



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

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



Mayor – Christine DeLisle

Place 1 – Kathryn Pantalion-Parker

Place 2 – Michael Herrera

Place 3 – David McDonald

Place 4 – Na'Cole Thompson, Mayor Pro Tem

Place 5 – Chris Czernek

Place 6 – Becki Ross

City Manager – Todd Parton

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Convene into Executive Session pursuant to:
 1. Section 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 (CIP W.18); and
 2. Section 551.071 Texas Government Code, and Section 1305, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Cause No. 20-0217-C425 Daniel Brown, Maria Brown, and ZG Properties, LLC vs. City of Leander; 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 (1) 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:

1. Acquisition of property for the Leander 2243 Water Main Project (CIP W.18); and
2. Cause No. 20-0217-C425 Daniel Brown, Maria Brown, and ZG Properties, LLC vs. City of Leander; and
3. Project EDA-24-003.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.
5. Roll Call.

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

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

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

7. Staff Reports

- Capital Improvement Program Update: Raider Way and East Woodview Drive Roadway (CIP T.12) and Bagdad Road and Collaborative Way (CIP T.71) Projects.
- Introduction of Edwin Revell, appointed Assistant City Manager.

[Immediately following the introduction of Mr. Revell the City Council will take a brief recess for a reception.]

CONSENT AGENDA: ACTION

8. Approval of the minutes for meeting held on November 21, 2024.
9. Ratify the City Manager's appointment of Edwin Revell as Assistant City Manager.
10. Approval of joining the Texas Attorney General's opioid settlement with Kroger; and authorize the City Manager to execute Settlement Participation Form and any and all necessary documents.
11. Approval of an Ordinance amending Code of Ordinances, Article 1.12 Golf Course providing for clarification in hours of operation, general rules associated with alcoholic beverages, attire, guest conduct, facility use, municipal and privately owned golf carts; providing for severability, an open meeting clause, an effective date; and providing for related matters.
12. Approval of a professional services agreement with Public Sector Personnel Consultants (PSPC) for the City's Fiscal Year 2026 job classification and compensation study in the amount of \$55,000.00; and authorize the City Manager to execute any and all necessary documents.
13. Acceptance of public infrastructure improvements for Palmera Bluff Sections 7 and 8 to include: streets, drainage, water, wastewater, streetlights, and landscaping improvements.
14. Acceptance of the public infrastructure improvements for Barksdale Phase 2 Subdivision to include: streets, stormwater, drainage, water, wastewater, and streetlights.
15. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(g) in the hours of construction work for The Burt Group for The Crossing at Hero Way and West Broade Street Retail Development to perform an early morning concrete pour beginning at 2:00 a.m. at the site located at 11312 Hero Way West, the week of December 9, 2024 through December 14, 2024 (depending on weather conditions), and requiring the contractor of the site to post door hanger notifications a minimum of forty-eight (48) hours in advance of the activities.
16. Approval of a procurement of services with Jamail and Smith Construction, LP for installation of gas and electrical services to the new LPG system at the Leander Fire Training Facility located at 101 E. Sonny Road (CIP M.12) utilizing BuyBoard contract 728-24 in the amount of \$103,478.08, and authorize the City Manager to execute any and all necessary documents.
17. Approval of a Special Event Permit and street closures for the Martin Luther King Day March and Celebration being held on Monday, January 20, 2025 beginning at 10:00 a.m. in Old Town Park.

18. Approval of the purchase of a replacement vehicle for the Fire Department Shift Commander, utilizing HGACBuy contract FS12-23 from Chastang Ford in the amount of \$130,848.00; and authorize the City Manager to execute any and all necessary documents.
19. Approval of the purchase of four (4) 2024 Chevrolet Silverado 4x4 vehicles for the Police Department in the amount of \$356,208.00 from Sewell Chevrolet pursuant to Solicitation S24-003 awarded January 4, 2024; and authorize the City Manager to execute any and all necessary documents.
20. Approval of the purchase of one (1) 2024 Dodge Durango vehicle for the Police Department in the amount of \$65,421.50 from Sewell Ford pursuant to Solicitation S24-003 awarded January 4, 2024; and authorize the City Manager to execute any and all necessary documents.
21. Approval of the extension of the application expiration for Subdivision Case FP-21-0019 Rosenbusch Phase 4 Final Plat; more particularly described by Williamson Central Appraisal District Parcel R599344; generally located to the east of the intersection of Vista Ridge Drive and Lakeline Boulevard; Leander, Williamson County, Texas.
22. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0123 to amend the Northline Planned Unit Development on several parcels of land 115.7076 acres $\pm$ 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.
23. Approval of the Second Reading of an Ordinance 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.
24. Approval an Ordinance regarding Ordinance Case OR-24-0026 to amend Appendix A of the Leander Code of Ordinances to update Section A3.009 Site Development Permit Review fees, and to provide for related matters; Williamson and Travis Counties, Texas.

PUBLIC HEARING: ACTION

25. Conduct a Public Hearing regarding the High Gabriel Township Annexation Case A-24-0011 for the voluntary annexation of 12.75 acres $\pm$ 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 Annexation Case A-24-0011 as described above.
26. Conduct a Public Hearing 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 $\pm$ 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.
27. Conduct a Public Hearing regarding the Simpson Tract Annexation Case A-24-0017 for the voluntary annexation of 28.12 acres $\pm$ 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 Annexation Case A-24-0017 as described above.
28. Conduct a Public Hearing 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 28.12 acres $\pm$ 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.
 29. Conduct a Public Hearing 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 $\pm$ 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.
 30. Conduct a Public Hearing 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 $\pm$ 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.

REGULAR AGENDA

31. Discuss and consider action on the approval of the Springs at M Ranch Phasing Plan associated with Subdivision Case CP-22-0019 on thirteen (13) parcels of land approximately 153 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031286, R031279, R031280, R555247, R031298, R555246, R031297, R462377, R031347, R555235, R031351, R031398, and R473651; generally located at the southwest intersection of Hero Way West and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
32. Discuss and consider action on Tree Removal Case TRP-24-0035 regarding removal of one (1) Heritage Tree and twelve (12) Significant Trees associated with the Chitalpa Commercial Site Development Project (SD-24-0203) generally located southwest of the intersection of S. Chitalpa Street and Barrel Cactus Drive, Leander, Williamson County, Texas.
33. Discuss and provide direction to staff regarding the proposed Comprehensive Plan Update Request for Proposal (RFP).
34. Discuss and provide direction to staff regarding updates to the Subdivision Ordinance regarding the payment option for Roadway Adequacy Standards; and to provide for related matters, Williamson and Travis Counties, Texas.
35. Discuss and consider action on an Ordinance providing for the Executive Director of Development Services Director or Designee to grant exceptions to and authorize refund of payment of roadway adequacy fees in lieu of constructing improvements to adjacent thoroughfares; providing an appeal

process; providing an effective date, severability and open meetings clause; and providing for related matters.

36. Discuss and consider action on a Second Amendment of the Northline PUD Development and Reimbursement Agreement.
37. Discuss and consider action on the annual appointment of the Tax Increment Reinvestment Zone (TIRZ) No. 1 Board Chair for a term from January 1, 2025 through December 31, 2025.
38. Discuss and consider acceptance of the Library Strategic Plan for 2025-2030 with recommendations, developed with assistance from the non-profit group, Partners Library Action Network (PLAN).
39. Discuss and consider award of Solicitation CIPS24-009 to Core & Main LP for the implementation of an Advanced Metering Infrastructure (AMI) System, (CIP W.42) in the amount of \$9,073,403.00; and authorize the City Manager to execute all necessary contracts and documents.
40. 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.]*
41. Council Member Closing Statements.
42. 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 2 day of December 2024 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Staff Reports

- Capital Improvement Program Update: Raider Way and East Woodview Drive Roadway (CIP T.12) and Bagdad Road and Collaborative Way (CIP T.71) Projects.
- Introduction of Edwin Revell, appointed Assistant City Manager.

[Immediately following the introduction of Mr. Revell the City Council will take a brief recess for a reception.]

BACKGROUND:

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Attachments:

1. Edwin Bio

Edwin's Professional Bio

Edwin Revell has dedicated over 34 years to public service in the fields of engineering and planning. He most recently served as the Executive Director of Development Services for the City of Killeen, Texas where he oversaw the Divisions of Engineering Services, Planning Services, Downtown Revitalization, Code Enforcement and Building Inspections Services. Prior to Killeen, Edwin served as the Director of Department of Planning, Engineering and Permits for the City of Birmingham, Alabama where he oversaw the Division of One Permitting and Regulatory Services, Division of Planning, Urban Design and Watershed Management, Departmental Services Performance Management Team, and Departmental Systems Support Team.

Over the course of his career, Edwin has served in the positions of Civil Engineer, Flood Plain Administrator, Stormwater Administrator, and Deputy Director. Now, with over 12 years of executive director level and leadership experience, Edwin continues to be guided by his personal mission of providing leadership service from a God-inspired heart while meaningfully contributing to the development, betterment, and fulfillment of his team and community by being a positive example and supportive resource.

Some of Edwin's recent accomplishments include being a 2023 Leadership Killeen Graduate and a 2024 Leadership Central Texas Graduate. Edwin is married to Antonia Martinez Revell and is the father of Charity, Edwin Jr., Vania, and Zephaniah (deceased) and has 7 lovely grandchildren.



**EXECUTIVE SUMMARY
12/5/2024**

AGENDA SUBJECT:

Approval of the minutes for meeting held on November 21, 2024.

BACKGROUND:

Attached are the minutes for meeting held on November 21, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 11.21.2024



**MINUTES
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 1 – Kathryn Pantalion-Parker

Place 2 – Michael Herrera

Place 3 – David McDonald

Place 4 – Na'Cole Thompson, Mayor Pro Tem

Place 5 – Chris Czernek

Place 6 – Becki Ross

City Manager – Todd Parton

BRIEFING WORKSHOP - CONVENE AT 5:30 PM

1. Open Meeting.

Opened meeting at 5:31 p.m.

2. Roll Call.

Roll call reflected all present with Councilmember Ross arriving at 5:35 p.m. and Councilmember McDonald arriving at 6:24 p.m.

3. Discussion regarding communicating performance metrics.

Discussion included communication plan; full page add in Community Impact; tell our story; progress on some items; citizens need to know; Comprehensive Plan; specifics not sharing; how improving water usage and meeting capacity; tax revenue bring in along how much goes to CapMetro and ridership; high priority projects; important factors to track; defining success; effectively communicate; identify things feel important to communicate; branding and communication plan RFP forthcoming; communicating not issue - not enough staff to keep up; past communication out to public; difficult to reach everyone; Mission and Vision statement; communicate on projects the way did previously with water; visual graphics on website; additional staffing coming onboard in communications department; metrics for each department; big picture items versus individual widgets; everyone looking for different information; robust website and newsletter; councilmember posting on their social media; developer forum; State of City on website; what, how and how often communication convey; inventory current communication efforts; future community wide survey; and will discuss more in the future.

[Council took a brief recess at 5:57 p.m. / reconvened at 6:02 p.m.]

4. Joint workshop with Planning and Zoning Commission to discuss Future Land Use Map.

Discussion included; changes to Comprehensive Plan; employment center land use category; development goals; appropriate land use mix; connectivity; employment; location; central Texas area examples; needs and prospect types; current Comprehensive Plan; clear intent with focus on commercial and employers; more flexibility; Master Plan developments; and flex space.

Adjourned briefing workshop at 6:38 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

5. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:01 p.m.; invocation proved by Shayne O'Brien with RockPointe Church; and Mayor DeLisle led the Pledges of Allegiance.

6. Roll Call.

Roll call reflected all present.

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.]

No one spoke.

8. Staff Reports

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

Police COPS update included grant awarded September 30, 2024 in the amount of \$236,000.00 (no local match); city uses of grant funds to add dispatch radion console; forensic computer workstation and LPR cameras; and next steps.

BCRUA update included project; construction snapshot; status of main elements; maintenance building; pump station; Phase 2 schedule and upcoming work; and TWBD Swift Funding application.

9. Leander History

- Spirits of Bagdad

Presentation included star pattern on US flag; Great Luminary flag; Provisional Texas US flag; Chamber of Commerce grant recipient \$10,000.00 to host historic event; and Spirits of Bagdad event.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 10 through 23.

By: Councilmember McDonald

Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

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 $\pm$ 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 $\pm$ 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 $\pm$ 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 $\pm$ 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.

Opened Public Hearing at 7:44 p.m.; closed Public Hearing at 7:44 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Zoning Case Z-24-0123.

By: Councilmember Pantalion-Parker
Seconded: Councilmember Czernek

Vote: 7 - 0

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.

Public Hearing opened at 7:46 p.m.; closed Public Hearing at 7:46 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Ordinance Case OR-24-0023.

By: Mayor Pro Tem Thompson
Seconded: Councilmember Ross

Vote: 7 - 0

REGULAR AGENDA

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

Motion: to cast 10 votes to Thomas Kilgore.

By: Councilmember Czernek

Seconded: Councilmember Pantalion-Parker

Vote: 7 - 0

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

Motion: to cast 115 votes divided 23 votes each to Lisa Birkman, Jon Lux, Lora Weber, Sunnie Fox and Anjalicia "Angie" Ufomata.

By: Mayor DeLisle

Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

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

Motion: Approve to amend the Vision Statement to read as follows: An economically sustainable and balanced community that invites endless possibilities, celebrates its vibrant culture, and cultivates a welcoming environment. Mission statement to read as follows: 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 sense of belonging.

By: Mayor DeLisle

Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

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.]*

None.

30. Council Member Closing Statements.

Kathryn Pantalion-Parker - wished everyone happy Thanksgiving.

Michael Herrera - wished everyone a happy holiday season.

David McDonald - wished everyone a happy Thanksgiving.

Na'Cole Thompson - wished everyone a happy Thanksgiving.

Chris Czernek - stated he was thankful to be here; and wished everyone a happy Thanksgiving.

Becki Ross - wished everyone a happy Thanksgiving; and commented on the upcoming Old Town Christmas Festival.

Christine DeLisle - stated tonight's dinner came from Cheba Hut; reminded everyone to shop locally; commented on upcoming events; thanked staff for all they do; and wished everyone a happy Thanksgiving.

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.

Convened into Executive Session at 8:19 p.m.; reconvened into open session at 8:39 p.m.

1. No action.

2. Motion: Approve the acquisition of properties located in the Elijah D. Harmon Survey, Abstract No. 6 for water line easement and temporary construction easement relating to the RM 2243 Water Main Project as discussed in executive session.

By: Mayor Pro Tem Thompson
Seconded: Councilmember Ross

Vote: 7 - 0

3. No action.

32. Adjournment
Adjourned at 8:39 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Ratify the City Manager's appointment of Edwin Revell as Assistant City Manager.

BACKGROUND:

The City Manager has selected a final candidate, Edwin Revell, for the position of Assistant City Manager and brings forward the candidate for the City Council's approval. The Home Rule Charter, Section 7.04, Department Directors requires City Council action for final approval of appointment.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City Council ratify the appointment of Edwin Revell as Assistant City Manager.

PRESENTER:

Todd Parton, City Manager

Fiscal Impact

Attachments:

1. Edwin Revell Bio

Edwin's Professional Bio

Edwin Revell has dedicated over 34 years to public service in the fields of engineering and planning. He most recently served as the Executive Director of Development Services for the City of Killeen, Texas where he oversaw the Divisions of Engineering Services, Planning Services, Downtown Revitalization, Code Enforcement and Building Inspections Services. Prior to Killeen, Edwin served as the Director of Department of Planning, Engineering and Permits for the City of Birmingham, Alabama where he oversaw the Division of One Permitting and Regulatory Services, Division of Planning, Urban Design and Watershed Management, Departmental Services Performance Management Team, and Departmental Systems Support Team.

Over the course of his career, Edwin has served in the positions of Civil Engineer, Flood Plain Administrator, Stormwater Administrator, and Deputy Director. Now, with over 12 years of executive director level and leadership experience, Edwin continues to be guided by his personal mission of providing leadership service from a God-inspired heart while meaningfully contributing to the development, betterment, and fulfillment of his team and community by being a positive example and supportive resource.

Some of Edwin's recent accomplishments include being a 2023 Leadership Killeen Graduate and a 2024 Leadership Central Texas Graduate. Edwin is married to Antonia Martinez Revell and is the father of Charity, Edwin Jr., Vania, and Zephaniah (deceased) and has 7 lovely grandchildren.



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Approval of joining the Texas Attorney General's opioid settlement with Kroger; and authorize the City Manager to execute Settlement Participation Form and any and all necessary documents.

BACKGROUND:

The proposed Settlement requires Kroger to pay \$83 million (the “Settlement Amount”) to Texas and its political subdivisions. Of the Settlement Amount, the vast majority is earmarked for use by Texas and its subdivisions to remediate and abate the impacts of the opioid crisis. The Settlement also contains injunctive relief provisions governing the opioid marketing as well as the sale and dispensing practices at the heart of the opioid claims in the lawsuits. Leander is estimated to receive in the direct payment from the settlement \$6,676.05.

In April 2023, Leander participated in the settlement of Walgreens, Walmart, Allergan and CVS; to date the City has received \$33,239.68. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis including, but not limited to, drug take-back disposal and destruction programs; public education relating to drug disposal, public education relating to emergency responses to overdoses and engaging non-profits and faith-based communities as systems to support prevention.

The subdivisions within Texas are entitled to decide whether they wish to participate in the settlement. Any subdivision that does not participate cannot directly share in any of the settlement funds.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. Kroger Subdivision Participation Form 10.30.24

Exhibit A

TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision:	Texas
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Kroger Texas Settlement Agreement and Full Release of All Claims dated October 30, 2024 (“Kroger Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Kroger Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Kroger Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Kroger’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Kroger Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Kroger Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Kroger Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Kroger Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Kroger Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Kroger Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Kroger Texas Settlement.
10. In connection with the releases provided for in the Kroger Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Kroger in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature: _____
Name: _____
Title: _____
Date: _____



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Approval of an Ordinance amending Code of Ordinances, Article 1.12 Golf Course providing for clarification in hours of operation, general rules associated with alcoholic beverages, attire, guest conduct, facility use, municipal and privately owned golf carts; providing for severability, an open meeting clause, an effective date; and providing for related matters.

BACKGROUND:

The current golf course ordinance is outdated, lacks clarity and is insufficient for use as a governing document for municipal golf course operations. In some cases, the information provided is outside widely accepted business practices and in other cases, allows for unacceptable levels of risk to the City of Leander.

The proposed revisions will clarify items such as hours of operation, general rules associated with alcoholic beverages, attire, guest conduct, trespassing on municipal property, facility use and the like. Additional guidance is provided for rules applicable to the playing areas and the use of municipal or privately owned golf carts on municipal golf course property.

The proposed revisions are intended to update the document to mitigate potential liability, improve the customer experience and allow for more efficient golf course operations.

HISTORY/TIMELINE:

03.19.1990 - Approval of Ordinance 90-005-00; prescribed rules and regulations of golf course and improvements
09.08.1992 - Approval of Ordinance 91-046-00, repealed 90-005-00 and prescribed rules and regulations, and improvements
06.20.2002 - Approval of Ordinance 02-015-00, repealed 91-046-00 and prescribed rules and regulations; and improvements
09.28.2006 - Approval of Ordinance 02-015-02 amended 02-015-00 and prescribed rules and regulations; and improvements
09.02.2021 - Approval of Ordinance 21-073-00 updated User Fees Policy amending language to reference User Fees Policy
10.21.2021 - Approval of Ordinance 21-094-00 updated green fees, membership dues and associated rate plans
09.15.2022 - Approval of Ordinance 22-089-00 amended User Fees Policy and provided for City elected officials to receive the same discounts as City employees
01.04.2024 - Approval of Ordinance 24-001-00 amended User Fees Policy to add and modify rates to align with market rates, new rates for golf sponsor and non-golf sponsor events

APPLICANT/AGENT:

RECOMMENDATION:

Recommend approval of Ordinance.

PRESENTER:

Larry Werner, PGM, General Manager, Crystal Falls Golf Club.

Fiscal Impact

Attachments:

1. Redline Article 1.12 Golf Course
2. Ordinance with Exhibit 12.05.2024

ARTICLE 1.12

MUNICIPAL GOLF COURSE

§ 1.12.001 **Penalty.**

Any person who shall violate any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed that as provided by state statute. Each violation shall be treated as a separate offense.

~~(2003 Code, sec. 1.606)~~

§ 1.12.002 **Fees.**

(a) Fees shall be detailed in the fee schedule found in appendix A of this code.

~~(b) Each member of the Leander junior high golf team and high school golf team shall pay [the fee] provided for in the fee schedule in appendix A of this code. This fee shall entitle the team members to play golf while practicing with the golf team. All such play shall be at the discretion of the golf professional or the golf course superintendent based upon availability or any other extenuating circumstances.~~

~~(2003 Code, sec. 1.605)~~ (2003 Code, sec. 1.605)

§ 1.12.003 **Hours of operation.**

The municipal golf course, driving range and practice facility shall be open from ~~7:00 a.m.~~ 7:30 a.m. to ~~dusk~~ 4:30 p.m., seven (7) days per week with the following conditions and exceptions. The last available tee time will be one (1) hour prior to closing. Range balls may be purchased until one (1) hour prior to closing. The driving range and practice area will be closed on Tuesdays, two (2) hours prior to closing until 11:00 a.m. on Wednesdays for weekly maintenance. The driving range shall be open from 7:00 a.m. until one hour prior to sunset seven (7) days a week. The snack bar shall be open as posted. These hours may be adjusted due to seasonal daylight availability, weather conditions, official holidays or other special conditions circumstances as deemed necessary by the city General mManager or his/her designated representative ~~their designee~~. The restaurant shall be open as posted.

~~(2003 Code, sec. 1.601)~~

§ 1.12.004 **General rules.**

The following rules shall be followed by all persons who enter the municipal golf course property:

- (1) All ~~golfers and their~~ guests must sign check in at the ~~pro-golf~~ shop prior to playing;
- (2) No person under the age of twenty-one (21) shall purchase, consume or have in their possession an alcoholic beverage;
- (3) Alcoholic beverages, glass containers, coolers or similar items may not be brought onto the municipal golf course property, unless specifically authorized in the case of a golf tournament or other special event approved by the General Manager;
- (4) Any person who damages or destroys property of the municipal golf course shall be required to pay the costs of repair and/or replacement thereof;
- (5) Any person engaged in or part of any conduct considered disorderly will be subject to suspension or expulsion from the municipal golf course. Such expulsions shall be at the direction of the municipal golf course operations General Mmanager or his/her designated representative ~~their designee~~ under the

supervision of the Director of Parks and Recreation ~~city manager~~. Any such action can be appealed to the City Manager within five (5) business days of such action being taken;

- (6) Parents are charged with the responsibility of acquainting their children with these ground rules of the course and for the behavior of their children while on the municipal golf course;
- (7) Children under the age of twelve (12) may not play golf unless they are supervised by an adult or other person approved by the ~~pro-shop staff~~ General Manager or his/her ~~their~~ designated representative;
- (8) With the exception of registered service animals, as authorized by federal, state and/or local law or ordinance, Pets shall not be allowed on the municipal golf course property;
- (9) Proper golf attire must be worn at all times; this shall include collared or mock turtleneck shirts, flat front, pleated or Bermuda style shorts, skirts, skorts, slacks or denim pants in good repair. Cut-off shorts of any kind, t-shirts, tank top shirts, gym shorts, sweatpants, bathing suits and any attire with offensive logo material or text and shoes. High heels, cowboy boots or metal spiked shoes shall not be allowed on the golf course proper at any time; cut-off jeans and offensive logo t-shirts shall not be allowed. Golf shoes or athletic shoes may be worn on playing surfaces. Metal spiked shoes are not allowed on municipal golf course property. Soft spike golf shoes must be worn on the golf course; Protective garments such as sun sleeves, legwear, face coverings, headwear and appropriate cold weather or rain gear may be worn as needed;

Casual attire, to and include footwear, is acceptable for spectators and restaurant guests.

- ~~(10) No swimming suits shall be allowed to be worn while on the municipal golf course property;~~
- ~~(11) Children under the age of eighteen (18) shall not be allowed to use the snack bar, back porch, or pro shop as a lounge~~
- ~~(1012) Persons who are hosting an authorized engaged in tournament play or special event may not bring outside food or beverages onto the golf course which is prepared by someone other than the golf course snack bar without meeting the terms and conditions of a golf course tournament or special event agreement approved by the General Manager; the payment of a fee negotiated and approved by the city manager;~~
- ~~(1113) With the exception of clearly marked and authorized parking areas, roadways and driveways, Motorized vehicles (i.e., trucks, cars, motorcycles, etc.) shall not be allowed on the golf course property without the prior consent of the golf course superintendent General Manager or his/her designated representative their designee;~~
- ~~(14) Bicycles shall not be allowed on the golf course property;~~
- ~~(1215) Except as related to authorized golf or special event activities, walking, jogging and/or general exercise, bicycling, dog walking, or other similar activities shall not be allowed on the municipal golf course property;~~
- ~~(1316) Persons on the municipal golf course property not playing golf, after course hours of operation hours, or without the permission of the municipal golf course staff shall be guilty of trespassing; and~~
- ~~(1417) Swimming, fishing, boating, camping, in the lakes or hunting on the municipal golf course property shall be prohibited.~~

(2003 Code, sec. 1.602)

§ 1.12.005 **Rules applicable on playing area.**

The following rules shall apply to the municipal golf course playing area:

- (1) Tee times may be reserved up to ~~seventy-two (72) hours~~ seven (7) days in advance by the general public and ten (10) days in advance by members and City of Leander residents; ~~in advance~~;
- (2) ~~A maximum of four (4) players per start time is allowed~~; ~~In order to accommodate the maximum number of players, guests are not permitted to play more than a four ball match unless specifically authorized by the pro golf shop staff. During heavy play, Single players and twosomes will may be paired with other individuals or groups to constitute four (4) person groups to maximize play. single players or other twosomes to accommodate maximum play~~;
- (3) Guests ~~should~~ will maintain ~~their~~ the proper pace and position on the golf course as determined by the General Manager or his/her/their designated representative. Guests falling behind shall ~~be given one (1) verbal warning and may~~ be required to skip a hole to regain position or allow the group behind them to play through ~~when it is convenient~~. Guests who fail to regain proper pace or position may be asked to leave the property at the discretion of the General Manager or his/her/their designated representative. Single players have no standing on the municipal golf course;
- (4) Guests shall not practice pitch, chip, or lob shots on or around the practice putting green ~~;~~;
- (5) A ball shall never be played from any putting green with any club, or in any manner, that will cause damage to the green. The ball must be lifted and dropped to one side of the green in accordance with United States Golf Association (USGA) Rules, without penalty ~~;~~;
- (6) Golf Bags shall not be placed on the greens ~~;~~;
- (7) Searching for a lost ball shall be limited to ~~five (5)~~ three (3) minutes ~~;~~;
- (8) Searching for, retrieving, using or removing any golf balls other than those belonging to you or someone in your immediate group shall be prohibited ~~;~~;
- (9) All trash must be placed in trash receptacles provided on the municipal golf course ~~;~~;
- (10) Every player on the course must have a set of golf clubs.
- (11) Providing golf instruction of any kind is not allowed without the expressed written consent of the municipal golf course General Manager.

~~(2003 Code, sec. 1.603)~~

§ 1.12.006 **Cart use rules.**

The following rules shall apply to all golf carts on the municipal golf course:

- (1) Guests renting golf carts must sign a rental agreement prior to the use of a cart. The person signing the agreement ~~contract~~ shall be responsible for any damage incurred during the rental period. Golf carts must be returned to the cart return area immediately following the completion of a paid round;
- (2) Carts shall not be rented to any person under the age of ~~sixteen (16)~~ eighteen (18), and carts shall not be rented to anyone who is not in the possession of a valid driver's license ~~;~~. In addition, persons under the age of eighteen (18) shall not be allowed to drive a golf cart on municipal golf course property at any time;
- (3) ~~The ninety degree rule shall be effective at all times except when wet weather conditions exist.~~ All carts

shall ~~be required to~~ remain on the concrete cart paths at all times unless otherwise stipulated by golf shop staff. Carts shall not be driven on or through the rough at any time;

- (4) When approaching from the fairway, cCarts must remain on the concrete cart paths around tees and greens at all times or at least thirty (30) yards from the putting surface ~~when approaching from the fairway~~. Accommodations will be made to meet ADA requirements when requested;

;

- (5) There shall not be more than two (2) persons in any golf cart at one time;

- (6) All riders of golf carts must remain seated at all times;

- ~~(7) Persons under the age of sixteen (16) shall not be allowed to drive the golf cart at any time;~~

- ~~(78) Privately owned golf -carts are subject to inspection and approval by the General Manager or his/her~~their designated representative prior to being ~~shall be~~ allowed on the municipal golf course property. Once approved, privately owned golf carts may be used after a waiver has been signed by the operator and after the payment of a the applicable trail fees as stated in aAppendix A. Such carts shall follow all other rules for golf carts-; and

- ~~(8) Any person riding in a golf cart as a spectator is subject to a spectator fee as found on the fee schedule in aAppendix A~~;

~~(2003 Code, sec. 1.604)~~

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING CITY OF LEANDER CODE OF ORDINANCES, ARTICLE 1.12 GOLF COURSE; PROVIDING FOR SEVERABILITY, AN OPEN MEETING CLAUSE, AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, it is necessary to establish policies and procedures for use of City property and facilities; and

WHEREAS, it is appropriate for the costs and expenses for providing services to be funded by user fees collected from persons and entities receiving the benefit of such services as provided in the User Fees Policy;

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. Amendment of Article 1.12 of the City Code – Golf Course. Article 1.12 of the City of Leander Code of Ordinances (the “Code”) is hereby amended in its entirety to read as follows in Exhibit “A”.

SECTION 3. Amendment of Conflicting Ordinances. The above-referenced sections of the Code are hereby amended as provided in this Ordinance. All parts of Ordinances in conflict herewith are hereby amended to the extent of such conflict only. To the extent of a conflict between this Ordinance and another Ordinance of the City, this Ordinance shall control.

SECTION 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 the golf course 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 be in full force and effect on the date of adoption.

SECTION 6. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any section, paragraph, sentence, clause or phrase of this Ordinance should be declared invalid by the

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

SECTION 7. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED AND APPROVED on this 5 day of December 2024.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

EXHIBIT “A”

ARTICLE 1.12 MUNICIPAL GOLF COURSE

§ 1.12.001 **Penalty.**

Any person who shall violate any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed that as provided by state statute. Each violation shall be treated as a separate offense.

§ 1.12.002 **Fees.**

(a) Fees shall be detailed in the fee schedule found in appendix A of this code.

§ 1.12.003 **Hours of operation.**

The municipal golf course, driving range and practice facility shall be open from 7:30 a.m. to 4:30 p.m., seven (7) days per week with the following conditions and exceptions. The last available tee time will be one (1) hour prior to closing. Range balls may be purchased until one (1) hour prior to closing. The driving range and practice area will be closed on Tuesdays, two (2) hours prior to closing until 11:00 a.m. on Wednesdays for weekly maintenance. These hours may be adjusted due to seasonal daylight availability, weather conditions, official holidays or other special circumstances as deemed necessary by the General Manager or their designee. The restaurant shall be open as posted.

§ 1.12.004 **General rules.**

The following rules shall be followed by all persons who enter the municipal golf course property:

- (1) All golfers and their guests must check in at the golf shop prior to playing;
- (2) No person under the age of twenty-one (21) shall purchase, consume or have in their possession an alcoholic beverage;
- (3) Alcoholic beverages, glass containers, coolers or similar items may not be brought onto the municipal golf course property, unless specifically authorized in the case of a golf tournament or other special event approved by the General Manager;
- (4) Any person who damages or destroys property of the municipal golf course shall be required to pay the costs of repair and/or replacement thereof;
- (5) Any person engaged in or part of any conduct considered disorderly will be subject to suspension or expulsion from the municipal golf course. Such expulsions shall be at the direction of the municipal golf course General Manager or their designee under the supervision of the Director of Parks and Recreation . Any such action can be appealed to the City Manager within five (5) business days of such action being taken;
- (6) Parents are charged with the responsibility of acquainting their children with these rules and for the behavior of their children while on the municipal golf course;
- (7) Children under the age of twelve (12) may not play golf unless they are supervised by an adult or other person approved by the General Manager or their designated representative;
- (8) With the exception of registered service animals, as authorized by federal, state and/or local law or ordinance, pets shall not be allowed on the municipal golf course property;

- (9) Proper golf attire must be worn at all times; this shall include collared or mock turtleneck shirts, flat front, pleated or Bermuda style shorts, skirts, skorts, slacks or denim pants in good repair. Cut-off shorts of any kind, t-shirts, tank top shirts, gym shorts, sweatpants, bathing suits and any attire with offensive logo material or text shall not be allowed. Golf shoes or athletic shoes may be worn on playing surfaces. Metal spiked shoes are not allowed on municipal golf course property. Protective garments such as sun sleeves, legwear, face coverings, headwear and appropriate cold weather or rain gear may be worn as needed;

Casual attire and footwear is acceptable for spectators and restaurant guests.

- (10) Persons who are hosting an authorized tournament or special event may not bring outside food or beverages without meeting the terms and conditions of a golf course tournament or special event agreement approved by the General Manager;
- (11) With the exception of clearly marked and authorized parking areas, roadways and driveways, motorized vehicles (i.e., trucks, cars, motorcycles, etc.) shall not be allowed on golf course property without the prior consent of the golf course General Manager or their designee;
- (12) Except as related to authorized golf or special event activities, walking, jogging and/or general exercise, bicycling, dog walking, or other similar activities shall not be allowed on municipal golf course property;
- (13) Persons on the municipal golf course property not playing golf, after course hours of operation, or without the permission of municipal golf course staff shall be guilty of trespassing; and
- (14) Swimming, fishing, boating, camping, or hunting on municipal golf course property shall be prohibited.

§ 1.12.005 Rules applicable on playing area.

The following rules shall apply to the municipal golf course playing area:

- (1) Tee times may be reserved up to seven (7) days in advance by the general public and ten (10) days in advance by members and City of Leander residents.
- (2) A maximum of four (4) players per start time is allowed, unless specifically authorized by golf shop staff. Single players and twosomes may be paired with other individuals or groups to constitute four (4) person groups to maximize play.
- (3) Guests will maintain the proper pace and position on the golf course as determined by the General Manager or their designated representative. Guests falling behind shall be given one (1) verbal warning and may be required to skip a hole to regain position or allow the group behind them to play through. Guests who fail to regain proper pace or position may be asked to leave the property at the discretion of the General Manager or their designated representative.
- (4) Guests shall not practice pitch, chip, or lob shots on or around the practice putting green.
- (5) A ball shall never be played from any putting green with any club, or in any manner, that will cause damage to the green. The ball must be lifted and dropped to one side of the green in accordance with United States Golf Association (USGA) Rules, without penalty.
- (6) Golf bags shall not be placed on the greens.
- (7) Searching for a lost ball shall be limited to three (3) minutes.
- (8) Searching for, retrieving, using or removing any golf balls other than those belonging to you or someone in your immediate group shall be prohibited.

- (9) All trash must be placed in trash receptacles provided on the municipal golf course.
- (10) Every player on the course must have a set of golf clubs.
- (11) Providing golf instruction of any kind is not allowed without the expressed written consent of the municipal golf course General Manager.

§ 1.12.006 Cart use rules.

The following rules shall apply to all golf carts on the municipal golf course:

- (1) Guests renting golf carts must sign a rental agreement prior to the use of a cart. The person signing the agreement shall be responsible for any damage incurred during the rental period. Golf carts must be returned to the cart return area immediately following the completion of a paid round;
- (2) Carts shall not be rented to any person under the age of eighteen (18), and carts shall not be rented to anyone who is not in the possession of a valid driver's license. Persons under the age of eighteen (18) shall not be allowed to drive a golf cart on municipal golf course property at any time;
- (3) All carts shall remain on the concrete cart paths at all times unless otherwise stipulated by golf shop staff. Carts shall not be driven on or through the rough at any time;
- (4) When approaching from the fairway, carts must remain on the concrete cart paths around tees and greens or at least thirty (30) yards from the putting surface. Accommodations will be made to meet ADA requirements when requested;
- (5) There shall not be more than two (2) persons in any golf cart at one time;
- (6) All riders of golf carts must remain seated at all times;
- (7) Privately owned golf carts are subject to inspection and approval by the General Manager or their designated representative prior to being allowed on the municipal golf course property. Once approved, privately owned golf carts may be used after a waiver has been signed by the operator and after the payment of the applicable trail fees as stated in Appendix A. Such carts shall follow all other rules for golf carts; and
- (8) Any person riding in a golf cart as a spectator is subject to a spectator fee as found on the fee schedule in Appendix A.



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Approval of a professional services agreement with Public Sector Personnel Consultants (PSPC) for the City's Fiscal Year 2026 job classification and compensation study in the amount of \$55,000.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

PSPC specializes in position classification and compensation studies for the public sector using a customized approach tailored to meet the changing and growing demands of public employers. The City is interested in securing such services to better administer its hiring and workforce compensation policies.

PSPC recently completed projects in Texas include the Cities of Schertz, Live Oak, Boerne, Taylor, Pflugerville, Forney, Ennis, Dallas, Irving, Lewisville, Frisco, Mansfield, University Park, Highland Park, Addison, Fort Worth, Allen, and McKinney.

HISTORY/TIMELINE:

06/21/2018 - Austin Peters Group performed a study and presented results to the City Council
09/01/2022 - Paypoint HR performed a study and presented results to the City Council

APPLICANT/AGENT:

RECOMMENDATION:

Staff respectfully recommends City Council approval.

PRESENTER:

Christy Davis, Executive Director of Administrative Services

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$55,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	Operating

Attachments:

1. PSPC Professional Service Agreement
2. Exhibit A Proposal - Public Sector Personnel Consultants

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") for a Job Classification and Compensation Study is entered into this _____ day of _____, 2024 ("Effective Date"), by and between the **City of Leander** ("City") a home-rule municipality with offices at 105 N. Brushy Street, Leander, Texas 78641 and **Public Sector Personnel Consultants** ("PSPC"), an Arizona corporation with offices at 2824 N. Power Road #113-486, Mesa, Arizona 85215.

PSPC specializes in position classification and compensation studies for the public sector using a customized approach tailored to meet the changing and growing demands of public employers. The City is interested in securing such services to better administer its hiring and workforce compensation policies.

City and PSPC agree and acknowledge that City is entering into this Agreement in reliance on PSPC's special and unique abilities. PSPC accepts the relationship of trust and confidence established between it and City by this Agreement. PSPC acknowledges that PSPC shall be solely responsible for determining the methods for performing the services described in Exhibit A. PSPC covenants with City to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement in compliance with applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

For and in consideration of the mutual terms, conditions and covenants of this Agreement and the accompanying documents between City and PSPC as set forth therein, the City and PSPC agree to the following terms and conditions of Agreement:

I. Project.

- a. The City agrees to employ PSPC to perform the professional services for the purpose of conducting a job classification and compensation study ("Study") as described in greater detail in PSPC's quote proposal provided to the City in September 2024 and any attachments thereto attached to this Agreement as Exhibit A and incorporated by reference herein. Should any term or condition in Exhibit A conflict with any term or condition in this Agreement, the term and conditions in this Agreement shall control.
- b. The major components of the study include pay and benefits survey and use of the surveys to develop a compensation plan.
- c. City agrees to provide PSPC policy direction on the key components of the salary plan development process listed in C.1. in PSPC's Quote.
- d. This Agreement shall remain in effect until September 30, 2025.
- e. All reports, plans, specifications, computer files and other documents prepared by PSPC for which PSPC has been compensated pursuant to this Agreement shall be the property of City. PSPC will deliver to City copies of the prepared documents and materials. PSPC shall make all documents and related data and material utilized in developing the documents available to City for inspection whenever requested.
- f. In performing the services under this Agreement, PSPC is acting as an independent contractor. No term or provision herein will be construed as making PSPC the agent, servant, or employee of the City or as creating a partnership or joint venture relationship between the City and PSPC.
- g. The cost of the Project will not exceed \$55,000.00 and shall be paid by the City on a monthly basis through invoices submitted by PSPC.

- h. Any additional professional services or other expenses must be approved by the City and those amounts amended to this Agreement.

II. Other Provisions.

- a. **TERMINATION.** This Agreement may be terminated by the City upon thirty (30) days written notice to PSPC in the event that the Project is abandoned or indefinitely postponed in which event, PSPC shall be compensated for all services performed to termination date. Copies of all completed or partially completed reports prepared under this Agreement prior to the effective date of termination shall be delivered to City as a pre-condition to final payment.

INDEMNIFICATION. PSPC hereby expressly agrees to indemnify, protect and hold harmless the City, its officials and employees and its agents and agents' employees, from and against all claims, suits, demands, costs, causes of action, loss, damage and liability of every kind and nature, including reasonable attorney's fees, costs and expenses of any kind whatsoever, to the extent that is caused by or results from any act of negligence, intentional tort, error or omission of PSPC or any of its employees or representatives or another entity over which PSPC exercises control; provided, however, PSPC shall not be responsible for the negligence of any other party.

- b. **NOTICES.** Any notices under this Agreement will be effective if transmitted to a Party in writing by courier services or U.S. Postal Service, postage prepaid, certified, return receipt requested, to the address of the Party indicated below (or as amended in writing in the future).

City of Leander

City of Leander
Attn: City Manager
105 N. Brushy St.
Leander, TX 78653

With a copy to :

The Knight Law Firm, LLP
Attn: Paige Saenz
223 E. Anderson Lane, Suite A-105
Austin, TX 78752

Public Sector Professional Consultants

Matthew Weatherly
President
2824 N. Power Road #113-486
Mesa, AZ 85215

With a copy to:

- c. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the City and PSPC and their respective successors, executors, administrators, and assigns. Neither the City nor PSPC may assign, sublet, or transfer his interest in or obligations under this Agreement without prior written consent of the other party hereto.
- d. **COMPLIANCE WITH LAWS.** PSPC shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.
- e. **ENTIRETY OF THE AGREEMENT.** This Agreement and exhibits represents the entire and integrated Agreement between the City and PSPC and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and PSPC.

- f. **THIRD-PARTY BENEFICIARIES.** Nothing in this Agreement, express or implied, is intended to confer any rights, benefits, or remedies under or by reason of this agreement upon person or entity, other than the City and PSPC.
- g. **VENUE.** The laws of the State of Texas govern the interpretation, validity, and enforcement of this Agreement and venue is proper in Williamson County.
- h. **ENTITY STATUS.** PSPC representative indicated by the signature below certifies that PSPC is a foreign corporation duly authorized to transact and do business in the State of Texas, and the individual executing this agreement on behalf of PSPC is vested with the authority to bind PSPC to this Agreement.
- i. **STATUTORY VERIFICATIONS.**
 - i. To the extent the Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, PSPC represents that neither PSPC nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of PSPC is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
 - ii. Form 1295. Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission available at (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to PSPC hereunder, PSPC shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.
- j. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF LEANDER, TEXAS
a Texas municipal corporation

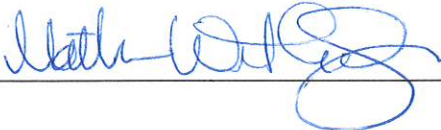
By: _____
Todd Parton, City Manager

Attest:

By: _____
Dara Crabtree City Secretary

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

PUBLIC SECTOR PERSONNEL CONSULTANTS, INC:
an Arizona Corporation

By:  _____

Name: _____ Matthew Weatherley _____

Title: _____ President _____

EXHIBIT A
(See Attached)

EXHIBIT "A"

QUOTE TO CONDUCT A COMPENSATION STUDY

FOR THE

CITY OF LEANDER

SEPTEMBER 2024

PREPARED BY

Matthew Weatherly, President
(888) 522-7772 / matt@pspc.us





**PUBLIC
SECTOR**
PERSONNEL
CONSULTANTS

September 30, 2024

Ms. Shari Binford
Human Resources Business Partner
City of Leander
105 N. Brushy Street
Leander, Texas 78641

Dear Ms. Binford,

Pursuant to your request, we are pleased to provide you with a quote and qualifications to assist the City with a compensation study project. We specialize in these services and have implemented classification and compensation plans for more than 1,400 public employers nationwide, including more than 450 municipal employers and more than 100 Texas public employers.

Current and recently completed projects in Texas include the Cities of Schertz, Live Oak, Boerne, Taylor, Pflugerville, Forney, Ennis, Dallas, Irving, Lewisville, Frisco, Mansfield, University Park, Highland Park, Addison, Fort Worth, Allen, McKinney, and several others.

We believe our firm is uniquely qualified for this study. We will utilize only full-time, certified Human Resources professionals for the study, with combined greater than 100 years of experience in the fields of human resources, compensation, and labor relations.

Our proposed approach will be customized to meet the City's needs. We are confident that our extensive public employers classification and compensation experience, knowledge of public employers in Texas, large specialized and highly qualified full-time staff, proven methods, unique **EZ COMP™** application to ensure your self-sufficiency, and one year of implementation support and assistance at no cost, will achieve all of the City's objectives for an important project of this nature.

Thank you for your interest in our firm's services. If we can provide any additional information please contact me at any time.

Sincerely,

Matthew Weatherly, President
(888) 522-7772
matt@pspc.us

Page 1

Regional Offices in Austin and Dallas
National Office Mesa, Arizona
888.522.7772 • www.pspc.us

HISTORY AND FACTS ABOUT OUR FIRM

- **HISTORY OF OUR FIRM**

Public Sector Personnel Consultants (PSPC) originated in 1972 with the Public Sector Group of the international human resources consulting firm of Hay Associates. PSPC was established as an independent firm in 1982. We are a single-owner, debt-free subchapter-S corporation.

- **REGIONAL STAFF**

We have regional offices or affiliates in Dallas, TX, Austin, TX, Los Angeles, CA, Denver, CO, St. Paul, MN, and Phoenix, AZ.

- **SPECIALIZED IN COMPENSATION SERVICES**

We are “super-specialists” in compensation, providing services in job analysis, position classification, job content evaluation, compensation, and directly related services. **Over 98% of our classification and compensation studies have been successfully implemented by our clients.**

- **SPECIALIZED IN PUBLIC SECTOR CLIENTS**

We provide services exclusively to public sector employers including municipalities, counties, utility districts, library districts, special districts, state governments, housing and redevelopment agencies, airport authorities, school districts, higher education, and tribal governments.

- **SPECIALIZED COMPENSATION STAFF**

Our staff is comprised of eight (8) full-time and an additional five (5) part-time senior human resources professionals with very extensive experience as compensation managers and consultants for public employers. Our staff has more than 100 years of combined experience working for and consulting to public sector employers.

- **OVER 1,400 PUBLIC EMPLOYERS SERVED**

Our staff members have provided compensation, human resources, training and related consulting services to more than 1,400 public and 200 private employers throughout the U.S.

- **AMERICAN COMPENSATION ASSOCIATION PARTICIPATION (ACA) (NOW WORLDATWORK)**

Our consultants are active members of ACA, including serving as instructors for the ACA certification courses.

- **SPECIALIZED COMPENSATION AND RELATED RESOURCES**

We utilize our **EZ COMP™** salary survey and plan program, modified **FES** point-factor job evaluation system, and **SNAP™** staffing needs analysis program.

- **FIRST YEAR IMPLEMENTATION WARRANTY**

We provide our clients with extensive implementation support during the first year, and we will analyze, evaluate, classify, and provide a salary range recommendation for any new or changed position or entire job class, at no additional cost.

PUBLIC SECTOR PERSONNEL CONSULTANTS

RECENT TEXAS EMPLOYERS SERVED BY MEMBERS OF OUR STAFF

Allen, City of *	Grand Prairie, City of *	Pflugerville, City of *
Azle, City of *	Grapevine, City of *	Plano, City of
Bastrop, City of	Highland Park, Town of *	Sugar Land, City of
Bedford, City of	Humble, City of *	Tomball, City of *
Cedar Park, City of	Irving, City of *	Trophy Club, Town of
Copperas Cove, City of *	Kerrville, City of *	Tyler, City of
Dallas, City of	Killeen, City of *	University Park, City of
El Paso County	Lewisville, City of	Victoria, City of *
Ennis, City of	Live Oak, City of *	Waco, City of *
Fort Worth, City of	Longview, City of *	Washington County
Frisco, City of *	Nacogdoches, City of	Weatherford, City of
Glenn Heights, City of	Pearland, City of *	Woodlands Township *

Other Active Projects in Last 2 Years

Apache Junction, City of, AZ	Housing Authority San Bernardino, CA	Pinetop-Lakeside, Town of, AZ
Banning, City of, CA	Huntington Beach, City of, CA	Rancho Palos Verdes, City of, CA
Casa Grande, City of, AZ	Killeen, City of, TX	Salinas, City of, CA
El Paso County, CO	Lawndale, City of, CA	Sarasota Manatee Airport Authority, FL
El Paso County, TX	Lincoln County, WY	Sedona, City of, AZ
Escondido, City of, CA	Lincoln Housing Authority, NE	Sierra County, NM
Fargo Public Schools, ND	Los Angeles County, CA	Soldotna, City of, AK
Forney, City of, TX	Manitou Springs, City of, CO	St. Johns, City of, AZ
Fountain Valley, City of, CA	Montebello, City of, CA	Taylor, City of, TX
Gillespie County, TX	Mount Vernon, City of, WA	Texarkana, City of, TX
Grand Forks County, ND	Norco, City of, CA	Trophy Club MUD No. 1, TX
Great Falls, City of, MT	Palestine, City of, TX	Truth or Consequences, NM
Greater Harris 911, TX	Paradise Valley, Town of, AZ	Vancouver, City of, WA
Hidden Hills, City of, CA	Pflugerville, City of, TX	Whidbey Island Conservation, WA

PUBLIC SECTOR PERSONNEL CONSULTANTS

MATTHEW E. WEATHERLY, PRESIDENT

Mr. Weatherly has over 20 years of experience as a human resources management professional and consultant, specializing in position classification, compensation, recruitment and selection. He has served as a Human Resources Manager with Employee Solutions, Inc. and Staffing Consultant with Initial Staffing Services.

He has completed projects in staff development, recruitment, selection, job descriptions, salary survey, and salary plan development. Among his current and recently completed consulting projects are those for:

<i>Addison, Town of, TX</i>	<i>Flower Mound, City of, TX</i>	<i>Grapevine, City of, TX</i>
<i>Allen, City of, TX</i>	<i>Fort Worth, City of, TX</i>	<i>Irving, City of, TX</i>
<i>Cedar Park, City of, TX</i>	<i>Galveston, City of, TX</i>	<i>Killeen, City of, TX</i>
<i>Denton, City of, TX</i>	<i>Grand Prairie, City of, TX</i>	<i>Rockwall, City of, TX</i>

Mr. Weatherly holds a BS degree in Human Resources Management from Arizona State University. He has been a featured speaker at TMHRA and regional City Manager and HR Regional meetings in Texas.

ELIZABETH J. LOCURTO, CCP, VICE PRESIDENT

Ms. LoCurto has over 30 years of experience as a compensation manager and consultant for public and private employers, specializing in job analysis, salary surveys, and salary plan development. She has served as Compensation Research Associate for Hayes/Hill, Inc., Senior Compensation Analyst for AON Corporation, Compensation Manager for Loyola University, and Project Manager for the American Compensation Association.

She has conducted projects in job audits, job descriptions, salary surveys, compensation database management, compensation plan development, compensation training course development, and compensation trend research. Among her consulting projects are:

<i>Apache County, AZ</i>	<i>Huntington Beach, City of, CA</i>	<i>Sacramento, City of, CA</i>
<i>Austin Community College, TX</i>	<i>Los Alamos County, NM</i>	<i>State Bar of Texas</i>
<i>CA Family Health Council</i>	<i>Norman, City of, OK</i>	<i>Texas Office of Attorney General</i>
<i>El Paso, City of, TX</i>	<i>OKC Zoological Park</i>	<i>Vancouver, City of, WA</i>

Ms. Talamonti holds a BS degree in Business Administration from Arizona State University. She holds the Certified Compensation Professional (CCP) designation from the American Compensation Association.

KATHERINE TILZER, SPHR

Ms. Tilzer has more than 25 years of experience as a human resources manager and consultant, specializing in employee relations, compensation, and recruitment. She has served as Personnel Manager for Laboratory Corporation of America, Director of Human Resources for Plaza Healthcare, Inc., and Director of Human Resources for American Baptist Homes.

<i>Aleutian Housing Authority, AK</i>	<i>El Paso, City of, TX</i>	<i>Pueblo West Metro Dist, CO</i>
<i>Boone County, MO</i>	<i>Humble, City of, TX</i>	<i>Rowlett, City of, TX</i>
<i>Cochise College, AZ</i>	<i>Lake Tahoe College, CA</i>	<i>San Marcos, City of, TX</i>
<i>Colleyville, City of, TX</i>	<i>Pinal County, AZ</i>	<i>Tomball, City of, TX</i>

She holds a BS degree in Management from the University of Phoenix, and certification as Senior Professional in Human Resources from the Society for Human Resources Management.

PUBLIC SECTOR PERSONNEL CONSULTANTS

BOB LONGMIRE, PMP

Mr. Longmire has more than 10 years of project management experience and consulting for public employers, specializing in employee development, classification, and compensation. He has served as National Sales Director for Connexion Technologies and Brand Marketing Manager for Plink.

He has completed projects in job analysis, position classification, compensation surveys and plan development. Among his consulting projects are those for:

<i>Dallas, City of, TX</i>	<i>Greater Orlando Airport, FL</i>	<i>Northern AZ Council of Gov'ts</i>
<i>Escondido, City of, CA</i>	<i>Huntington Beach, City of, CA</i>	<i>Pitkin County, CO</i>
<i>Fort Worth, City of, TX</i>	<i>King County Library Systems, WA</i>	<i>Sacramento City School District, CA</i>
<i>Galveston, City of, TX</i>	<i>Monterey, City of, CA</i>	<i>Tacoma Metro Parks, WA</i>

Mr. Longmire holds a BS degree in Administration from Colorado Christian University and designation as Project Management Professional from the Project Management Institute.

SAMUEL HEINZ, MPA, PHR

Mr. Heinz has conducted projects in job analysis, position classification, job evaluation, compensation surveys, and compensation plan development. Among his recent client projects are those for:

<i>Addison, Town of, TX</i>	<i>DeSoto, City of, TX</i>	<i>Midland, City of, TX</i>
<i>Boerne, City of, TX</i>	<i>Galveston, City of, TX</i>	<i>Teton County, WY</i>
<i>Bismarck, City of, ND</i>	<i>Kerrville, City of, TX</i>	<i>The Colony, City of, TX</i>
<i>Cedar Park, City of, TX</i>	<i>Live Oak, City of, TX</i>	<i>Williston, City of, ND</i>

Mr. Heinz holds a MA degree in Public Administration from Texas Tech.

PUBLIC SECTOR PERSONNEL CONSULTANTS proposes to utilize only full-time members of our firm to complete all of the project tasks and objectives. In order to maintain complete control of the project tasks and deadlines, we will not utilize subcontractors for the completion of any projects.

SUMMARY OF SERVICES FOR THE CITY OF LEANDER

PUBLIC SECTOR PERSONNEL CONSULTANTS (PSPC) proposes the following program of consulting services and implementation support to conduct a classification and compensation study.

1. Occupational familiarization by review of City's current job descriptions and compensation plans
2. Organizational familiarization by review of City organization charts, budgets, and annual reports
3. Confirmation of City's competitive employment areas for compensation surveys, for City approval
4. Confirmation of City occupations to utilize as survey benchmark job classifications
5. Solicitation of comparator employers and agencies for participation in external compensation surveys
6. Extraction of data from public employer compensation plans, questionnaires, reliable published surveys
7. Consolidation of data from all sources and calculation of prevailing rates for benchmark jobs
8. Collection of benefits data for comparison to current offerings – health, pension, leave, add pays
9. Computation of extent City's compensation offerings vary from external prevailing rates and practices
10. Review of competitiveness analysis with Human Resources, City Officials and City's project designees
11. Construction of optional salary range structures for review and selection by City's project leaders
12. Assignment of job classes to salary ranges by internal equity and external competitiveness
13. Assistance with City Council identification of desired, affordable salary competitiveness policy
14. Fiscal impact estimates at various levels of external prevailing rates competitiveness policies
15. Review and critique of draft salary and implementation plans with Human Resources, project leaders
16. Optional or as-needed Council meetings and presentations to discuss findings and recommendations

PROJECT APPROACH AND METHODOLOGY

Following is our overall work plan and approach to achieving the City's objectives for the conduct of a classification and compensation study.

A. OBJECTIVES OF THE PROJECT

The recommended plans, programs, systems and administrative procedures will meet these ten most important criteria.

- Internally equitable
- Externally competitive
- Readily understood
- Easily updated & maintained
- Legally compliant & defensible
- Financially responsible
- Efficiently administered
- Inclusive of employee input
- Reflective of City's values
- Reflective of prevailing "best practices"

B. SCOPE OF THE PROJECT

The project could include: a management and employee communication plan; partnership with the City's Human Resources staff, City Manager, Council, and project designee(s); occupational, organizational, and operational familiarization; base pay and optional benefits compensation survey and competitiveness analysis; salary range recommendations; fiscal impact estimates and multiple implementation scenarios; updated compensation plan and one year of compensation plan implementation support for all included employees in all job classifications.

C. SURVEY AND COMPENSATION ANALYSIS

1. City Involvement in Compensation Plan Development

We will obtain policy direction from the Human Resources staff and/or City Officials on the following key components of the salary plan development process:

- Comparator Employer Selection
- Benchmark Job Class Selection
- Compensation Competitiveness Policy
- Salary Structure Selection
- Job Evaluation Method-Salary Plan Linkage
- Draft Compensation Plan Review / Critique
- Total Compensation Points for Analysis
- Project Implementation Plan

2. Comprehensive Compensation Survey

We will collect the complete pay plans from each of the City's comparators and build a custom survey database to ensure accuracy and completeness, unique to the City's job classifications.

- a. **Data Collection Protocol** will be developed in consultation with the City's project leaders to determine which salary data elements to include, such as:

Base Salary Information

- Salary range structure Minimum, Midpoint, and Maximum

Additional Compensation Information (examples, to be finalized with City):

- City-supported benefits such as health insurance, pension contributions
- Supplemental pay items for special qualifications/certifications
- Individual or group incentive plans, bonus, awards, stipends
- Any additional add-pay or benefits items at City's direction

- b. *Benchmark Job Selection*** will be made by identifying City job classes common to its employment-competitive public and private employers in the immediate area and throughout the region or State, clearly identifiable, and representative of standard occupational job groups.
- c. *Comparator Employers Identification*** will be made in consultation with the City's Project Manager(s) or City Council. Criteria include their degree of competition to the City in obtaining and retaining high quality staff, their location in the City's traditional recruitment areas, and their organizational size and complexity.
- d. *Compensation Data Collection*** will be made by one or more of the following methods.
 - Pre-survey contact with the selected comparator employers to solicit participation in the City's compensation survey(s)
 - Extraction from the pay plans of designated public employers.
 - Customized salary survey requests for local governments and other public employers, distributed by mail, fax, and e-mail.
 - As desired, additional data extraction from established salary surveys and commercial survey sources such as Economic Research Institute.
- e. *Data Quality Control*** includes editing data for accuracy and proper matching to the City's survey benchmark jobs, and phone/fax/E-mail follow-ups for data clarification and to obtain comparators' benchmark job descriptions.

3. *Prevailing Rates Calculation*

We will consolidate the compensation data from all sources, enter the information into the **EZ COMP™** program, and compute the prevailing rates, inclusive of any appropriate cost-of-living differentials, as the statistical mean of the survey data for each benchmark job class. Data will be projected forward from the date of collection to a common date relating to the City's salary plan year by the annual Prevailing Rate Increase Factor (PRI) applicable at that time.

4. *Compensation Competitiveness Comparison*

We will provide the City with charts comparing its current salary structures to those of the selected public and private comparator employers. We will calculate the extent that the City's offerings vary from the prevailing rates and practices of other relevant employers.

5. *Compensation Competitiveness Policy*

We will assist the City to select a compensation competitiveness policy which best fits its compensation strategy and financial resources, by providing fiscal impact estimates at various percentage relationships to the prevailing rates.

6. Salary Plan Structure Development

We will review the City's current employee agreements and wage plans and **1)** utilize the City's current wage plan structures to identify internally equitable and externally competitive salary ranges for each City job class or **2)** prepare alternative salary range structures and schedules for the City to select the best fit for its competitiveness strategy, with these optional criteria:

- Method of administration, i.e.: measured job performance, longevity, or skill
- Width of the salary ranges, grades, or broad bands, from Minimum to Maximum
- Varying salary range widths for FLSA non-exempt or exempt positions
- Open salary ranges for pay-for-performance or variable compensation plan
- If steps within the salary ranges, number of steps, percentage separation
- Number of salary ranges, grades, or broad bands in the salary schedule
- Percentage of separation between salary ranges, grades or broad bands
- Recognition for longevity, unique assignments, and special skill requirements
- Remuneration for required special licenses, certifications and registrations
- Linkage of performance evaluations to performance increase opportunities

7. Salary Range Assignment Development

We will assign each job classification to a salary range in the City's current or selected new salary structure on the basis of a combination of factors, including:

- the prevailing rates for the benchmark job classes
- its current relationship to similar or occupationally related job classes
- the 15% guideline for salary range separation between sequential job classes
- the 25% guideline for salary separation of a department head job class

8. Implementation Plan Development

We will consult with the Human Resources Director and Project Team on a plan for transition to the recommended plan, including a timetable for the principal activities, employee communication, impact on budgeting processes, and estimates of required financial resources.

D. FINAL REPORTS AND PRESENTATIONS

1. Draft and Final Report Preparation

We will provide the City's project leader(s) with a draft of our report for review and critique, including the compensation market data, salary comparison tables, fiscal estimates, salary range listings, and implementation procedures. We will incorporate their critique into the development of a final report summarizing the project's findings, recommendations, and detailed description of the City's updated compensation plans.

2. Final Report Presentations

We can conduct a workshop or formal presentation of our final report and recommendations to the Human Resources staff, City Officials, and employees.

COST OF SERVICES

A. PROJECT COST ESTIMATE

We estimate that the project's total cost, including all fees for professional services and reimbursement for out-of-pocket expenses, ***will not exceed*** the indicated amounts.

Major Project Components – Compensation Focus

- Pay and Benefits Survey (Target 150 Benchmarks, Up to 10 Cities / Comparators)	\$ 45,000
- From Surveys, Compensation Plan, Draft Reviews, Final Presentations	<u>\$ 10,000</u>
Base Cost:	\$ 55,000

B. FLEXIBLE WORK PLAN, NEGOTIABLE TOTAL COST, TERMS

Our work plan is flexible and total project cost negotiable, and we will discuss, modify, add or delete, any work task to increase the project's responsiveness to the City's needs and financial resources. We will provide the City with monthly invoices for the professional services provided and out-of-pocket expenses incurred during the month. We request that the City pay the invoices within thirty (30) days of their receipt.

C. ESTIMATED TIMELINES

We estimate that a compensation study could be completed within 90-120 days of initial planning.



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for Palmera Bluff Sections 7 and 8 to include: streets, drainage, water, wastewater, streetlights, and landscaping improvements.

BACKGROUND:

The public infrastructure for streets, wastewater, water, storm, sidewalks, streetlights, and landscape improvements that are required for the Palmera Bluff Sections 7 and 8 subdivision have been installed, inspected, and are substantially completed. All documentation required for acceptance of this project has been received, including record drawings, a statement of substantial completion prepared by a professional engineer licensed by the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements, an affidavit of all bills paid, and a two (2)- year term maintenance bond.

The maintenance bonds will commence their two (2)- year term upon City Council acceptance, as anticipated, on December 5, 2024, which will provide warranty and maintenance coverage for public infrastructure improvements through December 5, 2026. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bonds to ensure that any defects in materials, quality construction, or maintenance are corrected prior to the expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City Staff recommend the City Council's formal acceptance of Palmera Bluff Sections 7 & 8 infrastructure improvements.

PRESENTER:

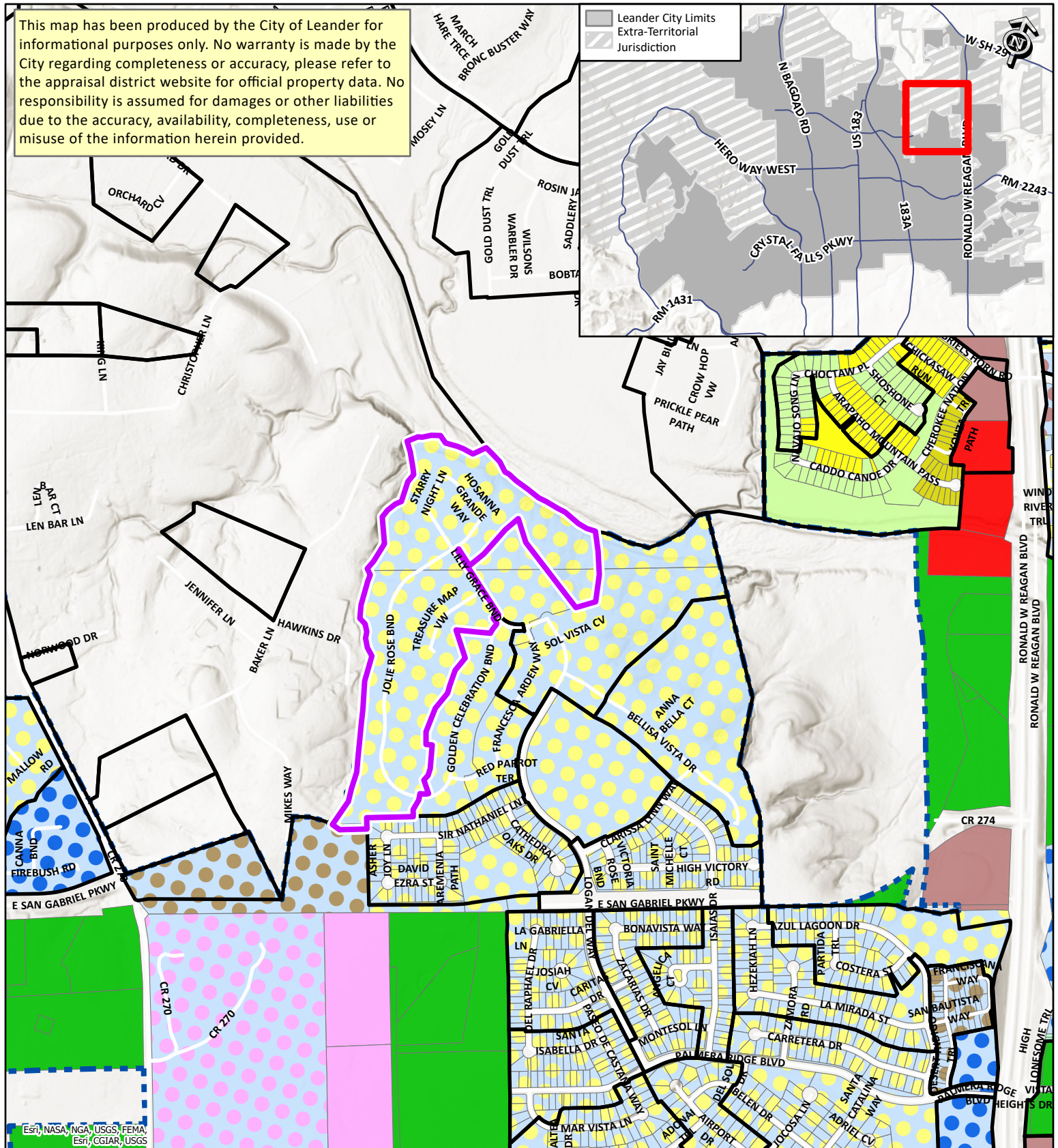
Emily D. Truman, P.E., CFM, City Engineer

Fiscal Impact

Attachments:

1. Palmera Bluff Section 7 & 8 PICP-23-0077

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the appraisal district website for official property data. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



SUBDIVISION ACCEPTANCE

Palmera Bluff Sec 7 & 8 - PICP-23-0077

City Limits

Accepted Subdivision



RESIDENTIAL

- SFR - Single-Family Rural
- SFS - Single-Family Suburban
- SFU - Single-Family Urban
- SFC - Single-Family Compact
- SFL - Single-Family Limited

RETAIL / COMMERCIAL

- LC - Local Commercial
- GC - General Commercial

PUD LAND USE

- PUD - Single-Family
- PUD - Multi-Family
- PUD - Mixed Use
- PUD - Local Commercial
- PUD - Heavy Commercial



0 500 1,000 2,000
Feet

October 15, 2024

OWNER:

Palmera Bluff Development, INC
1011 N. Lamar Blvd.
Austin, TX 78703

PROJECT:

Palmera Sections 7 & 8

Leander, TX

Contour Project No: 24-158

REGISTERED ACCESSIBILITY SPECIALIST:

Elaine Andersen, RAS #1284
Co-Founder

INSPECTION COMPLETED – NO VIOLATIONS

To Whom It May Concern:

This report presents the findings of the on-site inspection for the **Palmera Sections 7 & 8** Project for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on October 15, 2024, which included the review of sidewalks, curb ramps and associated crosswalks within the phase.

All of the pedestrian elements were found to be in compliance with the Texas Accessibility Standards. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

This determination is applicable only to ensuring compliance with Texas Government Code, Chapter 469 and does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other federal, state, or local requirement.

If you have any questions, contact Elaine Andersen at Elaine@Contour-Collective.com.

Sincerely,



Elaine Andersen, RAS #1284



512.767.7300
TBPELS F-1386
TBPELS 10110501
www.LJA.com

2700 La Frontera Boulevard, Suite 200, Round Rock, Texas 78681

ENGINEER'S CONCURRENCE FOR PROJECT ASSESSMENT

PROJECT: Palmera Bluff Sections 7 & 8 – Public Improvement Construction Plan (PICP-23-0077)

SCOPE OF WORK: W _____ WW _____ S/D _____ ALL X

OWNER/DEVELOPER'S NAME AND ADDRESS

Dustin Einhaus
Palmera Bluff Development, Inc.
1011 N Lamar Boulevard
Austin, Texas 78703

CONSULTANT ENGINEER'S NAME AND ADDRESS

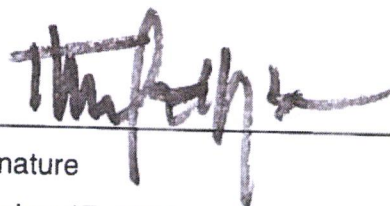
LJA Engineering, Inc.
T. Walter Hoysa, P.E.
2700 La Frontera Boulevard, Suite 200
Round Rock, Texas 78681

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

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

1. Complete revegetation & maintain temporary erosion controls until revegetation is satisfactory.
2. Complete street light inspections with PEC and obtain approval to turn on street lights.





Signature

October 17, 2024

Date

100072

Texas Registration Number



November 4, 2024

Mr. Sarvesh D. Dhakal, PE
Assistant City Engineer
City of Leander
201 N. Brushy Street
Leander, TX 78641

Attn.,

Final Costs and Quantities for
Palmera Bluff Sections 7 & 8 (PICP-23-0077)

Dear Sarvesh:

Please find enclosed the final costs and quantities from the general contractor, Joe Bland Construction, LLC. The quantities break down to the following sub-totals:

Street Improvements	\$ 1,465,359.00
Drainage Improvements	\$ 1,458,284.00
Water Improvements	\$ 663,931.00
Wastewater Improvements	\$ 674,581.00
Street Light Improvements	\$ 175,643.30
Landscape Improvements	\$ 97,720.00
Total	\$ 4,535,518.30

Maintenance Bond:

Total Improvements =	\$ 4,535,518.30
Maintenance Bond (10%) =	\$ 453,551.83

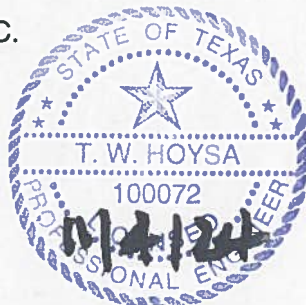
Inspection Fee:

Total Improvements =	\$ 4,535,518.30
Inspection Fees (3.5%) =	\$ 158,743.14
Currently Paid Inspection Fees =	\$ 119,140.96
Remaining Inspection Fees =	\$ 39,602.18

If we can be of any further assistance, please do not hesitate to call at 512-439-4700.

Very Truly Yours,
LJA ENGINEERING, INC.

TW Hoysa, P.E.
Vice President



**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: 11/13/2024

Developer: PALMERA BLUFF DEVELOPMENT, INC.

Contractor/Material
Provider ("Affiant"): JOE BLAND CONSTRUCTION, LLC

Project: PALMERA BLUFF PHASE 7 & 8

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 13 day of NOV., 2024.

Initialed: _____

PAGE 1 of 2

AFFIANT:

Signature: _____

[Handwritten Signature]

Typed Name: Collin Bland

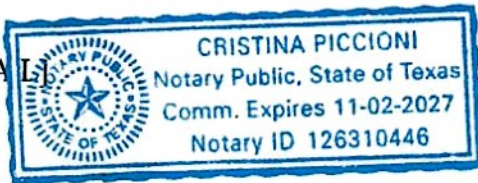
Title: President

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of NOV., 2024

[SEAL]



[Handwritten Signature]

Notary in and for the State of Texas

Name: Cristina Piccioni

My commission expires: 11/02/2027

Initialed: _____

MAINTENANCE BOND
Subdivision Improvements
Bond No. 4467884MNT

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Joe Bland Construction, LLC as Principal, whose address is 9500 West Parmer Lane, Unit 1301, Austin, TX 78717 and Suretec Insurance Company a Corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Four Hundred Fifty Three Thousand Five Hundred Fifty One and 83/100's Dollars (\$453,551.83) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Palmera Bluff Phase 7 & 8 Drainage, Water and Wastewater Improvements PICP-23-0077 (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 18th day of October, 2024.

Joe Bland Construction, LLC
Principal

Suretec Insurance Company
Surety

By: 

By: 

Title: Vice President

Title: Brad. Ballew, Attorney-In-Fact

Address: _____

Address: _____

9500 West Parmer Lane, Unit 1301

2103 CityWest Boulevard, Suite 1300

Austin, Texas 78717

Houston, Texas 77042

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

Ballew Surety Agency, Inc., Brad. Ballew

3802 Menchaca Road, Austin, Texas 78704-6734

(Seal)

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

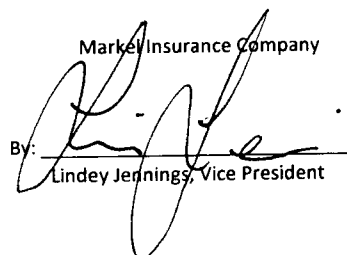
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



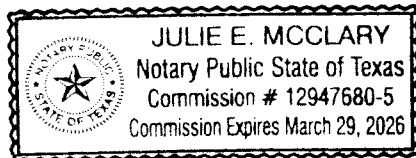
Markel Insurance Company

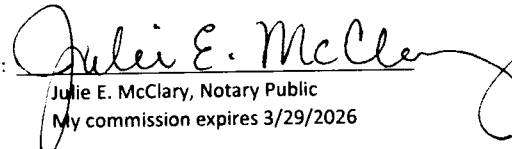
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 25th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

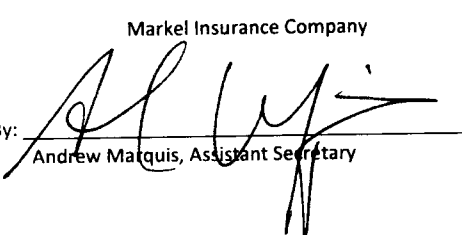
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 18th day of October, 2024.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

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

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Denbow Company, Inc.
as Principal, whose address is 2780 US-290 West, Dripping Springs, TX 78620 and
SureTec Insurance Company a Corporation organized under the
laws of the State of Texas, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Seventeen Thousand Five Hundred Sixty Four and 33/100 Dollars
(\$ 17,564.33) to which payment will and truly to be made we do bind ourselves, our
and each of our heirs, executors, administrators, successors and assigns jointly and severally,
firmly by these presents.

WHEREAS, the said Principal has constructed Palmera Bluff Sections 7 & 8 - Palmera Ridge Municipal
Utility Districts, Public Improvement Construction Plan, Project No. PICP-23-0077 (the
“improvements”) pursuant to the ordinances of the Obligee, which ordinances are hereby
expressly made a part hereof as though the same were written and embodied herein;

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

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

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

subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 24th day of October, 2024.

Denbow Company, Inc.
Principal

By: *Paul J. Hill*

Title: C.F.O.

Address: 2780 Hwy 290 W

Drappe Springs TX 78620

SureTec Insurance Company
Surety

By: *J. Bell*

Title: Attorney-in-Fact, Jake Bell

Address: 2103 CityWest Blvd., Suite 1300,

Houston, TX 77042

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

Steve Nelson - 7943 Caruth Court, Dallas, TX 75225

(Seal)

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jake Bell

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Denbow Company, Inc.
Obligee: City of Leander
Amount: \$ 17,564.33

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of February, A.D. 2023.

SURETEC INSURANCE COMPANY

By: Michael C. Keimig
 Michael C. Keimig, President

State of Texas SS:
 County of Harris



On this 3rd day of February, A.D. 2023 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Tanya Sneed
 Tanya Sneed, Notary Public
 My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24th day of October, 2024, A.D.

M. Brent Beaty
 M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE **Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite 400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

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



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Acceptance of the public infrastructure improvements for Barksdale Phase 2 Subdivision to include: streets, stormwater, drainage, water, wastewater, and streetlights.

BACKGROUND:

The public infrastructure for streets, stormwater/drainage, water, wastewater, and streetlights that are required for the Barksdale Phase 2 subdivision has been installed, inspected, and is substantially completed. All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed by the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements, an affidavit of all bills paid, and a two (2)-year term maintenance bond.

The maintenance bond will commence the two (2)- year term upon City Council acceptance, as anticipated, on December 5, 2024, which will provide warranty and maintenance coverage for the public infrastructure improvements through December 5, 2026. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to ensure that any defects in materials, quality construction, or maintenance are corrected prior to the expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

The City Staff recommends the City Council's formal acceptance of the Barksdale Phase 2 subdivision public infrastructure improvements.

PRESENTER:

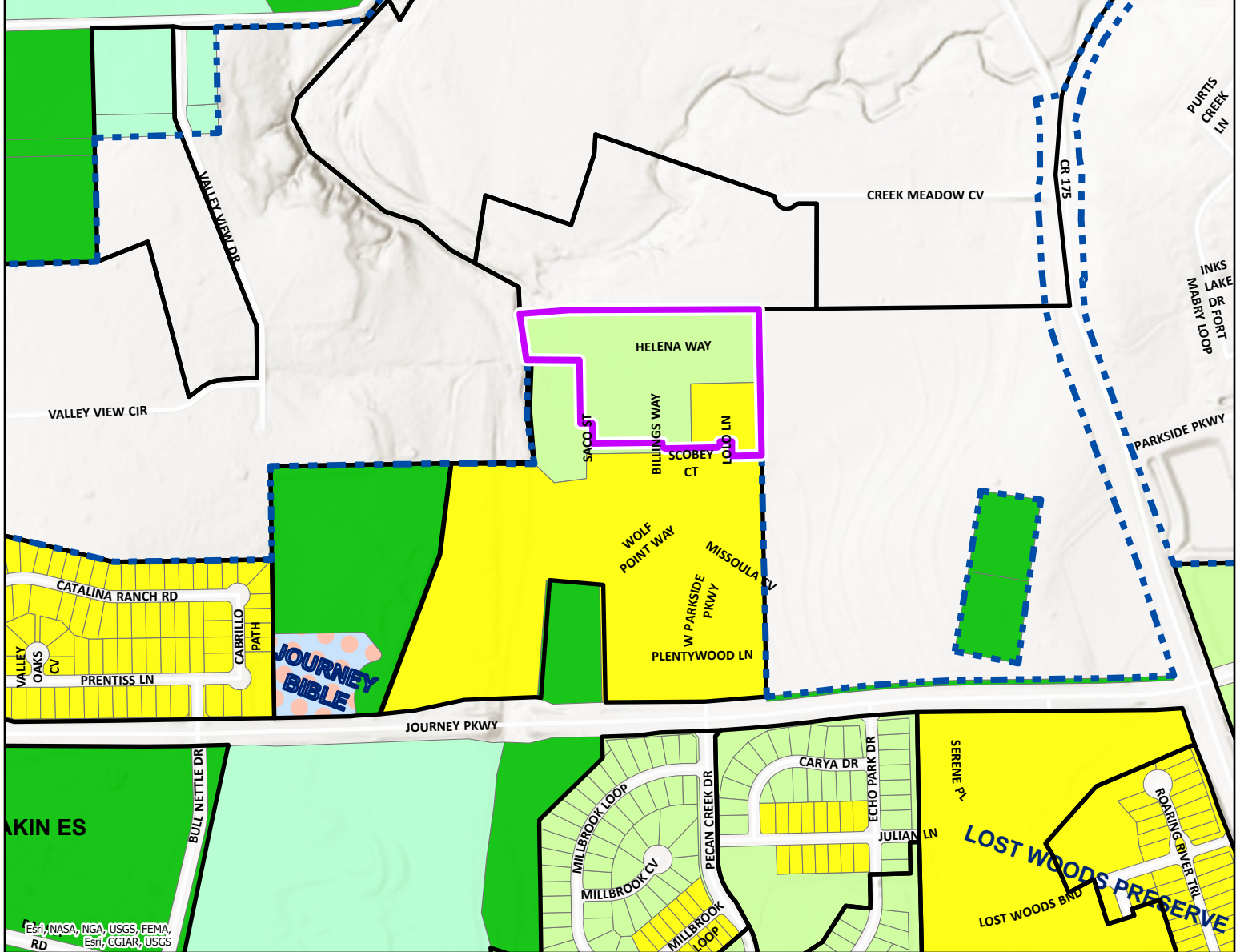
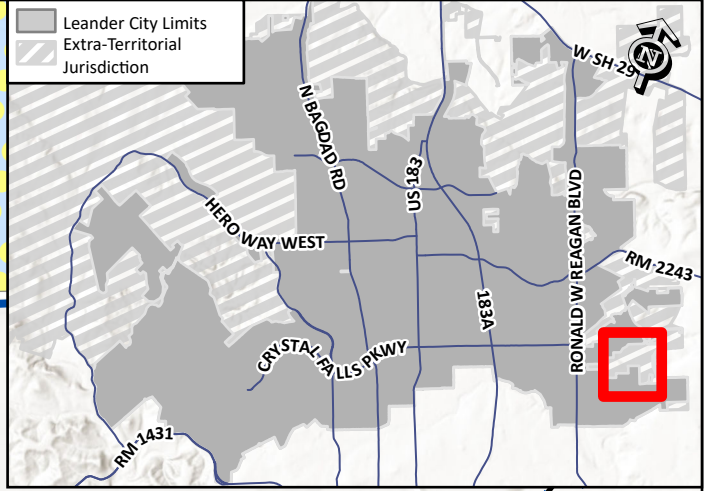
Emily D. Truman, P.E., CFM, City Engineer

Fiscal Impact

Attachments:

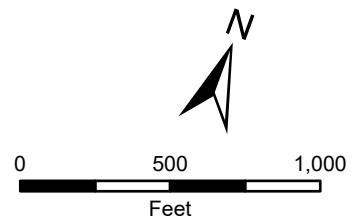
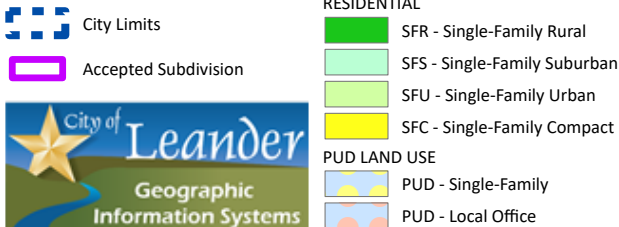
1. Barksdale Phase 2 Close-out Documents

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the appraisal district website for official property data. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



SUBDIVISION ACCEPTANCE

Barksdale Ph 2 - PICP-23-0085





Kyle Kriegel
M/I Homes of Austin, LLC
7600 N. Capital of Texas Hwy., Bldg C
Austin, TX 78731

October 29, 2024

Barksdale Phase 2
Leander, TX

Dear Kyle Kriegel,

I recently conducted an accessibility inspection for the new sidewalks and curb ramps located within Phase 2 of the Barksdale development in Leander, TX. The inspection included new sidewalks and curb ramps only.

Based on my observations during the site visit, the sidewalks and curb ramps in the public right-of-way were constructed in alignment with 2012 Texas Accessibility Standards (TAS).

Please feel free to reach out if you require any additional information or have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clint Ryan'.

Clint Ryan, RAS 1333

Engineer's Concurrence for Project Acceptance

Project: Barksdale Phase 2 Date: 10/31/2024

City of Leander Issued Permit Number: PICP-23-0085

Owner's Name & Address

M/I Homes of Austin, LLC
7600 N. Capital of Texas Hwy
Bldg C, Ste 250, Austin TX 78731

Consultant Engineer's Name & Address

Alex Granados
501 S. Austin Ave, Ste 1310
Georgetown TX 78626

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

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



(SEAL)

Alejandro E. Granados Rico

Signature

Alex Granados

Typed Name

Kimley-Horn and Associates, Inc.

Engineering Firm Name

F-928

Registered Engineering Firm Number

October 28, 2024
 Sarvesh Dhakal
 City of Leander
 201 N. Brushy Street
 Leander, Texas 78641

Attn,

The following is the information as applicable to the Final Cost and Quantities, and inspection fee settle up of the Barksdale Phase 2 Project #PICP-23-0085 of this "project"

Name on Approved Construction Documents: Barksdale Phase 2 Public Improvement Construction Plans, Project #PICP-23-0085, City of Leander, Williamson County, Texas

Final Plat Legal Name as Recorded : Barksdale Phase 2 Final Plat (DOC # ~~2024081632~~) (FP-24-0167)

Name on Bank Bond for Fiscal Posting: _____

Final Cost and Quantities:

Costs Categories	Totals
Streets	\$ 406,998.59
Stormwater/Drainage	\$ 182,032.87
Water	\$ 217,245.75
Wastewater	\$ 236,163.64
Streetlights	\$ 111,299.64

Total = **\$1,153,740.49***

Total Improvements =	\$1,153,740.49
Maintenance Bond (10%) =	\$115,374.05

*Note that this total differs from the pay application from the contractor as it excludes private electrical work, private gas work, masonry walls, and other items not classified as "improvements" that were part of Barksdale Phase 2. The total for the developer items is \$381,484.60. These items were removed from the final costs and quantities below. The inspection fee receipt is also included for reference.

Inspection fee settle up:	
Total Improvements =	\$1,153,740.49
Currently Paid Inspection Fees =	\$42,645.69
Inspection Fees (3.5%) =	\$40,380.92
Insp. Fee to be reimbursed to developer =	\$2,246.77

If you have any questions or require any additional information, please do not hesitate to contact me at 512-782-0602.

Sincerely,

Alejandro E. Granados Rico

Alex Granados, P.E.



TBPE F-928

Attachments: Pay Application for Barksdale Phase 2 Final Cost and Quantities breakdown, Receipt of Currently Paid Inspection Fees

FINAL COSTS AND QUANTITIES
BARKSDALE PHASE 2
KIMLEY-HORN AND ASSOCIATES, INC. JOB NO. 067783159

CITY OF LEANDER JOB #PICP-23-0085

COST CATEGORIES	TOTALS
STREETS	\$ 406,998.59
STOMEWATER/DRAINAGE	\$ 182,032.87
WATER	\$ 217,245.75
WASTEWATER	\$ 236,163.64
STREETLIGHTS	\$ 111,299.64
TOTAL AMOUNT	\$ 1,153,740.49

BARKSDALE PHASE 2 FINAL COSTS AND QUANTITIES

M/I Homes Phase Codes	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value
SECTION A. PAVING					
3610	24" CONCRETE CURB AND GUTTER COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	3578	\$ 19.35	\$ 69,234.30
3610	2" HMAC COMPLETE IN PLACE AS DETAILED AND SPECIFIED (RESIDENTIAL SECTION)	SY	5339	\$ 17.84	\$ 95,247.76
3610	8" CRUSHED STONE FLEXIBLE BASE COURSE 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED (RESIDENTIAL SECTION)	SY	7323	\$ 10.49	\$ 76,818.27
3610	TENSAR TX-5 GEOGRID AS DETAILED AND SPECIFIED	SY	7323	\$ 3.42	\$ 25,044.66
3610	8" LIME STABILIZATION (RESIDENTIAL SECTION)	SY	7323	\$ 13.63	\$ 99,812.49
3610	PREPARE SUBGRADE PREPARATION 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	7323	\$ 1.97	\$ 14,426.31
3610	SIGNAGE AND STRIPING	LS	1	\$ 3,167.57	\$ 3,167.57
3610	CONCRETE SIDEWALK COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	221	\$ 73.35	\$ 16,210.35
3610	PEDESTRIAN RAMPS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	4	\$ 1,470.47	\$ 5,881.88
3610	STREET END BARRICADE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$ 1,155.00	\$ 1,155.00
SUBTOTAL SECTION A. PAVING					\$ 406,998.59
SECTION B. DRAINAGE AND GRADING					
3310	DRAINAGE AND ROADWAY GRADING EARTHWORK TO SUBGRADE(CUT),	CY	2897	\$ 4.68	\$ 13,557.96
3310	DRAINAGE AND ROADWAY GRADING EARTHWORK (FILL), TO BE PLACED ON SITE OR STOCKPILED AT DESIGNATED AREA	CY	1706	\$ 3.58	\$ 6,107.48
3310	LOT PADDING	EA	45	\$ 495.00	\$ 22,275.00
3310	18" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	337	\$ 57.07	\$ 19,232.59
3310	24" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	44	\$ 67.57	\$ 2,973.08
3310	30" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	469	\$ 96.69	\$ 45,347.61
3310	4' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$ 3,764.66	\$ 3,764.66
3310	5' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3	\$ 4,670.38	\$ 14,011.14
3310	10' CURB INLET INCL. TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	8	\$ 5,228.50	\$ 41,828.00
3215	REVEGETATION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	4285	\$ 2.01	\$ 8,612.85
	EROSION CONTROL MATTING	SY	950	\$ 4.55	\$ 4,322.50
SUBTOTAL SECTION B. DRAINAGE AND GRADING					\$ 182,032.87
SECTION C. WATER					
3410	8" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED INCLUDING FITTINGS, BENDS, & PLUGS	LF	2003	\$ 58.32	\$ 116,814.96
3410	8" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	6	\$ 2,547.36	\$ 15,284.16
3410	SINGLE WATER SERVICE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	4	\$ 1,350.96	\$ 5,403.84
3410	DOUBLE WATER SERVICE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	18	\$ 1,715.08	\$ 30,871.44
3410	8" BLOW OFF VALVE WITH THRUSTING BLOCK	EA	2	\$ 5,230.25	\$ 10,460.50
3410	CONNECT TO EXISTING WATER LINE AND REMOVE EX. BLOWOFF VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3	\$ 1,326.35	\$ 3,979.05
3410	FIRE HYDRANT ASSEMBLY (6" VALVE, 6" DUCTILE IRON LEED, AND TEE) COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	5	\$ 6,886.36	\$ 34,431.80
SUBTOTAL SECTION C. WATER					\$ 217,245.75
SECTION D. WASTEWATER					
3510	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER ALL DEPTHS, INCLUDING CONCRETE ENCASUREMENT, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1612	\$ 62.14	\$ 100,169.68
3510	SINGLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	4	\$ 2,338.92	\$ 9,355.68
3510	DOUBLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	18	\$ 2,557.58	\$ 46,036.44
3510	4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, (ALL DEPTHS) INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	5	\$ 6,247.61	\$ 31,238.05
3510	4' DIAMETER PRECAST CONCRETE WASTEWATER DROP MANHOLE, (ALL DEPTHS) INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2	\$ 9,254.46	\$ 18,508.92
3510	END AND PLUG 8" PVC	EA	1	\$ 651.46	\$ 651.46
3510	CONNECT TO EXISTING STUB	EA	3	\$ 1,249.47	\$ 3,748.41
	TRENCH DRAIN WITH FILTER FABRIC AND BEDDING MATERIALS	LF	325	\$ 81.40	\$ 26,455.00
SUBTOTAL SECTION D. WASTEWATER					\$ 236,163.64

BARKSDALE PHASE 2 FINAL COSTS AND QUANTITIES

M/I Homes Phase Codes	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value
	SECTION E. STREET LIGHTS				
3720	STREET LIGHTS INCLUDING CONDUIT, METER AND ALL APPURTENANCES, PER EACH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED PER COL DETAIL 402-1	EA	12	\$ 9,274.97	\$ 111,299.64
	SUBTOTAL SECTION E. STREET LIGHTS				\$ 111,299.64
	TOTAL BASE BID				\$ 1,153,740.49

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Barksdale Phase 2

Job No. 24027

On receipt by the signer of this document of a check from M/I Homes of Austin (maker of check) in the sum of \$153,522.51 payable to Liberty Civil Construction, LLC (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of M/I Homes of Austin (owner) located at Leander (location) to the following extent: street and utility improvements (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to M/I Homes of Austin (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 10/24/24

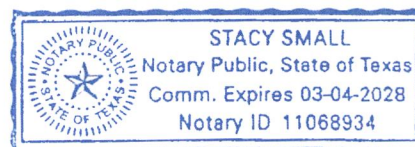
Liberty Civil Construction, LLC (Company name)

By [Signature] (Signature)

Director of Project Management (Title)

SUBSCRIBED AND SWORN TO BEFORE ME this the 25 day of October, 2024.

[Signature]
NOTARY PUBLIC, in and for the State of Texas
My Commission Expires: 03/04/2028



MAINTENANCE BOND
Subdivision Improvements
Bond Number: 2361303

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Liberty Civil Construction, LLC
as Principal, whose address is 2937 Hero Way, Leander, TX 78641 and
Swiss Re Corporate Solutions America Insurance Corporation a Corporation organized under the
laws of the State of Missouri, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of One Hundred Fifteen Thousand Three Hundred Seventy-four & 05/100
(\$ 115,374.05) to which payment will and truly to be made we do bind ourselves, our and each
of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by
these presents.

WHEREAS, the said Principal has constructed _____
Barksdale Phase 2 Public Improvement Construction Plans, Project #PICP-23-0085
(the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby
expressly made a part hereof as though the same were written and embodied herein;

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

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

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

subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 31st day of October, 2024.

Liberty Civil Construction, LLC

Principal

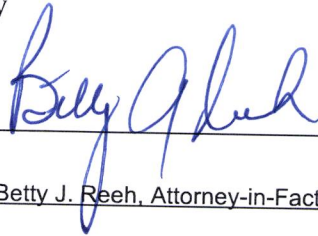
By: 

Title: Michael Ehrhardt, President

Address: 2937 Hero Way

Leander, TX 78641

Swiss Re Corporate Solutions America Insurance Corporation
Surety

By: 

Title: Betty J. Reeh, Attorney-in-Fact

Address: 1200 Main St., Suite 800

Kansas City, MO 64105

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

Acrisure Texas Risk Advisors & Insurance Services, LLC - Bryan Moore

32335 US Highway 281 S, Suite 1201, Bulverde, TX 78163

(Seal)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

BETTY J. REEH, CLARK D. FRESHER, BRYAN K. MOORE, ANDREW ADDISON, ELIZABETH ORTIZ,
ANA OWENS, PATRICK COYLE, PATRICIA ANN LYTTLE, AND MICHAEL D. HENDRICKSON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 31st day of October, 20 24

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact the **Surety Claims Department** at **1-816-235-3702**

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** for information or to make a complaint at:

1-816-235-3702

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

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

1- 800-252-3439

You may write the **Texas Department of Insurance**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Surety Claims Department** al **1-816-235-3702**.

Usted puede llamar **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** para informacion o para someter una queja al:

1-816-235-3702

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: November 5, 2024

Developer: M/I Homes of Austin, LLC.

Contractor/Material
Provider ("Affiant"): Liberty Civil Construction, LLC.

Project: **Barksdale Phase 2 Public Improvements Construction Plans
(PICP-23-0085)**

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

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

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

Initialed: 

PAGE 1 of 2

SUBSCRIBED AND SWORN TO BY Affiant on this 5th day of November, 2024.

AFFIANT:

Signature: 

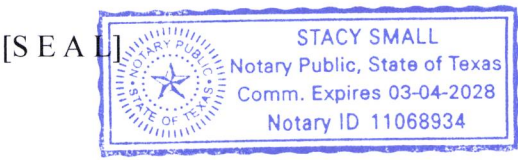
Typed Name: Michael Ehrhardt

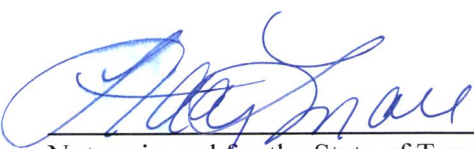
Title: President

STATE OF TEXAS ,
 ,
COUNTY OF WILLIAMSON ,

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

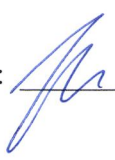
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of November, 2024.




Notary in and for the State of Texas

Name: Stacy Small

My commission expires: 03/04/2028

Initialed: 



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Approval of a waiver of Article 8.04, Noise, Section 8.04.001(g) in the hours of construction work for The Burt Group for The Crossing at Hero Way and West Broade Street Retail Development to perform an early morning concrete pour beginning at 2:00 a.m. at the site located at 11312 Hero Way West, the week of December 9, 2024 through December 14, 2024 (depending on weather conditions), and requiring the contractor of the site to post door hanger notifications a minimum of forty-eight (48) hours in advance of the activities.

BACKGROUND:

The Burt Group, the general contractor for The Crossing at Hero Way and West Broade Street retail site development, has requested a variance for construction activities for concrete pours between December 9 to December 14, 2024, for The Crossing site located at 11312 Hero Way West in Leander, TX. They are requesting that they be granted a variance allowing them to perform one (1) concrete panel pour beginning at 2:00 a.m. due to potential traffic and safety issues with such a large volume of trucks for the pours, and the number of hours it will take to complete (dependent on weather conditions). The general contractor will communicate with the surrounding residents forty-eight (48) hours in advance of the construction activities.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Taylor Steed, Hero Way Crossing Ltd. (Owner's Representative)

RECOMMENDATION:

City Staff recommend approving a variance of the City's Noise Ordinance for construction activities as scheduled in the attached request for The Crossing at Hero Way and West Broade Street Retail site.

PRESENTER:

Emily D. Truman, P.E., CFM, PMP, City Engineer

Fiscal Impact

Attachments:

1. Noise Variation

Engineering Department

Temporary Noise Variance Application

Chapter 8 Offenses and Nuisances – Article 8.04 Noise **Sec. 8.04.002. Purpose (g) Construction**

1. Reasons for requesting a Temporary Noise Variance from the City of Leander (e.g. type of Construction Activities)

We are requesting After hours Concrete Panel Pour and Lift. We are attempt to reduce the amount of traffic during regular hours with the amount of trucks entering and exiting the site. Our concrete pour will likely take early morning to mid-afternoon, longer than the 4 hours allotted for the noise variance.

