michael Burleson	signed the document	Nov 09, 2022 15:37:45 UTC
IP: 107.77.222.98		
 Enrique Amaro	first viewed document	Nov 09, 2022 16:03:09 UTC
IP: 24.55.12.92		
 Enrique Amaro	signed the document	Nov 09, 2022 16:05:13 UTC
IP: 24.55.12.92		

November 6, 2022

Andreina Davila-Quintero, AICP
Assistant Director of Development Services
Development Services
City of Cedar Park
450 Cypress Creek Road, Bldg. 1
Cedar Park, TX 78613

Re: Letter of Request for Future Land Use Amendment Petition for 4.29 acres with Williamson Central Appraisal District property ID R543523, which was previously owned by NOV before Little Elm St was constructed. Volente MCS Holdings LLC purchased the property in April 2022. A current street address has not yet been assigned for this piece of land.

Address: 1200 block of Little Elm St
Extent: 4.29 Acres
Current Zoning: HI
Proposed Future Land Use: GB

Dear Andreina,

I am the Project Manager representing Volente MCS Holdings LLC (the "Owner") of the above-referenced Property. Volente MCS Holdings LLC is seeking a Future Land Use Plan Amendment to change the FLUP designation from Office/Retail/Commercial (LOC) to Regional Office/Retail/Commercial (REG), allowing for GB zoning.

Comments from the Assistant Director of Development Services via email on October 13, 2022:

Based on our last discussion, it appears that the proposed use falls under the City's definition of Office/Showroom/Warehouse, which is defined as "An establishment with a maximum of 75 percent of its total floor area devoted to storage and warehousing, but not accessible to the general public. The remaining area may include retail and wholesale sale areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas. This use does not include processing, manufacturing or fabrication conducted on-site, but may include the light assembly of merchandise." This use is permitted by right in the General Business (GB) zoning district; this zoning district is compatible with the Future Land Use designation of Regional Office/Retail/Commercial (REG).

The Local Office/Retail/Commercial (LOC) designations accommodates local businesses and similar uses that serve the residents in the immediate area and thus is more

suitable for light retail, service uses and professional office. Zoning districts that are compatible with this designation include districts like Neighborhood Business (NB), Local Business (LB) or Professional Office (PO). The Office/Showroom/Warehouse use is not permitted in any of these zoning districts. Because of this, rezoning to at a minimum General Business (GB) would be needed, which triggers the amendment to the Future Land Use Plan.

1) **Proof of Ownership** – Exhibit A – Copy of Tax Statement and Certificate of Status

2) **Aerial Map** – Exhibit B – Maps showing the Future Land User of Regional Office/Retail/Commercial (REG) with Property ID overlaid.

3) **Site Enhancement:**

The proposed change will enhance the site and surrounding area. Currently the proposed site is Zoned HI. The new building will a showplace for the community. The site would be enhanced by attractive landscaping and required buffering between single family residential uses and apartments, sidewalks along front of the building, a façade featuring a customer entrance, and general parking. Landscaping will be provided to keep the area appealing and minimize the negative impacts on nearby homes.

4) **Infrastructure:**

Necessary water and wastewater infrastructure is already in place along Little Elm St. The site currently has a 16" domestic water line with an 8" stub to the property. There is a manhole located on Little Elm for wastewater at the entry to the site. These sizes should be adequate to serve our needs. The owner will continue to follow the City of Cedar Park water and wastewater connection detail for regulations for sidewalks, connection to water/wastewater, and provide required detention and water quality to support this property.

A main electric line, provided by Pedernales Electric Co-Op (PEC), is available to the property. A request is being made with PEC to confirm electrical capacity for our site.

5) **Future Land Use Plan Vision:**

The proposed change reflects the vision identified by the Future Land Use Plan (FLUP). This will align with the City goals of both – commercial development that brings in more revenue to keep property taxes low for its citizens and build housing that the City needs. The City's comprehensive plan consists of future land uses that should "promote Cedar Park as a prime destination for families and businesses".

