AGENDA
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, November 21, 2024
Briefing Workshop at 5:30 PM
Regular Meeting at 7:00 PM

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

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

BRIEFING WORKSHOP - CONVENE AT 5:30 PM

1. Open Meeting.
2. Roll Call.
3. Discussion regarding communicating performance metrics.
4. Joint workshop with Planning and Zoning Commission to discuss Future Land Use Map.

REGULAR MEETING – CONVENE AT 7:00 PM

5. Open Meeting, Invocation and Pledges of Allegiance.
6. Roll Call.
7. Public comments on items not listed in the agenda.

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

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

   - Update on Police COPS Grant award
   - Brushy Creek Regional Utility Authority (BCRUA) Phase 2 and 2A Project Update

9. Leander History

   - Spirits of Bagdad

CONSENT AGENDA: ACTION

10. Approval of the minutes for meeting held on November 7, 2024.

11. Approval of reappointment of Josh Brockman-Weber with Messer Fort Law Firm and approval of Letter Agreement with Independent Ethics Counsel; and authorize the City Manager to execute any and all documents..

12. Approval of the purchase of Toro Reelmaster 3100-D Mower, utilizing Buyboard contract 706-23 from Professional Turf Products, L.P., in the amount of $57,343.07; and authorize the City Manager to execute any and all necessary documents.

13. Approval of an expenditure to Alan Plummer Associates, Inc. in the amount of $161,098.43 (Leander's portion) for additional design services focused on rehabilitation of existing equipment and treatment units at the Brushy Creek Regional Wastewater System (BCRWWS) East Wastewater Treatment Plant (East Plant) owned by the City of Round Rock, City of Cedar Park, City of Austin, and City of Leander.

14. Approval of annual licensing of Procore Project Management Pro application and related modules for the Capital Improvements Program (CIP), utilizing DIR Contract DIR-TSO-4288 from Carahsoft Technology Group, in the amount of $140,065.13; and authorize the City Manager to execute any and all necessary documents.

15. Approval of the purchase of updated video broadcast equipment and related installation services from Grancius using The Interlocal Purchasing System (TIPS), co-op contract 220105, in the amount of $94,619.12; and authorize the City Manager to execute any and all necessary documents.

16. Approval of Development Agreement Case DA-24-0016 regarding 1012 Municipal Drive development on one (1) parcel of land 3.22 acres ± in size, more particularly described by Williamson County Appraisal District Parcel R418622; generally located at 1012 Municipal Drive, Leander, Williamson County, Texas.

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

18. Approval of the Second Reading of an Ordinance regarding Ordinance Case OR-24-0025 to amend the Composite Zoning Ordinance Article V, Section 2(b)(2) to modify the building size requirements, and to provide for related matters; Leander, Williamson and Travis Counties, Texas.

19. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0120 to amend the 675 Kauffman Loop Planned Unit Development to allow for overhead commercial doors on two (2) parcels of land 24.91 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R328207 and R555049; and more commonly known as 675 Kauffman Loop, Leander, Williamson County, Texas.

20. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0134 to amend the current zoning of SFU/MH-2-B (Single-Family Urban/Manufactured Home) to adopt the Hill Country Community Ministries – Lacy Drive PUD (Planned Unit Development) with the base zoning district of LC-3-A (Local Commercial) on three (3) parcels of land 1.31 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R036399, R036398, and R036397; and more commonly known as 1005 Lacy Drive, 1007 Lacy Drive, and 1009 Lacy Drive, Leander, Williamson County, Texas.

21. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0142 to amend the current zoning of SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial) on one (1) parcel of land 5.094 acres ± in size, more particularly described by Williamson Central Appraisal

District Parcel R432899; and generally located at the southeast corner of the intersection of Hero Way West and North Lakeline Boulevard, Leander, Williamson County, Texas.

22. Approval of an Ordinance amending Section 3.001 of the City of Leander Code of Ordinances to except certain qualifying Nonprofit Organizations from application submittal fees; providing findings of fact; providing an effective date and open meetings clauses; and providing for related matters.

23. Approval of an Ordinance establishing certification, bilingual, and assignment pay for the Fire Department; making findings of fact; providing a severability clause; and providing for effective date, open meetings, and related matters.

PUBLIC HEARING: ACTION

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

    - Discuss and consider action regarding Zoning Case Z-24-0123 as described above.

25. Conduct a Public Hearing regarding Ordinance Case OR-24-0023 to amend the Composite Zoning Ordinance to update requirements for site development, dry utilities, and to provide for related matters; Leander, Williamson and Travis Counties, Texas.

    - Discuss and consider action regarding Ordinance Case OR-24-0023 as described above.

REGULAR AGENDA

26. Cast Ballot for Travis Central Appraisal District Board of Directors

27. Cast Ballot for Williamson Central Appraisal District Board of Directors

28. Discuss and consider action on City of Leander Mission and Vision Statements.

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

30. Council Member Closing Statements.

31. Convene into Executive Session pursuant to:

    1. Section 551.072, Texas Government Code regarding the acquisition of property for the Leander 2243 Water Main Project (CIP W.18);
    2. Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of property located in the Elijah D. Harmon Survey, Abstract No. 6, for the Leander 2243 Water Main Project; and
    3. Sections 551.071 and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the City regarding Project EDA-24-004.

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

1. Acquisition of property for the Leander 2243 Water Main Project (CIP W.18);
2. Consultation with attorney regarding 2243 Water Main Project; and
3. Economic Development incentives regarding Project EDA-24-004.

32. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into Executive Session on any of the above posted agenda for which state law authorizes Executive Session to be held, including but not limited to Sections 551.071 [litigation and certain Consultation with attorney]. 551.072 [acquisition of interest in real property], 551.073 [prospective gift to city], 551.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [Deliberations regarding Economic Development Negotiations]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 15 day of November 2024 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

Dara Crabtree

Dara Crabtree, City Secretary, TRMC

Brushy Creek Regional Utility Authority (BCRUA)

Phase 2 and 2A Project Status Update

Aaron Archer, PE, Walker Partners
Sam Roberts, PE, BCRUA

City of Leander Council Meeting
November 21, 2024

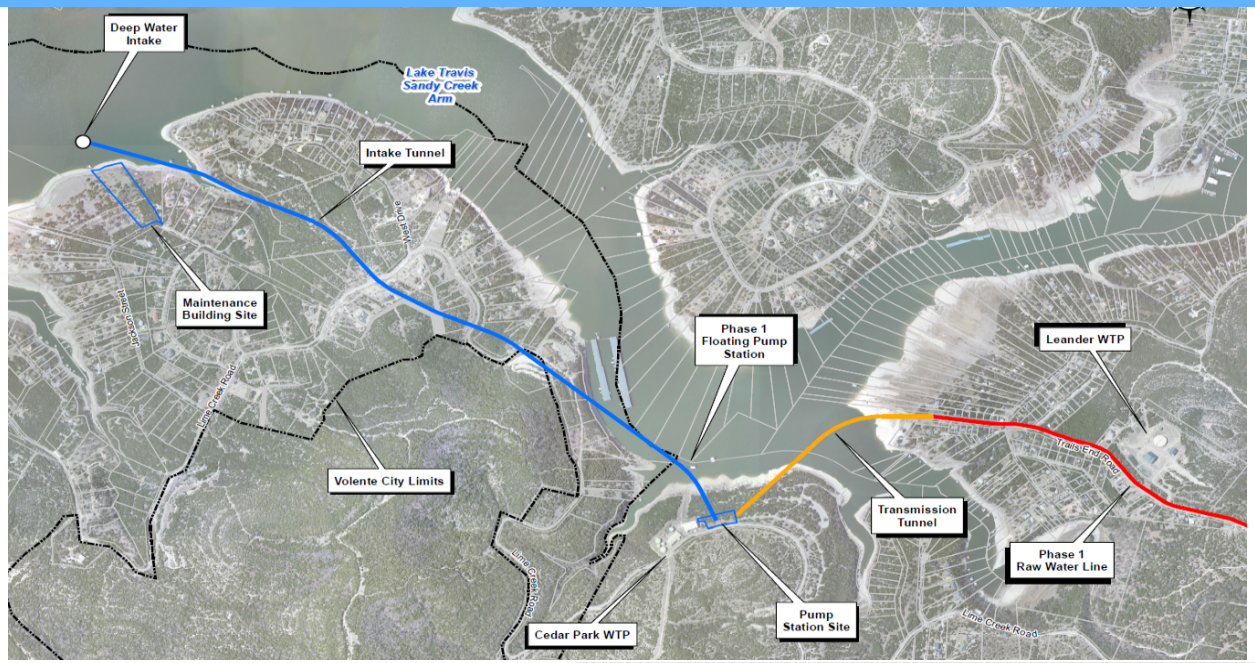
BCRUA Regional Water System

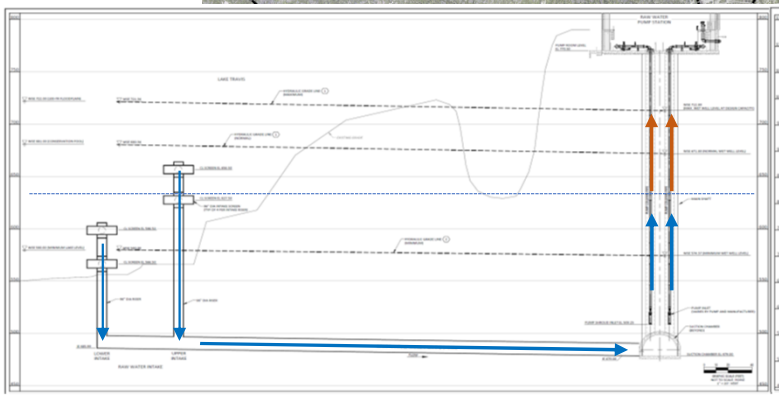
- Regional partnership of Cedar Park, Leander, and Round Rock
- Formed in 2007
- Ultimately supply 62 MGD raw water and 50 MGD treated water to Leander

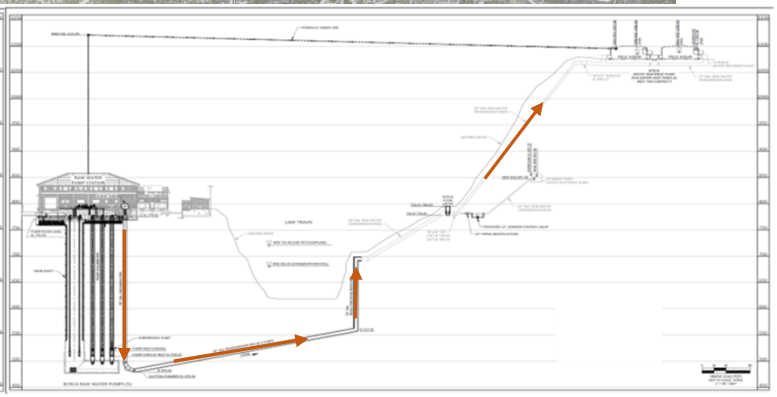
2024 Expansion to BCRUA WTP

Phase 2 Raw Water Delivery System

- Increase supply and reduce drought vulnerability
- 145 MGD capacity
- Components:
  - Deep water intake
  - Maintenance building
  - Intake tunnel
  - Pump station
  - Transmission tunnel
- Delivery to 3 WTPs







Construction Snapshot

- Contractor: Thalle-SAK Joint Venture
- Schedule:
  - NTP issued June 22, 2022
  - Final Completion April 17, 2027
  - 881 of 1760 days (50%)
- Contract amount: $224.8 M
- Paid to Date $108.1 M (48%)

Main Shaft

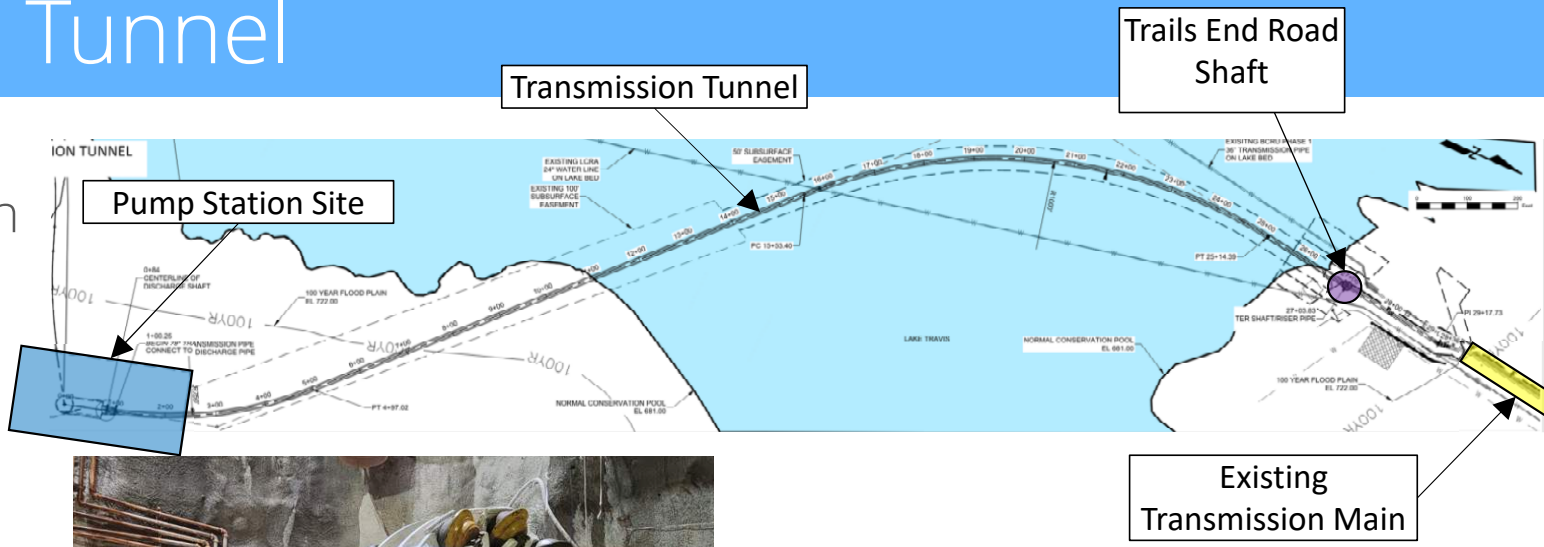
- Access shaft for all underground work
- Finished inside diameter: 30 ft
- Depth: 300 ft
- Completed in 6 months

Suction Chamber

- Connects the tunnels and shafts at the pump station
- 87 ft Length x 35 ft Width x 26 ft Height
- Complete except for final concrete liner

Transmission Tunnel

- Connect Pump Station to existing transmission main at Trails End Road
- 2,600 feet
- Excavated by 11 ft diameter Tunnel Boring Machine
- Excavation and liner complete



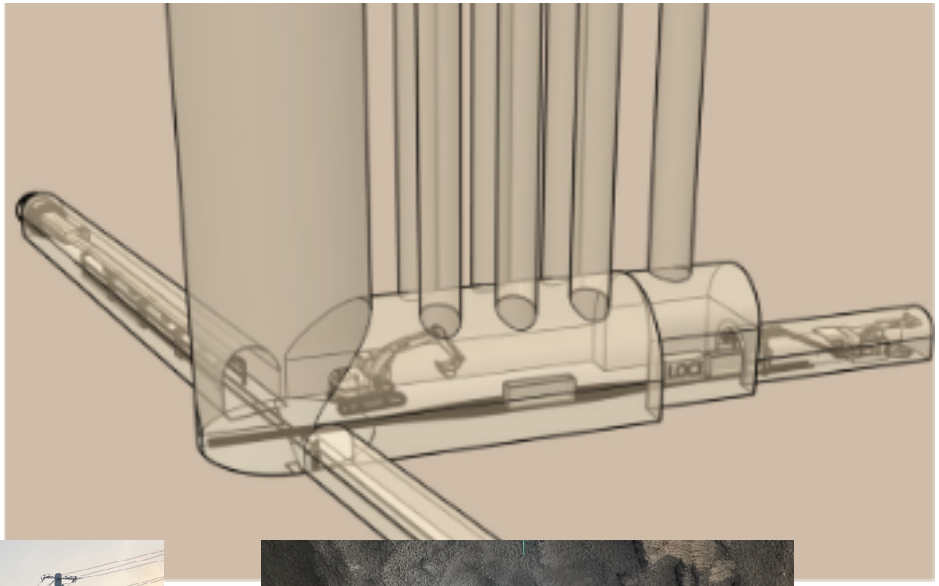
Transmission Tunnel

Tunnel Boring Machine (TBM)

78” Diameter Steel Liner Installation

Pump Shafts and Discharge Shaft

- 7 deep shafts to connect the suction chamber and pump station
- Stringent tolerances
- Construction ongoing and behind schedule

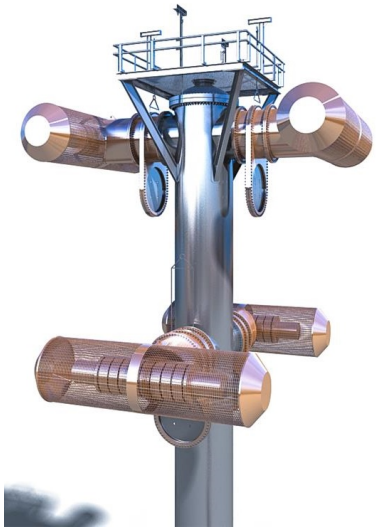


Intake Tunnel

- Connects intake to pump station
- 8,800 feet in length
- Planned duration ~9 months, completed in ~3 months
- Avg 197 ft/day mining the final 4 weeks

Intake Facilities

- Deep location of the lake (120 ft below conservation pool)
- Two 96” lake taps with stacked screens - 4 withdrawal levels
- Intakes complete and screens to be installed next year



Intake Tunnel Tie-In and Concrete

- Tunnel excavation on target
- Installing 1.25 ft thick concrete liner
- Completed 8,200 LF of 8,800 LF tunnel liner

Maintenance Building

- Control growth and attachment of invasive mussels
- Treatment systems housed in building adjacent to the intake
- Construction resuming after recent delays

Zebra Mussels on RW Pump

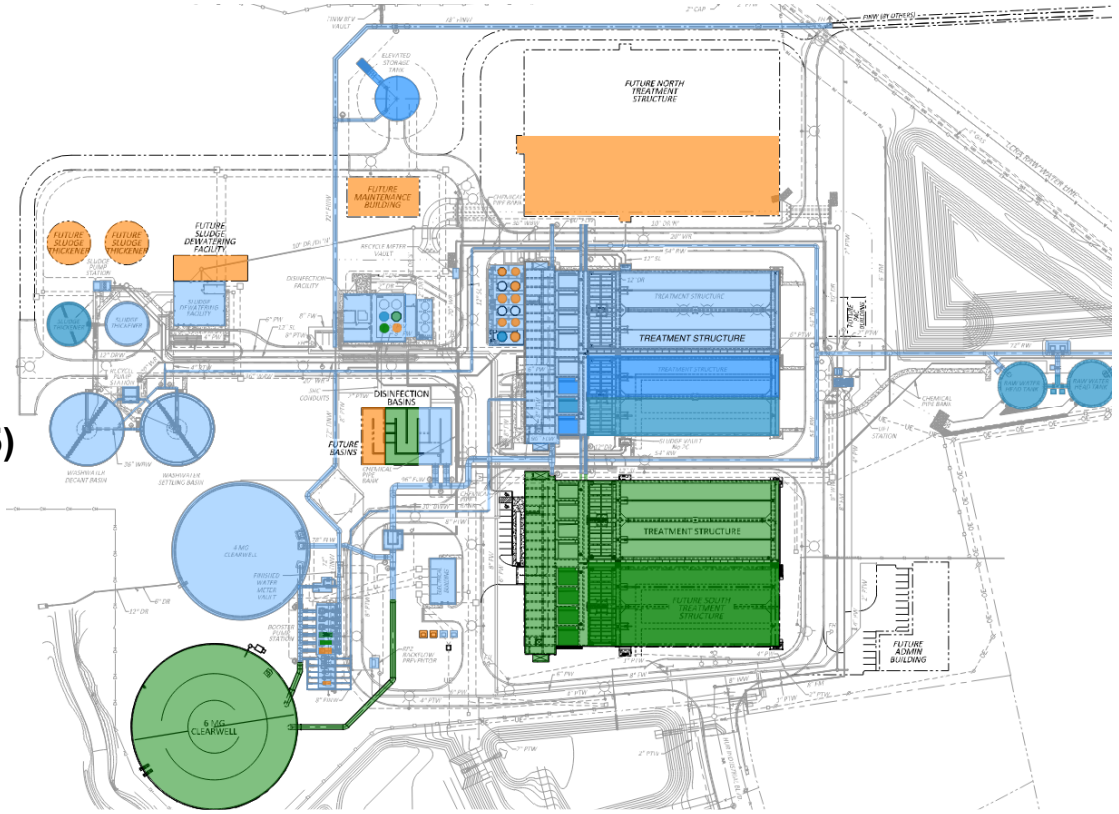
Pump Station

Phase 2 Schedule and Upcoming Work

- Contractor's August schedule update reflects a delay of 100 days past Substantial Completion
- Contractor developing a recovery schedule to show on-time completion
- Upcoming work:
  - Complete intake tunnel concrete liner
  - Complete raised bores
  - Complete Tie-In at Trails End Road
  - Place suction chamber concrete liner

Phase 2A WTP Expansion

CAPACITY (MGD)	PHASE	STATUS (DATE ONLINE)
17.0	PHASE 1A	☑ (2012)
22.6	PHASE 1B	☑ (2018)
32.5	PHASE 1C	☑ (2020)
41.9	PHASE 1D	Construction (2025)
64.2	PHASE 2A	Design (2027)
90.0	PHASE 2B	Future (2039)
105.8	PHASE 3	Future (2050)



Phase 2A WTP Expansion

	Phase 2A		*Cumulative*	
City	*Capacity (MGD)*	*Percent of Capacity*	*Capacity (MGD)*	*Percent of Capacity*
Cedar Park	0.0	0.0	11.2	17.4
Leander	11.7	52.4	31.2	48.6
Round Rock	10.6	47.6	21.8	34.0
Total	*22.3*	*100*	*64.2*	*100*

Phase 2A WTP Expansion

- Final Design & Permitting: ~May 2025
- Bid & Award: May 2025 – August 2025
- Construction: August 2025 – May 2027 (substantial)

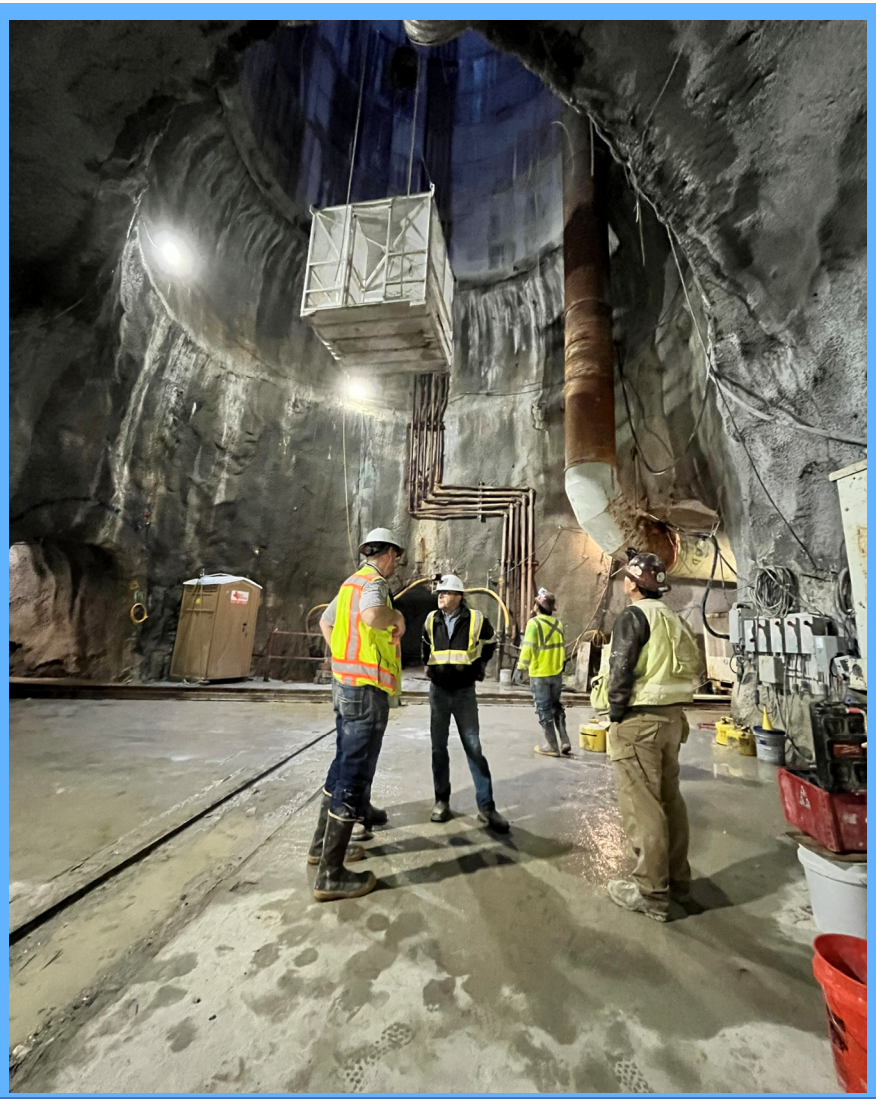
TWDB SWIFT Funding Application

- Phase 2A totals costs ~ $115M based on 60% design
- Leander cost allocation ~ $60M (subject to revision as design advances)
- Leander and Round Rock planning to apply for TWDB SWIFT funds
- SWIFT funds used for Phase 1C, 1D, and 2
- Abridged Application due ~ Feb 1
- If selected to participate, Final Application due ~ May 1
- Loans close around November

Questions?

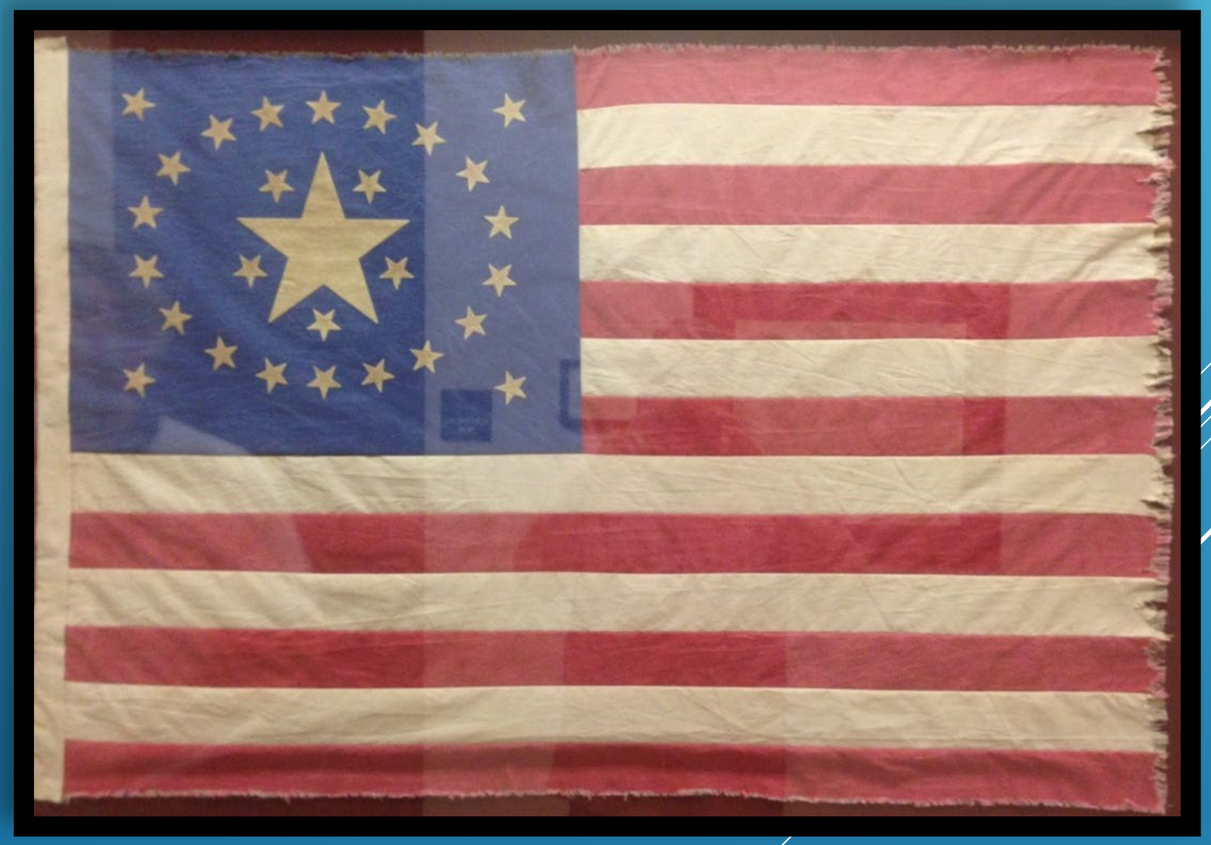
Aaron Archer, PE
Vice President- Walker Partners
aarcher@walkerpartners.com

Sam Roberts, PE
General Manager - BCRUA
sroberts@bcrua.org



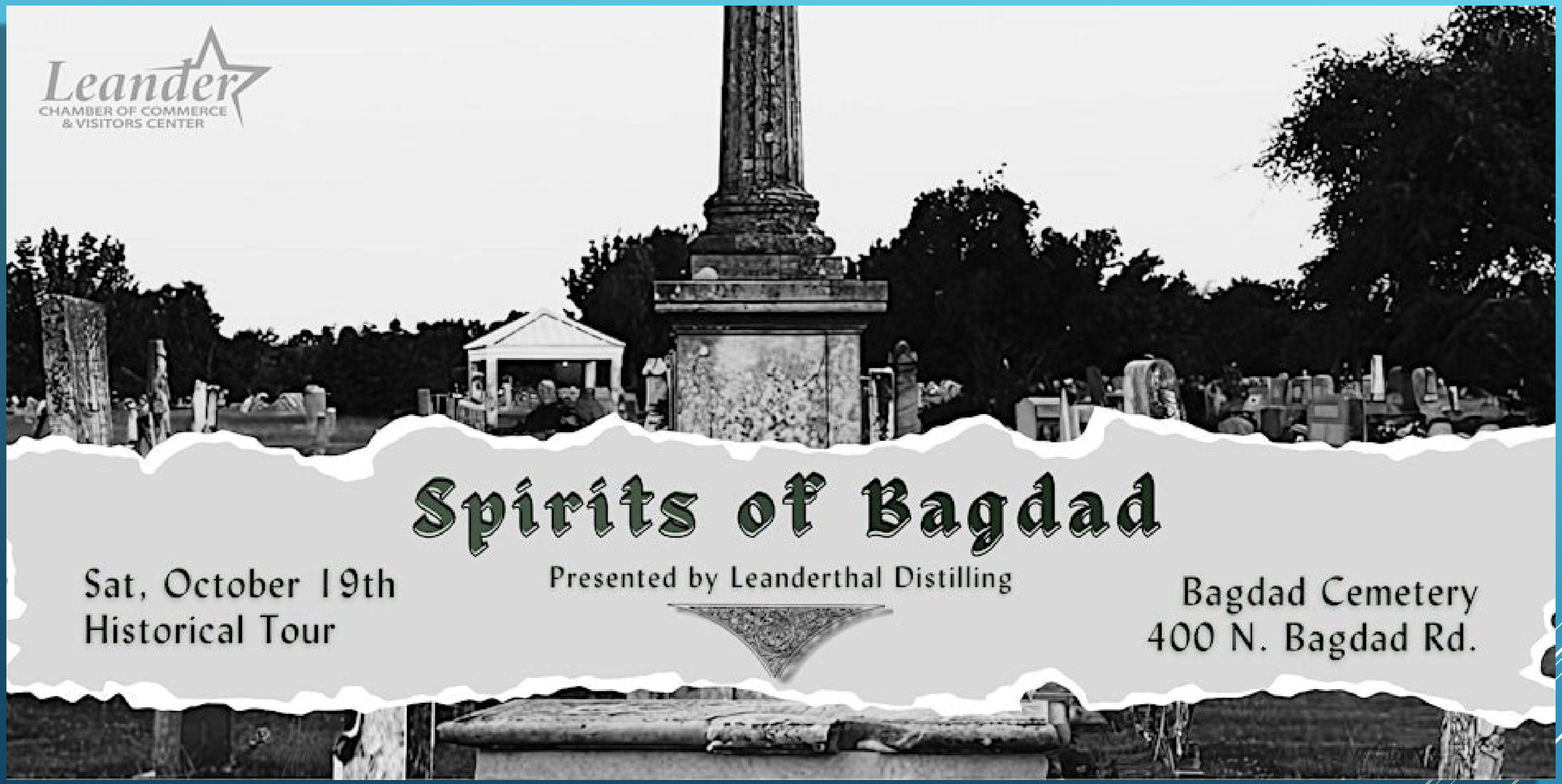
This flag lives at The Bullock Museum and is a very good example of the pattern created in 1818 by Captain Samual Chester Reid, USN.

Great Luminary Flag - 1846



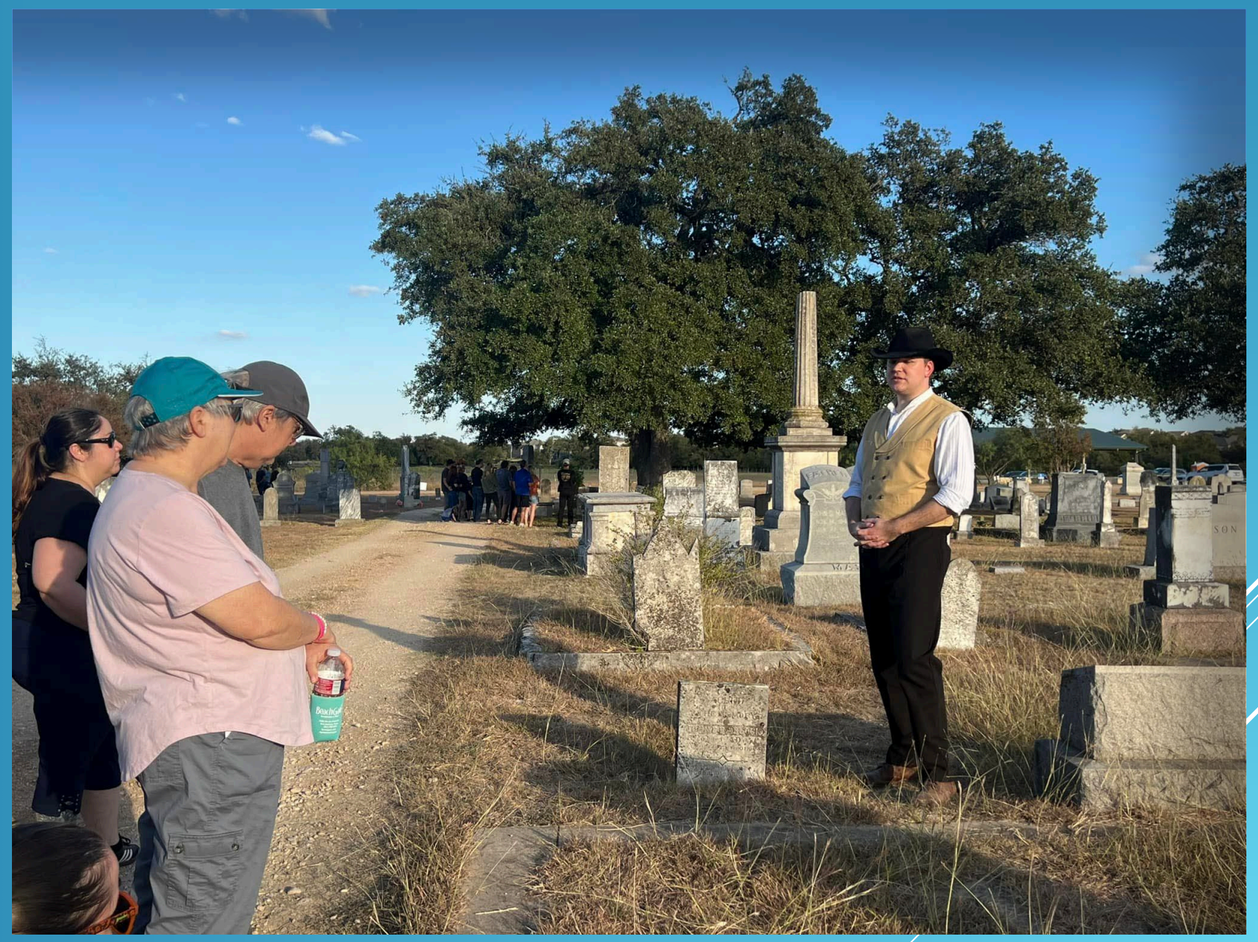
This flag flew over the Capitol from 2/19/1846 until 7/4/1846. It lives at the Texas Historical Commission….in a hallway.

Provisional Texas US Flag – 1846


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

Staging at the pavilion

John Babcock – first person buried in Bagdad Cemetery



Joe Bryson – The owner of what is now The Bryson Community

Lenorah Carothers – The person who wrote letters back home during the 1851 wagon train

Dr. Mayberry Jennings – Leander's first doctor

Karen Thompson – because she is who wrote down the history for us to re-enact

AGENDA ITEM # 10

EXECUTIVE SUMMARY
11/21/2024

AGENDA SUBJECT:
Approval of the minutes for meeting held on November 7, 2024.

BACKGROUND:
Attached are the minutes for the meeting held on November 7, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:
Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 11.07.2024

MINUTES
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

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

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

   Opened meeting at 6:00 p.m.

2. Roll Call.

   Roll call reflected all present except Mayor DeLisle being absent.

3. Convene into Executive Session pursuant to:

   - Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of property for public purpose;
   - Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of property for the Leander 2243 Water Main Project; and
   - Sections 551.071 and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the City regarding Project EDA-24-003.

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

   - Acquisition of property for public purpose;
   - Acquisition of property for the Leander 2243 Water Main Project; and
   - Economic Development incentives regarding Project EDA-24-003.

   Convened into Executive Session at 6:01 p.m.; reconvened into open session at 7:10 p.m.

No action was taken on the Executive Session items.

The briefing workshop adjourned at 7:10 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

   Opened meeting at 7:10 p.m.; Missionary Priscilla Imes with Greater Saint John Church of God in Christ provided the invocation and Mayor Pro Tem Thompson led the Pledges of Allegiance.

5. Roll Call.

   Roll call reflected all present except Mayor DeLisle being absent.

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

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

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

   Skylar Williams, 1955 CR 175 - commented on annexation of Simpson Tract; possible commercial construction and impact on his neighborhood.

   Tim Thornton, 2324 Echo Park - commented on traffic on CR 175, opposed commercial next to his neighborhood; and current traffic from schools.

7. Staff Reports

   - Capital Improvement Program Update: Raider Way and East Woodview Drive Roadway (CIP T.12) Project.

   Update included: near completion; accidents and EMS calls; goal to open two lanes by Christmas with all lanes open by Spring Break in 2025.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 8 through 25.

By: Councilmember Ross
Seconded: Councilmember Pantalion-Parker

Vote: 6 - 0 None

8. Approval of the minutes for meeting held on October 17, 2024.

9. Rescind approval of contract with Texas Patriot Contracting, LLC, in the amount of $143,000.00 for repairs and renovations to the Mason Homestead site.

10. Approval of an Ordinance adopting a Covered Applications Policy for the City of Leander prohibiting use of certain social media applications and services on governmental entity devices; designating an Information Security Officer to satisfy compliance with the Covered Applications Policy.

11. Approval of a Special Event Permit and street closures for the Old Town Christmas Parade, Rudolph Run 5K, and the Old Town Christmas Festival being held on Saturday, December 7, 2024

12. Approval of a Resolution authorizing the City of Leander to enter into the Global Payments Card Services Terms and Conditions for Government Entities, under a Cooperative Purchasing Agreement; making findings of fact; and providing an effective date; and authorize the City Manager to execute any and all necessary documents.

13. Approval of an expenditure for the final year of a three (3)- year contract in the amount of $52,145.00 with On Duty Health for medical/fitness annual evaluations for City of Leander firefighters.

14. Approval of an amendment to existing contract L00286 by and between the City of Leander and Siddons Martin for an increase in contract costs of $50,000.00, for a new contract total of $737,500.00, utilizing new BuyBoard Contract #746-24, for the purchase of fire service apparatus parts, equipment, and repair services, and related goods; and authorize the City Manager to execute any and all necessary documents.

15. Approval of the purchase of one (1) 2024 Ford F-550 Bucket Truck from Rockdale Country Ford, dba Caldwell Country, in the amount of $175,723.00 utilizing the BuyBoard Co-Op Contract #724-23; and authorize the City Manager to execute any and all necessary documents.

16. Approval of the purchase of four (4) message boards from RoadSafe Traffic System in the amount of $74,000.00 utilizing the BuyBoard Co-Op Contract #703-23; and authorize the City Manager to execute any and all necessary documents.

17. Approval of the purchase of one (1) 100-kilowatt generator from LOFTIN to be located in the Public Works Building at 607 Municipal Drive, Leander, Texas, utilizing BuyBoard Contract #657-21 in the amount of $60,170.00; and authorize the City Manager to execute any and all necessary documents.

18. Acceptance of public infrastructure improvements for Lake's Lair to include streets, wastewater, water, storm, sidewalks, and landscape improvements.

19. Acceptance of public infrastructure improvements for Leander Estates Phase 1 to include: streets, drainage, water, and landscape improvements.

20. Approval of Change Order No.1 to the contract agreement with Asphalt Inc., LLC, dba Lone Star Paving Company, for Roadway Rehabilitation Fiscal Year 2024, increasing the current contract amount by an amount of $56,989.50 for a new total of $2,147,034.50, with no extension of term duration; and authorize the City Manager to execute any and all necessary documents.

21. Approval of the Second Reading of an Ordinance regarding the Bagdad Retail Center Annexation Case A-24-0014 for the voluntary annexation of 4.227 acres ± in size, more particularly described by Williamson Central Appraisal District, Parcels R023980; and generally located northwest of the intersection of North Bagdad Road and CR 281, Leander, Williamson County, Texas.

22. Approval of a Resolution accepting the petition for the High Gabriel Township Annexation Case A-24-0011 regarding the voluntary annexation of 12.75 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R362129 and R032227; and generally located south of High Gabriel East, approximately 1,100 feet east of US 183, Leander, Williamson County, Texas.

23. Approval of a Resolution accepting the petition for the Simpson Tract Annexation Case A-24-0017 regarding the voluntary annexation of 28.12 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R338811; and generally located southeast of the intersection of Mineral Drive and CR 175, Leander, Williamson County, Texas.

24. Approval of a Development Agreement regarding Development Agreement Case DA-24-0008, for the Shanta Ba Plaza Site Development on one (1) parcel of land approximately 2.93 acres ± in size, more

particularly described by Williamson County Appraisal District Parcel R516399; generally located at 1528 Arrowfeather Pass, Leander, Williamson County, Texas.

25. Approval of a Developement Agreement regarding Development Agreement Case DA-24-0017 for Leander Kinder Care development on one (1) parcel of land approximately 1.828 acres ± in size, more particularly described by Williamson County Appraisal District Parcel R542550; generally located at 441 W. Broade Street, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

26. Conduct a Public Hearing regarding Zoning Case Z-24-0120 to amend the 675 Kauffman Loop Planned Unit Development to allow for overhead commercial doors on two (2) parcels of land approximately 24.91 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R328207 and R555049; and more commonly known as 675 Kauffman Loop, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0120 as described above.

Opened the Public Hearing at 7:24 p.m.; closed the Public Hearing at 7:24 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Zoning Case Z-24-0120.

By: Councilmember Czernek
Seconded: Councilmember Pantalion-Parker

Vote: 6 - 0

27. Conduct a Public Hearing regarding Zoning Case Z-24-0134 to amend the current zoning of SFU/MH-2-B (Single-Family Urban/Manufactured Home) to adopt the Hill Country Community Ministries – Lacy Drive PUD (Planned Unit Development) with the base zoning district of LC-3-A (Local Commercial) on three (3) parcels of land approximately 1.31 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R036399, R036398, and R036397; and more commonly addressed as 1005 Lacy Drive, 1007 Lacy Drive, and 1009 Lacy Drive, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0134 as described above.

Opened the Public Hearing at 7:26 p.m.; closed the Public Hearing at 7:26 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Zoning Case Z-24-0134.

By: Councilmember Pantalion-Parker
Seconded: Councilmember Czernek

Vote: 6 - 0

28. Conduct a Public Hearing regarding Zoning Case Z-24-0142 to amend the current zoning of SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial) on one (1) parcel of land approximately 5.094 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel

R432899; and generally located at the southeast corner of the intersection of Hero Way West and North Lakeline Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0142 as described above.

Opened the Public Hearing at 7:29 p.m; closed the Public Hearing at 7:29 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Zoning Case Z-24-0142.

By: Councilmember Czernek
Seconded: Councilmember Ross

Vote: 6 - 0

29. Conduct a Public Hearing regarding Ordinance Case OR-24-0025 to amend the Composite Zoning Ordinance Article V, Section 2(b)(2) to modify the building size requirements, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-24-0025 as described above.

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

Motion: Approve Ordinance Case OR-24-0025.

By: Councilmember Pantalion-Parker
Seconded: Councilmember McDonald

Vote: 6 - 0

REGULAR AGENDA

30. Discuss and consider action on a Resolution approving an Interlocal Agreement with the City of Round Rock, City of Austin, and City of Cedar Park regarding the allocation of costs for the rehabilitation of the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System (BCRWWS).

Motion: Approve Resolution approving ILA.

By: Councilmember Pantalion-Parker
Seconded: Councilmember McDonald

Vote: 6 - 0

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

No items.

32. Council Member Closing Statements.

Kathryn Pantalion-Parker - thanked staff for health and wellness program; and presented American

Indian Heritage Proclamation to local DAR Chapter.

Michael Herrera - thanked Library staff for patience with recent election; and commented on upcoming Veteran's Day event.

David McDonald - thanked all staff involved in assisting with parking at the library during recent election.

Na'Cole Thompson - stated dinner was from Randall's; reminded everyone to shop locally; thanked all staff who assisted with the recent election; congratulated Mayor DeLisle on her recent nuptials; announced upcoming events; and proclamations were issued for Chiropractic Month, American Indian Heritage Month, and Tourism.

Chris Czernek - thanked Missionary Imes for the wonderful prayer tonight.

33. Adjournment

Adjourned at 7:40 p.m.

APPROVED

_____

MAYOR

ATTEST:

_____

CITY SECRETARY

AGENDA ITEM # 11

EXECUTIVE SUMMARY
11/21/2024

AGENDA SUBJECT:
Approval of reappointment of Josh Brockman-Weber with Messer Fort Law Firm and approval of Letter Agreement with Independent Ethics Counsel; and authorize the City Manager to execute any and all documents..

BACKGROUND:
TThe City Charter requires the City Council to establish an Ethics Commission that is advised by an independent legal counsel nominated by the City Attorney and appointed by the City Council. The City Attorney nominates Mr. Josh Brockman-Weber to be reappointed as the independent ethics counsel. Mr. Brockman-Weber serves at the same firm as the City's prior ethics counsel, Ms. Patty Akers, and stepped into her shoes as Leander's ethics counsel after her retirement. Mr. Josh Brockman-Weber has over 24 years of legal experience representing public and private sector clients and currently advises cities in all aspects of general municipal law. An updated engagement letter is provided for Council consideration and approval as well. Legal fees are proposed to be increased from $150/hour to $245/hour.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Approval of the nomination and letter agreement is recommended.

PRESENTER:
Paige Saenz, City Attorney

Fiscal Impact

Attachments:
1. Leander Engagement Letter with JBW Resume

MESSER * FORT
THE MUNICIPAL LAW FIRM
FRISCO | DALLAS | AUSTIN | ABILENE

November 12, 2024

***VIA EMAIL*: dcrabtree@leandertx.gov**
Dara Crabtree, City Secretary
City of Leander
105 N Brushy Street
Leander, TX 78641

RE: City of Leander Legal Services Agreement

Dear Ms. Crabtree:

Messer Fort, PLLC ("M&F" or "Firm") and I appreciate the opportunity to represent the City of Leander Ethics Commission as the City's and Ethics Commission's independent legal counsel. This letter outlines the specific terms of our engagement. If you have any questions about these matters, please call me.

1. **Client**: Our client will be the City of Leander ("City"). Our representation in this matter is limited to the City and the term "City" does not include, and we do not represent, any other entities or individuals. Throughout the term of this Agreement and at all times while performing services under this Agreement, the Firm will be a wholly independent contractor.

2. **Scope of Work**: The City hereby engages M&F to provide legal services to the ethics commission and act as ethics council. Additional legal services as may be requested by elected officials and employees of the City; however, either party may request an addendum to this Agreement in a form mutually agreeable to the parties prior to the provision of additional services hereunder.

3. **Conflicts and Confidentiality**: M&F represents that it has reviewed its records and has no conflicts of interest involving the City. M&F will do all within reason necessary to prevent and avoid any situation that might constitute a conflict. In the event a conflict arises, M&F shall promptly advise the City of such, in writing, and shall notify the City of M&F's proposal to resolve the conflict.

4. **Personnel**: M&F has over twenty attorneys, including six partners, in its North Texas office and two partners in its Austin office. Josh Brockman-Weber will have the primary responsibility for providing or supervising services for the City. Other M&F lawyers and legal assistants may be involved when M&F believes it would be beneficial or is necessary to serve the City, but Josh Brockman-Weber will be the primary contact on matters assigned to M&F under this Engagement Agreement. Attorney resumes can be viewed at www.txmunicipallaw.com.

5. **Results**: Any views M&F expresses about a likely outcome are only expressions of judgment, we do not make representations or guarantees to the City as to the probability of ultimate success or any particular result. The City acknowledges and agrees that M&F's entitlement to payment for fees and

expenses shall not be contingent upon the results obtained or the final disposition of the services for which M&F has been retained.

6. **Records**: The City should retain all originals and copies of documents the City desires for future reference. At its expense, M&F will retain its file(s) for a period of seven (7) years from the date a client-matter is concluded, but ultimately the file will be destroyed in accordance with our record retention schedule. If for any reason M&F dissolves or stops its business activities, the Firm will notify the City and provide it with an opportunity to take possession of its Client Files. Any charges presented to the City in connection with the delivery of Client Files will not exceed the actual costs incurred for the delivery. The City recognizes that working papers shall be assembled and accumulated by M&F in connection with this representation, and that same shall belong to and remain the property of M&F.

7. **Litigation Matters**: M&F will only represent/defend the City in lawsuits upon the request of the City. Likewise, M&F will initiate litigation only at the request of the City. This Agreement does not obligate the City to refer to M&F any legal matter in connection with which it seeks legals services. At all times the City may refer any legal matter to whichever firm or attorney it may deem appropriate in its sole discretion.

8. **Fees**: M&F shall bill the City monthly for services rendered and expenses incurred, in the manner agreed to herein, until such time as this Agreement has expired by its own terms or has been terminated. M&F shall separate invoices as requested by the City. Attorney fees are based upon a consideration of time and labor involved, the skill requisite to perform the services properly, the preclusion of other employment by M&F due to acceptance of the matters identified herein, time limitations imposed by the City or other circumstances, results achieved, experience, reputation and ability, extraordinary time requirements, and M&F's hourly rates. The Firm will bill the City at the following hourly rates:

	General Counsel	Prosecution	Employment	Litigation	Environmental[1]
Attorneys	$245	$225	$325	$325	$325
Law Clerks & Planners	$150	$150	$150	$150	$150
Paralegal Support	$95	$95	$95	$95	$95

Time for legal work and travel[2] is billed in tenth of an hour increments, as follows:

.1 = 6 minutes	.5 = 30 minutes	.9 = 54 minutes
.2 = 12 minutes	.6 = 36 minutes	1.0 = 60 minutes
.3 = 18 minutes	.7 = 42 minutes	
.4 = 24 minutes	.8 = 48 minutes	

Opinion letters for bonds are a flat fee paid from the bond proceeds, if requested. Market rates (non-governmental) will be charged when the City is fully reimbursed for legal expenses, such as by a developer or a debt issuance, if applicable. The City understands that the costs of services can be estimated in advance on a per case basis, but no particular amount is guaranteed as the amount of time necessary to spend on a legal matter can be influenced by the actions of third parties. The City further

[1] Includes attorney services requiring specialized expertise in matters governed by utility and environmental regulatory agencies of the state such as the Public Utility Commission of Texas (PUCT) and the Texas Commission of Environmental Quality (TCEQ).

understands that M&F may propose hourly rates be modestly increased from time to time, but that any annual increase shall be no more than six (6%) percent of the current rate. As directed by City Council, the City Administrator is hereby authorized to negotiate and agree to hourly rates on an annual basis.

9. **Billing Practices and Payment**: M&F bills for matters on a monthly basis, and payment is due within 30 days of receipt of the invoice. We do not bill for expenses associated with our representation except for filing and recording fees, litigation costs, copy costs, research database costs, and charges for extraordinary items which may be generated by the particular demands of the project involved. The amount charged, if any, by M&F for expenses it incurs will be the amount of the actual cost incurred without any mark-up.

   If experts or consultants are retained or if other support services are required, e.g., mediators, engineers, court reporters, investigators, etc., these individuals or firms will be retained based upon the City's consent or directly by the City. The City will be responsible for paying the fees of these individuals or firms, and such payments should be made within thirty days of receipt of their invoice or M&F's invoice containing the charges for the third party. We will advise these individuals or firms that they are being retained by and for the benefit of the City and that the City is responsible for payment of their fees.

   If the City has a question about M&F's billing procedures or statements, please ask Andy Messer. M&F prefers that questions be raised as soon as possible so that we can address the concerns and be certain the City understands our procedures and our statements and is fully satisfied with them.

10. **Term and Termination**: Unless terminated earlier as permitted in paragraph ten (10) herein, the term of this Agreement shall be for a term of two (2) years beginning from the date this Agreement is executed by the City as directed by the City Council. At the conclusion of the annual performance evaluation period provided for in Paragraph eleven (11) herein the parties may agree, in writing, to extend this Agreement for an additional period on the same terms and conditions. Either party may terminate our representation at any time by notifying the other in writing. In either case, M&F's withdrawal will be accomplished pursuant to applicable ethical requirements. Upon termination of the representation, the City will be obligated to pay for all services rendered and expenses incurred to the date of termination.

11. **Liability Insurance Coverage**: M&F will procure and maintain for the duration of this Agreement professional liability insurance coverage against claims and damages arising from or related to any services rendered by the Firm for the City. Such coverage will have a limit of no less than $1 million per occurrence or claim and aggregate coverage of no less than $2 million.

    a. With respect to the City, its officials, employees, and volunteers, the Firm's insurance coverage shall be primary insurance for any claims or damages arising from or related to this Agreement or services rendered pursuant thereto. Any insurance or self-insurance maintained by the City its

officials, employees, or volunteers shall be in excess of the Firm's insurance and shall not contribute with it.

b. M&F will arrange for professional liability insurance coverage required by this Agreement to include the City as an additional insured for claims arising from or related to any services rendered by M&F for the City.

c. Upon request by the City, M&F shall furnish to the City original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

12. **Independent Legal Review**: M&F has written this engagement letter on its own behalf. Please feel free to seek independent legal advice from legal counsel of your choosing in order to review this engagement letter. M&F wishes to provide you ample opportunity to consult with independent counsel; we do not require that you return a signed copy of this letter immediately.

13. **Attorney Complaint Information**: M&F intends to maintain the highest standard of ethical conduct towards the City and others as set out and enforced by the State Bar of Texas. If for any reason the City believes an attorney in M&F has violated the written rules of professional conduct for lawyers and/or has questions prior to filing a grievance, the City may either contact the Office of the Chief Disciplinary Counsel of the State Bar of Texas by calling 1-866-224-5999 (toll free) or writing to P.O. Box 12487, Austin, Texas 78711-2487. Please note that by signing the grievance form any attorney-client privilege, which would otherwise keep discussions between your attorney and you confidential, will be waived.

14. **Press Inquiries**: From time to time, we may receive media inquiries concerning the City. Applicable ethical requirements may preclude or limit our response to those inquiries. Subject to ethical limitations, M&F will abide by your instructions concerning whether and in what manner we respond to media inquiries. In the absence of specific instructions, we will respond to such inquiries in accordance with our best judgment, revealing non-confidential information when it is ethical to do so and appears to advance the City's interests. M&F will advise the City Administrator of any and all media inquiries received pertaining to the City.

15. **Electronic Mail**: In the course of our representation, we may have occasion to communicate with you or with others by electronic mail. Such communications will not be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we can offer no assurance that such interception will not occur. We will abide by any instructions you may give us concerning electronic mail communications; in the absence of such instructions, we will use our own judgment regarding the advisability of using such means of communication.

16. **Miscellaneous**: Duplicate counterparts of this Agreement may be or may have been executed by the parties hereto. Each such executed copy or counterpart shall have the full force and effect of an original executed instrument.

    Any notice or communication required or permitted hereunder shall be in writing, and shall be sent by (a) personal delivery (provided that such delivery is confirmed by the courier delivery service), or (b) expedited delivery service with proof of delivery, or by United States mail, postage pre-paid, registered or certified mail, or (c) pre-paid facsimile, addressed as follows:

If to the City of Leander
Todd Parton, City Manager
City of Leander
105 N Brushy Street
Leander, Texas 78641

If to the Firm:
Messer & Fort, PLLC
Attn: Josh Brockman-Weber
4201 W. Parmer Ln., Ste. C-150
Austin, TX 78727

or to such other address or for the attention of such other person as thereafter shall be designated in writing by the applicable parties sent in accordance herewith. Any such notice or communication shall be deemed to have been given at either the time of personal delivery or, in the case of delivery service or certified or registered mail, as of the date of deposit or delivery to the United States Postal Service or expedited delivery service in the manner provided herein, or, in the case of facsimile, upon receipt. Any notice required by this Agreement shall be void and of no effect unless given in accordance with the provisions of this paragraph. Either party hereto may change the address for notice specified above for giving the other party two (2) days' advance, written notice of such change of address.

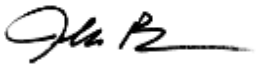
This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. This Agreement is executed by the authorized agent of the City and M&F, effective from the date executed by the City as directed by the City Council.

17. **Texas Lawyer's Creed**: On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed - a Mandate for Professionalism. Paragraph II, subparagraph 1 of the Creed requires us to advise you of its contents when we undertake representation. A copy of the Creed is attached to this letter and available for your review at https://www.legalethicstexas.com/texas-lawyers-creed-details/.

    If the City agrees with the foregoing, please sign and return one enclosed copy of this letter and retain the other copy for your records to be effective upon execution.

    Again, we appreciate you engaging Messer Fort, PLLC to represent you and we look forward to working with you and establishing a mutually beneficial relationship.

Sincerely yours,
Messer Fort, PLLC



Josh Brockman-Weber

THE CITY OF LEANDER AGREES TO RETAIN MESSER FORT, PLLC ON THE FOREGOING TERMS.

_____
Todd Parton, City Manager
City of Leander

PRIVACY NOTICE

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their individual clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy.

In the course of providing our clients with advice, we receive significant personal financial information from our clients and from others. If you are a client of Messer Fort, PLLC, you should know that all information that we receive from you or obtain in the course of representing you is held in confidence, and is not released to people outside the firm, except as expressly or implicitly authorized by you in the course of representing you, or as required under applicable law. We maintain physical, electronic, and procedural safeguards that comply with professional standards to protect your personal information.

THE TEXAS LAWYER'S CREED—
A MANDATE FOR PROFESSIONALISM
Adopted November 7, 1989
Table of Contents

ORDER OF ADOPTION
THE TEXAS LAWYER'S CREED–A MANDATE FOR PROFESSIONALISM

I. Our Legal System
II. Lawyer to Client.
III. Lawyer to Lawyer.
IV. Lawyer to Judge.

ORDER OF ADOPTION

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt "The Texas Lawyer's Creed–A Mandate for Professionalism" as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.

THE TEXAS LAWYER'S CREED–A MANDATE FOR PROFESSIONALISM

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate legal means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

STANDARDS FOR APPELLATE CONDUCT

Lawyers are an indispensable part of the pursuit of justice. They are officers of courts charged with safeguarding, interpreting, and applying the law through which justice is achieved. Appellate courts rely on counsel to present opposing views of how the law should be applied to facts established in other proceedings. The appellate lawyer's role is to present the law controlling the disposition of a case in a manner that clearly reveals the legal issues raised by the record while persuading the court that an interpretation or application favored by the lawyer's clients is in the best interest of the administration of equal justice under law.

The duties lawyers owe to the justice system, other officers of the court, and lawyers' clients are generally well-defined and understood by the appellate bar. Problems that arise when duties conflict can be resolved through understanding the nature and extent of a lawyer's respective duties, avoiding the tendency to emphasize a particular duty at the expense of others, and detached common sense. To that end, the following standards of conduct for appellate lawyers are set forth by reference to the duties owed by every appellate practitioner.

Use of these standards for appellate conduct as a basis for motions for sanctions, civil liability or litigation would be contrary to their intended purpose and shall not be permitted Nothing in these standards alters existing standards of conduct under the Texas Disciplinary Rules of Professional Conduct, the Texas Rules of Disciplinary Procedure or the Code of Judicial Conduct.

LAWYERS' DUTIES TO CLIENTS

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by a real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. The lawyer's duty to a client does not militate against the concurrent obligation to treat with consideration all persons involved in the legal process and to avoid the infliction of harm on the appellate process, the courts, and the law itself.

1. Counsel will advise their clients of the contents of these Standards of Conduct when undertaking representation.
2. Counsel will explain the fee agreement and cost expectation to their clients. Counsel will then endeavor to achieve the client's lawful appellate objectives as quickly, efficiently, and economically as possible.
3. Counsel will maintain sympathetic detachment, recognizing that lawyers should not become so closely associated with clients that the lawyer's objective judgment is impaired.
4. Counsel will be faithful to their clients' lawful objectives, while mindful of their concurrent duties to the legal system and the public good.
5. Counsel will explain the appellate process to their clients. Counsel will advise clients of the range of potential outcomes, likely costs, timetables, effect of the judgment pending appeal, and the availability of alternative dispute resolution.
6. Counsel will not foster clients' unrealistic expectations.
7. Negative opinions of the court or opposing counsel shall not be expressed unless relevant to a client's decision process.
8. Counsel will keep clients informed and involved in decisions and will promptly respond to inquiries.
9. Counsel will advise their clients of proper behavior, including that civility and courtesy are expected.
10. Counsel will advise their clients that counsel reserves the right to grant accommodations to opposing counsel in matters that do not adversely affect the client's lawful objectives. A client has no right to instruct a lawyer to refuse reasonable requests made by other counsel.
11. A client has no right to demand that counsel abuse anyone or engage in any offensive conduct.
12. Counsel will advise clients that an appeal should only be pursued in a good faith belief that the trial court has committed error or that there is a reasonable basis for the extension, modification, or reversal of existing law, or that an appeal is otherwise warranted.

13. Counsel will advise clients that they will not take frivolous positions in an appellate court, explaining the penalties associated therewith. Appointed appellate counsel in criminal cases shall be deemed to have complied with this standard of conduct if they comply with the requirements imposed on appointed counsel by courts and statutes.

LAWYERS' DUTIES TO THE COURT

As professionals and advocates, counsel assist the Court in the administration of justice at the appellate level. Through briefs and oral submissions, counsel provide a fair and accurate understanding of the facts and law applicable to their case. Counsel also serve the Court by respecting and maintaining the dignity and integrity of the appellate process.

1. An appellate remedy should not be pursued unless counsel believes in good faith that error has been committed, that there is a reasonable basis for the extension, modification, or reversal of existing law, or that an appeal is otherwise warranted.
2. An appellate remedy should not be pursued primarily for purposes of delay or harassment.
3. Counsel should not misrepresent, mischaracterize, misquote, or miscite the factual record or legal authorities.
4. Counsel will advise the Court of controlling legal authorities, including those adverse to their position, and should not cite authority that has been reversed, overruled, or restricted without informing the court of those limitations.
5. Counsel will present the Court with a thoughtful, organized, and clearly written brief.
6. Counsel will not submit reply briefs on issues previously briefed in order to obtain the last word.
7. Counsel will conduct themselves before the Court in a professional manner, respecting the decorum and integrity of the judicial process.
8. Counsel will be civil and respectful in all communications with the judges and staff.
9. Counsel will be prepared and punctual for all Court appearances, and will be prepared to assist the Court in understanding the record, controlling authority, and the effect of the court's decision.
10. Counsel will not permit a client's or their own ill feelings toward the opposing party, opposing counsel, trial judges or members of the appellate court to influence their conduct or demeanor in dealings with the judges, staff, other counsel, and parties.

LAWYERS' DUTIES TO LAWYERS

Lawyers bear a responsibility to conduct themselves with dignity towards and respect for each other, for the sake of maintaining the effectiveness and credibility of the system they serve. The duty that lawyers owe their clients and the system can be most effectively carried out when lawyers treat each other honorably.

1. Counsel will treat each other and all parties with respect.
2. Counsel will not unreasonably withhold consent to a reasonable request for cooperation or scheduling accommodation by opposing counsel.
3. Counsel will not request an extension of time solely for the purpose of unjustified delay.
4. Counsel will be punctual in communications with opposing counsel.
5. Counsel will not make personal attacks on opposing counsel or parties.
6. Counsel will not attribute bad motives or improper conduct to other counsel without good cause, or make unfounded accusations of impropriety.
7. Counsel will not lightly seek court sanctions.
8. Counsel will adhere to oral or written promises and agreements with other counsel.
9. Counsel will neither ascribe to another counsel or party a position that counsel or the party has not taken, nor seek to create an unjustified inference based on counsel's statements or conduct.
10. Counsel will not attempt to obtain an improper advantage by manipulation of margins and type size in a manner to avoid court rules regarding page limits.
11. Counsel will not serve briefs or other communications in a manner or at a time that unfairly limits another party's opportunity to respond.

THE COURT'S RELATIONSHIP WITH COUNSEL

Unprofessionalism can exist only to the extent it is tolerated by the court. Because courts grant the right to practice law, they control the manner in which the practice is conducted. The right to practice requires counsel to conduct themselves in a manner compatible with the role of the appellate courts in administering justice. Likewise, no one more surely sets the tone and the pattern for the conduct of appellate lawyers than appellate judges. Judges must practice civility in order to foster professionalism in those appearing before them.

1. Inappropriate conduct will not be rewarded, while exemplary conduct will be appreciated.
2. The court will take special care not to reward departures from the record.
3. The court will be courteous, respectful, and civil to counsel.
4. The court will not disparage the professionalism or integrity of counsel based upon the conduct or reputation of counsel's client or co-counsel.
5. The court will endeavor to avoid the injustice that can result from delay after submission of a case.
6. The court will abide by the same standards of professionalism that it expects of counsel in its treatment of the facts, the law, and the arguments.
7. Members of the court will demonstrate respect for other judges and courts.

STANDARDS OF PRACTICE TO BE OBSERVED BY ATTORNEYS APPEARING IN CIVIL ACTIONS

Adopted in *Dondi Properties Corp. v. Commerce Sav. and Loan Assn*, 121 F.R.D. 284 (N.D. Tex., July 14, 1988)

A. In fulfilling his or her primary duty to the client, a lawyer must be ever conscious of the broader duty to the judicial system that serves both attorney and client.
B. A lawyer owes, to the judiciary, candor, diligence and utmost respect.
C. A lawyer owes, to opposing counsel, a duty of courtesy and cooperation, the observance of which is necessary for the efficient administration of our system of justice and the respect of the public it serves.
D. A lawyer unquestionably owes, to the administration of justice, the fundamental duties of personal dignity and professional integrity.
E. Lawyers should treat each other, the opposing party, the court, and members of the court staff with courtesy and civility and conduct themselves in a professional manner at all times.
F. A client has no right to demand that counsel abuse the opposite party or indulge in offensive conduct. A lawyer shall always treat adverse witnesses and suitors with fairness and due consideration.
G. In adversary proceedings, clients are litigants and though ill feeling may exist between clients, such ill feeling should not influence a lawyer's conduct, attitude, or demeanor towards opposing lawyers.
H. A lawyer should not use any form of discovery or the scheduling of discovery, as a means of harassing opposing counsel or counsel's client.
I. Lawyers will be punctual in communications with others and in honoring scheduled appearances and will recognize that neglect and tardiness are demeaning to the lawyer and to the judicial system.
J. If a fellow member of the Bar makes a just request for cooperation, or seeks scheduling accommodation, a lawyer will not arbitrarily or unreasonably withhold consent.
K. Effective advocacy does not require antagonistic or obnoxious behavior and members of the Bar will adhere to the higher standard of conduct which judges, lawyers, clients, and the public may rightfully expect.

JOSH BROCKMAN-WEBER

EMPLOYMENT

Messer Fort, PLLC*, Austin Office** ***August 2022 to Present
Senior Attorney

Practice Areas: City attorney and general counsel services for various cities and economic development corporations across Texas. Advises cities, EDCs and special districts in North, Central and East Texas in all aspects of general municipal law, economic development, real estate and construction law, and land use and development including public improvement districts (PIDs), tax increment reinvestment zones (TIRZ), and municipal utility districts (MUDs).

City Attorney Clients:

City of Marble Falls
City of Kilgore
City of West Lake Hills
City of Jonestown
Village of the Hills
City of Schulenburg
City of Round Top

EDC General Counsel Clients:

Buda Economic Development Corporation
Pflugerville CDC
Marble Falls EDC
City of Magnolia 4A and 4B EDC

The Nichols Firm, PLLC,* Houston** ***Oct. 2016 to 2022

Government Practice: Advise cities, economic development corporations, and special districts regarding all aspects of local government law (state and federal), including application of municipal codes and ordinances and state law compliance issues; public information requests, land use and development, economic development projects and agreements, tax abatement, reinvestment zones, public improvement districts, various contracts including infrastructure improvements and development agreements; employment law; and litigation services at the trial and appellate level.

Private Practice: Advise private clients concerning municipal, administrative, economic development, land use, real estate, deed restriction and homeowner / property owner association issues.

Brockman, Brauchle, PLLC,* Houston** ***March 2009 to April 2014

- Advisor and litigator for business and individual clients involving contract disputes, commercial real estate investing, commercial and residential construction disputes including the Residential Construction Liability Act, real estate fraud, health care services, partnership and minority shareholder disputes, business purchase disputes;

City of Houston Municipal Courts – Judge ***2010 to 2012***

- Administrative Law Judge and Associate Judge who resolved large dockets of cases involving violations of municipal ordinances, regulations, and state laws including housing, building, transportation, and criminal codes

Paxson & Associates, P.C.,* Houston** ***Sept. 2007 to March 2009

- advised clients on various contractual matters including employment agreements, theft of trade secrets and confidential information, non-compete agreements, trademark disputes, and physician compensation agreements
- Litigator for builders, general contractors, subcontractors, vendors, and homeowners related to residential and commercial construction contracts and business matters

Littlepage Booth – Attorney/Partner ***Sept. 1999 to August 2007***
Houston

- Litigated highly complex products liability cases involving pharmaceuticals and medical devices claims in various state and federal courts

EDUCATION

Texas Tech University School of Law – Doctor of Jurisprudence, 1999

University of Houston Law Center- 1999

The University of Texas at Austin – Bachelor of Arts, 1994

ADMISSIONS & MEMBERSHIPS

State Bar of Texas – 1999 to present

Austin Bar Association

State Bar of Texas Sections on Government Law, Litigation, and Construction Law

Texas City Attorney's Association

U.S. District Courts: Southern, Eastern and Western

NOTABLE CASES

- *City of Patton Village, Texas v. Concerned Citizens Against Wrongful Annexation;* No. 09-21-00368-CV; (Tex. App.—Beaumont Nov. 3, 2022), pet. denied) [successful appeal granting City's motion to dismiss disgruntled residents' claims that City's thirty year-old annexation ordinance was void]

- *A Status Construction, LLC v. City of Bellaire, Texas*, No. 01-21-00326-CV, (Tex. App.—Houston [14th Dist] 2022, no pet.) [Appeal defending the granting of City's motion to dismiss contractor's million dollar claim against city in road construction project; fraudulent surety bonds also at issue];

- *Warner-Lambert Co. v. Wakefield,* 544 U.S. 1044, 125 S.Ct. 2252 (May 16, 2005). [Successful appeal to retain $11.5M jury verdict in wrongful death case; petition for writ of certiorari on punitive damages denied];

EXECUTIVE SUMMARY
11/21/2024

AGENDA SUBJECT:
Approval of the purchase of Toro Reelmaster 3100-D Mower, utilizing Buyboard contract 706-23 from Professional Turf Products, L.P., in the amount of $57,343.07; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
Parks and Recreation budgeted for a replacement mower for Benbrook Youth Baseball/Softball fields in FY 24. The existing mower is nearing twenty (20) years in age, double the life expectancy in hour-usage, and is beyond repair. Additionally, included in the quote is an attachment of a Verticutter that will be used to dethatch and eliminate potential 'lips' that develop in between the infield/outfield area. The department appreciates the replacement funds to keep our softball fields in pristine condition for youth baseball and softball.

Local Government Code Sec. 271.012: Cooperative Purchasing Program Participation, provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. BuyBoard Contract #706-23 will be used

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:
Greg Olmer, Assistant Director

Fiscal Impact

Amount requested:	$57,343.07
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One Time
Fund source (Operating / Utility / etc.):	40-04-7100

Attachments:

1. Toro Mower

Professional Turf Products, L.P.
1010 North Industrial Blvd.
Euless, Texas 76039
Professional Turf Products
(817) 785-1900
sales@proturf.com

TORO Count on it.

Ship To	City of Leander Parks & Rec	Date:	9/17/2024
Bill To	BUYBOARD (CONTRACT # 706-23) - Credit Cards Not Accepted	Tax Rate	
Contact	Tony Savage	Destination	6.00%
Address		Trade-In	
		Finance	
Phone	737-233-4647	Account Type	Corp
Email	tsavage@leandertx.gov	QMS: ID	154721
Comments:			

Proposal

Qty	Model #	Description	Unit	Extended
1	03170	Reelmaster 3100-D	$	28,486.61
3	03189	27 Inch 8 Blade (RR) Radial Reel EdgeSeries	$	13,855.02
3	03203	27 IN Verticutter	$	10,017.99
1	03172	27 Inch Lift Arm Kit	$	1,307.45
1	119-0635	DPA CU Tipper Kit (For Reelmaster 3100 Series)	$	74.63
1	3230-30	HOC - Extended Carriage Bolts (Higher Than 1 ½ Inches)	$	7.89
1	119-0626	Roller Shim	$	2.29
1	03244	RM 3100 End Weight Kit (3)	$	284.40
1	120-7230	Reelmaster HD DPA MVP Kit	$	60.96
		Reelmaster 3100-D	**$**	**54,097.24**

SubTotal	**$**	**54,097.24**
Destination	**$**	**3,245.83**
Tax (Estimated)	**$**	**-**
TOTAL	**$**	**57,343.07**

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.
Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:

1. **Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.**
2. **Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.**
3. **Order cancellations are subject to fees up to 10% of the original order value.**
4. **Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.**
5. **Payments by Credit Card are subject to convenience fee.**
6. **Used and Demo equipment is in high demand and availability is subject to change.**
   - **A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.**
   - **B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.**
   - **C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.**

Confidential Property of Professional Turf Products

7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
   A. PTP will work with third party financial institutions to secure leases when requested to do so.
   B. When using third party financiers, documentation fees & advance payments may be required.
   C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
   D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____ Date: _____

AGENDA ITEM # 13

EXECUTIVE SUMMARY
11/21/2024

AGENDA SUBJECT:
Approval of an expenditure to Alan Plummer Associates, Inc. in the amount of $161,098.43 (Leander's portion) for additional design services focused on rehabilitation of existing equipment and treatment units at the Brushy Creek Regional Wastewater System (BCRWWS) East Wastewater Treatment Plant (East Plant) owned by the City of Round Rock, City of Cedar Park, City of Austin, and City of Leander.

BACKGROUND:
A portion of the City of Leander's wastewater flows are treated by the BCRWWS which is owned by the City of Round Rock, City of Cedar Park, City of Austin, and City of Leander (Owners). The BCRWWS consists of two (2) wastewater treatment plants (WWTP), the East Plant [permitted for 30 million gallons per day (MGD] capacity) and the West WWTP (3 MGD capacity). Leander's ownership interest in the East Plant capacity is 12.82%. Operation and management of the BCRWWS rests with the Operations Committee comprised of Owners' representatives. The Committee develops a capital expense budget annually, and in a prior agreement Owners, agreed for Round Rock to manage that budget.

For the East Plant expansion to 30 MGD, the Owners selected Plummer Associates as the Prime consultant on the project who in turn selected Freese & Nichols and K. Friese & Associates as Engineer. This work is underway and the Owners in November 2023 selected the same engineering team to design the next expansion to 40 MGD. Recently, the Owners agreed to change the scope of the contract for additional design services focused on rehabilitation of existing equipment and treatment units at the East Plant and Round Rock and Plummer have entered Supplemental Agreement No. 1 for the additional services.

The total cost of the design for the rehabilitation of the East WWTP is $1,256,618.00, which will be shared by the four (4) cities based on plant ownership of the 30 MGD treatment capacity as set forth in the Interlocal Agreement approved by Council at the November 7, 2024 meeting. Leander's cost obligation is 12.82% or $161,098.43. This request is for authorization to pay Leander's portion under Supplemental Agreement No. 1.

HISTORY/TIMELINE:
12/08/2009 - Cities of Austin, Cedar Park, and Round Rock (Parties) entered into a Master Contract for the BCRWWS
06/04/2010 - Approval of Amended and Restated Master Contract for financing
06/09/2011 - Approval of the First Amendment to the Master Contract to clarify duties for allocation of Cost and Re-rating
06/19/2017 - Approval of an Interlocal Agreement Re-rating and Expansion of the East WWTP
07/13/2017 - Approval of an Interlocal Agreement regarding the 30 MGD Expansion
09/21/2023 - Approval of a Second Amendment to the Master Contract to provide for Leander's purchase of an undivided interest in the East Treatment Plant and the West Treatment Plant real property, and to modify the flow calculation methodology
01/25/2024 - Approval of an Interlocal Agreement regarding the 40 MGD Expansion

11/07/2024 - Approval of an Interlocal Agreement regarding allocation of costs for the rehabilitation of the East WWTP of the BCRWWS

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval to pay Leander's portion of the supplemental contract with Alan Plummer Associates, Inc. for the design of the BCRWWS East WWTP Rehabilitation Project.

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

Fiscal Impact

Amount requested:	$161,098.43
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	20-06-5622 Utility Fund

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Attachments:

1. Plummer Rehab Contract

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES

FIRM: **PLUMMER AND ASSOCIATES, INC.** **("Engineer")**
ADDRESS: **8911 N. Capital of TX Hwy, Building 1, Suite 1250, Austin, TX 78759**
PROJECT: **BCRWWS East Wastewater Treatment Plant Expansion to 40MGD**

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Plummer and Associates, Inc., hereinafter called the "Engineer."

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract," on the 2nd day of November, 2023 for the BCRWWS East Wastewater Treatment Plant Expansion to 40 MGD Project in the amount of $6,072,849.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by $1,256,618.00 to a total of $7,329,467.00;

NOW THEREFORE, premises considered, the City and the Engineer agree that said Contract is amended as follows:

I.

Article 1, City Services and Exhibit A, City Services shall be amended as set forth in the attached Addendum To Exhibit A.

II.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum to Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum to Exhibit C.

III.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by $1,256,618.00 the maximum amount payable under the Contract for a total of $7,329,467.00, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

PLUMMER AND ASSOCIATES, INC.

By: Mary Pistello
PRINCIPAL

10/8/2024
Date

CITY OF ROUND ROCK

By: _____
Craig Morgan, Mayor

11/7/24
Date

APPROVED AS TO FORM:

_____
Stephanie L. Sandre, City Attorney

PLUMMER

ADDENDUM TO EXHIBIT A

City Services

The City of Round Rock will furnish to the Engineer the following items/information:

- Attend kickoff meeting and progress meetings as needed.
- Designate a person to act as City's representative with respect to the services to be performed or furnished by the Engineer. This representation will have authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to engineering services.
- Provide all criteria and full information as to City's requirements for the project, including objectives and constraints and furnish copies of all standards which City will require to be included in the project.
- Assist Engineer by placing all available information pertinent to the Project, including previous information and any other data relative to the Project at the ENGINEER's disposal.
- Provide digital design files or any records available which would assist in the completion of the project development.
- Timely review and comment on the draft report, drawings, and technical specifications.

ADDENDUM TO EXHIBIT B

Engineering Services

Engineering Services to be provided:

Background

The Brushy Creek East Regional Wastewater Treatment Plant (Plant) is owned by the Brushy Creek Regional Wastewater System (BCRWWS), who are the Cities of Round Rock, Cedar Park, Leander and Austin (Partners). The engineering team, led by Prime consultant Plummer Associates, consultants Freese & Nichols, and K. Friese & Associates (Engineer) designed the most recent expansion to 30 MGD, which is under the construction phase. This engineering team is currently engaged in the design of the next expansion to 40 MGD.

The purpose of this scope of services is to provide additional detailed design services focused on rehabilitation of existing equipment and treatment units at the Plant. Some of these items will require condition assessments from the Engineer or equipment field representatives from manufacturers, prior to completed design effort. The goal is to have additional engineer-sealed technical documentation to add to the 40 MGD expansion bid phase. Allowing the rehabilitation work to be performed under the same project, overseen by one general contractor.

Rehab Detailed Design

The scope of this project is to provide detailed design services for the rehabilitation of specific equipment, or treatment units at the Plant, based on the Partners' provided list. Design effort required is based on each specific item, and what the Engineer judges is reasonably required for the eventual contractor to accurately bid and perform the work.

Treatment Areas

0 General: Provide general information about the project including site location, current project and future site plan, general construction notes, pipe materials and piping notes, abbreviations, instrumentation legend, process diagrams, treatment unit's summary, schematics, and P&IDs, 3D site plans and other plant-wide information.

No Paving will be provided to access the existing treatment areas from existing plant roadways. Pavement rehabilitation for other existing roads will not be provided.

100 Influent Lift Station 1: Specifications and compatibility review for 1 small & 1 large pump
Provide mechanical design for the following items;

- New Pedestals & discharge spools
- Replacement of all ARV's
- Replacement of all knife gate valves, check valves and plug valves
- Removal of mixers
- Adding mechanical slide gate for isolation
- Pump guiderail replacement
- Adding Wetwell Wizard

Provide drawings and specifications for replacement instrumentation, radar, floats and pressure transducer. Design documents for replacement of corroded pump junction boxes, seal improvements and wiring replacements. Design for cable management system for pumps.
Condition assessment of the wetwell, prior to re-coating and blasting .
Provide pipe blasting and coating technical documentation.

510 Blower Building: Drawings and specifications for replacement MCP for both single stage blowers (1 & 2). Replace LCPs on both existing single stage blowers (1 & 2)and coordination of instrumentation and electrical discipline on LCPs. Design the replacement of the single stage blowers (1 &2) soft starters. The existing soft starters are currently integrated into a motor control center lineup that will have exceeded its estimated lifespan once construction is completed. The design will include reviewing whether the new starters can be fed from SWB-BB3 in the blower building electrical room 2, instead of replacing the motor control center.

610 Existing Final Clarifiers Rehab Modifications (including scum pump stations): Manufacturer and engineer assessment of support beams at outer edges of skimmer arms for clarifiers 3 & 4 (they showed corrosion on last inspection). Replacement for scum pump station telescoping valves on stations 1 & 2. Design for replacing control panel for scum pump station 2. Specifications for direct replacement (like for like) of chopper pump 1. Replacement of conduit/wiring between the existing clarifier 1 and clarifier 2 control panels and MCC-SPB.

660 RAS/WAS Pump 1 & 2 Station Modifications: For Train 1, specifications and drawings for 1 WAS Pump, and 2 x RAS pumps (mechanical seal style). Electrical discipline review of compatibility for new pumps, HP limitations may exist and limit design. Small modifications to pipework may be included in design to ensure pumps fit (no structural design of pump station is included). Any upsizing requirements to power these pumps will require additional design services.

RAS/WAS train 1 is fed from MCC-SPB. MCC-SPB has exceeded its estimated lifespan and needs replacement. The MCC will be replaced one for one, including the pump VFDs and the non-functional ATS. FNI will coordinate with a testing company to test the existing transformers feeding the pump station to see if they also need to be replaced. For Train 2, design for 1 new WAS Pump and 1 new RAS Pump (mechanical seal style). Demolition sheets to remove redundant seal packing equipment, e.g. pipes and pressures switches (both pump stations).

800 UV Disinfection 1 Modifications: Condition assessment visit by engineer and supporting manufacturer (Veolia / Suez Technologies). Engineer to review current system compliance with 217 requirements (spares and performance). Recommendations from the manufacturer and engineer for maximizing equipment life span and performance / efficiency. Provide specifications and any necessary drawings to show recommended rehab of the unit.

Design for new PLC control cabinet. Design for replacement jib crane trolley for lifting existing bulbs and banks. Structural / mechanical design for recommended shade canopies over electrical equipment. Individual removeable canopy / covers for the UV AquaArray system (banks and bulbs). (This design will not include a large or expansive canopy over the whole structure or bridge crane).

850 Reuse Filters Controls: I/O cabinet (remote I/O) that takes signals for JB pumps, transfer pumps, filter flow, filter influent flow control valve

1350 Dewatering Building Improvements: Design drawings and specifications for;

- Replacement of 4 BFPs, including wash water booster pumps, polymer dosing rings, pipe modifications, structural modifications, and controls modifications.
- The existing BFP control panels and various supporting process equipment is fed from the MCC in the building. This MCC needs to be heavily modified to support the new belt filter presses, design may include complete replacement.
- Engineer is not planning redesign of the existing conveyor belts or existing sludge hopper system.
- Freeze protection (heater or heat jacket) for polymer small diameter piping (freezing issues in cold weather).
- Replace polymer feed pumps and feed piping
    - Resizing calculation based on polymer type, polymer active strength, WAS composition, and BFP feed requirements.
- Add potable water feed and backflow preventor to dewatering building for backup wash water to BFPs, all wash water feed pumps will be connected. Plummer to review the number of units which could be supported (e.g. water demand).
- Include 3D point cloud scan of existing Dewatering Building interior and exterior spaces.
- Engineer to evaluate options with manufacturer to prevent or reduce freezing of hopper gates during cold weather periods.
- Design for replacement of sludge hopper control panel number 1, due to known corrosion.

1400 Odor Control Improvements:

A. Rehabilitation of Biofilters 1 and 2:
   - Condition Assessment Phase: Conduct 1x site visit for the existing biofilter media rehab and prepare estimated cost of filter media replacement at both the South and East Biofilters.
   - Construction plans will include design drawings for filter media replacement, underdrain rehabilitation, irrigation system replacement, foul air fan replacement, and soft starters for the fan motors. Structural review of fan slab. Electrical and Instrumentation review of new system. Specifications will be provided for the listed items, as well.