2. List any noise generating equipment that will be operated during the variance window (e.g. Light plants, Generators, Backhoe, concrete saw, vacuum, etc.)

Additional Lighting for After Hours work, Crane and other heavy machinery, Generators

3. List any measures that will be taken to reduce the impacts to neighbors. (e.g. No alarms, whistles or sirens will be used, we will notify the neighbors, etc.), to include **how** you will communicate with surrounding residents 48-hours before construction activity.

Public notice in the form of a door hanger will be provided by the developer/contractor to residents within 600 feet 48 hours in advance of the construction activities. We will push to have after hours pours towards end of week

Engineering Department

Temporary Noise Variance Application Form

Project Address: 11312 Hero Way West AND Location: Corner of Hero Way and Broade St.

Project Name: The Crossing at Hero Way & West Broade St. Permit #: SD-24-0198

Description of Construction Work (to include total number of concrete pours, if applicable):

Total of 26 concrete panels Total one Pour for Panels

In the fields below, please enter the start date and time for the variance window including setup and traffic control. For the stop date use the ending day and time the variance will be needed including clean up.

Start Date: 12/9/24 Start Time: 2:00AM

Finish Date: 12/14/24 Finish Time: 6:00PM

Applicant Information:

Name: Taylor Steed Company: Hero Way Crossing Ltd. Position: Owner's Rep

Address: 1601 Rio Grande Street, Ste. 333, Austin TX 78701 Phone: 512 568 1313

E-mail: taylor.steed@fourtrealty.com

Contractor Information:

Name: Michael Mariscal Company: The Burt Group Position: Project Manager

Address: 2201 Donley Drive, Ste 200, Austin TX 78758 Phone: 512 648 9100

E-mail: Michael.mariscal2@burtgroup.com



11312 Hero Way W



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 100 ft



11312 Hero Wa W



Directions



Save



Nearby



Send to
phone



Share



11312 Hero Way W, Leander, TX 78641



H4JQ+8W Leander, Texas



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Approval of a procurement of services with Jamail and Smith Construction, LP for installation of gas and electrical services to the new LPG system at the Leander Fire Training Facility located at 101 E. Sonny Road (CIP M.12) utilizing BuyBoard contract 728-24 in the amount of \$103,478.08, and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The current Fire Department training building burns Class A fuels (hay and wood). The Fire Department is converting the building to use cleaner burning liquid propane gas (LPG) to reduce or eliminate noxious fumes and smoke, increase safety, and allow for quicker training times.

This project will prevent future issues with neighbors where the Fire Department's training for smoke and odor has been a nuisance to those neighbors. It corrects the reset speed of the building, once converted to LPG, to make lighting fires and ending the burn rotation much quicker. It also creates a process to control the fire rotation manually, versus the normal burn cycle of combustible materials. This allows for instructors to start when ready, and end the burn when accomplished.

Instructors can now shut down the burn, as needed, for safety reasons, whereas a traditional fire would still need to be extinguished. The Leander Fire Department has previously procured the LPG dispersion system for the training building. These services, through Jamail and Smith Construction, will provide and connect the gas lines and electrical service to the new LPG system.

The City had previously issued Task Order GBA-013 to George Butler Associates to deliver the professional design services for this project. The procurement method for this portion of the project will be associated with H.B. 1050 (2013) and Sec. 791.011 of the Government Code.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of the procurement of services for installation of utilities for the City of Leander Fire Training Facility (CIP M.12) to Jamail and Smith Construction, LP in the amount of \$103,478.08; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Tony Bettis, CIP Program Manager

<u>Amount requested:</u>	<u>Fiscal Impact</u>
<u>Approved in current budget (Yes / No):</u>	\$103,478.08
<u>Expenditure (New / Amended):</u>	Yes
<u>Recurring or one-time:</u>	New
<u>Fund source (Operating / Utility / etc.):</u>	One-Time
	Operating

Attachments:

1. City of Leander Fire Training RS Estimate

November 1, 2024

Mrs. Kelly Wenzel
Contract Manager
City of Leander Fire Training Building
101 E. Sonny Drive
Leander, TX 78641

Subject: Buyboard JOC (728-24) Proposal City of Leander Fire Training Facility

Reference:
Site walk on 9/24/2024

Dear Mrs. Wenzel:

Enclosed, please find our Buyboard JOC proposal to provide electrical and LPG line to Fire Blast System.

Our scope of work is:

1. Administration: Finalize construction schedule in coordination with city needs. Prepare & submit site specific safety plan for construction activities. Conduct pre-construction meeting with city staff and access proposed.
2. Mobilization: Mobilize to the jobsite and set up temporary sanitary facilities and barricades as necessary. Conduct preliminary condition assessment of work area.
3. Trench for LPG line.
4. Install electrical through existing 2.5" conduit.
5. Removal of demo'd concrete and remaining spoils.
6. Pour back of concrete and soil in trench.
7. Clean-up and demobilization: Cleanup site and restore any damages caused by construction.

Exclusions/Exceptions/Clarifications:

1. Trenching and pour back for new electrical line if existing is not usable.
2. Installation of new conduit should we not be able to use existing electrical conduit.

Schedule:

All work is to be performed from during normal hours 7 am to 4 pm. Overtime, Night work and weekends are excluded. Expected duration is 5 weeks.

Pricing: The cost of the proposed project, per Buyboard 728-24 is summarized below:

Price line Items (Right Hand Means)	\$	137341.75
Less Austin TX City Cost Index 2024Q3, 85.6%	\$	(19,777.21)
2024 Buyboard 728-24 NWH coefficient (-14%)	\$	(18,810.32)
Non-prepriced Items (Permit allowance)	\$	2,000.00
2024 Buyboard 728-24 NPP coefficient (+10%)	\$	200.00
Performance & Payment Bonds (2.5%)	\$	2,523.86

Total Buyboard 728-24 proposed price:	\$	103,478.08
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If you have any questions, please do not hesitate to contact me at 210-842-9609.

Very truly yours,

Jamail and Smith Construction, LP

Jay Hogue
Project Manager

Attachments: RS Means Estimate for City of Leander

Estimator: Project Manager Jay Hogue

Summary of tagged estimates...

Division Summary (MF04)

01 - General Requirements	\$51,490.68
02 - Existing Conditions	\$13,349.50
03 - Concrete	\$9,250.00
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	\$33.36
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	\$14,662.00
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

Priced Line Items(Right Hand)	\$137,341.75
RSMeans AUSTIN, TX CCI 2024Q3, 85.60%	\$(19,777.21)
2024 Buy Board JOC Jamail Standard (-16.0000%)	\$(18,810.32)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$29,837.92
Labor:	\$97,754.53
Equipment:	\$11,749.30
Other:	\$0.00
Laborhours:	437.37
Green Line Items:0	\$0.00

26 - Electrical	\$26,385.25
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	\$6,440.00
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	\$15,894.16
Trades	\$1,836.80
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$139,341.75

Nonpriced Line Items (100.0000%)	\$2,000.00
2024 Buy Board NPP 10% (10.0000%)	\$200.00
Bond (2.5000%)	\$2,523.86

Priced/Non-Priced

Total Priced Items:	63	\$137,341.75	
Total Non-Priced Items:	2	\$2,000.00	1.44%
	65	\$139,341.75	

Grand Total

\$103,478.08

Preliminary Estimate, by line item

Estimator: Project Manager Jay Hogue					Combined estimates...			
Item		Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-31-13-20-0020	Field personnel, clerk, average	Week	2.0000	\$750.00	\$1,500.00	RSM24FAC L, O&P	P
2	01-31-13-20-0020	Field personnel, clerk, average Clerk to run permit	Week	0.2000	\$750.00	\$150.00	RSM24FAC L, O&P	P
3	01-31-13-20-0220	Field personnel, project manager, maximum	Week	5.0000	\$4,274.00	\$21,370.00	RSM24FAC L, O&P	P
4	01-31-13-20-0280	Field personnel, superintendent, maximum	Week	5.0000	\$4,225.00	\$21,125.00	RSM24FAC L, O&P	P
5	01-31-14-20-0040	Single circuit breaker lock out device	Ea.	2.0000	\$32.00	\$64.00	RSM24FAC M, L, O&P	P
6	01-31-14-20-0050	Multi-pole circuit breaker lock out device (15 to 225 Amp)	Ea.	1.0000	\$31.50	\$31.50	RSM24FAC M, L, O&P	P
7	01-31-14-20-0100	Lock out disconnect switch, 100 to 400 Amp Tag out panel	Ea.	1.0000	\$17.15	\$17.15	RSM24FAC M, L, O&P	P
8	01-31-14-20-0180	Lock out sign	Ea.	4.0000	\$29.50	\$118.00	RSM24FAC M, L, O&P	P
9	01-31-14-20-0190	Lock out tag	Ea.	4.0000	\$4.53	\$18.12	RSM24FAC M, L, O&P	P
10	01-54-33-40-0020-3	Rent per week for rent aerial lift, scissor type, to 20' high, 1200 lb. capacity, electric	Ea.	1.0000	\$430.91	\$430.91	RSM24FAC E, O&P	P
11	01-54-36-50-1200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck MOB AND DEMOB FOR GROUND PENETRATING RADAR	Ea.	2.0000	\$258.00	\$516.00	RSM24FAC L, E, O&P	P
12	01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer MOB AND DEMOB FOR SKID STEER	Ea.	6.0000	\$1,025.00	\$6,150.00	RSM24FAC L, E, O&P	P
01 - General Requirements Total						\$51,490.68		
02 - Existing Conditions								
13	02-31-23-10-0100	Ground Penetrating Radar 1 DAY TO SURVEY FOR UNDERGROUND OBSTACLES	Hr.	8.0000	\$235.00	\$1,880.00	RSM24FAC L, O&P	P
14	02-41-13-17-5050	Demolish, remove pavement & curb, remove bituminous pavement, 4" to 6" thick, S.Y. excludes hauling and disposal fees DEMO PAVING		170.0000	\$12.00	\$2,040.00	RSM24FAC L, E, O&P	P
15	02-41-13-17-6100	Demolish, remove pavement & curb, remove concrete curbs, reinforced, excludes hauling and disposal fees REMOVE CONCRETE CURB	L.F.	170.0000	\$8.45	\$1,436.50	RSM24FAC L, E, O&P	P

Preliminary Estimate, by line item

Estimator: Project Manager Jay Hogue

Combined estimates...

02 - Existing Conditions

Item	Description	UM	Quantity	Unit Cost	Total	Book
16 02-41-19-19-0950	Selective demolition, rubbish handling, dumpster, alternate pricing method, disposal fee per ton, average for all sizes, cost to be added to demolition cost HAULING DEMO'D MATERIAL/SPOILS	Ton	54.0000	\$97.00	\$5,238.00	RSM24FAC M, O&P P
17 02-41-19-19-2045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost HAULING DEMO'D MATERIAL TO TRAILER/DUMPSTER	C.Y.	38.0000	\$49.50	\$1,881.00	RSM24FAC L, O&P P
18 02-41-19-19-2045-2085	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, wheeled, cost to be added to demolition cost (Modified using 02-41-19-19-2085) HAULING DEMO'D MATERIAL TO TRAILER/DUMPSTER	C.Y.	38.0000	\$23.00	\$874.00	RSM24FAC L, O&P P

02 - Existing Conditions Total

\$13,349.50

03 - Concrete

19 03-05-05-10-0070	Selective concrete demolition, reinforcing more than 2% cross-sectional area, break up into small pieces, excludes shoring, bracing, saw or torch cutting, loading, hauling, dumping DEMO CONCRETE SIDEWALK	C.Y.	5.0000	\$440.00	\$2,200.00	RSM24FAC L, E, O&P P
20 03-81-13-50-0590	Selective demolition, concrete slab cutting/sawing, minimum labor/equipment charge SAW CUTTING CONCRETE & ASPHALT	Job	6.0000	\$1,175.00	\$7,050.00	RSM24FAC L, E, O&P P

03 - Concrete Total

\$9,250.00

06 - Wood, Plastics, and Composites

21 06-05-23-40-0020	Sheet metal screw, steel, standard, plain, #8 x 3/4"	C	8.0000	\$4.17	\$33.36	RSM24FAC M, O&P P
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06 - Wood, Plastics, and Composites Total

\$33.36

22 - Plumbing

22 22-11-13-44-3320	Pipe, steel, black, flanged, weld neck, 150 lb., 2" diameter, schedule 40, Spec. A-53, includes flange set, yoke & roll hanger assembly, sized for covering, 10' OC	L.F.	170.0000	\$70.00	\$11,900.00	RSM23FAC M, L, E, O&P P
23 22-11-13-44-9164	Pipe, steel, cutting pipe labor, one cut, 2" pipe size or less, schedule 80, shop fabrication, machine cut	Ea.	8.0000	\$21.50	\$172.00	RSM23FAC L, O&P P
24 22-11-13-44-9280	Pipe, steel, Welding labor per joint, 2" pipe size, schedule 40, welding	Ea.	10.0000	\$104.00	\$1,040.00	RSM23FAC L, E, O&P P
25 22-11-13-45-0140	Elbow, 90 Deg., steel, cast iron, black, straight, threaded, standard weight, 2"	Ea.	2.0000	\$134.00	\$268.00	RSM23FAC M, L, O&P P
26 22-11-13-45-0350	Elbow, 45 Deg., steel, cast iron, black, straight, threaded, standard weight, 2"	Ea.	6.0000	\$144.00	\$864.00	RSM23FAC M, L, O&P P

Preliminary Estimate, by line item

Estimator: Project Manager Jay Hogue

Combined estimates...

22 - Plumbing

Item	Description	UM	Quantity	Unit Cost	Total	Book
27 22-11-13-45-0580	Tee, steel, cast iron, black, straight, threaded, standard weight, 2"	Ea.	2.0000	\$209.00	\$418.00	RSM23FAC M, L, O&P
22 - Plumbing Total					\$14,662.00	

26 - Electrical

28 26-05-05-10-1850	Wire, THW-THWN-THHN, #10, electrical demolition, removed from in place conduit, to 10' high	C.L.F.	6.5000	\$19.30	\$125.45	RSM24FAC L, O&P
29 26-05-19-35-0045	Wire connector, screw type, insulated, #12 to #6	Ea.	6.0000	\$5.55	\$33.30	RSM24FAC M, L, O&P
30 26-05-19-90-0030	Wire, copper solid, 600 volt, #12, type THW, normal installation conditions in wireway, conduit, cable tray	C.L.F.	0.6300	\$100.00	\$63.00	RSM24FAC M, L, O&P
31 26-05-19-90-1250	Wire, copper, stranded, 600 volt, #10, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	5.1000	\$141.00	\$719.10	RSM24FAC M, L, O&P
32 26-05-19-90-1350	Wire, copper, stranded, 600 volt, #6, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	5.4000	\$251.00	\$1,355.40	RSM24FAC M, L, O&P
33 26-05-19-90-1650	Wire, copper, stranded, 600 volt, 2/0, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	10.0000	\$780.00	\$7,800.00	RSM24FAC M, L, O&P
34 26-05-29-20-3900	Channels, steel, 1-1/2" x 1-1/2", 12 Ga	L.F.	30.0000	\$22.00	\$660.00	RSM24FAC M, L, O&P
35 26-05-29-20-8070	Channels, steel, 3/4" x 1-1/2" w/12" rods, for 1/2" to 1" conduit	Ea.	25.0000	\$52.00	\$1,300.00	RSM24FAC M, L, O&P
36 26-05-29-20-8080	Channels, steel, 1-1/2" x 1-1/2" w/12" rods, for 1-1/4" to 2" conduit	Ea.	26.0000	\$53.00	\$1,378.00	RSM24FAC M, L, O&P
37 26-05-33-13-5220	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 3/4" diameter	Ea.	12.0000	\$11.00	\$132.00	RSM24FAC L, O&P
38 26-05-33-13-5240	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 1" diameter	Ea.	4.0000	\$12.05	\$48.20	RSM24FAC L, O&P
39 26-05-33-13-5340	EMT offsets, 3/4" diameter, to 15' H	Ea.	8.0000	\$14.20	\$113.60	RSM24FAC L, O&P
40 26-05-33-13-5360	EMT offsets, 1" diameter, to 15' H	Ea.	8.0000	\$16.60	\$132.80	RSM24FAC L, O&P
41 26-05-33-13-5760	EMT elbows, 2" diameter, to 15' H	Ea.	4.0000	\$62.50	\$250.00	RSM24FAC M, L, O&P
42 26-05-33-13-8710	EMT couplings, compression, steel, 3/4" diameter, to 15' H	Ea.	14.0000	\$17.60	\$246.40	RSM24FAC M, L, O&P
43 26-05-33-13-8720	EMT couplings, compression, steel, 1" diameter, to 15' H	Ea.	9.0000	\$22.50	\$202.50	RSM24FAC M, L, O&P
44 26-05-33-13-8750	EMT couplings, compression, steel, 2" diameter, to 15' H	Ea.	4.0000	\$57.50	\$230.00	RSM24FAC M, L, O&P

Preliminary Estimate, by line item

Estimator: Project Manager Jay Hogue

Combined estimates...

26 - Electrical

Item	Description	UM	Quantity	Unit Cost	Total	Book
45 26-05-33-13-8810	EMT boxes connectors, compression, steel, 3/4" diameter, to 15' H	Ea.	8.0000	\$9.10	\$72.80	RSM24FAC M, L, O&P
46 26-05-33-13-8820	EMT boxes connectors, compression, steel, 1" diameter, to 15' H	Ea.	8.0000	\$11.65	\$93.20	RSM24FAC M, L, O&P
47 26-05-33-14-0220	Electric metallic tubing, 3/4" diameter, to 10' high, includes 11 couplings per 100'	L.F.	140.0000	\$5.35	\$749.00	RSM24FAC M, L, O&P
48 26-05-33-14-0240	Electric metallic tubing, 1" diameter, to 10' high, includes 11 couplings per 100'	L.F.	90.0000	\$7.45	\$670.50	RSM24FAC M, L, O&P
49 26-05-33-14-0300	Electric metallic tubing, 2" diameter, to 10' high, includes 11 couplings per 100'	L.F.	240.0000	\$15.20	\$3,648.00	RSM24FAC M, L, O&P
50 26-05-33-16-0370	Outlet boxes, pressed steel, 4-11/16" square, 2-1/8" deep, 3/4" to 1-1/4" KO	Ea.	2.0000	\$54.50	\$109.00	RSM24FAC M, L, O&P
51 26-05-33-18-2300	Pull boxes, steel, type SC, raintight & weatherproof, 12" L x 12" W x 6" D, NEMA 3R	Ea.	1.0000	\$253.00	\$253.00	RSM24FAC M, L, O&P
52 26-05-33-25-2290	Conduit fittings for rigid galvanized steel, LB, LR or LL fittings & covers, 3/4" diameter	Ea.	2.0000	\$81.00	\$162.00	RSM24FAC M, L, O&P
53 26-05-33-25-2300	Conduit fittings for rigid galvanized steel, LB, LR or LL fittings & covers, 1" diameter	Ea.	2.0000	\$101.00	\$202.00	RSM24FAC M, L, O&P
54 26-05-33-95-3080	Knockouts, metal boxes & enclosures, with hole saw, 2" pipe size, to 8' high	Ea.	8.0000	\$32.50	\$260.00	RSM24FAC L, O&P
55 26-24-16-20-2830	Circuit breakers, bolt-on, high interrupting capacity, 1 pole, 277/480 V, 30 amp	Ea.	2.0000	\$505.00	\$1,010.00	RSM24FAC M, L, O&P
56 26-24-16-20-2850	Circuit breakers, bolt-on, high interrupting capacity, 3 pole, 277/480 V, 60 amp	Ea.	1.0000	\$1,475.00	\$1,475.00	RSM24FAC M, L, O&P
57 26-24-16-30-3360	Panelboards, 3 pole 4 wire, main circuit breaker, 120/208 V, 100 amp	Ea.	1.0000	\$2,525.00	\$2,525.00	RSM24FAC M, L, O&P
58 26-27-26-20-2482	Duplex receptacle, ground fault interrupting, 20 amp	Ea.	4.0000	\$75.00	\$300.00	RSM24FAC M, L, O&P
59 26-27-26-20-2800	Wall plate, stainless steel, 2 gang	Ea.	2.0000	\$33.00	\$66.00	RSM24FAC M, L, O&P

26 - Electrical Total

\$26,385.25

31 - Earthwork

60 31-23-23-20-2000	Excavated or borrow, loose cubic yards, small excavation job, 8 C.Y. truck per hour, excludes loading equipment 8*4 = 32.00	Hr.	40.0000	\$161.00	\$6,440.00	RSM24FAC L, E, O&P
---------------------	--	-----	---------	----------	------------	-----------------------

31 - Earthwork Total

\$6,440.00

Alternate

Preliminary Estimate, by line item

Estimator: Project Manager Jay Hogue					Combined estimates...			
Alternate								
	Item	Description	UM	Quantity	Unit Cost	Total	Book	
61	01-41-26-50-0023	Plumbing Permit Fee Plumbing Permit	Ea.	1.0000	\$1,000.00	\$1,000.00	CUSTOM M, O&P	N
62	01-41-26-50-0024	Electrical Permit Fee Electrical Permit	Ea.	1.0000	\$1,000.00	\$1,000.00	CUSTOM M, O&P	N
63	01-54-33-20-0346-3	Rent per week for rent excavator attachment, hydraulic hammer, 4000 ft lbs USED 15.73 X 8 = 125.84 PER DAY x 5 = 629.20 per week FOR HOURLY OPERATING COST USED 100.95 X 8 = 807.60 PER DAY x 5 FOR OPERATOR	Ea.	2.0000	\$5,755.25	\$11,510.50	CUSTOM M, L, E, O&P	P
64	01-54-33-20-4890-2	Rent per day for rent loader, skid steer, wheeled, 1 CY 78 HP, diesel USED 21.52 X 8 = 172.16 PER DAY FOR HOURLY OPERATING COST USED 100.95 X 8 = 807.60 PER DAY FOR OPERATOR	Ea.	2.0000	\$1,191.83	\$2,383.66	CUSTOM M, L, E, O&P	P
		Alternate Total					\$15,894.16	
Trades								
65	PLUM	Plumbers - 2024 RSMeans Facilities O&P Rate Labor only to perform standing head test on installed gas piping 2*8 = 16.00	Hour	16.0000	\$114.80	\$1,836.80	Trades L, O&P	P
		Trades Total					\$1,836.80	
Estimate Grand Total					103,478.08			



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Approval of a Special Event Permit and street closures for the Martin Luther King Day March and Celebration being held on Monday, January 20, 2025 beginning at 10:00 a.m. in Old Town Park.

BACKGROUND:

In partnership with the Leander Public Arts & Culture Commission, the City of Leander will co-host the MLK Day March and Celebration on Monday, January 20, 2025, from 10:00 a.m. to 2:00 p.m. The event will feature a march, food and beverage vendors, craft vendors, information booths, and performers.

A special event permit is requested for street closures for the March and festival.

The following streets are proposed to be closed from 7:00 a.m. to 4:00 p.m. on the day of the event:

- West Willis Street between Bagdad Street and Brushy Street
- West South Street between West Street and US 183
- Brushy Street between West Willis Street and Atkins Street
- Closures include portions of W. South Street, N. West Drive, Municipal Drive, and S. West Drive for the march route from 9:30 a.m. to 11:30 a.m.

Additional Considerations:

- The Parks and Recreation Department will provide assistance and planning as needed, primarily hosting the MLK Day March, providing all sound equipment for festival music, and enlisting a Master of Ceremonies.
- Ensure the grounds are as presentable as possible (i.e. mowed, trimmed; treated for fire ants, etc.) immediately before the festival.
- Along with other City Departments, they set up and remove blockades for March/festival as needed,
- Place waste cans and dispose of trash.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff respectfully requests Council approval of a special permit to allow for street closures at the times and locations referenced above. Approval is also recommended for the additional considerations outlined.

PRESENTER:

Greg Olmer, Interim Parks & Recreation Director

Fiscal Impact

Attachments:

1. Vendor Map
2. Barricade Assignments
3. March Route
4. Parking Map



Vendor Check-in at W Willis St and Bagdad St

A-F	Food Vendors	1-35	Vendors
	Portable Toilets		Information/Parks Tent
	Trashcans		Risers

Leander MLK Day March and Celebration 2025 Barricade Placement and Assignment

CELEBRATION BARRICADES (7:00am – 4:00pm)

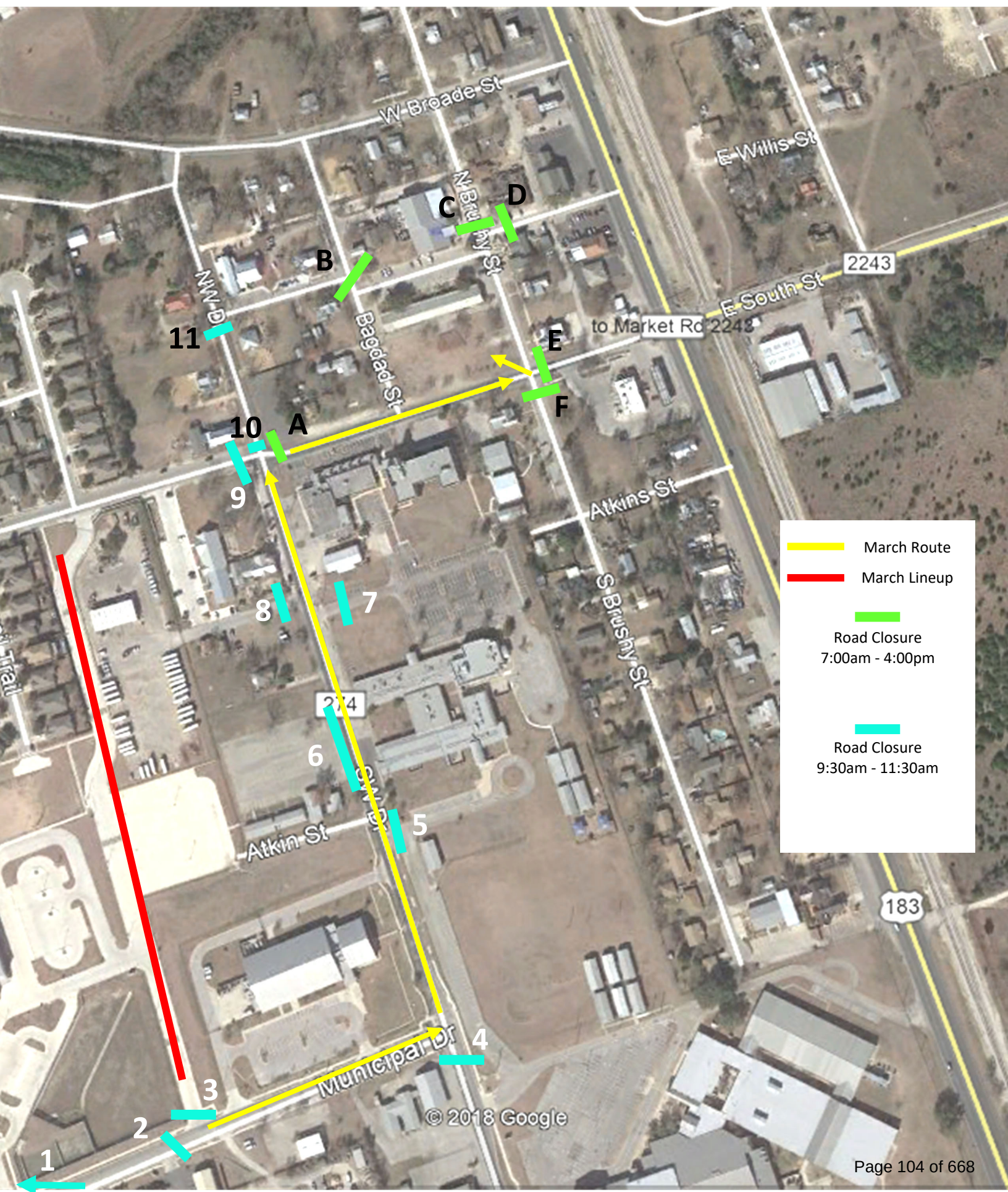
A. East side of South/West Drive	Water barricades	PW	Manned
• Middle 2 barricades not filled • Remove middle 2 barricades at 9:30am • Place again and fill after the march goes through			
B. W. Willis/Bagdad St.	Panel barricade	PW/PARD	Manned
C. North side of N Brushy/W Willis	Water barricades	PW	Manned
D. W. Willis/Brushy Street	Water barricades	PW	Unmanned
E. South/Brushy	Water barricades	PW	Unmanned
F. Brushy/South	Water barricades	PW	Unmanned

MARCH BARRICADES (9:30am – 11:30am)

1. At Municipal at Northern Trail	Detour Sign	PW	Unmanned
2. Across Municipal at Camacho Entry	Police car w/lights	Police	Manned
3. Camacho Parking Lot	Cones	PARD	Manned
4. West Drive/Municipal	Police car w/lights	Police	Manned
5. LEO south lot entrance	Bike racks	PARD	Manned
6. North lot of Atkin/West	Cones	PARD	Manned
7. LEO Center parking lot/West	Bike racks	PARD	Manned
8. Methodist Church south entrance	Bike racks	PARD	Manned
9. West side of South/West	Police car w/lights	Police	Manned
10. North side of West/South	Panel barricades	PW	Manned
11. South side of West/Willis	Police car w/lights	Police	Manned

Updated: November 14, 2024

2025 MLK Day March and Celebration Map



MLK Day March and Celebration Parking Map



All LISD lots will be available for parking.

— = No street parking



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Approval of the purchase of a replacement vehicle for the Fire Department Shift Commander, utilizing HGACBuy contract FS12-23 from Chastang Ford in the amount of \$130,848.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Fire Department budgeted for a replacement vehicle for the shift commander, which is scheduled for replacement in Fiscal Year 2024. Due to shortages, we were unable to get the purchase completed in Fiscal Year 2024, so the funds have been carried over to Fiscal Year 2025. The HGACBuy contract will provide the replacement vehicle through Chastang Ford, and the upfitting of vehicle accessories to include the graphics and emergency lights will be through Siddons-Martin Emergency Group.

Local Government Code §271.012: Cooperative Purchasing Program Participation, provides that a local government that purchases good 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. HGACBuy contract FS12-23 will be used to meet this requirement.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Billy Wusterhausen, Fire Chief

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$130,848.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	Vehicle Reserve Fund-14

Attachments:

1. HGACBuy Contract Pricing Worksheet



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Approval of the purchase of four (4) 2024 Chevrolet Silverado 4x4 vehicles for the Police Department in the amount of \$356,208.00 from Sewell Chevrolet pursuant to Solicitation S24-003 awarded January 4, 2024; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Fiscal Year 2025 budget includes funding to purchase four (4) new patrol vehicles for the Police Department. This allocation supports two (2) new positions and provides the two (2) additional vehicles requested to update the department's fleet by retiring older units that have exceeded their operational lifespan. Maintaining a modern and reliable fleet is crucial to ensuring effective law enforcement operations and officer safety.

Each vehicle costs \$89,052.00, which includes \$55,645.00 for the base price of a 2024 police package Chevy Silverado and \$33,407.00 for upfitting and delivery. Upfitting covers the procurement and installation of essential police equipment, such as emergency lighting, communication systems, protective partitions, and other specialized tools necessary for patrol operations.

This investment underscores the department's commitment to equipping officers with safe, dependable, and fully outfitted vehicles, enabling them to respond promptly and effectively to incidents across the community.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval

PRESENTER:

Robert G. Powers, Executive Finance Director
Greg Minton, Police Chief

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$356,208.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New/ Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Vehicle Reserve Fund 14-41-7000

Attachments:

1. Sales Orders



Sewell Chevrolet of Andrews
1011 S. Main Street | Andrews, TX 79714
432.498.0421 | teamsewell.com

AUTOMOBILE SALES ORDER

Sold To City Of Leander Date 10/22/2024 Deal # 515062
Residence 105 N Brushy Street Leander TX 78641 RES # _____
Mailing Address _____ BUS # (512) 528-2773
Email ckaufman@leandertx.gov Salesman _____

New XX Car 2024 Chevrolet Silverado 1500 \$ 55420.00
Used _____
Rental _____ Car No: VIN No.
Demo _____ Accessories Upfit \$ 32657.00
Transportation 750.00

TOTAL ACCESSORIES 33407.00

Rebate(s) \$ _____

Trade \$ _____

TOTAL SELLING PRICE INCLUDING ACCESSORIES

\$ 88827.00

DEALER'S INVENTORY TAX

THE DEALER'S INVENTORY TAX CHARGE IS INTENDED TO REIMBURSE THE DEALER FOR AD VALOREM TAXES ON ITS MOTOR VEHICLE INVENTORY. THE CHARGE, WHICH IS PAID BY THE DEALER TO THE COUNTY TAX ASSESSOR-COLLECTOR, IS NOT A TAX IMPOSED ON A CONSUMER BY THE GOVERNMENT, AND IT IS NOT REQUIRED TO BE CHARGED BY THE DEALER TO THE CONSUMER.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

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Documentary Fee \$ 225.00

Tax, Title & License: _____ \$ 0.00

Payoff _____ \$ _____

Auto Insurance _____ \$ _____

Credit Life & Accident _____ \$ _____

Other _____ \$ _____

Total \$ 89052.00

Trade in N/A Co. No. _____

Motor No. _____ License No. _____ \$ _____

Cash _____ \$ N/A

Finance \$ 89052.00 Payments at 1 Beginning 10/22/2024

Customer Number Lien to: _____

Trade Difference _____

Total \$ 89052.00

Insurance _____

Title Approved _____

Buyer assumes responsibility for any difference in pay-off in excess of amount shown above, and will pay such difference in cash on demand. If not so paid, buyer authorizes dealer to increase the monthly payments and contract balance to cover the difference and finance charges thereon.



Sewell Chevrolet of Andrews
1011 S. Main Street | Andrews, TX 79714
432.498.0421 | teamsewell.com

AUTOMOBILE SALES ORDER

Sold To City Of Leander Date 10/23/2024 Deal # 515133
Residence 105 N Brushy Street Leander TX 78641 RES # _____
Mailing Address _____ BUS # (512) 528-2773
Email ckaufman@leandertx.gov Salesman _____

New XX Car 2024 Chevrolet Silverado 1500 \$ 55420.00
Used _____
Rental _____ Car No: VIN No.
Demo _____ Accessories Upfit \$ 32657.00
Transportation 750.00

TOTAL ACCESSORIES 33407.00

Rebate(s) \$ _____

Trade \$ _____

TOTAL SELLING PRICE INCLUDING ACCESSORIES

\$ 88827.00

DEALER'S INVENTORY TAX

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Documentary Fee \$ 225.00

Tax, Title & License: _____ \$ 0.00

Payoff _____ \$ _____

Auto Insurance _____ \$ _____

Credit Life & Accident _____ \$ _____

Other _____ \$ _____

Total \$ 89052.00

Trade in N/A Co. No. _____

Motor No. _____ License No. _____ \$ _____

Cash _____ \$ N/A

Finance \$ 89052.00 Payments at 1 Beginning 10/23/2024

Customer Number Lien to: _____

Trade Difference _____

Total \$ 89052.00

Insurance _____

Title Approved _____

Buyer assumes responsibility for any difference in pay-off in excess of amount shown above, and will pay such difference in cash on demand. If not so paid, buyer authorizes dealer to increase the monthly payments and contract balance to cover the difference and finance charges thereon.

R_FTX_SO_SEWCHEV_PP1

Signature _____



Sewell Chevrolet of Andrews
1011 S. Main Street | Andrews, TX 79714
432.498.0421 | teamsewell.com

AUTOMOBILE SALES ORDER

Sold To City Of Leander Date 10/23/2024 Deal # 515135
Residence 105 N Brushy Street Leander TX 78641 RES # _____
Mailing Address _____ BUS # (512) 528-2773
Email ckaufman@leandertx.gov Salesman _____

New XX Car 2024 Chevrolet Silverado 1500 \$ 55420.00
Used _____
Rental _____ Car No: VIN No.
Demo _____ Accessories Upfit \$ 32657.00
Transportation 750.00

TOTAL ACCESSORIES 33407.00

Rebate(s) \$ _____

Trade \$ _____

TOTAL SELLING PRICE INCLUDING ACCESSORIES

\$ 88827.00

DEALER'S INVENTORY TAX

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Documentary Fee \$ 225.00

Tax, Title & License: _____ \$ 0.00

Payoff _____ \$ _____

Auto Insurance _____ \$ _____

Credit Life & Accident _____ \$ _____

Other _____ \$ _____

Total \$ 89052.00

Trade in N/A Co. No. _____

Motor No. _____ License No. _____ \$ _____

Cash _____ \$ N/A

Finance \$ 89052.00 Payments at 1 Beginning 10/23/2024

Customer Number Lien to: _____

Trade Difference _____

Total \$ 89052.00

Insurance _____

Title Approved _____

Buyer assumes responsibility for any difference in pay-off in excess of amount shown above, and will pay such difference in cash on demand. If not so paid, buyer authorizes dealer to increase the monthly payments and contract balance to cover the difference and finance charges thereon.



Sewell Chevrolet of Andrews
1011 S. Main Street | Andrews, TX 79714
432.498.0421 | teamsewell.com

AUTOMOBILE SALES ORDER

Sold To City Of Leander Date 10/23/2024 Deal # 515136
Residence 105 N Brushy Street Leander TX 78641 RES # _____
Mailing Address _____ BUS # (512) 528-2773
Email ckaufman@leandertx.gov Salesman _____

New XX Car 2024 Chevrolet Silverado 1500 \$ 55420.00
Used _____
Rental _____ Car No: VIN No.
Demo _____ Accessories Upfit \$ 32657.00
Transportation 750.00

TOTAL ACCESSORIES 33407.00

Rebate(s) \$ _____

Trade \$ _____

TOTAL SELLING PRICE INCLUDING ACCESSORIES

\$ 88827.00

DEALER'S INVENTORY TAX

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Documentary Fee \$ 225.00

Tax, Title & License: _____ \$ 0.00

Payoff _____ \$ _____

Auto Insurance _____ \$ _____

Credit Life & Accident _____ \$ _____

Other _____ \$ _____

Total \$ 89052.00

Trade in N/A Co. No. _____

Motor No. _____ License No. _____ \$ _____

Cash _____ \$ N/A

Finance \$ 89052.00 Payments at 1 Beginning 10/23/2024

Customer Number Lien to: _____

Trade Difference _____

Total \$ 89052.00

Insurance _____

Title Approved _____

Buyer assumes responsibility for any difference in pay-off in excess of amount shown above, and will pay such difference in cash on demand. If not so paid, buyer authorizes dealer to increase the monthly payments and contract balance to cover the difference and finance charges thereon.



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Approval of the purchase of one (1) 2024 Dodge Durango vehicle for the Police Department in the amount of \$65,421.50 from Sewell Ford pursuant to Solicitation S24-003 awarded January 4, 2024; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Fiscal Year 2025 budget includes funding for the purchase of one (1) 2024 Dodge Durango for \$65,421.50 from Sewell Ford to support a new Criminal Investigations Division (CID) position.

The price per vehicle includes \$49,251.50 for the 2024 police package Dodge Durango and \$16,170.00 for upfitting and delivery charges. Upfitting covers the purchase and installation of essential police equipment, including emergency lights, sirens, a console, prisoner cage, storage box, graphics, and other specialized tools.

This investment highlights the department's dedication to providing investigators with safe, fully equipped, and dependable vehicles to enhance operational efficiency and ensure officer safety.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Robert G. Powers, Executive Finance Director
Greg Minton, Police Chief

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$65,241.50
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	General Fund/ Police CID 01-44-7000

Attachments:

1. 516223 BO Leander Durango



Sewell Ford of Odessa
4400 Parks Legado Rd | ODESSA, TX 79765
432.498.0421 | teamsewell.com

AUTOMOBILE SALES ORDER

Sold To City Of Leander Date 11/12/2024 Deal # 516223
Residence 105 N Brushy Street Leander TX 78641 RES # _____
Mailing Address _____ BUS # (512) 528-2773
Email ckaufman@leandertx.gov Salesman _____

New XX Car 2024 Dodge Durango \$ 48925.00
Used _____
Rental _____ Car No: VIN No.
Demo _____ Accessories Upfit \$ 15670.00
Transportation 500.00

TOTAL ACCESSORIES 16170.00

Rebate(s) \$ _____
Trade \$ _____
\$ 65095.00

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Documentary Fee \$ 225.00
Tax, Title & License: Title & Lic 101.50 \$ 101.50
Payoff _____ \$ _____
Auto Insurance _____ \$ _____
Credit Life & Accident _____ \$ _____
Other _____ \$ _____
Total \$ 65421.50

Trade in N/A Co. No. _____
Motor No. _____ License No. _____ \$ _____
Cash _____ N/A
Finance \$ 65421.50 Payments at 1 Beginning 11/12/2024
Customer Number Lien to: _____
Trade Difference _____
Total \$ 65421.50

Insurance _____
Title Approved _____

Buyer assumes responsibility for any difference in pay-off in excess of amount shown above, and will pay such difference in cash on demand. If not so paid, buyer authorizes dealer to increase the monthly payments and contract balance to cover the difference and finance charges thereon.

R_FTX_SO_SEWFORD_PP1

Signature _____



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case FP-21-0019 Rosenbusch Phase 4 Final Plat; more particularly described by Williamson Central Appraisal District Parcel R599344; generally located to the east of the intersection of Vista Ridge Drive and Lakeline Boulevard; Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Rosenbusch Phase 4 Final Plat form 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 an extension of the application in order to allow for the construction of the subdivision improvements to be completed.

HISTORY/TIMELINE:

07/20/2020 - Preliminary Plat Approved
04/23/2022 - Final Plat Application Expired
10/23/2022 - Final Plat Application Staff Extension Expired
04/23/2023 - Final Plat Application City Council Extension Expired
10/23/2023 - Final Plat Application City Council Extension Expired
04/23/2024 - Final Plat Application City Council Extension Expired
10/23/2024 - Final Plat Application City Council Extension Expired

APPLICANT/AGENT:

Faris Abboushi, LDC

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 April 23, 2025 and will allow the developer to finalize the plat requirements for staff approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. FP-21-0019 Att 1 Rosenbusch Ranch Ph 4 - Extension Request
2. FP-21-0019 Att 2 Rosenbusch Ranch Ph 4 - Location Map
3. FP-21-0019 Att 3 Rosenbusch Ranch Ph 4 - Ordinance

November 5, 2024

Robin M. Griffin, AICP
Planning Director
City of Leander
512-528-2763

RE: **Application Extension Request**
Rosenbusch Ranch Phase 4 Final Plat (21-FP-019)

Dear Ms. Griffin,

Please accept this letter as HR Green's formal request for an Application Extension for the Rosenbusch Ranch Phase 4 Final Plat application (21-FP-019), currently set to expire on 10/23/2023.

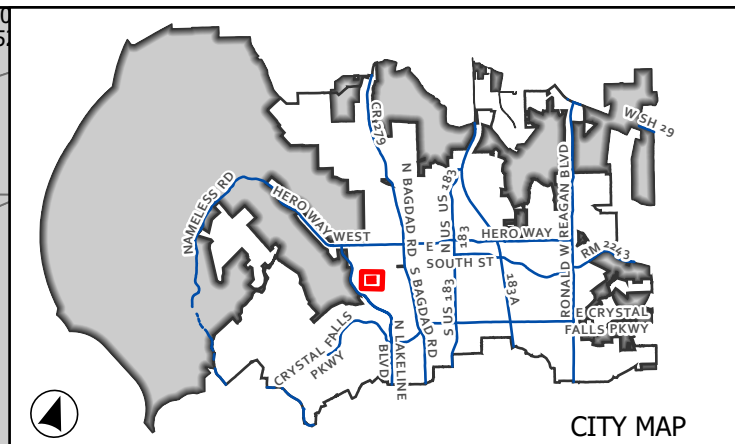
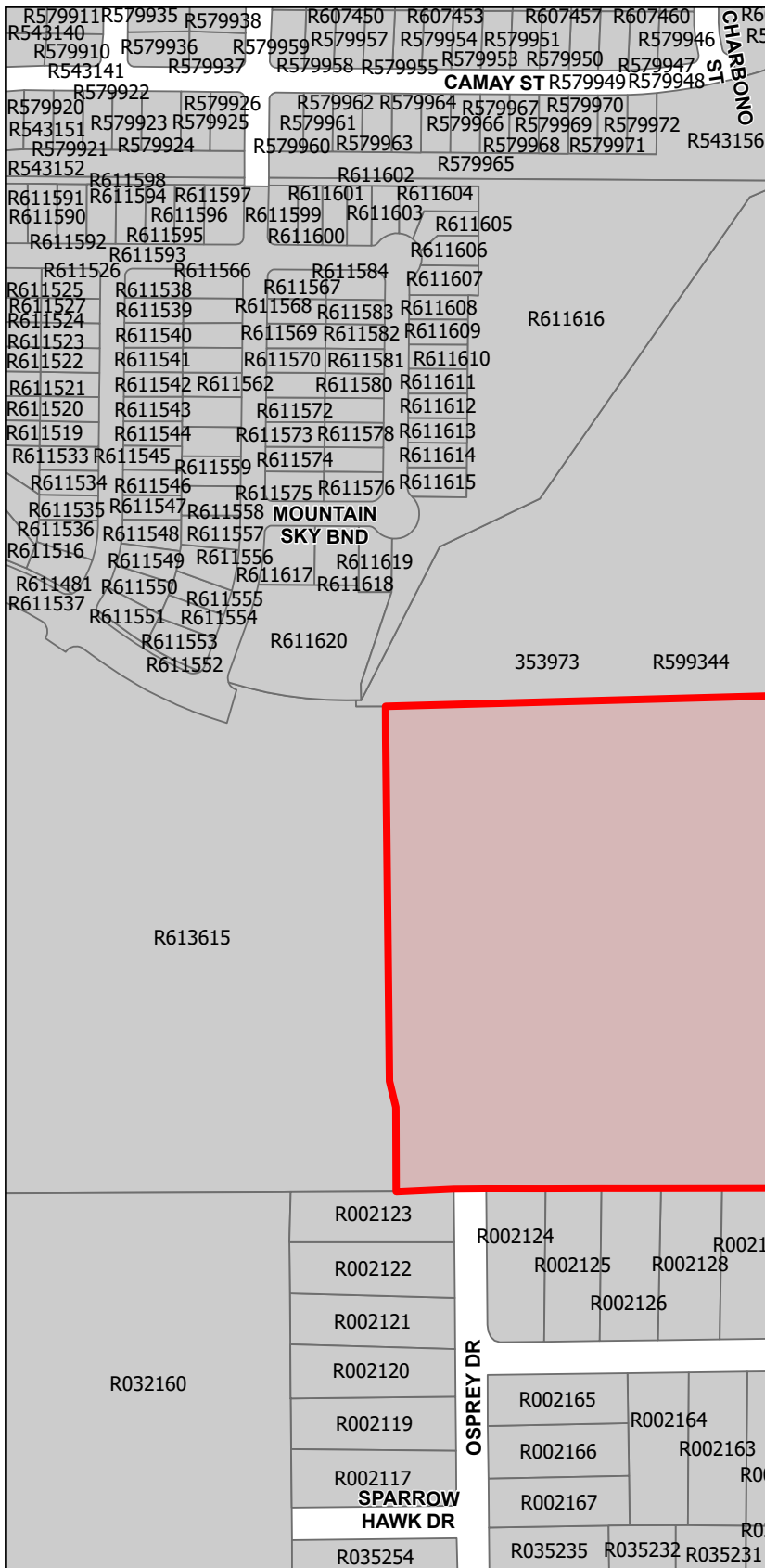
The application was last extended at City Council from 4/23/2022 to 10/23/2024. We are seeking another extension of the final plat application to allow construction to be completed early next year. A copy of this letter, along with the required \$ 300 payments, will be submitted via the online Hub.

We appreciate your assistance in this matter and are available to provide any additional information needed from our office at this time.

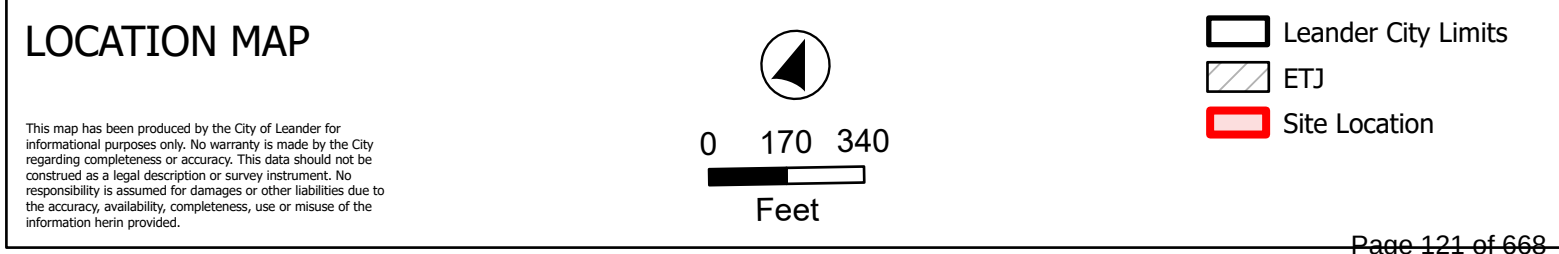
Sincerely,



Faris Abboushi, PE
HR Green
TBPE Firm #16384



CASE: FP-21-0019 ATTACHMENT 2 ROSENBUSCH RANCH PH 4



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 ROSENBUSCH RANCH
PHASE 4 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 Rosenbusch Ranch Phase 4 final plat application (the "Final Plat Application") which expires on or about October 23, 2022;

WHEREAS, the City Council granted one six (6) month extension for the Rosenbusch Ranch Phase 4 final plat application (the "Final Plat Application") which expires on or about April 23, 2023;

WHEREAS, the City Council granted one six (6) month extension for the Rosenbusch Ranch Phase 4 final plat application (the "Final Plat Application") which expires on or about October 23, 2023;

WHEREAS, the City Council granted one six (6) month extension for the Rosenbusch Ranch Phase 4 final plat application (the "Final Plat Application") which expired on or about April 23, 2024;

WHEREAS, the City Council granted one six (6) month extension for the Rosenbusch Ranch Phase 4 final plat application (the "Final Plat Application") which expired on or about October 23, 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 April 23, 2025. In the event that the Final Plat Application is not approved by the Planning and Zoning Commission on or before April 23, 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 this the 5th day of December, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0123 to amend the Northline Planned Unit Development on several parcels of land 115.7076 acres $\pm$ 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.

BACKGROUND:

This request is the final 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.

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 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.

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
11/21/2024 – City Council, 2nd Public Hearing

APPLICANT/AGENT:

Northline Leander Development Company, LP (Alexander H. Tynberg)

RECOMMENDATION:

The City Council unanimously approved the zone change request during the November 21, 2024 meeting.

PRESENTER:

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

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:

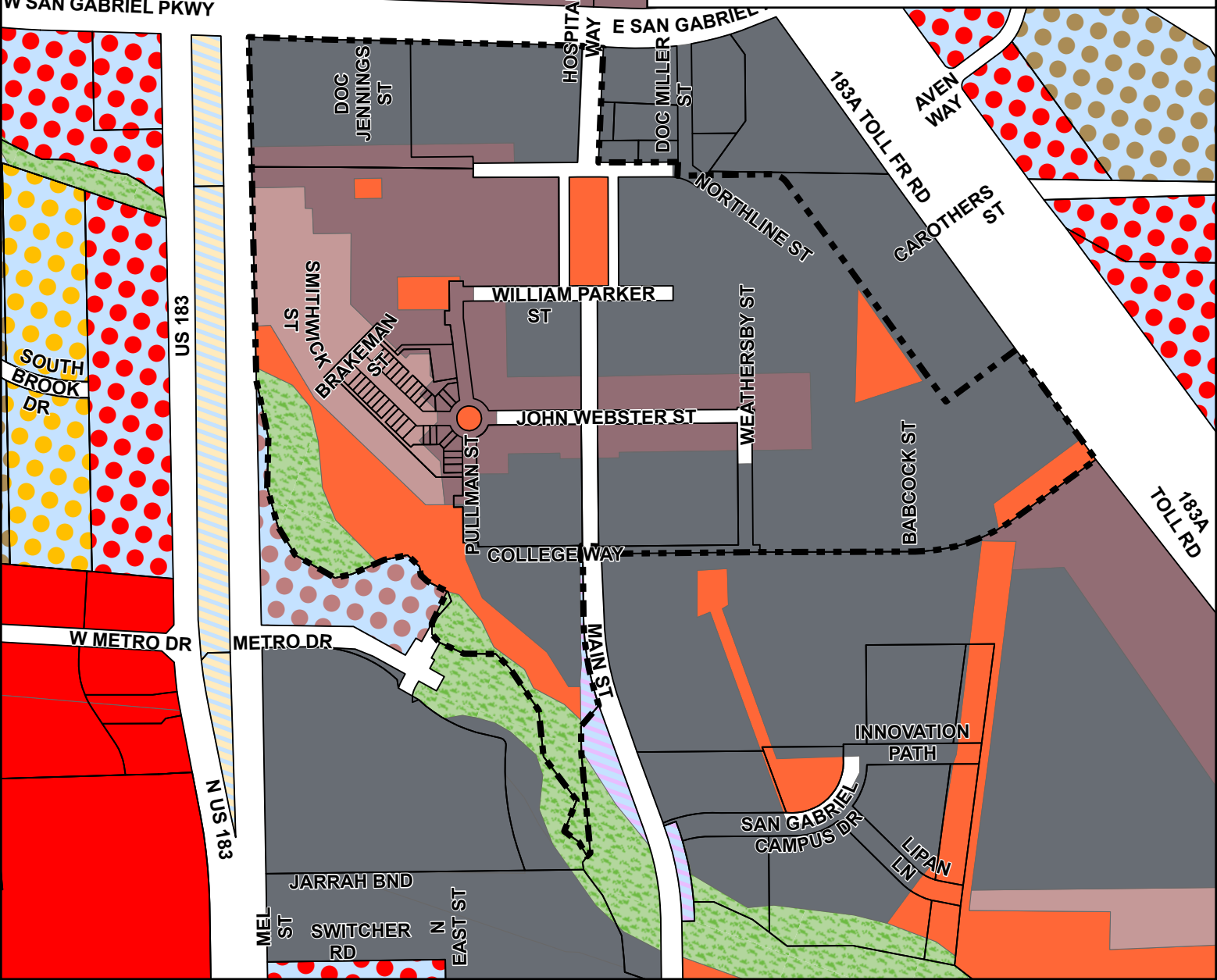
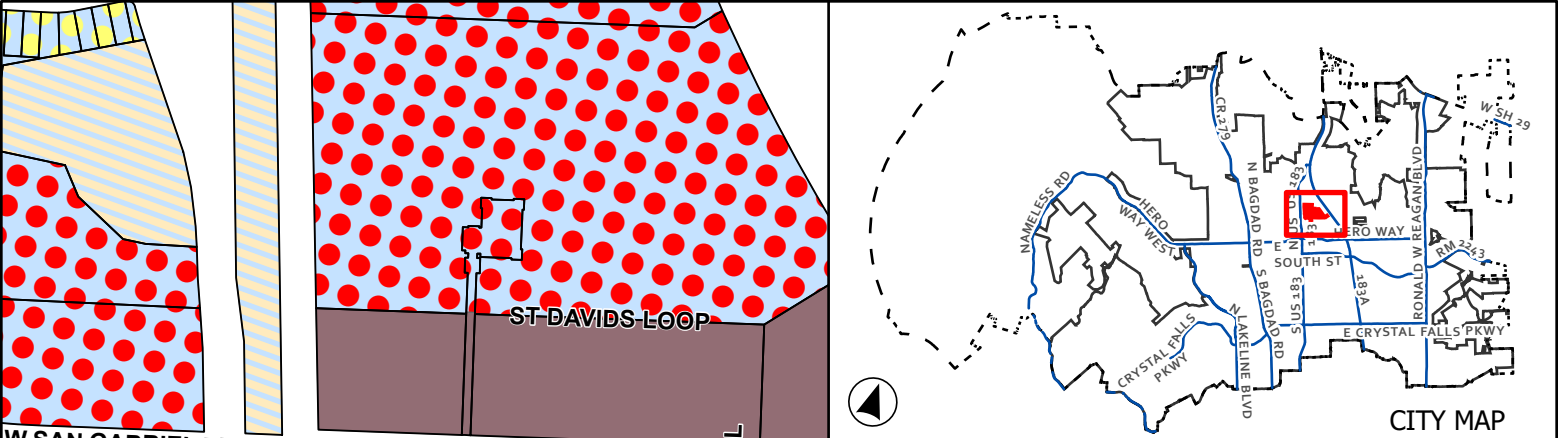
- **EXHIBIT A:**
 - i. Addition of Exhibit A-4 "Excluded Parcel" that is tied to the Northline Retail PUD project Z-24-0127. This change removes a portion of the original Northline PUD and allows for conventional development.
- **EXHIBIT B:**
 - i. Addition of an "Optional Site" area, as shown in Exhibit 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 and magenta (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 & 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

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 herein provided.

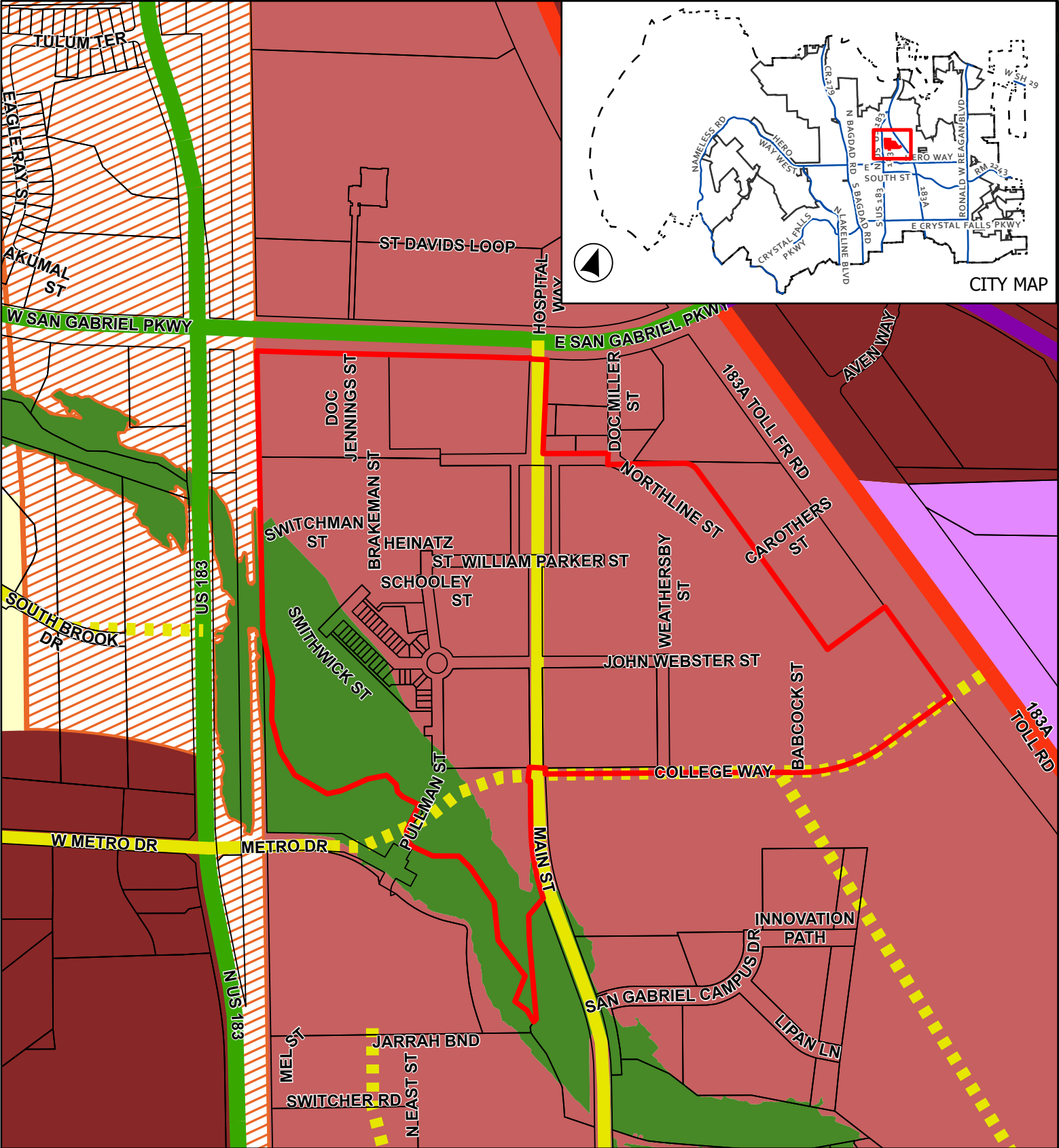
- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- GC - General Commercial
- PUD - Single-Family
- PUD - Townhomes

- 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

Page 138 of 668



CASE: Z-24-0123

ATTACHMENT 3

**NORTHLINE PUD AMENDMENT #2
MAJOR AMENDMENT EXISTING PUD**

Future Land Use Map



0 237.5 475

Feet

- Leander City Limits
- ETJ Boundary
- Subject Boundary

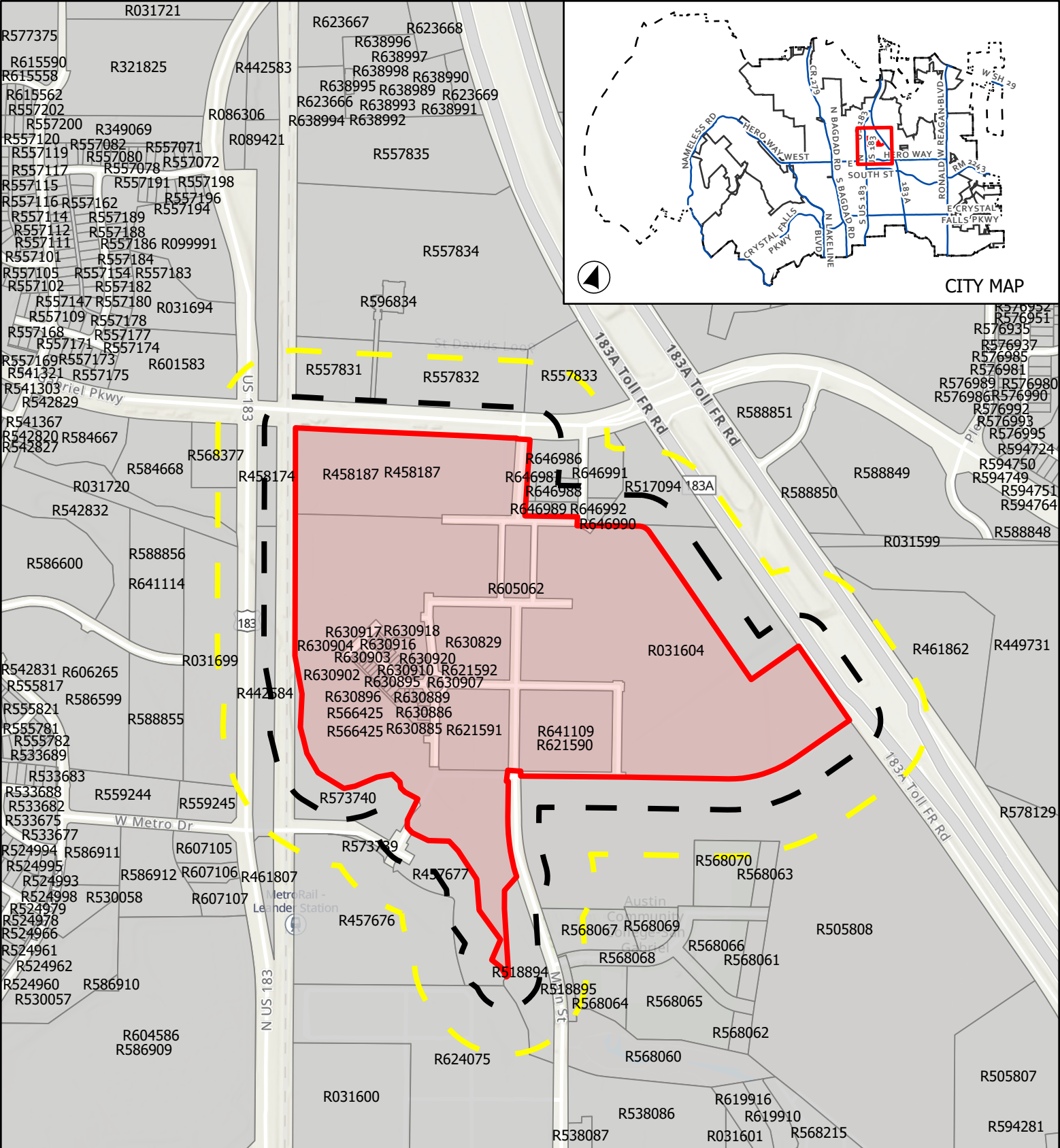
Future Land Use

- 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



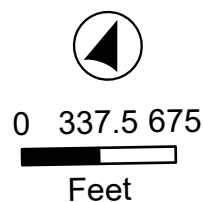
CASE: Z-24-0123

ATTACHMENT 4

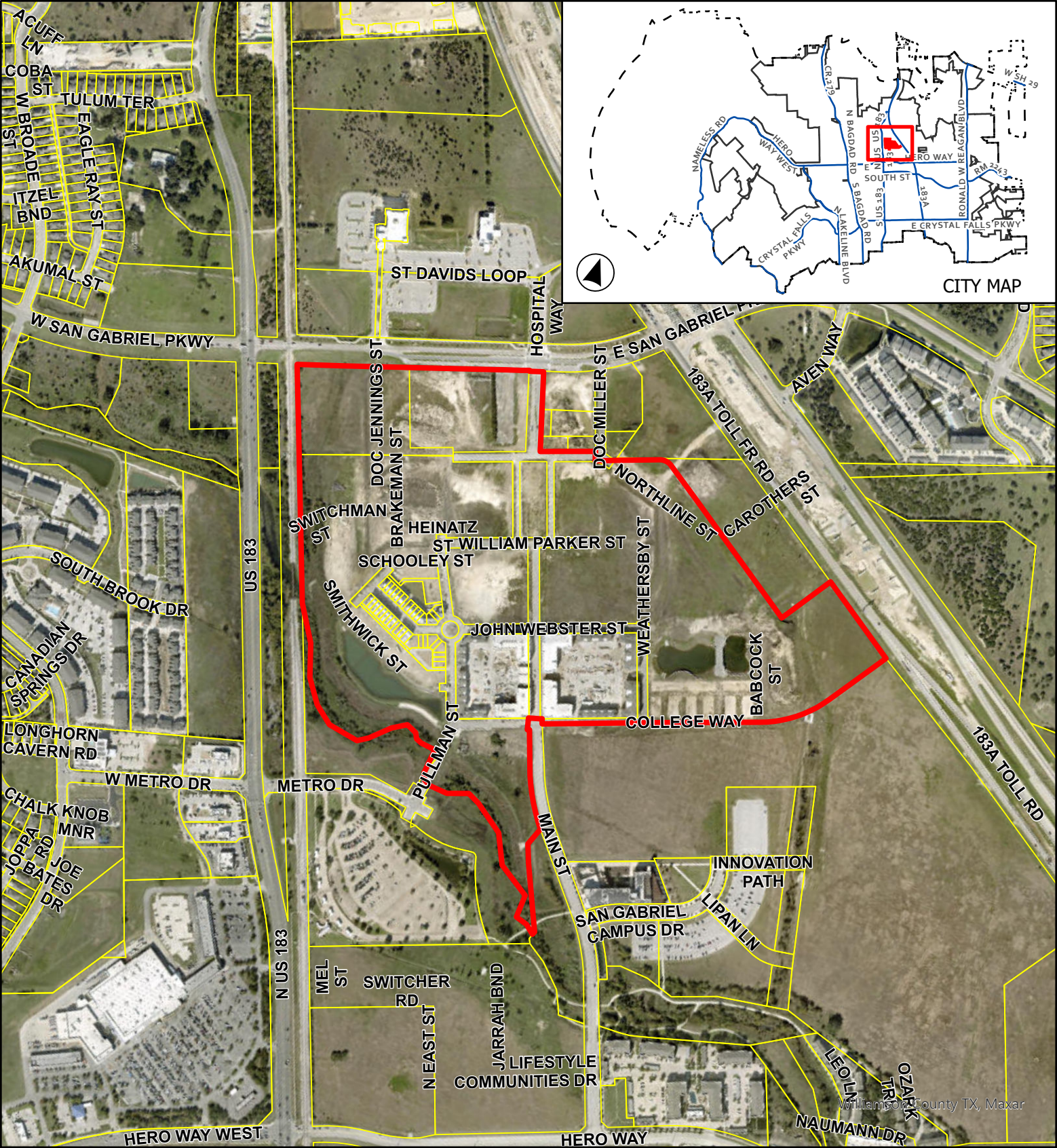
NORTHLINE PUD AMENDMENT #2
MAJOR AMENDMENT EXISTING PUD

Public Notification

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- City Limits
- ETJ Boundary
- Subject Boundary
- Notification Buffer
- 200'
- 500'



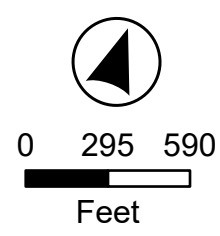
CASE: Z-24-0123

ATTACHMENT 5

**NORTHLINE PUD AMENDMENT #2
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 herein provided.



- 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

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:



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jward@4wardls.com
www.4wardls.com

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 I 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 I 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 I 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 I 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

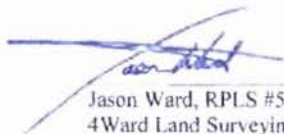
- 3) **S69°24'42"W**, a distance of **1,157.38** feet to a 1/2-inch iron rod with "Ward-5811" cap set for the southwest corner hereof, said point being the northwest corner of said 100.000 acre Austin Community College District tract, and being in the east right-of-way line of said Mel Mathis Boulevard;

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)


Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

2/1/17



EXHIBIT A-2



DOROTHY R. WINTERS EXEMPT FAMILY TRUST
WILLIAM MANCIL SURVEY, ATRACT 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, ATRACT 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:

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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;

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Page 2 of 3



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;

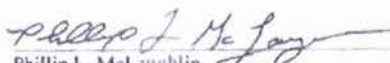
THENCE leaving the common line of said 159.838 Acre Tract and said 269.836 Acre Tract and continuing over and across said 159.838 Acre Tract with the easterly line of said 0.821 Acre Tract, same being the westerly line of the herein described tract, the following two (2) courses:

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
Registered Professional Land Surveyor
State of Texas No. 5300

07-19-16

Bearings are based on the Texas Coordinate System, NAD 83, Central Zone.

G&R Surveying Project No. 16240
ATTACHMENTS: 16240 GR-ALTA.DWG



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EXHIBIT A-3

EXHIBIT " "

Talbot Chambers Survey, Abstract No. 125

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:



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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;

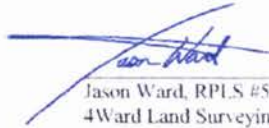
THENCE, over and across said Lot 2, the following twenty-five (25) courses and distances:

- 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)


Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

3/19/18



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.

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EXHIBIT A-5

EXHIBIT “ ”

Talbot Chambers Survey, Abstract No. 125 &
William Mansil Survey Abstract No. 437

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:



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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 ~~HF~~ and ~~KJ~~ 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), ~~PN~~ and ~~QO~~) 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 ~~PN~~ and ~~QO~~) 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 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-2A 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) Civic Space P-5: 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) Civic Space P-7: 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 SX, 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 ~~PN~~, ~~QO~~, ~~Y~~, ~~T~~ and ~~ZU~~, 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, ~~at a minimum of 50%~~ of the ground floor of buildings along Frontages adjacent to Block ~~J~~ (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 ~~PN~~, ~~QO~~, ~~Y~~, ~~T~~ and ~~ZU~~ 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 BBX 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 remainder 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 ledgerstone, 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.

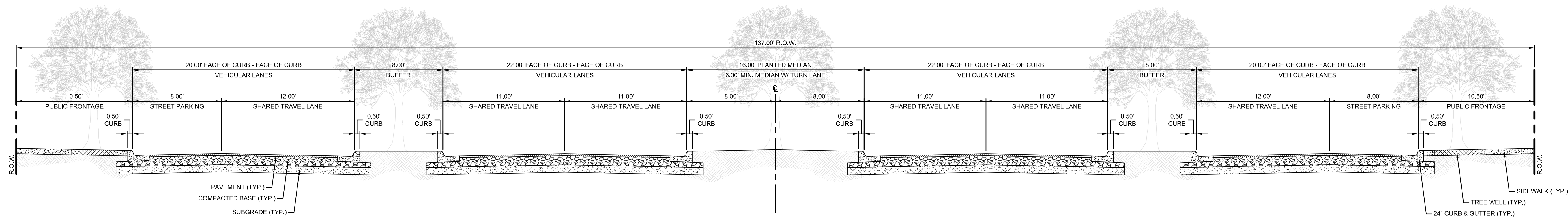
- (ii) Corner lots shall be allowed access from all adjacent streets regardless of classification and the provisions of Section 45(b)(11)(ii) shall not apply within the PUD.
- (iii) Corner residential lots shall be a minimum of 5 feet wider than the average interior lot within the same block.

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.

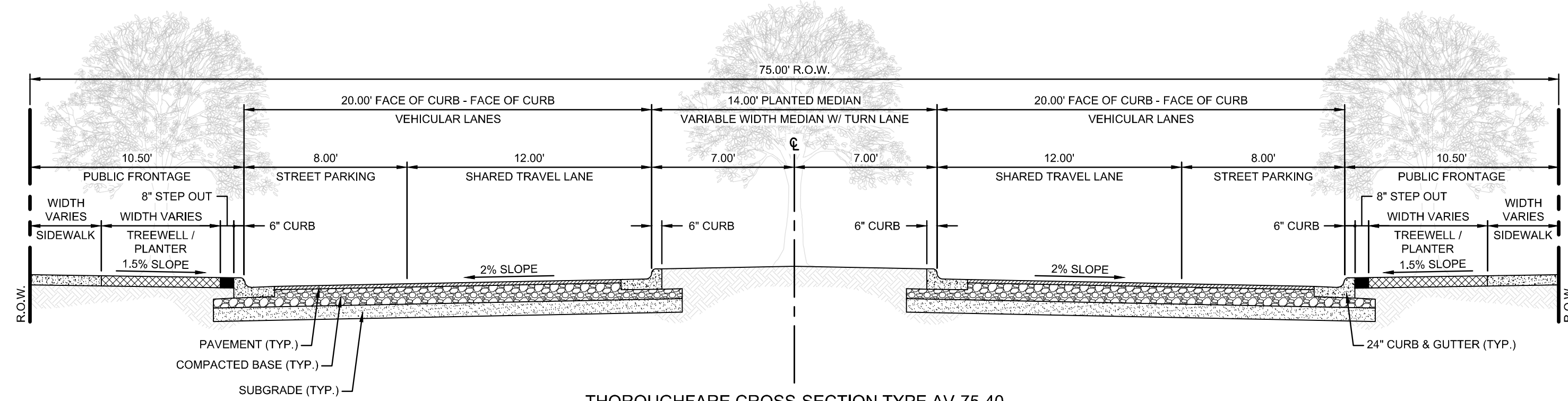


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LAST MODIFIED DATE: 11/11/2024 10:44 AM
PLOT DATE: 11/11/2024 10:44 AM
PLOT BY: NONE

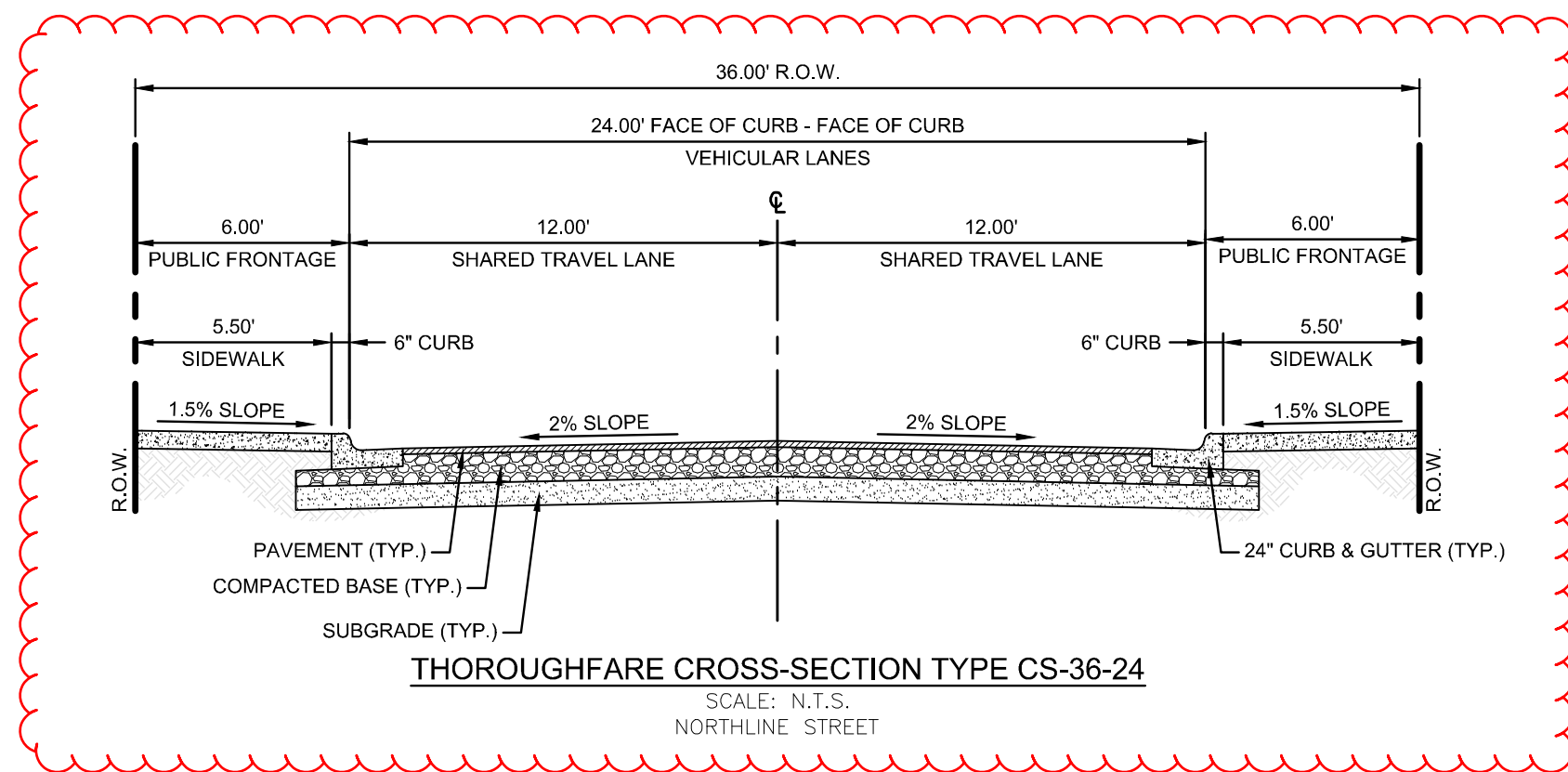
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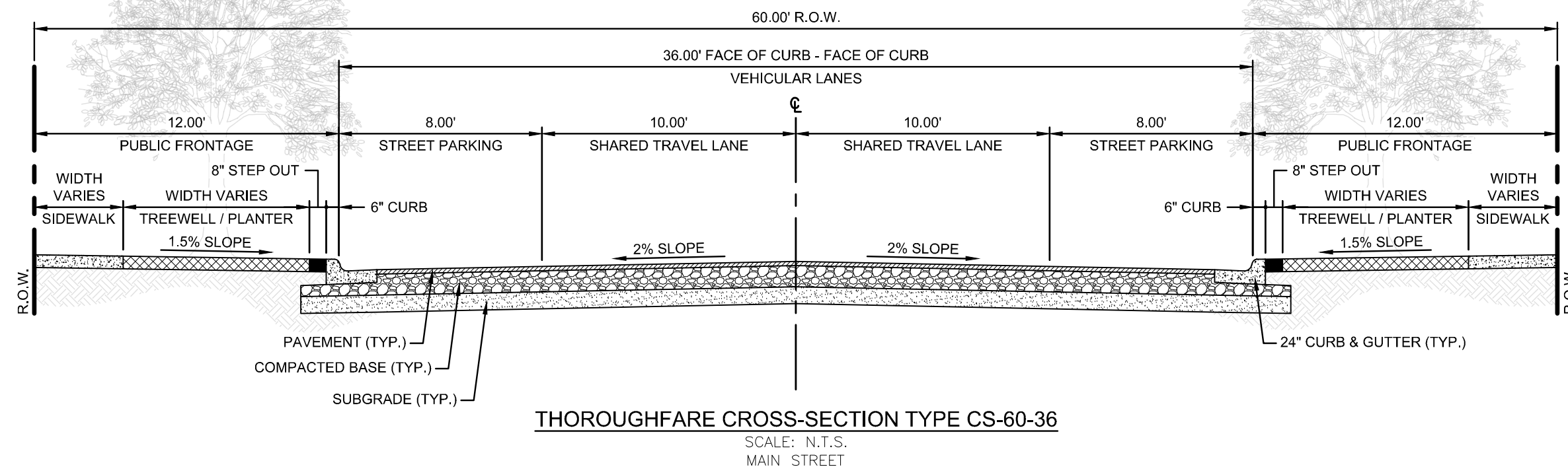
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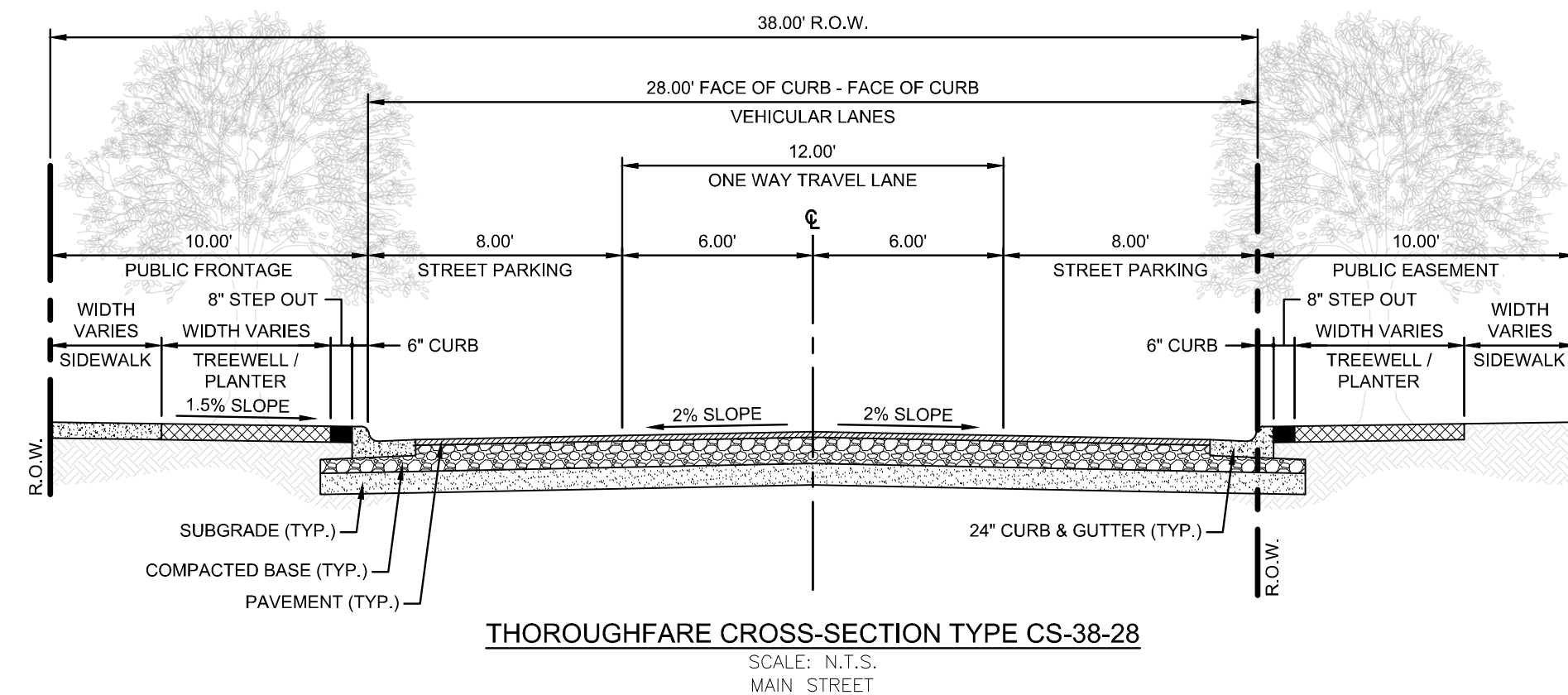
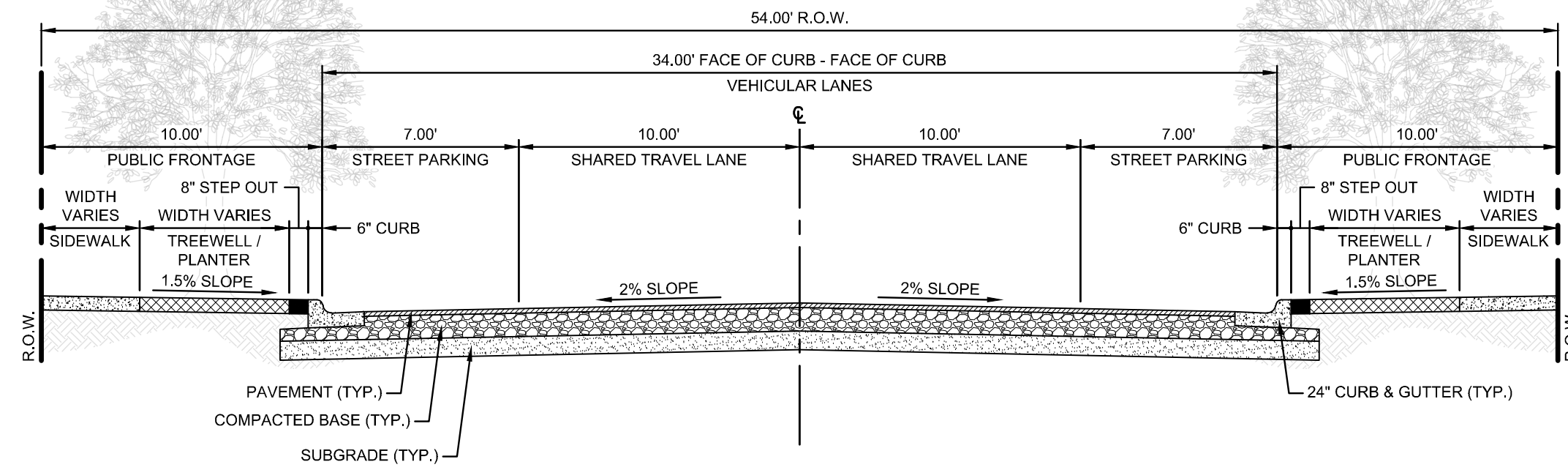
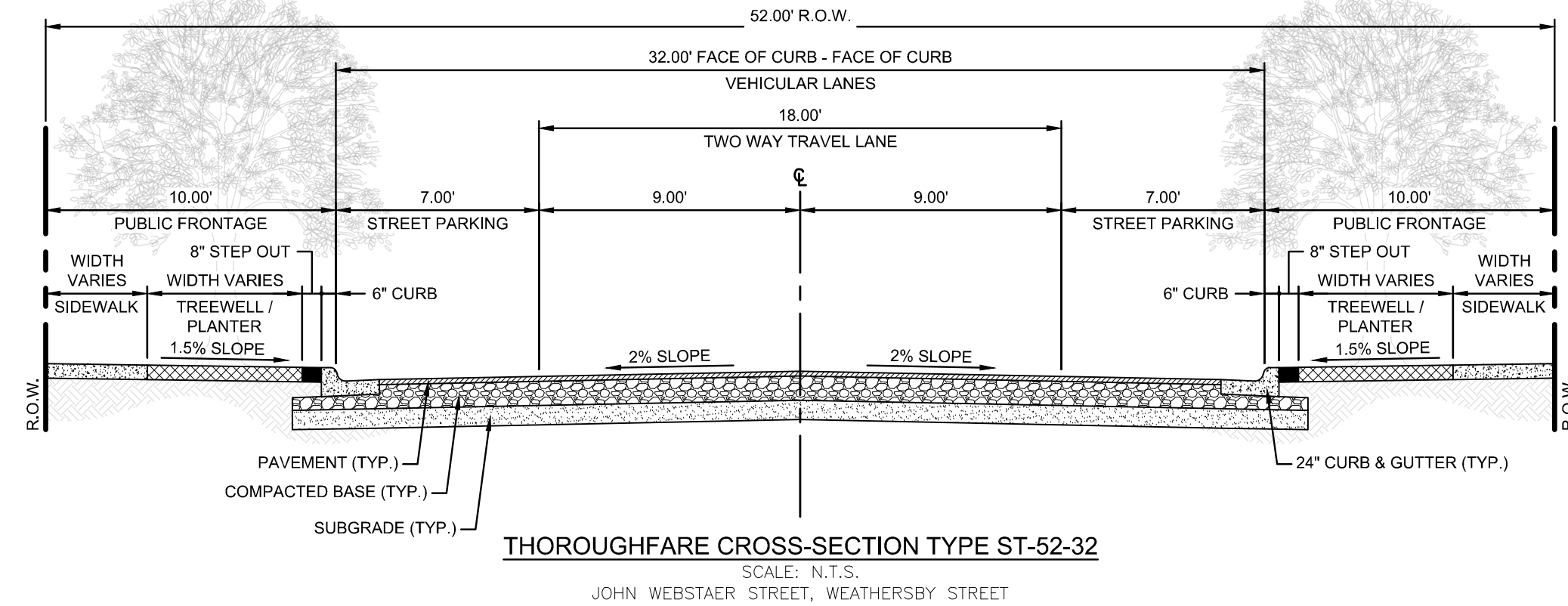
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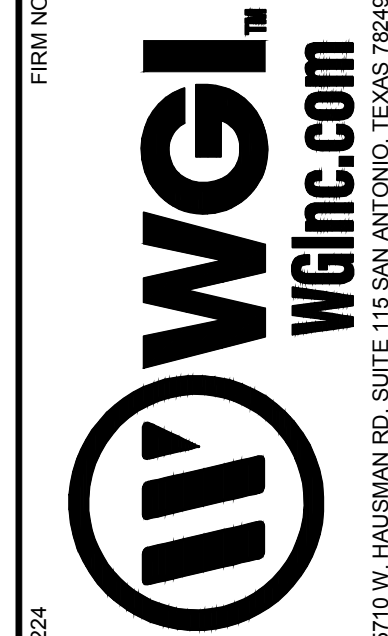


1



- 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.

FIRM NO. F-15085
210.860.3224

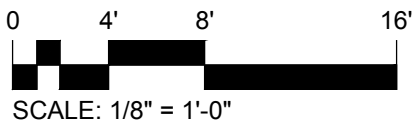


PROJECT:
NORTHLINE - PHASE 1
SWC 183A & SAN GABRIEL PARKWAY
LEANDER, WILLIAMSON COUNTY, TEXAS 78641

SHEET TITLE:
TYPICAL STREET SECTIONS

SHEET
20
20 OF 172
PLAT NO.

NOT AUTHORIZED FOR
CONSTRUCTION PRIOR TO
FORMAL CITY APPROVAL



NORTHLINE PUD

SWC 183A &
SAN GABRIEL PARKWAY
LEANDER, WILLIAMSON
COUNTY, TEXAS

OWNER/MASTER DEVELOPER:

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CONTACT: ALEX TYNBERG

LAND USE ATTORNEY:

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MOODY
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SUITE 2200
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CONTACT: R. ALAN HAYWOOD

MASTER PLANNER:

DAVID M. SCHWARZ ARCHITECTS
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(202) 862-0777
CONTACT: MICHAEL SWARTZ, AIA

ENGINEER:

BIG RED DOG ENGINEERING |
CONSULTING
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815-A BRAZOS ST. #219 (MAIL)
AUSTIN, TX 78701
(512) 669-5560
CONTACT: BAILEY HARRINGTON, P.E.

SURVEYOR:

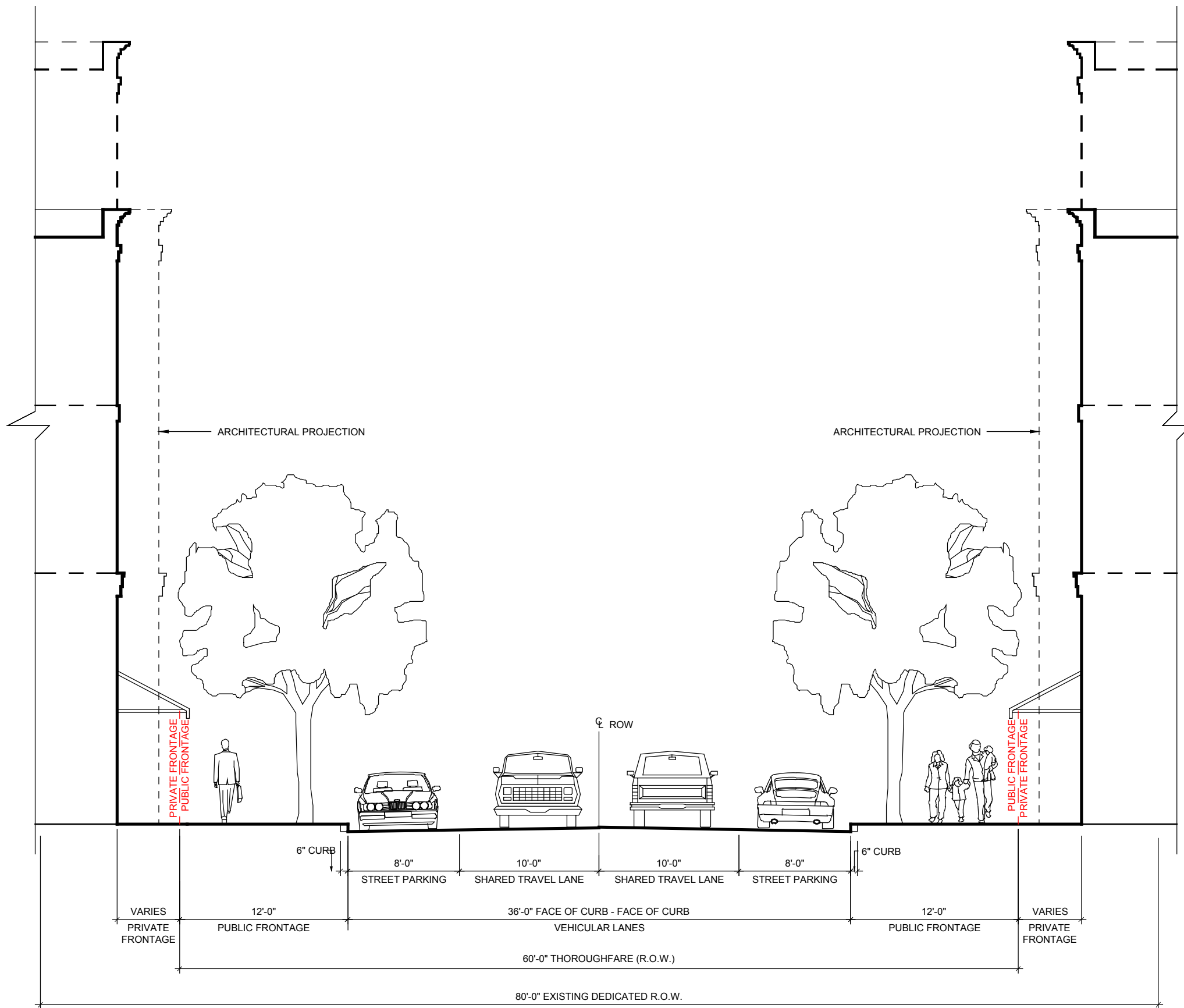
4WARD LAND SURVEYING
2201 WOODWARD ST. STE. 2201
AUSTIN, TEXAS 78744
(512) 537-2384
CONTACT: JASON WARD, R.P.L.S.