6) **Compliance with Surrounding Land Uses and Zoning**

The subject Property is compliant and compatible with the surrounding land uses and zoning. The Regional Office/Retail/Commercial (REG) category is intended for larger parcels and surrounding land uses with a broad range of retail/service uses, and professional office activities that meet needs within 3-5 miles. While developments in this category are typically larger in scale, more intense, and high traffic generators, it is also intended to blend non-residential uses such as retail shopping centers, mid-rise corporate office parks, medical campuses, and technology parks. The uses are characterized by large parking lots and may be multiple stories as they are highly dependent on visibility from major roadways. Types of uses in this land use category include business parks, hotels and “big-box” retailers.

While this property is currently within the Local office/retail/commercial category, the property is adjacent to apartments on the south, residential homes to the north, PEC sub-station to the southeast, and a green belt to the east. These adjacent areas near our property are permitted and occupied. The surrounding neighborhoods are zoned a mix of SU (Semi-Urban Residential), and PD (Planned Development).

The proposed change to the FLUP would allow the area to remain compatible with nearby residential uses and would provide a commercial use that would integrate into the existing zoning.

The REG commercial use we have requested is compatible with and complementary to the surrounding land uses and zoning. Further, compatibility with the neighboring uses will be addressed in multiple ways: We will respect all city buffers between commercial and residential zones. All site lighting will have shielding to minimize impact to neighbors.

7) Impact on Adjacent Areas

The proposed land use will have a positive impact on existing areas and enhance adjacent areas by adding commercial development to the entire parcel within a zoning area that allows commercial to occur. Commercial development will bring in addition jobs to the area, tax revenue, and property tax revenue to the City. To reduce any potential negative impact on surrounding uses, the Property will utilize on-site water quality/detention and landscaping to provide appropriate screening. Additionally, there will be no traffic impact to the area.

8) Similarity to Adjacent Uses

The development will maintain some existing trees to provide a look that is cohesive to the vision of Cedar Park and will propose architecture like the adjacent uses along Little Elm. Landscaping will be provided to keep the area attractive and minimize the negative impact on nearby uses.

9) Benefit to Public Health, Safety, and Welfare

The proposed land use presents a better benefit to the welfare of the community than the current Zoning designation because it provides for an economically viable development for this area. The current HI Zoning makes it an island with no access to neighborhood rooftops. The clear separation between residential and commercial lends itself to changing the zoning to GB to enable reaching out to the broader market on Little Elm.

Additionally, the development will provide an on-site water quality/detention pond to address drainage proposed by the development so as not to negatively impact anyone downstream. Moreover, the project will strive to keep existing large trees on site thus remaining harmonious with native landscaping and introduce additional landscaping for screening and beautification of the site.

10) Contribution to City's Long-Term Economic Well-Being

The proposed land use contributes to the City's long-term economic well-being. While it is a change to future land use, the requested change is due to the changes proposed to fit our business.

The proposed land use will align with the City's goals of both – commercial development that brings in more revenue to keep property taxes low for its citizens and build housing that the City needs.

Commercial development will bring additional jobs to the area, tax revenue and property tax revenue for the City.

Without this change, the HI zoning currently in place will not allow the applicant to economically develop the property and thereby generate the desired revenue for the City in terms of taxes.

Approval of the proposed GB zoning and Future Land Use designation of Regional Office/Retail/Commercial (REG) is a fair way to allow the development of this property and maintain the desired FLUP objectives adopted by the City of Cedar Park.