B. Design of a second 2-stage, vapor phase Odor Control Unit 2 (plans and specifications for biological odor control, carbon scrubber, foul air fans and ductwork). Capacity sizing for the OCU2 will depend on the selection of the extent of Biofilters 1 and 2 rehabilitations. Structural design of OCU2 slab. Electrical and Instrumentation design of new system.

1600 Biosolids Building (Dewatering Building): HVAC, structural and electrical design. Design drawings and specifications for replacing ventilation fans in the dewatering building. Design new catwalks and access platforms on NE side of building at BFP #4. [This scope does not include any assessment or design for siding, door, or roofing repairs.]

1700 Additional Standard Details: Provide standard construction details for treatment facilities listed above.

1800 Instrumentation:
- Provide instrumentation to support the new and modified treatment facilities and processes listed above.
- Existing instruments in areas of the plant not being modified will not be changed.
- Site visit to the facilities to document existing systems and new modifications.
- Update of I/O tables, communication highways, coordination with existing SCADA system.
- Provide and coordinate operation narrative for instruments and SCADA system programming.
- Provide motor controllers programming narrative and coordinate with electrical discipline modifications on motor controls and set points of pumps and equipment.
- Provide Instrumentation and communication coordination with HVAC discipline for controls.

Tasks:
The scope of work is further defined in seven tasks including:

Task 1. Project Management (additional)
Task 2. Rehab Design
Task 3. Condition Visits & Additional Field Surveys
Task 4. State Approvals
Task 5. OPCC and Construction Schedule (additional)
Task 6. Quality Review (additional)
Task 7. Supp Services – Dewatering Bldg HVAC

Task 1. Project Management (additional)
CONSULTANT shall manage the services required to complete the Project tasks from start of the design phase through the Bidding services. Project management consists of project administration, coordination and supervision of the project team and other internal resources, external project coordination and quality management for project milestones and deliverables to meet the project schedule and budget.

1.1. Project Execution Plan and Kickoff Meeting

(Modifying) Project Management Planning: The purpose of this task is to prepare the detailed Project Management Plan (PMP) that will be used during the execution of this PROJECT. The PMP will consist of;

- Project scope
- Project schedule
- Deliverables
- Identify team member roles, responsibilities, and lines of communication
- List the members of Project team management and Review Team with email addresses and telephone numbers.

Key PMP definitions and details include;

1. Project Instructions: Define PARTNERS and CONSULTANT team organization, communication, cost control procedures, document control, health and safety considerations, change management and other PROJECT management requirements.
2. Schedule: CONSULTANT shall submit a Project design schedule in .pdf for PARTNERS PROJECT MANAGER's review and approval before the kick-off meeting. Initially, the schedule shall reflect the durations agreed upon during the Project scoping/fee proposal meeting. CONSULTANT shall finalize the baseline schedule after the kick-off meeting and submit to PARTNERS PROJECT MANAGER for final review. CONSULTANT shall update the schedule monthly.
3. CAD Standards: Define CAD software standards, graphic standards, file naming conventions and standards, revision/iteration control and other graphic standards.
4. Quality Management Plan: CONSULTANT will use its standard continuous quality control process. The QMP will define the quality control process as customized for this PROJECT.
5. Project Health and Safety Plan: CONSULTANT will develop a health and safety plan to apply to CONSULTANT employees working on this PROJECT. It will address safety in the office and during site visits and include PARTNERS requirements.

Kickoff Meeting: CONSULTANT shall facilitate a kickoff meeting with project team task leaders and PARTNERS. CONSULTANT shall submit the meeting agenda for PARTNERS review at least three (3) days prior to the meeting and distribute the approved agenda and sign-in sheet at the meeting. CONSULTANT shall prepare meeting notes within five (5) work days after the meeting date and provide a draft to PARTNERS PROJECT MANAGER electronically for review. After incorporating PARTNERS comments, CONSULTANT shall submit the final notes electronically to PARTNERS PROJECT MANAGER within three (3) work days. Draft becomes final if no comments are provided.

Project kick-off meeting agenda will include:

- Introductions;
- Project objectives, goals and expectations (success factors);
- Lines of communication;
- Project design and construction schedule;
- Design criteria and standards, equipment preferences, information needs by CONSULTANT
- Other items related to the Project.

Meetings: Project kickoff meeting
Deliverables: Baseline schedule, kickoff meeting materials and notes.

1.2. Additional Monthly Monitoring, Administration and Status Reporting

The CONSULTANT will establish internal PROJECT controls to monitor PROJECT status, budget, staffing, and

schedule on an on-going basis. Budget and schedule status will be reviewed by the CONSULTANT weekly. The CONSULTANT will prepare monthly status reports within 10 working days after the close of the CONSULTANT's accounting month.

Monthly status reports and invoice will be submitted electronically to PARTNERS. CONSULTANT shall submit monthly invoices in the approved format for PARTNERS review and approval. Each invoice package shall comply with the requirements of the Contract.

Meetings: N/A
Deliverables: Progress Report in pdf format

1.3. Additional Subconsultant Management

CONSULTANT shall manage, coordinate, and be responsible for efforts of its subconsultants participating in the Project. This includes distribution and coordination of work among the subconsultants, coordination of meetings/workshops and site visits, review and payment of monthly billing, and quality assurance and control of the work and documents submitted by the subconsultants.

The following are the subconsultants involved in the Project and their area of responsibility:

K. Friese & Associates

1. Influent lift station 1 – Pump selection & Wet well Wizard design

Freese & Nichols Inc.

1. HVAC/Plumbing – Biosolids Building
2. Structural – ILS1 condition assessment, UV Jib crane, UV canopies & Biosolids Building access stairs.
3. Electrical – ILS1 replacement of junction boxes and wiring, Blowers 1 & 2 improvements, RAS Building ATS, supporting electrical for new pumps, UV1 rehab review, Odor fans power, Biosolids building BFP supporting electrical.

Meetings: Internal Task Kickoff meetings, Internal design coordination meetings
Deliverables: N/A

Task 2. Design

Design Task includes 30%, 60%, 90% and 100% design subtasks. OPCC and Quality Review are separate tasks.

2.1. 30% Design

30% design includes preliminary discipline design tasks. The focus of the 30% design set will be finalization of process details, treatment unit sizing, equipment sizing, and controls concepts. The purpose of this task is to use the existing O&M documentation and previous design/equipment sizing as checks for design concepts, develop the PROJECT design to achieve a true "design freeze" at the conclusion of 30% Design. The end products from this task will consist of 30% Discipline Design Basis of Memoranda with a set of drawings which will provide sufficient information for PARTNERS and agency review and design team coordination and review. Specific work activities and deliverables from this task are as identified below.

2.1.1. HVAC

30% Design for HVAC will consist of the following.

- Review HVAC criteria and code requirements;
- Develop calculation for initial process building/structures
- HVAC modifications required due to new equipment.
- Select type of ventilation system to be used in process buildings including hazardous material areas (inlet air tempered with both inlet and outlet fans, simple exhaust fan system).
- Select type of heating system to be used (hot water boiler, hot air furnace, space heaters). Identify fuel (gas, oil, or other fuel) for heating buildings and identify local fuel storage requirements, if any.
- Select type of air conditioning system to be used in personnel spaces (variable air volume system, zoned constant air volume system).
- Coordinate with the architectural discipline to establish design R-values for exterior walls.
- Coordinate with Process Mechanical to determine overall odor control requirements for the PROJECT. Confirm adequate air changes provided for equipment/occupied spaces and use of existing facilities.
- Review concepts and draft work products with and seek approval from quality control reviewer.

2.1.2. Process Mechanical

30% Design for process mechanical will consist of the following:

- Modelling
    1. Update odor model prior to equipment design to verify sizing of equipment and off-site impacts.
- Select equipment type and determine size/capacity/redundancy of treatment unit processes and ancillary systems.
- Select process mechanical piping, sizes and materials.
- Review capacity of existing processes and equipment to remain in service. Assign capacity to existing processes.
- Coordinate with I&C to prepare process flow diagrams and P&IDs.
- Update process flow diagrams for liquid treatment process and solids treatment process.
- Develop process control narratives.

- Develop schematics for plant water system, potable water system, drain system, and odor control system.

- Develop system curves for the following pumping applications prior to equipment preselection:

    1. Influent lift station 1
    2. Return Activated Sludge Pumps (Train 1 & 2)
    3. Waste Activated Sludge Pumps (Train 1 & 2)
    4. Aeration Basin Single Stage Blowers (1 & 2)
    5. Poly pumps

- Develop process mechanical criteria and code requirements;

- Develop process mechanical building/structure plans and sections.

- Update equipment list with sizing for major equipment. Coordinate with the PARTNERS on preferences of equipment manufacturer and processes.

- Prepare equipment arrangements.

- Review concepts and draft work products with and seek approval from quality control reviewer.

2.1.3. Structural

30% Design work for structural will consist of the following activities.

- Perform a structural evaluation of existing facilities that require retrofit/rehabilitation to identify areas where the facilities may need additional reinforcement or modifications.

- Develop initial structural demolition plans.

- Coordinate with architectural discipline on the selection of building concepts. Consult with lead process mechanical engineer on building/structure layouts.

- Select design concepts and materials for canopies, handrails, stairs, and gratings

- Develop building foundation and structure concepts based on schematic building layouts.

- Review concepts and draft work products with and seek approval from quality control reviewer.

2.1.4. Electrical

30% Design work for electrical will consist of the following.

- Prepare overall one-line diagram and individual demolition and proposed one-line diagrams for each switchboard and motor control center for proposed facilities. Several switchboard and motor control centers will be modified or replaced as part of the rehabilitation work.

- Coordinate with lead process mechanical engineers to size equipment motors.

- Prepare load calculations.

- Review existing electrical rooms and arrange electrical equipment to ensure the equipment can be installed while maintaining process continuity. Electrical rooms anticipated to be modified are the Central Electrical Building, Blower Building Electrical Room 1 and Electrical Room 2, RAS/WAS Train 1 Electrical Room, Biosolids Electrical Room, and East Electrical Building.

- Prepare a preliminary layout of the major electrical equipment located in each electrical room. Determine equipment and instruments requiring uninterruptable power supplies (UPS) and locations of UPS equipment. Coordinate with I&C discipline to determine space requirements and locations for control equipment. Locate major I/O termination panels, TJB's, and control panels.

- Determine redundancy requirements for critical process mechanical equipment and power distribution per client preferences and TCEQ requirements.

- Establish preferred voltages for power distribution and utilization equipment.

- Prepare electrical site plan

- Coordinate with other disciplines (architectural, process/mechanical) to resolve code compliance issues specific to these disciplines.

- Develop schedule of hazardous and corrosive locations.

- Review concepts and draft work products with and seek approval from quality control reviewer.

2.1.5. Instrumentation and Control

30% Design work for the instrumentation and control will consist of the following activities.

- Site visit to document and develop the existing controls system architecture, include fiber optic routing, network configuration, the location of PLCs, computers, etc.
- Document existing control system panel layout, including input/output terminal locations, panel door mounted control stations and internally mounted field instruments.
- Document and develop existing PLC I/O listing
- Document existing Lift Station 1 for inclusion into a communication system to the plant.
- Determine and generally locate future control system panels.
- Determine and generally develop a control system architecture that includes the existing and proposed control system panels, including routing of a fiber-optic network.
- Determine, based upon the Design Basis Memorandum those existing control system panels that will either be removed or modified during the expansion project.
- Coordinate and review with Mechanical discipline the development and documentation of Process & Instrumentation Diagrams (P&IDs) of the existing processes that will remain in service. For those modified processes the P&IDs will reflect the modifications, including new instrumentation and equipment.

2.1.6. Construction Sequencing

- Develop construction sequencing option for the project.
    - Equipment relocation/modification areas;

- ILS1 rehab work
- BFP tie in and work plan
- LPA tie-in at blower building for Blowers 1 & 2
- UV1 rehab work

2.1.7. 30% Design Document Completion

- Prepare 30% Discipline Design Basis Memoranda and drawings.
- Complete 30% OPCC – See Task 6.
- Complete 30% quality review – See Task 7.
- Prepare draft technical specifications – Table of Content/Index with instrumentation/communication Specification titles.

2.1.8. 30% Design Workshop

CONSULTANT will conduct a half-day workshop with the PARTNERS's personnel to review the work products from subtasks 1.1.1 through 1.1.11, as defined above. The workshop will be held at the Plant. Final notes from the workshop and the work products as defined above will be assembled in the 30% Design report and submitted to the PARTNERS.

Meetings: 30% Design Review Workshop
Deliverables: Meeting materials and notes and 30% Discipline Design Basis Memoranda including Drawings (electronic & five [5] printed copies), Process Modelling Technical Memorandum

2.2. 60% Design

The purpose of this task is to use the data and guidelines developed in the 30% Design Report and Drawings, and further develop the approved design concepts, develop the PROJECT design to achieve a true "design freeze" at the conclusion of 60% Design. The focus of the 60% design information will be major architectural concepts, structural development, major electrical arrangements, concepts, and additional refinement of the civil and Process Mechanical designs. The designs of individual treatment units will be tailored around the equipment selected in the equipment preselection process. The end products from this task will consist of 60% drawings which will provide sufficient information for PARTNERS and agency review and design team coordination and review. Specific work activities and deliverables from this task are as identified below.

2.2.1. HVAC

- Prepare sizing calculations for HVAC equipment based on energy code requirements and selected building construction materials. Prepare HVAC equipment data sheets and cut sheets.
- Create ventilation concept drawing (louver locations, fan locations, type of equipment, air flows).
- Identify routing or right-of-way for major duct runs. Locate major air handling equipment. Confirm size of mechanical equipment rooms.
- Prepare HVAC system block diagrams. Define HVAC system control philosophy.

- Prepare first draft of technical specifications not already included in the pre-selection process.
- Review Design and draft work products with and seek approval from quality control reviewer.

2.2.2. Process Mechanical

- Finalize major equipment sizing calculations.
- Coordinate with I&C on completion of P&IDs.
- Coordinate with I&C on development of process control narratives.
- Prepare 3-D electronic models, building and structure layouts (plans and major section(s)).
- Prepare preliminary mechanical equipment demolition plans.
- Assemble catalog cuts for major process equipment. Complete equipment data sheets or equipment list on major equipment items.
- Incorporate corrosion control recommendations into design.
- Coordinate with I&C in the finalization of P&IDs
- Final ancillary equipment sizing and line sizing calculations.
- Final equipment selection (type, size, weight, arrangement).
- Select piping materials.
- Prepare first draft of technical specifications not already included in the pre-selection process.
- Review 60% Design and draft work products with and seek approval from quality control reviewer.

2.2.3. Structural

- Document structural design concept for each building (room by room) and structure. Finalize materials of construction (cast-in-place versus precast concrete, roof structures, etc).
- Incorporate corrosion control recommendations into design.
- Prepare 3-D electronic models, preliminary floor plan for major structures.
- Prepare first draft of technical specifications not already included in the pre-selection process.
- Review 60% Design and draft work products with and seek approval from quality control reviewer.

2.2.4. Electrical

- Prepare detailed electrical load calculations.

- Identify rights-of-way and routing methods for electrical conduit and cable tray. Lay out duct bank system (major runs/manholes). Locate manholes and hand holes. Coordinate with civil yard piping
- Prepare preliminary site lighting layout.
- Prepare electrical site plan
- Prepare electrical utility coordination
- Prepare ductbank details
- Prepare power systems study
- Prepare short circuit analysis
- Analyze motor starting and voltage/frequency response
- Design a preliminary interior lighting layout.
- Define hazardous locations (NFPA 820) and document. Define corrosive locations and document.
- Prepare first draft of technical specifications not already included in the pre-selection process.
- Review 60% Design and draft work products with and seek approval from quality control reviewer.

2.2.5. Instrumentation and Control

- Coordinate the of control system architecture for processes that will be updated or impacted by this Rehab project that includes the existing and proposed control system panels, including routing of a fiber-optic network, plc cabinet specifications, network cabinets, wiring diagrams, and Integration into the existing .
- Coordinate the modifications the existing control system panels, including the removal of panel door-mounted control stations and internally, mounted field instruments
- Coordinate and update the PLC input/output list for existing control system panels.
- Develop PLC input/output list for proposed control system panels.
- Develop P&IDs for proposed processes, including instruments, equipment, panel fronts and input/outputs into PLC.
- Develop plans for modifying existing control room and network equipment.
- Develop documents for communication to offsite lift stations.
- Develop modifications to existing starters and VFDs caused by the removal of the control system panel door mounted devices.
- Develop I&C specifications and control narratives with the mechanical discipline

- Develop and discuss selection/procurement of system integrator.

2.2.6. 60% Design Document Completion

- Draft project specific Division 0 and 1 documents including draft bid forms, bidder requirements, temporary field office, temporary utilities, testing, site security requirements.
- Prepare 60% Design drawings (using the same disciplines as shown in Task 2.1).
- Prepare draft technical specifications.
- Prepare revised calculations.
- Complete 60% OPCC – See Task 6.
- Complete 60% quality review – See Task 7.

2.2.7. 60% Design Workshop

CONSULTANT will conduct a 1/2-day workshop with the PARTNERS's personnel to review the work products from subtasks 1.2.1 through 1.2.10 defined above. The workshop will be held at the Plant. Final notes from the workshop and the work products as defined above will be assembled in the 60% Design report and submitted to the PARTNERS.

Meetings: 60% Design Review Workshop
Deliverables: Meeting materials and notes, and 60% Design Drawings (electronic & five [5] printed copies), and Specifications & DBMs (electronic).

2.3. 90% Design

The purpose of this task is to utilize the conceptual decisions of the PROJECT that were made during 60% and to complete and finalize the Design preliminary calculations and progress design to approximately 90% completion. Structures, equipment, major plant piping, process, site plan are finalized to allow final detailing during 90% Design. Specific activities, and work products from this phase are described in the following subtasks:

2.3.1. HVAC

- Finalize models, plans and sections
- Prepare details and standard details
- Prepare final HVAC equipment list
- Finalize technical specifications

2.3.2. Process Mechanical

- Finalize calculations
- Update hydraulic calculations to design confirm early design assumptions.

- Finalize plans and sections
- Prepare details and standard details
- Prepare final equipment schedules
- Finalize technical specifications

2.3.3. Structural

- Finalize models, plans and sections
- Prepare details and standard details
- Finalize calculations
- Finalize technical specifications

2.3.4. Electrical

- Finalize project electrical drawings
- Finalize area electrical drawings
- Develop miscellaneous electrical drawings, details and standard details
- Prepare final electrical schedules
- Finalize technical specifications

2.3.5. Instrumentation and Control

- Develop data sheets for field mount instrumentations
- Develop interconnection termination diagram drawings
- Develop conduit and wiring drawings
- Develop control strategies for HMI/PLC configuration
- Finalize the control system architecture.
- Finalize the modifications the existing control system panels, including the removal of panel door-mounted control stations and internally, mounted field instruments
- Finalize and update the PLC input/output list for existing and new control system panels.
- Finalize with mechanical discipline P&IDs for proposed processes.
- Finalized plans for modifying existing control room and network equipment.
- Finalize documents for communication to offsite lift stations.

- Finalized modifications to existing starters and VFDs caused by the removal of the control system panel door mounted devices.

- Finalize I&C specifications and control narratives with the mechanical discipline.

2.3.6. Construction Sequencing

- Revise and finalize construction sequencing to allow for rehabilitation facility work.

- Develop construction sequencing outline for temporary power to ensure process continuity when replacing motor control centers, VFDs, soft starters, etc. Coordinate with PARTNERS for which process equipment will need to be energized during construction.

- Develop process recommendations for the Contractor's use.

2.3.7. 90% Design Document Completion

- Finalize specification front-end documents, including General Conditions, General Requirements, bidding documents, bonds, and Instruction to Bidders. PARTNERS input is required at this point to determine construction contract requirements and insurance requirements.

- Prepare 90% Design drawings (using the same disciplines as shown in Task 2.2).

- Prepare draft technical specifications.

- Prepare final calculations.

- Complete 90% OPCC – See Task 6.

- Complete 90% quality review – See Task 7.

2.3.8. 90% Design Workshop

CONSULTANT will conduct half-day design workshop to review the work products with the PARTNERS's staff. The workshop will be held at the Plant, these are included in the expansion design scope and rehab items can be discussed at the same time.

Final workshop notes, documenting key decisions and the work products produced through subtasks above will be submitted to the PARTNERS.

Meetings: 90% Design Review Workshop
Deliverables: Meeting materials and notes and 90% Design Drawings and Specifications (electronic & five [5] printed copies) , Final Design Basis Memoranda (electronic & five [5] printed copies)

2.4. 100% Design

The purpose of this task is to develop the final contract drawings, specifications, and schedules for competitive bidding as well as the Final Design Report summarizing the design criteria and assumptions. Key activities will consist of:

2.4.1. Final Contract Document Completion

CONSULTANT will modify the contract documents to reflect agreed upon final review comments from the PARTNERS, applicable regulatory agencies and CONSULTANT's quality control review team. The final documents will then be submitted to the PARTNERS.

- Prepare final construction drawings (using the same disciplines as shown in Task 2.3).

- Prepare final technical specifications.

2.4.2. Final Design Report Completion

The Rehab Design Report will be finalized based on updates made during the design process. Draft and Final Design Reports will be submitted. As this is not part of the contract documents, it will be submitted after conformed documents are submitted.

Meetings: N/A
Deliverables: 100% Signed and Sealed Design Drawings and Specifications (electronic & five [5] printed copies)

Task 3. Condition Assessments & Field Surveys

Field Survey shall be conducted to further define the existing conditions. Condition assessments will be performed at existing facilities for scoped rehabilitation work. Interior and exterior access will be required to all equipment, structures, and components included herein.

3.1. Building Scan Survey's

- RAS/WAS PS 1 & 2
- ILS1 valve & pipe gallery
- Blowers 1 & 2 electrical room

Meetings: Site Visits
Deliverables: Point cloud models.

3.2. Geotechnical

Not required, utilizing existing reports.

Task 4. Additional State Approvals

State and Local Approvals activities are assumed to be minimal and limited to correspondence with TCEQ and City of Round Rock regarding design review and permission to construct.

4.1. TCEQ

4.1.1. Additional Correspondence with TCEQ regarding 217 requirements for rehab items.

Deliverables; Research & Construction Letter to TCEQ.

Task 5. OPCC and Construction Schedule

The Opinions of Probable Construction Cost (OPCC) for this Scope of Work will be prepared in accordance with the cost estimate classes defined by the Association for the Advancement of Cost Engineering. Construction schedule will be estimated at the same time and include results of the Construction Sequencing

task. Estimates will be developed according to the following:

5.1. Equipment Preselection – "Class 3" level estimate
5.2. 30% Design – "Class 4" level estimate
5.3. 60% Design – "Class 3" level estimate
5.4. 90% Design – "Class 2" level estimate
5.5. 100% Design – "Class 2" level estimate

The OPCC developed for the 100% design will be the CONSULTANT's final estimate of project construction cost prior to project Bid Advertisement.

Meetings: N/A
Deliverables: Equipment Preselection, 30%, 60%, 90%, and 100% OPCC

Task 6. Quality Review
The objective of this task is to develop and implement procedures to obtain the highest quality deliverables. The majority of the quality control review and approval will occur prior to the finalization of the work products from each design task. Each of the subtasks below is performed following development of the technical deliverables. The relevant review points are listed under each of the subtasks. A Quality Assurance Audit Log will be used to track progress of reviews.

6.1. Technical Review
A Quality Team will be established by the CONSULTANT consisting of three experienced engineers familiar with similar projects. An internal meeting will be held at the end of 30%, 60%, 90% Design and prior to completion of the 100% documents. The purpose of these reviews is to confirm that the design will accomplish the PROJECT objectives.

6.2. Intradiscipline Review
Detailed intradiscipline review will be conducted at the completion of 30%, 60%, 90% and prior to the completion of 100% Design. These reviews will be conducted for each discipline by a person not involved in preparing the plans or specifications for this PROJECT.

6.3. Interdiscipline Review
Interdiscipline checking will be conducted at completion of 60%, 90% and prior to the completion of 100% for agreement and coordination among the design disciplines and the specifications.

6.4. Constructability Review
Constructability reviews will be conducted at the completion of 30%, 60%, 90% and prior to the completion of 100% Design for facility constructability.

6.5. Operability Review
Operability reviews will be conducted simultaneously with the interdisciplinary reviews for consistency with the PARTNERS's operations practices.

6.6. OPCC Review
The Engineer's Opinions of Probable Construction Cost will be reviewed by the Project Engineers and Project Manager to confirm that the cost estimating team understood the work and conditions associated with the portions of the PROJECT. The cost estimates will be reviewed at the end of 30%, 60%, 90% and prior to 100% Design.

6.7. Final Back Check

The Construction Document proof set will be checked to confirm that internal and external comments have been appropriately addressed and incorporated.

Meetings: Internal Quality Review meetings for 30%, 60%, 90% Design
Deliverables: Quality Assurance Audit Log (if requested)

Meetings: Proposal Review Meeting
Deliverables: N/A

6.8. Conformed Documents Preparation

Prepare conformed specifications and drawings for each project based upon addenda issued during advertisement.

Meetings: N/A
Deliverables: Furnish Partners two (2) full-size (22" x 34") sets, five half-size (11" x 17") sets of "conformed" plans and specifications, and one electronic copy.

Supplemental Services

7.1 Biosolids Building HVAC Design

Overview
The existing electrical equipment in the dewatering building's electrical room serves the existing belt filter presses and associated systems. The dewatering building's electrical equipment will be replaced to serve the proposed belt filter presses and depending on the size of the new electrical equipment, the existing HVAC unit serving the electrical room may be insufficiently sized. If the HVAC unit is found to be undersized to handle the new heat load, a new HVAC unit, of similar type to the existing, will be designed to accommodate the new heat load. Ductwork, diffusers, and thermostats will also be replaced if necessary.

Task 7.1.1 – HVAC Design

Develop design drawings and specifications for the replacement of the existing HVAC unit based on heat load of new electrical equipment. Design will be initiated during 2.2 60% Design task and will be included in the 90% and 100%. This task includes structural review of existing equipment foundation to support new equipment.

Task 7.1.2 – OPCC

Based on design of Task 1, prepare Opinion of Probable Construction Cost (OPCC) and estimated construction schedule. OPCC will be included with general scope 60%, 90%, and 100% OPCC submissions.

Task 7.1.3 – Quality Review

For Tasks 1 and 2, perform quality review of deliverables and provide feedback.

Task 7.1 Compensation

Biosolids Building HVAC Design (Tasks 7.1.1 -2 -3)	Lump Sum of $27,716

LIST OF ASSUMPTIONS

The following assumptions were used when developing the scope of service and estimating the compensation to CONSULTANT. These assumptions are in addition to the scope and additional services set forth in the scope of work.

1. All previous assumptions apply from the PER & Design Phase to this additional scope of work.

2. Rehabilitation scope items will bid as part of the 40 MGD expansion design, therefore no additional fee's will be required for bidding effort. If additional bids are required, this will impact the engineering scope.

3. PARTNERS specifications will be used as the basis for the Division 0 specifications. CONSULTANT master specifications will be used as the basis for other technical specifications and Division 1 documents.

4. The drawings will follow CONSULTANT CAD standards. Revit will be used to develop the drawings (models will be produced using 3D software capabilities of Revit, section and plan view sheets shall be printed from the models). Other software maybe used by the CONSULTANT with the ability to convert the outputs to an AutoCAD compatible format.

5. Investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination will be conducted by others if needed.

6. No existing buildings, equipment, treatment units, or facilities will be modified except as specifically noted above.

7. Equipment described as being relocated is assumed to be in fully functional and not requiring any modifications to operate except required rewiring and replumbing for installation in the new location.

The following assumptions are technical in nature:

Civil/Geotechnical

1. Legal, easement or plat surveys of the existing site will not be required.

2. Site drawings will only be prepared for those areas of the plant where new facilities are to be constructed or involving significant disturbance to existing grading.

Structural/Architectural/Geotechnical

1. No structural reinforcement or design services will be required for the lift station, blower building, RAS pump building, Odor Control 2 and/or Biofilters 1 & 2.
2. The existing jib crane foundation at the UV disinfection structure is able to house the new jib crane and its structural integrity/capacity will be checked. The capacity check will be contingent to the availability of detailed structural drawings of the existing foundation. No design will be required for reinforcement modification or a new foundation.

3. Canopies provided at the UV disinfection structure will be used for sun protection, no additional considerations for waterproofing or other conditions are needed. No additional equipment or lifting mechanism will need to be supported by the canopies.
4. The biosolids building (dewatering building) metal framing structure is in good condition and will not require replacements or reinforcement. No design or replacement of the roof panels, doors, or siding will be required. Existing HVAC equipment foundations have adequate capacity to support new equipment.

Process/ Mechanical

1. Only hydraulic assessments required for design of the new or modified facilities are included.

HVAC and Plumbing

1. Two HVUs will require replacement 1 for 1 at the biosolids building. Ductwork and diffusers will also require replacement. No sizing changes will be required. Heat load will be evaluated for new electrical equipment at the electrical room, replacement of HVAC equipment will be addressed under special services.
2. No additional HVAC design or rehabilitation will be required on site.

Electrical Systems

1. The new instrumentation and control system will be based on the use of programmable logic controllers. Monitoring of the plant status will be by The existing Ignition HMI system. New screens will be added for the new process equipment. There will be several new PLC panels that will receive programming during the construction phase. The existing Master Blower Control Panel will require upgrades by Howden.
2. CONSULTANT will not perform the work of developing process control system software for either the PLC or the PC interface as part of the design phase services.
3. Blowers will require replacement 1 for 1 with the same HP blowers.

Instrumentation & Controls Systems

1. The new instrumentation and control system will be based on the use of programmable logic controllers. Monitoring of the plant status will be by The existing Ignition HMI system. New screens will be added for the new process equipment. There will be several new PLC panels that will receive programming during the construction phase. The existing Master Blower Control Panel will require upgrades by Howden.
2. CONSULTANT will not perform the work of developing process control system software for either the PLC or the PC interface as part of the design phase services.

PARTNERS PROVIDED SERVICES

1. *Per previous scope of services.*

List of Meetings and Deliverables			
Task		**Meetings**	**Deliverables**
1. Project Management	Project 1 1.1 PMP an Kickoff	• Kickoff call • Project kickoff meeting/site visit	• Baseline schedule • Kickoff meeting materials and notes
	1.2 Monthly Monitoring	• N/A	• Progress Report in pdf format
	1.3 Subconsultant Management	• Internal Task Kickoff meetings, • Internal design coordination meetings	• N/A
	1.4 Coordination with Other Projects	• 2 coordination meetings	• Meeting materials and notes
	1.5 Progress Meetings	• 12 progress/operations meetings	• Meeting materials and notes
2. Design	2.1 30% Design	• 30% Design Review Workshop	• Meeting materials and notes • 30% Discipline Design Basis Memoranda including Drawings (electronic) • Process Modelling TM
	2.2 60% Design	• 60% Design Review Workshop	• Meeting materials and notes • 60% Design Drawings and Specifications (electronic)
	2.3 90% Design	• 90% Design Review Workshop [Same as the 40 MGD Expansion Design Workshop]	• Meeting materials and notes • 90% Design Drawings and Specifications (electronic) • Final Design Basis Memoranda (electronic)
	2.4 100% Design	• N/A	• 100% Signed and Sealed Design Drawings and Specifications (electronic)
3.Condition Assessment	3.1 Site visits for condition assessment and Building Scans	• Site Visits	• Scan available online links by request
4.Approvals	4.1 State and Local Approvals	• 1 meeting with TCEQ	• Meeting materials and notes, • Construction Letter to TCEQ;
5. OP	5.1 OPCC	• N/A	• 30%, 60%, 90%, 100% OPCC
6. Quality Review	6.1 Quality Review	• Internal Quality Review meetings for 30%, 60%, 90% Design	• Quality Assurance Audit Log

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August 16, 2024

Plummer, Inc.
6300 La Calma, Suite 400
Austin, Texas, 78752

Re: Brushy Creek East Regional WWTP Expansion Amendment #1 – Rehabilitation Services

Dear Perran Hutton,

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal to provide additional professional services to Plummer, Inc. (CLIENT) for the Brushy Creek East Regional WWTP Expansion project. The services will be accomplished as an amendment under our existing contract services outlined in our proposal dated June 19, 2023.

PROJECT UNDERSTANDING

It is our understanding that Plummer will serve as the Prime consultant to the Brushy Creek Regional Wastewater System Partners (Owner). K Friese and Associates (KFA) and FNI will be sub-consultants to Plummer on this project.

FNI will provide design and bid phase services for structural, electrical, architectural, and HVAC rehabilitation of the existing WWTP facilities. The objective is to produce additional engineer-sealed technical documentation to add to the 40MGD expansion, allowing the rehab work to be performed under the same project and overseen by one general contractor.

SCOPE OF SERVICES

ARTICLE I - BASIC SERVICES

FNI will render the following professional services in connection with the development of the Brushy Creek East Regional WWTP Expansion. FNI will provide services as indicated in the document in Exhibit "B"- Engineering Services, originally provided by Client on June 5th, 2024. An updated version of this scope was provided on August 13th, 2024. The following list specifies the scope items for FNI:

1. Project Management
   A. Project kick-off meeting: FNI project management team will meet in-person with Client to review the scope, project team, schedule, and the project goals.
   B. Manage efforts of internal design team on the project and coordinate with other subconsultants during the project.
   C. Provide monthly one page report to update Client on project progress. The one-page report includes recent activities, upcoming activities and outstanding issues and needed information.
   D. Maintain action items and decisions logs.
   E. Prepare monthly invoice.
   F. Attend monthly progress meetings (via TEAMS) with Client and other subconsultants to review project status.

G. Monitor/maintain scope, schedule, and budget of project.
H. Attend 2 review workshops per deliverable after delivering submittal with Client. FNI project management team will attend in-person and each discipline lead will attend virtually via TEAMS, if needed.

2. Rehabilitation Design
   A. Provide drawings, specifications and calculations in accordance with 30%, 60%, 90% and 100% subtasks.
   B. Prepare workshop presentation materials.
3. Condition Visits & Additional Field Surveys
   A. Perform 1 site evaluation at existing facilities to provide recommendations for rehabilitation services.
   B. Include site observations and recommendations in 30% Discipline Design Basis Memorandum.
4. OPCC & Construction Schedule
   A. Prepare OPCC and estimated construction schedule for each design submission based. CLIENT will have the primary responsibility to coordinate and compile project OPCC and construction schedule.
5. Quality Review
   A. Perform Quality Review of deliverables and provide feedback.

ARTICLE II - SPECIAL SERVICES

FNI will render structural, electrical, architectural, and HVAC services to rehabilitate the biosolids building electrical room based on the services listed below.

1. Biosolids Building HVAC Design
   A. Manage additional efforts of internal design team and coordination with subconsultants.
   B. Design HVAC, electrical, and structural drawings and specifications for replacing existing HVAC equipment in the biosolids building electrical room.
   C. Manage efforts of internal design team on the project and coordinate with other subconsultants during the project.
2. OPCC & Construction Schedule
   A. Prepare OPCC and estimated construction schedule for each design submission based on cost estimate classes identified in Exhibit "B".
3. Quality Review
   A. Perform Quality Control review of deliverables and provide feedback on special services identified in this proposal.

DELIVERABLES

FNI shall provide the deliverables as indicated in the document in Exhibit "B" for respective FNI scope items.

ARTICLE III – ADDITIONAL SERVICES

Any services performed by FNI that are not included in the Basic Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by Client upon negotiated fees, are described as follows:

1. Exclusions listed in Exhibit "B".
2. Construction services such as response to RFIs, review contractor's submittals, attend pre-construction meetings, site visits, record drawings, etc. during construction.
3. Develop Civil and site work except providing electrical power distribution equipment, electrical duct banks, and light poles as needed.

4. Structural design of any existing structure.
5. Design of the interface between motor controllers/control panels and System Integrator supplied instrumentation, SCADA, and networking cabinets.
6. Obtain local and state permits.
7. Roadway and/or access route design to each process/structure.
8. Evaluate the existing structures for the 40 MGD proposed expansion.
9. Provide hard copies of the deliverable.
10. Design for other disciplines except structural, electrical, and HVAC.
11. Site visits except those listed in this proposal.
12. Field investigation work such as Geotechnical exploration, Geotechnical report, topographic survey and SUE.
13. Value engineering.
14. GIS mapping services or assistance with these services.
15. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
16. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
17. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.

ARTICLE IV - PROJECT SCHEDULE

FNI will commence work upon receipt and execution of the contract and agrees to complete the services in accordance with the existing project schedule for 100% design submission. For all other rehab design submissions, FNI will complete services per the schedule attached.

ARTICLE V - COMPENSATION

FNI proposes to provide services as described herein for the lump sum fee of **Four Hundred Eighty-One Thousand Eleven Dollars ($481,011)** for basic services covered under Exhibit "B" and a lump sum fee of **Twenty-Seven Thousand Seven Hundred Sixteen Dollars ($27,716)** for special services. All services will total to a lump sum fee of **Five Hundred Eight Thousand Seven Hundred Twenty-Seven Dollars ($508,727)**. The fee breakdown is below.

Task	Fee
BASIC SERVICES	
Project Management (Additional)	$ 22,911
Rehabilitation Design	$ 365,056
Condition Visits & Additional Field Surveys	$ 28,661
State Approvals	$ 0.00
OPCC and Construction Schedule	$ 22,760
Quality Review (Additional)	$ 41,623
BASIC SERVICES TOTAL	**$ 481,011**
SPECIAL SERVICES	
Biosolids HVAC Design	$ 22,896
OPCC	$ 892
Quality Review (Additional)	$ 3,928
SPECIAL SERVICES TOTAL	**$ 27,716**
TOTAL FOR SERVICES	**$ 508,727**

We appreciate the opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us. If you agree with the services described above and wish for us to proceed with this assignment, please initiate contract proceedings. This proposal is valid for 90 days.

Sincerely,
FREESE AND NICHOLS, INC.

Vimal Nair, PE
Principal/Vice President

Attachments:
EXHIBIT "B"- Scope of Services_Rehab
EXHIBIT "C"- Rehab Project Schedule

MANPOWER/BUDGET ESTIMATE - AMENDMENT 1
BRUSHY CREEK REGIONAL WASTEWATER TREATMENT FACILITY - EAST PLANT
EXPANSION TO 40 MGD - REHABILITATION DESIGN

	$ 300.00	$ 185.00	$ 300.00	$ 215.00	$ 150.00	$ 120.00	$ 130.00	$ 90.00					
Task	Principal Hrs	Project Manager Hrs	QA/QC Engineer Hrs	Senior Engineer Hrs	Project Engineer Hrs	EIT Hrs	Senior Technician Hrs	Admin Hrs	Total Hrs	Labor Cost $	Expenses $	Total Cost $	% Total Fee
Rehabilitation Design													
1 Project Management	4	6	0	4	4	0	0	2	20	$3,950	$200	$4,150	6%
Project Execution Plan & Kickoff Meeting	*4*	*4*		*4*	*4*				*16*	*$3,400*	*$200*	*$3,600*	
Monthly Invoicing, Monitoring, Admin, and Reporting		*2*						*2*	*4*	*$550*		*$550*	
2 Rehabilitation Design	0	28	0	53	94	110	60	0	345	$51,675	$0	$51,675	69%
30% Design	*0*	*9*	*0*	*22*	*32*	*36*	*20*	*0*	*119*	*$18,115*	*$0*	*$18,115*	*24%*
ILS #1 Process Mechanical		*2*		*12*	*16*	*20*			*50*	*$7,750*		*$7,750*	
Construction Sequencing		*1*		*2*	*4*	*4*			*11*	*$1,695*		*$1,695*	
30% Design Document Completion		*2*		*4*	*8*	*12*	*20*		*46*	*$6,470*		*$6,470*	
30% Design Review Workshop		*4*		*4*	*4*				*12*	*$2,200*		*$2,200*	
60% Design	*0*	*8*	*0*	*12*	*28*	*32*	*20*	*0*	*100*	*$14,700*	*$0*	*$14,700*	*20%*
ILS #1 Process Mechanical		*2*		*4*	*8*	*8*			*22*	*$3,390*		*$3,390*	
60% Design Document Completion		*2*		*4*	*16*	*24*			*46*	*$6,510*		*$6,510*	
60% Design Review Workshop		*4*		*4*	*4*		*20*		*32*	*$4,800*		*$4,800*	
90% Design	*0*	*8*	*0*	*13*	*22*	*26*	*12*	*0*	*81*	*$12,255*	*$0*	*$12,255*	*16%*
ILS #1 Process Mechanical		*1*		*4*	*4*	*8*			*17*	*$2,605*		*$2,605*	
Construction Sequencing		*1*		*1*	*2*	*2*			*6*	*$940*		*$940*	
90% Design Document Completion		*2*		*4*	*12*	*16*	*12*		*46*	*$6,510*		*$6,510*	
90% Design Review Workshop		*4*		*4*	*4*				*12*	*$2,200*		*$2,200*	
100% Design	*0*	*3*	*0*	*6*	*12*	*16*	*8*		*45*	*$6,605*	*$0*	*$6,605*	*9%*
Final Contract Document Completion		*2*		*4*	*8*	*12*	*8*		*34*	*$4,910*		*$4,910*	
Final Design Report Completion		*1*		*2*	*4*	*4*			*11*	*$1,695*		*$1,695*	
3 Condition Visits & Additional Surveys	0	4	0	4	8	8	0	0	24	$3,760	$200	$3,960	20%
ILS #1		*4*		*4*	*8*	*8*			*24*	*$3,760*	*$200*	*$3,960*	
5 OPCC and Construction Schedule	0	4	0	6	6	11	0	0	27	$4,250	$0	$4,250	6%
30% Design		*1*		*2*	*2*	*4*			*9*	*$1,395*		*$1,395*	
60% Design		*1*		*2*	*2*	*4*			*9*	*$1,395*		*$1,395*	
90% Design		*1*		*1*	*1*	*2*			*5*	*$790*		*$790*	
100% Design		*1*		*1*	*1*	*1*			*4*	*$670*		*$670*	
6 Quality Review	0	0	36	0	0	0	0	0	36	$10,800	$0	$10,800	14%
Technical Review			*8*						*8*	*$2,400*		*$2,400*	
Intradiscipline Review			*8*						*8*	*$2,400*		*$2,400*	
Interdiscipline Review			*8*						*8*	*$2,400*		*$2,400*	
Constructability Review			*4*						*4*	*$1,200*		*$1,200*	
Operability Review			*2*						*2*	*$600*		*$600*	
OPCC Review			*4*						*4*	*$1,200*		*$1,200*	
Final Back Check			*2*						*2*	*$600*		*$600*	
Total Rehabilitation Design	4	42	36	67	112	129	60	2	452	$74,435	$400	$74,835	

7/1/2024

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING

ADDENDUM TO EXHIBIT C
Work Schedule

Attached Behind This Page

Exhibit C

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Baseline Start	Baseline Finish
1		**Rehab Detailed Design Phase**	**278 days?**	**Tue 10/1/24**	**Thu 10/23/25**		**Mon 4/8/24**	**Thu 7/31/25**
2		**Design**	**278 days?**	**Tue 10/1/24**	**Thu 10/23/25**		**Mon 5/27/24**	**Thu 7/31/25**
3		**30% Design**	**86 days**	**Tue 10/1/24**	**Tue 1/28/25**		**Mon 5/27/24**	**Thu 8/29/24**
4		Mechanical	45 days	Tue 10/1/24	Mon 12/2/24		Mon 6/17/24	Tue 7/16/24
5		Structural	45 days	Tue 10/1/24	Mon 12/2/24		Mon 5/27/24	Tue 7/16/24
6		El&C	45 days	Tue 10/1/24	Mon 12/2/24		Mon 5/27/24	Tue 7/16/24
7		Civil	45 days	Tue 10/1/24	Mon 12/2/24		Mon 5/27/24	Tue 7/16/24
8		Internal QC	9 days	Tue 12/3/24	Fri 12/13/24	4,5,6,7	Tue 7/16/24	Fri 7/26/24
9		Incorporate Comments	12 days	Thu 12/19/24	Fri 1/3/25	8	Fri 7/26/24	Mon 8/12/24
10		Workshop	1 day	Mon 1/6/25	Mon 1/6/25	9	Tue 8/13/24	Tue 8/13/24
11		Client review	14 days	Tue 1/7/25	Fri 1/24/25	10	Wed 8/14/24	Thu 8/29/24
12		**60% Design**	**81 days**	**Tue 1/7/25**	**Tue 4/29/25**		**Fri 8/30/24**	**Tue 12/24/24**
13		Mechanical	45 days	Tue 1/7/25	Mon 3/10/25	11SS	Fri 8/30/24	Mon 11/11/24
14		Structural	45 days	Tue 1/7/25	Mon 3/10/25	11SS	Tue 9/17/24	Mon 11/11/24
15		El&C	45 days	Tue 1/7/25	Mon 3/10/25	11SS	Tue 9/17/24	Mon 11/11/24
16		Civil	45 days	Tue 1/7/25	Mon 3/10/25	11SS	Tue 9/17/24	Mon 11/11/24
17		Internal QC	9 days	Tue 3/11/25	Fri 3/21/25	16	Tue 11/12/24	Fri 11/22/24
18		Incorporate Comments	12 days	Mon 3/24/25	Tue 4/8/25	17	Mon 11/25/24	Fri 12/6/24
19		Workshop	1 day	Wed 4/9/25	Wed 4/9/25	18	Mon 12/9/24	Tue 12/10/24
20		Client review	14 days	Thu 4/10/25	Tue 4/29/25	19	Wed 12/11/24	Tue 12/24/24
21		**90% Design**	**76 days**	**Tue 4/15/25**	**Tue 7/29/25**		**Wed 1/1/25**	**Thu 4/10/25**
22		Mechanical	45 days	Tue 4/15/25	Mon 6/16/25	20SS	Wed 1/1/25	Tue 2/25/25
23		Structural	45 days	Tue 4/15/25	Mon 6/16/25	20SS	Wed 1/1/25	Tue 2/25/25
24		El&C	45 days	Tue 4/15/25	Mon 6/16/25	20SS	Wed 1/1/25	Tue 2/25/25
25		Civil	45 days	Tue 4/15/25	Mon 6/16/25	20SS	Wed 1/1/25	Tue 2/25/25
26		Internal QC	9 days	Tue 6/17/25	Fri 6/27/25	25	Wed 2/26/25	Mon 3/10/25
27		Incorporate Comments	10 days	Mon 6/30/25	Fri 7/11/25	26	Tue 3/11/25	Mon 3/24/25
28		Workshop	1 day	Tue 7/15/25	Tue 7/15/25	27	Tue 3/25/25	Wed 3/26/25
29		Client review	10 days	Wed 7/16/25	Tue 7/29/25	28	Thu 3/27/25	Wed 4/9/25
30		TCEQ Review NOT REQUIRED	0 days	Tue 4/15/25	Tue 4/15/25		NA	NA
31		**100% Design**	**72 days**	**Wed 7/16/25**	**Thu 10/23/25**		**Fri 4/11/25**	**Thu 7/31/25**
32		Mechanical	20 days	Wed 7/16/25	Tue 8/12/25	29SS	Fri 4/11/25	Wed 5/21/25
33		Structural	20 days	Wed 7/16/25	Tue 8/12/25	29SS	Fri 4/11/25	Wed 5/21/25
34		El&C	20 days	Wed 7/16/25	Tue 8/12/25	29SS	Fri 4/11/25	Wed 5/21/25
35		Civil	20 days	Wed 7/16/25	Tue 8/12/25	29SS	Fri 4/11/25	Wed 5/21/25
36		Internal QC	9 days	Wed 8/27/25	Mon 9/8/25	35	Thu 5/22/25	Wed 6/4/25
37		Incorporate Comments	9 days	Tue 9/9/25	Fri 9/19/25	36	Wed 6/4/25	Tue 6/17/25
38		Workshop	1 day	Mon 9/22/25	Mon 9/22/25	37	Wed 6/18/25	Thu 6/19/25
39		Client Review	12 days	Tue 9/23/25	Wed 10/8/25	38	Fri 6/20/25	Thu 7/31/25
40		Final Amendments & Sealing	11 days?	Thu 10/9/25	Thu 10/23/25	39	NA	NA
41		**Condition Visits & Additional Field Surveys**	**30 days**	**Tue 10/1/24**	**Mon 11/11/24**		**Wed 5/15/24**	**Mon 6/10/24**
42		Field Work	30 days	Tue 10/1/24	Mon 11/11/24		Wed 5/15/24	Tue 5/21/24
43		**TWDB Funding Task (Per Design Task)**	**532 days**	**Fri 8/30/24**	**Mon 9/14/26**		**NA**	**NA**
44		Prepare and submit PIF	111 days	Fri 8/30/24	Fri 1/31/25		NA	NA
45		Project Solicitation / Application	67 days	Sun 12/1/24	Sat 3/1/25		NA	NA
46		Rating & Ranking Process	43 days	Sat 3/1/25	Wed 4/30/25	45	NA	NA
47		Draft IUP	43 days	Thu 5/1/25	Mon 6/30/25	46	NA	NA
48		Public Comment Period	23 days	Tue 7/1/25	Thu 7/31/25	47	NA	NA
49		TWDB Adopts Final IUP	22 days	Fri 8/1/25	Sun 8/31/25	48	NA	NA
50		Engineering Feasibility Report (ready for loan app)	45 days	Thu 5/1/25	Wed 7/2/25	47SS	NA	NA
51		Environmental Review (60 to 90 day process) & Flood Plain Permit	88 days	Thu 5/1/25	Mon 9/1/25	47SS	NA	NA
52		Loan App - 30 days after Final	45 days	Tue 7/1/25	Mon 9/1/25	47	NA	NA
53		TWDB Loan Approval to closing	180 days	Tue 9/2/25	Mon 5/11/26	52	NA	NA
54		Submit Environmental Review (& EFR & Plan set)	90 days	Tue 5/12/26	Mon 9/14/26	53	NA	NA
55		**Bidding Assistance (Per Design Task)**	**155 days?**	**Tue 7/28/26**	**Mon 3/1/27**		**Fri 6/20/25**	**Thu 1/1/26**
56		Contractor Prequals	21 days	Tue 7/28/26	Tue 8/25/26	40	Fri 6/20/25	Tue 7/22/25
57		Client Review	14 days?	Thu 8/27/26	Tue 9/15/26	56	Mon 8/4/25	Tue 8/19/25
58		Advertisement / Bidders RFIs	60 days	Tue 9/15/26	Mon 12/7/26	54	Mon 8/25/25	Fri 10/24/25
59		Review and Award	60 days	Tue 12/8/26	Mon 3/1/27	58	Mon 10/27/25	Fri 11/7/25

ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

City of Round Rock
Brushy Creek East Expansion to 40 MGD Rehab Items

Exhibit D

		Principal (hrs)	Sr. Elec Eng. (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	Total Labor Hours	Total Labor Fee ($)	Sub consultant ($) (inc. markup) KFA	FNI	Veolia	Total Fee ($)	Percent of Total Fee
									0	$ 570,600					
1	**Preliminary Engineering Report**	0	0	0	0	0	0	0	0	$ -	$ -	$ -		$ -	0.0%
	1.1 Facilitate Equipment Workshop								0	$ -				$ -	0.0%
	1.2 Data Gathering and Sampling Study								0	$ -	$ -	$ -		$ -	0.0%
	1.3 PER Development								0	$ -				$ -	0.0%
	1.4 Project Management & Meetings								0	$ -				$ -	0.0%
	1.5 Geotechnical Investigation								0	$ -	$ -			$ -	0.0%
4	**Rehab Design**	152	360	176	490	824	936	50	2,988	$ 570,600	$ 82,319	$ 559,600	$ 7,150	$ 1,219,668	
4.1	**Project Management**			80					80	$ 20,000	$ 4,565	$ 25,202		$ 49,767	4%
4.2	**Design Phase**	8	360	24	422	696	816	50	2,376	$ 434,120	$ 56,843	$ 401,562		$ 892,524	71%
	2.2.1 30% Design								766	$ 135,930					
	2.2.2 60% Design								725	$ 128,885					
	2.2.3 90% Design								535	$ 97,915					
	2.2.4 100% Design								350	$ 71,390					
4.3	**Condition Visits & Additional Surveys**			12	40	80	120		252	$ 40,000	$ 4,356	$ 31,527.10	$ 7,150.00	$ 83,033	7%
4.4	**State and Local Approvals**	4		8	8	8			28	$ 6,080		$ -		$ 6,080	0.5%
4.5	**OPCC and Const Schedule**			12	20	40			72	$ 12,800	$ 4,675	$ 25,036		$ 42,511	3%
4.6	**Quality Review**	140		40					180	$ 57,600	$ 11,980	$ 45,785		$ 115,265	9%
4.7	**Supplemental Services**	0	0	0	0	0	0	0	0	$ -		$ 30,487.60		$ 30,488	2%
	4.7.1 Dewatering Bldg HVAC Design Addition								0	$ -		$ 30,487.60			
TOTAL LABOR															
	Total Labor Hours	152	360	176	490	824	936	50	2,988						
	Labor Rates per Hour	$340	$325	$250	$190	$150	$145	$110							
	Total Amounts by Labor Category	$ 51,680	$ 117,000	$ 44,000	$ 93,100	$ 123,600	$ 135,720	$ 5,500		$ 570,600	$ 82,319	$ 559,087	$ 7,150	$ 1,250,158	
	Labor Category Percent of Total Labor	0.090571328	20.5%	7.7%	16.3%	21.7%	23.8%	1.0%		46%					
TOTAL EXPENSES (see breakdown below)															
	Total Subconsultants									$ 579,558					
	Total Reimbursables									$ 6,463					
GRAND TOTAL -										$ 1,256,618	[FEE IS BASED ON A LUMP SUM AMOUNT]				

SUBCONSULTANT EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
CA	Architect Consultant	$ -	1.10	$ -
CC	Civil Engr Consultant	$ -	1.10	$ -
CE	Electrical Consultant	$ -	1.10	$ -
CG	Geotechnical Consultant (under Phase 1.5)		1.10	$ -
CM	Mechanical Consultant	$ -	1.10	$ -
CO	Other Consultant	$ -	1.10	$ -
CS	Structural Consultant	$ -	1.10	$ -
CY	Surveying Consultant	$ -	1.10	$ -
C1			1.10	$ -
C2			1.10	$ -
C3		$ -	1.10	$ -
C4		$ -	1.10	$ -
C5		$ -	1.10	$ -
C6		$ -	1.10	$ -
TOTAL SUBCONSULTANT EXPENSES		**$ -**		**$ -**

REIMBURSABLE EXPENSES - Additional

Code		Budget ($$)	Markup	Fee ($$$)
RA	Laboratory Analysis		1.15	$ -
RC	Technology	$ 1,000	1.00	$ 1,000
RH	Historical		1.15	$ -
RI	In-House Reproduction		1.15	$ -
RL	Long Distance Telephone		1.15	$ -
RM	Employee Mileage	$ 500	1.15	$ 575
RO	Other Software Expenses		1.15	$ -
RP	Purchased Services		1.15	$ -
RR	Reproduction		1.15	$ -
RS	Shipping, Delivery, Postage		1.15	$ -
RT	Travel, Meals, Lodging	$ 250	1.15	$ 288
RU	Telecommunications		1.00	$ -
R1	3D Scanning Equipment	$ 4,000	1.15	$ 4,600
R2			1.15	$ -
TOTAL REIMBURSABLE EXPENSES		**$ 5,750**		**$ 6,463**

EXECUTIVE SUMMARY
11/21/2024

AGENDA SUBJECT:
Approval of annual licensing of Procore Project Management Pro application and related modules for the Capital Improvements Program (CIP), utilizing DIR Contract DIR-TSO-4288 from Carahsoft Technology Group, in the amount of $140,065.13; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
The CIP projects have been growing as the City of Leander grows. There are a substantial number of projects which should be managed with appropriate project management processes, procedures, and document management. The goal is to manage all CIP projects through this platform, as well as the myriad of smaller projects.

Previously, the management of projects was haphazard, dysfunctional, disorganized, inconsistent, and with a general loss of documentation and data, and the inability to track. With the use of a common, central project management application, such as Procore, those who manage projects can be more effective, more efficient, and, generally, more productive. City staff are currently utilizing Procore for 34 combined active and complete projects. 2021, the CIP program management team reviewed multiple project management applications and platforms, and in November 2022, presented to City Council their choice of Procore Technologies, Inc. platform. which appeared to be the best value, with unlimited users, unlimited data, cloud-based with web access from anywhere, working on iOS and Android, Windows, and Mac, with the lowest start-up fees and reasonable yearly licensing fees, for a platform which is easy to use, maintain and configure, providing transparency, tracking, and data management. The goal is to manage all CIP projects through this platform, as well as the myriad of smaller projects. The 2022 initial fee and licensing, based upon an initial maximum estimation of $10,000,000 in construction contracts, was for $53,531.58, to be procured through the DIR Contract No. DIR-TSO-4288, providing the first year of project management software, start-up, implementation, training and consultation, project financial and invoicing management, design coordination management, project estimating, bidding and qualifying management, contracting management, quality and safety management, and metrics, analytics, and reports. The licensing is renewed each year based upon the dollar amount of projects contracted under construction per year, which varies, but averages between sixteen (16) and eighteen (18) cents per one hundred thousand (100,000) dollars of construction (actual physical construction work) costs per year. Now, with an upper estimation of $75,000,000 in construction contracts, the license renewal for this year is $140,065.13.

Local Government Code Sec. 271.102: Cooperative Purchasing Program Participation provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. DIR solicitations are posted year-round to continually seek the best pricing.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
City staff recommends approval.

PRESENTER:
Tony Bettis, CIP Program Manager

Fiscal Impact

Amount requested:	$140,065.13
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-Time
Fund source (Operating / Utility / etc.):	GL 01-22-5485 (SOFTWARE MAINT & SUBSCRIPTIONS)

Attachments:

1. Carahsoft - Procore Technologies Inc. - 09.28.2023 - Quote 42051057

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

PROCORE

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO: Tony Bettis
City Hall - City of Leander
105 N Brushy St
Leander, TX 78641 USA

EMAIL: TBettis@leandertx.gov

PHONE: (512) 528-2732

FROM: Kaitlyn Guerrero
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Kaitlyn.Guerrero@carahsoft.com

PHONE: (571) 662-3056

TERMS: DIR Contract No. DIR-TSO-4288
Expiration Date: February 21, 2025
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Texas VID#: 1522189693700
Sales Tax May Apply

QUOTE NO:	42051057
QUOTE DATE:	09/28/2023
QUOTE EXPIRES:	11/29/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$140,065.13
TOTAL QUOTE:	$140,065.13

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE		QTY	EXTENDED PRICE
1	Procore Technologies Inc.	Project Management Pro: provides Project Overview, Documentation, and Communication Management tools, including Directory, Reports, Documents, Drawings, Photos, RFIs, Specifications, Submittals, and Punchlist. Pricing is maximum price for Annual Construc Procore Technologies, Inc. - PRO-1410-07 Start Date: 11/28/2024 End Date: 11/27/2025	$76,994.00	$56,239.11	TX DIR	1	$56,239.11
2	Procore Technologies Inc.	Quality & Safety: provides Quality & Safety tools, including Incidents, Inspections, and Observations. Pricing is maximum price for Annual Construction Volume from $50,000,001 - $75,000,000. Procore Technologies, Inc. - PRO-1480-07 Start Date: 11/28/2024 End Date: 11/27/2025	$28,922.00	$21,125.49	TX DIR	1	$21,125.49
3	Procore Technologies Inc.	Project Financials: provides Financial Management tools, including Direct Costs, Change Events, Commitments, Change Orders, Prime Contract, and Budget. Pricing is maximum price for Annual Construction Volume from $50,000,001 - $75,000,000. Procore Technologies, Inc. - PRO-1430-07 Start Date: 11/28/2024 End Date: 11/27/2025	$37,220.00	$27,186.90	TX DIR	1	$27,186.90
4	Procore Technologies Inc.	Invoice Management: provides invoice management tools, including Owner and Subcontractor invoices. Pricing is maximum price for Annual Construction Volume from $50,000,001 - $75,000,000. Procore Technologies, Inc. - PRO-1600-07 Start Date: 11/28/2024 End Date: 11/27/2025	$17,424.00	$15,909.55	TX DIR	1	$15,909.55
5	Procore Technologies Inc.	Design Coordination: provides tools to push coordination issues to observations. Pricing is maximum price for Annual Construction Volume from $50,000,001 - $75,000,000. Procore Technologies, Inc. - PRO-1690-03 Start Date: 11/28/2024 End Date: 11/27/2025	$4,040.00	$3,688.59	TX DIR	1	$3,688.59

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

PROCORE

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE		QTY	EXTENDED PRICE
6	Procore Technologies Inc.	Estimating: provides Estimating tools, including Estimating and Takeoff. Pricing is maximum price for Annual Construction Volume up to $75,000,000. Procore Technologies, Inc. - PRO-1440-04 Start Date: 11/28/2024 End Date: 11/27/2025	$17,000.00	$15,915.49	TX DIR	1	$15,915.49
		SUBTOTAL:					$140,065.13

TOTAL PRICE:	**$140,065.13**
TOTAL QUOTE:	**$140,065.13**

Start Date: 11/28/2024
End Date: 11/27/2025
Full Subscription Term: 12 months
ACV: $70 M
Project Cap: 80

List of Services Included:
Unlimited customer support, unlimited user licensing, unlimited storage in the cloud, implementation manager

Construction Volume:
Construction Volume means the aggregate dollar value of the construction work performed or put in place for all distinct projects for which Customer utilizes the Subscription Services identified with Customer's Procore account(s) during the Subscription Term identified on this Order.

This Order is governed by the terms of the Procore Subscription and Services Agreement ("SSA") found at https://mkt-cdn.procore.com/legal/procore_SSA_V1_2021.pdf. This Order is incorporated into the SSA; however, any conflicting terms in this Order will supersede over the SSA. By signing below, Customer agrees to the terms of this Order, the SSA, and the Procore Data Processing Addendum located at https://www.procore.com/legal/dpa. Each party represents that it has the authority to enter into this Order. The Order and SSA constitute the entire agreement between Procore, Carahsoft, and Customer, superseding any other terms (including, but not limited to, the terms of any Customer purchase order).

EXECUTIVE SUMMARY
11/21/2024

AGENDA SUBJECT:
Approval of the purchase of updated video broadcast equipment and related installation services from Grancius using The Interlocal Purchasing System (TIPS), co-op contract 220105, in the amount of $94,619.12; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
Several pieces of video broadcast equipment used in Pat Bryson Municipal Hall to stream meetings and events have reached end-of-useful-life status. The servers cannot be upgraded to newer operating systems, and several other pieces of equipment are either not supported by the manufacturer any longer or cannot meet the City's current information security requirements. This purchase will refresh all out-of-date broadcast equipment in a turnkey manner and add new capabilities to bring online a government access cable channel for the Communications Manager and staff to publish content. This purchase is from the same vendor which currently provides video broadcast/production equipment and services for city council meetings. The service will remain the same. This just replaces end-of-life equipment with newer models and adds better integration capabilities for a government cable channel.

It is recommended that the City utilize the pre-negotiated TIPS contract 220105 due to favorable pricing and terms made available to members of the TIPS cooperative because of its large purchasing volume.

Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation) allows the City to take advantage of these negotiated volume prices at no additional fee to the municipality and contains a provision satisfying any other state law requiring competitive bids.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff respectfully recommends City Council approve the purchase of updated video broadcast equipment and related installation services from Grancius using The Interlocal Purchasing System (TIPS) co-op contract 220105 in the amount of $94,619.12; and authorize the City Manager to execute any and all necessary documents.

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

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Fiscal Impact

Amount requested:	$94,619.12
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-time Equipment / recurring service contracts
Fund source (Operating / Utility / etc.):	PEG Communications

Attachments:

1. Granicus Agreement

Procurement Vehicle: TIPS 220105
In Support of: Leander, TX

ORDER DETAILS

Prepared By:	Natascha Halley
Phone:	
Email:	natascha.halley@granicus.com
Order #:	Q-387069
Prepared On:	06 Nov 2024
Expires On:	31 Dec 2024

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
Avior™ PRO Remote Broadcast System - Three Camera Setup	Upon Delivery	1 Each	$45,204.23
Captioning Software Only	Upon Delivery	1 Each	$3,242.54
Playback365 Playout Device	Upon Delivery	1 Each	$8,348.03
Standard Caption Encoder/Decoder	Upon Delivery	1 Each	$6,334.03
Avior™ Setup and Deployment	Upon Delivery	1 Each	$1,087.56
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s)	Upon Delivery	1 Each	$2,013.28
AVIOR™ Custom Pre-Assembly & Install	Upon Delivery	1 Each	$7,552.50
Playback365 Playout Device - Setup	Upon Delivery	1 Each	$1,718.95
		SUBTOTAL:	**$75,501.12**

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Optional Annual Support for Avior™ PRO Remote Broadcast System - Three Camera Setup	$2,154.21	$2,305.00
AVIOR Control Software License	$1,728.57	$1,849.57
Annual Support for All-In-One Channel Management Solution	$5,352.97	$5,727.68
SUBTOTAL:	**$9,235.75**	**$9,882.25**

PRODUCT DESCRIPTIONS

Solution	Description
Avior™ PRO Remote Broadcast System - Three Camera Setup	Avior™ PRO Remote Broadcast System: Three HD Camera Solution
Captioning Software Only	Captioning Software Only (EASE™ H or EASE™ 2D Appliance Upgrade)
Playback365 Playout Device	All-in-one Channel Management and Playout Device
Standard Caption Encoder/Decoder	Standard Caption Encoder/Decoder for IP-based handoff to cloud captioning (537): The standard caption encoder/decoder for broadcasters requiring basic caption insertion features. The unit offers automatic speech recognition captioning, supports a serial port or TCP/IP connection, and can also be equipped with an optional telco modem. Real-time automated transcription with appropriate service plan.
Optional Annual Support for Avior™ PRO Remote Broadcast System - Three Camera Setup	Annual Support for Avior™ PRO Remote Broadcast System - Three Camera Setup
AVIOR Control Software License	Annual License Fee
Avior™ Setup and Deployment	Standard AVIOR™ system setup and remote deployment
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s)	Optional Extended Warranty for AVIOR™ Camera Control Appliance (s)
AVIOR™ Custom Pre-Assembly & Install	AVIOR™ Custom Pre-Assembly & Install (travel not included)
Playback365 Playout Device - Setup	Playback365 Playout Device - Setup

Solution	Description
Annual Support for All-In-One Channel Management Solution	Annual Support for All-In-One Channel Management Solution

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-387069 dated 06 Nov 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Leander, TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Terms & Conditions of TIPS Contract # 220105 are incorporated herein by reference.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-387069 dated 06 Nov 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

TIPS 220105	
Signature:	
Name:	
Title:	
Date:	

EXECUTIVE SUMMARY
11/21/2024

AGENDA SUBJECT:
Approval of Development Agreement Case DA-24-0016 regarding 1012 Municipal Drive development on one (1) parcel of land 3.22 acres ± in size, more particularly described by Williamson County Appraisal District Parcel R418622; generally located at 1012 Municipal Drive, Leander, Williamson County, Texas.

BACKGROUND:
The purpose of this Development Agreement is to implement masonry standards associated with the project. This agreement will allow for the City to enforce the development standards set forth in the agreement through the building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.

This agreement requires that all structures are comprised of at least one hundred (100%) percent masonry. Masonry includes stone, brick, stucco, or factory tinted split faced concrete masonry unit. The Composite Zoning Ordinance includes an incentive that allows for the reduction of building setbacks, the reduction in landscaping requirements, and the placement of drive through lane that partially faces the right of way when additional masonry is provided as part of the development. The proposed site development complies with the incentive requirements of the zoning ordinance upon approval of the masonry development agreement.

HISTORY/TIMELINE:

APPLICANT/AGENT:
Eli Engineering, PLLC (Gary Eli Jones) on behalf of Bagdad Corner, LLC. (Praveen Guduru)

RECOMMENDATION:
Staff recommends approval.

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

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Fiscal Impact

Attachments:

1. DA-24-0016 Att 1 Development Agreement
2. DA-24-0016 Att 2 Exhibit A - 1012 Municipal Dr

3. DA-24-0016 Att 3 Letter Of Intent - 1012 Municipal Dr

MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE 1012 MUNICIPAL DRIVE DEVELOPMENT

This Development Agreement Establishing Development Standards for the **1012 Municipal Drive Development** (the "Agreement") is made and entered into, effective as of the ____ day of _____, 20____, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **BagdadCorner, LLC** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

(a) The Developer owns that certain 3.22 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for commercial use (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.

(b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.

(c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

(a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.

(b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6.

Section 3. Development Standards.

(a) Development Requirements. The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least one hundred percent (100%) of the combined exterior surface area of all walls, including all stories of buildings / structures, shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.

(b) Building Permits. The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

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

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

(a) Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.

(b) This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

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

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

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

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

Section 10. Force Majeure.

(a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

(b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by

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

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

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

Any notice mailed to the City shall be addressed:
City of Leander
Attn: City Manager
P.O. Box 319
Leander, Texas 78641
Williamson County

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

Any notice mailed to the Developer shall be addressed:
BagdadCorner, LLC
Praveen Guduru
7 Skytop Road
Edison, NJ 08820
Middlesex County

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A – Property Description & Sketch

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

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

Attest:

By:_____
Name: Dara Crabtree
Title: City Secretary

By:_____
Name: Christine DeLisle
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

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

(SEAL)

_____
Notary Public, State of Texas

DEVELOPER:

By: _____ 10/03/2024
Name: PRAVEEN GUDURU
Title: MANAGER

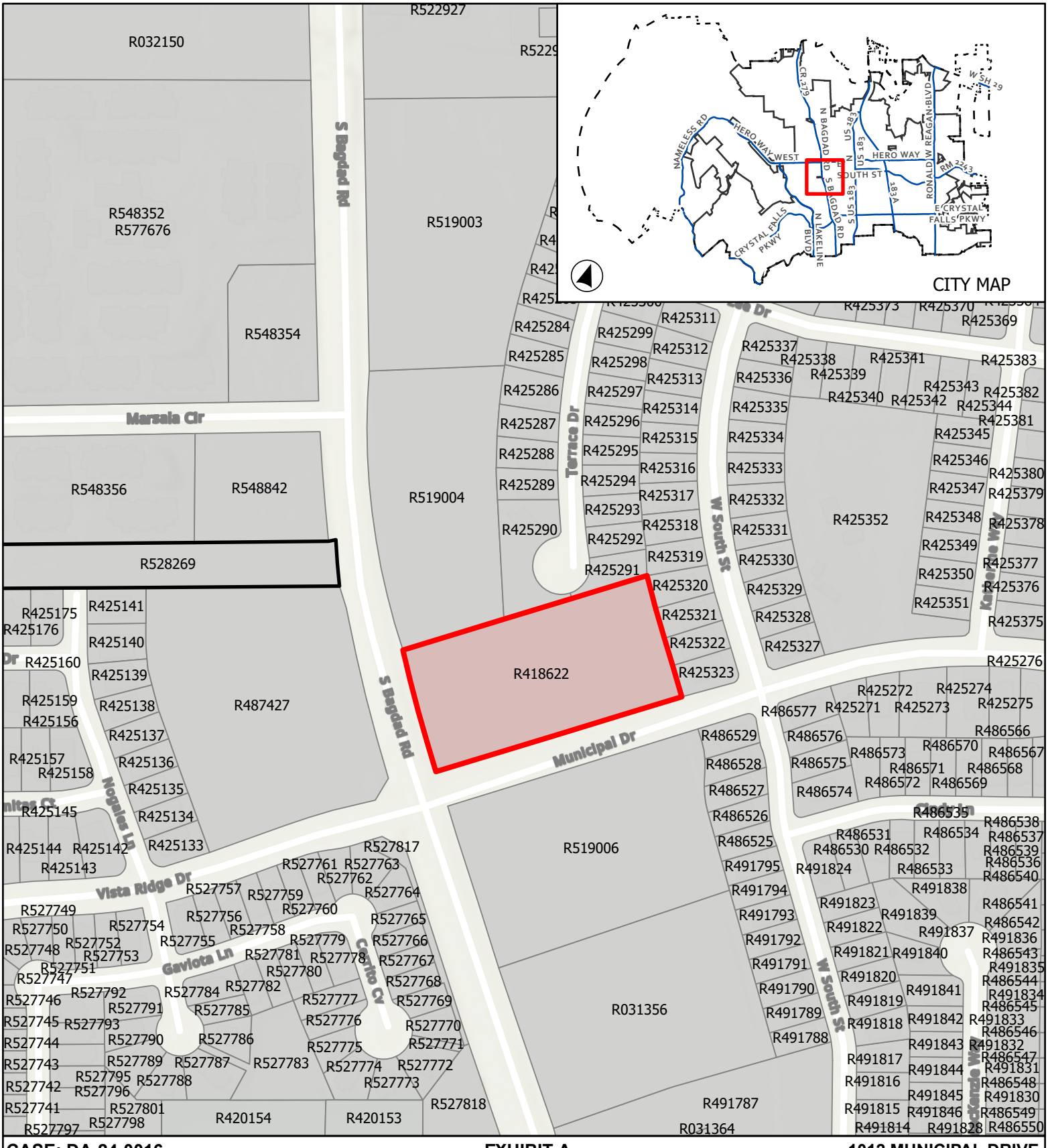
THE STATE OF ~~TEXAS~~ NEW JERSEY §
COUNTY OF middlesex §

This instrument was acknowledged before me on this 03 day of OCT, 2024, by PRAVEEN, GUDURU, of MANAGER, a BAGDADCORNER LLC company, on behalf of said company.

(SEAL)

_____
Notary Public, State of ~~Texas~~ NEW JERSEY

LAKSHMI S VEMULAPALLI
Notary Public, State of New Jersey
Comm. # 50085030
My Commission Expires 06/25/2028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W South St
Terrace Dr
Marsala Cir
Nogales Ln
Vista Ridge Dr
Gaviota Ln
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ELI ENGINEERING

Firm # 17877

October 9, 2024

City of Leander
Development Services Department
201 N Brushy Street
Leander, TX 78641

Re: 1012 Municipal Drive
Related to: SD-23-0112

To Whom it May Concern:

We are requesting a development Agreement to commit to 100% masonry for the following reasons:

- The landscaping requirements to be reduced to one (1) shade tree per six hundred (600) square feet in the front setback.
- To allow for the drive through lane to be in between the building and the ROW.
- For reduced building setbacks.

If there are any questions or you need additional information, please let me know.

Sincerely,

Gary Eli Jones, P.E.
Member

512-658-8095 **700 THERESA CV, CEDAR PARK, TX** **gejtexas@gmail.com**

EXECUTIVE SUMMARY
11/21/2024

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

BACKGROUND:
This request is for an extension of the expiration date of the Leander Springs Final Plat application. Article II, Section 24 (g) includes the following provisions.

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

The applicant is requesting additional time to allow for the review and approval of the Leander Springs Planned Unit Development (Z-24-0114). Following the approval of the zoning case, the construction plans may be approved followed by the final plat.

HISTORY/TIMELINE:
03/17/2022 – Concept Plan & Preliminary Plat Approved
11/16/2023 – Final Plat Application Expired, Staff Extension Granted
05/16/2023 – Final Plat Application Staff Extension Expired
11/16/2024 – Final Plat Application City Council Extension Expired

APPLICANT/AGENT:
Kimley-Horn (Sarah Lee) on behalf of EIT Group Leander Springs Holdings, LLC. (Andrey Derevianko)

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

Staff recommends approval of an additional six (6) month extension. Approving this extension would grant an extension to May 16, 2025, and will allow the developer to finalize the plat requirements for staff approval.

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

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Fiscal Impact

Attachments:

1. FP-22-0040 Att 1 Extension Request Letter- Leander Springs
2. FP-22-0040 Att 2 Ordinance - Leander Springs
3. FP-22-0040 Att 3 Location Map - Leander Springs

EXTENSION REQUEST LETTER

November 8, 2024

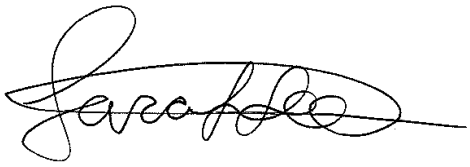
City of Leander
201 North Brushy Street
Leander, TX 78641

Re: Leander Springs Final Plat (FP-22-0040) – Application Extension Request

We are formally requesting an extension for the permit application concerning the Leander Springs Final Plat (FP-22-0040). All comments have been addressed, and we are currently in the process of distributing the plans to the City for signatures and completing the fiscal.

Given that all other comments related to the Final Plat have been resolved, and as we continue to collaborate with the City of Leander on the recordation of the final plat, we kindly ask that you consider our request for a six-month extension for application FP-22-0040.

Sincerely,



Sarah Lee, P.E

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS GRANTING AN EXTENSION OF THE EXPIRATION OF THE FINAL PLAT APPLICATION FOR THE LEANDER SPRINGS FINAL PLAT SUBDIVISION.

WHEREAS, Section 24 (g) (1) of the City's Subdivision Ordinance provides that the final plat application expires nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the final plat are not approved due to the applicant's failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 24 (g) (2) of the City's Subdivision Ordinance provides that the Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the final plat;

WHEREAS, the Planning Department granted one six (6) month extension for the final plat application (the "Final Plat Application") which expired on or about May 16, 2024;

WHEREAS, the City Council granted one six (6) month extension for the final plat application (the "Final Plat Application") which expired on or about November 16, 2024;

WHEREAS, the City Council of the City of Leander, Texas (the "City") finds that there is good reason to grant an extension of the expiration date for the Final Plat Application because the applicant is actively working to address the final plat comments and move forward with final plat within a reasonable timeframe;

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

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

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Final Plat Application to May 16, 2025. In the event that the Final Plat Application is not approved by the Planning and Zoning Commission on or before to May 16, 2025, the Final Plat Application shall expire.

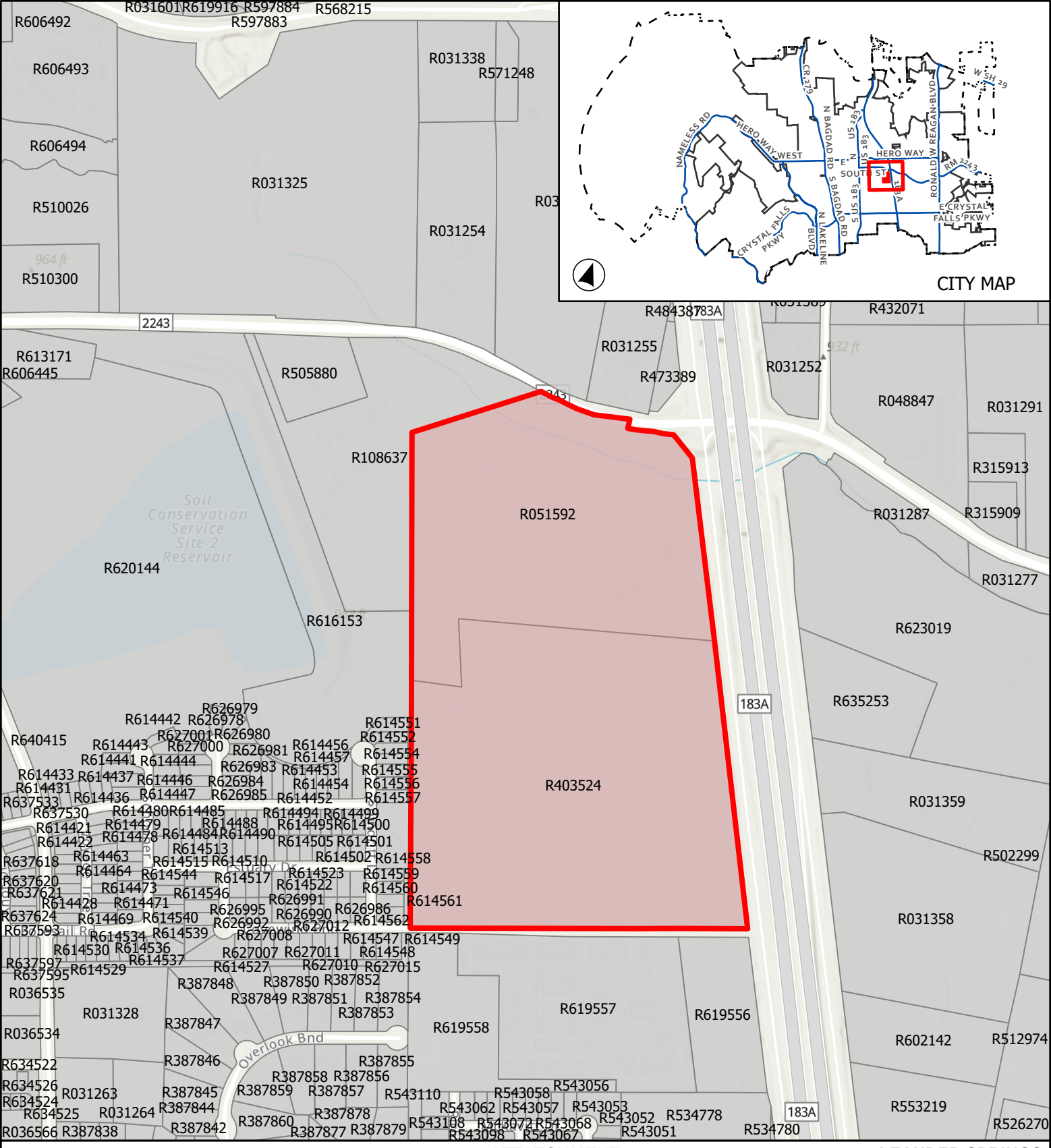
SECTION 3. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the City Charter.

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

Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on First Reading this the **21st** day of **November, 2024**.

ATTEST:	**THE CITY OF LEANDER, TEXAS:**
_____	_____
Dara Crabtree, City Secretary	Christine DeLisle, Mayor



CASE: FP-22-0040 **ATTATCHMENT 2** **LEANDER SPRINGS**

Location Map

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

0 285 570

Feet

City Limits

ETJ Boundary

Subject Boundary

EXECUTIVE SUMMARY
11/21/2024

AGENDA SUBJECT:
Approval of the Second Reading of an Ordinance regarding Ordinance Case OR-24-0025 to amend the Composite Zoning Ordinance Article V, Section 2(b)(2) to modify the building size requirements, and to provide for related matters; Leander, Williamson and Travis Counties, Texas.

BACKGROUND:
This request is the final step in the ordinance amendment process. The Composite Zoning Ordinance provides three (3) components to make up a zoning district in order to provide more flexibility. These components include:

- Use Component – This component identifies the permitted uses for the property.
- Site Component – This component determines the permitted uses that may be conducted outside, physical size of buildings and hours of operation.
- Architectural Component – This component provides requirements for the vertical structures including percentage of window and door openings, architectural features.

Over time, staff has observed an increase in Minor PUD (Planned Unit Development) requests to allow for an increase in the maximum building size associated with the Type 2 Site Component. Staff supports amendments to the zoning to allow the increase when the property is not adjacent to a residential subdivision. Staff proposes amending the requirements to not apply the building size restriction in instances where the development is not adjacent to residential development.

CURRENT LANGUAGE:
Individual users shall not exceed 40,000 gross square feet of floor area in a single building. A single building may not exceed 60,000 square feet of floor area.

PROPOSED LANGUAGE:
Individual users shall not exceed 40,000 gross square feet of floor area in a single building. A single building may not exceed 60,000 square feet of floor area. **The building size limitation only applies to properties that abut property utilized for a single-family or two-family residences and zoned for single-family or two-family uses, including, land located within a Planned Unit Development (PUD) (the "Residentially Zoned Property"). The term Residentially Zoned Property excludes property that is zoned to Interim Zoning District SFR-1-B pursuant to Article II, Section 3 of this Ordinance, unless there is an approved concept plan, preliminary plat, final plat, or site development permit for single-family or two-family uses of such property.**

Staff recommends approval of the ordinance amendment. During the meeting of October 10, 2024, the Planning & Zoning Commission recommended approval.

HISTORY/TIMELINE:

APPLICANT/AGENT:
City of Leander

RECOMMENDATION:
The City Council unanimously approved the zoning request during the November 7, 2024 meeting.

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

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Fiscal Impact

Attachments:

1. OR-24-0025 Att 1 CZO Type 2 Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING SECTIONS OF ARTICLE 14.02, THE COMPOSITE ZONING ORDINANCE TO AMEND THE COMPOSITE ZONING ORDINANCE TO UPDATE THE BUILDING SIZE MAXIMUMS ASSOCIATED WITH THE TYPE 2 SITE COMPONENT, AND PROVIDE FOR RELATED MATTERS; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City sees a need to update the maximum building size requirements that are associated with the Type 2 Site Component in order to accommodate commercial projects that are not adjacent to residential developments.

WHEREAS, the Planning & Zoning Commission held a public hearing on the proposed amendments to Section 14.02.001, Article 14.02, Chapter 14, Leander Code of Ordinances (the "Composite Zoning Ordinance"), and forwarded its recommendation on the amendments to the City Council; and

WHEREAS, after publishing notice of the public hearing at least fifteen (15) days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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

SECTION 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. Amendment of Article V, Section 2 (b)(2)(v). Article V, Section 2 (b)(v) of the Composite Zoning Ordinance is hereby amended as follows:

(v) Individual users shall not exceed 40,000 gross square feet of floor area in a single building. A single building may not exceed 60,000 square feet of floor area. The building size limitation only applies to properties that abut property utilized for a single-family or two-family residences and zoned for single-family or two-family uses, including, land located within a Planned Unit Development (PUD) (the "Residentially Zoned Property"). The term Residentially Zoned Property excludes property that is zoned to Interim Zoning District SFR-1-B pursuant to Article II, Section 3 of this Ordinance, unless there is an approved concept plan, preliminary plat, final plat, or site development permit for single-family or two-family uses of such property.

SECTION 3. Conflicting Ordinances. Exhibit " A", Chapter 14, Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

SECTION 4. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting subdivision within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 5. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter

SECTION 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

SECTION 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 7th day of November, 2024.
FINALLY PASSED AND APPROVED on this the 21st day of November, 2024.

ATTEST: **THE CITY OF LEANDER, TEXAS:**

_____ _____

Dara Crabtree, City Secretary Christine DeLisle, Mayor

EXECUTIVE SUMMARY
11/21/2024

AGENDA SUBJECT:
Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0120 to amend the 675 Kauffman Loop Planned Unit Development to allow for overhead commercial doors on two (2) parcels of land 24.91 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R328207 and R555049; and more commonly known as 675 Kauffman Loop, Leander, Williamson County, Texas.

BACKGROUND:
This request is the final step in the zoning process. This property is located to the east of the intersection of Ronald W Reagan Boulevard and Kauffman Loop, to the east of HEB. The applicant is requesting to amend the existing zoning that allows for commercial development to add an allowance for overhead commercial doors. This change would allow for additional uses such as oil change facilities. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in an Activity Center identified by the Comprehensive Plan.

The Planning Analysis is provided as Attachment #1 and provides more details about the request and the property.

Staff recommends approval of the zoning request. During the meeting of October 10, 2024, the Planning & Zoning Commission recommended approval.