LANDSCAPE ARCHITECT:

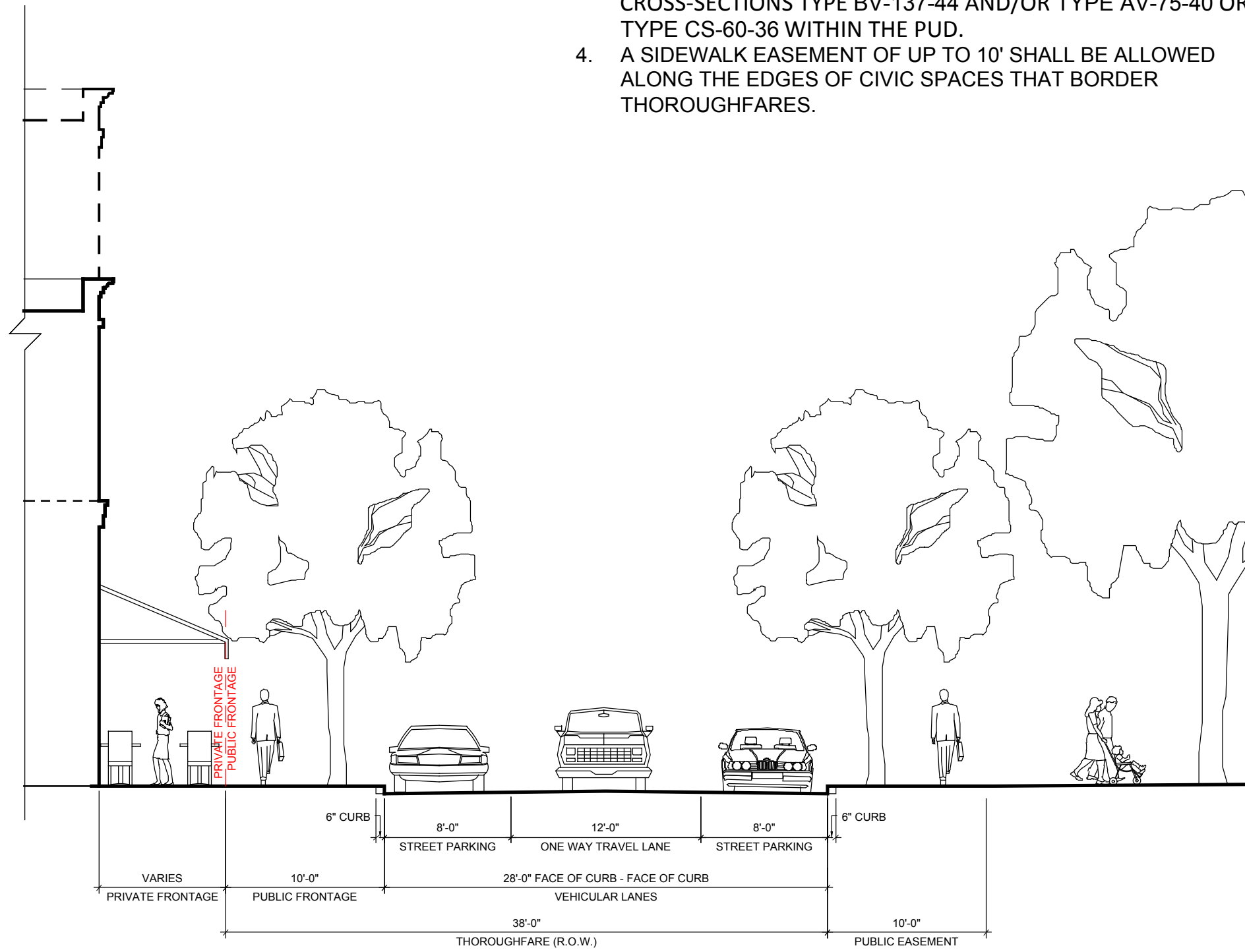
DESIGN WORKSHOP
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AUSTIN, TEXAS 78701
(512) 499-0222
CONTACT: LAURA BRYANT

NOTE:

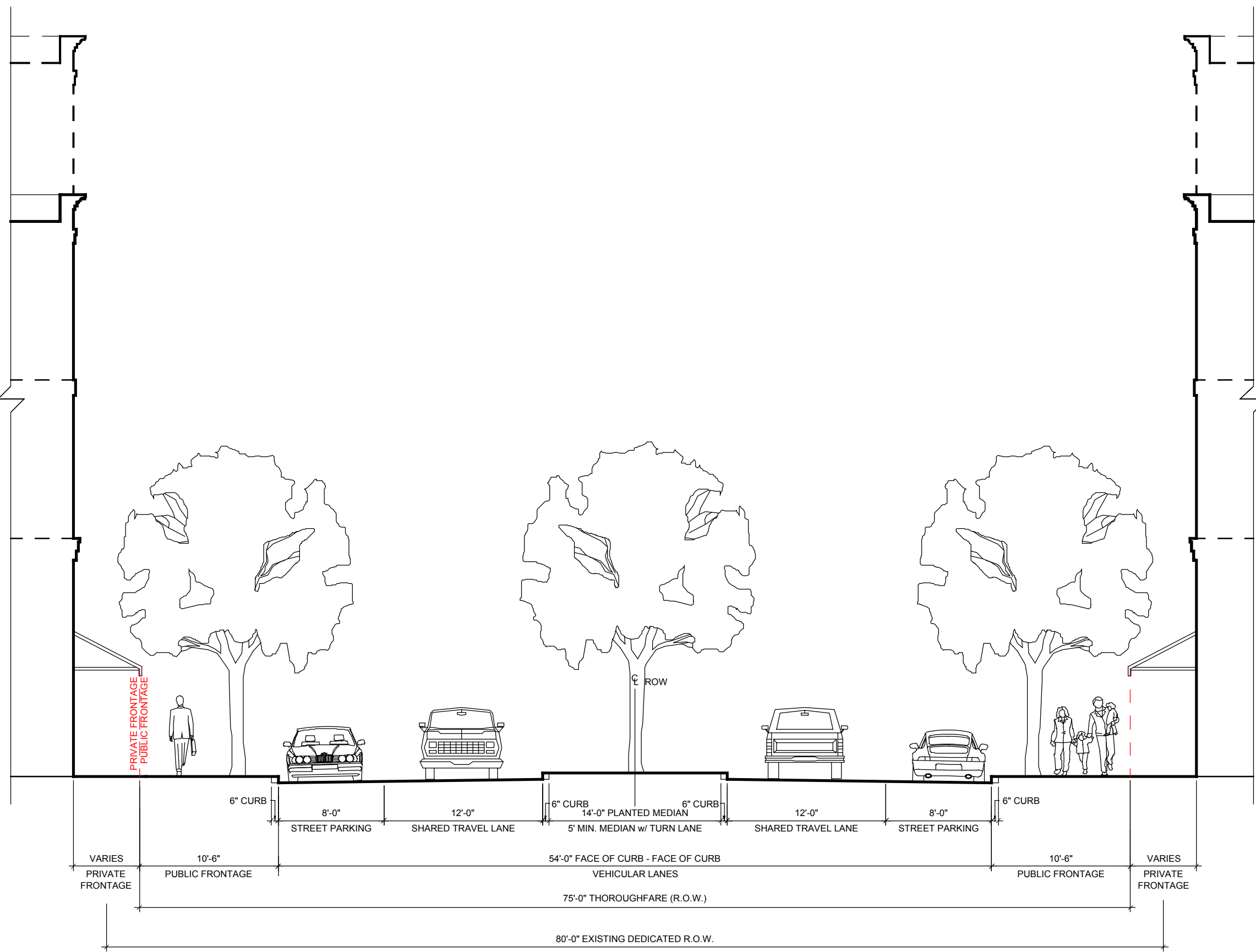
- ALL ROADWAY DIMENSIONS ARE MEASURED TO FACE OF CURB. ON-STREET PARKING SPACES ARE MEASURED TO INCLUDE ANY GUTTER LOCATED ALONG THE CURB.
- PARKING SHALL BE PERMITTED ALONG COLLECTOR AND ARTERIAL ROADWAYS THAT PROVIDE EITHER TYPE II OR TYPE III BIKEWAYS AS DEFINED WITHIN THE AUSTIN TRANSPORTATION CRITERIA MANUAL SECTION 7.2.2.
- 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-60-36 WITHIN THE PUD.
- A SIDEWALK EASEMENT OF UP TO 10' SHALL BE ALLOWED ALONG THE EDGES OF CIVIC SPACES THAT BORDER THOROUGHFARES.



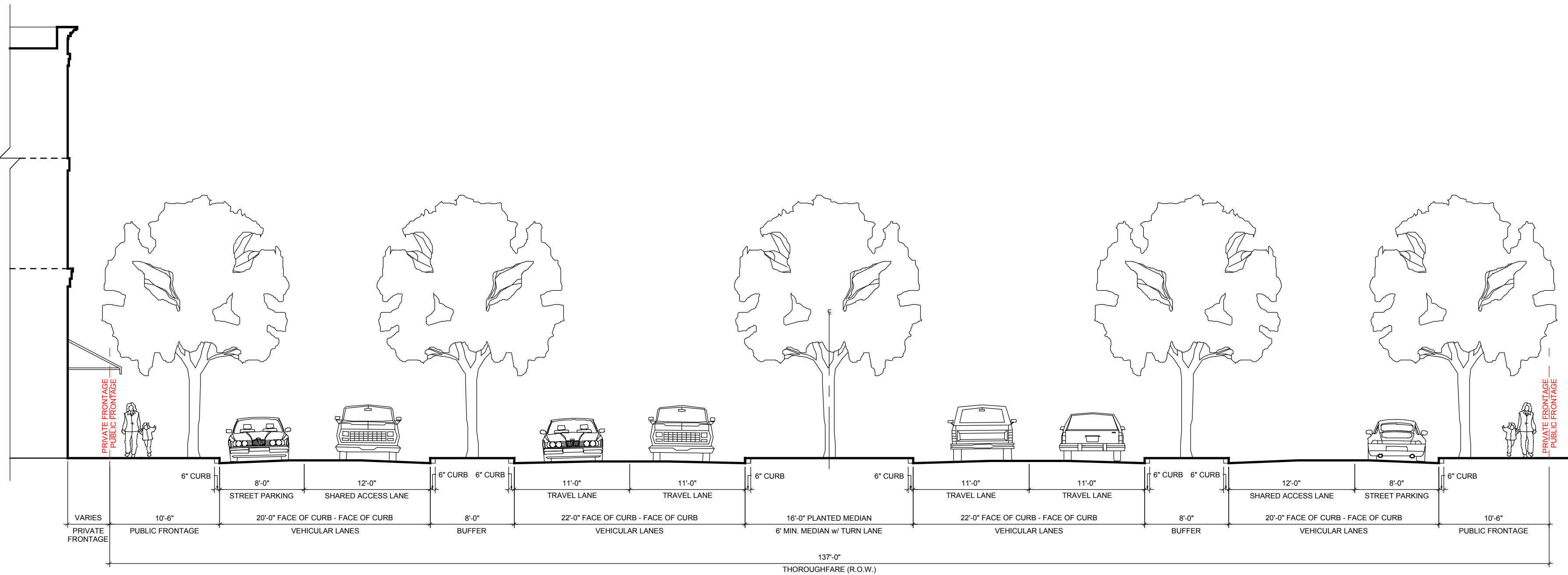
THOROUGHFARE CROSS-SECTION TYPE CS-60-36 4
1/8" = 1'-0" X-D5



THOROUGHFARE CROSS-SECTION TYPE CS-38-28 3
1/8" = 1'-0" X-D5



THOROUGHFARE CROSS-SECTION TYPE AV-75-40 2
1/8" = 1'-0" X-D5



THOROUGHFARE CROSS-SECTION TYPE BV-137-44 1
NOTE: EXISTING CENTERLINE OF ROW IS MAINTAINED.
1/8" = 1'-0" X-D5

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PUD

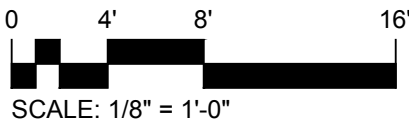
NOT FOR CONSTRUCTION

ISSUED: MAY 16, 2018

SHEET TITLE:
EXHIBIT D
THOROUGHFARE CROSS
SECTIONS (1 OF 2)

SHEET NO.:

5



NOTE:

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3. 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-60-36 WITHIN THE PUD.
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
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:

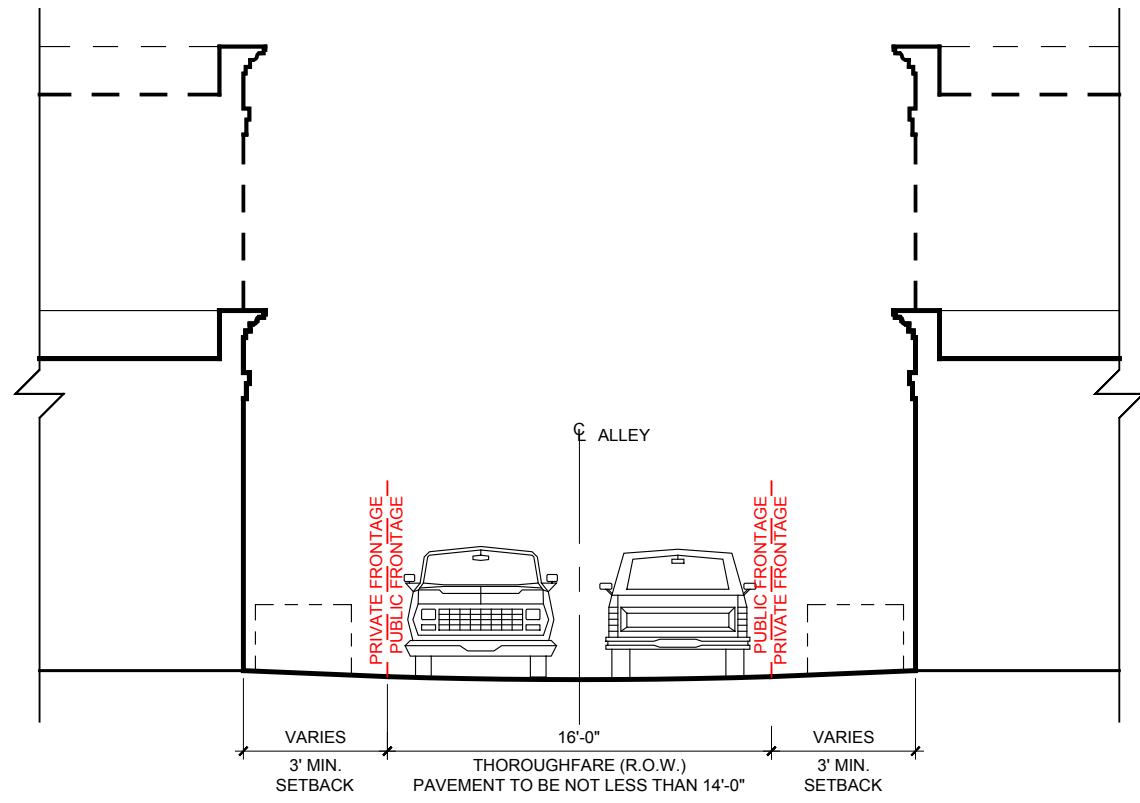
BIG RED DOG ENGINEERING |
CONSULTING
2021 EAST 5TH ST, SUITE 200 (OFFICE)
815-A BRAZOS ST, #219 (MAIL)
AUSTIN, TX 78701
(512) 669-5560
CONTACT: BAILEY HARRINGTON, P.E.

SURVEYOR:

4WARD LAND SURVEYING
2201 WOODWARD ST, STE. 2201
AUSTIN, TEXAS 78744
(512) 537-2384
CONTACT: JASON WARD, R.P.L.S.

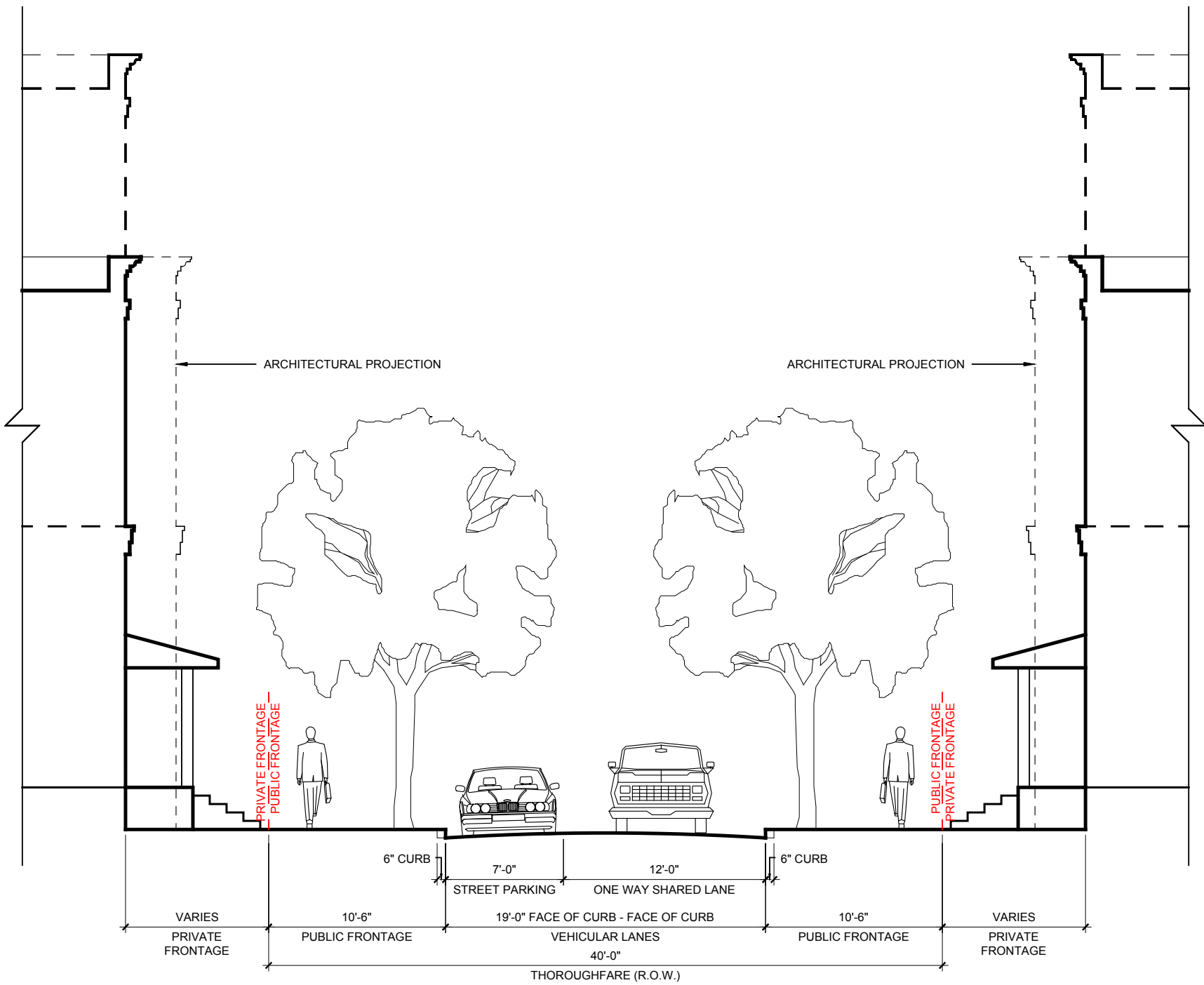
LANDSCAPE ARCHITECT:

DESIGN WORKSHOP
800 BRAZOS STREET, SUITE 490
AUSTIN, TEXAS 78701
(512) 499-0222
CONTACT: LAURA BRYANT



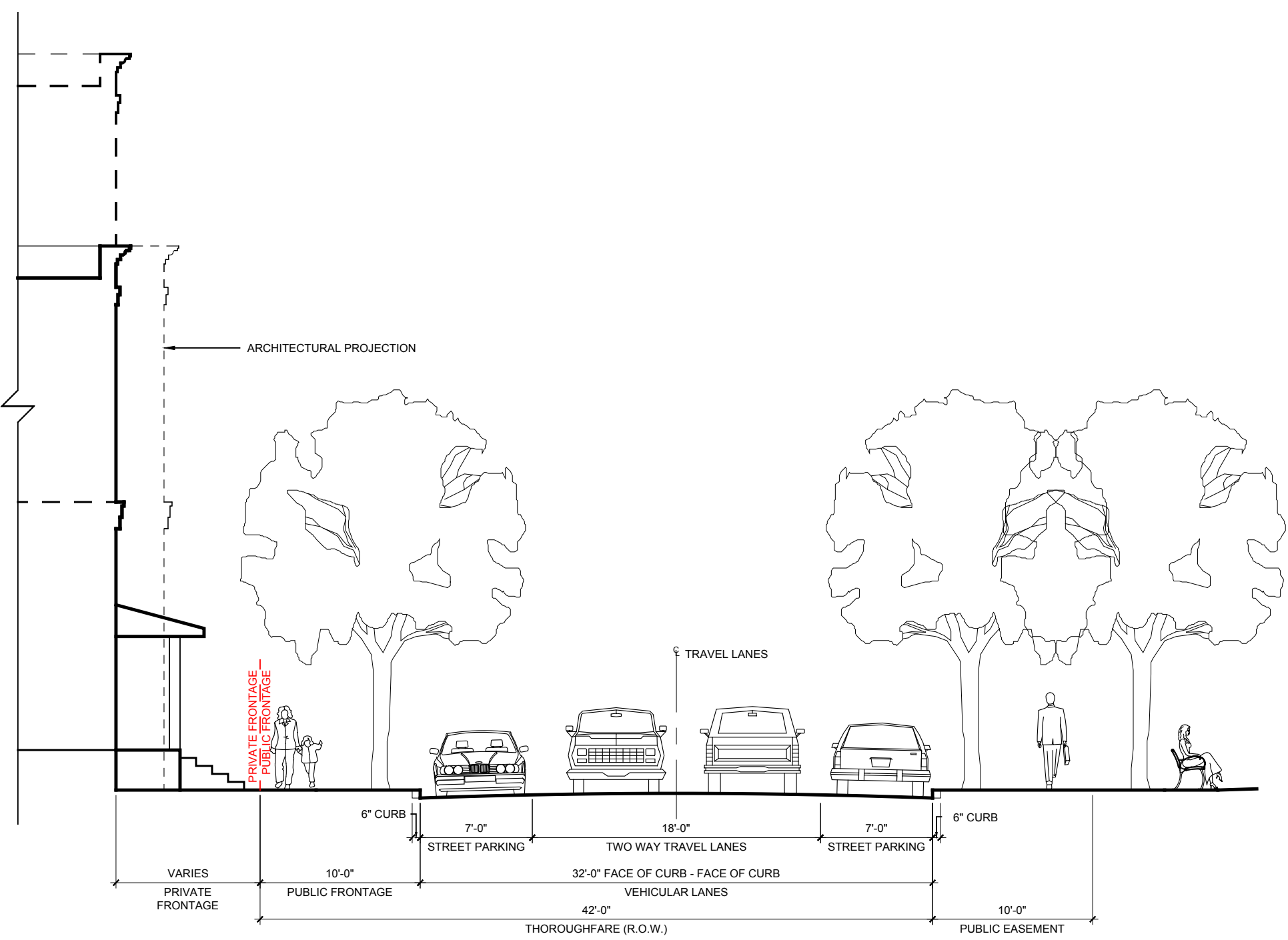
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1/8" = 1'-0" 5 X-D6



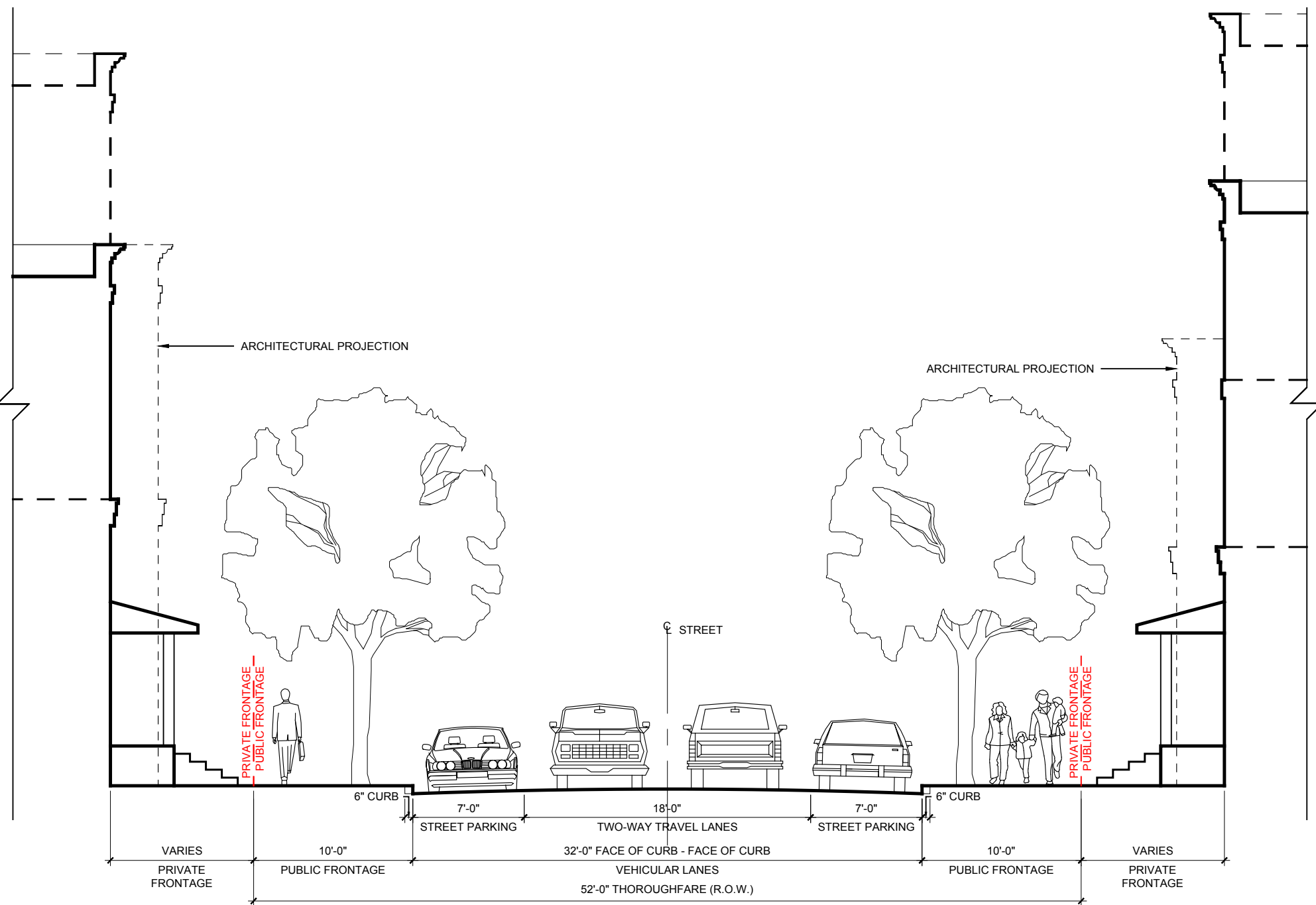
THOROUGHFARE CROSS-SECTION TYPE ST-40-19

1/8" = 1'-0" 4 X-D6



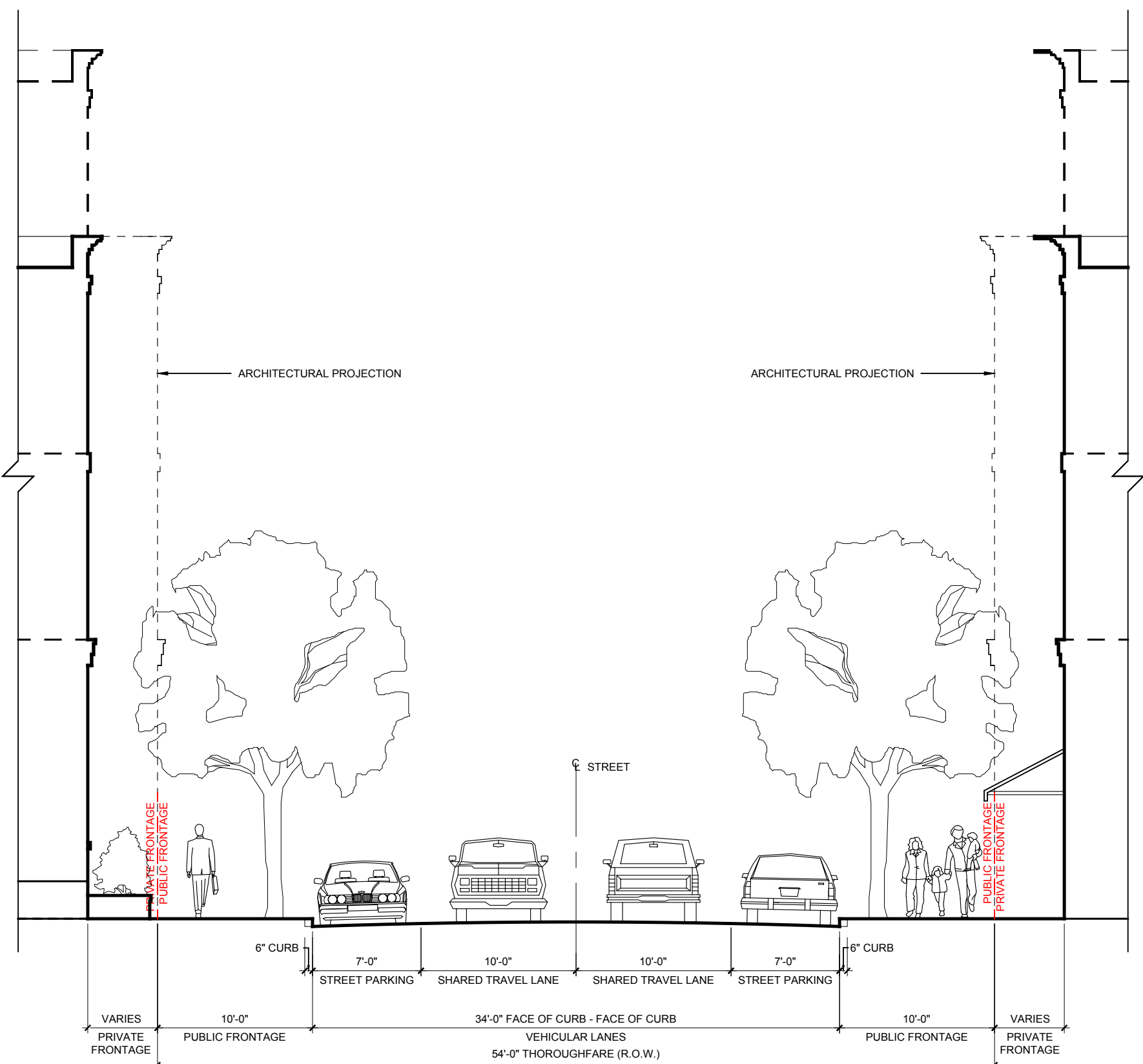
THOROUGHFARE CROSS-SECTION TYPE ST-42-32

1/8" = 1'-0" 3 X-D6



THOROUGHFARE CROSS-SECTION TYPE ST-52-32

1/8" = 1'-0" 2 X-D6



THOROUGHFARE CROSS-SECTION TYPE CS-54-34

1/8" = 1'-0" 1 X-D6

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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

NORTHLINE PUD

SWC 183A &
SAN GABRIEL PARKWAY
LEANDER, WILLIAMSON
COUNTY, TEXAS

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AREA LEANDER 1 LP
2501 TARRYHILL PLACE
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PUD

NOT FOR CONSTRUCTION

ISSUED: MAY 22, 2018

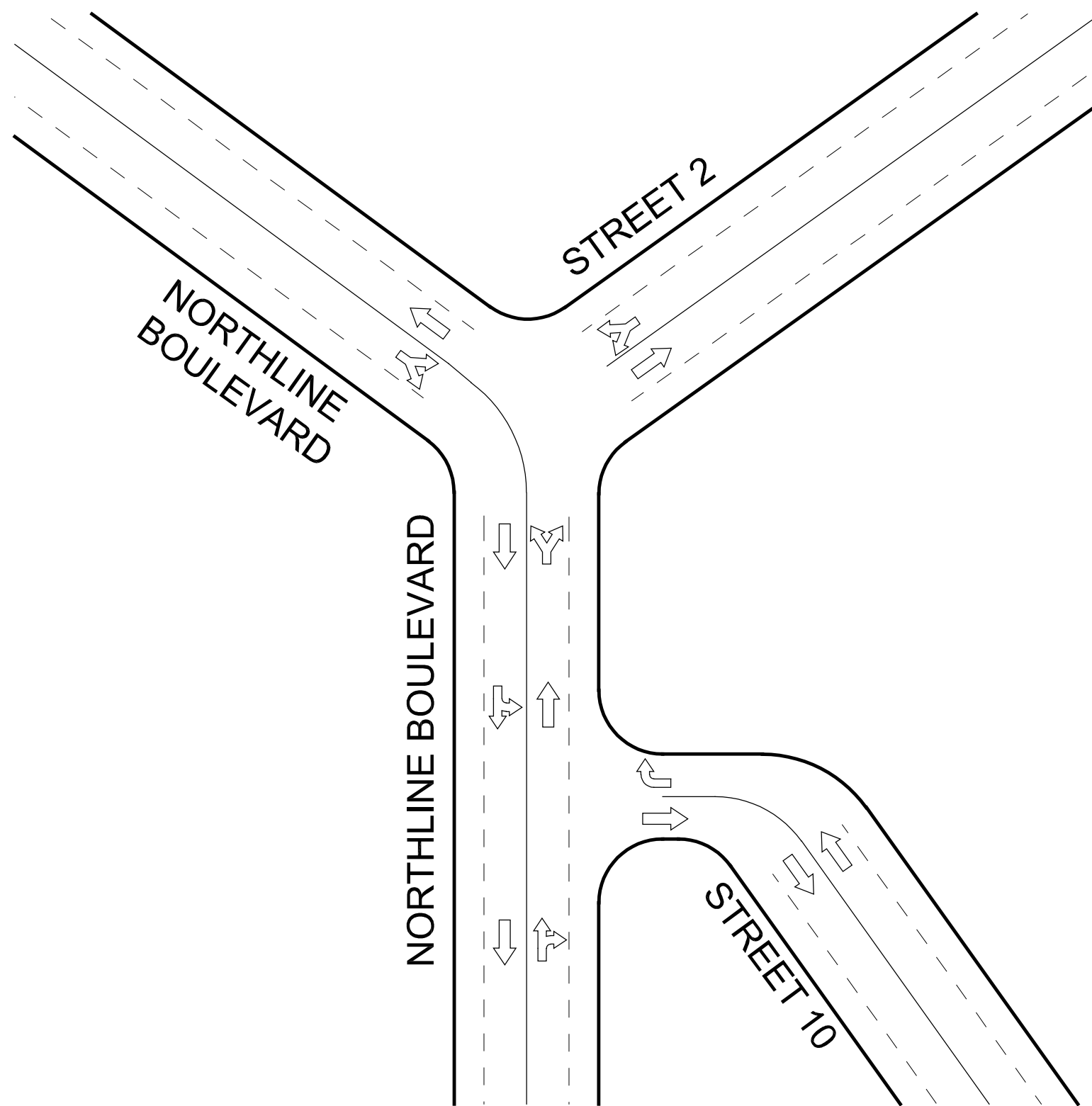
SHEET TITLE:

EXHIBIT D

ATYPICAL
THOROUGHFARE
INTERSECTION
CONFIGURATIONS

SHEET NO.:

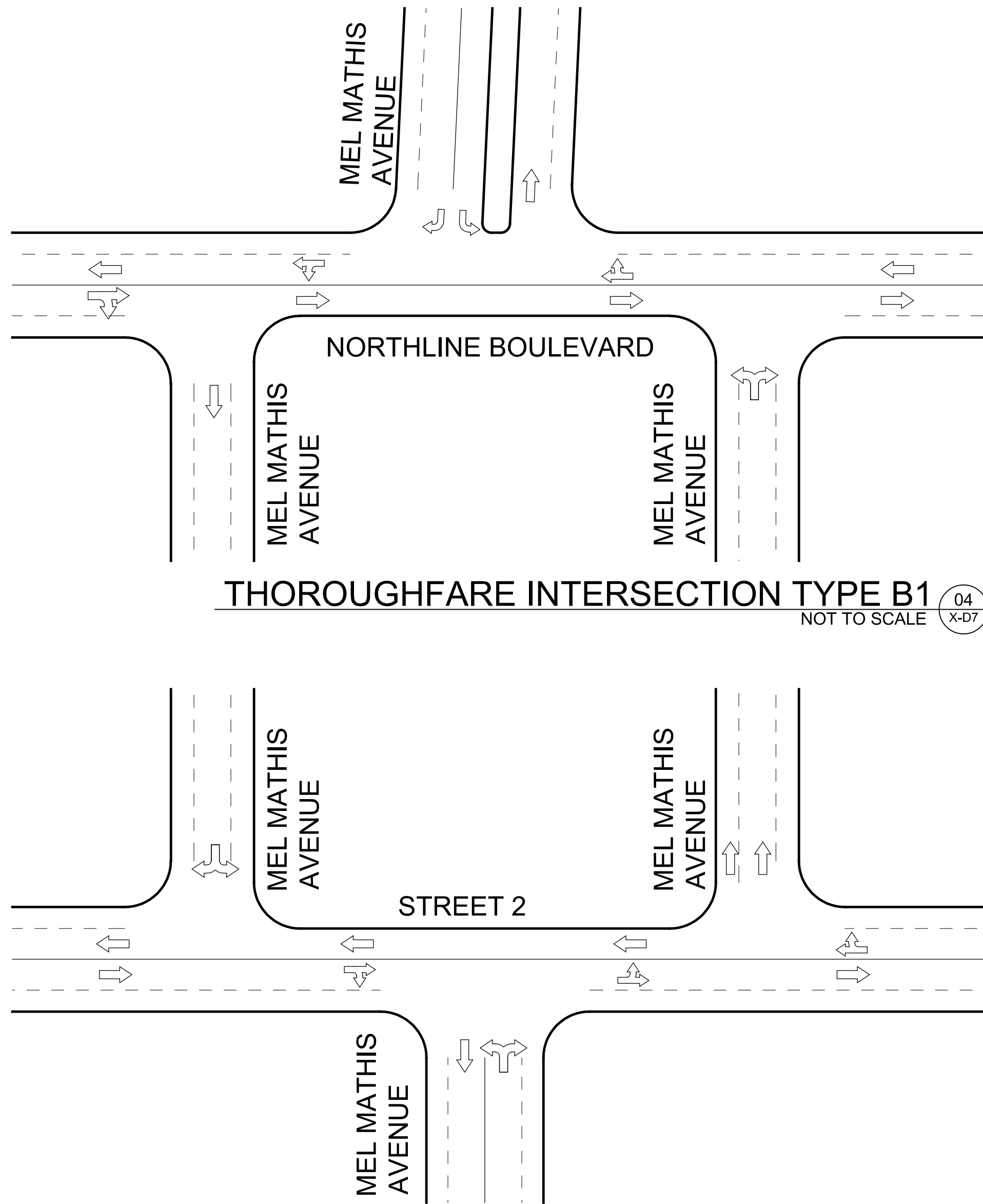
7



THOROUGHFARE INTERSECTION TYPE C

NOT TO SCALE

05
X-07



THOROUGHFARE INTERSECTION TYPE B1

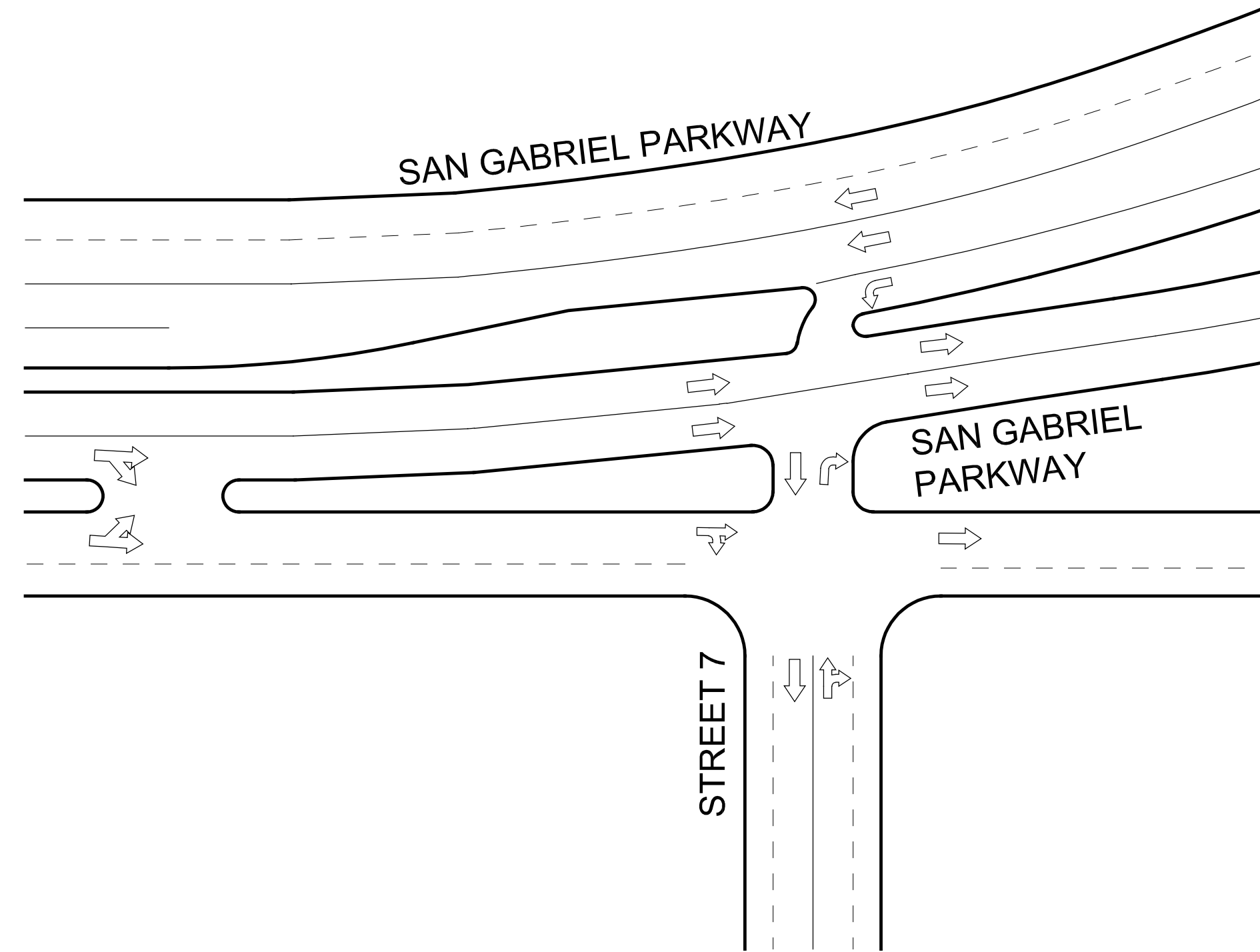
NOT TO SCALE

04
X-07

THOROUGHFARE INTERSECTION TYPE B2

NOT TO SCALE

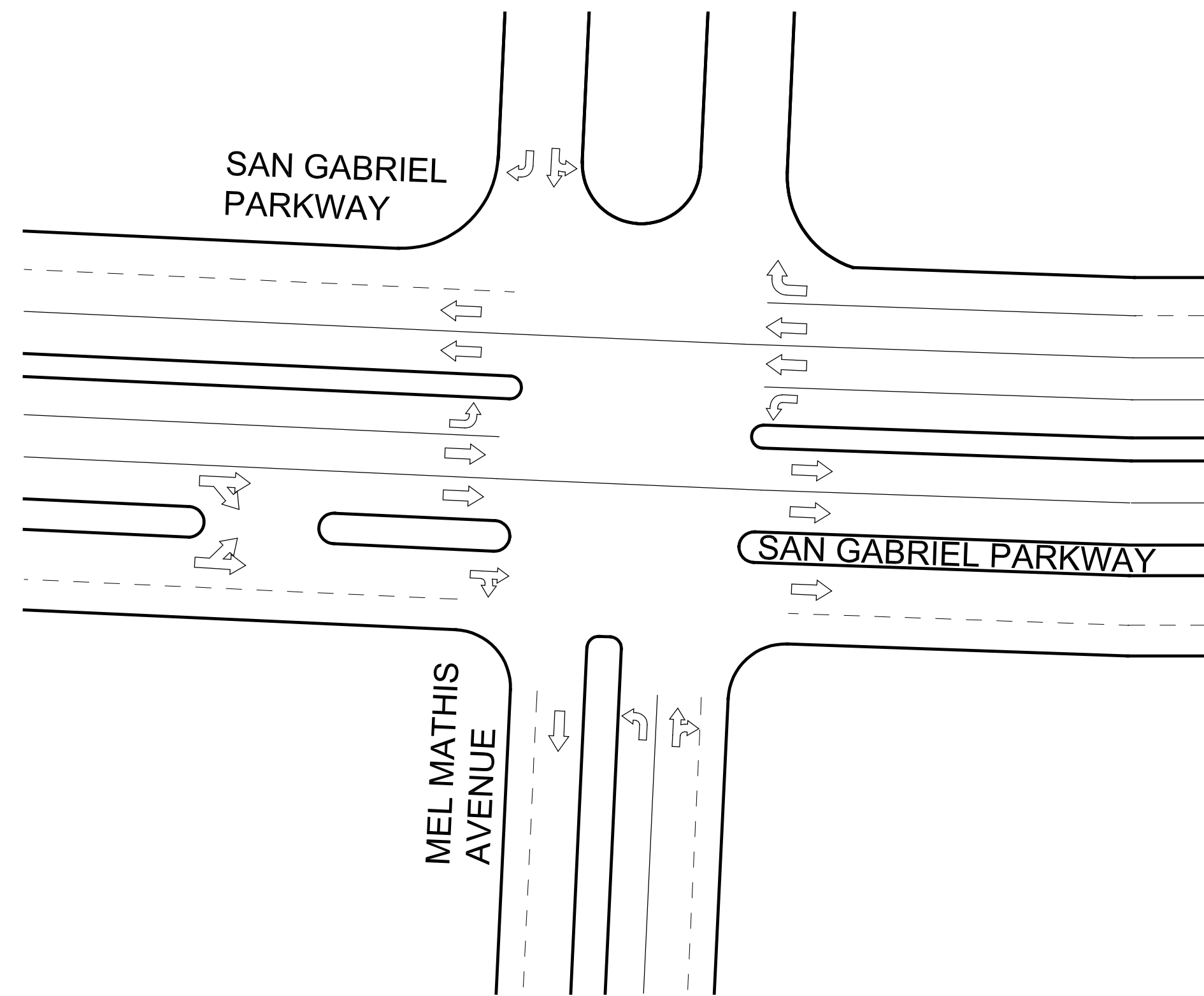
03
X-07



THOROUGHFARE INTERSECTION TYPE A2

NOT TO SCALE

02
X-07



THOROUGHFARE INTERSECTION TYPE A1

NOT TO SCALE

01
X-07



PUD	
NOT FOR CONSTRUCTION	
ISSUED:	MAY 16, 2018
SHEET TITLE:	
EXHIBIT D	
STREET TYPES	
SHEET NO.:	
8	

EXHIBIT E

PHASING PLAN

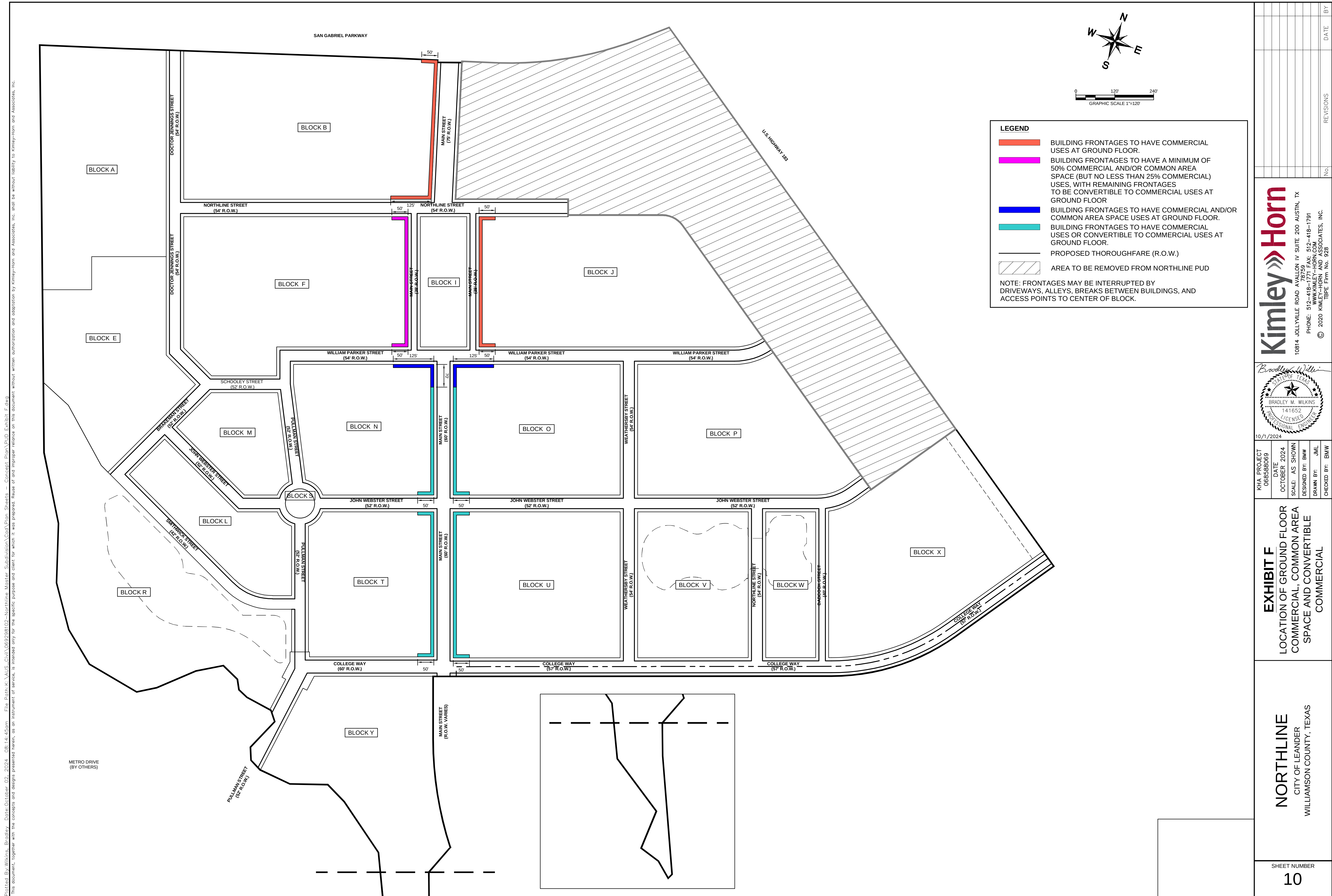
- A. The PUD is divided into twenty-eight (28) blocks as shown on the PUD Land Use plan. The PUD shall be developed in phases to accommodate the market demand, financing, sequence of construction and business needs and plans of the owner(s). Multiple lots may be developed within some of the blocks, and 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.**





SWC 183A &
SAN GABRIEL PARKWAY
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NOT FOR CONSTRUCTION

SHEET TITLE:

EXHIBIT F

LOCATION OF PARKING
EXCEPTIONS TO A-STREET
FRONTAGE REQUIREMEN

11

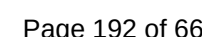


EXHIBIT G
UPDATED TABLES

- A. TABLE 3G. PUBLIC PLANTING
- B. TABLE 3H. PUBLIC LIGHTING
- C. TABLE 6E. BUILDING FUNCTION
- D. TABLE 6F. SPECIFIC FUNCTION & USE
- E. TABLE 7A. SMARTCODE SUMMARY

Table 3G: Public Planting. This table provides tree shapes appropriate to thoroughfare types and Transect Zones. Specific 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	T3 T4	T5 T6	T5 T6
	HW & RD	ST, DR, AV & BV	ST, DR, AV & BV	CS
Columnar 	■	■	■	■
Oval 	■	■	■	■
Rounded 	■	■	■	■
Conical 	■	■	■	■
Spreading 	■	■	■	■
Vase 	■	■	■	■

Appropriate 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 fixture according to the Transect. This table shows five 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 specifications are maintained by the City Engineer.

	T1	T2	T3	T4	T5	T6
Cobra Head 	■				■	■
Pipe 	■	■	■			
Post 		■	■	■	■	■
Column 			■	■	■	■
Double Column 				■	■	■

The Cobra Head fixture is only permitted along College Way and San Gabriel Parkway

TABLE 6E. BUILDING FUNCTION

Table 6E: Building Function. This table categorizes Building Functions within Transect Zones. For Specific 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 office use by the resident of each lot, and up to three non-resident employees, is restricted to the first floor of the Principal Building or any part of an Accessory Building. Home Occupations are permitted anywhere.	Open Office: The building area available for office use on each lot is unlimited.
d. RETAIL	Limited Retail: The building area available for retail use with regular hours is limited to the first story of buildings. The specific 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 specific functions and uses within Transect Zones.

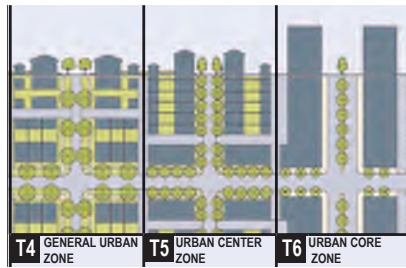
	T4	T5	T6
a. RESIDENTIAL			
Single Family	■	■	□
Two-family (Duplex)	■	■	■
Multi-family	■	■	■
Live/Work Unit	■	■	■
Group Home	□	■	
Accessory Unit	■	■	■
Manufactured House			
Temporary Tent	□	□	□
b. LODGING			
Hotel (no room limit)		■	■
Inn (up to 12 rooms)	■	■	■
Inn (up to 5 rooms)	■	■	■
S.R.O. hostel	□	□	□
School Dormitory	■	■	■
c. OFFICE			
Office Building	■	■	■
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	■	■	■

	T4	T5	T6
f. OTHER: AGRICULTURE			
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

TABLE 7A. SMARTCODE SUMMARY

LEANDER SMARTCODE



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.
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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
Office	limited use	open use	open use
Retail	limited use	open use	open use

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.

Pole Cap With
Stainless Stl.
Screws

6'-0"

Cooper NAVION Fixture
NAV-AF-01-E-UNV-T3-10K-AP

2"

6"

8"

2'-6"
Rise

Tapered Alum. Tube (4" O.D.)
.125" Wall Alloy 6063-T6

4 1/2" O.D.

2 1/2" x 5 1/8"
Elliptical Section

Wire Hole With 1" I.D. Rubber Grommet

Extruded Alum. Pole Plate Alloy 6063-T6
With 1/2"-13NC Stainless Stl. Hardware

25'-0"
Mounting Height

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.

23'-0"

Tapered Alum. Tube
.156" Wall Alloy 6063-T6
Satin Ground Finish

10" To 11" Dia.
Bolt Circle



7" O.D.

Handhole Frame Tapped 3/8"-16NC
For Grounding

Reinforced Handhole (4" X 6") With
Cover And Stainless Stl. Hex. Hd. Screws

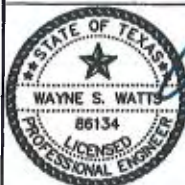
1'-6"

Base Flange Alloy 356-T6 With Bolt
Covers And Stainless Stl. Hex. Hd. Screws

10 1/2" Square

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



Wayne S. Watts
12/22/16



EXHIBIT "H"

City of Leander, Texas

DETAIL #402-I
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.

IX. 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 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
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Master Developer Site Perimeter Section Notes:

1) Site Perimeter is defined as the frontages of

west A) San Gabriel Parkway, between 183A Toll Road to the east and light rail tracks to the

south B) 183A Toll Road, between San Gabriel Parkway to the north and College Way to the

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"
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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 on 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)

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 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

Images shown here are for illustrative purposes only and are not specific to designs for the Northline project



Roof Sign



Building Identification - Wall Sign



Address Sign



Canopy Sign



Building Identification Blade - Restricted to Hotel, Cinema and Multi-Family Types



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 _____, 20__, and recorded under Document No. 20_____ 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 thirty (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

The Northline PUD Property
Owners Association
Attn: Alex Tynberg
2501 Tarryhill Place
Austin, Texas 78703

City Address

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 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: _____
Todd Parton, 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 Todd Parton, 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 $\pm$; 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 2 – Joseph Morales
Place 3 – Ron May
Place 4 – Tara LeDay**

**Place 5 – James Oliver, Vice–Chair
Place 6 –Laura Lantrip, Chair
Place 7 –Scott Calame
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 $\pm$ 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 $\pm$ 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
12/5/2024

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance 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.

BACKGROUND:

This request is the final 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.

Staff recommends approval of the ordinance amendment. During the meeting of November 14, 2024 the Planning & Zoning Commission recommended approval.

HISTORY/TIMELINE:

11/14/2024 - Planning & Zoning, 1st Public Hearing

11/21/2024 - City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

The City Council unanimously approved the ordinance amendment during the November 21, 2024 meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. OR-24-0023 Att 1 Redline Changes
2. OR-24-0023 Att 2 CZO Dry Utility Rough Grading
3. OR-24-0023 Att 3 11-14-2024 P & Z Signed Minutes

ARTICLE IX. SITE DEVELOPMENT

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 (2) 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) Reserved.~~
- (4) Substantial restoration that is commenced within a period of one (1) 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) Executive Director of Development Services**
 - (ii) City Engineer**
 - (iii) Planning Manager**
 - (iv) Building Official**
 - (v) Fire Marshal**
 - (vi) Parks & Recreation Director**
 - (vii) Executive Director of Public Works**
- (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 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 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;**
 - 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 PROCESSING, APPLICATION, EXPIRATION, AND PERMITTING.

(a) Site Application Plan Processing.

(1) Application Site plans 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~~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 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 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 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. 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.~~

(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) a) All disturbed areas are satisfactorily revegetated in accordance with the landscape plan, as determined by the City Engineer and the landscape reviewer;

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- (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~~ 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.
- ~~(4)~~(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) ~~(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 (2) 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 twenty-four (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 (1) 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; and-
- 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 the following:
 - i. Conditions confirming that the permit only allows for grading;
 - ii. Requirements for revegetation if the construction activity ceases for more than fourteen (14) days; and
 - iii. Confirm that this permit is issued at the risk of the developer.
- e. In the event that the plans change after the grading has started, compliance with all ordinances and requirements is still required.

(d) ~~(e)~~ 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
- ~~(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.

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- (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 the ROW or a public utility easement in accordance with Section 13.01.004 of the Code.
- ~~(i)(ii)~~ Overlap of utility lines is permitted between existing utility poles where existing lines are present. Overlap 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.
- ~~(i)(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 OF SITE PLANS.~~

- (a) ~~Site-Application 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.
- (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.

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 AND DRY UTILITIES; 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 (2) 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 (1) 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) Executive Director of Development Services
 - (ii) City Engineer
 - (iii) Planning Manager
 - (iv) Building Official
 - (v) Fire Marshal
 - (vi) Parks & Recreation Director
 - (vii) Executive Director of Public Works
- (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 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 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 (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 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:

- (1) All disturbed areas are satisfactorily revegetated in accordance with the landscape plan, as determined by the City Engineer and the landscape reviewer;
 - (2) 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
 - (3) 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 (2) 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 twenty-four (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 (1) 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:

1. All substantial comments relating to the location of any proposed impervious cover have been cleared as determined by the Development Services Review Committee;
2. The site development plans are in compliance with the setback requirements;
3. Tree preservation plan is approved;
4. All required fees have been paid associated with the site development permit including the additional early grading phase fee; and
5. 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:

1. 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;
2. An erosion control inspection shall be completed and approved;
3. A pre-construction meeting shall be held; and
4. An Early Grading Permit shall be issued that is signed by the property owner and site contractor conducting the grading. This permit shall include the following:
 - i. Conditions confirming that the permit only allows for grading;
 - ii. Requirements for revegetation if the construction activity ceases for more than fourteen (14) days; and

iii. Confirm that this permit is issued at the risk of the developer.

5. 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
 - 1. 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.
 - 2. No additional applications will be accepted for review or permits issued until damage is repaired.
 - (ii) Work without permit
 - 1. 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 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 2 – Joseph Morales
Place 3 – Ron May
Place 4 – Tara LeDay**

**Place 5 – James Oliver, Vice–Chair
Place 6 –Laura Lantrip, Chair
Place 7 –Scott Calame
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 $\pm$ 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 $\pm$ 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
12/5/2024

AGENDA SUBJECT:

Approval an Ordinance regarding Ordinance Case OR-24-0026 to amend Appendix A of the Leander Code of Ordinances to update Section A3.009 Site Development Permit Review fees, and to provide for related matters; Williamson and Travis Counties, Texas.

BACKGROUND:

The previous agenda item includes an update to the Composite Zoning Ordinance to allow for an early grading phase of a site development permit. The purpose in this ordinance is to update the fee schedule to add a review and inspection fee associated with the early grading phase. This fee is to account for additional review and inspection time associated with early grading.

HISTORY/TIMELINE:

APPLICANT/AGENT:

City of Leander Development Services Department

RECOMMENDATION:

Staff recommends approval of the ordinance amendment.

PRESENTER:

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

Fiscal Impact

Attachments:

1. OR-24-0026 Att 1 Ordinance Early Grading Phase

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING
SECTION OF A3.009 OF APPENDIX A, LEANDER CODE OF
ORDINANCES TO REVISE SITE DEVELOPMENT FEES; PROVIDING
A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE
DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR
RELATED MATTERS.**

Whereas, the City Council of the City of Leander, Texas (the “City”), a home rule-city, has the authority to set fees reasonable and necessary for the operation of the City;

Whereas, the City Council finds that the fees set forth in this ordinance are reasonable and necessary to defray costs of provision, administration, and management of City services;

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Amendment to the Site development Fees. Section A3.003 is hereby amended to add subsection (m):

- (m) Early grading phase Construction plan fees
 - (1) Early grading phase review fee: \$1,000 plus \$500 per acre
 - (2) Early grading phase inspection fee: \$500.00

Section 3. Conflicting Ordinances. Article 3.000, Appendix A, 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 fees 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. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 8. 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.

PASSED AND APPROVED on the 5th day of December, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding the High Gabriel Township Annexation Case A-24-0011 for 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.

- Discuss and consider action regarding Annexation Case A-24-0011 as described above.

BACKGROUND:

A resolution was adopted on November 7, 2024 and commenced the voluntary annexation of 12.75 acres ± as described above. The resolution set the public hearing for December 5, 2024 and the readings of the ordinance for December 5, 2024 and December 19, 2024.

This property is currently located in Williamson County to the north of the Bryson Subdivision off of High Gabriel East. The property is currently undeveloped acreage with a couple of existing houses. The proposal includes large-lot-residential. The applicant is requesting to annex the property into the city in order to extend City water and wastewater through the property. This agenda item does not include the zoning request. A separate public hearing is on this agenda to discuss the zoning request.

HISTORY/TIMELINE:

11/07/2024 - Resolution Adopted

APPLICANT/AGENT:

Kirkman Engineering (Sandy Brantley) on behalf of United AP Investments of Texas, LLC (Nilangini Sishodia)

RECOMMENDATION:

Staff recommends approval. The next item on the agenda is the zoning case associated with this development. Action on this item does not approve the zoning request or the annexation.

PRESENTER:

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

Fiscal Impact

Attachments:

1. A-24-0011 Att 1 High Gabriel Township - Resolution
2. A-24-0011 Att 2 High Gabriel Township - Location Map
3. A-24-0011 Att 3 High Gabriel Annexation - Schedule
4. A-24-0011 Att 4 High Gabriel Township Annexation Ordinance

RESOLUTION NO. 24-028-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 12.75 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain property located within Williamson County, Texas, have petitioned the City of Leander, Texas, (hereinafter, the “City”), a home-rule City, for annexation of said property, more particularly described in **Exhibit A** attached hereto and incorporated by reference herein (the, “Subject Property”), into the City limits; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City and the owner(s) have made application for annexation; and

WHEREAS, after review and consideration of such requests and petition for annexation from the owners of the Subject Property, the City Council finds that the Subject Property may be annexed pursuant to §43.0671 of the *Local Government Code*; and

WHEREAS, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW, THEREFORE, BE IT RESOLVED 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. Proceedings. The petition for annexation, attached hereto as **Exhibit A**, of the Subject Property described hereinbelow and further described in **Exhibit B** and the service plan attached hereto as **Exhibit C**, are hereby accepted (all exhibits described herein are incorporated by reference herein for all purposes).

Subject Property:

Being 12.75 acres, more or less, of land in the William Mancil Survey, Abstract No. 437, Williamson County, Texas, being that same tract of land called 7.503 acres in a deed dated May 19, 1978 from High Gabriel Development Co., Inc. to Billy E. Moore, ET UX, as recorded in Volume 713, Page 243, Deed Records of Williamson County, Texas.

A public hearing has been set for the date of the 5th day of December 2024. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, **Exhibit**

B shall control.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution 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 this the **7th** day of **November 2024**.

ATTEST:

THE CITY OF LEANDER, TEXAS



Dara Crabtree, City Secretary



Na'Cole Thompson, Mayor Pro Tem



Exhibit A
PETITION
(SEE ATTACHED)

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER
FOR ANNEXATION OF PROPERTY**

WHEREAS, the undersigned are owners of a property located within Williamson County, Texas, such properties being more particularly described hereinafter by true and correct legal descriptions (the, "Subject Property"); and

WHEREAS, the undersigned has sought the annexation of the Subject Property by the City of Leander, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the Subject Property by the City; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City; and

WHEREAS, the City, pursuant to §43.003, *Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the Subject Property; and

WHEREAS, pursuant to §43.0672, *Tex. Loc. Gov't. Code*, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as **Exhibit A** and incorporated by reference herein; and

WHEREAS, the undersigned agrees and consents to the annexation of the Subject Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the Subject Property described as follows:

**SEE EXHIBIT B ATTACHED HERETO AND INCORPORATED BY
REFERENCE HEREIN FOR ALL PURPOSES.**

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the written agreement regarding the provision of services attached hereto as **Exhibit A**.

SECTION THREE: Acknowledges executing and entering into the agreement, attached hereto as **Exhibit A**, and that such agreement is wholly adequate and acceptable to the undersigned

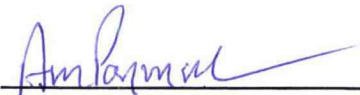
who hereby requests the City Council to proceed with the annexation and to publish notice and hold the requisite public hearing thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the written agreement regarding the provision of services attached hereto as **Exhibit A**.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Williamson County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

FILED, this 26 day of April, 2024, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioners:

By: 
Name: Ashok M. Pawmar
Title: Owner

Address: 2104 Brighton Park Dr.
Bakersfield, CA 93311
County: Kern

By: 
Name: Todd Parker
Title: City Manager

Address: 105 N. Brushy
Leander, Tx 78641
County: Williamson

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

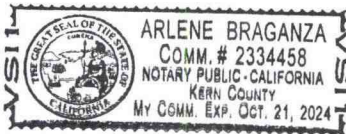
State of California

County of KERN

On APRIL 26, 2024 before me, ARLENE BRAGANZA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared ASHOK PARMAR
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature ArBraganza
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Request + Petition - City of Leander, TX

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: 0

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Exhibit B

PROPERTY DESCRIPTION

[SEE ATTACHED]

DESCRIPTION OF 7.505 ACRES, MORE OR LESS, OF LAND AREA, IN THE WILLIAM MANCIL SURVEY, ABSTRACT NO. 437, IN WILLIAMSON COUNTY, TEXAS, BEING THAT SAME TRACT OF LAND CALLED 7.503 ACRES IN A DEED DATED MAY 19, 1978 FROM HIGH GABRIEL DEVELOPMENT CO., INC. TO BILLY E. MOORE, ET UX, AS RECORDED IN VOLUME 713, PAGE 243, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the north line of that 5.27 acre tract of land described in a deed dated August 7, 1996 from Worth Seaman, to The Moore Company, as recorded in Doc# 9644304, Official Public Records of Williamson County, Texas, for the southwest corner of the aforementioned Moore Tract, same being the southeast corner of that 5.00 acres tract of land described in a deed dated March 24, 1998 from Toni M. Hicks, to Robert B. Riley, et ux, as recorded in Doc# 9831589, Official Public Records of Williamson County, Texas, and being the southwest corner of the herein described tract of land;

THENCE leaving the PLACE OF BEGINNING and the aforementioned The Moore Company Tract, with the common line of the Moore Tract and the aforementioned Riley Tract, the following seven (7) courses:

1. N 06°53'00"W 149.66 feet to a 1/2" iron rod found;
2. N 01°49'45"E 251.56 feet to a 1/2" iron rod found;
3. N 22°44'00"W 101.53 feet to a 1/2" iron rod found;
4. N 01°16'15"E 167.63 feet to a 1/2" iron rod found;
5. N 39°13'45"E 85.90 feet to a 1/2" iron rod found;
6. N 17°31'15"E 65.42 feet to a 1/2" iron rod found for the northeast corner of the Riley Tract; and
7. N 75°21'00"W 10.93 feet to a 1/2" iron rod found for the southeast corner of Lot 6, High Gabriel East Section Three, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet C, Slide 24, Plat Records of Williamson County, Texas;

THENCE leaving the Riley Tract, with the common line of the Moore Tract and said Lot 6, N 07°57'15"W 399.16 feet to a 1/2" iron rod found on the south line of Riva Ridge Drive, for the northwest corner of the Moore Tract, same being the northeast corner of Lot 6, for the northwest corner of the herein described tract of land;

THENCE leaving Lot 6, with the common line of Riva Ridge Drive and the Moore Tract, the following two (2) courses:

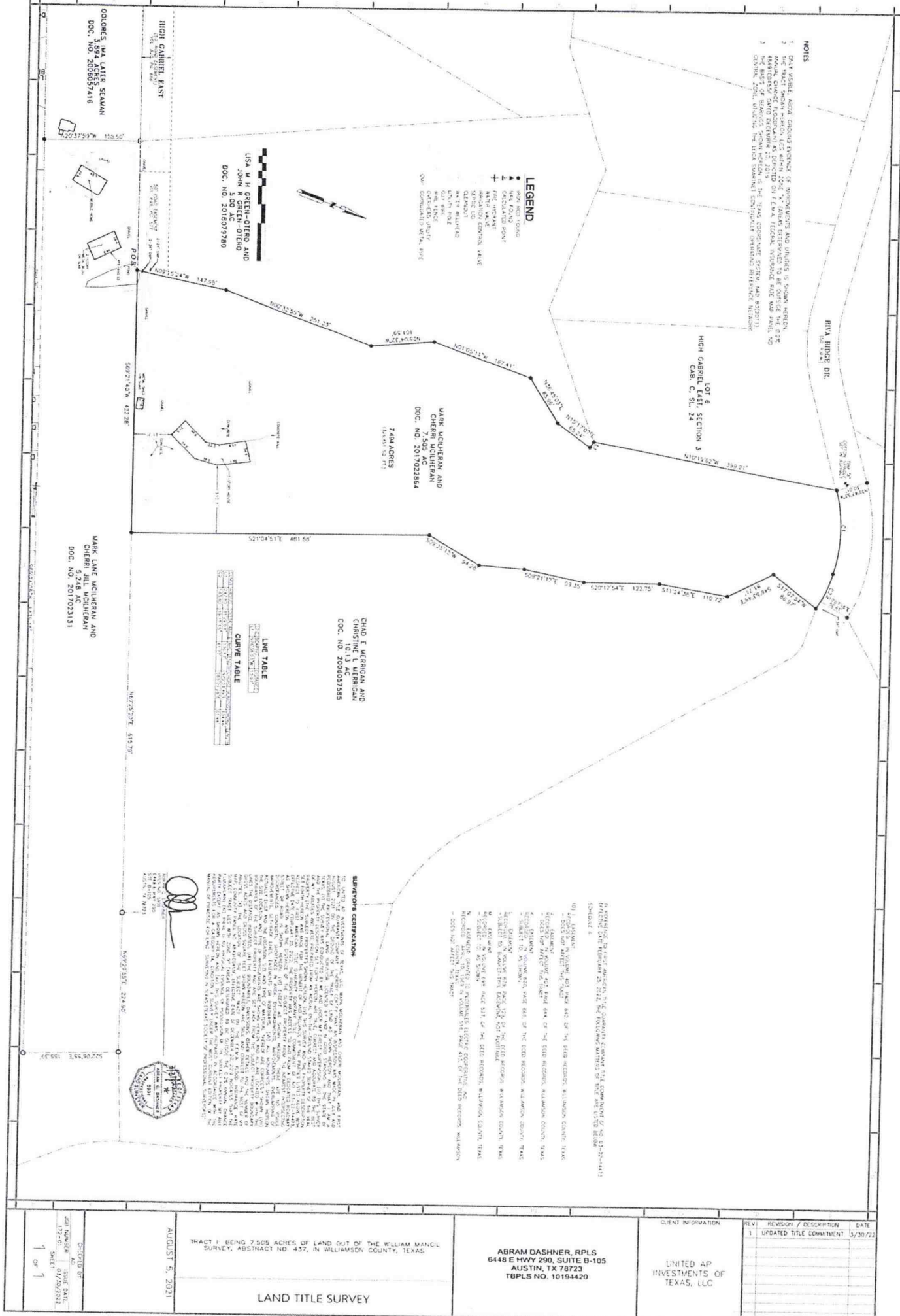
1. with a right breaking curve having a radius length of 247.80 feet, an arc length of 136.26 feet and a chord which bears N 72°58'45"E 134.55 feet to a 1/2" iron rod found; and
2. with a right breaking curve having a radius length of 183.80 feet, an arc length of 61.77 feet and a chord which bears S 82°43'30"E 61.48 feet to a 1/2" iron rod found for the northeast corner of the Moore Tract, same being the northwest corner of that 10.16 acre tract of land described in a deed dated August 8, 2000 from the Veterans Land Board of the State of Texas, to James Joseph, as recorded in Doc# 2000063127, Official Public Records of Williamson County, Texas, and being the northeast corner of the herein described tract of land;

THENCE leaving Riva Ridge Drive, with the common line of the Moore Tract and the aforementioned Joseph Tract, the following eight (8) courses:

1. S 19°33'45"W 86.93 feet to a 1/2" iron rod found;
2. S 44°32'43"E 81.67 feet to a 1/2" iron rod found;
3. S 09°06'00"E 110.73 feet to a 1/2" iron rod found;
4. S 17°53'30"E 122.70 feet to a 1/2" iron rod found;
5. S 07°02'00"E 99.36 feet to a 1/2" iron rod found;
6. S 13°50'45"E 74.59 feet to a 1/2" iron rod found;
7. S 12°01'45"W 93.93 feet to a 1/2" iron rod found; and
8. S 18°43'30"E 481.88 feet to a 1/2" iron rod found in the north line of the aforementioned The Moore Company Tract, for the southeast corner of the Moore Tract, same being the southwest corner of the Joseph Tract, and being the southeast corner of the herein described tract of land;

THENCE leaving the Joseph Tract, with the common line of the Moore Tract and the Moore Company Tract, S 71°28'30"W 422.89 feet to the PLACE OF BEGINNING. There are contained within these metes and bounds, 7.505 acres, more or less

EXHIBIT A



ABRAM DASHNER RPLS, LLC

TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR 5901

TBPLS FIRM NO. 10194420

info@rpls5901.com 512-244-3395

5.266 ACRES
WILLIAM MANCIL SURVEY
WILLIAMSON COUNTY, TX

FILE NO. 2022.050
PROJECT: 172-01
DATE: 03/22/2022

DESCRIPTION

5.266 ACRES IN THE WILLIAM MANCIL SURVEY, ABS. NO. 437, IN WILLIAMSON COUNTY, TEXAS, BEING THAT CERTAIN 5.248 ACRE TRACT CONVEYED TO MARK LANE MCILHERAN AND CHERRI JILL MICILHERAN BY DEED OF RECORD, IN DOCUMENT NO. 2017023131, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 5.266 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a calculated point at the northwest corner of said 5.248 acre tract, being the northeast corner of that certain 3.894 acre tract conveyed to Dolores Ima Later Seaman, by Deed of record in Document No. 2006057416 of said Official Public Records, also being the southeast corner of that certain 18.70 acre tract conveyed to Tai Keong & wife, Becky Sou-Heng Wong, and Kwok-Wai Chiu & wife, Jen Jong Huang, by Deed of record in Volume 1982, Page 631, of the Official Records of Williamson County, Texas, and the southwest corner of that certain 5.00 acre tract conveyed to Lisa M H Green-Otero and John R Green-Otero, by Deed of record in Document No. 2018079780, of said Official Public Records, for the northwesterly corner hereof;

THENCE, N69°21'40"E, along the north line of said 5.248 acre tract, in part along the south line of said 5.00 acre tract, at 208.16 feet passing a 1/2-inch iron rod found at the southeast corner of said 5.00 acre tract, being the southwest corner of that certain 7.505 acre tract conveyed to Mark McIlheran and Cherri McIlheran, by Deed of record in Document No. 2017022864, of said Official Public Records, and continuing along the south line of said 7.505 acre tract for a total distance of a distance of 630.44 feet to a 1/2-inch iron rod found at the southeast corner of said 7.505 acre tract, also being the southwest corner of a 10.13 acre tract conveyed to Chad E Merrigan and Christine L Merrigan, by Deed of record in Document No. 2006057585, of said Official Public Records, for an angle point;

THENCE, N69°25'20"E, along the south line of said 10.13 acre tract, being the north line of said 5.248 acre tract, a distance of 615.79 feet to a 1/2-inch iron rod found at the southeast corner of said 10.13 acre tract, being the southwest corner of a 3.3063 acre tract conveyed to James E Gammage, by Deed of record in Document No. 2000000508, of said Official Public Records, for an angle point;

THENCE, N69°29'55"E, along the south line of said 3.3063 acre tract, being the north line of said 5.248 acre tract, a distance of 224.90 feet to a 1/2-inch iron rod found at the northwest corner of a 2.3872 acre tract conveyed to Miriam Garcia & Brigido Cruces, by Deed of record in Document No. 2011046622, of said Official Public Records, for the northeasterly corner of said 5.248 acre tract and hereof;

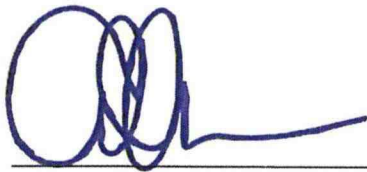
THENCE, S22°06'55"E, along the west line of said 2.3872 acre tract, being the east line of said 5.248 acre tract, a distance of 155.39 feet to a 1/2-inch iron rod found at the northeast corner of Lot 12, Block F, Bryson Phase 2, Section 2, a subdivision of record in Document No. 2019094753, of said Official Public Records, for the southeasterly corner of said 5.248 acre tract and hereof;

THENCE, S69°24'05"W, in part along the north line of said Bryson Phase 2, Section 2, in part along the north terminus of Upchurch Street (50' r.o.w.), and in part along the north line of Bryson Phase 2, Section 1, a subdivision of record in Document No. 2017105839, of said Official Public Records, a distance of 1475.15 feet to a 1/2-inch iron rod found at the southwest corner of said 5.248 acre tract, in the north line of Lot 11, Block C, of said Bryson Phase 2, Section 1, being the southeast corner of said 3.894 acre tract, for the southwesterly corner hereof;

THENCE, N20°37'58"W, along the east line of said 3.894 acre tract, being the west line of said 5.248 acre tract, a distance of 155.50 feet to the **POINT OF BEGINNING**, and containing 5.266 acres (229,421 square feet) of land, more or less.

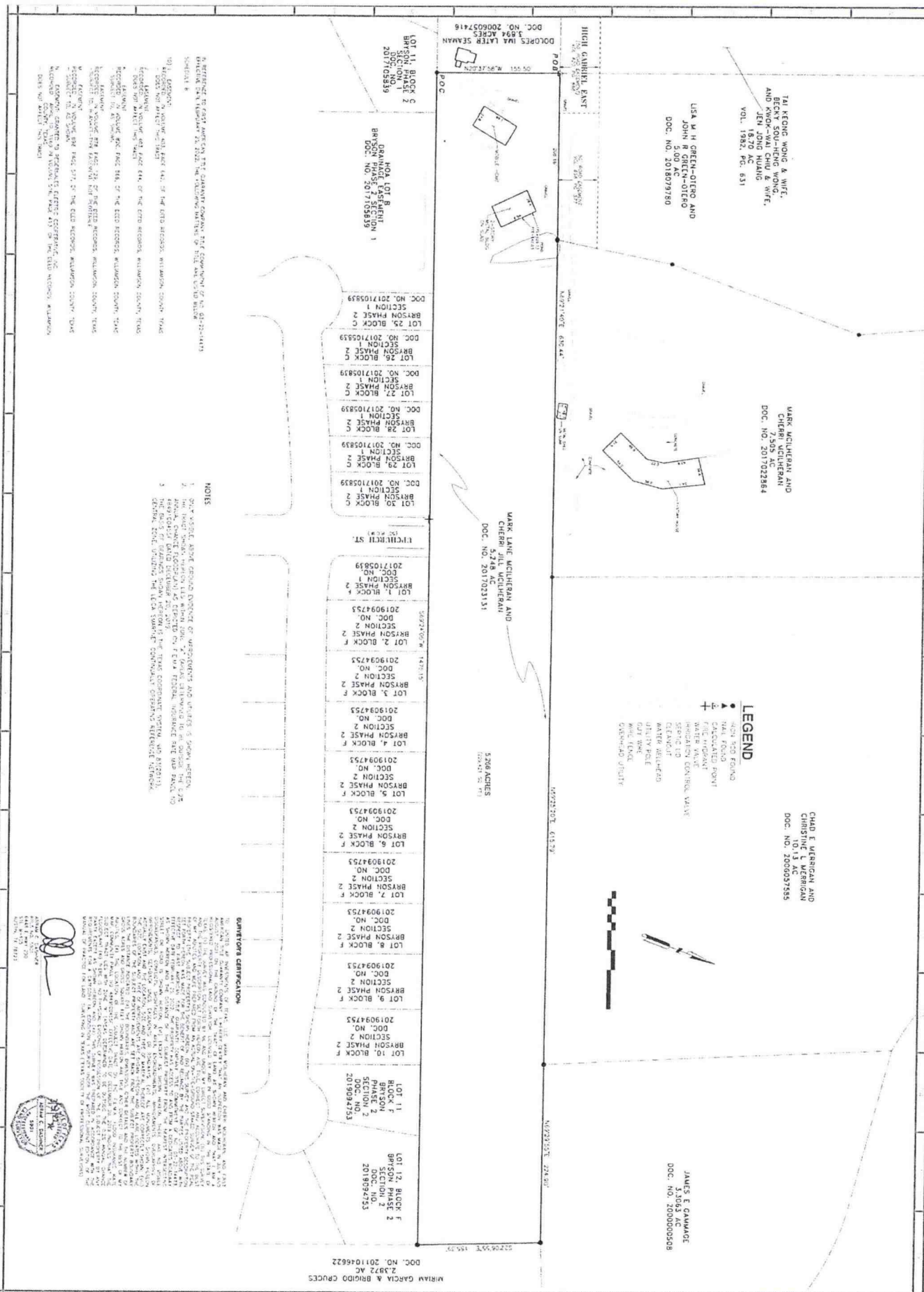
BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83(2011), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BASED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTHS OF JULY AND AUGUST, 2021, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.



ABRAM C. DASHNER
TEXAS RPLS 5901
TBPLS FIRM NO. 10194420





REV.	REVISION / DESCRIPTION	DATE
1	UPDATED TITLE COMMITMENT	3/30/22

CLIENT INFORMATION	UNITED AP INVESTMENTS OF TEXAS, LLC
ABRAM DASHNER, RPLS 6448 E HWY 290, SUITE B-105 AUSTIN, TX 78723 TBPLS NO. 10184420	

DATE OF SURVEY 172-01 1 OF 1	DATE OF SALE 09/09/2022
------------------------------------	----------------------------

Exhibit C
SERVICE AGREEMENT
[SEE ATTACHED]

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER**

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation ("City"), and United AP Investments of Texas, LLC ("Landowner"). The City and the Landowner may be referred to herein singularly as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, less and except any property previously annexed by the City (the, "Subject Property"); and

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (hereinafter, the "Effective Date"); and

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

WHEREAS, the infrastructure provided for herein and that are existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the Subject Property into the City; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings, and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the Subject Property upon request of the landowner or staff. The

Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowners or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the Subject Property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the Subject Property as required in City ordinances. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the Subject Property's owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the Subject Property's owner shall construct the internal wastewater lines and pay the costs of line

extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

1. Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

2. Routine maintenance as presently performed by the City.

D. The City will maintain existing public streets within the Subject Property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the Subject Property, as follows:

(i) As provided in C(i)(1) and C(i)(2) above;

(ii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(iii) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(iv) Installation and maintenance of street lighting in accordance with established policies of the City;

E. The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the Subject Property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area

under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Williamson County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

EXECUTED and AGREED to by the Parties this the 1 day of November, 2024.

ATTEST:


Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS

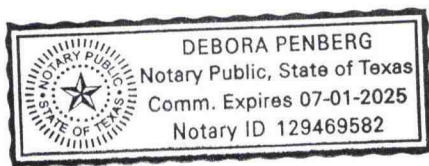

Todd Parton, City Manager

STAE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 7th day of November, 2024 by
Todd Parton, City Manager of the City of Leander, Texas, a Texas home-rule municipal corporation, on
behalf of said corporation.




NOTARY PUBLIC, State of Texas

(SEAL)

LANDOWNER(S):

By: A. Parmar
Name: Ashok M. Parmar
Title: Landowner
Address 2104 Brighton Park Dr.
Bakersfield, CA 93311
County Kern

By: _____
Name: _____
Title: _____
Address _____
County _____

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____ 20__.

(SEAL)

Notary Public - State of Texas

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

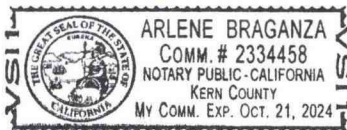
State of California

County of KERN

On APRIL 26, 2024 before me, ARLENE BRAGANZA, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared ASHOK PARMAR
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature ArBraganza
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement Regarding Post-Annexation

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: ⊕

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Subject Property

(see attached)

DESCRIPTION OF 7.505 ACRES, MORE OR LESS, OF LAND AREA, IN THE WILLIAM MANCIL SURVEY, ABSTRACT NO. 437, IN WILLIAMSON COUNTY, TEXAS, BEING THAT SAME TRACT OF LAND CALLED 7.503 ACRES IN A DEED DATED MAY 19, 1978 FROM HIGH GABRIEL DEVELOPMENT CO., INC. TO BILLY E. MOORE, ET UX, AS RECORDED IN VOLUME 713, PAGE 243, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the north line of that 5.27 acre tract of land described in a deed dated August 7, 1996 from Worth Seaman, to The Moore Company, as recorded in Doc# 9644304, Official Public Records of Williamson County, Texas, for the southwest corner of the aforementioned Moore Tract, same being the southeast corner of that 5.00 acres tract of land described in a deed dated March 24, 1998 from Toni M. Hicks, to Robert B. Riley, et ux, as recorded in Doc# 9831589, Official Public Records of Williamson County, Texas, and being the southwest corner of the herein described tract of land;

THENCE leaving the PLACE OF BEGINNING and the aforementioned The Moore Company Tract, with the common line of the Moore Tract and the aforementioned Riley Tract, the following seven (7) courses:

1. N 06°53'00"W 149.66 feet to a 1/2" iron rod found;
2. N 01°49'45"E 251.56 feet to a 1/2" iron rod found;
3. N 22°44'00"W 101.53 feet to a 1/2" iron rod found;
4. N 01°16'15"E 167.63 feet to a 1/2" iron rod found;
5. N 39°13'45"E 85.90 feet to a 1/2" iron rod found;
6. N 17°31'15"E 65.42 feet to a 1/2" iron rod found for the northeast corner of the Riley Tract; and
7. N 75°21'00"W 10.93 feet to a 1/2" iron rod found for the southeast corner of Lot 6, High Gabriel East Section Three, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet C, Slide 24, Plat Records of Williamson County, Texas;

THENCE leaving the Riley Tract, with the common line of the Moore Tract and said Lot 6, N 07°57'15"W 399.16 feet to a 1/2" iron rod found on the south line of Riva Ridge Drive, for the northwest corner of the Moore Tract, same being the northeast corner of Lot 6, for the northwest corner of the herein described tract of land;

THENCE leaving Lot 6, with the common line of Riva Ridge Drive and the Moore Tract, the following two (2) courses:

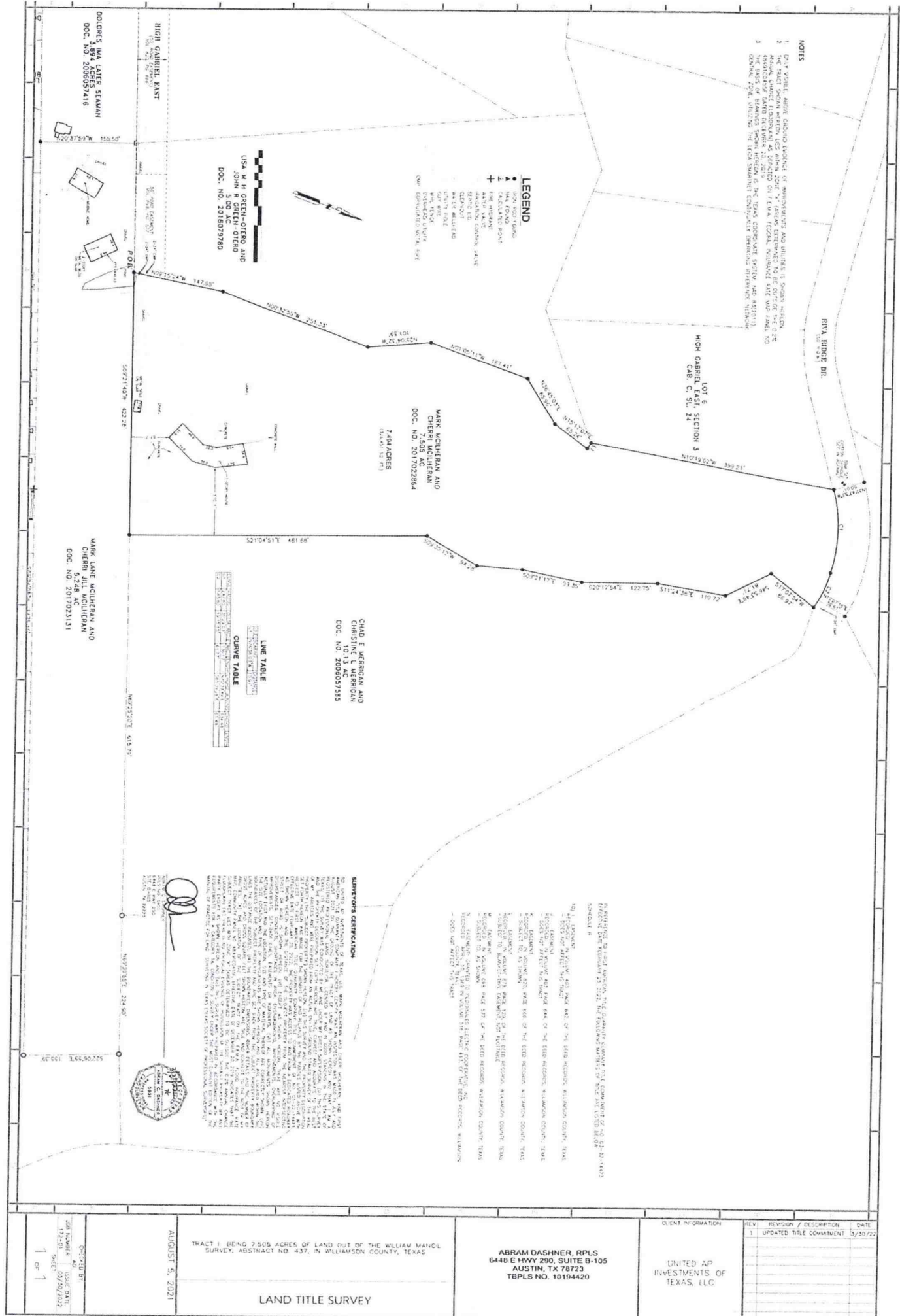
1. with a right breaking curve having a radius length of 247.80 feet, an arc length of 136.26 feet and a chord which bears N 72°58'45"E 134.55 feet to a 1/2" iron rod found; and
2. with a right breaking curve having a radius length of 183.80 feet, an arc length of 61.77 feet and a chord which bears S 82°43'30"E 61.48 feet to a 1/2" iron rod found for the northeast corner of the Moore Tract, same being the northwest corner of that 10.16 acre tract of land described in a deed dated August 8, 2000 from the Veterans Land Board of the State of Texas, to James Joseph, as recorded in Doc# 2000053127, Official Public Records of Williamson County, Texas, and being the northeast corner of the herein described tract of land;

THENCE leaving Riva Ridge Drive, with the common line of the Moore Tract and the aforementioned Joseph Tract, the following eight (8) courses:

1. S 19°33'45"W 86.93 feet to a 1/2" iron rod found;
2. S 44°32'45"E 81.67 feet to a 1/2" iron rod found;
3. S 09°06'00"E 110.73 feet to a 1/2" iron rod found;
4. S 17°53'30"E 122.70 feet to a 1/2" iron rod found;
5. S 07°02'00"E 99.36 feet to a 1/2" iron rod found;
6. S 13°50'45"E 74.59 feet to a 1/2" iron rod found;
7. S 12°01'45"W 93.93 feet to a 1/2" iron rod found; and
8. S 18°43'30"E 481.88 feet to a 1/2" iron rod found in the north line of the aforementioned The Moore Company Tract, for the southeast corner of the Moore Tract, same being the southwest corner of the Joseph Tract, and being the southeast corner of the herein described tract of land;

THENCE leaving the Joseph Tract, with the common line of the Moore Tract and the Moore Company Tract, S 71°28'30"W 422.89 feet to the PLACE OF BEGINNING. There are contained within these metes and bounds, 7.505 acres, more or less

EXHIBIT A



ABRAM DASHNER RPLS, LLC

TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR 5901

TBPLS FIRM NO. 10194420

info@rpls5901.com 512-244-3395

5.266 ACRES
WILLIAM MANCIL SURVEY
WILLIAMSON COUNTY, TX

FILE NO. 2022.050
PROJECT: 172-01
DATE: 03/22/2022

DESCRIPTION

5.266 ACRES IN THE WILLIAM MANCIL SURVEY, ABS. NO. 437, IN WILLIAMSON COUNTY, TEXAS, BEING THAT CERTAIN 5.248 ACRE TRACT CONVEYED TO MARK LANE MCILHERAN AND CHERRI JILL MICILHERAN BY DEED OF RECORD, IN DOCUMENT NO. 2017023131, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 5.266 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a calculated point at the northwest corner of said 5.248 acre tract, being the northeast corner of that certain 3.894 acre tract conveyed to Dolores Ima Later Seaman, by Deed of record in Document No. 2006057416 of said Official Public Records, also being the southeast corner of that certain 18.70 acre tract conveyed to Tai Keong & wife, Becky Sou-Heng Wong, and Kwok-Wai Chiu & wife, Jen Jong Huang, by Deed of record in Volume 1982, Page 631, of the Official Records of Williamson County, Texas, and the southwest corner of that certain 5.00 acre tract conveyed to Lisa M H Green-Otero and John R Green-Otero, by Deed of record in Document No. 2018079780, of said Official Public Records, for the northwesterly corner hereof;

THENCE, N69°21'40"E, along the north line of said 5.248 acre tract, in part along the south line of said 5.00 acre tract, at 208.16 feet passing a 1/2-inch iron rod found at the southeast corner of said 5.00 acre tract, being the southwest corner of that certain 7.505 acre tract conveyed to Mark McIlheran and Cherri McIlheran, by Deed of record in Document No. 2017022864, of said Official Public Records, and continuing along the south line of said 7.505 acre tract for a total distance of a distance of 630.44 feet to a 1/2-inch iron rod found at the southeast corner of said 7.505 acre tract, also being the southwest corner of a 10.13 acre tract conveyed to Chad E Merrigan and Christine L Merrigan, by Deed of record in Document No. 2006057585, of said Official Public Records, for an angle point;

THENCE, N69°25'20"E, along the south line of said 10.13 acre tract, being the north line of said 5.248 acre tract, a distance of 615.79 feet to a 1/2-inch iron rod found at the southeast corner of said 10.13 acre tract, being the southwest corner of a 3.3063 acre tract conveyed to James E Gammage, by Deed of record in Document No. 2000000508, of said Official Public Records, for an angle point;

THENCE, N69°29'55"E, along the south line of said 3.3063 acre tract, being the north line of said 5.248 acre tract, a distance of 224.90 feet to a 1/2-inch iron rod found at the northwest corner of a 2.3872 acre tract conveyed to Miriam Garcia & Brigido Cruces, by Deed of record in Document No. 2011046622, of said Official Public Records, for the northeasterly corner of said 5.248 acre tract and hereof;

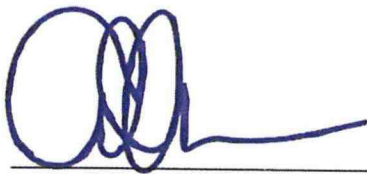
THENCE, S22°06'55"E, along the west line of said 2.3872 acre tract, being the east line of said 5.248 acre tract, a distance of 155.39 feet to a 1/2-inch iron rod found at the northeast corner of Lot 12, Block F, Bryson Phase 2, Section 2, a subdivision of record in Document No. 2019094753, of said Official Public Records, for the southeasterly corner of said 5.248 acre tract and hereof;

THENCE, S69°24'05"W, in part along the north line of said Bryson Phase 2, Section 2, in part along the north terminus of Upchurch Street (50' r.o.w.), and in part along the north line of Bryson Phase 2, Section 1, a subdivision of record in Document No. 2017105839, of said Official Public Records, a distance of 1475.15 feet to a 1/2-inch iron rod found at the southwest corner of said 5.248 acre tract, in the north line of Lot 11, Block C, of said Bryson Phase 2, Section 1, being the southeast corner of said 3.894 acre tract, for the southwesterly corner hereof;

THENCE, N20°37'58"W, along the east line of said 3.894 acre tract, being the west line of said 5.248 acre tract, a distance of 155.50 feet to the **POINT OF BEGINNING**, and containing 5.266 acres (229,421 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83(2011), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BASED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTHS OF JULY AND AUGUST, 2021, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.



ABRAM C. DASHNER
TEXAS RPLS 5901
TBPLS FIRM NO. 10194420



Schedule for Voluntary Annexation
7.505 +/- ACRES IN WILLIAMSON COUNTY

[illegible]

Thursday, December 19, 2024 Or at a special called meeting after the First Reading; Or within 90 days of First Reading. Tuesday December 10, 2024 – Council packet deadline	SECOND & FINAL READING OF ORDINANCE REGULAR MEETING	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	Williamson County ESD No. 5: Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable Leander is located in Williamson and Travis Counties. Confirm which ESD needs notice of disannexation.

***Dates in BOLD are MANDATORY dates to follow. Please advise of schedule deviation.**

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 12.75 ACRES ± OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home-rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owners of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit A**.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

Being 12.75 acres, more or less, of land in the William Mancil Survey, Abstract No. 437, Williamson County, Texas, being that same tract of land called 12.75 acres in a deed dated May 19, 1978 from High Gabriel Development Co., Inc. to Billy E. Moore, ET UX, as recorded in Volume 713, Page 243, Deed Records of Williamson County, Texas, being more particularly described in **Exhibit B** attached hereto and incorporated herein for all purposes.

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as **Exhibit A**.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the

rights and privileges of the City as set forth in the provisions of services agreement attached hereto as Exhibit A, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District “SFR-1-B” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established, therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That 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 9. 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, Tex. Gov’t. Code*.

PASSED AND APPROVED on First Reading this 5th day of December, 2024.

FINALLY PASSED AND APPROVED on this 19th day of December, 2024.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

SERVICE AGREEMENT

[SEE ATTACHED]

Exhibit B

PROPERTY DESCRIPTION

[SEE ATTACHED]



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Conduct a Public Hearing 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.

BACKGROUND:

This request is the second step in the zoning process. This property is located on High Gabriel East to the north of the Bryson subdivision, approximately 1,100 feet east of US 183. The applicant has submitted a petition for annexation of this tract. This request would rezone the property from the interim zoning applied at annexation. The proposed zoning district of SFS-2-B (Single-Family Suburban) would allow for the development of single-family detached dwellings on intermediate suburban standard sized lots and for other compatible and complimentary uses. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in a Neighborhood Residential identified by the Comprehensive Plan. In addition, the proposal is in compliance with Resolution No. 22-031-00 that was adopted by City Council to limit consideration of zoning requests that seek to add residential lots.

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

The Planning & Zoning Commission heard this item during the November 14, 2024 meeting and recommended to postpone action until the November 26, 2024 meeting to allow the applicant additional time to meet with the Property Owners Association (POA) located outside the city limits and address the concerns of the residents. The applicant was not able to meet with the POA due to their schedules. The request has been shared with their representative via email. The updated outreach summary is provided as Attachment #9. No changes were made to the request.