Sincerely,

Michael Burleson
PP Allison Vail

Blue Sky Company, LLC

Michael Burleson

Allison Vail

ARCHITECTS
Block 16/SKB
ARCHITECTURE
3708 Spicewood
Austin, TX 78759
T 512.916.0041
www.skbatch.com

**MOSQUITO CONTROL
SYSTEMS**

Little Elm Trail
Cedar Park, TX 78613

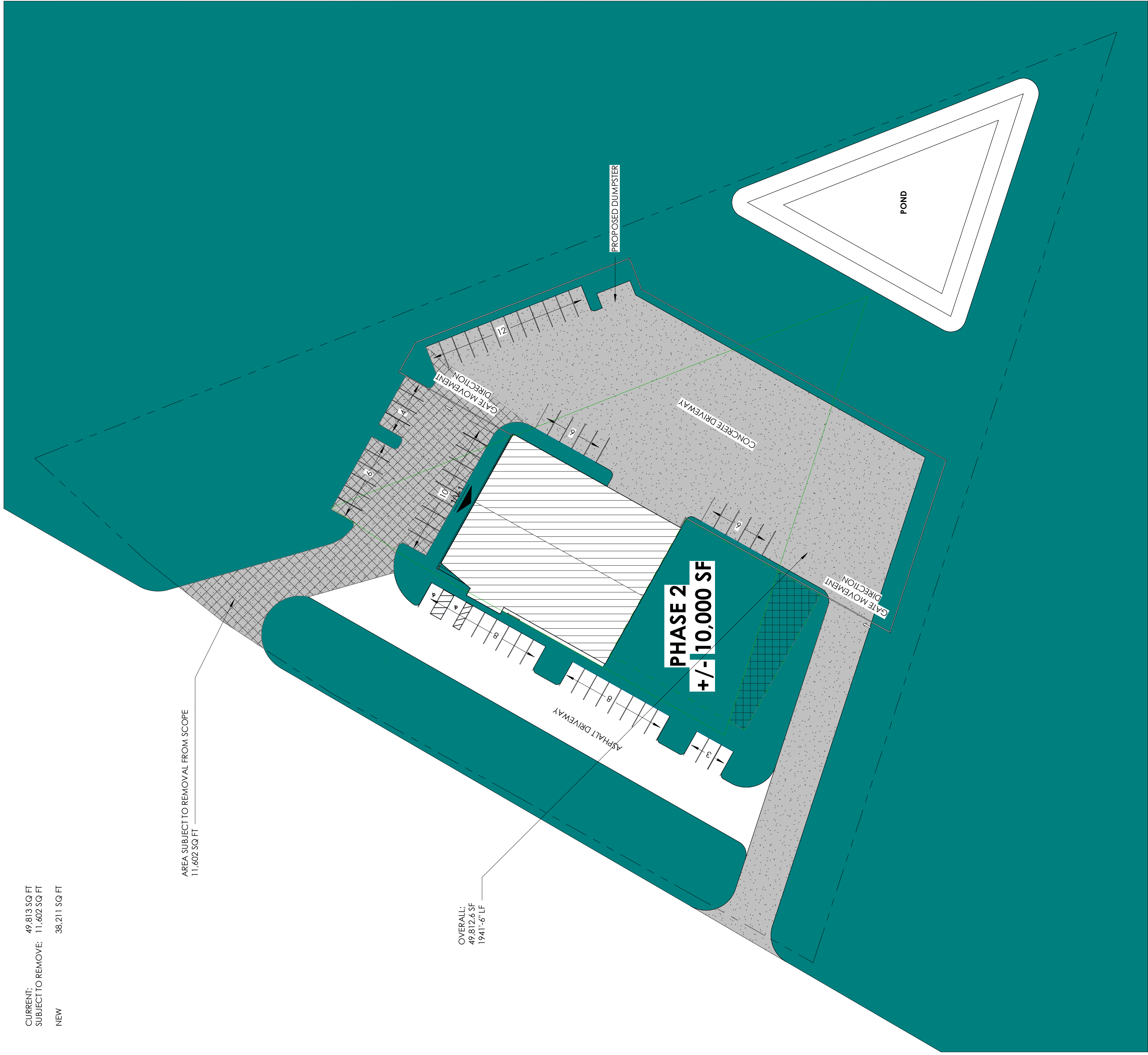
ISSUED

Drawing Title:

CONCRETE DRIVE BREAKDOWNS

Drawn: Author
Date: 08/26/22
Scale: 1" = 40'-0"
Proj: 1637

SK-1



CURRENT;	49,813 SQ FT
SUBJECT TO REMOVE;	11,602 SQ FT
NEW	38,211 SQ FT

AREA SUBJECT TO REMOVAL FROM SCOPE
11,602 SQ FT

OVERALL;
49,812.6 SF
1941'-6" LF

PHASE 2
+/- 10,000 SF

POND

ARCHITECTURAL SITE PLAN COMPUTATIONS

1 COMPUTE 1" = 40'-0"

File Attachments for Item:

H.2 Consideration Of A Resolution Authorizing An Agreement With Fazzone Construction Company, Inc. For Construction Of The Brushy Creek North Fork Trail Project In An Amount Not To Exceed \$2,973,819.



CITY COUNCIL AGENDA

December 15, 2022

Item/Subject: Consideration Of A Resolution Authorizing An Agreement For Construction Of The Brushy Creek North Fork Trail Project With Fazzone Construction Company, Inc. In An Amount Not To Exceed \$2,973,819.

Commentary

The purpose of this item is to authorize an agreement for the construction of the Brushy Creek North Fork Trail Project (“Project”). The Project consists of the construction of an approximately three-mile concrete shared-use trail along the North Fork of Brushy Creek stretching from Parmer Lane near Whitestone Blvd to the Brushy Creek Regional Trail. The project includes, but is not limited to grading, concrete pathway, drainage improvements, culverts, handrails, retaining walls, lighting, and fencing. This project is funded through a combination of Federal Grant allocations administered by Capital Area Metropolitan Planning Organization (CAMPO) and Texas Department of Transportation (TxDOT) as well as the Community Development Corporation Type B (4B) funds.

This Project was procured using the competitive sealed bidding method (CSB) in accordance with Chapter 2269 of the Government Code, and as required for federal funding eligibility. CSB is a procurement method by which a governmental entity advertises a request for bids for a construction contract, which includes the construction documents, estimated budget, project scope, estimated project completion date, and other information, then receives competitive bids and awards the contract to the lowest responsible bidder.

Eight (8) bids from contractors were received and read in public on August 26, 2022. A selection committee consisting of representatives of internal departmental staff and the design consulting firm reviewed the submitted bids in accordance with the state statute. After reviewing all bids, Fazzone Construction Company, Inc. provided the lowest responsive bid. In accordance with the Federal Project Authorization and Agreement

(FPAA), TxDOT has provided concurrence of the recommendation to award the project to Fazzone Construction Company, Inc. Therefore, City staff recommends execution of an agreement for construction of the Brushy Creek North Fork Trail Project with Fazzone Construction Company, Inc. for an amount not to exceed \$2,973,819. A table summarizing the responsive bids and the overall ranking is attached to this memo.

Fazzone Construction Company, Inc.'s bid of \$2,973,819 is within the construction budget for the project.

Initiating Dept: Engineering

Fiscal Impact

Fund: P28

Budget

Budget: \$2,973,819

☐ **Finance Director Review**

Legal Certification

Approved as to form and content:

☐ Yes

☐ No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR CONSTRUCTION OF THE BRUSHY CREEK NORTH FORK TRAIL PROJECT WITH FAZZONE CONSTRUCTION COMPANY, INC. IN AN AMOUNT NOT TO EXCEED \$2,973,819; 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 Brushy Creek North Fork Trail Project, the “Project”, consists of the construction of an approximately three-mile concrete shared-use trail along the North Fork of Brushy Creek stretching from Parmer Lane near Whitestone Blvd to the Brushy Creek Regional Trail; and

WHEREAS, the Project includes, but is not limited to grading, concrete pathway, drainage improvements, culverts, handrails, retaining walls, lighting, and fencing; and