HISTORY/TIMELINE:
10/10/2022 – PUD Approved
06/19/2024 – PUD Minor Amendment #1 Approved
10/10/2024 – Planning & Zoning, 1st Public Hearing
11/07/2024 – City Council, 2nd Public Hearing

APPLICANT/AGENT:
Southwest Land Service, Inc. (David Singleton) on behalf of 675 Kauffman, LP. (Joseph Williams)

RECOMMENDATION:
The City Council unanimously approved the zoning request during the November 7, 2024 meeting.

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

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Fiscal Impact

Attachments:

1. Z-24-0120 Att 1 Planning Analysis - 675 Kauffman Loop
2. Z-24-0120 Att 2 Current Zoning - 675 Kauffman Loop
3. Z-24-0120 Att 3 FLU Map - 675 Kauffman Loop
4. Z-24-0120 Att 4 Public Notification - 675 Kauffman Loop
5. Z-24-0120 Att 5 Aerial Map - 675 Kauffman Loop
6. Z-24-0120 Att 6 Proposed Zoning - 675 Kauffman Loop
7. Z-24-0120 Att 7 PUD Notes - 675 Kauffman Loop
8. Z-24-0120 Att 8 Letter of Intent - 675 Kauffman Loop
9. Z-24-0120 Att 9 Neighborhood Outreach - 675 Kauffman Loop
10. Z-24-0120 Att 10 Ordinance - 675 Kauffman Loop

PLANNING ANALYSIS

ZONING CASE Z-24-0120
675 KAUFFMAN LOOP PLANNED UNIT DEVELOPMENT

GENERAL INFORMATION

Owner/Agent: Southwest Land Service, Inc. (David Singleton) on behalf of 675 Kauffman, LP. (Joseph Williams).

Current Zoning: 675 Kauffman Loop Planned Unit Development with base zoning:
GC-2-A (General Commercial)
SFT-2-A (Single Family Townhouse)

Proposed Zoning: 675 Kauffman Loop Planned Unit Development with base zoning:
GC-2-A (General Commercial)
SFT-2-A (Single Family Townhouse)

Size and Location: The property is located at 675 Kauffman Loop, including approximately 25 acres.

Staff Contact: Karina Castillo, AICP
Planning Manager

APPLICANT REQUEST

The applicant has submitted a request to amend the existing PUD on their property in order to allow the use of commercial overhead service in the GC (General Commercial) portion of the project.

STAFF CONCLUSIONS

Y	N	
☒	☐	Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page* 3
☒	☐	Does the proposal comply with the goal statements of the Comprehensive Plan? *see page* 4
☒	☐	Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

Article V, Section 2(b)(2)(vi) of the Composite Zoning Ordinance prohibits the use of commercial overhead doors within the Type 2 site component. The applicant is requesting to amend the 675 Kauffman Loop PUD to allow for commercial overhead doors in the commercial portion of the PUD.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	Liberty Hill ETJ	Vacant
EAST	ETJ	Vacant
SOUTH	Interim SFR-1-B	Residential
WEST	Bar W Commercial PUD	Commercial

SURROUNDING AREA:
This property is located south of SH 29, east of the Bar W Commercial development.

PHYSICAL AND NATURAL FEATURES:
This property contains some significant trees throughout the site.

PROPERTY HISTORY:
This property was annexed into the City of Leander on 10/9/2022.

PREVIOUS ZONING CASES:
The following zone cases were previously submitted for this property:

- 22-Z-005 requested a zone change from Interim SFR-1-B (Single-Family Rural) to adopt the 675 Kauffman Loop Planned Unit Development with base zoning of GC-2-A (General Commercial) and SFT-2-A (Single Family Townhouse) and was approved on 10/10/2022.
- Z-24-0125 requested an amendment of 675 Kauffman Loop Planned Unit Development which included a minor adjustment to the location of a portion of the commercial development associated with this project, and was approved on 6/19/2024.

MAJOR CORRIDORS:
This property has access onto SH 29 and Kauffman Loop.

TRANSPORTATION PLAN REQUIREMENTS:
This property does not include any proposed roads shown on the Transportation Master Plan.

The table below includes the proposed streets within the development. These streets have not been reviewed and are subject to change during the review process.

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
SH 29	Controlled Access	Commercial	400’ ROW 10’ sidewalk
Kauffman Loop	Arterial	Commercial	100’ ROW 4-Lane Arterial 10’ sidewalk

SUBDIVISIONS:
No subdivision cases have been previously submitted for this property.

EXISTING UTILITIES:
This property has access to water along Kauffman Loop as shown in Figure 2. The nearest wastewater is located at the intersection of Ronald W. Reagan Boulevard and Kauffman Loop, as shown in Figure 3.

CURRENT LAND USES:
This property is currently developed as a residential home.

PROPOSED ZONING DISTRICT:

PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for a commercial and residential development. The contents of this PUD further explain and illustrate the overall function desired for this development. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

USE COMPONENT

GC – GENERAL COMMERCIAL:

Features: Any use in LC plus bar, nightclub, entertainment venues, hospital, hotel, liquor store, office/warehouse, vehicle and equipment sales, leasing and repair, furniture sales, pet shop, wholesale activities less than 3,500 sq. ft.

Intent: Development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. Access to this component should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

SITE COMPONENT

TYPE 2:

Features: Accessory buildings greater of 10% of primary building or 120 sq. ft.; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 sq. ft.; multi-family provides at least 100% of units with an enclosed garage parking space.

Intent:

(1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.
(2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.
(3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.
(4) This component is intended to be utilized with LO, LC, GC, HC, and HI use components when adjacent to residential districts and additional compatibility standards are warranted.
(5) This component is generally not intended to be utilized with HC and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.
(6) Compliance with Type 1 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE A:

Features: 5 or more architectural features.

Intent:

(1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.

(2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.

(3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.

(4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.

(5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.

(6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.
- Strategy 10.1: Maintain and/or improve affordability and diversity in the housing market.
- Strategy 10.2: Support housing that has well-defined design character, compatibility with adjacent uses, and balanced density.

Applicable Future Land Use categories

ACTIVITY CENTER

- Activity Center areas are the major strategic commercial centers within the community. They are intended to provide opportunity for diverse retail, employment and mixed-use destinations at critical intersections to create dense, value-intense development. These centers are regional in nature and serve a population beyond Leander, and are found on major highways and arterials. Managing access and traffic in these high-volume areas will require planning and coordination.

  In a changing retail environment, Activity Centers are designed to become community destinations with activities, amenities, shopping, restaurants and places to gather, live and work. These mixed-use centers complement neighborhood centers and the urban development around Leander Station. Individually, these centers are expected to have a differing balance of land use, design, and atmosphere based on their location and context. High-density apartments and lofts are appropriate if designed and connected to the larger mixed-use center.

  The Activity Center land use is intended to be implemented using a strategically planned framework, typically a PUD. When multiple landowners exist without a unified development scheme, proposed projects should plan for future integration to balance the activity center area as much as possible.

  Desired Mix: 70-100% Non-Residential, 0-30% Residential

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

This proposal was reviewed by all applicable departments within the City of Leander. All plats submitted will be reviewed by Williamson County along with City Staff.

SCHEDULE:

DEVELOPMENT MEETING
A development meeting was not held with Staff, but the applicant has been working closely with staff to coordinate the process of this project.

NOTIFICATION

09/19/2024 - Public Notice on Hill Country News
09/25/2024 - Mail Notification to Property Owners within 200'
09/25/2024 - Public Hearing Signage Posted on Property
10/10/2024 - Planning and Zoning Commission Public Hearing
11/07/2024 - City Council Public Hearing & First Reading of the Ordinance
11/21/2024 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

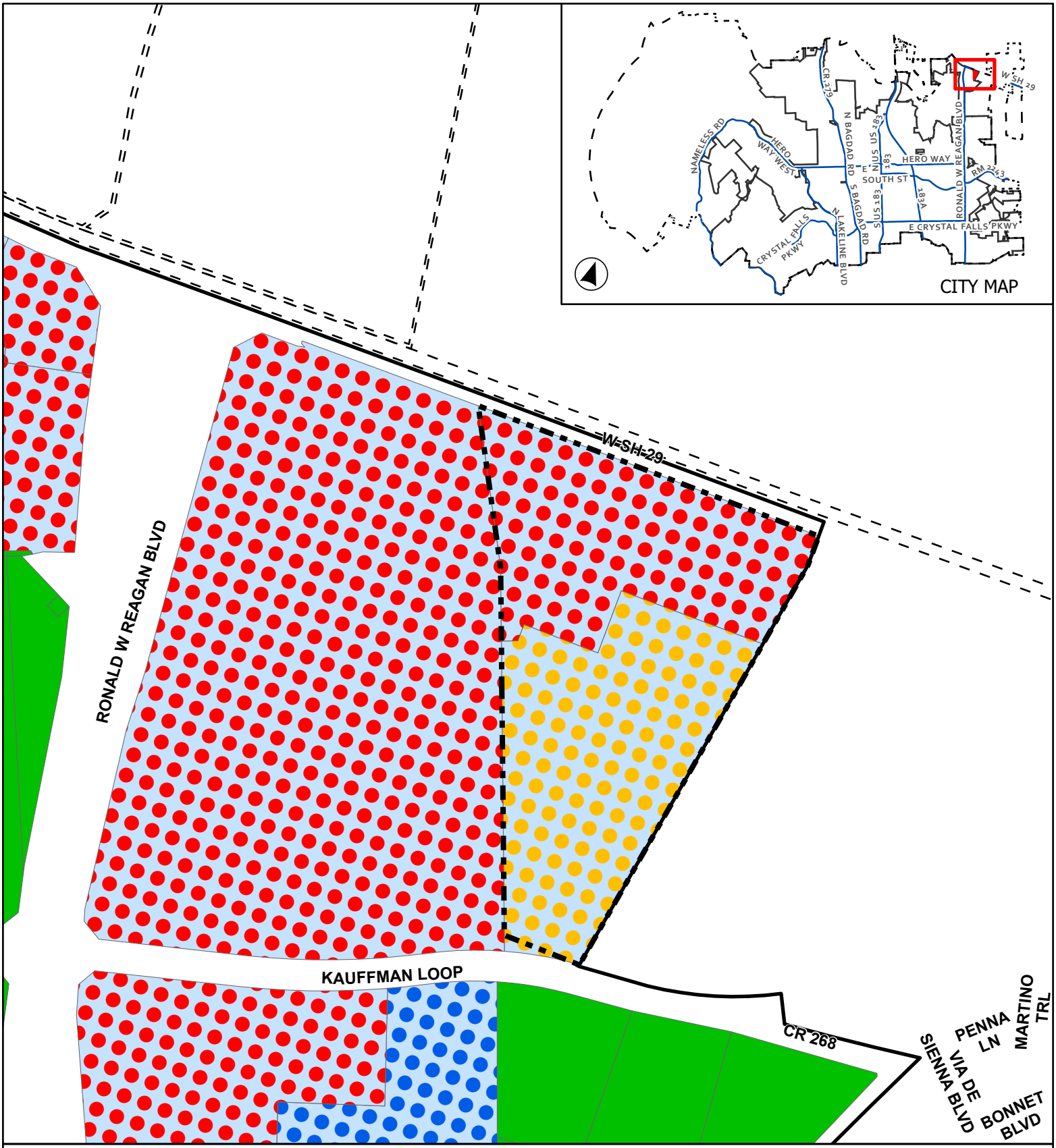
In addition to the notice mailed on behalf of the City to all property owners within 200', the agent is required to reach out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500' shall also be contacted.

A letter was mailed to all the required property owners within 500' with information for a neighborhood. No questions or concerns were received.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

The applicant is proposing to amend the approved Planned Unit Development to allow for the use of commercial overhead service doors in the GC (General Commercial) portion of the project. Article VIII, Section 2 of the Composite Zoning Ordinance which requires doors to not be oriented towards the street or residential uses and screened from view will still need to be met. Staff recommends approval of the request.



CASE: Z-24-0120

ATTACHMENT 2

360 KAUFFMAN LOOP
MINOR PUD AMENDMENT
(Z-24-0125)

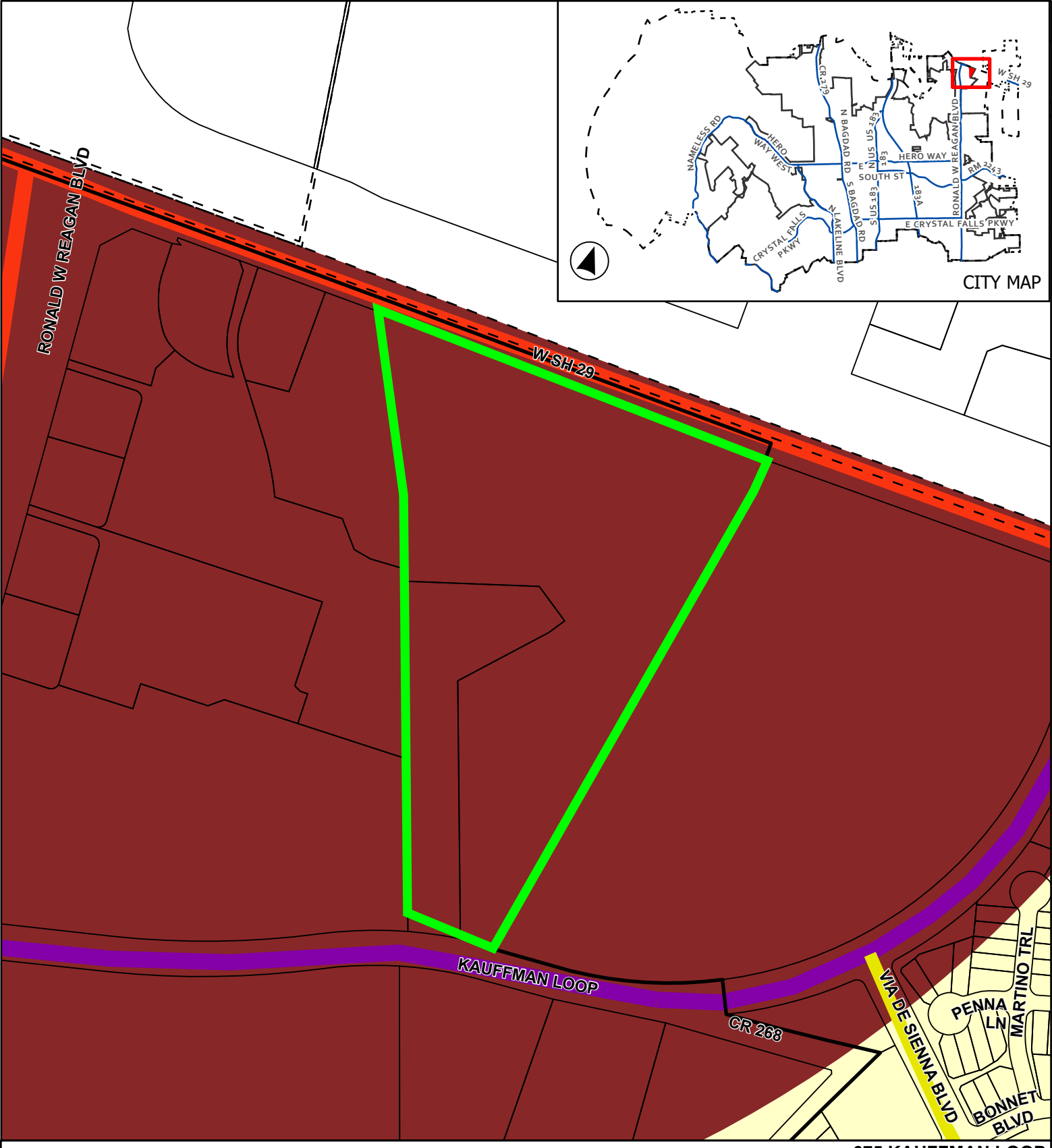
Current Zoning

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural
- PUD - Townhomes
- PUD - Mixed Use
- PUD - General Commercial

0 150 300

Feet

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



CASE: Z-24-0120

ATTACHMENT 3

675 KAUFFMAN LOOP
MAJOR AMENDMENT
EXISTING PUD

Future Land Use Map

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

0 150 300
Feet

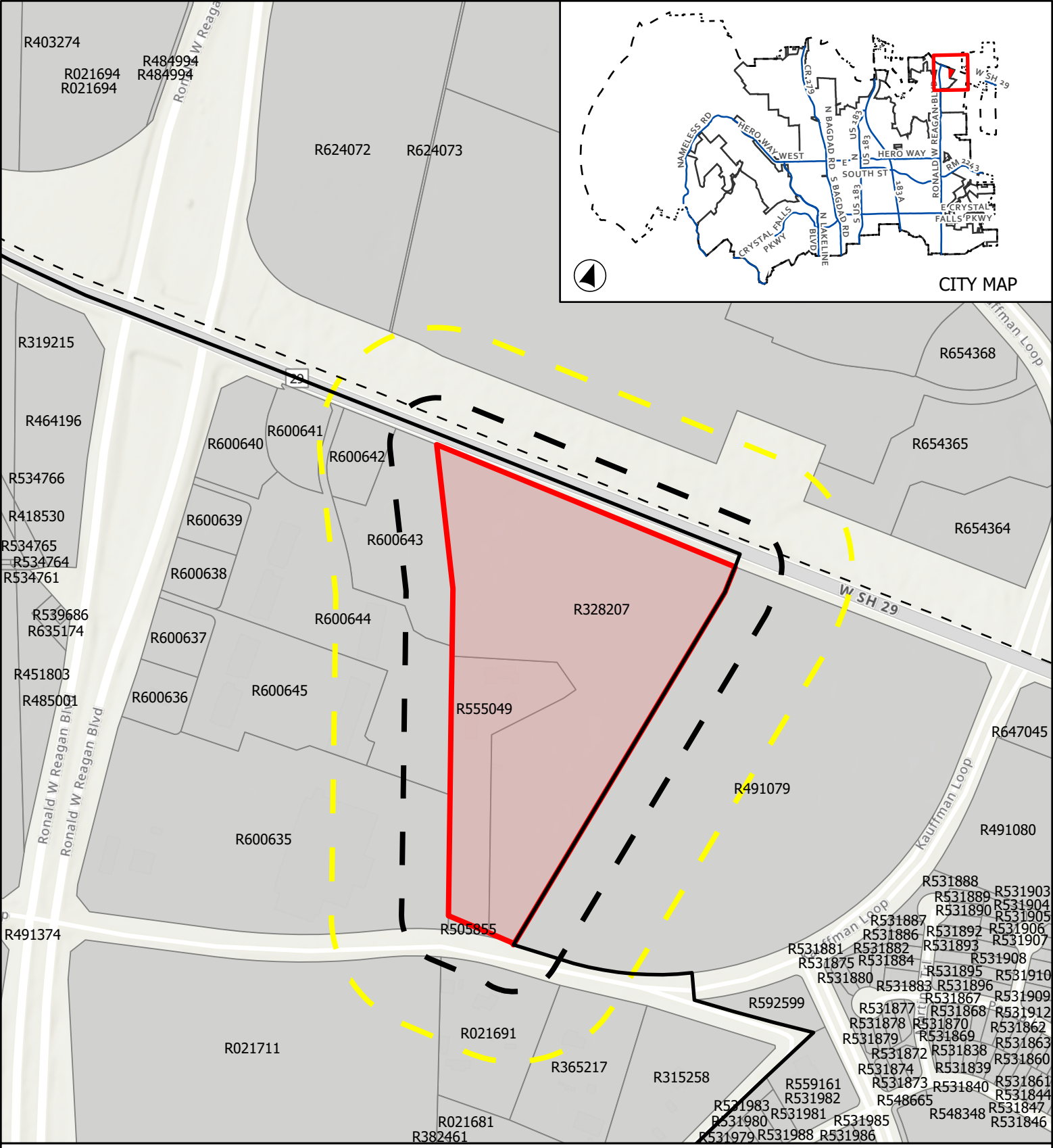
- Leander City Limits
- ETJ Boundary
- Subject Boundary

Future Land Use

- Neighborhood Residential
- Activity Center

Thoroughfare Plan

- Access Controlled, Existing
- Arterial 4 Lane, Existing
- Collector, Existing



CASE: Z-24-0120

ATTATCHMENT 4

675 KAUFFMAN LOOP
MAJOR AMENDMENT
EXISTING PUD

Public Notification

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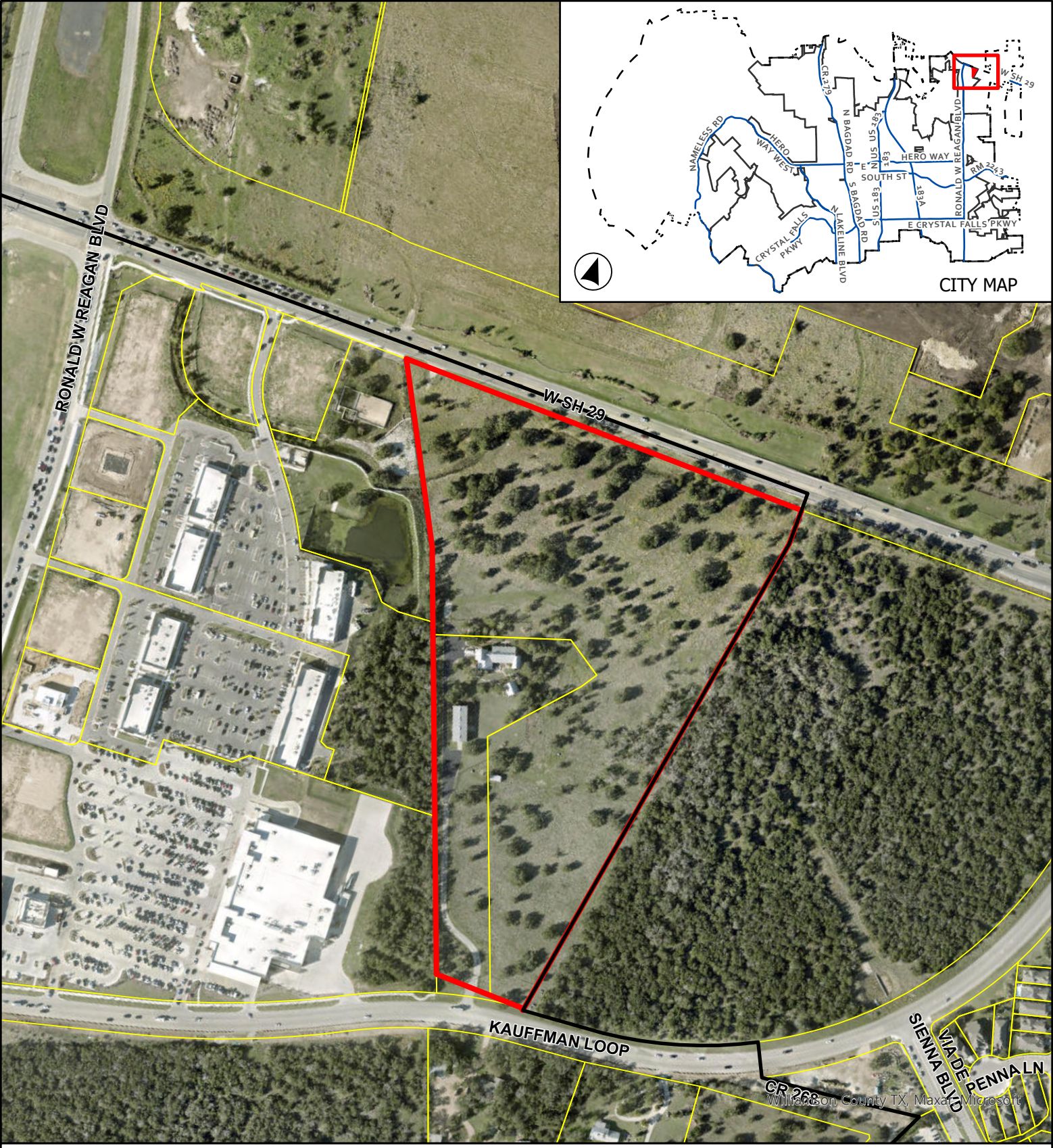
0 220 440

Feet

City Limits
ETJ Boundary
Subject Boundary

Notification Buffer
200'
500'



CASE: Z-24-0120 | **ATTACHMENT 5** | **675 KAUFFMAN LOOP MAJOR AMENDMENT EXISTING PUD**

Aerial Map

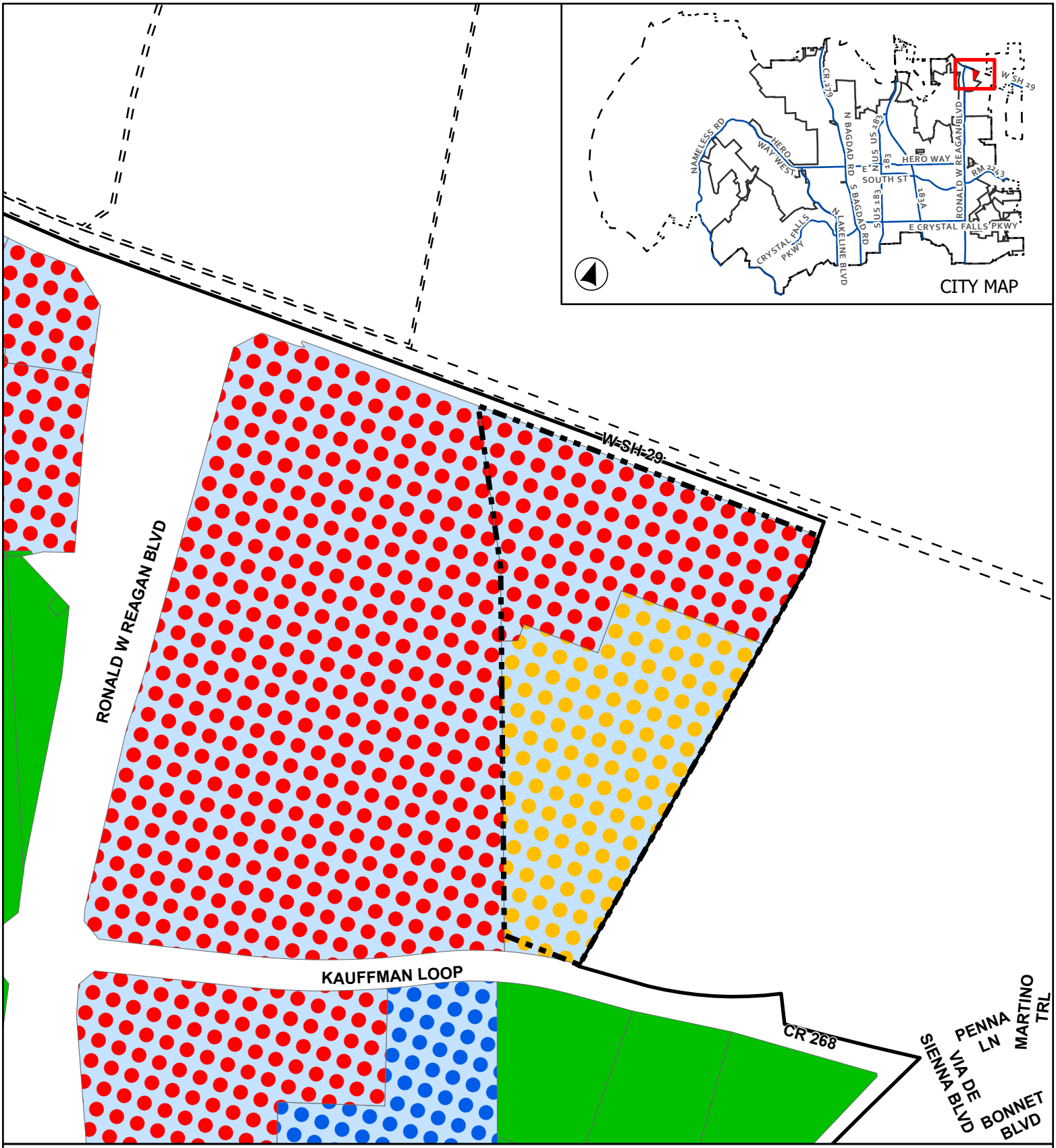
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

0 155 310

Feet

Leander City Limits

Subject Boundary



CASE: Z-24-0120

ATTACHMENT 6

360 KAUFFMAN LOOP
MINOR PUD AMENDMENT
(Z-24-0125)

Proposed Zoning

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural
- PUD - Townhomes
- PUD - Mixed Use
- PUD - General Commercial

0 150 300

Feet

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Exhibit A

675 Kauffman Loop Planned Unit Development Amendment #2

A. Purpose and Intent

1. The 675 Kauffman Loop PUD is comprised of approximately 25 acres, as shown in **Exhibit B.** The development of this property includes commercial and residential development.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled **Exhibit A**.

2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.

   GC-2-A (General Commercial)
   SFT-2-A (Single Family Townhouse)

C. Conceptual Site Layout & Land Use Plan

1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, **Exhibit C**, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concept; as well as a guide for general geometry and layout of the future private roadway and building envelopes. It is not intended to serve as a final document.

D. Allowable / Prohibited Uses

1. The allowable uses include all uses authorized pursuant to SFT and GC use components as identified in **Exhibit C**, except the following as prohibited uses:
   a) Bar, nightclub or private club.
   b) Equipment and furniture or other similar good sales, repair and service.
   c) Funeral home, included embalming and crematory facilities associated with an on-site funeral home or cemetery.
   d) Manufactured housing sales and accessory building sales.
   e) Office/warehouse including painting, plumbing or similar commercial service.
   f) Transportation related facilities including commercial parking lots, passenger terminals, taxi-cab station and mass transit terminals.
   g) New or used vehicle and mayor equipment sales, rental or leasing, repair of new or used vehicles, body shop.
   h) Wholesale activities with less than 3,500 square feet of gross area of business.

2. The maximum number of townhouses (10 units/acre) on the 15.36 SFT tract is 153 units.
3. A condo regime is proposed for the townhouse tract allowing multiple units on one lot.

E. <u>Development Standards</u>

1. The PUD modifies the limitations of Article VI, Section 7 (b) (5) of the City's Composite Zoning Ordinance regarding the use of structural stabilization for the perimeter of non- residential and multi-family drainage facilities being limited to ninety (90%) percent of the pond perimeter excluding outlet structures.
2. This project shall utilize private drives instead of public roadways. Private drives will meet city of Leander Private Drive standards.
3. Sidewalks are required throughout the interior of the project and connecting Kauffman. These sidewalks shall be a minimum of four (4') feet wide and constructed of concrete.
4. Guest Parking will be provided at a ratio ten (10%) percent of the required spaces.
5. Turf grass in the narrow strips adjacent to street curbs between sidewalk and street pavement shall be prohibited. Materials such as river rock crushed granite, or similar product shall be used in this location.
6. All HOA Landscape Lots shall be limited to fifty (50%) percent turf grass coverage.
7. Commercial portions of the development (Parcels 1 or 2 – Exhibit C) shall be developed with vertical improvements prior to or concurrently with the residential portions of the development (Parcel 3 – Exhibit C). Commercial Portions of the development (Parcels 1 or 2 – Exhibit C) shall be developed with pad ready improvements prior to or concurrently with the residential portion of the development (Parcel 3 – Exhibit C).
8. Commercial overhead service doors are permitted in the General Commercial portion of the project.

NORTH

SCALE IN FEET
0 80' 160'

LEGEND:

●	1/2-INCH IRON ROD FOUND WITH "RPLS 5575" CAP UNLESS OTHERWISE NOTED
■	TXDOT TYPE I MONUMENT
△	CALCULATED POINT
———	PROPERTY LINE
——— – – ———	ADJACENT PROPERTY LINE
– — — — — –	PROPOSED PARCEL BOUNDARY LINE
———–———–	RIGHT-OF-WAY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
CONC.	CONCRETE
( )	RECORD INFORMATION PER DOC. NO. 2017003357
[ ]	RECORD INFORMATION PER DOC. NO. 2020096319

EXHIBIT B

SURVEYOR'S NOTES:

1. ONLY VISIBLE, ABOVE GROUND EVIDENCE OF IMPROVEMENTS AND UTILITIES ARE SHOWN HEREON, AS WELL AS UNDERGROUND UTILITIES LOCATED PER THIRD PARTY MARKINGS (I.E. PIN FLAGS, PAINT MARKS, ETC.). UNDERGROUND UTILITIES SHOWN HEREON WILL NEED TO BE FIELD VERIFIED BEFORE ANY EXCAVATION BEGINS.
2. THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM, NSRS 2011(2012A), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. SURVEYOR IS NOT RESPONSIBLE FOR ANY ADDITIONAL EASEMENTS AND/OR ENCUMBRANCES AFFECTING THE TRACT SHOWN HEREON.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARCH DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	1250.00'	11°01'35"	240.56'	S79°51'23"W	240.19'
C2	30.00'	37°47'26"	19.79'	N18°55'33"E	19.43'
(C1)	(1250.00')		(240.51')	(S81°02'16"W)	(240.14')

POINT OF BEGINNING FOR PARCEL 2 DESCRIPTION

S89°56'57"E 265.11'

305.90'

NO CAP

S89°52'11"E 543.89'

TEXAS STATE HIGHWAY 29 (RIGHT-OF-WAY WIDTH VARIES)

207.41'

S89°53'19"E 863.78'

NO CAP

RANCHO SIENA KC, LP
DOC. NO. 2007081893
O.P.R.W.C.T.

(S10°36'W 1515.61')
S9°03'41"W 1515.04'
1208.14'

RONALD C. DIPPREY,
TRUSTEE OF THE DOUBLE STAR
IRREVOCABLE TRUST
22.095 ACRE
REMAINDER OF A CALLED 30.30 ACRE TRACT
DOC. NO. 2017003357
O.P.R.W.C.T.

PARCEL 2
6.19 ACRES
269,525 SQUARE FEET

660.35'

TOTAL AREA:
25.025 ACRES
1,090,086 SQUARE FEET

PARCEL 3
15.36 ACRES
669,228 SQUARE FEET

BROKEN

S0°04'57"W 99.29'

BROKEN

N89°59'07"E 53.83'

N0°14'29"E 70.60'

C2

N37°56'37"E 179.57'

(S89°23'E 1629.68')
S89°58'12"E 406.03'

PARCEL 1
1.94 ACRES
84,540 SQUARE FEET

GREENLIEF FISK SURVEY, ABSTRACT 5

N62°03'22"E 52.92'

S89°59'46"E 76.74'

50.97'

78.55'

50.89'

401.75'

N27°57'13"W 531.28'
(N27°58'19"W 531.42')
(N27°58'35"W 531.67')

WITH "CEC BOUNDARY" CAP

WITH "CEC BOUNDARY" CAP

N89°57'48"W 16.28'

N72°28'07"W 32.73'

S68°43'22"W 14.81'

N0°09'38"W 24.92'

N0°02'07"E 70.00'

N89°15'24"W 4.93'

N89°53'53"W 320.00'

N0°08'36"E 200.57'

PARCEL 4
1.533 ACRES
66,772 SQUARE FEET

S89°52'25"E 272.51'

RONALD C. DIPPREY,
CALLED 4.650 ACRES
DOC. NO. 2017003352
O.P.R.W.C.T.

320.35'

826.42'

N20°42'02"W 1197.67'
(N19°10'W 1197.83')

WITH "FOREST RPLS 1847" CAP

RONALD C. DIPPREY,
TRUSTEE OF
THE DOUBLE STAR IRREVOCABLE TRUST
CALLED 0.12 ACRES
DOC. NO. 2017003357
O.P.R.W.C.T.

WITH "FOREST RPLS 1847" CAP

N89°23'31"W 38.74'
(N89°14'29"W 38.71')

C1
(C1)

KAUFMAN LOOP
(100' RIGHT-OF-WAY WIDTH)

CAP ILLEGIBLE
POINT OF BEGINNING FOR PARCEL 3 DESCRIPTION

N21°02'07"W 52.15'
(N19°24'51"W 52.62')

LOT 9
BAR W RANCH COMMERCIAL FINAL PLAT
DOC. NO. 2020096319
O.P.R.W.C.T.

LOT 10
BAR W RANCH COMMERCIAL FINAL PLAT
DOC. NO. 2020096319
O.P.R.W.C.T.

LOT 1
BAR W RANCH COMMERCIAL FINAL PLAT
DOC. NO. 2020096319
O.P.R.W.C.T.

LOT 8
BAR W RANCH COMMERCIAL FINAL PLAT
DOC. NO. 2020096319
O.P.R.W.C.T.

LOT 11
BAR W RANCH COMMERCIAL FINAL PLAT
DOC. NO. 2020096319
O.P.R.W.C.T.

STATE OF TEXAS
REGISTERED
Sydney Smith Xinos
5361
LAND SURVEYOR

REVISION RECORD

NO	DATE	DESCRIPTION

Texas Registered Surveying Firm 10194419 · Texas Registered Engineering Firm F-98
Civil & Environmental Consultants, Inc.
3711 South MoPac Expressway · Building 1, Suite 550 · Austin, TX 78746
Ph: 512.439.0400 · Fax: 512.329.0096
www.cecinc.com

AARKAY GROUP LLC
675 KAUFMAN LOOP
LEANDER, TEXAS
WILLIAMSON COUNTY

SURVEY EXHIBIT

DATE:	APRIL, 2022
DRAWN BY:	AJH
DWG SCALE:	1" = 80'
CHECKED BY:	ESH
PROJECT NO:	314-748
APPROVED BY:	SSX

DRAWING NO.: **SV01**

SHEET 1 OF 1

P:\310-000\314-748\~Survey\Dwg\314-748 SV01-Base NEW ORIENTATION.dwg[EXHIBIT] LS (Y2) 2022 - xrsplash) - LP: 4/13/2022 11:14 AM

EXHIBIT "_B_"

DESCRIPTION FOR A 1.94 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 24.91 ACRE TRACT OF LAND CALLED TRACT 1 IN THE WARRANTY DEED WITH VENDOR'S LIEN TO 675 KAUFMAN, LP, A TEXAS LIMITED PARTNERSHIP, AS RECORDED IN DOCUMENT 2021063860 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DATED APRIL 29, 2021, THE PERIMETER OF SAID 1.94 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found with plastic cap stamped "CEC INC BOUNDARY" for the northwest corner of said 24.91 Acre Tract, same being the northeast corner of Bar W Ranch Commercial Final Plat, a subdivision plat recorded in Document 2020096319, of the Official Public Records of Williamson County, Texas, dated August 19, 2020, and also being a point on the southerly right-of-way line of State Highway 29 [a variable width right-of-way];

THENCE with the common boundary line of said 24.91 Acre Tract and said State Highway 29 the following two courses and distances:

1. S89°58'49"E a distance of 406.13 feet to a concrete highway marker found for a common corner, and
2. S00°07'51"W a distance of 99.44 feet to a damaged concrete highway marker found for a common corner from which a concrete highway marker found for the northeast corner of said 24.91 Acre Tract bears S89°53'36"E a distance of 799.05 feet;

THENCE departing said common boundary line of the 24.91 Acre Tract and State Highway 29, and through the interior of said 24.91 Acre Tract the following five courses and distances:

1. N89°52'09"W a distance of 54.00 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner,
2. S00°07'51"W a distance of 70.66 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for the beginning of a curve,
3. with the arc of a curve to the right a distance of 19.79 feet, having a radius of 30.00 feet, a central angle of 37°47'39", with a chord bearing S19°01'40"W a distance of 19.43 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for the end of curve,
4. S37°55'30"W a distance of 179.47 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner, and

5. S62°02'36"W a distance of 52.93 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner of the tract described herein and being a point on the common boundary line of said 24.91 Acre Tract and said Bar W Ranch Commercial Final Plat, from which a 1/2 inch iron rod found for angle point in said common boundary line bears S27°57'24"E a distance of 129.61 feet;

THENCE N27°57'24"W said common boundary line of the 24.91 Acre Tract and Bar W Ranch Commercial Final Plat, a distance of 401.75 feet to the **POINT OF BEGINNING** hereof, and containing 1.94 acres of land, more or less, within the metes and bounds described herein.

Christopher Ross Holland

STATE OF TEXAS
REGISTERED
CHRISTOPHER ROSS HOLLAND
5575
PROFESSIONAL
LAND SURVEYOR

December 29, 2021

Christopher Ross Holland
Registered Professional Land Surveyor No. 5575
1501 Cotton Gin Road, Kyle, Texas 78640
512-565-4523

Date

crh

Drawing: KauffmanLoop675-05B.dwg
Description: KaufmannLoop675-05B.doc

LEGEND

- ● ½ INCH IRON ROD FOUND
- ◉ ½ INCH IRON ROD WITH PLASTIC CAP FOUND (AS NOTED)
- ■ CONCRETE HIGHWAY MONUMENT
- ⬡ ½ INCH IRON ROD WITH PLASTIC CAP STAMPED "RPLS 5575" SET
- —x—x— BARBED WIRE FENCE
- ———o——— PIPE FENCE
- —OH— OVERHEAD UTILITIES

I, CHRISTOPHER ROSS HOLLAND, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, CERTIFY THIS LAND SURVEY WAS CONDUCTED IN COMPLIANCE WITH THE ACT AND RULES OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

STATE OF TEXAS REGISTERED CHRISTOPHER ROSS HOLLAND 5575 PROFESSIONAL LAND SURVEYOR

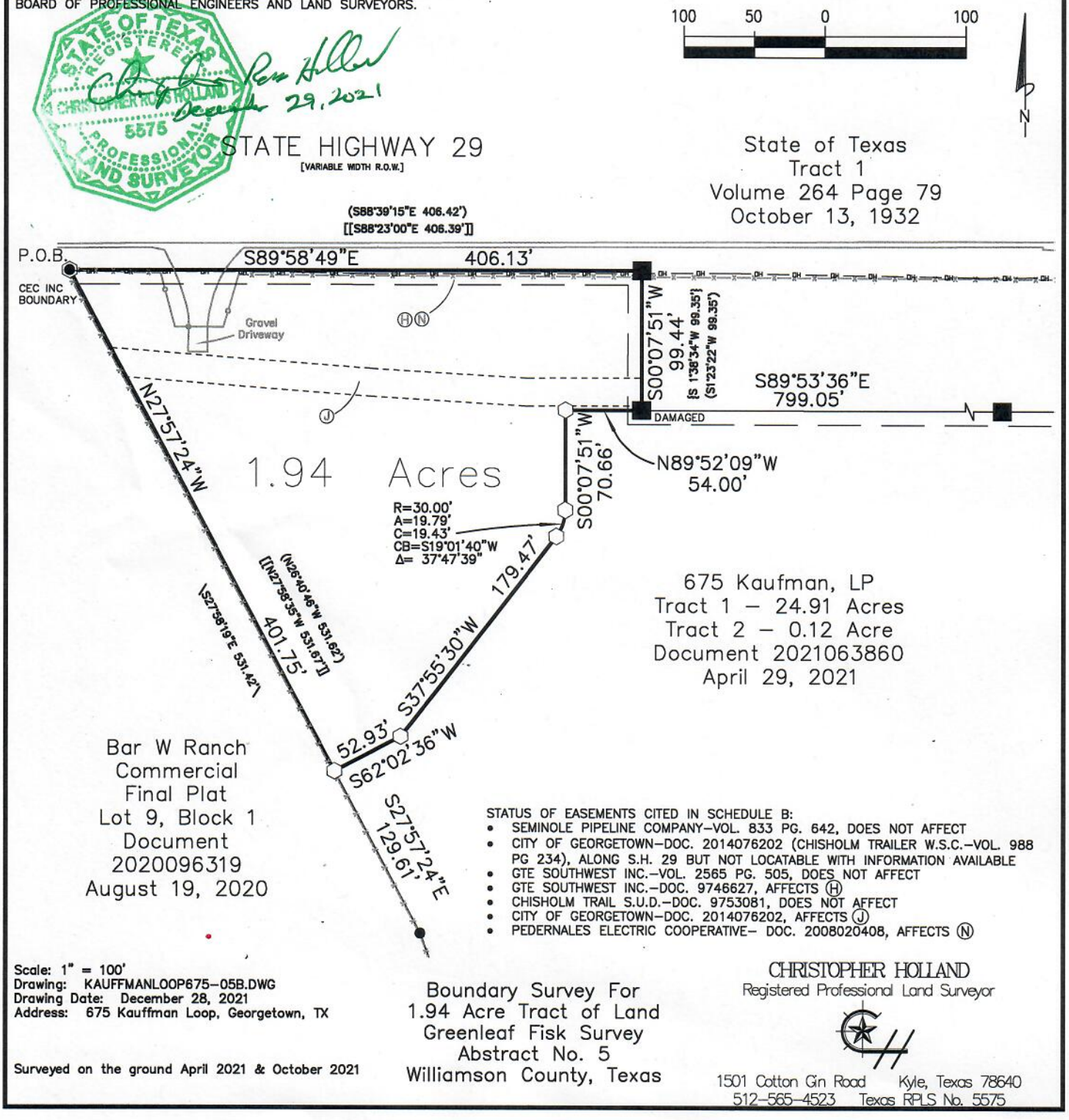
Chris Ross Holland
December 29, 2021

NOTES:

-THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE COMMITMENT GF NO. 20060553 ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY ON FEBRUARY 12, 2021. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER ENCUMBRANCES WHICH AFFECT THIS TRACT THAT ARE NOT SHOWN HEREON.
-BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011) (EPOCH 2010.0000)

COURSES OF RECORD FROM OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TEXAS:

( ) DOCUMENT 2021063860
[ ] DOCUMENT 2017003357 EXHIBIT "A"
{ } DOCUMENT 2017003357 EXHIBIT "C"
/ / DOCUMENT 2020096319



STATUS OF EASEMENTS CITED IN SCHEDULE B:

- SEMINOLE PIPELINE COMPANY–VOL. 833 PG. 642, DOES NOT AFFECT
- CITY OF GEORGETOWN–DOC. 2014076202 (CHISHOLM TRAILER W.S.C.–VOL. 988 PG 234), ALONG S.H. 29 BUT NOT LOCATABLE WITH INFORMATION AVAILABLE
- GTE SOUTHWEST INC.–VOL. 2565 PG. 505, DOES NOT AFFECT
- GTE SOUTHWEST INC.–DOC. 9746627, AFFECTS Ⓗ
- CHISHOLM TRAIL S.U.D.–DOC. 9753081, DOES NOT AFFECT
- CITY OF GEORGETOWN–DOC. 2014076202, AFFECTS Ⓙ
- PEDERNALES ELECTRIC COOPERATIVE– DOC. 2008020408, AFFECTS Ⓝ

Scale: 1" = 100'
Drawing: KAUFFMANLOOP675–05B.DWG
Drawing Date: December 28, 2021
Address: 675 Kauffman Loop, Georgetown, TX

Surveyed on the ground April 2021 & October 2021

Boundary Survey For
1.94 Acre Tract of Land
Greenleaf Fisk Survey
Abstract No. 5
Williamson County, Texas

CHRISTOPHER HOLLAND
Registered Professional Land Surveyor
1501 Cotton Gin Road Kyle, Texas 78640
512–565–4523 Texas RPLS No. 5575

EXHIBIT "_B_"

DESCRIPTION FOR A 1.53 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 24.91 ACRE TRACT OF LAND CALLED TRACT 1 IN THE WARRANTY DEED WITH VENDOR'S LIEN TO 675 KAUFMAN, LP, A TEXAS LIMITED PARTNERSHIP, AS RECORDED IN DOCUMENT 2021063860 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DATED APRIL 29, 2021, THE PERIMETER OF SAID 1.53 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for the northwest corner of the tract described herein, being on the westerly boundary line of said 24.91 Acre Tract, same being the easterly boundary line of Bar W Ranch Commercial Final Plat, a subdivision plat recorded in Document 2020096319, of the Official Public Records of Williamson County, Texas, dated August 19, 2020, from which a 1/2 inch iron rod found for an angle point in said common boundary line bears N20°42'55"W a distance of 50.77 feet;

THENCE departing said common boundary line of the 24.91 Acre Tract and Bar W Ranch Commercial Final Plat, and through the interior of said 24.91 Acre Tract the following nine courses and distances:

1. N69°17'05"E a distance of 14.72 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for the beginning of a curve,
2. with the arc of a curve to the left a distance of 33.20 feet, having a radius of 55.00 feet, a central angle of 34°35'20", with a chord bearing S72°35'56"E a distance of 32.70 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for the end of curve,
3. S89°53'36"E a distance of 16.35 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner,
4. S00°05'07"W a distance of 25.00 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner,
5. S89°53'36"E a distance of 4.99 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner,
6. S00°06'24"W a distance of 70.00 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner,
7. S89°53'36"E, a distance of 320.00 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner,
8. S00°06'24"W a distance of 200.00 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner, and
9. N89°53'36"W a distance of 272.43 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner in said common boundary line of the 24.91 Acre Tract and Bar W Ranch Commercial Final Plat, from which a 1/2 inch iron rod with plastic cap stamped "FOREST RPLS 1847" found for the southwest corner of said 24.91 Acre Tract bears S20°42'55"E a distance of 826.71 feet;

THENCE N20°42'55"W with said common boundary line of the 24.91 Acre Tract and Bar W Ranch Commercial Final Plat, passing at a distance of 125.90 feet a 1/2 inch iron rod with illegible plastic cap found, and continuing a total distance of 320.41 feet to the **POINT OF BEGINNING** hereof, and containing 1.53 acres of land, more or less, within the metes and bounds described herein.

Christopher Ross Holland December 29, 2021

STATE OF TEXAS REGISTERED CHRISTOPHER ROSS HOLLAND 5575 PROFESSIONAL LAND SURVEYOR

Christopher Ross Holland
Registered Professional Land Surveyor No. 5575
1501 Cotton Gin Road, Kyle, Texas 78640
512-565-4523

Date

crh

Drawing: KauffmanLoop675-06B.dwg
Description: KaufmannLoop675-06B.doc

LEGEND

- ● ½ INCH IRON ROD FOUND
- ◉ ½ INCH IRON ROD WITH PLASTIC CAP FOUND (AS NOTED)
- ■ CONCRETE HIGHWAY MONUMENT
- ⬡ ½ INCH IRON ROD WITH PLASTIC CAP STAMPED "RPLS 5575" SET
- —x—x— BARBED WIRE FENCE
- ———o——— PIPE FENCE
- —OH— OVERHEAD UTILITIES

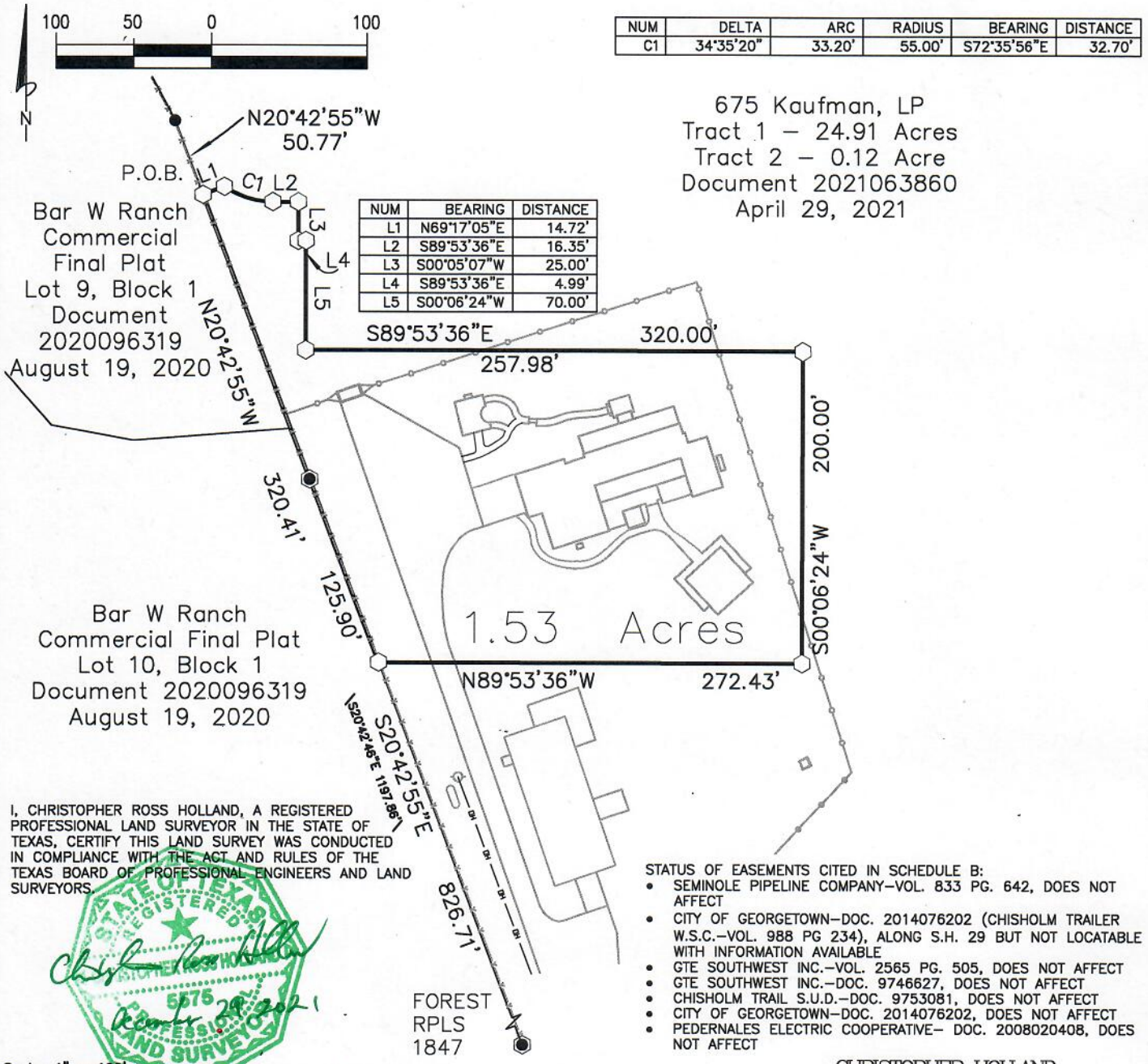
NOTES:

–THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE COMMITMENT GF NO. 20060553 ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY ON FEBRUARY 12, 2021. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER ENCUMBRANCES WHICH AFFECT THIS TRACT THAT ARE NOT SHOWN HEREON.
–BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011) (EPOCH 2010.0000)

COURSES OF RECORD FROM OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TEXAS:

( ) DOCUMENT 2021063860
[ ] DOCUMENT 2017003357 EXHIBIT "A"
{ } DOCUMENT 2017003357 EXHIBIT "C"
/ / DOCUMENT 2020096319

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	34°35'20"	33.20'	55.00'	S72°35'56"E	32.70'



NUM	BEARING	DISTANCE
L1	N69°17'05"E	14.72'
L2	S89°53'36"E	16.35'
L3	S00°05'07"W	25.00'
L4	S89°53'36"E	4.99'
L5	S00°06'24"W	70.00'

I, CHRISTOPHER ROSS HOLLAND, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, CERTIFY THIS LAND SURVEY WAS CONDUCTED IN COMPLIANCE WITH THE ACT AND RULES OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

STATE OF TEXAS REGISTERED CHRISTOPHER ROSS HOLLAND 5575 PROFESSIONAL LAND SURVEYOR

STATUS OF EASEMENTS CITED IN SCHEDULE B:

- SEMINOLE PIPELINE COMPANY–VOL. 833 PG. 642, DOES NOT AFFECT
- CITY OF GEORGETOWN–DOC. 2014076202 (CHISHOLM TRAILER W.S.C.–VOL. 988 PG 234), ALONG S.H. 29 BUT NOT LOCATABLE WITH INFORMATION AVAILABLE
- GTE SOUTHWEST INC.–VOL. 2565 PG. 505, DOES NOT AFFECT
- GTE SOUTHWEST INC.–DOC. 9746627, DOES NOT AFFECT
- CHISHOLM TRAIL S.U.D.–DOC. 9753081, DOES NOT AFFECT
- CITY OF GEORGETOWN–DOC. 2014076202, DOES NOT AFFECT
- PEDERNALES ELECTRIC COOPERATIVE– DOC. 2008020408, DOES NOT AFFECT

Scale: 1" = 100'
Drawing: KAUFFMANLOOP675–06B.DWG
Drawing Date: December 28, 2021
Address: 675 Kauffman Loop, Georgetown, TX

Surveyed on the ground April 2021 & October 2021

FOREST
RPLS
1847

Boundary Survey For
1.53 Acre Tract of Land
Greenleaf Fisk Survey
Abstract No. 5
Williamson County, Texas

CHRISTOPHER HOLLAND
Registered Professional Land Surveyor
1501 Cotton Gin Road Kyle, Texas 78640
512–565–4523 Texas RPLS No. 5575

BEING A 15.36 ACRE TRACT OF LAND IN WILLIAMSON COUNTY, TEXAS OUT OF THE GREENLIEF FISK SURVEY, ABSTRACT NO. 5, AND BEING A PORTION OF THE CALLED 30.30 ACRE TRACT AND OF THE CALLED 0.12 ACRE TRACT, BOTH CONVEYED TO RONALD C. DIPPREY, TRUSTEE OF THE DOUBLE STAR IRREVOCABLE TRUST PER DEED RECORDED AS DOCUMENT NO. 2017003357 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND ALSO BEING A PORTION OF THE CALLED 4.650 ACRE TRACT CONVEYED TO RONALD C. DIPPREY PER DEED RECORDED AS DOCUMENT NO. 2017003352, O.P.R.W.C.T.; SAID 15.36 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with illegible cap found at the southerly common corner of said called 0.12 acre tract and of Lot 1 of Bar W Ranch Commercial Final Plat, a subdivision map of record as Document No. 2020096319, O.P.R.W.C.T., said point being on the northerly right-of-way line of Kaufman Loop (100' wide right-of-way), for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, along the common line of said Lot 1 and of said called 0.12 acre tract, N21°02'07"W, a distance of 52.15 feet to a ½-inch iron rod with "Forest RPLS 1847" cap found at the westerly common corner of said called 0.12 acre tract and of said called 4.650 acre tract;

THENCE, along the common line of said Lot 1 and of said called 4.650 acre tract, and then of Lot 10 of said Bar W Ranch Commercial Final Plat and of said called 4.650 acre tract, N20°42'02"W, a distance of 826.42 feet to a found ½-inch iron rod with "RPLS 5575" cap;

THENCE, over and across said called 4.650 acre and of said called 30.30 acre tract the following nine (9) courses and distances:

1. S89°52'25"E, a distance of 272.51 feet to a calculated point;
2. N00°08'36"E, a distance of 200.57 feet to a calculated point;
3. N89°57'53"W, a distance of 320.00 feet to a found ½-inch iron rod with "RPLS 5575" cap;
4. N00°02'07"E, a distance of 70.00 feet to a found ½-inch iron rod with "RPLS 5575" cap;
5. N89°15'24"W, a distance of 4.93 feet to a found ½-inch iron rod with "RPLS 5575" cap;
6. N00°09'38"W, a distance of 24.92 feet to a found ½-inch iron rod with "RPLS 5575" cap;
7. N89°57'48"W, a distance of 16.28 feet to a found ½-inch iron rod with "RPLS 5575" cap;
8. N72°28'07"W, a distance of 32.73 feet to a found ½-inch iron rod with "RPLS 5575" cap;
9. S68°43'22"W, a distance of 14.81 feet to a ½-inch iron rod with "RPLS 5575" cap found on the common line of said called 30.30 acre tract and of Lot 9 of said Bar W Ranch Commercial Final Plat;

THENCE, along the common line of said Lot 9 and of said called 30.30 acre tract the following two (2) courses and distances:

1. N20°42'02"W, a distance of 50.89 feet to a found ½-inch iron rod with "CEC Boundary" cap;

2. N27°57'13"W, a distance of 78.55 feet to a found ½-inch iron rod with "RPLS 5575" cap;

THENCE, over and across said called 30.30 called acre tract the following two (2) courses and distances:

1. S88°56'46"E, a distance of 76.74 feet to a found ½-inch iron rod with "RPLS 5575" cap;

2. S89°53'08"E, passing at a distance of 660.35 feet a found ½-inch iron rod, for a total distance of 867.76 feet to a calculated point on the common line of said called 30.30 acre tract and of the tract conveyed to Rancho Siena KC, LP per deed recorded as Document No. 2007081893, O.P.R.W.C.T.;

THENCE, along the common line of said Rancho Siena KC, LP tract and of said called 30.30 acre tract, S09°03'41"W, a distance of 1,209.14 feet to a ½-inch iron rod with "Forest RPLS 1847" cap found on the northerly right-of-way line of Kaufman Loop;

THENCE, along the common line of said called 30.30 acre tract and of the northerly right-of-way line of Kaufman Loop, N88°23'31"W, a distance of 38.74 feet to a ½-inch iron rod with "Forest RPLS 1847" cap found at the easterly corner of said called 0.12 acre tract, said point being at the beginning of a 1,250.00 foot radius curve to the left;

THENCE, along the common line of said called 0.12 acre tract and of the northerly right-of-way line of Kaufman Loop and along the arc of said 1,250.00 foot radius curve a distance of 240.56 feet through a central angle of 11°01'35", and having a chord bearing S79°51'23"W and distance of 240.19 feet to the **POINT OF BEGINNING**, and containing 15.36 acres of land, more or less;

Witness my hand and seal this 23rd day of April, 2022.

Sydney Smith Xinos, R.P.L.S. 5361
Civil & Environmental Consultants, Inc.
Texas Registered Surveying Firm No. 10194419

BEING A 6.19 ACRE TRACT OF LAND IN WILLIAMSON COUNTY, TEXAS OUT OF THE GREENLIEF FISK SURVEY, ABSTRACT NO. 5, AND BEING A PORTION OF THE CALLED 30.30 ACRE TRACT CONVEYED TO RONALD C. DIPPREY, TRUSTEE OF THE DOUBLE STAR IRREVOCABLE TRUST PER DEED RECORDED AS DOCUMENT NO. 2017003357 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T); SAID 6.19 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TxDOT Type 1 monument found on the southerly right-of-way line of Texas State Highway 29 (right-of-way width varies) at the northerly common corner of said called 30.30 acre tract and of the tract conveyed to Rancho Siena KC, LP per deed recorded as Document No. 2007081893, O.P.R.W.C.T., for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, along the common line of said Rancho Siena KC. LP tract and of said called 30.30 acre tract, S09°03'41"W, a distance of 305.90 feet to a calculated point;

THENCE, over and across said called 30.30 acre tract, the following two (2) courses and distances:

1. N89°53'08"W, passing at a distance of 207.41 feet a found ½-inch iron rod, for a total distance of 867.76 feet to a found ½-inch iron rod with "RPLS 5575" cap;

2. N88°56'46"W, a distance of 76.74 feet to a found ½-inch iron rod with "RPLS 5575" cap in the common line of said called 30.30 acre tract and of Lot 9 of Bar W Ranch Commercial Final Plat, a subdivision map of record as Document No. 2020096319, O.P.R.W.C.T.;

THENCE, along the common line of said Lot 9 and of said called 30.30 acre tract, N27°57'13"W, a distance of 50.97 feet to a found ½-inch iron rod with "RPLS 5575" cap;

THENCE, over and across said called 30.30 acre tract, the following five (5) courses and distances:

1. N62°03'22"E, a distance of 52.92 feet to a found ½-inch iron rod with "RPLS 5575" cap;

2. N37°56'37"E, a distance of 179.52 feet to a ½-inch iron rod with "RPLS 5575" cap found at the beginning of a 30.00 foot radius curve to the left;

3. Along the arc of said 30.00 foot radius curve a distance of 19.79 feet through a central angle of 37°47'26", and having a chord bearing N18°55'33"E and distance of 19.43 feet to a found ½-inch iron rod with "RPLS 5575" cap;

4. N00°14'29"E, a distance of 70.60 feet to a found ½-inch iron rod with "RPLS 5575" cap;

5. N89°59'07"E, a distance of 53.83 feet to a broken TxDOT Type 1 monument found in the common line of the southerly right-of-way line of Texas State Highway 29 and of said called 30.30 acre tract;

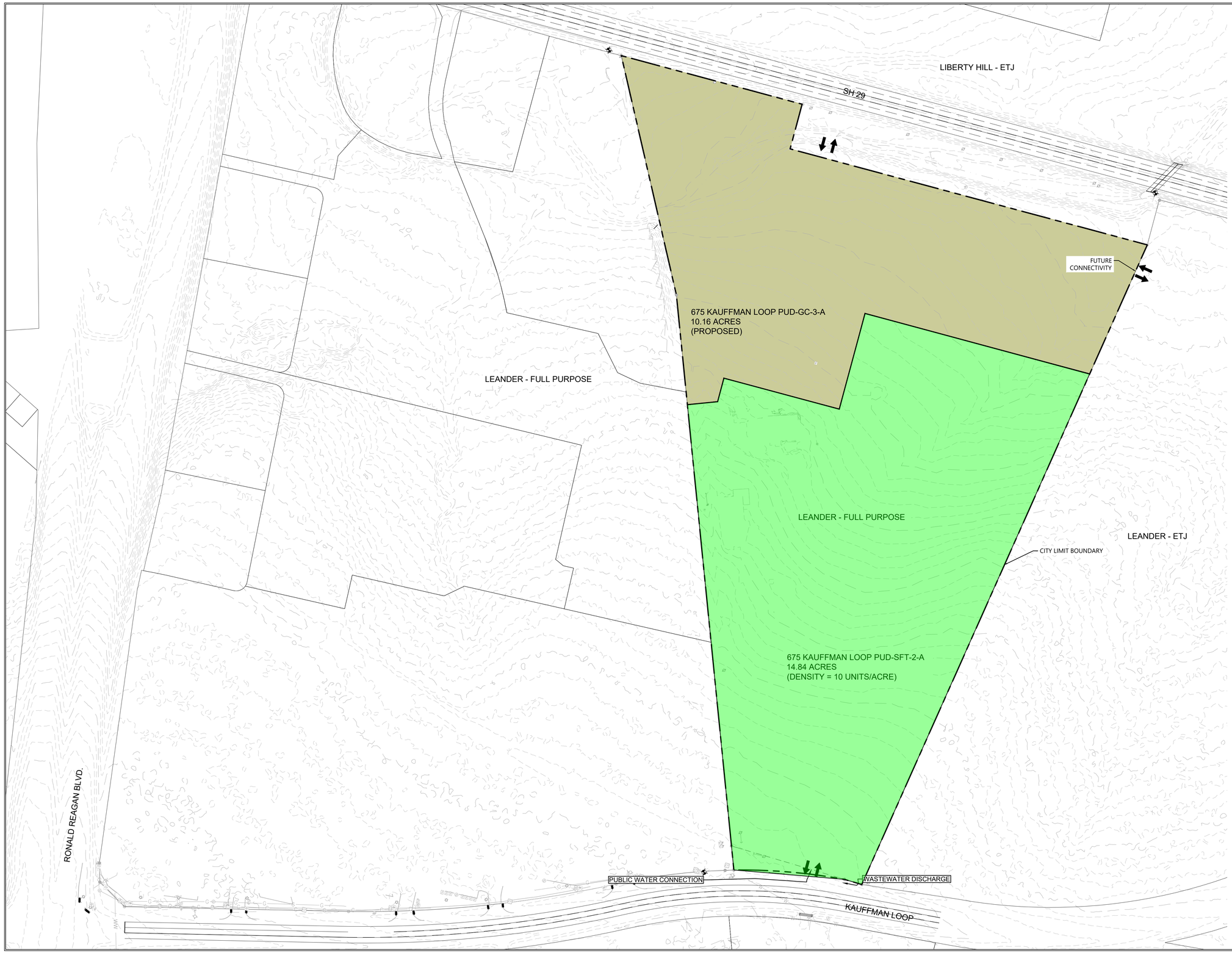
THENCE, along the common line of the southerly right-of-way line of Texas State Highway 29 and of said called 30.30 acre tract, the following two (2) courses and distances;

1. S89°52'11"E, a distance of 543.88 feet to a found ½-inch iron rod;

2. S89°56'57"E, a distance of 255.11 feet to the **POINT OF BEGINNING**, and containing 6.19 acres of land, more or less;

Witness my hand and seal this 23rd day of April, 2022.

Sydney Smith Xinos, R.P.L.S. 5361
Civil & Environmental Consultants, Inc.
Texas Registered Surveying Firm No. 10194419



OWNER:
675 KAUFMAN LP
7801 N. CAPITAL OF TX HWY., SUITE 390
AUSTIN, TX 78732
(512) 901-9800

ENGINEER:
TOM GROLL ENGINEERING, PC
5208 PRYOR LANE
AUSTIN, TX 78734
(512) 848-5796

SURVEYOR:
QUICK, INC.
P.O. BOX 798
SALADO, TX 76571
(512) 915-4950

NOTE:
THIS PLAN IS CONCEPTUAL AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH THE SUBDIVISION ORDINANCE, COMPOSITE ZONING ORDINANCE, OR TOD ORDINANCE REQUIREMENTS.

→ INGRESS/EGRESS LOCATIONS

EXHIBIT C

0 100' 200'
SCALE: 1" = 100'

Know what's below. Call before you dig.

TOM GROLL ENGINEERING
5208 PRYOR LANE, AUSTIN, TEXAS 78734 | (512) 848-5796 | TBPE FIRM # 9789
WWW.TG-ENG.COM

PREPARED FOR:
KAUFFMAN 675, LP
7801 N. CAPITOL OF TEXAS HWY
SUITE 390
AUSTIN, TX 78731

NO.	DESCRIPTION	DATE	BY

KAUFFMAN LOOP - PRELIMINARY PLAT
675 KAUFFMAN LOOP
LEANDER, TEXAS 78642

CONCEPTUAL SITE LAYOUT & LAND USE PLAN

DOCUMENT IS FOR INTERIM REVIEW AND NOT INTENDED FOR CONSTRUCTION BIDDING OR PERMIT PURPOSES

Date:	
Check by:	TJG
Drawn By:	MBS
Sheet No.	
Project No.	

SOUTHWEST
LAND SERVICES, INC.

April 10, 2024

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

RE: 675 Kauffman Loop PUD
Major PUD amendment request

Ms. Griffin,

On behalf of 675 Kauffman Loop Management, LP (Applicants and Owners), we are submitting the enclosed Major PUD Amendment Application to amend the PUD on approximately 10.153 acres of the referenced property from PUD GC-2-A to PUD GC-3-A Base Zoning. The balance of the original PUD tract and all other stipulations and conditions of the original PUD are proposed to remain unchanged.

The tract is located in an "Activity Center" on the Future Land Use Map and immediately adjacent to and east of the Bar W Commercial PUD which includes the HEB grocery store and other commercial uses. The tract east of the Subject tract remains undeveloped.

The proposed zoning is consistent with the City's Comprehensive Plan and will further the goals established therein by expanding an existing employment base contiguous to existing transportation arterials and provide additional local commercial opportunities within the corporate boundaries of the City.

The topography of the site is relatively flat with slopes of less than two percent (2%). The property has a significant number of trees that will be cataloged during the site plan process in accordance with the City's Tree Ordinance in advance of any further development on the tract.

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

Sincerely,

David Singleton

Mailing address: P.O. Box 984 Leander Texas 78646-0984
Delivery address: 108 Paloma Point, Georgetown Texas 78628
southwestland@gmail.com 512.259.9000

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

This summary is only required for a PUD or a Minor PUD

1. How and when were the surrounding neighborhood and residential property owners within 500' notified, how was information shared, and who was directly involved in the communication process? Please provide the address of the properties notified and the name and contact information of the residents directly involved in the communication process. Attach any materials that were distributed.

   A letter (a copy of which is attached) was mailed to all required property owners within 500' describing the proposed amendment providing our contact information and offering a Zoom call to ask specific questions or gain additional information.

2. Who was notified (i.e. property owners, HOA, etc)? The HOA and/or a representative if there is no organized HOA must be contacted, if applicable. Provide a separate sheet listing the contact information used including the names and addresses of the individuals.

   All of the required property owners were notified in writing via USPS.

3. What concerns were raised during these communications?

   No questions or comments were received from any of the notified owners.

4. What specific conditions were added to or modified within the zoning request in response to the concerns raised at the meeting?

   N/A

The above information is deemed to be true to the best of my knowledge.

Signature: _____ Date September 11,2024

SOUTHWEST
LAND SERVICES, INC.

August 28, 2024

Re: 675 Kauffman Loop

Proposed Amendment to existing PUD

Dear Neighbor,

The purpose of this letter is to notify you of a proposed change to an existing PUD (Planned Unit Development) in your area. I represent the owners of approximately 25 acres located at 675 Kauffman Loop. The owner is proposing to amend the existing PUD **ONLY** on the portion of the tract proposed for GC-2-A (approximately 10 acres) that fronts Highway 29. The proposed change is limited to allowing commercial overhead service doors.

The subject property is located within an area designated as an Activity Center on the City of Leander's Comprehensive Land Use Plan. This land use designation encourages a mixture of local commercial uses including the uses being proposed for the project. The Comprehensive Plan further identifies General Commercial (GC) as a suitable zoning category for the corridor.

We are mindful of the recent increase of COVID cases and some may not be comfortable at an in-person meeting, so we are scheduling a Zoom meeting for September 10th 2024 at 7:00 p.m. Please feel free to call, text or email with questions or concerns, or contact our office for the Zoom call login information.

If you would like to discuss this project in greater detail or ask any questions related to this submittal to the City of Leander, please contact me by phone at 512-259-9000 or by email at southwestland@gmail.com. So that we can appropriately represent communications back to the City, please contact us no later than September 10th.

Sincerely,

David Singleton

Mailing address: P.O. Box 984 Leander Texas 78646-0984
Delivery address: 108 Paloma Point, Georgetown Texas 78628
southwestland@gmail.com 512.259.9000

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY AMENDING THE 675 KAUFFMAN LOOP PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR OVERHEAD COMMERCIAL DOORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, after giving at least ten (10) days written notice to the owners of land within two hundred (200') feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

WHEREAS, after publishing notice of the public hearing at least fifteen (15) days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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

SECTION 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. Amendment of Zoning Ordinance. Ordinance No. 05-018-00, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 24.91 acres ±; being more particularly described in Exhibit "B"; addressed as 675 Kauffman Loop; identified by Williamson Central Appraisal District tax identification numbers R328207 and R555049; more particularly described in Instrument Number 2021063860; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by amending the 675 Kauffman Loop PUD (Planned Unit Development) to allow for overhead commercial doors. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A," "B," and "C" which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the

Property set forth in this Ordinance, this Ordinance shall control.

SECTION 5. Recording Zoning Change. The City Council directs the Planning Department to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

SECTION 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

SECTION 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 7th day of November, 2024.
FINALLY PASSED AND APPROVED on this the 21st day of November, 2024.

ATTEST: **THE CITY OF LEANDER, TEXAS:**

_____ _____

Dara Crabtree, City Secretary Christine DeLisle, Mayor

AGENDA ITEM # 20

EXECUTIVE SUMMARY
11/21/2024

AGENDA SUBJECT:
Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0134 to amend the current zoning of SFU/MH-2-B (Single-Family Urban/Manufactured Home) to adopt the Hill Country Community Ministries – Lacy Drive PUD (Planned Unit Development) with the base zoning district of LC-3-A (Local Commercial) on three (3) parcels of land 1.31 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R036399, R036398, and R036397; and more commonly known as 1005 Lacy Drive, 1007 Lacy Drive, and 1009 Lacy Drive, Leander, Williamson County, Texas.

BACKGROUND:
This request is the final step in the zoning process. This property is located at 1005, 1007, and 1009 Lacy Drive, midblock of Lacy Drive between Sonny Drive and Sheila Drive. A portion of the property is currently utilized for Hill Country Ministries operations and they wish to expand their use. This zoning change would allow for the following uses:

- Local Commercial Uses (office, retail, restaurant, etc)
- Uses operated by a nonprofit to include a food pantry, donation center, and/or thrift store
- Tiny Homes

The proposal does comply with the Comprehensive Plan and is appropriate for properties located in the Transitional Residential land use category identified by the Comprehensive Plan. The Planning Analysis is provided as Attachment #1 and provides more details about the request and the property.

Staff recommends approval of the zoning request. During the meeting of October 10, 2024, the Planning & Zoning Commission recommended approval.

HISTORY/TIMELINE:
01/20/1978 – Annexed into City
10/10/2024 – Planning & Zoning, 1st Public Hearing
11/07/2024 – City Council, 2nd Public Hearing

APPLICANT/AGENT:
Goode Faith Engineering, LLC. (Anthony Goode) on behalf of Hill Country Community Ministries (Tiesa Hollaway)

RECOMMENDATION:
The City Council unanimously approved the zoning request during the November 7, 2024 meeting.

PRESENTER:

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

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Fiscal Impact

Attachments:

1. Z-24-0134 Att 1 Planning Analysis - Lacy Dr Minor PUD
2. Z-24-0134 Att 2 Current Zoning - Lacy Dr Minor PUD
3. Z-24-0134 Att 3 FLU Map - Lacy Dr Minor PUD
4. Z-24-0134 Att 4 Public Notification - Lacy Dr Minor PUD
5. Z-24-0134 Att 5 Proposed Zoning - Lacy Dr Minor PUD
6. Z-24-0134 Att 6 Aerial Map - Lacy Dr Minor PUD
7. Z-24-0134 Att 7 PUD Notes - Lacy Dr Minor PUD
8. Z-24-0134 Att 8 Letter of Intent - Lacy Dr Minor PUD
9. Z-24-0134 Att 9 Neighborhood Outreach - Lacy Dr Minor PUD
10. Z-24-0134 Att 10 Ordinance - Lacy Dr Minor PUD

PLANNING ANALYSIS

ZONING CASE Z-24-0134
HILL COUNTRY COMMUNITY MINISTRIES –
LACY DRIVE PUD
1005 LACY DRIVE, 1007 LACY DRIVE, AND 1009 LACY DRIVE

GENERAL INFORMATION

Owner/Agent: Goode Faith Engineering, LLC. (Anthony Goode) on behalf of Hill Country Community Ministries (Tiesa Hollaway).

Current Category: SFU/MH-2-B (Single-Family Urban/Manufactured Home)

Proposed Category: Hill Country Community Ministries – Lacy Drive PUD (Planned Unit Development) with base zoning:
LC-3-A (Local Commercial)

Size and Location: The property is located at 1005 Lacy Drive, 1007 Lacy Drive, and 1009 Lacy Drive, including approximately 1.31 acres.

Staff Contact: Karina Castillo, AICP
Planning Manager

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to operate a food pantry, a clothes closet/thrift store, and a resource center/office space.

STAFF CONCLUSIONS

Y	N	
☒	☐	Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page* 3
☒	☐	Does the proposal comply with the goal statements of the Comprehensive Plan? *see page* 4
☒	☐	Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

This request was notified with a base zoning of GC (General Commercial). However, the request has been amended to include the base zoning of LC (Local Commercial) and is proposing to include the use of food pantry, donation center, and thrift store when operated by a non-profit. Similar to the existing zoning district, Tiny Homes are proposed to be permitted in lieu of the other allowed uses.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	SFU/MH-2-B	Residential
EAST	GC-3-C	Commercial
SOUTH	SFU/MH-2-B	Residential
WEST	SFU/MH-2-B	Residential

SURROUNDING AREA:
This property is located on Lacy Drive, behind the Brake Check along US183. The surrounding uses to the north, south, and west of the site include residential uses.

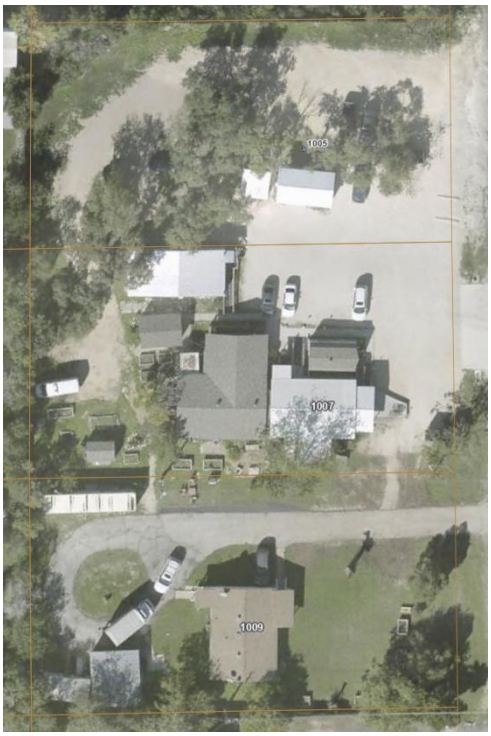


Figure 1 – Aerial.

PHYSICAL AND NATURAL FEATURES:
This property contains some significant trees on the site.

PROPERTY HISTORY:
This property is a part of the original incorporation of 01/20/1978.

PREVIOUS ZONING CASES:
The following zone cases were previously submitted for this property:

- Ordinance established the base zoning for this property as SFU/MH-2-B (Single-Family Urban/Manufactured Home).

MAJOR CORRIDORS:
This property has access onto Lacy Drive.

TRANSPORTATION PLAN REQUIREMENTS:
This property does not include any proposed roads shown on the Transportation Master Plan.

SUBDIVISIONS:
No subdivision cases have been previously submitted for this property:

EXISTING UTILITIES:
This property has access to water and wastewater along Lacy Drive as shown in Figures 2 and 3 below.

Figure 2: Water System.

Figure 2: Wastewater System.

CURRENT LAND USES:
This property is currently being used as a donation center by the Hill Country Community Ministries.

PROPOSED ZONING DISTRICT:

USE COMPONENT

LC – LOCAL COMMERCIAL:

Features: Any use in LO plus retail sales and services, restaurants, banks, nursery or greenhouse, grocery sales, pharmacies, fitness centers, dance and music academies, artist studio, colleges and universities, bed and breakfast. Hours of operation: 5:00 a.m. to 10:00 p.m. Sun.-Thurs., 5:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. Access should be provided by a collector or higher classification street.

SITE COMPONENT

TYPE 3:

Features: Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.

Intent:

(1) A Type 3 site component is intended to be utilized with LO and LC use components where adjacent to less restricted districts to provide for a land use transition.
(2) This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.
(3) This component is intended to be combined with LO, LC, GC, HC and HI components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.
(4) Compliance with Type 1 or 2 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE A:

Features: 5 or more architectural features.

Intent:

(1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.

(2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.

(3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.

(4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.

(5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.

(6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

COMPREHENSIVE PLAN:

Applicable Future Land Use categories

TRANSITIONAL

- The Transitional future development category is envisioned for areas that are ripe for or already beginning to transition towards greater density, or provide a more compatible transition to lower-density residential. These areas are intended to be primarily developed with slightly greater density and housing types than those allowed in Neighborhood Residential.

  Density and use character are semi-urban, with townhouses, small lot single-family, cottages, local office, local commercial and attached single-family products. In some cases, transitioning densities are similar to Neighborhood Residential yet are seen as a definitive change in density and character from prior use and intensity. In general, these areas, while in differing contexts, provide a transition between lower density Neighborhood Residential and more intensive nonresidential uses.

  The Transitional areas in Leander are notable for today's rural streets and lack of proximity to commercial centers. Infrastructure improvements, traffic dispersion, pedestrian upgrades, and adjacency compatibility should be at the forefront of rezoning considerations.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

This proposal was reviewed by all applicable departments within the City of Leander. All plats submitted will be reviewed by Williamson County along with City Staff.

SCHEDULE:

DEVELOPMENT MEETING

A development meeting was not held with Staff, but the applicant has been working closely with staff to coordinate the process of this project.

NOTIFICATION

09/19/2024 - Public Notice on Hill Country News
09/25/2024 - Mail Notification to Property Owners within 200'
09/25/2024 - Public Hearing Signage Posted on Property

10/10/2024 - Planning and Zoning Commission Public Hearing
11/07/2024 - City Council Public Hearing & First Reading of the Ordinance
11/21/2024 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200', the agent is required to reach out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500' shall also be contacted.

A neighborhood meeting was held at 6:00 pm on 06/27/2024 at 1009 Lacy Drive. No residents/property owners attended the neighborhood meeting. Two phone calls were received following the letter that was sent. Below is a list of comments/concerns that were discussed during the meeting:

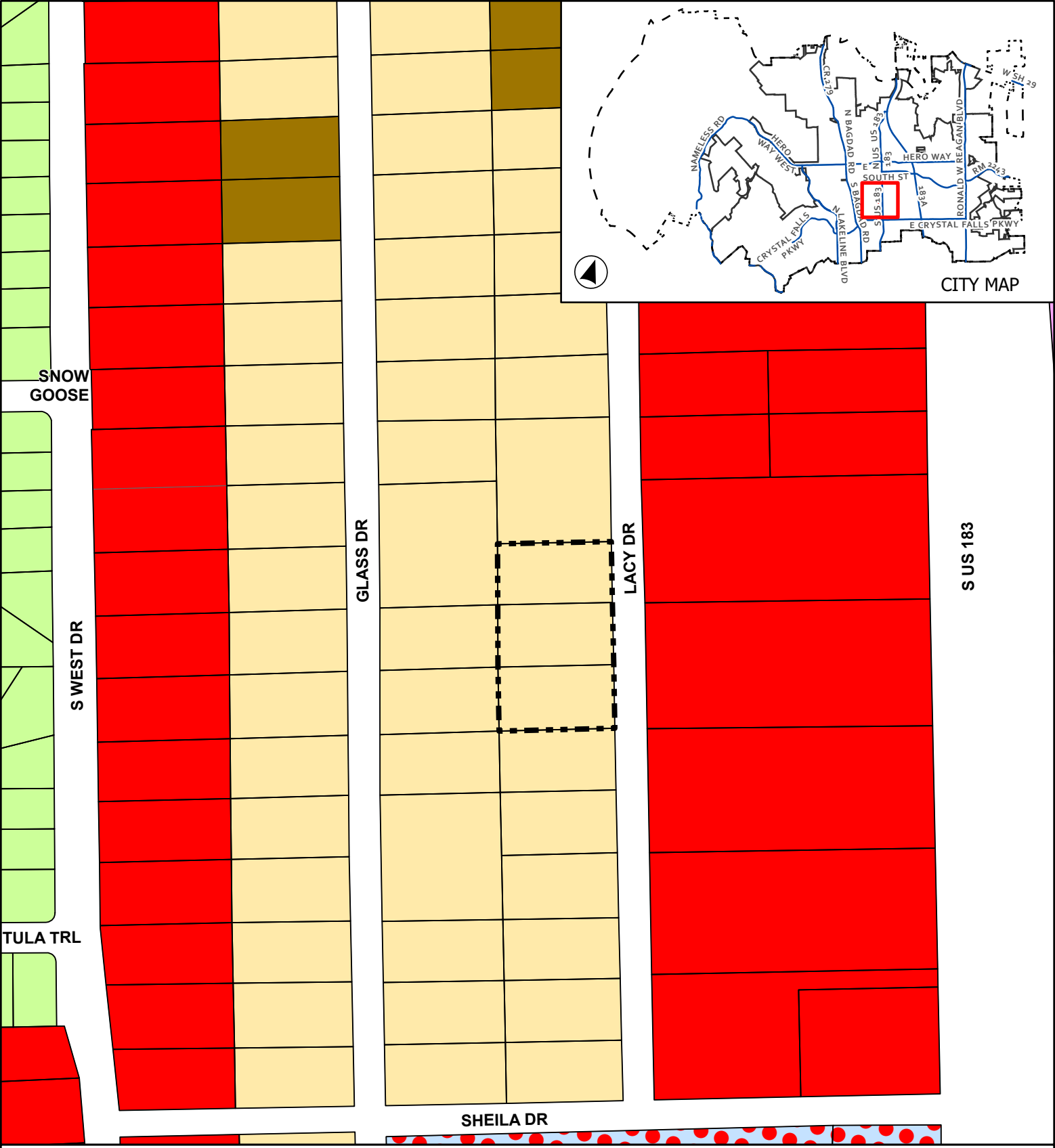
- Homelessness
- Vandalism
- Criminal behavior

No changes were made to address issues discussed.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

The proposed PUD (Planned Unit Development includes a base zoning district of LC (Local Commercial) which is compatible with the Future Land Use category of Transitional. The proposed use by the Hill Country Community Ministries includes services for the community that are open to the public but would not generate a significant amount of traffic to greatly impact the surrounding development. If the site is not developed as a food pantry, donation center, and/or thrift store, then the site will be permitted to develop as Tiny Homes, which is allowed under the current zoning district. Staff recommends approval of the request.