HISTORY/TIMELINE:

11/14/2024 – Planning & Zoning, Public Hearing
11/26/2024 – Planning & Zoning

APPLICANT/AGENT:

Kirkman Engineering (Sandy Brantley) on behalf of United AP Investments of Texas, LLC. (Ashok Parmar)

RECOMMENDATION:

Staff recommends approval. The Planning & Zoning Commission held a public hearing during the November 14, 2024 meeting and postponed action to the November 26, 2024 meeting. Their action will be available during the meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-24-0118 Att 1 Planning Analysis - High Gabriel PUD
2. Z-24-0118 Att 2 Current Zoning - High Gabriel PUD
3. Z-24-0118 Att 3 FLU Map - High Gabriel PUD
4. Z-24-0118 Att 4 Public Notification - High Gabriel PUD
5. Z-24-0118 Att 5 Proposed Zoning - High Gabriel PUD
6. Z-24-0118 Att 6 Aerial Map - High Gabriel PUD
7. Z-24-0118 Att 7 PUD Notes - High Gabriel PUD
8. Z-24-0118 Att 8 Letter of Intent- High Gabriel PUD
9. Z-24-0118 Att 9 Outreach Summary - High Gabriel PUD
10. Z-24-0118 Att 10 Applicant Update - High Gabriel PUD
11. Z-24-0118 Att 11 Ordinance - High Gabriel PUD
12. Z-24-0118 Att 12 11-14-2024 P & Z minutes
13. 11-26-2024 P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-24-0118 HIGH GABRIEL TOWNSHIP PUD

GENERAL INFORMATION

Owner/Agent:	Kirkman Engineering (Sandy Brantley) on behalf of United AP Investments of Texas, LLC (Ashok Parmar).
Current Zoning:	Interim SFR-1-B (Single-Family Rural)
Proposed Zoning:	High Gabriel Township PUD (Planned Unit Development) with the base zoning district SFS-2-B (Single-Family Suburban)
Size and Location:	The property is located south of High Gabriel East, approximately 1,100 feet east of US 183, including approximately 12.75 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 allow for single-family lots with an adjusted lot depth on certain lots that would not be meeting the minimum requirements due to the configuration of the tract.

STAFF CONCLUSIONS

Y N

- ☒ ☐ Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page 2*
- ☒ ☐ Does the proposal comply with the goal statements of the Comprehensive Plan? *see page 3*
- ☒ ☐ Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

The applicant is requesting alternative standards for lot dimensions on lots where the lot depth cannot be met. On lots that require this alternative, the overall lot area will still need to be met by adjusting the lot width. The changes to the lot dimension require the establishment of a Planned Unit Development (PUD).

The annexation case A-24-0011 must be approved before this zoning request may be approved by the City Council. The two cases are scheduled for a public hearing with City Council on December 5, 2024 and a final reading on December 19, 2024.

As this Commission is aware, Resolution No. 22-031-00 was adopted by City Council in October of 2022 to limit consideration of zoning requests that seek to add residential lots. However this resolution does prioritize large lot/low-density residential development such as SFR, SFE and SFS.

SITE INFORMATION:**ABUTTING ZONING AND LAND USE:**

	ZONING	LAND USE
NORTH	ETJ	Residential
EAST	SFR-1-B	Residential
SOUTH	PUD-SF	Bryson Subdivision
WEST	LC-2-A	Undeveloped

SURROUNDING AREA:

This property is located north of the Bryson Subdivision, just east of US 183 and High Gabriel East.

PHYSICAL AND NATURAL FEATURES:

This property contains trees that will be held to the mitigation standards provided in the Composite Zoning Ordinance.

PROPERTY HISTORY:

This property is proposed to be annexed prior to the approval of this zoning case.

PREVIOUS ZONING CASES:

No zoning cases have been previously submitted for this property:

MAJOR CORRIDORS:

This property has access onto High Gabriel East.

TRANSPORTATION PLAN REQUIREMENTS:

This property includes proposed streets that will be reviewed during the subdivision of the site.

SUBDIVISIONS:

No subdivision cases have been previously submitted for this property:

EXISTING UTILITIES:

This property has access to water from the Bryson Subdivision on the south. Wastewater will need to be extended to the property.

CURRENT LAND USES:

This property is currently being used as residence.

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 single-family residential neighborhood. 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**SFS – SINGLE FAMILY SUBURBAN:**

Features: 9,000 sq. ft. lot min.; 1,500 sq. ft. living area min.

Intent: Development of single-family detached dwellings on intermediate suburban standard sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with intermediate lot sizes.

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 B:**

Features: Four (4) or more architectural features.

Intent:

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

COMPREHENSIVE PLAN:**Applicable Comprehensive Plan goal statements**

- Strategy 10.2: Support housing that has well-defined design character, compatibility with adjacent uses, and balanced density.

Applicable Future Land Use categories**NEIGHBORHOOD RESIDENTIAL**

- The Neighborhood Residential land use category is intended to be developed primarily as new single-family detached residential subdivisions with associated amenities, such as parks, trails, open space areas, and elementary schools. These areas are intended to have a mix of suburban and auto-oriented development character which are primarily found in the form of detached residential lots.

Architectural styles, building height and massing are relatively uniform in this type of land use. Most streets are considered to be local and low-volume with curb and gutter, sidewalks, consistent speeds and highly accessible driveways. Strategically located parks are essential and in some cases a school or other institutional use are integrated or in close proximity.

Some neighborhood-serving retail and office uses are permitted in these areas with highly-restrictive use, site and design requirements. These type of uses are residential in scale and architectural design and are walkable in nature, though auto-serving. These uses are not shown on the Future Land Use Map as commercial and are supported when integrated into a development with appropriate site and zoning compatibility 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 held with Staff on 12/04/2023. The following changes were made to the project since the development meeting was held:

- Adjusted the lot dimensions to comply with the SFS zoning district instead of SFC.

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
 12/05/2024 - City Council Public Hearing & First Reading of the Ordinance
 12/19/2024 - 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 reached 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' were also contacted.

A neighborhood meeting was held at 5:30 pm on 04/02/2024 at Blue Corn Harvest. A second meeting was held at 6:00 p.m. on 04/23/2024 at the Bryson Amenity Center. Below is a list of comments/concerns that were discussed during the meeting:

- Privacy/height
- Traffic
- Drainage

No changes were made to address issues discussed. Concerns will be taken into consideration at the design stage.

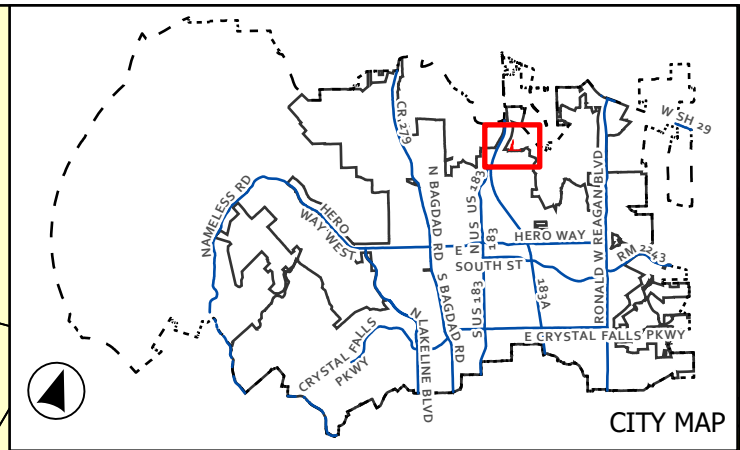
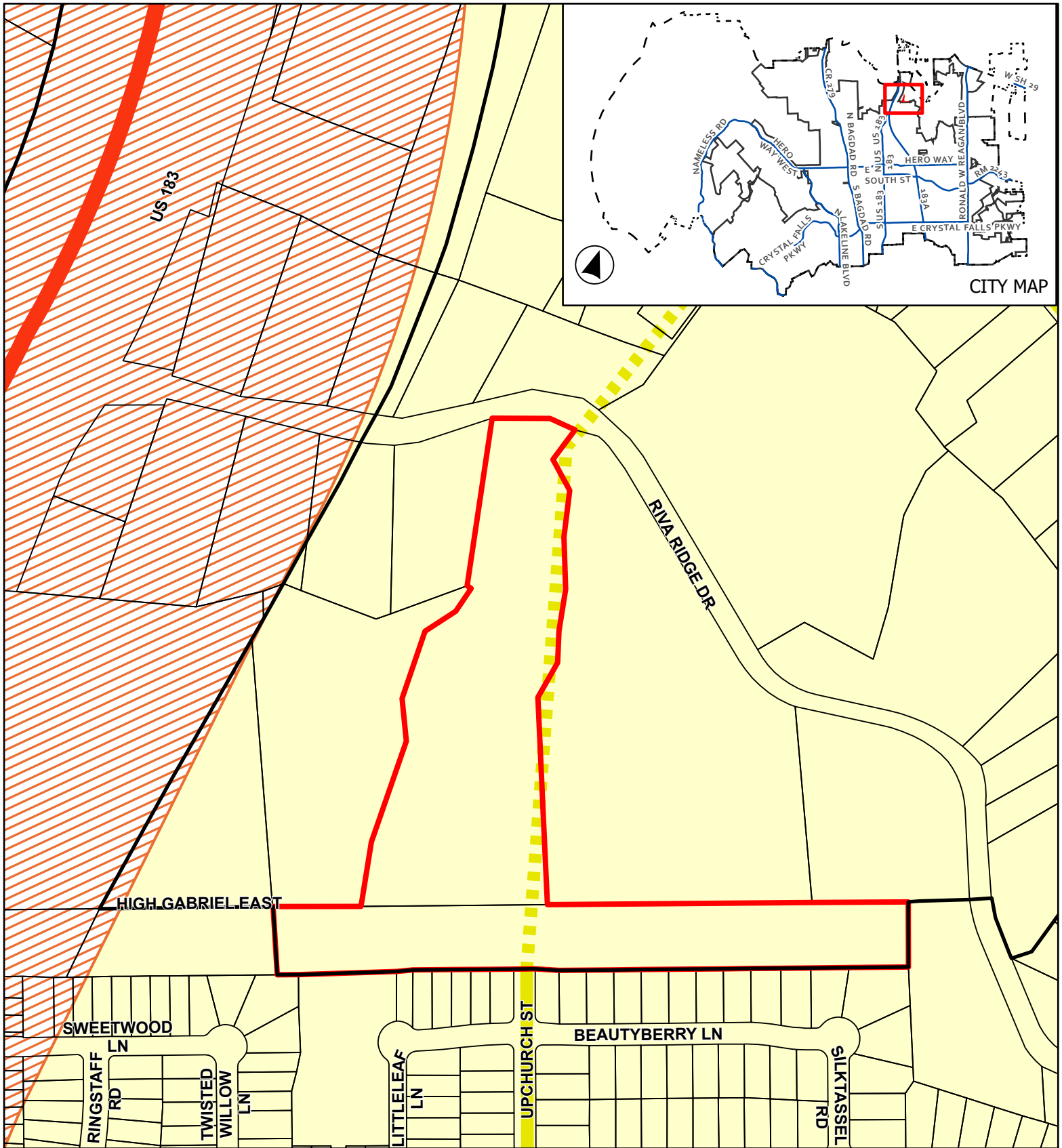
Please see the full report from the applicant attached.

APPROVAL CRITERIA:

This request for a Planned Unit Development with a base zoning district of SFS-2-B (Single-Family Suburban) is compatible with the Neighborhood Residential future land use category. The PUD includes alternative standards for lot depths that would meet the intent of the ordinance regarding lot area minimums. Staff recommends approval of the request.



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 herein provided.



CASE: Z-24-0118

ATTACHMENT 3

HIGH GABRIEL PUD

Future Land Use Map

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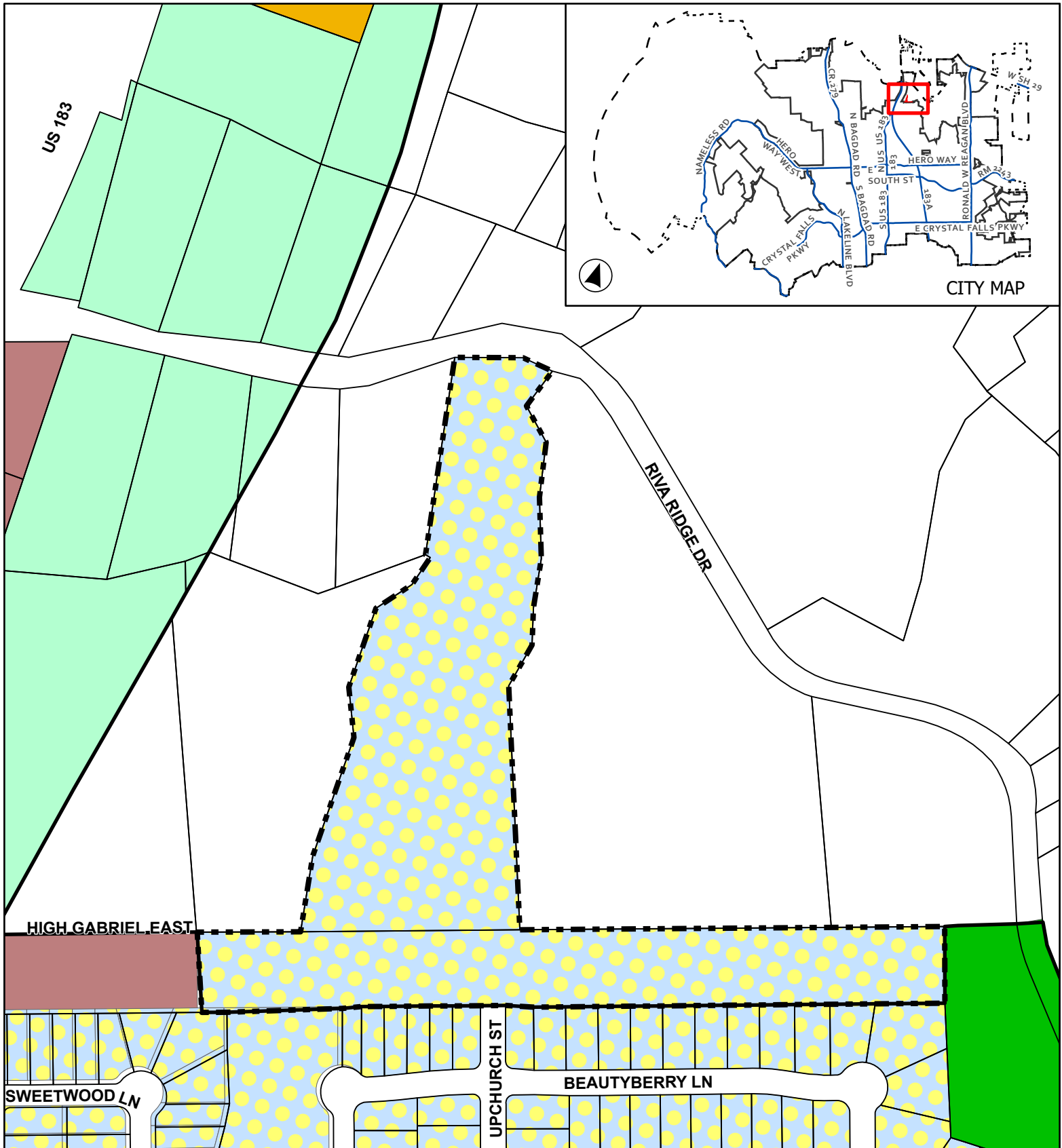


- Leander City Limits
- ETJ Boundary
- Subject Boundary

Future Land Use

- Greenway
- Multi-Use Corridor - Priority Corridor

- Neighborhood Residential
- Thoroughfare Plan**
- Access Controlled, Existing
- Collector, Existing
- Collector, Proposed



CASE: Z-24-0118

ATTACHMENT 5

HIGH GABRIEL PUD

Proposed Zoning

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural

- SFS - Single-Family Suburban
- SFT - Single-Family Townhouse
- LC - Local Commercial
- PUD - Single-Family

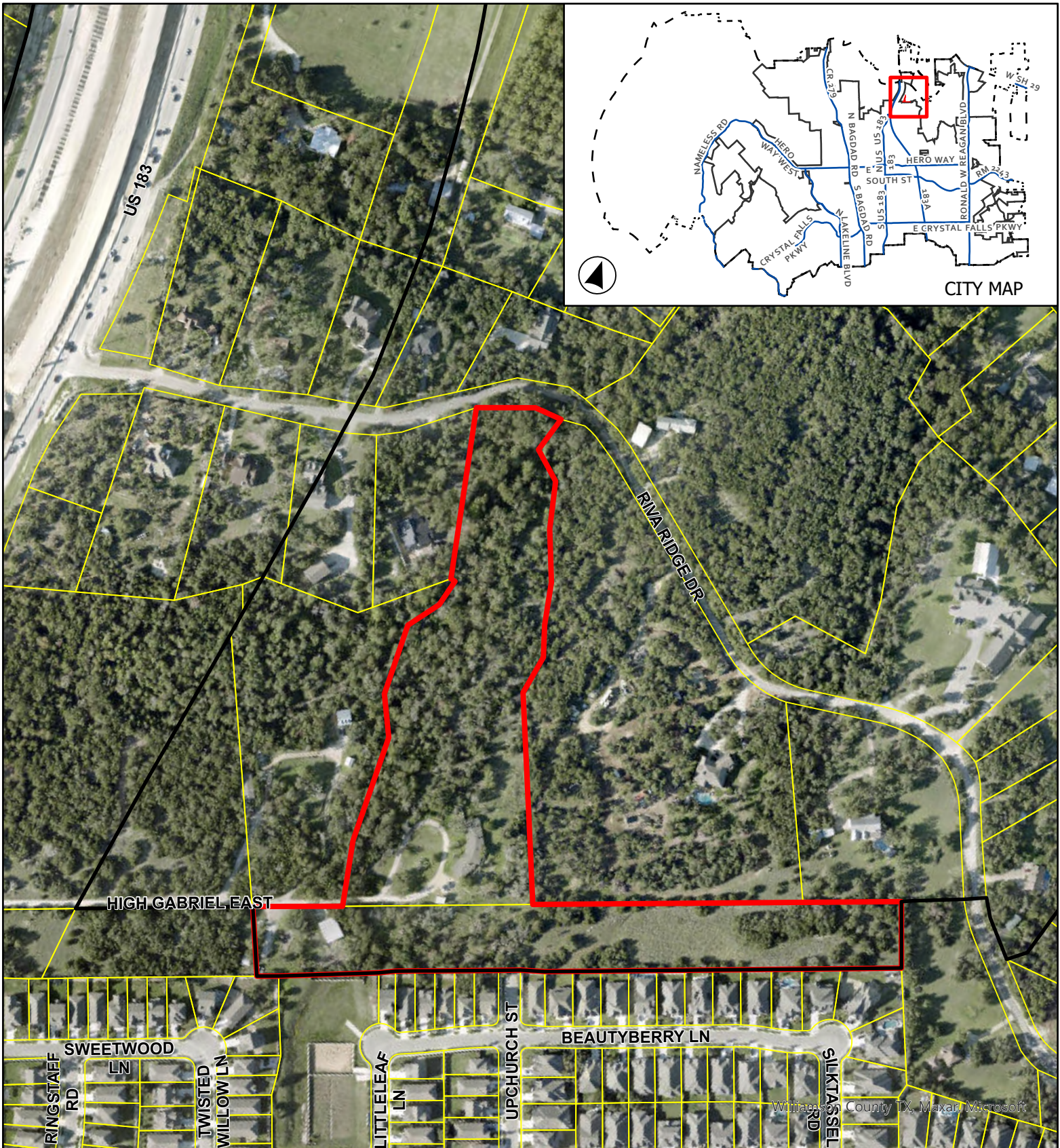
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Feet



CASE: Z-24-0118

ATTACHMENT 6

HIGH GABRIEL PUD

Aerial Map

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Feet

-  Leander City Limits
-  Subject Boundary

EXHIBIT A

High Gabriel Township Planned Unit Development

A. Purpose and Intent

1. The High Gabriel Township PUD is comprised of approximately 12.75 acres, as shown in **Exhibit B**. The development of this property includes single family residential lots.

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 district has been selected from the Leander Composite Zoning Ordinance.

SFS- 2- B (Single-Family Suburban)

C. Conceptual Site Layout & Land Use Plan

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

D. Allowable/Prohibited Uses

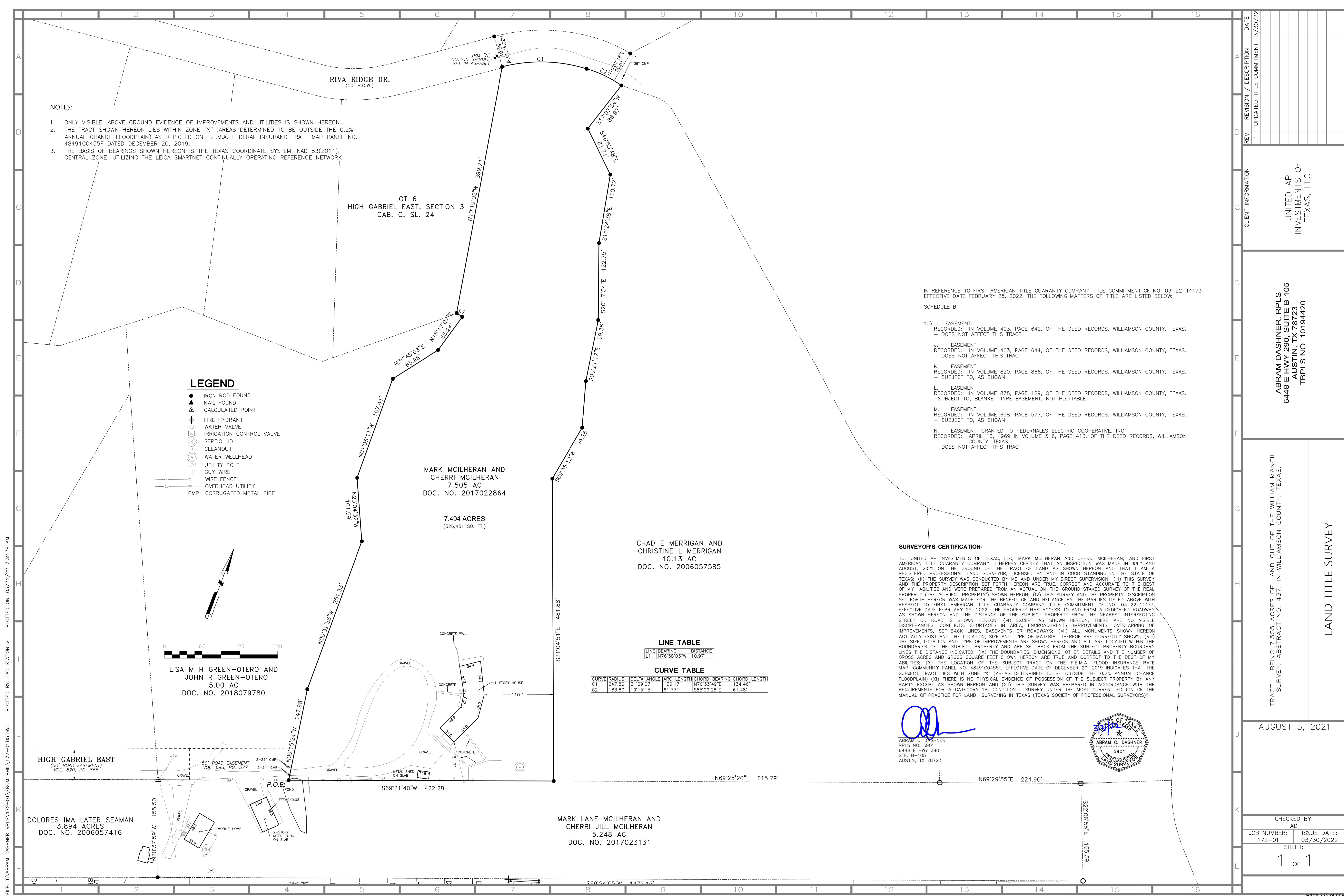
1. The allowable uses shall include all uses permitted in the SFS use component as defined in the Leander Composite Zoning Ordinance.

E. Development Standards

1. The lots shall comply with the area minimums required for SFS use component in the Leander Composite Zoning Ordinance. Where lot depths must be reduced, the lots must comply with the minimums shown in the table provided in E.(2) When lot depths are reduced, the widths shall be increased to maintain minimum areas.
2. The following lot sizes shall apply when not able to comply with those provided in the SFS use component:

Interior Lots				Corner Lots			
Min Area	Min Width	Max Width	Min Depth	Min Area	Min Width	Max Width	Min Depth
9,000 SF	70'	90'	105'	10,000 SF	80'	105'	105'

3. All other development standards shall match the standards defined in the Leander Composite Zoning Ordinance.





7.494+/- acres situated in the W. Mancil survey, abstract no. 437

Leander, Williamson County, Texas

BEING a tract situated in the W. Mancil Survey, abstract Number 437, in the City of Leander, Williamson County, Texas, being all of "TRACT I" by deed recorded under Document Number 2022044782 of the Official Public Records, Williamson County, Texas, (O.P.R.W.C.T.), the subject tract being more particularly described as follows:

BEGINNING at a 1/2 inch rebar found for the southwest corner of said "TRACT I" and the herein described tract;

THENCE with the perimeter and to the corners of said "TRACT I", the following calls:

1. North 09 degrees 15 minutes 24 seconds West, a distance of 147.98 feet to a 1/2 inch rebar found;
2. North 00 degrees 32 minutes 55 seconds West, a distance of 251.33 feet to a 1/2 inch rebar found;
3. North 25 degrees 04 minutes 32 seconds West, a distance of 101.59 feet to a 1/2 inch rebar found;
4. North 01 degrees 05 minutes 11 seconds West, a distance of 167.41 feet to a 1/2 inch rebar found;
5. North 36 degrees 45 minutes 03 seconds East, a distance of 85.96 feet to a 1/2 inch rebar found;
6. North 15 degrees 17 minutes 07 seconds East, a distance of 65.24 feet to a 1/2 inch rebar found;
7. North 76 degrees 38 minutes 03 seconds West, a distance of 10.97 feet to a 1/2 inch rebar found;
8. North 10 degrees 19 minutes 02 seconds West, a distance of 399.21 feet to a 1/2 inch rebar found at the beginning of a non-tangent curve to the right, having a radius of 247.80 feet, with a delta angle of 31 degrees 29 minutes 07 seconds, whose chord bears North 70 degrees 33 minutes 49 seconds East, a distance of 134.46 feet;
9. Along said non-tangent curve to the right, an arc length of 136.17 feet to a 1/2 inch rebar found at the beginning of a compound curve to the right, having a radius of 183.80 feet, with a delta angle of 19 degrees 15 minutes 15 seconds, whose chord bears South 85 degrees 09 minutes 28 seconds East, a distance of 61.48 feet;
10. Along said compound curve to the right, an arc length of 61.77 feet to a 1/2 inch rebar found;
11. South 17 degrees 07 minutes 54 seconds West, a distance of 86.97 feet to a 1/2 inch rebar found;
12. South 46 degrees 53 minutes 48 seconds East, a distance of 81.71 feet to a 1/2 inch rebar found;
13. South 11 degrees 24 minutes 38 seconds East, a distance of 110.72 feet to a 1/2 inch rebar found;
14. South 20 degrees 17 minutes 54 seconds East, a distance of 122.75 feet to a 1/2 inch rebar found;
15. South 09 degrees 21 minutes 17 seconds East, a distance of 99.35 feet to a 1/2 inch rebar found;
16. South 16 degrees 15 minutes 06 seconds East, a distance of 74.32 feet to a 1/2 inch rebar found;
17. South 09 degrees 35 minutes 12 seconds West, a distance of 94.28 feet to a 1/2 inch rebar found;
18. South 21 degrees 04 minutes 51 seconds East, a distance of 481.88 feet to a 1/2 inch rebar found;
19. South 69 degrees 21 minutes 40 seconds West, a distance of 422.28 feet, returning to the **POINT OF BEGINNING** and enclosing 7.494 (326,451 square feet) of land, more or less.

Prepared for Kirkman Engineering by Barton Chapa Surveying

3601 NE Loop 820, Ste. 108 – Fort Worth, TX 76137

817.864.1957 | info@bcsdfw.com | TBPELS Firm 10194474 | John H. Barton III, RPLS# 6737



This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. Any reference to “found” corner monument(s) within the above description is as called/shown on Land Title Survey prepared by Abram C. Dashner, RPLS 5901, re-issued on March 30, 2022 and is not indicative of an on-the-ground survey by Barton Chapa Surveying, LLC.

ABRAM DASHNER RPLS, LLC

TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR 5901

TBPLS FIRM NO. 10194420

info@rpls5901.com 512-244-3395

5.266 ACRES
WILLIAM MANCIL SURVEY
WILLIAMSON COUNTY, TX

FILE NO. 2022.050
PROJECT: 172-01
DATE: 03/22/2022

DESCRIPTION

5.266 ACRES IN THE WILLIAM MANCIL SURVEY, ABS. NO. 437, IN WILLIAMSON COUNTY, TEXAS, BEING THAT CERTAIN 5.248 ACRE TRACT CONVEYED TO MARK LANE MCILHERAN AND CHERRI JILL MCILHERAN BY DEED OF RECORD, IN DOCUMENT NO. 2017023131, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 5.266 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a calculated point at the northwest corner of said 5.248 acre tract, being the northeast corner of that certain 3.894 acre tract conveyed to Dolores Ima Later Seaman, by Deed of record in Document No. 2006057416 of said Official Public Records, also being the southeast corner of that certain 18.70 acre tract conveyed to Tai Keong & wife, Becky Sou-Heng Wong, and Kwok-Wai Chiu & wife, Jen Jong Huang, by Deed of record in Volume 1982, Page 631, of the Official Records of Williamson County, Texas, and the southwest corner of that certain 5.00 acre tract conveyed to Lisa M H Green-Otero and John R Green-Otero, by Deed of record in Document No. 2018079780, of said Official Public Records, for the northwesterly corner hereof;

THENCE, N69°21'40"E, along the north line of said 5.248 acre tract, in part along the south line of said 5.00 acre tract, at 208.16 feet passing a 1/2-inch iron rod found at the southeast corner of said 5.00 acre tract, being the southwest corner of that certain 7.505 acre tract conveyed to Mark McIlheran and Cherri McIlheran, by Deed of record in Document No. 2017022864, of said Official Public Records, and continuing along the south line of said 7.505 acre tract for a total distance of a distance of 630.44 feet to a 1/2-inch iron rod found at the southeast corner of said 7.505 acre tract, also being the southwest corner of a 10.13 acre tract conveyed to Chad E Merrigan and Christine L Merrigan, by Deed of record in Document No. 2006057585, of said Official Public Records, for an angle point;

THENCE, N69°25'20"E, along the south line of said 10.13 acre tract, being the north line of said 5.248 acre tract, a distance of 615.79 feet to a 1/2-inch iron rod found at the southeast corner of said 10.13 acre tract, being the southwest corner of a 3.3063 acre tract conveyed to James E Gammage, by Deed of record in Document No. 2000000508, of said Official Public Records, for an angle point;

THENCE, N69°29'55"E, along the south line of said 3.3063 acre tract, being the north line of said 5.248 acre tract, a distance of 224.90 feet to a 1/2-inch iron rod found at the northwest corner of a 2.3872 acre tract conveyed to Miriam Garcia & Brigido Cruces, by Deed of record in Document No. 2011046622, of said Official Public Records, for the northeasterly corner of said 5.248 acre tract and hereof;

Exhibit " C "

THENCE, S22°06'55"E, along the west line of said 2.3872 acre tract, being the east line of said 5.248 acre tract, a distance of 155.39 feet to a 1/2-inch iron rod found at the northeast corner of Lot 12, Block F, Bryson Phase 2, Section 2, a subdivision of record in Document No. 2019094753, of said Official Public Records, for the southeasterly corner of said 5.248 acre tract and hereof;

THENCE, S69°24'05"W, in part along the north line of said Bryson Phase 2, Section 2, in part along the north terminus of Upchurch Street (50' r.o.w.), and in part along the north line of Bryson Phase 2, Section 1, a subdivision of record in Document No. 2017105839, of said Official Public Records, a distance of 1475.15 feet to a 1/2-inch iron rod found at the southwest corner of said 5.248 acre tract, in the north line of Lot 11, Block C, of said Bryson Phase 2, Section 1, being the southeast corner of said 3.894 acre tract, for the southwesterly corner hereof;

THENCE, N20°37'58"W, along the east line of said 3.894 acre tract, being the west line of said 5.248 acre tract, a distance of 155.50 feet to the **POINT OF BEGINNING**, and containing 5.266 acres (229,421 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83(2011), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

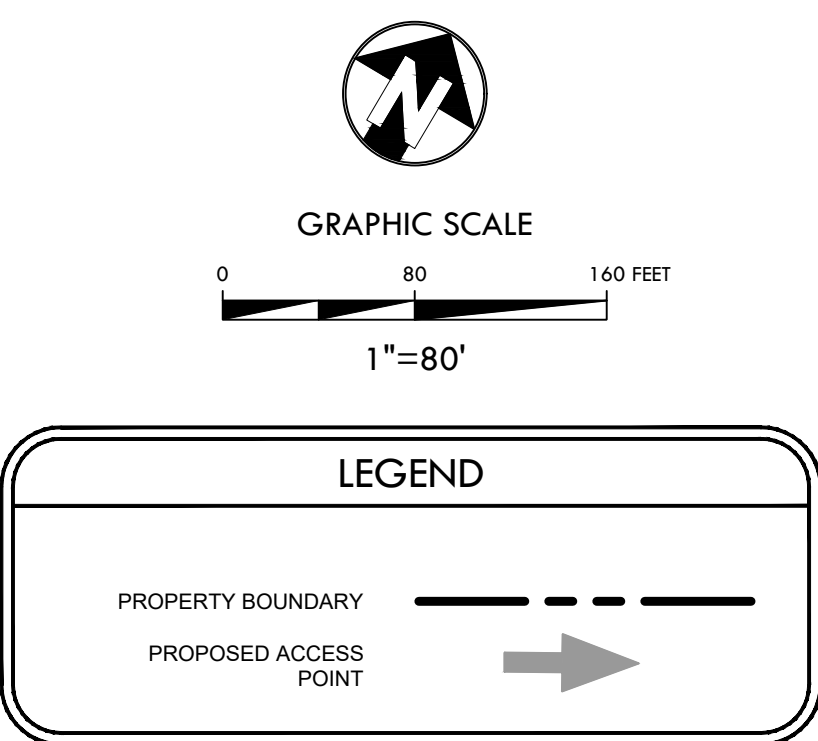
I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BASED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTHS OF JULY AND AUGUST, 2021, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.



ABRAM C. DASHNER
TEXAS RPLS 5901
TBPLS FIRM NO. 10194420



Exhibit " C "



SHEA O. KIRKMAN
P.E.# 91865
DATE: June 3, 2024

**HIGH GABRIEL
RESIDENTIAL**

CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

[illegible]

The logo for Kirkman Engineering features a large, stylized 'KE' in blue and grey. Below it, the word 'kirkman' is written in a lowercase, blue, sans-serif font, followed by 'ENGINEERING' in a smaller, uppercase, grey, sans-serif font. Below the logo, the company name 'KIRKMAN ENGINEERING, LLC' is printed in a bold, uppercase, sans-serif font, followed by the address '5200 STATE HIGHWAY 121', 'COLLEYVILLE, TX 76034', and 'TEXAS FIRM NO. 15874'. Below this information, the job number 'JOB NUMBER: ASH23001' and the issue date 'ISSUE DATE: 6/3/24' are listed. At the bottom, the title 'PUD EXHIBIT C' is centered, followed by the main title 'CONCEPTUAL SITE LAYOUT & LAND USE PLAN' in a large, bold, uppercase, sans-serif font. Below the title, the text 'SHEET:' is centered, followed by a large 'V1.5' in a very large, bold, sans-serif font.

Kirkman Engineering
1130 Cottonwood Creek Trail
Suite C3
Cedar Park, TX 78613
512-428-8586



April 22, 2024

City of Leander Planning Department
P.O. Box 319
Leander, Texas 78646

High Gabriel Township PUD Request: 450 & 501 High Gabriel E

On behalf of the property owner, I am applying for a Planned Unit Development of the properties located at 450 and 501 High Gabriel East (Williamson County Appraisal District Parcel ID R362129 & R032227). The properties total approximately 12.75 acres and are currently in the City of Leander's ETJ. The base zoning is SFS-2-B.

Property Owner: United AP Investments of Texas LLC
Nilangini Sishodia, Owner Contact

Owner Mailing Address: 1801 S. Mopac Expressway, Suite 100
Austin, TX 78746

This PUD is being requested because the dimensions of the overall property do not allow us to meet the lot depth standards required in the SFS district along the south boundary. With that being the case, we are proposing to keep the SFS lot area minimums the same but reduce lot depths where needed, compensating with increased lot widths. The minimum lot depths will be changed from 115' to 105' for both corner and interior lots, while the maximum lot widths will be changed from 80' to 90' for interior lots and 90' to 105' for corner lots. We believe this combination of efforts allows us to maintain the ability to develop lower-density, single family uses on the property as prioritized by its future land use designation.

Please don't hesitate to contact me at 512-428-8586 if you have any questions.

Sincerely,

Sandy Brantley, Project Manager

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.

On April 2nd, 2024 a neighborhood meeting was held at Blue Corn Harvest in Leander at 5:30 pm. Properties with 500' were notified to attend

On April 23rd, a meeting was held at the Bryson Community area at 6-6:30 pm for the Bryson HOA and community.

From November 18-21, email coordination with the High Gabriel Estate POA was completed. Concept Plan and PUD variance was provided to the POA.

The POA will have a meeting internally to discuss.

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.

Property owners within 500' and the High Gabriel Estates POA and Bryson HOA.

3. What concerns were raised during these communications?

The residents were concerned about the homes abutting their property. Requesting for one story where adjacent

so there's no overlook. There were concerns about the roadway connection to Riva Ridge Dr. The residents mentioned this is a run down county road. There were concerns from the neighbors about the drainage in the area, stating there is flooding during strong storm events.

A resident asked to relocated High Gabriel E to the south side property line for extra buffering.

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

Engineering related concerns cannot be met at this time without modeling and design. Drainage and access will be evaluated at Site Development.

Currently there are screening fencings along the Bryson Community. On going communication with the neighbors will occur to discuss screening and landscaping options. It is not feasible to move High Gabriel to the southside of the property with the geometry of the property. Building height restriction was not alternated from the base zoning requirements.

Properties located on Bryson also have two-story homes and this request would not be fair to this development.

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

Signature: SANDY BRANTLEY

Date 11/21/2024

Kirkman Engineering
5200 State Highway 121
Colleyville, TX 76034
817.488.4960



November 22, 2024

Planning and Zoning Commissioners
City of Leander
PO Box 319
Leander, TX 78641
512-528-2950

RE: Z-24-0118 – High Gabriel Township

Dear Planning and Zoning Commissioners,

I am writing to you regarding the High Gabriel Township Zoning Case Z-24-0118. I would like to thank you all for providing me with specific concerns regarding the neighbors in the surrounding area. Please refer to the following below for the description of the concerns from the November 14th planning and zoning public hearing.

1. Review height restriction per neighbor's request:
Action: The developer does not seek to add a one-story height restriction to the PUD zoning description. Bryson lots adjacent to this property have two-story residences in multiple areas and it would not be fair to the developer to request this restriction. I would like to request the commissioners to reevaluate and omit this request please.
2. Public Notice Signs locations and installation:
Action: City staff, Karina Castillo confirmed city staff visited the project site and are installing new signs.
3. High Gabriel Estates POA neighborhood outreach/Deed restriction:
Action: On November 18th, 2024, Sandy Brantley with Kirkman Engineering requested a meeting with the High Gabriel Estates POA. Multiple coordination emails were exchanged. A concept plan of the PUD area and a description of the PUD variance of the lot regulation was shared with the POA. The POA will meet internally to share the information provided. City staff and Kirkman Engineering could not find the deed restriction as mentioned by the POA residents recorded at the county. Investigation has been completed.

Please accept this letter with my full respect for the commissioners and residents' concerns and requests. The above concerns have been fully regarded and addressed to the best of the developer and my ability.

Sincerely,
Sandy Brantley, PM
Kirkman Engineering

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 HIGH GABRIEL TOWNSHIP PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF SFS-2-B (SINGLE-FAMILY SUBURBAN); 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 12.75 acres $\pm$; being more particularly described in Exhibit "B"; located generally located south of High Gabriel East, approximately 1,100 feet east of US 183; identified by Williamson Central Appraisal District tax identification numbers R362129 and R032227; more particularly described in Instrument Number 2022044782; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the High Gabriel Township (Planned Unit Development) with the base zoning district of SFS-2-B (Single-Family Suburban). 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 5th day of December, 2024.
FINALLY PASSED AND APPROVED on this the 19th 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 2 – Joseph Morales
Place 3 – Ron May
Place 4 – Tara LeDay**

**Place 5 – James Oliver, Vice–Chair
Place 6 –Laura Lantrip, Chair
Place 7 –Scott Calame
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 $\pm$ 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 $\pm$ 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



**MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Tuesday, November 26, 2024
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – Joseph Morales
Place 3 – Ron May
Place 4 – Tara LeDay**

**Place 5 – James Oliver, Chair
Place 6 – Laura Lantrip
Place 7 – Scott Calame, Vice-Chair
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 present except Commissioner Joseph Morales and Commissioner Tara LeDay.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the November 21, 2024 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

No one wished to speak.

CONSENT AGENDA: ACTION

Motion to approve Consent Agenda Item # 6.

6. Approval of the minutes for meeting held on November 14, 2024.

By: Board Member Calame
Seconded: Board Member May

Vote: 5 - 0 None

REGULAR AGENDA

7. Discuss 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 $\pm$ 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.

Spoke in opposition to the request:

Sarah Johnson, 727 Riva Ridge, Leander, Texas 78641

Faith Johnson, 727 Riva Ridge, Leander, Texas 78641

Jeff Moore, 727 Riva Ridge, Leander, Texas 78641

Motion to approve Zoning Case Z-24-0118, following a discussion.

By: Board Member Calame

Seconded: Board Member May

Vote: 5 - 0 None

8. Discuss and consider action on Tree Removal Case TRP-24-0035 regarding removal of one (1) Heritage Tree and twelve (12) Significant Trees associated with the Chitalpa Commercial Site Development Project (SD-24-0203) generally located south west of the intersection of S. Chitalpa St. and Barrel Cactus Dr., Leander, Williamson County, Texas.

Motion to approve the Tree Removal Case TRP-24-0035.

By: Board Member Lantrip

Seconded: Board Member Calame

Vote: 5 - 0 None

9. Adjournment
Meeting adjourned at 6:28 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding the Simpson Tract Annexation Case A-24-0017 for 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.

- Discuss and consider action regarding Annexation Case A-24-0017 as described above.

BACKGROUND:

A resolution was adopted on November 7, 2024 and commenced the voluntary annexation of 28.12 acres ± as described above. The resolution set the public hearing for December 5, 2024 and the readings of the ordinance for December 5, 2024 and December 19, 2024.

This property is currently subject to agricultural exemption and an annexation development agreement. The annexation development agreement requires annexation once the property owner sells the property for redevelopment or redevelops the property. The proposal includes large lot residential development to the south of the Trails at Leander subdivision. This agenda item does not include the zoning request. A separate public hearing is on this agenda to discuss the zoning request.

HISTORY/TIMELINE:

11/07/2024 - Resolution Adopted

APPLICANT/AGENT:

Kimley-Horn Associates (Ethan Harwell) on behalf of The Estate of Peggy Borho Simpson (Chirsty Simpson Ledbetter)

RECOMMENDATION:

Staff recommends approval. The next item on the agenda is the zoning case associated with this development. Action on this item does not approve the zoning request or the annexation.

PRESENTER:

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

Fiscal Impact

Attachments:

1. A-24-0017 Att 1 Simpson Tract - Resolution
2. A-24-0017 Att 2 Simpson Tract - Location Map
3. A-24-0017 Att 3 Simpson Tract - Schedule
4. A-24-0017 Att 4 Simpson Annexation Ordinance

RESOLUTION NO. 24-029-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 28.12 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the executor of the estate containing a certain property located within Williamson County, Texas, has petitioned the City of Leander, Texas, (hereinafter, the “City”), a home-rule City, for annexation of said property, more particularly described in **Exhibit A** attached hereto and incorporated by reference herein (the, “Subject Property”), into the City limits; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City and the owner(s) have made application for annexation; and

WHEREAS, after review and consideration of such requests and petition for annexation from the owners of the Subject Property, the City Council finds that the Subject Property may be annexed pursuant to §43.0671 of the *Local Government Code*; and

WHEREAS, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW, THEREFORE, BE IT RESOLVED 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. Proceedings. The petition for annexation, attached hereto as **Exhibit A**, of the Subject Property described hereinbelow and further described in **Exhibit B** and the service plan attached hereto as **Exhibit C**, are hereby accepted (all exhibits described herein are incorporated by reference herein for all purposes).

Subject Property:

BEING a 28.12 acres tract of land situated in the Anastasha Carr Survey, Abstract 122, Williamson County, Texas; and being a portion of a called 28.280 acres tract of land to Peggy Borho Simpson, as shown on instrument recorded under Document No. 2024032193, of the Official Public Records of Williamson County, Texas (O.P.W.C.T.), said 28.280 acres tract described in Vol. 2542, PG. 838, O.P.W.C.T.

A public hearing has been set for the date of the 5th day of December, 2024. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, **Exhibit**

B shall control.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution 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 this the **7th** day of **November, 2024**.

ATTEST:



Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS



Na'Cole Thompson, Mayor Pro Tem

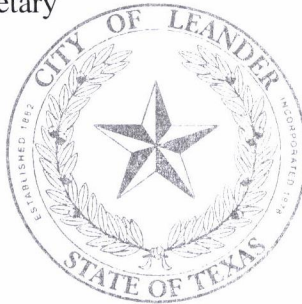


Exhibit A

PETITION

(SEE ATTACHED)

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER
FOR ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the executor of the Estate of Peggy Borho Simpson and the aforementioned estate contains a property located within Williamson County, Texas, such properties being more particularly described hereinafter by true and correct legal descriptions (the, “Subject Property”); and

WHEREAS, the undersigned has sought the annexation of the Subject Property by the City of Leander, Texas, (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the Subject Property by the City; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City; and

WHEREAS, the City, pursuant to §43.003, *Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the Subject Property; and

WHEREAS, pursuant to §43.0672, *Tex. Loc. Gov't. Code*, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as **Exhibit A** and incorporated by reference herein; and

WHEREAS, the undersigned agrees and consents to the annexation of the Subject Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the Subject Property described as follows:

SEE EXHIBIT B ATTACHED HERETO AND INCORPORATED BY
REFERENCE HEREIN FOR ALL PURPOSES.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the written agreement regarding the provision of services attached hereto as **Exhibit A.**

SECTION THREE: Acknowledges executing and entering into the agreement, attached

hereto as **Exhibit A**, and that such agreement is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and to publish notice and hold the requisite public hearing thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the written agreement regarding the provision of services attached hereto as **Exhibit A**.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Williamson County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

FILED, this 24th day of October 2024, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner(s):

By: Christy Simpson Ledbetter
Christy Simpson Ledbetter

Independent Executor of the Estate of Peggy Borho Simpson
Williamson County, Texas, No. 24-0422-CP4

STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Christy Simpson Ledbetter, Executor of the Estate of Peggy Borho Simpson and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 24 day of October 2024.

(SEAL)

Ashley Brake
Notary Public - State of Texas

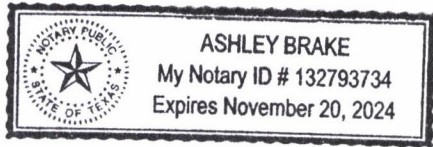


Exhibit B

PROPERTY DESCRIPTION

[SEE ATTACHED]

LEGAL DESCRIPTION:
28.12 ACRES

BEING A 28.12 ACRES TRACT OF LAND SITUATED IN THE ANASTASHA CARR SURVEY, ABSTRACT 122, WILLIAMSON COUNTY, TEXAS; AND BEING A PORTION OF A CALLED 28.280 ACRES TRACT OF LAND TO PEGGY BORHO SIMPSON, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2024032193, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.T.); SAID 28.280 ACRES TRACT DESCRIBED IN VOL. 2542, PG. 838, O.P.R.W.C.T.; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND, IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 172, A VARIABLE RIGHT-OF-WAY WIDTH, SAME BEING THE NORTH BOUNDARY LINE OF SAID 28.280 ACRES TRACT, FOR THE NORTHWEST CORNER OF A CALLED 6,650 SQ. FT. TRACT OF LAND DESCRIBED TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2009016238, O.P.R.W.C.T.; SAME BEING THE SOUTHWEST CORNER OF BORHO, PHASE 5, A LEGAL SUBDIVISION AS SHOWN ON PLAT RECORDED UNDER DOCUMENT NO. 2014079128, O.P.R.W.C.T.;

THENCE, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 175, WITH SAID NORTH BOUNDARY LINE OF THE 28.280 ACRES TRACT, SAME BEING THE SOUTH BOUNDARY LINE OF SAID BORHO, PHASE 5 AND THE SOUTH BOUNDARY LINE BORHO, PHASE 6, A LEGAL SUBDIVISION AS SHOWN ON PLAT RECORDED UNDER DOCUMENT NO. 2016070584, O.P.R.W.C.T.; NORTH 68°19'07" EAST, A DISTANCE OF 1,845.69 FEET TO A 1/2-INCH IRON ROD FOUND, IN THE WEST BOUNDARY LINE OF A CALLED 558.26 ACRES TRACT OF LAND DESCRIBED TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2006065107, O.P.R.W.C.T.; FOR THE NORTHEAST CORNER OF SAID 28.280 ACRES TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID BORHO, PHASE 6;

THENCE, WITH SAID WEST BOUNDARY LINE OF THE 558.26 ACRES TRACT, SAME BEING THE EAST BOUNDARY LINE OF SAID 28.280 ACRES TRACT, SOUTH 20°16'49" EAST, A DISTANCE OF 700.00 FEET TO A 1/2-INCH IRON ROD FOUND, FOR THE SOUTHEAST CORNER OF SAID 28.280 ACRES TRACT;

THENCE, CONTINUING WITH SAID WEST BOUNDARY LINE OF THE 558.26 ACRES TRACT, SAME BEING THE SOUTH BOUNDARY LINE OF THE 558.26 ACRES TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 69°10'56" WEST, A DISTANCE OF 590.99 FEET TO A 1/2-INCH IRON ROD FOUND;
2. SOUTH 69°13'26" WEST, A DISTANCE OF 532.19 FEET TO A 1/2-INCH IRON ROD FOUND;
3. SOUTH 69°45'16" WEST, A DISTANCE OF 245.66 FEET TO A 1/2-INCH IRON ROD FOUND, FOR THE NORTHEAST CORNER OF A CALLED 0.782 ACRES TRACT OF LAND DESCRIBED TO AVULA HOLDINGS LLC AND VD INVESTMENTS & MANAGEMENT, LLC, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2022009487, O.P.R.W.C.T.;

THENCE, DEPARTING SAID WEST BOUNDARY LINE OF THE 558.26 ACRES TRACT, CONTINUING WITH SAID SOUTH BOUNDARY LINE OF THE 28.280 ACRES TRACT, SAME BEING THE NORTHWEST BOUNDARY LINE OF SAID 0.782 ACRES TRACT, SOUTH 69°39'56" WEST, A DISTANCE OF 361.95 FEET TO A 1/2-INCH IRON ROD FOUND, IN SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 175, FOR THE SOUTHWEST CORNER OF SAID 28.280 ACRES TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 0.782 ACRES TRACT;

THENCE, WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 175, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. NORTH 31°39'29" WEST, A DISTANCE OF 57.25 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
2. NORTH 29°56'54" WEST, A DISTANCE OF 352.36 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
3. NORTH 23°35'34" WEST, A DISTANCE OF 45.17 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A CURVE;
4. WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°04'48", A RADIUS OF 6,075.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 31°04'39" WEST, 220.54 FEET, AND AN ARC LENGTH OF 220.55 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 28.12 ACRES OF LAND, MORE OR LESS, IN WILLIAMSON COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

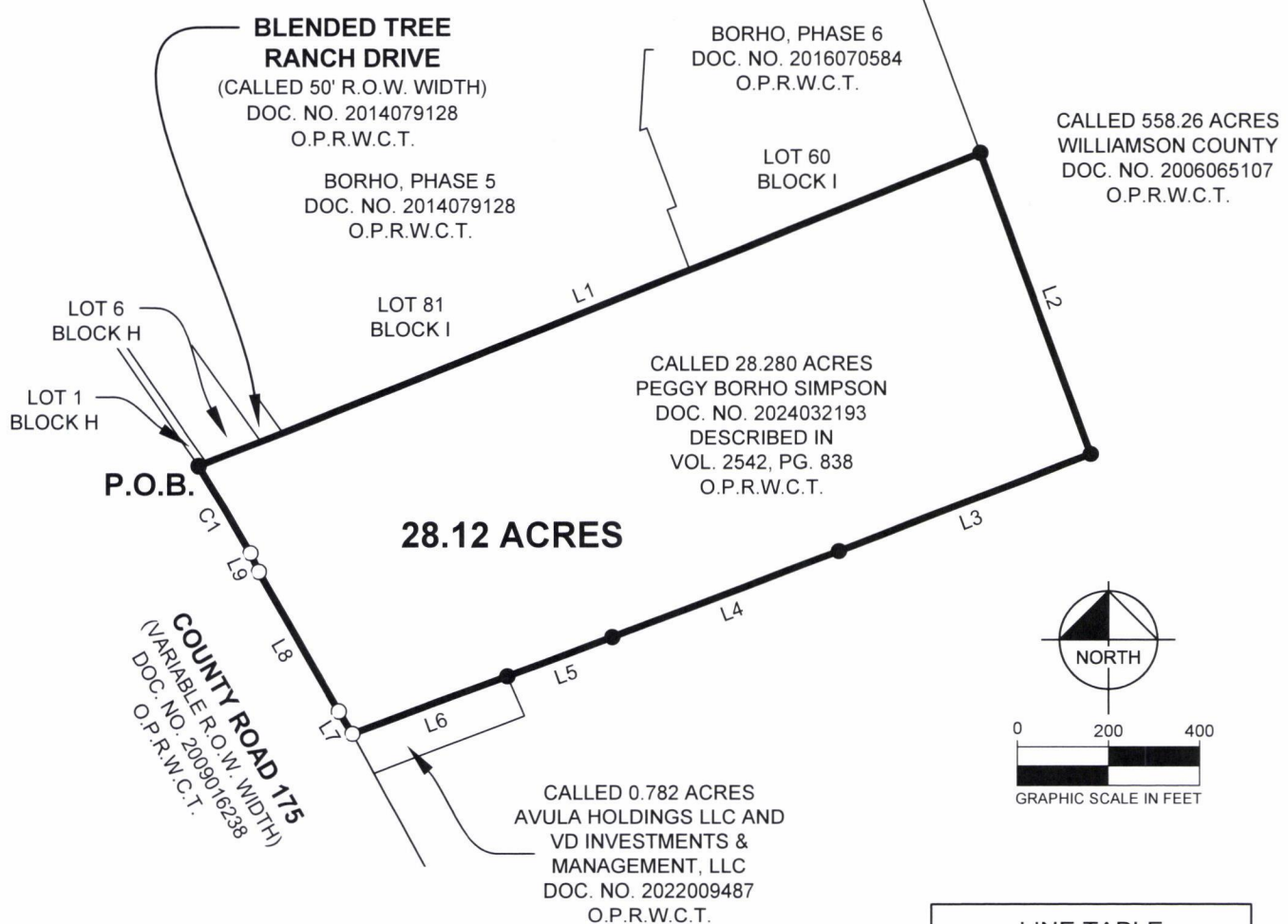
THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.


MICHAEL A. MONTGOMERY II, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6890



LEGAL DESCRIPTION
28.12 ACRES
BEING A PORTION OF THE
ANASTASHA CARR SURVEY, ABSTRACT 122
WILLIAMSON COUNTY, TEXAS

					
10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759 TEL. NO. (512) 418-1771					
TBPELS FIRM # 10194624 WWW.KIMLEY-HORN.COM					
SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	RPP	MMII	10/4/2024	067783185	1 OF 2



LEGEND	
●	= 1/2" IRON ROD FOUND
○	= 1/2" IRON ROD W/ "KHA" CAP SET
O.P.R.W.C.T.	= OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

LINE TYPE LEGEND	
	PROPERTY LINE
	ADJOINER LINE

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	2°04'48"	6075.00'	220.55'	N31°04'39"W	220.54'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N68°19'07"E	1845.69'
L2	S20°16'49"E	700.00'
L3	S69°10'56"W	590.99'
L4	S69°13'26"W	532.19'
L5	S69°45'16"W	245.66'
L6	S69°39'56"W	361.95'
L7	N31°39'29"W	57.25'
L8	N29°56'54"W	352.36'
L9	N23°35'34"W	45.17'

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EXHIBIT
28.12 ACRES
BEING A PORTION OF THE
ANASTASHA CARR SURVEY, ABSTRACT 122
WILLIAMSON COUNTY, TEXAS

10814 JOLLYVILLE ROAD, CAMPUS IV
SUITE 200, AUSTIN, TEXAS 78759

TBPELS FIRM # 10194624

TEL. NO. (512) 418-1771
WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 400'	RPP	MMII	10/4/2024	067783185	2 OF 2

Exhibit C

SERVICE AGREEMENT

[SEE ATTACHED]

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER**

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation (“City”), and Christy Simpson Ledbetter, Executor of the Estate of Peggy Borho Simpson (“Landowner”). The City and the Landowner may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, less and except any property previously annexed by the City (the, “Subject Property”); and

WHEREAS, Section 43.0672, Loc. Gov’t. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (hereinafter, the “Effective Date”); and

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

WHEREAS, the infrastructure provided for herein and that are existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov’t. Code*, to annex the Subject Property into the City; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings, and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the Subject Property upon request of the landowner or staff. The

Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowners or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity (“CCN”) for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City’s water utility system, the Subject Property’s owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the Subject Property as required in City ordinances. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the Subject Property’s owner requests and is able to connect to the City’s water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City’s wastewater utility system, the Subject Property’s owner shall construct the internal wastewater lines and pay the costs of line

extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

1. Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

2. Routine maintenance as presently performed by the City.

D. The City will maintain existing public streets within the Subject Property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the Subject Property, as follows:

(i) As provided in C(i)(1) and C(i)(2) above;

(ii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(iii) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(iv) Installation and maintenance of street lighting in accordance with established policies of the City;

E. The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the Subject Property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area

under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Williamson County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

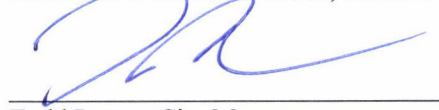
(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

EXECUTED and AGREED to by the Parties this the 7 day of November, 2024.

ATTEST:


Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS

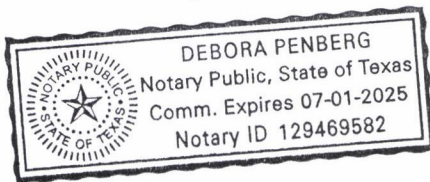

Todd Parton, City Manager

STAE OF TEXAS

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§
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 7th day of November, 2024
by Todd Parton, City Manager of the City of Leander, Texas, a Texas home-rule municipal corporation,
on behalf of said corporation.



Debora Penberg
NOTARY PUBLIC, State of Texas

(SEAL)

LANDOWNER(S):

Christy Simpson Ledbetter

Christy Simpson Ledbetter

Executor of the Estate of Peggy Borho Simpson

Williamson County No. 24-422-CP4

Date: 10-24-2024

STATE OF TEXAS

§

§

COUNTY OF Travis

§

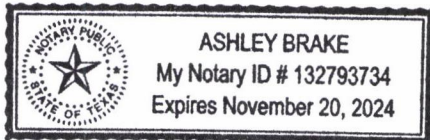
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Christy Simpson Ledbetter, executor of the Estate of Peggy Borho Simpson, and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 24th day of October 20 24.

(SEAL)

Ashley Brake

Notary Public - State of Texas



Schedule for Voluntary Annexation
28.12 +/- ACRES IN WILLIAMSON COUNTY

DATE	ACTION/EVENT	LEGAL AUTHORITY
Thursday, November 7, 2024 DATE: Tuesday, October 29, 2024	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - AND SETS A PUBLIC HEARING FOR DATE.	Loc. Gov't Code, §43.0671
Thursday, November 21, 2024 Publish notice of Public Hearing. & Send notice to school district and to each public entity. [Noon Friday, November 15, 2024 Deadline to send notice to paper]	NEWSPAPER NOTICE RE: PUBLIC HEARING; (Certified Notice to Railroad - if railroad company's right-of-way is in the area proposed for annexation.) POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE. SCHOOL DISTRICT NOTICE. Notify each school district of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u> PUBLIC ENTITY NOTICES. Notify each public entity that is located in or provides services to the area proposed for annexation. Public Entity includes: a county (Williamson/Travis), a fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district (MUD, WCID, or other district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution) - of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u>	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673 Loc. Gov't Code, §§43.905 & 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing.
Thursday, December 5, 2024	PUBLIC HEARING – REGULAR MEETING	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.0673
Thursday, December 5, 2024 Tuesday, November 26, 2024: Council packet deadline	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Loc. Gov't Code, §43.0673

Thursday, December 19, 2024 Or at a special called meeting after the First Reading; Or within 90 days of First Reading. Tuesday December 10, 2024 – Council packet deadline	SECOND & FINAL READING OF ORDINANCE REGULAR MEETING	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	Williamson County ESD No. 5: Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable Leander is located in Williamson and Travis Counties. Confirm which ESD needs notice of disannexation.

***Dates in BOLD are MANDATORY dates to follow. Please advise of schedule deviation.**

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 28.12 ACRES ± OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home-rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the executor of the estate containing the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit A**.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

BEING a 28.12 acres tract of land situated in the Anastasha Carr Survey, Abstract 122, Williamson County, Texas; and being a portion of a called 28.280 acres tract of land to Peggy Borho Simpson, as shown on instrument recorded under Document No. 2024032193, of the Official Public Records of Williamson County, Texas (O.P.W.C.T.), said 28.280 acres tract described in Vol. 2542, PG. 838, O.P.W.C.T., and being more particularly described in **Exhibit B** attached hereto and incorporated herein for all purposes.

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as **Exhibit A**.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of services agreement attached hereto as **Exhibit A**, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District “SFR-1-B” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established, therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That 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 9. 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, Tex. Gov’t. Code*.

PASSED AND APPROVED on First Reading this 5th day of December, 2024.

FINALLY PASSED AND APPROVED on this 19th day of December, 2024.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

SERVICE AGREEMENT

[SEE ATTACHED]

Exhibit B

PROPERTY DESCRIPTION

[SEE ATTACHED]



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Conduct a Public Hearing 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 28.12 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.

- Discuss and consider action regarding Zoning Case Z-24-0149 as described above.

BACKGROUND:

This request is the second step in the zoning process. This property is located on CR 175, to the south of the Trails at Shady Oaks subdivision and across from the Lost Woods Subdivision. The applicant has submitted a petition for annexation of this tract. This request would rezone the property from the interim zoning applied at annexation. The proposed zoning district of SFS-2-B (Single-Family Suburban) would allow for the development of single-family detached dwellings on intermediate suburban standard sized lots and for other compatible and complimentary uses. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in a Neighborhood Residential identified by the Comprehensive Plan. In addition, the proposal is in compliance with Resolution No. 22-031-00 that was adopted by City Council to limit consideration of zoning requests that seek to add residential lots.

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

HISTORY/TIMELINE:

11/14/2024 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

Kimley-Horn and Associates (Ethan Harwell) on behalf of the Estate of Peggy Borho Simpson (Christy Simpson Ledbetter)

RECOMMENDATION:

Staff recommends approval. During the meeting of November 14, 2024, the Planning & Zoning Commission recommended approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-24-0149 Att 1 Planning Analysis - Simpson Tract
2. Z-24-0149 Att 2 Current Zoning - Simpson Tract
3. Z-24-0149 Att 3 FLU Map - Simpson Tract
4. Z-24-0149 Att 4 Public Notification - Simpson Tract
5. Z-24-0149 Att 5 Proposed Zoning - Simpson Tract
6. Z-24-0149 Att 6 Aerial Map - Simpson Tract
7. Z-24-0149 Att 7 Letter of Intent - Simpson Tract
8. Z-24-0149 Att 8 Outreach Summary - Simpson Tract
9. Z-24-0149 Att 9 Ordinance - Simpson Tract
10. Z-24-0149 Att 10 11-14-2024 P & Z minutes



PLANNING ANALYSIS

ZONING CASE Z-24-0149 SIMPSON TRACT

GENERAL INFORMATION

Owner/Agent: Kimley-Horn and Associates (Ethan Harwell) on behalf of the Estate of Peggy Borho Simpson (Christy Simpson Ledbetter).

Current Zoning: Interim SFR-1-B (Single-Family Rural)

Proposed Zoning: SFS-2-A (Single-Family Suburban)

Size and Location: The property is located southeast of the intersection of Mineral Drive and CR 175, including approximately 28.12 acres.

Staff Contact: Karina Castillo, AICP, Planning Manager

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to develop a single-family residential neighborhood.

STAFF CONCLUSIONS

Y N

- ☒ ☐ Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page 2*
- ☒ ☐ Does the proposal comply with the goal statements of the Comprehensive Plan? *see page 3*
- ☒ ☐ Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

This property owner entered into a development agreement with the City of Leander in April 2016 to allow for the continuation of the extraterritorial status until the owner files any type of development document. The annexation case A-24-0017 has been filed and must be approved before this zoning request may be approved by the City Council. The two cases are scheduled for a public hearing with City Council on December 5, 2024 and a final reading on December 19, 2024.

As this Commission is aware, Resolution No. 22-031-00 was adopted by City Council in October of 2022 to limit consideration of zoning requests that seek to add residential lots. However this resolution does prioritize large lot/low-density residential development such as SFR, SFE and SFS.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	SFS-2-B & SFU-2-A	Trails at Shady Oak Subdivision
EAST	ETJ	Undeveloped

SOUTH	ETJ	Undeveloped
WEST	SFU-2-B	Lost Woods Preserve Subdivision

SURROUNDING AREA:

This property is located south of the Trails at Shady Oaks subdivision and east of Lost Woods Preserve.

PHYSICAL AND NATURAL FEATURES:

This property contains trees that will be held to the mitigation standards provided in the Composite Zoning Ordinance.

PROPERTY HISTORY:

This property is proposed to be annexed prior to the approval of this zoning case.

PREVIOUS ZONING CASES:

No zoning cases have been previously submitted for this property:

MAJOR CORRIDORS:

This property has access onto CR 175.

TRANSPORTATION PLAN REQUIREMENTS:

This property includes two (2) proposed streets that will be reviewed during the subdivision of the site.

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
CR 175	Arterial	Through	100' ROW 4 Lanes 10' sidewalk

SUBDIVISIONS:

No subdivision cases have been previously submitted for this property:

EXISTING UTILITIES:

This property has access to water and wastewater from the Trails at Shady Oaks on the north.

CURRENT LAND USES:

This property is currently being used as a single-family home.

PROPOSED ZONING DISTRICT:**USE COMPONENT****SFS – SINGLE FAMILY SUBURBAN:**

Features: 9,000 sq. ft. lot min.; 1,500 sq. ft. living area min.

Intent: Development of single-family detached dwellings on intermediate suburban standard sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with intermediate lot sizes.

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: Five (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 10.2: Support housing that has well-defined design character, compatibility with adjacent uses, and balanced density.

Applicable Future Land Use categories

NEIGHBORHOOD RESIDENTIAL

- The Neighborhood Residential land use category is intended to be developed primarily as new single-family detached residential subdivisions with associated amenities, such as parks, trails, open space areas, and elementary schools. These areas are intended to have a mix of suburban and auto-oriented development character which are primarily found in the form of detached residential lots.

Architectural styles, building height and massing are relatively uniform in this type of land use. Most streets are considered to be local and low-volume with curb and gutter, sidewalks, consistent speeds and highly accessible driveways. Strategically located parks are essential and in some cases a school or other institutional use are integrated or in close proximity.

Some neighborhood-serving retail and office uses are permitted in these areas with highly-restrictive use, site and design requirements. These type of uses are residential in scale and architectural design and are walkable in nature, though auto-serving. These uses are not shown on the Future Land Use Map as commercial and are supported when integrated into a development with appropriate site and zoning compatibility 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 held with Staff on 08/12/2024. No changes were made to the project since the development meeting was held.

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
- 12/05/2024 - City Council Public Hearing & First Reading of the Ordinance
- 12/19/2024 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

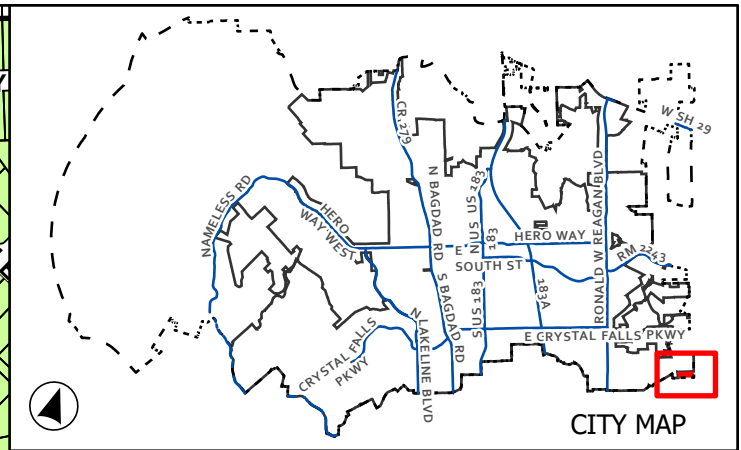
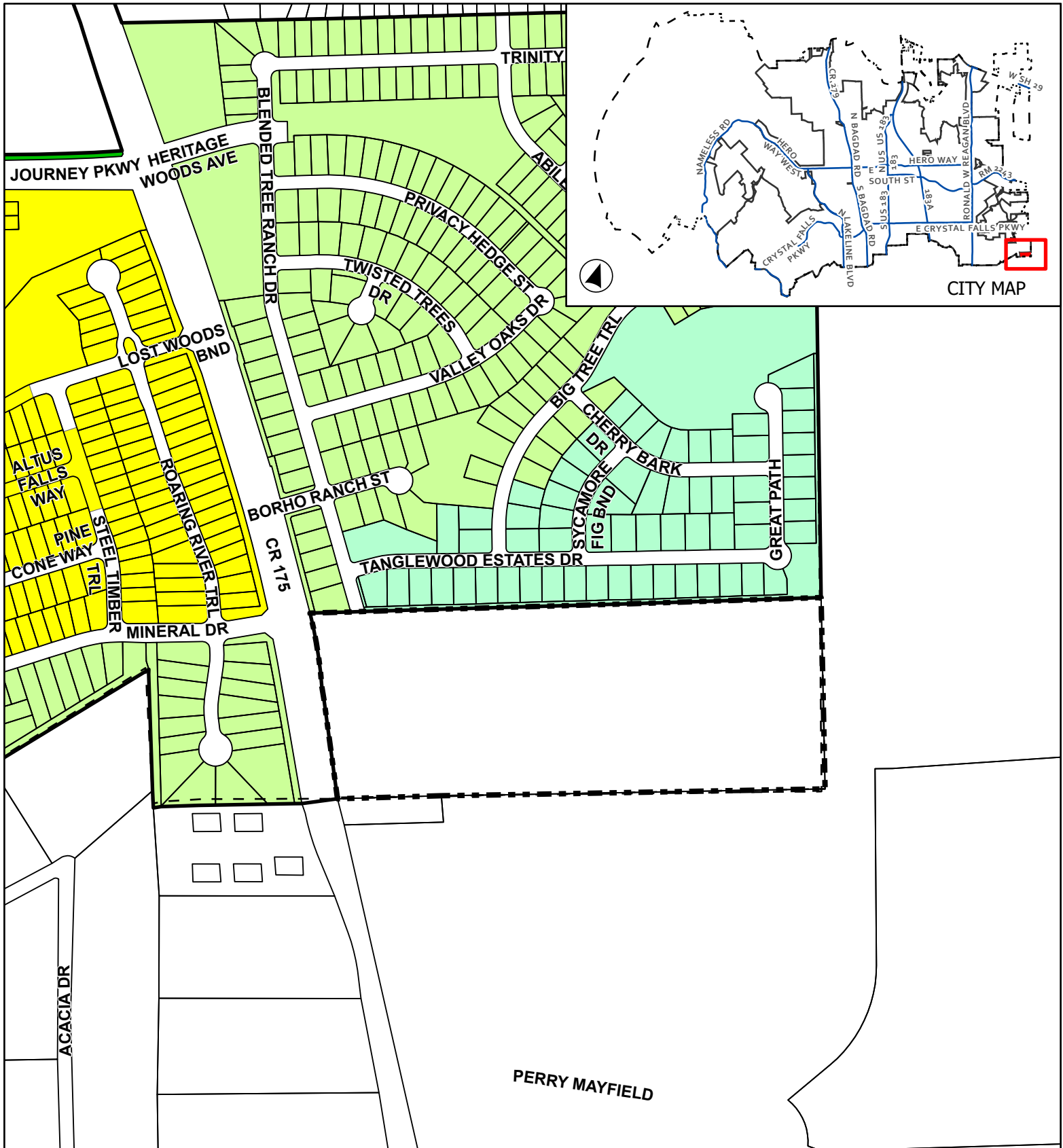
In addition to the notice mailed on behalf of the City to all property owners within 200', the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's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

The applicant reached out to the residents by mailing a letter with information. Two (2) residents reached out with questions regarding the development. No changes were made to address any issues discussed.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

This request for a SFS-2-B (Single-Family Suburban) zoning district is compatible with the Neighborhood Residential future land use category. Staff recommends approval of the request.



CASE: Z-24-0149

ATTACHMENT 2

SIMPSON TRACT

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 herein provided.

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural

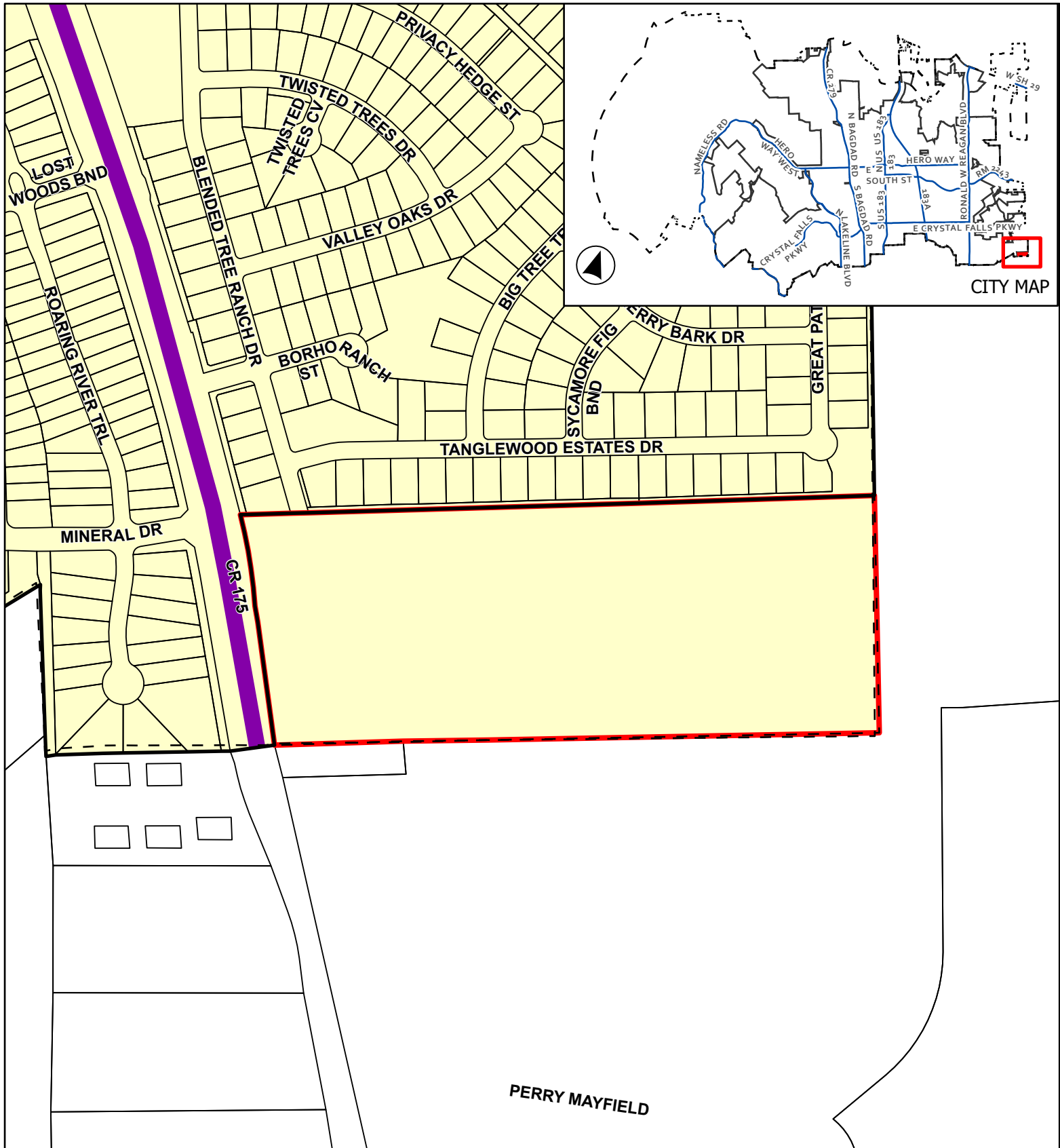
- SFS - Single-Family Suburban
- SFU - Single-Family Urban
- SFC - Single-Family Compact



0 165 330



Feet



CASE: Z-24-0149

ATTACHMENT 3

SIMPSON TRACT

Future Land Use Map



- Leander City Limits
- ETJ Boundary
- Subject Boundary

0 150 300



Feet

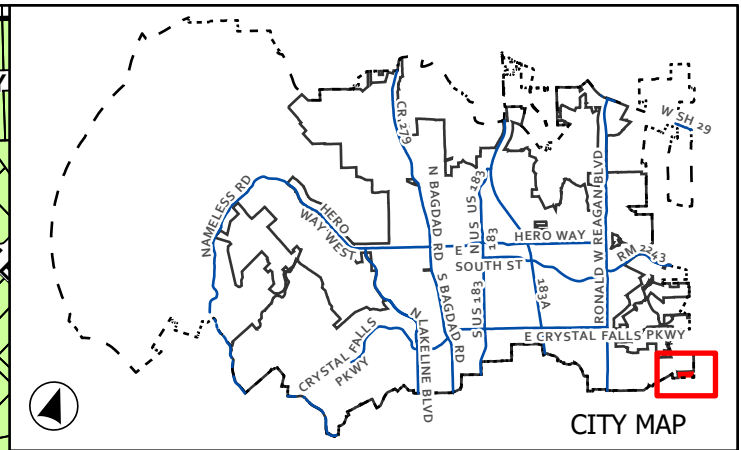
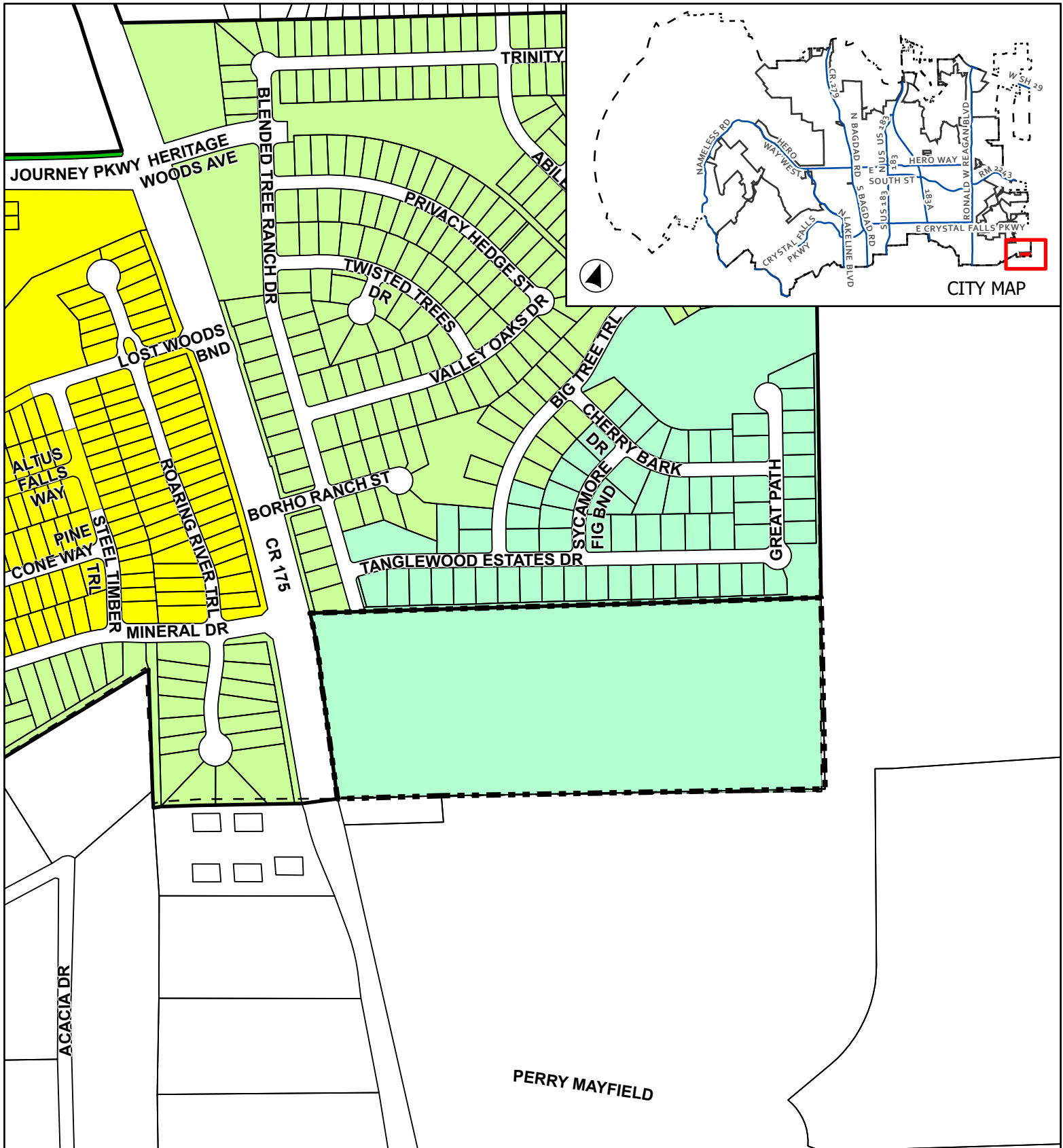
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Future Land Use

Neighborhood Residential

Thoroughfare Plan

Arterial 4 Lane, Existing



CASE: Z-24-0149

ATTACHMENT 5

SIMPSON TRACT

Proposed Zoning

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- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural

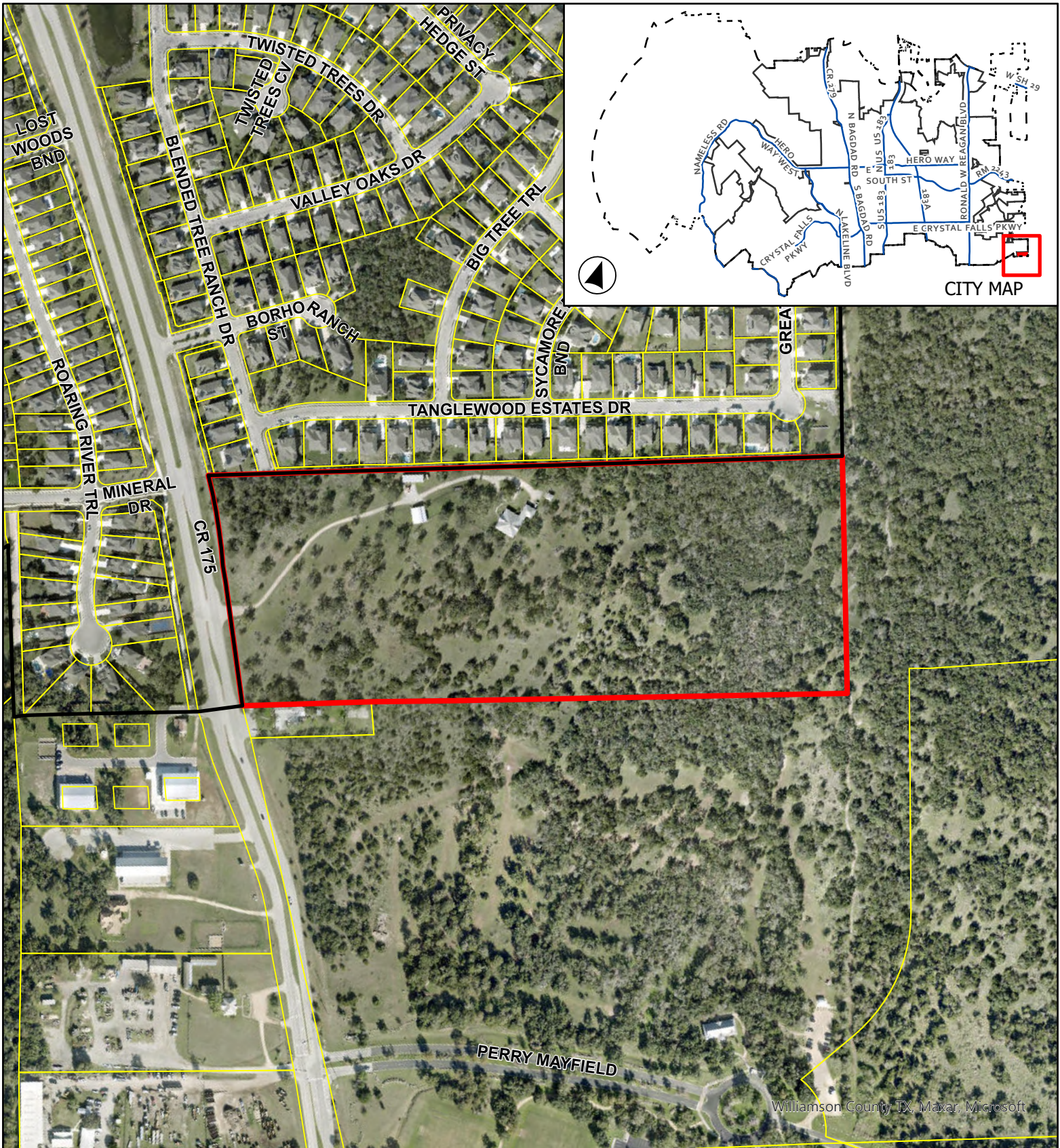
- SFS - Single-Family Suburban
- SFU - Single-Family Urban
- SFC - Single-Family Compact



0 165 330



Feet



CASE: Z-24-0149

ATTACHMENT 6

SIMPSON TRACT

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 herein provided.



0 162.5 325



Feet

 Leander City Limits
 Subject Boundary



October 9, 2024

Robin M. Griffin, AICP
Executive Director of Development Services
City of Leander
201 N. Brushy Street
Leander, TX 78641

Via Electronic Submittal

RE: Application for a Rezoning of approximately 28.12 acres in the Anastasha Carr Survey, Abstract No. 122 generally located at 2855 CR 175, Leander, TX 78641 (WCAD ID R338811) (the "Property")

Dear Ms. Griffin:

As representatives of the Property owner, please accept this application for a rezoning on the subject property. The site is currently located in the City of Leander ETJ. This application is made concurrently with a request for voluntary annexation. We request that the property be zoned to the Single Family Suburban (SFS-2-A) district upon annexation.

The proposed Single Family Suburban (SFS-2-A) will allow for the development of a single-family subdivision consistent with the development pattern of the neighboring subdivision, The Trails of Shady Oak. The property has frontage on CR 175 and a stub street along its northern boundary. The site is relatively flat, contains some oak stands, and has an existing home on the property.

According to the Future Land Use Map (FLUM), the site is located in the Neighborhood Residential Future Land Use Category; therefore, the proposed Zoning Change complies with the FLUM.

If you have any questions about this application for rezoning or need additional information, please do not hesitate to contact me at your convenience.

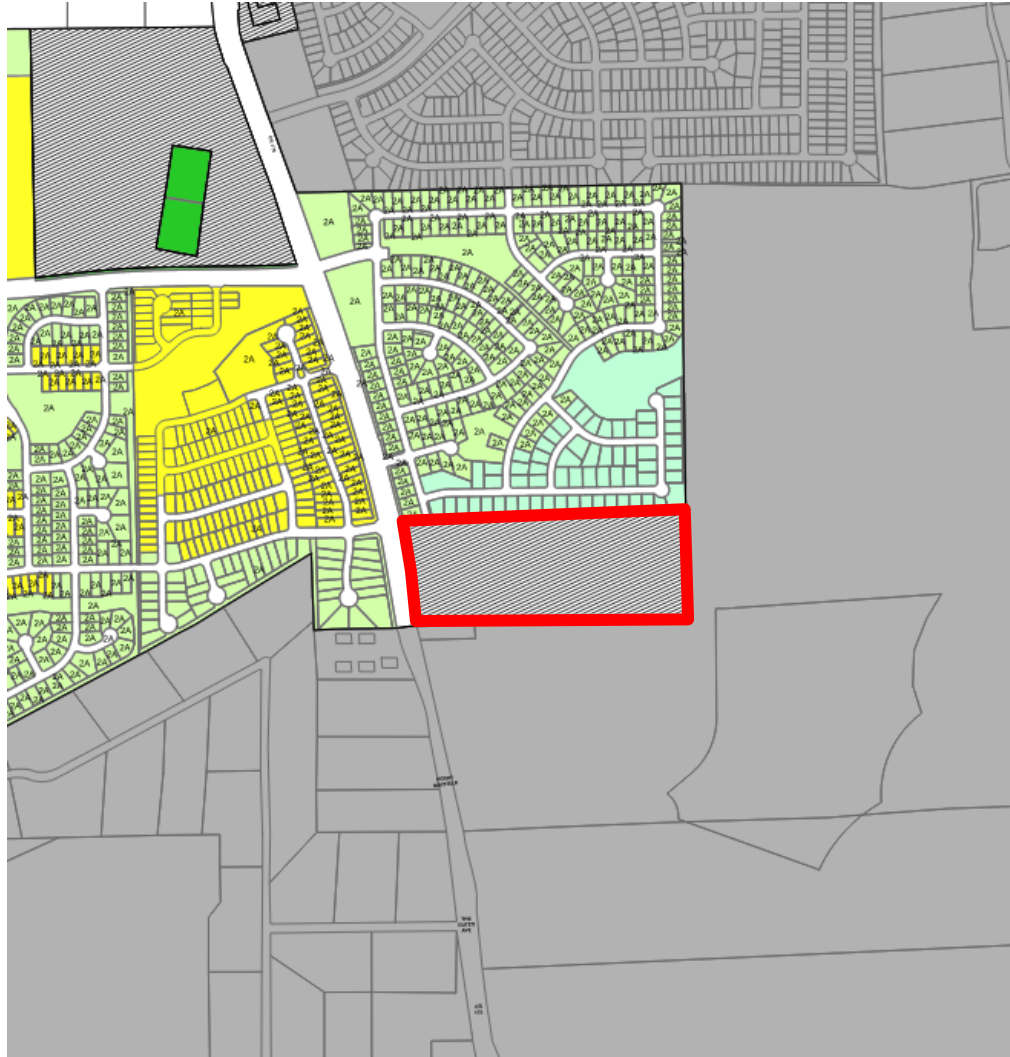
Sincerely,

A handwritten signature in blue ink, appearing to read 'Ethan Harwell'.

Ethan Harwell, AICP

Ethan.Harwell@Kimley-Horn.com
512 580 5803

ZONING MAP



LEGEND

- Leander City Limits
- Extra-Territorial Jurisdiction
- Future Annexation Per DA

Current Zoning

RESIDENTIAL

- SFR-Single-Family Rural
- SFE-Single-Family Estate
- SFS-Single-Family Suburban
- SFU-Single-Family Urban
- SFU/MH-Single-Family Urban / Manufactured Home
- SFC-Single-Family Compact

- SFL-Single-Family Limited
- CH-Cottage Housing
- SFT-Single-Family Townhouse
- TH-Tiny House
- TF-Two Family
- NR-Neighborhood Residential
- MF-Multi-Family

RETAIL/COMMERCIAL

- LO-Local Office
- LC-Local Commercial
- GC-General Commercial
- HC-Heavy Commercial

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.

Surrounding neighborhood and residential property owners within 500' were notified by mail.

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.

Property owners (see attached list) and the Trails at Shady Oak HOA were notified.

3. What concerns were raised during these communications?

Two neighbors expressed interest in the preservation of the natural area along the north property boundary. This area is a open space lot maintained by the Trails at Shady Oak HOA and not a part of this development and will remain. The neighbors also expressed an interest in living in this development themselves.

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

No specific conditions have been requested at this time.

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

Signature:  Date 11/06/2024



October 8, 2024

**RE: Annexation and Rezoning of approximately 28.12 acres located at 2855 CR 175
 (WCAD ID R338811) (the "Property")**

Dear Neighbor:

You are receiving this letter because you are within 500 feet of the Property to be annexed into the City of Leander and zoned to SFS-2-A. The Property is located at 2855 CR 175 (see map on the back of this page). The property is currently outside the city limits and not zoned.

The proposed SFS-2-A zoning would permit the development of a single-family neighborhood similar to the Trails at Shady Oaks.

If you have any questions about this application for the rezoning or need additional information, please do not hesitate to reach out to me at the phone number or email below.

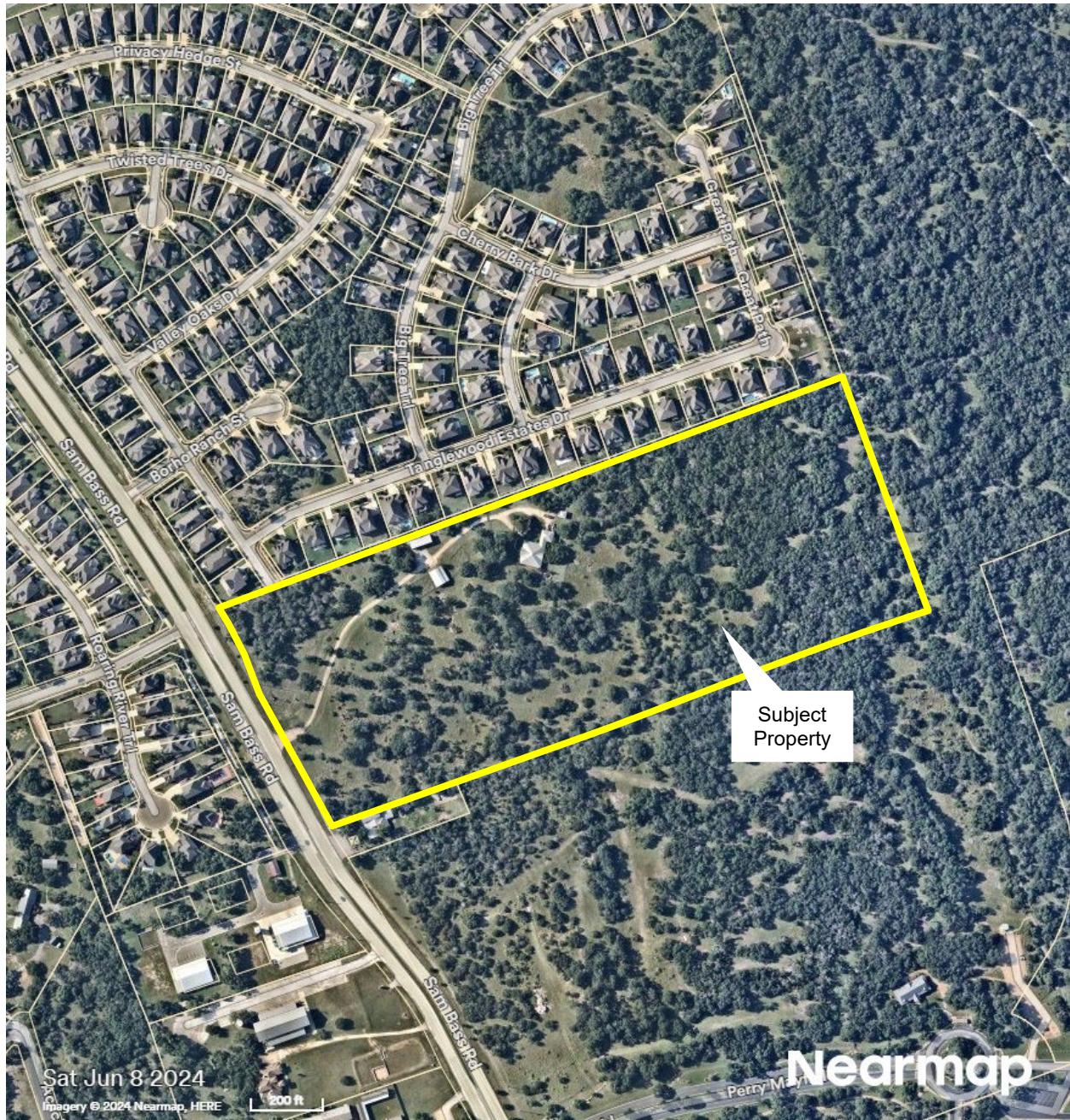
Sincerely,

A handwritten signature in blue ink, appearing to read "E. Harwell".

Ethan Harwell, AICP

Ethan.Harwell@Kimley-Horn.com
512 580 5803

Location Map



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 INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO SFS-2-A (SINGLE-FAMILY SUBURBAN); 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 28.12 acres $\pm$; being more particularly described in Exhibit "A"; located generally located southeast of the intersection of Mineral Drive and CR 175; identified by Williamson Central Appraisal District tax identification number R338811; more particularly described in Instrument Number 2024032193; 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 Interim SFR-1-B (Single-Family Rural) to SFS-2-A (Single-Family Suburban) 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 5th day of December, 2024.
FINALLY PASSED AND APPROVED on this the 19th 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 2 – Joseph Morales
Place 3 – Ron May
Place 4 – Tara LeDay**

**Place 5 – James Oliver, Vice–Chair
Place 6 –Laura Lantrip, Chair
Place 7 –Scott Calame
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 $\pm$ 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 $\pm$ 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
12/5/2024

AGENDA SUBJECT:

Conduct a Public Hearing 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.

BACKGROUND:

This request is the second step in the zoning process. This property is located approximately 200 feet west of the intersection of RM 2243 and 183A Toll Road. The property was previously used as a fabrication shop under the Cantwell Special Use Permit that was approved in June 2018. The applicant is proposing to establish the base zoning of GC-2-A (General Commercial) which would allow for the development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. 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.