WHEREAS, the Project is funded through a combination of Federal Grant allocations administered by Capital Area Metropolitan Planning Organization (CAMPO) and TxDOT as well as Cedar Park’s Community Development Corporation Type B (4B) funds; and

WHEREAS, City staff advertised a request for competitive bids, in accordance with Texas Government Code Chapter 2269, subchapter C; and

WHEREAS, eight (8) bids were received and their corresponding cost proposals were read aloud on August 26, 2022; and

WHEREAS, a selection committee reviewed the responsive bids in accordance with state statute; and

WHEREAS, Fazzone Construction Company, Inc. was determined to be the lowest responsible bidder; and

WHEREAS, City staff recommends execution of an agreement for construction of the Project with Fazzone Construction Company, Inc. in an amount not to exceed \$2,973,819; and

WHEREAS, TxDOT concurs with the recommendation to select Fazzone Construction Company, Inc. for the construction of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The City Council hereby authorizes and directs the City Manager to negotiate and execute an agreement for construction of the Brushy Creek North Fork Trail Project with Fazzone Construction Company, Inc. in an amount not to exceed \$2,973,819, subject to final review by the City Attorney.

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 15th day of December, 2022.

CITY OF CEDAR PARK, TEXAS

ATTEST:

James Penniman-Morin, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

**Brushy Creek North Fork Trail
Project Competitive Sealed Bid
Evaluation Ranking Summary**

Rank	Offeror	Base Cost Proposal
1	Fazzone Construction Co.	\$2,973,819.00
2	A Greater Austin Development Co.	\$3,447,334.00
3	Patin Construction	\$3,783,100.00
4	Keeley Construction	\$3,982,745.00
5	JKB Construction	\$3,990,897.93
6	Yoko Excavating	\$3,994,510.54
7	Muniz Concrete and Contracting	\$4,857,326.65
8	Aaron Concrete Contractors	\$5,966,319.00

File Attachments for Item:

H.3 Consideration Of A Resolution Authorizing An Agreement For The Collection, Hauling Recycling And Disposal Of Household Hazardous Waste Between The City Of Cedar Park And Doliver Enterprises, LLC., dba HHW Solutions.



CITY COUNCIL AGENDA
December 15, 2022

Item/Subject: Consideration Of A Resolution Authorizing An Agreement For The Collection, Hauling, Recycling And Disposal Of Household Hazardous Waste Between The City Of Cedar Park And Doliver Enterprises, LLC., dba HHW Solutions.

Commentary

At the request of the City of Cedar Park City Council, City staff has researched more sustainable and convenient options for residents to responsibly dispose of Household Hazardous Waste (“HHW”).

The City has been hosting annual one-day HHW collection events since 2007 in an effort to provide residents with an environmentally responsible method of disposing of HHW. The event is typically held during a four-hour period on a Saturday in April or May and usually requires participants to wait in lengthy lines to dispose of their items at a significant cost to the City. The 2022 event served 2,144 vehicles at a cost of \$143,272.

After researching various collection options, staff recommends that the City of Cedar Park enter into an Agreement with Doliver Enterprises, LLC., dba HHW Solutions to provide HHW porch-collection services to residents within the City limits of Cedar Park that currently have City-provided solid waste and recycling collection service.

This service would provide for more frequent and convenient collection and disposal of all of the same items that would be accepted at the City’s annual event, at a rate of \$1.05 per solid waste customer per month. The City’s budget currently allows \$50,000 to be spent annually on HHW services. Staff is proposing that this \$50,000 be utilized to offset the cost to residents by \$0.19 each month, which would reduce cost to each household to \$0.86 per month.

Including other rate components and sales tax, the customer's total monthly charge for service will increase from \$22.03 to \$22.96.