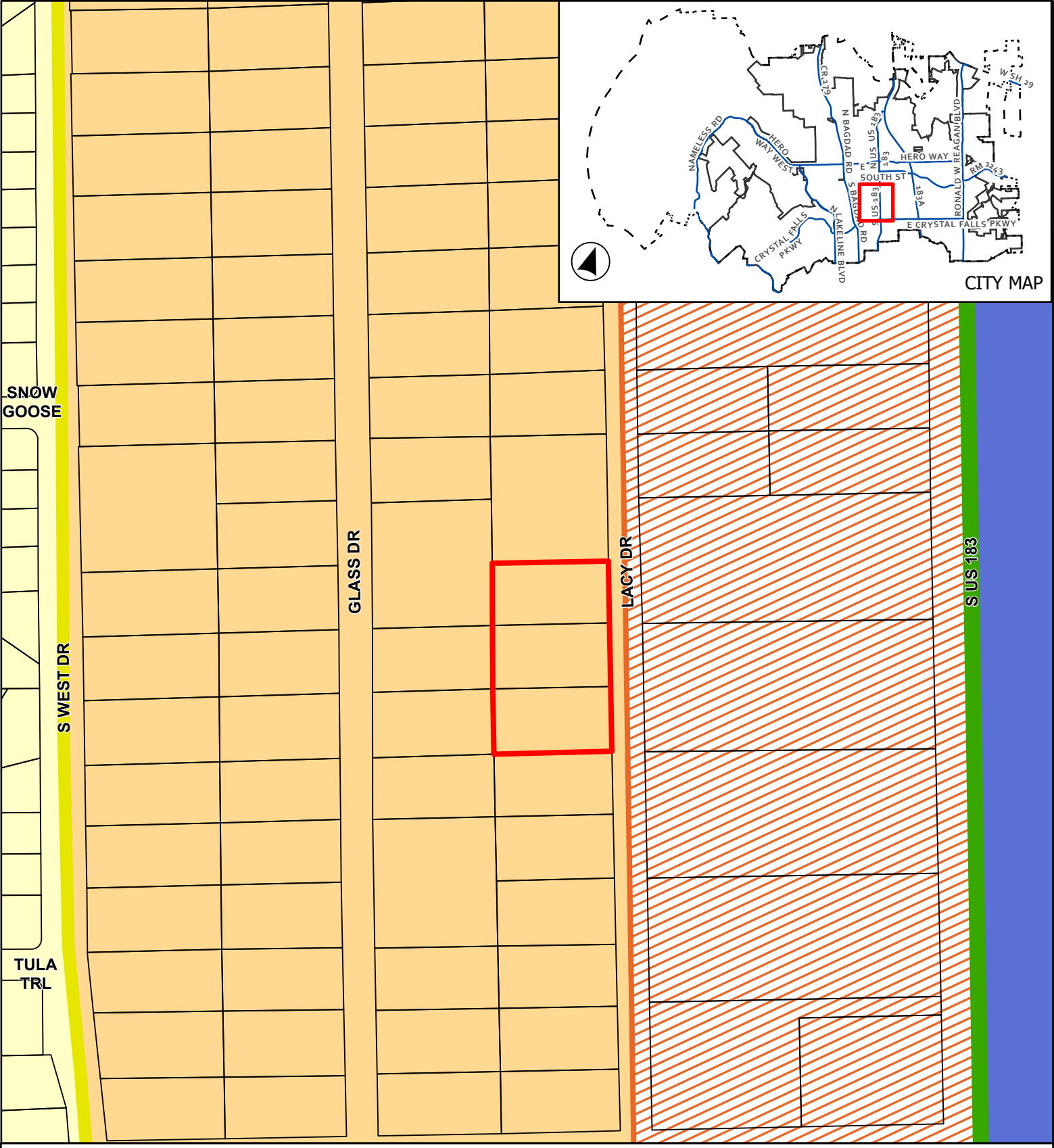
CASE: Z-24-0134 **ATTACHMENT 2** **LACY DR MINOR PUD**

Current Zoning

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

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFU - Single-Family Urban
- SFU/MH - Single-Family Urban/Manufactured Home
- TF - Two Family
- GC - General Commercial
- HC - Heavy Commercial
- PUD - General Commercial

0 70 140 Feet



CASE: Z-24-0134 **ATTACHMENT 3** **LACY DR MINOR PUD**

Future Land Use Map

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0 80 160
Feet

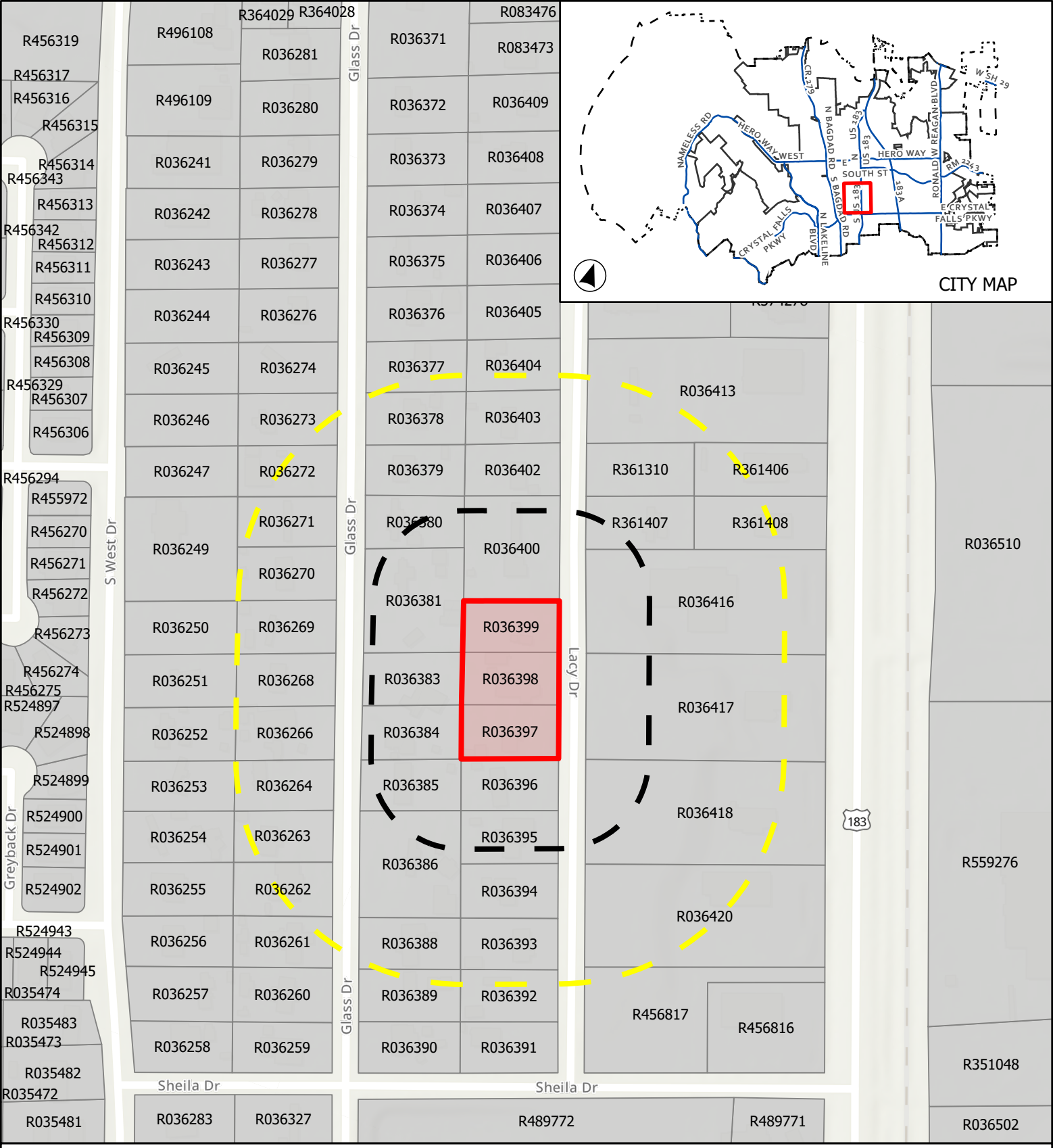
- Leander City Limits
- ETJ Boundary
- Subject Boundary

Future Land Use

- Neighborhood Residential
- Transitional Residential
- Multi-Use Corridor - Priority Corridor
- Industrial

Thoroughfare Plan

- Arterial 6 Lane, Existing
- Collector, Existing



CASE: Z-24-0134 **ATTATCHMENT 4** **LACY DR MINOR PUD**

Public Notification

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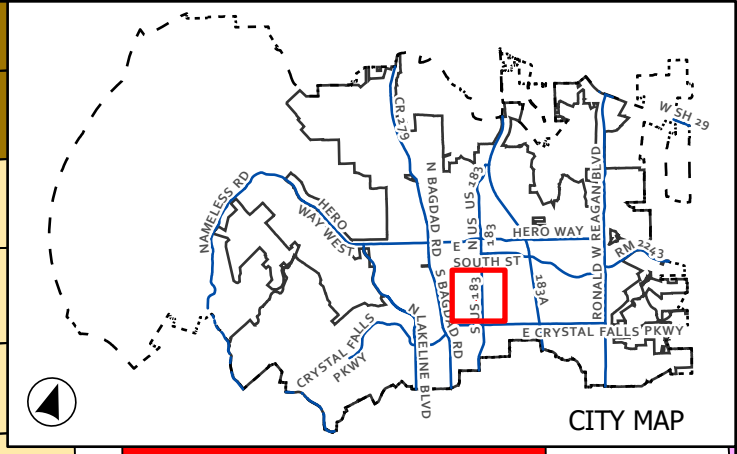
0 115 230

Feet

City Limits
ETJ Boundary
Subject Boundary

Notification Buffer
200'
500'



CITY MAP

SNOW GOOSE

S WEST DR

GLASS DR

LACY DR

S US 183

TULA TRL

SHEILA DR

CASE: Z-24-0134

ATTACHMENT 5

LACY DR MINOR PUD

Proposed Zoning

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFU - Single-Family Urban
- SFU/MH - Single-Family Urban/Manufactured Home
- TF - Two Family
- GC - General Commercial
- HC - Heavy Commercial
- PUD - General Commercial

0 70 140

Feet

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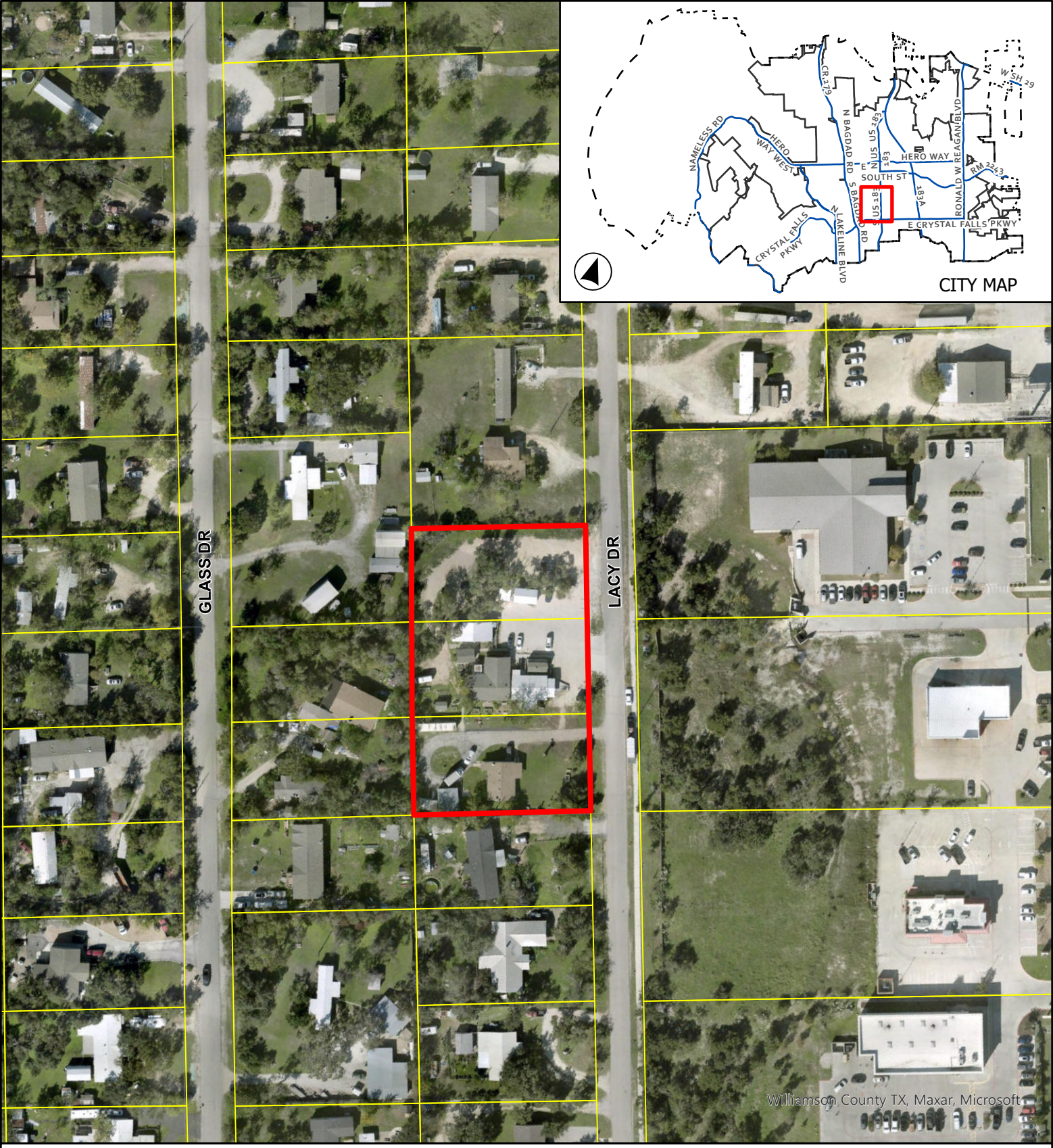


CASE: Z-24-0134 **ATTACHMENT 6** **LACY DR MINOR PUD**

Aerial Map

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

0 55 110

Feet

Leander City Limits

Subject Boundary

EXHIBIT A

Hill Country Community Ministries – Lacy Drive
Minor Planned Unit Development Zoning

A. Purpose and Intent

1. The 1005, 1007 & 1009 Hill Country Community Ministries Minor PUD is comprised of approximately 1.31 acres, as shown in **Exhibit B.** The development of this property includes a food pantry, a clothes closet/thrift store, and a resource center/office space.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled **Exhibit A**.

2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.

   LC-3-A (Local Commercial)

C. Allowable / Prohibited Uses

1. The allowable uses shall include:
   a. Any use permitted in the "LC" use component
   b. Equipment and furniture or other similar goods sales, repair and service
   c. Nonprofit 501 (c)(3) organization that provides aid to the community including the following uses:
      a. Food Pantry
      b. Small Scale Donation Center
      c. Thrift Store
   d. Tiny homes are permitted in lieu of other uses, in compliance with Section 11 of the Composite Zoning Ordinance
2. The prohibited uses shall include:
   a. Funeral home, including embalming and crematory facilities associated with an onsite funeral home or cemetery.

D. Definitions

1. The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section.
   a. **Food Pantry** – A food pantry means a nonprofit business that includes a distribution center where food is donated and families can receive food.
   b. **Small Scale Donation Center** – A small scale donation center means a center used for the collection and storage of donated goods to be distributed as part of a thrift store.
   c. **Thrift Store** – A thrift store means a nonprofit business that engages in the sale or resale of previously owned or used goods and merchandise typically used to raise funds for a charitable institution.

EXHIBIT B

Hill Country Community Ministries – Lacy Drive
Minor Planned Unit Development Zoning

1005, 1007 & 1009 Lacy Drive, Leander Texas are each approximately 0.43618 acres.

June 27, 2024

City of Leander Planning
PO Box 319
Leander, TX 78641

RE: 1005, 1007 & 1009 Lacy Drive
Minor PUD Application

Dear Robin Griffin:

Goode Faith Engineering is submitting a Minor PUD application on behalf of Hill Country Community Ministries (HCCM), a 501(c)3 non-profit, serving Williamson and NW Travis Counties. The intent of this application is to request a PUD zoning change from SFU/MH to GC-3-A. This allows for construction of a new food pantry, clothes closet, and resource center. However, they would like the option of retaining a Residential component to allow for tiny homes to be built where the current food pantry is in case the land is donated prior to development.

HCCM has been grandfathered in and is providing food, clothes, and financial resources to the community from Lacy Drive. Currently, the properties contain single family and manufactured buildings, along with gravel parking.

Please contact me at (972) 822-1682 or anthony@goodefaitheng.com if you have any questions.

Sincerely,

Anthony Goode, P.E.

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

This summary is only required for a PUD or a Minor PUD

1. How and when were the surrounding neighborhood and residential property owners within 500' notified, how was information shared, and who was directly involved in the communication process? Please provide the address of the properties notified and the name and contact information of the residents directly involved in the communication process. Attach any materials that were distributed.

A letter was mailed from Tiesa Hollaway, Executive Director of Hill Country Community Ministries, to the surrounding neighborhood and residential property owners on 6/8/2024.

The letter, the list of property owners and addresses, and the architect's rendering are included with this application.

2. Who was notified (i.e. property owners, HOA, etc)? The HOA and/or a representative if there is no organized HOA must be contacted, if applicable. Provide a separate sheet listing the contact information used including the names and addresses of the individuals.

All property owners within 500 feet of the subject properties were notified.

The letter, the list of property owners and addresses, and the architect's rendering are included with this application.

3. What concerns were raised during these communications?

There were no attendees at the meeting offered on June 27, 2024. Tiesa Hollaway received 2 phone calls as a result of the letters sent.

One call was from a homeowner on Lacy Drive informing Tiesa about her intention to sell her property.

One call was from the property management company for Baylor, Scott & White Medical asking about the homelessness in the area as well as HCCM's experience with vandalism. They have a property in South Austin and have had issues with criminal behavior and mental ill there.

Tiesa informed them that we have very little homelessness in this area and have not had any issues with vandalism.

4. What specific conditions were added to or modified within the zoning request in response to the concerns raised at the meeting?

As a result of these conversations, no conditions were added or modified to the zoning request

The above information is deemed to be true to the best of my knowledge.

Signature: _____ Date 7/15/2024

HCCM
Hill Country Community Ministries

Help for People
Hope for the Future

June 6, 2024

Re: Re-zoning 1.37 acres, Hill Country Community Ministries for GC -3- A – General Commercial

Dear Resident/Owner,

This letter is to inform you that approximately 1.37 acres of land located at 1005 Lacy, 1007 Lacy and 1009 Lacy Drive will be considered for a re-zoning request to accommodate the food pantry and resource center. Enclosed please find a conceptual site plan for the 1.37 acres.

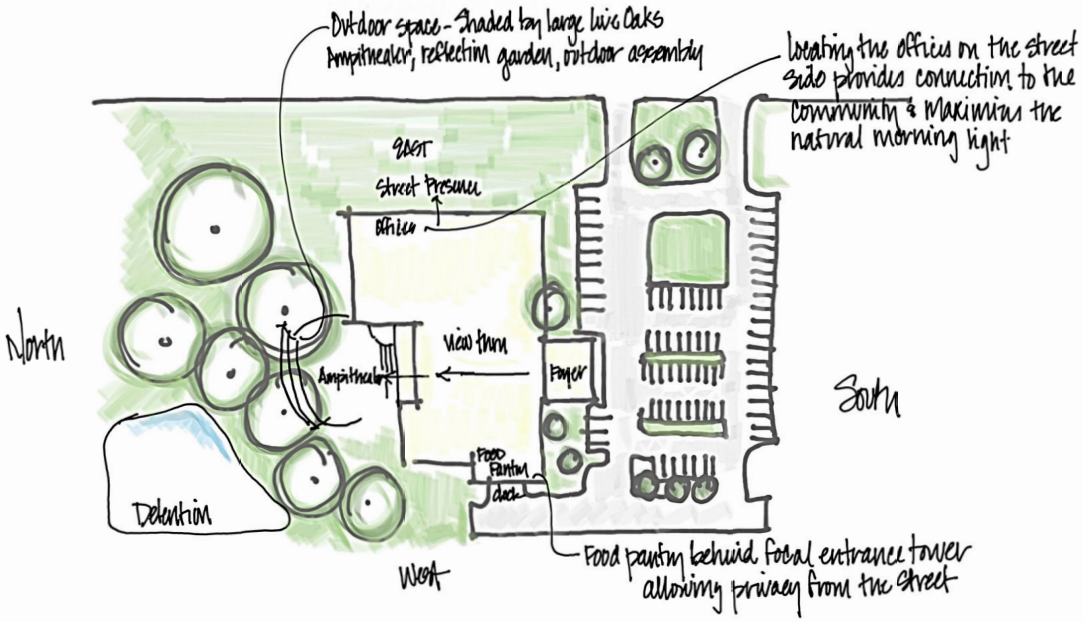
Please contact Tiesa Hollaway, Executive Director of Hill Country Community Ministries at 512-259-0360 ext. 204 if you have any questions or concerns. We will be holding a meeting on Thursday, June 27th at 6 PM at 1009 Lacy Dr., Leander, TX 78641 for any neighbor who would like to participate in a question-and-answer session.

Thank you for your consideration and please reach out with any questions.

Sincerely,

Tiesa Hollaway

Tiesa Hollaway
Executive Director



Site Concept

1005 Lacy Drive
©BCD HCCM

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CREATING THE HILL COUNTRY COMMUNITY MINISTRIES – LACY DRIVE MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF LC-3-A (LOCAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, after giving at least ten (10) days written notice to the owners of land within two hundred (200') feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

WHEREAS, after publishing notice of the public hearing at least fifteen (15) days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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

SECTION 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. Amendment of Zoning Ordinance. Ordinance No. 05-018-00, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 1.31 acres ±; being more particularly described in Exhibit "B"; located at 1005 Lacy Drive, 1007 Lacy Drive, and 1009 Lacy Drive; identified by Williamson Central Appraisal District tax identification number R036397, R036398, and R036399; more particularly described in Instrument Numbers 2021128057 and 1987035838; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Hill Country Community Ministries – Lacy Drive Minor PUD (Planned Unit Development) with the base zoning district of LC-3-A (Local Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A" and "B" which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to

the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

SECTION 5. Recording Zoning Change. The City Council directs the Planning Department to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

SECTION 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

SECTION 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 7th day of November, 2024.
FINALLY PASSED AND APPROVED on this the 21st day of November, 2024.

ATTEST: **THE CITY OF LEANDER, TEXAS:**

_____ _____

Dara Crabtree, City Secretary Christine DeLisle, Mayor

AGENDA ITEM # 21

EXECUTIVE SUMMARY
11/21/2024

AGENDA SUBJECT:
Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0142 to amend the current zoning of SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial) on one (1) parcel of land 5.094 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R432899; and generally located at the southeast corner of the intersection of Hero Way West and North Lakeline Boulevard, Leander, Williamson County, Texas.

BACKGROUND:
This request is the final step in the zoning process. This property is located to the southeast of the intersection of Hero Way West and North Lakeline Boulevard. The property to the south is in the ETJ, but under the same ownership as the property subject to the zoning case. The applicant is requesting to change the zoning from the interim single-family district to a commercial zoning district. This change will allow for a variety of uses that could include commercial/retail centers, gas stations, car washes, office space, and/or restaurants. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in a Priority Neighborhood Center identified by the Comprehensive Plan.

The Planning Analysis is provided as Attachment #1 and provides more details about the request and the property.

Staff recommends approval of the zoning request. During the meeting of October 10, 2024, the Planning & Zoning Commission recommended approval.

HISTORY/TIMELINE:
11/06/2002 – Annexed into City
10/10/2024 – Planning & Zoning, 1st Public Hearing
11/07/2024 – City Council, 2nd Public Hearing

APPLICANT/AGENT:
Pohl Jensen, LLC (Jennifer Jensen) on behalf of John and Nancy Gilpin

RECOMMENDATION:
The City Council unanimously approved the zoning request during the November 7, 2024 meeting.

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

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Fiscal Impact

Attachments:

1. Z-24-0142 Att 1 Planning Analysis - Gilpin Project
2. Z-24-0142 Att 2 Current Zoning - Gilpin Project
3. Z-24-0142 Att 3 FLU Map - Gilpin Project
4. Z-24-0142 Att 4 Public Notification - Gilpin Project
5. Z-24-0142 Att 5 Proposed Zoning - Gilpin Project
6. Z-24-0142 Att 6 Aerial Map - Gilpin Project
7. Z-24-0142 Att 7 Letter of Intent - Gilpin Project
8. Z-24-0142 Att 8 Neighborhood Outreach - Gilpin Project
9. Z-24-0142 Att 9 Ordinance- Gilpin Project

PLANNING ANALYSIS

ZONING CASE Z-24-0142
GILPIN PROJECT

GENERAL INFORMATION

Owner/Agent: Pohl Jensen, LLC (Jennifer Jensen) on behalf of John and Nancy Gilpin.

Current Zoning: SFS-2-B (Single-Family Suburban)

Proposed Zoning: GC-3-C (General Commercial)

Size and Location: The property is located at the southeast corner of the intersection of Hero Way West and N. Lakeline Boulevard, including approximately 5.094 acres.

Staff Contact: Jason Pho
Assistant Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property to develop a mixed-use commercial area including retail stores, office space, dining establishments, and entertainment venues.

STAFF CONCLUSIONS

Y	N	
☒	☐	Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page 4*
☒	☐	Does the proposal comply with the goal statements of the Comprehensive Plan? *see page 4*
☒	☐	Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

This property is part of a larger 37.06-acre parcel that is in the ETJ. The applicant has the option of annexing the remaining portion of the larger parcel and incorporate that acreage into this development.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	SFS-2-B	Vacant
EAST	Urbana PUD	Local Commercial, Single-Family Residential
SOUTH	ETJ	Vacant
WEST	SFS-2-B	Vacant

SURROUNDING AREA:
This property is located south of Hero Way West. To the east of this site is the Urbana subdivision. To the north, south, and west of the property is undeveloped land.

PHYSICAL AND NATURAL FEATURES:
This property contains few existing trees along Hero Way West and does not contain any floodplains.

PROPERTY HISTORY:
This property was annexed into the City of Leander on 11/06/2002.

PREVIOUS ZONING CASES:
No zoning cases have been previously submitted for this property.

MAJOR CORRIDORS:
This property has access onto N. Lakeline Boulevard and Hero Way West.

Figure 1: Aerial

TRANSPORTATION PLAN REQUIREMENTS:
This property does not include any proposed roadways shown on the Transportation Master Plan.

The table below includes the proposed streets within the development. These streets have not been reviewed and are subject to change during the review process.

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
Lakeline Boulevard	Arterial	Commercial	100’ ROW 4-Lane Arterial 10’ Sidewalk
Hero Way West	Arterial	Commercial	126’ ROW 6-Lane Arterial 10’ sidewalk

SUBDIVISIONS:
No subdivision cases have been previously submitted for this property.

EXISTING UTILITIES:
This property has access to water along Hero Way West as shown in Figure 2. The Capital Improvement Project W.72 which includes the extension of a water line along North Lakeline Boulevard is nearing completion. The nearest wastewater is located to the south of the property as shown in Figure 3.

Figure 2: Water Systems

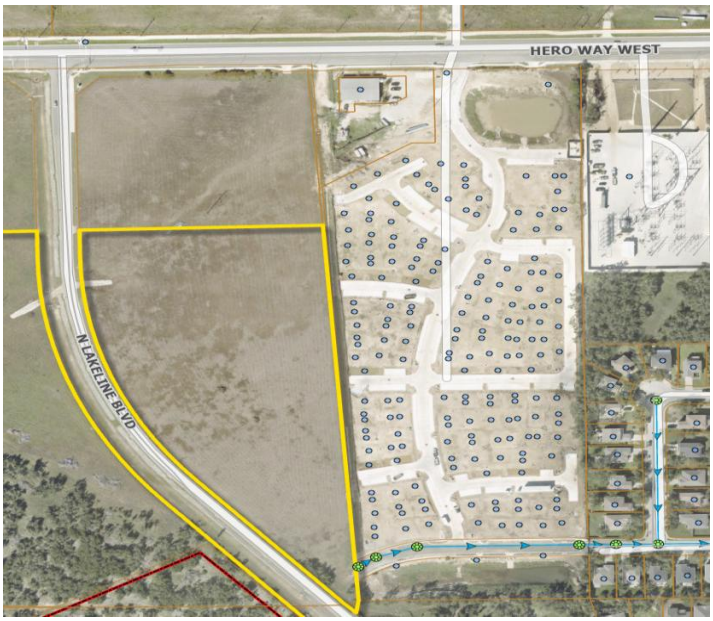


Figure 3: Wastewater systems

CURRENT LAND USES:
This property is currently vacant.

PROPOSED ZONING DISTRICT:

USE COMPONENT

GC – GENERAL COMMERCIAL:

Features: Any use in LC plus bar, nightclub, entertainment venues, hospital, hotel, liquor store, office/warehouse, vehicle and equipment sales, leasing and repair, furniture sales, pet shop, wholesale activities less than 3,500 sq. ft.

Intent: Development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. Access to this component should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

SITE COMPONENT

TYPE 3:

Features: Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.

Intent:

(1) A Type 3 site component is intended to be utilized with LO and LC use components where adjacent to less restricted districts to provide for a land use transition.

(2) This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.

(3) This component is intended to be combined with LO, LC, GC, HC and HI components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.

(4) Compliance with Type 1 or 2 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE C (non-residential only):

Features: 3 or more architectural features.

Intent:

(1) The Type C architectural component is intended to be utilized only in the LO, LC, GC, HC and HI use components for intermediate quality development.

(2) Combined with appropriate use and site components, this component can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted.

(3) This component is not intended for the majority of the LO and LC use components except those that may be adjacent to less restricted districts.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.

Applicable Future Land Use categories

ACTIVITY CENTER

- Activity Center areas are the major strategic commercial centers within the community. They are intended to provide opportunity for diverse retail, employment and mixed-use destinations at critical intersections to create dense, value-intense development. These centers are regional in nature and serve a population beyond Leander, and are found on major highways and arterials. Managing access and traffic in these high-volume areas will require planning and coordination.

  In a changing retail environment, Activity Centers are designed to become community destinations with activities, amenities, shopping, restaurants and places to gather, live and work. These mixed-use centers complement neighborhood centers and the urban development around Leander Station. Individually, these centers are expected to have a differing balance of land use, design, and atmosphere based on their location

and context. High-density apartments and lofts are appropriate if designed and connected to the larger mixed-use center.

The Activity Center land use is intended to be implemented using a strategically planned framework, typically a PUD. When multiple landowners exist without a unified development scheme, proposed projects should plan for future integration to balance the activity center area as much as possible.

Desired Mix: 70-100% Non-Residential, 0-30% Residential

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

This proposal was reviewed by all applicable departments within the City of Leander. All plats submitted will be reviewed by Williamson County along with City Staff.

SCHEDULE:

DEVELOPMENT MEETING
A development meeting was held with Staff on 06/17/2024. No changes were made to the project since the development meeting was held.

NOTIFICATION

09/19/2024 - Public Notice on Hill Country News
09/25/2024 - Mail Notification to Property Owners within 200'
09/25/2024 - Public Hearing Signage Posted on Property
10/10/2024 - Planning and Zoning Commission Public Hearing
11/07/2027 - City Council Public Hearing & First Reading of the Ordinance
11/21/2024 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

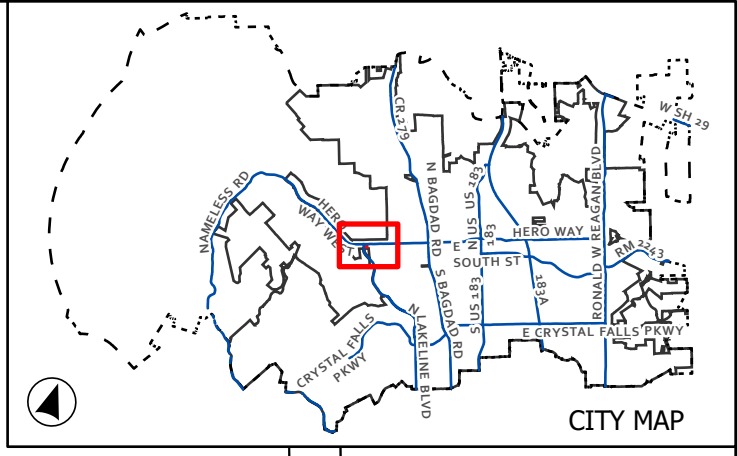
In addition to the notice mailed on behalf of the City to all property owners within 200', the agent is required to reach out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500' shall also be contacted.

A neighborhood meeting was held at 7:00 pm on 08/07/2024 virtually and another at 6:30 pm on 08/08/2024 in-person. No residents/property owners attended the neighborhood meetings.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

This property is located within an Activity Center which are intended to provide opportunity for diverse retail, employment and mixed-use destinations at critical intersections. This future land use category is compatible with the proposed General Commercial use component. Staff recommends approval of this request.



HERO WAY WEST

N LAKELINE BLVD

LAUREN LOOP

COTTONTAIL DR

CASE: Z-24-0142

ATTACHMENT 2

GILPIN PROJECT

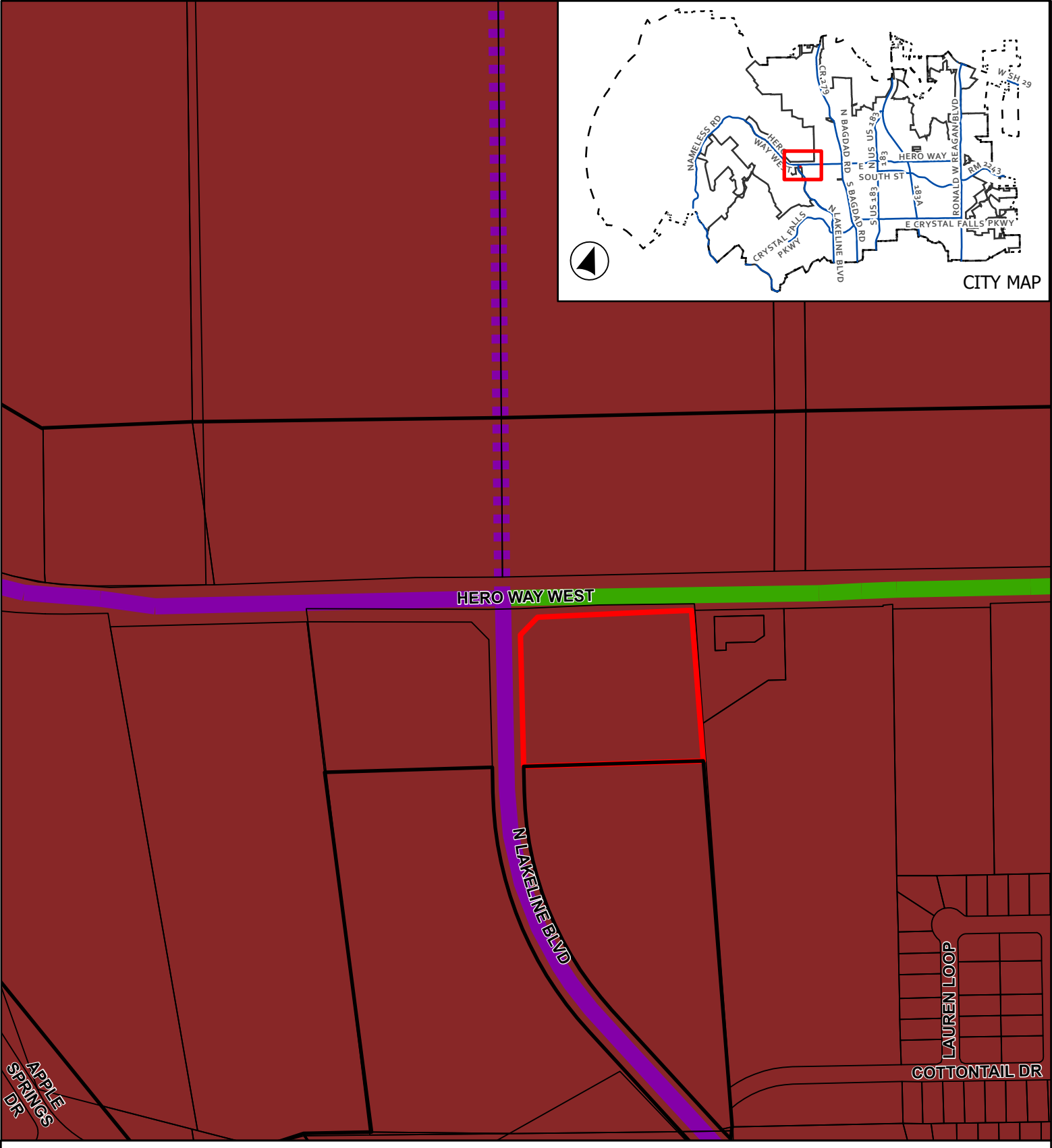
Current Zoning

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

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural
- SFS - Single-Family Suburban
- SFU - Single-Family Urban
- GC - General Commercial
- PUD - Single-Family
- PUD - Local Commercial
- PUD - General Commercial

0 120 240

Feet



CASE: Z-24-0142 **ATTACHMENT 3** **GILPIN PROJECT**

Future Land Use Map

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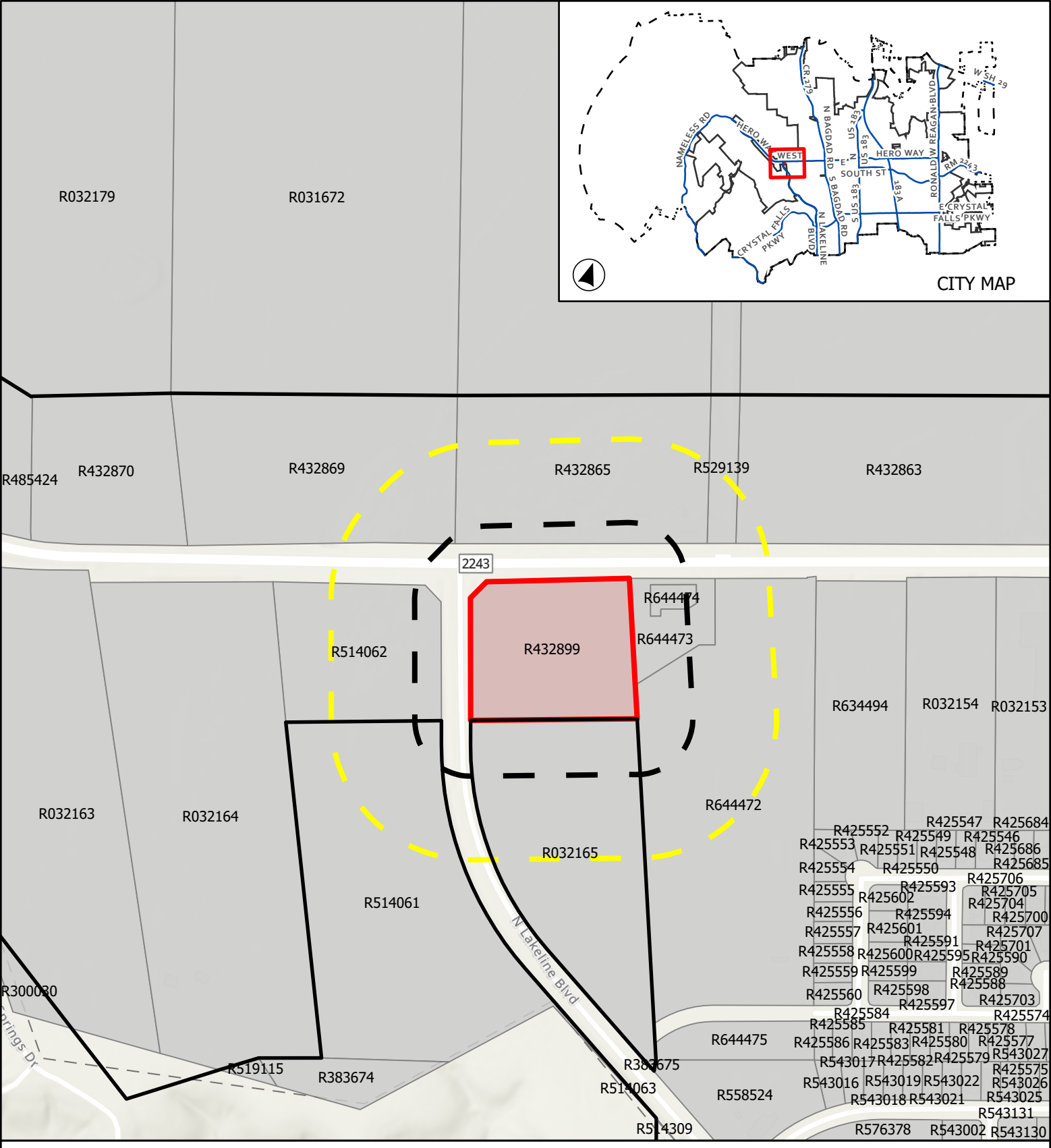
0 150 300
Feet

Leander City Limits
ETJ Boundary
Subject Boundary

Future Land Use
Activity Center

Thoroughfare Plan
Arterial 6 Lane, Existing
Arterial 4 Lane, Existing
Arterial 4 Lane, Proposed



CASE: Z-24-0142 **ATTATCHMENT 4** **GILPIN PROJECT**

Public Notification

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0 185 370

Feet

City Limits

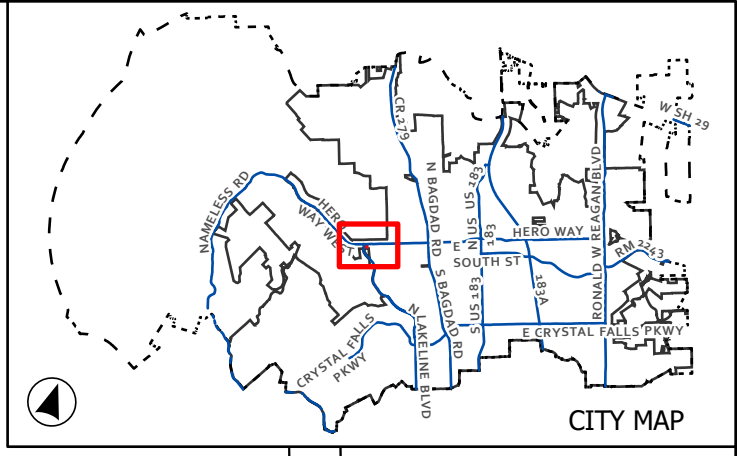
ETJ Boundary

Subject Boundary

Notification Buffer

200'

500'



HERO WAY WEST

N LAKELINE BLVD

LAUREN LOOP

COTTONTAIL DR

CASE: Z-24-0142

ATTACHMENT 5

GILPIN PROJECT

Proposed Zoning

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- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural
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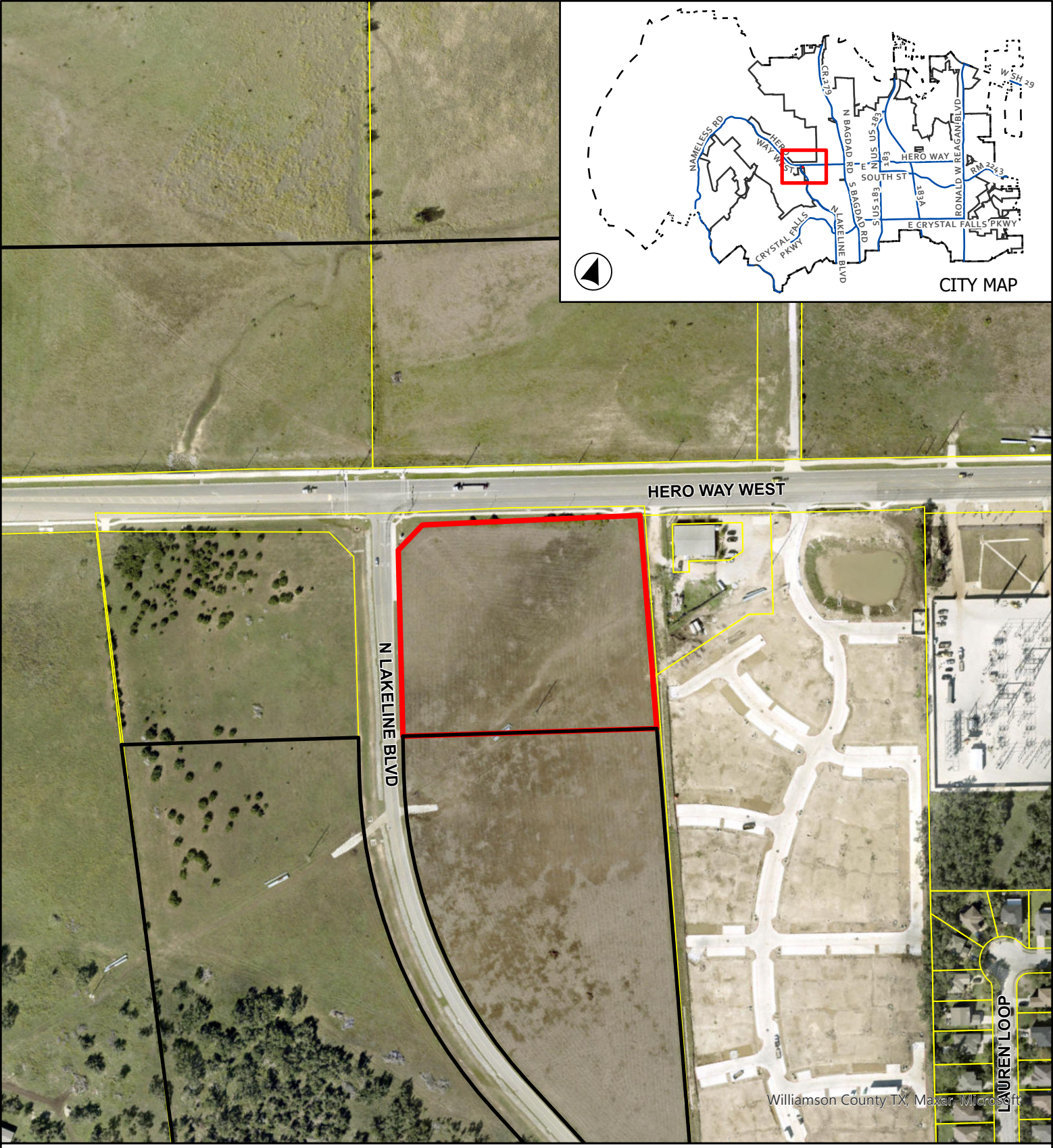
- GC - General Commercial
- PUD - Single-Family
- PUD - Local Commercial
- PUD - General Commercial

0 120 240

Feet



CASE: Z-24-0142 **ATTACHMENT 6** **GILPIN PROJECT**

Aerial Map

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

0 112.5 225

Feet

Leander City Limits

Subject Boundary

City of Leander

105 N. Brushy Street

Leander, TX 78641

Dear Leander City Staff and Council,

I am writing to formally request a change in zoning designation for the property located at the southeast corner of Hero Way and Lakeline, Blvd. in Leander, Texas, legal description is, 5.094 acres situated in the Moses S Hornsby survey, abstract No. 292 in Williamson County, Texas. Being a portion of that certain 37.06 acre tract conveyed to Nancy L. Rosenbusch Gilpin and Husband John Gilpin, by deed of record in Volume 1703, page 544 of the deed records of Williamson County, Texas; said 5.094 acre tract being more particularly described by metes and bounds attached hereto, from Single Family Suburban Residential (SFS-2-B) to General Commercial-3-C (GC-3-C). This proposal aligns with the city's future land use plan, particularly the "activity center" concept, and promises to deliver significant benefits to the city of Leander.

Project Overview and Alignment with the City's Plan:

The proposed project involves the development of a mixed-use commercial area that will include retail stores, office spaces, dining establishments, and entertainment venues. The design and layout of the development are detailed in the attached exhibits, which outline the site plans, building elevations, and landscape designs.

Economic and Community Benefits:

I. **Increased Sales Tax Revenue:**

- The transition to a commercial zoning designation will facilitate the establishment of businesses that generate sales tax revenue. This influx of revenue will enhance the city's financial resources, enabling the funding of public services and infrastructure improvements.

2. **Job Creation:**

- The development will create numerous employment opportunities for residents, from construction jobs during the development phase to permanent positions in retail, office, and service sectors upon completion.

3. **Enhanced Amenities and Services:**

- Residents will benefit from increased access to a variety of amenities and services. The convenience of having shopping, dining, and entertainment options within close proximity will improve the quality of life for Leander's residents.

4. **Stimulating Economic Growth:**

- The presence of a vibrant commercial hub will attract further investment and development in the surrounding areas, fostering overall economic growth and diversification.

Consistency with the Future Land Use Plan:

The city's future land use plan designates the area as an "activity center," aimed at fostering vibrant, mixed-use developments that combine commercial, residential, and recreational spaces. The proposed rezoning and subsequent development are in direct alignment with this vision, promoting a balanced and sustainable community growth strategy.

Supporting Exhibits:

To provide a comprehensive understanding of the proposed development, I have attached the following exhibits:

- Exhibit A: Conceptual Plan

- Exhibit B: Building Elevations

These exhibits illustrate the thoughtful planning and design considerations that have been incorporated to ensure the project enhances the community while maintaining a harmonious relationship with the existing residential areas.

Conclusion:

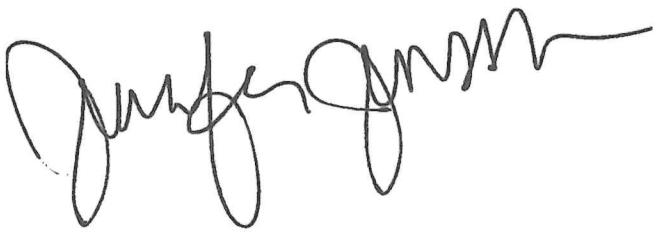
In conclusion, the proposed zoning change from SFSR to GC-3 is a strategic move that promises to bring substantial economic and community benefits to the city of Leander. I respectfully request the City Council's favorable consideration of this zoning change, as it is a pivotal step

toward realizing the city's vision of a dynamic and prosperous activity center.

Thank you for your time and consideration. I look forward to the opportunity to discuss this proposal further and to contribute to the continued growth and success of Leander.

Sincerely,

Jennifer Jensen, Agent



update as of 9/4

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

1. How and when were the surrounding neighborhood and residential property owners within 500' notified, how was information shared, and who was directly involved in the communication process? Please provide the address of the properties notified and the name and contact information of the residents directly involved in the communication process. Attach any materials that were distributed.

We held a zoom meeting and an in person meeting, but no one came. Jody Giddens and another neighbor called and verbally gave their support of the project and were very positive. We have not received negative feedback thus far.

2. Who was notified (i.e. property owners, HOA, etc)? The HOA and/or a representative if there is no organized HOA must be contacted, if applicable. Provide a separate sheet listing the contact information used including the names and addresses of the individuals.

All required neighbors. Info in original submission.

3. What concerns were raised during these communications?

No concerns have been raised. All positive

4. What specific conditions were added to or modified within the zoning request in response to the concerns raised at the meeting?

N/A

The above information is deemed to be true to the best of my knowledge.

Signature: Jennifer Jensen Date 9/4/24

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE (1) PARCEL OF LAND FROM SFS-2-B (SINGLE-FAMILY SUBURBAN) TO GC-3-C (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, after giving at least ten (10) days written notice to the owners of land within two hundred (200') feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

WHEREAS, after publishing notice of the public hearing at least fifteen (15) days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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

SECTION 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. Amendment of Zoning Ordinance. Ordinance No. 05-018-00, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 5.094 acres ±; being more particularly described in Exhibit "A"; located at the southeast corner of the intersection of Hero Way West and North Lakeline Boulevard; identified by Williamson Central Appraisal District tax identification number R432899; more particularly described in Instrument Number 1988027465; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial) as shown in Exhibit "A".

SECTION 5. Recording Zoning Change. The City Council directs the Planning Department to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

SECTION 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

SECTION 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 7th day of November, 2024.
FINALLY PASSED AND APPROVED on this the 21st day of November, 2024.

ATTEST: **THE CITY OF LEANDER, TEXAS:**

_____ _____

Dara Crabtree, City Secretary Christine DeLisle, Mayor

AGENDA ITEM # 22

EXECUTIVE SUMMARY
11/21/2024

AGENDA SUBJECT:
Approval of an Ordinance amending Section 3.001 of the City of Leander Code of Ordinances to except certain qualifying Nonprofit Organizations from application submittal fees; providing findings of fact; providing an effective date and open meetings clauses; and providing for related matters.

BACKGROUND:
Article 3.000 of the Fee Schedule set forth in Appendix A of the City of Leander Code of Ordinances establishes fees for applications, notices, and processes related to building, site development, subdivision, and zoning applications. The ordinance establishes an exception to paying the application submittal fee such applications for nonprofit organizations that hold a 501(c)(3) or 501(c)(4) designation and that are formed for the primary purpose of community service or social welfare.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Recommend approval.

PRESENTER:
Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. Redline Fee Exception Nonprofits
2. Fee_Exception_Qualifying_Nonprofits

(a) All fees are nonrefundable and due at time of submittal unless otherwise noted.

(b) ~~Notes.~~ General enforcement.

(1) Double permit fees will be charged for any work started before signing the permit.

(2) No new permits will be issued until all permit fees have been paid.

(3) A stop-work order will be issued on all permits where reinspection fees of $300.00 or more are owed.

(4) All fees must be paid current before the final inspection is performed.

(c) Nonprofit organizations that hold a 501(c)(3) or 501(c)(4) designation and that are formed for the primary purpose of community service or social welfare are excepted from paying application filing fees for applications set forth in this article.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTION A.3001 OF THE CODE OF ORDINANCES TO EXCEPT QUALIFYING NONPROFIT ORGANIZATIONS FROM PAYING APPLICATION SUBMITTAL FEES; PROVIDING AN EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS

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

Section 1. Fee Exception Established. Section A3.001 of the City of Leander Code of Ordinances is hereby amended in its entirety to read as follows:

Sec. A3.001. - General provisions.

(a) All fees are nonrefundable and due at time of submittal unless otherwise noted.

(b) General enforcement.
(1) Double permit fees will be charged for any work started before signing the permit.
(2) No new permits will be issued until all permit fees have been paid.
(3) A stop-work order will be issued on all permits where reinspection fees of $300.00 or more are owed.
(4) All fees must be paid current before the final inspection is performed.

(c) Nonprofit organizations that hold a 501(c)(3) or 501(c)(4) designation and that are formed for the primary purpose of community service or social welfare are excepted from paying application filing fees for applications set forth in this article.

Section 2. Effective Date. This Ordinance shall take effect November 21, 2024.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Tex. Gov't. Code.

PASSED AND APPROVED on this 21st day of November, 2024.

Attest: **THE CITY OF LEANDER, TEXAS**

_____ _____

Dara Crabtree City Secretary Christine DeLisle, Mayor

EXECUTIVE SUMMARY
11/21/2024

AGENDA SUBJECT:
Approval of an Ordinance establishing certification, bilingual, and assignment pay for the Fire Department; making findings of fact; providing a severability clause; and providing for effective date, open meetings, and related matters.

BACKGROUND:
The civil service statute (Chapter 143, Texas Local Government Code) provides that all firefighters in the same classification are entitled to the same base salary. The statute further authorizes the City Council to establish additional pay on top of base salary in the form of certification pay, educational incentive pay, and assignment pay and to establish the criteria required to be eligible for such pay. The attached ordinance establishes the following certification, educational, and assignment pay:

- EMT - Advanced--$25 per month
- EMT - Paramedic--$25 per month
- Firefighter credentialed by the Medical Director at an Advanced Level--$50 per month (not cumulative with EMT-Advanced or EMT-Paramedic)
- Firefighter who holds Driver/Pump Operator Certification--$100 per month
- Driver/Pump Operator who holds Fire Officer I Certification--$100 per month
- Fire Officer who holds a Fire Officer II Certification--$100 per month
- Bilingual pay - $100 per month
- Administration assignment pay - $290 per month

HISTORY/TIMELINE:
05/04/2024 – Voters approved the adoption of the Civil Service Statute for the Fire Department.
10/08/2024 – City of Leander Firefighters' Civil Service Commission adopts firefighter classifications
10/17/2024 – City Council adopts ordinance implementing Civil Service for the Fire Department and establishing the number of positions for each classification

APPLICANT/AGENT:

RECOMMENDATION:
Recommend approval.

PRESENTER:
Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. Assignment Pay Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ESTABLISHING CERTIFICATION, BILINGUAL, AND ASSIGNMENT PAY FOR THE FIRE DEPARTMENT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE, OPEN MEETINGS, AND RELATED MATTERS

WHEREAS, the City of Leander, Texas ("the City") is a home-rule city; and

WHEREAS, the City of Leander adopted Chapter 143 of the Texas Local Government Code for its fire department;

WHEREAS, §143.042 of the Texas Local Government Code states that the City Council may authorize assignment pay for fire fighters who perform specialized functions in the Fire Department and establish the conditions under which it is payable by ordinance;

WHEREAS, §143.043 of the Texas Local Government Code further provides for the City Council to authorize certification pay and educational incentive pay for fire fighters;

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

Section 1. Findings of Fact. The findings and recitations set out in the preamble of this Ordinance are found to be true and correct and that they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. **Certification, Bilingual, and Assignment Pay Adopted.** Division 2, Article 9.08, Chapter 9 of the City of Leander Code of Ordinances is hereby amended by adding Sections 9.08.014 through 9.08.017 to read as follows:

9.08.014. – Certification Pay.

Certification pay for firefighters certified under the Texas Commission on Fire Protection (TCFP), is authorized for each certification obtained, in the following amounts:

a) EMT -Advanced – $25 per month
b) EMT - Paramedic -- $25 per month
c) Firefighter credentialed by the Medical Director at an Advanced Level--$50 per month (not cumulative with EMT-Advanced or EMT-Paramedic)
d) Firefighter who holds Driver/Pump Operator Certification--$100 per month
e) Driver/Pump Operator who holds Fire Officer I Certification--$100 per month
f) Fire Officer who holds a Fire Officer II Certification--$100 per month

Sec. 9.08.015. – Bilingual Pay.

The City shall pay the sum of one hundred dollars ($100.00) per month to each fire fighter who demonstrates proficiency according to the testing process established by the Human Resources Department.

Sec. 9.08.016. – Assignment Pay.

a) The fire chief or designee may from time to time designate civil service firefighters to perform the specialized duty assignment set forth in this section, which requires the attainment of specialized training and/or the performance of duties in addition to traditional firefighting operations.

b) While assigned to and performing the specialized duties listed herein, a firefighter may receive, in addition to his or her regular base salary, additional compensation in the form of assignment pay in the amount corresponding to the specialized assignment listed. Base salary shall be the amount shown in the city's salary schedule for the current fiscal year, exclusive of all other additional payments or allowances.

c) It is further expressly stated that any "assignment pay" position is to be made with existing personnel staffing levels and that this section shall not operate to create any new civil service classifications (ranks) or other authorized positions within the fire department. This section shall not operate to create any vacancies at any existing classified position within the fire department. This section shall not operate to increase or diminish the overall number of authorized civil service positions in the fire department.

d) The following conditions are applicable to all forms of assignment pay authorized by this section.
    1) To be eligible for assignment pay, an employee must be expressly assigned by the fire chief or designee to the assignment pay position listed herein as a regular on-going duty assignment, and must also be expressly authorized by the fire chief or designee to receive the assignment pay in conjunction with the assignment.
    2) In addition to the criteria listed for the assignment pay position herein, in order to become eligible and thereafter remain eligible for assignment pay, each employee shall also be required to participate in the operations of their specialized duties or operation either as a regular on-going duty assignment; shall acquire and demonstrate the appropriate level of expertise and proficiency in their specialized duties or operation; possess and maintain current certifications in the areas of expertise required for the duty assignment; and perform other related duties as assigned by the fire chief
    3) Employees assigned to the specialized assignments listed herein shall be eligible to receive assignment pay only while satisfactorily performing the assigned duties. Assignment pay shall not accrue nor be payable to an individual once that person is no longer assigned to or otherwise no longer performing the specialized duties; or is absent due to illness or other authorized leave for a period of 90 days or more;

or fails to maintain current certifications as required; or while suspended from duties as the result of a disciplinary action.

4) Assignment pay is not authorized for employees who only temporarily fill in for another employee who was expressly assigned but who is temporarily absent for a period of 90 days or less due to illness, vacation or some other authorized absence.

e) Specialized duty assignments

1) *Administration assignment pay*. The City shall pay a sum of $290 per month to each firefighter, up to the rank of Battalion Chief, who is assigned to a 40-hour per week administration assignment. This assignment pay is intended to help offsets the FLSA overtime pay the firefighter would otherwise receive if assigned to fire operations.

Sec. 9.08.017 – Budget Approval Required. The certification, bilingual assignment, and assignment pay set forth in Sections 9.08.014 – 9.08-016 is subject to the city council's annual review, approval and funding in each fiscal year budget ordinance.

Section 3. Severability. If any provision of this ordinance is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of the remaining provisions.

Section 4. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

Section 5. Open Meetings. It is hereby officially found and determined that the meetings at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551.*

PASSED AND APPROVED on this the ____ day of _____ 2024.

CITY OF LEANDER, TEXAS

_____
Christine DeLisle, Mayor

ATTEST:

_____
Dara Crabtree, City Secretary

EXECUTIVE SUMMARY
11/21/2024

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

- Discuss and consider action regarding Zoning Case Z-24-0123 as described above.

BACKGROUND:
This request is the second step in the zoning process. This property is located southeast of the intersection of 183A Toll Road and San Gabriel Parkway, south of the St. David's hospital development and north of the ACC San Gabriel Campus. The applicant is requesting to amend the Northline PUD to allow for the removal of a defined area from the Northline development for additional flexibility and retail uses. Additionally, the applicant has proposed modifications to Exhibits A, B, D and F of the previously approved Northline PUD. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in the Leander Central category identified by the Comprehensive Plan.

The Planning Analysis is provided as Attachment #1 and provides more details about the request and the property.

HISTORY/TIMELINE:
06/21/2018 – Approval of Northline PUD and Concept Plan.
11/20/2019 – Administrative approval of Northline Minor PUD Amendment #1
09/12/2024 – Item was postponed
09/19/2024 – Council Briefing Workshop with Developer and City Staff.
10/17/2024 – Administrative approval of Northline Minor PUD Amendment #3
11/14/2024 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:
Northline Leander Development Company, LP (Alexander H. Tynberg).

RECOMMENDATION:
Staff recommends approval of the request with the modifications provided. The Planning and Zoning Commission held a public hearing on November 14, 2024 and voted to recommend approval of the proposal with a 6 - 1 vote.

COMMISSIONER COMMENTARY:
Commissioner Mahan, Place 1: Suggested to simplify the allowed uses in Exhibit F to allow for more flexibility

on Block F.
Commissioner Morales, Place 2: The proposal to allow the removal of the option area is removing the urban walkable environment that the Leander Central intent statement includes.
Commissioner May, Place 3: There are other similar developments that have gone through several changes throughout their lives. There have been some challenges that caused things to change. We need to bring more businesses in.
Commissioner Tara LeDay, Place 4: The markets change. We need more retail and commercial. We need to consider post-COVID changes.
Chair James Oliver, Place 5: Expressed gratitude for the communication with Staff about the case. Expressed concerns about the compact parking were addressed with the changes. Question about the removal of trees in Civic Space P-2 was confirmed that it was a small area.
Commission Lantrip, Place 6: Shared support of the compromises that were made regarding Staff's concerns.
Vice Chair Calame, Place 7: There have been lots of challenges that have taken place since its initial approval. Appreciated the changes that address Staff's concerns.

NOTES:

- Mayor Christine DeLisle spoke in favor of the item following the Commission's discussion.

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

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Fiscal Impact

Attachments:

1. Z-24-0123 Att 1 Planning Analysis - Northline PUD Amendment #2
2. Z-24-0123 Att 2 Current Zoning - Northline PUD Amendment #2
3. Z-24-0123 Att 3 FLU Map - Northline PUD Amendment #2
4. Z-24-0123 Att 4 Public Notification - Northline PUD Amendment #2
5. Z-24-0123 Att 5 Aerial Map - Northline PUD Amendment #2
6. Z-24-0123 Att 6 Letter of Intent - Northline PUD Amendment #2
7. Z-24-0123 Att 7 PUD Notes (redlined) - Northline PUD Amendment #2
8. Z-24-0123 Att 8 Ordinance - Northline PUD Amendment #2
9. Draft P Z Minutes 11.14.2024

PLANNING ANALYSIS

ZONING CASE Z-24-0123
NORTHLINE PUD AMENDMENT #2

GENERAL INFORMATION

Owner/Agent: Northline Leander Development Company, LP (Alexander H. Tynberg)

Current Zoning: PUD (Planned Unit Development/Transit Oriented Development)

Size and Location: The property is generally located to the southwest of the intersection of 183A Toll Road and San Gabriel Pkwy and includes approximately 115.7076 acres.

Staff Contact: Cory Dale, Senior Planner

APPLICANT REQUEST

The applicant has submitted a request to amend the existing Northline PUD in order to allow the removal of a defined area from the Northline development for additional flexibility and retail uses. Additionally, the applicant has proposed modifications to Exhibits A, B, D and F of the previously approved Northline PUD along with justification statements as to the rationale behind the modification (see Letter of Intent – Att 6).

STAFF CONCLUSIONS

Y	N	
☒	☐	Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page* 3 & 4
☒	☐	Does the proposal comply with the goal statements of the Comprehensive Plan? *see page* 4
☒	☐	Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

This request includes an option for the removal of a portion of the existing Northline PUD property to be incorporated into the Northline Retail PUD to allow for conventional commercial development along 183A Toll Road.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	T5 – Urban Center	St. David's Medical Campus
EAST	PUD-GC	Undeveloped
SOUTH	PUD/TOD	ACC Campus
WEST	PUD-GC	Undeveloped

SURROUNDING AREA:
This property is located southeast of the intersection of 183A Toll Road and San Gabriel Parkway. Northline is bound to the north by the Saint David's hospital development and south by the ACC campus. Undeveloped land to the east is within the San Gabriels Villas PUD and to west, across US 183, is Tylerville Commercial and Michelle Tract.

PHYSICAL AND NATURAL FEATURES:
This property is under construction and does not contain any tree coverage or creeks.

PROPERTY HISTORY:
- This property was annexed into the City of Leander on 07/16/1997 and 08/08/2005.

PREVIOUS ZONING CASES:
The following zone cases were previously submitted for this property:
- 18-TOD-Z-012 requested a zone change from Transit Oriented Development District to Northline PUD and was approved on 06/21/2018.
- 19-TOD-Z-021 requested an amendment to the Northline PUD and was administratively approved on 11/20/2019.
- Z-24-0150 requested an amendment to the Northline PUD to remove about 16 acres from the PUD and was administratively approved on 10/17/2024.
- Z-24-0123 requested a second amendment to the Northline PUD, this item was postponed by the City Council on 09/09/2024. A workshop was scheduled on 09/19/2024 that included City Council, Staff and the Developer. Post workshop, the applicant/developer has resubmitted Z-24-0123 with modifications to address the workshop feedback.

MAJOR CORRIDORS:
This property has access onto San Gabriel Parkway and 183A Toll Road.

TRANSPORTATION PLAN REQUIREMENTS:
This property includes Main Street and College Way as proposed on the Transportation Master Plan. All other proposed roads will be local streets.

The table below includes the proposed streets within the development. These streets have not been reviewed and are subject to change during the review process.

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
Internal Streets (Main and College Way)	Collector	Mixed Use	60' & 54' ROWs 4-lane collector 6 foot sidewalks
San Gabriel Parkway	Arterial	Commercial	126' ROW 6-Lane Arterial 10' sidewalk
183A Toll Road	Access Controlled	Commercial	400' ROW Access Controlled 10' sidewalk

SUBDIVISIONS:
The site has had several subdivision cases that have been previously submitted, approved, and/or completed for this property.

EXISTING UTILITIES:
This property has access to water and wastewater as shown in Figures 1 and 2.

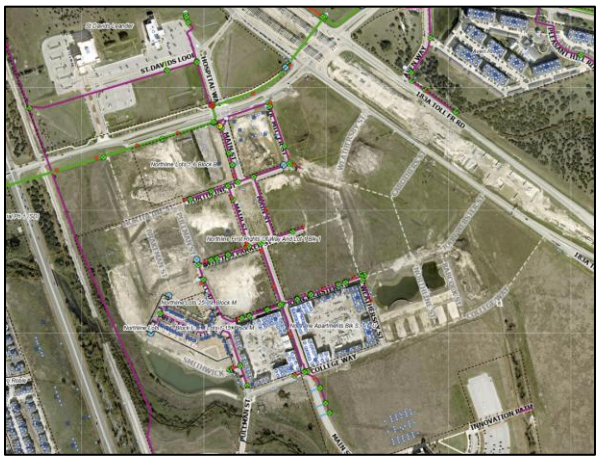


Figure 1: Water System

Figure 2: Wastewater System

CURRENT LAND USES:
This property is currently under construction. Townhomes and multi-family uses currently exist within this site.

EXISTING ZONING DISTRICT:

PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for a complex mixed-use development under the SmartCode. The contents of this PUD further explain and illustrate the overall function desired for this development. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

SMARTCODE INTENT STATEMENTS – CHAPTER 1

1.3.2 THE COMMUNITY

a. That neighborhoods, including downtowns, should be compact, pedestrian-oriented and mixed use.
b. That mixed-use neighborhoods, including downtowns, should be the preferred pattern of development, and that districts specializing in a single use should be the exception.
c. That ordinary activities of daily living should occur within walking distance of most dwellings, allowing independence to those who do not drive.
d. That interconnected networks of thoroughfares should be designed to disperse traffic and reduce the length of automobile trips.
e. That within each pedestrian shed, a range of housing types and price levels should be provided to accommodate diverse ages and incomes.
f. That appropriate building densities and land uses should be provided within walking distance of transit stops.
g. That civic, institutional, and commercial activity should be embedded in neighborhoods, including downtowns, not isolated in remote single-use complexes.
h. That schools should be sized and located to enable children to walk or bicycle to them.

i. That a range of open space including parks, squares, and playgrounds should be distributed within neighborhoods, including downtowns.

T4 GENERAL URBAN ZONE

T4 General Urban Zone consists of a mixed use but primarily residential urban fabric. It includes a wide range of building types: detached, semi-detached, rowhouses, and small apartment buildings. Setbacks and landscaping are variable. Streets with curbs and sidewalks define medium-sized blocks.

T5 URBAN CENTER ZONE

The T5 Urban Center Zone consists of higher density mixed use development that accommodates retail, offices, rowhouses, and apartments. It has a tight network of streets, with wide sidewalks, steady street tree planting, and buildings set close to the sidewalks. The general character of this zone includes shops with apartments and office above; townhouses, larger apartment houses, live-works, and civic buildings; predominantly attached buildings; trees within the public right-of-way; substantial pedestrian activity, frequent retail frontages.

T6 URBAN CORE ZONE

T6 Urban Core Zone consists of the highest density and height, with the greatest variety of uses, and civic buildings of regional importance. It tends to have larger blocks; streets have steady street tree planting, and buildings are set close to wide sidewalks. Typically, only large towns and cities have an Urban Core Zone.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.
- Continue efforts regarding the construction of projects within the Leander Central/Transit-Oriented Development District as a mixed-use urban environment.
- Pursue signature regional attractions, destinations, and events.

Applicable Future Land Use categories

LEANDER CENTRAL

- The Leander Central future development category encompasses the City's future urban center, in close proximity to Leander Station. This area is envisioned to be a very walkable area which encourages a "sense of place" and should represent the most dense, urban form Leander will have. This is a highly activated area with first floor storefronts, employment, dense residential, and entertainment.

  Land uses are less distinguishable and less regulated in the urban environment, where the focus is more on form than function. Important characteristics in the central location are building relationship with the street and pedestrian movement, signage, street design, and public gathering places.

  This area is envisioned to be developed with an urban character, meaning development requires on-street or structured parking and an emphasis on pedestrian walkability. Vehicular circulation occurs along a grid-based network of complete streets with short blocks and focus on safety and efficient distribution of vehicles, bikes and pedestrians.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

This proposal was reviewed by all applicable departments within the City of Leander. All plats submitted will be reviewed by Williamson County along with City Staff.

SCHEDULE:

DEVELOPMENT MEETING
A development meeting was not held with Staff, but the applicant has been working closely with staff to coordinate the process of this project

NOTIFICATION

10/24/2024 - Public Notice on Hill Country News
10/30/2024 - Mail Notification to Property Owners within 200'
10/30/2024 - Public Hearing Signage Posted on Property
11/14/2024 - Planning and Zoning Commission Public Hearing
11/21/2024 - City Council Public Hearing & First Reading of the Ordinance
12/05/2024 - City Council Second & Final Reading of the Ordinance

Previous Dates:

08/22/2024 - Public Notice on Hill Country News
08/28/2024 - Mail Notification to Property Owners within 200'
08/28/2024 - Public Hearing Signage Posted on Property
09/12/2024 - Planning and Zoning Commission Public Hearing
09/19/2024 - City Council Public Hearing & First Reading of the Ordinance
10/03/2024 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200', the agent is required to reach out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500' shall also be contacted.

Being that no residential properties or HOAs were within 500 feet of property subject to rezone, no additional neighborhood outreach was required.

STAFF ANALYSIS:

The applicant has submitted a request to amend the existing Northline PUD in order to remove a defined area from the Northline development for additional flexibility and conventional retail uses to be included in the Northline Retail PUD. The applicant has also added an additional portion of the Northline Development as an "Optional Area", wherein an owner may develop under the Northline PUD Ordinance or elect to develop under the Northline Retail PUD Ordinance, subject to approval.

Additionally, the applicant has proposed modifications to Exhibits A, B, D and F of the previously approved Northline PUD along with justification statements as to the rationale behind the modification. That being said, please reference the attached redlined PUD Amendment #2, Exhibits A and L and the Letter of Intent for additional information. Staff has provided below the highlights of the applicant's request:

- **EXHIBIT A**:
    i. Addition of Exhibit A-4 "Excluded Parcel" that is tied to the Northline Retail PUD project Z-24-0127. This change removes a portion of the original Northline PUD and allows for conventional development.

- **EXHIBIT B**:
    i. Addition of an "Optional Site" area, as shown in Exhibit C-2. An owner of the optional site area, or portion thereof, may develop via Northline PUD Ordinance or elect to develop per Northline Retail PUD Ordinance provided that the property is adjacent to the "Excluded Parcel" or adjacent to a roadway bordering the "Excluded Parcel".

ii. Modification to Chapter 4(A)(6) to allow additional warrants for Blocks P, X, F and J with respect to block perimeter and block face length (see Exhibit C). The Planning Director may grant these warrants as long as alleys, drives, pedestrian passages or civic spaces/other public spaces are included in those blocks.
iii. Modification to Chapter 6.3.1.b to remove certain ground floor retail/restaurant uses along frontages (see Exhibit F) and instead provide for commercial and/or common area space or convertible to commercial uses. Common area space is defined as private multi-family or condo amenities such as leasing offices, lobby, fitness center and the like. Convertible to commercial uses is defined as built to commercial code/standards for an easy conversion to retail/commercial use as the market dictates.
iv. Modification of Chapter 6.A.18.a to allow an additional 10% compact parking (from 20% max to 30% max) provided in the private realm/private lots.
v. Modifications of Chapter 6.A.63 and 64 to allow a warrant process, reviewed and approved by Planning Director, for mechanical and utility equipment and other mechanical equipment at frontages to be visible from the frontage subject to screening requirements.
vi. Addition of Chapter 6.A.66 to restrict Blocks A and B from multifamily uses unless approved by the Planning Director, through findings of fact, that the multi-family use is the highest and best use for the development.
vii. Addition of terms in Section VII to further define common area space and retail definition within Exhibit F.

- **EXHIBIT C:**
  i. Update of blocks, street names and show removal of "Excluded Parcel" area that is tied to the Northline Retail PUD project Z-24-0127.
  ii. Addition of Exhibit C-2 to show the limits and boundaries of the "Optional Site". An owner of the optional site area, or portion thereof, may develop via Northline PUD Ordinance or elect to develop per Northline Retail PUD Ordinance provided that the property is adjacent to the "Excluded Parcel" or adjacent to a roadway bordering the "Excluded Parcel".

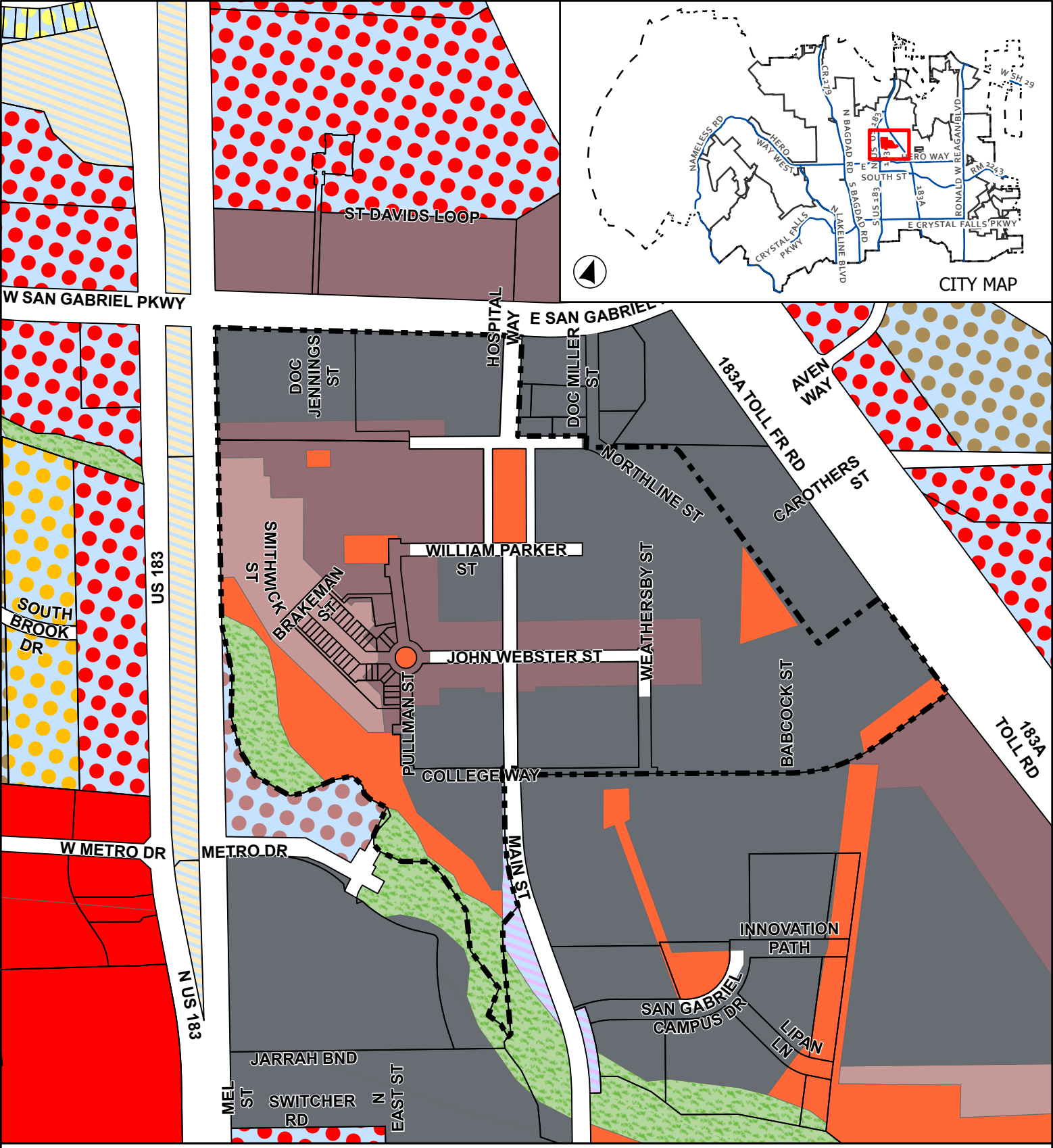
- **EXHIBIT D**
  i. Modification to represent Northline Minor PUD Amendment #1 (19-TOD-Z-021) to show street section change of Main Street adjacent to Civic Space P-1 (The Square).

- **EXHIBIT F/SHEET 10**:
  i. Addition of two (2) new line works of royal blue andmagenta (reference sheet legend). Each new line work represents the development type of the building frontage along a Main Street within the Northline PUD.
  ii. Removal of retail frontages and retail/convertible retail ground floor uses associated with the "Excluded Parcel" area that is tied to the Northline Retail PUD project Z-24-0127 and the "Optional Site" area, as shown in Exhibit C-2.
  iii. Modification from 100% retail uses to commercial and/or common area space at ground floor for the hard corners of block O and N (Main at William Parker).
  iv. Modification from 100% retail uses to 50% commercial and/or common area space (but no less than 25% commercial) uses, with remaining frontages to be convertible commercial at ground floor for block F abutting Main Street.

APPROVAL CRITERIA:

Please reference the above staff analysis section. Staff is in support of the modifications proposed under Amendment #2 to the Northline PUD with concerns on certain Section modifications. Below, please find the modifications and concerns.

Modification request	Staff concern
Exhibit B: Modification of Chapter 6.A.18.a to allow an additional 10% compact parking (from 20% max to 30% max) provided in the private realm/private lots.	Increased compact parking within the Northline development could be seen as adverse to the intent statements of the SmartCode Chapter 1.3.2 a through g.
Exhibit F: Modification requests to remove any of 100% retail uses at ground floor for Blocks O, N, N, J a F.	Common area space is defined as private multifamily or condo amenities such as leasing office, clubroom, lobby or fitness center. Convertible to commercial designation could potentially be additional apartment/townhome units or additional common area space uses for an extended period of time (as market allows).