HISTORY/TIMELINE:

11/06/2002 – Annexation approved
09/22/2005 – TOD zoning approved
09/19/2007 – Annexation approved
06/07/2018 – Special Use Permit approved
11/14/2024 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

Commercial Market Exchange (Anthony Gonzales) on behalf of Robert S. Ingram

RECOMMENDATION:

Staff recommends approval. During the meeting of November 14, 2024, the Planning & Zoning Commission recommended approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-23-0103 Att 1 Planning Analysis - Skotz PUD
2. Z-23-0103 Att 2 Current Zoning - Skotz PUD
3. Z-23-0103 Att 3 FLU Map - Skotz PUD
4. Z-23-0103 Att 4 Public Notification - Skotz PUD
5. Z-23-0103 Att 5 Proposed Zoning - Skotz PUD
6. Z-23-0103 Att 6 FLU Map - Skotz PUD
7. Z-23-0103 Att 7 PUD Notes - Skotz PUD
8. Z-23-0103 Att 8 Ordinance - Skotz PUD
9. Z-23-0103 Att 9 11-14-2024 P & Z minutes



PLANNING ANALYSIS

ZONING CASE Z-23-0103
SKOTZ MINOR PUD
9800 RM 2243

GENERAL INFORMATION

Owner/Agent: Commercial Market Exchange (Anthony Gonzales) on behalf of Robert S. Ingram.

Current Zoning: TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector)

Proposed Zoning: Skotz Minor PUD (Planned Unit Development) with the base zoning district GC-2-A (General Commercial)

Size and Location: The property is located 9800 RM 2243, including approximately 4.03 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 establish the base zoning of GC-2-A (General Commercial).

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 property is subject to the Cantwell Special Use Permit (SUP) that was approved on June 7, 2018. This SUP allows the expansion of parts and steel fabrication business, the outdoor storage of junk vehicles to be changed to steel associated with the steel fabrication business, storage, sale, and repair/restoration of classic cars part storage, metal wall enclosures, waivers landscaping requirements.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	TOD/PUD-CD	Undeveloped
EAST	TOD/PUD-CD	Undeveloped

SOUTH	PUD-MU	Undeveloped
WEST	TOD/PUD-CD	Undeveloped

SURROUNDING AREA:

This property is located just northwest of the intersection RM 2243 and 183A Toll Road. The areas surrounding this site are all currently undeveloped. The Leander Springs development is proposed just south of this site.

PHYSICAL AND NATURAL FEATURES:

This property currently has a structure on the site with some existing landscaping.

PROPERTY HISTORY:

This property was annexed into the City of Leander on 11/06/2002 and 09/19/2007.

PREVIOUS ZONING CASES:

The following zoning cases were previously submitted for this property:

- 05-Z-006 adopted the Transportation Oriented Development District on 09/22/2005.
- 18-SUP-004 requested a Special Use Permit and was approved on 06/07/2018.



Figure 1: Aerial

MAJOR CORRIDORS:

This property has access onto RM 2243.

TRANSPORTATION PLAN REQUIREMENTS:

This property does not include any proposed roads identified in the Future Transportation Plan.

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

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
RM 2243	Arterial	Commercial	100' ROW 4 Lanes 10' sidewalk

SUBDIVISIONS:

No subdivision cases have been previously submitted for this property:

EXISTING UTILITIES:

This property has access to water and wastewater along RM 2243 as shown in Figures 2 and 3.

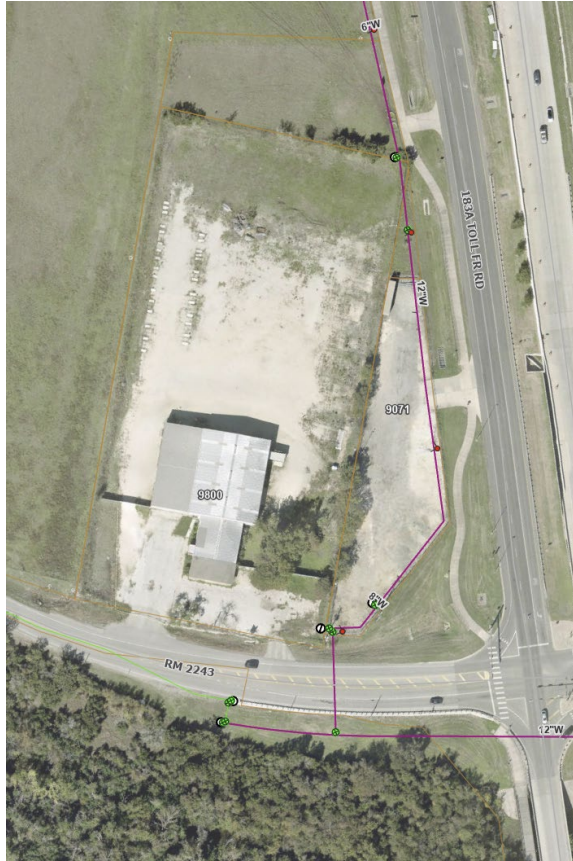


Figure 2: Water System



Figure 3: Wastewater System

CURRENT LAND USES:

This property was previous used for metal fabrication. The building is currently vacant.

PROPOSED ZONING DISTRICT:**MINOR PUD – PLANNED UNIT DEVELOPMENT:**

The purpose and intent of the Minor Planned Unit Development (PUD) district is to designate a base zoning district that may allow or prohibit uses without granting significant waivers. The intent of this zoning request is to provide for the development of retail, office, and hospitality uses. The contents of this Minor PUD further explain and illustrate the overall function desired for this development.

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: Five (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.

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 09/11/2023. The following changes were made to the project since the development meeting was held:

- The proposed use has changed from a gymnasium to retail, office, and hospitality uses.

NOTIFICATION

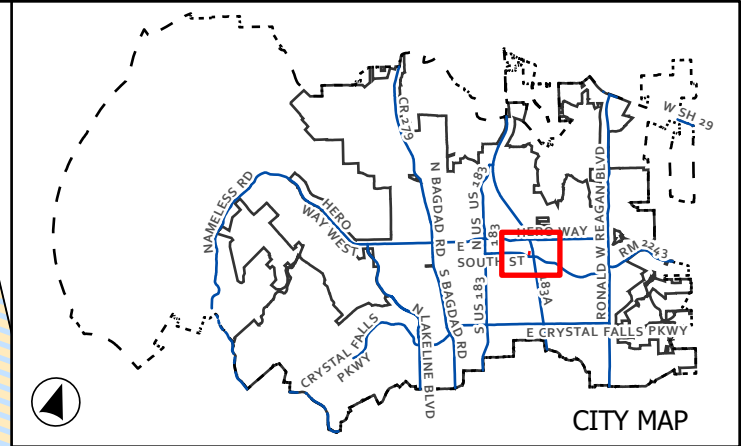
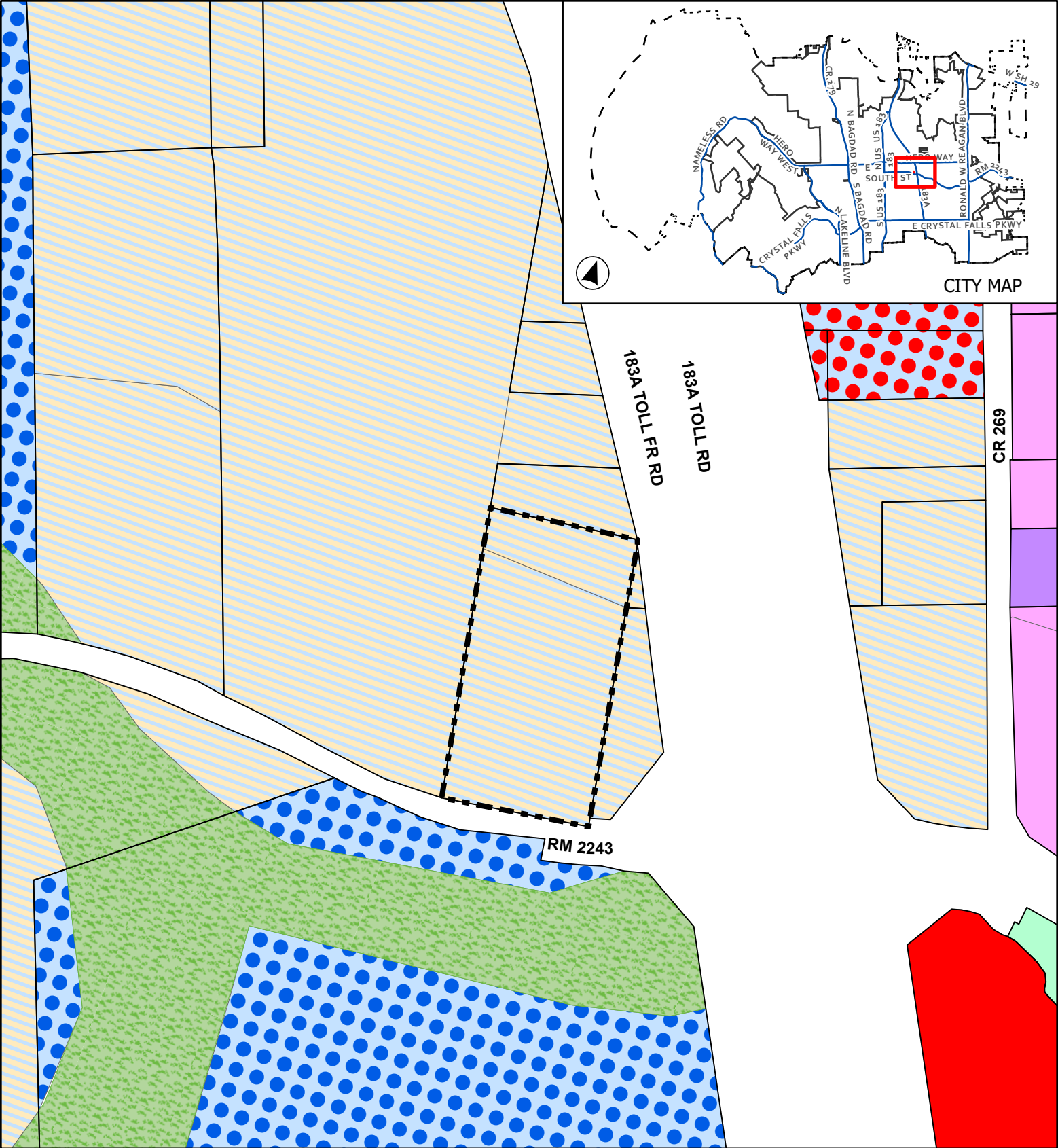
10/24/2024 - Public Notice on Hill Country News
 10/30/2024 - Mail Notification to Property Owners within 200'
 10/30/2024 - Public Hearing Signage Posted on Property
 11/14/2024 - Planning and Zoning Commission Public Hearing
 12/05/2024 - City Council Public Hearing & First Reading of the Ordinance
 12/19/2024 - 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' are also required to be contacted. There are no single-family uses within 500' of this site.

APPROVAL CRITERIA:

This site is located near the intersection of RM 2243 and 183A Toll Road and within the Activity Center future land use category which is compatible with General Commercial. Staff recommends approval of the request.



CASE: Z-23-0103

ATTACHMENT 2

SKOTZ MINOR PUD

Current Zoning

	Leander City Limits		HC - Heavy Commercial
	Extra-Territorial Jurisdiction		HI - Heavy Industrial
	Subject Boundary		PUD - Mixed Use
	SFR - Single-Family Rural		PUD - General Commercial
	SFS - Single-Family Suburban		OS - Open Space
	GC - General Commercial		CD - Conventional Sector



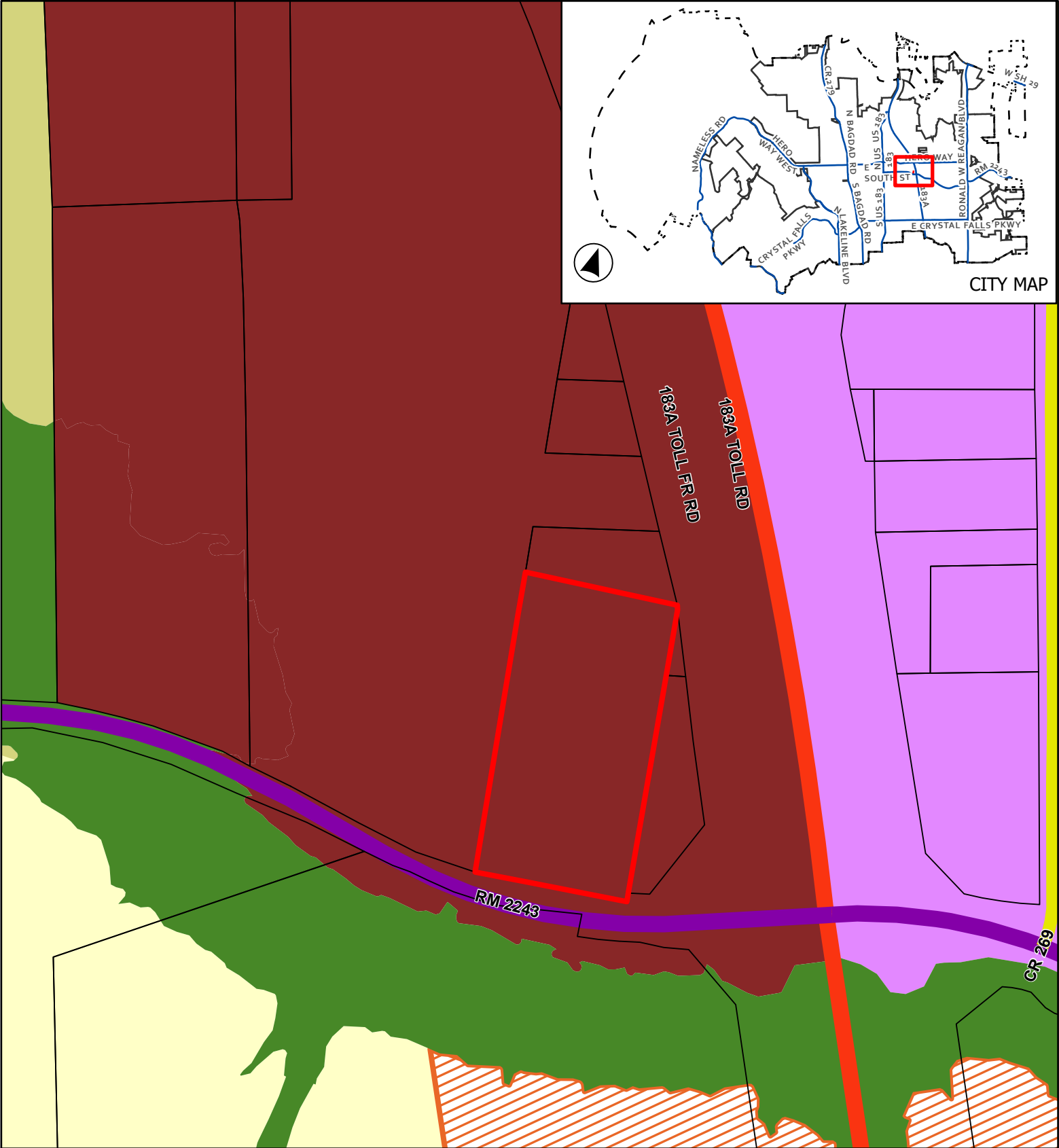
0 90 180



Page 399 of 668

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 herein provided.



CASE: Z-23-0103

ATTACHMENT 3

SKOTZ MINOR PUD

Future Land Use Map



0 100 200

Feet

- Leander City Limits
- ETJ Boundary
- Subject Boundary

Future Land Use

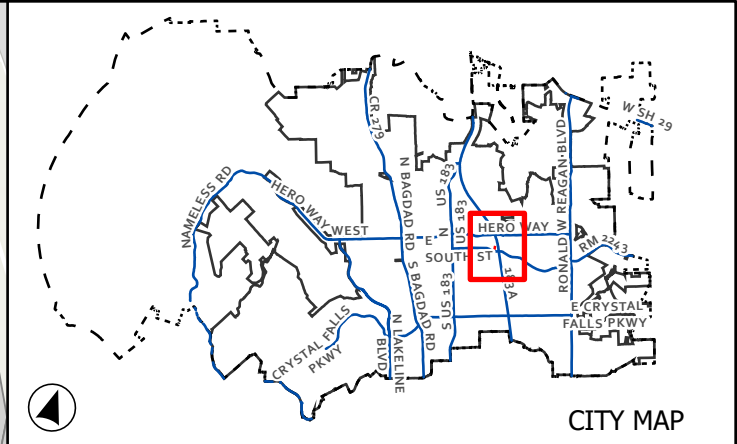
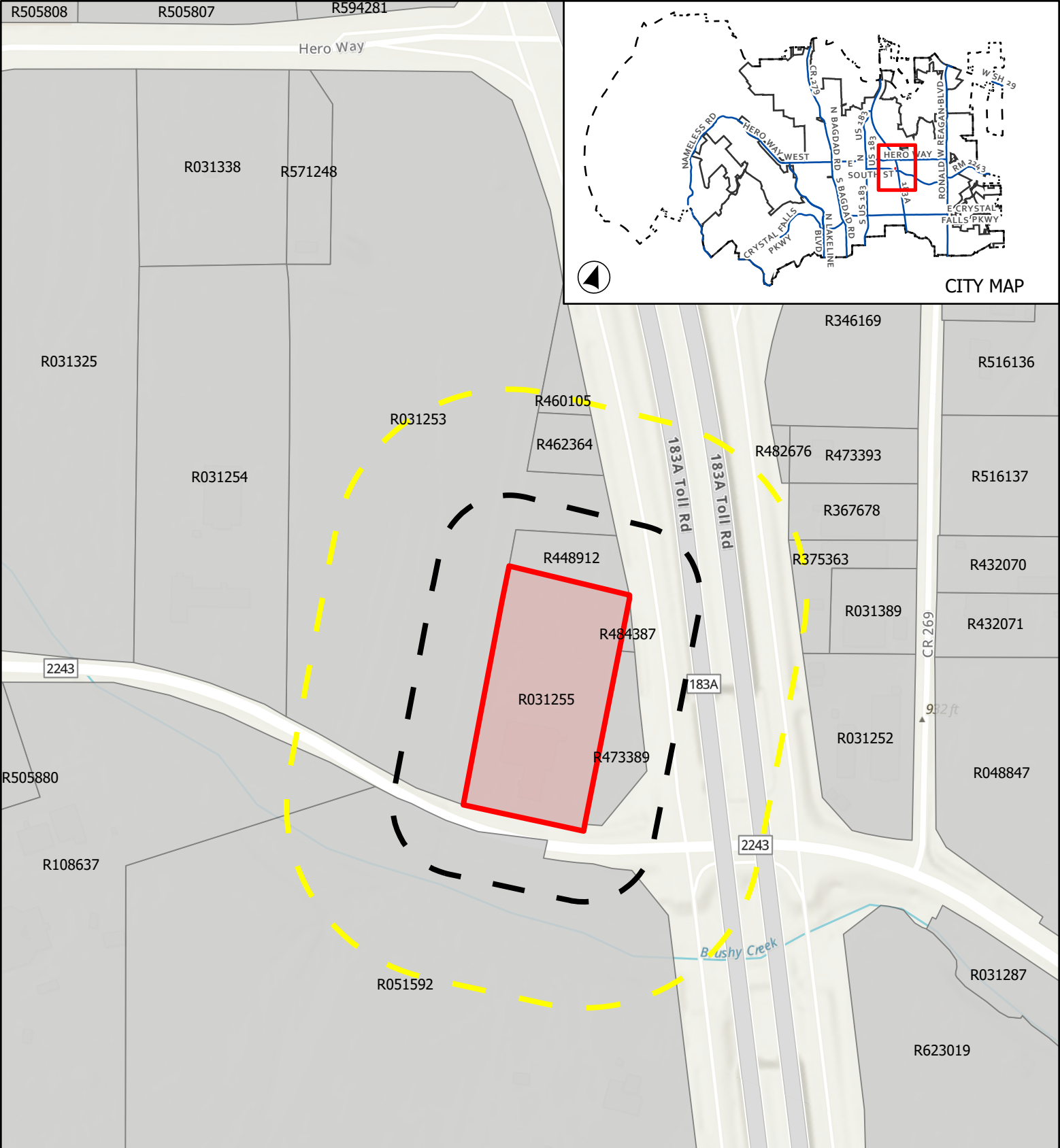
- Neighborhood Residential

- Multi-Use Corridor - Priority Corridor
- Activity Center
- Employment Center
- Urban Mixed Use
- Greenway

Thoroughfare Plan

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

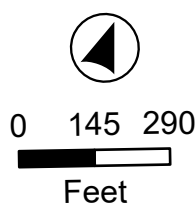
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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



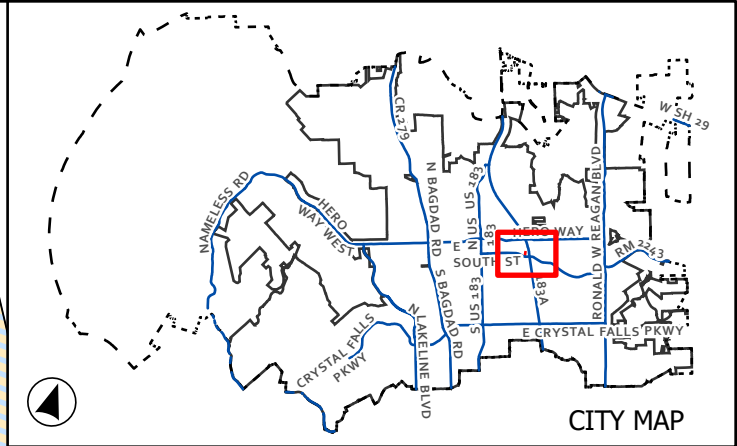
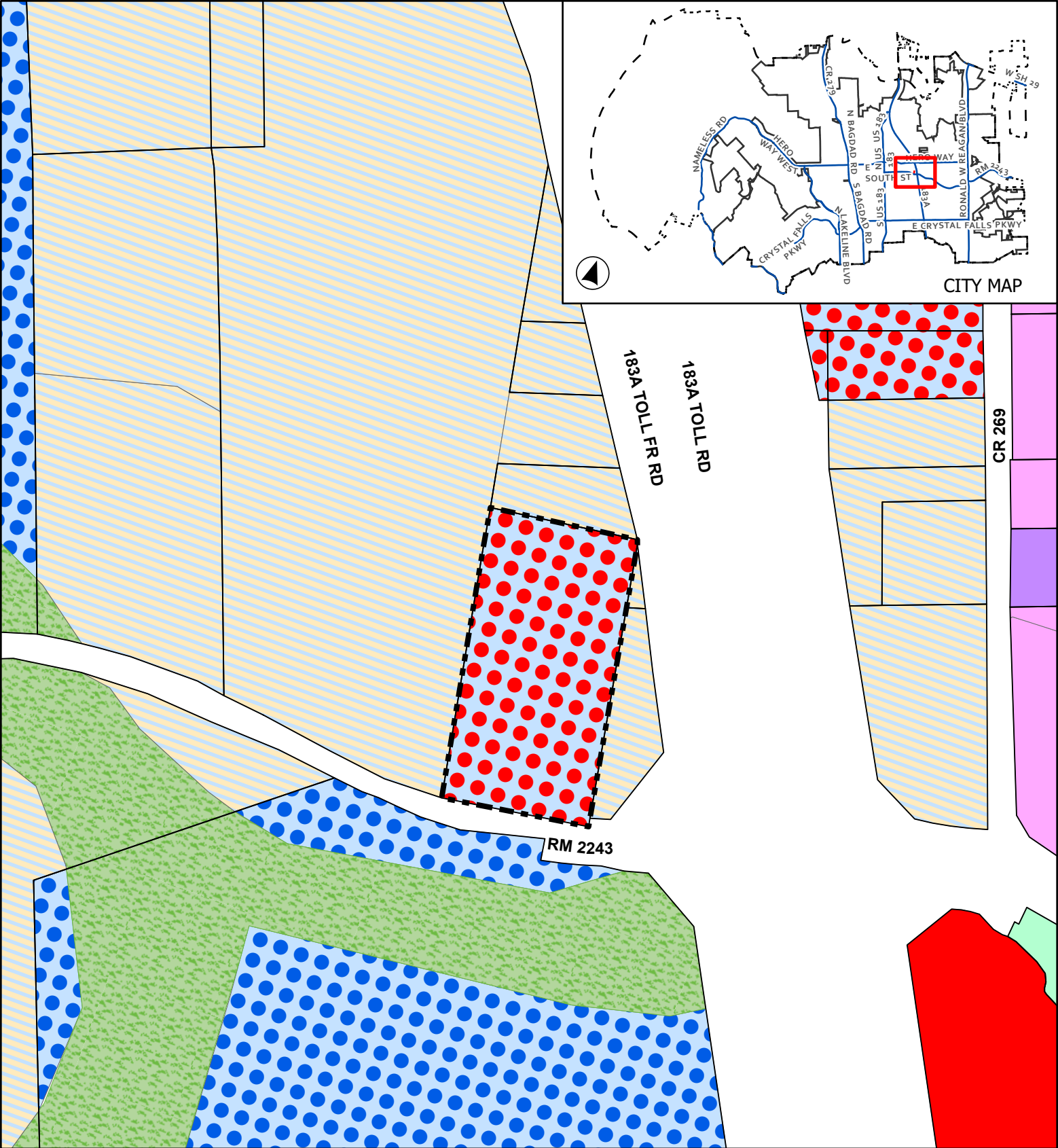
CASE: Z-23-0103 ATTATCHMENT 4 SKOTZ MINOR PUD

Public Notification

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



- City Limits
- ETJ Boundary
- Subject Boundary
- Notification Buffer**
 - 200'
 - 500'



CASE: Z-23-0103

ATTACHMENT 5

SKOTZ MINOR PUD

Proposed 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 herein provided.

	Leander City Limits		HC - Heavy Commercial
	Extra-Territorial Jurisdiction		HI - Heavy Industrial
	Subject Boundary		PUD - Mixed Use
	SFR - Single-Family Rural		PUD - General Commercial
	SFS - Single-Family Suburban		OS - Open Space
	GC - General Commercial		CD - Conventional Sector

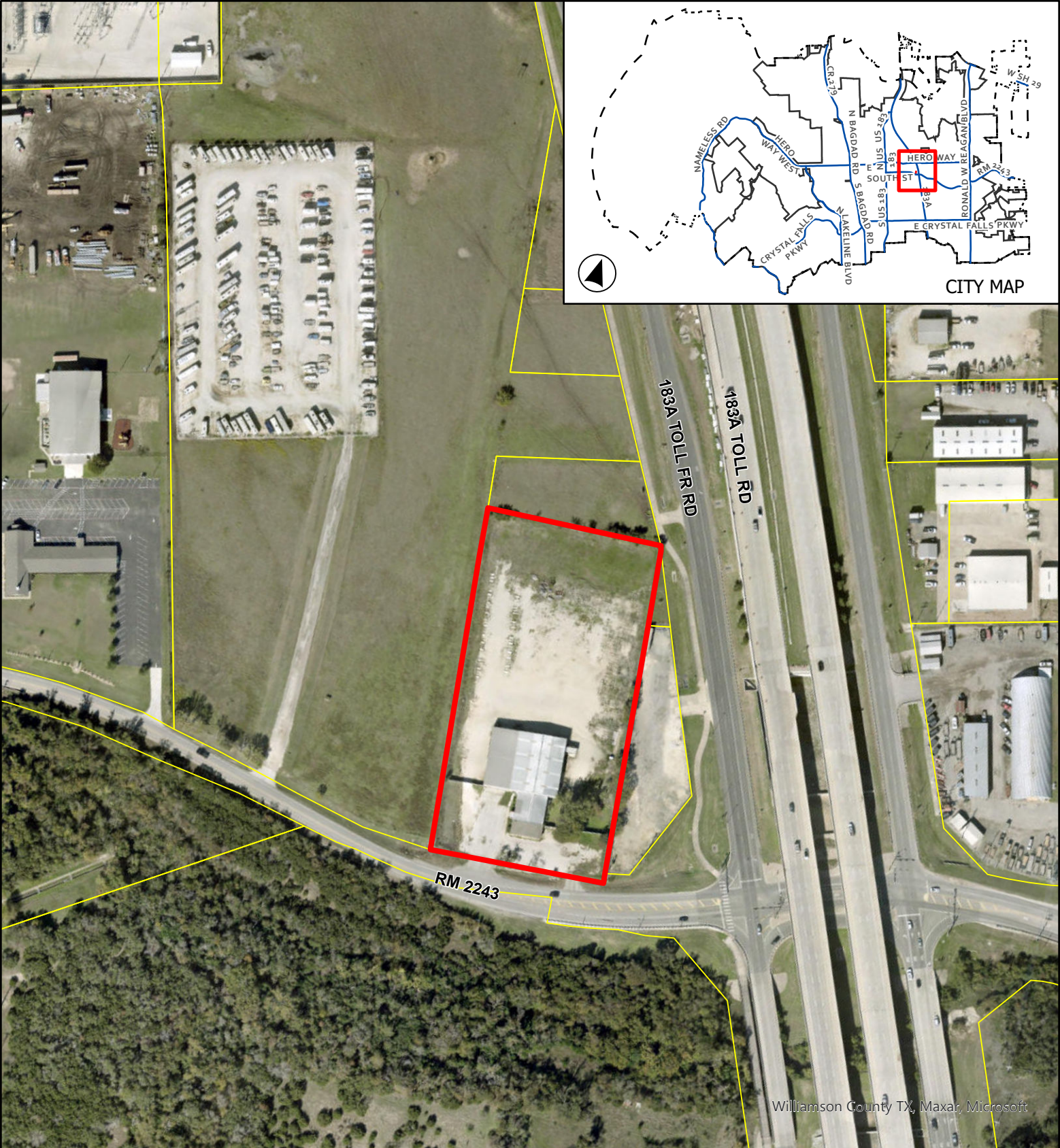


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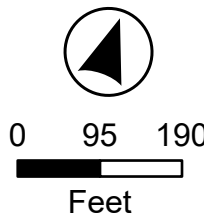
Feet



Williamson County TX, Maxar, Microsoft

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 herein provided.



- Leander City Limits
- Subject Boundary

EXHIBIT A

Skotz Minor PUD (Planned Unit Development)

A. Purpose and Intent

1. The Skotz Minor PUD is comprised of approximately 4.031 acres, as shown in **Exhibit B.** The development of this property includes the existing building, parking and an additional building with an associated parking lot.

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.

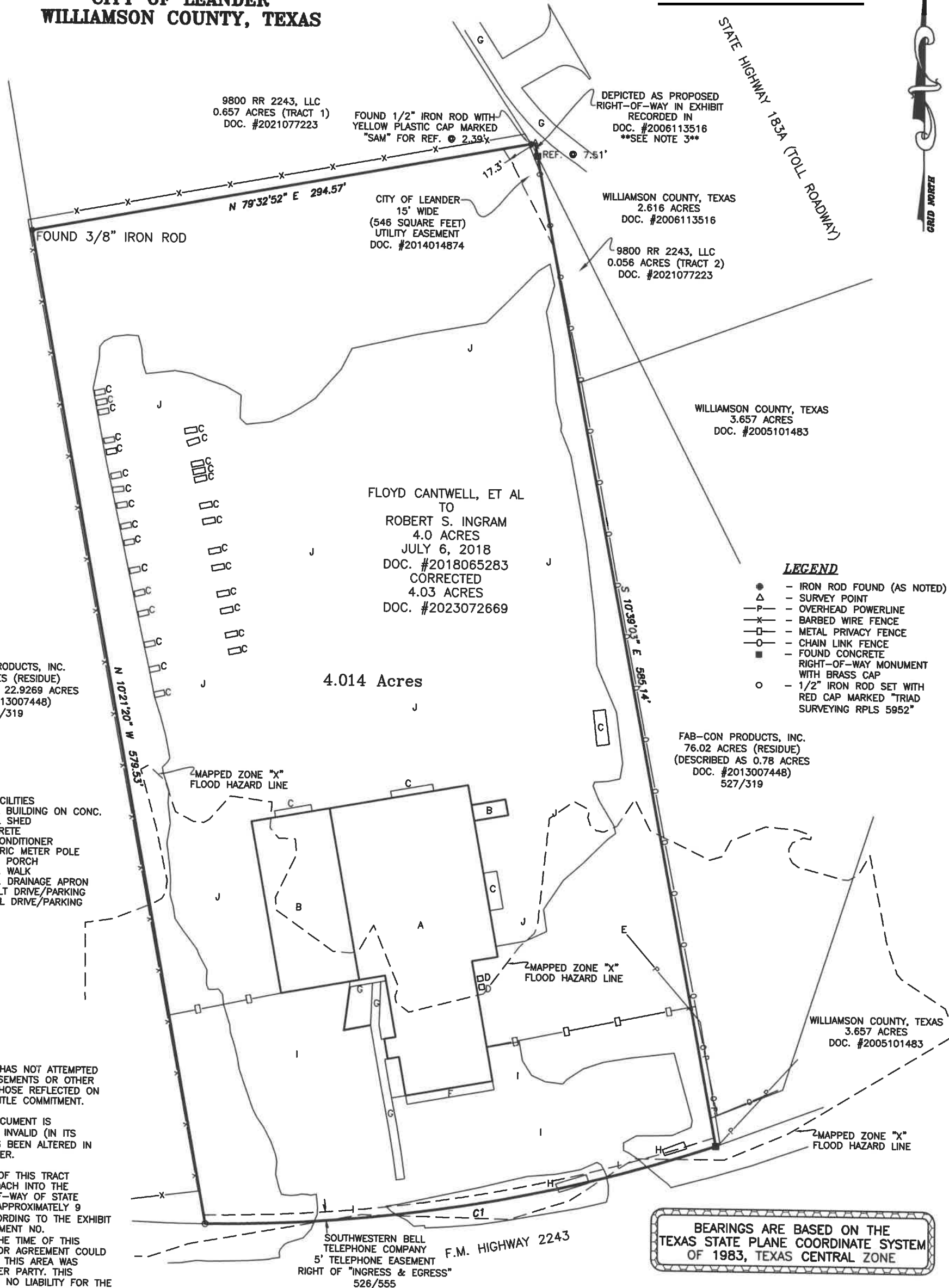
GC-2-A (General Commercial)

C. Allowable / Prohibited Uses

1. The Allowable Uses shall include all authorized uses currently permitted under the GC Use Component per the Leander Composite Zoning Ordinance.
2. The following uses shall be prohibited:
 - a. Farms or truck gardens.
 - b. Funeral home.
 - c. New vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop.
 - d. Wholesale activities.

ELIJAH D. HARMON SURVEY
ABSTRACT NO. 6
CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

Exhibit B



NOTES:

1. THIS SURVEYOR HAS NOT ATTEMPTED TO LOCATE ANY EASEMENTS OR OTHER MATTERS BEYOND THOSE REFLECTED ON THE REFERENCED TITLE COMMITMENT.

2. THIS SURVEY DOCUMENT IS CONSIDERED TO BE INVALID (IN ITS ENTIRETY) IF IT HAS BEEN ALTERED IN ANY WAY WHATSOEVER.

3. THE BOUNDARY OF THIS TRACT APPEARS TO ENCR OACH INTO THE OCCUPIED RIGHT-OF-WAY OF STATE HIGHWAY 183A BY APPROXIMATELY 9 SQUARE FEET (ACCORDING TO THE EXHIBIT ATTACHED TO DOCUMENT NO. 2006113516). AT THE TIME OF THIS SURVEY, NO DEED OR AGREEMENT COULD BE LOCATED WHERE THIS AREA WAS GRANTED TO ANOTHER PARTY. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE ISSUES WHICH MAY ARI SE FROM THIS.

4. THE FOLLOWING AGREEMENTS APPLY TO THIS TRACT:

438/475, DOC. #2013007448, DOC. #2013007449, DOC. #2013015766, DOC. #2013025651, DOC. #2013025652, DOC. #2013025653, DOC. #2013025654, 2013039828

5. THE FOLLOWING EASEMENTS HAVE THE RIGHT OF "INGRESS & EGRESS" TO THIS TRACT:

A) PEDERNALES ELECTRIC COOP, INC. - 577/496
B) PEDERNALES ELECTRIC COOP, INC. - 577/498
C) PEDERNALES ELECTRIC COOP, INC. - 517/163

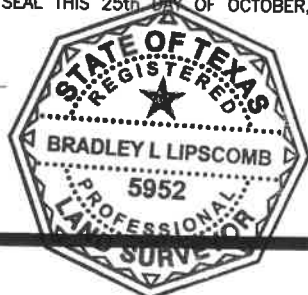
6. THE FOLLOWING EASEMENT APPLIES AS A BLANKET EASEMENT TO THIS TRACT:

D) PEDERNALES ELECTRIC COOP, INC. - DOC. #2019003279

I, BRADLEY L. LIPSCOMB, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5952 IN THE STATE OF TEXAS, DO HEREBY CERTIFY TO THE TITLE AGENCY, UNDERWRITER, LENDER, MORTGAGE CO. AND/OR PURCHASER THAT THIS SURVEY WAS MADE ON THE GROUND; THIS PLAT HEREON AND FIELD NOTES ATTACHED TRULY AND CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY; THE SIZE, LOCATION AND TYPE OF BUILDINGS AND IMPROVEMENTS ARE AS SHOWN; THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE EXCEPT AS SHOWN; SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AND LIES ENTIRELY WITHIN ZONE "X" OF THE FLOOD HAZARD AREA ACCORDING TO FLOOD RATE MAP PANEL NO. 48491C0455F, WILLIAMSON COUNTY, TEXAS, DATED DECEMBER 20, 2019. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION III, SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 25th DAY OF OCTOBER, 2023.

BRADLEY L. LIPSCOMB, RPLS



BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	914.93'	298.96'	297.63'	S 80°37'40" W	18°43'18"



GF NO. 1706412302261
TRIAD SURVEYING, INC. FIRM REGISTRATION NO. 10007900
528 COUNTY ROAD 325 P.O. BOX 1489 ROCKDALE, TX. 76567

4.014 ACRES
ELIJAH D. HARMON SURVEY
ABSTRACT NO. 6
CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

Completion Date: 10/25/23	Drawn By: BL
Scale: 1"=60'	Surveyed by: LS/AG
Project No.: S23-266	Checked by: BL



In Re: 4.014 Acres
All of a called 4.0 Acre tract
Elijah D. Harmon Survey
Abstract No. 6
City of Leander
Williamson County, Texas

All that certain tract or parcel of land situated in the City of Leander, Williamson County, Texas, being a part of the Elijah D. Harmon Survey, Abstract No. 6, being all of a called 4.0 Acre tract conveyed from Floyd Cantwell, et al to Robert S. Ingram by Deed dated July 6, 2018 recorded in Document No. 2018065283 of the Official Public Records of Williamson County and being re-described as 4.03 Acres in Document No. 2023072669 of the said Official Public Records of Williamson County, Texas, being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found concrete Right-of-Way monument with brass cap on the north Right-of-Way line of F.M. Highway 2243, at an exterior ell corner of the Right-of-Way of State Highway 183A being a 3.357 Acre tract conveyed to Williamson County, Texas in Document No. 2005101483, for the southeast corner of this tract;

THENCE along the said north Right-of-Way line of F.M. Highway 2243, along the arc of a curve to the right with an arc length of 298.96', a radius of 914.93', a chord bearing of S 80°37'40" W, and a chord length of 297.63', to a set ½" iron rod with red plastic cap marked "TRIAD RPLS 5952" at a southeast corner of the residue of a called 76.02 Acre tract conveyed to Fab-Con Products, Inc. in Volume 527, Page 319 (being described as 22.9269 Acres in Document No. 2013007448), for the southwest corner of this tract;

THENCE N 10°21'20" W - 579.53' along the east line of the said residue of the 76.02 Acre tract to a found 3/8" iron rod at the southwest corner of a called 0.657 Acre tract (Tract 1) conveyed to 9800 RR 2243, LLC in Document No. 2021077223, for the northwest corner of this tract;

THENCE N 79°32'52" E - 294.57' along the south line of the said 0.657 Acre tract and a west line of a called 2.616 Acre tract conveyed to Williamson County, Texas in Document No. 2006113516 (said 2.616 Acre tract purported to be common with the Right-of-Way of State Highway 183A, however, within Document No. 2006113516 an exhibit is attached which depicts a Right-of-Way line which would bisect this tract by approximately 9 Square Feet), respectively, to a point at an interior ell corner of the said 2.616 Acre tract, for the northeast corner of this tract from which a found ½" iron rod with yellow plastic cap marked "SAM" for

Triad Surveying, Inc.
Firm Registration No. 10007900
P.O. Box 1489
Rockdale, TX 76567
(512) 446-3457

Project No. S23-266

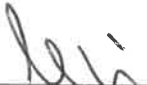
reference bears: S 79°32'52" W – 2.39' and a found concrete Right-of-Way monument with brass cap bears: S 10°39'03" E – 7.51';

THENCE S 10°39'03" E - 585.14' along the west line of the said 2.616 Acre tract, a called 0.056 Acre tract (Tract 2) conveyed to 9800 RR 2243, LLC in Document No. 2021077223, the said residue of the 76.02 Acre tract (being described as 0.78 Acres in Document No. 2013007448) and the said 3.657 Acre tract, respectively, to the **POINT OF BEGINNING** containing within these metes and bounds 4.014 Acres of land.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 25th day of October, 2023.


Bradley L. Lipscomb RPLS



Triad Surveying, Inc.
Firm Registration No. 10007900
P.O. Box 1489
Rockdale, TX 76567
(512) 446-3457

Project No. S23-266

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 SKOTZ MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF GC-2-A (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 4.03 acres ±; being more particularly described in Exhibit "B"; more commonly known as 9800 RM 2243; identified by Williamson Central Appraisal District tax identification number R031255; more particularly described in Instrument Number 2023072669; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Skotz Minor PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A" 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 5th day of December, 2024.

FINALLY PASSED AND APPROVED on this the 19th 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 2 – Joseph Morales
Place 3 – Ron May
Place 4 – Tara LeDay**

**Place 5 – James Oliver, Vice–Chair
Place 6 –Laura Lantrip, Chair
Place 7 –Scott Calame
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 $\pm$ 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 $\pm$ 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
12/5/2024

AGENDA SUBJECT:

Conduct a Public Hearing 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.

BACKGROUND:

This request is the second step in the zoning process. This property is proposed to be an extension of the Lone Star Landing subdivision which is north of the intersection of CR 177 and Valley View Drive, located directly east of Austin Precision Products storage/warehouse. The proposed zoning district of SFS-2-B (Single-Family Suburban) would allow for the development of single-family detached dwellings on intermediate suburban standard sized lots and for other compatible and complimentary uses. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in a Neighborhood Residential identified by the Comprehensive Plan. In addition, the proposal is in compliance with Resolution No. 22-031-00 that was adopted by City Council to limit consideration of zoning requests that seek to add residential lots.

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

HISTORY/TIMELINE:

02/16/2017 – Annexation and assignment of interim zoning
06/09/2022 – Zoning Case 22-Z-017 withdrawn
06/01/2023 – Concept Plan Approved
11/14/2024 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

Eli Engineering, PLLC. (Gary Eli Jones) on behalf of Texas Lonestar Landing, LLC. (Mallik Gilakattula)

RECOMMENDATION:

Staff recommends approval. During the meeting of November 14, 2024, the Planning & Zoning Commission recommended approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-24-0148 Att 1 - Planning Analysis
2. Z-24-0148 Att 2 Current Zoning - Lone Star Landing Ph 2
3. Z-24-0148 Att 3 FLU Map - Lone Star Landing Ph 2
4. Z-24-0148 Att 4 Public Notification - Lone Star Landing Ph 2
5. Z-24-0148 Att 5 Proposed Zoning - Lone Star Landing Ph 2
6. Z-24-0148 Att 6 Aerial Map - Lone Star Landing Ph 2
7. Z-24-0148 Att 7 Letter of Intent - Lone Star Landing Ph 2
8. Z-24-0148 Att 8 Neighborhood Outreach - Lone Star Landing Ph 2
9. Z-24-0148 Att 9 Ordinance - Lone Star Landing Ph 2
10. Z-24-0148 Att 10 11-14-2024 P & Z minutes



PLANNING ANALYSIS

ZONING CASE Z-24-0148
LONE STAR LANDING

GENERAL INFORMATION

Owner/Agent: Eli Engineering (Gary Jones) on behalf of Texas Lone Star Landing, LLC (Mallik Gilakattula).

Current Zoning: Interim SFR-1-B (Single-Family Rural)

Proposed Zoning: SFS-2-B (Single-Family Suburban)

Size and Location: The property is generally located north of the intersection of CR 177 and Valley View Drive, including approximately 15.416 acres.

Staff Contact: Michael Chenausky, Senior Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district change for a 15.416 acre portion of their property in order to match the zoning to the south and develop single family residential.

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

As this Commission is aware, Resolution No. 22-031-00 was adopted by City Council in October of 2022 to limit consideration of zoning requests that seek to add residential lots. However this resolution does prioritize large lot/low-density residential development such as SFR, SFE and SFS. This zoning request is meant to match the zoning to the south currently being developed as Lone Star Landing Phase 1.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	ETJ	Undeveloped
EAST	SFR-1-B (Interim)	Undeveloped
SOUTH	SFS-2-B	Residential

WEST	ETJ SFR-1-B (Interim) SFS-2-B	Residential Undeveloped Storage/Warehouse
------	-------------------------------------	---

SURROUNDING AREA:

This property is proposed to be an extension of the Lone Star Landing subdivision which is north of the intersection of CR 177 and Valley View Drive and directly east of Austin Precision Products storage/warehouse.

PHYSICAL AND NATURAL FEATURES:

This property is undeveloped and contains significant tree cover which will be subject to the Leander tree preservation requirements and mitigation at time of development.

PROPERTY HISTORY:

This property was annexed into the City of Leander on 02/16/2017.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 22-Z-017 requested a zone change from SFR-1-B B (Single-Family Rural) and SFS-2-B (Single-Family Suburban) to SFT-2-B B (Single-Family Townhome) and SFC-2-B (Single-Family Compact) and was withdrawn on 06/01/2023.

MAJOR CORRIDORS:

This property will have access onto the future extension of E. Crystal Falls Parkway, but will take access through the Lone Star subdivision to the south until that time.

TRANSPORTATION PLAN REQUIREMENTS:

This property includes an arterial segment for the future extension of Crystal Falls Parkway that will head east and tie into CR 177.

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
Crystal Falls Parkway	Arterial	Urban arterial low traffic	100' ROW 4-lane arterial 10' sidewalk

EXISTING UTILITIES:

Property has access to water and wastewater off-site and will work through serving the site as part of a public improvement construction plan submittal.

CURRENT LAND USES:

This property is currently undeveloped.

PROPOSED ZONING DISTRICT:**USE COMPONENT****SFS – SINGLE FAMILY SUBURBAN:**

Features: 9,000 sq. ft. lot min.; 1,500 sq. ft. living area min.

Intent: Development of single-family detached dwellings on intermediate suburban standard sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with intermediate lot sizes.

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 B:**

Features: Four (4) or more architectural features.

Intent:

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

COMPREHENSIVE PLAN:**Applicable Comprehensive Plan goal statements**

- Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.

Applicable Future Land Use categories**NEIGHBORHOOD RESIDENTIAL**

- The Neighborhood Residential land use category is intended to be developed primarily as new single-family detached residential subdivisions with associated amenities, such as parks, trails, open space areas, and elementary

schools. These areas are intended to have a mix of suburban and auto-oriented development character which are primarily found in the form of detached residential lots.

Architectural styles, building height and massing are relatively uniform in this type of land use. Most streets are considered to be local and low-volume with curb and gutter, sidewalks, consistent speeds and highly accessible driveways. Strategically located parks are essential and in some cases a school or other institutional use are integrated or in close proximity.

Some neighborhood-serving retail and office uses are permitted in these areas with highly-restrictive use, site and design requirements. These type of uses are residential in scale and architectural design and are walkable in nature, though auto-serving. These uses are not shown on the Future Land Use Map as commercial and are supported when integrated into a development with appropriate site and zoning compatibility considerations.

This category is compatible with SFR, SFE, SFS, SFU, SFC, SFL, SFT, TF CH, NR and PUD zoning districts.

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 09/23/2024. No changes were made to the project since the development meeting was held.

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
- 12/05/2024 - City Council Public Hearing & First Reading of the Ordinance
- 12/19/2024 - City Council Second & Final Reading of the Ordinance

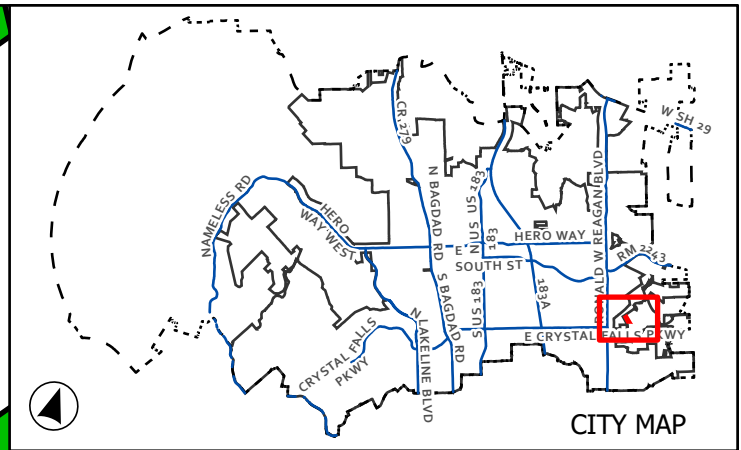
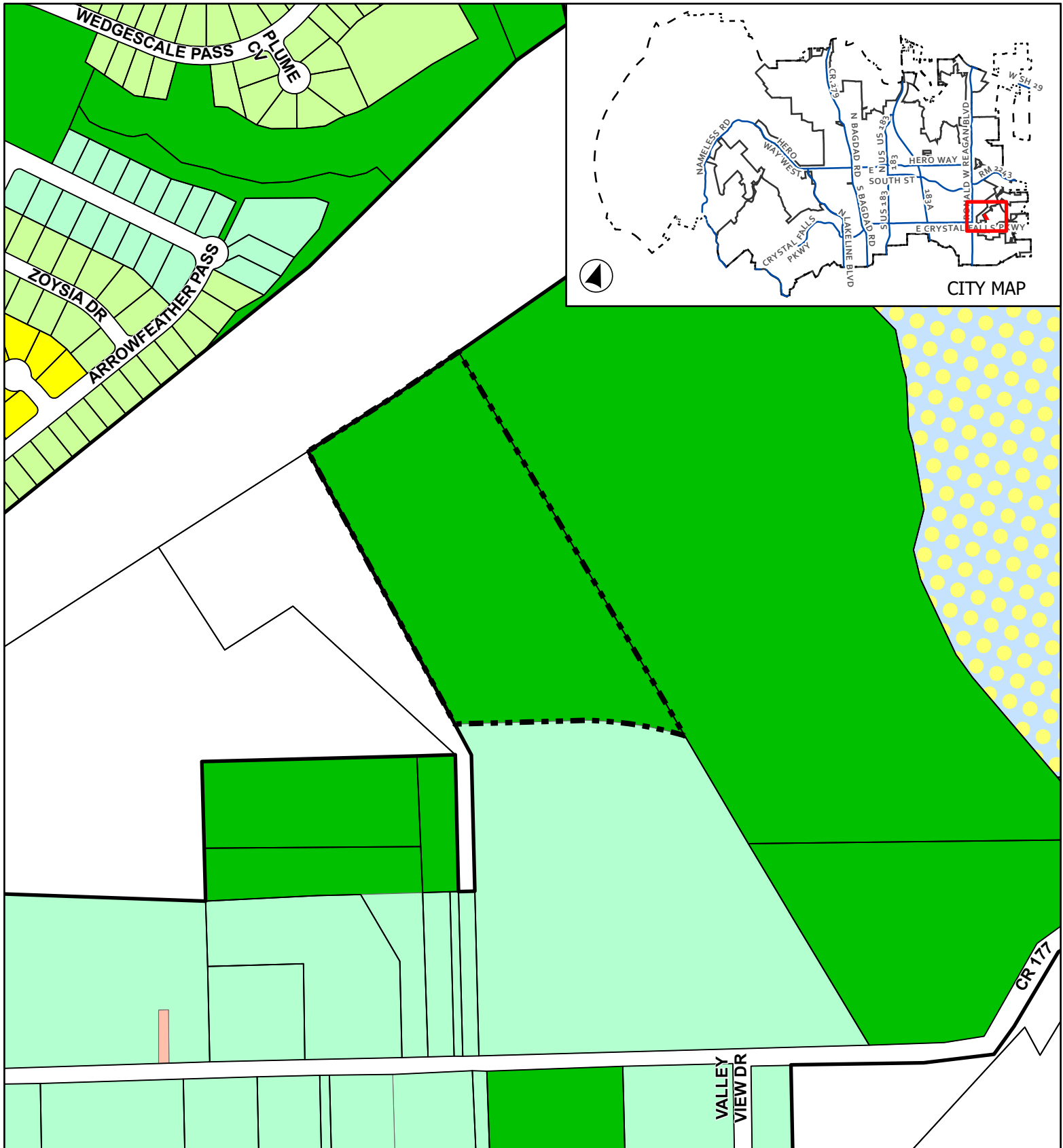
PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200', the agent reached 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' were also contacted.

A neighborhood outreach letter was mailed out per developer to solicit concerns and inform the property owner of what is proposed. Please see the full report from the applicant as attachment 8.

APPROVAL CRITERIA:

The Comprehensive Plan identifies the subject tract as a Neighborhood Residential future land use category which is intended to be developed primarily as new single-family detached residential with associated amenities. The applicant's request complies with both the Comprehensive Plan and current zoning designations. Additionally, this request is compatible with surround zoning designations and land uses. This proposal of SFS-2-B, to include minimum 70-foot-wide lots, is in compliance with Resolution No. 22-031-00 adopted by City Council, therefore staff recommends approval of the zoning request.



CASE: Z-24-0148

ATTACHMENT 2

LONE STAR LANDING PH 2

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 herein provided.

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural
- SFS - Single-Family Suburban

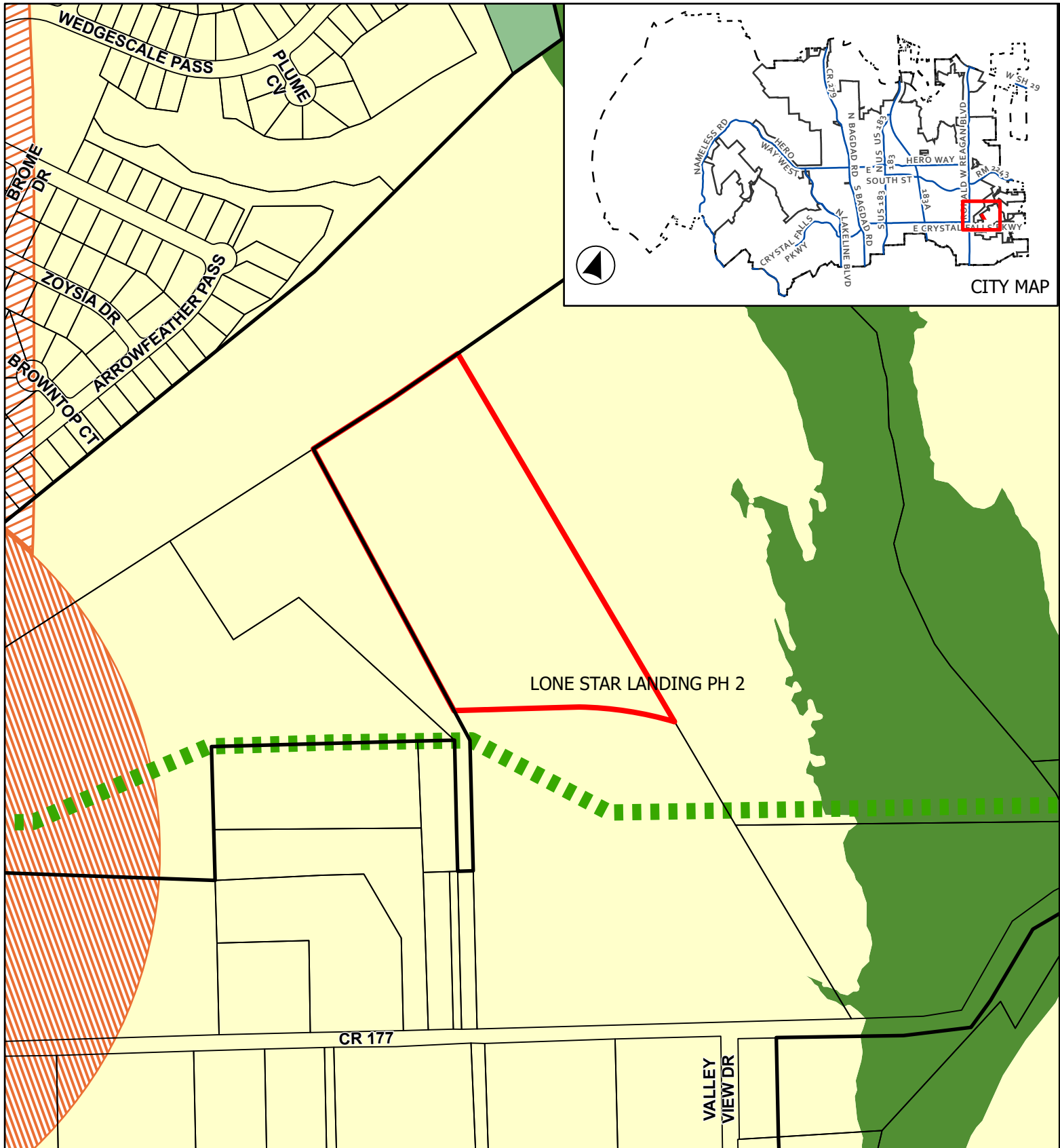
- SFU - Single-Family Urban
- SFC - Single-Family Compact
- LO - Local Office
- PUD - Single-Family



0 140 280



Feet



CASE: Z-24-0148

ATTACHMENT 3

LONE STAR LANDING PH 2

Future Land Use Map



0 170 340



Feet

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- Leander City Limits
- ETJ Boundary
- Subject Boundary

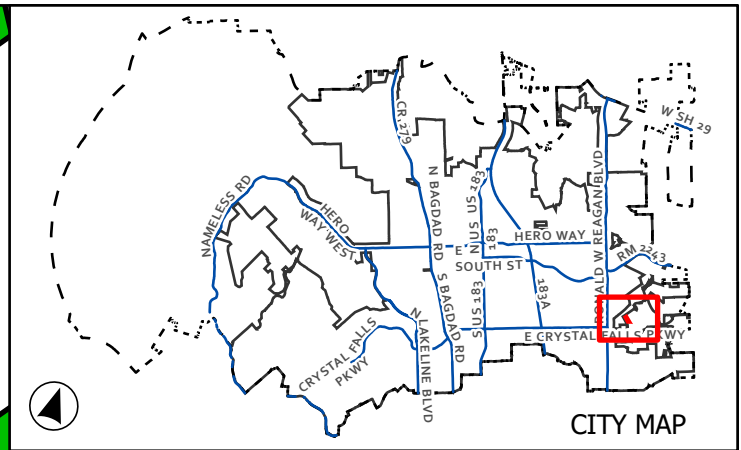
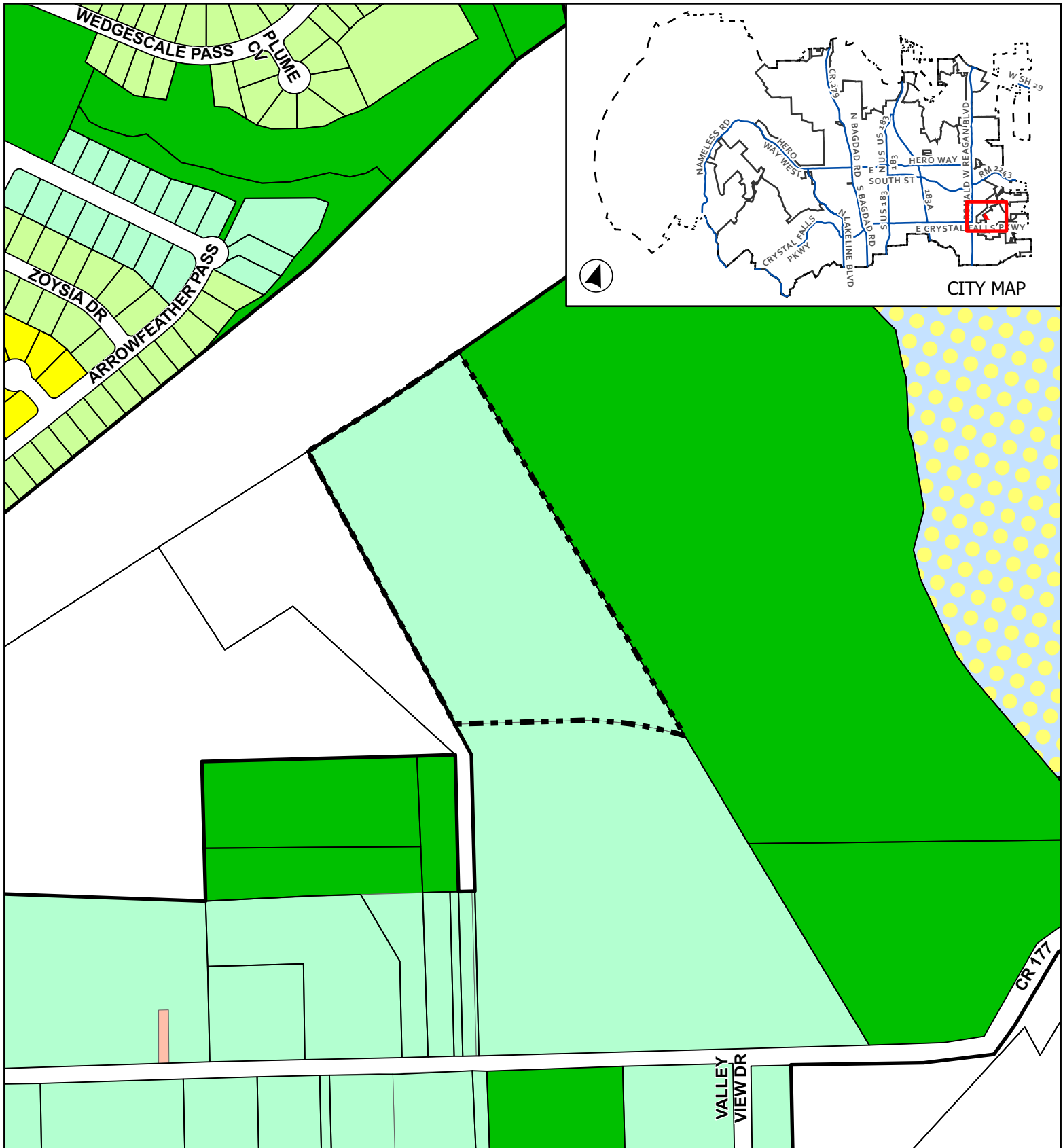
Future Land Use

- Greenway
- Multi-Use Corridor - Priority Corridor

- Neighborhood Center - Priority Corridor
- Neighborhood Residential
- Parks and Preserves

Thoroughfare Plan

- ARTERIAL 6, Proposed



CASE: Z-24-0148

ATTACHMENT 5

LONE STAR LANDING PH 2

Proposed Zoning

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- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural
- SFS - Single-Family Suburban

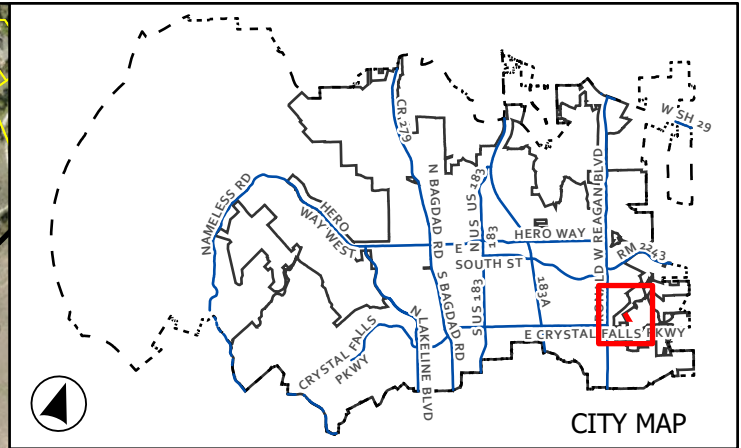
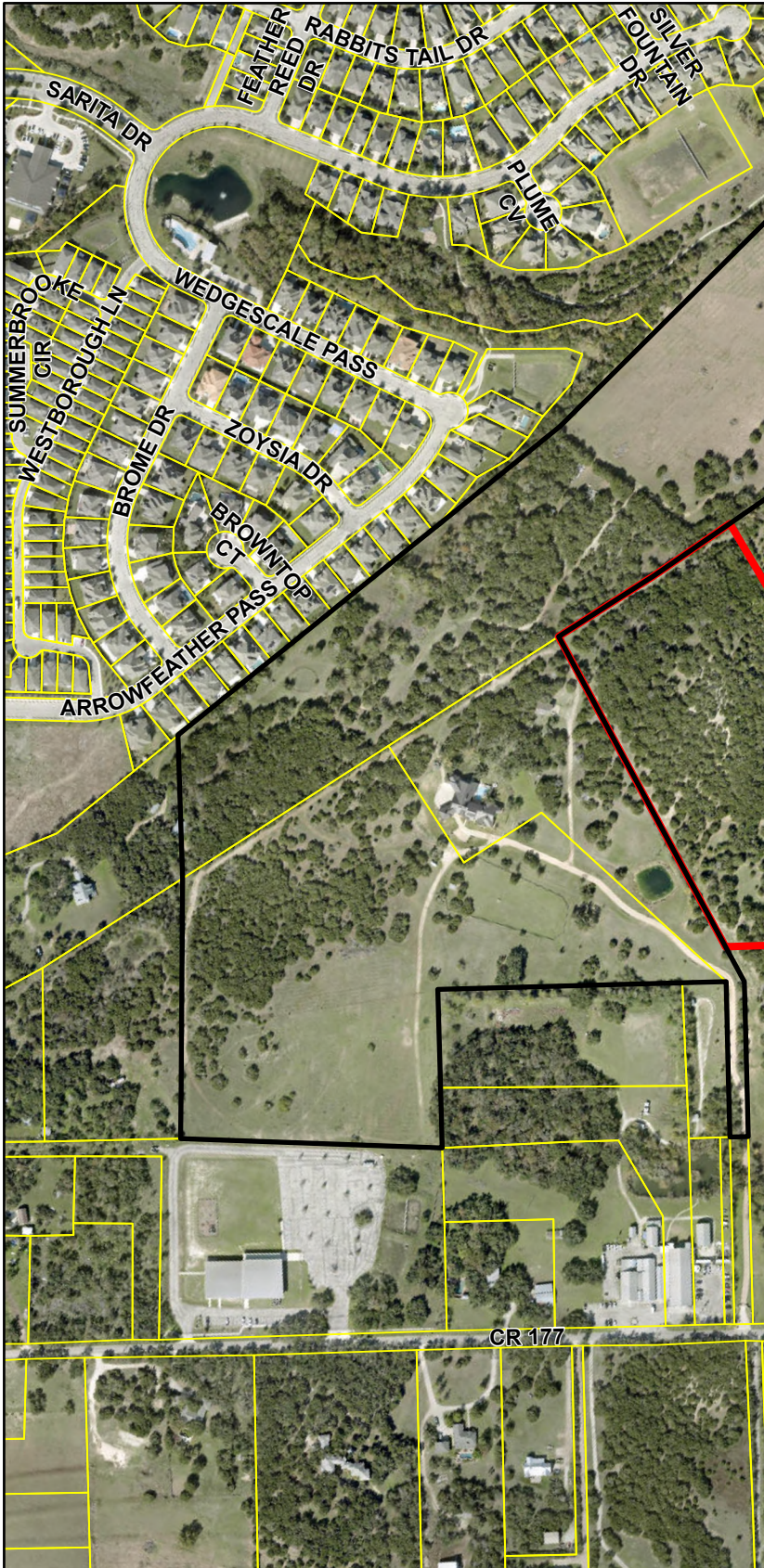
- SFU - Single-Family Urban
- SFC - Single-Family Compact
- LO - Local Office
- PUD - Single-Family



0 140 280



Feet



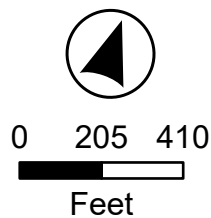
CASE: Z-24-0148

ATTACHMENT 6

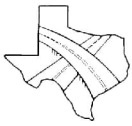
LONE STAR LANDING PH 2

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 herein provided.



- Leander City Limits
- Subject Boundary



Firm # 17877

October 10, 2024

Ms. Robin M. Griffin, AICP
Executive Director of Development Services
PO Box 319
Leander, TX 78646

Re: Lone Star Landing Phase 2 – Zoning Application Letter of Intent

Dear Ms. Griffin:

On behalf of Texas Lone Star Landing, LLC, we are submitting this application for zoning change for the north 15.416 Ac portion of the Lone Star Landing 37 acre tract located on CR 177. The property is currently zoned SFR-1-B and is designated Neighborhood Residential on the Future Land Use Map.

The south 21.599 acres out of the total 37.015 acre property has already been rezoned to SFS-2-B. This zoning request includes matching the same zoning for the remaining 15.416 acres on the north side of the property.

If you need additional information, please do not hesitate to contact my office.

Best Regards,

Gary Eli Jones, P.E.

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.

Discussed the zoning with Mr. Thomas and Chris Fielder is talking with Mr. LaRue. Contacting Grady and Amy this evening. Letters of the proposed zoning have been mailed to all property owners within 500-ft of the proposed zoning.

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.

HOA of the neighborhood to the north is included in the mailout.

3. What concerns were raised during these communications?

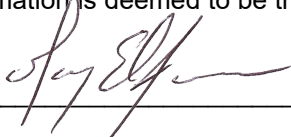
None so far. They all want to know about Crystal Falls Parkway

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

Nothing.

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

Signature: _____



Date 10/5/2024

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 INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO SFS-2-B (SINGLE-FAMILY SUBURBAN); 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 15.416 acres $\pm$; being more particularly described in Exhibit "A"; located generally located north of the intersection of CR 177 and Valley View Drive; identified by Williamson Central Appraisal District tax identification number R031560; more particularly described in Instrument Number 2022036484; 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 Interim SFR-1-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban) 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 5th day of December, 2024.
FINALLY PASSED AND APPROVED on this the 19th 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 2 – Joseph Morales
Place 3 – Ron May
Place 4 – Tara LeDay**

**Place 5 – James Oliver, Vice–Chair
Place 6 –Laura Lantrip, Chair
Place 7 –Scott Calame
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 $\pm$ 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 $\pm$ 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
12/5/2024

AGENDA SUBJECT:

Discuss and consider action on the approval of the Springs at M Ranch Phasing Plan associated with Subdivision Case CP-22-0019 on thirteen (13) parcels of land approximately 153 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031286, R031279, R031280, R555247, R031298, R555246, R031297, R462377, R031347, R555235, R031351, R031398, and R473651; generally located at the southwest intersection of Hero Way West and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

BACKGROUND:

On January 2022, the City Council approved an update to the Subdivision Ordinance and Chapter 13 Utilities which added provisions for development phasing in response to the City's water concerns. The City Council conducted their annual review of the changes in January 2024 and determined that the phasing is still needed.

This proposal is for the approval of the Springs at M Ranch Phasing Plan, which would allow for the development of two hundred fifty-eight (258) residential units in one (1) phase (Phase 4) and one hundred eighteen (118) acres of commercial within four (4) phases (Phases 1, 2, 3, and 5). Chapter 13 Utilities requires that a phasing plan is required when a subdivision includes more than thirty (30) lots. The applicant is requesting a waiver to the requirement to provide multiple phases for residential subdivisions. Their request letter is included as Attachment #2.

Sec. 13.12.002. - Development phasing plan required.

A development phasing plan is required for any subdivision within the city limits and extraterritorial jurisdiction that includes more than (30) thirty lots or units. The development phasing plan for the subdivision must be approved by the city council before a subdivision concept plan will be approved.

HISTORY/TIMELINE:

05/03/2018 – Residential Zoning Approved (R031398, R473651)

10/21/2021 – Commercial Zoning Approved (R031279, R031286, R031280, R462377, R031347, R031351)

03/04/2022 – Commercial Zoning Approved (R555235, R555246, R031297, R555247, R031279)

04/07/2022 – Commercial Zoning Approved (R031298)

APPLICANT/AGENT:

Bleyl Engineering (Steve Ihnen) on behalf of JNK Properties 1, Ltd. (Chandni Mahendru)

RECOMMENDATION:

Staff recommends approval.

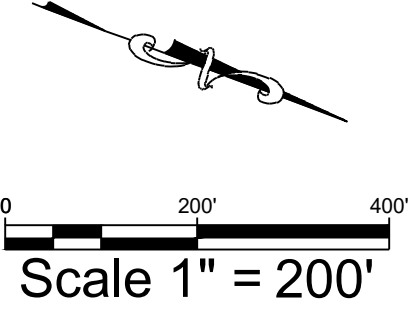
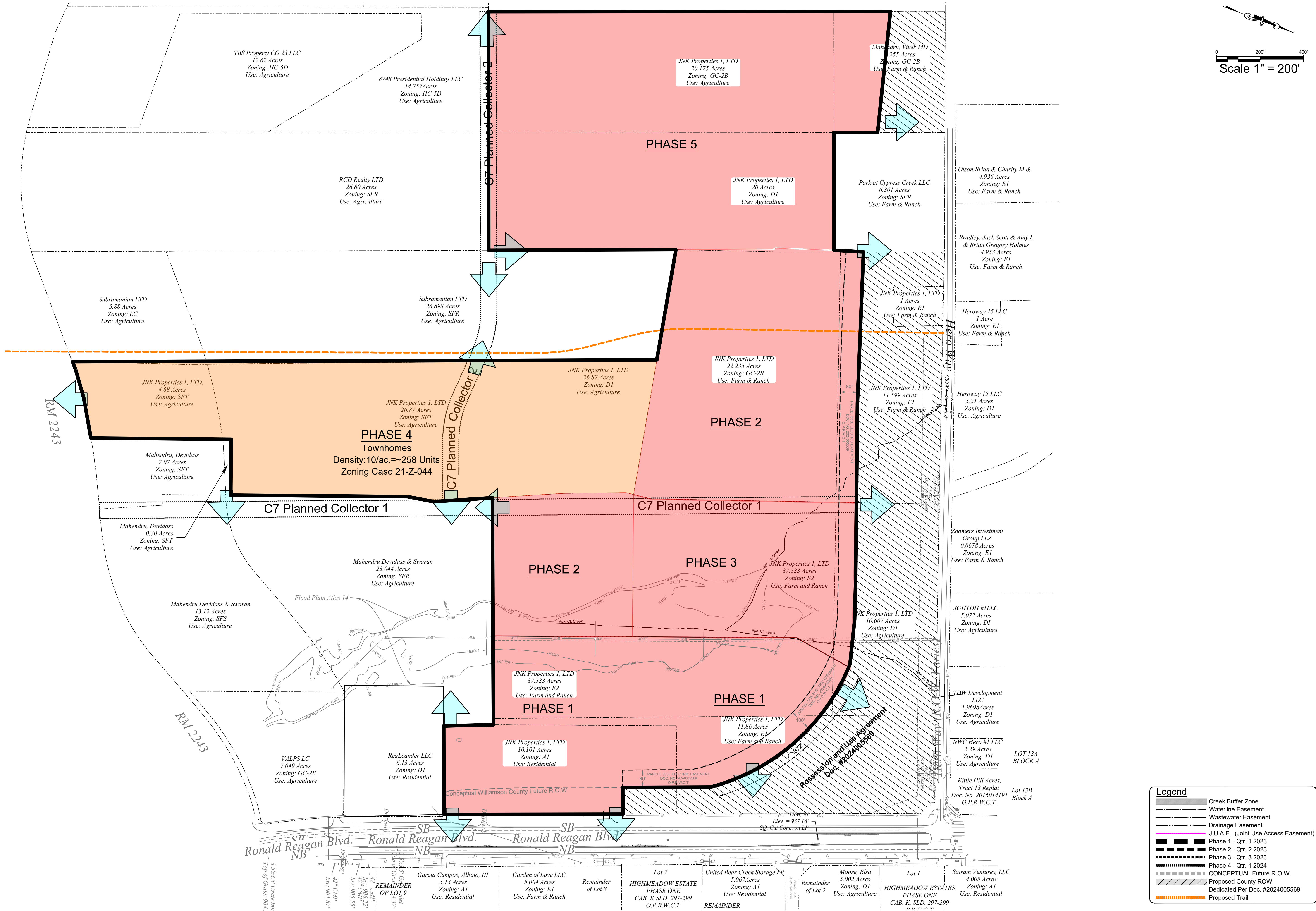
PRESENTER:

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

Fiscal Impact

Attachments:

1. CP-22-0019 Att 1 Phasing Plan
2. CP-22-0019 Att 2 Waiver Request
3. CP-22-0019 Att 3 Location Map



Legend

- Creek Buffer Zone
- Waterline Easement
- Wastewater Easement
- Drainage Easement
- J.U.A.E. (Joint Use Access Easement)
- Phase 1 - Qtr. 1 2023
- Phase 2 - Qtr. 2 2023
- Phase 3 - Qtr. 3 2023
- Phase 4 - Qtr. 4 2024
- CONCEPTUAL Future R.O.W.
- Proposed County ROW
- Dedicated Per Doc. #2024005569
- Proposed Trail

Benchmarks

BM#1 Square cut in Power Pole Base - Elev. 937.16
3089615.422' Easting, 10188659.631' Northing
W97°48'45.19" Longitude, N30°35'37.45" Latitude

BM#1 Square cut in Power Pole Base - Elev. 929.22
3089869.928' Easting, 10188020.413' Northing
W97°48'42.44" Longitude, n30°35'31.07" Latitude

Legal Description

153.00 acres of land out of the Elijah D. Harmon Survey,
Abstract No. 6, Williamson County, Texas.

Phasing Plan

Phase 1	6 months
Phase 2	12 months
Phase 3	18 months
Phase 4	24 months
Phase 5	30 months

Phasing Plan

The Springs at M Ranch Concept Plan
Leander, Texas 78641

BLEYL ENGINEERING
PLANNING • DESIGN • MANAGEMENT
7701 San Felipe, Suite 200, Austin TX 78729
Texas Firm Registration No. F-678
Tel. 512-454-2400
www.bleylengineering.com

Steven L. Ihnen
REGISTERED PROFESSIONAL ENGINEER
11/8/24

Design:	LW
CAD:	SS
Review:	SLI
Project No:	JNK 70349
Sheet:	4 of 5
CP-22-0019	

Prepared For:
M Ranch Hotel and Retail Development
Contact Person: Mahendru, Vivek, MD
8010 Mulley DR
Austin, Tx. 78759-6902
Phone: (512) 731-3164
Email: mahendrud@yahoo.com

Revision	Date	By	App	Comment



August 8, 2024

Michael Chenausky
Development Services Department
City of Leander

Re: CP-22-0019 Springs at M Ranch Concept Plan
Waiver Request Letter

Dear Mr. Chenausky,

This letter is to confirm that JNK Properties 1, Ltd. is requesting a waiver for no phasing in the Phase 4 – residential development as shown on the above-mentioned Concept Plan for the Springs at M Ranch. We have submitted an updated concept plan set with no phasing.

The Townhomes parcel is 31.55 acres zoned Single Family Townhomes (SFT) and will be developed with a maximum of 350 units. The location and layout will have frontage along two Collectors streets, an existing 4-Lane Arterial which will allow for fast, cohesive development and construction, with no real need or benefit from phasing. Phasing of the development would increase construction costs and total disturbance time.

Therefore, we request a waiver from the requirement to phase sites with more than 30 homes (Article 13.12.002).

We hope that this information is sufficient for your approval of this project. Please feel free to contact me if you have any questions or if we may be of assistance during this process.

Sincerely,

Steve Ihnen, P.E.
Project Manager



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Discuss and consider action on Tree Removal Case TRP-24-0035 regarding removal of one (1) Heritage Tree and twelve (12) Significant Trees associated with the Chitalpa Commercial Site Development Project (SD-24-0203) generally located southwest of the intersection of S. Chitalpa Street and Barrel Cactus Drive, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the tree removal request process. This request includes the development of the Chitalpa Commercial Condominiums located on Chitalpa St. and 183A Toll Rd. During the site development process, the applicant has requested to remove one (1) Heritage Tree and twelve (12) Significant Trees. The development includes the removal of two (2) Heritage Trees, but only one (1) requires mitigation. The other Heritage Tree is proposed for removal due to extensive decay and is not included in the mitigation calculations. Two (2) Significant Trees are requested to be removed due to being located within the roadway or walkway improvements. Three (3) Significant Trees are proposed to be removed due to the grading of the site. Seven (7) Significant Trees are proposed to be removed due to drainage infrastructure.

HISTORY/TIMELINE:

11/26/2024 - Planning & Zoning Commission Approval.

APPLICANT/AGENT:

Bleyl Engineering (Norma Devine) on behalf of Windy Terrace Phase 8, LLC (Karl Haussmann)

RECOMMENDATION:

Staff recommends approval of this request. The Planning & Zoning Commission unanimously recommended approval of this request during the November 26, 2024 meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. TRP-24-0035 Att 1 Planning Analysis
2. TRP-24-0035 Att 2 Location Map
3. TRP-24-0035 Att 3 Aerial Map

4. TRP-24-0035 Att 4 Letter of Intent
5. TRP-24-0035 Att 5 Tree Removal Exhibit
6. 11-26-2024 Att 6 P & Z Minutes



PLANNING ANALYSIS

TREE REMOVAL CASE TRP-24-0035 CHITALPA COMMERCIAL

GENERAL INFORMATION

Owner/Agent:	Bleyl Engineering (Norma Devine) on behalf of Windy Terrace Phase 8, LLC (Karl Haussmann).
Current Zoning:	Jean Baptiste PUD (GC-3-A)
Size and Location:	The property is generally located south west of the intersection of S. Chitalpa St. and Barrel Cactus Dr., Leander, Williamson County, Texas, including approximately 15.46 acres.
Staff Contact:	Michael Chenausky AICP, Senior Planner

APPLICANT REQUEST

The applicant has submitted a request to remove one (1) Heritage Tree (a total of 29" caliper inches) and twelve (12) Significant Trees (a total of 90" caliper inches) due to site development improvements. Per Composite Zoning Ordinance, Article VI, Section 1(c), removal of Heritage and/or Significant Trees greater than eighteen (18") caliper inches require the approval of the Planning and Zoning Commission and, in the case of Heritage Trees, the City Council.

This Commission will also notice, the tree removal exhibit contains one (1) Heritage Tree (tree number 332) that will be removed without mitigation due to dead/diseased and imminent hazardous designation by the arborist. This tree was included in the arborist report and tree removal exhibit for transparency.

SITE INFORMATION:

SURROUNDING AREA:

This property is located at near the Bryson subdivision, at the corner of Barrel Cactus Dr. and Chitalps St. The properties surrounding the project include the following uses:

- NORTH: Multi-Family
- WEST: 183A Toll Rd.
- SOUTH: CD Conventional Development / Bryson Farmstead
- EAST: Bryson Subdivision.

PHYSICAL AND NATURAL FEATURES:

This property contains no floodplain and heavy tree cover towards the east side of the lot.

APPROVAL CRITERIA:

The Composite Zoning Ordinance includes the following tree mitigation requirements:

- Up to 50% of Significant Trees between eight (8") and eighteen (18") caliper inches may be removed without mitigation. The replacement ratio is 1:1.
- Trees 18 to 26 caliper inches may be removed with the approval of the Commission and a replacement ratio of 2:1.
- Heritage Trees (>26) require approval by the Commission and Council, a replacement ratio of 3:1, and a removal fee in the amount of \$300 per caliper inch.

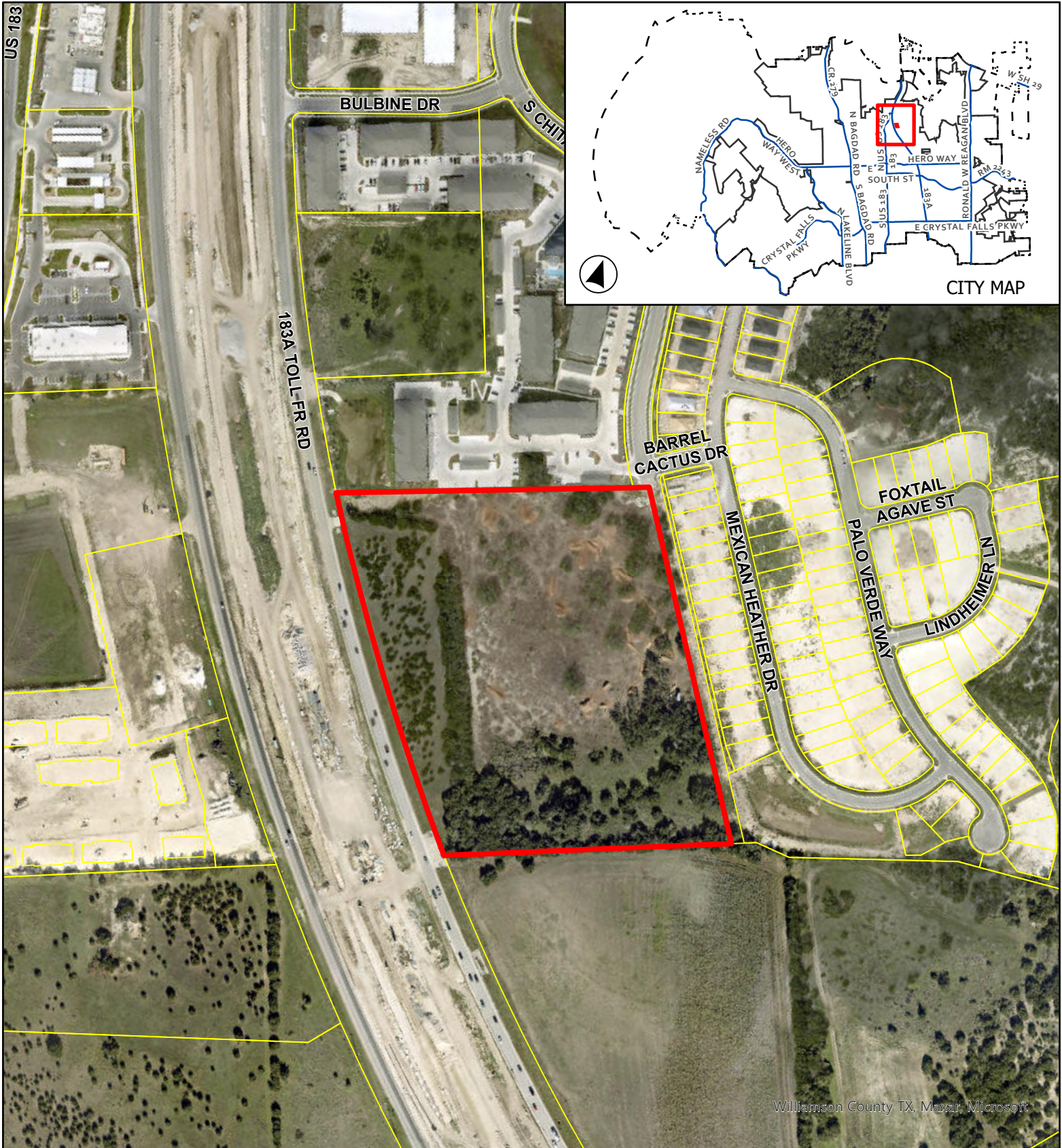
Below, please see the proposed tree removal calculations per the SD-24-0203 Chitalpa Commercial Site Development Permit:

TRP-24-0035 Tree List (Surveyed September, 2024)						
#	City Code	Species	Trunks	Description	Caliper Equivalent	Status
327	H	Live Oak	1	29" LIVE OAK	29	Removed
332	H	Live Oak	1	43" LIVE OAK	43	Dead
346	P	Live Oak	1	21.5" LIVE OAK	21.5	Removed
367	P	Live Oak	1	21" LIVE OAK	21	Removed
378	P	Live Oak	1	22.5" LIVE OAK	22.5	Removed
380	P	Live Oak	1	22.5" LIVE OAK	22.5	Removed
381	P	Live Oak	1	20.5" LIVE OAK	20.5	Removed
382	P	Live Oak	1	24.5" LIVE OAK	24.5	Removed
383	P	Live Oak	1	18.5" LIVE OAK	18.5	Removed
386	P	Live Oak	1	21" LIVE OAK	21	Removed
403	P	Live Oak	1	22" LIVE OAK	22	Removed
3261	P	Live Oak	1	25.5" LIVE OAK	25.5	Removed
3262	P	Live Oak	1	21.5" LIVE OAK	21.5	Removed
3264	P	Live Oak	1	20.5" LIVE OAK	20.5	Removed
H = Heritage						
P= Protected						
M= Multiple						
R= ROW						

Applicants' fees:

- Applicant will pay the \$300 per caliper inch for heritage tree removal (29" caliper inches at \$300 = \$8,700) through the site plan project.
- Applicant has selected the option to pay a \$150 per caliper inch fee-in-lieu for the remaining caliper inch deficit (\$150 X 497 caliper inches = \$74,550).

Total fees owed for this Tree Removal Permit and to be paid as part of the associated Chitalpa Commercial Site Development project is \$83,250.



CASE: TRP-24-0035

ATTACHMENT 3

CHITALPA COMMERCIAL
CONDOMINIUMS

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 herein provided.



0 137.5 275



Feet

-  Leander City Limits
-  Subject Boundary



October 31, 2024

Robin M Griffin, AICP
Director of Planning
Development Services Department
City of Leander
201 N Brushy Street
Leander, TX 78641

RE: Chitalpa Commercial Condominium Tree Removal Request
Letter of Intent
TRP-24-0035

Ms. Griffin,

Please consider this letter of intent and associated Tree Removal Request application for the Chitalpa Commercial Condominium project, Site Plan SD-24-0203 and Public Improvement Plan PICP-24-0128.

A total of fourteen trees are proposed to be removed, two which are classified as Heritage Trees and twelve which are protected. Only one of these fourteen trees, a protected tree, is in good condition.

Proposed Removal of Heritage Trees (2)

The two heritage trees which are proposed for removal are:

T332, a 43" live oak, was found to be in very poor condition due to extensive decay presence and history of previous failures.

T327, a 29.5" live oak, was found to be in fair condition. It had moderate deadwood accumulation and low canopy to the east and south. Attempting preservation of this tree would have required major earthwork and grading. Several different scenarios and designs were explored to preserve this tree, but none was technically or economically feasible.

Proposed Removal of Protected Trees (12)

Of the twelve protected trees proposed for removal, seven are in poor health, three are in fair condition, and only one is considered in good health.

The following seven protected trees are part of cluster that is sited on the low point of the property where necessary drainage infrastructure is needed to be placed.

1. T380, a 22.5" live oak, was found to be in poor condition due to a significant history of previous failures. This tree is not a recommended preservation candidate.
2. T381, a 20.5" live oak, was found to be in poor condition due to a significant history of previous failures and damage to the remaining portion of tree. This tree is proposed for removal as it presents a potential safety hazard.
3. T382, a 24.5" live oak, was found to be in poor condition due to visible trunk decay. While there is substantial response growth present, this tree is a poor candidate for preservation due to the extent of decay and risk associated with likelihood of failure.
4. T383, an 18.5" live oak, was found to be in poor condition due to visible trunk decay. While there is substantial response growth present, this tree is a poor candidate for preservation due to the extent of decay and risk associated with likelihood of failure.
5. T386, a 21" live oak, was found to be in poor condition due to a significant history of previous failures and remaining poor, unbalanced form susceptible to further failures. This tree is not a recommended preservation candidate.
6. T403, 22" live oak, was found to be in poor condition due to visible trunk decay. While there is substantial response growth present, this tree is a poor candidate for preservation due to the extent of decay and risk associated with likelihood of failure.
7. T378, a 22.5" live oak, was found to be in fair condition, with no major defects observed. However, like the other trees in this tight cluster, it lies at the low point of the property, the only feasible location for the drainage pond required for safety and runoff control.

The following two protected trees are in the public right of way and will need to be removed to construct the City of Leander's required public roadways and walkway improvements.

1. T346, a 21.5" live oak, was found to be in fair condition.
2. T367, a 21.5" live oak, was found to be in good condition.

Finally, three trees, T2361, T3262 and T2364 are protected trees proposed for removal Similar to T327, where attempting preservation of these trees would have required major earthwork and grading. These trees were also considered in different design options, but their preservation was not feasible.

1. T3261, a 25.5" live oak, was found to be in fair condition.
2. T3262, a 21.5" live oak, was found to be in fair condition.
3. T3264, a 20.5" live oak, was found to be in fair condition.

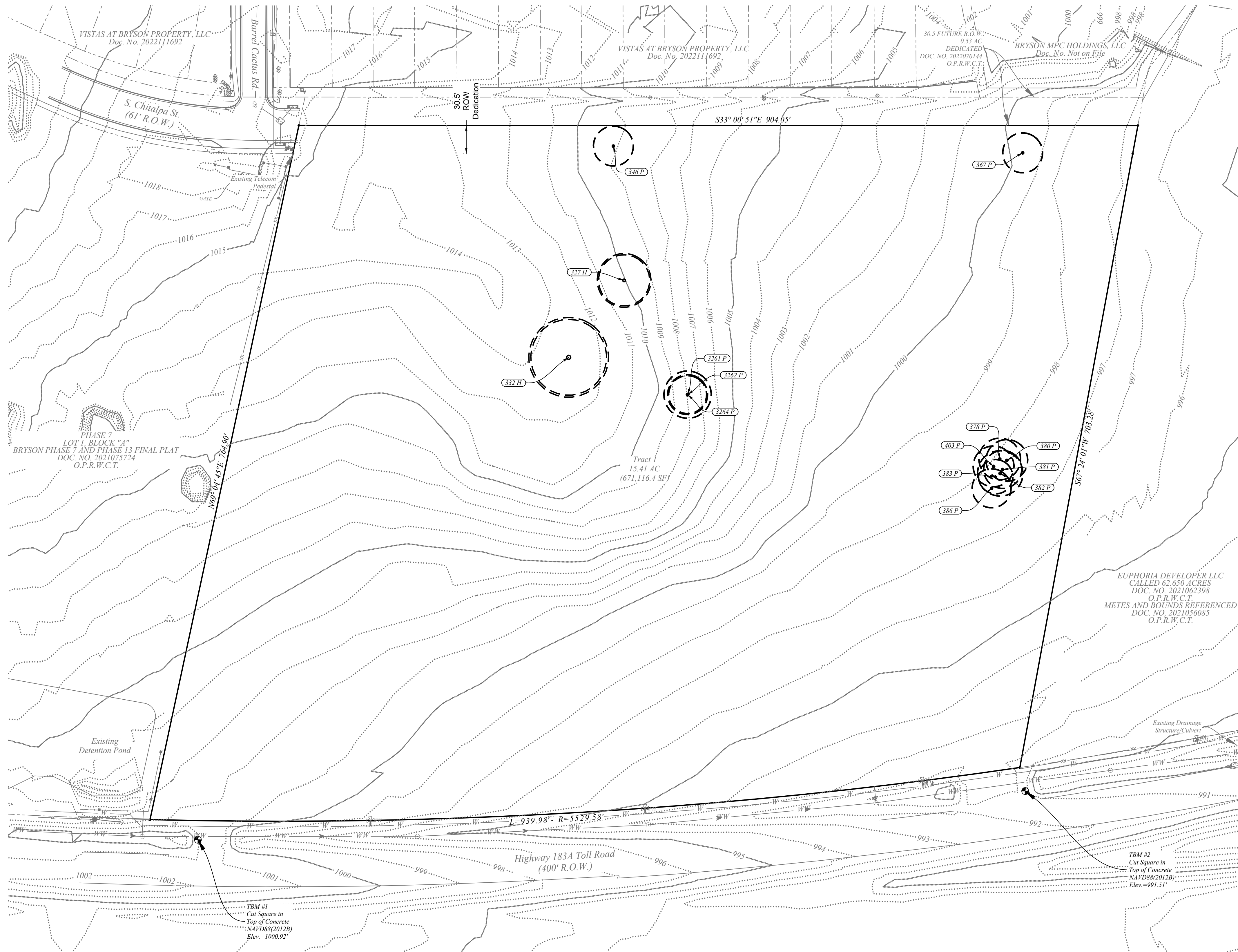
Additional documentation is provided with the application to support our request for the removal of these trees.

Thank you for your consideration and review.

Sincerely,

Steve Ihnen, PE
Regional Manager.





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Tree Summary

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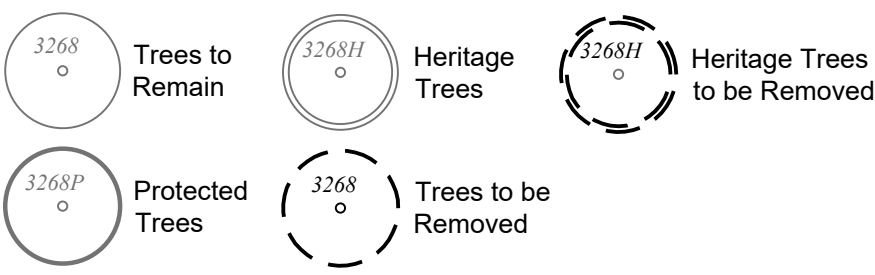
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3. T3264, a 20.5" live oak, was found to be in fair condition.

Tree Legend



Call Before You Dig!!

The location of all existing utilities shown on these plans has been based upon record information only and may not match locations as constructed. The contractor shall contact Texas 811 for assistance in determining existing utility locations prior to beginning construction. Contractor shall field verify locations of utility crossings prior to beginning construction.

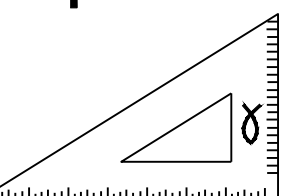
Release of this application does not constitute a verification of all data, information and calculations supplied by the applicant. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not the application is reviewed for Code compliance by City engineers.

Benchmarks

TBM "A" - Cut square in top of concrete
NAVD88(2012B)
Elevation = 1000.92'
TBM "B" - Cut square in top of concrete
NAVD88(2012B)
Elevation = 991.51'

Legal Description

15.402 Acres out of William Mansil Survey, Abstract No. 437, in Williamson County, Texas, and being that certain 15.40 acre tract conveyed to Windy Terrace Phase 8, LLC. By deed of record in document no. 2023072473, of the official public record of Williamson County, Texas.



Tree Removal Plan

Chitalpa Commercial Condominiums

10950 183A North
Leander, Texas 78641
Williamson County



10/31/24

Design: TE, AN

CAD: TE, RH	Review: S
-------------	-----------

Project No: MGD 70429

Sheet: **1** of **1**

TRP-24-0035



**MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Tuesday, November 26, 2024
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – Joseph Morales
Place 3 – Ron May
Place 4 – Tara LeDay**

**Place 5 – James Oliver, Chair
Place 6 – Laura Lantrip
Place 7 – Scott Calame, Vice-Chair
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 present except Commissioner Joseph Morales and Commissioner Tara LeDay.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the November 21, 2024 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

No one wished to speak.

CONSENT AGENDA: ACTION

Motion to approve Consent Agenda Item # 6.

6. Approval of the minutes for meeting held on November 14, 2024.

By: Board Member Calame
Seconded: Board Member May

Vote: 5 - 0 None

REGULAR AGENDA

7. Discuss 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 $\pm$ 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.