Per Texas Local Government Code Chapter 252, HHW services would be required to be bid out because the amount the City is subsidizing the cost of the services exceeds \$50,000. However, in considering the exemptions to the bidding requirements more thoroughly, the City's Legal Department is comfortable relying on the exemption for procurements "necessary to preserve or protect the public health or safety of the municipality's residents." (Tex. Loc. Gov't Code Section 252.022). The Texas Fourth Court of Appeals found the "collection, hauling, and disposal of solid waste material on behalf of the City to a private corporation" is exempt from the bidding requirements under this particular exemption in state law.

If Council approves this Agreement, Doliver Enterprises, LLC., dba HHW Solutions would be able to begin service to Cedar Park residents on February 1, 2023.

Initiating Dept: Public Works

Fiscal Impact

Fund: Utility 202-111 Community Programs

Budget

Budget: \$50,000 annually (budgeted)

Legal Certification

Approved as to form and content:

☐ **Finance Director Review**

☐ Yes ☐ No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AN AGREEMENT FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE BETWEEN THE CITY OF CEDAR PARK AND DOLIVER ENTERPRISES, LLC., DBA HHW SOLUTIONS; 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 City of Cedar Park (“City”) has been hosting annual one-day Household Hazardous Waste (“HHW”) collection events since 2007 in an effort to provide residents with an environmentally responsible method of disposing of HHW. The event is typically held during a four-hour period on a Saturday in April or May and usually requires participants to wait in lengthy lines to dispose of their items at a significant cost to the City; and

WHEREAS, the one-day events have become unsustainable due to high demand and large volumes collected; and

WHEREAS, City staff has researched more sustainable and convenient options for residents to responsibly dispose of HHW; and

WHEREAS, after researching various collection options, staff recommends that the City of Cedar Park enter into an Agreement with Doliver Enterprises, LLC., dba HHW Solutions to provide HHW porch-collection services to residents within the City limits of Cedar Park that currently have City-provided solid waste and recycling collection service

WHEREAS, the Doliver Enterprises, LLC., dba HHW Solutions monthly per-household monthly rate is \$1.05 monthly to provide for HHW collection services; and

WHEREAS, the City of Cedar Park’s annual budget allows \$50,000 to be utilized for HHW collection services, and City staff is proposing that the \$50,000 be utilized to offset the monthly fee to residents by \$0.19 per household, resulting in a rate of \$0.86 per month per household; and

WHEREAS, per Texas Local Government Code Chapter 252, HHW services would be required to be bid out because the amount the City is subsidizing the cost of the services exceeds \$50,000. However, in considering the exemptions to the bidding requirements more thoroughly, the City’s Legal Department is comfortable relying on the exemption for procurements “necessary to preserve or protect the public health or safety of the municipality’s residents.” (Tex. Loc. Gov’t Code Section 252.022). The Texas Fourth Court of Appeals found the “collection, hauling, and disposal of solid waste material on behalf of the City to a private corporation” is exempt from the bidding requirements under this particular exemption in state law

WHEREAS, provided this Agreement is approved by City of Cedar Park City Council, HHW collection services can begin February 1, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. That the City Council hereby authorizes and directs the City Manager to execute an Agreement for the Collection, Hauling, Recycling and Disposal of Household Hazardous Water between the City of Cedar Park and Doliver Enterprises, LLC. dba HHW Solutions, subject to final review by the City Attorney.

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 15th day of December, 2022.

CITY OF CEDAR PARK, TEXAS

ATTEST:

James Penniman-Morin, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

File Attachments for Item:

H.4 Consideration Of A Resolution Authorizing A Special Exception Pursuant To Cedar Park Code Of Ordinances Article 8.08 Noise Regulations For The Haute Spot Venue New Year's Eve Celebration.



CITY COUNCIL AGENDA

December 15, 2022

Item/Subject: A Resolution Authorizing A Special Exception Pursuant To Cedar Park Code Of Ordinances Article 8.08 Noise Regulations For The Haute Spot Venue New Year's Eve Celebration.