CASE: Z-24-0123

ATTACHMENT 2

NORTHLINE PUD AMENDMENT #2
MAJOR AMENDMENT EXISTING PUD

Current Zoning

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- GC - General Commercial
- PUD - Single-Family
- PUD - Townhomes
- PUD - Multi-Family
- PUD - Local Commercial
- PUD - General Commercial
- OS - Open Space
- CD - Conventional Sector
- S2 - Station Sector
- Civic Building
- T4 - Genral Urban
- T5 - Urban Center
- T6 - Urban Core

0 195 390 Feet

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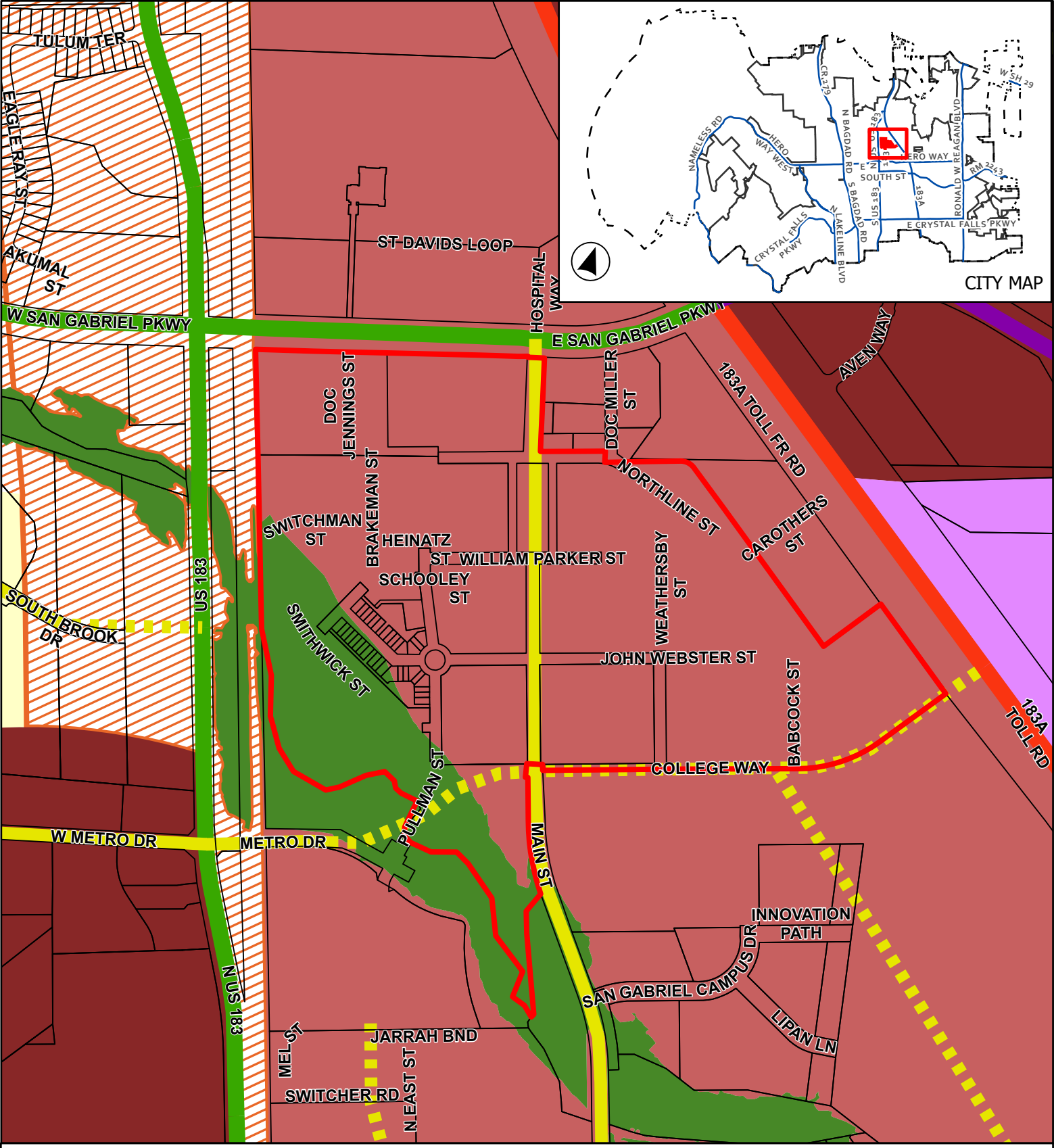

CASE: Z-24-0123 **ATTACHMENT 3** **NORTHLINE PUD AMENDMENT #2**
MAJOR AMENDMENT EXISTING PUD

Future Land Use Map

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Feet

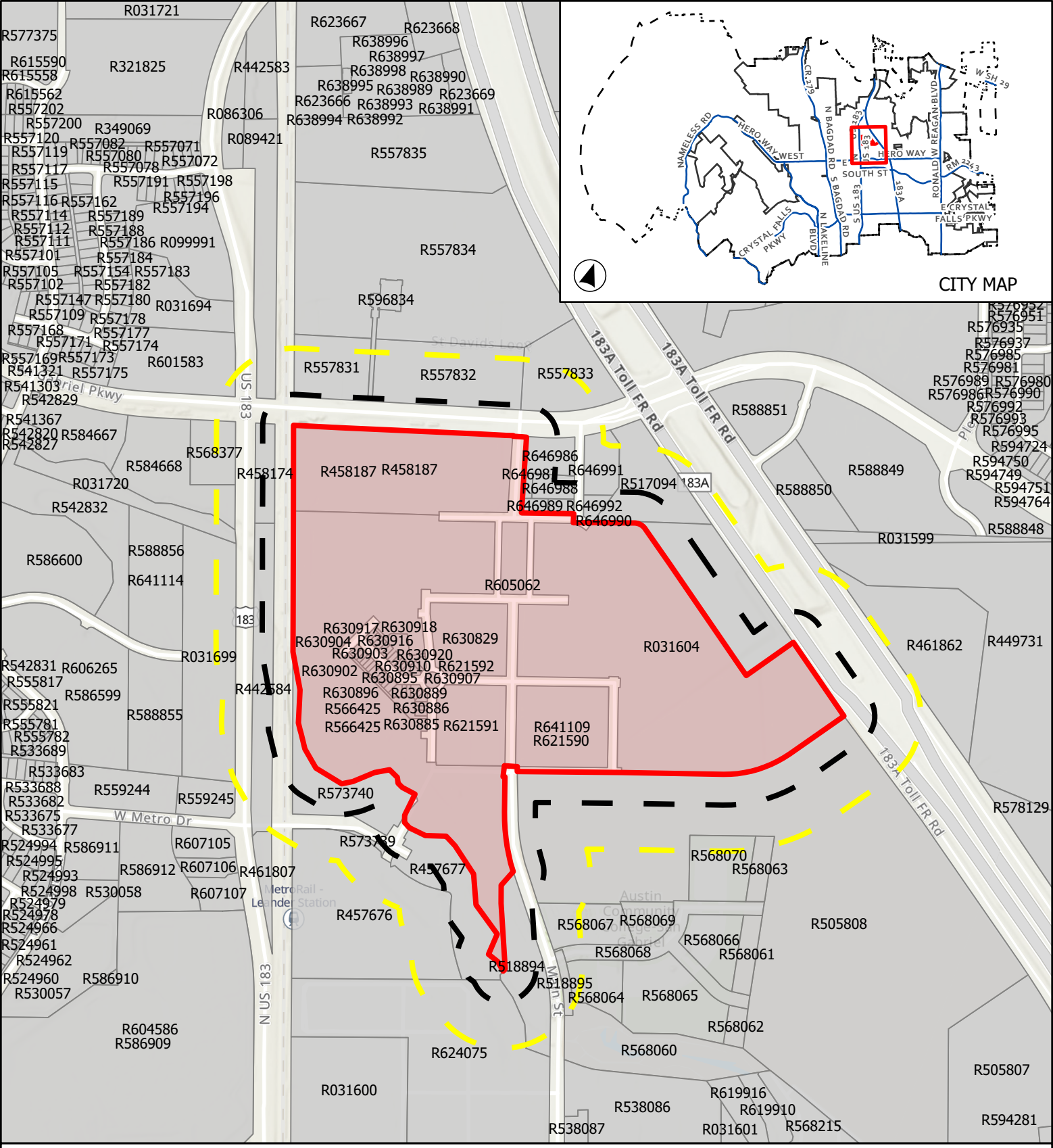
- Leander City Limits
- ETJ Boundary
- Subject Boundary

Future Land Use

- Neighborhood Residential
- Multi-Use Corridor
- Multi-Use Corridor - Priority Corridor
- Activity Center
- Employment Center
- Leander Central
- Greenway

Thoroughfare Plan

- Access Controlled, Existing
- Arterial 6 Lane, Existing
- Arterial 4 Lane, Existing
- Collector, Existing
- Collector, Proposed


CITY MAP
183A Toll FR Rd
US 183
N US 183
W Metro Dr
Gabriel Pkwy
St Davids Loop
Austin Community College Saint Gabriel
MetroRail - Leander Station
R031721
R577375
R615590
R615558
R615562
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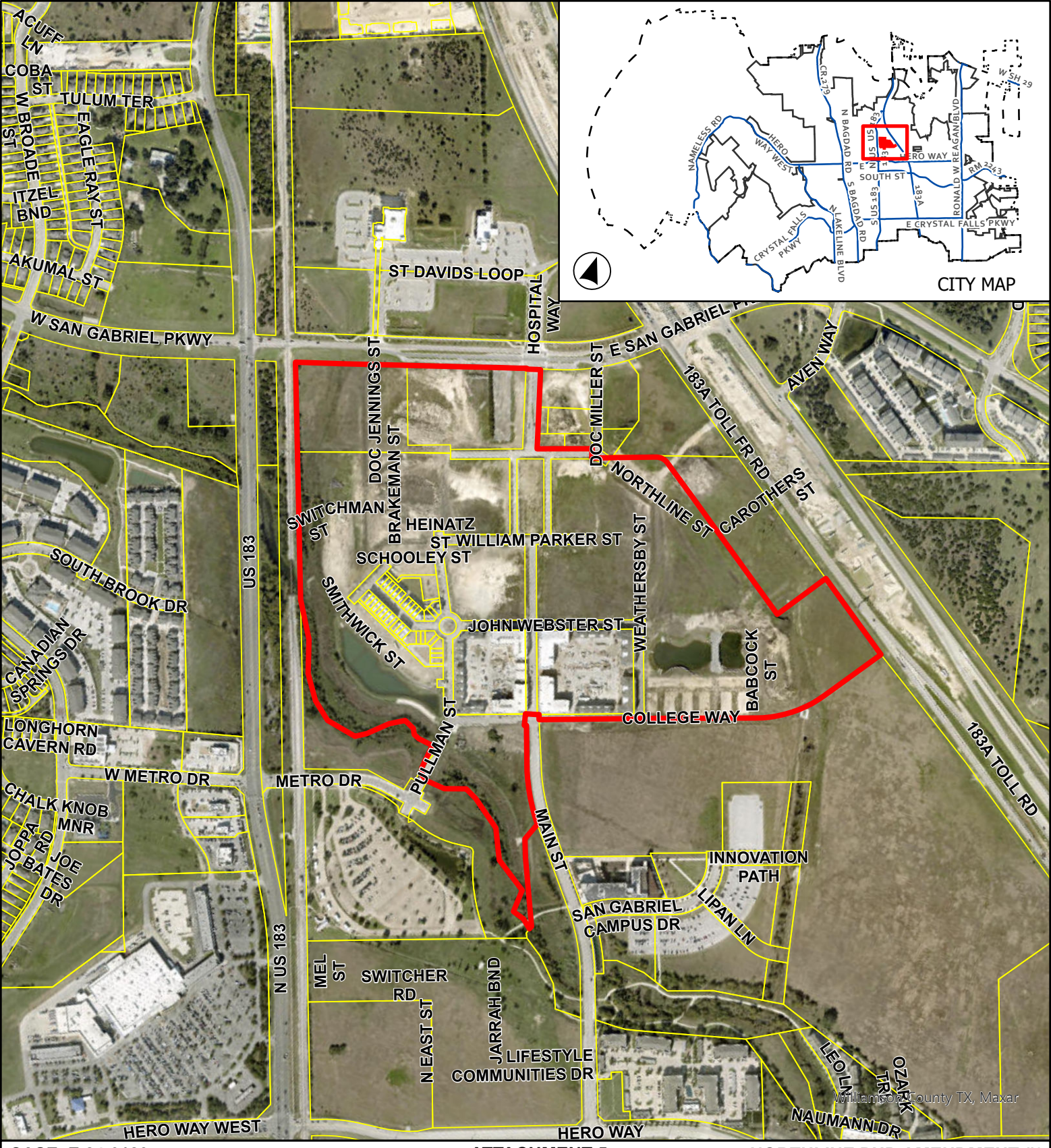

CASE: Z-24-0123 | **ATTACHMENT 5** | **NORTHLINE PUD AMENDMENT #2 MAJOR AMENDMENT EXISTING PUD**

Aerial Map

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Feet

Leander City Limits

Subject Boundary

Date: August 12, 2024

To: Robin Griffin, City of Leander Executive Director of Development Services

From: Northline Leander Development Company, LP and Endeavor Real Estate Group

Subject: Northline Major PUD Amendment #2 (Z-24-0123) Modification Request

Per the City's request, please see the below outline of the requested Northline Major PUD Amendment #2 modifications. These modifications will remove a defined area from the Northline PUD for retail use per Staff recommendation and allow substantially similar development to what is currently being developed at Northline. This memo serves as a clarification of those details within the Northline PUD.

Requested Modifications:

- **Requested Modification:** Purpose and Intent; modify to remove approximately 16.08 acres of land from the Northline PUD (the Excluded Parcel) to be added to the Endeavor Major Retail PUD and allow owner right to remove up to an additional 18 acres from the Northline PUD provided that the acreage is adjacent to the Excluded Parcel or to a private drive or roadway bordering the Excluded Parcel. The additional 20.5 acres may be administratively approved to be removed from the Northline PUD and be rezoned to the then existing zoning for the Excluded Parcel in the Endeavor Major Retail PUD Amendment (Z-24-0127). The submittal also includes an exhibit entitled "Optional Site Area Adjacent to Excluded Parcel" depicting the additional 18 acres.
  Intent: Allows the developer to develop a viable and financially feasible site plan with primarily retail uses in an important frontage section to Northline, and provides for flexibility for the inclusion of additional acreage with primarily retail uses, if feasible, under a PUD complying with General Commercial base zoning within the Leander Composite Zoning Ordinance and its proposed modifications from the base zoning district. The impact of the additional retail areas within Northline will increase the scale of Northline's commercial development.

- **Requested Modification:** Chapter 2, Sector, Community Unit & Transect Zone Allocation; Modifying the Northline street grid, block layouts, transect zones, Civic Space designations, and removal of the LUE chart, along with other items referenced throughout this Modifications Request Memorandum described further.
  Intent: Alignment with transect zones to comply with the Leander SmartCode requirements given the removal of the 16.08 acres to the Endeavor Major Retail PUD, Civic Spaces (that result in a net percentage increase of Civic Spaces in the remaining Northline PUD), and removal of the LUE chart that will be relocated to the Northline Preliminary Plat, per Staff request. Specifically, the only blocks in the Land Use Plan that have been submitted and referenced for new Warrants given their modifications are Blocks F and J, which are the two blocks on both sides of Block I (Town Square) to facilitate the best opportunity for those blocks to have as much vertical mixed-use with retail or commercial on the ground floor as possible. The reference to Block P has been added to this section; however, Block P was formerly Block S, which was listed as a block that had a Warrant in the original PUD, and so the change to Block P is simply to correct that block name. Similarly, Block X now comprises what formerly was Blocks AA and BB in the original PUD, which had a design change due to the addition of the 2nd water quality pond in this area. The configuration of Block X already has been approved in the Preliminary Plat updates (Rev 1 on 7/8/21 and Rev 2 on 12/21/23) and so the addition of Block X in this section is to confirm this

previously approved Warrant. Note that the Leander SmartCode under Table 1C under the T6 transect zone (which these blocks are comprised) states that the T6 transect zone "tends to have larger blocks" to best facilitate density and height. These are the two blocks that are anticipated to have the most density and height throughout the Northline project. In addition, Doctor Jennings Street was extended to the south without the jog at Block A in order to better facilitate traffic flow through Northline. Block A was extended into Block E to allow for the design in Block A of a more efficient parking garage for the initial southern medical office building within that block. Block E was redesigned for a potential senior living development and so the public streets within that reconfigured block were removed. Finally, a portion of Block R that previously was in the floodplain and was removed, as documented in the Phase 1.3 Blocks A&B subdivision construction documentation (PICP-21-0036), was shifted into Block E.

- **Requested Modification:** Chapter 3 (Thoroughfares & Civic Spaces), Chapter 4 (New Communities), and Chapter 6 (Lots and Buildings); Aligning the street names and block names with the current street names and block names in the updated Land Use Plan (Exhibit C), per Staff request.
  Intent: Conformance to the current Land Use Plan to avoid confusion with interpretation.

- **Requested Modification:** Chapter 3 (Thoroughfares & Civic Spaces) and Chapter 6 (Lots and Buildings); clarifying that the City of Austin Transportation Criteria Manual, "currently adoption version by the City of Leander and as amended from time to time," applies throughout the Northline PUD, per Staff request. However, Section 42(b) clarifies that at the option of the owner, all transportation improvements within the PUD may be designed in accordance with the same standards used for the design and construction of the then existing transportation improvements within the PUD in order to maintain uniformity and achieve the intent of the PUD.
  Intent: Conformance to the City of Leander's current code to avoid confusion with interpretation while also preserving the uniformity and the original intent of the PUD.

- **Requested Modification:** Chapter 3 (Thoroughfares & Civic Spaces) – Sections 9 and 10(a). Civic Spaces; clarifying language to sync with the current Civic Spaces in the updated Land Use Plan (Exhibit C), which has a higher percentage of Civic Space acreage than past Land Use Plans.
  Intent: Conformance to the current Land Use Plan to avoid confusion with interpretation.

- **Requested Modification:** Chapter 3 (Thoroughfares & Civic Spaces) – 10C.; modify to remove the public street curb cut requirements along 183A Toll Road frontage. Other requirements per this section abide by the original PUD document.
  Intent: 183A Toll Road frontage, except for the potential for Block X to remain, is no longer part of the Northline PUD.

- **Requested Modification:** 4.1.5. Clarifies that Land Use Plan may be modified by owner (Section 4.1.2-3).
  Intent: Clarification of language in the PUD.

- **Requested Modification:** 4.6.1. Modify to remove the requirement of residential square feet in order to develop additional non-residential square feet.

Intent: Due to input from current City representatives regarding the importance of commercial development over residential development (and specifically multifamily development), this requirement was removed.

- **Requested Modification:** 6.3.1b.
    - Modify areas with required retail ground floor and/or convertible retail in Exhibit "F".
        - Blocks N, O: modify to remove the ground floor retail requirement and permit commercial and/or common area space at ground floor, with remaining frontages to be convertible to commercial uses at ground floor per Exhibit F.
        - Block F: modify to provide a minimum of 50% commercial use and/or common area space, but no less than 25% commercial uses, with remaining frontages to be convertible to commercial uses at ground floor per Exhibit F.
        - Block J: modify to provide a minimum of 50% commercial uses, with remaining frontages to be convertible to commercial uses at ground floor per Exhibit F.

Intent: Allows developer flexibility to have the highest potential to develop the most impactful vertical mixed-use projects, with superior building and streetscape aesthetics along with uses within the building at important ground floor building frontages that align with intent of the pedestrian-oriented walkability inherent in the Leander SmartCode/initial Northline PUD. Specifically, this exhibit outlines the hierarchy of pedestrian-friendly walkability, active uses along the building frontage at the ground floor to include – retail/commercial, common area space, and commercial convertible uses (to commercial standards for an easy conversion to retail/commercial when the market permits such use) that comprise a block frontage. In this regard, the PUD is requiring the minimum of these standards along the important areas of Main Street. Common area space is to be defined as private apartment amenities, to potentially include: leasing office, clubroom, lobby, conference center, co-working space or business center. These uses activate the ground floor and provide the developer flexibility to still create active spaces at the streetscape level where retail may not yet be viable. This exhibit also eliminates the retail convertible areas outside of Main Street along Northline Street (east of Main Street). Those locations have been removed from the exhibit as nearly every section of those retail convertible areas are within the acreage being removed from the PUD to be added to the Endeavor Major Retail PUD or is anticipated to be added to the Endeavor Major Retail PUD with the future conversion. It is important to note that there will be a significant increase in retail development acreage within Northline as a result of all of the PUD changes to merit the modifications to the remaining retail in this exhibit (that intend to allow for that retail to represent the minimum requirements to be market viable).

- The modification of commercial and/or common area space at ground floor in the identified areas of Blocks N&O provides for these superior uses at the corners of the Block I Civic Space, which supports the intent of the pedestrian-oriented walkability inherent in the Leander SmartCode.
- The modification of a minimum of 50% commercial use and/or common area space, but no less than 25% commercial uses along the Main Street frontage of Block F provides for these superior uses along this important section of Main Street, which supports the intent of the pedestrian-oriented walkability inherent in the Leander SmartCode. The fact that Block F's Main Street frontage is geographically distanced from the main retail core of Northline, which is located to the east of Block I, supports the rationale for the distinction between the requirements for Block F and Block J, as retail development is more challenging the further it is located from the retail core of an overall development.

- The modification of a minimum of 50% commercial uses along the Main Street frontage of Block J provides for these superior uses along this important section of Main Street, which supports the intent of the pedestrian-oriented walkability inherent in the Leander SmartCode.

Updated per Staff request.

- **Requested Modification:** 6.4.2f. Modify to remove references to Block D.
  Intent: Block D requirements are no longer part of the Northline PUD as those now are in the Endeavor Major Retail PUD area.

- **Requested Modification:** Section 9 of the CoA TCM: 9.2.0 Compact parking is limited to a maximum of 20% of total parking provided. Modify this to a maximum of 30% of total parking provided in the private realm only.
  Intent: Provides developer flexibility on surface parking requirements and allows more spaces to be achieved in a smaller area, potentially reducing impact of surface parking. This modification, to reduce the size of the parking area with the same number of parking spaces, would generate more developable or amenity area and meets the intent of the Leander SmartCode to create a development that has greater pedestrian-friendly walkability attributes. For clarity, this modification represents the parking spaces within private lots and not in the public Right-of-Way.

- **Requested Modification:** 6.8.1a. Modify to differentiate bicycle space minimums in the public and private realm. Modify to provide the original number of bicycle spaces (1 per 20 vehicular parking spaces in public ROW), and allow those spaces to be placed in any block (as approved by owner of that block), streetscape area, or in Civic Spaces throughout the PUD area. Modify to provide bicycle spaces (1 per 30 vehicular parking spaces in the private realm) for multifamily, office and Civic buildings.
  Intent: Provide flexibility to place bicycle spaces where bicyclists are most likely to utilize them within the entire PUD area (including the Civic Spaces) or in private frontages if spacing is not viable in the public streetscapes. Bicycle space requirements in the private realm for multifamily, office and Civic buildings align with previously approved projects within the Northline PUD area and will provide additional bicycle spaces to what is currently required in the Leander SmartCode/Northline PUD.

- **Requested Modification:** 6.13.1f. and 6.13.2f. Allows for the use of soldier courses in masonry walls in addition to lintels.
  Intent: Provides developer flexibility with a comparable quality architectural feature.

- **Requested Modification:** 6.13.5a and 6.13.5c. Allows for the use of vinyl doors facing frontages and vinyl windows.
  Intent: Provides developer flexibility with a comparable quality architectural feature.

- **Requested Modification:** 6.13.5d. Removes the requirement that the simulated wood material is “indiscernible from wood at arm’s length”.
  Intent: Provides developer flexibility with a comparable quality architectural feature.

- **Requested Modification:** 6.13.6e. To confirm this requirement only applies to windows in masonry and stucco walls.

Intent: Provides developer flexibility with a comparable quality architectural feature.

- **Requested Modification:** 6.13.9c. Adding exterior drywall as an acceptable material on all areas except when facing Main Street.
  Intent: Provides developer flexibility with a comparable quality architectural feature.

- **Requested Modification:** 6.13.10h. Adding the clarification to ensure compliance with ADA requirements.
  Intent: Provides the assurance that the project meets ADA requirements and allows any turnarounds that may be required to meet those minimum requirements.

- **Requested Modification:** 6.13.11a. and 6.13.11b. Allows mechanical and utility equipment at frontages and to be visible from frontages, as long as they are screened, as Warrants with Planning Director approval supported by findings of fact, to include the consideration of previously approved Warrants in other projects. This does not include air conditioning units and satellite dishes, which shall not be permitted at frontages. Allows mechanical equipment to vent to frontage, as Warrants with Planning Director approval supported by findings of fact, to include the consideration of previously approved Warrants in other projects, with intent to match appearance of venting material to adjacent facades as shown in the attached precedent images.
  Intent: Clarification within the PUD document to reflect variances granted to other projects currently being developed in Northline (i.e. Gramercy at Northline). Provides developer flexibility to facilitate a more cost-effective design/construction in order to allow for other design/construction features to be implemented, such as additional retail storefronts along frontages in vertical mixed-use buildings and higher architectural quality material selections, etc. that will be more impactful to achieving the intent of the Leander SmartCode zoning.

- **Requested Modification:** Chapter 6 (A)(66); The restriction of multifamily from Blocks A&B, which represent an additional ~14 acres along the northern frontage of Northline.
  Intent: Both the restriction of multifamily from these large blocks in addition to the restriction of multifamily from the 16.06 acres being removed from the Northline PUD (plus the potential of an additional 18 acres) for primary retail use represents a significant net decrease in potential for multifamily development throughout Northline, which aligns with current City Council objectives to increase commercial development.

- **Requested Modification:** Chapter VII definitions; Providing a definition of Common Area Space and updating the Retail and Commercial definitions.
  Intent: To clarify those definitions per Staff coordination.

- **Requested Modification:** The inclusion of a new Exhibit D, Sheet 4 to represent the Northline Minor PUD Amendment #1 (19-TOD-Z-021) street section change and exhibit notations on other sheets.
  Intent: The Exhibit D, Sheet 4 inclusion is 2 pages showing the new Thoroughfare Cross-Section Type CA-36-24 on the 2nd page (sheet 20 of 172 the original Northline Phase 1 PICP) and references on all other exhibits that contain block references or street grid information that is outdated with this amendment with the following language "*Refer to Exhibit C for updated block naming and street grid." Updated per Staff request.

EXHIBIT A

115.7076 acres of land, more or less, comprised of those three (3) certain tracts of land containing 22.781 acres, more or less, out of the William Mancil Survey, Abstract No. 437 in Leander, Williamson County, Texas, more particularly described on **Exhibit A-1** attached hereto; 47.5871 acres, more or less, in the Talbot Chambers Survey, Abstract No. 125 in Leander, Williamson County, Texas, more particularly described on **Exhibit A-2** attached hereto; and 45.3395 acres of land, more or less, more or less, in the Talbot Chambers Survey, Abstract No. 125 in Leander, Williamson County, Texas, more particularly described on **Exhibit A-3** attached hereto.

Save and Except 16.08 acres of land, more or less, more particularly described on **Exhibit A-4** and **Exhibit A-5**.

EXHIBIT A-1

Talbot Chambers Survey, Abstract No. 125

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 47.5871 ACRES (2,072,892 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 269.836 ACRE TRACT CONVEYED TO RB 270 PARTNERSHIP, RECORDED IN DOCUMENT NO. 2004036768 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 47.5871 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with "Ward-5811" cap found in the curving east right-of-way line of Mel Mathis Boulevard (right-of-way varies), and being the southwest corner of a called 9.850 acre tract conveyed to Area Leander 1 LP, recorded in Document No. 2016069577 (O.P.R.W.C.T.) and being in the north line of said 269.836 acre tract, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "Ward-5811" cap found at point of tangency in the east right-of-way line of said Mel Mathis Boulevard, and being in the west line of said 9.850 acre Area Leander 1 LP tract, bears, 24.13 feet along the arc of a curve to the right, having a radius of 999.00 feet, and whose chord bears N18°36'59"W, a distance of 24.13 feet;

THENCE, leaving the east right-of-way line of said Mel Mathis Boulevard, with the north line of said 269.836 acre RB 270 Partnership tract and the south line of said 9.850 acre Area Leander 1 LP tract, the following three (3) courses and distances:

1) **N70°42'41"E**, a distance of **938.70** feet to a 1/2-inch iron rod found for an angle point hereof,
2) **N70°36'57"E**, a distance of **53.16** feet to a 1/2-inch iron rod found for an angle point hereof, and
3) **N71°20'07"E**, a distance of **79.42** feet to a 1/2-inch iron rod found for the northeast corner hereof, said point being the southeast corner of said 9.850 acre Area Leander 1 LP tract, and being in the north line of said 269.836 acre RB 270 Partnership tract, and being in the west right-of-way line of US Highway 183A (400' right-of-way, conveyed in Document No(s). 2004068741 and 2004088731 (O.P.R.W.C.T.);

THENCE, leaving the north line of said 269.836 acre RB 270 Partnership tract, with the west right-of-way line of said US Highway 183A, over and across said 269.836 acre RB 270 Partnership tract, **S56°03'41"E**, passing at a distance of 524.73 feet a TxDOT Type II Brass Disc Monument with "CTRMA" stamp found, and continuing for a total distance of **1,299.85** feet to a 1/2-inch iron rod with "KHA" cap found for the southeast corner hereof, said point being the northeast corner of a called 100.000 acre tract, conveyed to Austin Community College District recorded in Document No. 2010030836 (O.P.R.W.C.T.), from which a TxDOT Type II Brass Disc Monument with "CTRMA" stamp found at a point of curvature in the west right-of-way line of said US Highway 183A, and being in the east line of said 100.000 acre Austin Community College District tract bears, S56°03'41"E, a distance of 724.81 feet;

THENCE, over and across said 269.836 acre RB 270 Partnership tract, with the north line of said 100.000 acre Austin Community College District tract, the following three (3) courses and distances:

1) **S33°55'23"W**, a distance of **371.76** feet to a 5/8-inch iron rod with aluminum "MWM" cap found for a point of curvature hereof,
2) **390.32** feet along the arc or a curve to the right, having a radius of **630.00** feet, and whose chord bears **S51°42'47"W**, a distance of **384.11** feet to a 5/8-inch iron rod with aluminum "MWM" cap found for a point of tangency hereof, and

3) **S69°24'42"W**, a distance of **1,157.38** feet to a 1/2-inch iron rod with "Ward-5811" cap set for the southwest corner hereof, said point being the northwest corner of said 100.000 acre Austin Community College District tract, and being in the east right-of-way line of said Mel Mathis Boulevard;

THENCE, over and across said 269.836 acre RB 270 Partnership tract, with the east right-of-way line of said Mel Mathis Boulevard, and the west line of the herein described tract the following two (2) courses and distances:

1) **N20°34'14"W**, a distance of **1,393.85** feet to a 1/2-inch iron rod with "Ward-5811" cap set for a point of curvature hereof, and
2) **22.41** along the arc of a curve to the right, having a radius of **999.00** feet, and whose chord bears **N19°55'40"W**, a distance of **22.41** feet to the **POINT OF BEGINNING**, and containing 47.5871 Acres (2,072,892 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508 47 Acre Tract.dwg)

2/1/17

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

EXHIBIT A-2

DOROTHY R. WINTERS EXEMPT FAMILY TRUST
WILLIAM MANCIL SURVEY, ASTRACT NO. 437
22.781 ACRES (992,343 SQ. FT.)

DESCRIPTION OF 22.781 ACRES (992,343 SQ. FT.) OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE WILLIAM MANCIL SURVEY, ASTRACT NO. 437, BEING A PORTION OF A 159.838 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO DOROTHY R. WINTERS EXEMPT FAMILY TRUST IN DOCUMENT NO. 2014021295 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 22.781 ACRES (992,343 SQ. FT.), BEING TWO TRACTS OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT 1:

BEGINNING at a 1/2" iron rod found in the easterly line of a 100 foot wide right-of-way for railroad purposes, quitclaimed to the City of Austin by deed of record in Volume 1417, Page 282, Official Records of Williamson County, Texas, same being the westerly line of said 159.838 Acre Tract, at the southwesterly corner of a 3.733 acre tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway – R.O.W. width varies) by deed of record in Document No. 2004068740, Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described tract;

THENCE over and across said 159.838 Acre Tract, with the southerly line of said 3.733 Acre Tract, same being the northerly line of the herein described tract the following two (2) courses:

1. N71°51'31"E, a distance of 261.37 feet to a 1/2" iron rod found;

2. N71°29'44"E, a distance of 843.54 feet to an iron rod with cap found at the most westerly corner of a 163 square foot tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway – R.O.W. width varies) by deed of record in Document No. 2010082651, Official Public Records of Williamson County, Texas;

THENCE N72°06'36"E, continuing over and across said 159.838 Acre Tract with the southerly line of said 163 square foot tract, same being the northerly line of the herein described tract, a distance of 81.22 feet to an iron rod with cap found in the westerly line of a 2.124 acre tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway – R.O.W. width varies) by deed of record in Document No. 2006066934, Official Public Records of Williamson County, Texas, at the southwesterly corner of said 163 Square Foot Tract;

THENCE continuing over and across said 159.838 Acre Tract with the westerly and southerly lines of said 2.124 Acre Tract, same being the northerly line of the herein described tract the following two (2) courses:

1. S16°45'56"E, a distance of 8.41 feet to a cotton spindle found at the southwesterly corner of said 2.124 Acre Tract ;

2. N69°57'17"E, a distance of 39.44 feet to an iron rod with G&R Cap set at the northwesterly corner of a 0.821 acre tract conveyed to The City of Leander, Texas for street right-of-way purposes (Mel Mathis Avenue – 80' R.O.W.) by deed of record in Document No. 2012077074, Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

THENCE continuing over and across said 159.838 Acre Tract with the westerly line of said 0.821 Acre Tract, same being the easterly line of the herein described tract the following two (2) courses:

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

1. S17°55'56"E, a distance of 420.33 feet to an iron rod with G&R Cap set at the point of curvature of a curve to the left;

2. Along said curve to the left, having a radius of 1079.00 feet, an arc length of 25.93 feet and a chord which bears S18°37'14"E, a distance of 25.93 feet to an iron rod with G&R Cap set in the northerly line of a 269.836 acre tract described in a deed of record to RB 270 Partnership in Document No. 2004036768, Official Public Records of Williamson County Texas, same being the southerly line of said 159.838 Acre Tract, for the southeasterly corner of the herein described tract;

THENCE with the southerly line of said 159.838 Acre Tract, same being in part the northerly line of said 269.836 Acre Tract and in part the northerly line of Lot 2, San Gabriel Park, a subdivision of record in Cabinet Y, Slides 364-367, Plat Records of Williamson County Texas, the following five (5) courses:

1. S70°42'59"W, a distance of 3.13 feet to an iron rod with G&R Cap set at the common northerly corner of said 269.836 Acre Tract and said Lot 2;

2. S71°12'01"W, a distance of 61.83 feet to a 1/2" iron rod found;

3. S69°02'16"W, a distance of 90.38 feet to a 1/2" iron rod found;

4. S70°43'16"W, a distance of 728.63 feet to a 1/2" iron rod found;

5. S70°11'21"W, a distance of 314.93 feet to a 1/2" iron rod found in the easterly line of said 100 foot wide right-of-way for railroad purposes and the westerly line of said 159.838 Acre Tract, for the southwesterly corner of the herein described tract;

THENCE N21°11'57"W, with the common line of said 100 foot wide right-of-way for railroad purposes and said 159.838 Acre Tract, a distance of 477.91 feet to the **POINT OF BEGINNING**, containing an area of 12.931 acres (563,261 sq. ft.) of land, more or less.

TRACT 2:

BEGINNING at a cotton spindle found in the westerly line of a 24.697 acre tract, conveyed to Williamson County, Texas for Highway 183-A right-of-way purposes (400' R.O.W.) by deed of record in Document No 2004068741, Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

THENCE S56°04'40"E, over and across said 159.838 Acre Tract, with the westerly line of said 24.697 Acre Tract, same being the easterly line of the herein described tract, a distance of 712.18 feet to a 1/2" iron rod found in northerly line of a 269.836 acre tract described in a deed of record to RB 270 Partnership in Document No. 2004036768, Official Public Records of Williamson County Texas, for the southeasterly corner of the herein described tract;

THENCE with the common line of said 159.838 Acre Tract and said 269.836 Acre Tract the following three (3) courses:

1. S71°18'14"W, a distance of 79.46 feet to a 1/2" iron rod found;

2. S70°37'32"W, a distance of 53.16 feet to a 1/2" iron rod found;

3. S70°42'59"W, a distance of 938.59 feet to an iron rod with G&R Cap set at the southeasterly corner of a 0.821 acre tract conveyed to The City of Leander, Texas for street right-of-way purposes (Mel Mathis Avenue – 80' R.O.W.) by deed of record in Document No. 2012077074, Official Public Records of Williamson County, Texas, for the southwesterly corner of the herein described tract;

THENCE leaving the common line of said 159.838 Acre Tract and said 269.836 Acre Tract and continuing over and across said 159.838 Acre Tract with the easterly line of said 0.821 Acre Tract, same being the westerly line of the herein described tract, the following two (2) courses:

1. Along a curve to the right, having a radius of 999.00 feet, an arc length of 24.05 feet and a chord which bears N18°37'19"W, a distance of 24.05 feet to an iron rod with G&R Cap set at the end of said curve

2. N17°55'56"W, a distance of 423.28 feet to an iron rod with G&R Cap set in the southerly line of a 2.124 acre tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway – R.O.W. width varies) by deed of record in Document No. 2006066934, Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described tract;

THENCE N69°57'17"E, continuing over and across said 159.838 Acre Tract with the southerly line of said 2.124 Acre Tract, same being the northerly line of the herein described tract, a distance of 115.16 feet to an iron rod with cap found at the southwesterly corner of a 0.808 acre tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway – R.O.W. width varies) by deed of record in Document No. 2010082651, Official Public Records of Williamson County, Texas;

THENCE continuing over and across said 159.838 Acre Tract with the southerly line of said 0.808 Acre Tract, same being the northerly line of the herein described tract, the following two (2) courses:

1. Along a curve to the left, having a radius of 1113.00 feet, an arc length of 444.24 feet and a chord which bears N59°35'56"E, a distance of 441.30 feet to an iron rod with cap found at the end of said curve;

2. N48°11'55"E, a distance of 93.35 feet to the **POINT OF BEGINNING**, containing an area of 9.850 (429,082 sq. ft.) acres of land, more or less, **FOR A TOTAL AREA OF 22.781 (992,343 SQ. FT.) ACRES OF LAND WITHIN TRACTS 1 AND 2.**

Phillip L. McLaughlin 07-19-16
Registered Professional Land Surveyor
State of Texas No. 5300

Bearings are based on the Texas Coordinate System, NAD 83, Central Zone.

G&R Surveying Project No. 16240
ATTACHMENTS: 16240 GR-ALTA.DWG

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

rahaywoo\A30811.1\NorthLine PUD.8 05/04/18

EXHIBIT A-3

EXHIBIT " " Talbot Chambers Survey, Abstract No. 125

4WARD Land Surveying
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www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 45.3395 ACRES (1,974,990 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, SAN GABRIEL PARK, A SUBDIVISION RECORDED IN CABINET Y, SLIDES 364-367 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAID 45.3395 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the east right-of-way line of the Capital Metropolitan Transportation Authority Railroad (100' right-of-way), conveyed in Document No. 2000020773 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), being the southwest corner of a called 12.931 acre tract conveyed to Area Leander 1, L.P. in Document No. 2016069577 (O.P.R.W.C.T.), and being the northwest corner of said Lot 2, for the northwest corner hereof, from which a 1/2-inch iron rod found at the intersection of the south right-of-way line of San Gabriel Parkway (right-of-way width varies), partially dedicated in Document No. 2004068740 (O.P.R.W.C.T.), and the east right-of-way line of said Railroad, bears N21°12'43"W, a distance of 477.90 feet;

THENCE, leaving the east right-of-way line of said Railroad, with the common line of said 12.931 acre tract and said Lot 2, the following four (4) courses and distances:

1) **N70°11'45"E**, a distance of **314.90** feet to a 1/2-inch iron rod found for an angle point hereof,
2) **N70°43'28"E**, a distance of **728.71** feet to a 1/2-inch iron rod found for an angle point hereof,
3) **N69°06'10"E**, a distance of **90.47** feet to a 1/2-inch iron rod found for an angle point hereof, and
4) **N71°06'42"E**, a distance of **61.67** feet to a 1/2-inch iron rod with "Ward-5811" cap set for the northeast corner hereof, being an angle point in the west right-of-way line of Mel Mathis Boulevard (right-of-way width varies), partially dedicated in Document No. 2014077239 (O.P.R.W.C.T.), and being the northeast corner of said Lot 2;

THENCE, with the west right-of-way line of said Mel Mathis Boulevard and the east line of said Lot 2, the following three (3) courses and distances:

1) **S20°36'40"E**, a distance of **1,117.48** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
2) **S20°26'00"E**, a distance of **27.68** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof, and
3) **S20°29'52"E**, a distance of **128.25** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof;

THENCE, with the east line of said Lot 2, in part being the west right-of-way line of Mel Mathis Boulevard, and in part being the west line of a called 3.827 acre tract conveyed to the City of Leander, Texas in Document No. 2014005725 (O.P.R.W.C.T.), **S20°28'10"E**, a distance of **493.39** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof, and being an angle point in the common line of said Lot 2 and said 3.827 acre tract;

THENCE, continuing with the common line of said Lot 2 and said 3.827 acre tract, the following seven (7) courses and distances:

1) **S22°49'04"E**, a distance of **50.01** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,

2) **S16°12'32"E**, a distance of **67.74** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
3) **S21°18'20"E**, a distance of **61.32** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
4) **S20°56'16"E**, a distance of **136.77** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
5) **S21°13'59"E**, a distance of **70.93** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
6) **S25°02'37"E**, a distance of **366.51** feet to a Mag nail with "4Ward Boundary" washer set for an angle point hereof; and
7) **S24°25'23"W**, a distance of **17.00** feet to a calculated point for southeast corner hereof, from which a 1/2-inch iron rod found for an angle point in the common line of said Lot 2 and said 3.827 acre tract bears S24°25'23"W, a distance of 33.09 feet;

THENCE, over and across said Lot 2, the following twenty-five (25) courses and distances:

1) **N50°07'41"W**, a distance of **60.74** feet to a calculated point for an angle point hereof,
2) **N73°38'59"W**, a distance of **66.59** feet to a calculated point for an angle point hereof,
3) **N01°56'09"E**, a distance of **123.08** feet to a calculated point for an angle point hereof,
4) **N57°13'47"W**, a distance of **201.97** feet to a calculated point for an angle point hereof,
5) **N26°00'29"W**, a distance of **171.59** feet to a calculated point for an angle point hereof,
6) **N54°28'17"W**, a distance of **188.91** feet to a calculated point for an angle point hereof,
7) **N64°34'23"W**, a distance of **73.26** feet to a calculated point for an angle point hereof,
8) **S70°35'47"W**, a distance of **116.88** feet to a calculated point for an angle point hereof,
9) **N85°17'49"W**, a distance of **101.63** feet to a calculated point for an angle point hereof,
10) **N64°04'31"W**, a distance of **40.75** feet to a calculated point for an angle point hereof,
11) **N23°03'16"W**, a distance of **40.58** feet to a calculated point for an angle point hereof,
12) **N23°06'23"E**, a distance of **108.63** feet to a calculated point for an angle point hereof,
13) **N38°35'17"W**, a distance of **36.64** feet to a calculated point for an angle point hereof,
14) **N82°04'13"W**, a distance of **84.65** feet to a calculated point for an angle point hereof,
15) **N67°25'14"W**, a distance of **33.59** feet to a calculated point for an angle point hereof,
16) **N28°42'54"W**, a distance of **32.70** feet to a calculated point for an angle point hereof,
17) **N66°18'33"W**, a distance of **60.73** feet to a calculated point for an angle point hereof,
18) **S58°21'10"W**, a distance of **86.21** feet to a calculated point for an angle point hereof,
19) **S46°19'59"W**, a distance of **131.18** feet to a calculated point for an angle point hereof,
20) **S57°26'06"W**, a distance of **63.53** feet to a calculated point for an angle point hereof,
21) **N80°03'30"W**, a distance of **169.03** feet to a calculated point for an angle point hereof,
22) **N51°26'55"W**, a distance of **123.90** feet to a calculated point for an angle point hereof,
23) **N35°13'10"W**, a distance of **149.36** feet to a calculated point for an angle point hereof,
24) **N18°38'44"W**, a distance of **183.61** feet to a calculated point for an angle point hereof,
25) **N32°05'59"W**, a distance of **222.61** feet to a calculated point for an angle point hereof, said point being in the east right-of-way line of said Railroad, and being in the west line of said Lot 2, from which a 1/2-inch iron rod with "Ward-5811" cap set in the common line of said Lot 2 and said Railroad, for the northwest corner of a called 0.548 acre right-of-way dedication conveyed in Document No. 2014003534 (O.P.R.W.C.T.), bears S21°06'14"E, a distance of 930.19 feet;

THENCE, with the east right-of-way line of said Railroad and the west line of said Lot 2, **N21°06'14"W**, a distance of **779.40** feet to the **POINT OF BEGINNING**, and containing 45.3395 Acres (1,974,990 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_45 Acre Title-Tree-Topo (2017).dwg)

3/19/18

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

rahaywoo\A30811.1\NorthLine PUD.8 05/04/18

EXHIBIT A-4

Tract One: Lots 1 through 5, Block C, and Lots 1 and 2, Block D of NORTHLINE BLOCK C AND LOTS 1 & 2, BLOCK D FINAL PLAT, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document # 2023041478 of the Plat Records of Williamson County, Texas.

Tract Two: That certain tract of land containing 11.4432 acres, more or less, out the Talbot Chambers Survey, Abstract No. 125 and the William Mansil Survey, Abstract No. 437 in Williamson County, Texas, as more particularly described on **Exhibit A-5** attached hereto.

EXHIBIT A-5

EXHIBIT " "

Talbot Chambers Survey, Abstract No. 125 &
William Mansil Survey Abstract No. 437

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Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 11.4432 ACRES (498,464 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125 AND THE WILLIAM MANSIL SURVEY ABSTRACT NO. 437 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 47.5871 ACRES TRACT AND THE REMAINDER OF A CALLED 22.781 ACRES TRACT CONVEYED TO NORTHLINE LEANDER DEVELOPMENT COMPANY, LP IN DOCUMENT NO. 2023004523 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 11.4432 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a cotton gin spindle found being the intersection of the southwest right-of-way line of U.S. Highway 183A (400' right-of-way) dedicated in Document No. 2004068741 and Document No. 2004088731 (O.P.R.W.C.T.) and the south right-of-way line of San Gabriel Parkway - County Road 276 (right-of-way varies) dedicated in Document No. 2004068740, Document No. 2006066934 and Document No. 2010082651, and being the northwest corner of said Northline Leander Development Company Tract, and being the north corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the south right-of-way line of said San Gabriel Parkway, along the southwest right-of-way line of U.S. Highway 183A and the northeast line of said Northline Leander Development Company tract **S56°03'41"E**, passing at a distance of 712.11 feet a 1/2-inch iron rod found, passing at a distance of 1,236.84 feet a Texas Department of Transportation (TxDOT) Type II concrete monument found, in all a distance of **1,521.97** feet to a 1/2-inch iron rod with "4Ward-boundary" cap set for the east corner hereof;

THENCE, leaving the southwest right-of-way line of U.S. Highway 183A over and across said Northline Leander Development Company tract the following four (4) courses and distances:

1) **S33°55'23"W**, a distance of **321.13** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
2) **N56°03'41"W**, a distance of **1,000.58** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of curvature hereof,
3) Along the arc of a curve to the left, whose radius is **75.00** feet, whose arc length is **71.32** feet and whose chord bears **N83°18'07"W**, a distance of **68.66** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of tangency hereof,
4) **S69°27'26"W**, a distance of **242.79** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof, being in the north right-of-way line of Northline Street (54' right-of-way, dedicated in Document No. 2023041478 (O.P.R.W.C.T.);

THENCE, leaving the north right-of-way line of Northline Street, in part with the east and north lines of Lot 1 and Lot 2, Block D, Northline Block C and Lots 1 & 2 Block D Final Plat, a subdivision recorded in Document No. 2023041478 (O.P.R.W.C.T.) the following three (3) courses and distances:

1) **N15°47'42"E**, passing at a distance of 196.95 feet a 1/2-inch iron rod with "4Ward-Boundary" cap set for the common east corner of said Lot 2 and said Lot 1 of Block D, in all a distance of **247.31** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,

2) **N20°32'34"W**, a distance of **244.68** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
3) **N56°05'19"W**, a distance of **90.63** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof, being in the south right-of-way line of said San Gabriel Parkway - County Road 276, being the northeast corner of said Lot 1, Block D;

THENCE, leaving the north east line of said Lot 1, Block D, with the south right-of-way line of said San Gabriel Parkway - County Road 276 the following two (2) courses and distances:

1) Along the arc of a curve to the left, whose radius is **1,113.00** feet, whose arc length is **86.10** feet and whose chord bears **N50°22'40"E**, a distance of **86.08** feet to a 1/2-inch iron rod with "Baker Aiklen" cap set for a tangent point and angle point hereof, and
2) **N48°14'14"E**, a distance of **93.39** feet to the **POINT OF BEGINNING** hereof, containing 11.4432 Acres (498,464 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_NORTHLINE BLOCKS C, D, K & H.dwg)

5/28/24

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC

EXHIBIT B
THE NORTHLINE
PLANNED UNIT DEVELOPMENT AMENDMENT #2

I. PURPOSE AND INTENT

A. The Northline PUD (the "**PUD**") consists of three (3) tracts of land containing a total of approximately 115.708 acres located in Leander, Williamson County, Texas, ~~and~~ more particularly described ~~on~~in **Exhibit "A"** attached to this PUD ~~Ordinance~~ (the "**Property**"). The PUD shall be developed as a mixed-use community that may consist of residential and commercial development. This PUD will result in significant benefits to the City, and development of the PUD is expected to add significant new tax revenues to the City's tax base, create jobs, and stimulate the overall local economy. The PUD will encourage and provide comprehensive master-planning of the Property and result in a high-quality project.

B. Except as otherwise provided in this PUD Ordinance, the Property and PUD shall be governed by the ordinances of the City of Leander (the "**City Code**"). This PUD Ordinance is intended to, and shall, supersede the City Code. In the case that this PUD Ordinance does not address a specific City requirement, the City Code shall apply to the extent it is not inconsistent with this PUD Ordinance, and in the event any amendment to the City Code adopted after the date of this PUD Ordinance is inconsistent with the provisions of this PUD Ordinance, the provisions of this PUD Ordinance shall apply. Any capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the City Code.

C. Notwithstanding any provision of this PUD Ordinance, including this **Exhibit B**, the two tracts of land containing a total of approximately 16.08 acres of land described in **Exhibit "A-4"** attached to this PUD (the "**Excluded Parcel**") is removed from and shall not be a part of the PUD or the Property.

D. The portion of the Property consisting of approximately twenty two (22) acres as depicted on **Exhibit C-2** attached hereto as the Optional Site Area shall have dual zoning, and shall be subject to both the Northline PUD Ordinance (Ordinance #) and the Northline Retail PUD Ordinance (Ordinance # 24-098-00). An owner of the Option Site Area, or portion therefor, may develop the said property in accordance with the Northline Retail PUD provided that the property is adjacent to the Excluded Parcel or is adjacent to a roadway bordering the Excluded Parcel. The owner shall submit an application for a Minor PUD Amendment removing the portion of the property from the Northline PUD and adding it to the Northline Retail PUD concurrently with the site development permit application.

II. CHAPTER 1. GENERAL INSTRUCTIONS

A. The following amendment to Chapter 1 of the Leander SmartCode shall apply:

1. 1.4.1 d. The Planning Director shall review proposed design for a building under Section 1.4.1(d) of the Leander SmartCode at the schematic design level to confirm the

proposed design will comply with the requirements of the Leander SmartCode and the provisions of this PUD Ordinance. Review of such proposed design shall be completed in a timely and expedited manner. Approval of building massing, roof form, architectural character, fenestration, sign locations, materials, and colors may also be requested by the applicant as part of the schematic design review; provided any such approvals shall be limited to those requested, and approval and issuance of a building permit in accordance with the other applicable requirements of this PUD Ordinance and the City Code shall still be required.

III. CHAPTER 2. SECTOR, COMMUNITY UNIT & TRANSECT ZONE ALLOCATION

A. Table 2A. The Transect Zone Allocation, which complies with the Leander SmartCode, shall be as reflected on the Land Use Plan attached hereto as **Exhibit "C."**

IV. CHAPTER 3. THOROUGHFARES & CIVIC SPACES

A. The following amendments to Chapter 3 of the SmartCode shall apply:

1. 3.1.12. Rear Alleys shall not be required to the extent that service uses are provided within the interior of a block and not along a Frontage, except as provided in Section 6.5.3 a (as modified below), and so long as the areas in which trash containers and receptacles are maintained on days other than when trash collection occurs are screened from the street. Such areas for trash containers and receptacles may be located within parking garages or along service drives or fire lanes internal to the development of the block. Whether rear alleys are provided, all mechanical and utility equipment, including without limitation, utility boxes, meters and other above-ground structures, shall comply with the requirements of Section 6.13.11 of the Leander SmartCode. The provisions of Section 5.3.1(B) and requirements pertaining to intersection offsets and 90 degree intersections of the City of Austin Transportation Criteria Manual shall not apply to the PUD. Section 5.3.1(D) of the City of Austin Transportation Criteria Manual, currently adopted version by the City of Leander and as amended from time to time, shall be modified to permit one-way driveways on any two-way undivided streets within the PUD. In lieu of the Driveway Criteria listed in 5.3.2 of the City of Austin Transportation Criteria Manual, currently adopted version by the City of Leander and as amended from time to time, all driveways within the PUD shall meet the following standards: Minimum width (one-way) of 10 feet; Minimum width (two-way) of 16 feet; Minimum curb return radius of 3 feet; Minimum curb return radius whereby back of curb shall not extend past a line parallel to the inner side of the sidewalk planter zone. Rear alleys for residential blocks, where needed, shall have a minimum of 16 feet of right-of-way with easements on either side of the alley of a minimum of an additional 3 feet depth and of appropriate length for above-grade transformers, utility boxes and/or meters at such locations as may be necessary to provide services to the lots as reflected in **Exhibit "D."** Alleys, where provided, shall not require fire department access, except when a block exceeds a length of 400 feet. On blocks with alleys, where the length of the block exceeds 400 feet, in lieu of providing fire department alley access, a mid-block fire hydrant and a mid-block cross-alley with a clear width of 20 to 26 feet

shall be provided, unless fire department access is achieved at the block face along the Public Frontage.

2. 3.1.13. Water quality facilities for lots, blocks, vehicular thoroughfares and Civic Spaces may include rain gardens, prefabricated water quality treatment measures as approved by the Texas Commission on Environmental Quality, or similar facilities; provided no surface ponds, rain gardens or similar surface water quality facilities shall be permitted within the public street right-of-way without the approval of the City Engineer and Planning Director; and provided that water quality facilities within public street right-of-way shall allow pedestrians to walk through them rather than require that pedestrians walk around them. Such water quality facilities installed along the surface of public street right-of-way shall not be deemed to waive the building frontage requirements of the Leander SmartCode as modified by this PUD Ordinance. All water quality facilities shall be designed and utilize Best Management Practices that comply with the Texas Commission on Environmental Quality Edwards Aquifer Recharge Zone Guidance Manual (as updated from time to time) and may involve the implementation of green infrastructure and/or low-impact development standards. Otherwise, stormwater and water quality facilities shall comply with the provisions of Section 7 or Article VI of the City's Composite Zoning Ordinance.

3. 3.1.14. Subject to confirmation by the City Engineer based on a regional drainage study to be completed by owner, it is contemplated that no retention or detention of stormwater shall be required for the Property. Stormwater management and water quality facilities may be phased to accommodate the drainage generated by the development of the portion of the Property that are served by the applicable stormwater management facilities as reflected on the Site Development Plan for each phase. In the event the regional drainage study determines retention or detention of stormwater is required for any portion of the Property, the Land Use Plan attached as "**Exhibit C**" may be modified and adjusted as necessary to accommodate retention or detention facilities, subject only to the Planning Director confirming such modifications and adjustments do not reduce the total amount of the Civic Space within the PUD or materially change the street layout within the entirety of the PUD or the relative Transect Zone percentages within the PUD.

4. 3.2.1 a. Thoroughfares – Vehicular Lanes

   a. The street types within the PUD shall be as designated on the Street Types attached as "**Exhibit D.**" All vehicular thoroughfares within the PUD shall comply with the requirements as shown on the Thoroughfare Cross-Sections attached as **Exhibit "D,"** which supersedes Table 3A of the Leander SmartCode.

   b. ~~Mel Mathis Avenue~~Main Street and College Way shall not be considered collector or arterial roadways.

5. 3.2.1 b. The Thoroughfare intersection configurations shall be based upon the Thoroughfare Cross-Sections shown on **Exhibit "D"** and Intersection Configurations shown on **Exhibit "D."** Raised street and intersections are permitted on the block

surrounding Civic Space P-1 as shown on the Key of Thoroughfare Cross-Sections attached as **Exhibit "D"** or as lay down and/or mountable curbs. In order to calm traffic, create a more pedestrian friendly environment, and denote the importance of Civic Space P-1, the roadway surface of the streets bordering Civic Space P-1 (on ~~Mel Mathis Avenue~~Main Street between Northline ~~Boulevard~~Street and William Parker Street~~ 2~~ on both sides of Civic Space P-1 between Blocks ~~H~~F and ~~K~~J as well as along Northline ~~Boulevard~~Street and William Parker Street~~ 2~~ on the north and south sides of the Civic Space P-1 that connect to Blocks B, C (the block on the east side of Main Street across from Block B that is being removed from the PUD), ~~P~~N and ~~Q~~O) and the block just to the south of the Civic Space P-1 (on ~~Mel Mathis Avenue~~Main Street, between William Parker Street~~ 2~~ and John Webster Street~~ 3~~ between Blocks ~~P~~N and ~~Q~~O) may utilize one or more of the following materials for the wearing surface: natural stone, synthetic stone, and precast pavers as recommended by the National Association of City Transportation Officials. In addition, pedestrian crosswalks may be denoted with alternative paving materials and color to distinguish them from the roadway surface, however, the texture of these materials shall be ADA compliant and shall be subject to approval of the material and pattern by the Planning Director. Other than as provided herein at Civic Space P-1, speed tables may be located at or between intersections subject only to the approval of the Planning Director. Raised street and intersections, lay down and/or mountable curbs, and speed tables shall comply with all applicable Federal, State and/or City of Leander requirements as approved by the Director of Planning.

6. 3.3.1 b. The Walkway and Planter requirements in Table 3E of the Leander SmartCode shall apply within the PUD except as follows:

(1) The owner may determine the relative widths of the Walkway and the Planters within the Public Frontage reflected on **Exhibit "D**;"

(2) The owner may provide a forecourt as shown in Leander SmartCode Table 6C(d) up to 7 feet in depth from the Public Frontage on all streets within the PUD (and from those described as the Private Frontage requirements in the Leander SmartCode at Tables 7D, 7E, and/or 8A) to provide supplementary landscaping, pedestrian oriented activities, and/or lighting, which will be maintained by the owner;

(3) The owner may provide a forecourt as shown in Leander SmartCode Table 6C(d) up to a total of 16 feet in depth from the Public Frontage street on all streets within the PUD other than 183A Toll Road to provide for outdoor patios or sidewalk café extensions of the commercial uses on the lot;

(4) The Principal Entrance for any lot or block developed with one or more buildings and for which the primary use is for a multifamily residential or hotel use shall face a frontage line, but may be setback from the Frontage line by an internal driveway and related loading and unloading and short-term parking facilities in a fourcourt that may provide an entry driveway and visitor parking for access to leasing offices or for porte-cochères or check-in and valet parking

drop-off, pick-up and delivery. The width and depth of the forecourt requires the approval of the Planning Director; and

(5) The owner of lots adjacent to any street within the PUD shall be entitled, without the necessity of any further consent, to use the Public Frontage to extend such outdoor patios or sidewalk café uses; provided, that a 4 foot minimum clear passage is maintained. Restaurant seating is permitted within up to 2 feet of the curb including under street trees when a 5 foot clear zone is provided along the face of the building. All sidewalk seating shall be allowed to serve alcohol subject to compliance with all local and state regulations. As conditions for such use of the Public Frontage, the owner shall submit to the City (i) a plan reflecting such uses for approval by the Planning Director if the same complies with the terms of this PUD Ordinance, and (ii) a License Agreement in the form attached hereto as **Exhibit "I."** Tree wells, with the option of tree grates, shall be permitted subject to approval by the Planning Director. Sidewalks may be constructed with concrete only material and/or may include pavers or such other materials as may be approved by the Planning Director, or a combination of concrete, pavers, and such other approved materials.

7. 3.3.1 c. Public Planting and Public Lighting Tables
   a. The modified Public Planting Table 3G attached in **Exhibit "G"** shall apply. In addition, the following trees shall be permitted for all vehicular thoroughfares and Civic Spaces: Cedar Elm, Drake Elm, Lacembark Elm, Bigtooth Maple, Chinquapin Oak, Monterey Oak/Mexican White Oak, Shumard Oak, Texas Red Oak, Southern Live Oak, Texas Ash, Pecan, Mexican Sycamore, and Bald Cypress. At the option of the owner, specific plantings for the PUD that are not explicitly listed on the preferred plan list maintained by the Planning Department or the Grow Green Guide for Native and Adaptive Landscape Plans as provided in Section 6.9.1(c) of the Leander SmartCode may be used subject only to the approval of the Planning Director.

   b. The modified Public Lighting Table 3H attached in **Exhibit "G"** shall apply. Lighting for landscaping by such fixtures as determined by owner shall be permitted so long as the same do not exceed 1800 lumens per fixture with the approval of the fixture specification by the Planning Director as part of the applicable Construction Plans. Bollards with internal lighting that are dark-skies compliant shall be permitted in Open Spaces and Civic Spaces to enhance visibility and pedestrian safety so long as the same do not exceed 1800 lumens per fixture with approval of the fixture specification by the Planning Director as part of the applicable Construction Plans or Site Development Permit. The lighting fixture styles as described in the modified Table 3H attached as **Exhibit "G"** may be provided for all Civic Spaces, subject to the approval of the Parks Director, and may be provided within any other portion of the PUD as determined from time to time by the owner. Column, Double Column, and Post lighting fixtures that are permitted include fixtures that contain a variety of hardware pole heights, mounting options, and lighting component output and distribution types, lenses, and lamps to address the varying lighting needs of streets, streetscapes and other locations throughout the

PUD; provided, the variation of the lighting fixtures throughout the PUD shall be limited as may be determined necessary to minimize maintenance costs and to maximize maintenance efficiencies. The type of fixture and quality of light shall be appropriate to its Transect Zone and consistent throughout each Transect Zone.

8. 3.4.2 a. The Civic Spaces within the PUD as shown on the Land Use Plan attached hereto as **Exhibit "C"** shall be public, but shall be maintained and may be improved by The Northline PUD Property Owners Association (the "**Association**"). The Association shall be a non-profit corporation of which all owners of any portion of the Property shall be members and which members shall be responsible for the payment of assessments secured by liens against such owners' portion of the Property to cover the costs of such maintenance and improvements by the Association, including without limitation, the costs of irrigation and replacement, as appropriate, of trees, landscaping, lighting, hardscape, fixtures, and equipment. The Association shall execute and deliver a Public Parks Maintenance and Improvements License Agreement in the form attached hereto as **Exhibit "K"** as a condition for the City's acceptance of the dedication of the first Civic Space(s) to the City.

9. 3.4.2 d. Recreational, playground equipment and/or playground improvements, which may consist of any play area or active use area that can be used and enjoyed by children, ~~shall~~may be provided in any of the Civic Spaces ~~P-2 & P-4~~ as indicated on the Land Use Plan attached hereto as **Exhibit "C."** The requirements of Section 3.4.2(d) of the Leander SmartCode shall not apply.

10. A Parkland Dedication and Recreation Improvement Work Plan that includes all Civic Spaces and other potential private parkland will be developed by the owner for approval by the Parks Director as of the approval of the first Preliminary Plat for land within the PUD. Among such other things as the owner may determine, such Parkland Dedication and Recreation Improvement Work Plan shall include a concept plan for each Civic Space and such other private parkland and a general narrative description of the type of design and improvements to be made to such Civic Spaces and other private parkland. The Parkland Dedication and Recreation Improvement Work Plan shall include the following for the respective Civic Spaces:

    (a) Civic Space P-1: This Civic Space functions as the central Civic Space for the PUD and the surrounding area and is proposed as a Square. Its design will support adequate space and programming to host large events that draw community members from the immediate TOD and the City of Leander. The design shall consider all ages by offering activities for children, with a potential interactive water ~~features~~feature, and a variety of seating that creates the feeling of an outdoor living room. At owner's option, the design may include an iconic architectural feature in the way of a stage and/or kiosk, ~~and~~ potential pop-up shop area, a potential playground or active use area that can be used and enjoyed by children, and/or a potential area for food trucks. The minimum program requirements for this Civic Space are areas with lawn, seasonal and perennial plantings, trees, ~~an interactive water feature,~~ benches or seating areas, paved pathways, and flexible plaza space, and programing should accommodate ample

seating space for lunchtime use. The character of Civic Space P-1 shall be the most formal of all the Civic Spaces within the PUD.

(b) Civic ~~Spaces~~Space P-2~~A and P-2B~~: ~~These~~This Civic ~~Spaces are~~Space is proposed as ~~Squares. The location of these Civic Spaces has close proximity to office and programing should accommodate ample seating space for lunchtime use~~a Square. At owner's option, the design may include a potential dog park and/or playground ~~and/or a potential area for food trucks~~component. The minimum program requirements for ~~these~~this Civic ~~Spaces~~Space are areas with lawn~~, trees~~, seasonal and perennial plantings, ~~paved pathways, and benches or seating areas. Furthermore, these Civic Spaces shall include a play area or active use area that can be used and enjoyed by children~~.

~~(c) Civic Space P-3: This Civic Space functions is proposed as a Pocket Park. At owner's option, the design may include a potential area for food trucks. The minimum program requirements for this Civic Space are areas with lawn, seasonal and perennial plantings, trees, benches or seating areas, and paved pathways.~~

~~(d) Civic Space P-4: This Civic Space is proposed as a Square. At owner's option, the design may include a potential dog park and/or playground component. The minimum program requirements for this Civic Space are areas with lawn, seasonal and perennial plantings,~~ trees, natural play areas, benches or seating areas, and paved pathways. Furthermore, ~~these~~this Civic ~~Spaces shall~~Space may include a play area or active use area that can be used and enjoyed by children.

(~~e~~c) Civic Space P-~~5~~3: This Civic Space is proposed as a Pocket Park. The minimum program requirements for this Civic Space are areas with lawn, seasonal and perennial plantings, trees, benches or seating areas, and paved pathways~~.~~

~~(f) Civic Space P-6: This Civic Space is proposed as a Pocket Park. The minimum program requirement for this Civic Space are areas with lawn, seasonal and perennial plantings, paved pathways and a dog park component~~ with the potential of an art installation.

(~~h~~d) Civic Space P-~~7~~4: This Civic Space is proposed as a Green. The minimum program requirement for this Civic Space are landscaping and a trail.

(e) Civic Space P-5: This Civic Space is proposed as a Green. The minimum program requirement for this Civic Space are landscaping and paved pathways.

B. The thoroughfares as reflected in the Land Use Plan attached hereto as **Exhibit "C"** and otherwise provided in this PUD Ordinance, including any Exceptions or Warrants reflected herein, have achieved compliance with the requirements of Section 45 of the City's Subdivision Ordinance, and pursuant to Section 1.2.3 of the Leander SmartCode, the provisions of the Leander SmartCode, as modified by this PUD shall apply. Specifically, the requirements of Section 45(a)(3), (4) and (5) of the City's Subdivision Ordinance shall not apply to the PUD. The construction of the streets within the PUD as provided in this

PUD Ordinance shall satisfy all requirements with respect to all boundary streets, and no additional improvements and no fees for the improvement of any boundary street, specifically including fees in lieu of boundary street improvements or cost contribution to any proposed or completed boundary street improvement project, shall be required, whether as conditions for approval of a Preliminary Plan, a Final Plat, a Site Development Plan, or otherwise.

C. Curb cuts for driveways, alleys, and parking access shall be permitted to and from each street within the PUD in accordance with the spacing requirements set forth in the ~~current~~ City of Austin Transportation Criteria Manual, currently adopted version by the City of Leander and as amended from time to time, which may be 200 feet from arterial streets and 50 feet from collector and all other streets. ~~However, only public streets are permitted onto the 183A Toll Road frontage per Central Texas Regional Mobility Authority requirements.~~ In addition, there shall be no more than 4 curb cuts within an entire block, and no more than 2 curb cuts per block face, with additional curb cuts approved by Warrant. There shall be no more than 1 curb cut on any block face along ~~Mel Mathis Avenue~~Main Street or Northline ~~Boulevard~~Street. Curb cuts and driveways within this PUD area along San Gabriel Parkway, ~~Street 8,~~Weathersby Street~~ 2~~, William Parker Street~~ 3~~, John Webster Street and College Way are permitted so long as they are located no closer than 100 feet from face of curb at 183A Toll Road. Driveways onto ~~San Gabriel Parkway are permitted onto the slip street. Access from the main lanes of~~ San Gabriel Parkway to the slip streets will be determined at the Construction Plan stage.

V. CHAPTER 4. NEW COMMUNITIES

A. The following amendments to Chapter 4 of the SmartCode shall apply:

1. 4.1.2-3. The Land Use Plan attached hereto as **Exhibit "C"** is a conceptual site layout and land use plan intended to visually convey the general layout for The Northline PUD and constitutes the approved Concept Plan for the Property, and supersedes and replaces any prior approved Concept Plans for any portion of the Property. **Exhibit "C"** may be amended by the owner from time to time to adjust or change the locations of the Transect Zones within the PUD. The proposed adjustments or relocations shall not result in an increase or decrease of the total area of the land within each of the Transect Zones by more than 15% from the areas reflected on the Land Use Plan attached hereto as **Exhibit "C"** on the effective date of this PUD Ordinance or to adjust or change the location of one or more of the streets or thoroughfares and the associated sidewalks or to adjust or change the size and locations of the Civic Spaces within the PUD, subject only to the Planning Director or the Planning Director's designee confirming that such adjustment or relocation does not reduce the total amount of the Civic Space within the PUD or materially change the street layout within the entirety of the PUD for such administrative approval. In addition, streets or thoroughfares may be deleted to combine blocks subject only to the approval of the Planning Director or the Planning Director's designee confirming that such deletion does not result in combined blocks in excess of the maximum perimeters provided in SmartCode Table 7A, as modified in this PUD. Moreover, the Planning Director may administratively grant approval by Warrant any other material modifications to the Land Use Plan that relate to street

locations and block sizing, particularly to address any new information related to detention requirements, if applicable, other water quality requirements, or the location of a public trail along the North Fork of Brushy Creek.

2. 4.1.3. The Land Use Plan attached as **Exhibit "C"** constitutes the approved Concept Plan for the Property and satisfies the requirements of Section 21 of Article II of the City's Subdivision Regulations. Any material changes or revisions to the Land Use Plan attached as **Exhibit "C"** shall require approval by the City Council, and any changes or revisions approved by the City Council shall constitute changes or revisions to the Concept Plan for the Property. The number of LUEs of water and wastewater capacity of utility service reflected on the Concept Plan shall not limit or restrict the density of the development of the PUD; provided, the maximum development within the PUD shall not exceed the maximum number of LUEs or water and wastewater capacity reflected on the Concept Plan on a cumulative basis unless and until adequate arrangements have been made for the provision of the additional number of LUEs or water and wastewater capacity of service required for such additional development. The Land Use Plan attached as **Exhibit "C"** contemplates that dry utilities primarily will be located in the public right-of-way subject to future agreements between the City of Leander and Pedernales Electric Cooperative as transformers and/or other electrical equipment may be located on private property.

3. 4.1.5. At owner's discretion, the PUD may be subdivided in phases, and a Preliminary Plat may be submitted for the entirety of the PUD or multiple Preliminary Plats may be submitted for portions of the PUD. Each Preliminary Plat shall be approved if it is consistent with the Land Use Plan attached as **Exhibit "C"** (as may be modified by owner as provided in this PUD pursuant to Section 4.1.2-3 above) and complies with the provisions of this PUD Ordinance and the requirements of the City's Subdivision Regulations as modified by the Leander SmartCode and this PUD Ordinance. Final Plats may be filed for all or any portion of the Property covered by a Preliminary Plat.

4. 4.6.1. The permitted Residential Density of each Transect Zone shall be calculated in terms of housing units (not including accessory units) as specified by Summary Table 7A. For purposes of density calculation, the Transect Zone areas include the private lots and thoroughfares but not land assigned to Civic Zones. No minimum residential units shall be required for any phase or building within the PUD. No maximum percentage of uses other than residential shall apply to any phase or building within the PUD; provided, a minimum of 30% of the area within the PUD shall be developed for residential uses. No maximum unit per acre or other density limitations shall apply within Transect Zones T5 or T6 within the PUD. Notwithstanding the foregoing, certificates of occupancy shall not be issued for more than a total of 100,000 square feet of space of non-residential uses within the PUD until Site Development Plans and/or building permits have been issued for a total of at least 200 residential units within the PUD~~, and certificates of occupancy shall not be issued for more than a total of 200,000 square feet of space of non-residential uses within the PUD until Site Development Plans and/or building permits have been issued for a total of at least 400 residential units within the PUD~~.

5. 4.8.1 a. The streets within the PUD and adjacent to the PUD have been designated as A-Streets, B-Streets, and C-Streets as reflected the Street Types attached as **Exhibit "D."** It is intended that development of the Frontages adjacent to A-Streets will support more pedestrian activity than the development of the Frontages adjacent to B-Streets, which allow more automobile-oriented standards, and the Frontages adjacent to 183A Toll Road, which is considered a C-Street, will be developed to accommodate the high-volume automobile-oriented traffic on 183A Toll Road. Garages or parking structures on A-Street Frontages, except as otherwise provided in this PUD Ordinance or in Leander SmartCode Section 6.7.4, as modified by this PUD Ordinance, shall meet the Principal Building definition of the City of Leander SmartCode; provided that the garage's Façade(s) are provided with an enhanced façade treatment consisting of exterior wall surfaces and openings, massings, and details that relate to adjacent building facades and produce the appearance of a building that relates to its immediate surroundings with respect to scale, materials and details. Façade openings shall be infilled with either windows, grills, or open metal grid with divisions not less than 24" on-center. Garages located along the Frontages designated in the Required Ground Floor Uses attached as **Exhibit "F"** to have retail or convertible retail space shall be designed with a liner ground floor retail use at the indicated Frontages. **Exhibit "D"** reflects the locations where the A-Street requirements of the Leander SmartCode are modified by this PUD Ordinance, including specifically Sections 6.5.3 a, 6.7.1, and 6.7.4 d below.

6. For Blocks A, B, P, and ~~S~~X, Warrants to the Leander SmartCode requirements of Table 7A have been granted by this PUD Ordinance with respect to block perimeter and block face lengths as reflected in the Land Use Plan attached hereto as **Exhibit "C."** For Blocks F and J, Warrants to the Leander SmartCode requirements of Table 7A, with respect to block perimeter and block face lengths as reflected in the Land Use Plan attached hereto as **Exhibit "C,"** shall be granted by the Planning Director so long as alleys, drives, pedestrian passages, or Civic Spaces or other public spaces are included in those blocks. The allowance for larger block sizes for these important block locations provides critical development flexibility to facilitate the best opportunity for those blocks to have as much vertical mixed use with retail/commercial on the ground floor in order to meet the intent of the Leander SmartCode. Block B shall have an intra-block pedestrian passage between San Gabriel Parkway and Northline Boulevard as determined by owner.

VI. CHAPTER 6. LOTS & BUILDINGS

A. The following amendments to Chapter 6 of the SmartCode shall apply:

1. 6.1.3. Temporary Uses.

   b. Non-food businesses. Temporary retail businesses selling non-food items and services to customers from a movable vehicle or trailer or from kiosks shall be permitted on any lot or part of the PUD, including within Civic Spaces, so long as no such temporary retail business shall remain at the same location for more than 180 days without the approval of the Planning Director. Only a notice of the

commencement of such temporary retail business within any portion of the PUD other than within a Civic Space shall be required to be filed with the Planning Director. In addition to the date of the commencement of such business, the notice shall include a layout showing the location of the moveable vehicle or trailer and any furniture, equipment, sign (other than signs on the vehicle or trailer), lighting, and/or speakers to be installed or place on the property in connection with such use. Such businesses and the movable vehicle or trailer from which such non-food items and services are provided shall comply with all other applicable requirements of the City, including specifically all building codes adopted by the City (e.g., plumbing, electrical, housing, fire, etc.) and the lighting and sound requirements of the Leander SmartCode as modified by this PUD Ordinance. The notice for any such temporary non-food retail business proposed within a Civic Space shall also be filed with the Parks Director, and such use shall be subject to the approval of the Parks Director. If any such business is not open for business for a period of more than 14 consecutive days, the vehicle, trailer, or kiosk from which such business is operated shall be removed.

c. Food businesses. Food trucks, mobile food units, mobile food establishments, temporary retail establishments, and farmer's markets (all as defined and regulated by state law) shall be permitted on any lot or part of the PUD, including Civic Spaces, so long as such uses comply with the applicable state regulations and obtain all required licenses and permits from the City, Williamson County, and Texas Department of State Health Services. Only a notice of the commencement of such temporary retail business shall be filed with the Planning Director. In addition to the date of the commencement of such business, the notice shall include a layout showing the location of the moveable vehicle or trailer or kiosk and any furniture, equipment, sign (other than signs on the vehicle or trailer), lighting and speakers to be installed or place on the property in connection with such use. In addition to complying with the applicable state regulations, such food trucks, mobile food units, mobile food establishments, temporary retail establishments, and farmer's markets, and the food trucks, mobile units, or temporary facilities from which such food products are provided, shall comply with all other applicable requirements of the City, including specifically all building codes adopted by the City (e.g., plumbing, electrical, housing, fire, etc.) and the lighting and sound requirements of the Leander SmartCode as modified by this PUD Ordinance. The notice for any such temporary food business proposed within a Civic Space shall also be filed with the Parks Director, and such use shall be subject to the approval of the Parks Director. If any such business is not open for business for a period of more than 14 consecutive days, the vehicle, trailer, or kiosk from which such business is operated shall be removed.

2. 6.1.6. The building codes adopted by the City governing construction of buildings (including without limitation, the adopted Building Code and Fire Code, including local amendments) shall apply within the areas included in the Transect Map, with the following exceptions: Buildings may be constructed to a height and number of stories in conformance with the current edition of the International Building Code (the "**IBC**") adopted by the City of Leander. In addition to the IBC requirements, however, Type III

construction utilizing wood frame erected to a height greater than 3 stories shall meet the following:

- added sprinkler requirements shall be provided in residential buildings:
  - for all rooms, closets, or storage areas 24 square feet or greater;
  - in pitched attic spaces; and
  - at balconies
- fire-resistant insulation meeting ASTM E84 standards, whether spray foam, fiber glass, mineral wool, or cellulose, or other applicable material meeting these standards, shall be provided between floors; and
- for flat roofs, fire-resistant insulation (as defined above) shall be provided underneath the roof areas where no sprinklers are needed.

Furthermore, black sprinkler pipe is not required for residential where pvc or poly, or other alternatives approved by the Fire Marshal, may be used.

3. 6.1.7. Site Development Plans
   a. Submittals shall show the following, in compliance with the standards described in Chapter 6, as modified by this PUD Ordinance:
      - Building Placement
      - Building Form
      - Building Function
      - Parking Location
      - Parking Maximums
      - Landscape
      - Light Levels
      - Sound Levels

      The inclusion of proposed Signage and Building Facades and Elevations are at the applicant's option for Site Development Plan submittals. Architecture documentation, when provided, shall describe building massing, (including roof form), fenestration and materials developed to a schematic level of design as necessary to show compliance with the standards of Chapter 6 of the Leander SmartCode as modified and otherwise provided in this PUD Ordinance.

   b. Site Development Plans for any portion of the PUD can be phased to provide for sequential construction of multiple buildings. The approval of a phased Site Development Plan shall not expire provided that the construction of at least one of the principle buildings is commenced not later than every 2 years after the initial approval of the Site Development Plan and diligently and continuously completed thereafter.

4. 6.1.8. The Planning Director may require additional information consistent with the SmartCode, as modified and otherwise provided in this PUD Ordinance, as part of the application for Site Development Plans.

5. 6.3.1 b. The building shall provide a shopfront at sidewalk level except where entrances and lobbies to upper floor uses are located, such entrances and lobbies shall not occupy more than 20% of the frontage along the block face. A building's, or use's, public amenity areas may also be located along the Retail Frontage. The shopfront shall

be 50% minimum glass between 2 feet and 12 feet above the sidewalk, and may be shaded by an awning, gallery, or arcade overlapping the sidewalk as generally illustrated in Table 6C and Table 6D. The measurement for minimum glass areas shall include window framing members not exceeding 2 inches in elevation. Shopfronts in Blocks ~~P~~N, ~~Q~~O, ~~Y,~~T and ~~Z~~U, however, are permitted to have a 40% minimum glass area between 2 feet and 12 feet above the sidewalk. Awnings, if present, shall be 3 feet minimum depth and shall clear the sidewalk vertically by 7 feet. The ground floor of buildings along the Frontages indicated on the Required Ground Floor Uses attached hereto as **Exhibit "F"** shall be constructed to provide for common area space, commercial, retail or restaurant uses, or be constructed to allow for future conversion to retail/commercial or restaurant uses ("**Convertible Space**"); however, ~~all~~a minimum of 50% of the ground floor of buildings along Frontages adjacent to Block ~~J~~I (Civic Space P-1) shall be constructed to provide for retail ~~or restaurant~~/commercial uses, or common area space, at initial occupancy, except by Warrant. The minimum requirements for retail/commercial uses at the ground floor of these blocks allows for flexibility to have the highest potential to develop the most impactful vertical mixed-use projects, with superior building and streetscape aesthetics along with uses within the building at important ground floor building frontages that align with the intent of the pedestrian-oriented walkability inherent in the Leander SmartCode. The distinctions between the requirements along each block frontage relate to each block's proximity to the rest of the main retail areas within the overall Northline project. Convertible Space shall be provided with a minimum dimension of 11 feet from the floor to ceiling; provided, however, for uses other than retail or restaurant uses located in the space prior to conversion, an infill, raising the first floor may be installed that results in a finished ceiling height of less than 11 feet. Convertible Space shall have a 2nd-floor construction assembly that will provide the necessary fire separation between the upper floor use(s) and the future ground floor retail or restaurant use(s). To achieve the aforementioned fire separation, additional material may be added to the floor assembly at the time of conversion; however, it shall not require wholesale reconstruction of the 2nd-floor floor structure. The ground floor façade along the Public Frontage of Convertible Space shall be capable of having its ground floor fenestration modified to achieve a minimum glass area of 50% within a zone measured between 2 feet and 12 feet above the finished floor, without requiring major structure modifications to the building; however, shopfronts at Convertible Spaces located in Blocks ~~P~~N, ~~Q~~O, ~~Y,~~T and ~~Z~~U are permitted to have a 40% minimum glass area between 2 feet and 12 feet above the sidewalk prior to the conversion for retail or restaurant use. A Live-Work unit shall meet the requirement for a retail or restaurant use or Convertible Space.

6. 6.4.2 f. Facades shall be built parallel to a rectilinear Principal Frontage Line or to the tangent of a curved Principal Frontage Line, and along a minimum percentage of the Frontage width within the front setback range, as required by this PUD. Prior to the expiration of a 15-year period from the effective date of this PUD Ordinance (the "**Interim 15-Year Condition**"), surface parking lots may be constructed along the Frontage and shall be excluded from the Frontage Buildout ~~requirements~~requirement so that initially the Frontage ~~Buildout~~Building requirements do not need to be met and the blocks within the PUD may be constructed in phases in accordance with the other provisions of the City of Leander SmartCode, subject to Section 6.7.1 as modified by

this PUD Ordinance and as shown in **Exhibit "F."** . The phasing of development of each block, however, shall contemplate and provide for the location of future building locations that meet City of Leander SmartCode Frontage Buildout requirements after the expiration of the Interim 15-Year Condition and when the surface parking lots are replaced with garages or parking structures, and, therefore, no approval for any building will be granted by the City during the Interim 15-Year Condition that would allow a building that would not meet the Leander SmartCode Frontage Buildout requirements as modified by this PUD Ordinance. However, approval for "interim" buildings may be granted during the Interim 15-Year Condition that otherwise would not meet the Leander SmartCode Frontage Buildout requirements, subject to the approval of the Planning Director. After the expiration of the Interim 15-Year Condition, all new Site Development Plans shall meet the Frontage Buildout requirements (for all blocks, including the development of any portion of a block not meeting the Frontage Buildout requirements at that time as the result of the construction of surface parking lots). Notwithstanding the foregoing, Block ~~D is only required to have a 40% Building Frontage requirements along San Gabriel Parkway and along the 183A Toll Road (for the viability of retail uses in Block D) and Block BB~~X is only required to have a 60% building Frontage requirement along College Way. Furthermore, the exercising of the parking lot location provisions in Section 6.7.1 of the Leander SmartCode, as modified by this PUD Ordinance, shall not be limited by minimum Frontage Buildout requirements of the Leander SmartCode, as modified by this PUD Ordinance and as shown in **Exhibit "D."**

7. 6.4.2 f. The Frontage Buildout requirements shall apply to the total Frontage of each block and not to the Frontage of each lot within the PUD.

8. 6.4.2 g. Setbacks for Principal Buildings shall be as shown in the Summary Table 7A attached as **Exhibit "G,"** except as otherwise provided for in Section 3.3.1 b of the Leander SmartCode, as modified above. In the case of a single infill lot, setbacks shall match one of the existing adjacent setbacks if it conforms to the range provided for its Transect Zone.

9. 6.5.1 d. Building heights, setbacks, and extension lines shall conform to Table 6B of the Leander SmartCode; provided that no minimum number of stories is required in the T6 Transect Zone for commercial buildings with primary retail uses. Table 7A of the Leander SmartCode is modified to not require a minimum numbers of stories in the T6 Transect Zone.

10. 6.5.1.e. Lower commercial floor to ceiling height may be approved by Warrant.

11. 6.5.3 a. Frontages for B-Streets, C-Streets, along the western perimeter of the Property along and immediately adjacent to the railroad right-of-way or the North Fork of Brushy Creek, and A-Streets identified on **Exhibit "D"** may have loading docks and service areas fronting the streets within the 2nd layer as long as they are screened and/or contain a service door that shall be treated architecturally. Any architectural treatment of service doors, whose design shall be compatible with and architecturally integrated into the building façade within which it is located. The architectural treatment of service

doors is subject to the review and approval of the Planning Director when located along A-Street and B-Street Frontages as referenced above. There is no minimum or maximum number of loading docks and service areas within the PUD, and the number of loading docks and service areas will be determined by the owner at the time of submission of applications for Site Development Permits or Building Permits. Mixed-use buildings may share loading spaces and trash collection facilities, provided they are sized according to the types and intensity of uses. Within a given block, multiple buildings may share common loading and trash collection facilities provided the location can adequately service the individual uses. Each off-street loading space shall consist of a rectangular area not less than 12 feet wide and a minimum length of 30 feet long, with a vertical clearance of not less than 14 feet. Loading and trash collection facilities may be integrated within the interiors of blocks and share access drives and aisles with vehicle parking. Truck maneuver spaces may utilize and overlap into parking aisles and access areas but shall not overlap with vehicle parking spaces. Parked service vehicles shall not block access to vehicle parking spaces.

12. 6.5.3 b. In the absence of a building facade along any part of a Frontage line, a hedge, fence, or wall shall be built coplanar with the facade. The foregoing shall not be construed to waive the building Frontage requirements of the Leander SmartCode as modified by this PUD Ordinance.

13. 6.5.3 c. A first level residential or lodging function may be raised from average sidewalk grade.

14. 6.7.1. Surface parking (including both temporary parking and surface parking during the Interim 15-year Condition) and parking in garages or parking structure may be provided for use by the occupants, visitors, or customers of any building where that parking is located on another adjacent or nearby block or lot. Upon the expiration of the Interim 15-Year Condition, the approval of any Site Development Plan for the development of any portion of a block for which surface parking is provided on another lot, or for the portion of the block on which such surface parking is located, shall be subject to such surface parking being removed or replaced with a garage or parking structure in compliance with the Leander SmartCode as modified by this PUD Ordinance. This condition shall not be interpreted to require a garage or parking structure where such garage or parking structure is not otherwise needed on a particular block to the extent that particular block achieves the required Frontage Buildout after the Interim 15-Year Condition. The parking for any office, retail, restaurant, or other non-residential use may be provided by parking spaces located in a surface parking lot, garage, or parking structure on the same block or on adjacent or nearby blocks. During the Interim 15-Year Condition period, surface parking is permitted to extend into the 2nd layer along certain A-Street Frontages as identified on **Exhibit "F."** At Frontages of B-Streets C-Streets, or along the western perimeter of the Property along and immediately adjacent to the railroad right-of-way, surface parking may extend into the 2nd layer. At the specific A-Streets locations identified on **Exhibit "D,"** one double-loaded surface parking aisle up to 80 feet in width (measured parallel to street) may be located within the 2nd layer. For all surface parking lots along Frontages of any street, the surface parking lot shall be screened with a hedge, fence, wall, berm, 5-year

projected maturity evergreen planted materials, or other method approved by the Planning Director meeting the requirements of the Section 6.7.1 b of the Leander SmartCode as modified by this PUD Ordinance. Only one surface parking lot is permitted on each Frontage of a block.

15. 6.7.4 a. To the extent there is temporary surface parking to be used when a permanent garage or parking structure is being completed and parking is temporarily being displaced, the masking or screening requirement for surface parking shall not apply during the construction of the permanent garage or parking structure and such temporary parking shall not be required to be paved so long as an all-weather surface is provided, so long as such temporary parking shall not be used for a period in excess of 18 months. Temporary surface parking lots shall not be required to meet the Parking Lot Design requirements in Section 9.2.0 of the City of Austin Transportation Criteria Manual, currently adopted version by the City of Leander and as amended from time to time, and shall be permitted to be paved with gravel; provided, that accessible parking space requirements continue to be met with spaces the design and construction of which comply with all applicable state and federal accessibility requirements. All surface parking shall provide direct pedestrian access to buildings and/or the Frontage.