Spoke in opposition to the request:

Sarah Johnson, 727 Riva Ridge, Leander, Texas 78641

Faith Johnson, 727 Riva Ridge, Leander, Texas 78641

Jeff Moore, 727 Riva Ridge, Leander, Texas 78641

Motion to approve Zoning Case Z-24-0118, following a discussion.

By: Board Member Calame

Seconded: Board Member May

Vote: 5 - 0 None

8. Discuss and consider action on Tree Removal Case TRP-24-0035 regarding removal of one (1) Heritage Tree and twelve (12) Significant Trees associated with the Chitalpa Commercial Site Development Project (SD-24-0203) generally located south west of the intersection of S. Chitalpa St. and Barrel Cactus Dr., Leander, Williamson County, Texas.

Motion to approve the Tree Removal Case TRP-24-0035.

By: Board Member Lantrip

Seconded: Board Member Calame

Vote: 5 - 0 None

9. Adjournment
Meeting adjourned at 6:28 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Discuss and provide direction to staff regarding the proposed Comprehensive Plan Update Request for Proposal (RFP).

BACKGROUND:

The City Charter requires the City to prepare a Comprehensive Plan and to review and consider amendments every five (5) years. The last time the plan received a major update was in 2020. The previous plan was initiated in 2020 and adopted in 2021. Staff has started the RFP process for the plan and is seeking input from the City Council. The City is seeking an update to the plan that incorporates the following elements and includes input from the community.

COMPREHENSIVE PLAN ELEMENTS

- Community Profile and Demographics
- Future Land Use
- Conservation and Environmental Resources
- Public Services and Facilities (including Capital Improvement Program)
- Economic Development (Office, Commercial, Light Industrial Development and Redevelopment)
- Implementation (including 5-year CIP)
- Parks, Recreation and Open Space
- Utilities (Water, Wastewater, Stormwater, Solid Waste)
- Public Safety (Police and Fire)
- Transportation Master Plan
- Library Public Library Strategic Plan (update scheduled for review 12/05/2024)
- Public Buildings and Related Facilities
- Housing
- Health and Human Services

This update will also include an update to the Transportation Master Plan and suggested actions to subsequently update the Composite Zoning Ordinance, Subdivision Ordinance, and other development regulations and standards.

A critical piece of the update will include the Economic Development Element that provides an analysis to include a recommended land use mix that will achieve economic sustainability for the city.

The next step in this process is for staff to issue the RFQ and evaluate submissions.

HISTORY/TIMELINE:

05/15/2003 – 2002 Comprehensive Plan Adopted
01/12/2010 – 2010 Comprehensive Plan Adopted
10/15/2015 – 2015 Comprehensive Plan Adopted
04/01/2021 – 2020 Comprehensive Plan Adopted

APPLICANT/AGENT:

City of Leander, Development Services Department

RECOMMENDATION:

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

PRESENTER:

Fiscal Impact

Attachments:

1. Att 1 Comprehensive Plan RFP outline



COMPREHENSIVE PLAN

REQUEST FOR PROPOSAL (RFP) OUTLINE

Summary

The City of Leander (the “City”) is seeking a response to this Request for Proposals (RFP) in search of professional planning services to lead the visioning and development process for the update to the City’s Comprehensive Plan. The current plan was adopted in 2021 with the most recent update in 2024. The City is located in Central Texas and has experienced substantial growth with a population of approximately 85,000. The City has been faced with challenges with regards to exponential growth, water, infrastructure, affordable housing, and a need to encourage commercial development focused on primary employers.

The City is seeking written proposal for planning services to develop an update to several of the Comprehensive Plan Elements. The intent of this Plan is to help improve livability, economics, mobility, recreation, employment, affordable housing, and education options in the City. It is expected that the process will stimulate public review and discussion on issues and alternatives through public meetings, interviews and surveys. The City is seeking significant and meaningful input from the community, regional partner organizations, developers, and neighboring communities.

The consultant's role will be to provide professional planning services, including the development of updates to the City's Comprehensive Plan, Transportation Master Plan, and suggested actions to subsequently update the City’s Zoning Ordinance, Subdivision Ordinance and Development Regulations and Standards based upon the Comprehensive Plan recommendations and recent applicable state laws.

General Scope

The City is seeking to develop a unifying plan that provides a framework for community consensus on responsible future growth, encouraging commercial development, and expanding infrastructure. The City needs assistance in updating the following Comprehensive Plan Elements in order to establish and implement policies for growth, development and beautification within the City, and its extraterritorial jurisdiction. The Comprehensive Plan needs to provide for financing of all elements in accordance with law.

Comprehensive Plan Elements

- Community Profile and Demographics
- Future Land Use
- Conservation and Environmental Resources
- Public Services and Facilities (including Capital Improvement Program)
- Economic Development (Office, Commercial, Light Industrial Development and Redevelopment)
- Implementation (including 5 year CIP)

Plan elements to be integrated (already updated or in process):

- Parks, Recreation and Open Space
- Utilities (Water, Wastewater, Stormwater, Solid Waste)
- Public Safety (Police and Fire)
- Transportation Master Plan
- Library Public Library Strategic Plan (update scheduled for review 12/05/2024)
- Public Buildings and Related Facilities

Elements to be developed for the first time (never been adopted):

- Housing
- Health and Human Services

The elements above shall include policy recommendations for its implementation and an action plan with an implementation schedule. The implementation plan shall include a rigorous strategy, practical timeframe for implementation as well as metrics. The outcome of the plan shall include an updated vision, policies for each element that are cohesive, and future land use map based on a best case scenario. The Economic Development Element shall include an analysis that provides a recommended land use mix to achieve economic sustainability and viability.

Consultant Services

- Community Engagement
- Provide Best Practices
- Facilitate Public Meetings
- Create the Graphics
- Draft the Documents
- Present the Plan

Qualifications

- Name and resume of project manager (cannot change without City approval) and all project team members
- 5 similar projects completed in past 3 years (project summaries in proposal, complete deliverable on thumb drive)

- Specific examples of community engagement techniques and successes
- Description of proposed process including how you will utilize the staff and citizen committees
- Professional awards, recognitions for comprehensive plans
- Demonstrated understanding of issues facing the City of Leander
- Schedule outlining the timeline for the entire process including the following:
 - Collaboration with a stakeholder committee
 - Public Outreach and input sessions
 - Joint Workshops with the City Council, Planning & Zoning Commission, and Steering Committee
 - Public Hearings

Deliverables

- Community Engagement Channels
- Meeting Agendas and Facilitation Aids
- Meeting Presentations and Graphics
- Meeting Summaries
- Plan Elements
 - Maps and Graphics
 - Charts and Graphs
 - Well edited text
- Final Product electronic submission
 - all files in native file formats including GIS Files associated with all mapping.

Fee and Invoicing

- Fixed fee, not to exceed including expenses (additional services price list to also include additional workshops)
- Monthly bills based upon % complete
- 10% retainage to be paid at project completion



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Discuss and provide direction to staff regarding updates to the Subdivision Ordinance regarding the payment option for Roadway Adequacy Standards; and to provide for related matters, Williamson and Travis Counties, Texas.

BACKGROUND:

The City adopted a Roadway Impact Fee (RIF) Ordinance in 2022 and followed the adoption with an update to the Roadway Adequacy Standards Ordinance. These two (2) ordinances have different intents that address how new development contributes to the transportation needs of the City. The purpose of the Roadway Adequacy Standards Ordinance is to ensure that there is an adequate network of thoroughfares abutting and internal to support new development and that the development contributes what is roughly proportionate to those roadways as specified in the Thoroughfare Master Plan. The requirements of this ordinance are met by the dedication and improvement of internal and adjacent thoroughfares. This ordinance also addresses improving substandard roads to minimum City standards. In some instances, the improvement of the thoroughfare or road adjacent to a new development is not feasible so the City Engineer has the discretion to take payment in lieu of construction to meet this requirement. Roadway Adequacy Payment (RAP) is based on the current cost of designing and constructing required roadway improvements.

The purpose of the RIF Ordinance is to ensure that new developments contribute to the overall transportation system for the city similar to water and wastewater impact fees. A study was prepared that includes major roadway projects that may be funded by the RIF. The collection of the RIF started in January of 2024 and is collected based five (5) service areas of the city. These fees will be used to make improvements within each of these service areas over time and will not necessarily be adjacent to the developments that contribute. The RIF for a new development is assessed based on several factors that include the service area the development is located in and the estimated use/trips on the transportation system attributable to such new development land use. The collection rate for the RIF for new developments is currently reduced by fifty (50%) percent for residential and ninety (90%) percent of nonresidential developments so that new developments are currently paying a portion of their calculated impacts to the transportation system.

During the platting and site development permitting, staff reviews the Roadway Adequacy Standards and RIF requirements. Staff performs a rough proportionality comparison between the requirements and the demands of each new development to ensure that the City requirements do not exceed the roughly proportionate impact of the new development. This analysis includes the dedication and construction/payment of improvements, as well as the RIF. If a development constructs the improvements required rather than making a payment and these improvements are included in the RIF study, the development can elect to enter into a RIF Offset agreement with the City to offset the RIF fees for the new development.

While these are two (2) different transportation requirements with two (2) different intents, Staff has noted frustration from the Development Community on the purpose of each requirement, especially the RAP.

The purpose in this agenda item is to provide the Council with an opportunity to discuss options for a future amendment to the RAP. Staff is proposing that the City removes the payment option from the Roadway Adequacy Standards Ordinance and increasing the RIF collection rate. The Roadway Adequacy Standards Ordinance currently requires a Traffic Impact Study requirement that aids in the identification of critical items that need to be addressed for the development to function. These improvements would be partially or fully site specific and would not factor into the Roadway Adequacy Standards or Roadway Impact Fee requirements.

A workshop has been scheduled to discuss future updates to the RIF Study and collection rates in early 2025.

Click

link https://library.municode.com/tx/leander/codes/code_of_ordinances?nodeId=CH12TRVE_ART12.08ROIMFE to view Roadway Impact Fee Ordinance.

Click

link https://library.municode.com/tx/leander/codes/code_of_ordinances?nodeId=CH10SURE_ART10.03ROADST to view Roadway Adequacy Payment Ordinance.

HISTORY/TIMELINE:

01/04/2024 – Roadway Adequacy Payment Ordinance Update

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Discuss and consider action on an Ordinance providing for the Executive Director of Development Services Director or Designee to grant exceptions to and authorize refund of payment of roadway adequacy fees in lieu of constructing improvements to adjacent thoroughfares; providing an appeal process; providing an effective date, severability and open meetings clause; and providing for related matters.

BACKGROUND:

The previous agenda item included a discussion regarding future updates to the Roadway Adequacy Standards Ordinance and the Roadway Adequacy Payment (RAP). The purpose of the Roadway Adequacy Standards Ordinance is to ensure that there is an adequate network of thoroughfares abutting and internal to support new development and that the development contributes what is roughly proportionate to those roadways as specified in the Thoroughfare Master Plan. The requirements of this ordinance are met by the dedication and improvement of internal and adjacent thoroughfares. This ordinance also addresses improving substandard roads to minimum City standards. In some instances, the improvement of the thoroughfare or road adjacent to a new development is not feasible so the City Engineer has the discretion to take payment in lieu of construction to meet this requirement. Roadway Adequacy Payment (RAP) is based on the current cost of designing and constructing required roadway improvements.

This item grants the Executive Director of Development Services the option to approve an exception to the RAP in lieu of improvements while the City takes the steps to re-evaluate the ordinance. This exception will allow the City time to review the development regulations and provide for a more effective way of capturing the fees.

This ordinance will also allow for the refund of any RAP that was received since the assessment period for the Roadway Impact Fee (RIF) starting on January 7, 2024.

HISTORY/TIMELINE:

01/04/2024 – Ordinance Update

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends the approval of the ordinance amendments.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development

Fiscal Impact

Attachments:

1. Att 1 RAP Temporary Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, PROVIDING FOR THE EXECUTIVE DIRECTOR OF DEVELOPMENT SERVICES OR DESIGNEE TO GRANT EXCEPTIONS TO AND AUTHORIZE REFUND OF THE PAYMENT OF ROADWAY ADEQUACY FEES IN LIEU OF CONSTRUCTING IMPROVEMENTS TO ADJACENT THOROUGHFARES UNDER CERTAIN CIRCUMSTANCES; PROVIDING AN APPEAL PROCESS; PROVIDING AN EFFECTIVE DATE, SEVERABILITY, AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

Whereas, Article 10.03 of the City of Leander Code of Ordinances (the “Code”) establishes requirements for improving thoroughfares adjacent to property being developed through the subdivision or site development process to ensure an adequate network of roads to support the new development;

Whereas, Section 10.03.003(c) of the Code authorizes the City Engineer or designee to authorize a property owner to pay a roadway adequacy payment in lieu of constructing the required thoroughfare improvements;

Whereas, for some developments, the roadway adequacy payment does not reflect an improvement that, while roughly proportionate to the development’s impact on the thoroughfare and roadway network, would materially improve the adequacy of the roadway network given various factors including timing of future city, county, or state transportation projects that impact the thoroughfare, the capacity added to the roadway by the improvement, whether the road is in a substandard condition, the impact of the development on the thoroughfare, and the timing of development in relation to the need for the thoroughfare;

Whereas, the City is reviewing its development regulations that govern fees related to transportation improvements, including roadway adequacy payments and roadway impact fees;

Whereas, such review includes evaluating a more effective way of capturing the fees required under the circumstances described in the third recital above;

Whereas, the City Council desires to adopt this ordinance to be in effect while the City reviews the stated development regulations;

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

SECTION 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. Exceptions to Payment of Roadway Adequacy Fees. The Executive Director of Development Services or designee (the “Director”) may grant an exception to the requirement set forth in Article 10.03 of the Code that a roadway adequacy payment in lieu of improvements be paid, if the improvement does not materially improve the adequacy of the road network taking into account factors such as the timing of future city, county, or state transportation projects that impact the thoroughfare, the capacity added to the roadway by the improvement reflected by the roadway adequacy payment, whether the road is in a substandard condition, the impact of the development on the thoroughfare, and the timing of development in relation to the need for the thoroughfare. Applicants may request an exception at the time of submission of the second application submittal that responds to the first round of comments from the City; provided that the Director may allow an applicant to request an exception in later submittals. The Director shall issue a decision with the next round of comments.

SECTION 3. Refund of Roadway Adequacy Fee Payments. The Director is further authorized to refund roadway adequacy fee payments paid to the City between January 7, 2024 and the effective date of this Ordinance that would have qualified for the exception set forth in Section 2 of this Ordinance.

SECTION 4. Appeal. An applicant may appeal the Director’s decision to deny an exception under Section 2 or a refund under Section 3 to City Council within ten (10) business days of the date of the Director’s decision by submitting a written request for appeal in the same manner that applications are submitted to the City. The City Council’s decision shall be final.

SECTION 5. Review of Ordinance. This Ordinance will be reviewed to determine if it should remain in effect after the City completes its review of development regulations that govern fees related to transportation improvements.

SECTION 6. 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 7. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. 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.

PASSED AND APPROVED on this 5th day of December, 2024.

CITY OF LEANDER, TEXAS

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Discuss and consider action on a Second Amendment of the Northline PUD Development and Reimbursement Agreement.

BACKGROUND:

The Tax Increment Reinvestment Zone (TIRZ) Board, the Leander Development Authority (LDA) Board, and the City Council approved a TIRZ Reimbursement Agreement for the Northline PUD on August 28, 2018, as well as an amendment on August 5, 2021. The TIRZ Board and the LDA Board approved this Second Amendment on November 8, 2024.

The original TIRZ Agreement established a Maximum Reimbursement Amount of \$12,509,000.00 (cumulative of what is also received in impact fee and permit fee reimbursements under the Development Agreement with the City) for installation of the improvements described in the Original Agreement. The Agreement required the Developer to comply with the following conditions:

- a. Phase 1 SP and BP: Submit site plans and/or building permits for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within five (5) years after the Effective Date of the Original Agreement (*which is August 27, 2023*);
- b. Phase 1 CO's: Obtain Certificates of Occupancy for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within six and one-half (6 1/2) years after the Effective Date of the Original Agreement (*which is February 27, 2025*);
- c. Phase 2 SP and BP: Submit site plans and/or building permits for not less than 200,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within eight (8) years after the Effective Date of the Original Agreement (*which is August 27, 2026*); and
- d. Phase 2 SP and BP: Obtain Certificates of Occupancy for not less than 200,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within nine and one-half (9 1/2) years after the Effective Date of the Agreement (*which is February 27, 2028*).

The First Amendment did the following:

- a. Added Subsequent Phases (which were Phase 1.2 – Blocks S, T, U, Phase 1.2 – Blocks L, M and C, D, and Phase 1.3 – Blocks A, B) and the corresponding Transportation, Design Enhancement, Drainage, Water, Sewer, Gas Line, and Electric Utility Projects to the projects eligible for TIRZ Reimbursements.
- b. Increased the Maximum Reimbursable Amount to \$27,250,000.00 (cumulative of what is also received in impact fee and permit fee reimbursements under the Development Agreement with the City).
- c. Added the following performance measures for the Subsequent Phases:
 1. Subsequent Phase SP and BP: Submit site plans and or building permits for not less than 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units by August 27, 2027; and

2. Subsequent Phase CO's: Obtain Certificates of Occupancy for not less than 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units by February 27, 2029.

The Second Amendment proposes the following changes:

- a. Removes transportation, drainage, water, sewer, natural gas, and electrical utility projects located in Doctor Miller Street from the list of projects eligible for TIRZ reimbursements.
- b. Accordingly, reduces the Maximum Reimbursement Amount to \$26,661,424.18 (cumulative of what is also received in impact fee and permit fee reimbursements under the Development Agreement with the City).
- c. Confirms that even though 16.08 acres of the Property are being removed from The Northline PUD and rezoned to The Northline Retail PUD, the TIRZ revenues from the 16.08 acres will still be payable to the Developer per the terms of the TIRZ Reimbursement Agreement.
- d. Confirms that after the TIRZ ends December 31, 2031 (unless extended), that the TIRZ revenues generated in the last calendar year of 2031 will be paid to Developer per the terms of the TIRZ Reimbursement Agreement in 2032 when the funds are actually received.
- e. Extends the deadlines for performance as follows:
 1. Phase 1 SP and BP: No change from original deadline of August 27, 2023.
 2. Phase 1 CO's: Change deadline from February 27, 2025 to August 27, 2026.
 3. Phase 2 SP and BP:
 - i. Increase commercial square footage from 200,000 square feet to 300,000 square feet.
 - ii. Change Deadline from February 27, 2025 to August 27, 2029, or August 27, 2028 if St. David's commences construction of the first phase of the hospital by the end of 2025 and a Hotel project has provided applications for a site plan and/or building permit by July 1, 2028.
 4. Phase 2 COs:
 - i. Increase commercial square footage from 200,000 square feet to 300,000 square feet.
 - ii. Change deadline from August 27, 2026 to February 27, 2031, or February 27, 2030 if St. David's commences construction of the first phase of the hospital by the end of 2025 and a Hotel project has provided applications for a site plan and/or building permit by July 1, 2028.
 5. Subsequent Phases:
 - i. Subsequent Phase SP and BP: Changes deadline from August 27, 2027 to December 31, 2031; and
 - ii. Subsequent Phase CO's: Changes deadline from February 27, 2029 to December 31, 2031, unless TIRZ is extended, the deadline is changed to August 31, 2033.

HISTORY/TIMELINE:

08/28/2018 – Northline PUD Development and Reimbursement Agreement entered

08/05/2021 – Amendment to the Northline PUD Development and Reimbursement Agreement entered

11/08/2024 – TIRZ and LDA Boards approved the Second Amendment to the Northline PUD Development and Reimbursement Agreement

APPLICANT/AGENT:

RECOMMENDATION:

Recommend approval.

PRESENTER:

Randall Malik, Economic Development Director
Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. Clean 12.02.2024 NLDC TIRZ Agreement Second Amendment
2. Northline TIRZ Board Presentation (2024.11.08)
3. Northline PUD Development and Reimbursement Agreement 8-16-18 (1)
4. NLDC TIRZ Reimbursement Agreement Amendment - Fully Executed and Recorded (2021.08.12) (002)
(1)
5. TIRZ Draft Minutes 11.08.2024

SECOND AMENDMENT OF THE NORTHLINE PUD DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Second Amendment of The Northline PUD Development and Reimbursement Agreement (this "**Amendment**") is made, entered into, and effective as of the Effective Date, as defined below, by and among the CITY OF LEANDER, TEXAS, a home rule municipality (the "**City**"); the LEANDER DEVELOPMENT AUTHORITY, a non-profit corporation formed pursuant to *Subchapter D, Chapter 431, Texas Transportation Code*, and the *City Charter* of the City of Leander (the "**Authority**"); TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF LEANDER, TEXAS, a legal entity created by the City pursuant to *Chapter 311, Texas Tax Code* (the "**Zone**"); and NORTHLINE LEANDER DEVELOPMENT COMPANY, LP, a Texas limited partnership (the "**Developer**").

WHEREAS, the City executes this Amendment for the limited purposes of: (1) approving this Amendment as a contractual obligation of the Authority; (2) approving the use of the funds in The Northline PUD Project Payment Account by the Authority to reimburse the Developer for The Northline PUD Project Costs; and (3) to hold the rights and obligations expressly set forth herein as rights and obligations of the City;

WHEREAS, the Zone executes this Amendment for the limited purposes of: (1) approving this Amendment as a contractual obligation of the Authority; (2) approving the use of the funds in The Northline PUD Project Account by the Authority to reimburse the Developer for The Northline PUD Project Costs; and (3) to hold the rights and obligations expressly set forth herein as rights and obligations for the Zone; and

WHEREAS, Developer is the successor-in-interest of AREA LEANDER 1, LP, a Texas limited partnership (the "**Original Developer**"), having received an assignment of all of the Original Developer's right, title, and interest in and to all amounts, payments and credits due and payable to the Original Developer under the Agreement (as defined below) with respect to the Property covered by the Agreement by Assignment of Developer's Interest in The Northline PUD Development and Reimbursement Agreement dated June 2, 2022, and recorded under Document No. 2022069984 in the Official Public Records of Williamson County, Texas, from Northline Leander Development Company, LLC, a Texas limited partnership, which received an assignment of all of the Original Developer's right, title, and interest in and to all amounts, payments and credits due and payable to the Original Developer under the Agreement with respect to the Property covered by the Agreement by Assignment of Developer's Interest in The Northline PUD Development and Reimbursement Agreement dated June 11, 2019, and recorded under Document No. 2019056973 in the Official Public Records of Williamson County, Texas.

Section 1. DEFINITIONS. Words and phrases used in this Amendment shall, if defined in the Agreement and not specifically modified in this Amendment, have the same definitions and meanings as provided in the Agreement.

Section 2. DEVELOPMENT AND REIMBURSEMENT AGREEMENT CONTROLLING.

The terms, conditions, and provisions of The Northline PUD Development and Reimbursement Agreement dated effective August 28, 2018, by and among the City, the Authority, the Zone, and AREA LEANDER 1, LP (the "**Original Agreement**"), as amended by Amendment of The Northline PUD Development and Reimbursement Agreement dated effective August 5, 2021, recorded under Document No. 2021122114 of the Official Public Records of Williamson County, Texas (the "**First Amendment**") shall be and remain in full force and effect for all purposes, save and except as amended and modified below. The Original Agreement, as amended by the First Amendment and by this Amendment, is hereby referred to as the "**Agreement.**"

Section 3. LIMITED PURPOSES OF AMENDMENT. The purposes of this Amendment are to amend the Original Agreement to provide that The Northline PUD Projects be amended to reduce the Northline PUD Projects eligible for reimbursement, to extend the time to satisfy the development requirement conditions for the continued right to receive reimbursements, and to confirm and clarify that the boundaries of the Property (as defined in the Agreement) has not been changed as the result of the removal of approximately 16.08 acres of the Property from the boundaries of The Northline PUD.

Section 4. BENEFITS; CONSIDERATION. The Developer will benefit from having additional time to satisfy the development requirements for the continued right to receive reimbursements as the result of various changes in the market that have occurred since the date of the Agreement. The Authority, the Zone, and the City will benefit from the elimination of certain of The Northline PUD Projects that will reduce the Maximum Reimbursement Amount and allow the full development of the Property within the TODD PUD as originally contemplated that will increase the enhancement of land values of the Property and the resulting tax revenues that the City and the County will realize. The consideration for this Amendment are the foregoing benefits to the Parties, the mutual covenants, agreements, and promises set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

Section 5. AMENDMENTS OF AGREEMENT. Accordingly, the Parties agree that effective as of _____, 2024, the Original Agreement is amended as follows:

5.1 The Northline PUD Projects.

(a) The projects and improvements identified and depicted on **Exhibit A** attached to this Amendment and made a part hereof (the "**Removed Projects**") shall be removed and eliminated as part of The Northline PUD Projects for which the Developer will be eligible for reimbursement. The definition of The Northline PUD Projects, the Transportation Projects, the Designed Enhancement Projects, the Drainage Projects, the Water Projects, the Sewer Projects, the Gas Line Projects, and the Electric Utility Projects, are each hereby amended to delete the Removed Projects, or the applicable portions thereof.

(b) The Estimated Costs for each category of The Northline Projects after the deletion of the Removed Projects are as set forth on **Exhibit B** attached to this Agreement.

All references in the Agreement to “Exhibit B” shall mean and refer to **Exhibit B** attached hereto.

(c) Section 2.24 of the Agreement is hereby amended to provide that the “Maximum Reimbursement Amount” shall mean the lesser of (1) the actual costs to design, construct, and install The Northline PUD Projects, or (2) \$26,661,424.18, reduced as provided in Section 2.24 of the Agreement.

(d) The Developer acknowledges and agrees that the Board will recommend approval of and the City Council will approve an amendment to the Project removing the Removed Projects from the Project Plan.

5.2 Termination of Reimbursement Obligation. Section 5.6(a)(3) of the Agreement is amended in its entirety to read as follows:

It is expressly agreed that the obligation of the City, the Zone, and the Authority to make and approve payments to the Developer from The Northline PUD Fund shall terminate (a) if applications for site plans and/or building permits for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within The Northline PUD have not been filed on or before August 27, 2023; or (b) if Certificates of Occupancy for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within The Northline PUD have not been issued on or before August 27, 2026; or (c) if applications for site plans and/or building permits for not less than 300,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within the entirety of the 115.7076-acre Property have not been filed on or before August 27, 2029 (unless St. David’s Hospital has commenced construction of the first phase of its hospital across San Gabriel Parkway from the Property by the end of 2025 and a Hotel project within the Property has provided applications for a site plan and/or building permit by July 1, 2028, in which case this requirement must be satisfied by August 27, 2028); or (d) if Certificates of Occupancy for not less than 300,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within the entirety of the 115.7076-acre Property have not been issued on or before February 27, 2031 (unless St. David’s Hospital has commenced construction of the first phase of its hospital across San Gabriel Parkway from the Property by the end of 2025 and a Hotel project within the Property has provided applications for a site plan and/or building permit by July 1, 2028, in which case this requirement must be satisfied by February 27, 2030). It is expressly agreed that the obligation of the City, Zone, and the Authority to make and approve payments to the Developer from The Northline PUD Fund to reimburse the costs of the Subsequent Phases Projects shall terminate (a) if applications for site plans and/or building permits for not less than a total of 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units within the entirety of the 115.7076-acre Property have not been filed with the City on or before December 31, 2031; or (b) if Certificates of Occupancy for not less than a total of 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units within the entirety of the Property have not been issued on or before December 31, 2031; provided if the term of

the TIRZ is extended beyond the current expiration on December 31, 2031, then the date by which Certificates of Occupancy for not less than a total of 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units within the entirety of the Property must be issued shall be extended to August 31, 2033. The term non-residential uses does not include multi-family uses.

5.3 The Property. The definitions of the “Property,” the “City Tax Increment Reciepts,” and the “County Tax Increment Reciepts” in the Agreement shall not be changed or modified as the result of the removal of approximately 16.08 acres from the boundaries of The Northline PUD, and all references to the “Property” shall continue to mean and refer to the approximately 115.7076 acres described on Exhibit A attached to the Original Agreement.

5.4 Deposits and Payments After Termination. Notwithstanding anything contained in this Agreement to the contrary, the obligation to make deposits of the City Tax Increment Receipts and the County Tax Increment Receipts for the calendar year 2031 into the Northline PUD Project Payment Account and to make the reimbursements to the Developer under this Agreement from such Tax Increment Funds shall continue after the termination of this Agreement for any reason other than termination in accordance with Section 5.6(a)(3) of the Agreement.

Section 6. Miscellaneous.

6.1 Entire Agreement. This Amendment, together with the Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

6.2 Binding Effect. The terms and provisions hereof shall be binding upon the Developer and its successors and assigns.

6.3 Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

6.4 Anti-Boycott Provision. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (a) does not boycott Israel; and (b) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that Developer does not boycott Israel and will not boycott Israel during the term of this Agreement.

[separate signature pages follow]

NORTHLINE LEANDER DEVELOPMENT
COMPANY, LP, a Texas limited partnership

By: NLDC GP, LLC, a Texas limited liability
company, General Partner

By: Tynberg, LLC, a Texas limited liability
company, Manager

By: _____
Alex Tynberg, Manager

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Alex Tynberg, as Manager of Tynberg, LLC, a Texas limited liability company, on behalf of said limited liability company as Manager of NLDC GP, LLC, a Texas limited liability company, on behalf of said limited liability company as General Partner of NORTHLINE LEANDER DEVELOPMENT COMPANY LP, a Texas limited partnership, on behalf of said limited partnership.

NOTARY PUBLIC, State of Texas

CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

APPROVED AS TO FORM:

Paige Saenz, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____, 2024, personally appeared Christine DeLisle, Mayor, on behalf of the City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

By: _____
Name: _____
Title: _____

[illegible]

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____, 2024, personally appeared _____, _____, on behalf of the Reinvestment Zone Number One, City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Page 8 of 8

EXHIBIT A

REMOVED PROJECTS

**The following is a general description of the projects to be removed
from The Northline PUD Projects**

1. The street, sidewalks, traffic infrastructure, street lighting, and street trees and landscaping, sidewalk amenities, and related improvements for Doctor Miller Street, which is depicted on **Exhibit A-1** attached hereto.
2. The drainage lines and related facilities and improvements located within the right-of-way of Doctor Miller Street.
3. Water lines and related facilities and improvements located within the right-of-way of Doctor Miller Street.
4. Wastewater lines and related facilities and improvements located within the right-of-way of Doctor Miller Street.
5. Natural gas and electric lines, systems, equipment and related facilities located within the right-of-way of Doctor Miller Street.



EXHIBIT B

ESTIMATED DEVELOPER COSTS OF THE NORTHLINE PUD PROJECTS*

<i>NAME</i>	<i>ESTIMATED COST</i>
1. WATER PROJECTS**	
A. Water lines and systems	TOTAL \$4,104,714.48
2. SEWER PROJECTS	
A. Wastewater lines and systems	TOTAL \$1,761,431.73
3. DESIGN ENHANCEMENT PROJECTS	
A. Town Square and other Civic Spaces	TOTAL \$350,000.00
4. GAS LINE PROJECTS	
A. Lines and system	TOTAL \$ 1,091,282.00
5. ELECTRIC UTILITY AND TELECOM PROJECTS	
A. Electrical lines and system	TOTAL \$ 5,695,960.19
6. TRANSPORTATION PROJECTS	
A. Streets	\$3,531,634.70
B. Traffic Infrastructure	\$ 522,736.00
C. Sidewalks	\$ 2,242,558.00
D. Street Trees and Landscaping	\$ 2,522,877.00
E. Sidewalk Amenities	\$ 911,039.00
F. Street Lighting	<u>\$ 1,331,519.00</u>
TOTAL	\$11,062,393.70
7. DRAINAGE PROJECTS	
A. Drainage and Water Quality Infrastructure	<u>TOTAL \$2,595,642.08</u>
NORTHLINE PUD PROJECTS	TOTAL <u>\$26,661,394.18</u>

* All costs shown are estimates and subject to change based upon the bidding process.

** Water Costs include Reclaimed Water. The Reclaimed Water subtotal is \$1,450,000.00, including \$250,000.00 of the cost to extend offsite reclaimed water infrastructure from the City's Wastewater Treatment Facility to the Northline site.



Northline

Leander, Texas



Northline Leander Development
Company, LP

Northline TIRZ Agreement
Presentation to the TIRZ Board

November 8, 2024

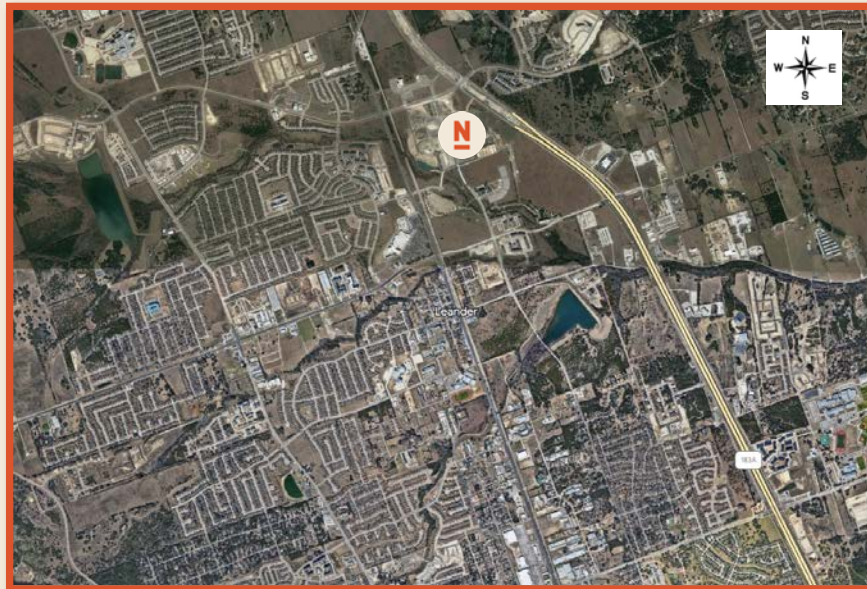


Northline TIRZ Agreement Presentation Summary

- Since the Northline TIRZ Agreement was executed in 2018, there have been numerous events that have changed the assumptions that were in place in 2018, have delayed the development of Northline, and/or modified the framework of the agreement, which justify changes to the Northline TIRZ Agreement.
- The most recent significant change is the recommendation in late 2023 by CoL staff, instead of amending the Northline PUD to primarily allow surface parking for a larger-scale Retail development along the northeast and eastern frontage areas of Northline that is proposed to be developed by Endeavor Real Estate Group as a currently market viable project, to remove this portion of the property from the Northline PUD and the associated SmartCode regulations.
- Northline is requesting the following changes to the Northline TIRZ Agreement:
 - Additional time in the form of 1.5 years to meet the first certificate of occupancy requirements for at least 100,000 square feet of Commercial and other non-residential uses (defined as Office, Medical Office, Retail, and Hotel + Convention/Conference).
 - Additional time in the form of an additional 2-3 years (depending on certain factors) to meet the 2nd set of development requirements, while increasing the Commercial square footage numbers within all of Northline by 50% for that requirement.
 - The third set of development requirements serves as a trigger to provide for those additional reimbursements.
 - Applying the entire Northline property as the basis for reimbursements, and not just the Northline PUD area.
- Northline's development plans still meet the Commercial square footage objectives from 2018 that CoL, and presumptively the TIRZ Board, used as a basis for its approvals of the Northline Development Agreement and Northline TIRZ Agreement, providing CoL and the TIRZ with similar economic benefits while expediting a significant portion of the desired Retail development requirements.
- Northline is providing CoL and Williamson County with a host of additional benefits not required under the current Northline agreements, such as a reduced cost reimbursement total, assuming the maintenance obligations for additional public improvements within Northline, and contribution toward CoL's cost to bring reclaimed water to Northline, among others.

Original Northline Development Coordination with the City of Leander

- The singular basic premise and original intent of the Northline Development Agreement between CoL and Northline involved CoL covering ALL of Northline's Phase 1 costs – some through upfront funding and the remainder through reimbursements from the value created by development.
- These costs only are for public horizontal infrastructure improvements within CoL streets and streetscape rights-of-way, water quality wet ponds, as well as civic spaces that are all dedicated to CoL for CoL ownership.



Original Northline Development Coordination with the City of Leander

History -

- In the initial discussions with CoL in 2016, CoL staff and Council was clear in its desire for a design for Northline that met the objectives of the TOD, and CoL was willing to provide cost share incentives for the required public horizontal infrastructure improvements.
- Northline initially comprised ~70 acres and was coordinating with CoL staff in mid-2017 on an incentive agreement similar to the Northline Development Agreement approved in 2018.
- After early coordination with COL, Northline hired David M. Schwarz Architects (“DMSAS”) (as recommended by CoL Planning Director Tom Yantis) to complete the Northline site plan and the Gibbs Planning Group (“Gibbs”) (as recommended by CoL SmartCode consultant Mike Watkins) to provide a Retail market analysis for the 70-acre site.
 - DMSAS initially site planned the 70-acre project, but encouraged Northline to secure more acreage to expand Northline to both sides of the future Main Street in order to complete a more holistic design of CoL’s future downtown core as shown on the following slides.



- The Gibbs' analysis in 2017 showed the potential for 118,510 SF of Retail at Northline by 2022.

Original Northline Development Coordination with the City of Leander

- The DMSAS' 116-acre site plan design at the time of CoL's PUD approval in 2018 included a phasing plan of significant initial surface parking over multiple phases over a 20+ year period when density is generated through proposed parking garages in certain blocks.

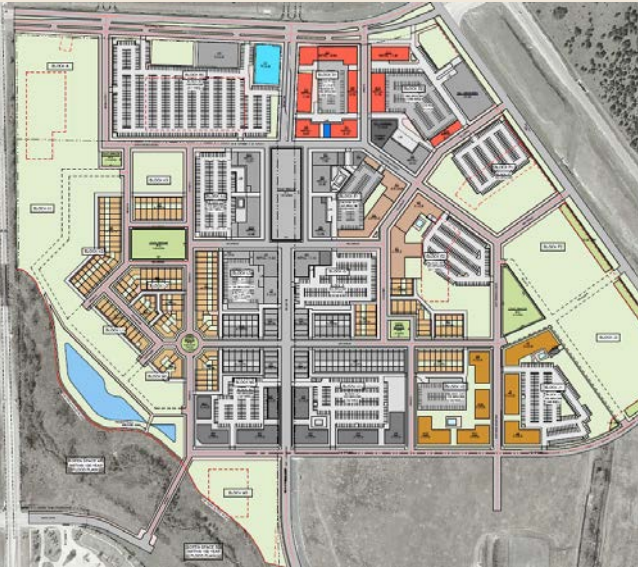
LEVEL 1 - PHASE 1

NORTHLINE TOD



LEVEL 1 - PHASE 2

NORTHLINE TOD



LEVEL 1 - FULL

NORTHLINE TOD



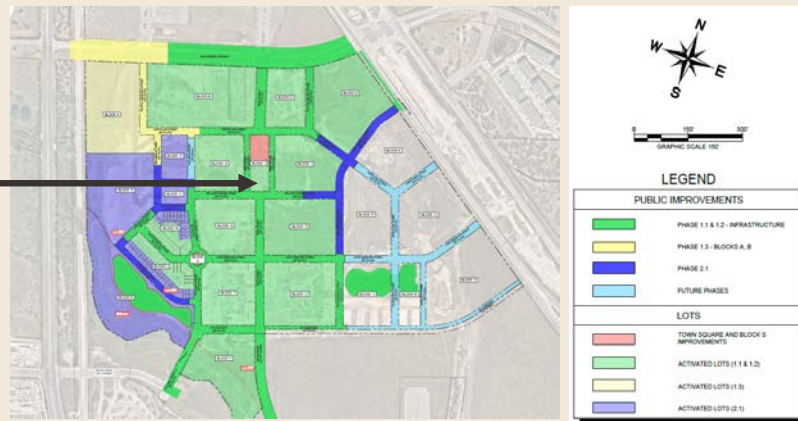
Original Northline Development Coordination with the City of Leander

- With the recommended site plans and Retail forecasts, CoL agreed to cover Northline's Phase 1 costs with a structure involving \$15M in upfront funding and reimbursements for the remainder of Phase 1.
- The initial original intent was for all of the reimbursements to be covered by the TIRZ via property (ad valorem) tax increment in addition to CoL's upfront funding component.
- CoL City Manager Kent Cagle crafted a financing strategy for CoL's \$15M (funded by certificate of obligation bonds) whereby CoL would have its own TIRZ Agreement that would be prioritized in front of Northline's TIRZ Agreement to cover CoL's annual debt service.
- Because Northline's TIRZ reimbursement repayments were being pushed back from a timing perspective, based upon CoL's TIRZ Agreement taking priority, CoL agreed to provide additional upfront reimbursements in the Northline Development Agreement for Water/Wastewater Impact Fees and Permit/Inspection Fees.
- The Northline Development Agreement and Northline PUD Agreement were approved by CoL in June of 2018 reflecting the above.

Relevant Facts Since CoL Development Agreement Approval

- After CoL approved the Northline Development Agreement in June of 2018, CoL's Northline TIRZ project (for CoL's annual debt service of its \$15M certificate of obligation bonds) and Northline's TIRZ project were presented to the TIRZ Board for approval.
- At that time, Williamson County's \$4.7M San Gabriel Parkway TIRZ project also was approved in priority in front of Northline's TIRZ project.
 - The result of CoL's Northline TIRZ project and the County TIRZ project both having priority over Northline's TIRZ reimbursement payments has delayed those TIRZ payments to Northline whereby they have yet to commence to date.
- Since 2018, Northline moved forward to engineer and construct the public horizontal infrastructure improvements per its agreements with CoL and the TIRZ Board, developing those improvements in phases to stay ahead of the proposed vertical projects while dedicating those completed improvements to CoL.
- Northline has spent over \$27M in public improvement costs to date (in addition to CoL's direct costs of ~\$12.7M), not including loan costs, property taxes, and other operations costs, and is committed to a subsequent significant amount of improvement costs for the pending Phase 1.3, Northline Circle, and Town Square projects along with later Northline infrastructure phases.
 - The infrastructure was designed, sized, and built for density per CoL's original TOD vision and directives from 2018.

Public horizontal
infrastructure
improvements completed
and accepted by CoL
shown in green



Relevant Facts Since CoL Development Agreement Approval

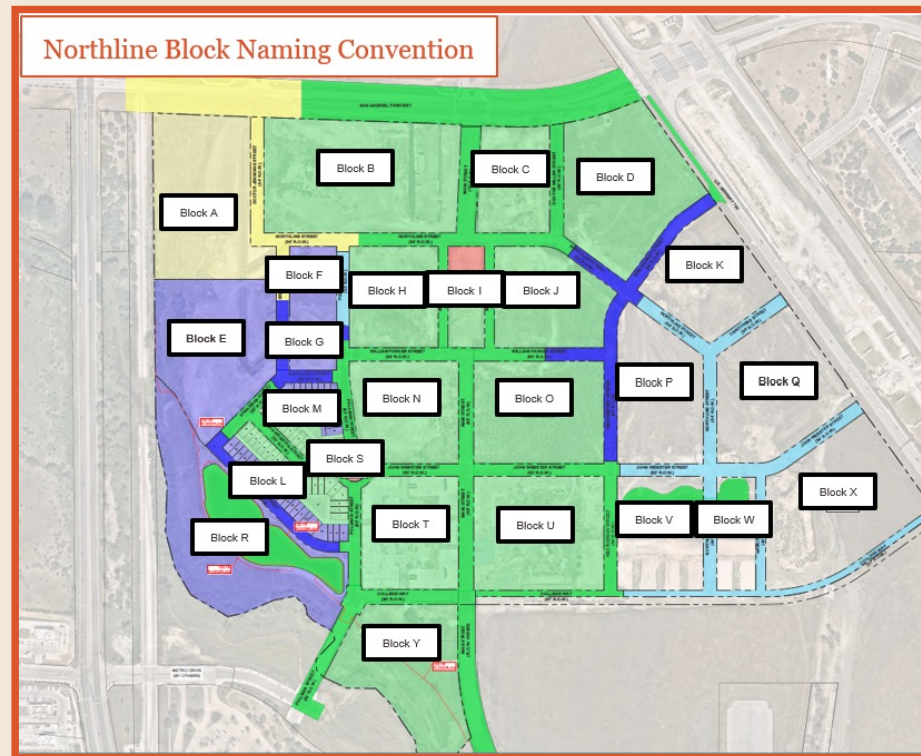
- Northline has brought Best-In-Class vertical development partners to Northline and some of which already have delivered initial phases of the highest-quality dense Residential (Multifamily and Townhomes) within CoL to initiate the town center development.
 - Northline also had lined up Lincoln Property Company, the 2nd largest development company in the nation, in 2019 to develop Commercial vertical projects within Northline; however, Lincoln had not been able to commence any vertical projects (more below).
- Since 2018, there were various other factors that led to additional delays, financial and other cost implications, and general economic headwinds for Northline between 2020-2024 worth mentioning:
 - In coordination with CoL's Engineering Department, Northline worked with Austin Community College ("ACC") and encountered a renegotiation with ACC in early 2019 on locating a shared water quality pond on the ACC campus that required a redesign of the Northline site plan, re-engineering for a second water quality wet pond, and amending the Northline PUD's concept plan, which delayed Northline development process by approximately 9 months;
 - COVID (generally recognized to have had a serious, adverse effect on the economy and slowed real estate development projects);
 - Pedernales Electric Cooperative ("PEC") electrical delays;
 - Macro-recessionary pressures in the 2023-2024 timeframes, which also translated to bank failures causing pauses in real estate development lending;
 - Rapid interest-rate escalations that significantly raised costs for real estate developers and buyers;
 - Substantial construction price increases and supply chain issues for Northline's public horizontal infrastructure improvements and Northline's vertical development partners' projects; and
 - CoL's slow growth agenda to address water supply concerns.
- These delays impacted Northline's initial Residential (Multifamily and Townhomes) projects that were set back between 12-18 months (primarily due to PEC delays for the public horizontal infrastructure improvements and subsequent additional electrical equipment and other construction supply issues for their individual vertical projects).

Relevant Facts Since CoL Development Agreement Approval

- Northline had early Commercial projects that encountered issues getting commenced due to the above-referenced factors:
 - Northline's first Commercial project was to be a Medical Office building that St. David's Hospital interfered with its development in late 2019 whereby Northline addressed the issue directly with St. David's Hospital, which it resolved after coordination of over a period of more than a year, and as a result of such period caused that Medical Office project to leave Northline for a location on Hero Way (on a smaller scale) just west of Main Street.
 - Northline's second Commercial project was to be a 60,000 SF mixed-use Office project in Block B that Lincoln Property Company could not get capitalized during the 1st half of 2022 (as it spent ~8 months on a capital raise from late 2021 until mid-2022 with no success). Northline subsequently moved on to coordinate with St. John Properties for a similar Office project now nearly underway, and on a larger scale.
 - Northline's third Commercial project was to be The Hub and that Retail project could not get capitalized in early 2023 whereby, per its CoL 380 Agreement, it had a go/no go decision to move forward on design and permitting to start construction by the end of 2023 and decided to pause in March of 2023.
 - After Lincoln also could not commit to its Medical Office building in 2023, Northline coordinated with Ryan Companies, which currently is in the process of moving forward to commence plans for a larger Medical Office building, but will need to wait to start construction only once St. David's Hospital moves forward with its initial phase of its full hospital across the street.
- CoL's Impact Fee reimbursements did not start until the latter half of 2023 as it took CoL 4+ years to complete its required Impact Fee study to include the Northline water and wastewater infrastructure (that triggered the Impact Fee reimbursements), and which significant timeframe was not contemplated in 2018 when the Development Agreement was executed.

Northline Status Update

- With its current vertical development partners in place, Northline is positioned to build out the rest of the project in an accelerated timeline with all of the blocks planned as explained further below.
- The following exhibit shows the current block designations (prior to the PUD Amendment) as a reference.



Northline Status Update – Multifamily & Townhouse Aerial Images

**October
2024: Blocks
L&M and
T&U Aerial**



Northline Status Update – Multifamily & Townhouse Aerial Images

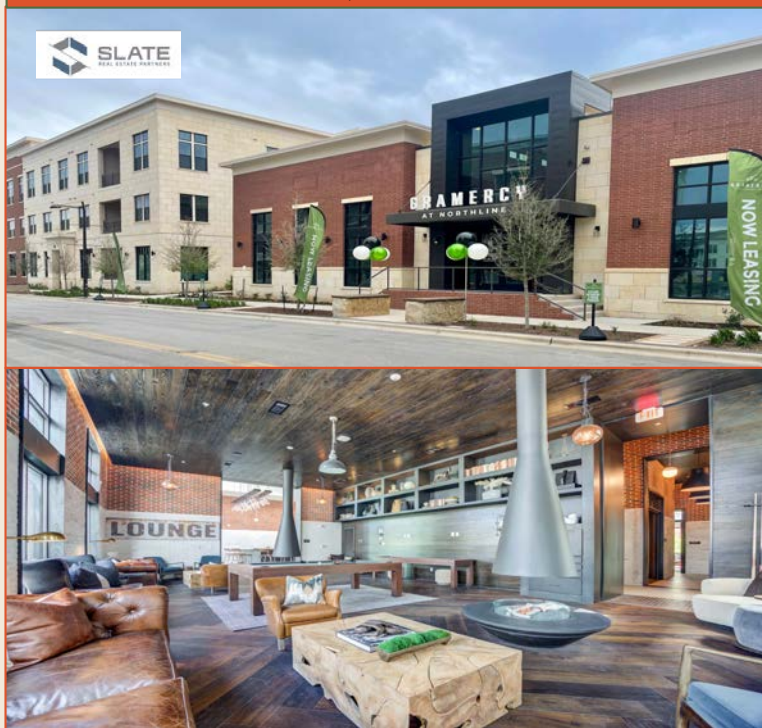
October
2024: Blocks
T&U Aerial



Northline Status Update

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

Slate Multifamily (Blocks T&U – Developed)



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

Townhomes (Blocks L&M – Developed)



Northline Status Update

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



Northline Status Update

St. John Properties – Best-In-Class development partner – establishing the CoL Class A Office market (Block B); anticipated to commence construction in the first part of 2025.

St. John Properties Class A Office (Block B – Pending Development)

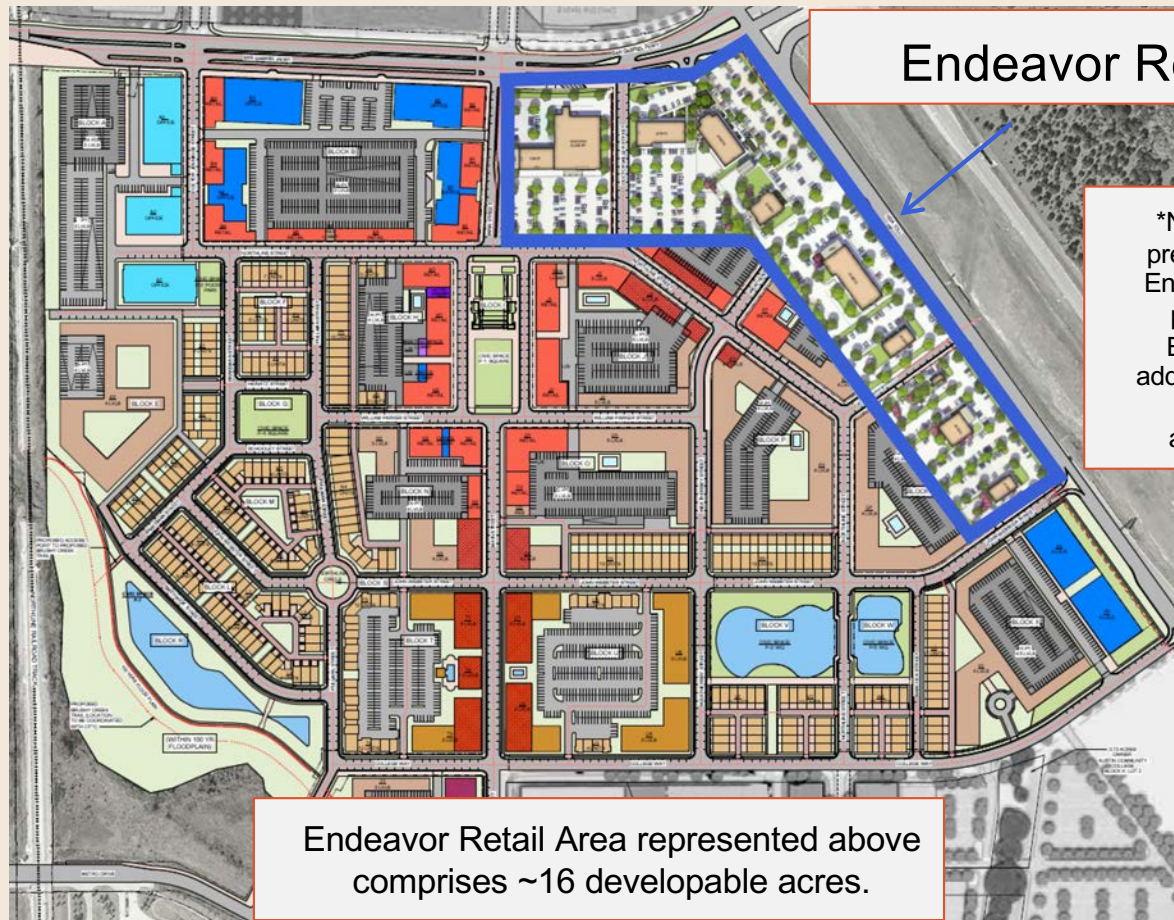


Townhomes – Drees Custom Homes Best-In-Class development partner and CoL's highest caliber product (Blocks L, M, V&W); anticipated to commence construction in the first part of 2025.

Drees Townhomes (Blocks L, M, V&W – Pending Development)



Northline Status Update

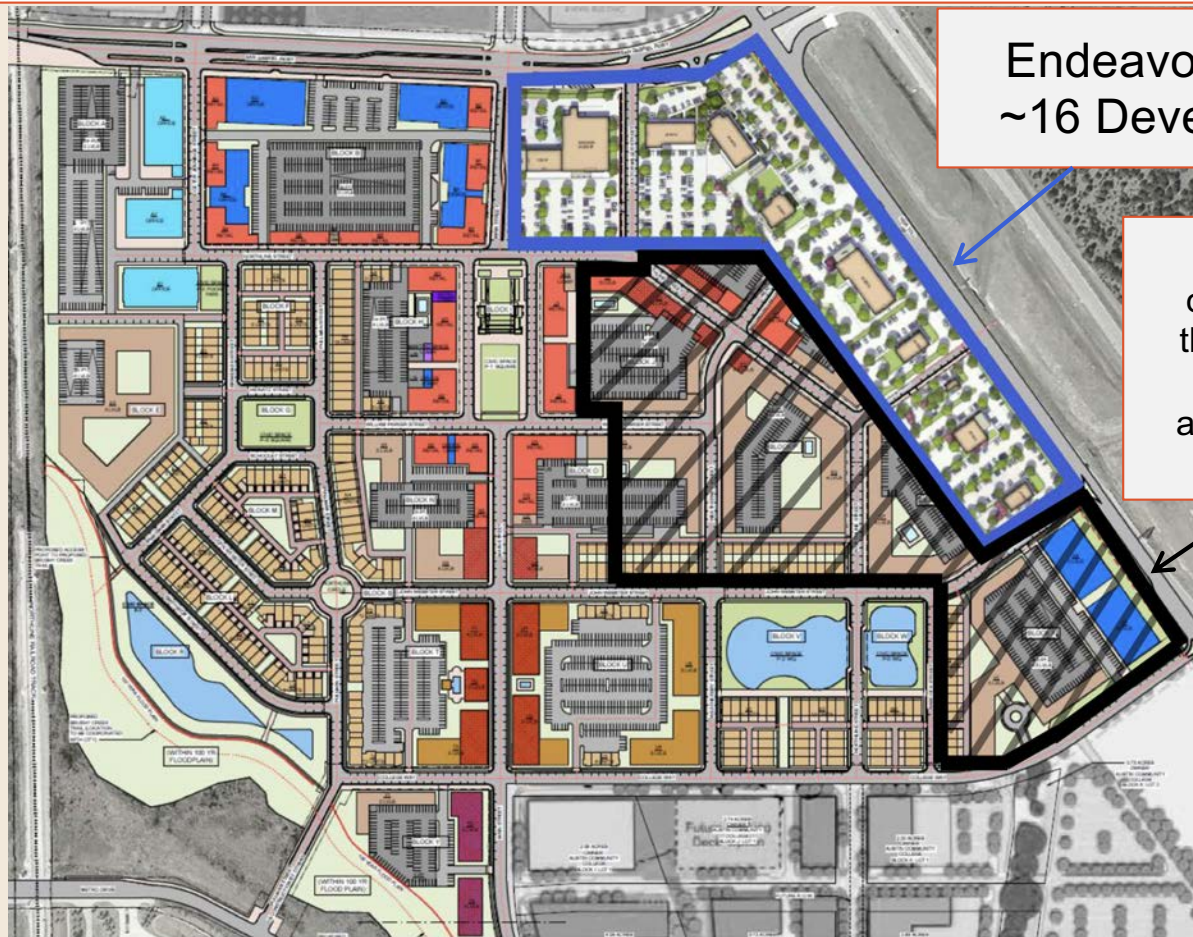


Endeavor Retail Area

*Northline and Endeavor propose to preserve the right to expand upon the Endeavor Retail Area by being able to phase additional property into the Endeavor Retail Area of up to ~22 additional acres as long as the property is used primarily for Retail and is adjacent to the current ~16 acres.

Endeavor Retail Area represented above comprises ~16 developable acres.

Northline Status Update



Endeavor Retail Area -
~16 Developable Acres

This slide shows the
opportunity to expand upon
the Endeavor Retail Area by
being able to phase
additional property up to ~22
acres.

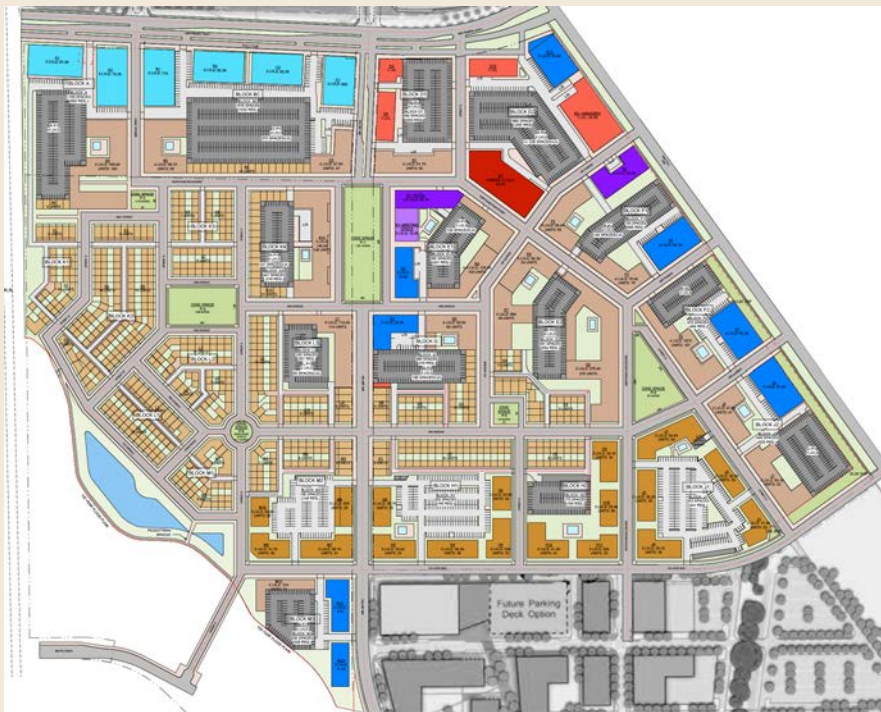
Northline Status Update – Endeavor Retail Area Site Plan



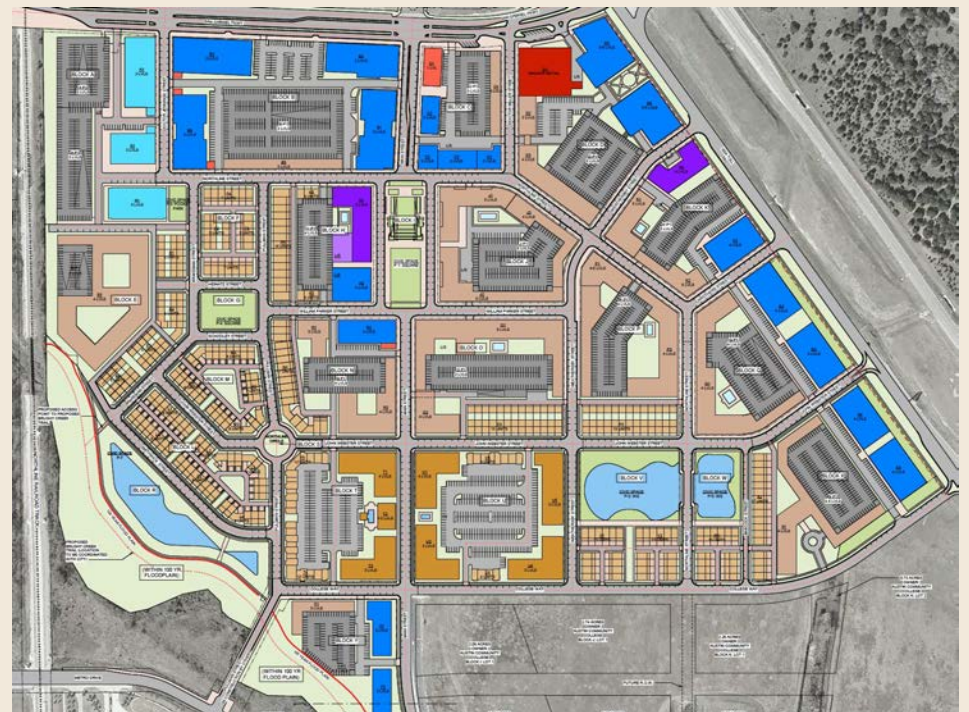
Northline Status Update

- There has been recent discussion about the fact that the vision of the Northline project has changed. Below is a comparison from CoL approval in 2018 to the most recent plan prior to the Endeavor Retail changes.

June 2018



Current (Pre-Endeavor)



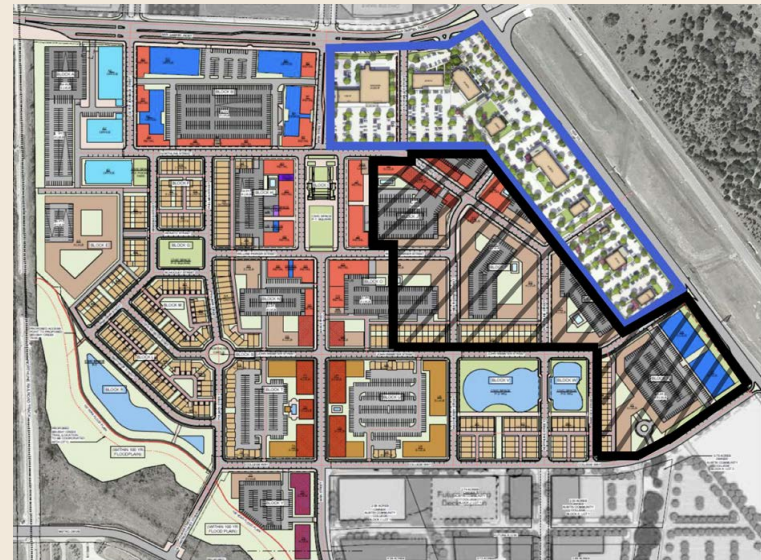
Northline Status Update

- Impacts of the Endeavor Retail Area and Endeavor Retail Option Area to the Northline Master Plan:
 - The same amount of traditional Office remains across the project as compared to the original concept in 2018 – the 4 large buildings along the 183A tollway have been relocated to Block B, while other areas remain substantially the same.
 - Outside of the traditional Office component noted above, the Endeavor Retail Option Area replaces only Residential – including numerous Multifamily projects, a few Townhomes, and no other product type; generating more “public” commercial space than in the previous plan.

June 2018



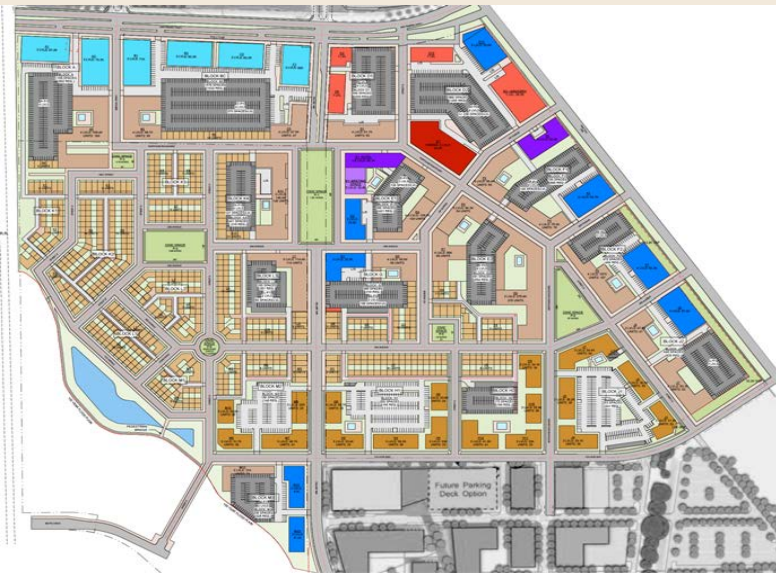
Current Endeavor Plan



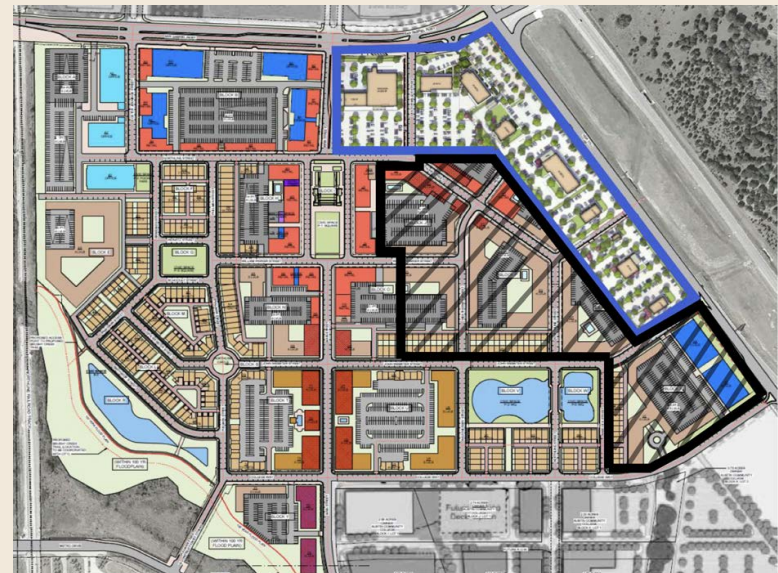
Northline Status Update

- Original Northline Master Plan Comparison to the Current Endeavor Plan
 - Substantially more Retail that is fast-tracked into the project and designed with more accessibility in addition to walkability.
 - The same amount of overall Commercial square footage, as indicated later in the presentation.
 - A reduction of Residential units, particularly Multifamily, which is a Council priority.
 - Original design around Town Square remains substantially the same.

June 2018



Current Endeavor Plan



Northline Status Update

- Any large town center development project is going to change and morph over time.
- Any expectation that Northline was going to be developed exactly the way that the conceptual master site plan showed the development in 2018, is not based in reality with how real estate development works.
- It is critical that Northline works closely with City leadership to ensure alignment as market realities impact the development process, which has been done here.

Northline PUD Amendment Summary

- Removal of the Endeavor Retail Area from the Northline PUD – initial 16.08 acres with additional optional adjacent acreage (Option Area) to follow – for development of the Retail with conventional standards with a 90% Masonry Development Agreement requirement.
 - With the exception of the proposed office buildings shown along the southern 183A frontage, which are not a viable option in the foreseeable future, all of the Option Area for additional retail replaces Multifamily, which is a Council priority as indicated below.
- Maintenance of the overall Northline vision with density and walkability throughout the core of Northline, particularly around Town Square, which will set Leander apart from surrounding suburban markets.
- Northline remains the only project within the Leander TOD that meets the intent of the SmartCode.
- Northline's PUD changes have addressed some of the recent/current Council preference for Commercial (and Retail in particular) over Multifamily, whereby Northline has restricted Multifamily in Blocks A&B and the potential for 4 Multifamily projects in the Endeavor Retail Area/Option Area.

Northline TIRZ Agreement Modification Preface

- The St. John Properties Class A 120,000 mixed-use Office building met the initial application deadline of August 27, 2023 (for both site development permit and building permit submittals) and is coordinating on its lender's pre-leasing requirement at this time (which is a new process for St. John Properties given the current lending environment). In this regard, our original assumption that an 18-month period between submittal and certificate of occupancy would be sufficient has not proven to provide the requisite amount of time needed. As a result, Northline is requesting more time to meet this certificate of occupancy requirement.
- Endeavor Real Estate Group Coordination:
 - Toward the end of 2023, Northline initially proposed to CoL that the Endeavor Retail Area remain part of the Northline PUD with modifications to the Northline PUD to provide for additional flexibility for market viable large-scale Retail, but CoL staff proposed to simplify the request by removing the Endeavor Retail Area from the Northline PUD altogether and for conventional zoning to regulate the Endeavor Retail Area – and the initial 16.08 acres has been approved by CoL with the Option Area working through the CoL approval process within the next month.
 - Conventional zoning provides Endeavor with needed flexibility to enable it to develop a significant market viable Retail project along the northeast and eastern frontages of Northline with our targeted Retail anchors.
- The list of delays that have impacted Northline substantiate additional time for the later development requirements (reference slides 7-9).

Northline's TIRZ Agreement Request

#1 – Additional Time to Meet the Development Requirements –

Section 5.8. Termination of Reimbursement Obligation.

It is expressly agreed that the obligation of the City, the Zone, and the Authority to make and approve payments to the Developer from The Northline PUD Fund shall terminate (a) if applications for site plans and/or building permits for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within The Northline PUD have not been filed on or before ~~the expiration of five (5) years after the Effective Date of this Agreement~~ August 27, 2023*; or (b) if Certificates of Occupancy for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within The Northline PUD have not been issued on or before ~~the expiration of six and one-half (6 1/2) years after the Effective Date of this Agreement~~ August 27, 2026; or (c) if applications for site plans and/or building permits for not less than 2300,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within ~~the entirety of the 116-acre Northline PUD project~~ have not been filed on or before ~~the expiration of eight (8) years after the Effective Date of this Agreement~~ August 27, 2029 (unless St. David's Hospital has commenced constructing the first phase of its hospital across the street from Northline by the end of 2025 and a Hotel project within Northline has provided applications for site plans and/or building permits by the midpoint of 2028 that this requirement is shortened to August 27, 2028); or (d) if Certificates of Occupancy for not less than 2300,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within ~~the entirety of the 116-acre Northline PUD project~~ have not been issued on or before ~~the expiration of nine and one-half (9 1/2) years after the Effective Date of this Agreement~~ February 27, 2031 (unless St. David's Hospital has commenced constructing the first phase of its hospital across the street from Northline by the end of 2025 and in a Hotel project within Northline has provided applications for site plans and/or building permits by the midpoint of 2028 that this requirement is shortened to February 27, 2030).

Northline's TIRZ Agreement Request

Non-residential units does not include multi-family units. It is expressly agreed that the obligation of the City, Zone, and the Authority to make and approve payments to the Developer from The Northline PUD Fund to reimburse the costs of the Subsequent Phases Projects shall terminate (a) if applications for site plans and/or building permits for not less than a total of 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units within ~~the entirety of the 116-acre Northline PUD project~~ have not been filed with the City on or before ~~August 27, 2027~~ December 31, 2031; or (b) if Certificates of Occupancy for not less than a total of 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units within ~~the entirety of the 116-acre Northline PUD project~~ have not been issued on or before ~~February 27, 2029~~ December 31, 2031 (unless the TIRZ is extended whereby the Certificate of Occupancy requirement for not less than a total of 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units within the entirety of the Property must be issued shall be extended to August 31, 2033). The term non-residential uses does not include multi-family uses.

* Note that the initial application requirement was met with (1) the St. John Properties Office project submittals on 7/18/23 (SD-23-0133) and 8/22/23 (BLDC-23-00234) for over 100,000 square feet of Commercial and (2) the Slate Multifamily project's site development permit submittal (SD-21-0014) in Blocks T&U and the multiple associated Slate Multifamily building permit submittals along with the Novak Brothers Townhomes submittals in Blocks L&M in 2022 for ~360 Residential units.

Northline's TIRZ Agreement Request

#2 – Northline's Phase 1 is Reduced to Eliminate Public Streets Solely within the Endeavor Retail Area –

Northline will reduce total reimbursements for the hard costs for Dr. Miller Street given the fact that this public horizontal infrastructure improvement is located solely within the Endeavor Retail Area, and these hard costs will reduce the Total Estimated Developer Costs of the Northline PUD Projects per the Northline TIRZ Agreement Amendment, dated August 5, 2021, from \$27,250,000 to \$26,661,424.82 (so that those funds can be used for another TIRZ project).

- Northline has calculated these hard costs to be \$588,575.18 (which can be broken down as follows: Developer General – \$384,982.39, Water – \$122,030.62, Wastewater – \$56,850.27, and Reclaimed Water – \$24,711.90).

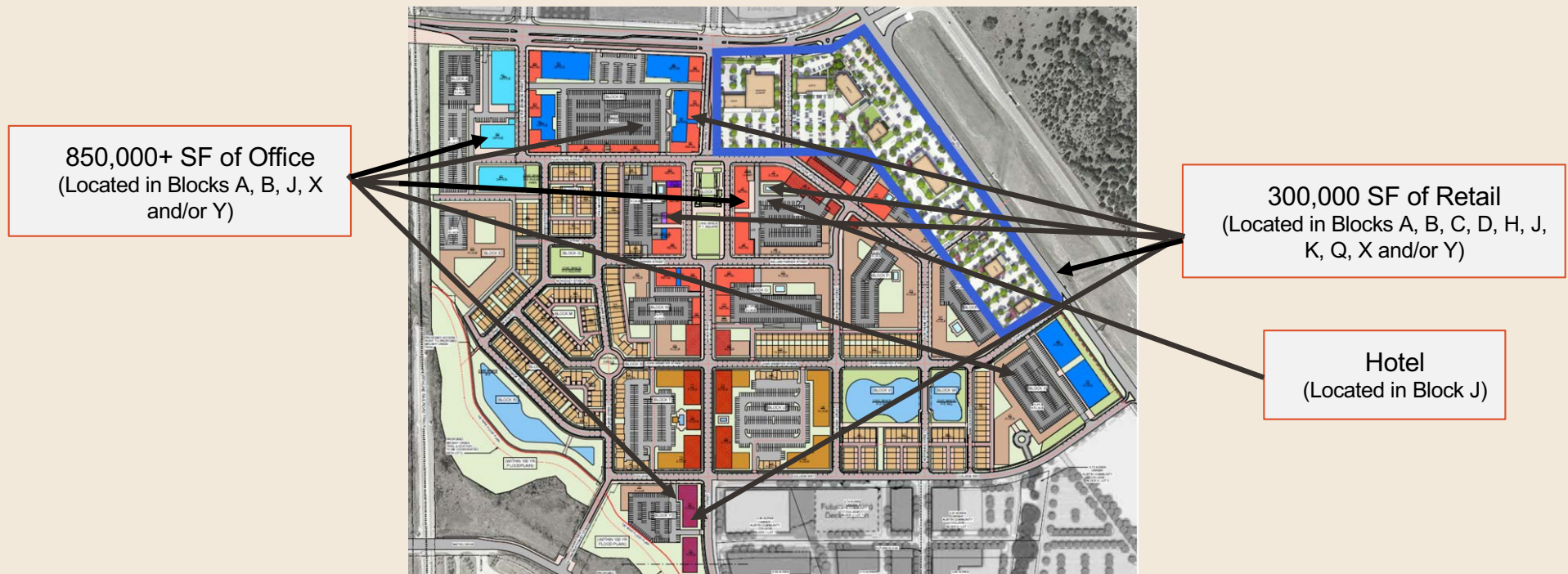
#3 – Apply the entire Northline Property (and not just the Northline PUD Property) as the Basis for the TIRZ Reimbursements to Include the Endeavor Retail Area** –

Northline is proposing that the entire Northline property serve as the basis for the TIRZ reimbursements as recommended by City of Leander staff.

** Note that the reason for this transfer request is driven by the fact that CoL staff in late 2023 requested that the Endeavor Retail Area is removed from the Northline PUD rather than having the Northline PUD modified to allow for Endeavor's prospective uses as originally proposed. Northline also has additional public improvement costs within the Endeavor Retail Area that will serve that area's development, to include the CTRMA pass-through drainage and related infrastructure.

Northline Still Meeting Commercial Objectives from 2018

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



Northline Still Meeting Commercial Objectives from 2018

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

FORMER PLAN

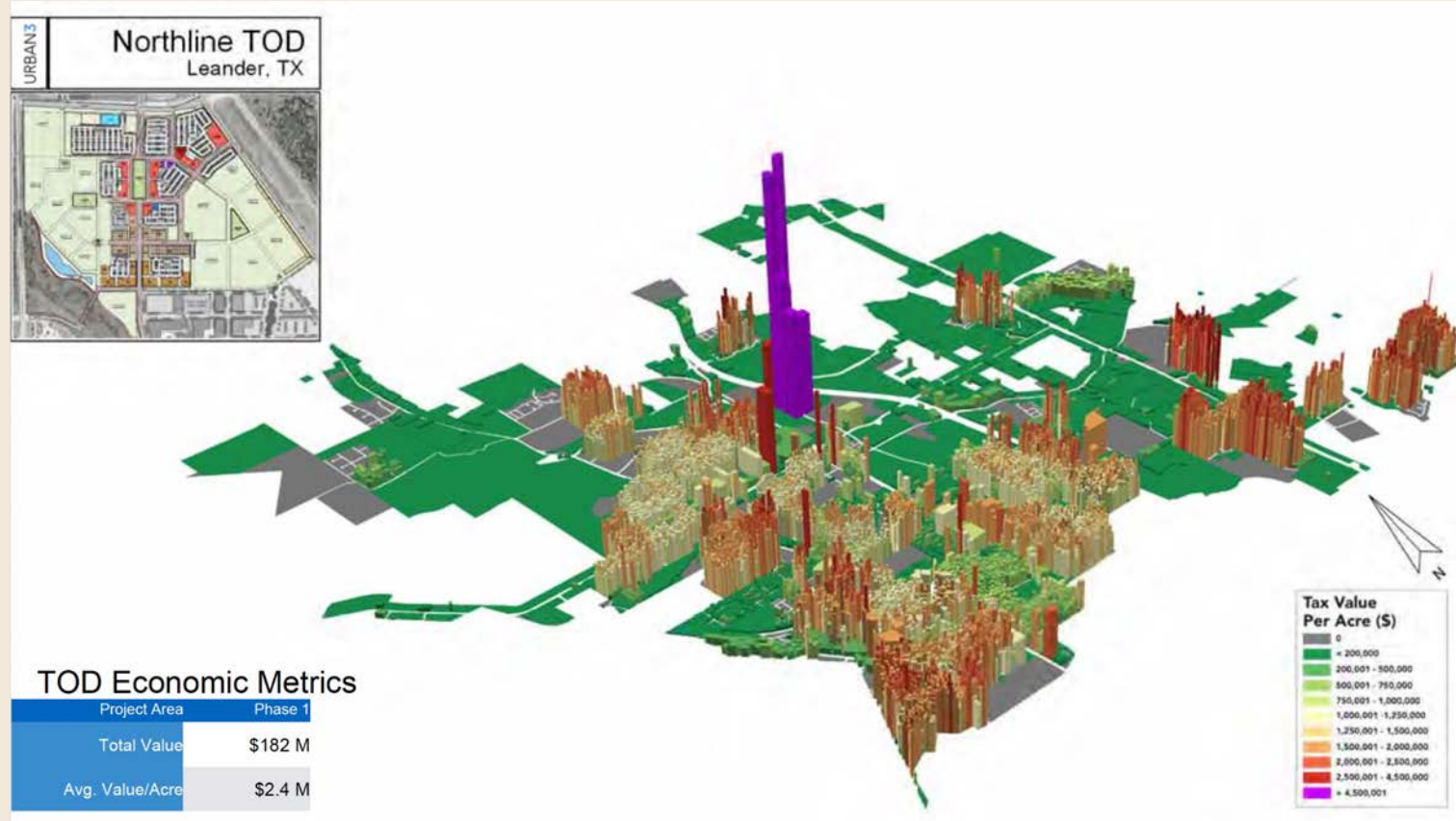


CURRENT PLAN



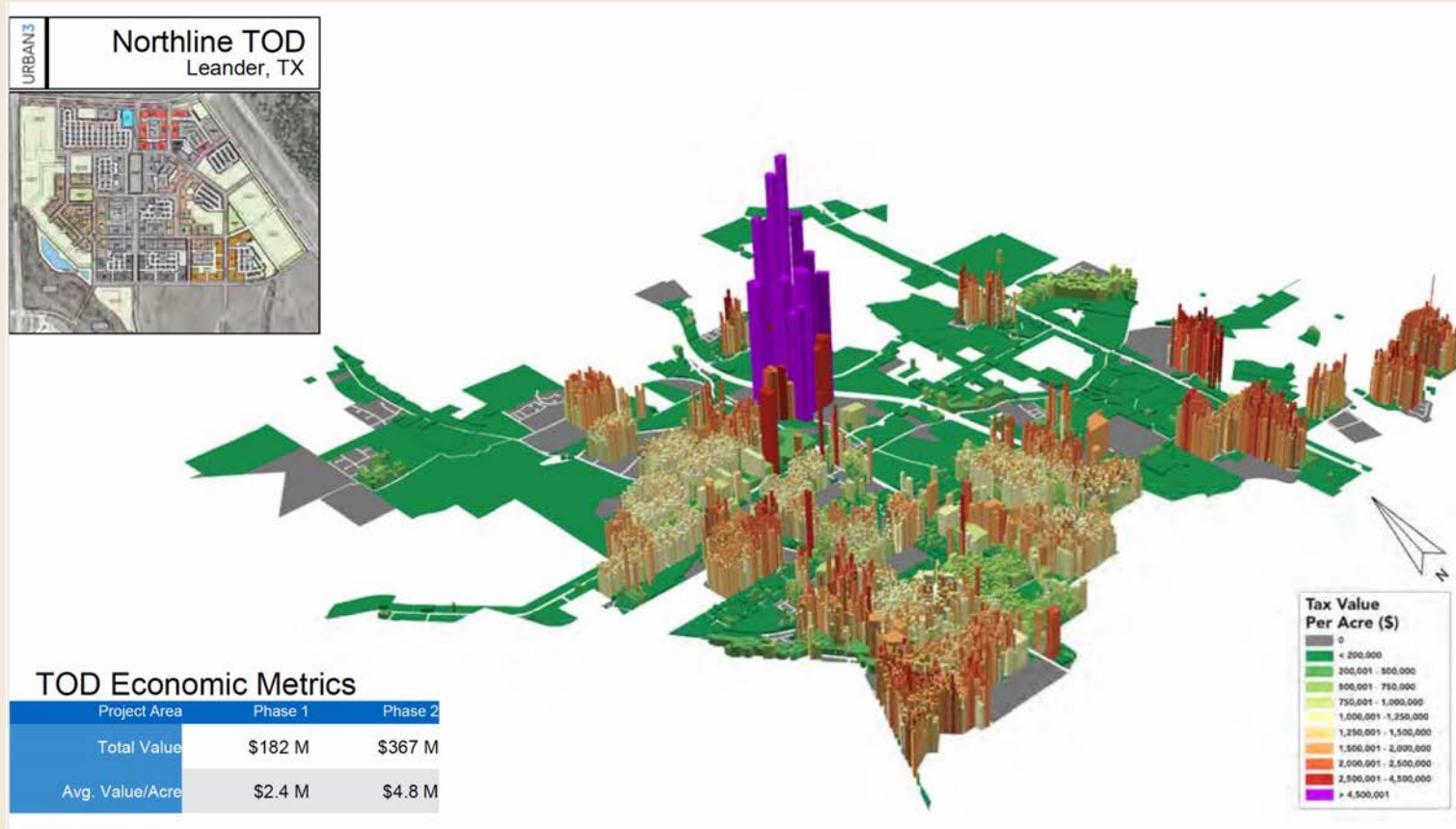
Northline Still Meeting Commercial Objectives from 2018 – Phase 1

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



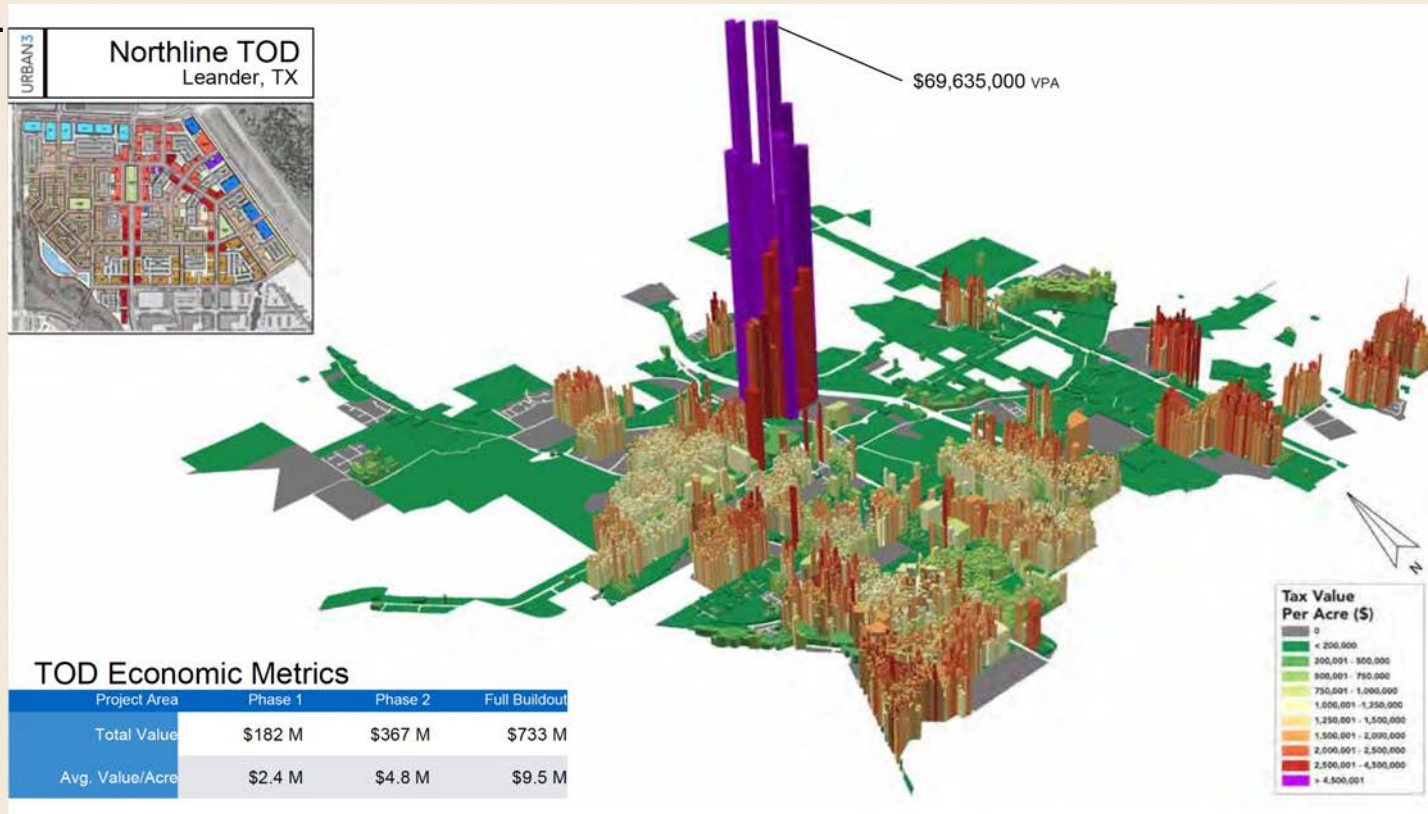
Northline Still Meeting Commercial Objectives from 2018 – Phase 2

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



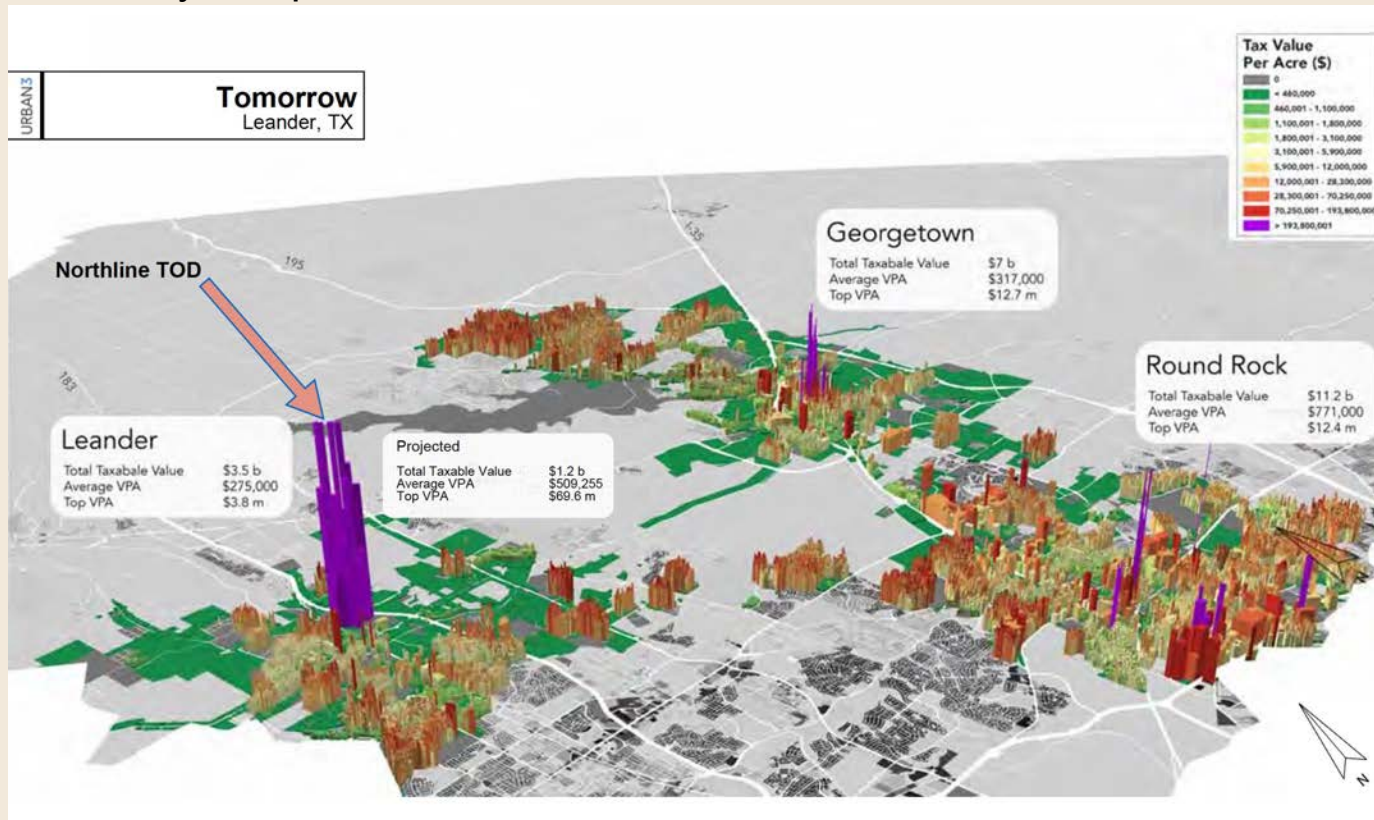
Northline Still Meeting Commercial Objectives from 2018 – Full Buildout

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



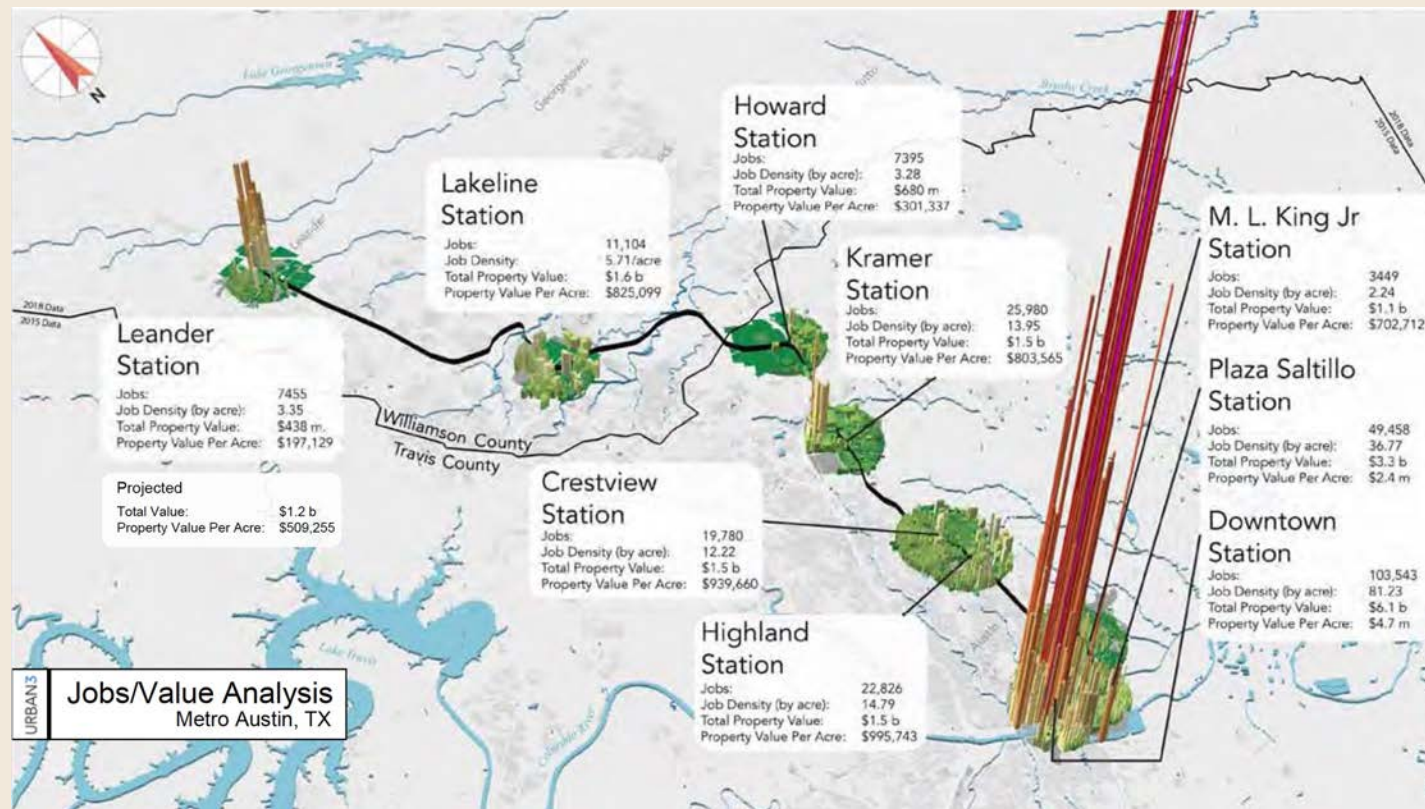
Northline Still Meeting Commercial Objectives from 2018 – Full Buildout

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



Northline Still Meeting Commercial Objectives from 2018 – Full Buildout

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



Why Northline's Request Is Merited

- Northline, in good faith, has put more than \$27M at risk so far for just the cost to construct public horizontal infrastructure improvements (and is about to complete Phase 1.3 and build out additional civic spaces in the near term), not including other costs (such as loan costs, property taxes, and other operations costs) whereby these improvements are CoL owned assets, in order to facilitate the original intent of the agreement between the parties and to stay ahead of vertical project market demand.
 - Northline has constructed the vast majority of these CoL improvements with significant debt in a high interest-rate environment (resulting in substantial carrying costs for both the debt and development/transactional delays).
- Endeavor's initial Retail plan expedites the Retail for Northline to the benefit of all parties – as attempting to one-off Retail projects to reach the 300,000 Retail square foot objective over time (with groups like The Hub) was both a challenge and would take significantly longer time to achieve.
 - Endeavor's initial Retail phase nearly achieves the Gibbs' analysis of 118,500 square feet of Retail potential, which is to be delivered in the next 2 years.
- Endeavor's initial Retail phase obtains the critical Retail users that are ideal for a town center project – to include a grocer, restaurants, and other food & beverage and entertainment uses – many of which will not go into a mixed-use building in a suburban market as each requires to be in a single-story/single-use building with a specific number of adjacent surface parking spaces dedicated to their business in a manner that could not be built pursuant to the current PUD zoning, and so the current Northline plan addresses those Retail users in the only way that is market viable while still meeting the intent of the original development agreement objectives.
 - Note that even the Domain has areas of surface parking on the frontage after 20+ years for key retail users – Whole Foods and restaurants along the Mopac feeder.
- The initial Retail at Northline is a loss leader for the Northline development (see notes in the exhibit from 2017).
- Endeavor's Retail development, which is being fast tracked, will spur additional dense Commercial development within Northline and will activate the later phases in nearby blocks where the parking garages will be located.
- The Endeavor Retail Area will have less CoL streets to maintain (less cost for CoL).

Why Northline's Request Is Merited

- Northline is not requesting anything more from The TIRZ Board, but simply needing additional time given the changes that have occurred since CoL's approval of the Northline Development Agreement. In exchange, Northline is providing CoL with ADDITIONAL benefits (consideration).
- Northline is providing CoL with MORE:
 - The assumption of maintenance obligations for public realm areas within Northline not regulated under the Northline Development Agreement that saves CoL ongoing maintenance costs in perpetuity (as the Development Agreement only requires Northline to maintain the civic spaces).
 - 2 water quality wet ponds (which Northline has been completing for the past year few years without an agreement in place).
 - Public streetscapes (which Northline has been completing since late 2023 without an agreement in place).
 - A reduced reimbursement cost with the removal of Dr. Miller Street's hard costs (as solely within the Endeavor Retail Area) representing a \$588,575.18 reduction.
 - A few examples of post-constructed and post-accepted public horizontal infrastructure improvements that were re-done and a traffic study not required by the zoning that were completed at Northline's cost to satisfy new CoL staff (who are no longer with CoL at this time).

Why Northline's Request Is Merited

- Elevated standards of superior quality streetscapes and pedestrian-friendly building façade design for an enhanced walkability experience.



- A reduction to Multifamily development to multiple blocks within Northline, for Blocks A&B (where Office and Medical Office, along with ground-floor Retail, is planned) via a restriction in the zoning, along with removal of the potential for 4 Multifamily projects in the Endeavor Retail Area/Option Area, as Northline's Commercial, particularly Retail, footprint is expanded compared to Residential – in order to meet the CoL and County objectives for Commercial development.