Commentary

The attached Resolution grants a Special Exception to Cedar Park Code of Ordinances, Section 8.08.003(b), which prohibits the making of a noise which exceeds 75 dB(A) or 85 dB(C) on a Saturday between the hours of 7:00 A.M. and 11:00 P.M. and 65 dB(A) or 75 dB(C) on a Saturday between the hours of 11:00 P.M. and 7:00 A.M of the following day.

The Special Exception will apply to the Haute Spot Venue New Year's Eve Celebration that is to be conducted outdoors at 1501 East New Hope Drive, Cedar Park, Texas. The proposed event will feature live music and will make use of a sound system. Allowing for sound check at 4:00 P.M., Haute Spot anticipates an 8:00 P.M. start on Saturday, December 31, 2022 and a 12:15 A.M. end time on Sunday, January 1, 2023.

The Associated Information section of this report contains the application in which Haute Spot details the reasons for requesting the Special Exception for the event from 8:00 P.M. on a Sunday to 12:15 A.M. on a Sunday, and outlining the steps that will be taken to ensure the noise does not exceed the requested decibel level special exception.

Cedar Park Code of Ordinances Section 8.08.004 provides that the City Council shall not approve a Special Exception unless the City Council is satisfied that:

- 1) Noise levels occurring during the period of the Special Exception will not constitute a danger to public health;
- 2) Compliance with the restrictions under Article 8.08 would impose an unreasonable hardship on the applicant or the public without greater benefits to the public; and
- 3) The applicant has fully complied with the application procedures.

Section 8.08.004 provides the following additional considerations for City Council to grant a Special Exception:

- 1) The character and degree of injury to, or interference with, the health and welfare or the reasonable use of property that is caused or threatened to be caused;
- 2) The value to the community of the activity for which the Special Exception is sought;
- 3) The ability of the applicant to apply the best practical noise control measures; and
- 4) Proximity to residences at which reasonable persons would be disturbed by the noise.

The business has conducted other events for which noise Special Exceptions have and have not been required. Previous events have generated some complaints from surrounding properties where either the noise was in compliance with the City ordinance, voluntary compliance was obtained by management, or a citation was issued for being in violation of the City ordinance.

Initiating Dept: Police Department

Fiscal Impact

Fund: N/A

Budget

Amount: N/A

☐ **Finance Director Review**

Legal Certification

Approved as to form and content:

☐ Yes

☐ No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING A SPECIAL EXCEPTION PURSUANT TO CEDAR PARK CODE OF ORDINANCES ARTICLE 8.08 NOISE REGULATIONS FOR THE HAUTE SPOT VENUE LOCATED AT 1501 EAST NEW HOPE DRIVE, CEDAR PARK, TEXAS ON DECEMBER 31, 2022 THROUGH JANUARY 1, 2023; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Cedar Park Code of Ordinances Section 8.08.003 imposes maximum decibel levels for noises in the City and Section 8.08.004 allows the City Council to grant special noise exceptions to those restrictions in accordance with that Section; and

WHEREAS, the Haute Spot Venue has applied for a Special Exception for the Haute Spot New Year's Eve Celebration, which will be located at 1501 East New Hope Drive, Cedar Park, Texas; and

WHEREAS, the City of Cedar Park City Council ("City Council") finds that the noise levels occurring during the period of the Special Exception will not constitute a danger to the public health, strict compliance with Section 8.08.003 would impose an unreasonable hardship on the applicant or the public without greater benefits to the public, and the applicant has fully complied with the application procedures; and

WHEREAS, the City Council finds that the noise that would be allowed by the Special Exception, due to the short and temporary nature of the Special Exception, would not result in injury to, or interference with, the health and welfare or the reasonable use of property that is caused or threatened to be caused; and

WHEREAS, the City Council finds that the Haute Spot Venue provides significant value to the community; and

WHEREAS, the City Council finds that the Haute Spot Venue has shown the ability to apply the best practical noise control measures; and