16. 6.7.4 d. Garages or parking structures are permitted at Frontages along B-Streets, C-Streets, or along the western perimeter of the Property along and immediately adjacent to the railroad right-of-way or the North Fork of Brushy Creek, and are exempt from the liner building requirements and the enhanced façade design requirements of Section 4.8.1 of the Leander SmartCode as modified by this PUD Ordinance. Garages and parking structures with Frontages along A-Streets shall have liner buildings lining the first and second stories of the garage or parking structure along those Frontages. In lieu of a liner building along A-Streets, a garage or parking structure may extend into the 2nd layer if an enhanced façade treatment complying with Section 4.8.1 a of the Leander SmartCode, as modified above, is provided. A garage or parking structure without liner uses or an enhanced façade treatment is permitted to extend into the 2nd layer of A-Streets at the specific locations identified on **Exhibit "D,"** provided the length of any garage or parking structure along the indicated Frontages is limited to 185 feet maximum per block.

17. Fire lanes and zones will be required to comply with the current City ordinances and codes and approved by the Fire Marshall; provided, all required markings may be provided by striping or by signage in lieu of striping.

18. Section 9 of the City of Austin Transportation Criteria Manual, currently adopted version by the City of Leander and as amended from time to time, shall be modified as follows:
    a. 9.2.0 #1 Parking lots and garages within the PUD shall be constructed in accordance with the dimensions in Table 9-2 Alternative Parking Lot and Garage Criteria, including for retail uses, without the approval of the Director, or the Director equivalent for the City of Leander. Compact spaces and parallel spaces that are within the PUD shall be constructed in accordance with the dimensions

provided in Table 9-1 Parking Lot Criteria. Compact parking is limited to a maximum of ~~20~~30% of the total parking provided in the private realm.

b. 9.2.0 #4 Tandem parking shall be provided in accordance with the Transportation Criteria Manual Section 9.2.0 #4 with the following exceptions:
   (1) Tandem parking may be provided for within parking lots and garages serving mixed-use buildings that provide valet service.
   (2) When tandem parking spaces are provided within a parking lot or structured garage, both spaces may be unenclosed.

c. 9.2.0 #6 Signs and curb markings delineating Fire Zones and turning radii for access for fire department apparatus is to be as approved by the Fire Marshall.

d. 9.2.0 #15 Parking Bays are recommended not to exceed 350 feet in length.

e. 9.2.0 #16 Trees and curbed landscape areas shall not be required within temporary parking lots within the PUD.

f. 9.3.0 #1 The Table at the end of Section 25-6-592 of the Austin Land Use Development Code shall apply to determine the minimum size of loading spaces for uses within the PUD.

g. 9.3.0 #3 Loading vehicles may utilize the public right-of-way for back-in maneuvers.

h. 9.4.0 #3 A minimum 10 foot bypass lane (12 feet maximum) may be provided adjacent a queue lane(s) to allow for vehicles an opportunity to circumvent a drive-through or drop-off activity in order to exit the site.

i. 9.5.0 #1 The minimum separation between the edge of the street pavement and the first conflict point within a parking area shall be determined according to the requirements listed in the Section 5 of the TCM. In the case where on-street parking is provided, the throat length noted may be reduced by the width of the on-street parking space.

j. 9.5.0 #7 Parking directly in front of a building lobby entrances or pedestrian pass-throughs is discouraged. Parking (on-street or within parking areas) may be provided along the reminder of the Building Frontage. Passenger loading/unloading zones may be provided at building lobby entrances or pedestrian pass-throughs.

k. 9.5.0 #9 Continuous vehicular travel ways at block interiors that provide building entries should be no more than 600 feet in length, preferably no more than 400 feet in order to discourage high speeds and to reduce conflicting vehicular and pedestrian movements.

l. 9.8.0 Valet parking/queuing within the PUD may be provided within parking areas (both on-street and off-street) of mixed-use and commercial blocks as approved by the Owner.

19. 6.8.1 a. There are no Parking Minimums or Maximums required within the PUD. One bicycle space shall be provided for every 20 vehicular parking spaces in the public right-of-way within the PUD, or as approved by Planning Director, and which can be located within the Public Frontage or Private Frontage. These spaces may be placed in any block (as approved by owner of that block) or civic spaces (as approved by owner) throughout the PUD. One bicycle space shall be provided for every 30 vehicular parking spaces in the private realm for multifamily, office and Civic projects, or as approved by Planning Director. Bicycle spaces shall be identified on applicable City approved plan sets.

20. 6.12. The Master Signage Guidelines for the PUD attached hereto as **Exhibit "J"** represent the signage vision for the PUD. Sign types not allowed by right in the Leander SmartCode may be approved as Warrants or Exceptions by the Planning Director to modify Section 6.12 (and Table 6D) of the Leander SmartCode with approval of a Master Sign Plan.

21. 6.13.1 a. Building walls shall be stone (or synthetic equivalent as approved by the Planning Director), brick, stucco, split-faced block (foundations only), or siding (except foundations). Metal panels may be used for infill or decorative panels and storefronts. Metal panels may be used elsewhere for building walls, as a secondary or primary material, provided they are appropriate to the building's architectural character and may be approved by Warrant. EFIS is permitted on elevations and above the first floor of facades.

22. 6.13.1 c. Any stone material shall be unpainted.

23. 6.13.1 f. Lintels or soldier courses in masonry walls at Frontages shall be detailed to appear structural and shall be masonry, concrete (including precast concrete, cast stone, and glass-fiber reinforced concrete (GFRC) or steel.

24. 6.13.2. Simplicity of massing: A building's primary massing shall be composed of a single volume or multiple volumes that establish a clear hierarchy of form. Secondary massing elements, including, but not limited to, bays, towers, oriels and dormers, may be used to augment the primary massing.

25. 6.13.2 b. Building walls shall show no more than two primary materials on any exterior wall, not counting the foundation nor secondary materials used for trim, lintels, sills, opening surrounds, cornices, water tables, band courses and minor details. A primary material of a different color, texture, finish, pattern etc. that is used as an accent or trim material shall not be considered an additional material. An additional number of building wall façade materials may be approved by Warrant. For the purposes of this paragraph, building facades that are subdivided into multiple architectural expressions (i.e. employing more than one architectural style or character to create the appearance of multiple buildings) shall be treated as multiple buildings, each of which may include up to two primary materials. The visually heavier material shall be below the lighter one. A lighter color material may be used below a darker color material if it is detailed in a manner that suggests that it is heavier. Alternate building wall colors may be approved by Warrant. Vertical joints between different primary materials utilized within the building's primary massing shall occur at inside corners, except for conditions where a vertical joint between primary materials at a non-inside corner is consistent with the architectural style, which may be approved by Warrant. Wall designs and materials on the same building shall be consistent on all facades facing frontages.

26. 6.13.2 c. Brick shall be detailed and laid to resemble load-bearing construction, provided, however non-loading bearing coursings may be utilized where brick is used as

part of a façade detail, including but not limited to decorative panels, opening surrounds, cornice or frieze elements, parapets and pier and pilaster details.

27. 6.13.2 f. Lintels or soldier courses in masonry walls at Frontages shall be detailed to appear structural. Brick soldier courses may not be used in-lieu of a lintel, except where a continuous soldier course band is part of the detailing of the overall façade and runs across the head of an opening.

28. 6.13.2 g. Freestanding masonry piers shall be a size appropriate to the load they are supporting. 12 inches by 12 inches (nominal dimensions) minimum are required, except that smaller piers may be approved by Warrant.

29. 6.13.2 h. Building material colors shall be appropriate to the style of the building or Central Texas historic precedent, except paint colors which may be any color. Alternate building material colors may be approved by Warrant.

30. 6.13.3 a. Fences in the first and second layers shall be wood (painted or with an opaque stain) or metal, and may have masonry or stucco piers. The style of metal fencing is subject to the approval of the Planning Director. Chain link fencing is prohibited along Frontages.

31. 6.13.3 b. Garden walls in the first and second layers shall be stone (or synthetic equivalent as approved by the Planning Director), brick, or stucco.

32. 6.13.5 a. When facing Frontages, exterior doors shall be wood and/or clad wood and/or vinyl for single-family residential buildings and shall be wood, clad wood, steel, vinyl and/or extruded aluminum for multi-family residential or commercial buildings.

33. 6.13.5 b. When facing Frontages, garage doors shall be wood, clad wood, metal, composite, PVC (if approved by the Planning Director), or vinyl that resembles wood at arm's length provided the door has a traditional style as approved by the Planning Director.

34. 6.13.5 c. When facing Frontages, windows shall be manufactured from wood, vinyl-clad wood, aluminum clad wood , vinyl and/or solid PVC ~~(~~, provided that PVC windows shall be permitted only if approved by the Planning Director~~) that is indiscernible from wood at arm's length~~. For multi-family residential buildings, windows may also be extruded aluminum or hollow steel frame. Highly reflective glass and mirror glass are not permitted in windows at Frontages.

35. 6.13.5 d. Storefronts shall be wood, simulated wood ~~that is indistinguishable from wood at arm's length~~, custom metalwork, hollow steel frame, or extruded aluminum detailed in such manner as appropriate to the building's style, or built-up using mullions and trim elements to provide additional variation in sightlines, depth, and shadow lines. Other storefront materials may be approved by Warrant.

36. 6.13.6 a. Doors shall be side-hinged or top and bottom hinged, except garage doors, which may be sectional. Sliders shall not be visible from Frontages. The style of the doors facing Frontages shall match the building style. Doors, except garage doors, shall be, or appear to be, constructed of planks, or rail-and-stile with raised or recessed panels (not flush with applied trim). All-glass doors (frameless or with top and bottom rails) are permitted on non-single-family residential buildings. Sliders are prohibited at frontages.

37. 6.13.6 c. Ratio of openings to wall: Openings percentages of the façade area of each floor along Frontages shall be appropriate to the style of the building. Each floor of each façade shall be assessed independently.

38. 6.13.6 d. Windows shall be single-hung, double-hung, triple-hung, casement, or fixed. Hopper or awning windows are permitted within fixed window assemblies. Fixed or operable transoms are permitted as part of window assemblies. The style of the windows, including the proportions of window openings and subdivision of glass areas shall match the building style. Flush mounted windows are prohibited. Sliders are prohibited at Frontages.

39. 6.13.6 e. Windows in masonry and stucco walls shall be inset a minimum of 2" (two inches) from the exterior wall plane. (measurement is from the exterior face of wall, excluding the depth of any window surrounds, to the outer most face of the window frame, brick mold, or panning trim, whichever surface is closest to the exterior wall plane). The foregoing does not apply to walls clad with siding.

40. 6.13.6 f. Glazing of shopfronts shall be a minimum 50% of the area between 2 feet and 12 feet above the sidewalk (the Shopfront Glazing Zone) for buildings with a first floor floor-to-floor height of 16 feet or more. Where the first floor floor-to-floor height is less than 16 feet, the top of Shopfront Glazing Zone shall reduce in height an amount equal to the reduction of the first floor floor-to-floor height below 16 feet.

41. 6.13.6 i. Wood (or simulated wood, if approved by the Planning Director) casing trim, when used, shall be 3-½ inches wide minimum except on masonry, or stucco walls. Brick shall not be visible between a door or window and its casing. Head casing shall be equal to or taller than the jamb casing.

42. 6.13.6 j. In general, surround trim used at the principal entry trim should be more substantial than the surround trim at other adjacent window or door openings except, where the architectural character or style of the façade dictates that other openings (e.g. at a piano nobile, openings at retail Frontage) receive a more substantial treatment.

43. 6.13.7 a. Sloped roofs that are visible from Frontages, thoroughfares, or Civic Spaces shall be metal, slate, wood shakes, tile (clay, concrete or metal), asphalt, fiberglass, or equivalent synthetic or better.

44. 6.13.7 c. Eaves shall be wood, other paintable weather resistant materials equal in appearance to smooth painted wood, cementitious bead board, synthetic stucco, or EIFS.

Vinyl and sheet aluminum is prohibited. The eave return cap shall be built of continuous, un-seamed metal flashing.

45. 6.13.7 e. Dormer jamb material should be a solid casing assembly from the window to the corner of the dormer wall. Siding as jamb material on dormers is prohibited. Brick shall only be used for a dormer face when it forms a parapet at the top of the dormer or is in plane with, and/or is an extension of the below building façade.

46. 6.13.8 c. Roofs of Principal Buildings, where sloped, shall be a symmetrical gable or hip with a slope of 4:12 to 7.5:12, except where a roof with greater or less slope is consistent with the architectural character or style of the building.

47. 6.13.8 d. "Flat" roofs are permitted in Transect Zones T4, T5, and T6, and shall be surrounded by a parapet wall extending above the highest point of the roof deck a height at least high enough to provide for adequate waterproofing and screen roof top equipment visible from Frontages, thoroughfares, or Civic Spaces. Along elevations fronting an alley or interior of a block, the parapet may be omitted along the low-side of a low sloping roof to allow for a gutter.

48. 6.13.8 e. Ancillary roofs where sloped may, but shall not be required to, be between 1/3 and 1/2 the principal roof slope, except where a roof with greater or less slope is consistent with the architectural character or style of the building.

49. 6.13.8 f. Gables shall not overlap except when the smaller gable is part of a balcony, bay, porch, or entrance. The stepping of a gable roof that occurs where the building's principal mass changes in height or width shall not be considered an overlap for the purposes of this paragraph.

50. 6.13.8 h. Eaves shall be built to a depth and level of detail appropriate to the architectural style or character of the building on gabled and hipped roofs. Eave lines shall be simple and continuous, both horizontally and vertically. Eaves shall return around the corner and die into the wall without the common "pork chop" return. Brackets, when used, shall extend to the back of the fascia or horizontal trim board running along the leading edge of soffit. The design shall provide for a frieze board of the appropriate depth and detail along the bottom of the eave when it is appropriate to the building's architectural style. Formal styles may have closed eaves if appropriate to the style of the building, but vernacular buildings should have open eaves. Exposed rafter tails shall not exceed 6 inches in height.

51. 6.13.8 i. The upper-most portion of the façade on buildings with a flat roof shall be articulated to provide an appropriate termination of the façade against the sky that is appropriate to the style of the building. Such articulation can include, but is not limited to band courses, decorative and/or stepped or sloping parapet treatments, cornices, material changes, accent masonry bond patterns and material plane changes that create shade and shadow.

52. 6.13.8 j. Along Frontages, dormers shall be placed 3 feet minimum from exterior face of side building walls. Dormers shall have roof trim beginning at the window head and shall be composed of a head casing, soffit, and fascia at a minimum. Siding shall not be used above a window head except in the triangular space enclosed by the pediment of a gable front dormer. The body of a single-window dormer shall be vertically proportioned or square. Dormer roofs shall have eave and soffit details, and overhang dimension that are appropriate to the architectural style of the building. Dormer windows shall be slightly shorter than typical windows in the floor below.

53. 6.13.9 a. Columns and posts shall be made of wood, PVC, CPVC, fiberglass, fly ash, composite metal, exposed steel and/or architectural grade metal, stone (or synthetic equivalent), precast concrete and cast stone. Extruded aluminum is prohibited.

54. 6.13.9 b. Porch beams shall be clad in painted wood, PVC, CPVC, fiberglass, paintable exterior grade synthetic trim materials indiscernible from painted wood when viewed at arm's length, fiber-cement, fly ash, stone, concrete, stucco EIFS, or exposed steel. The grain or texture, if visible, shall be horizontal.

55. 6.13.9 c. Porch ceilings shall be painted wood, fiber-cement, simulated bead-board PVC, fly ash, drywall, (except facing Main Street) or stucco.

56. 6.13.9 d. Balcony and porch railings shall be wood, PVC, architectural urethane, fiber-cement, fly ash, precast concrete, cast stone or metal. PVC and architectural urethane materials shall be in shapes and profiles that match traditional wood railing members.

57. 6.13.10 a. Columns shall have entasis. Where classical columns are used, the Orders shall be with correct proportions and profiles according to the American Vignola. In addition, buildings may utilize custom column designs that are derived from the classical orders, or that make use of new, customized orders that, while deriving their proportions from that classical orders, are dissimilar in their detailing.

58. 6.13.10 e. Posts, when used in lieu of columns at a porch, arcade, or gallery, shall be a minimum of 6 inches by 6 inches minimum when viewed in plan.

59. 6.13.10 f. Porches and stoops at single-family buildings must be 12 inches minimum above the adjacent sidewalk elevation. Porches shall be a minimum of 7 feet deep.

60. 6.13.10 h. Balconies facing Frontages may cantilever a maximum of 3 feet from the face of the building. Deeper balcony projections may be permitted if they have a visible means of support, including, but not limited to, brackets, or cables, or as approved by the Planning Director. Deeper balcony projections are permitted as needed to satisfy ADA requirements.

61. 6.13.10 i. Railings shall have horizontally proportioned top rails and vertically proportioned bottom rails (except metal railings), with the bottom rails clearing the floor. Pickets shall be centered on the rails and spaced no farther apart than permitted by the

IBC. Balustrades shall be in accordance with the American Vignola, or with an alternative design that may be approved by Warrant.

62. 6.13.10 k. Screens are permitted on stoops and porches at Frontages.

63. 6.13.11 a. Warrants granted by the Planning Director are presumed for HVAC equipment, utility meters, ~~satellite dishes,~~ permanent grills, ~~window air conditioning units and~~ and other mechanical equipment ~~shall~~that are visible from Frontages, but shall be screened, when supported by findings of fact, particularly if consistent with other previously approved projects within the PUD. Window air conditioning units and satellite dishes may not be ~~located at~~visible from Frontages ~~except as otherwise provided for in Section 6.13.11 b of the Leander SmartCode, as modified below. Mechanical~~. Warrants granted by the Planning Director are presumed for mechanical equipment ~~shall not~~that vent to Frontages ~~except make-up air grilles utilizing decorative grilles or screens compatible with the buildings architectural character may be permitted in~~, when supported by findings of fact, particularly if consistent with other previously approved projects within the PUD, and reasonable efforts will be used to match appearance of venting material to the ~~front~~adjacent façade ~~of ground floor space for retail or retail convertible spaces~~paint or surface color. Water meters are permitted to be flush with the ground Frontages.

64. 6.13.11 b. ~~Site~~Warrants granted by the Planning Director are presumed for site utility structures located above the surface, such as transformers, ~~shall not be~~that are located in front of the building, when supported by findings of fact, particularly if consistent with other previously approved projects within the PUD. Above-surface utility structures~~, located in locations other than in front of the building,~~ shall be screened from Frontages using landscaping or fences, hedges or walls. Utility boxes and conduits on exterior walls shall be painted to match the wall or their visibility otherwise minimized. Meter rooms and utility vaults that meet the requirements of the Leander SmartCode, as modified by this PUD Ordinance, may be permitted if approved by the provider(s) of the applicable utility service(s).

65. Water quality ponds may be constructed with earthen berms, engineered gravity walls comprised of concrete and stone materials, stone (including but not limited to ledgestone, fieldstone, or cast stone), and textured or stamped (irrespective of color) flat concrete for elements that may need to be cast in place such as splitter boxes or bridge abutments as approved by the City Engineer. The interior of splitter boxes may be concrete only material as approved by the City Engineer.

66. Blocks A and B are restricted from multifamily use unless that use is approved by the Planning Director as the highest and best use for development.

B. Lots within the PUD shall comply with the requirements the Leander SmartCode, as modified by this PUD Ordinance. For clarity, but without limiting the generality of the foregoing, the requirements of Section 45(b)(8), (9), (10), (11), (12) and (15) of the City's Subdivision Ordinance shall not apply to the PUD.

C. The blocks within the PUD may be platted as one or more lots and the maximum lot width requirements of the Leander SmartCode shall not apply.

D. The attached modified Building Function Table 6E and Specific Function & Use Table 6F attached as **Exhibit "G"** shall apply within the PUD.

VII. DEFINITIONS OF TERMS

A. ~~A.~~ 8.1 **Accessory Use**: Uses customarily incidental to any permitted primary use, including without limitation, kiosks, leasing offices, fitness centers, spas, restaurants, conference or meeting centers, community centers or halls, carriage houses, private garages, storage buildings, or sheds. Accessory uses for a hotel include a cocktail lounge or bar.

~~B. 8.1~~

B. 8.1 **Common Area Space** is to be defined as private multifamily or condominium amenities, to potentially include: leasing office, clubroom, lobby, conference center, co-working space, fitness center, or business center.

C. 8.1 **Retail** and **Commercial** are equal in definition and specifically include premises available for the sale of goods or services. The Retail definition does not include Lodging as it relates to Chapter 6 requirements. The Commercial definition includes live/work units.

D. 8.1 **Single Family Attached Use**~~.~~: Single-family dwelling units comprised of 3 or more adjacent units that share a common wall or walls between any 2 units. Single Family Attached Use includes townhouses and duplexes.

VIII. SUBDIVISION ORDINANCE AND ROADWAY ADEQUACY STANDARDS

A. Any Subdivision Plat or Site Development Plan submitted for the phases of the development of the PUD that comply with the requirements of this PUD Ordinance shall be deemed to have satisfied the requirements of Chapter 10, Exhibit A (Subdivision Regulations) of the City's Code of Ordinances, and the improvements associated with this PUD meet the requirements of the Roadway Adequacy Regulations of Article 10.03 of the City's Code of Ordinances.

B. Section 40 (c) Coordinated Design.

(2) The street system reflected in the Land Use Plan attached hereto as **Exhibit "C"** has been designed to safely and efficiently service multiple modes of transportation including automobiles, bicycles, and pedestrians, and is designed for a hierarchical increase in capacity based on land use. To avoid concentration of traffic on individual thoroughfares, streets have been designed as a connective network that allows traffic to be disbursed onto many streets. Similarly, the blocks served by the street network should have multiple points of access to disperse vehicles as well as provide multiple

access points for pedestrians from the center of blocks to the surrounding streets. Street design, including lane widths, should be designed to encourage slower travel speeds for the safety of pedestrians and bicyclists.

(4) The PUD includes a mix of uses and at varying densities in close proximity in order to create an attractive and walkable environment that offers residents and visitors an array of options within easy walking distance. To that end, differing uses and densities will be located within the same block, with similar uses and densities located opposite each other along portions of individual streets.

C. Section 42(b) Policy. Except as modified by this PUD Ordinance, as the same may be amended for a specific area or thoroughfare, all transportation improvements within the PUD shall be designed in accordance with the City's Transportation Plan, the City of Austin's Transportation Criteria Manual (as ~~currently~~the same may be amended from time to time, save and except those provisions as excepted in Section 42(b)(1); provided at the option of the owner, all transportation improvements within the PUD may be designed in accordance with the same standards used for the design and construction of the then existing transportation improvements within the PUD), and the Leander SmartCode.

D. Section 42(c) Street Lighting. Street lighting shall be installed by the developer for all new streets within the PUD, and may be designed and constructed in accordance with the modified Standard Lighting Pole Detail #402-I attached hereto as **Exhibit "H"**. Any alternate street light fixture will be submitted with the Construction Plans application or with the Site Development Plan application for review by the Planning Director.

E. Section 42(d) Street Signage. Street signs shall be installed by the developer at all intersections within and immediately adjacent to the PUD, and street signs may be designed and constructed to allow street identification signage to be mounted separately from the traffic control signage. Alternate street signs will be submitted with the Construction Plans application or with the Site Development Plan application for review by the Planning Director.

F. Section 45(b)(11) Corner Lots.

(ii) Corner lots shall be allowed access from all adjacent streets regardless of classification and the provisions of Section 45(b)(11)(ii) shall not apply within the PUD.

(iii) Corner residential lots shall be a minimum of 5 feet wider than the average interior lot within the same block.

G. Section 45(b)(i) Building Setback Lines. The building setback lines are not required to be shown on the plat, but if shown, shall conform to the requirements of the Leander SmartCode, as modified by this PUD Ordinance.

0 120' 240'

GRAPHIC SCALE 1"=120'

NOTES:

1. THIS CONCEPTUAL SITE LAYOUT AND LAND USE PLAN IS CONCEPTUAL AND DOES NOT CONSTITUTE PLAT OR SITE PLAN APPROVAL. SITE DEVELOPMENT PLANS WILL BE SUBMITTED TO THE CITY FOR REVIEW AS PROVIDED IN THE PUD ORDINANCE.
2. APPROVAL OF THE CONCEPT PLAN DOES NOT CONSTITUTE STREET NAME APPROVAL. STREET NAMES ARE REVIEWED AT TIME OF PRELIMINARY PLAT.
3. THE EXISTING OPEN CHANNEL ALONG 183A TOLL WILL BE TRANSITIONED TO CLOSED CONDUIT.
4. ANY STREET CONNECTION TO 183A TOLL ROAD FRONTAGE ROAD REQUIRES CTRMA APPROVAL.
5. PHASING TO BE DONE AS PROVIDED IN THE PUD ORDINANCE.
6. PARK AND CIVIC SPACES TO BE PROVIDED AS DESCRIBED IN THE PUD ORDINANCE.
7. TIA FEES ARE NOT REQUIRED PER THIS PUD.
8. NORTHLINE PUD; SECTORS: S2-STATION SECTOR, WITH A PORTION CHANGING FROM S1-GENERAL SECTOR TO S2-STATION SECTOR; TRANSECT ZONES T4,T5 AND T6
9. THE BOUNDARY STREET IMPROVEMENT FEES OTHERWISE REQUIRED FOR SAN GABRIEL PARKWAY, OR ANY OTHER STREET LOCATED WITHIN OR ADJACENT TO THE NORTHLINE PUD WILL BE REQUIRED UNLESS A DEVELOPMENT AGREEMENT WAIVES THE FEES.
10. LOTS SHOWN ON ADJACENT ACC PROPERTY ARE PRELIMINARY & NOT YET PLATTED.
11. ALLEY BREAK, PRIVATE DRIVE, OR PEDESTRIAN PASSAGE TO OCCUR ALONG SOUTH FACE OF BLOCK X TO MAINTAIN THE INTENT OF THE SMARTCODE. EXACT LOCATION TO BE DETERMINED BY OWNER.
12. ALLEY BREAK, PRIVATE DRIVE, OR PEDESTRIAN PASSAGE TO OCCUR ALONG SOUTH FACE OF BLOCK J TO MAINTAIN THE INTENT OF THE SMARTCODE. EXACT LOCATION TO BE DETERMINED BY OWNER. ALTERNATIVELY, THE BLOCK COULD BE DIVIDED BY A PUBLIC STREET AND/OR A PORTION OF THE BLOCK COULD BE ADDED TO THE AREA REMOVED FROM THE NORTHLINE PUD.

LEGEND

T6 URBAN CORE ZONE 51.98 ACRES*	(60.17%)
T5 URBAN CENTER ZONE 22.23 ACRES*	(25.73%)
T4 URBAN CENTER ZONE 12.18 ACRES*	(14.09%)
TOTAL AREA: 86.38 ACRES*	(100.00%)

- CIVIC SPACE (18.79% OF TOTAL AREA) 16.23 ACRES
- EXISTING PROPERTY LINE
- EASEMENT
- PROPOSED THOROUGHFARE (R.O.W.)
- FLOW LINE
- SIDEWALK
- PROPOSED SECONDARY TRAIL
- 100 YEAR FLOODPLAIN PROPOSED (POST FEMA MAP REVISION)
- 100 YEAR FLOODPLAIN EXISTING
- CONTOUR (GRADE) ELEVATION 1'-0" INCREMENT
- PROPOSED INTERSECTION AT EXISTING STREET

*NOTE:FINAL ACREAGE SUBJECT TO CHANGE PENDING COORDINATION WITH APPROVED STREET SECTIONS

BLOCK ID	TRANSECT ZONES
BLOCK A	T5, T6
BLOCK B	T5, T6
BLOCK E	T4, T5
BLOCK F	T4, T5, T6
BLOCK I	T6
BLOCK J	T6
BLOCK L	T4, T5
BLOCK M	T4, T5
BLOCK N	T5, T6
BLOCK O	T5, T6
BLOCK P	T5, T6
BLOCK R	T4, T5
BLOCK S	T6
BLOCK T	T5, T6
BLOCK U	T5, T6
BLOCK V	T4, T5
BLOCK W	T4, T5
BLOCK X	T5, T6
BLOCK Y	T6

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TBPE Firm No. 928

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BRADLEY M. WILKINS 141652 LICENSED PROFESSIONAL ENGINEER

8/5/2024

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

CONCEPT PLAN, CONCEPTUAL SITE LAYOUT AND LAND USE PLAN

NORTHLINE CONCEPT PLAN EXHIBIT C

CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

CP-24-003

No.	REVISIONS	DATE	BY

Plotted By: Wilkins, Bradley Date: August 05, 2024 05:37:09pm File Path: K:\AUS_Civil\069218102-Northline Master Subdivision\Cad\Plan Sheets - Concept Plan\C - Concept Plan.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

SAN GABRIEL PARKWAY

BLOCK A

BLOCK B

BLOCK C

BLOCK D

BLOCK E

BLOCK F

BLOCK I

BLOCK J

BLOCK L

BLOCK M

BLOCK N

BLOCK O

BLOCK P

BLOCK R

BLOCK S

BLOCK T

BLOCK U

BLOCK V

BLOCK W

BLOCK X

BLOCK Y

DOCTOR JENNINGS STREET (54' R.O.W.)

MAIN STREET (70' R.O.W.)

DOCTOR MILLER STREET (54' R.O.W.)

U.S. HIGHWAY 183

NORTHLINE STREET (54' R.O.W.)

MAIN STREET (28' R.O.W.)

WILLIAM PARKER STREET (54' R.O.W.)

SCHOOLEY STREET (52' R.O.W.)

BIRKEMEIER STREET (52' R.O.W.)

JOHN WEBSTER STREET (52' R.O.W.)

PULLMAN STREET (52' R.O.W.)

MAIN STREET (60' R.O.W.)

WEATHERSBY STREET (54' R.O.W.)

SMITH ROAD (45' R.O.W.)

COLLEGE WAY (60' R.O.W.)

COLLEGE WAY (57' R.O.W.)

NORTHLINE STREET (54' R.O.W.)

Redbud Street (60' R.O.W.)

MAIN STREET (R.O.W. VARIES)

METRO DRIVE (BY OTHERS)

OPTIONAL SITE AREA ADJACENT TO EXCLUDED PARCEL (22.0985 ACRES)

N

W

E

S

0 120' 240'

GRAPHIC SCALE 1"=120'

No.	REVISIONS	DATE	BY

Kimley»Horn

10814 JOLLYVILLE ROAD AVALON IV SUITE 200 AUSTIN, TX. 78759

PHONE: 512-418-1771 FAX: 512-418-1791

WWW.KIMLEY-HORN.COM

TEXAS REGISTERED ENGINEERING FIRM F-928

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BRADLEY M. WILKINS 141652 LICENSED PROFESSIONAL ENGINEER

10/28/2024

KHA PROJECT	068588069
DATE	OCTOBER 2024
SCALE	AS SHOWN
DESIGNED BY:	BMW
DRAWN BY:	JML
CHECKED BY:	BMW

EXHIBIT C-2
OPTIONAL SITE AREA EXHIBIT

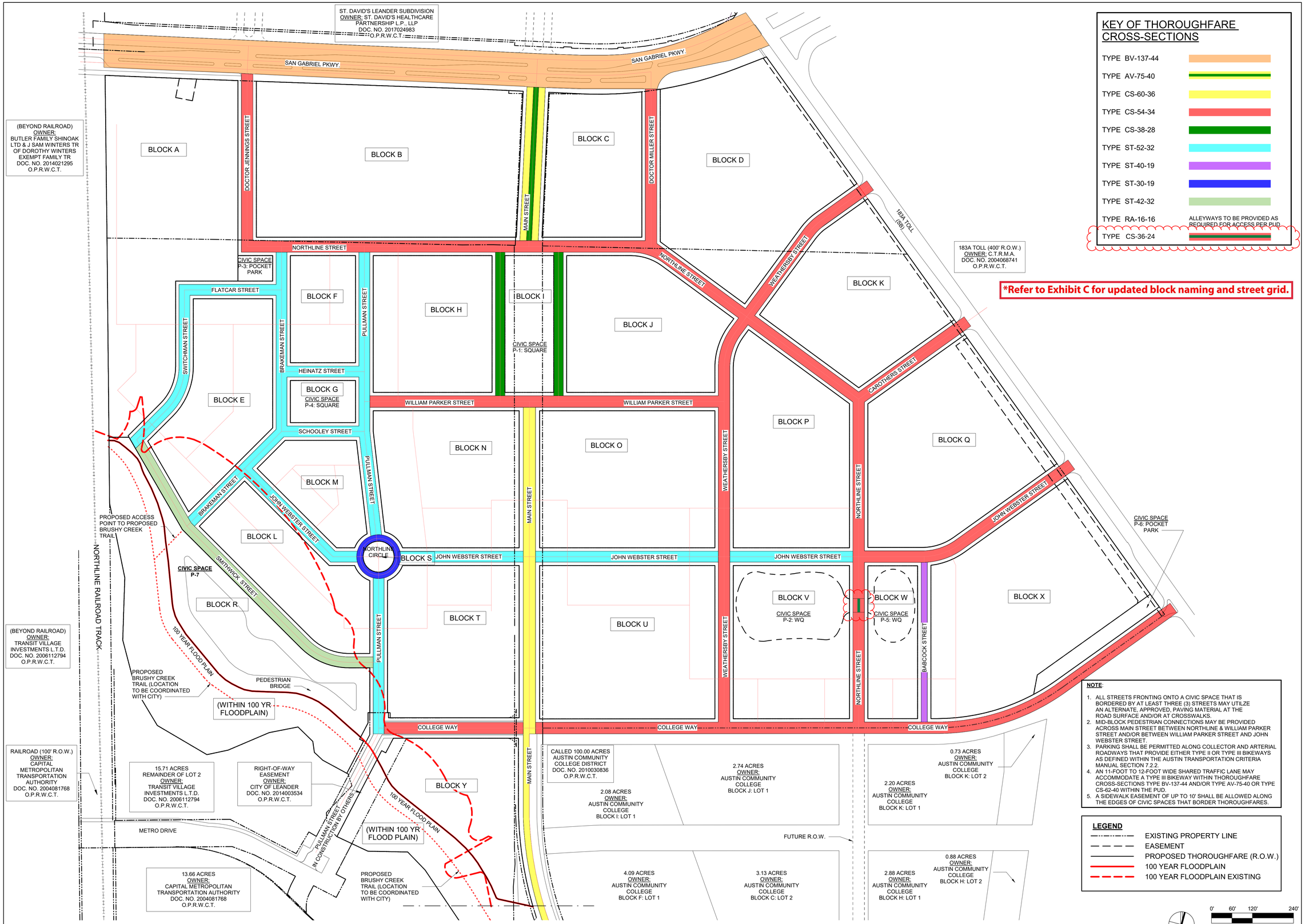
NORTHLINE

CITY OF LEANDER

WILLIAMSON COUNTY, TEXAS

Plotted By: Wilkins, Bradley Date: October 28, 2024 04:51:22pm File Path: K:\AUS_Civil\068588102-Northline Master Subdivision\Cad\Plan Sheets - Concept Plan\Optional Site Area Exhibit.dwg

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



KEY OF THOROUGHFARE CROSS-SECTIONS

TYPE BV-137-44	
TYPE AV-75-40	
TYPE CS-60-36	
TYPE CS-54-34	
TYPE CS-38-28	
TYPE ST-52-32	
TYPE ST-40-19	
TYPE ST-30-19	
TYPE ST-42-32	
TYPE RA-16-16	ALLEYWAYS TO BE PROVIDED AS REQUIRED FOR ACCESS PER PUD
TYPE CS-36-24	

NOTE:

1. ALL STREETS FRONTING ONTO A CIVIC SPACE THAT IS BORDERED BY AT LEAST THREE (3) STREETS MAY UTILZE AN ALTERNATE, APPROVED, PAVING MATERIAL AT THE ROAD SURFACE AND/OR AT CROSSWALKS.
2. MID-BLOCK PEDESTRIAN CONNECTIONS MAY BE PROVIDED ACROSS MAIN STREET BETWEEN NORTHLINE & WILLIAM PARKER STREET AND/OR BETWEEN WILLIAM PARKER STREET AND JOHN WEBSTER STREET.
3. PARKING SHALL BE PERMITTED ALONG COLLECTOR AND ARTERIAL ROADWAYS THAT PROVIDE EITHER TYPE II OR TYPE III BIKEWAYS AS DEFINED WITHIN THE AUSTIN TRANSPORTATION CRITERIA MANUAL SECTION 7.2.2.
4. AN 11-FOOT TO 12-FOOT WIDE SHARED TRAFFIC LANE MAY ACCOMMODATE A TYPE III BIKEWAY WITHIN THOROUGHFARE CROSS-SECTIONS TYPE BV-137-44 AND/OR TYPE AV-75-40 OR TYPE CS-62-40 WITHIN THE PUD.
5. A SIDEWALK EASEMENT OF UP TO 10' SHALL BE ALLOWED ALONG THE EDGES OF CIVIC SPACES THAT BORDER THOROUGHFARES.

LEGEND

- EXISTING PROPERTY LINE
- EASEMENT
- PROPOSED THOROUGHFARE (R.O.W.)
- 100 YEAR FLOODPLAIN
- 100 YEAR FLOODPLAIN EXISTING

0' 60' 120' 240'
SCALE: 1" = 120'-0"

NORTHLINE PUD

SWC 183A &
SAN GABRIEL PARKWAY
LEANDER, WILLIAMSON COUNTY, TEXAS

OWNER/MASTER DEVELOPER:

AREA LEANDER 1 LP
2501 TARRYHILL PLACE
AUSTIN, TEXAS 78703
ATYNBERG@TYNBERG.COM
CONTACT: ALEX TYNBERG

LAND USE ATTORNEY:

GRAVES DOUGHERTY HEARON & MOODY
401 CONGRESS AVENUE
SUITE 2200
AUSTIN, TEXAS 78701
(512) 480-5600
CONTACT: R. ALAN HAYWOOD

MASTER PLANNER:

DAVID M. SCHWARZ ARCHITECTS
1707 L ST NW SUITE 400
WASHINGTON, DC 20002
(202) 862-0777
CONTACT: MICHAEL SWARTZ, AIA

ENGINEER:

BIG RED DOG ENGINEERING | CONSULTING
2021 EAST 5TH ST, SUITE 200 (OFFICE)
815-A BRAZOS ST, #219 (MAIL)
AUSTIN, TX 78701
(512) 669-5560
CONTACT: BAILEY HARRINGTON, P.E.

SURVEYOR:

4WARD LAND SURVEYING
2201 WOODWARD ST, STE. 2201
AUSTIN, TEXAS 78744
(512) 537-2384
CONTACT: JASON WARD, R.P.L.S.

LANDSCAPE ARCHITECT:

DESIGN WORKSHOP
800 BRAZOS STREET, SUITE 490
AUSTIN, TEXAS 78701
(512) 499-0222
CONTACT: LAURA BRYANT

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PUD

NOT FOR CONSTRUCTION

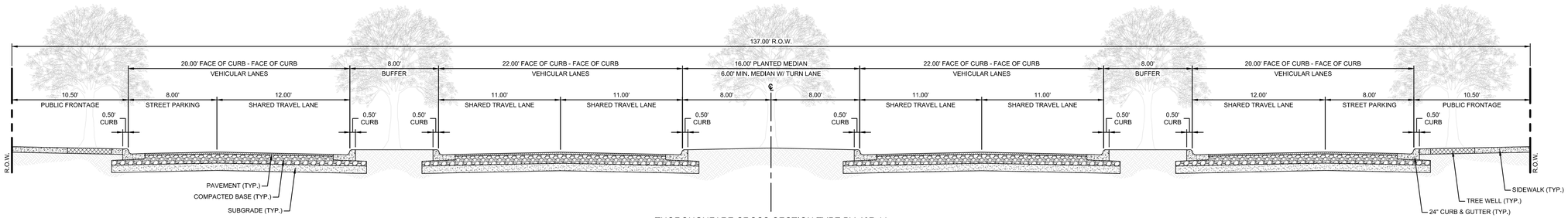
ISSUED: June 19, 2019

SHEET TITLE:

EXHIBIT D

THOROUGHFARE CROSS SECTIONS KEY PLAN

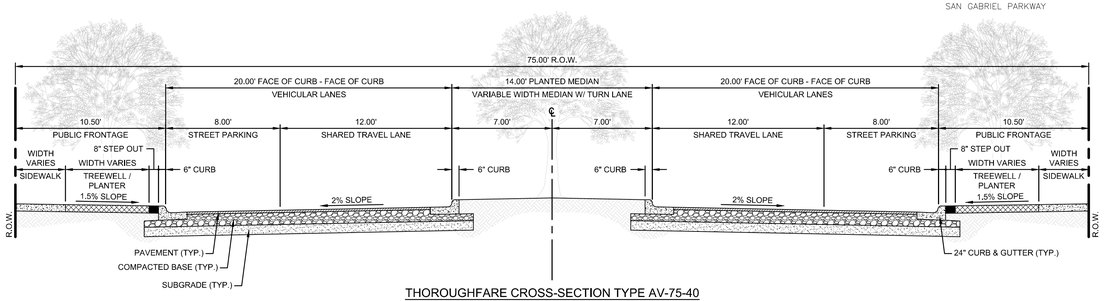
SHEET NO.: 4



THOROUGHFARE CROSS-SECTION TYPE BV-137-44

SCALE: N.T.S.

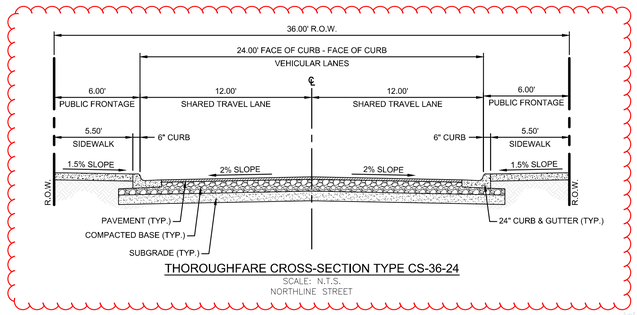
SAN GABRIEL PARKWAY



THOROUGHFARE CROSS-SECTION TYPE AV-75-40

SCALE: N.T.S.

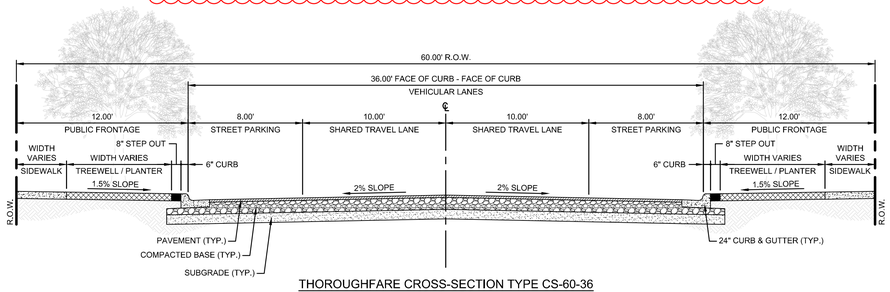
MAIN STREET



THOROUGHFARE CROSS-SECTION TYPE CS-36-24

SCALE: N.T.S.

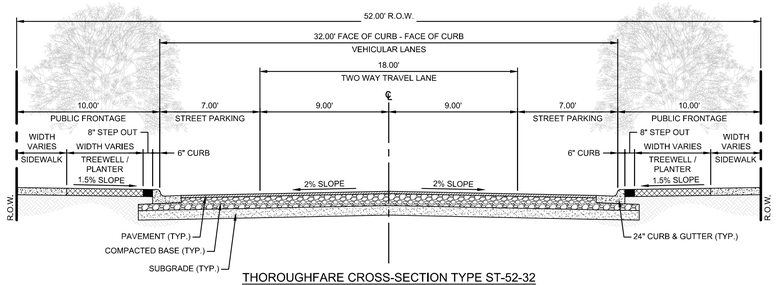
NORTHLINE STREET



THOROUGHFARE CROSS-SECTION TYPE CS-60-36

SCALE: N.T.S.

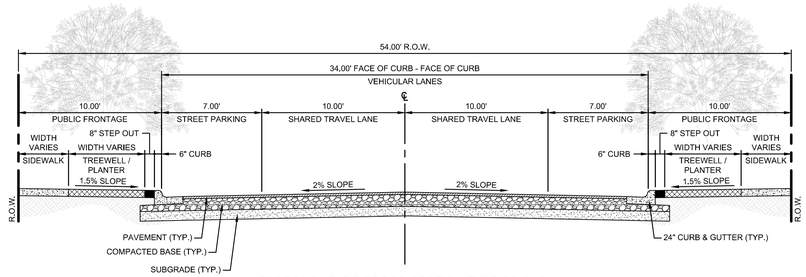
MAIN STREET



THOROUGHFARE CROSS-SECTION TYPE ST-52-32

SCALE: N.T.S.

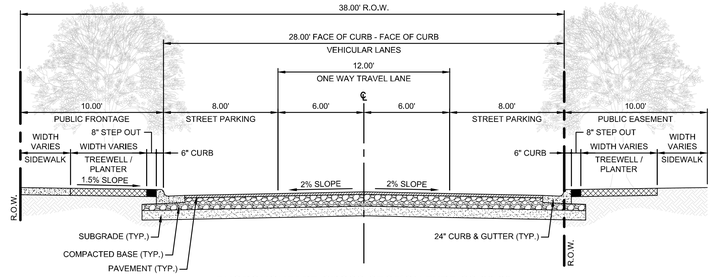
JOHN WEBSTAER STREET, WEATHERSBY STREET



THOROUGHFARE CROSS-SECTION TYPE CS-54-34

SCALE: N.T.S.

COLLEGE WAY, NORTHLINE STREET, WILLIAM PARKER STREET, WEATHERSBY STREET



THOROUGHFARE CROSS-SECTION TYPE CS-38-28

SCALE: N.T.S.

MAIN STREET

FLEXIBLE PAVEMENT SECTION:

4" HOT-MIX ASPHALT, TYPE "D", SURFACE COURSE
12" FLEXIBLE BASE, BASE COURSE
TENSAR TX5 (GEOGRID)
8" MOISTURE CONDITIONED SUBGRADE

RIGID PAVEMENT SECTION:

7" REINFORCED CONCRETE
12" FLEXIBLE BASE
8" MOISTURE CONDITIONED SUBGRADE

NOTES:

- PAVEMENT DESIGN IS BASED UPON ONSITE SOIL CONDITIONS AND TRAFFIC PROJECTIONS AS PROVIDED BY ARIAS GEOPROFESSIONALS, INC IN GEOTECHNICAL REPORT DATED JANUARY 3, 2018 (ARIAS PROJECT No. 2017-687).
- FLEXIBLE BASE, GEOGRID, AND SUB-BASE TO EXTEND 1' (MIN.) PAST BACK OF CURB FOR SOILS WITH PI OF 20 OR LESS, 3' FOR ALL OTHER SOILS.
- SLOPES FROM BACK OF CURB TO RIGHT-OF-WAY SHALL BE 2% UNLESS OTHERWISE INDICATED ON THE GRADING PLAN.
- CONTRACTOR SHALL VERIFY PAVEMENT SECTIONS WITH GEOTECHNICAL ENGINEER PRIOR TO CONSTRUCTION. WANTMAN GROUP INC. MAKES NO REPRESENTATION OR WARRANTIES IN REGARD TO THE GEOTECHNICAL INFORMATION CONTAINED HEREIN.

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

FIRM NO. F-15085
WGI
WGInc.com
210.860.9224
5710 W. HAUSMAN RD., SUITE 115 SAN ANTONIO, TEXAS 78249

PROJECT:

NORTHLINE - PHASE 1
SWC 183A & SAN GABRIEL PARKWAY
LEANDER, WILLIAMSON COUNTY, TEXAS 78641

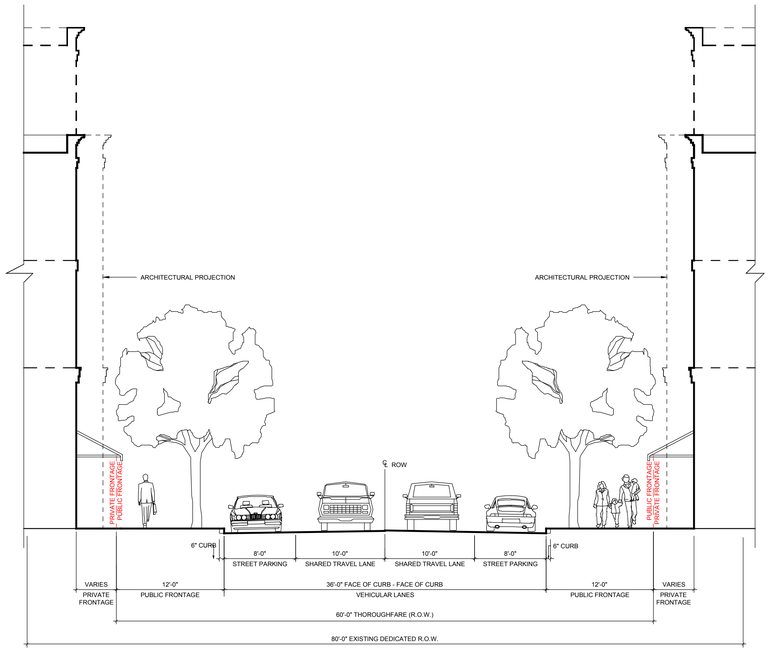
SHEET TITLE:

TYPICAL STREET SECTIONS

SHEET
20
20 OF 172

PLAT NO. --

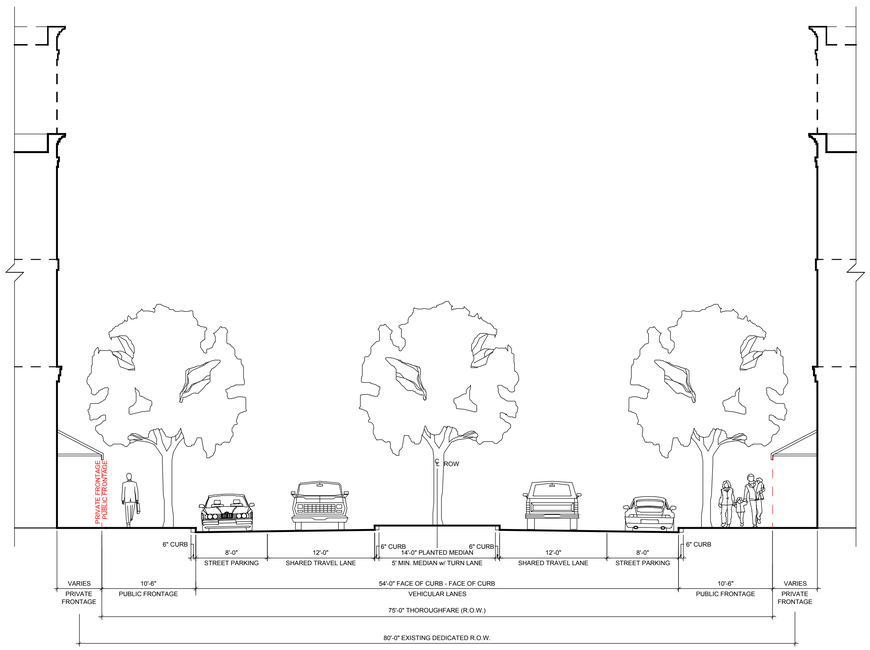
FILE NAME: 30174028 - 19_OVERALL_ROADWAY_PLAN.DWG
LAST MODIFIED BY: PATRICK WIGGINS
LAST MODIFIED ON: 11/19/2019 9:21:15 AM
PLOTTED BY: PATRICK WIGGINS
PLOTTED ON: 11/19/2019 9:21:44 AM
PLOTTED WITH: NONE
PLOTTED AT: 1" = 1'



THOROUGHFARE CROSS-SECTION TYPE CS-60-36

4 X-D5

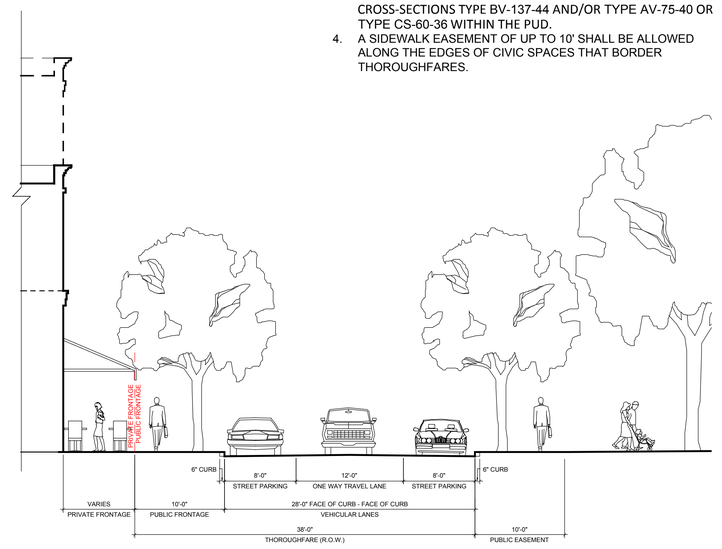
1/8" = 1'-0"



THOROUGHFARE CROSS-SECTION TYPE AV-75-40

2 X-D5

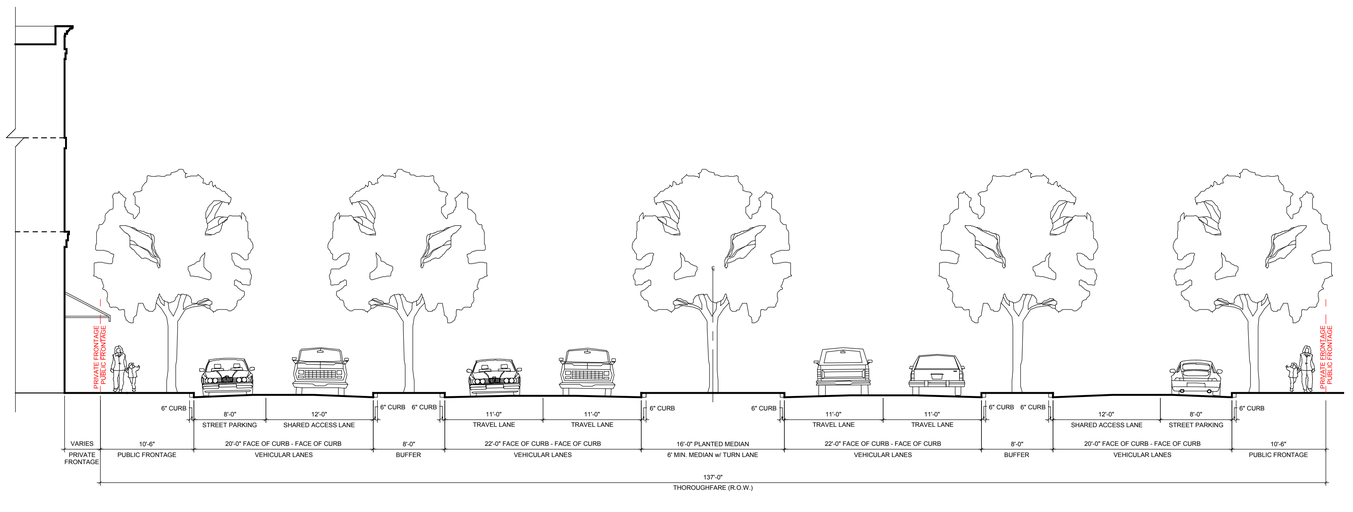
1/8" = 1'-0"



THOROUGHFARE CROSS-SECTION TYPE CS-38-28

3 X-D5

1/8" = 1'-0"



THOROUGHFARE CROSS-SECTION TYPE BV-137-44

1 X-D5

1/8" = 1'-0"

NOTE: EXISTING CENTERLINE OF ROW IS MAINTAINED.

0 4' 8' 16'

SCALE: 1/8" = 1'-0"

NOTE:

1. ALL ROADWAY DIMENSIONS ARE MEASURED TO FACE OF CURB. ON-STREET PARKING SPACES ARE MEASURED TO INCLUDE ANY GUTTER LOCATED ALONG THE CURB.
2. PARKING SHALL BE PERMITTED ALONG COLLECTOR AND ARTERIAL ROADWAYS THAT PROVIDE EITHER TYPE II OR TYPE III BIKEWAYS AS DEFINED WITHIN THE AUSTIN TRANSPORTATION CRITERIA MANUAL SECTION 7.2.2.
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4. A SIDEWALK EASEMENT OF UP TO 10' SHALL BE ALLOWED ALONG THE EDGES OF CIVIC SPACES THAT BORDER THOROUGHFARES.

NORTHLINE PUD

SWC 183A &
SAN GABRIEL PARKWAY
LEANDER, WILLIAMSON
COUNTY, TEXAS

OWNER/MASTER DEVELOPER:

AREA LEANDER 1 LP
2501 TARRYHILL PLACE
AUSTIN, TEXAS 78703
ATYNBERG@TYNBERG.COM
CONTACT: ALEX TYNBERG

LAND USE ATTORNEY:

GRAVES DOUGHERTY HEARON & MOODY
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SUITE 2200
AUSTIN, TEXAS 78701
(512) 480-5600
CONTACT: R. ALAN HAYWOOD

MASTER PLANNER:

DAVID M. SCHWARZ ARCHITECTS
1707 L ST NW SUITE 400
WASHINGTON, DC 20002
(202) 862-0777
CONTACT: MICHAEL SWARTZ, AIA

ENGINEER:

BIG RED DOG ENGINEERING | CONSULTING
2021 EAST 5TH ST, SUITE 200 (OFFICE)
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PUD

NOT FOR CONSTRUCTION

ISSUED: MAY 16, 2018

SHEET TITLE:

EXHIBIT D

THOROUGHFARE CROSS SECTIONS (1 OF 2)

SHEET NO.:

5

0 4' 8' 16'

SCALE: 1/8" = 1'-0"

NOTE:

1. ALL ROADWAY DIMENSIONS ARE MEASURED TO FACE OF CURB. ON-STREET PARKING SPACES ARE MEASURED TO INCLUDE ANY GUTTER LOCATED ALONG THE CURB.
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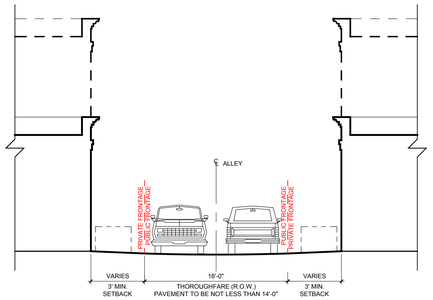
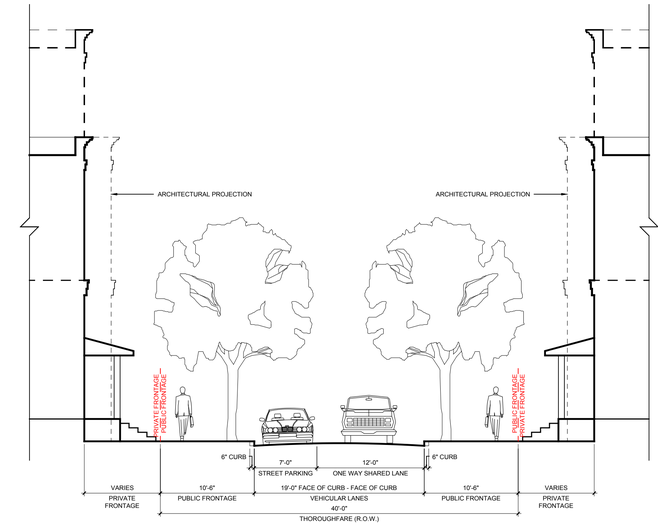


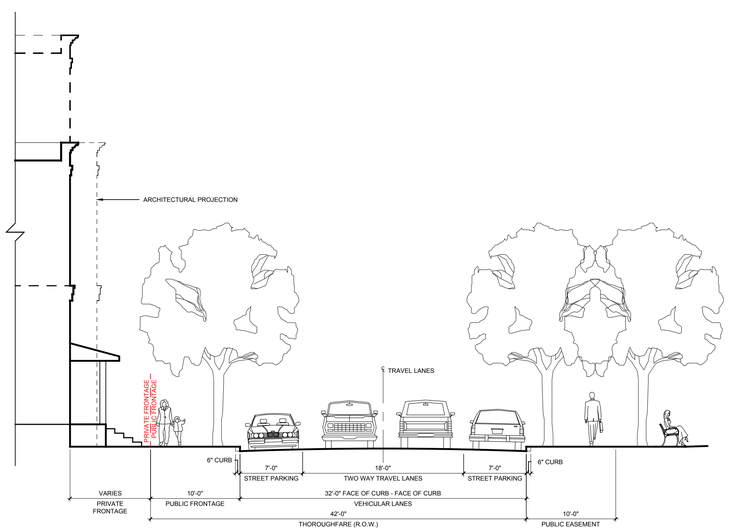
THOROUGHFARE CROSS-SECTION TYPE RA-16-16 (5 X-D6)

1/8" = 1'-0"



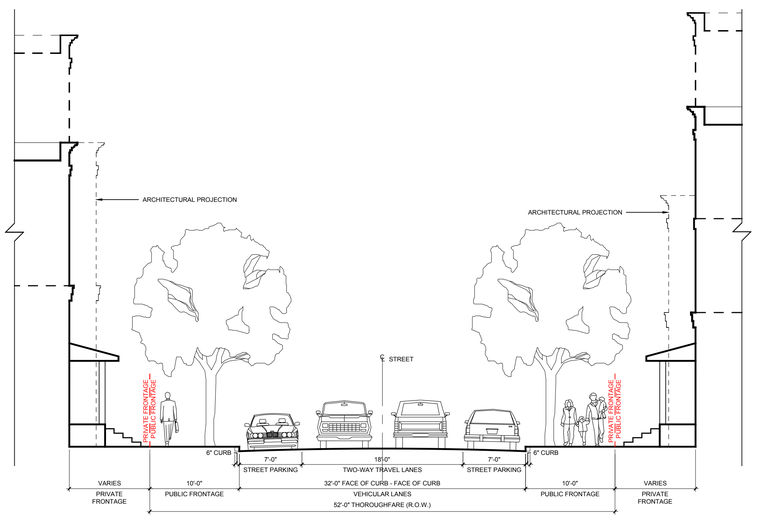
THOROUGHFARE CROSS-SECTION TYPE ST-40-19 (4 X-D6)

1/8" = 1'-0"



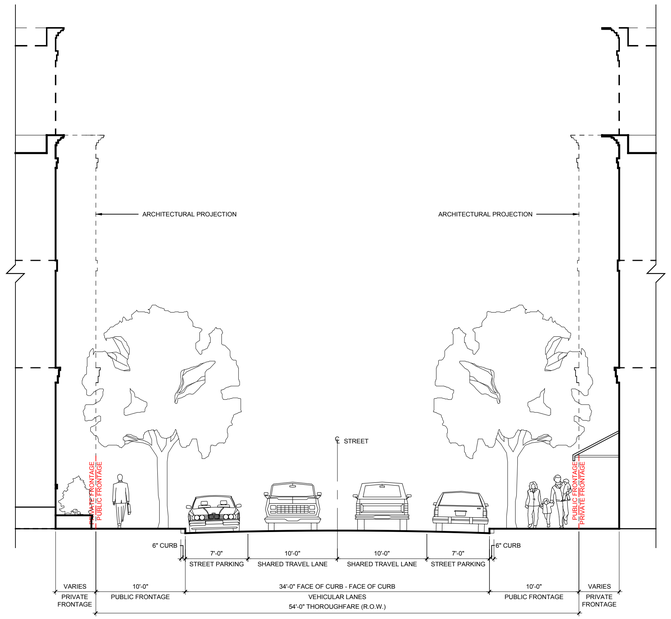
THOROUGHFARE CROSS-SECTION TYPE ST-42-32 (3 X-D6)

1/8" = 1'-0"



THOROUGHFARE CROSS-SECTION TYPE ST-52-32 (2 X-D6)

1/8" = 1'-0"



THOROUGHFARE CROSS-SECTION TYPE CS-54-34 (1 X-D6)

1/8" = 1'-0"

NORTHLINE PUD

SWC 183A &
SAN GABRIEL PARKWAY
LEANDER, WILLIAMSON
COUNTY, TEXAS

OWNER/MASTER DEVELOPER:

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PUD

NOT FOR CONSTRUCTION

ISSUED: MAY 16, 2018

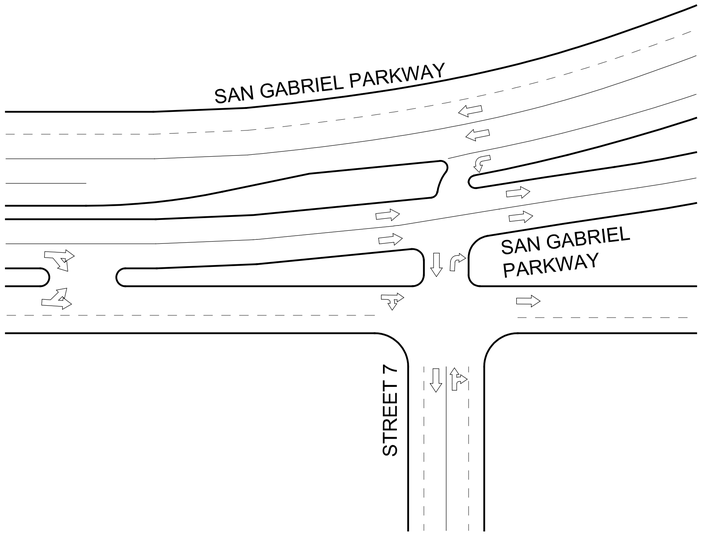
SHEET TITLE:

EXHIBIT D

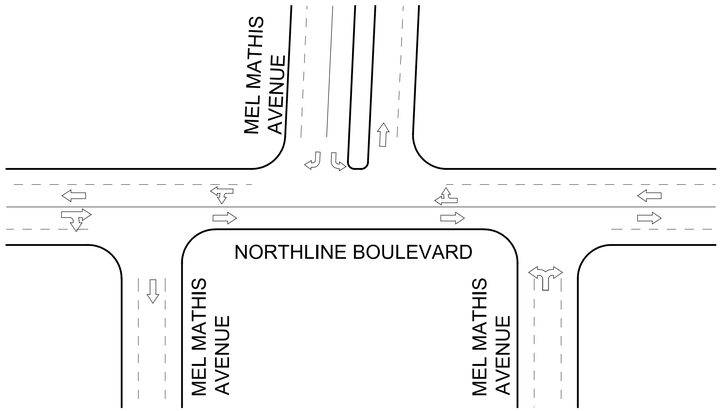
THOROUGHFARE CROSS SECTIONS (2 OF 2)

SHEET NO.:

6

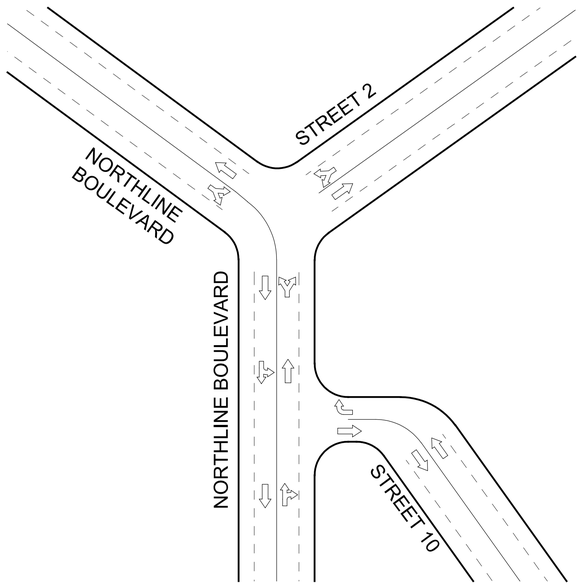


THOROUGHFARE INTERSECTION TYPE A2 (02 X-D7)
NOT TO SCALE

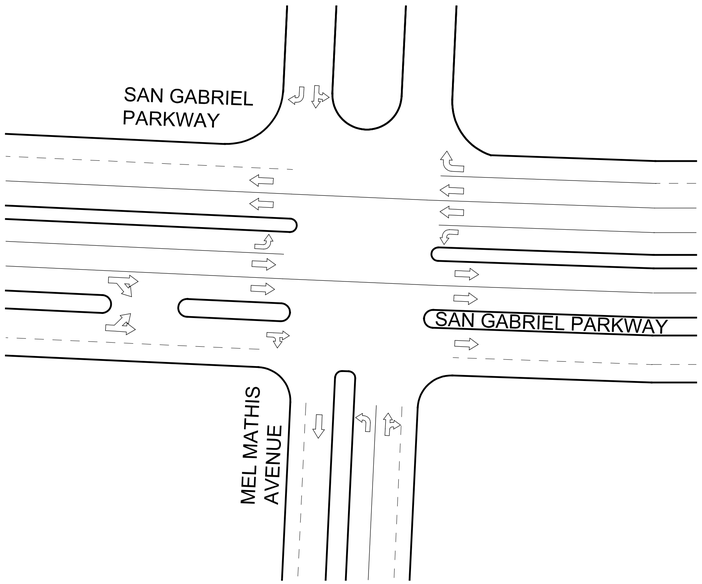


THOROUGHFARE INTERSECTION TYPE B1 (04 X-D7)
NOT TO SCALE

THOROUGHFARE INTERSECTION TYPE B2 (03 X-D7)
NOT TO SCALE



THOROUGHFARE INTERSECTION TYPE C (05 X-D7)
NOT TO SCALE



THOROUGHFARE INTERSECTION TYPE A1 (01 X-D7)
NOT TO SCALE

NORTHLINE PUD

SWC 183A &
SAN GABRIEL PARKWAY
LEANDER, WILLIAMSON
COUNTY, TEXAS

OWNER/MASTER DEVELOPER:

AREA LEANDER 1 LP
2501 TARRYHILL PLACE
AUSTIN, TEXAS 78703
ATYNBERG@TYNBERG.COM
CONTACT: ALEX TYNBERG

LAND USE ATTORNEY:

GRAVES DOUGHERTY HEARON & MOODY
401 CONGRESS AVENUE
SUITE 2200
AUSTIN, TEXAS 78701
(512) 480-5600
CONTACT: R. ALAN HAYWOOD

MASTER PLANNER:

DAVID M. SCHWARZ ARCHITECTS
1707 L ST NW SUITE 400
WASHINGTON, DC 20002
(202) 862-0777
CONTACT: MICHAEL SWARTZ, AIA

ENGINEER:

BIG RED DOG ENGINEERING | CONSULTING
2021 EAST 5TH ST, SUITE 200 (OFFICE)
815-A BRAZOS ST, #219 (MAIL)
AUSTIN, TX 78701
(512) 669-5560
CONTACT: BAILEY HARRINGTON, P.E.

SURVEYOR:

4WARD LAND SURVEYING
2201 WOODWARD ST, STE. 2201
AUSTIN, TEXAS 78744
(512) 537-2384
CONTACT: JASON WARD, R.P.L.S.

LANDSCAPE ARCHITECT:

DESIGN WORKSHOP
800 BRAZOS STREET, SUITE 490
AUSTIN, TEXAS 78701
(512) 499-0222
CONTACT: LAURA BRYANT

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PUD

NOT FOR CONSTRUCTION

ISSUED: MAY 22, 2018

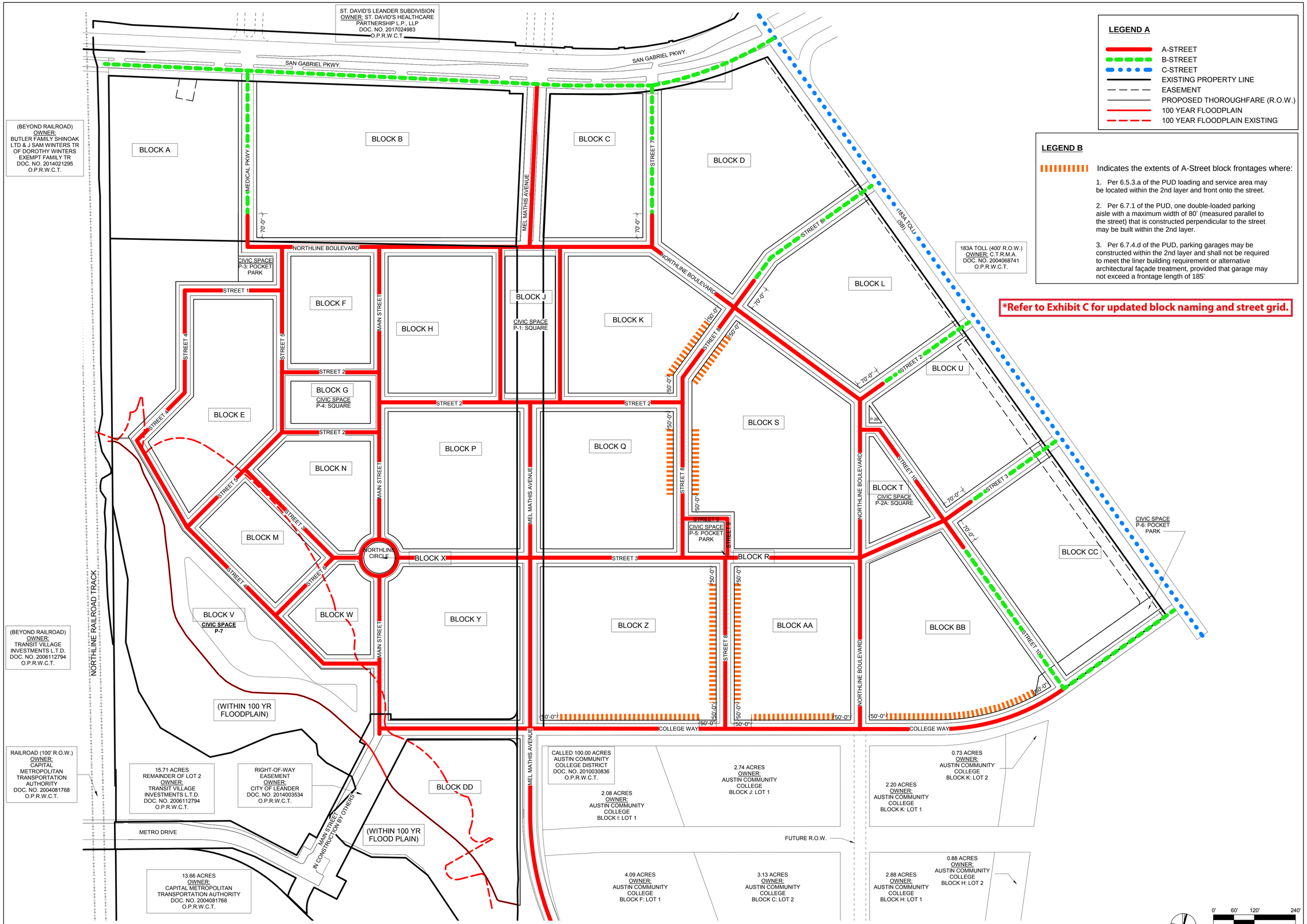
SHEET TITLE:

EXHIBIT D

ATYPICAL THOROUGHFARE INTERSECTION CONFIGURATIONS

SHEET NO.:

7



NORTHLINE PUD

SWC 183A &
SAN GABRIEL PARKWAY
LEANDER, WILLIAMSON COUNTY, TEXAS

OWNER/MASTER DEVELOPER:

AREA LEANDER 1 LP
2501 TARRYHILL PLACE
AUSTIN, TEXAS 78703
ATYNBERG@TYNBERG.COM
CONTACT: ALEX TYNBERG

LAND USE ATTORNEY:

GRAVES DOUGHERTY HEARON & MOODY
401 CONGRESS AVENUE
SUITE 2200
AUSTIN, TEXAS 78701
(512) 480-5600
CONTACT: R. ALAN HAYWOOD

MASTER PLANNER:

DAVID M. SCHWARZ ARCHITECTS
1707 L ST NW SUITE 400
WASHINGTON, DC 20002
(202) 862-0777
CONTACT: MICHAEL SWARTZ, AIA

ENGINEER:

BIG RED DOG ENGINEERING | CONSULTING
2021 EAST 5TH ST, SUITE 200 (OFFICE)
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AUSTIN, TX 78701
(512) 669-5560
CONTACT: BAILEY HARRINGTON, P.E.

SURVEYOR:

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(512) 537-2384
CONTACT: JASON WARD, R.P.L.S.

LANDSCAPE ARCHITECT:

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AUSTIN, TEXAS 78701
(512) 499-0222
CONTACT: LAURA BRYANT

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PUD

NOT FOR CONSTRUCTION

ISSUED: MAY 16, 2018

SHEET TITLE:

EXHIBIT D

STREET TYPES

SHEET NO.:

8

EXHIBIT E

PHASING PLAN

A. The PUD is divided into twenty-eight (28) blocks as shown on the PUD Land Use plan. The PUD shall be developed in phases to accommodate the market demand, financing, sequence of construction and business needs and plans of the owner(s). Multiple lots may be developed within some of the blocks, and some of the blocks may be platted and developed in their entireties. Multiple buildings, some of which will be of equivalent size, are contemplated to be developed within some of the blocks to be developed as a single lot. Any one or more buildings and/or additions to buildings (which may include additional levels) on one or more parcels may be included in a phase. The sequence and the timing for the development of the various lots and blocks within the PUD shall be determined by the owner(s) of the property within the PUD; provided Phase I (as described below) must be completed prior to the issuance of Certificates of Occupancy for buildings constructed within the PUD; provided, a Certificate of Occupancy may be issued for any building for which all of the infrastructure required for the use and occupancy of such building has been completed, notwithstanding all of improvements of Phase I may not have been finally completed.

B. The first phase of the PUD ("**Phase 1**") shall be the construction of that portion of the basic infrastructure required within the PUD as depicted on the third page of this Exhibit (titled Sheet 9), which consists of the installation of public water, wastewater and drainage lines and systems, public streets and the associated sidewalks and landscaping, and the initial improvements within the Civic Areas. Due to the uncertainty of market demand and timing for future development after the first phase, additional phases are not identified in this PUD Ordinance. The future buildout of the PUD will occur to respond to the market conditions over time.

C. The depiction of Phase 1 on the third page of this Exhibit also shows an "Optional Phase 1 Area" that may be added by owner to the Phase 1 development as follows: within 2 years of completion of the initial Phase 1 improvements, defined as the City's approval and recording of the subdivision plats for Phase 1, owner may extend the Phase 1 improvement work to include the infrastructure depicted in the "Optional Phase 1 Area" so that these additional improvements will be considered part of Phase 1.

D. A 10-foot wide sidewalk shall be constructed along the frontage of 183A Toll Road within Block D when the primary building is constructed on the eastern portion of Block D adjacent to the 183A Toll Road frontage and such sidewalk shall be completed as a condition for the issuance of a Certificate of Occupancy for such building. A 10-foot wide sidewalk shall be constructed along the frontage of 183A Toll Road within Blocks L, U, and CC when the primary buildings are constructed on the eastern portions of Block L, U, and CC adjacent to the 183A Toll Road frontage and such sidewalk shall be completed as a condition for the issuance of a Certificate of Occupancy for such buildings.

*Refer to Exhibit C for updated block naming and street grid.

E. Surface parking may be initially provided to serve buildings constructed in one or more phases during the Interim 15-Year Condition, and shall be replaced with a garage, structured parking, or otherwise as provided in this PUD Ordinance.

F. It is contemplated that shared private and/or public/private parking garages may be constructed within the PUD. Parking spaces within such garages shall be allocated to various buildings to be constructed within reasonably adjacent portions of the PUD as may be designated by the owner(s) on the respective site plans for the development of lots within such blocks. If the construction of public or public/private parking garages have been authorized, construction of building(s) for which parking within such garages have been allocated may be constructed and occupied so long as temporary surface parking facilities are provided anywhere within the PUD until such garages are completed.

G. No posting of fiscal is required for the approval of final plats in Phase 1, unless the owner requests a final plat be approved prior to the completion of the streets, water, wastewater and drainage infrastructure improvements required to provide access and services to the property covered by such final plat.

H. During construction of any phase of the PUD, a construction office and appropriate storage and staging areas may be located in such portions of the PUD as the owner may determine and are not required to be located on the particular lot(s) or block(s) within such phase.

*Refer to Exhibit C for updated block naming and street grid.

ST. DAVID'S LEANDER SUBDIVISION
OWNER: ST. DAVID'S HEALTHCARE PARTNERSHIP L.P., LLP
DOC. NO. 2017024983
O.P.R.W.C.T.

SAN GABRIEL PKWY.

(BEYOND RAILROAD)
OWNER:
BUTLER FAMILY SHINOAK LTD & J SAM WINTERS TR OF DOROTHY WINTERS EXEMPT FAMILY TR
DOC. NO. 2014021295
O.P.R.W.C.T.

BLOCK A

MEDICAL PKWY.

BLOCK B

BLOCK C

MEL MATHIS AVENUE

STREET 7

BLOCK D

183A TOLL (SB)

183A TOLL (400' R.O.W.)
OWNER: C.T.R.M.A.
DOC. NO. 2004068741
O.P.R.W.C.T.

NOTES:

1. PHASE 1 INFRASTRUCTURE INCLUDES ANY DRAINAGE LINE(S) TO THE WATER QUALITY POND.
2. PHASE 1 INFRASTRUCTURE INCLUDES A PASS-THROUGH DRAINAGE CHANNEL FROM ST. DAVID'S TO THE NORTH FORK OF BRUSHY CREEK THAT WILL RUN THROUGH THE CENTER OF MEL MATHIS AVENUE.

***Refer to Exhibit C for updated block naming and street grid.**

NORTHLINE BOULEVARD

CIVIC SPACE
P-3: POCKET PARK

STREET 1

BLOCK F

MAIN STREET

BLOCK H

BLOCK J

CIVIC SPACE
P-1: SQUARE

BLOCK K

STREET 8

NORTHLINE BOULEVARD

STREET 8

BLOCK L

STREET 2

BLOCK U

STREET 4

STREET 5

STREET 2

BLOCK G

CIVIC SPACE
P-4: SQUARE

STREET 2

STREET 2

BLOCK E

BLOCK S

P-2B

STREET 4

STREET 5

STREET 2

BLOCK N

BLOCK P

BLOCK Q

MAIN STREET

MEL MATHIS AVENUE

STREET 8

NORTHLINE BOULEVARD

BLOCK T

CIVIC SPACE
P-2A: SQUARE

STREET 10

STREET 3

STREET 3

BLOCK M

NORTHLINE CIRCLE

BLOCK X

STREET 9

CIVIC SPACE
P-5: POCKET PARK

STREET 9

STREET 3

BLOCK R

BLOCK CC

CIVIC SPACE
P-6: POCKET PARK

WATER QUALITY POND FINAL SIZE & SHAPE T.B.D.

STREET 4

STREET 6

BLOCK V

CIVIC SPACE
P-7

BLOCK W

BLOCK Y

MAIN STREET

BLOCK Z

STREET 8

BLOCK AA

BLOCK BB

STREET 10

(BEYOND RAILROAD)
OWNER:
TRANSIT VILLAGE INVESTMENTS L.T.D.
DOC. NO. 2006112794
O.P.R.W.C.T.

NORTHLINE RAILROAD TRACK

(WITHIN 100 YR FLOODPLAIN)

COLLEGE WAY

COLLEGE WAY

RAILROAD (100' R.O.W.)
OWNER:
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
DOC. NO. 2004081768
O.P.R.W.C.T.

15.71 ACRES
REMAINDER OF LOT 2
OWNER:
TRANSIT VILLAGE INVESTMENTS L.T.D.
DOC. NO. 2006112794
O.P.R.W.C.T.

RIGHT-OF-WAY EASEMENT
OWNER:
CITY OF LEANDER
DOC. NO. 2014003534
O.P.R.W.C.T.

BLOCK DD

MEL MATHIS AVENUE

CALLED 100.00 ACRES
AUSTIN COMMUNITY COLLEGE DISTRICT
DOC. NO. 2010030836
O.P.R.W.C.T.

2.08 ACRES
OWNER:
AUSTIN COMMUNITY COLLEGE
BLOCK I: LOT 1

2.74 ACRES
OWNER:
AUSTIN COMMUNITY COLLEGE
BLOCK J: LOT 1

0.73 ACRES
OWNER:
AUSTIN COMMUNITY COLLEGE
BLOCK K: LOT 2

2.20 ACRES
OWNER:
AUSTIN COMMUNITY COLLEGE
BLOCK K: LOT 1

METRO DRIVE

MAIN STREET
IN CONSTRUCTION BY OTHERS

(WITHIN 100 YR FLOOD PLAIN)

FUTURE R.O.W.

13.66 ACRES
OWNER:
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
DOC. NO. 2004081768
O.P.R.W.C.T.

4.09 ACRES
OWNER:
AUSTIN COMMUNITY COLLEGE
BLOCK F: LOT 1

3.13 ACRES
OWNER:
AUSTIN COMMUNITY COLLEGE
BLOCK C: LOT 2

2.88 ACRES
OWNER:
AUSTIN COMMUNITY COLLEGE
BLOCK H: LOT 1

0.88 ACRES
OWNER:
AUSTIN COMMUNITY COLLEGE
BLOCK H: LOT 2

LEGEND

- WATERLINE ONLY
- STREETS AND UTILITIES
- STREETS AND UTILITIES (OPTIONAL PHASE 1 AREA)*
- AREA AVAILABLE FOR WATER QUALITY POND
- EXISTING PROPERTY LINE
- EASEMENT
- PROPOSED THOROUGHFARE (R.O.W.)
- 100 YEAR FLOODPLAIN
- 100 YEAR FLOODPLAIN EXISTING

*NOTE: MAY BE INCLUDED AS PART OF PHASE 1 SUBJECT TO PRICING AND MARKET CONDITIONS

0' 60' 120' 240'
SCALE: 1" = 120'-0"

NORTHLINE PUD

SWC 183A &
SAN GABRIEL PARKWAY
LEANDER, WILLIAMSON COUNTY, TEXAS

OWNER/MASTER DEVELOPER:

AREA LEANDER 1 LP
2501 TARRYHILL PLACE
AUSTIN, TEXAS 78703
ATYNBERG@TYNBERG.COM
CONTACT: ALEX TYNBERG

LAND USE ATTORNEY:

GRAVES DOUGHERTY HEARON & MOODY
401 CONGRESS AVENUE
SUITE 2200
AUSTIN, TEXAS 78701
(512) 480-5600
CONTACT: R. ALAN HAYWOOD

MASTER PLANNER:

DAVID M. SCHWARZ ARCHITECTS
1707 L ST NW SUITE 400
WASHINGTON, DC 20002
(202) 862-0777
CONTACT: MICHAEL SWARTZ, AIA

ENGINEER:

BIG RED DOG ENGINEERING | CONSULTING
2021 EAST 5TH ST, SUITE 200 (OFFICE)
815-A BRAZOS ST, #219 (MAIL)
AUSTIN, TX 78701
(512) 669-5560
CONTACT: BAILEY HARRINGTON, P.E.

SURVEYOR:

4WARD LAND SURVEYING
2201 WOODWARD ST, STE. 2201
AUSTIN, TEXAS 78744
(512) 537-2384
CONTACT: JASON WARD, R.P.L.S.