Why Northline's Request Is Merited

- Coordination with CoL for Northline to use reclaimed water for its irrigation so that Northline can be represented as a prime example for water conservation/efficiency, along with Northline's contribution of \$250,000 for the cost to bring reclaimed water to Northline from CoL's water treatment plant on Hero Way.
- Premier civic spaces to include Northline Circle (pending), Town Square, spaces around each water quality wet pond, Block F, etc.



Importance of the Request for the Benefit of All Parties

- It is critical for Northline that it is able to develop its Retail in the near term in a manner that generates the town center “place” or “destination” currently not present in Leander.
 - As highlighted earlier, none of the targeted Retail anchor users will go into a vertical mixed-use environment in a suburban market such as Leander and Endeavor’s Retail plan has been curated for those users and designed specifically for those users.
- The Endeavor Retail plan is a complement to the overall Northline Master Plan and expedites development to bring all tax revenues sooner and this type of development will spur the Commercial density in Northline and around Northline (for additional tax benefits to CoL).
 - The DMSAS phasing plan is over a 20+ year period where Retail gets phased in over time whereas Endeavor’s Retail plan will reach many of these Retail objectives in 2 years and is nearly meeting the Gibbs’ Retail viability numbers with this initial Retail phase.

Why Now?

- We need to give Endeavor the direction to move forward on Northline now.
- The timing now is ideal as Retail is the real estate product type in favor with new development, assuming the land cost is right, and Northline is trying to keep the land value at a place where the Retail anchors, as loss leaders, can still make a project viable.
- Northline is now a few years into its development process and we have the Best-In-Class development partner in Endeavor, who developed well over ½ of Cedar Park's Retail (along with other notable mixed-use projects in Central Texas), ready to develop Northline's Retail at an accelerated plan for multiple Northline blocks at once (that will generate significant ad valorem and sales tax benefits).
- Unlike past Northline development partners (Lincoln Property Company and The Hub), Endeavor already has its equity in place with its own closed fund and is active in the Leander market with Southbrook Station and Home Depot, which is a significant distinction.
- CoL has been working on its TOD for 20 years with no considerable substantial Commercial development to highlight to date and, if not executed by Endeavor, there most likely will not be a meaningful larger-scale Retail project in this TOD area for another substantive period of time.

Why Now?

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



Thank You

**Contact
Information:**

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Principal
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atynberg@tynberg.com



PHS ARCHITECTS INC 2018

THE NORTHLINE PUD DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This The Northline PUD Development and Reimbursement Agreement (this "**Agreement**") is entered into effective the date set forth below by and among the CITY OF LEANDER, TEXAS (the "**City**"); the LEANDER DEVELOPMENT AUTHORITY (the "**Authority**"); AREA LEANDER 1 LP, a Texas limited partnership (the "**Developer**"), and REINVESTMENT ZONE NUMBER ONE, CITY OF LEANDER, TEXAS (the "**Zone**"). The capitalized terms used in this Agreement have the meanings ascribed to them herein.

RECITALS:

WHEREAS, the City is a Texas home-rule municipal corporation;

WHEREAS, the Authority is a non-profit corporation formed pursuant to Subchapter D, Chapter 431, Texas Transportation Code, and the City Charter of the City;

WHEREAS, the Developer is a Texas limited partnership and owns approximately 115.7076 acres of property in Williamson County within the Zone and intends to develop the various tracts comprising the property as a mixed use commercial, office, retail, hotel, multifamily and residential development;

WHEREAS, the Zone is a tax increment reinvestment zone created pursuant to the authority of Chapter 311, Texas Tax Code, as amended (the "**Act**"), by Ordinance No. 06-02900 adopted by the City Council of the City (the "**City Council**") on September 7, 2006, as amended by subsequent ordinances adopted by the Zone and the City Council;

WHEREAS, the City, the Authority, the Developer, and the Zone are individually referred to as a "**Party**" and collectively as the "**Parties**;"

WHEREAS, the City executes this Agreement for limited purposes which are: (1) approving this Agreement as a contractual obligation of the Authority; (2) creating the Payment Account with respect to The Northline PUD Project (the "**Northline PUD Project Payment Account**") within the Tax Increment Fund and depositing the City Tax Increment Receipts and County Tax Increment Receipts into The Northline PUD Project Payment Account; (3) approving the use of funds in The Northline PUD Project Payment Account by the Authority to reimburse the Developer for The Northline PUD Project Costs; and (4) to hold the rights and obligations expressly set forth herein as rights and obligations of the City;

WHEREAS, the Zone, acting through its Board of Directors (the "**Board**") executes this Agreement for limited purposes which are: (1) approving this Agreement as a contractual obligation of the Authority; (2) approving the creation of The Northline PUD Project Payment Account within the Tax Increment Fund and approving the deposits into such account in the Tax Increment Fund of the City Tax Increment Receipts and County Tax Increment Receipts; (3) approving the use of funds in The Northline PUD Project Payment Account by the Authority to

reimburse the Developer for The Northline PUD Project Costs; and (4) to hold the rights and obligations expressly set forth herein as rights and obligations of the Zone;

WHEREAS, the City created the Authority to oversee the design, construction, and installation of infrastructure and other projects, including The Northline PUD Projects, that benefit development within the Zone, subject to the terms and conditions of this Agreement;

WHEREAS, the City Council zoned the land within the Zone as the Leander Transportation Oriented Development District Planned Unit Development (the "**TODD PUD**");

WHEREAS, the City and the County have agreed that for the term of the Zone, fifty percent (50%) of their respective ad valorem taxes collected on the Captured Appraised Value of property within the Zone will be dedicated to the Zone;

WHEREAS, the percentages of the funds dedicated to the Zone specified in this Agreement will be deposited into The Northline PUD Project Payment Account in the Tax Increment Fund and will be made available to the Authority to reimburse the Developer for costs paid or incurred to design, construct, and install The Northline PUD Projects that are authorized by the Act and that implement the Project Plan as recommended by the Board and approved by the City Council, subject to the terms and conditions of this Agreement; and

WHEREAS, by this Agreement, the Authority is contracting with the Developer to design, construct, and install The Northline PUD Projects on the Property that implement the Project Plan;

NOW THEREFORE, for and in consideration of the above stated premises and the terms, conditions, and covenants set forth herein, the Parties contract, covenant, and agree as follows:

ARTICLE 1 INTRODUCTION

1.1 The Property. As of the Effective Date, the Developer owns approximately 115.7076 acres described on Exhibit A attached hereto. The Property is located within the Zone and is located in the TODD PUD.

1.2 Development of the Property. The Developer proposes to develop the Property in phases in accordance with the plans approved by the City.

1.3 Development Incentives. The Authority desires to promote development within the Zone by providing financial assistance for the design, construction, and installation of The Northline PUD Projects that have been approved in the Project Plan.

1.4 Requested Reimbursements. The Developer has requested the Authority reimburse the Developer for costs associated with the design, construction, and installation of those certain improvements for The Northline PUD Projects, including facilities for water, sewer, drainage, water quality, transportation, gas utility, electric utilities, and certain design enhancements described in

Article 4 and also defined herein as “The Northline PUD Projects” and that have been approved in the Project Plan.

1.5 Project Plan. The Board has recommended approval of, and the City Council has approved, a Project Plan that includes certain water, sewer, transportation, and other improvements identified in this Agreement as The Northline PUD Projects that are eligible under the Act for reimbursement from the Zone. The Authority finds that such improvements, The Northline PUD Projects described in Article 4, are authorized by the Act, are consistent with and included in the Project Plan, and are appropriate for reimbursement pursuant to this Agreement.

1.6 Benefits. The Developer will benefit from being reimbursed certain costs and by virtue of the improved feasibility for the current development of the Property, the financial benefit of the reimbursements, the City services that will be made available to the Property, and the predictability regarding the City's regulations applicable to development. The Authority, the Zone, and the City will benefit from the construction of The Northline PUD Projects, the development of the Property within the TODD PUD, the enhancement of land values in properties that will be served by The Northline PUD Projects, and resulting tax revenues that the City and the County will realize.

1.7 Consideration. The benefits to the Parties, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

1.8 Term. The term of this Agreement shall begin on the Effective Date and continue until the earlier of: (1) the date the Zone is terminated; or (2) the date on which the Developer has been reimbursed for The Northline PUD Project Costs up to the Maximum Reimbursement Amount as provided in this Agreement.

ARTICLE 2

DEFINITIONS

2.1 Applicable Regulations means (1) this Agreement; (2) all federal statutes and regulations, as amended; (3) all statutes and the Constitution of the State of Texas, as amended (including, but not limited to, Article III, Section 52-a of the Texas Constitution, Section 380.001 of the Texas Local Government Code, and Chapter 311 and Section 351.101 of the Texas Tax Code), as amended from time to time; (4) to the extent not in conflict with this Agreement, all other City ordinances, as amended, including but not limited to Ordinance No. 18-042-00, which created The Northline Planned Unit Development; and (5) all rules and regulations of the Texas Department of Transportation, as amended. With respect to the Gas Line Projects, Atmos Energy's, or its successor's, rules and regulations shall also govern design, construction, and acceptance of the Gas Line Projects. With respect to the Electric Utility Projects, PEC's and the other utility service providers', or their successors', rules and regulations shall also govern design, construction, and acceptance of the applicable components of the Electric Utility Projects.

2.2 Atmos Energy means Atmos Energy Corporation, its successors and assigns, or such other natural gas supplier for the Property.

- 2.3 Bonds shall be defined as set forth in the Development Agreement.
- 2.4 Captured Appraised Value means, for a taxing unit, the total taxable value of real property by the unit and located in the Zone for a given year less the total taxable value of real property taxable by the unit and located in the Zone for the year in which the Zone was created.
- 2.4 City Improvements means those certain public improvements identified in Exhibit B of the Development Agreement which shall be constructed by the City, and which are referred to in in the Development Agreement as the Public Improvements.
- 2.5 City Tax Increment Receipts means: 50% of the ad valorem taxes collected and received by the City on the Captured Appraised Value of the Property minus the Zone Administrative Expenses.
- 2.6 City TIRZ Agreement shall be defined as set forth in the Development Agreement.
- 2.7 County means Williamson County, Texas.
- 2.8 County Participation Agreement means the Amended Tax Increment Financing Agreement effective August 8, 2006, by and between the City and the County, as amended.
- 2.9 County Tax Increment Receipts means 50% of the ad valorem taxes collected and received by the County on the Captured Appraised Value of the Property minus the Zone Administrative Expenses.
- 2.10 Design Enhancement Projects means the Parks Projects.
- 2.11 Development Agreement means that certain Development Agreement for The Northline PUD between the City of Leander, Texas and Area Leander I, LLC dated effective June 15, 2018.
- 2.12 Drainage Projects means enclosed stormwater and drainage lines and systems and a water quality wet pond and other water quality facilities described in the construction plans approved by the City that are not included within the City Improvements. The water quality wet pond and other water quality facilities will be designed and constructed in accordance with the TCEQ in order to remove a minimum of 80% of the increase in Total Suspended Solids ("TSS") and with this Agreement. The enclosed stormwater and drainage lines and systems will be designed in a manner that will allow stormwater from other properties to drain into such Projects as determined feasible and appropriate by the City Engineer and the Developer. The Parties will determine at either the site development or platting stage for the Property the sizing of the stormwater and drainage lines and systems for the purpose of accepting flows from land outside the Property. The Parties will cooperate in good faith to give effect to this Section.
- 2.13 Electric Utility Projects means electrical lines and systems through and within the parcels comprising the Property as described in construction plans approved by PEC and, to the extent required by Applicable Regulations, the City.

2.14 Estimated Costs for Each Category of The Northline PUD Projects means estimated costs to construct each category of The Northline PUD Projects. There are eight categories of The Northline PUD Projects, which are: (a) the Transportation Projects; (b) the Design Enhancement Projects; (c) the Drainage Projects; (d) the Water Projects; (e) the Sewer Projects; (f) the Gas Line Projects; and (g) the Electric Utility Projects.

2.15 Estimated Costs for the Design Enhancement Projects means the estimated costs for the Design Enhancement Projects which are set forth in **Exhibit B**.

2.16 Estimated Costs for the Drainage Projects means the estimated costs for the Drainage Projects which are set forth in **Exhibit B**.

2.17 Estimated Costs for the Electric Utility Projects means the estimated costs for the Electric Utilities Projects which are set forth in **Exhibit B**.

2.18 Estimated Costs for the Gas Line Projects means the estimated costs for the Gas Line Projects which are set forth in **Exhibit B**.

2.20 Estimated Costs for the Sewer Projects means the estimated costs of the Sewer Projects which are set forth in **Exhibit B**.

2.21 Estimated Costs for the Transportation Projects means the estimated costs of the Transportation Projects which are set forth in **Exhibit B**.

2.22 Estimated Costs for the Water Projects means the estimated costs for the Water Projects which are set forth in **Exhibit B**.

2.23 Gas Lines Projects means the extension of natural gas lines and systems through and within the parcels comprising the Property lines and systems through and within the parcels comprising the Property as described in construction plans approved by Atmos and, to the extent required by Applicable Regulations, the City.

2.24 Maximum Reimbursement Amount means the lesser of (1) the actual costs to design, construct, and install The Northline PUD Projects, or (ii) \$12,509,000.00, reduced as provided in this Section. The Maximum Reimbursement Amount shall be reduced by an amount equal to the payments the Developer receives from the City pursuant to the Development Agreement in the form of Water Impact Fee Payments, Wastewater Impact Fee Payments, Permit Fee Payments, or one or more payments from the City for the Reimbursable Costs of the Water Improvements or the Reimbursable Costs of the Wastewater Improvements, as such terms are defined in the Development Agreement.

2.25 The Northline PUD Project Payment Account means a separate account established by the City and the Zone within the Tax Increment Fund for the deposit of the City Tax Increment Receipts and the County Tax Increment Receipts, and from which the Authority will reimburse the Developer for The Northline PUD Project Costs, up to the Maximum Reimbursement Amount as

provided in this Agreement. The Northline PUD Project Payment Account is also referred to as The Northline PUD Fund.

2.26 The Northline PUD Projects means the improvements described in Article 4.

2.27 The Northline PUD Project Costs are defined in Article 5.

2.28 PEC means the Pedernales Electric Cooperative, or its successor suppliers of electrical service.

2.29 Parks Projects means the development and improvements of public parks within the Property as more particularly described in the Parkland Dedication and Recreation Improvement Work Plan for The Northline PUD to be approved by the Parks Director as provided in Ordinance No. 18-0042-00, which created The Northline Planned Unit Development, that are not included within the City Improvements.

2.30 Project Plan means that certain Project Plan and Reinvestment Zone Financing Plan as recommended by the Board of Directors of the Zone and approved by the City Council on October 5, 2006, and as modified by subsequent ordinances recommended for approval by the Board of Directors of the Zone and approved by the City Council.

2.31 Sewer Projects means the extension of sewer utilities located within the streets located within the Property that are not included in the City Improvements.

2.32 Tax Increment Fund means the tax increment fund required by the Act into which the ad valorem taxes levied and collected by the City and the County on the Captured Appraised Value is to be deposited.

2.33 TCEQ means the Texas Commission on Environmental Quality, or successor agency.

2.34 Transportation Projects means the construction of streets and associated drainage, sidewalks and sidewalk amenities, street trees and landscaping, street lighting, and traffic infrastructure adjacent to and through the Property that are not included within the City Improvements.

2.35 Water Projects means the extension of water lines and systems located within the streets located within the Property that are not included in the City Improvements.

2.36 Zone Administrative Expenses mean the administration costs set forth in the Project Plan.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 The City, the Authority and the Zone hereby certify, represent, and warrant to Developer that the City, the Authority and the Zone have full constitutional and lawful right, power

and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City, Authority and Zone proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, the Authority and the Zone, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.

3.2 Developer hereby certifies, represents, and warrants to the City, the Authority and the Zone that Developer has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all actions necessary. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of Developer, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity.

ARTICLE 4 THE NORTHLINE PUD PROJECTS

4.1 Northline PUD Projects. The Northline PUD Projects for which the Developer will be eligible for reimbursement, subject to the terms and conditions of this Agreement are: (a) the Transportation Projects; (b) the Design Enhancement Projects; (c) the Drainage Projects; (d) the Water Projects; (e) the Sewer Projects; (f) the Gas Line Projects; and (g) the Electric Utility Projects, further described in **Exhibit C**. It is further acknowledged that various components of The Northline PUD Projects may be constructed by or in cooperation with the owners of other properties that may be covered by separate Development and Reimbursement Agreements, and only the Developer's allocated cost of such shared or joint projects shall be included in The Northline PUD Projects for purposes of this Agreement. Completion of the design of the City Improvements may produce more detailed descriptions of the City Improvements, The Northline PUD Projects, the Water Improvements, and Wastewater Improvements, and such descriptions that are approved by the City Engineer and the Developer's engineer shall control to the extent of any conflict with descriptions of such improvements set forth in the Development Agreement, the City TIRZ Agreement, and herein; provided that in no event will the Maximum Reimbursement Amount be exceeded.

4.2 Subdivision Improvements. The subdivision improvements are all required water facilities, wastewater facilities streets, drainage facilities and other amenities and improvements that are required by regulatory authorities with jurisdiction over the Property to serve individual lots within the Property, and do not include The Northline PUD Projects, the Water Improvements, the Wastewater Improvements, or the City Projects. The Developer shall, at the Developer's expense, design, construct, and complete the Subdivision Improvements in accordance with the plans and specifications approved by the City, the Applicable Regulations, and good engineering practices.

ARTICLE 5 REIMBURSEMENT OF DISTRICT AT LEANDER PROJECT COSTS

5.1 The Northline PUD Project Costs. Subject to the terms of this Agreement, and the Developer's full and timely performance of, and compliance with, each of the requirements set forth in this Agreement, the Authority shall reimburse the Developer for The Northline PUD Project Costs as defined in Sections 5.2, 5.6, and 6.1 of this Agreement up to the Maximum Reimbursement Amount.

5.2 Reimbursements Not To Exceed Maximum Reimbursement Amount. The Authority's obligation to reimburse the Developer for The Northline PUD Project Costs shall not exceed the Maximum Reimbursement Amount. The Estimated Costs for each category of The Northline PUD Projects are set forth in **Exhibit B** to this Agreement. The Estimated Costs for each category of The Northline PUD Projects shall be adjusted for cost overruns and cost underruns. Cost underruns in any of The Northline PUD Projects may be used to offset cost overruns in one or more of the other of The Northline PUD Projects or any of the components of a category of The Northline PUD Projects. An amendment to this Agreement is not required to adjust estimated project costs to allow cost underruns in any of The Northline PUD Projects to be used to offset cost overruns in one or more of the other of The Northline PUD Projects or any component thereof. For example, assume that the actual cost to design, construct and install all of the Transportation Projects is \$1,838,000.00 and the Estimated Costs for all of the Transportation Projects is \$1,868,000.00. Under these assumptions, there would be a cost underrun of \$30,000 with respect to the Transportation Projects. Further, assume that the actual costs to design, construct and install all of the Drainage Projects is \$139,000.00 and the Estimated Costs for all of the Drainage Projects is \$109,000.00. Under these assumptions, there would be a cost overrun in the Drainage Projects of \$30,000. The cost underrun in the Transportation Projects of \$30,000 may be applied to offset the \$30,000 overrun in the costs of the Drainage Projects. In this example, the actual costs of the Drainage Projects of \$139,000.00 would be reimbursable under this Section 5.2; provided that the Maximum Reimbursement Amount is not exceeded.

5.3 The Northline PUD Project Payment Account. The City shall create and maintain The Northline PUD Project Payment Account as a separate and segregated account within the Tax Increment Fund, which shall be invested in the same manner as other municipal funds. The City shall not commingle The Northline PUD Project Payment Account with any other funds of the City and shall not allow The Northline PUD Project Payment Account to be used for any purposes except as provided by this Agreement.

5.4 Deposits. The City shall deposit all of the City Tax Increment Receipts and County Tax Increment Receipts from the Property into The Northline PUD Project Payment Account in April of each year for the period beginning on the Effective Date of this Agreement and ending on the earlier to occur of (a) the termination of the Zone; (b) The Northline PUD Projects Costs are reimbursed up to the Maximum Reimbursement Amount; or (c) the termination of this Agreement.

5.5 Annual Accounting. The Northline PUD Project Payment Account will be used to reimburse the Developer for The Northline PUD Project Costs. The City and the Authority shall provide to the Developer an annual accounting of all deposits into and disbursements from The Northline PUD Project Payment Account and shall otherwise maintain complete books and records with respect to such deposits and disbursements in accordance with generally accepted accounting principles as applied to Texas municipalities.

5.6 Reimbursement.

(a) Reimbursements to the Developer under this Agreement shall be subject to the following:

(1) No reimbursements shall be paid to the Developer until the City has received sufficient reimbursements under the City TIRZ Agreement to pay the amount of the debt service payments (principal and interest) actually paid by the City with respect to the Bonds and sufficient Tax Increment Funds are being deposited into The Northline PUD Fund to pay for the debt service payments for the Bonds due during the fiscal year in which the Tax Increment Funds are received.

(2) To the extent there are any remaining Tax Increment Funds deposited in The Northline PUD Fund available to be paid in excess of the amount of the current and accrued debt service on the Bonds paid to the City above under Section 5.6(a)(1), such excess funds shall be paid to Developer to reimburse the Developer for the reimbursable costs of The Northline PUD Projects up to the Maximum Reimbursement Amount. The determination of whether there are remaining Tax Increment Funds in The Northline PUD Fund to be paid to the Developer under this Agreement will be made by August 15th of each year, and payments of such excess funds shall be made by September 30th.

(3) It is expressly agreed that the obligation of the City, the Zone, and the Authority to make and approve payments to the Developer from The Northline PUD Fund shall terminate (a) if applications for site plans and/or building permits for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within The Northline PUD have not been filed on or before the expiration of five (5) years after the Effective Date of this Agreement; or (b) if Certificates of Occupancy for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within The Northline PUD have not been issued on or before the expiration of six and one-half (6½) years after the Effective Date of this Agreement; or (c) if applications for site plans and/or building permits for not less than 200,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within The Northline PUD have not been filed on or before the expiration of eight (8) years after the Effective Date of this Agreement; or (d) if Certificates of Occupancy for not less than 200,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within The Northline PUD have not been issued on or before the expiration of nine and one-half (9½) years after the Effective Date of this Agreement. Non-residential units does not include multi-family units.

(4) It is acknowledged that portions of the land within The Northline PUD are located within properties that are subject to existing Development and Reimbursement Agreements with the TIRZ. Specifically, 47.5871 acres of the land within The Northline PUD are included in the land covered by that certain Development and Reimbursement Agreement for RB 270 Partnership dated October 6, 2011, recorded under Document No. 2011086121 of the Official Public Records of Williamson County, Texas, as affected by Addendum to Development and Reimbursement Agreement for RB 270 Partnership recorded under Document No. 2012030292 of the Official Public Records of Williamson County, Texas, and by Amended Addendum to Development and Reimbursement Agreement for RB 270 Partnership recorded under Document No. 2016010199 of the Official Public Records of Williamson County, Texas (the “**RB 270 TIRZ Agreement**”); which is subject to that certain Assignment of Partial Interest in Development Agreement effective as of January 24, 2018, between RB 270 Partnership, A Texas general partnership and AREA Leander I LP, a Texas limited partnership in which RB 270 Partnership assigns its right to receive a portion of its share of all amounts, payments, and credits due under the RB 270 TIRZ Agreement to the Developer (the “**RB 270 TIRZ Assignment**”); and 45.3395 acres of land within The Northline PUD are included in the land covered by that certain Development and Reimbursement Agreement for the Village at Leander Station dated October 6, 2011, with the Leander Development Authority, the City of Leander, and the Reinvestment Zone Number One, City of Leander, Texas, as modified and amended by Addendum to Development and Reimbursement Agreement for the Village at Leander Station dated March 15, 2012; by Amended Addendum to Development and Reimbursement Agreement for the Village at Leander Station dated January 23, 2014; and by Second Amended Addendum to Development and Reimbursement Agreement for the Village at Leander Station dated May 5, 2016, a copy of which Second Amended Addendum to Development and Reimbursement Agreement for the Village at Leander Station is recorded under Document No. 2016043754 of the Official Public Records of Williamson County, Texas (the “**TVI TIRZ Agreement**”). The City and Developer confirm and agree that the right to receive reimbursements from the TIRZ under both the City TIRZ Agreement and the this Agreement shall be subordinate and inferior to the rights to receive reimbursements under the RB 270 TIRZ Agreement, the RB 270 TIRZ Assignment, and the TVI TIRZ Agreement with respect to the Tax Increment Funds attributable to the portions of The Northline PUD that are subject to the RB 270 TIRZ Agreement, the RB 270 TIRZ Assignment, and the TVI TIRZ Agreement.

(5) It is the intent of the Parties that Developer shall be entitled to seek to enter other agreements with the TIRZ for reimbursement of the costs of other projects and improvements within The Northline PUD other than The Northline PUD Projects, subject to approval by the Zone, the Authority, and the City. Developer agrees that Developer’s right to receive reimbursement under such subsequent agreements with the TIRZ shall be subordinate and inferior to the rights of the City to receive reimbursements under the City TIRZ Agreement. Developer further

confirms and agrees that Developer shall be entitled to receive reimbursement for such other projects and improvements under such subsequent agreements with the TIRZ shall be subject to and conditioned upon the completion and issuance of certificates of occupancy for at least 100,000 square feet of commercial and non-residential uses and at least 200 residential units within The Northline PUD.

(b) Upon completion and acceptance of each of The Northline PUD Projects, or any component thereof, and approval of such completion by the City (provided that in the case of a Gas Line Project, Atmos Energy shall approve completion), and that in the case of an Electric Utility Project, PEC shall approve completion of the electric and the providers of the other utility services shall approve completion if PEC or such providers require such approval for the provision of services), the Developer shall submit to the Authority evidence (in form reasonably acceptable to the Authority) of the actual costs paid or incurred by the Developer for the Project Costs to which the Developer is entitled to be reimbursed, which shall include any additional documentation reasonably required by the Authority to verify the amounts presented for reimbursement, for The Northline PUD Project Costs for which Developer is entitled to reimbursement. The Reimbursement Request for a Gas Line Project shall be accompanied by documentation from Atmos Energy that said Project has been completed and accepted by Atmos Energy and for an Electric Utility Project by documentation from PEC or the providers of the other utility services that said Project has been completed and accepted if PEC or such providers require such acceptance for the provision of services. The Developer shall keep records of all contracts, change orders, payment applications, and pay requests made in connection with the design and construction of The Northline PUD Projects.

(c) Upon receipt of a Reimbursement Request, the Authority shall have sixty (60) days to verify The Northline PUD Project Costs or to notify the Developer in writing of the Authority's objections to the Developer's Reimbursement Request. The failure of the Authority to notify the Developer in writing of the Authority's objections to the Developer's Reimbursement Request within sixty (60) days shall constitute verification of The Northline PUD Project Costs as presented by the Developer on the Reimbursement Request.

(d) If the Authority verifies (or is deemed to have verified) The Northline PUD Project Costs (the "**Verified Project Costs**") that Developer paid or incurred, then to the extent that funds are available in The Northline PUD Project Payment Account, the Authority shall reimburse the Developer for the Verified Project Costs within thirty (30) days of verification, subject to the terms and limitations set forth in Section 5.6(a) (the "**Initial Payment**").

(e) After an Initial Payment, to the extent that funds are available in The Northline PUD Project Payment Account and that the Verified Project Costs have not been reimbursed in an amount up to the Maximum Reimbursement Amount, then the Authority shall make payments to reimburse the Developer for such Verified Project Costs on or before September 30 of each year until the Verified Project Costs have been paid up to the Maximum Reimbursement Amount, subject to the terms and limitations set forth in Section 5.6(a).

(f) The parties to this Agreement acknowledge that the actual costs of designing, constructing and installing any of The Northline PUD Projects, or any component thereof, may be greater than or less than the Estimated Costs for such Project. The Developer's right to reimbursement under this Section 5.6 shall be equal to the Maximum Reimbursement Amount and shall not be limited to the Estimated Costs of each category of The Northline PUD Projects. The Estimated Costs of each category of The Northline PUD Projects may be adjusted as The Northline PUD Projects proceed, so that reimbursement amounts may be transferred from one category that is constructed for actual costs less than its Estimated Costs to another category that is constructed for actual costs greater than its Estimated Costs. At such time that the Developer submits a Reimbursement Request, the Developer may request an adjustment to the Estimated Costs of each category of The Northline PUD Projects, or any component thereof, and the Parties will cooperate to determine to which categories adjustments should be made.

5.7 The Northline PUD Project Payment Account. The Northline PUD Project Payment Account shall be used to reimburse The Northline PUD Project Costs in the order determined by the Developer, provided that the Developer notifies the City in writing of the desired order. When verified Project Costs in an amount equal to the Maximum Reimbursement Amount have been paid, the City may terminate The Northline PUD Project Payment Account, and use the City Tax Increment Receipts unencumbered by this Agreement, and the County may use the County Tax Increment Receipts unencumbered by this Agreement, subject to the terms of the City TIRZ Agreement.

5.8 Representation Regarding the Tax Increment Receipts. The City, the Authority, and the Zone each represent and warrant to the Developer that, to the best knowledge and belief of each of them, no person or entity has any right, title, or interest in the City Tax Increment Receipts and County Tax Increment Receipts, except as provided herein. Each of the City, the Authority, and the Zone further represent and warrant to the Developer that, to their best knowledge and belief, entering into this Agreement will not constitute a breach of or otherwise violate any agreement to which they are a party or by which they are bound.

5.9 Suspension of Reimbursements. Notwithstanding any other term or provision of this Agreement, no reimbursement shall be made to Developer at a time when Developer is delinquent in the payment of ad valorem taxes to either the City or the County. For so long as such delinquencies by Developer remain unpaid (including interest, penalties, and costs of collection), reimbursements by the Authority to Developer shall be suspended until the delinquencies are fully paid. This provision does not apply to ad valorem taxes that are due but not yet delinquent. A developer shall not be considered "delinquent" if exercising its rights to protest valuation.

ARTICLE 6
PROJECT COSTS; ENGINEERING REQUIREMENTS

6.1 The Northline PUD Project Costs means all costs of acquisition, design, development, installation, and construction for each of The Northline PUD Projects, and each of the components thereof, including, but not limited to the following:

- (a) hard construction costs;
- (b) surveying costs;
- (c) the cost of soils and materials testing;
- (d) engineering and other professional fees relating to the Project;
- (e) any other necessary and reasonable out-of-pocket costs expended by the Developer in connection with the design, development, construction, and installation of The Northline PUD Projects;
- (f) all payments arising under any contracts entered into for the design or construction of The Northline PUD Projects; and
- (g) plan review, approval, and inspection fees paid to any governmental agency having jurisdiction to review the plans and construction of The Northline PUD Projects that are charged and paid for review and inspection of The Northline PUD Projects.

6.2 Developer Payment of Costs. All of The Northline PUD Project Costs shall be paid by the Developer as they become due. The Authority shall not bear any part or portion of such costs.

6.3 Developer Financing. The Developer may secure the financing for any or all of The Northline PUD Projects.

6.4 City Engineer Review.

(a) Prior to entering into a contract for construction of one or more of The Northline PUD Projects, or any component thereof, the Developer shall submit the contractors' proposals to the City Engineer for review, evaluation, and approval. The City Engineer shall review the proposals to determine whether the proposals are fair and balanced prior to the Developer awarding a construction contract for one or more of The Northline PUD Projects, or any component thereof. Any unbalanced or skewed proposals that appear to include costs for other infrastructure for The Northline PUD Development in the proposal for The Northline PUD Projects will be appropriately corrected or rejected by the City Engineer and the Developer. The City Engineer's decision to reject a proposal will not be made in an arbitrary or capricious manner. The Developer shall not award a contract that includes any of The Northline PUD Projects until the Developer has received the City

Engineer's written approval of the contractor's proposal, and expenditures made under such a contract prior to receiving the City Engineer's written approval will be disallowed. All utility construction must be unit price bids. The Parties acknowledge that The Northline PUD Projects may, in some cases, be built in conjunction with other improvements for The Northline PUD Development that are not subject to reimbursement under this Agreement, and may be constructed by the owners of other properties that are subject to a similar Development and Reimbursement Agreement. Developer will have each contract proposal separately identify or itemize the construction costs for any of The Northline PUD Projects and other improvements for The Northline PUD Development that are not The Northline PUD Projects.

(b) The City Engineer will timely review and approve all contracts for the construction of each of The Northline PUD Projects, or any component thereof, for compliance with the Applicable Regulations; provided that the selection of the contractor will be at the sole discretion of the Developer. The Developer will award all construction contracts.

(c) The Northline PUD Projects shall be designed and constructed in accordance with the plans and specifications approved by the City (or, with respect to the Gas Line Projects, the plans and specifications approved by Atmos Energy and with respect to the Electric Utility Projects, the plans and specifications approved by PEC or the other applicable utility service provider), the Applicable Regulations, and good engineering practices. The plans for the Gas Line Projects and the Electric Utility Projects shall be approved by the City to the extent, but only to the extent, such approval is required by the Applicable Regulations.

(d) Prior to approving a change order to a contract for construction of one or more of The Northline PUD Projects, the Developer shall submit the change order to the City Engineer for review, evaluation, and approval. The City Engineer shall review the change order to determine whether the change order is fair and balanced prior to the Developer approving the change order. Any unbalanced or skewed change orders that appear to include costs for other infrastructure for The Northline PUD Development in the proposal for The Northline PUD Projects will be appropriately corrected or rejected by the City Engineer and the Developer. The City Engineer's decision to reject a change order will not be made in an arbitrary or capricious manner. The Developer shall not approve a change order for a contract that includes any of The Northline PUD Projects until the Developer has received the City Engineer written approval of the change order, and expenditures made under such a change order prior to receiving the City Engineer's written approval will be disallowed.

(e) The actual Northline PUD Project Costs paid or incurred by the Developer will determine the amount reimbursed to the Developer pursuant to this Agreement; provided that the amount reimbursed to Developer shall not exceed the Maximum Reimbursement Amount. Contractors' invoices shall separately itemize the construction

costs for each of The Northline PUD Projects and other improvements for The Northline PUD Development that are not The Northline PUD Projects.

6.5 City Engineer Responsibilities. The City Engineer will: (1) make recommendations to and advise the Authority on the award of construction contracts by the Developer; (2) review and make recommendations on the Reimbursement Requests; and (3) periodically inspect The Northline PUD Projects, and the various components thereof, during construction. No changes to the plans and specifications or change orders to the construction contracts pertaining to any of The Northline PUD Projects may be made without the written approval of the City Engineer. The City Engineer will reasonably cooperate with the Developer and the Developer's project engineer and will keep the Developer's project engineer fully advised of the City Engineer's findings regarding the bidding process and the construction of The Northline PUD Projects.

6.6 Record Drawings. Upon completion of construction of each of The Northline PUD Projects, and the components thereof, the Developer must provide the Authority with final, "record" drawings in a form approved by the City Engineer.

6.7 Required Certificates. Upon completion of construction of each of The Northline PUD Project, or component thereof, the Developer's engineer must provide the City with a certificate or completion certifying that the construction of The Northline PUD Project, or component, has been completed in accordance with the plans and specifications approved by the City Engineer and that the required "record" drawings have been provided. For a Gas Line Project, the Developer's engineer will also provide the City Engineer with documentation from Atmos Energy that Atmos Energy has accepted the Gas Line Project, and for an Electric Utility Project, documentation from PEC or the other applicable service providers that PEC or such other service providers have accepted the Electric Utility Project, if such acceptance is required for the provision of services.

6.8 Eligible Costs. The Developer will work and coordinate with the Authority and the City Engineer to assure that actual Northline PUD Project Costs are accurately and truly identified and agreed between the Parties as eligible for reimbursement under this Agreement.

ARTICLE 7 PLANS, SPECIFICATIONS, AND PERFORMANCE

7.1 Other Authority Agreements. The City and the Authority hereby further agree as follows:

(a) Permits. The City and the Authority will coordinate and facilitate the issuance of building, construction or other permits and approvals required for The Northline PUD Projects.

(b) Authorized Coordination. The Authority will, as appropriate, authorize the City Engineer to coordinate with the Developer's engineer in a timely manner on specific design requirements, plans, and specifications for The Northline PUD Projects.

(c) Plan Approval. The City Engineer shall review and approve, on behalf of the Authority, all plans for the construction of The Northline PUD Projects that are in compliance with the Applicable Regulations, except that the plans for construction of the Gas Line Projects shall be reviewed and approved by Atmos Energy, and the Developer shall provide the City with a copy of the approved construction plans, and the plans for construction of the Electric Utility Projects shall be reviewed and approved by PEC or the other applicable utility services providers if such review and approval is required for the provision of services.

(d) Required City Engineer Approvals. All approvals of The Northline PUD Projects and the plans and specifications therefore by the City Engineer shall be based on compliance with the Applicable Regulations and this Agreement, and no approvals shall be unreasonably denied, withheld, conditioned, or delayed.

7.2 Permits and Approvals. The City Engineer shall cooperate with the Developer as appropriate and take necessary, reasonable, and appropriate actions on a timely basis to assist the Developer in obtaining any permits, licenses, or other approvals from the City, the County, TxDOT, TCEQ, or any other regulatory authority required for the construction of The Northline PUD Projects.

7.3 Fill Materials. The Developer shall have the right, subject to the approval of the City Engineer, to remove soil and limestone required, if necessary, to construct and to use such materials as fill within the Property.

7.4 Submittal Review. The City Engineer shall conduct a timely review of all submittals by the Developer as each submittal is made, and the City and the Authority will review such submittals individually.

7.5 Project Acceptance.

(a) After completion of construction of each of The Northline PUD Projects, and each of the various components thereof, in accordance with the Applicable Regulations and this Agreement, the Developer will dedicate and the City Engineer shall approve and cause the acceptance of The Northline PUD Projects by the City in a timely manner.

(b) The Developer will grant the City, by subdivision plat or by separate instruments, easements free of any liens or encumbrances, or with such liens and encumbrances subordinated to the easement interests, as may be required for The Northline PUD Projects.

(c) Upon completion of a Gas Line Project, Developer will convey the Gas Line Project to Atmos Energy for ownership, maintenance, and operation.

(d) Upon completion of an Electric Utility Project, Developer will convey such Electric Utility Project to PEC or the other applicable utility service providers if PEC or such provider(s) require conveyance of such Electric Utility Project for the provision of services.

7.6 Perform Under Agreement. The City, the Authority, and the Zone agree to perform their respective duties and obligations under this Agreement in a timely manner, including reimbursement by the authority to the Developer of The Northline PUD Project Costs as provided by this Agreement.

7.7 Other Developer Agreements. The Developer hereby further agrees:

(a) Payment of Fees. To pay to the Authority, the Zone, and the City all fees and charges provided for or established by the Applicable Regulations for or with respect to the development of the Property, except as explicitly approved otherwise by the City;

(b) Dedication. Upon completion of each of The Northline PUD Projects, to dedicate to the City, for ownership, operation, and maintenance, The Northline PUD Projects described in Section 7.5(a) if constructed in substantial accordance with the Applicable Regulations; provided that upon completion of a Gas Line Project, the Developer shall dedicate the Gas Line Projects to Atmos Energy for ownership, operation and maintenance, and upon completion of an Electric Utility Project, the Developer shall dedicate the Electric Utility Project to PEC or the other applicable service provider if PEC or such other provider require dedication of such Electric Utility Project for the provision of services.

(c) Timely Coordination. To coordinate with the City Engineer with respect to specific design requirements and specifications and with respect to the review and approval by the City Engineer of the plans and specifications for The Northline PUD Projects in a timely manner;

(d) Timely Applications. To make, or cause the Developer's engineer to make, timely requests for reviews, approvals, and permits accompanied by documents, plans and specifications compliant with Applicable Regulations; and

(e) Perform Under Agreement. To perform in a timely manner all applicable duties and obligations of the Developer as provided in this Agreement.

7.8 Natural Resource Regulations. The Developer further agrees that The Northline PUD Projects will be constructed in compliance with the applicable state and federal natural resource and environmental laws, rules, and regulations. The Developer is not, however, responsible for water quality problems that are the result of surface water that originates outside the Property.

ARTICLE 8 EMINENT DOMAIN

The Authority agrees to cooperate and facilitate with the City for the City to provide reasonable use of all necessary City lands, rights-of-way, and easements and to provide further required easements or lands in fee simple as may be necessary for construction of The Northline PUD Projects, save and except for any such land and easements within the Property. It is acknowledged that there exists a public necessity for The Northline PUD Projects; that The

Northline PUD Projects will be Authority projects for the benefit of the Zone and the City; and that the Authority agrees to work, cooperate, and facilitate with the City to cause the City to use its power of eminent domain to acquire such lands or easements, if necessary. The Developer shall pay the reasonable costs of any eminent domain proceeding that is initiated under the terms of this Agreement.

ARTICLE 9 ASSIGNMENT

9.1 Assignment. The parties to this Agreement each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all the covenants of this Agreement. No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of the City and such consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, Developer may assign this Agreement to an affiliate, subsidiary or related party that is controlled by the Developer (the "Assignee"); provided that, in order for any assignment to be effective; (a) the assignment must be in writing and signed by both the Developer and the Assignee; (b) the assignment must specifically identify the rights, duties, and obligations assigned and assumed; (c) the Assignee must expressly assume and agree to perform all of the assigned duties and Obligations; and (d) one fully executed original of the assignment must be delivered to the City.

9.2 Memorandum of Agreement. The Parties agree to execute and record a "Memorandum of Agreement" regarding this Agreement, the form of which memorandum shall be determined by the City and Developer, and which shall be recorded within sixty (60) days after the date the execution of this Agreement. Upon termination of this Agreement, the Parties agree to execute and record an appropriate release of this Agreement. This Agreement shall be binding upon the Parties, their successors and assigns.

ARTICLE 10 DEFAULT; REMEDIES

10.1 Notice; Cure; Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of sixty (60) business days after receipt by such Party of notice of default from the other Party (the "Cure Period"), which notice shall specify, in reasonable detail, the nature of the default. Upon the passage of the Cure Period 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 such that it cannot reasonably be cured within the Cure Period, the Party receiving the notice of default may during such Cure Period give the other Party written notice that it has commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as soon as reasonably possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances, and

progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties (such agreement not to be unreasonably withheld); provided, further, that if a default is not cured within the applicable Cure Period, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within the additional ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable within the time mutually agreed by the Parties due to the defaulting Party not being able to obtain a cure within the additional ninety (90) calendar days after the defaulting Party gives written notice that it is commencing cure, then the non-defaulting Party may pursue the remedies set forth in this Agreement.

10.2 Remedies. If a Party is in default under this Agreement, the other Parties have available (to the maximum extent permitted by law) all remedies at law or in equity (including, but not limited to, injunctive relief, specific performance, and mandamus); however, no default by one Party shall constitute or be the basis for a default by a different Party, and no default by a Party shall: (1) entitle any Party to terminate this Agreement except as provided in Section 10.4; (2) entitle any Party to seek monetary damages; (3) relieve the City from its obligation to create and maintain The Northline PUD Project Payment Account within the Tax Increment Fund and to deposit therein the City Tax Increment Receipts and County Tax Increment Receipts; (4) relieve the Authority from its obligation to reimburse verified, completed Northline PUD Project Costs, subject to the terms, conditions, and limitations under this Agreement; or (5) relieve the Developer from complying with each requirement and obligation of the Developer under this Agreement.

10.3 Suspension of Reimbursements. In addition to the remedies set forth in this Article 10, notwithstanding the Cure Period, if the Developer is in default under this Agreement, and the Developer is or becomes entitled to reimbursement by the Authority for Northline PUD Project Costs in accordance with this Agreement, the Authority shall have the right, notwithstanding the Cure Period, upon 30 day's written notice to Developer, to suspend such reimbursements until the default has been cured.

10.4 Partial Termination. In addition to the remedies set forth in this Article 10, if a Party is in default under this Agreement, the Authority may partially terminate this Agreement as to any Northline PUD Project not then completed or under construction upon the condition that further written notice of the intent of the Authority to do so is given to the defaulting Party and to any lenders to or assignees of the defaulting Party that have been identified to the Authority and the lenders and assignees are given an additional ninety (90) days to cure the default.

10.5 Remedies Cumulative. The remedies described in this Article are in addition to and not in replacement of any other remedies at law or inequity that a Party may have as a result of any default under this Agreement.

10.6 Waiver of Immunity. Notwithstanding anything to the contrary herein, the City, the Authority, the Zone and the Developer hereby agree and acknowledge that this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as

amended. The City, the Authority, and the Zone agree that their immunity from suit is waived for purposes of enforcing this Agreement or adjudicating a claim for breach of this Agreement.

ARTICLE 11 FORCE MAJEURE

11.1 Force Majeure. The term "**force majeure**" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; defaults by contractors, suppliers or subcontractors; acts of public enemies, orders of any kind of the government of the United States, including, but not limited to, the State of Texas, Williamson County or the City of Leander, 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; delays in the issuance of any permit or approval; delays in required inspections; or other causes not reasonably within the control of the Party claiming such inability. The term "force majeure" will specifically include an attack by terrorists within the United States that results in a disruption of the financial markets for a period of more than one (1) week.

11.2 Notice of Force Majeure. 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 Parties within thirty (30) days after the occurrence thereof.

11.3 Suspension. The obligations of the Party giving such notice, to the extent affected 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.

11.4 Settlement of Strikes. 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.

ARTICLE 12 NOTICES AND MISCELLANEOUS PROVISIONS

12.1 Written Notice. Any notice to be given hereunder by any Party to another Party shall be in writing and may be affected by personal delivery; by sending said notices by registered or certified mail, return receipt requested; by sending said notices by nationally recognized overnight delivery service; or by sending said notices by electronic mail or by facsimile, to the address set forth below, or such other person or address as a Party designates in writing. Notice shall be deemed given and received when received if by personal delivery; on the second business day after deposit in the mail, on the first business day after deposit with a nationally recognized overnight delivery service, or on the date of transmission if sent by electronic mail or by facsimile, provided a copy of said notice is deposited the same day in

the mail or with an overnight delivery service as provided above. The addresses of the Parties are as follows:

If to the City: City of Leander
Attn: City Manager
P.O. Box #319
200 West Willis Street
Leander, Texas 78646-0319
Facsimile: (512) 259-1605
Email: kcagle@leandertx.gov

If to the Authority: Leander TIRZ
Leander Development Authority
P.O. Box #319
200 West Willis Street
Leander, Texas 78646-0319
Facsimile: (512) 259-1605
Email: dcrabtree@leandertx.gov

With required copy to: The Knight Law Firm, LLP
223 W. Anderson Lane, Suite A-105
Austin, Texas 78752
Facsimile: (512) 323-5773
Email: Paige@cityattorneytexas.com

If to Developer: AREA Leander 1 LP
Attn: Alex Tynberg, General Partner
2501 Tarryhill Place
Austin, Texas 78703
Facsimile: (512) 597-8897
Email: atynberg@tynberg.com

With required copy to: R. Alan Haywood
Graves, Dougherty, Hearon & Moody
401 Congress Avenue, Suite 2200
Austin, Texas 78701
Facsimile: (512) 480-5631
Email: ahaywood@gdhm.com

If to the Zone: Reinvestment Zone Number One, City of Leander, Texas
Attn: Board Chair
P.O. Box #319
200 West Willis Street
Leander, Texas 78646-0319
Facsimile: (512) 259-1605
Email: dcrabtree@leandertx.gov

12.2 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

12.3 Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Developer, the City, the Zone, and the Authority.

12.4 Attorney Fees. A Party shall not be liable to another Party for attorney fees or costs incurred in connection with any litigation between the parties, in which a Party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

12.5 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

12.6 Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

12.7 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, the Zone, and the Authority, 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, the Zone, and the Authority enter 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.

12.8 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 Developer.

12.9 Exhibits, Headings, Construction. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa.

12.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

12.11 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

12.12 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The Authority certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its bylaws and City Ordinances. The Zone certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its governing statute and City Ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Developer.

12.13 Anti-Boycott Verification. To the extent this Amendment and the Agreement constitute 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 Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Amendment or the 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.

12.14 Iran, Sudan and Foreign Terrorist Organizations. To the extent this Amendment or the 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.

[signature pages follow]

EXECUTED as of this 28th day of August, 2018, and effective upon execution by all Parties (the "Effective Date").

CITY OF LEANDER, TEXAS

By: Troy Hill
TROY HILL, MAYOR

ATTEST:

Dana Crabtree
CITY SECRETARY

APPROVED AS TO FORM:

By: Paye Sy
CITY ATTORNEY

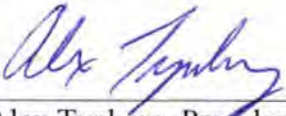
DATE: 8-28, 2018

LEANDER DEVELOPMENT AUTHORITY

By: 
Name: Kent Cagle
Title: Board Chairman

AREA LEANDER 1 LP

By: Area One Properties, LLC, a Texas
limited liability company,
its General Partner

By: 
Alex Tynberg, President

REINVESTMENT ZONE NUMBER ONE, CITY OF LEANDER

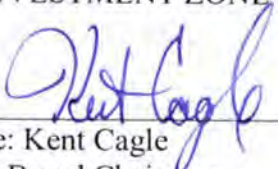
By:  _____
Name: Kent Cagle
Title: Board Chairman

EXHIBIT A

DESCRIPTION OF PROPERTY

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.

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:



PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wards.com
www.4wards.com

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 I 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 I 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 I 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 I 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 of 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

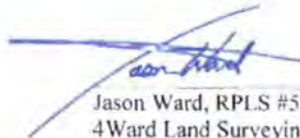
- 3) **S69°24'42"W**, a distance of **1,157.38** feet to a 1/2-inch iron rod with "Ward-5811" cap set for the southwest corner hereof, said point being the northwest corner of said 100.000 acre Austin Community College District tract, and being in the east right-of-way line of said Mel Mathis Boulevard;

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)


Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

2/1/17



EXHIBIT A-2



DOROTHY R. WINTERS EXEMPT FAMILY TRUST
WILLIAM MANCIL SURVEY, ASTRACK 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, ASTRACK 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

Page 1 of 3



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;

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Phone (512)267-7430 • Fax (512)836-8385

Page 2 of 3



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;

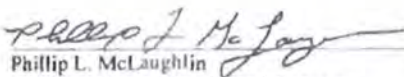
THENCE leaving the common line of said 159.838 Acre Tract and said 269.836 Acre Tract and continuing over and across said 159.838 Acre Tract with the easterly line of said 0.821 Acre Tract, same being the westerly line of the herein described tract, the following two (2) courses:

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
Registered Professional Land Surveyor
State of Texas No. 5300

07-19-16

Bearings are based on the Texas Coordinate System, NAD 83, Central Zone.

G&R Surveying Project No. 16240
ATTACHMENTS: 16240 GR-ALTA.DWG



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Phone (512)267-7430 • Fax (512)836-8385

Page 3 of 3

EXHIBIT A-3

EXHIBIT "A"

Talbot Chambers Survey, Abstract No. 125

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:



P.O. Box 90876
Austin, TX 78709
512.537.2384
jward@4wards.com
www.4wards.com

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 I, 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.

EXHIBIT B

ESTIMATED DEVELOPER COSTS OF THE NORTHLINE PUD PROJECTS – PHASE 1*

<i>NAME</i>	<i>ESTIMATED COST</i>
1. WATER PROJECTS	
A. Water lines and systems	\$ <u>1,285,000.00</u>
TOTAL \$	<u>1,285,000.00</u>
2. SEWER PROJECTS	
A. Wastewater lines and systems	\$ <u>1,375,000.00</u>
TOTAL \$	<u>1,375,000.00</u>
3. DESIGN ENHANCEMENT PROJECTS - PARK PROJECTS	
A. Central Town Square Park	\$ <u>2,167,000.00</u>
TOTAL \$	<u>2,167,000.00</u>
4. GAS LINE PROJECTS	
A. Lines and system	\$ <u>980,000.00</u>
TOTAL \$	<u>980,000.00</u>
5. ELECTRIC UTILITY PROJECTS	
A. Electrical lines and system	\$ <u>2,550,000.00</u>
TOTAL \$	<u>2,550,000.00</u>
NORTHLINE PROJECTS – PHASE 1 TOTAL	<u>\$ 8,357,000.00</u>

* All costs shown are estimates and subject to change based upon the bidding process.

** Assumes building out only approximately ½ of San Gabriel Parkway from middle of Block B to 183A (comprising 1,121 linear feet), assumes 1 deceleration lane on 183A, and assumes the build out of Mel Mathis Avenue south of College Way only to address the installation of the bypass drainage within Mel Mathis and utility lines needed for the development of Northline blocks south of College Way, etc.

**ESTIMATED COSTS OF THE
NORTHLINE PROJECTS – OPTIONAL PHASE 1*****

	NAME	ESTIMATED COST
1.	TRANSPORTATION PROJECTS	
A.	Streets	\$ 500,000.00
B.	Traffic Infrastructure	\$ 68,000.00
C.	Sidewalks	\$ 245,000.00
D.	Street Trees and Landscaping	\$ 450,000.00
E.	Sidewalk Amenities	\$ 250,000.00
F.	Street Lighting	\$ 355,000.00
	TOTAL	\$ 1,868,000.00
2.	DRAINAGE PROJECTS	
A.	Drainage and Water Quality Infrastructure	\$ 109,000.00
	TOTAL	\$ 109,000.00
3.	WATER PROJECTS	
A.	Water lines and systems	\$ 408,000.00
	TOTAL	\$ 408,000.00
4.	SEWER PROJECTS	
A.	Wastewater lines and systems	\$ 437,000.00
	TOTAL	\$ 437,000.00
5.	DESIGN ENHANCEMENT PROJECTS- PARK PROJECTS	
A.	Civic Spaces	\$ 500,000.00
	TOTAL	\$ 500,000.00

6. GAS LINE PROJECTS

A. Lines and system

\$ 230,000.00
TOTAL \$ 230,000.00

7. ELECTRIC UTILITY PROJECTS

A. Electrical lines and system

\$ 600,000.00
TOTAL \$ 600,000.00

NORTHLINE PROJECTS – OPTIONAL PHASE 1 TOTAL \$ 4,152,000.00

***** Optional Phase 1 refers to additional infrastructure that may be constructed during Phase 1 of The Northline PUD.**

**NORTHLINE PROJECTS – PHASE 1 AND
OPTIONAL PHASE 1 TOTAL**

\$ 12,509,000.00

EXHIBIT C

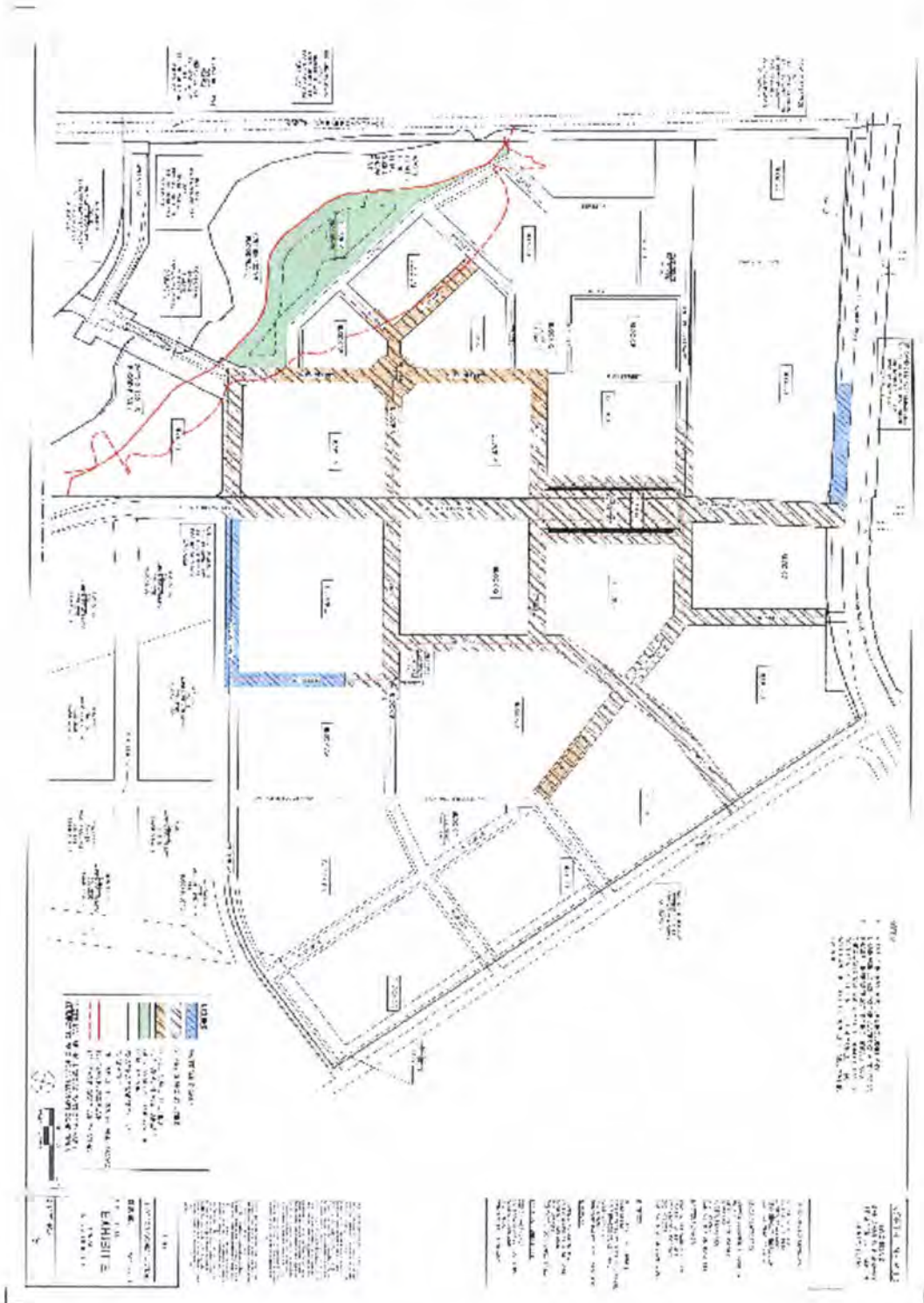
The Northline PUD Projects

The following, in connection with **Exhibit C-1**, is a general description of The Northline PUD Projects.

1. The remainder of the street, sidewalks, traffic infrastructure, street lighting, and street trees and landscaping, sidewalk amenities, and related improvements for portions of those streets located within Phase 1 and Optional Phase 1 (to the extent developed in Phase 1)* that are not included within the City Improvements.
2. The remainder of the drainage lines and related facilities and improvements located within the streets located within Phase 1 and Optional Phase 1 (to the extent developed in Phase 1), and the water quality pond and its related facilities and improvements that are not included within the City Improvements.
3. Water lines and related facilities and improvements located within the streets located within Phase 1 and Optional Phase 1 (to the extent developed in Phase 1) that are not included within the City Improvements.
4. Wastewater lines and related facilities and improvements located within the streets located within Phase 1 and Optional Phase 1 (to the extent developed in Phase 1) that are not included within the City Improvements.
5. The remainder of the cost of the improvements to the central town square park (labeled as Civic Space P-1) located within Phase 1 and Civic Spaces P-4 and P-7 located in Optional Phase 1 that are not included within the City Improvements and short-term operation and maintenance costs for such park, and additional civic space.
6. All of the costs for the installation of natural gas and electric lines, systems, equipment and related facilities within Phase 1 and Optional Phase 1 (to the extent developed in Phase 1).

* Optional Phase 1 is reflected on **Exhibit C-1**.

EXHIBIT C-1





From:
Dara Crabtree
City Secretary
(512) 528-2743
dcrabtree@leandertx.gov

STATE OF TEXAS

§

CERTIFIED COPY

§

COUNTY OF WILLIAMSON

§

I, the undersigned, hereby certify the Amendment of the Northline PUD Development and Reimbursement Agreement is a complete, true and correct copy, as the same appears in the records of my office, and that said records are kept and maintained as official records of the City of Leander, Texas, a Texas political subdivision, and are kept in the offices of the City in its regular course of business.

I further certify that I am the City Secretary of the City of Leander, Texas, that I am the custodian of the records of the City, and that I have lawful possession and custody of its files and records.

In witness whereof, I have hereunto set my hand this 9 day of August, 2021.

DARA CRABTREE, CITY SECRETARY

[Seal]



AMENDMENT OF THE NORTHLINE PUD DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Amendment of The Northline PUD Development and Reimbursement Agreement (this "**Amendment**") is made, entered into, and effective as of the Effective Date, as defined below, by and among the CITY OF LEANDER, TEXAS, a home rule municipality (the "**City**"); the LEANDER DEVELOPMENT AUTHORITY, a non-profit corporation formed pursuant to *Subchapter D, Chapter 431, Texas Transportation Code*, and the *City Charter* of the City of Leander (the "**Authority**"); REINVESTMENT ZONE NUMBER ONE, CITY OF LEANDER, TEXAS, a legal entity created by the City pursuant to *Chapter 311, Texas Tax Code* (the "**Zone**"); and NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC, a Texas limited liability company (the "**Developer**").

WHEREAS, the City executes this Amendment for the limited purposes of: (1) approving this Amendment as a contractual obligation of the Authority; (2) approving the use of the funds in The Northline PUD Project Payment Account by the Authority to reimburse the Developer for The Northline PUD Project Costs; and (3) to hold the rights and obligations expressly set forth herein as rights and obligations of the City;

WHEREAS, the Zone executes this Amendment for the limited purposes of: (1) approving this Amendment as a contractual obligation of the Authority; (2) approving the use of the funds in The Northline PUD Project Account by the Authority to reimburse the Developer for The Northline PUD Project Costs; and (3) to hold the rights and obligations expressly set forth herein as rights and obligations of the Zone; and

WHEREAS, Developer is the owner of approximately 115.7076 acres of the real property covered by the Agreement (as defined below), and is the successor-in-interest of AREA Leander 1, LP, a Texas limited partnership, having received an assignment of all of the Developer's right, title, and interest in and to all amounts, payments and credits due and payable to Developer under the Agreement with respect to the Property covered by the Agreement by Assignment of Developer's Interest in The Northline PUD Development and Reimbursement Agreement dated June 11, 2019, and recorded under Document No. 2019056973 in the Official Public Records of Williamson County, Texas.

Section 1. DEFINITIONS. Words and phrases used in this Amendment shall, if defined in the Agreement and not specifically modified in this Amendment, have the same definitions and meanings as provided in the Agreement.

Section 2. DEVELOPMENT AND REIMBURSEMENT AGREEMENT CONTROLLING. The terms, conditions, and provisions of The Northline PUD Development and Reimbursement Agreement dated effective August 28, 2018, by and among the City, the Authority, the Zone, and AREA Leander 1, LP (the "**Original Agreement**"), shall be and remain in full force and effect for all purposes, save and except as amended and modified below. Words and phrases used in this

Amendment shall, if defined in the Agreement and not specifically modified by this Amendment, shall have the definition and meaning as provided in the Agreement. The Original Agreement, as amended by this Amendment, is hereby referred to as the "Agreement".

Section 3. LIMITED PURPOSES OF AMENDMENT. The purposes of this Amendment are to amend the Original Agreement to provide that The Northline PUD Projects be amended to include the Subsequent Phases Projects (as hereinafter defined) and to increase the Maximum Reimbursement Amount to include the estimated costs of the Subsequent Phases Projects as well as increases in costs of the original The Northline PUD Projects resulting from changes in scope and design, on the terms, conditions, and limitations as provided in this Amendment.

Section 4. BENEFITS; CONSIDERATION. The Developer will benefit from being reimbursed certain additional costs and by virtue of the improved feasibility for the current development of the Property, the financial benefit of the reimbursements for the Subsequent Phases Projects, and the City services that will be made available to the Property. The Authority, the Zone, and the City will benefit from the construction of Subsequent Phases Projects, the full development of the Property within the TODD PUD, the increased enhancement of land values in properties that will be served by Subsequent Phases Projects, and resulting tax revenues that the City and the County will realize. The consideration for this Amendment are the foregoing benefits to the Parties, the mutual covenants, agreements, and promises set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

Section 5. AMENDMENTS OF AGREEMENT. Accordingly, the Parties agree that effective as of August 5, 2021, the Original Agreement is amended as follows:

5.1 Subsequent Phases Projects. In addition to the original The Northline PUD Projects, and increases in the costs for such projects as identified and depicted on Exhibit A attached to this Amendment and made a part hereof as the Phase 1.1 - Infrastructure, Phase 1.1 San Gabriel Pkwy Improvements, and the Phase 1.1 183A/Weatherby Decel, the Subsequent Phases Projects for which the Developer will be eligible for reimbursement, subject to the terms and conditions of the Agreement, as amended hereby are: (a) the Subsequent Phases Transportation Projects; (b) the Subsequent Phases Design Enhancement Projects; (c) the Subsequent Phases Drainage Projects; (d) the Subsequent Phases Water Projects; (e) the Subsequent Phases Sewer Projects; (f) the Subsequent Phases Gas Line Projects; and (g) the Subsequent Phases Electric Utility Projects as identified and depicted on Exhibit A attached to this Amendment and made a part hereof as the Phase 1.2 - Blocks S/T/U, Phase 1.2 - Blocks L/M and C/D, and Phase 1.3 - Blocks A,B. Completion of the design of the Subsequent Phases Projects may produce more detailed descriptions of the Subsequent Phases Projects, and such descriptions that are approved by the City Engineer and the Developer shall control to the extent of any conflict with descriptions of such improvements set forth in Exhibit A; provided that in no event will the Maximum Reimbursement Amount be exceeded. The definition of The Northline PUD Project is amended to include the Subsequent Phases Projects.

5.2 Project Plan. The Board has or will recommended approval of, and the City Council has approved or will approve, a Project Plan that includes certain water, sewer, transportation, and other improvements identified in this Agreement as Subsequent Phases Projects that are eligible under

the Act for reimbursement from the Zone. The Authority finds that the Subsequent Phases Projects are authorized by the Act, are consistent with and are or will be included in the Project Plan, and are appropriate for reimbursement pursuant to the Agreement.

5.3 Reimbursement of Subsequent Phases Costs. Subject to the terms of the Agreement, and the Developer's full and timely performance of, and compliance with, each of the requirements set forth in the Agreement, the Authority shall reimburse the Developer for The Northline PUD Project Costs up to the Maximum Reimbursement Amount from The Northline PUD Project Payment Account. It is acknowledged that in addition to the Agreement, the City, the Authority, and Zone have entered into the City TIRZ Agreement. It is agreed that no reimbursements for The Northline PUD Projects Costs, including the costs of the Subsequent Phases Projects added to The Northline PUD Projects by this Amendment, shall be paid to the Developer until the City has received sufficient reimbursements under the City TIRZ Agreement to pay the amount of the debt service payments (principal and interest) actually paid by the City with respect to the Bonds and sufficient Tax Increment Funds are being deposited into The Northline PUD Fund to pay for the debt service payments for the Bonds due during the fiscal year in which the Tax Increment Funds are received. To the extent there are any remaining Tax Increment Funds deposited in The Northline PUD Fund available to be paid in excess of the amount of the current and accrued debt service on the Bonds paid to the City above, such excess funds shall be paid to Developer to reimburse the Developer for the reimbursable costs of The Northline PUD Projects up to the Maximum Reimbursement Amount as further provided in the Agreement.

(b) It is further acknowledged that portions of the land within The Northline PUD are located within properties that are subject to the existing RB 270 TIRZ Agreement and the TVI TIRZ Agreement. The Parties confirm and agree that the Developer's right to receive reimbursements from Zone for the The Northline PUD Project Costs, including the costs of the Subsequent Phases Projects added to The Northline PUD Projects by this Amendment, under the Agreement, shall continue to be subordinate and inferior to the rights of the Developer to receive reimbursements under the RB 270 TIRZ Agreement and the TVI TIRZ Agreement with respect to the Tax Increment Funds attributable to the portions of The Northline PUD that are subject to the RB 270 TIRZ Agreement and the TVI TIRZ Agreement, as further provided in Section 5.6(a)(4) of the Original Agreement.

5.6 Estimated Costs of The Northline PUD Projects. The Estimated Developer Costs of The Northline PUD Projects - Phase I and the Estimated Costs of the Northline Projects - Optional Phase I attached Exhibit B to the Agreement is hereby deleted in its entirety, and Exhibit B attached to this Amendment is substituted in the place and stead thereof. All references in the Agreement to "Exhibit B" shall mean and refer to Exhibit B attached to this Amendment.

5.7 Maximum Reimbursement Amount. Section 2.24 of the Agreement is amended to provide that the "**Maximum Reimbursement Amount**" shall mean the lesser of (1) the actual costs to design, construct, and install The Northline PUD Projects, or (ii) \$27,250,000.00, reduced as provided in Section 2.24 of the Agreement.

5.8 Termination of Reimbursement Obligation. Section 5.6(a)(3) of the Agreement is amended in its entirety to read as follows:

It is expressly agreed that the obligation of the City, the Zone, and the Authority to make and approve payments to the Developer from The Northline PUD Fund shall terminate (a) if applications for site plans and/or building permits for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within The Northline PUD have not been filed on or before the expiration of five (5) years after the Effective Date of this Agreement; or (b) if Certificates of Occupancy for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within The Northline PUD have not been issued on or before the expiration of six and one-half (6 1/2) years after the Effective Date of this Agreement; or (c) if applications for site plans and/or building permits for not less than 200,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within The Northline PUD have not been filed on or before the expiration of eight (8) years after the Effective Date of this Agreement; or (d) if Certificates of Occupancy for not less than 200,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within The Northline PUD have not been issued on or before the expiration of nine and one-half (9 1/2) years after the Effective Date of this Agreement. Non-residential units does not include multi-family units. It is expressly agreed that the obligation of the City, Zone, and the Authority to make and approve payments to the Developer from The Northline PUD Fund to reimburse the costs of the Subsequent Phases Projects shall terminate (a) if applications for site plans and/or building permits for not less than a total of 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units within The Northline PUD have not been filed with the City on or before August 27, 2027; or (b) if Certificates of Occupancy for not less than a total of 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units within The Northline PUD have not been issued on or before February 27, 2029. The term non-residential uses does not include multi-family uses.

Section 6. Miscellaneous.

6.1 **Entire Agreement.** This Amendment, together with the Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

6.2 **Binding Effect.** The terms and provisions hereof shall be binding upon the Developer and its successors and assigns.

6.3 **Counterparts.** This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

6.4 Anti-Boycott Provision. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (a) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that Developer does not boycott Israel and will not boycott Israel during the term of this Agreement.

[separate signature pages follow]

EXECUTED as of this 5th day of August, 2021, and effective upon execution by all Parties (the "Effective Date").

LEANDER DEVELOPMENT AUTHORITY

By: C. Sederquist
Name: Christine Sederquist
Title: Mayor / Development Authority Board Chair

THE STATE OF TEXAS

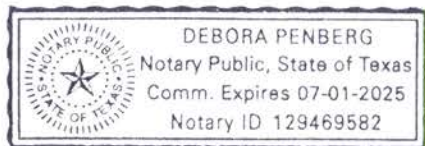
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COUNTY OF WILLIAMSON

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 5th day of August, 2021, personally appeared Christine Sederquist, on behalf of the Leander Development Authority, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.



Debora Penberg
Notary Public - State of Texas

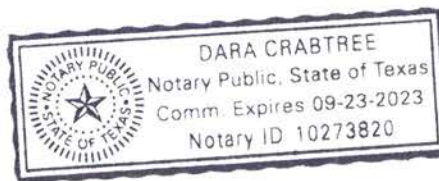
NORTHLINE LEANDER DEVELOPMENT COMPANY

By: *Alex Tynberg*
Alex Tynberg, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 5 day of August, 2021, by Alex Tynberg, as President of NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC, a Texas limited liability company, on behalf of said limited liability company.

Dara Crabtree
NOTARY PUBLIC, State of Texas



CITY OF LEANDER, TEXAS

By: C. Sederquist
Christine Sederquist, Mayor

ATTEST:

Dara Crabtree
Dara Crabtree, City Secretary

APPROVED AS TO FORM:

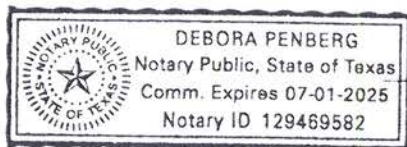
Paige Saenz
Paige Saenz, City Attorney

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 5th day of August, 2021, personally appeared Christine Sederquist, Mayor, on behalf of the City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.



Debora Penberg
Notary Public - State of Texas

REINVESTMENT ZONE NUMBER ONE, CITY OF LEANDER

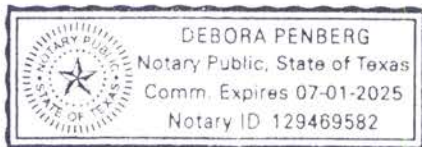
By: C. Sederquist
Name: Christine Sederquist
Title: Mayor / TIRZ Board Chair

THE STATE OF TEXAS

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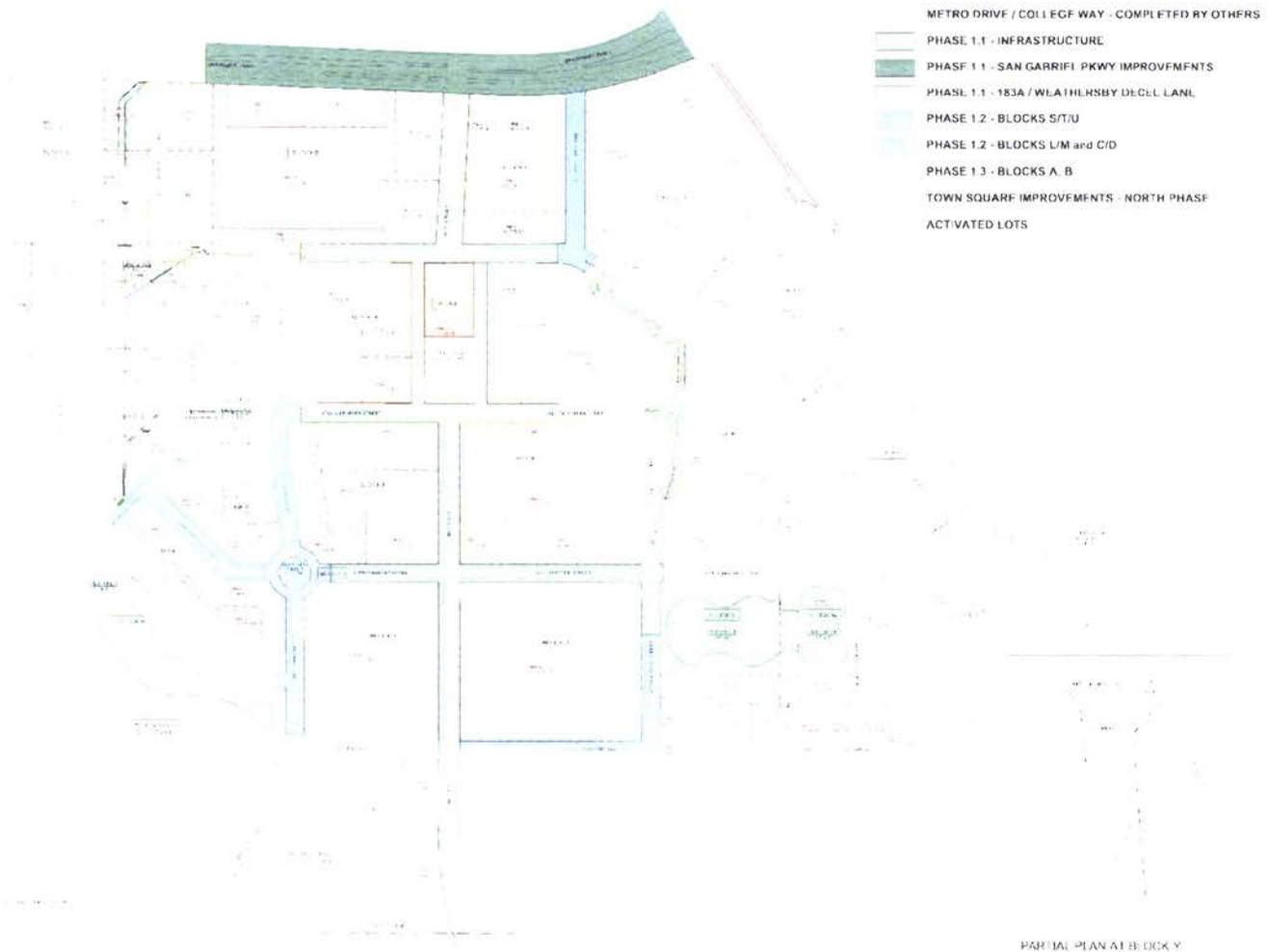
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 5th day of August, 2021, personally appeared Christine Sederquist, on behalf of the Reinvestment Zone Number One, City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.



Debora Penberg
Notary Public - State of Texas

EXHIBIT A



PARTIAL PLAN AT BLOCK Y

LOT AREAS
NORTH, NE



DAVID M. SCHWARTZ ARCHITECTS

Amendment to The Northline PUD Development and Reimbursement Agreement
07/06/21

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation

EXHIBIT B

ESTIMATED DEVELOPER COSTS OF THE NORTHLINE PUD PROJECTS*

<i>NAME</i>	<i>ESTIMATED COST</i>
1. WATER PROJECTS**	
A. Water lines and systems	TOTAL \$4,651,457
2. SEWER PROJECTS	
A. Wastewater lines and systems	TOTAL \$ 1,418,282
3. DESIGN ENHANCEMENT PROJECTS	
A. Town Square and other Civic Spaces	TOTAL \$ 350,000
4. GAS LINE PROJECTS	
A. Lines and system	TOTAL \$ 1,114,466
5. ELECTRIC UTILITY AND TELECOM PROJECTS	
A. Electrical lines and system	TOTAL \$ 5,842,542
6. TRANSPORTATION PROJECTS	
A. Streets	\$3,724,963
B. Traffic Infrastructure	\$ 522,736
C. Sidewalks	\$2,242,558
D. Street Trees and Landscaping	\$2,522,877
E. Sidewalk Amenities	\$ 911,039
F. Street Lighting	<u>\$ 1,331,519</u>
	TOTAL \$11,255,692
7. DRAINAGE PROJECTS	
A. Drainage and Water Quality Infrastructure	<u>TOTAL \$2,617,561</u>
NORTHLINE PUD PROJECTS	TOTAL \$ <u>27,250,000.00</u>

* All costs shown are estimates and subject to change based upon the bidding process.

** Water Costs include Reclaimed Water. The Reclaimed Water subtotal is \$1,328,977, including \$250,000 of the cost to extend offsite reclaimed water infrastructure from the City's Wastewater Treatment Facility to the Northline site. Extension of the offsite reclaimed water infrastructure is subject to approval of a construction contract for such purposes by the City Council.

EXHIBIT B-1

ESTIMATED DEVELOPER COSTS OF THE NORTHLINE PUD PROJECTS – PHASE 1* ADOPTED WITH THE ORIGINAL AGREEMENT

<i>NAME</i>	<i>ESTIMATED COST</i>
1. WATER PROJECTS	
A. Water lines and systems	\$ <u>1,285,000.00</u>
TOTAL	\$ 1,285,000.00
2. SEWER PROJECTS	
A. Wastewater lines and systems	\$ <u>1,375,000.00</u>
TOTAL	\$ 1,375,000.00
3. DESIGN ENHANCEMENT PROJECTS - PARK PROJECTS	
A. Central Town Square Park	\$ <u>2,167,000.00</u>
TOTAL	\$ 2,167,000.00
4. GAS LINE PROJECTS	
A. Lines and system	\$ <u>980,000.00</u>
TOTAL	\$ 980,000.00
5. ELECTRIC UTILITY PROJECTS	
A. Electrical lines and system	\$ <u>2,550,000.00</u>
TOTAL	\$ 2,550,000.00
NORTHLINE PROJECTS – PHASE 1 TOTAL	\$ <u>8,357,000.00</u>

* All costs shown are estimates and subject to change based upon the bidding process.

** Assumes building out only approximately ½ of San Gabriel Parkway from middle of Block B to 183A (comprising 1,121 linear feet), assumes 1 deceleration lane on 183A, and assumes the build out of Mel Mathis Avenue south of College Way only to address the installation of the bypass drainage within Mel Mathis and utility lines needed for the development of Northline blocks south of College Way, etc.

**ESTIMATED COSTS OF THE
NORTHLINE PROJECTS – OPTIONAL PHASE 1*****

	NAME	ESTIMATED COST
1.	TRANSPORTATION PROJECTS	
A.	Streets	\$ 500,000.00
B.	Traffic Infrastructure	\$ 68,000.00
C.	Sidewalks	\$ 245,000.00
D.	Street Trees and Landscaping	\$ 450,000.00
E.	Sidewalk Amenities	\$ 250,000.00
F.	Street Lighting	\$ 355,000.00
	TOTAL	\$ 1,868,000.00
2.	DRAINAGE PROJECTS	
A.	Drainage and Water Quality Infrastructure	\$ 109,000.00
	TOTAL	\$ 109,000.00
3.	WATER PROJECTS	
A.	Water lines and systems	\$ 408,000.00
	TOTAL	\$ 408,000.00
4.	SEWER PROJECTS	
A.	Wastewater lines and systems	\$ 437,000.00
	TOTAL	\$ 437,000.00
5.	DESIGN ENHANCEMENT PROJECTS- PARK PROJECTS	
A.	Civic Spaces	\$ 500,000.00
	TOTAL	\$ 500,000.00

6. GAS LINE PROJECTS

A.	Lines and system	\$	<u>230,000.00</u>
TOTAL		\$	<u>230,000.00</u>

7. ELECTRIC UTILITY PROJECTS

A.	Electrical lines and system	\$	<u>600,000.00</u>
TOTAL		\$	<u>600,000.00</u>

NORTHLINE PROJECTS – OPTIONAL PHASE 1 TOTAL \$ 4,152,000.00

*** Optional Phase 1 refers to additional infrastructure that may be constructed during Phase 1 of The Northline PUD.

<u>NORTHLINE PROJECTS – PHASE 1 AND</u>	
<u>OPTIONAL PHASE 1 TOTAL</u>	\$ <u>12,509,000.00</u>

EXHIBIT C

The Northline PUD Projects

The following is a general description of The Northline PUD Projects.

1. The street, sidewalks, traffic infrastructure, street lighting, and street trees and landscaping, sidewalk amenities, and related improvements for portions of those streets located within The Northline PUD that are not included within the City Improvements.
2. The drainage lines and related facilities and improvements located within the streets located within The Northline PUD and the water quality ponds and their related facilities and improvements that are not included within the City Improvements.
3. Water lines and related facilities and improvements located within the streets located within The Northline PUD that are not included within the City Improvements.
4. Wastewater lines and related facilities and improvements located within the streets located within The Northline PUD that are not included within the City Improvements.
5. The remainder of the cost of the improvements to Town Square that are not included within the City Improvements.
6. All of the costs for the installation of natural gas and electric lines, systems, equipment and related facilities within Phase 1.1, Phase 1.2, Phase 1.3, and Town Square.

① City of Leander
E PO Box 319
Leander, TX 78646

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2021122114

CERT Fee: \$89.00
08/12/2021 11:32 AM DLAM



Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas



**MINUTES
TAX INCREMENT REINVESTMENT ZONE (TIRZ)
NO. 1 MEETING
CITY OF LEANDER, TEXAS**

Development Services -San Gabriel Conference Room
201 North Brushy Street - Leander, Texas
Friday, November 8, 2024
Regular Meeting at 8:00 AM



Place 1 - Christine DeLisle, Chair
Place 2 – Cynthia Long
Place 3 – Bob Biles

Place 4 – Rachel Lunceford
Place 5 –Kelsey Stone
Staff Liasion – Dara Crabtree

REGULAR MEETING

1. Open Meeting.

Opened meeting at 8:01 a.m.

2. Roll Call.

Roll call reflected all present with Commissioner Stone arriving at 8:02 a.m.

CONSENT AGENDA: ACTION

Motion: Approve the minutes from July 15, 2024.

By: Board Member Long

Seconded: Board Member Lunceford

Vote: 4 - 0 (*Board Member Stone arrived after vote.*)

3. Approval of the minutes for meeting held on July 15, 2024

REGULAR AGENDA

4. Discuss and consider action on a Second Amendment of the Northline PUD Development and Reimbursement Agreement.

Motion: Approve Second Amendment of the Northline PUD Development and Reimbursment Agreement.

By: Board Member Long

Seconded: Board Member Biles

Vote: 5 - 0

5. Adjournment

Adjourned at 8:21 a.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Discuss and consider action on the annual appointment of the Tax Increment Reinvestment Zone (TIRZ) No. 1 Board Chair for a term from January 1, 2025 through December 31, 2025.

BACKGROUND:

That the City Council's creation of the Tax Increment Reinvestment Zone No. 1 (TIRZ) enabled the proper planning, layout, financing and construction within the Zone of a system of public streets and roadways, and water, wastewater and drainage systems, to improve traffic flow and access, public safety, eliminate some conditions that endanger life or property, and provide facilities necessary to the public safety, health and welfare, while significantly enhancing the Reinvestment Zone Number One to value of all the taxable real property in the Zone and the economic well being of the general public.

Ordinance No. 06-029-00 creating the TIRZ No. 1 Board, adopted September 7, 2006, states the City Council shall annually appoint a member of the Board to serve as Chair for a one (1)- year term beginning January 1st and ending December 31st. The Board may elect a Vice-Chair to serve in the absence of the Chair, and other Officers as appropriate. This item will provide the City Council an opportunity to satisfy the requirement of the annual appointment of the Chair to the TIRZ No. 1 Board.

Current Boardmembers are as follows: Place 1 Christine DeLisle (currently serving as Chair), Place 2 Cynthia Long, Place 3 Robert Biles, Place 4 Rachel Lunceford, and Place 5 Kelsey Stone (Williamson County's Appointment).

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. TIRZ & DA Board of Directors

Sec. 11.05.033 Board of directors

TIRZ #1 shall be governed by a five (5) person board of directors (the board). One member of the board may be appointed by the Williamson County commissioners court (the county). The board of trustees of the LISD and the board of the WCID have, in writing, prior to the date hereof, waived appointment of a board member. Four members of the board shall be appointed by the city council. If the county waives the appointment of a board member, the position shall be filled by a city council appointment.

(1) Qualifications. Each member of the board shall be a qualified voter of the city or county, as applicable, or a person eighteen (18) years of age or older, who owns real property within TIRZ #1.

(2003 Code, sec. 11.423)

(2) Term of office. The members of the board shall be identified by place numbers one (1) through five (5). Board members shall serve two-year terms, with the term beginning on November 1st of the year of appointment and expiring on October 31st two years later. The term for board members 2 and 4 shall begin on November 1st following the general election of the mayor and city council places 2 and 4, and shall expire on October 31st two years later. The term for board members 1, 3, and 5 shall begin on November 1st following the general election of city council places 1, 3, and 5, and shall expire on October 31st two years later. (Ordinance 18-019-00, sec. 12, adopted 4/19/18)

(3) Officers. The city council shall annually appoint a member of the board to serve as chair of the board for a one-year term beginning January 1st and ending December 31st. The board may elect a vice-chair to serve in the absence of the chair, and other officers as appropriate.

(4) Meetings. The board may hold its meetings at any place within the city as the board may from time to time determine; provided that, in the absence of any such determination by the board, the meetings shall be held at the Pat Bryson Municipal Hall or the city hall. The board shall conduct its meetings in accordance with the requirements of the act and the Texas Open Meetings Act, chapter 551, Tex. Gov't. Code, as amended. Regular meetings of the board shall be held at such times and places as shall be designated, from time to time, by resolution of the board. Notice of regular meetings need not be given to each of the directors, but public notice of each meeting shall be given in the manner prescribed by law. Special meetings of the board shall be held whenever called by the chair, or the vice-chair in the absence of the chair, or upon advice of or request by the mayor. A majority of the directors fixed by this division shall constitute a quorum for board meetings. The act of a majority of the directors present at a meeting at which a quorum is in attendance, but not less than three, shall constitute the act of the board, unless the act of a greater number is required by law.

(5) Authority. The board shall have the authority specifically given to the board in chapter 311, Tex. Tax. Code. The board shall also have such other authority as is lawfully delegated by the city council acting by a written resolution or ordinance. Action by the board that is expressly or impliedly provided in chapter 311, or by other state law, to be subject to approval by the city council shall not be effective until approved in writing by the city council.

(6) Duties. The board shall perform each duty and obligation required by chapter 311 to be performed by the board, any project or plan approved by the council, and each such duty and obligation lawfully imposed on the board by the city council consistent with chapter 311.

(7) Preparation of plans. The board shall make recommendations to the city council concerning the administration of the zone. It shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the zone, as described in section 311.011 of the act, and shall submit such plans to the city council for its approval. The city council hereby delegates to the board all powers necessary to prepare the project plan and reinvestment zone financing plan, subject to approval by the city council, including the power to employ any necessary consultants, that may be reasonably necessary or convenient to assist the board in the preparation of the project plan and reinvestment zone financing plan.

(2003 Code, sec. 11.423)



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Discuss and consider acceptance of the Library Strategic Plan for 2025-2030 with recommendations, developed with assistance from the non-profit group, Partners Library Action Network (PLAN).

BACKGROUND:

This request is for approval of a Library Strategic Plan for fiscal years 2025 to 2030 with recommendations, developed with assistance from the non-profit group, Partners Library Action Network (PLAN). The strategic plan was composed with findings from community and City staff input regarding the library's current building and services, as well as budget, facility, service, and staff comparisons to several peer libraries in Texas. The report also factored in the standards required for library accreditation by the Texas State Library. In the final plan there are several recommendations for items such as:

- Increasing the square footage of the facility
- Increasing collection size
- Increasing budget and staffing levels
- Structural reorganization: measurable goals accommodating growth trends and future library needs.

As a result of the implementation of these recommendations above, library services can increase dramatically. Those services include the following:

1. Increased programming for children and adults.
2. Specialized services, such as passports and a notary service.
3. The ability to extend outreach to bring library services to more outlying areas of Leander.

HISTORY/TIMELINE:

- Previous strategic plan developed for fiscal years 2016 to 2018

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of Library Strategic Plan for 2025-2030.