WHEREAS, the City Council finds that the Haute Spot Venue has shown limited proximity to residences at which reasonable persons would be disturbed by the noise; and

WHEREAS, the Haute Spot Venue has demonstrated that it's December 31, 2022 through January 1, 2023 New Year's Eve Celebration will be conducted in such an environment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The City Council hereby grants a Special Exception pursuant to City of Cedar Park Code of Ordinances Section 8.08.004, to the Haute Spot Venue, such exception being limited to the following terms:

- (a) Said Special Exception is granted for Saturday, December 31, 2022 and Sunday, January 1, 2023 and shall not be transferred to any other date or time.
- (b) Said Special Exception is granted for the property located at 1501 East New Hope Drive, Cedar Park, Texas and shall not be transferred to any other location.
- (c) Said Special Exception authorizes use of loud speakers and an amplification system beginning at a time no earlier than 8:00 P.M. on Saturday, December 31, 2022 and no later than 12:15 A.M. on Sunday, January 1, 2023 at the location specified by paragraphs (a) and (b) above.
- (d) Said Special Exception authorizes noise levels to reach, but not exceed 75 dB(A) or 85 dB(C).
- (e) Said Special Exception shall terminate at the conclusion of the Haute Spot New Year's Eve Celebration on Saturday, January 1, 2023.

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 15th day of December, 2022.

CITY OF CEDAR PARK, TEXAS

ATTEST:

James Penniman-Morin, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney



Application for Special Noise Exception

City of Cedar Park Ordinance Article 8.08 Noise Regulations

Submittal Date - Official Use Only

APPLICANT INFORMATION

Applicant's Name Brandon Pannell Haute Spot
 Address 1501 E New Hope City & Zip Cedar Park 78613
 Home Phone _____ Work Phone 512-818-1592 E-mail Address bpannell@hautespotvenue.com
 Organization's Name (if applicable) Haute Spot Phone Number _____
 Organization's Owner/Operator's Name Erik Engh / Furboperator Phone Number _____
 Organization's Address 1501 E New Hope City & Zip Cedar Park 78613

EVENT INFORMATION

Please select one: ☒ Single Event ☐ Multiple Events (see Ordinance Section 8.08.004 (f) for description)

Type of Event concert Date(s) of Event 12/31/2022

Location of Event Haute Spot

Time Event Begins 6 pm Time Event Ends 1 AM Number of Participants 500

Type of Noise Music Level of Noise (decibel level) 75 db(A) 85 db(C)

Time Noise Begins 8 pm Time Noise Ends 12:15 a.m.

Describe in detail the purpose of request for exception and if hardship will result if not approved (please attach another sheet of paper, if necessary) New Years Eve Public concert, would like to extend hours of noise level to 12:15 a.m.

Please describe the sound amplifying equipment to be used at the event Stage Public Address system

Please describe noise control measures (to include times) taken to minimize noise and impacts occurring therefrom Sound wall treatment, angle of line array speakers, volume control 12:15 hard stop on stage music

REQUIRED ITEMS FOR APPLICATION

The following items are required in order to process application. Please initial next to each item.

- BP 1. All applicable entries completed on Application for Special Noise Exemption
- BP 2. Site plan, photographs, and/or drawings to include location of sound amplified equipment, event set-up and adjacent property or streets to support request.
- BP 3. Schedule of events to include any sound or noise checks
- BP 4. Application fee of \$50.00. Check or money order made out to the City of Cedar Park.

I acknowledge that I have reviewed the City of Cedar Park Ordinance Article 8.08 and agree to comply with this Article.

[Signature]
Applicant's Signature

12/5/2022
Date

OFFICIAL USE ONLY
 Reviewed by [Signature] Date 12/5/2022 Fee Paid \$50.00 Date Paid 12/2/2022
 Date Set for City Council Agenda 12.15.2022 Applicant Notified _____

H.4

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Google Maps

Haute Spot Venue



Map data ©2022 Google 50 ft