LANDSCAPE ARCHITECT:

DESIGN WORKSHOP
800 BRAZOS STREET, SUITE 490
AUSTIN, TEXAS 78701
(512) 499-0222
CONTACT: LAURA BRYANT

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PUD

NOT FOR CONSTRUCTION

ISSUED: MAY 16, 2018

SHEET TITLE:

EXHIBIT E

PHASE 1
INFRASTRUCTURE

SHEET NO.:
9

LEGEND

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

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

Kimley»Horn
10814 JOLLYVILLE ROAD AVALLON IV SUITE 200 AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TBPE FIRM NO. 928
© 2020 KIMLEY-HORN AND ASSOCIATES, INC.

BRADLEY M. WILKINS 141652 LICENSED PROFESSIONAL ENGINEER
10/1/2024

No.	REVISIONS	DATE	BY

KHA PROJECT 068588069
DATE OCTOBER 2024
SCALE AS SHOWN
DESIGNED BY: BMW
DRAWN BY: JML
CHECKED BY: BMW

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

NORTHLINE
CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
10

Plotted By: Wilkins, Bradley Date: October 02, 2024 08:14:45am File Path: K:\AUS_Civil\068588102-Northline Master Subdivision\Cad\Plan Sheets - Concept Plan\PUD Exhibit F.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

***Refer to Exhibit C for updated block naming and street grid.**

ST. DAVID'S LEANDER SUBDIVISION
OWNER: ST. DAVID'S HEALTHCARE PARTNERSHIP L.P., LLP
DOC. NO. 2017024983
O.P.R.W.C.T.

(BEYOND RAILROAD)
OWNER:
BUTLER FAMILY SHINOAK LTD & J SAM WINTERS TR OF DOROTHY WINTERS EXEMPT FAMILY TR
DOC. NO. 2014021295
O.P.R.W.C.T.

SAN GABRIEL PKWY.

BLOCK A

BLOCK B

BLOCK C

BLOCK D

MEDICAL PKWY.

MEL MATHIS AVENUE

STREET 7

20'-0"

150'-0"

NORTHLINE BOULEVARD

CIVIC SPACE
P-3: POCKET PARK

STREET 1

BLOCK F

BLOCK H

BLOCK J

CIVIC SPACE
P-1: SQUARE

BLOCK K

MAIN STREET

STREET 8

183A TOLL (SB)

183A TOLL (400' R.O.W.)
OWNER: C.T.R.M.A.
DOC. NO. 2004068741
O.P.R.W.C.T.

BLOCK L

STREET 2

BLOCK U

STREET 4

STREET 5

BLOCK G
CIVIC SPACE
P-4: SQUARE

BLOCK E

BLOCK P

BLOCK Q

BLOCK S

BLOCK N

BLOCK M

STREET 6

NORTHLINE CIRCLE

BLOCK X

STREET 9

CIVIC SPACE
P-5: POCKET PARK

BLOCK R

BLOCK T
CIVIC SPACE
P-2A: SQUARE

STREET 10

STREET 3

CIVIC SPACE
P-6: POCKET PARK

BLOCK CC

BLOCK V
CIVIC SPACE
P-7

BLOCK W

BLOCK Y

BLOCK Z

BLOCK AA

BLOCK BB

COLLEGE WAY

PROPOSED ACCESS POINT TO PROPOSED BRUSHY CREEK TRAIL

NORTHLINE RAILROAD TRACK

(BEYOND RAILROAD)
OWNER:
TRANSIT VILLAGE INVESTMENTS L.T.D.
DOC. NO. 2006112794
O.P.R.W.C.T.

PROPOSED BRUSHY CREEK TRAIL (LOCATION TO BE COORDINATED WITH CITY)

(WITHIN 100 YR FLOODPLAIN)

RAILROAD (100' R.O.W.)
OWNER:
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
DOC. NO. 2004081768
O.P.R.W.C.T.

15.71 ACRES
REMAINDER OF LOT 2
OWNER:
TRANSIT VILLAGE INVESTMENTS L.T.D.
DOC. NO. 2006112794
O.P.R.W.C.T.

RIGHT-OF-WAY EASEMENT
OWNER:
CITY OF LEANDER
DOC. NO. 2014003534
O.P.R.W.C.T.

METRO DRIVE

MAIN STREET UNDER CONSTRUCTION BY OTHERS

BLOCK DD

(WITHIN 100 YR FLOOD PLAIN)

13.66 ACRES
OWNER:
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
DOC. NO. 2004081768
O.P.R.W.C.T.

PROPOSED BRUSHY CREEK TRAIL (LOCATION TO BE COORDINATED WITH CITY)

CALLED 100.00 ACRES
AUSTIN COMMUNITY COLLEGE DISTRICT
DOC. NO. 2010030836
O.P.R.W.C.T.

2.08 ACRES
OWNER:
AUSTIN COMMUNITY COLLEGE
BLOCK I: LOT 1

2.74 ACRES
OWNER:
AUSTIN COMMUNITY COLLEGE
BLOCK J: LOT 1

2.20 ACRES
OWNER:
AUSTIN COMMUNITY COLLEGE
BLOCK K: LOT 1

FUTURE R.O.W.

4.09 ACRES
OWNER:
AUSTIN COMMUNITY COLLEGE
BLOCK F: LOT 1

3.13 ACRES
OWNER:
AUSTIN COMMUNITY COLLEGE
BLOCK C: LOT 2

2.88 ACRES
OWNER:
AUSTIN COMMUNITY COLLEGE
BLOCK H: LOT 1

LEGEND

- 65' DEEP ZONE, MEASURED FROM FRONTAGE SETBACK LINE, WITHIN WHICH SURFACE PARKING IS NOT PERMITTED UNLESS LOCATED BEHIND A LINER BUILDING
- A-STREET FRONTAGES WITH SURFACE PARKING ALLOWED IN THE 2nd LAYER DURING THE INTERIM 15-YR PERIOD. DIMENSION INDICATES DISTANCE FROM FRONTAGE SETBACK LINE.
- EXISTING PROPERTY LINE
- EASEMENT
- PROPOSED THOROUGHFARE (R.O.W.)
- 100 YEAR FLOODPLAIN
- 100 YEAR FLOODPLAIN EXISTING

0' 60' 120' 240'
SCALE: 1" = 120'-0"

NORTHLINE PUD

SWC 183A &
SAN GABRIEL PARKWAY
LEANDER, WILLIAMSON COUNTY, TEXAS

OWNER/MASTER DEVELOPER:

AREA LEANDER 1 LP
2501 TARRYHILL PLACE
AUSTIN, TEXAS 78703
ATYNBERG@TYNBERG.COM
CONTACT: ALEX TYNBERG

LAND USE ATTORNEY:

GRAVES DOUGHERTY HEARON & MOODY
401 CONGRESS AVENUE
SUITE 2200
AUSTIN, TEXAS 78701
(512) 480-5600
CONTACT: R. ALAN HAYWOOD

MASTER PLANNER:

DAVID M. SCHWARZ ARCHITECTS
1707 L ST NW SUITE 400
WASHINGTON, DC 20002
(202) 862-0777
CONTACT: MICHAEL SWARTZ, AIA

ENGINEER:

BIG RED DOG ENGINEERING | CONSULTING
2021 EAST 5TH ST, SUITE 200 (OFFICE)
815-A BRAZOS ST, #219 (MAIL)
AUSTIN, TX 78701
(512) 669-5560
CONTACT: BAILEY HARRINGTON, P.E.

SURVEYOR:

4WARD LAND SURVEYING
2201 WOODWARD ST, STE. 2201
AUSTIN, TEXAS 78744
(512) 537-2384
CONTACT: JASON WARD, R.P.L.S.

LANDSCAPE ARCHITECT:

DESIGN WORKSHOP
800 BRAZOS STREET, SUITE 490
AUSTIN, TEXAS 78701
(512) 499-0222
CONTACT: LAURA BRYANT

Design Documents have been prepared solely for the limited purpose of establishing the Project's aesthetic architectural design intent. The Design Documents shall not be used for construction, permitting, or any other use inconsistent with the limited purpose of establishing aesthetic architectural design intent. Any dimensional or technical information contained in the Design Documents is provided solely for illustrative purposes and shall not be relied upon. Any use of the Design Documents for purposes other than establishing the Project's aesthetic architectural design intent shall be at user's sole risk and without liability to the Design Architect. Further, to the extent permitted by law, any use of these Design Documents constitutes an agreement by the user to indemnify and hold harmless the Design Architect and its officers, directors, employees and consultants from all damages, liability, costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such damages, liability, costs and expenses arise from use of the Design Documents for purposes other than establishing the Project's aesthetic architectural design intent. Any use of these Design Documents for any purpose constitutes acceptance of the above terms and conditions by the user.

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PUD

NOT FOR CONSTRUCTION

ISSUED: MAY 29, 2018

SHEET TITLE:

EXHIBIT F

LOCATION OF PARKING EXCEPTIONS TO A-STREET FRONTAGE REQUIREMENT

SHEET NO.: 11

EXHIBIT G

UPDATED TABLES

A. TABLE 3G. PUBLIC PLANTING

B. TABLE 3H. PUBLIC LIGHTING

C. TABLE 6E. BUILDING FUNCTION

D. TABLE 6F. BUILDING FUNCTION

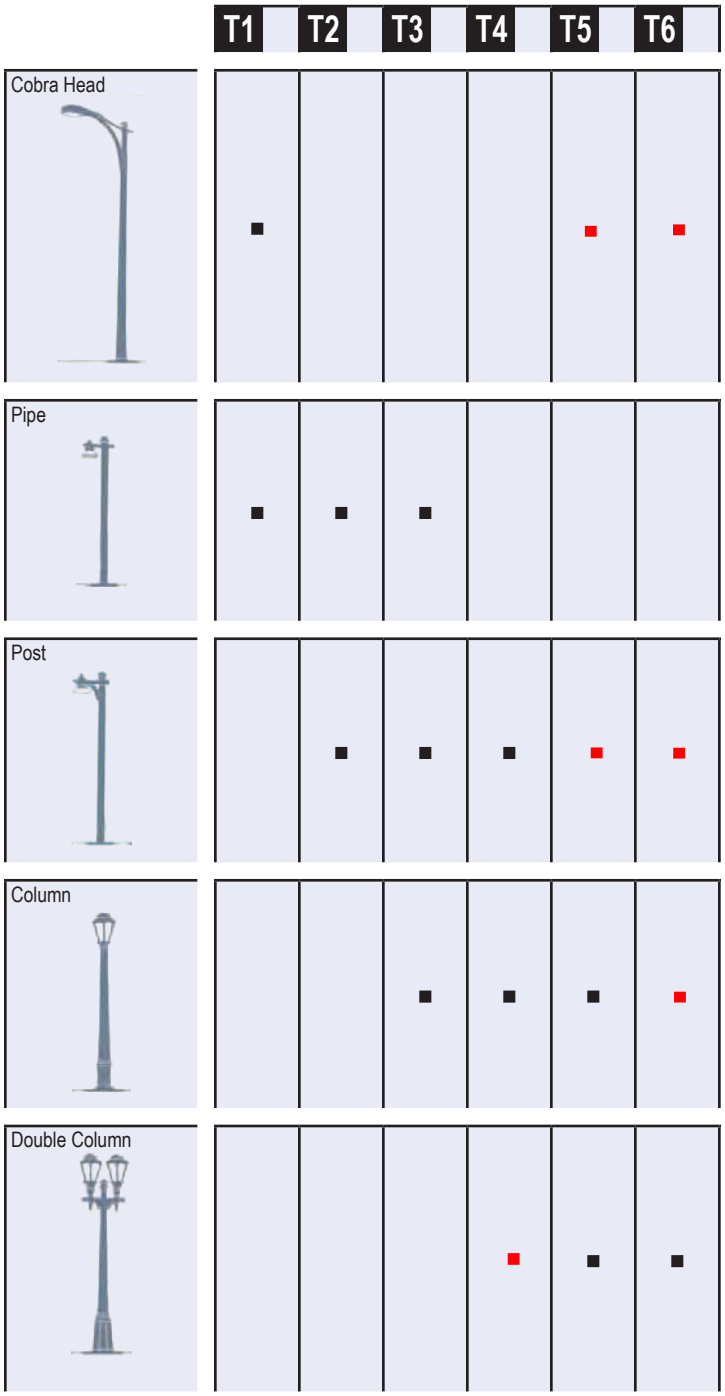
E. TABLE 7A. SMARTCODE SUMMARY

Table 3G: Public Planting. This table provides tree shapes appropriate to thoroughfare types and Transect Zones. Specifi trees and shrubs appropriate for the bioregion should be selected from the preferred plant list maintained by the Planning Department or the Grow Green Guide for Native and Adaptive Landscape Plants published by the City of Austin Watershed Protection and Texas A&M AgriLife Extension, as amended from time to time. Plants not listed in this section or the preferred plant list may be approved by the Director of Planning

Thoroughfare Type	T1 T2 T3 HW & RD	T3 T4 ST, DR, AV & BV	T5 T6 ST, DR, AV & BV	T5 T6 CS
Columnar	■	■	■	■
Oval	■	■	■	■
Rounded	■	■	■	■
Conical	■	■	■	■
Spreading	■	■	■	■
Vase	■	■	■	■

Approriate trees will need to be selected when adjacent to retail frontages. An appropriate tree would not interfere with the viability with regard to the canopy shape

Table 3H: Public Lighting. Lighting varies in the character of the fixtur according to the Transect. This table shows fiv common types. All lighting in vehicular thoroughfares, parking lots, and civic spaces shall be incandescent, fluorescent halogen, natural gas elements, metal halide, or LED. High-pressure sodium is permitted only in temporary parking lots. Fixtures shall be full cut-off fixtures directing light downwards. Street light specification are maintained by the City Engineer.



The Cobra Head fixture is only permitted along College Way and San Gabriel Parkway

Table 6E: Building Function. This table categorizes Building Functions within Transect Zones. For Specifi Function and Use, see Table 6F.

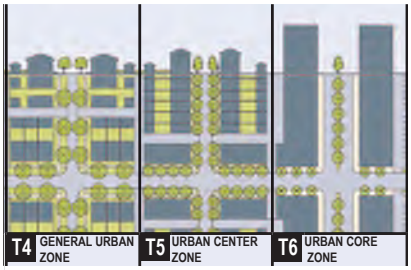
	T4	T5 T6
a. RESIDENTIAL	**Open Residential:** The number of dwellings on each lot is unlimited except by the form regulations of Chapter 6.	**Open Residential:** The number of dwellings on each lot is unlimited except by the form regulations of Chapter 6.
b. LODGING	**Limited Lodging:** The number of bedrooms available on each lot for lodging is limited to twelve. Food service may be provided in the a.m. The maximum length of stay shall not exceed ten days.	**Open Lodging:** The number of bedrooms available on each lot for lodging is unlimited. Food service may be provided at all times. The maximum length of stay shall not exceed ten days.
c. OFFICE	**Limited Office:** The building area available for offic use by the resident of each lot, and up to three non-resident employees, is restricted to the firs floo of the Principal Building or any part of an Accessory Building. Home Occupations are permitted anywhere.	**Open Office:** The building area available for offic use on each lot is unlimited.
d. RETAIL	**Limited Retail:** The building area available for retail use with regular hours is limited to the firs story of buildings. The specifi use shall be further limited to neighborhood store, or food service seating no more than 40. Cottage Industry with up to three employees shall be permitted at all locations, with retail sales by appointment only.	**Open Retail:** The building area available for retail use is unlimited. Accessory uses customarily incidental to any permitted use, including a cocktail lounge or bar associated with a hotel is permitted. Convenience store uses and drive-through facilities for banks, financial institutions, pharmacies, dry cleaners and coffee shops are permitted. Drive-through facilities will be limited to 1 lane of traffic with a max. roadway width of 12' and shall not be located within or along a Principal or Secondary Frontage. Driveways accessing a drive-through facility may cross a Principal or Secondary Frontage but not along Mel Mathis Avenue, Northline Blvd. or Street 10 along Block T, unless utilizing an alley or driveway providing access to the block interior.
e. CIVIC	See Table 6F	See Table 6F
f. OTHER	See Table 6F	See Table 6F

Table 6F: Specific Function & Use. This table expands the categories of Table 6E to delegate specifi functions and uses within Transect Zones.

a. RESIDENTIAL	T4	T5	T6
Single Family	■	■	□
Two-family (Duplex)	■	■	■
Multi-family	■	■	■
Live/Work Unit	■	■	■
Group Home	□	■	
Accessory Unit	■	■	■
Manufactured House			
Temporary Tent	□	□	□
b. LODGING			
Hotel (no room limit)		■	■
Inn (up to 12 rooms)	■	■	■
Inn (up to 5 rooms)	■	■	■
S.R.O. hostel	□	□	□
School Dormitory	■	■	■
c. OFFICE			
Office Buildin	■	■	■
Medical Office Building		■	■
Live-Work Unit	■	■	■
d. RETAIL			
Open-Market Building	■	■	■
Retail Building	■	■	■
Display Gallery	■	■	■
Cafe / Restaurant	■	■	■
Kiosk	■	■	■
Push Cart		■	■
Liquor Selling Establishment		■	■
Adult Entertainment			□
Mobile Food Establishments		■	■
e. CIVIC			
Bus Shelter	■	■	■
Convention Center			■
Conference Center		□	■
Exhibition Center			□
Fountain or Public Art	■	■	■
Library	■	■	■
Live Theater		■	■
Movie Theater		■	■
Museum	□	□	■
Outdoor Auditorium		■	■
Parking Structure	□	■	■
Passenger Terminal		□	□
Playground	■	■	■
Sports Stadium			□
Surface Parking Lot	□	■	■
Religious Assembly	■	■	■

f. OTHER: AGRICULTURE	T4	T5	T6
Grain Storage			
Livestock Pen			
Greenhouse			
Stable			
Kennel	□	□	□
g. OTHER: AUTOMOTIVE			
Gasoline		□	□
Automobile Service			
Automobile Sales		□	□
Truck Maintenance			
Drive -Through Facility		□	□
Rest Stop			
Roadside Stand			
Shopping Center / Mall		■	■
h. OTHER: CIVIL SUPPORT			
Fire Station	■	■	■
Police Station	■	■	■
Cemetery	□		
Funeral Home	■	■	■
Hospital		□	□
Medical Clinic	□	■	■
Urgent, Emergency and/or Acute Care		■	■
Outpatient Surgery Center		■	■
Healthcare Services		■	■
i. OTHER: EDUCATION			
College		□	□
High School	□	□	□
Trade School		□	□
Elementary School	■	■	■
Childcare Center	■	■	■
j. OTHER: INDUSTRIAL			
Heavy Industrial Facility			
Light Industrial Facility			□
Truck Depot			
Laboratory Facility			□
Water Supply Facility			
Sewer and Waste Facility			
Electric Substation	□	□	□
Wireless Transmitter			
Cremation Facility			
Warehouse			□
Produce Storage			
Mini-Storage			

■ BY RIGHT
□ BY WARRANT



	T4 GENERAL URBAN ZONE	T5 URBAN CENTER ZONE	T6 URBAN CORE ZONE
a. ALLOCATION OF ZONES for New Communities (by land area, per Community Unit) See Table 2A			
CLD	20-40%	not permitted	not permitted
TND	30-60%	10-30%	not permitted
RCD	10-30%	10-30%	40-80%
b. BASE RESIDENTIAL DENSITY			
By Right	30 units / ac gross	no maximum	no maximum*
Other Functions Permitted*	up to 70%		
c. BLOCK SIZE			
Block Perimeter	3600' max, b/f 1200 max	See **Note 1.**	See **Note 1.**
d. THOROUGHFARES			* 3000 ft max with parking structures
Rear Lane	permitted		
Rear Alley	required	permitted	
Road			
Street	permitted	permitted	permitted
Commercial Street		permitted	permitted
Avenue	permitted	permitted	permitted
Boulevard	permitted	permitted	permitted
RR			
Drive	permitted	permitted	permitted
Path	permitted		
Passage	permitted	permitted	permitted
Bicycle Trail	permitted *		
Bicycle Lane	permitted	permitted	permitted
Bicycle Route	permitted	permitted	permitted
e. CIVIC SPACES See Table 3F			* permitted only within Civic Spaces
Park			
Green	permitted	permitted	
Square	permitted	permitted	permitted
Plaza		permitted	permitted
Playground / Pocket Park	permitted	permitted	permitted
f. LOT OCCUPATION			
Lot Width	16 ft min 96 max	no min. & no. max.	no min. & no. max.
Lot Coverage	70% max	80% max	100% max
g. SETBACKS - PRINCIPAL BUILDING See Table 8A			
Front Setback (Principal)	See **Note 2.**		
Front Setback (Secondary)	6 ft min 20 ft max	0 ft min 12 ft max	0 ft min 12 ft max
Side Setback	0 ft min	0 ft min 24 ft max	0 ft min 24 ft max
Rear Setback	3 ft min *	3 ft min *	0 ft. min
Frontage Buildout	60% min	See **Note 4.**	See **Note 4.**
h. SETBACKS - OUTBUILDING See Table 8A			
Front Setback	See **Note 3.**		
Side Setback	5 ft min or attached	5 ft min or attached	
Rear Setback	5 ft min	5 ft min	
i. BUILDING PLACEMENT See Table 6A			
Detached	permitted		
Semi-Detached	permitted	permitted	
Attached	permitted	permitted	permitted
Courtyard		permitted	permitted
j. PRIVATE FRONTAGES See Table 6C			
Common Yard	permitted		
Porch & Fence	permitted		
Terrace or LC	permitted	permitted	
Forecourt	permitted	permitted	permitted
Stoop	permitted	permitted	permitted
Shopfront	permitted	permitted	permitted
Gallery	permitted	permitted	permitted
Arcade	permitted	permitted	permitted
k. BUILDING FORM See Table 6B			
Principal Building	3 Stories max	4 Stories max	See **Note 5.**
Outbuilding & Accessory Use	2 Stories max	2 Stories max	
l. BUILDING FUNCTION See Table 6E & Table 6F			
Residential	limited use	open use	open use
Lodging	limited use	open use	open use
Offic	limited use	open use	open use
Retail	limited use	open use	open use

PLACEMENT

FORM

FUNCTION

Chapter 6

Chapter 3, 4, 5

NOTES

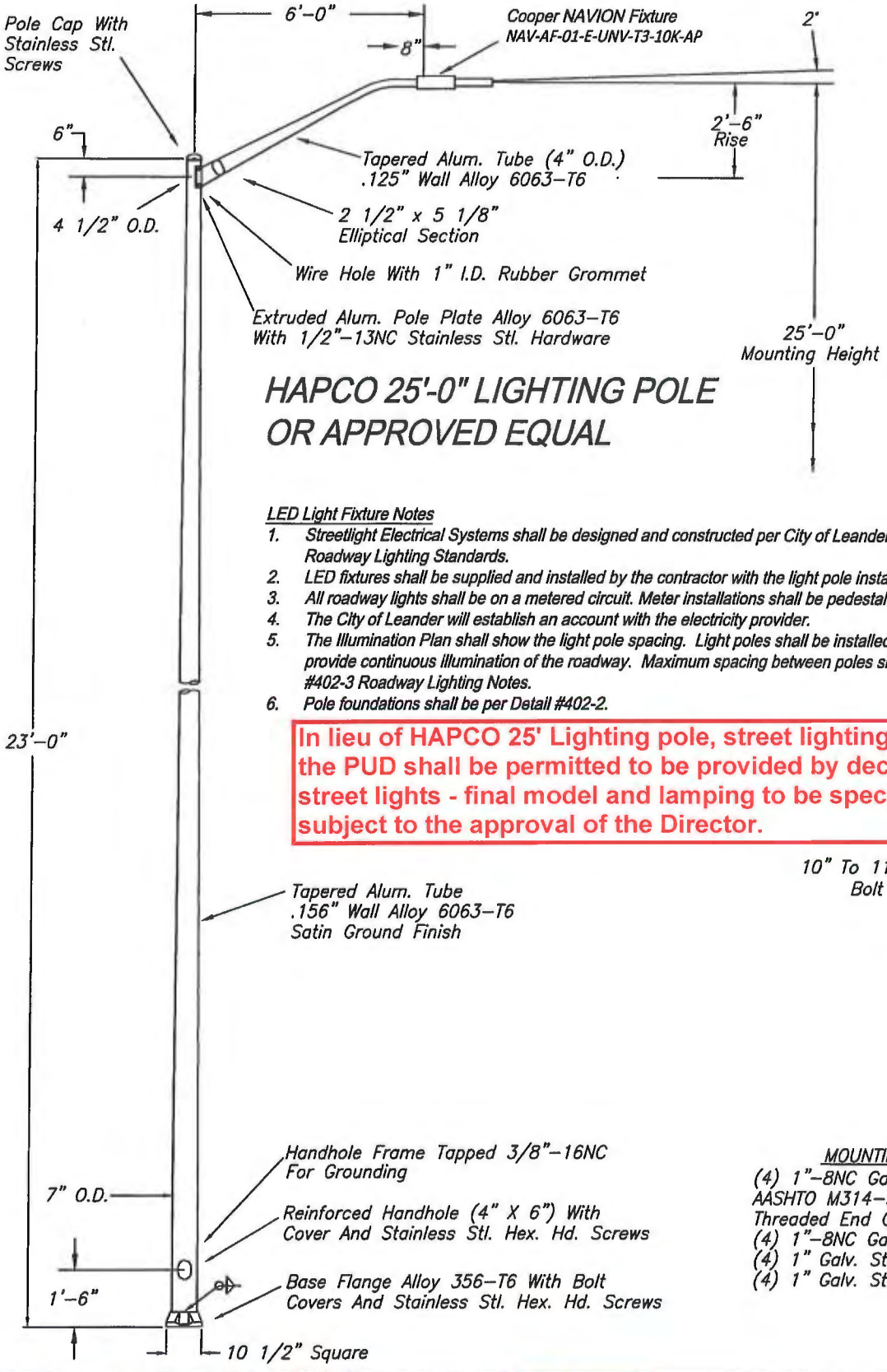
1. 2000' max., b/f 600' max as modified by this PUD Ordinance

2. The Front Setback (Principal) should be the same as the Front Setback (Secondary)

3. The Front Setback for Outbuildings should be behind the Principal Building

4. Per Section 6.4.2 f as modified by this PUD Ordinance

5. No maximum. 2-story minimum in T6 except for certain retail buildings as described in 6.5.1 d.



HAPCO 25'-0" LIGHTING POLE OR APPROVED EQUAL

LED Light Fixture Notes

1. *Streetlight Electrical Systems shall be designed and constructed per City of Leander Residential Roadway Lighting Standards.*
2. *LED fixtures shall be supplied and installed by the contractor with the light pole installation.*
3. *All roadway lights shall be on a metered circuit. Meter installations shall be pedestal type.*
4. *The City of Leander will establish an account with the electricity provider.*
5. *The Illumination Plan shall show the light pole spacing. Light poles shall be installed as appropriate to provide continuous illumination of the roadway. Maximum spacing between poles shall be per Detail #402-3 Roadway Lighting Notes.*
6. *Pole foundations shall be per Detail #402-2.*

In lieu of HAPCO 25' Lighting pole, street lighting within the PUD shall be permitted to be provided by decorative street lights - final model and lamping to be specified and subject to the approval of the Director.

MOUNTING HARDWARE

(4) 1"-8NC Galv. Stl. Anchor Bolts, AASHTO M314-90 Grade 55,10" of Threaded End Galv. Per ASTM A153.
(4) 1"-8NC Galv. Stl. Hex. Nuts
(4) 1" Galv. Stl. Lockwashers
(4) 1" Galv. Stl. Flatwashers

STATE OF TEXAS
WAYNE S. WATTS
86134
LICENSED PROFESSIONAL ENGINEER

12/22/16

EXHIBIT "H"

City Of Leander, Texas

DETAIL #402-1
STANDARD LIGHTING POLE

Exhibit “I”

FORM OF
LICENSE AGREEMENT

The CITY OF LEANDER, a Texas home-rule municipal corporation and political subdivision of the State of Texas situated in Williamson and Travis County, Texas (the "**City**"), and _____, a _____ (the "**Licensee**"), enter into this License Agreement (this "**Agreement**") to be effective the ____ day of _____, 20___, upon the terms and conditions set forth below.

I. **PURPOSE OF LICENSE AGREEMENT.** The City grants to Licensee permission to use the property, located within the right-of-way of _____, shown on **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "**Licensed Property**"), for the following purposes only: *{insert description of permitted Improvements as applicable, by way of examples only*

(1) the installation and maintenance of landscaping, including trees in tree wells or tree grates and flowers and plants in pots and planters;
(2) the installation and maintenance of an irrigation system for the landscaping;
(3) the installation, operation and maintenance of a sidewalk café, including tables, chairs, stools, canopy and supporting posts and poles, bar, and associated equipment and other personal property;
(4) the installation and maintenance of benches and seating areas;
(5) the installation and maintenance of goods and produce racks and displays;
(6) the installation and maintenance of newspaper and magazine racks and displays;}

within right-of-way of _____ shown on Exhibit "A" hereto. The landscaping, irrigation system and other Improvements and personal property are sometimes collectively referred to herein as the "**Improvements**."

The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction installation and maintenance permitted by this Agreement shall be done in compliance with plans and specifications approved in writing by the City Engineer and all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.

Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the Improvements permitted under this Agreement.

II. ANNUAL FEE. No annual fee shall be due in connection with this License Agreement.

III. CITY'S RIGHT TO LICENSED PROPERTY. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and

Licensee, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the Licensed Property. The uses of the Licensed Property are subject to the City's right to interfere with or destroy Licensee's use of the Licensed Property, or any property or the Improvements placed thereon or therein by Licensee, if such use or action is determined necessary by the City.

Notwithstanding any provision of this Agreement to the contrary, the City retains the right to enter upon the Licensed Property, at any time and without notice, and assuming no obligation to Licensee, to remove any of the Improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) the public health or safety.

IV. INSURANCE. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than $1,000,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The City may require the Licensee to increase the combined single limit of such coverage from time to time in the discretion of the City. Such insurance coverage shall specifically name the City as an additional-insured. The insurance shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. Evidence of such insurance in the form of a certificate of insurance, together with the policy provision or endorsement reflecting the City as an additional insured, to the City Manager on or before the use or occupancy of the Licensed Property and within thirty (30) days after the date of each renewal or replacement of such policy. The Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail. Notwithstanding the foregoing, in the event obtaining such provision for prior notice to the City is not reasonably available, the Licensee agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of the insurance policy required to be obtained and maintained by the Licensee under the terms of this Agreement. Within ten (10) days after a suspension, cancellation or non-renewal of coverage, the Association shall provide a replacement certificate of insurance to the City. The City shall have the option to suspend the Licensee's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

V. INDEMNIFICATION. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the Licensee's construction, maintenance or use of the Licensed Property. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses (i) for which the City shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall

not be deemed to be a "negligent or willful act."

VI. CONDITIONS.

A. Licensee's Responsibilities. Licensee will be responsible for any and all damage to or relocation of existing facilities. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City, or of others, that is damaged by or on behalf of Licensee as a result of activities under this Agreement.

B. Maintenance. Licensee shall maintain the Licensed Property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense. Further, the City may require Licensee to take action to maintain the Licensed Property including, but not limited to, the removal of dead or dying vegetation. Such removal shall be completed within thirty (30) days following receipt of a written request from the City.

C. Removal or Modification. Licensee agrees that removal or modification of any of the Improvements now existing or to be later placed on the Licensed Property shall be a Licensee's expense. Provided the City has given prior written approval of the plans and specifications for the Improvements, said removal or modification shall be at Licensee's sole discretion.

D. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may perform the work or contract for the completion of the work. Licensee agrees to pay within thirty (30) days of written demand by the City, all reasonable costs expenses incurred by the City in completing the work.

Licensee Address	**City Address**
_____	City of Leander
_____	Attn: City Manager
_____	P. O. Box 319
_____	Leander, Texas 78646-0319

VII. COMMENCEMENT AND TERMINATION BY ABANDONMENT. This Agreement shall begin with the effective date and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the Licensed Property for the purposes set forth in this Agreement, this Agreement shall expire and terminate, as to the portion or portions abandoned, following thirty (30) days written notice by the City to the Licensee or by Licensee to the City. If all or a part of the Licensed Property is abandoned by Licensee, the City shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made, and shall have the right to enter on the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder, to the abandoned part of the Licensed Property. All installations of Licensee on a

portion of the Licensed Property that is abandoned shall be deemed property of the City unless removed with the consent of the City.

VIII. TERMINATION.

A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee terminates, then it shall remove all installations that it made from the Licensed Property within the thirty day notice period, at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

B. Termination by City. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

1. The Improvements, or a portion of them, interfere with the City's right-of-way;

2. Use of the Licensed Property becomes necessary for a public purpose;

3. The Improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration, repair or maintenance;

4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to the insurance requirements specified herein.

If Licensee abandons or fails to maintain the Licensed Property, and the City receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all of the Improvements and collect from Licensee the City's actual expenses incurred in connection therewith.

IX. EMINENT DOMAIN. If eminent domain is exerted on the Licensed Property the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and the Improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

X. INTERPRETATION. This Agreement shall, in the event of any dispute over its intent, meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for or against either party.

XI. APPLICATION OF LAW. This Agreement shall be governed by the laws of the state of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent

with the intent of the parties as evidenced by this Agreement.

XII. VENUE. Venue for all lawsuits concerning this Agreement will be in the Williamson County, Texas.

XIII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

XIV. ASSIGNMENT. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld; provided, Licensee shall be entitled to assign this Agreement to any subsequent owner of the property adjacent to the Licensed Property without the prior consent of City so long as a notice of such assignment is given to the City. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

TERMS AND CONDITIONS ACCEPTED, this the ___ day of _____, 20__.

LICENSOR

City of Leander

By: _____
Name: _____
Title: City Manager

LICENSEE

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 20__, by _____, City Manager, City of Leander, Texas, on behalf of the City.

_____
Notary Public - State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____ of _____, a _____ partnership (or corporation), on behalf of said partnership (or corporation).

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
City of Leander
Attn: City Secretary
P. O. Box 319
Leander, Texas 78646-0319

Exhibit J

These standards shall be reviewed as a Master Sign Plan in accordance with the provisions of Exhibit B, Section VI, A, 20.

Signage Rights for Northline PUD – Master Developer, Site Perimeter
Reserved for use by Master Developer only
All signs in this section are by Right (R)

Sign Type	T4	T5	T6	Specifications	
District Identifier	N/A	N/A	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht. i. Spacing	4 for PUD development Max 100 sq ft. of sign display area per sign Max 20'-0" Max 10'-0" Varies N/A N/A No Limit Min 400'-0"
Vehicular Directional	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht. i. Spacing	6 placed on site perimeter frontages Max 27 sq ft. per sign Max 3'-0" Max 9'-0" Varies N/A N/A Max 6" Min 250'-0"
Street Identification - Small	R	R	R	a. Location b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht. i. Placement	Non-signalized Intersection Max 3 sq ft. per sign Max 3'-0" Max 1'-0" N/A Min 7'-0" N/A Max 6" Pole-mounted
Street Identification - Medium	R	R	R	a. Location b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht. i. Placement	Non-signalized Intersection Max 8 sq ft. per sign Max 5'-0" Max 1'-6" N/A Min 7'-0" N/A Max 6" Pole-mounted
Street Identification - Large	R	R	R	a. Location b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht. i. Placement	Signalized Intersection Max 16 sq ft. per sign Max 8'-0" Max 2'-0" N/A N/A N/A Max 8" Signal-arm Mounted

Pedestrian Directional	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht. i. Placement	6 placed on site perimeter frontages Max 12 sq ft. per sign Max 2'-0" Max 6'-0" Varies N/A N/A Max 3" 175'-0" apart

Master Developer Site Perimeter Section Notes:

1) Site Perimeter is defined as the frontages of
A) San Gabriel Parkway, between 183A Toll Road to the east and light rail tracks to the west
B) 183A Toll Road, between San Gabriel Parkway to the north and College Way to the south
C) College Way, between 183A Toll Road to the east and Main Street to the west
2) District Identifiers are to be placed only at locations on the site perimeter. Proposed locations are at the following intersections:
A) San Gabriel Parkway and 183A Toll Road
B) NW corner of Block A on San Gabriel Parkway
C) Mel Mathis Avenue and San Gabriel Parkway
D) Mel Mathis Avenue and College Way
E) College Way and 183A Toll Road
F) College Way and Main Street
3) District Identifier Signs may be installed on dedicated support structure, landscape wall, or building wall.
4) District Identifier signs may be illuminated by internal, external face illumination, and/or exposed neon.
5) Vehicular Directional and Pedestrian Directional signs may be illuminated by internal or external face illumination.
6) Vehicular and Pedestrian Directional signs may be installed as freestanding elements or on landscape wall type elements.
7) Spacing distances are not intended to regulate the distance between different sign types. The spacing minimums are for signs of the same type.
8) Vehicular and Pedestrian Directional or Orientation type signs located within lot interiors and are not easily viewed from the Right-of-Way are not governed by this document and are permitted by right.
9) Typical regulatory signs located along the streetscapes such as Stop, Yield, Speed Limit, Bicycle Route, etc. are not addressed by this document. This document assumes these signs will be installed by the City of Leander or by other party at the direction of the City of Leander.

Signage Rights for Northline PUD – Master Developer, Site Interior
Reserved for use by Master Developer only
All signs in this section are by Right (R)

Sign Type	T4	T5	T6	Specifications	
Vehicular Directional	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht. i. Spacing	5 placed on site interior frontages Max 27 sq ft. per sign Max 3'-0" Max 9'-0" Varies N/A N/A Max 6" Min 250'-0"
Street Identification - Small	R	R	R	a. Location b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht. i. Placement	Non-signalized Intersection Max 3 sq ft. per sign Max 3'-0" Max 1'-0" N/A Min 7'-0" N/A Max 6" Pole-mounted
Street Identification - Medium	R	R	R	a. Location b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht. i. Placement	Non-signalized Intersection Max 8 sq ft. per sign Max 5'-0" Max 1'-6" N/A Min 7'-0" N/A Max 6" Pole-mounted
Street Identification - Large	R	R	R	a. Location b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht. i. Placement	Signalized Intersection Max 16 sq ft. per sign Max 8'-0" Max 2'-0" N/A N/A N/A Max 8" Signal-arm Mounted
Pedestrian Directional	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht. i. Placement	16 placed on site interior frontages Max 12 sq ft. per sign Max 2'-0" Max 6'-0" Varies N/A N/A Max 3" 175'-0" apart
Temporary Space for Lease or Sale Sign / Banner	R	R	R	a. Duration b. Area c. Width d. Height e. Clearance f. Letter Ht.	Until Lease or Sale is Finalized Max 30 sq ft. per sign Varies Varies N/A Max 18" unless part of a logo or illustration

Temporary Sign / Banner	R	R	R	a. Quantity b. Duration c. Area d. Width e. Height f. Clearance g. Letter Ht.	Max 6 for PUD development can be displayed at any given time. 30 days maximum Max 50 sq ft. per sign Varies Varies When suspended over roadway: 14'-0" or local fire code requirement (whichever is greater) When suspended over roadway: max 18"

Master Developer Site Interior Section Notes:

1) Site Interior frontages are frontages within the site excluding those defined in the Site Perimeter section.
2) Temporary signs or banners advertising space for lease or for sale shall be permitted, all other temporary signs may be approved by Warrant for a maximum 30-day period. The temporary elements shall be contained within the storefront areas. Construction barricades with advertising graphics shall be constructed of solid substrates with vinyl graphics.
3) Temporary Space for Lease or Sale Sign / Banner signs to be placed in storefront of space that is available for lease.
4) Temporary Sign/Banner is used by Master Developer to advertise or provide public notice of special events. Can be suspended over roadway or on open building façade area
5) Vehicular and Pedestrian Directional signs may be installed as freestanding elements or on landscape wall type elements.
6) Vehicular Directional and Pedestrian Directional signs may be illuminated by internal or external face illumination.
7) Vehicular and Pedestrian Directional or Orientation type signs located within lot interiors and are not easily viewed from the Right-of-Way are not governed by this document and are permitted by right.
8) Spacing distances are not intended to regulate the distance between different sign types. The spacing minimums are for signs of the same type.
9) Vehicular and Pedestrian Directional or Orientation type signs located within lot interiors and are not easily viewed from the Right-of-Way are not governed by this document and are permitted by right.
10) Typical regulatory signs located along the streetscapes such as Stop, Yield, Speed Limit, Bicycle Route, etc. are not addressed by this document. This document assumes these signs will be installed by the City of Leander or by other party at the direction of the City of Leander.

Signage Rights for Northline PUD – 183A Toll Road Frontage
Signs in this section are not intended for use by Master Developer
All signs in this section are by Right (R)

Sign Type	T4	T5	T6	Specifications	
Monument Sign – Multi Business or Single Business	N/A	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht. i. Spacing	2 for PUD development on 183A frontage Max 70 sq ft. per sign for Multi Business and 35 sq. ft per sign for Single Business Varies Max 10'-0" Varies N/A N/A Max 18" Min 300'-0", calculated per single lot
Building ID Wall Sign	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht.	1 per Building Façade, max 2 per building 2.0 sq ft. of sign area per 1 ft. of façade frontage upon which sign is mounted, max 150 sq ft per sign Varies Varies Max 7" Min 7'-0" AFG N/A Max 2'-0"
Building ID Blade Sign Restricted to Hotel and Cinema business types	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht.	1 per Building max 120 sq ft. Varies Varies Max 4'-0" Min 10'-0" N/A Max 18"

183A Toll Road Frontages Section Notes:

1) There is a total PUD allotment of 3 Multi Business Monument Signs for Northline. If there are no Multi Business Monument Signs installed on San Gabriel Parkway, the maximum allotment of three can be placed on the 183A Toll Road Frontage.
2) Signs in this section are only available to Building Facades located on the 183A Toll Road Frontage.

Signage Rights for Northline PUD – San Gabriel Parkway Frontage
Signs in this section are not intended for use by Master Developer
All signs in this section are by Right (R)

Sign Type	T4	T5	T6	Specifications	
Monument Sign – Multi Business and Single Business	N/A	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht. i. Spacing	1 for PUD development on San Gabriel Parkway frontage Max 70 sq ft. per sign for Multi Business and 35 sq ft. for Single Business Varies Max 10'-0" Varies N/A N/A Max 18" Min 300'-0", calculated per single lot
Building ID Wall Sign	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht.	1 per Building Façade, max 2 per building 2.0 sq ft. of sign area per 1 ft. of façade frontage upon which sign is mounted; max 150 sq ft per sign Varies Varies Max 8" Min 7'-0" AFG N/A Max 2'-0"
Building ID Blade Sign Restricted to Hotel, Multi-Family, and Cinema business types	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht.	1 per Building Max 120 sq ft. Varies Varies Max 4'-0" Min 10'-0" N/A Max 18"

San Gabriel Parkway Frontages Section Notes:

1) There is a total PUD allotment of 3 Multi Business Monument Signs for Northline. A maximum of one location is permitted on the San Gabriel Parkway frontage. If there are no Multi Business Monument Signs installed on San Gabriel Parkway, the maximum allotment of three can be placed on the 183A Toll Road Frontage.
2) Signs in this section are only available to Building Facades located on the San Gabriel Parkway Frontage.

Signage Rights in Northline PUD – General
Applies to all businesses at Northline. Signs in this section are not intended for use by Master Developer.
R= By Right / W=By Warrant

Sign Type	T4	T5	T6	Specifications	
Roof Sign	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht	1 per PUD Development 10% of façade area upon which sign is located Varies 12'-0" N/A Not to project below parapet top N/A N/A
Address Sign	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht.	1 per Business Entity Max 2 sq ft per sign Max 24" Max 12" Max 3" Min 4'-6" N/A Comply with Fire Code
Awning Sign	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth/Projection f. Clearance g. Apex h. Letter Ht i. Valance Height j. Distance from Curb	Max 1 per window N/A Max equals width of facade N/A Min 3'-0" Min 8'-0", 7'-0" by warrant N/A Min 5", max 10" Max 12" Min 2'-0"
Canopy Sign	R	R	R	a. Quantity b. Area c. Width d. Height e. Projection f. Clearance g. Apex h. Letter Ht. i. Dist. to Curb	1 per Business Entity max 50 sq ft. per canopy (subject to note 7 below) Max equals width of canopy Max 3'-0" Max 4" from canopy face Min 9'-0" AFG N/A Max 18" Min 2'-0"
Building ID Wall Sign	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht.	1 per Building Façade, max 2 1.5 sq ft. of sign area per 1 linear ft. of façade frontage upon which sign is mounted, max 40 sq ft per sign Varies Varies Max 8" Min 7'-0" AFG N/A Max 2'-0" unless part of a business logo or brand mark

Building ID Blade Sign Restricted to Hotel, Multi-Family, and Cinema business types	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht.	1 per Building Max 120 sq ft. Varies Varies Max 4'-0" Min 10'-0" N/A Max 18"
Retail Band Sign	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht.	1 per Retail Façade, 2 max 1.0 sq ft. of sign area per 1 linear ft. of retail façade frontage Max 90% of storefront width Max 3'-0" Max 8"; 4" if mounted below 7'-0" AFG No Limit Max 18" unless part of a business logo or brand mark
Retail Blade Sign	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht.	1 per Retail Facade, 2 max Max 4 sqft. per sign Max 4'-0" Max 4'-0" Max 2" Min 8'-0" AFG, 7'-0" by warrant N/A Max 8" unless part of a business logo or brand mark
Marquee Sign	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht. i. Dist. to Curb	1 per Business Entity N/A Entrance plus 2'-0" on each side/end Max 50% of story height Min 4'-0", max 10'-0" Min 10'-0" AFG N/A No Limit Min 3'-0"
Nameplate Sign	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht.	1 per Business Entity Max 3 sq ft. Max 18" Max 2'-0" Max 3" Min 4'-0" AFG Max 7'-0" N/A
Outdoor Display Case	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht.	1 per Business Entity Max 6 sq ft. Max 3'-6" Max 3'-6" Max 5" Min 4'-0" AFG N/A N/A
Shingle Sign; See	N/A	N/A	N/A	N/A	N/A

Retail Blade Sign					
Sandwich Board Sign (Sidewalk Sign)	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht.	1 per Business Entity Max 8 sq ft. Max 26” Max 42” N/A N/A Max 42” N/A
Window Sign	R	R	R	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht.	1 per Window Max 25% of glazed storefront façade area Varies Varies N/A N/A N/A Max 8” unless part of a logo or brand element
Yard Sign	R	N/A	N/A	a. Quantity b. Area c. Width d. Height e. Depth f. Clearance g. Apex h. Letter Ht.	1 per Lot Max 6 sq ft. Max 3’-0” not counting post Max 2”-0” not counting post N/A Min 3’-0” to sign edge Max 6’-0” to top of post Max 8”

General Notes applicable to all sections:

1) Total sign allotments are divided into the following categories:

A) Developer Partner businesses who are developing 50% or more of a single block have a maximum cumulative sign area of 500 sq ft per development area for purposes of building/project identification.

B) General Retail and Office Businesses have a maximum cumulative total sign area of 200 sq ft. per business.

2) Roof signs are restricted to interior site frontages on Northline Boulevard, Mel Mathis Avenue between San Gabriel Parkway and Street 3, Street 7 between San Gabriel Parkway and Northline Boulevard, and Street 8 between 183A Toll Road and Northline Boulevard only. Design, message, and placement of roof sign requires approval of Master Developer.

3) Roof sign may be mounted projecting vertically from roof or be parallel to a gabled roof. Height limit of 12’-0” is for sign only, does not include support structure.

4) Awning signs follow restrictions of Leander Smart Code Chapter 6.12.3. Colors of Awnings and Awning signs require approval of Master Developer.

5) If a Business elects to have a Canopy sign and a Retail Band Sign, one shall be the primary identification and shall be 25% larger than the other.

6) Canopy signs may be mounted above**,** within, or below canopies installed on the first floor of buildings. Letters, numbers and graphics on such signs, and the size of such letters, numbers, and graphics, shall be as determined by the Master Developer.

7) If a Canopy sign has message faces or two or more sides on a canopy, the 50 sq ft. size limit is a cumulative total of all sign message faces on the canopy.

8) Canopy signs shall have a minimum clearance of 9 feet above the sidewalk or if the canopy is lower than 8 feet above the sidewalk, the canopy sign may not extend below the bottom of the canopy.

9) A canopy is an overhead element typically placed over doors, windows, or storefronts made of rigid/permanent materials. Canopies are intended to provide shade or shelter from weather conditions.

10) Channel letters shall be permitted on Wall Signs, Band Signs, and Building ID Blade Signs.

11) Neon and other internal lighting shall be permitted on Retail Band Signs, Building ID Wall Signs, Building ID Blade Signs, and Window Signs and may be exposed and not fully contained within the sign.
12) The limitations of max of 1 Building ID Wall Sign per Building Façade and max of 2 Building ID Wall Signs per building, or 1 Building ID Blade Sign per building are cumulative totals and account for all facades of a building.
13) Building ID Wall Signs and Building ID Blade Signs may be placed anywhere on the building façade subject to approval of Master Developer. Placement should complement and work with the architectural details and proportions of the building façade.
14) Building ID Blade Sign is restricted to hotel and cinema business types.
15) Building ID Blade Sign to be located with bottom of sign no lower than bottom of 2nd level windows, unless integrated into an architectural element that is part of the building's design that extends lower.
16) Retail Band Signs may be placed anywhere within the retail façade. Placement should complement and work with the architectural details and proportions of the retail façade.
17) Marquee Sign is for theater type businesses only. This includes cinema, performance venue, and/or other similar business types.
18) Outdoor Display Case signs are restricted to restaurant business types and are intended to only display menus. Thickness/wall projection to comply with TAS limits as applicable.
19) Sandwich Board signs to have a hand-crafted quality.

EXHIBIT J

Signage Rights for Northline PUD – **Master Developer, Site Perimeter**
Reserved for use by Master Developer only
All signs in this section are by Right (R)

Images shown here are for illustrative purposes only and are not specific to designs for the Northline project

Vehicular Directional
Represitative of both perimeter and interior vehicular directional signage

Street Identification - Medium

District Identification

Street Identification - Small

Street Identification - Large

EXHIBIT J

Signage Rights for Northline PUD – **Master Developer, Site Interior**
Reserved for use by Master Developer only
All signs in this section are by Right (R)

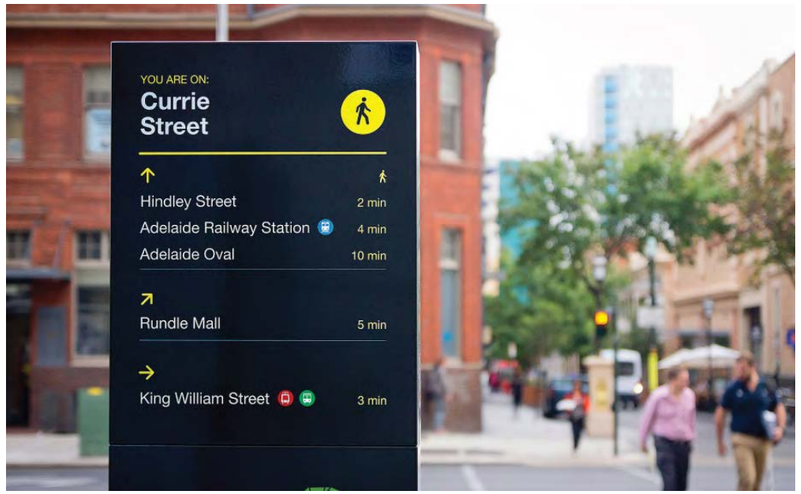
Images shown here are for illustrative purposes only and are not specific to designs for the Northline project

Vehicular Directional

Street Identification - Medium

Street Identification - Small

Street Identification - Large



Pedestrian Dirctional

EXHIBIT J

Signage Rights for Northline PUD – **Master Developer, Site Interior**
Reserved for use by Master Developer only
All signs in this section are by Right (R)

Images shown here are for illustrative purposes only and are not specific to designs for the Northline project

Temporary Space for Lease or Sale Sign/Banner

Temporary Sign/Banner

EXHIBIT J

Signage Rights for Northline PUD – **183A Toll Road Frontage**
Signs in these section are not intended for use by Master Developer
All signs in this section are by Right (R)

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Monument Sign - Multi Business or Single Business

Building Identification Blade - Restricted to Hotel and Cinema Businss Types

Building Identification - Wall Sign

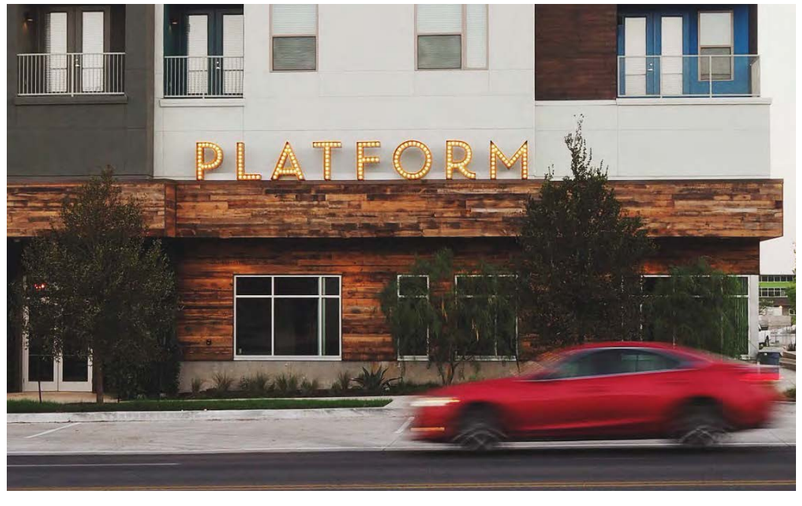
EXHIBIT J

Signage Rights for Northline PUD – **San Gabriel Frontage**
Signs in these section are not intended for use by Master Developer
All signs in this section are by Right (R)

Images shown here are for illustrative purposes only and are not specific to designs for the Northline project

Monument Sign - Multi Business or Single Business

Building Identification Blade - Restricted to Hotel, Cinema and Multi-Family Types



Building Identification - Wall Sign

EXHIBIT J

Signage Rights for Northline PUD – **General**
Applies to all businesses at Northline. Signs in these section are not intended for use by Master Developer
R = by Right / W = By Warrant

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Roof Sign

Building Identification - Wall Sign

Address Sign

Address Sign

Canopy Sign

Building Identification Blade - Restricted to Hotel, Cinema and Multi-Family Types

Awning and Signband

Awning Sign

EXHIBIT J

Signage Rights for Northline PUD – **General**
Applies to all businesses at Northline. Signs in these section are not intended for use by Master Developer
R = by Right / W = By Warrant

Images shown here are for illustrative purposes only and are not specific to designs for the Northline project

Band Sign

Retail Band Sign

Marquee and Sign

Marquee Sign

Outdoor Display Case

Outdoor Display Case

Blade Sign

Retail Blade Sign

Nameplate Sign

Nameplate Sign

Shingle Sign

Shingle Sign; See Retail Blade Sign

EXHIBIT J

Signage Rights for Northline PUD – **General**
Applies to all businesses at Northline. Signs in these section are not intended for use by Master Developer
R = by Right / W = By Warrant

Images shown here are for illustrative purposes only and are not specific to designs for the Northline project

Sidewalk Sign

Sandwich Board Sign (Sidewalk Sign)

Yard Sign

Yard Sign

Window Sign

Window Sign

Exhibit “K”

PUBLIC PARKS MAINTENANCE
AND IMPROVEMENT LICENSE AGREEMENT
(THE NORTHLINE PUD)

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Public Parkland Maintenance and Improvements License Agreement (this "**Agreement**") is made the date set forth below by and between the CITY OF LEANDER, a home-rule municipal corporation and political subdivision of the State of Texas situated in Williamson and Travis Counties, Texas (the "**City**"), and THE NORTHLINE PUD PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "**Association**").

RECITALS:

A. The Northline PUD is a mixed-used community located within the corporate limits of the City consisting of residential and commercial lots and associated improvements.

B. The Association was created to administer the affairs of The Northline PUD pursuant to the terms of that certain Declaration of Covenants, Conditions and Declaration for The Northline PUD (the "**Declaration**") dated effective _____, 2018, and recorded under Document No. 2018_____ of the Official Public Records of Williamson County, Texas, and has the authority to levy assessments secured by liens against the lots within The Northline PUD to provide a permanent source of funding for the Association, among other things, to pay for the costs of maintaining and making improvements to the public parks located within The Northline PUD dedicated to the City.

C. Pursuant to the terms of Ordinance No. #_____ of the City creating The Northline PUD ("**The Northline PUD Ordinance**"), certain Civic Areas located with The Northline PUD as reflected on the Land Use Plan attached as Exhibit C to The Northline PUD Ordinance will be dedicated by the owner to the City as public parkland (the "**Public Parks**") and certain improvements, including without limitation, trees, landscaping, lighting, hardscape, fixture and equipment, have been made, and may in the future be installed, by the owner within the Public Parks as provided in Exhibit B to The Northline PUD Ordinance.

D. In accordance with the terms of The Northline PUD Ordinance, the Association is required to maintain the landscaping and improvements within the Public Parks within The Northline PUD, and maintain liability insurance insuring the City for any personal injury or property damage claims arising from the maintenance activities performed by or on behalf of the Association in accordance the terms of this Agreement.

E. The Association acknowledges and agrees that the City has exclusive jurisdiction and control of the Public Parks, and that no trees, landscaping, lighting, hardscape, fixture and equipment may be placed within any portion of the Public Parks that would cause a hazard, or potential hazard to public health and safety, as determined in the sole discretion of the CITY.

F. The City has agreed to grant to the Association a license to maintain and improve the Public Parks within The Northline PUD in accordance with, and subject to, the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises; in furtherance of the mutual benefits to be derived by the general public, the residents of the City, and the members of the Association; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Association agree as follows:

1. The Recitals set out above in this Agreement are hereby adopted in whole as each were set out herein.

2. The City grants to the Association permission to use the Public Parks located within The Northline PUD that are now, or that may be hereafter, dedicated to the City, for the following purposes only: (1) the maintenance of the trees, shrubs, plants, grasses, ground cover and other landscaping, hardscape, fixtures, recreational, playground and equipment installed or constructed within the Public Parks from time to time; (2) the maintenance, repair and replacement of irrigation systems installed within the Public Parks from time to time; and (3) the maintenance, repair and replacement of lighting installed within the Public Parks from time to time. The City makes this grant solely to the extent of its right, title and interest in the Public Parks and such improvements, without any express or implied warranties.

3. The Association agrees that all maintenance and other activities permitted by this Agreement shall be done in compliance with plans and specifications approved in writing by the City Engineer and all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.

4. No annual fee shall be due in connection with this Agreement.

5. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors and assigns, contractors and designees to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, and franchised public utilities, on, beneath, or above the surface of the Public Parks. Notwithstanding any provision of this Agreement to the contrary, the City retains the right to enter upon the Public Parks, at any time and without notice, and assuming no obligation to the Association or its members, to remove any of the improvements located within the Public Parks whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the Public Parks; (b) protecting persons or property; or (c) the public health or safety.

6. The Association shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than $2,000,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The amount of such coverage may be increased from time to time as may be deemed necessary and prudent by the City

and the Association based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. Such insurance coverage shall specifically name the City as an additional-insured. The insurance shall cover all perils arising from the activities of the Association, its employees, agents, or contractors, permitted by this Agreement. The Association shall be responsible for any deductibles stated in the policy.

7. The Association shall provide evidence of such insurance in the form of a certificate of insurance, together with the policy provision or endorsement reflecting the City as an additional insured, to the City Manager of City within thirty (30) days after the date of this Agreement and within thirty (30) days after the date of each renewal or replacement of such policy. The Association shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail. Notwithstanding the foregoing, in the event obtaining such provision for prior notice to the City is not reasonably available, the Association agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of the insurance policy required to be obtained and maintained by the Association under the terms of this Agreement. Within ten (10) days after a suspension, cancellation or non-renewal of coverage, the Association shall provide a replacement certificate of insurance to the City. The City shall have the option to suspend the Association's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

8. The Association shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the Association under this Agreement, including any acts or negligent omissions of the Association, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses (i) for which the City shall have been compensated by insurance provided for under Paragraph 6 above, or (ii) arising from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

9. The maintenance of the Public Parks shall include the following:

(a) keeping the Public Parks free of debris and litter.

(b) mowing grass areas;

(c) trimming and pruning trees, plants and ground cover;

(d) removing and replacing dead or dying plants as necessary; provided the City may require the Association to take action to maintain the licensed property including, but

not limited to, the removal of dead or dying vegetation, which removal shall be completed within thirty (30) days following receipt of a written request from the City; and

(e) paying the costs and charges for water required for any irrigation system installed within any of the Public Parks, and the costs and charges for electricity required for any lighting within the Public Parks that is not part of the public street lighting.

10. The Association shall be permitted to make additional improvements or to make alterations and modifications to any of the improvements now existing or to be later placed on or within the Public Parks only with the prior written approval of the City Park's Director of the plans and specifications for the improvements, which approval shall be in accordance with the Parks Plan approved for The Northline PUD, as the same may be amended from time to time.

11. In the event that the Association fails to maintain the Public Parks as provided in this Agreement or otherwise fails to comply with the terms or conditions as set forth herein, the City shall give the Association written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. The Association shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if the Association does not satisfactorily remedy the same within the (30-day period, the City may perform the work or contract for the completion of the work. The Association agrees to pay within thirty (30) days of written demand by the City, all reasonable costs expenses incurred by the City in completing the work.

Association Address	**City Address**
The Northline PUD Property Owners Association Attn: Alex Tynberg 2501 Tarryhill Place Austin, Texas 78703	City of Leander Attn: City Manager P. O. Box 319 Leander, Texas 78646-0319

12. This Agreement may be terminated by the Association by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination.

13. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to the Association, this Agreement is revocable by the City if:

(a) The landscaping, and/or irrigation, lighting or other improvements within the Public Parks, or a portion of them, interfere with the City's use of the Public Parks.

(b) Use of the Public Parks, or any portion thereof, becomes necessary for a public purpose, in which event the City may remove the landscaping, and/or irrigating, lighting or other improvements within a portion of the Public Parks, in which event this Agreement shall continue as to the remainder of the Public Parks.

(c) Despite thirty (30) days written notice, the Association fails to maintain the Public Parks in accordance with this Agreement or otherwise fails to comply with the terms and conditions of this Agreement, including but not limited to, the insurance requirements specified herein.

14. This Agreement shall, in the event of any dispute over its intent, meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for or against either party.

15. This Agreement shall be governed by the laws of the state of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

16. Venue for all lawsuits concerning this Agreement will be in the Williamson County, Texas.

17. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

18. The Association shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, the Association shall furnish to the City a copy of any such assignment or transfer of any of the Association's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

EXECUTED to be effective this the _____ day of _____, 20____.

THE CITY:

CITY OF LEANDER

By: _____
Kent Cagle, City Manager

THE ASSOCIATION:

THE NORTHLINE PUD PROPERTY
OWNERS ASSOCIATION, INC.

By: _____
Alex Tynberg, President

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 20___, by Kent Cagle, as City Manager of THE CITY OF LEANDER, TEXAS, a home rule City, on behalf of said City.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by Alex Tynberg, as President of THE NORTHLINE PUD PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.

_____
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

City of Leander
Attn: City Secretary
P. O. Box 319
Leander, Texas 78646-0319

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY AMENDING THE NORTHLINE PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR THE OPTION OF REMOVING 20.5 ACRES AND MODIFICATIONS TO EXHIBITS A, B, D, AND F; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, after giving at least ten (10) days written notice to the owners of land within two hundred (200') feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

WHEREAS, after publishing notice of the public hearing at least fifteen (15) days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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

SECTION 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. Amendment of Zoning Ordinance. Ordinance No. 05-018-00, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including **115.7076** acres ±; being more particularly described in Exhibit "B"; generally located south of East San Gabriel Parkway and approximately 200 feet east of US 183; out of the William Mancil Survey, Abstract No. 437, the Talbot Chambers Survey, Abstract No. 125; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by amending the Northline PUD (Planned Unit Development) to allow for the option of removing 20.5 acres and modifications to exhibits A, B, D, and F. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A" and "B" which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance

and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

SECTION 5. Recording Zoning Change. The City Council directs the Planning Department to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

SECTION 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

SECTION 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 21st day of November, 2024.
FINALLY PASSED AND APPROVED on this the 5th day of December, 2024.

ATTEST: **THE CITY OF LEANDER, TEXAS:**

_____ _____

Dara Crabtree, City Secretary Christine DeLisle, Mayor

MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, November 14, 2024
Regular Meeting at 6:00 PM

Place 1 – Donnie Mahan	**Place 5 – James Oliver, Vice–Chair**
Place 2 – Joseph Morales	**Place 6 –Laura Lantrip, Chair**
Place 3 – Ron May	**Place 7 –Scott Calame**
Place 4 – Tara LeDay	**Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order.
   Meeting was called to order at 6:00 p.m.

2. Roll Call.
   All commissioners were present except Commissioner John Cosgrove.

3. Swearing in of Planning & Zoning Commissioners Joseph Morales, Tara LeDay, Laura Lantrip, and Scott Calame.

4. Election of Chair.

   a. Nomination for position of Chair.
   b. Discussion of Nominees.
   c. Election of Chair.

   Motion to nominate James Olive as Chair

   By: Board Member Mahan
   Seconded: Board Member May

   Vote: 7 - 0

5. Election of Vice Chair.

   a. Nomination for position of Vice Chair.
   b. Discussion of Nominees.
   c. Election of Vice Chair.

   Motion to nominate Scott Calame as Vice Chair

   By: Board Member Oliver
   Seconded: Board Member Lantrip

   Vote: 7 - 0

6. Director's report to the Planning & Zoning Commission on action taken by City Council on the November 7, 2024 meeting.

7. Review of meeting protocol.

8. Public comments on items not listed in the agenda. No one spoke.

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

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

CONSENT AGENDA: ACTION

Motion to approve Consent Agenda Items # 9-13.

By: Board Member Lantrip
Seconded: Board Member Calame

Vote: 7 - 0

9. Approval of Subdivision Case FP-23-0055 regarding the replat of Lots 37, 38, and 39, Hidden Mesa Subdivision as Crystal Mesa Cove Two Final Plat on three parcels of land approximately 10.339 acres ± in size, more particularly described by Travis Central Appraisal District Parcels 354047, 354048, and 354050; and generally located to the southwest of the intersection of on the west of High Lonesome and CR 290, Leander, Travis County, Texas.

10. Approval of Plat Vacate Case FP-24-0163 regarding the vacation of Plat Vacate Case Cross Creek Phase 2 Partial Plat Vacate Final Plat on six (6) parcels of land approximately 5.8644 acres ± in size, more particularly described by Travis Central Appraisal District Parcels 467188, 467189, 467190, 459396, 459397, and 459398; generally located northeast of the intersection of Buck Run and Martha Ann Drive, Leander, Travis County, Texas.

11. Approval of the Subdivision and Site Development Application Forms pursuant to Article IX, Section 9 (a) (1) c. of the Composite Zoning Ordinance; Leander, Williamson & Travis Counties, Texas.

12. Approval of the minutes for meeting held on October 24, 2024.

13. Approval of the designation of the Planning Coordinator as the Planning & Zoning Commission Secretary.

PUBLIC HEARING: ACTION

14. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0103 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Skotz Minor PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one (1) parcel of land approximately 4.03 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031255; and more commonly known as 9800 RM 2243, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0103 as described above.

Public Hearing opened at 6:00 p.m.; Public Hearing closed at 6:00 p.m. No one spoke in favor or opposition of the request.

Motion to approve Zoning Case Z-23-0103.

By: Board Member Mahan
Seconded: Board Member Calame

Vote: 7 - 0

15. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0118 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the High Gabriel Township PUD (Planned Unit Development) with the base zoning district of SFS-2-B (Single-Family Suburban) on two (2) parcels of land approximately 12.75 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R362129 and R032227; and generally located south of High Gabriel East, approximately 1,100 feet east of US 183, Leander, Williamson County, Texas.

    - Discuss and consider action regarding Zoning Case Z-24-0118 as described above.

Public Hearing opened at 6:14 p.m.; Public Hearing closed at 6:22 p.m.

Spoke in opposition of the request:
Ken Missler, 801 Riva Ridge Dr Leander, TX 78641
Sarah Johnson, 701 Riva Ridge Dr Leander, TX 78641
Jeff Moore, 727 Riva Ridge Dr Leander, TX 78641

Submitted via the website in opposition to the request:
Jason Reeves, 833 Beautyberry Ln Leander, TX 78641
Faith Johnson, 727 Riva Ridge Dr Leander, TX 78641
James Gammage, 708 Riva Ridge Leander, TX 78641

Motion to Postpone Zoning Case Z-24-0118 to the November 26, 2024 Planning & Zoning meeting to allow the applicant to visit with the neighbors and provide updates on the PUD notes, following a discussion.

By: Board Member Mahan
Seconded: Board Member Calame

Vote: 7 - 0

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

    - Discuss and consider action regarding Zoning Case Z-24-0123 as described above.

Public Hearing opened at 7:05 p.m.; Public Hearing closed at 7:05 p.m. No one spoke in favor or opposition of the request. Mayor Christine DeLisle spoke in favor of the request.

Motion to approve Zoning Case Z-24-0123, following a discussion.

By: Board Member Calame
Seconded: Board Member May

Vote: 6 - 1 (Morales)

17. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0148 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban) on one (1) parcel of land approximately 15.416 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031560; and generally located north of the intersection of CR 177 and Valley View Drive, Leander, Williamson County, Texas.

    - Discuss and consider action regarding Zoning Case Z-24-0148 as described above.

Public Hearing opened at 7:40 p.m.; Public Hearing closed at 7:50 p.m.

Spoke in opposition of the request:
James Pittman, 115 Valley View Leander, TX 78641
Brian Wade, 108 Valley View Dr. E Leander, TX 78641
Josh Freeman, 151 Valley View Dr E Leander, TX 78641
Mariely Bandas, 107 Valley View Dr Leander, TX 78641
Charles Griffin, 16 Valley View Circle Leander, TX 78641

Motion to approve Zoning Case Z-24-0148, following discussion.

By: Board Member Lantrip
Seconded: Board Member May

Vote: 7 - 0

18. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0149 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFS-2-A (Single-Family Suburban) on one (1) parcel of land approximately 28.74 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R338811; and generally located southeast of the intersection of Mineral Drive and CR 175, Leander, Williamson County, Texas.

    - Discuss and consider action regarding Zoning Case Z-24-0149 as described above.

Public Hearing opened at 8:12 p.m.; Public Hearing closed at 8:12 p.m.

Submitted via the website in opposition of the request:
Bharat Mehta, 2901 County Road 175 Leander, TX 78641
Vinod Dosapati, 2349 Millbrook Loop Leander, TX 78641

Motion to approve Zoning Case Z-24-0149 following a discussion.

By: Board Member Cosgrove
Seconded: Board Member Calame

Vote: 7 - 0

19. Conduct a Public Hearing and consider action regarding Ordinance Case OR-24-0023 to amend the Composite Zoning Ordinance to update requirements for site development, dry utilities, and to provide for related matters; Williamson & Travis Counties, Texas.

    - Discuss and consider action regarding Ordinance Case OR-24-0023 as described above.

Public Hearing opened at 8:16 p.m.; Public Hearing closed at 8:16 p.m.

Motion to approve Ordinance Case OR-24-0023 following a discussion.

By: Board Member May
Seconded: (Tara LeDay)

Vote: 7 - 0

REGULAR AGENDA

20. Adjournment
Meeting adjourned at 8:18 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON

EXECUTIVE SUMMARY
11/21/2024

AGENDA SUBJECT:
Conduct a Public Hearing regarding Ordinance Case OR-24-0023 to amend the Composite Zoning Ordinance to update requirements for site development, dry utilities, and to provide for related matters; Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-24-0023 as described above.

BACKGROUND:
This request is the first step in the ordinance amendment process. This amendment to the Composite Zoning Ordinance includes the following:

- Updated the requirements for Dry Utility Permits.
- Clarified the process for Site Development Permits, Minor Site Development Permits, and Dry Utility Permits.
- Removed the requirement for approval of a lift station report, water and wastewater capacity analysis, drainage study, floodplain development, TIA, and/or preliminary park plan in order to be in compliance with the recent legislative update.
- Created a Development Services Review Committee to allow for administrative flexibility.
- Provided an option for the applicant to request an extension from the Planning & Zoning Commission if the application expires.
- Established a deadline for the commencement of a pre-construction meeting to start a project.
- Added provisions to allow for an Early Grading Phase of development.

HISTORY/TIMELINE:

APPLICANT/AGENT:
City of Leander

RECOMMENDATION:
Staff recommends approval of the ordinance amendment. During the meeting of November 14, 2024 the Planning & Zoning Commission recommended approval.

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

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Fiscal Impact

Attachments:

1. OR-24-0023 Att 1 Ordinance
2. OR-24-0023 Att 2 CZO Dry Utility Rough Grading
3. Draft P Z Minutes 11.14.2024

ARTICLE IX. SITE DEVELOPMENT

SECTION 2: ADMINISTRATION AND REVIEW

(a) Development Services Review Committee (DSRC)

(1) Purpose: The Development Services Review Committee (DSRC) shall be created to generally ensure compliance of applications with all applicable codes, regulations, laws, ordinances and plans and to coordinate the review of development proposals to ensure that all City requirements have been met without conflict. The DSRC shall have all the power and duties specifically provided for herein.

(2) Representatives: The DSRC shall consist of department or division authorities or their assigns from the review departments to include:

(i) Development Services Director
(ii) City Engineer
(iii) Planning Manager
(iv) Building Official
(v) Fire Marshal
(vi) Parks & Recreation Director
(vii) Public Works Director

(3) Powers and Duties:

(i) The DSRC shall determine based on information submitted by the applicant whether or not the site development plans meet the requirements of codes, regulations, and ordinances.
(ii) The DSRC will review requests for administrative exceptions to provisions of this code.
(iii) An administrative exception may be granted if the DSRC finds the following:
1. The exception will provide an alternate means of achieving the same or higher level of technical performance specified by this code; and
2. The exception is in harmony with the general purpose and intent of this Article so that public health, safety and welfare may be secured.

~~(i)~~(iv) All requested exceptions from this code shall be made in writing before the first resubmittal of the application. The request shall be made to the Development Services Department.

~~(ii)~~(v) The applicant shall have the burden of proving that an exception, if granted, will provide the same level of technical performance specified by this Article.

(vi) Findings of the DSRC, together with the specific facts upon which findings are based, shall be kept in the case files for the site development permit.

(4) Administrative Exceptions: The DSRC shall have the authority to authorize an administrative adjustment to up to ten (10%) percent of any numerical standard set forth in the Composite Zoning Ordinance. Exceptions include setback encroachments, driveway determinations, and detention pond design. No administrative exception shall increase the overall density or intensity of the development.

(i) Review and action by the DSRC: The DSRC shall review the application and approve or disapprove the application based on the criteria below. A written decision including findings on the criteria below and provided to the applicant.
1. That granting the administrative adjustment serves a conspicuously obvious and needed purpose;
2. That granting the administrative adjustment will ensure an equal or better level of land use compatibility as compared to the applicable standards;
~~1.~~3. That granting the administrative adjustment will not materially and adversely affect adjacent land uses and the physical character of uses in the immediate vicinity of the proposed development because of inadequate buffering, screening, setbacks and other land use considerations; and
~~2.~~4. That granting the administrative adjustment shall be generally consistent with the purposes and intent of this Code.

SECTION ~~23~~: ~~SITE~~ APPLICATION~~PLAN~~ ~~PP~~ROCESSING, APPLICATION ~~;~~ ~~EE~~XPIRATION, AND PERMITTING.

(a) ~~Site~~ Application~~Plan~~ Processing.

(1) Application ~~Site plan s~~Submission.

(i) The applicant is required to attend a pre-development meeting with city staff to help familiarize the applicant with applicable codes and regulations for site development and minor site development permit applications. The Planning Director may waive this requirement if they deem that the meeting is not necessary.

(ii) The Planning Director shall prepare an application Submittal Schedule. The Submittal Schedule shall be reviewed and approved by the Commission annually. The Planning Director is authorized to adjust an approved schedule to accommodate holidays, City Hall closures, and cancelled or special called meetings.

(iii) The Planning Director shall prepare site development, minor site development, and dry utility application forms which shall include a checklist of the required information and documents that are required to be submitted by applicants in order for an application to be accepted as complete for review and processing under this Chapter. The Commission shall review and approve the application forms and amendments prepared by the Planning Director from time to time. The submittal shall also include a list of any requested variances from the ordinances. The Planning Director shall update the application from time to time as required due to amendments to this Ordinance, state law, or applicable technical codes and manuals.

(iv) Applications~~Site plans shall be submitted by appointment and~~ will only be accepted for submittal with the Planning Department on the days authorized by the adopted Submittal Schedule. City staff shall review the application for completeness and either accept the application as complete or reject the application and provide the applicant with written notice of rejection that specifies the reasons for rejection within ten (10) business days of the date the application is submitted. An application will be considered complete if it is submitted in the required form, includes all information and documents required in the application, and is accompanied by the applicable fees. An application that is not complete, does not include the information or documents required in the application, or is not accompanied by the applicable fees shall not be accepted by the City for review and processing. If the application is determined to be incomplete, the Planning Director shall provide written notice of the rejection of the application that includes a description of the application's deficiencies. No further processing of the application will occur until the deficiencies are corrected. ~~e. In addition to the items required on the Site Development Permit application and checklist, the following must be reviewed and approved prior to the submittal of the Site Development Permit application in order for the Site Development Permit application to be accepted as complete, unless the City Engineer, Director of Planning, or Director of Parks and Recreation determines that one of the items is either not needed or may be reviewed concurrently to process the Site Development Permit application:~~

~~a.~~

~~b. Lift station report~~

~~c. Water and wastewater capacity analysis~~

~~d. Drainage study~~

~~e. Floodplain permit/ CLOMR~~

~~f. Traffic impact analysis~~

~~g. Preliminary Park Plan~~

(v) ~~f.~~ As coordinator of the ~~site development~~ permit process, the Planning Department shall distribute copies of a site plan accepted for review and processing to all reviewing departments. Within forty-five (45) calendar days of the filing date, the application~~site development permit~~ shall be disapproved, with reasons provided for such disapproval, or

approved. Issuance of comments by ~~city~~ Development Services Review Committee (DSRC)~~staff~~ identifying items to be addressed by the applicant shall constitute disapproval of such application until the applicant addresses such comments. Failure to disapprove or approve the site development application within forty-five (45) days shall constitute approval of the application.

(b) Expiration of application.

(1) Prior to an application being accepted for review and processing, an application shall expire on the forty-fifth (45th) day after the date the application is submitted to the City if:

(i) The applicant fails to provide documents or other information necessary to comply with requirements relating to the form and content of the application set forth in this Ordinance;

(ii) Within ten (10) business days of the date the application is submitted to the City, the City provides the applicant written notice of the failure that specifies the necessary documents or other information that are missing from the application and the date the application will expire if the documents or other information is not provided; and

(iii) The applicant fails to provide the specified documents or other information within the time provided in the notice.

(2) After an application ~~site development permit~~ is accepted for review and processing, the site development permit application shall expire within nine (9) months of the date that all initial staff review comments from all reviewing departments have been issued on the application if a ~~site development~~ permit has not been issued due to the applicant's failure to cause the proposed ~~site development~~ application to comply with applicable city regulations. The Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining a ~~site development~~ permit. Substantial progress shall consist of, at a minimum, a resubmission of the ~~site development~~ plans and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

(3) If the permit has not been issued after the administrative extension is granted, the Planning & Zoning Commission may consider one (1) additional six (6) month extension if the applicant~~ion~~ can show substantial progress towards obtaining a permit.

~~(c)~~ Permit Issuance.

(c)

(1) Approved plans signed.

(i) After all comments from all reviewing departments have been addressed and all fees have been paid, the applicant shall deliver a digital file of the corrected site plan including civil plan sheets, utility plans, drainage, and landscape plans with a letter from the person preparing the plan stating that the digital file is the most recent version reflecting all changes made to the site plan and landscape plan and is the same version as represented on the prints provided.

(ii) The applicant shall also deliver the required number of prints of the sets of final plans, including civil plan sheets and all accompanying materials, as required on the most recent application and checklist, for final review and approval. The applicant or applicant's agent shall include a letter with the resubmission explaining how all staff comments have been addressed. The applicant or applicant's agent shall also provide a signed statement indicating what additional changes, other than those required to address staff comments, if any, have been made to the site plan and any accompanying materials and plan sheets. If no additional changes have been made, the applicant or applicant's agent shall provide a signed statement verifying this.

(iii) Once the DSRC has verified that the application and plans conform to all applicable ordinances of the city, the DSRC shall sign all sets of approved plans, and one signed set shall be provided to the applicant or applicant's agent. The applicant shall provide the applicant's signed set (or a copy, thereof) to the contractor responsible for completing site

improvements. Approval of a permit does not constitute, nor does it guarantee, approval of a building permit to construct a building.

(2) Pre-Construction Meeting.

(i) Each site development permit, minor site development permit, or dry utility permit requires a pre-construction meeting with an engineering Inspector prior to any construction on site. A pre-construction meeting provides an opportunity to begin communication and problem solving between the city staff and the design/construction team prior to the start of a construction project. At this meeting, the approved site development, minor site development, or dry utility plans and any documents relevant to the site will be reviewed and the participants will discuss any major items, answer questions the sub-contractors may have, and explain the inspection procedure. The project agent may request this meeting after installing the erosion controls and completing an inspection. The city encourages owner representative, project architect, project engineer, project manager, project superintendent, and subcontractor to attend this meeting. An additional pre-construction meeting is required if the primary contractors change unless otherwise approved by the Planning Director.

(ii) Construction shall begin within ninety (90) days after the pre-construction meeting, if construction has not started within the ninety (90) day period then another pre-construction meeting will be required prior to start of construction.

(3) Construction shall not ~~to~~ begin prior to a pre-construction meeting and permit issuance.

~~(i)~~ Site construction shall not begin until the Planning Department has issued a site development permit. ~~all necessary permits have been obtained, all fees paid, approval has been granted by all reviewing departments and a site development permit is issued by the Planning Department.~~ A stop-work order may be issued and an applicant shall be required to pay two (2) times the normal application~~permit~~ fee for any property upon which construction has begun prior to the issuance of a site development, minor site development, or dry utility ~~-~~permit, unless prior written approval is obtained from the Planning Department. If a stop-work order is issued as a result of construction beginning prior to issuance of a site development permit, construction activities shall cease until the required approval is obtained.

~~(d)~~(a)~~Review fee and professional recovery fee. A professional recovery fee as set forth in Appendix A shall be required at the time of site development or minor site development permit application submittal. In addition to the professional recovery fee and the review fee, a phasing fee shall be required at the time of site development permit application submittal for all projects with more than one phase. The phasing fee shall be as set forth in Appendix A and shall not be assessed for the first phase. Fees associated with proposed site development permit revisions shall apply to proposed changes to an approved site plan that are considered minor deviations or design modifications and impervious cover shall be calculated based only on the portions of the plan proposed to be changed. Fees for proposed changes to an approved site plan may be waived by the Planning Department if such deviations are so minor so as not to require the submission or review of new plans. All fees shall be non-refundable. Changes to an approved site plan which are necessary to relocate approved building square footage or parking areas due to the exercise of the power of eminent domain by the City shall be considered minor deviations and design modifications for the purposes of this section and, in addition, shall not be assessed any additional fee.~~

(e) ~~(b) Site Development~~ Permit Expiration.

(1) A site development permit ~~and~~or minor site development ~~-~~ permit, including all phases identified on the site plan, expires two (2) years after the date of its ~~approval~~issuance, or as identified on an approved phasing plan, unless one or more of the following events occur:

(i) ~~(i)~~ Building permits required to construct all buildings shown on the site plan are issued prior to the expiration date and those active building permits are in effect until the work is completed and certificates of occupancy are issued.

(ii) ~~(ii)~~ If no building permits are required to complete the development authorized by the site development permit, any required site work is commenced and diligently pursued to completion and a certificate of completion is issued. For purposes of this section, the term "diligently pursued" shall mean that activity towards completion of the development approved by the site development permit does not cease for more than thirty (30) consecutive days, that substantial progress is being made and that all improvements required by the site development permit are completed with two years of issuance of the permit. The Planning Department will be responsible for making the determination of whether site work is diligently pursued to completion. The determination may be appealed to the City Manager, whose decision is final.

(2) If a site development or minor site development permit expires, the applicant may request a reinstatement of the site development permit with the following conditions:

(i) No changes are permitted to be made to the site development permit except for minor changes as defined in this Chapter and approved by the Planning Department.

(ii) The applicant shall pay a nonrefundable fee in the amount of one-half of the original fee.

(iii) ~~(iii)~~ The application is in conformance with all applicable rules and regulations of the City in effect at the time that the application for reinstatement is made.

(iv) The reinstatement must be requested within 24 months of the expiration date of the approved Site Development Plan.

(v) The circumstances of the adjacent properties, roadways and subject property shall have remained the same, so as to not change the requirements applicable to the property. Such circumstances could include, but not be limited to, a change of zoning in the subject or adjacent properties, a change in the boundary of the subject property, a change in classification of the adjacent roadway or neighboring construction affecting landscape buffers.

(3) A dry utility permit expires six (6) months after the date of issuance. The applicant may request an additional three (3) month extension by requesting a pre-construction meeting and an extension.

(f) Site Development Permit.

(1) Projects that include site activity as listed in Section 1(b), Article IX of this ordinance require a site development permit. A site development permit application shall be submitted for review in conformance with all information and materials required by the most recent site development permit application/checklist.

(2) Review fee and professional recovery fee. A professional recovery fee as set forth in Appendix A shall be required at the time of site development or minor site development permit application submittal. In addition to the professional recovery fee and the review fee, a phasing fee shall be required at the time of site development permit application submittal for all projects with more than one phase. The phasing fee shall be as set forth in Appendix A and shall not be assessed for the first phase. Fees associated with proposed site development permit revisions shall apply to proposed changes to an approved site plan that are considered minor deviations or design modifications and impervious cover shall be calculated based only on the portions of the plan proposed to be changed. Fees for proposed changes to an approved site plan may be waived by the Planning Department if such deviations are so minor so as not to require the submission or review of new plans. All fees shall be non-refundable. Changes to an approved site plan which are necessary to relocate approved building square footage or parking areas due to the exercise of the power of eminent domain by the City shall be considered minor deviations and design modifications for the purposes of this section and, in addition, shall not be assessed any additional fee.

(3) A site development permit may include an early grading phase as part of the application in compliance with the Site Development Permit application and checklist. Once a project meets the following requirements, an Early Grading Phase Permit may be issued.

(i) The review of the site development permit shall be substantially complete which means confirmation that the following requirements have been met:

a. All substantial comments relating to the location of any proposed impervious cover have been cleared as determined by the Development Services Review Committee (DSRC);

b. The site development plans are in compliance with the setback requirements;

c. Tree preservation plan is approved;

d. All required fees have been paid associated with the site development permit including the additional early grading phase fee.

e. An early grading phase package is incorporated into the Site Development Permit submittal as listed in the application and checklist.

(ii) Upon approval of the review of the Early Grading Phase sheets of the plan set, an Early Grading Phase Permit may be issued. Prior to issuance, the following items shall be completed:

a. A cost estimate for revegetating the site signed and sealed by the project engineer shall be provided as well as a cash deposit equal to the cost estimate plus fifteen (15%) shall be submitted. This deposit shall be held until site completion and then returned to the payee upon issuance of the certificate of completion for the site.

b. An erosion control inspection shall be completed and approved;

c. A pre-construction meeting shall be held; and

d. An Early Grading Permit shall be issued that is signed by the property owner and site contractor conducting the grading. This permit shall include conditions confirming that the permit only allows for grading, requirements for revegetation if the construction activity ceases for more than fourteen (14) days, and confirm that this permit is issued at the risk of the developer. In the event that the plans change after the grading has started, compliance with all ordinances and requirements is still required.

(d) ~~(c)~~ Minor Site Development Permit.

(1) ~~(1)~~ Projects that include minor site activity similar to those listed in Section 1(b) and including brush clearing, Article IX of this ordinance may be eligible for a minor site development permit. To be eligible, such projects may increase the impervious cover by no more than 1,000 square feet. In addition, a minor site development permit application shall be submitted for review in conformance with all information and materials required by the most recent minor site development permit application/checklist. Example improvements may include:

(i) Small building additions;

(ii) Parking lot revisions to include striping and small expansions;

(iii) Outdoor storage location adjustments; or

~~(i)~~(iv) Landscaping modifications.

(2) ~~(2)~~A project is not eligible for the Minor Site Development Process when:

(i) A Traffic Impact Analysis (TIA) is required;

(ii) The proposal requires preparation of a drainage study.

(iii) Impervious cover is proposed that exceeds 1,000 square feet;

(iv) A new building in excess of 1,000 square feet is proposed; or

(v) A building addition is proposed in excess of 1,000 square feet or twenty (20%) of the existing building's square footage, whichever is less.

(3) A professional recovery fee as set forth in Appendix A shall be required at the time of site development permit exemption application submittal.

(e) ~~(d) Reserved.~~

~~(e)~~ Dry Utility Permit.

(1) Projects that consist solely of the installation of utilities and associated facilities are eligible for review and processing as dry utility permit. A dry utility permit application shall be submitted for review in conformance with all information and materials required by the most recent dry utility permit application/checklist.

(i) Dry utilities shall be located underground in accordance with Section 13.01.004 of the code.

~~(i)~~(ii) Overlash of utility lines is permitted between existing utility poles where existing lines are present. Overlash means the tying of additional communications facilities to those

previously attached to existing utility poles. New lines may not be extended across public ROW or between poles where lines do not already exist.

(2) Application.

(i) Contractors must carry liability insurance and list the city as additional insured during construction of the project.

(ii) Door hangers are required to be placed on all houses within any subdivisions impacted by the dry utility permit a minimum of fifteen (15) days prior to the start of a dry utility project. These door hangers shall include the name and phone number of the contractor doing the work, the name of the dry utility provider and phone number, and the time frame for the work.

(3) Project close out:

(i) A certificate of completion shall be issued upon completion of the project. All construction equipment, spoils, and debris shall be removed and the site shall be revegetated and restored.

(4) Penalties

(i) Damage to property

i. If public or private property is damaged during installation of dry utilities, the utility provider, contractor, and/or sub-contractor shall be responsible for repair.

ii. No additional applications will be accepted for review or permits issued until damage is repaired.

(ii) Work without permit

i. No additional applications will be accepted for review or permits issued until the plans are submitted and a permit is issued.

~~(ii)~~(iii) Stagnant project: If works stops for more than two (2) weeks, all construction equipment, spoils, and debris shall be removed and the site shall be revegetated and restored.

SECTION 3: PROCEDURES FOR APPLICATION A~~A~~PPROVAL ~~OF SITE PLANS.~~

(a) ~~Site~~ ApplicationPlan ~~Plan~~ Approval. The Planning Department shall not ~~approve~~ issue a site development or minor site development permit~~a site plan~~ until all reviewing departments of the city have indicated that the proposed site plan, with all applicable attachments, complies with all applicable provisions of the code of ordinances of the city including the Composite Zoning Ordinance and the Subdivision Ordinance. ~~The applicant shall identify all A, B, and C Streets.~~ Parkland and park improvements shall be required for all multi-family development in accordance with the standards of Section 61 of the Subdivision Ordinance. Development shall comply with regulations for Buffer Zones set forth in Section 49 of the Subdivision Ordinance. The Planning Department shall approve a site plan if the proposed development complies with all applicable codes of the city. If the Planning Department finds that the site plan does not comply with all applicable codes of the city, the site plan shall be disapproved pending submittal of a site plan in compliance with the code of ordinances of the city. Issuance~~Approval~~ of a site development permit authorizes the applicant to begin site development.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING SECTIONS OF ARTICLE 14.02, THE COMPOSITE ZONING ORDINANCE TO AMEND THE COMPOSITE ZONING ORDINANCE TO UPDATE REQUIREMENTS FOR SITE DEVELOPMENT, DRY UTILITIES, AND PROVIDE FOR RELATED MATTERS; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City sees a need to update the ordinance requirements to clarify the requirements for site development and dry utility permits to provide for a more efficient process for the city and development community.

WHEREAS, the Planning & Zoning Commission held a public hearing on the proposed amendments to Section 14.02.001, Article 14.02, Chapter 14, Leander Code of Ordinances (the "Composite Zoning Ordinance"), and forwarded its recommendation on the amendments to the City Council; and

WHEREAS, after publishing notice of the public hearing at least fifteen (15) days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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

SECTION 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. Amendment of Article IX. Article IX of the Composite Zoning Ordinance is hereby amended in its entirety as follows:

SECTION 1: GENERAL PROVISIONS.

(a) Purpose. The purpose of this chapter is as follows:
   (1) To establish rules and procedures for the orderly planning and development of commercial sites and residential sites involving more than two dwelling units;
   (2) To provide for a permit separate and distinct from the building permit so that site issues such as drainage, driveways, access, utilities and internal circulation may be resolved without the need for the preparation and review of detailed architectural plans;

(3) To permit site preparation and drainage improvements without imposing the expense and time burden required for a full building permit;
(4) To permit the planning of a phased site development without imposing the expense and time burden required for the preparation and review of complete architectural plans for all phases of the development;
(5) To provide development applicants a site development permit to help expedite and enhance success and marketability of the project;
(6) To provide city staff with procedures for the review and approval of site development;
(7) To enhance the ability of a developer to obtain financing for a development project;
(8) To maintain consistency with other area jurisdictions; and
(9) To simplify and expedite the building permit process.

(b) Applicability; Site Development Permit, Minor Site Development Permit, or Dry Utility Permit Required. Any person who develops, or causes to be developed, property located within the corporate limits of the City shall comply with this Chapter and shall obtain a site development permit, dry utility permit, or minor site development permit, as applicable prior to commencing development. Reference to site development permits in this Article shall include dry utility permits and minor site development permits. Within the city corporate limits the use of property shall not be changed, no development shall take place and no building permit shall be issued until a site development permit has been issued in accordance with the code of ordinances of the City. A property must either be final platted or exempt from platting before a site development permit may be issued. Property for which a site development permit has been issued shall be developed in compliance with the approved site plan. The following are exceptions to the applicability of this Chapter:
(1) Construction, alteration or addition to a single-family or two family residential structure, or an accessory building to any such structure.
(2) Alteration or finish-out of an existing building when the alteration or finish-out does not increase the square footage of the building or change the building footprint as long as one of the following applies:
(i) The use does not change, or if the use changes, the new use does not require more parking than is currently existing and no additional parking spaces, aisles or driveways are proposed;
(ii) The alteration, finish-out or change of use is in compliance with all applicable codes and regulations of the city; and
(iii) The proposal does not increase the degree of any existing nonconforming use or nonconforming structure.
(3) Construction of a fence, but no exception is granted by this subsection for construction of a retaining wall or for a fence that may obstruct or change the flow of water.
(4) Substantial restoration that is commenced within a period of one year of a building damaged by fire, explosion, flood, tornado, riot, act of the public enemy, or accident of any kind.
(5) A canopy or carport placed over existing parking spaces or other paved area.

(6) Any other minor site activity similar to those listed above and eligible for a minor site development permit approved by the Planning Department prior to beginning such site activity or work.

SECTION 2: ADMINISTRATION AND REVIEW

(a) Development Services Review Committee

(1) Purpose: The Development Services Review Committee shall be created to generally ensure compliance of applications with all applicable codes, regulations, laws, ordinances and plans and to coordinate the review of development proposals to ensure that all City requirements have been met without conflict. The Development Services Review Committee shall have all the power and duties specifically provided for herein.

(2) Representatives: The Development Services Review Committee shall consist of department or division authorities or their assigns from the review departments to include:

(i) Development Services Director
(ii) City Engineer
(iii) Planning Manager
(iv) Building Official
(v) Fire Marshal
(vi) Parks & Recreation Director
(vii) Public Works Director

(3) Powers and Duties:

(i) The Development Services Review Committee shall determine based on information submitted by the applicant whether or not the site development plans meet the requirements of codes, regulations, and ordinances.
(ii) The Development Review Services Committee will review requests for administrative exceptions to provisions of this code.
(iii) An administrative exception may be granted if the committee finds the following:
1. The exception will provide an alternate means of achieving the same or higher level of technical performance specified by this code; and
2. The exception is in harmony with the general purpose and intent of this Article so that public health, safety and welfare may be secured.
(iv) All requested exceptions from this code shall be made in writing in writing before the first resubmittal of the application. The request shall be made to the Development Services Department.
(v) The applicant shall have the burden of proving that an exception, if granted, will provide the same level of technical performance specified by this Article.
(vi) Findings of the Development Services Review Committee, together with the specific facts upon which findings are based, shall be kept in the case files for the site development permit.

(4) Administrative Exceptions: The Development Services Review Committee shall have the authority to authorize an administrative adjustment to up to ten (10%) percent of any numerical standard set forth in the Composite Zoning Ordinance.

Exceptions include setback encroachments, driveway determinations, and detention pond design. No administrative exception shall increase the overall density or intensity of the development.

(i) Review and action by the Development Services Review Committee: The Development Services Review Committee shall review the application and approve or disapprove the application based on the criteria below. A written decision including findings on the criteria below and provided to the applicant.

1. That granting the administrative adjustment serves a conspicuously obvious and needed purpose;
2. That granting the administrative adjustment will ensure an equal or better level of land use compatibility as compared to the applicable standards;
3. That granting the administrative adjustment will not materially and adversely affect adjacent land uses and the physical character of uses in the immediate vicinity of the proposed development because of inadequate buffering, screening, setbacks and other land use considerations; and
4. That granting the administrative adjustment shall be generally consistent with the purposes and intent of this Code.

SECTION 3: APPLICATION PROCESSING, APPLICATION EXPIRATION, AND PERMITTING.

(a) Application Processing.

(1) Application Submission.

(i) The applicant is required to attend a pre-development meeting with city staff to help familiarize the applicant with applicable codes and regulations for site development and minor site development permit applications. The Planning Director may waive this requirement if they deem that the meeting is not necessary.

(ii) The Planning Director shall prepare an application Submittal Schedule. The Submittal Schedule shall be reviewed and approved by the Commission annually. The Planning Director is authorized to adjust an approved schedule to accommodate holidays, City Hall closures, and cancelled or special called meetings.

(iii) The Planning Director shall prepare site development, minor site development, and dry utility application forms which shall include a checklist of the required information and documents that are required to be submitted by applicants in order for an application to be accepted as complete for review and processing under this Chapter. The Commission shall review and approve the application forms and amendments prepared by the Planning Director from time to time. The submittal shall also include a list of any requested variances from the ordinances. The Planning Director shall update the application from time to time as required due to amendments to this Ordinance, state law, or applicable technical codes and manuals.

(iv) Applications will only be accepted for submittal with the Planning Department on the days authorized by the adopted Submittal Schedule. City staff shall review the application for completeness and either accept the application as complete or reject the application and provide the applicant with written notice of rejection that specifies the reasons for rejection within ten (10) business days of the date the application is submitted. An application will be considered complete if it is submitted in the required form, includes all information and documents required in the application, and is accompanied by the applicable fees. An application that is not complete, does not include the information or documents required in the application, or is not accompanied by the applicable fees shall not be accepted by the City for review and processing. If the application is determined to be incomplete, the Planning Director shall provide written notice of the rejection of the application that includes a description of the application's deficiencies. No further processing of the application will occur until the deficiencies are corrected.

(v) As coordinator of the permit process, the Planning Department shall distribute copies of a site plan accepted for review and processing to all reviewing departments. Within forty-five (45) calendar days of the filing date, the application shall be disapproved, with reasons provided for such disapproval, or approved. Issuance of comments by Development Services Review Committee identifying items to be addressed by the applicant shall constitute disapproval of such application until the applicant addresses such comments. Failure to disapprove or approve the site development application within forty-five (45) days shall constitute approval of the application.

(b) Expiration of application.

(1) Prior to an application being accepted for review and processing, an application shall expire on the forty-fifth (45^{th}) day after the date the application is submitted to the City if:

(i) The applicant fails to provide documents or other information necessary to comply with requirements relating to the form and content of the application set forth in this Ordinance;

(ii) Within ten (10) business days of the date the application is submitted to the City, the City provides the applicant written notice of the failure that specifies the necessary documents or other information that are missing from the application and the date the application will expire if the documents or other information is not provided; and

(iii) The applicant fails to provide the specified documents or other information within the time provided in the notice.

(2) After an application is accepted for review and processing, the site development permit application shall expire within nine (9) months of the date that all initial staff review comments from all reviewing departments have been issued on the application if a permit has not been issued due to the applicant's failure to cause the proposed application to comply with applicable city regulations. The Planning Department may grant one six (6) month extension if the applicant can

show substantial progress in obtaining a permit. Substantial progress shall consist of, at a minimum, a resubmission of the plans and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

(3) If the permit has not been issued after the administrative extension is granted, the Planning & Zoning Commission may consider one (1) additional six (6) month extension if the applicant can show substantial progress towards obtaining a permit.

(c) Permit Issuance.

(1) Approved plans signed.

(i) After all comments from all reviewing departments have been addressed and all fees have been paid, the applicant shall deliver a digital file of the corrected site plan including civil plan sheets, utility plans, drainage, and landscape plans with a letter from the person preparing the plan stating that the digital file is the most recent version reflecting all changes made to the site plan and landscape plan and is the same version as represented on the prints provided.

(ii) The applicant shall also deliver the required number of prints of the sets of final plans, including civil plan sheets and all accompanying materials, as required on the most recent application and checklist, for final review and approval. The applicant or applicant's agent shall include a letter with the resubmission explaining how all staff comments have been addressed. The applicant or applicant's agent shall also provide a signed statement indicating what additional changes, other than those required to address staff comments, if any, have been made to the site plan and any accompanying materials and plan sheets. If no additional changes have been made, the applicant or applicant's agent shall provide a signed statement verifying this.

(iii) Once the Development Services Review Committee has verified that the application and plans conform to all applicable ordinances of the city, the Development Services Review Committee shall sign all sets of approved plans, and one signed set shall be provided to the applicant or applicant's agent. The applicant shall provide the applicant's signed set (or a copy, thereof) to the contractor responsible for completing site improvements. Approval of a permit does not constitute, nor does it guarantee, approval of a building permit to construct a building.

(2) Pre-Construction Meeting.

(i) Each site development permit, minor site development permit, or dry utility permit requires a pre-construction meeting with an engineering Inspector prior to any construction on site. A pre-construction meeting provides an opportunity to begin communication and problem solving between the city staff and the design/construction team prior to the start of a construction project. At this meeting, the approved site development, minor site development, or dry utility plans and any documents relevant to the site will be reviewed and the participants will discuss any major items, answer questions the sub-contractors may have, and explain the inspection

procedure. The project agent may request this meeting after installing the erosion controls and completing an inspection. The city encourages owner representative, project architect, project engineer, project manager, project superintendent, and subcontractor to attend this meeting. An additional pre-construction meeting is required if the primary contractors change unless otherwise approved by the Planning Director.

(ii) Construction shall begin within ninety (90) days after the pre-construction meeting, if construction has not started within the ninety (90) day period then another pre-construction meeting will be required prior to start of construction.

(3) Construction shall not begin prior to a pre-construction meeting and permit issuance.

(i) Site construction shall not begin until the Planning Department has issued a site development permit. A stop-work order may be issued and an applicant shall be required to pay two (2) times the normal application fee for any property upon which construction has begun prior to the issuance of a site development, minor site development, or dry utility permit, unless prior written approval is obtained from the Planning Department. If a stop-work order is issued as a result of construction beginning prior to issuance of a site development permit, construction activities shall cease until the required approval is obtained.

(d) Certificate of completion.

(1) A certificate of completion shall be issued upon completion of the project according to the site development plans approved by the city. The site shall not be occupied until the certificate of completion is issued. The city shall not consider site improvements for a certificate of completion until:

(i) All disturbed areas are satisfactorily revegetated in accordance with the landscape plan, as determined by the City Engineer and the landscape reviewer;

(ii) A concurrence letter is received from the applicant's appropriate design professional(s) that all improvements have been installed in accordance with the approved plans; and

(iii)The city has inspected and approved the construction.

(2) If the landscape reviewer determines that it is desirable to delay installation of certain landscaping until after occupancy of the project, the applicant shall make a cash escrow payment to the City for the amount of the estimate for the cost of such landscape improvements plus fifteen percent (15%) and a conditional certificate of completion shall be issued.

(3) The final certificate of completion shall not be issued until all landscaping is installed in compliance with the approved site plan. If the applicant can demonstrate that an emergency situation exists so as to necessitate a conditional certificate of completion in order to occupy the site prior to completion of other minor site improvements that are not necessary for the protection of the health, safety or welfare of the public including all individuals utilizing the facilities (the "remaining improvements"), the Planning Department may issue such conditional

certificate of completion if the following conditions are met prior to issuance of the conditional certificate of completion:

(i) The applicant's engineer shall supply a certified engineer's estimate for the cost of completing the remaining improvements plus fifteen percent (15%) for project administration (the "Estimate") and an agreement from the applicant's contractor to complete said remaining improvements, if required by the City, under contract with the City for the amount stated in the estimate;

(ii) The applicant shall deposit into an escrow account held by the City or provide the City with a performance bond or letter of credit issued in the format and from an institution approved by the City for the amount of the Estimate (the "surety instrument"), and the City shall hold such surety instrument until the work is completed, at which time the surety instrument shall be released. If the work is not completed within the term of the conditional certificate of completion, the City may declare the applicant in default, invoke the surety instrument, and use the surety instrument to install all improvements.

(iii) The applicant and the project contractor shall verify by providing a notarized signed statement stating that such remaining improvements can and shall be completed within a period not to exceed thirty (30) calendar days, or other time frame specifically approved by staff;

(iv) The applicant shall verify by providing a notarized statement that the applicant has not and will not enter into any lease agreement with a tenant for a period exceeding thirty (30) days or other time frame specifically approved by city staff. In addition, the applicant will agree that the site and all buildings and improvements on the site will cease to be occupied if the remaining improvements are not completed within the duration of the conditional certificate of completion. The applicant will also acknowledge that utility service for the project (including water and wastewater service) may, at the city's discretion, be disconnected if the remaining work is not completed within the duration of the conditional certificate of completion. The applicant shall further notify any and all tenants of the terms of this section and shall acknowledge to the City that such notice has been given;

(v) The applicant's engineer shall provide a certified engineer's statement stating that there is no direct or indirect threat to the health, safety or welfare of the public, including individuals utilizing the facilities on the subject site, by occupation or use of the site prior to all improvements having been completed;

(vi) The applicant shall provide an additional nonrefundable fee in the amount of thirty (30) percent of the original review fee submitted with the request for a conditional certificate of completion to cover the cost of the additional staff review required for review and administration of this process; and

(vii) All applicable city staff reviewers recommend granting a conditional certificate of completion.

(4) A conditional certificate of completion shall be effective for a maximum of thirty (30) days (unless otherwise approved by staff and recommended by the project

engineer) except for landscaping improvements. For landscaping improvements, the term of the conditional certificate of completion shall be established by the landscape reviewer. The Planning Department may, at its discretion, extend the term of a conditional certificate of completion for unusual circumstances that could not be anticipated when the certificate was issued. The final certificate of completion shall not be issued until all improvements are installed in compliance with the approved site development plans and applicable City ordinances.

(e) Permit Expiration.

(1) A site development permit or minor site development permit, including all phases identified on the site plan, expires two (2) years after the date of its issuance, or as identified on an approved phasing plan, unless one or more of the following events occur:

(i) Building permits required to construct all buildings shown on the site plan are issued prior to the expiration date and those active building permits are in effect until the work is completed and certificates of occupancy are issued.

(ii) If no building permits are required to complete the development authorized by the site development permit, any required site work is commenced and diligently pursued to completion and a certificate of completion is issued. For purposes of this section, the term "diligently pursued" shall mean that activity towards completion of the development approved by the site development permit does not cease for more than thirty (30) consecutive days, that substantial progress is being made and that all improvements required by the site development permit are completed with two years of issuance of the permit. The Planning Department will be responsible for making the determination of whether site work is diligently pursued to completion. The determination may be appealed to the City Manager, whose decision is final.

(2) If a site development or minor site development permit expires, the applicant may request a reinstatement of the site development permit with the following conditions:

(i) No changes are permitted to be made to the site development permit except for minor changes as defined in this Chapter and approved by the Planning Department.

(ii) The applicant shall pay a nonrefundable fee in the amount of one-half of the original fee.

(iii) The application is in conformance with all applicable rules and regulations of the City in effect at the time that the application for reinstatement is made.

(iv) The reinstatement must be requested within 24 months of the expiration date of the approved Site Development Plan.

(v) The circumstances of the adjacent properties, roadways and subject property shall have remained the same, so as to not change the requirements applicable to the property. Such circumstances could include, but not be limited to, a change of zoning in the subject or adjacent properties, a change

in the boundary of the subject property, a change in classification of the adjacent roadway or neighboring construction affecting landscape buffers.

(3) A dry utility permit expires six (6) months after the date of issuance. The applicant may request an additional three (3) month extension by requesting a pre-construction meeting and an extension.

(f) Site Development Permit.

(1) Projects that include site activity as listed in Section 1(b), Article IX of this ordinance require a site development permit. A site development permit application shall be submitted for review in conformance with all information and materials required by the most recent site development permit application/checklist.

(2) Review fee and professional recovery fee. A professional recovery fee as set forth in Appendix A shall be required at the time of site development or minor site development permit application submittal. In addition to the professional recovery fee and the review fee, a phasing fee shall be required at the time of site development permit application submittal for all projects with more than one phase. The phasing fee shall be as set forth in Appendix A and shall not be assessed for the first phase. Fees associated with proposed site development permit revisions shall apply to proposed changes to an approved site plan that are considered minor deviations or design modifications and impervious cover shall be calculated based only on the portions of the plan proposed to be changed. Fees for proposed changes to an approved site plan may be waived by the Planning Department if such deviations are so minor so as not to require the submission or review of new plans. All fees shall be non-refundable. Changes to an approved site plan which are necessary to relocate approved building square footage or parking areas due to the exercise of the power of eminent domain by the City shall be considered minor deviations and design modifications for the purposes of this section and, in addition, shall not be assessed any additional fee.

(3) A site development permit may include an early grading phase as part of the application in compliance with the Site Development Permit application and checklist. Once a project meets the following requirements, an Early Grading Phase Permit may be issued.

(i) The review of the site development permit shall be substantially complete which means confirmation that the following requirements have been met:

a. All substantial comments relating to the location of any proposed impervious cover have been cleared as determined by the Development Services Review Committee;
b. The site development plans are in compliance with the setback requirements;
c. Tree preservation plan is approved;
d. All required fees have been paid associated with the site development permit including the additional early grading phase fee.
e. An early grading phase package is incorporated into the Site Development Permit submittal as listed in the application and checklist.

(ii) Upon approval of the review of the Early Grading Phase sheets of the plan set, an Early Grading Phase Permit may be issued. Prior to issuance, the following items shall be completed:

a. A cost estimate for revegetating the site signed and sealed by the project engineer shall be provided as well as a cash deposit equal to the cost estimate plus fifteen (15%) shall be submitted. This deposit shall be held until site completion and then returned to the payee upon issuance of the certificate of completion for the site.
b. An erosion control inspection shall be completed and approved;
c. A pre-construction meeting shall be held; and
d. An Early Grading Permit shall be issued that is signed by the property owner and site contractor conducting the grading. This permit shall include conditions confirming that the permit only allows for grading, requirements for revegetation if the construction activity ceases for more than fourteen (14) days, and confirm that this permit is issued at the risk of the developer. In the event that the plans change after the grading has started, compliance with all ordinances and requirements is still required.

(g) Minor Site Development Permit.

(1) Projects that include minor site activity similar to those listed in Section 1(b) and including brush clearing, Article IX of this ordinance may be eligible for a minor site development permit. To be eligible, such projects may increase the impervious cover by no more than 1,000 square feet. In addition, a minor site development permit application shall be submitted for review in conformance with all information and materials required by the most recent minor site development permit application/checklist. Example improvements may include:
(i) Small building additions;
(ii) Parking lot revisions to include striping and small expansions;
(iii) Outdoor storage location adjustments; or
(iv) Landscaping modifications.

(2) A project is not eligible for the Minor Site Development Process when:
(i) A Traffic Impact Analysis (TIA) is required;
(ii) The proposal requires preparation of a drainage study.
(iii) Impervious cover is proposed that exceeds 1,000 square feet;
(iv) A new building in excess of 1,000 square feet is proposed; or
(v) A building addition is proposed in excess of 1,000 square feet or twenty (20%) of the existing building's square footage, whichever is less.

(3) A professional recovery fee as set forth in Appendix A shall be required at the time of site development permit exemption application submittal.

(h) Dry Utility Permit.

(1) Projects that consist solely of the installation of utilities and associated facilities are eligible for review and processing as dry utility permit. A dry utility permit application shall be submitted for review in conformance with all information and materials required by the most recent dry utility permit application/checklist.

(i) Dry utilities shall be located underground in the ROW or a public utility easement in accordance with Section 13.01.004 of the Code.

(ii) Overlash of utility lines is permitted between existing utility poles where existing lines are present. Overlash means the tying of additional communications facilities to those previously attached to existing utility poles. New lines may not be extended across public ROW or between poles where lines do not already exist.

(2) Application.

(i) Contractors must carry liability insurance and list the city as additional insured during construction of the project.

(ii) Door hangers are required to be placed on all houses within any subdivisions impacted by the dry utility permit a minimum of fifteen (15) days prior to the start of a dry utility project. These door hangers shall include the name and phone number of the contractor doing the work, the name of the dry utility provider and phone number, and the time frame for the work.

(3) Project close out:

(i) A certificate of completion shall be issued upon completion of the project. All construction equipment, spoils, and debris shall be removed and the site shall be revegetated and restored.

(4) Penalties

(i) Damage to property

a. If public or private property is damaged during installation of dry utilities, the utility provider, contractor, and/or sub-contractor shall be responsible for repair.

b. No additional applications will be accepted for review or permits issued until damage is repaired.

(ii) Work without permit

a. No additional applications will be accepted for review or permits issued until the plans are submitted and a permit is issued.

(iii) Stagnant project: If works stops for more than two (2) weeks, all construction equipment, spoils, and debris shall be removed and the site shall be revegetated and restored.

SECTION 3: PROCEDURES FOR APPLICATION APPROVAL

(a) Application Approval. The Planning Department shall not issue a site development or minor site development permit until all reviewing departments of the city have indicated that the proposed site plan, with all applicable attachments, complies with all applicable provisions of the code of ordinances of the city including the Composite Zoning Ordinance and the Subdivision Ordinance. Parkland and park improvements shall be required for all multi-family development in accordance with the standards of Section 61 of the Subdivision Ordinance. Development shall comply with regulations for Buffer Zones set forth in Section 49 of the Subdivision Ordinance. The Planning Department shall approve a site plan if the proposed development complies with all applicable codes of the city. If the Planning Department finds that the site plan does not comply with all applicable codes of the city, the site plan shall be disapproved pending submittal of a site

plan in compliance with the code of ordinances of the city. Issuance of a site development permit authorizes the applicant to begin site development.

(b) Revisions to Approved Site Plans. Minor deviations or design modifications requiring changes in an approved site plan may be approved by the Planning Department after review by the applicable reviewing departments if determined that the deviations or modifications are in compliance with the code of ordinances of the city. For purposes of this section, minor deviations or design modifications have no significant impact on neighboring properties, the public or persons who will occupy or use the proposed development, do not significantly affect runoff quantities and drainage patterns, do not relocate buildings by more than 25 horizontal feet, and do not increase impervious cover by more than 1,000 square feet. Changes to an approved site plan which are necessary to relocate approved building square footage or parking areas due to the exercise of the power of eminent domain by the City shall be considered minor deviations and design modifications for the purposes of this section. An applicant requesting changes to an approved site plan shall submit a written request identifying the requested changes to the Planning Department along with a revised site plan that identifies the proposed changes. Any changes approved by the Planning Department shall be in writing.

(c) Development Phasing. If site development is proposed to be constructed in phases, the applicant shall clearly identify the phases on the site plan and all other applicable materials that accompany the site plan. The phasing shall also be defined in a proposed timetable of completion for each phase. The phasing plan shall not contain any proposal for a phase to be completed more than four years from approval of the site development permit.

(d) Easements. No structures shall be permitted within a utility easement or drainage easement.

SECTION 3. Conflicting Ordinances. Exhibit " A", Chapter 14, Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

SECTION 4. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting subdivision within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 5. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter

SECTION 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

SECTION 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 21st day of November, 2024.
FINALLY PASSED AND APPROVED on this the 7th day of December, 2024.

ATTEST: **THE CITY OF LEANDER, TEXAS:**

_____ _____
Dara Crabtree, City Secretary Christine DeLisle, Mayor

MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, November 14, 2024
Regular Meeting at 6:00 PM

Place 1 – Donnie Mahan	**Place 5 – James Oliver, Vice–Chair**
Place 2 – Joseph Morales	**Place 6 –Laura Lantrip, Chair**
Place 3 – Ron May	**Place 7 –Scott Calame**
Place 4 – Tara LeDay	**Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order.
   Meeting was called to order at 6:00 p.m.

2. Roll Call.
   All commissioners were present except Commissioner John Cosgrove.

3. Swearing in of Planning & Zoning Commissioners Joseph Morales, Tara LeDay, Laura Lantrip, and Scott Calame.

4. Election of Chair.

   a. Nomination for position of Chair.
   b. Discussion of Nominees.
   c. Election of Chair.

   Motion to nominate James Olive as Chair

   By: Board Member Mahan
   Seconded: Board Member May

   Vote: 7 - 0

5. Election of Vice Chair.

   a. Nomination for position of Vice Chair.
   b. Discussion of Nominees.
   c. Election of Vice Chair.

   Motion to nominate Scott Calame as Vice Chair

   By: Board Member Oliver
   Seconded: Board Member Lantrip

   Vote: 7 - 0

6. Director's report to the Planning & Zoning Commission on action taken by City Council on the November 7, 2024 meeting.

7. Review of meeting protocol.

8. Public comments on items not listed in the agenda. No one spoke.

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

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

CONSENT AGENDA: ACTION

Motion to approve Consent Agenda Items # 9-13.

By: Board Member Lantrip
Seconded: Board Member Calame

Vote: 7 - 0

9. Approval of Subdivision Case FP-23-0055 regarding the replat of Lots 37, 38, and 39, Hidden Mesa Subdivision as Crystal Mesa Cove Two Final Plat on three parcels of land approximately 10.339 acres ± in size, more particularly described by Travis Central Appraisal District Parcels 354047, 354048, and 354050; and generally located to the southwest of the intersection of on the west of High Lonesome and CR 290, Leander, Travis County, Texas.

10. Approval of Plat Vacate Case FP-24-0163 regarding the vacation of Plat Vacate Case Cross Creek Phase 2 Partial Plat Vacate Final Plat on six (6) parcels of land approximately 5.8644 acres ± in size, more particularly described by Travis Central Appraisal District Parcels 467188, 467189, 467190, 459396, 459397, and 459398; generally located northeast of the intersection of Buck Run and Martha Ann Drive, Leander, Travis County, Texas.

11. Approval of the Subdivision and Site Development Application Forms pursuant to Article IX, Section 9 (a) (1) c. of the Composite Zoning Ordinance; Leander, Williamson & Travis Counties, Texas.

12. Approval of the minutes for meeting held on October 24, 2024.

13. Approval of the designation of the Planning Coordinator as the Planning & Zoning Commission Secretary.

PUBLIC HEARING: ACTION

14. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0103 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Skotz Minor PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one (1) parcel of land approximately 4.03 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031255; and more commonly known as 9800 RM 2243, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0103 as described above.

Public Hearing opened at 6:00 p.m.; Public Hearing closed at 6:00 p.m. No one spoke in favor or opposition of the request.

Motion to approve Zoning Case Z-23-0103.

By: Board Member Mahan
Seconded: Board Member Calame

Vote: 7 - 0

15. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0118 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the High Gabriel Township PUD (Planned Unit Development) with the base zoning district of SFS-2-B (Single-Family Suburban) on two (2) parcels of land approximately 12.75 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R362129 and R032227; and generally located south of High Gabriel East, approximately 1,100 feet east of US 183, Leander, Williamson County, Texas.

    - Discuss and consider action regarding Zoning Case Z-24-0118 as described above.

Public Hearing opened at 6:14 p.m.; Public Hearing closed at 6:22 p.m.

Spoke in opposition of the request:
Ken Missler, 801 Riva Ridge Dr Leander, TX 78641
Sarah Johnson, 701 Riva Ridge Dr Leander, TX 78641
Jeff Moore, 727 Riva Ridge Dr Leander, TX 78641

Submitted via the website in opposition to the request:
Jason Reeves, 833 Beautyberry Ln Leander, TX 78641
Faith Johnson, 727 Riva Ridge Dr Leander, TX 78641
James Gammage, 708 Riva Ridge Leander, TX 78641

Motion to Postpone Zoning Case Z-24-0118 to the November 26, 2024 Planning & Zoning meeting to allow the applicant to visit with the neighbors and provide updates on the PUD notes, following a discussion.

By: Board Member Mahan
Seconded: Board Member Calame

Vote: 7 - 0

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

    - Discuss and consider action regarding Zoning Case Z-24-0123 as described above.

Public Hearing opened at 7:05 p.m.; Public Hearing closed at 7:05 p.m. No one spoke in favor or opposition of the request. Mayor Christine DeLisle spoke in favor of the request.

Motion to approve Zoning Case Z-24-0123, following a discussion.

By: Board Member Calame
Seconded: Board Member May

Vote: 6 - 1 (Morales)

17. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0148 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban) on one (1) parcel of land approximately 15.416 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031560; and generally located north of the intersection of CR 177 and Valley View Drive, Leander, Williamson County, Texas.

    - Discuss and consider action regarding Zoning Case Z-24-0148 as described above.

Public Hearing opened at 7:40 p.m.; Public Hearing closed at 7:50 p.m.

Spoke in opposition of the request:
James Pittman, 115 Valley View Leander, TX 78641
Brian Wade, 108 Valley View Dr. E Leander, TX 78641
Josh Freeman, 151 Valley View Dr E Leander, TX 78641
Mariely Bandas, 107 Valley View Dr Leander, TX 78641
Charles Griffin, 16 Valley View Circle Leander, TX 78641

Motion to approve Zoning Case Z-24-0148, following discussion.

By: Board Member Lantrip
Seconded: Board Member May

Vote: 7 - 0

18. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0149 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFS-2-A (Single-Family Suburban) on one (1) parcel of land approximately 28.74 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R338811; and generally located southeast of the intersection of Mineral Drive and CR 175, Leander, Williamson County, Texas.

    - Discuss and consider action regarding Zoning Case Z-24-0149 as described above.

Public Hearing opened at 8:12 p.m.; Public Hearing closed at 8:12 p.m.

Submitted via the website in opposition of the request:
Bharat Mehta, 2901 County Road 175 Leander, TX 78641
Vinod Dosapati, 2349 Millbrook Loop Leander, TX 78641

Motion to approve Zoning Case Z-24-0149 following a discussion.

By: Board Member Cosgrove
Seconded: Board Member Calame

Vote: 7 - 0

19. Conduct a Public Hearing and consider action regarding Ordinance Case OR-24-0023 to amend the Composite Zoning Ordinance to update requirements for site development, dry utilities, and to provide for related matters; Williamson & Travis Counties, Texas.

    - Discuss and consider action regarding Ordinance Case OR-24-0023 as described above.

Public Hearing opened at 8:16 p.m.; Public Hearing closed at 8:16 p.m.

Motion to approve Ordinance Case OR-24-0023 following a discussion.

By: Board Member May
Seconded: (Tara LeDay)

Vote: 7 - 0

REGULAR AGENDA

20. Adjournment
Meeting adjourned at 8:18 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON

EXECUTIVE SUMMARY
11/21/2024

AGENDA SUBJECT:
Cast Ballot for Travis Central Appraisal District Board of Directors

BACKGROUND:
Senate Bill 2 from the fourth special session of the 88th Texas Legislature changed the composition and appointment method of the Board of Directors for the Travis Central Appraisal District. The terms of all currently appointed members of the Board of Directors will expire at the end of this year. Accordingly, the election of five (5) members to the Board must be conducted this fall to select the individuals who will serve in this capacity for terms beginning January 1, 2025. Two (2) members will be appointed to serve a one (1)- year term beginning January 1, 2025, and ending December 31, 2025. Three (3) members will be appointed to serve a three (3)- year term beginning January 1, 2025, and ending December 31, 2027.

The following nominations were submitted to the Travis Central Appraisal District for appointment to the Board of Directors.

Nominee	Nominating Entity
Ken Bautsch	City of Lakeway
Deborah Cartwright	Austin ISD and City of Elgin
Nicole Conley	City of Austin
Dr. Osezua Ehiyamen	Austin ISD
Nathan Folse, Jr.	Austin ISD
Jim Gray	City of Lakeway
John Havenstrite	Eanes ISD and Leander ISD
Thomas Kilgore	City of Lakeway
Heidi Langan	Austin ISD
Jie Li	Austin ISD
Elizabeth Montoya	City of Pflugerville and Pflugervile ISD
Aaron Moreno	City of Manor
Matt Sherman	City of Lakeway
James Valadez	Travis County
Gretchen Vance	City of Lakeway
Blanca Zamora-Garcia	Del Valle ISD

The City of Leander has ten **(10)** votes that can be split among any of the nominees on the ballot. Votes must be formalized by resolution of the taxing unit's governing body. The resolution with voting allotment must be returned to the Chief Appraiser of the appraisal district by December 14, 2024. Bios for each of the nominees are included in the packet.

The nominees who receive the three (3) highest number of votes will be appointed to three (3)- year terms. The nominees who receive the next two (2) highest number of votes will be appointed to one (1)- year terms.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
City Council discretion

PRESENTER:
Robert G. Powers, Executive Finance Director

Fiscal Impact

Attachments:

1. 6F City of Leander TCAD Board Ballot 20241017
2. Resolution TCAD Ballot 2024

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS
JAMES VALADEZ
CHAIRPERSON
DEBORAH CARTWRIGHT
VICE CHAIRPERSON
NICOLE CONLEY
SECRETARY/TREASURER

LEANA MANN
CHIEF APPRAISER

BOARD MEMBERS
TOM BUCKLE
DR. OSEZUA EHIYAMEN
BRUCE ELFANT
JETT HANNA
VIVEK KULKARNI
DICK LAVINE
JIE LI
ELIZABETH MONTOYA
SHENGHAO "DANIEL" WANG
BLANCA ZAMORA-GARCIA

October 17, 2024

CITY OF LEANDER – Juris No. 6F
ATTN: THE HONORABLE CHRISTINE DELISLE, MAYOR
PO BOX 319
LEANDER, TX 78646

The deadline has passed for jurisdictions to make nominations for the Board of Directors of the Travis Central Appraisal District. The following are the nominations, in alphabetical order by last name, and sponsoring jurisdiction:

Ken Bautsch	City of Lakeway
Deborah Cartwright	Austin ISD, City of Elgin
Nicole Conley	City of Austin
Dr. Osezua Ehiyamen	Austin ISD
Nathan Folse, Jr.	Austin ISD
Jim Gray	City of Lakeway
John Havenstrite	Eanes ISD, Leander ISD
Thomas Kilgore	City of Lakeway
Heidi Langan	Austin ISD
Jie Li	Austin ISD
Elizabeth Montoya	City of Pflugerville, Pflugerville ISD
Aaron Moreno	City of Manor
Matt Sherman	City of Lakeway
James Valadez	Travis County
Gretchen Vance	City of Lakeway
Blanca Zamora-Garcia	Del Valle ISD

This letter serves as a ballot and is being sent to the presiding officer of each taxing unit entitled to vote in the Travis Central Appraisal District Board of Directors' appointment. Enclosed you will also find biographies for any individual where one was provided with their nomination. Your entity is entitled to **10** votes that can be split among any of the nominees on the ballot. Votes must be formalized by resolution of the taxing unit's governing body. Please include the name and number of votes allotted to each nominee in your resolution. The resolution with voting allotment must be returned to the Chief Appraiser of the appraisal district by **December 14, 2024,** at the following mailing address or email address:

Travis Central Appraisal District
ATTN: Leana Mann
PO Box 149012
Austin, TX 78714-9012
Lmann@tcadcentral.org

The nominees who receive the three highest number of votes will be appointed to 3-year terms. The nominees who receive the next two highest number of votes will be appointed to 1-year terms.

	Term Length	Term Beginning	Term ending
Board of Directors, Appointed Place 1	3 Years	January 1, 2025	December 31, 2027
Board of Directors, Appointed Place 2	3 Years	January 1, 2025	December 31, 2027
Board of Directors, Appointed Place 3	3 Years	January 1, 2025	December 31, 2027
Board of Directors, Appointed Place 4	1 Year	January 1, 2025	December 31, 2025
Board of Directors, Appointed Place 5	1 Year	January 1, 2025	December 31, 2025

Before December 31, 2024, the Chief Appraiser will count the votes submitted by each entity, declare the results, and submit the results to both the governing bodies of each entity and each of the nominated candidates. According to the Property Tax Code, any ties will be resolved by a method of chance by the Chief Appraiser.

Should you have any questions, please do not hesitate to contact me by phone at (512) 834-9317 Ext. 405 or by email at Lmann@tcadcentral.org.

Sincerely,

Leana H. Mann

Leana Mann, RPA, CCA, CGFO
Chief Appraiser
Travis Central Appraisal District

Taxing Entity Voting Entitlement

Taxing Unit ID	Taxing Unit Code	Type	Taxing Unit	Levy	% of Levy	Voting Entitlement
1001	01	School	AUSTIN ISD	$ 1,592,442,300.75	30.54%	1,525
1002	02	City	CITY OF AUSTIN	$ 990,998,728.29	19.00%	950
1003	03	County	TRAVIS COUNTY	$ 959,172,382.00	18.39%	920
1097	68	Junior College	AUSTIN COMM COLL DIST	$ 274,197,394.72	5.26%	265
1026	19	School	PFLUGERVILLE ISD	$ 272,657,626.58	5.23%	260
1006	07	School	LAKE TRAVIS ISD	$ 197,345,130.11	3.78%	190
1007	08	School	EANES ISD	$ 185,094,356.43	3.55%	175
1005	06	School	DEL VALLE ISD	$ 161,896,596.08	3.10%	155
1098	69	School	LEANDER ISD	$ 161,391,498.81	3.10%	155
1053	34	School	MANOR ISD	$ 118,963,096.64	2.28%	115
1072	5A	School	ROUND ROCK ISD	$ 107,608,571.04	2.06%	105
1035	20	City	CITY OF PFLUGERVILLE	$ 60,084,543.62	1.15%	60
1023	16	School	LAGO VISTA ISD	$ 36,000,563.68	0.69%	35
1004	05	City	CITY OF MANOR	$ 14,709,464.00	0.28%	15
1090	6F	City	CITY OF LEANDER	$ 12,234,446.61	0.23%	10
1036	21	City	CITY OF LAKEWAY	$ 11,297,713.97	0.22%	10
1071	49	City	CITY OF LAGO VISTA	$ 9,895,763.60	0.19%	10
1027	2A	School	ELGIN ISD	$ 9,655,171.37	0.19%	10
1042	3A	School	MARBLE FALLS ISD	$ 8,762,100.14	0.17%	10
1046	3F	City	CITY OF CEDAR PARK	$ 5,981,118.86	0.11%	5
1008	09	City	CITY OF WEST LAKE HILLS	$ 5,832,892.50	0.11%	5
1078	50	City	CITY OF JONESTOWN	$ 4,250,354.87	0.08%	5
1018	11	City	CITY OF ROLLINGWOOD	$ 2,994,707.73	0.06%	5

Nominees Biographies

Ken Bautsch (City of Lakeway)

Mr. Ken Bautsch is a Lakeway resident. He and his wife have lived in Lakeway for 15 years.
Ken has a BBA-Mktg degree from University of Houston. He served in the US Army and is a Vietnam Veteran.
Mr. Bautsch had a long corporate career. His 36 years in sales and sales management in the IT industry spanned electronic accounting systems, mainframe computer systems, minicomputer systems, corporate PC-based LANs and WLANs. As a Burroughs Corporation salesman/trainee I sold and installed electronic accounting systems (programmable posting machines) and later mainframe computer systems. As an OEM for Hewlett Packard, we developed and customized operational software, installed hardware and software, and supported one-source integrated business systems. As an HP/Intel/Novell/Microsoft partner, we designed, sold, implemented, and supported corporate PC-based local area networks and multi-location wide area networks. I retired in 2010.
Ken Bautsch developed many skills throughout his career, including: accounting, estimating, work plan development, proposal development, project management, profit responsibility, training and communication skills.

Deborah Cartwright (Austin ISD, City of Elgin)

Debbie received her law degree from the University of Houston and a master's degree from the LBJ School of Public Affairs at The University of Texas at Austin. Her undergraduate degree in secondary education music and history is from Howard Payne University in Brownwood, Texas.

Debbie enjoyed a lengthy career as an attorney and administrator in the field of property taxation. She worked for three property tax law firms representing appraisal districts in litigation and providing advice on public law and property tax administration. She received professional awards from the Texas Association of Appraisal Districts and the Texas Rural Chief Appraisers Association. She was the recipient of the Wayne Peveto Award from the Texas A&M Real Estate Center in 2013 for her work and professionalism in the field of property taxation.

In addition to work in private law practice, Debbie served the State of Texas as assistant general counsel for Comptroller Carol Keeton Strayhorn from 2001 to 2006 and then the director of the Property Tax Assistance Division for Comptroller Susan Combs from 2009 to 2014. She then worked with the Texas Taxpayers and Research Association, providing legal and legislative counsel from 2016 to 2019. In the 2021 legislative session, Debbie consulted with the law firm of Low Swinney Evans & James on legislative matters.

During much of this time, Debbie was involved in charitable endeavors. A native of Elgin, Texas, Debbie worked with the Elgin Historical Association in the late-1990's to raise money to restore the Union Depot, which had fallen into disrepair. She was responsible for a monetary grant from the Texas Historical Foundation to place a new floor in the building, which became the Elgin Depot Museum. Debbie became more involved with the Association and served as an officer from 2017 to 2019. During that time, she worked to organize the historical archives held by the Association and assist with public access to the Museum and its exhibits. She also contributed stories to two books published by the Association.

Debbie was a member of the Texas Historical Foundation from 2020 to 2022 and served as co-chair of the Elgin Sesquicentennial Committee in 2022. She was actively involved in the activities of the city's celebration of its 150th birthday and assisted in the preparation of an updated history book entitled "Milestones: History of Elgin, Texas."

Debbie is a member of the State Bar of Texas and the International Association of Assessing Officers. She is a member of First Baptist Church of Austin and served as a trustee for her alma mater Howard Payne University from 2015 through 2023. Debbie currently serves on the board of directors for the Travis Central Appraisal District and is a member of the Bastrop County Historical Society. She is an officer of the Elgin Oral History Project, a non-profit organization created in 2021, to record audio stories from residents and former residents of Elgin.

Nicole Conley (City of Austin)

Nicole Conley joined Siebert Williams Shank & Co. LLC. as Managing Director in 2020 to expand and support issuer clients in the Austin-area MSA; and, to closely serve the K-12 school district market. Previously, she served as both the Chief Financial Officer and Chief of Business & Operations for the Austin Independent School District, where she was responsible for managing a nearly $3.5 billion budget and capital program, which included 129 school communities serving more than 80,000 students. Nicole has more than 25 years of financial management experience, amassing a breadth of knowledge from serving large, complex, urban systems, including: the City Council of New York, New York City Department of Education, District of Columbia Public Schools, Fairfax County Public Schools and Atlanta Public Schools. Ms. Conley developed and secured voter approval for the school district and Austin-area's first ever billion-dollar bond program; and, has issued nearly $4 billion in tax-exempt and taxable bonds. Under her leadership, AISD earned its highest financial ratings and national accolades for budget presentation, financial reporting and transparency. In 2018, Nicole was appointed by the Speaker of the House to serve on the Texas Commission on Public School Finance, whose work culminated in a historic $11.6 billion investment into public education and property tax relief. In 2018, Conley lobbied the state of Texas to better fund public education on this influential committee which helped shape marquee legislation the following year that made sweeping changes to the Texas school finance system, which emerged as a national model for funding equity. She previously served on several investment boards including, TexStar, an $8 billion investment pool for the state's local governments and INVESTQ, a Retirement Plan cooperative for employees across the State of Texas. She is a recipient of the Council of Great City School's Bill Wise CFO Award for Innovation and Excellence, the Texas Association of Business Officials Champion for Education Award; and, the Austin Business Journal named her among its "Profiles in Power," CFO of the year in 2013 and she recently won a Legacy Award in 2022 for her decades of work in Education Finance. As she continues to pay it forward, in 2023, Ms. Conley was recognized by colleagues as an industry pioneer and received the Bond Buyer's Freda Johnson award which honors trailblazing, women leaders in public finance. Ms. Conley has a bachelor's degree from the University of Colorado at Boulder, a master's degree from the Robert J. Milano Graduate School of Management, and a Certificate of Public Finance from Georgetown University. Ms. Conley holds SIE, Series 52, 53, 63 and 7 licenses. She serves on the Boards of the Greater Austin Chamber as Vice Chair of Finance; Travis Central Appraisal District; LINQ Technologies; and, Mindpop.

Dr. Osezua Ehiyamen (Austin ISD)

Dr. Osezua Ehiyamen is a distinguished academic and researcher with over two decades of experience in public administration, conflict management, and property tax. He currently serves as a Resident Researcher and Associate Professor of Public Administration with Innovations for Peace and Development at the University of Texas at Austin. Between 2018 and 2022, Dr. Osezua was a distinguished visiting research scholar in the Department of History at the University of Texas at Austin, and he continues to contribute as an Adjunct Professor of Public Administration at Austin Christian University, Georgetown, Texas.

In addition to his academic roles, Dr. Osezua actively contributes to his community, serving as the co-chair of the District Advisory Council (DAC) of the Austin Independent School District (AISD). He previously held leadership positions as University Chair (2014–2018) for the Departments of Political Science and Public Administration in Nigeria and was an elected member of the Nigerian University Senate. A Fellow of the Chartered Institute of Public Administration (CIPAN), Dr. Osezua's commitment to public administration has been recognized globally.

Dr. Osezua has received numerous accolades, including the Best Ph.D. Thesis Award in Africa (2006) from the Council for the Development of Social Science Research in Africa (CODESRIA), Senegal, and a fellowship with the Brown International Advanced Research Institutes (BIARI) at Brown University in 2017. He currently serves on the Board of Directors of the Travis Central Appraisal District (TCAD), where he focuses on increasing awareness within African immigrant communities about property tax systems, equitable appraisals, and public school funding. Dr. Osezua is also a laureate of the Texas State PTA Emerging Leaders Academy (2023).

With over 18 years of teaching experience, Dr. Osezua has taught various courses related to property tax, including Property Tax Systems and Public Revenue, Property Tax Policy and Reform Strategies, Ethics in Property Taxation, and Conflict Resolution in Property Taxation. His research explores the intersection of property tax and sustainable local government financing, urban development, and fiscal decentralization, with a focus on the role of property tax in public revenue generation. He also delves into the challenges of equitable tax systems, the impact of property tax reform, and the integration of technology in tax administration to improve efficiency and compliance.

Dr. Osezua's research has been widely published in national and international outlets, including the *Pakistan Journal of Life and Social Sciences*, *Romania Journal of Public Affairs*, *Dynamics of Public Administration*, and *Journal of Social Sciences*. He has co-edited the book *Contemporary Issues in the Management of Higher Education* (2017) and is currently the Editor-in-Chief of the *Journal of Organizational Leadership and Management* at the University of Texas at Austin. His contributions to public policy reforms and public service management, especially in property tax reform, have been recognized as influential in the field.

Beyond his academic and professional accomplishments, Dr. Osezua is an active leader in various non-profit organizations, receiving leadership awards from the United States, South Africa, Ghana, and Russia. He also serves as the Chair of the Board of Directors of Africans in the Diaspora.

Dr. Osezua earned his B.Sc. in Political Science and M.Sc. in Political Science and Public Administration from the University of Benin, and a Ph.D. in Public Administration with a focus on Conflict Management from Obafemi Awolowo University, Nigeria. All his degrees were evaluated and certified as equivalent in the United States in 2018. He also holds a Diploma in Leadership from Austin Christian University, Texas (2023).

Dr. Osezua is happily married to Dr. Tina Osezua, and they are blessed with two sons, Samuel and Joshua. Samuel graduated cum laude in Software Engineering from the University of Texas at Dallas and is currently pursuing postgraduate studies at the University of Texas at Austin. Joshua is a senior at the University of Texas at San Antonio.

Nathan Folse, Jr. (Austin ISD)

Mr. Folse is a certified residential appraiser and holds a law degree. He shared that "serving on an advisory board offers a unique opportunity to contribute my expertise, insights, and leadership to an organization I care about. Currently having three children in AISD schools and a fourth child starting next year, it will allow me to help shape strategic decisions, provide guidance, and influence the direction of AISD for years to come. By serving, I can deepen my understanding of the industry and make a meaningful impact while enhancing my skills and experience.

Jim Gray (City of Lakeway)

Jim Gray is a business professional and resident of Lakeway. He moved to Lakeway with his family in 2019. He is working to help attract business to the area.

Mr. Gray is a graduate of The Columbus Academy and Miami University.

In his professional life he spent 15 years with Sharp Electronics. His position culminated in running the facsimile division which was #1 in US sales. He moved to Austin in 1996 to begin working with entrepreneurs and technology firm startups. His is an experienced problem solver, whether it is in a large business or a new tech firm.

John Havenstrite (Eanes ISD, Leander ISD)

John Havenstrite is Partner Engagement Manager for We Are Blood, the nonprofit providing all blood and blood related products to every hospital, cancer clinic, and surgery center in the Greater Austin / Hill Country region. There he works to enhance knowledge of the critical role blood banks play in the lives of Texans. Specifically, John helps electeds, policy makers, business leaders, and community groups collaborate to meet the rapidly growing needs of the heath care community.

However, John began his career in municipal finance. For fourteen years he served as the Tax Assessor Collector for dozens of municipalities that served hundreds of thousands of commercial and residential property owners scattered across four urban and rural Texas counties. In that capacity John became expertly familiar with the varying functions, responsibilities, and operations of the region's appraisal districts, the tax assessment and collection cycle, and the relationship each has with municipal finance and economic development.

Prior to moving to Austin in 2004, John was a partner and vice president of a Houston based urban planning firm. Here he gained experience creating and managing virtually all public/private municipal entities permitted in Texas. All of which are dependent upon a reliable, well-functioning appraisal district, and tax assessment collection team.

John spent six years on the Eanes ISD Board of Trustees, three as Board President. He was elected to the Board in 2017 and rolled off in 2023. During that time John served three years as the Secretary of the Central Texas School Board Association (CTSBA), and earned the Master Trustee designation as a graduate of the 2020 class of Leadership-TASB (L-TASB). John currently serves on Capital Area Council of Government's (CAPCOG) General Assembly as a public education delegate (Eanes ISD).

John grew up in New Orleans, and graduated from Louisiana State University (LSU) with degrees in History, Political Science, and Journalism. He volunteers regularly at his church, and in his community whenever he can. But more important than any of the foregoing, John is the proud father of two Westlake High School graduates, one of whom is now at Savannah College of Art and Design (SCAD), while the other is attending California Polytechnic State University (Cal Poly). John is also the slightly addled owner of one dog, two cats, and three chickens.

Thomas Kilgore (City of Lakeway)

Thomas Kilgore is the Mayor for the City of Lakeway. He was elected in 2021. His focus is on Public Safety, Transparency, Accountability and Conservative Management.

Mr. Kilgore is a retired US Army Officer. Following his public service, he worked for 20 years in the Energy Industry. He retired in 2016 from the private equity firm where he was the Chief Risk Officer, and Chief Compliance Officer.

Mr. Kilgore is a graduate of the United States Military Academy at West Point, commissioned in 1980. He holds a Bachelor of Science in Engineering. He also earned a Master of Business Administration from Duke University's Fuqua School of Business. While on active duty he served as an Assistant Professor of Economics at West Point.

Tom strongly believes in service, to our nation and our community. He and his wife purchased their Lakeway home in early 2016. They moved to Lakeway to be closer to children and grandchildren.

Heidi Langan (Austin ISD)

Heidi Langan is a recently retired teacher with over 25 years of experience. She has served as the area President of the Association of Texas Professional Educators. She has also been involved in advocacy for school funding and public schools at the local and state levels. Ms. Lanan shared that "I want to make sure that the funding for schools is stable and I believe that fair property values is a way to achieve that."

Jie Li (Austin ISD)

Jie Li is an investor and advisor to startups, passionate about mentoring entrepreneurs and helping them achieve their goals. She has served as a mentor and judge for Techstars and the Harvard Innovation Lab. Beyond her involvement in Austin's innovation ecosystem, she is committed to the education sector. Jie has been a member of the Kealing Middle School Campus Advisory Council since 2022, serving as co-chair since 2023, and also contributed to the AISD District Calendar Taskforce. Additionally, she mentors first-generation Harvard students and was appointed to the Board of the Travis Central Appraisal District by AISD in January 2024. Jie holds a BA in Economics with honors from Cornell University and an MBA from Harvard Business School.

Elizabeth Montoya (City of Pflugerville, Pflugerville ISD)

Elizabeth J Montoya, Certified Public Accountant

1002 Rocky Creek Drive Pflugerville, Texas 78660
Cell: (512) 296-1081 – elizabeth@montoyamonzingocpas.com

Executive Profile

A results-driven, hands-on Certified Public Accountant with wide industry experience and proven success in tax, budget development, accounting and finance operations, strategic and operational planning, process improvement, integrated system design and implementation, and organizational alignment with demonstrated team building and problem solving skills that have consistently led to highly motivated and efficient teams.

Government Board Experience

Travis Central Appraisal District Board of Directors, currently serving
City of Pflugerville TIRZ Board of Directors, currently serving
Travis County Citizens Bond Advisory Committee, 2023
Past service for the City of Pflugerville: Equity Commission, Finance and Budget Committee and various task specific commissions

Non-Profit Board Experience

The House of Songs, Treasurer, currently serving
Senior Access, Treasurer, currently serving
100 Women of Pflugerville, Treasurer, currently serving
John Brotherton's Pitmaster Foundation, Treasurer, currently serving

Skill Highlights

- Executive and Investor Presentations
- Diverse Industry Experience
- Collaborative Team building
- Accounting and Finance Operations
- Business Expansion
- Financial and Strategic Planning
- New Business Modeling
- Contract Negotiation
- Demand Planning
- Financial Modeling
- Cross-functional Team Building
- Supply Chain Management
- Organizational Alignment
- Infrastructure Design
- Budgeting and Benchmarking

Professional Experience

Managing Partner
April 2015 to present
Montoya & Monzingo, LLP Certified Public Accountants

Manage the daily operations of a local firm focused on helping small to midsized businesses and individuals with their goals.

Elizabeth J Montoya, Certified Public Accountant

1002 Rocky Creek Drive Pflugerville, Texas 78660
Cell: (512) 296-1081 – elizabeth@montoyamonzingocpas.com

Chief Financial Officer
October 2001 to April 2015
Texas Electric Cooperatives, Inc. – Austin, Texas

Responsible for the integrity of the organization's systems, policies, processes and transactions to ensure the successful implementation of a rapid growth plan. Texas Electric Cooperatives is the statewide association of electric cooperatives in Texas with multiple business lines and 22 locations that provides a diverse offering of products and services including manufacturing, distribution services, logistics, consulting, education and training, and publications.

- Developed and executed strategic initiatives and programs designed to enhance the strength and competitiveness of the cooperative and its members
- Manage strategic and tactical corporate financial operations and cash flow, including responsibility for purchasing, process development, human resources, accounting and information technology
- Design and implement a fully integrated infrastructure for a multi-business line company, including an end-to-end supply chain solution that supported a revenue growth from $30 million to $200 million in 10 years and a training and education solution that supported 300% growth in class participation
- Executed multiple strategic business transactions including the formation of alliance partnerships, real estate sales, oil and gas leases and timberland transactions

Military Experience

Accounting and Finance Career Field
January 1986 to January 1995
United States Air Force

Education

MS: Human Relations
University of Oklahoma

BBA: Accounting
Park University

Skills

accounting, acquisitions, administrative, balance sheet, benefit design, budgeting, cash flow, consulting, CPA, demand planning, distribution, due diligence, education and training, ERP, equity planning, facilities management, financial management, GAAP, Great Plains Dynamics, human resources, information technology, logistics, management reporting, manufacturing, media production, oil and gas, operations, policies, process development, publications, purchasing, radio production, real estate, reporting, sales, SEC reporting, software implementation, strategic planning, supply chain, system integration, telecommunications, television production, tax, tax planning, leadership, strategic planning

Aaron Moreno (City of Manor)

AARON MORENO
CITY OF MANOR
COUNCIL MEMBER PLACE 5

Councilman Aaron Moreno was born in Austin and raised in Manor, Texas. He has deep roots in the community since graduating from Manor ISD in 2014. His upbringing was filled with hands-on experiences that shaped who he is today. Growing up, Aaron learned the value of hard work and determination through ranching alongside his brothers and grandfather. While managing backstage operations for the Manor High School Theater Department, he further developed his skills in coordination and problem-solving. These early experiences paved the way for Aaron to connect with the community in various roles, including as an after-school counselor at the YMCA and as "Farmer Aaron" at Crowes Nest Farm.

Professionally, Aaron built a solid foundation at Applied Materials, where he spent four years gaining industry knowledge. He then transitioned to the Austin Transportation Department, which allowed him to contribute to the city's infrastructure and growth.

At 24, Aaron began his formal journey into local governance as a City's Board of Adjustments member. In 2021, he was elected to Place 5 on the Manor City Council, becoming one of the youngest individuals in the city's history to serve in this capacity. Aaron's dedication to public service is evident through his active participation in several key committees, including Parks and Trees, Health, Budget, and Emergency Management. Over the past three years, he has been committed to understanding the needs of his constituents and advocating for their interests.

Outside of work and public service, Aaron enjoys life's super pleasures—spending time with family, hiking, riding his Harley, and fishing. His love for film, music, and the arts fills his creativity and inspires him to embrace every experience.

Matt Sherman (City of Lakeway)

Matt Sherman is a Lakeway City Council Member, elected in 2024. He and his family have been proud residents of Lakeway since 2019.

Professionally, he works in advertising, where he helps clients maximize their revenue through effective ad sales strategies.

Mr. Sherman commitment to community service began with his role on the Aviation Zoning Committee. Before being elected to the city council, he served as a Commissioner on the Lakeway Zoning and Planning Commission (ZAPCO) and chaired the Lakeway 2024 Comprehensive Plan Committee.

Matt is a commercially rated pilot. His dedication to the community extends to his involvement with various local organizations. Matt is a member of the Lake Travis Trail Coalition and Lakeway Friends of the Parks. Additionally, he has combined his interest in flying with his love for animals by serving as a pilot for Pilots N Paws, an organization that relocates dogs from high-kill shelters to specialized rescue organizations. He also serves on the board of the Lakeway View HOA.

James Valadez (Travis County)

A native Austinite, James Valadez owns and operates Sequoia Real Estate, LLC, a full-service real estate brokerage focused on residential and commercial sales and leasing in the Austin area. He is a member of the Austin Board of Realtors, Texas Real Estate Commission, and Credit Union National Association and serves on the Board of Directors for the Travis Central Appraisal District, A+ Federal Credit Union, and Dell Seton Medical Center at The University of Texas. Valadez has previously served as a member of the City of Austin's Board of Adjustment, the City of Austin's Community Development Commission, and the 2023 Travis County Citizens Bond Advisory Committee.
He is a graduate of The University of Texas at Austin and McCallum High School.

Gretchen Vance (City of Lakeway)

Gretchen Vance is a Lakeway City Council Member, and the Mayor Pro tem. She was first elected in 2019. She and her family have lived in Lakeway since 2011.

Mrs. Vance attended the University of Georgia. She began her career in the hospitality industry with Ritz Carlton. In 2009, Gretchen become a TCEQ Licensed Irrigator (LI18220). This knowledge puts her in a unique position to understand water supply and safety, back flow and irrigation planning and requirements.

She and her family are entrepreneurs. Her family businesses have included one of the largest irrigation companies in south central Texas, and a water acrobatics and jet boarding business. Currently she owns and operates Electric Avenue Athletics (EAA).

Electric Avenue Athletics (EAA) is the only dedicated Junior Olympics Acrobatics & Tumbling (A&T) gym in the nation. This facility is home to the 2018 & 2019 USA Gymnastics National Champions in both the Senior and Junior Division. As well as the 2021 & 2022 NYATA National Champions.

Blanca Zamora-Garcia (Del Valle ISD)

24 years ago, Blanca started Casa Blanca Realty. Blanca is known for integrity, diplomacy and sincerity in all her dealings. In her tenure in the real estate business, she has strived to be someone her clients and other real estate professionals can trust. A former educator with the Austin Independent School District and consultant with the Texas Education Agency, Blanca applies her unique teaching and listening skills to her business. Being a long-time Central Texas resident, she oNers a seasoned knowledge of Austin and surrounding suburbs, counties and communities. Blanca's motto is, "Relationships over Transactions." Much of her business comes from repeat clients or referrals. Whether it is a starter home, investment property or second home, Blanca provides the same level of service for all her buyers, sellers and renters.

Blanca is committed to serving the Austin community by volunteering her time and expertise and serving on boards that she feels help improve the lives of the communities she cares for.

She currently serves on the Board of Directors of the Travis Central Appraisal District where her real estate expertise, desire to increase avenues for the Hispanic community to learn more about how the property tax system, and dedication to ensuring funding for local public schools have led to her being a strong advocate for the District's outreach to underserved communities, increased transparency with Travis County property owners, and accurate and equitable appraisals.

Blanca has served on the Board of Directors of the Greater Austin Hispanic Chamber of Commerce (GAHCC), where she was the Chair of the Education Committee and partnered with Wal-Mart to mentor students in grades 9 through 12 to help them prepare for postsecondary education. During her tenure as Board Chair, the GAHCC grew to over 800 members. She was named the GAHCC Business Woman of the Year 2012 and received the GAHCC Lifetime Achievement Award in 2018.

Blanca served on the Foundation of the GAHCC, the non-profit arm of the GAHCC. In her role as Co-Chair of the "Let's Win The Future", endowments were established at the University of Texas School of Education, Texas State University, School of Business, Austin Community College, St. Edward's University and Houston Tillotson University, raising more than $400,000 for Central Texas students.

She is also a long-time member of the Settlement Club, the fundraising arm for the Settlement Home for Girls who have experienced emotional trauma, abuse or neglect. As Chair of the Education Committee, she began the Annual Quince Celebration. It has become so popular that all girls look forward to participating in the annual celebration.

Blanca previously served on the Avance Austin Board, a national non-profit organization working to transform the lives of underserved, under-resourced families.

Blanca was voted the Best Real Estate Agent for 2021 by the *Austin Chronicle*.

Blanca received a BS from Texas A&I University and a Master's in Education/Curriculum & Instruction at the University of Texas. She has resided in Austin since 1975. She is married to longtime attorney Alberto Garcia and her daughter, Bianca Garcia, also resides in Austin.

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, CASTING ITS VOTES FOR THE TRAVIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

WHEREAS, Senate Bill 2 from the fourth special session of the 88th Texas Legislature changed the composition and appointment method of the Board of Directors for the Travis Central Appraisal District; and

WHEREAS, the terms of all currently appointed members of the Board of Directors will expire at the end of 2024; and

WHEREAS, taxing entities must elect 5 members to the Board for terms beginning January 1, 2025; and

WHEREAS, two members will be appointed to serve a one-year term beginning January 1, 2025 and ending December 31, 2025 and Three members will be appointed to serve a three-year term beginning January 1, 2025 and ending December 31, 2027; and

WHEREAS, the City of Leander is entitled to 10 votes that can be split among the nominees on the ballot.

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

SECTION 1. The City Council of the City of Leander, Texas, casts its votes for the Travis Central Appraisal District Board of Directors as follows:

Nominee	Nominating Entity	Votes Cast
Ken Bautsch	City of Lakeway	
Deborah Cartwright	Austin ISD and City of Elgin	
Nicole Conley	City of Austin	
Dr. Osezua Ehiyamen	Austin ISD	
Nathan Folse, Jr.	Austin ISD	
Jim Gray	City of Lakeway	
John Havenstrite	Eanes ISD and Leander ISD	
Thomas Kilgore	City of Lakeway	
Heidi Langan	Austin ISD	
Jie Li	Austin ISD	
Elizabeth Montoya	City of Pflugerville and Pflugerville ISD	
Aaron Moreno	City of Manor	
Matt Sherman	City of Lakeway	
James Valadez	Travis County	
Gretchen Vance	City of Lakeway	
Blanca Zamora-Garcia	Del Valle ISD	
	TOTAL VOTES CAST	

DULY PASSED and approved on this the ____ day of November, 2024.

APPROVED: **ATTEST:**

Christine DeLisle, Mayor Dara Crabtree, City Secretary

EXECUTIVE SUMMARY
11/21/2024

AGENDA SUBJECT:
Cast Ballot for Williamson Central Appraisal District Board of Directors

BACKGROUND:
Senate Bill 2 from the fourth special session of the 88th Texas Legislature changed the composition and appointment method of the Board of Directors for the Travis Central Appraisal District. The terms of all currently appointed members of the Board of Directors will expire at the end of this year. Accordingly, the election of five (5) members to the Board must be conducted this fall to select the individuals who will serve in this capacity for terms beginning January 1, 2025. Two (2) members will be appointed to serve a one (1)- year term beginning January 1, 2025, and ending December 31, 2025. Three (3) members will be appointed to serve a three (3)- year term beginning January 1, 2025, and ending December 31, 2027. The City of Leander has one hundred fifteen (115) votes.

The following nominations were submitted to the Williamson Central Appraisal District for appointment to the Board of Directors.

Lisa Birkman
Harry Gibbs
Jon Lux
Lora Weber
Michael Wei
Sunnie Fox
Anjalicia Ufomata

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
City Council discretion

PRESENTER:
Robert G. Powers, Executive Finance Director

Fiscal Impact

Attachments:

1. CTLE from Election Ballot Letter No HB988 10.28.24
2. Nominees with Bios 2024

"Our mission is to provide an accurate, fair and cost-effective appraisal roll while maintaining high levels of transparency and giving industry leading customer service to the consumers of our data and services."

October 28, 2024

Christine DeLisle, Mayor
City of Leander
P. O. Box 319
Leander, Texas 78646

Dear Mayor DeLisle:

Attached is the official ballot listing the nominees submitted for the Board of Directors for the Williamson Central Appraisal District in accordance with Section 6.03 of the Texas Property Tax Code. You will also find attached a short biography for each nominee.

The ballot lists the total number of votes available for your unit to cast. Please note, you may distribute these votes amongst the listed candidates at your discretion.

We are required to have two members serve a one-year term. To ensure we have two members serving a one-year term, those two members with the most votes for a one-year term will be elected and should those same members also receive votes for a three-year term, those three- year votes will be added to their one-year term votes. We are required to have three members serve a three-year term. All other nominees' votes (either for one- or three-year term) will be counted and those with the three highest vote totals will be elected to a three-year term.

According to Section 6.03 of the Texas Property Tax Code each taxing unit must determine their vote by resolution and submit it to the Chief Appraiser **before December 15, 2024**.

If you have any questions, please feel free to call.

With Kindest Regards,

Alvin Lankford
Chief Appraiser

BOARD OF DIRECTORS ~ ENTITY APPOINTED
JON LUX, CHAIRMAN
LORA H. WEBER, VICE-CHAIRMAN
HARRY GIBBS
MICHAEL WEI
LISA BIRKMAN
LARRY GADDES

BOARD OF DIRECTORS ~ PUBLICLY ELECTED
HOPE HISLE-PIPER, SECRETARY
MIKE SANDERS
MASON MOSES

CHIEF APPRAISER Alvin Lankford
alvinl@wcad.org

625 F.M. 1460, Georgetown, Texas 78626
(512) 930-3787 www.wcad.org

Williamson Central Appraisal District
Board of Directors Nominees
Official Ballot 2024

INSTRUCTION NOTE:

Indicate your vote for the candidate or candidates of your choice by placing the number of votes in the blank beside the candidate or candidates' name.

ENTITY City of Leander **NUMBER OF VOTES** 115

NOMINEES	**1 YEAR TERM**	**3 YEAR TERM**
BIRKMAN, LISA		
GIBBS, HARRY		
LUX, JON		
WEBER, LORA		
WEI, MICHAEL		

NOMINEES	**3 YEAR TERM**
FOX, SUNNIE	
UFOMATA, ANJALICIA "ANGIE"	

ATTEST:

_____
Signature

_____
Date

Birkman

Lisa is a sixth generation Texan, born on the Army base of Ft. Hood in Killeen, Texas, where her father served as an officer in the Army. Her family has owned a heritage farm in the Leander area since 1854 and Lisa helps manage her family's farm business interests. After Lisa graduated from Georgetown High School, she went on to attend Texas A&M University, where she graduated with a Bachelor of Science degree in elementary education. Commissioner Birkman was a public-school teacher for 13 years, teaching in Granbury, Austin and in Round Rock elementary schools.

After a successful career in education, Lisa decided to run for a seat on the Brushy Creek Municipal Utility District (MUD) board of directors. She served the residents of the MUD for four years, before deciding to run for a vacant seat on the Williamson County Commissioners Court. Lisa won the race and was the first woman elected to serve on the Commissioners Court. She was sworn into office on May 3, 2004, and represented Precinct 1 and the Round Rock area until December 31, 2016. During her terms, Lisa held several leadership positions, including serving on the Williamson County Mental Health Task Force, the County's Benefits Committee, and as president of the Williamson County Conservation Foundation board of directors. In 2008, Lisa was appointed by Governor Rick Perry to serve on the statewide Texas Agriculture Financing Authority (TAFA) that provides economic development opportunities to young farmers in rural areas throughout Texas.

Lisa married Rick Birkman in 1989 and they began the Texas Roofing Company in 1995, whose focus was commercial roofing in the Austin area. They owned and operated the successful company for twenty-five years until it was sold in 2020 after Rick's death.

Lisa retired from Williamson County in 2016, to pursue other interests and activities but has remained passionate about serving her community, including as a commissioner on Emergency Service District #8 Board of Directors from 2020 – 2022.

Lisa has been a volunteer Court Appointed Special Advocate (CASA) for local foster kids since 2014. She has two adult daughters, Elizabeth and Ricki, and two precious granddaughters, Amelia and Aurora. In her free time, Lisa enjoys reading mystery novels, doing crafts and traveling with her family.

Fox

Sunnie Fox has worked with Keller Williams, Berkshire Hathaway, TJ Lewis, Magnolia Realty since 2017. She has successfully closed transactions for 50 families in the Austin Metro
area, specializing in Cedar Park, Round Rock, & Leander. Owned and operated a successful franchise retail cookie shop/bakery – Eileen's Colossal Cookies in Cedar Park, Tx and was a classroom teacher first grade and kindergarten for Pflugerville ISD and Lincoln Public Schools in Lincoln, Nebraska.

Current philanthropic work includes Cedar Park Chamber of Commerce – Board of Directors, Cedar Park Public Library Foundation – Board of Directors, IncubatorEDU Vista Ridge HS – Mentor, and Young Men's Service League – Board of Directors. This last organization consists of moms and sons serving the community together, she and her son have served over 75 hours together since 2022.

Gibbs

Harry Gibbs has vast real estate experience. Licensed as a Texas Real Estate Broker since 1980, Harry has represented owner/landlords, buyers, and sellers in numerous large commercial real estate transactions in Williamson County as well as nine other Texas counties. Harry continues to stay active in commercial real estate.

Harry has served the Texas Association of REALTORS as Commercial Liaison to Leadership in 2018, Chairman of the Commercial Committee in 2016, and Public Policy Committee Chairman in 2013. He has also served on the Land Use Committee, Commercial Forms Committee, and Nominating Committee. He is a TRLP Instructor and a Spokesperson Training Instructor. Harry is a broker with Keller Williams Realty Georgetown, KW Commercial.

Harry is a CCIM – Certified Commercial Investment Member since 1996, and a CIPS – Certified International Property Specialist. He is a 2007 graduate of TRLP – Texas REALTOR Leadership Program. Harry graduated from of The University of Texas, Austin in 1982. He has a BBA in Real Estate and Urban Land Development as well as a BBA in Finance.

Harry is a two-time president of the Georgetown Sunrise Rotary Club, former member and Chairman of the Georgetown Planning and Zoning Commission, and currently serves on the Board of Directors for the Williamson Central Appraisal District. Harry was named as the 2020 Board Member of the Year by the Texas Association of Appraisal Districts.

Harry has a wonderful wife who is also in real estate, two great stepchildren, four absolutely wonderful grandchildren, and a really cool frisbee catching Blue Heeler named Grace**.**

Lux

Jon Lux is a proud U.S. Navy veteran with 21 years of service. After enlistment, he was awarded a Naval ROTC scholarship to the University of New Mexico, where, upon completion of his B.A. in Economics, he was commissioned as an Ensign in the U.S. Navy. He served as a Surface Warfare Officer on multiple sea tours and ashore he served on the staffs of Commander Mine War Command and Commander Mine Countermeasures Squadron Three, and served as Executive Officer Naval Station in Ingleside, TX. Jon attended the United States Navy Postgraduate School in Monterey, California, where he graduated with a Master of Science in Management. Jon was awarded numerous medals and awards during his distinguished service. After retirement from the U.S. Navy, Jon has worked in the private sector as a Division Manager, Division Chief, Program Manager, and Director for information technology providers. After traveling the world in his role with the Navy, Jon selected Cedar Park and Williamson County as the place of choice to live, work, play, thrive and call home for his family. He is married to Michelle and has two adult children. Upon arrival in Cedar Park, Jon immediately jumped into serving the community. He served on the Cedar Park Tourism Advisory Board, Cedar Park Planning and Zoning Commission and served four years on Cedar Park City Council. He currently, in addition to the WCAD Board of Directors, serves as Chairman of the Leander Independent School District Bond Oversight Committee.

Ufomata

Anjalicia “Angie” Ufomata is a seasoned realtor with extensive experience in the Austin, Texas real estate market. She has a proven track record as the top-selling agent at Cultivate Realty. Before transitioning to real estate, she spent nearly a decade as an educator in Round Rock ISD. Since 2019, she has been a resident of Williamson County and is an active parent with three children attending Leander ISD schools. Her diverse background has given her a unique perspective and a deep understanding of community needs.

Weber

Lora Weber is a longtime public-sector executive, small business owner, and community leader. Lora enjoyed a long career with several state agencies encompassing everything from public utility regulation to business licensing to higher education. She is the successful leader of organizations with diverse, complex mandates and multi-state operations.
Lora has served on national boards including the Verizon Consumer Advisory Board and the National Consumers League. Locally, she has served as chair of the Round Rock Chamber of Commerce and of the Round Rock Economic Development Advisory Committee. She currently serves on the Economic Development District for the Capital Area Council of Governments. Lora holds a Bachelor of Arts degree in English and political science. She and her husband, Jay, love living in Round Rock, but try to spend as much time as possible scuba-diving all over the world.

Wei

Prior to his real estate career, Michael was a data-driven scientist, project manager, and team leader for nearly 20 years. His expertise in data analysis tools, such as Power Business Intelligence (PBI) and regulatory compliance engineering allowed him to provide expert scientific perspective and practical decision-making. He is actively serving Austin metro communities by volunteering as the Vice President of the PTA Council of Round Rock ISD, the Committee member of Greater Austin Asian Chamber of Commerce, and Board of Director of Austin Chinese American Network.

EXECUTIVE SUMMARY
11/21/2024

AGENDA SUBJECT:
Discuss and consider action on City of Leander Mission and Vision Statements.

BACKGROUND:
At its July 2024 retreat, the City Council engaged in a strategic planning exercise. The exercise began with a brainstorming session to identify what operations and programs that the City should be providing. Each concept was documented on a note card. After the brainstorming exercise, the City Council organized the documented concepts into related clusters and created a title for each cluster. Those concepts were then further designated as either goals or objectives.

In total, five clusters were created and titled as follows:

- Blance,
- Possibilities,
- Fundamentals,
- Vibe, and
- Culture.

City staff drafted a vision statement and a mission statement using the five topics above as guiding principles. The objective was to create impactful statements that encompassed the guiding principles and contained no more than 20 to 30 words. The draft statements are:

Vision Statement
An economically sustainable and balanced community that offers endless possibilities, celebrates its vibrant culture, and cultivates a welcoming vibe.

Mission Statement
To deliver fundamental services and programs that recognize and cultivate the unique characteristics of the City, generate an inviting atmosphere, and drive purpose of place and a sense of belonging.

Once a vision and mission statement are adopted, each department will prepare its own vision and mission statements that are aligned. In addition, City staff will utilize the guiding concepts to align existing operations and programs and to expand or develop new services.

HISTORY/TIMELINE:
City Council Retreat - July 26, 2024

APPLICANT/AGENT:
NA

RECOMMENDATION:
City staff recommends that the City Council:

1. Review the draft vision and mission statements;
2. Adopt the proposed or amended vision and mission statements; and
3. Direct City staff to implement the vision and mission statements.

PRESENTER:
Todd Parton, City Manager

Fiscal Impact

Attachments:

1. CC Vision and Goal Statements

City of Leander
Vision Statement, Mission Statement and Goals
DRAFT 11-15-2024

Leander Vision Statement

An economically sustainable and balanced community that offers endless possibilities, celebrates its vibrant culture, and cultivates a welcoming vibe.

Leander Mission Statement

To deliver fundamental services and programs that recognize and cultivate the unique characteristics of the City, generate an inviting atmosphere, and drive purpose of place and a sense of belonging.

City Council Guiding Concepts

Balance

- Economic Sustainability
  - Develop a Diversified Tax Base
  - Provide a Housing/Jobs Balance
  - Maximize Development Potential to Achieve Desired Economic Benefits
- Land Use Balance
  - Manage Growth to Achieve Economic Sustainability
  - Develop a Corporate-Anchored Business Community
  - Cultivate Tech Campuses
  - Expand on the City's Medical Sector
  - Develop the City's Recreation and Hospitality Sectors
- Full Life Cycle City
  - Maintain an Adequate Supply of Executive Housing
  - Not a Bedroom Community – Keep Charm and Diversity
  - Recruit a Robust Variety of Retail Stores and Services
- Ultimate Balance
  - Recognize Unique Sectors Throughout the Community
  - Integrate Unique Sectors into a Community Collective
  - Resources/Services for all Demographic Segments

Possibilities

- Build for the Future
  - Develop the City as an Up and Coming Family Place
  - Create Opportunities for Multiple Generations to Live, Work and Grow
  - Provide Services, Programs, and Infrastructure to Enhance QOL
- Maximize the City's Potential
  - Cultivate the City's Primary Opportunities

- Collaborate with Public and Private Partners to Enhance the Region and Elevate the City
- Upgrade/Expand Infrastructure to Support Desired Development

Fundamentals

- Protect Public Health, Safety, and Welfare
  - Secure Long-Term, Sustainable Sources of Raw Water
  - Expand Core Utility System Capacity to Keep Pace with Evolving Demand
  - Build and Maintain an Efficient and Effective Roadway System
  - Provide Public Safety Services to Keep Pace with Evolving Community Needs
  - Protect Flood Prone and Environmentally Sensitive Areas
- Provide a Healthy Community
  - Develop Integrated Parks and Recreation Systems and Programs
  - Implement Recreational and Cultural Programs to Connect the Community
  - Interconnect Various Sectors or Districts within the Community
  - Develop an Active Transportation System
- Provide Great Customer Service
  - Develop a Customer Service Strategy
  - Establish and Maintain an Efficient Development Process
  - Continuously Monitor, Evaluate, and Improve Customer Services
- Provide Quality Public Service(s)
  - Establish Benchmarks and Performance Metrics for Desired Levels of Service
  - Develop Departmental Resourcing Plans to Accomplish Desired Objectives
  - Maximize Interdepartmental Coordination for Efficiencies and Effectiveness
  - Deploy Technological Solutions to Enhance Public Service Offerings
  - Prepare Fiscal Models to Help Ensure Service Continuity

Vibe

- Cultivate a Friendly and Welcoming Feel
  - Protect the Small-Town Charm
  - Develop a Vibrant Town Center
  - Initiate a “Friendly City” Branding Initiative
- Embrace and Emphasize Uniqueness of Character
  - Identify and Define Distinct Areas or Districts
  - Protect the Characteristics that Make an Area or District Unique
  - Facilitate/Encourage Unique Design Aesthetics in New Developments
  - Construct Artistic Crosswalks, Pocket Parks and Amenities to Create a Sense of Place
  - Implement an Incentive Program for Development of a Rail Station
- Create an Energetic and Engaged Community
  - Develop the City as a Festival Destination
  - Market the Things that Make the City Special
  - Embrace the City’s Diversity

Culture

- City of High Character
  - Enhance Governmental Transparency
  - Engage in Pro-Active and Effective Communications
  - Develop the City as a Trusted Source of Information
  - Create a Culture of Respect and Professionalism within the Organization
- Family-Oriented Community
  - Provide Opportunities for Family Engagement
  - Collaborate with Educational Entities to Provide Educational Programs/Curriculum to Advance Current and Future Workforce Development
  - Develop Recreational Programs and Facilities that Support Families
  - Provide Opportunities for the Expression and Display of Cultural Arts
  - Provide for a Mix of Housing Opportunities
- Inclusive Community
  - Recognize Those Who Have Made Leander Home
  - Identify and Engage with All Segments of the Community
  - Celebrate the City's Evolving Diversity and Growing Heritage
  - Develop a Public Venue to Support Large-Scale Events
- Respect Community Heritage
  - Develop a Vibrant City Center in Old Town
  - Celebrate the City's History