PRESENTER:

Fiscal Impact

Attachments:

1. City Council Meeting Presentation
2. Leander Library Strategic Plan 2025-2030
3. Leander PL Strategic Plan Final with Appendices

Leander Public Library

Strategic Plan 2025 - 2030



Dayna Williams, Assistant Executive Director
November 21, 2024
City Council Presentation

Agenda

- Community Input Summary
- Overview of Findings
- Recommendations
- Question and Answer



Community Input:

12 Library Staff Interviews

12 Attendees at Leadership Meeting

12 Community Conversation Participants

242 Community-Wide Surveys

- 83% Have a Leander Library Card
- 66% Borrow Materials
- 43% Attend Programs
- 48% Use the Cedar Park Library for:
 - Larger Kids Spaces
 - More Books
 - Amenities like cafe /meeting rooms



Leander Community Members Want:

- A Larger Library Building
- More Room for Books
- Inviting and Spacious Children Spaces
- Dedicated Meeting and Study Spaces



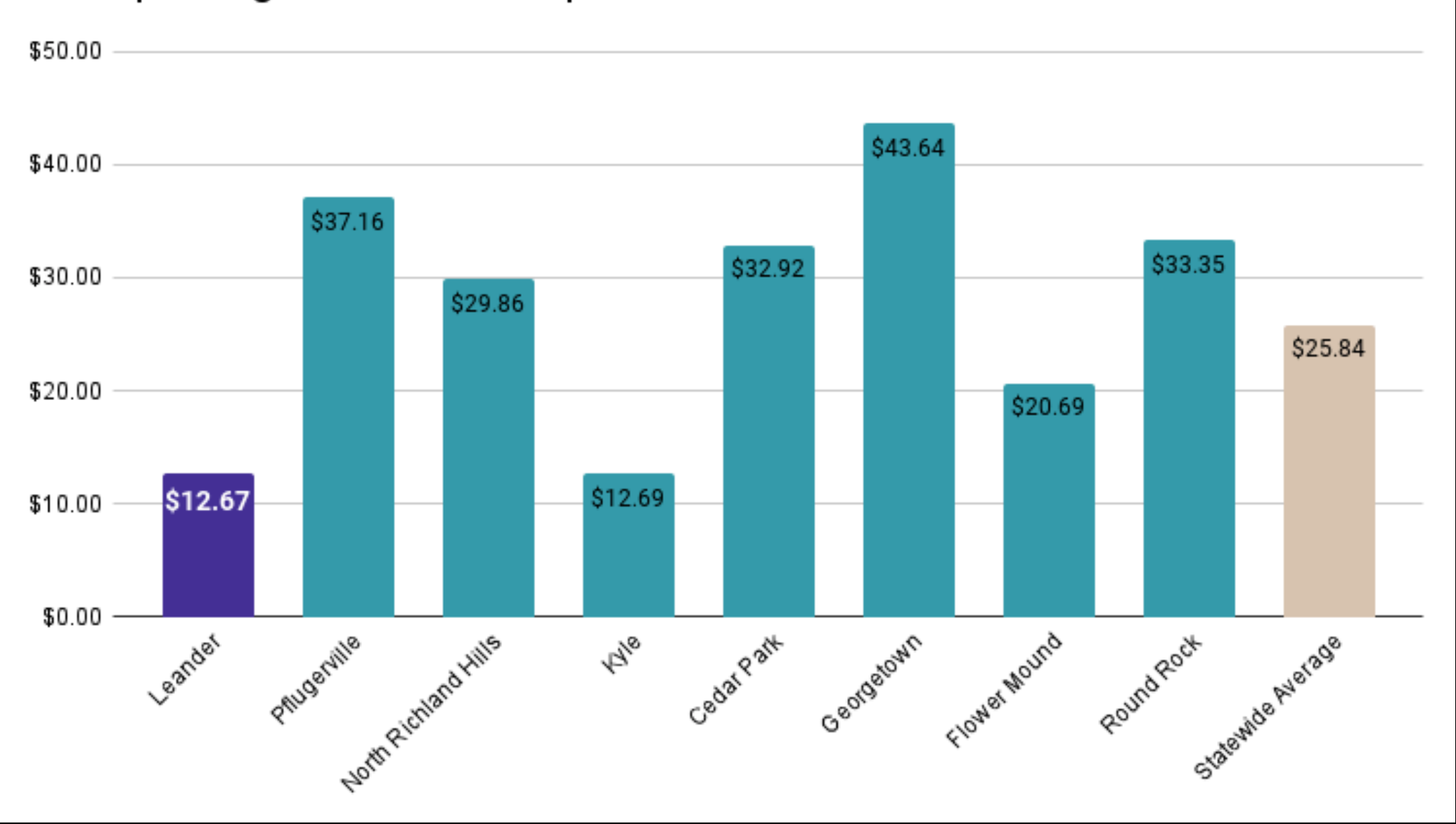
Data Findings:

Peer Libraries:

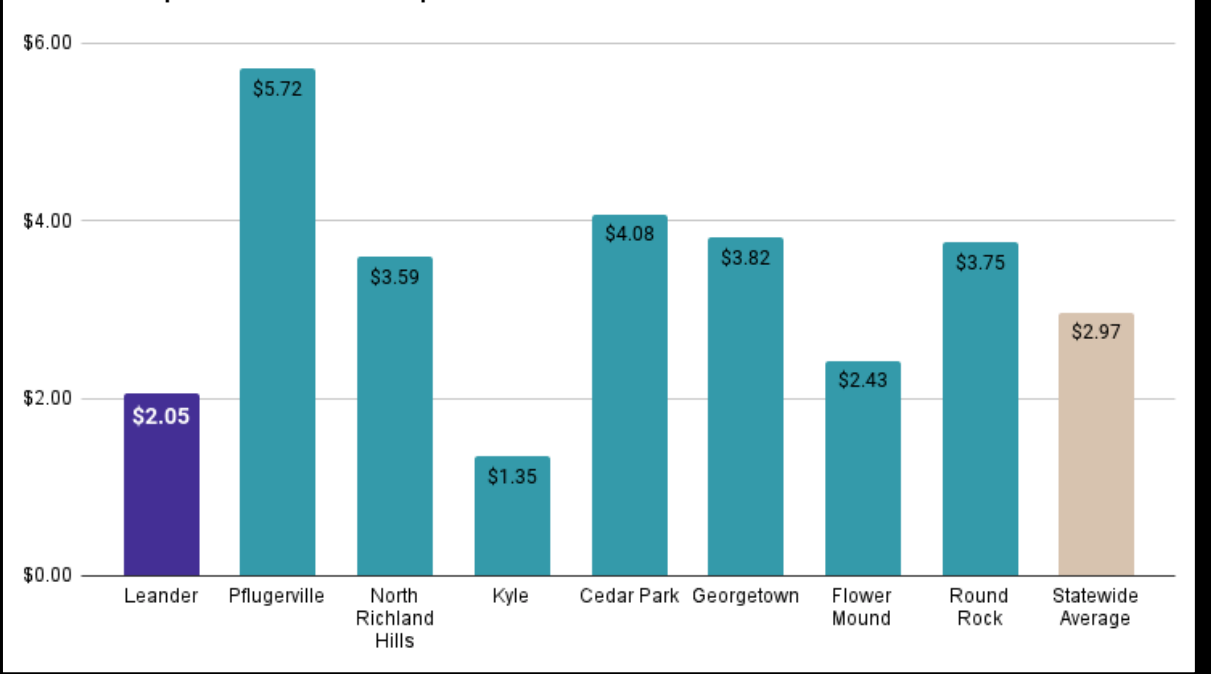
Library	Legal Service Area(Population)	Annual Library Visits per capita
Pflugerville Public Library	65,556	2.44
North Richland Hills Public Library	70,663	3.41
Leander Public Library	74,375	1.65
Kyle Public Library	76,059	0.94
Cedar Park Public Library	77,912	3.53
Georgetown Public Library	86,507	3.83
Flower Mound Public Library	107,708	2.38
Round Rock Public Library System	126,697	3.55

Budget Comparison

Total Operating Revenue Per Capita



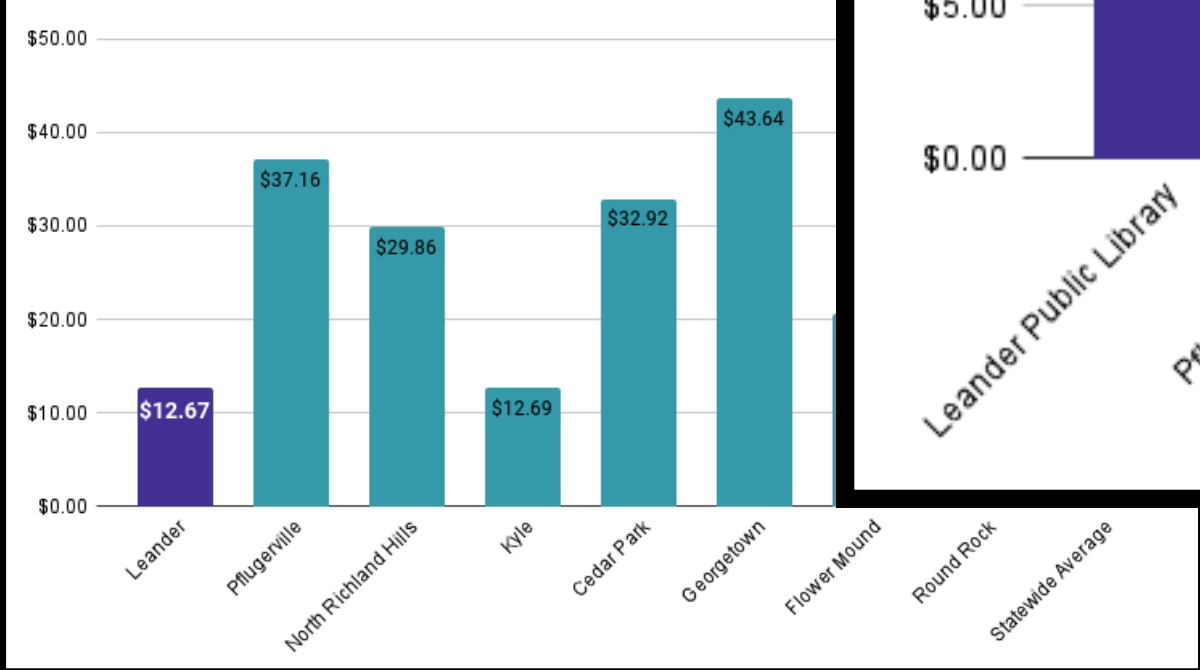
Material Expenditures Per Capita



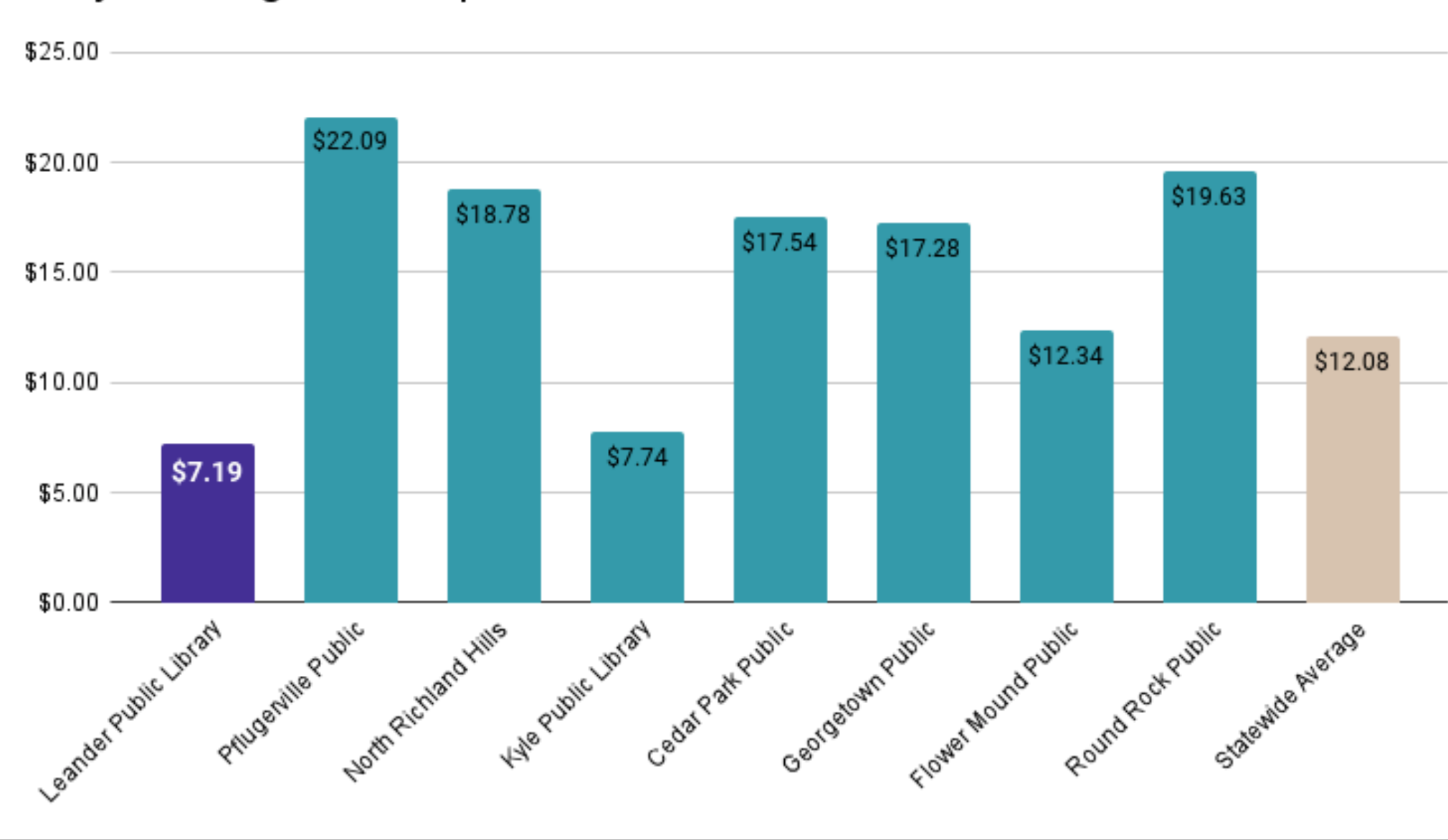
Budget Comparison



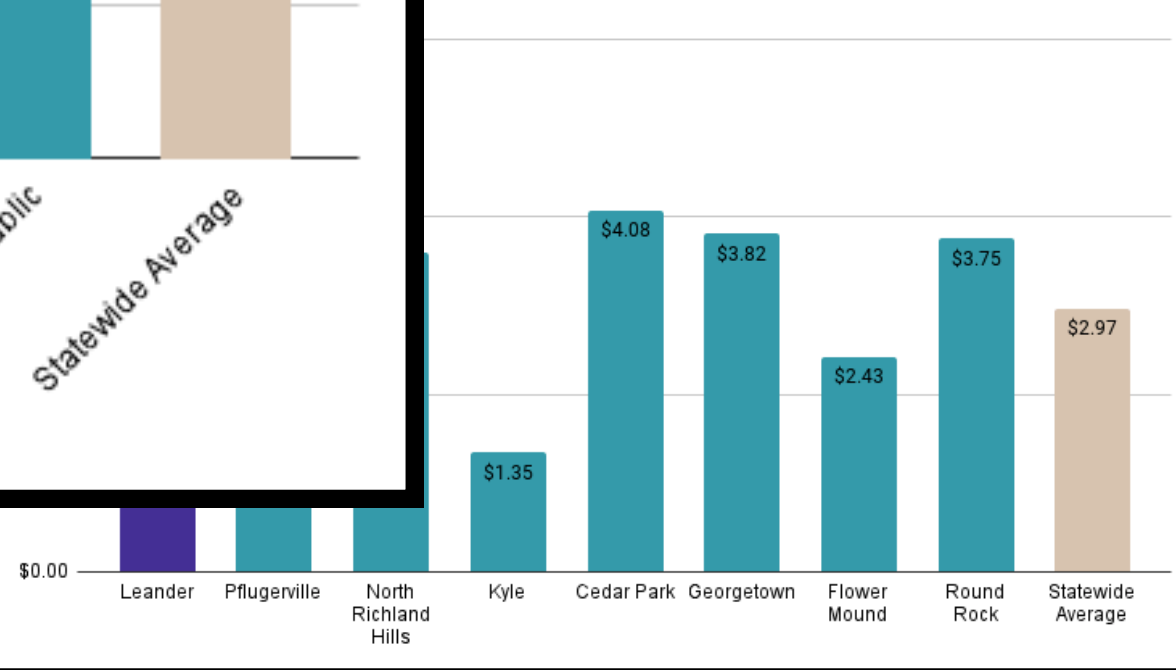
Total Operating Revenue Per Capita



Salary and Wages Per Capita



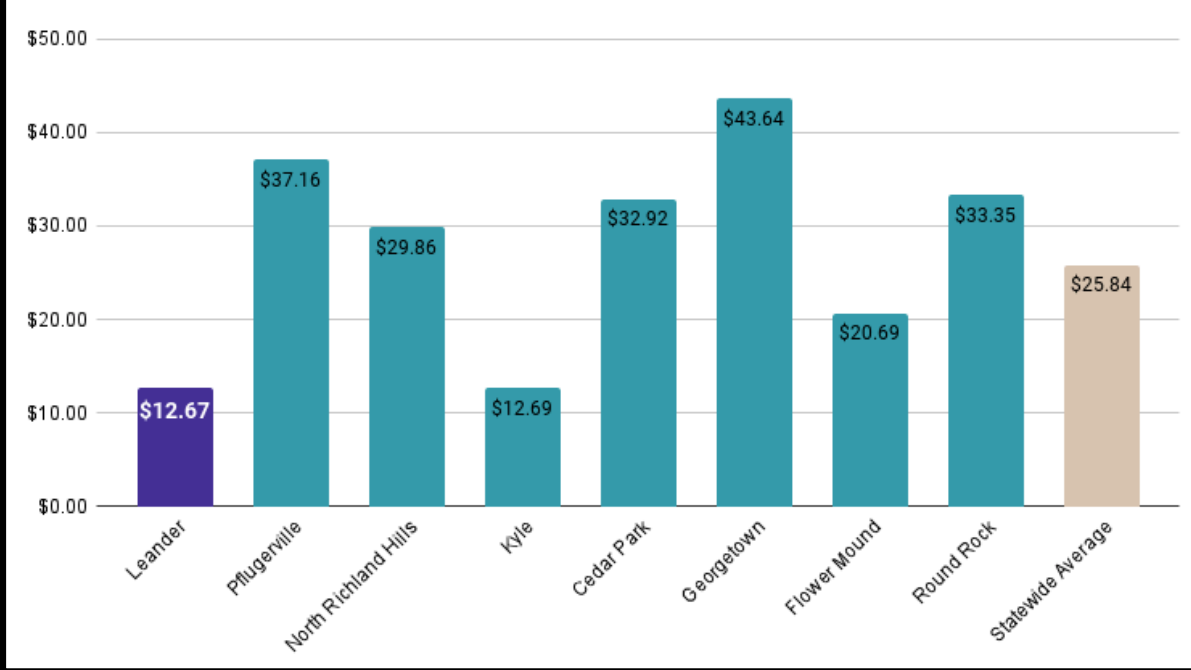
Capita



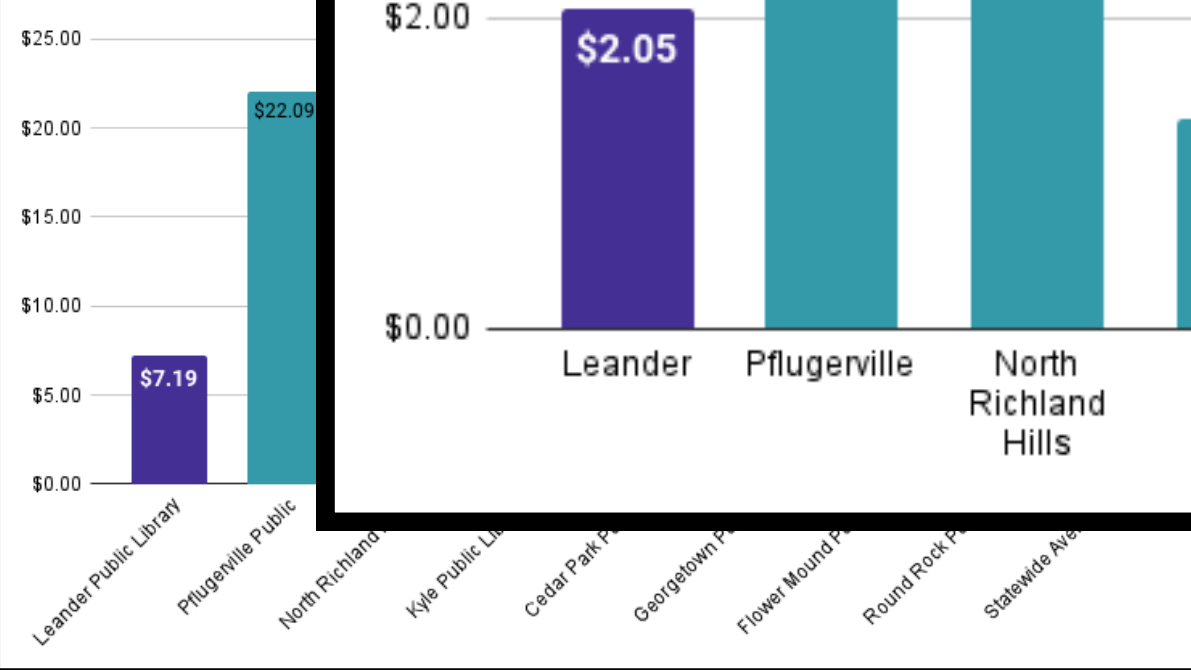
Budget Comparison



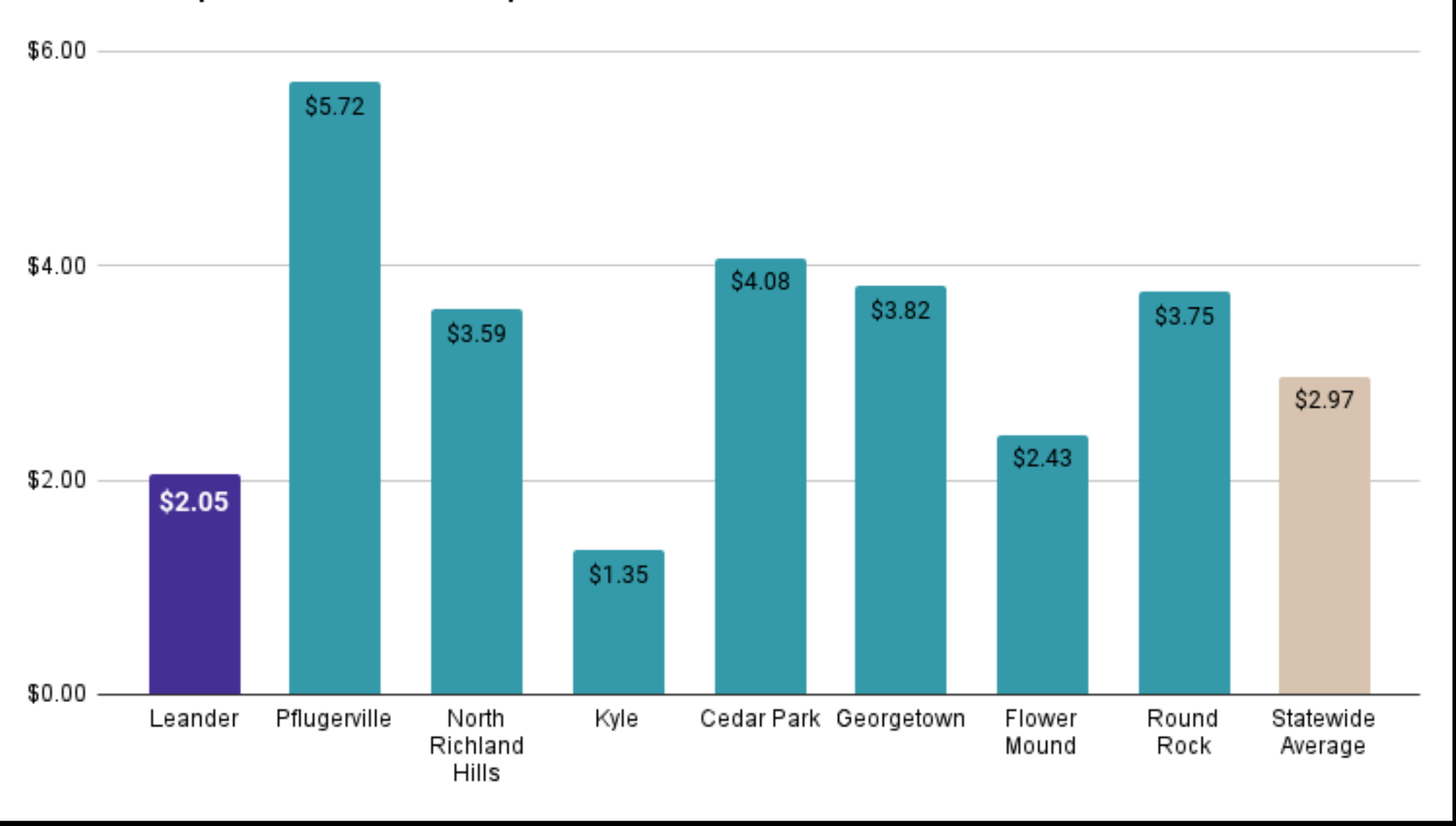
Total Operating Revenue Per Capita



Salary and Wages Per

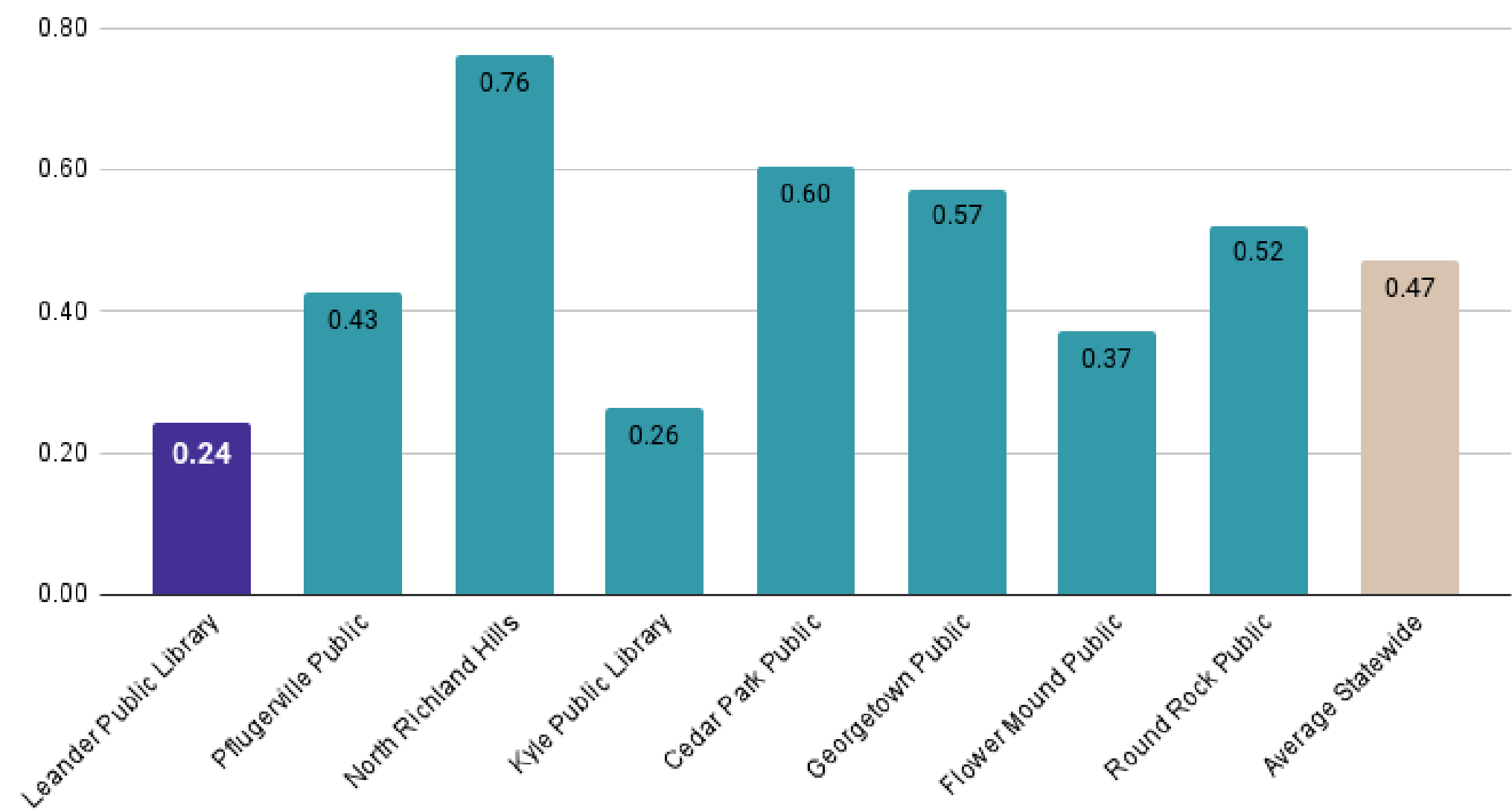


Material Expenditures Per Capita

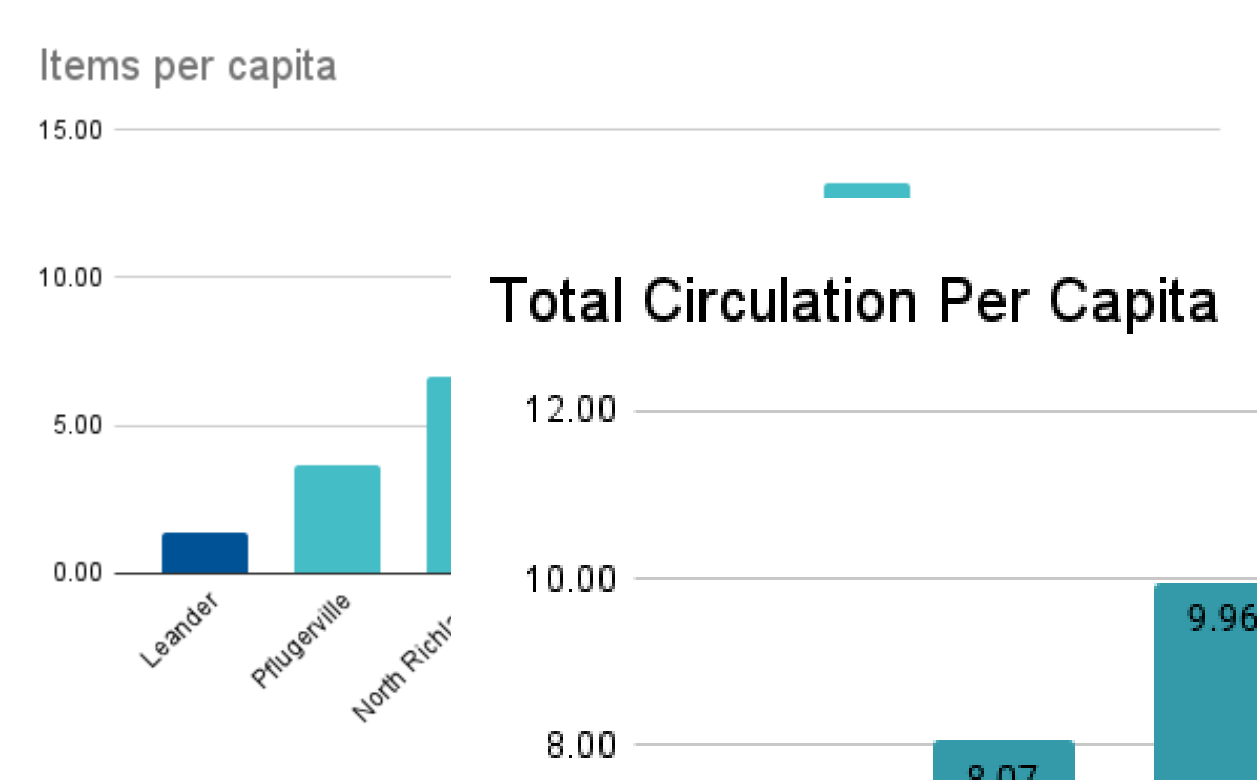


Facilities:

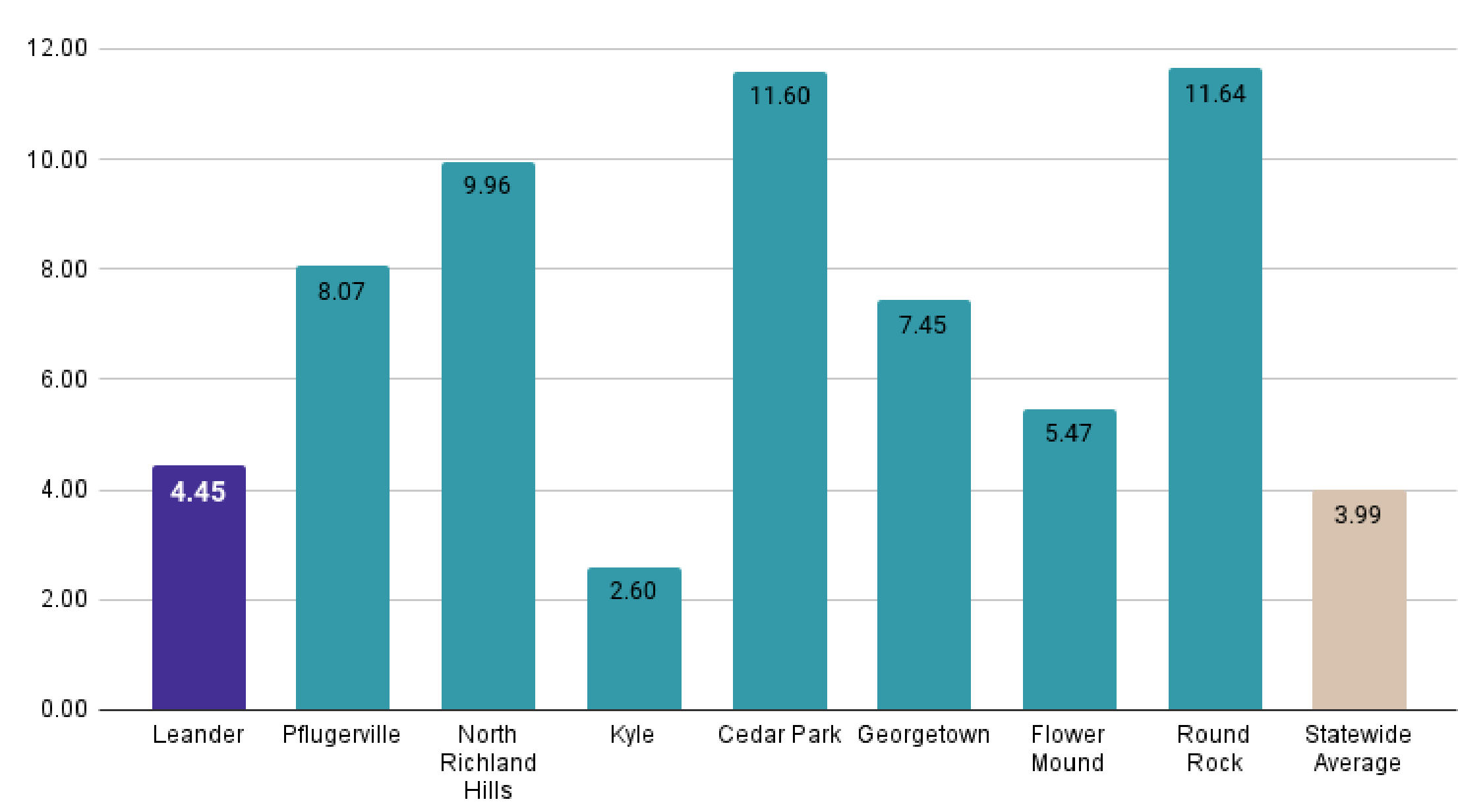
Library Square Footage Per Capita



Services:

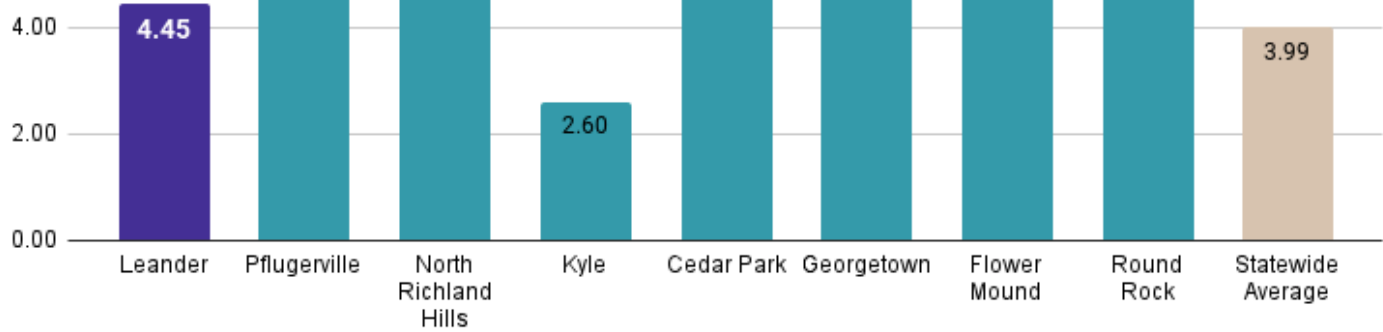
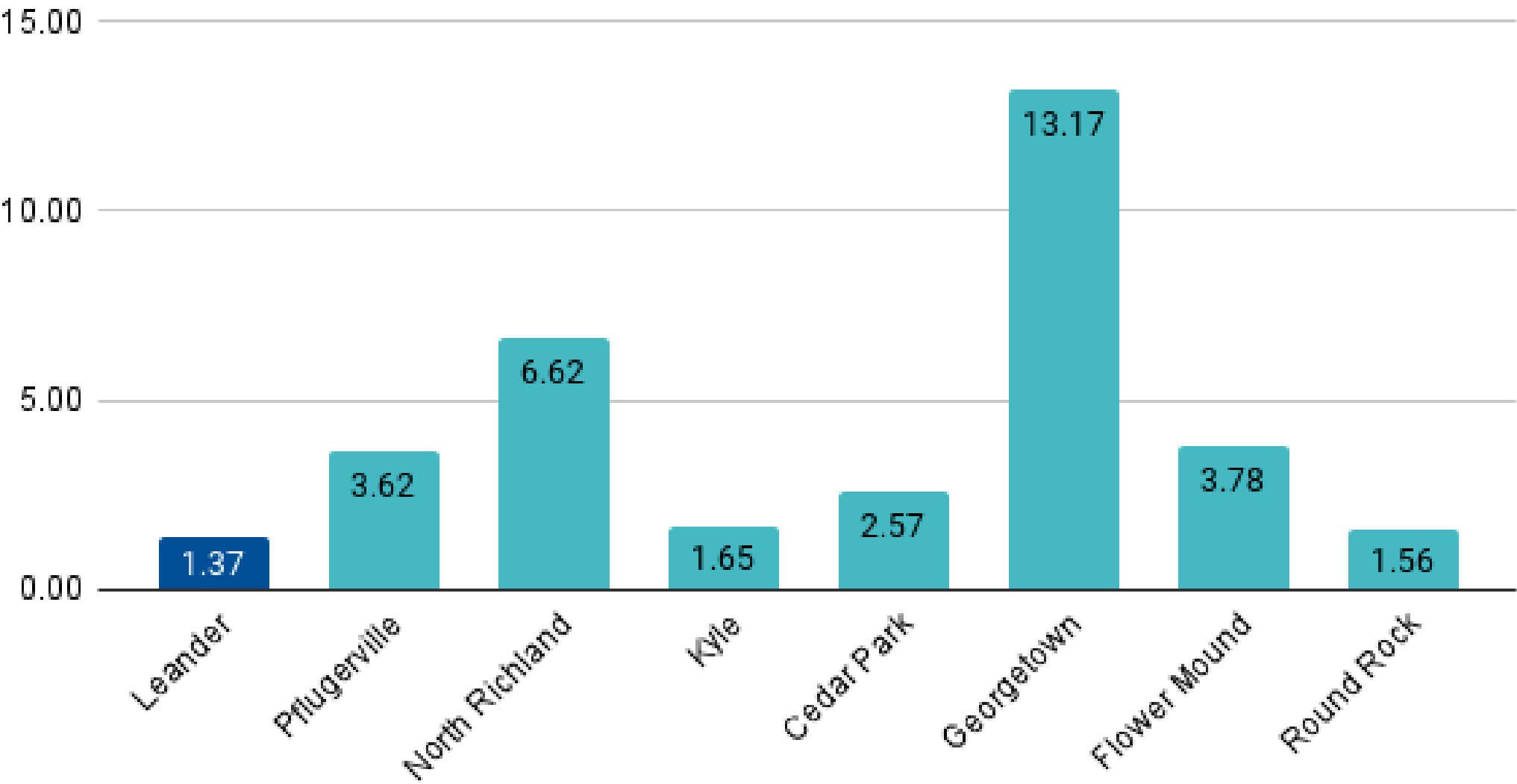


Total Circulation Per Capita



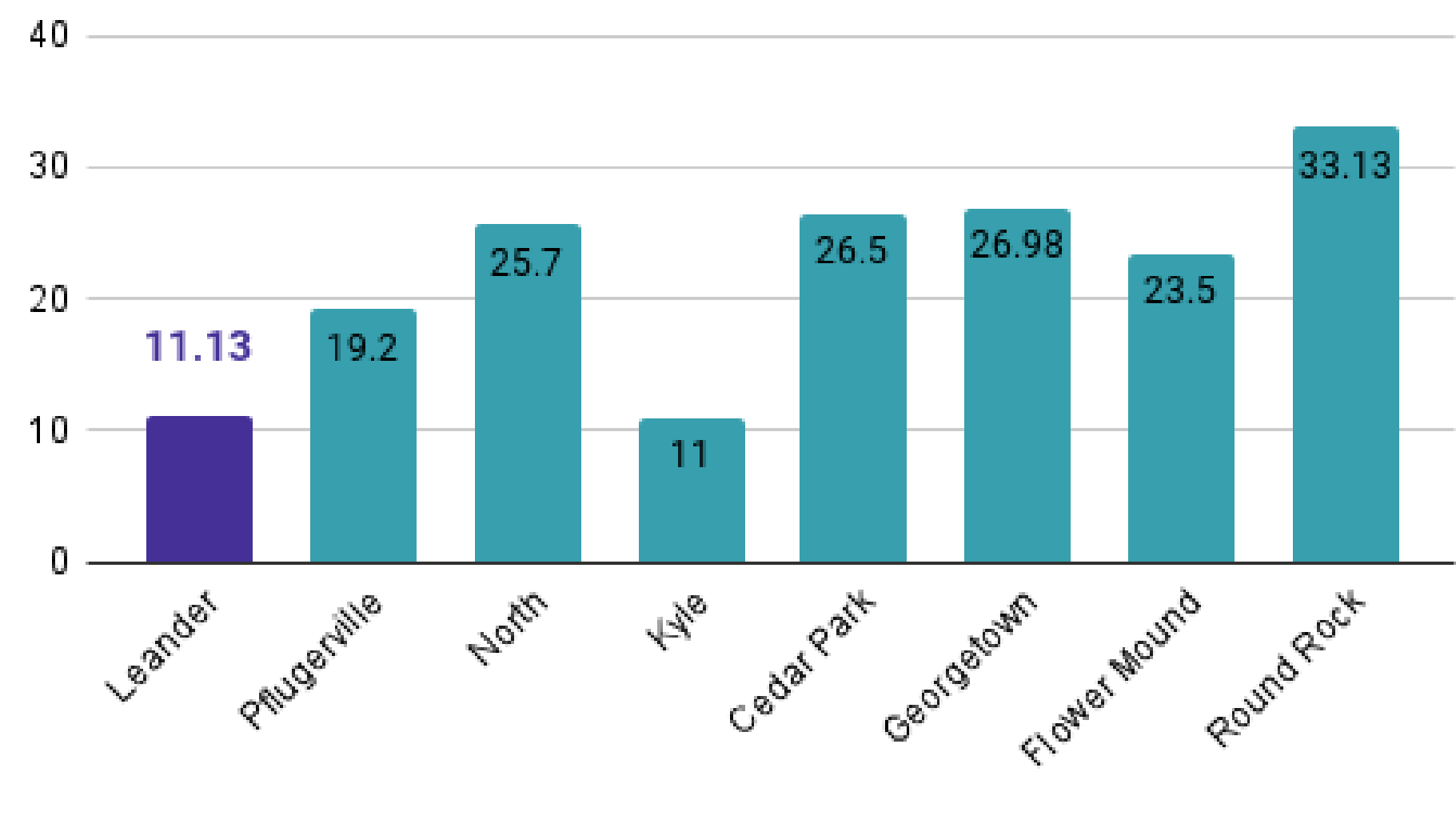
Services:

Library items per capita



Staff:

Peer Library Comparison of Staff FTE



“I LOVE MY LOCAL LIBRARY. AS THE COMMUNITY EXPANDS SO RAPIDLY IT CAN BE PART OF BRINGING NEWCOMERS AND OLDER COMMUNITY MEMBERS TOGETHER IN A WAY FEW OTHER INSTITUTIONS CAN. THE LIBRARY NEEDS TO GROW TO KEEP PACE WITH THE COMMUNITY IT SERVES!”

— LPL Survey Response

Recommendations:

- Establish the Library as its own city department with the Library Director as the head of this department and reporting directly to the city manager.
- Increase the square footage of the library building to between .6 SF and .8 SF per capita in anticipation of 5 - 10 years of future growth.
- Hire an architect to determine the size, location, and cost comparisons to meet the square footage requirement of a population of 100,799 residents in 2028.
- Increase staffing levels to 20 to 27 FTE staff from the current level of 11.13 FTE.
- Increase the library's materials budget to \$3 per capita within the first year of this plan to be at the statewide average. Plan to continue incremental increases in this budget line to meet community needs.
- Increase the library's materials collection from 101,930 to between 200,000 - 280,000 items. This will require more shelving and square footage to contain larger collections.



Thank You!

Questions

Connect with us:

✉ dayna@libaction.net

☎ 512-583-0704



STRATEGIC PLAN 2030

**PREPARED BY:
DAYNA WILLIAMS,
ASSISTANT EXECUTIVE
DIRECTOR, PLAN**





FROM THE LIBRARY DIRECTOR

The Leander Public Library is committed to building a dynamic and welcoming space for the empowerment and enrichment of our diverse community. To support this mission, I have engaged with community members and city and library staff to develop a strategic plan for the coming years. Community input has been essential in shaping our goals to meet the needs of our rapidly growing city. We are excited about the future and the role the library will play in enhancing life and education in our community. Special thanks to Dayna Williams, Assistant Director of Partners Library Action Network, for her invaluable assistance in crafting this strategic plan.

A handwritten signature in cursive script, reading "Peggy Parrish", on a light-colored background.

PEGGY PARRISH
DIRECTOR



EXECUTIVE SUMMARY

The Leander Public Library Strategic Plan was created in cooperation with the City of Leander, Leander community members and leaders, and the Leander library staff. Dayna Williams, Assistant Executive Director of Partners Library Action Network (PLAN) led this plan's development and creation. It aims to assess community needs and assist the library director and the city of Leander in developing library goals through 2030. The major areas of focus include an assessment of the facility and how it can best serve a fast-growing community, a comparison of budget and staffing to peer libraries in other fast-growing communities, and a review of current library programs and community suggestions for future programs that will continue to maintain and improve the library as a community connector, family place, meeting, and work location, and third space (place to interact with others outside of home or work) for a diverse and growing community.

The Leander City Council's mission as listed on the City of Leander's website is to increase the quality of life for all residents and their key vision elements include:

- A city that has a small-town feel: neighborly, connected, friendly, feel they belong, and is family-friendly.
- People are invested in the community.
- People advocate for the community.
- Has a robust economy, balanced and diversified base.
- Everything is in Leander that we need: jobs, food, entertainment, etc.
- A safe community is of high priority.
- A charming quality of life.
- A vibrant city: alive, growing, thriving and active.
- The community purposely embraces diversity: all have a sense of belonging, with a variety of events, variety of housing choices, promoting a sense of inclusion.

EXECUTIVE SUMMARY CONTINUED

The key mission elements listed by the City Council of Leander that the library specifically supports and works toward include:

- Be forward-thinking.
- Think forward proactively.
- Engage and connect at all levels in the community.
- Be consistent in outreach to the community: encourage volunteerism and inclusiveness, educate, advocate, and communicate.
- Be timely and responsive to customers and stakeholders.
- Provide opportunities for improving the quality of life in the community with beautiful open spaces, parks, and playgrounds; sponsoring events that bring people together; providing outreach through libraries and the arts.

City of Leander website: <https://www.leandertx.gov/527/City-Council>

All of these elements were considered during the planning process and some of these vision and mission statements were repeated in community meetings and the community-wide survey. Over 250 citizens provided feedback about the library through community meetings and an online and in-house survey. Library standards from the Texas Library Association (TLA), American Library Association (ALA), and statewide library statistics from the Texas State Library and Archives (TSLAC) were used to further support and clarify the recommendations listed in this plan. The 2021 Comprehensive Building Plan developed by Brown Reynolds Watford + Architects Inc. was reviewed and considered for future building additions and enhancement recommendations.

“I LOVE MY LOCAL LIBRARY. AS THE COMMUNITY EXPANDS SO RAPIDLY IT CAN BE PART OF BRINGING NEWCOMERS AND OLDER COMMUNITY MEMBERS TOGETHER IN A WAY FEW OTHER INSTITUTIONS CAN. THE LIBRARY NEEDS TO GROW TO KEEP PACE WITH THE COMMUNITY IT SERVES!” -LPL SURVEY RESPONSE

OVERVIEW AND BENCHMARKS:

In 2023 the U.S. Census Bureau listed Leander as one of the fastest-growing cities in Texas. Due to this growth, the legal service area for Leander Public Library will continue to change rapidly over the next 5 years. Population projections are key to determining future facility size, staffing needs, collections sizes, and budget. The recommendations included in this report use population projections provided by the Development Services Department of the City of Leander. Other sources used in this report are a set of peer libraries in Texas with similar demographics, population size, and rapid growth.

A major concern for Leander in addressing the library's facility, staffing, and programming needs is the financial support and management for this service. Compared to peer libraries, the library budget is in last place for total operating revenue per capita and has not kept pace with population growth over many years. This has created a situation where there is an imminent need for catch-up and pressure from the community for more library services that cannot be added without additional funds.

The library is also currently under the Parks and Recreation Department instead of standing as its own city department which is the standard for cities of its size. When the library falls under the recreation department potential problems can arise such as budget competition, a lack of adequate staffing for the library, and a disconnect between the library's mission and the recreation department's goals. A strong partnership between these two departments is recommended with both joining together from an even playing field as city departments and executive leaders.

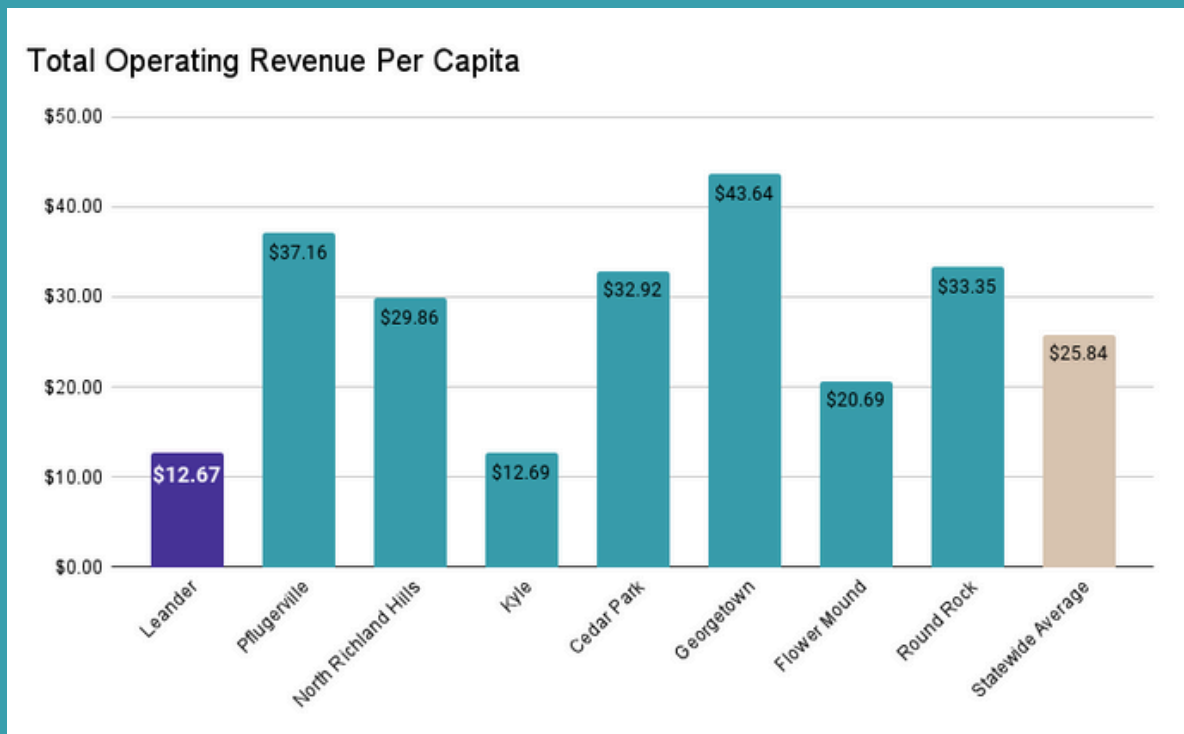


The following were used as peer libraries:

- Pflugerville Public Library
- North Richland Hills Public Library
- Kyle Public Library
- Cedar Park Public Library
- Georgetown Public Library
- Flower Mound Public Library
- Round Rock Public Library System

Library	Legal Service Area (Population)	Annual Library Visits per capita
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Round Rock Public Library System	126,697	3.55

An important comparison in benchmarking these libraries is the per capita use, or how frequently the population uses services. Per capita use allows cities to compare their services without considering the population of the communities because it is based on services per person and not the size or budget of the library. Some of the libraries in this set do serve larger populations or have larger budgets, but the per capita numbers and statewide averages, when available, give a general picture of how Leander Public Library aligns with its peers.



“I THINK THE LEANDER LIBRARY WILL BE COMPARED TO THE OTHER LIBRARIES, ESPECIALLY WITH ROUND ROCK AND LIBERTY HILL HAVING NEW LIBRARIES AND CEDAR PARK SOON TO OPEN THEIRS AND AS A RESULT, I THINK LEANDER IS BASICALLY FORCED TO HAVE A NEW LIBRARY TOO OR FALL BEHIND. THE CURRENT CEDAR PARK LIBRARY HAS MORE TOYS AND THINGS FOR KIDS TO DO, SUCH AS A PLAY KITCHEN, BINS WITH DIFFERENT TOYS, TABLE FOR DRAWING, BESIDES COMPUTERS FOR GAMES. I ASSUME THEIR NEW LIBRARY WILL HAVE EVEN MORE THAN THAT.” LPL SURVEY RESPONSE

“WE LOVE THE LIBRARY AND THE LIBRARIANS, THEY ARE ALWAYS HELPFUL. AS OUR CITY GROWS WE DESERVE A BIGGER PLACE FOR OUR LOCALS TO GO. WE’VE ADDED MORE SCHOOLS, HOUSES, AND PARKS WHICH MEANS WE NEED A BIGGER RESOURCE CENTER FOR OUR COMMUNITY. WE REALLY NEED A BIGGER LIBRARY.” -LPL SURVEY RESPONSE

“I AM SURE THE CURRENT LIBRARY WAS PLANNED WHEN LEANDER WAS A VERY SMALL TOWN SO I HOPE THE LIBRARY CAN GET THE FUNDING IT NEEDS TO EXPAND AND BECOME THE TYPE OF LIBRARY FITTING OF THE SIZE OF CITY LEANDER IS AND WILL BE. IT IS GREAT TO SEE THERE IS INTEREST IN IMPROVING THE LIBRARY. THANKS!” -LPL SURVEY RESPONSE



PERSONNEL/STAFF

Libraries are community connection centers that improve the quality of resident's lives. Adequate staff is necessary in a public library to lead programs, maintain library collections, and provide customer service. The Leander Public Library staff were interviewed at the beginning of this process and asked a series of questions about the library and the community. The major staffing issues brought forth included not having enough middle management to appropriately staff evening and weekend hours and not having enough staff when large library programs are held or when there is a greater need from the public for technology assistance.

The community-wide survey responses and community conversations included a desire for larger spaces, more open hours for the library including Sundays and increased programs and services such as a maker space, retaining all current programs and adding additional library events. These requests require increased staffing to provide more services and adequately maintain the library. When comparing Leander Public Library's employee count with comparable libraries they are falling behind.

Leander Public Library (LPL) has 11.13 FTE staff including 5.45 master's degree accredited librarians. According to the Texas Library Standards developed by the Texas Library Association (TLA), it is recommended that a library serving a population between 50,000 and 99,999 have:

- One FTE employee per 3,600 population to be considered an Enhanced Level Library or
- One FTE employee per 2,750 population to be an Exemplary Level Library

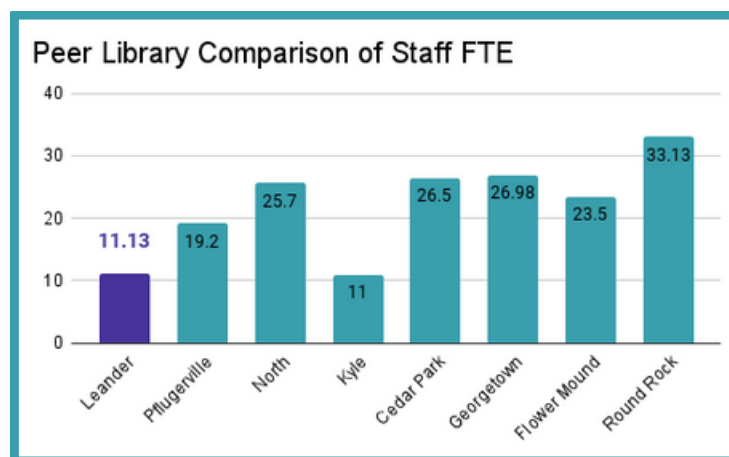
In addition, this standard recommends:

- One MLS accredited librarian per 15,450 population at the Enhanced Level or
- One MLS accredited librarian per 9,500 population to meet the Exemplary Level.

LPL meets the TLA enhanced level by having 5.45 FTE master's degree librarians on staff but is well below the standard of total number of staff. LPL's total staff of 11.13 FTE should fall between 20.66 and 27.05 based on the current population served. When comparing Leander's staff to peer libraries it is second to last in total full-time employees.

STATISTICS

Library Name	Pop. Served	Total Library Staff (FTE)	MLS Librarians (FTE)	Library Staff per capita
Leander Public Library	74,375	11.13	5.45	0.15
Pflugerville Public Library	65,556	19.2	8.00	0.29
North Richland Hills Public Library	70,663	25.7	9.43	0.36
Kyle Public Library	76,059	11	3.00	0.14
Cedar Park Public Library	77,912	26.5	7.00	0.34
Georgetown Public Library	86,507	26.98	10.00	0.31
Flower Mound Public Library	107,708	23.5	10.00	0.22
Round Rock Public Library	126,697	33.13	14.50	0.26



Library Name	Total Library Staff (FTE)	TLA Range to Meet Staff Standard	# MLS Librarians (FTE)	TLA Range to meet MLS Librarian Standard
Leander	11.13	20.66 - 27.05	5.45	4.81 - 7.83
Pflugerville	19.2	18.21 - 23.84	8.00	4.24 - 7.44
North Richland Hills	25.7	19.63 - 25.70	9.43	4.57 - 7.44
Kyle	11	21.13 - 27.66	3.00	4.92 - 8.01
Cedar Park	26.5	21.64 - 28.33	7.00	5.04 - 8.20
Georgetown	26.98	24.03 - 31.46	10.00	5.60 - 9.11
Flower Mound	23.5	29.92 - 39.17	10.00	6.97 - 11.34
Round Rock	33.13	35.19 - 46.07	14.50	8.20 - 13.34



FACILITIES

The current Leander Public Library was built in 2006 after many years of the library being in several locations and managed by volunteers up to 1993. It is located on the Old Mason Farm and is next to the restored Mason Homestead which is owned by the City of Leander and used for community events. It is an attractive building, with well-kept grounds, many outdoor sculptures, open walkways or porches and connected to nearby neighborhoods via a walking trail.

The building is 18,000 square feet and includes an additional building connected by a covered walkway. The smaller building is referred to as an annex and houses a public meeting room, a used bookstore, public restrooms, a kitchenette, and staff offices. This meeting room is used as a voting location, rented meeting space, and by other city departments which creates some difficulty in scheduling library events. The meeting room is also too small for the population that it serves. The same is true for the main library building as there is a lack of office space for staff, not enough room for the book collection, and an extremely cramped children's library, story time room, and almost nonexistent teen area.

When comparing Leander's library square footage to its peer libraries, it falls in last place and well below the statewide average of square footage per capita. The community and leadership conversations, and community-wide survey all confirmed the need for a larger library. In the community-wide survey, comments included requests for larger children's spaces or additional children's and teen services and more room for physical library materials. Throughout the survey, the overall theme was requests for additional services which would require a larger building.

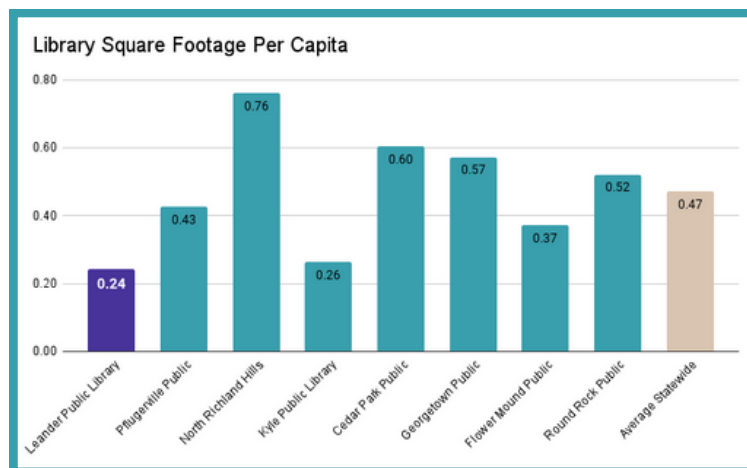
The top 5 most requested spaces in the survey were:

- A larger library,
- More room for books,
- Children's play space,
- Dedicated room for programs for all ages,
- Maker space with a variety of technology and equipment

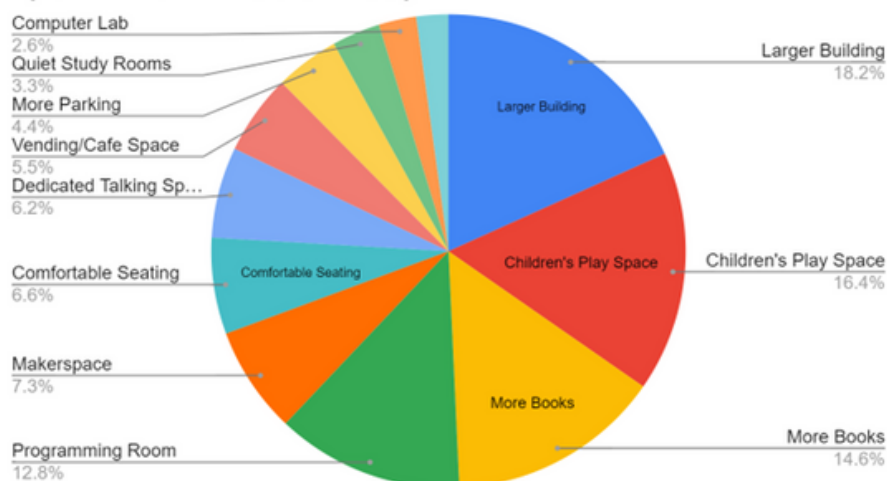
Other suggestions for the library included more study rooms that could be reserved, a coworking space, and a vending or concession area.

STATISTICS

Library Name	Pop. Served	Library Square Footage	Square Footage per capita
Leander	74,375	18,000	0.24
Pflugerville	65,556	28,000	0.43
North Richland Hills	70,663	53,800	0.76
Kyle	76,059	20,000	0.26
Cedar Park (new building)	77,912	47,000	0.60
Georgetown	86,507	49,500	0.57
Flower Mound	107,708	40,000	0.37
Round Rock	126,697	66,000	0.52
Average Statewide			0.47



Spaces Desired in a New Library



FROM THE COMMUNITY-WIDE SURVEY



PROGRAMS AND SERVICES

According to the community-wide survey library users are very satisfied (26%) to somewhat satisfied (28%) with Leander Public Library's programs. There are also many suggestions on the survey for additional programming ideas for all ages which signifies a desire for a larger variety of events. The main areas of dissatisfaction concern the lack of enough space, especially for children's events, and the need for a dedicated programming space since current programs are canceled or displaced when the large meeting room is used for voting or other city or community events.

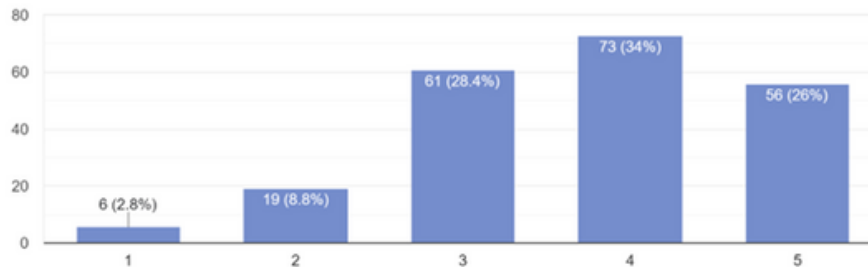
Survey questions about LPL's collections trend more towards being neutral or neither satisfied nor dissatisfied with the library's collection of materials. In comparison to peer libraries Leander's circulation or use of library materials is second to last. This illustrates along with comments on the community-wide survey that library users are checking out materials, but often are not finding what they want or have to wait a long time for popular materials to be available. This signals that there is not the depth in certain collections or variety needed by the community. Leander is below the statewide average of expenditures on library materials per capita and falls in second to last place on expenditures amongst its peer libraries. Comments on the survey included requests for more nonfiction books, more children and teen books, and an overall desire for more depth and coverage of topics both in physical and digital formats.

The library does not have the space or budget to add additional library materials and currently stores extra books that do not fit on the shelves in a storage closet. These extra books are rotated out to the shelves based on a schedule and as space becomes available. They are listed in the library's online catalog, but this is not an ideal situation since visibility and easy access to materials increase the use of items.

"YOU NEED MORE BOOKS! RECENT BOOKS. AND MULTIPLE COPIES." -LPL SURVEY RESPONSE

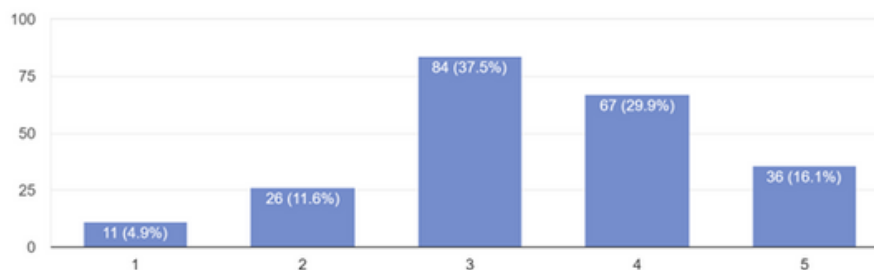
STATISTICS

How would you rate library programs?
215 responses



“I SEE COFFEE SHOPS BUSY ALL THE TIME WITH CUSTOMERS. IT WOULD BE REALLY COOL FOR THE LIBRARY TO BECOME A TRENDIER HUB AND USEFUL CO-WORKING SPACE FOR OUR COMMUNITY TO GATHER.” -LPL SURVEY RESPONSE

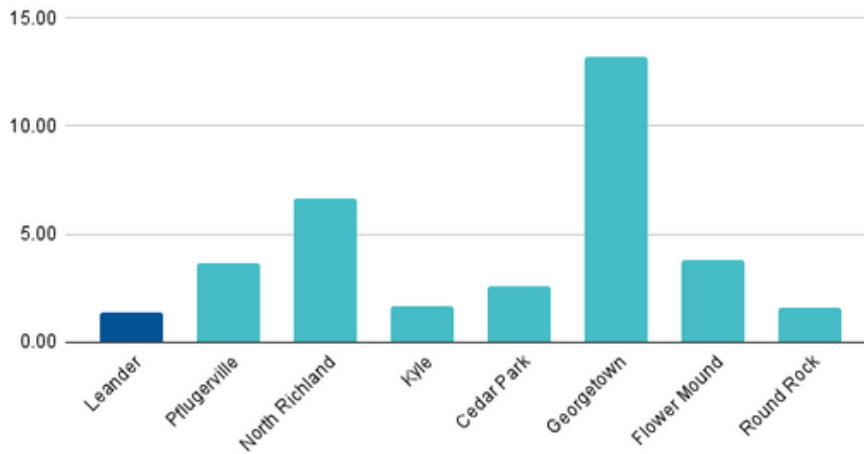
How would you rate the library's collection of materials?
224 responses



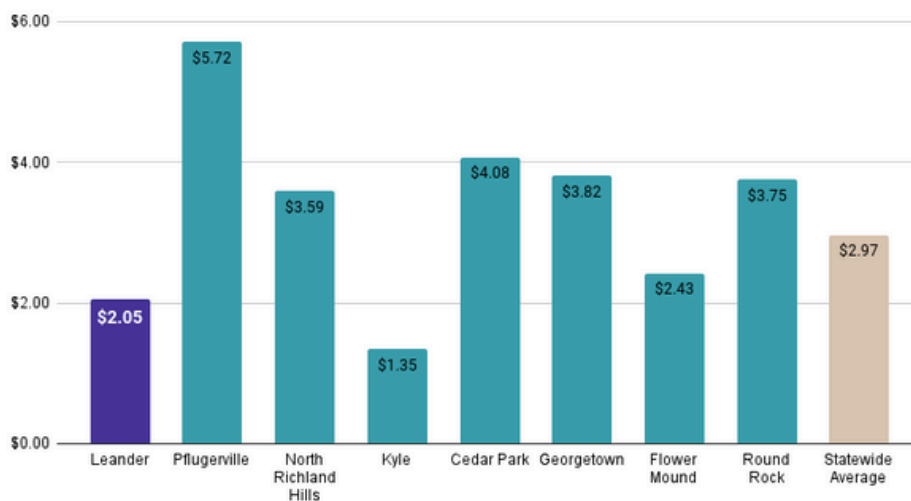
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STATISTICS

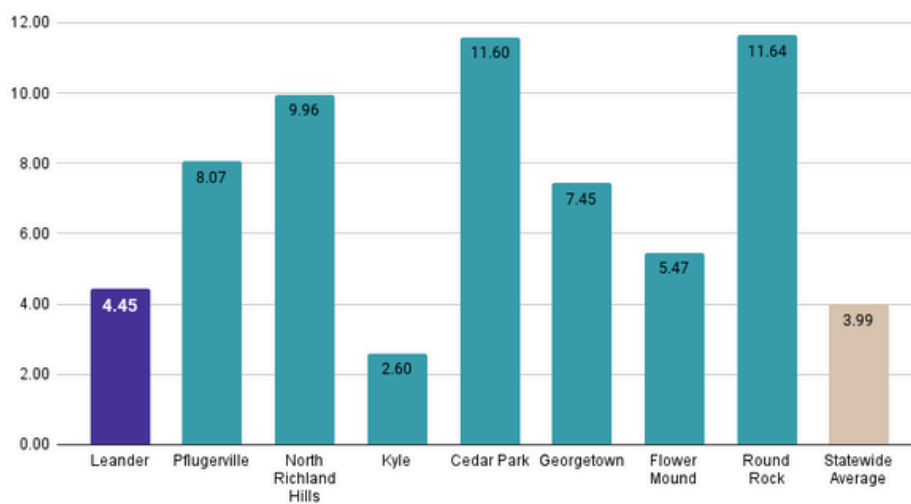
Items per capita



Material Expenditures Per Capita



Total Circulation Per Capita



RECOMMENDATIONS

The following lists PLAN's recommendations for Leander Public Library. The Library Director and city of Leander management will determine the action steps needed over the next 5 years.

Facility:

- Increase the square footage of the library building to between .6 SF and .8 SF per capita in anticipation of 5 - 10 years of future growth in the current population.
- Hire an architect to determine the size, location, and cost of a new building compared to the cost of additions made to the existing building to meet the square footage requirement of a population of 100,799 residents in 2028.
- Determine the feasibility and budget for developing a main library with a branch library in another part of the city. A final consideration is one main library building that meets square footage per population standards and the addition of a mobile service/bookmobile to serve other parts of the city.
- Provide more space for children's services, programs, and materials in both the current building and when planning for a new building. Community survey responses support this with a majority of respondents requesting a larger library building with increased children's space, dedicated programming spaces for all ages, and more room for library materials.

“THE CHILDREN’S AREA FEELS SO CRAMPED. IT’S NOT A PLACE WHERE I CAN BRING MY KIDS TO CHILL AND READ. I WOULD LOVE IT IF IT COULD BE LARGER WITH FUN, UNIQUE, AND COMFORTABLE SEATING.” -LPL SURVEY RESPONSE

RECOMMENDATIONS CONTINUED

Staffing:

- Establish the Library as its own city department with the Library Director as the head of this department and reporting directly to the city manager.
- Increase staffing levels to 20 - 27 FTE staff. This will require an increase in the salary and wages budget.
- Maintain the same number of degreed librarians, but review the organizational chart and identify more librarians who can be moved into a middle management or supervisory role to provide evening and weekend support and decision making.

Collections and Programming:

- Increase the library's materials collection from 101,930 to between 200,000 - 280,000 items. This number includes both physical items and digital items. There is not enough square footage in the current building to achieve this immediately. A branch or bookmobile could be another place to house materials and rotate them between the main library and other service points.
- Determine the percentage of the library collection to be offered in physical format vs digital format.
- Determine the square footage needed for additional shelving to hold an increased number of physical library materials and purchase 66" shelving on casters for the adult collections to make shelving mobile and easier to rearrange.
- Increase the library's materials budget to \$3 per capita within the first year of this plan to be at the statewide average.
- Review all new programming requests listed in the community-wide survey and decide which to add to the current rotation of events. More staff must be put into place in order to add additional programming.



ACKNOWLEDGMENTS

Thanks to the following individuals who supported the creation of this strategic plan and shared their feedback:

Leander City Council:

Kathryn Pantalione-Parker - Place 1
Micheal Herrera - Place 2
David McDonald - Place 3
Na’Cole Thompson - Place 4
Chris Czernek - Place 5
Becki Ross - Place 6
Mayor Christine DeLisle

Leander Chamber of Commerce:

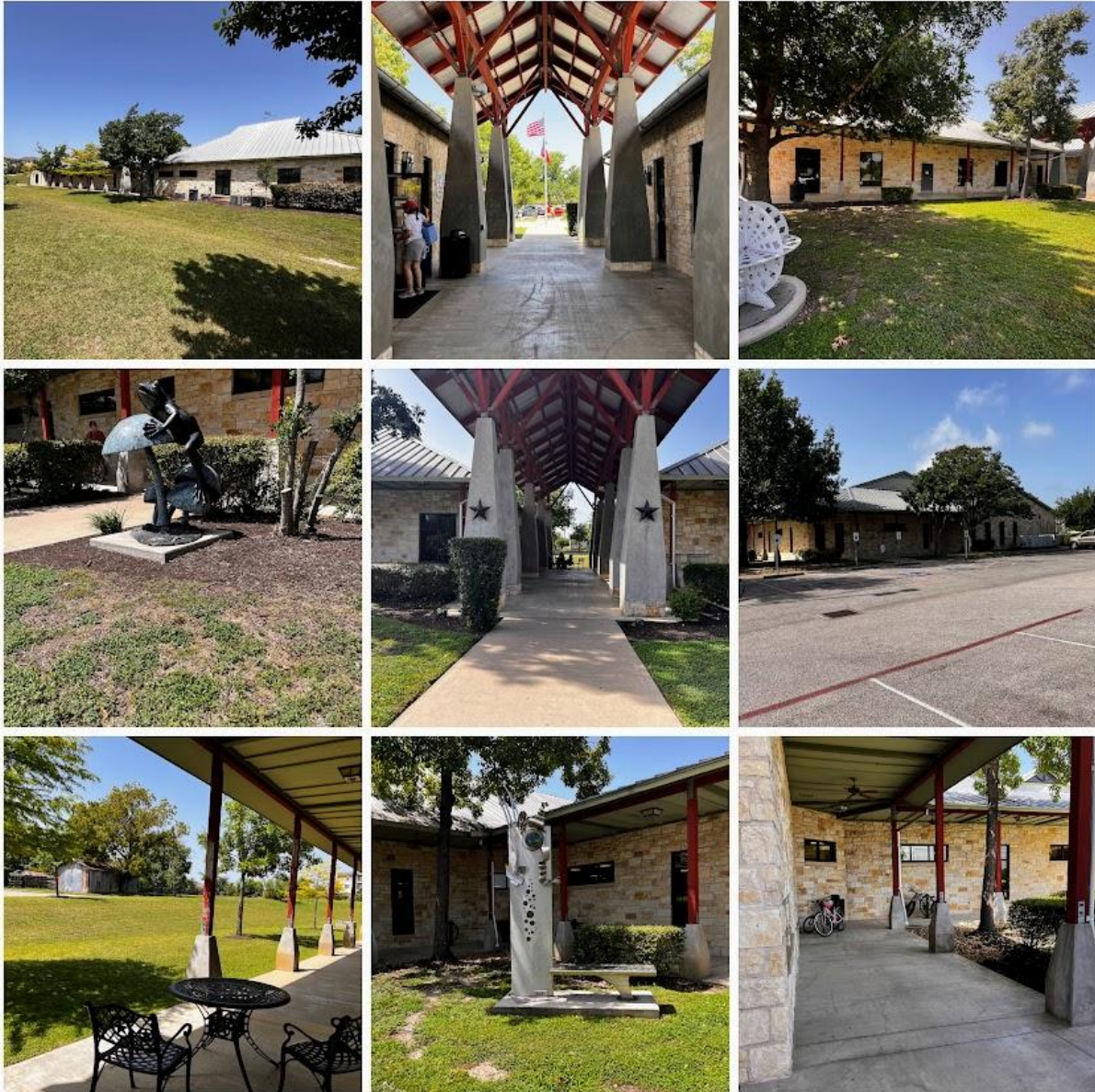
Bridget Brandt - Chamber President

Citizens of Leander

City of Leander Staff:

Todd Parton - City Manager
Greg Olmer - Asst. Director Parks & Rec
Robin Griffin - Director of Development Services
Robert Powers - Finance Director
Jodi Levie - Asst. Finance Director
Christy Davis - Director of Administrative Services
Paul Preston - Director of IT
Greg Minton - Chief of Police
Edna Ellis - Animal Services Supervisor
Alexandria Aguirre - Animal Services Officer

Leander Public Library Strategic Plan 2030



October 2024

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From the Library Director

The Leander Public Library is committed to building a dynamic and welcoming space for the empowerment and enrichment of our diverse community. To support this mission, I have engaged with community members and city and library staff to develop a strategic plan for the coming years. Community input has been essential in shaping these goals to meet the needs of our rapidly growing city.

I am excited about the future and the role the library will play in enhancing life and education in the Leander community. Special thanks to Dayna Williams, Assistant Director of Partners Library Action Network, for her invaluable assistance in crafting this strategic

plan. -Peggy Parrish

Executive Summary

The Leander Public Library Strategic Plan was created in cooperation with the City of Leander, Leander community members and leaders, and the Leander library staff. Dayna Williams, Assistant Executive Director of Partners Library Action Network (PLAN) led this plan's development and creation. This plan aims to assess community

needs and assist the library director and the city of Leander in developing library goals through 2030. The major areas of focus include an assessment of the facility and how it can best serve a fast-growing community, a comparison of budget and staffing to peer libraries in other fast-growing communities, and a review of current library programs and community suggestions for future programs that will continue to maintain and improve the library as a community connector, family place, meeting, and work location, and third space for a diverse and growing community.

The Leander City Council's mission as listed on the City of Leander's website is to increase the quality of life for all residents and their key vision elements include:

- A city that has a small-town feel: neighborly, connected, friendly, feel they belong, and is family-friendly.
- People are invested in the community.
- People advocate for the community.
- Has a robust economy, balanced and diversified base.
- Everything is in Leander that we need: jobs, food, entertainment, etc.
- A safe community is of high priority.
- A charming quality of life.
- A vibrant city: alive, growing, thriving and active.
- The community purposely embraces diversity: all have a sense of belonging, with a variety of events, variety of housing choices, promoting a sense of inclusion.

The key mission elements listed by the City Council of Leander that the library specifically supports and works toward include:

- Be forward-thinking.
- Think forward proactively.
- Engage and connect at all levels in the community.
- Be consistent in outreach to the community: encourage volunteerism and inclusiveness, educate, advocate, and communicate.
- Be timely and responsive to customers and stakeholders.
- Provide opportunities for improving the quality of life in the community with beautiful open spaces, parks, and playgrounds; sponsoring events that bring people together; providing outreach through libraries and the arts.

From the City of Leander website: <https://www.leandertx.gov/527/City-Council>

All of these elements were considered during the planning process and some of these vision and mission statements were repeated in community meetings and the community-wide survey. Over 250 citizens provided feedback about the library through community meetings and an online and in-house survey conducted from mid-August to mid-September 2024. Library standards from the Texas Library Association (TLA), American Library Association (ALA), and statewide library statistics from the Texas State Library and Archives (TSLAC) were used to further support and clarify the

recommendations listed in this plan. The 2021 Comprehensive Building Plan developed by Brown Reynolds Watford + Architects Inc. was reviewed and considered for future building additions and enhancement recommendations.

“I love my local library. As the community expands so rapidly it can be part of bringing newcomers and older community members together in a way few other institutions can. The library needs to grow to keep pace with the community it serves!” -LPL survey response

Overview and Benchmarks:

In 2023 the U.S. Census Bureau listed Leander as one of the [fastest-growing cities](#) in Texas. Due to this growth, the legal service area for Leander Public Library will continue to change rapidly over the next 5 years. Population projections are key to determining future facility size, staffing needs, collections sizes, and budget. The recommendations included in this report use population projections provided by the Development Services Department of the City of Leander. Other sources used in this report are a set of peer libraries in Texas with similar demographics, population size, and rapid growth.

A major concern for Leander in addressing the library's facility, staffing, and programming needs is the financial support and management for this service. Compared to peer libraries, the library budget is in last place for total operating revenue per capita and has not kept pace with population growth over many years. This has created a situation where there is an imminent need for catch-up and pressure from the community for more library services that cannot be added without additional funds.

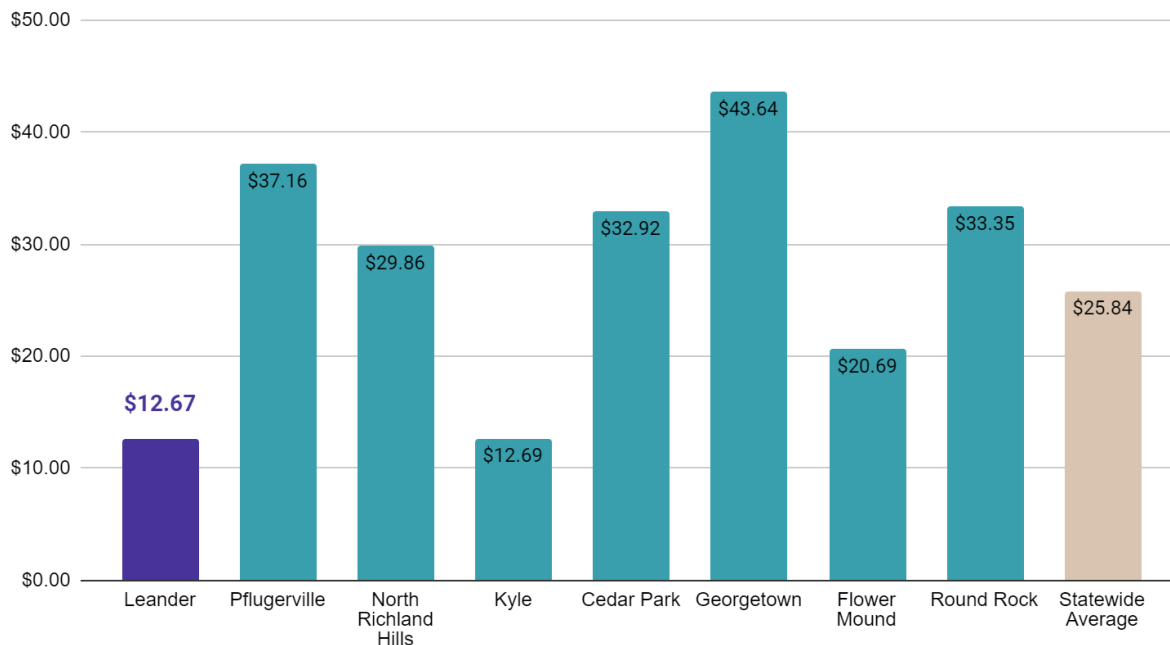
The library is also currently under the Parks and Recreation Department instead of standing as its own city department which is the standard for cities of its size. When the library falls under the recreation department potential problems can arise such as budget competition, a lack of adequate staffing for the library, and a disconnect between the library's mission and the recreation department's goals. A strong partnership between these two departments is recommended, but both departments should have separate department heads that report directly to the city manager.

The following libraries were used as peer libraries:

Library	Legal Service Area (Population)	Annual Library Visits per capita
Pflugerville Public Library	65,556	2.44
North Richland Hills Public Library	70,663	3.41
Leander Public Library	74,375	1.65
Kyle Public Library	76,059	0.94
Cedar Park Public Library	77,912	3.53
Georgetown Public Library	86,507	3.83
Flower Mound Public Library	107,708	2.38
Round Rock Public Library System	126,697	3.55

An important comparison in benchmarking these libraries is the per capita use, or how frequently the population uses services. Per capita use allows cities to compare their services without considering the population of the communities because it is based on services per person and not the size or budget of the library. Some of the libraries in this set do serve larger populations or have larger budgets, but the per capita numbers and statewide averages, when available, give a general picture of how Leander Public Library aligns with its peers.

Total Operating Revenue Per Capita



“I think the Leander Library will be compared to the other libraries, especially with Round Rock and Liberty Hill having new libraries and Cedar Park soon to open theirs and as a result, I think Leander is basically forced to have a new library too or fall behind. The current Cedar Park library has more toys and things for kids to do, such as a play kitchen, bins with different toys, table for drawing, besides computers for games. I assume their new library will have even more than that. I do feel that the staff are nicer at the Leander library than other libraries.” -LPL survey response

Personnel/Staff



“We love the library and the librarians, they are always helpful. As our city grows we deserve a bigger place for our locals to go. We’ve added more schools, houses, and parks which means we need a bigger resource center for our community. We really need a bigger library.” -LPL survey response

Libraries are community connection centers that improve the quality of resident's lives. Adequate staff is necessary in a public library to lead programs, maintain library collections, and provide customer service. The Leander Public Library staff were interviewed at the beginning of this process and asked a series of questions about the library and the community. The major staffing issues brought forth included not having enough middle management to appropriately staff evening and weekend hours and not having enough staff when large library programs are held or when there is a greater need from the public for technology assistance.

The community-wide survey responses and community conversations included a desire for larger spaces, more open hours for the library including Sundays, and increased programs and services such as a maker space, retaining all current programs and adding additional library events. All of these requests require an increase in staffing to provide more services and adequately maintain the library. When comparing Leander Public Library's employee count with comparable libraries they are falling behind.

Leander Public Library (LPL) has 11.13 FTE staff including 5.45 master's degree accredited librarians. According to the [Texas Library Standards](#) developed by the Texas Library Association (TLA), it is recommended that a library serving a population between 50,000 and 99,999 have:

- One FTE employee per 3,600 population to be considered an Enhanced Level Library
or
- One FTE employee per 2,750 population to be an Exemplary Level Library.

In addition, this standard recommends:

- One MLS accredited librarian per 15,450 population at the Enhanced Level
or
- One MLS accredited librarian per 9,500 population to meet the Exemplary Level.

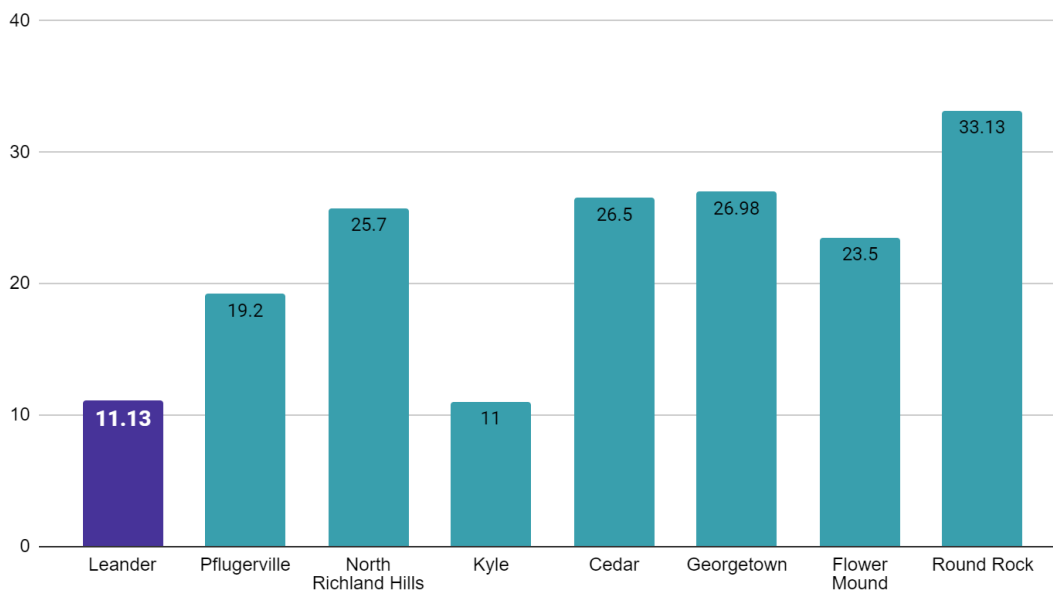
LPL meets the TLA enhanced level by having 5.45 FTE master's degree librarians on staff but is well below the standard of total number of staff. LPL's total staff of 11.13 FTE should fall between 20.66 and 27.05 based on the current population served. When comparing Leander's staff to peer libraries it is second to last in total full-time employees, just above Kyle Public Library. To meet the enhanced, or lowest TLA staffing standard, 9.53 staff positions need to be added.

Library Name	Population Served	Total Library Staff (FTE)	MLS Librarians (FTE)	Library Staff per capita
Leander Public Library	74,375	11.13	5.45	0.15
Pflugerville Public Library	65,556	19.2	8.00	0.29
North Richland Hills Public Library	70,663	25.7	9.43	0.36
Kyle Public Library	76,059	11	3.00	0.14
Cedar Park Public Library	77,912	26.5	7.00	0.34
Georgetown Public Library	86,507	26.98	10.00	0.31
Flower Mound Public Library	107,708	23.5	10.00	0.22
Round Rock Public Library	126,697	33.13	14.50	0.26

Library Name	Total Library Staff (FTE)	TLA Range to Meet Staff Standard	# MLS Librarians (FTE)	TLA Range to meet MLS Librarian Standard
Leander Public Library	11.13	20.66 - 27.05	5.45	4.81 - 7.83
Pflugerville	19.2	18.21 - 23.84	8.00	4.24 - 7.44
North Richland Hills	25.7	19.63 - 25.70	9.43	4.57 - 7.44
Kyle	11	21.13 - 27.66	3.00	4.92 - 8.01
Cedar Park	26.5	21.64 - 28.33	7.00	5.04 - 8.20
Georgetown	26.98	24.03 - 31.46	10.00	5.60 - 9.11
Flower Mound	23.5	29.92 - 39.17	10.00	6.97 - 11.34
Round Rock	33.13	35.19 - 46.07	14.50	8.20 - 13.34

Peer Library Comparison of Staff FTE

FY 2023



Facilities



“I am sure the current library was planned when Leander was a very small town so I hope the library can get the funding it needs to expand and become the type of library fitting of the size of city Leander is and will be. It is great to see there is interest in improving the library. Thanks!” -LPL survey response

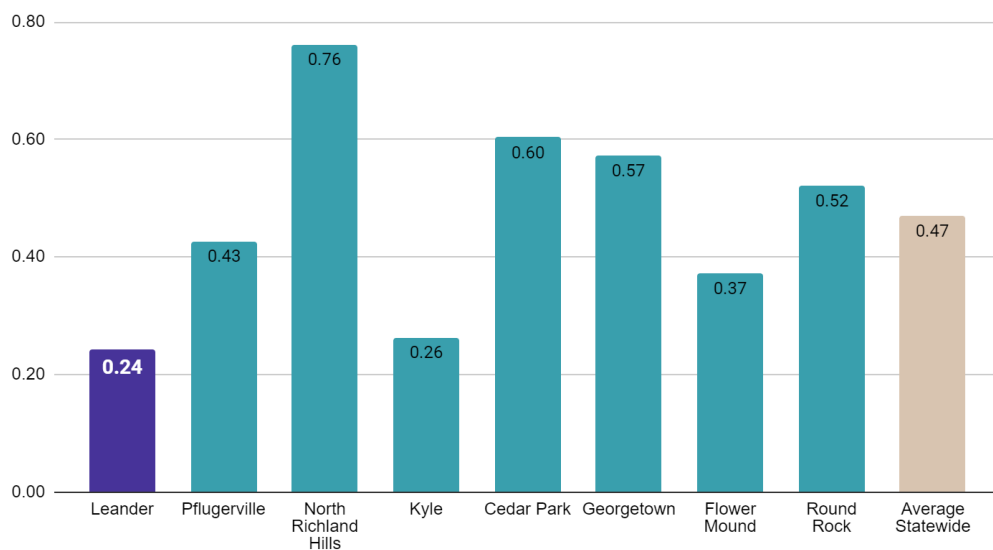
The current Leander Public Library was built in 2006 after many years of the library being in several locations and managed by volunteers up to 1993. It is located on the Old Mason Farm and is next to the restored Mason Homestead which is owned by the City of Leander and used for community events. It is an attractive building, with well-kept grounds, many outdoor sculptures, open walkways or porches and connected to nearby neighborhoods via a walking trail. The building is 18,000 square feet and includes an additional building connected by a covered walkway. The smaller building is referred to as an annex and includes a public meeting room, a used bookstore, public restrooms, a kitchenette, and staff offices. This meeting room is used as a voting location, rented meeting space, and by other city departments which creates some difficulty in scheduling library events. The meeting room is also too small for the

population that it serves. The same is true for the main library building as there is a lack of office space for staff, not enough room for the book collection, and an extremely cramped children's library, storytime room, and almost nonexistent teen area.

When comparing Leander's library square footage to its peer libraries, it falls in last place and well below the statewide average of square footage per capita.

Library Name	Population Served	Library Square Footage	Library Square Footage per capita
Leander	74,375	18,000	0.24
Pflugerville	65,556	28,000	0.43
North Richland Hills	70,663	53,800	0.76
Kyle	76,059	20,000	0.26
Cedar Park (new building)	77,912	47,000	0.60
Georgetown	86,507	49,500	0.57
Flower Mound	107,708	40,000	0.37
Round Rock	126,697	66,000	0.52
Average Statewide			0.47

Library Square Footage Per Capita



The community and leadership conversations, and community-wide survey all confirmed the need for a larger library. In the community-wide survey, a majority of respondents were neutral (neither satisfied nor dissatisfied) about the children's spaces, but comments included requests for larger children's spaces or additional children's and teen services. Throughout the survey, the overall theme was requests for additional services which would require a larger building.

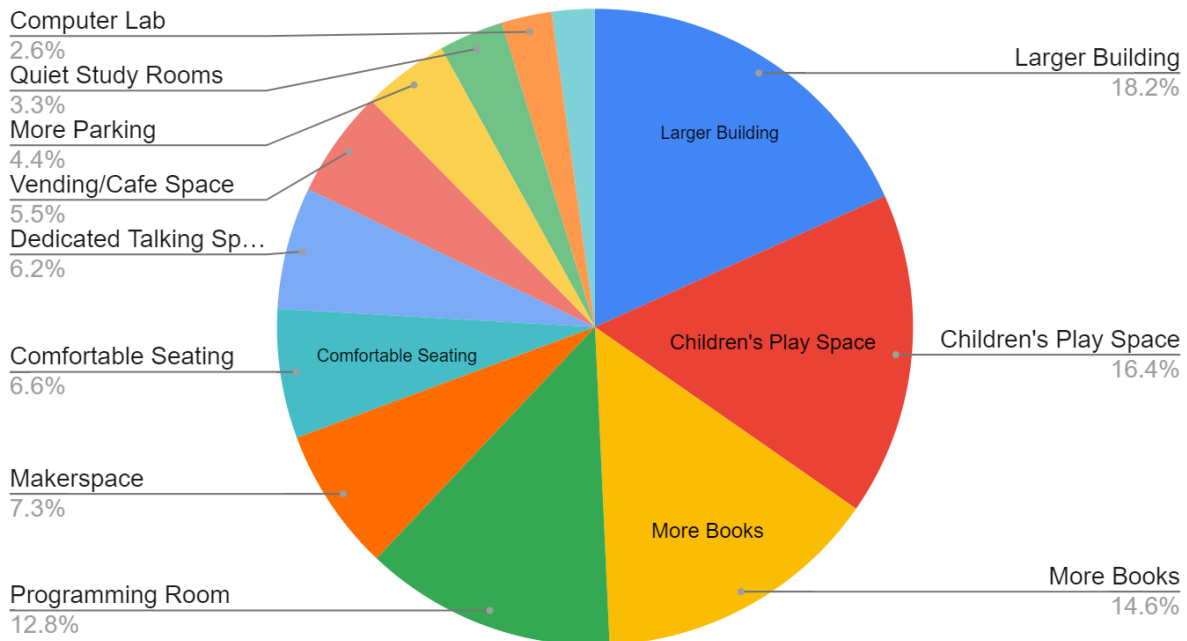
The top 5 most requested spaces in the survey were:

- A larger library,
- More room for books,
- Children's play space,
- Dedicated room for programs for all ages,
- Maker space with a variety of technology and equipment

Other suggestions for the library included more study rooms that could be reserved, a coworking space, and a vending or concession area.

“I see coffee shops busy all the time with customers. It would be really cool for the library to become a trendier hub and useful co-working space for our community to gather.” -LPL survey response

Spaces Desired in a New Library



“The children’s area feels so cramped. It’s not a place where I can bring my kids to chill and read. I would love it if it could be larger with fun, unique, and comfortable seating.” -LPL survey response

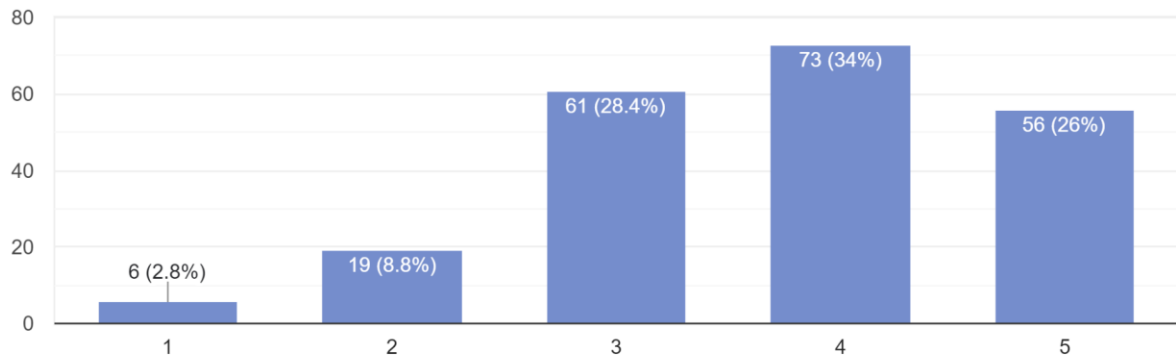
Programs and Services



According to the community-wide survey library users are very satisfied (26%) to somewhat satisfied (28%) with Leander Public Library's programs. There are also many suggestions on the survey for additional programming ideas for all ages which signifies a desire for a larger variety of programs. The main areas of dissatisfaction with programming concern the lack of enough space, especially for children's events, and the need for a dedicated programming space since current programs are canceled or displaced when the large meeting room is used for voting or other city or community events.

How would you rate library programs?

215 responses



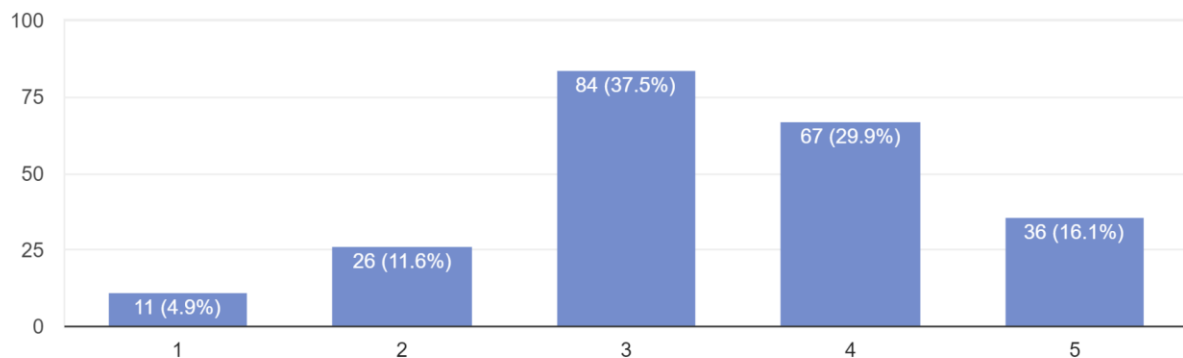
“The library collection is good but definitely needs to be expanded. But the limited space (and possibly limited budget?) is what limits the selections, not the imagination and ambition of the library staff.” -LPL survey response

Survey questions about LPL’s collections trend more towards being neutral or neither satisfied nor dissatisfied with the library’s collection of materials. In comparison to peer libraries Leander’s circulation or use of library materials is second to last. This illustrates along with comments on the community-wide survey that library users are checking out materials, but often are not finding what they want or have to wait a long time for popular materials to be available. This signals that there is not the depth in certain collections or variety needed by the community. Leander is below the statewide average of expenditures on library materials per capita and falls in second to last place on expenditures amongst its peer libraries. Comments on the survey included requests for more nonfiction books, more children and teen books, and an overall desire for more depth and coverage of topics both in physical and digital formats.

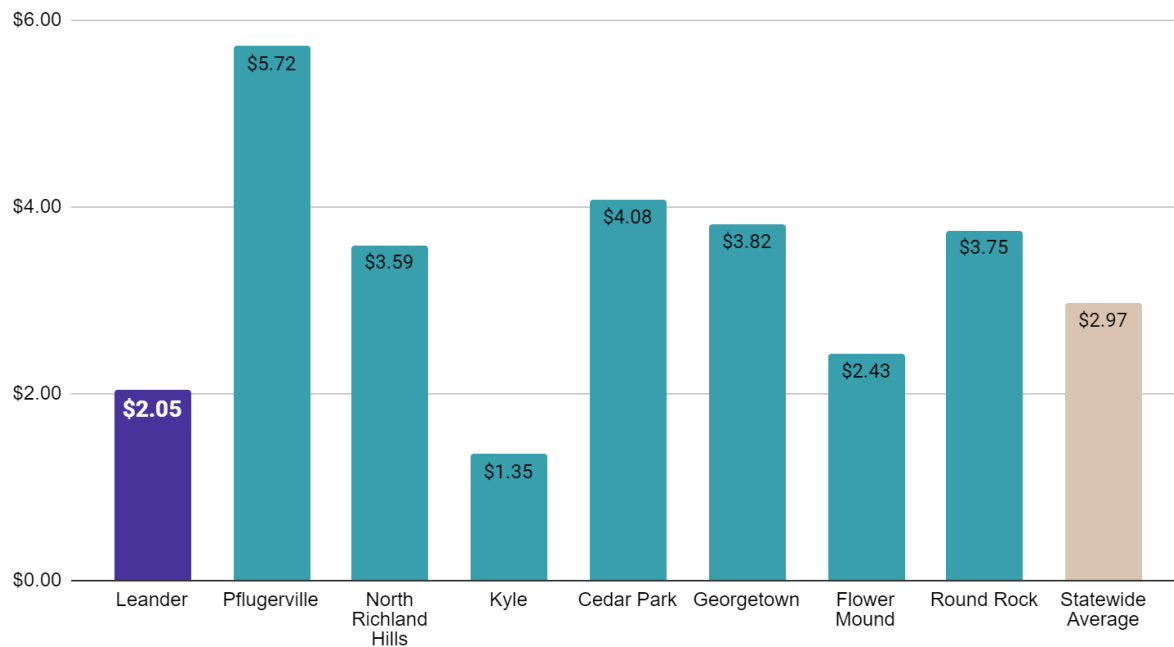
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How would you rate the library's collection of materials?

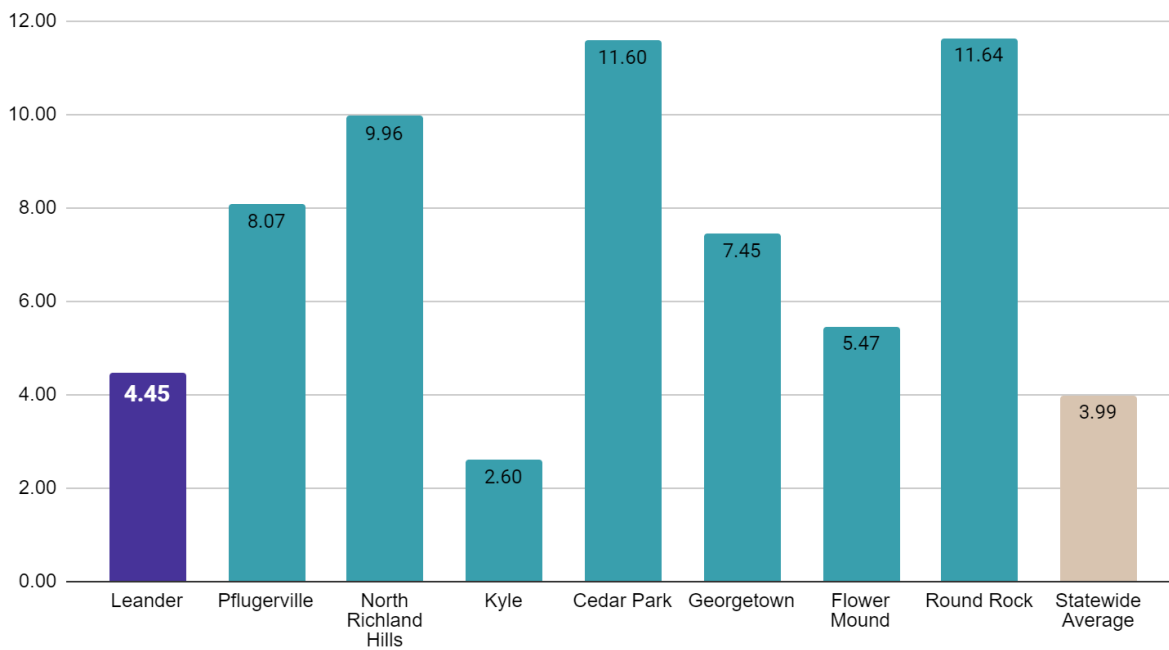
224 responses



Material Expenditures Per Capita

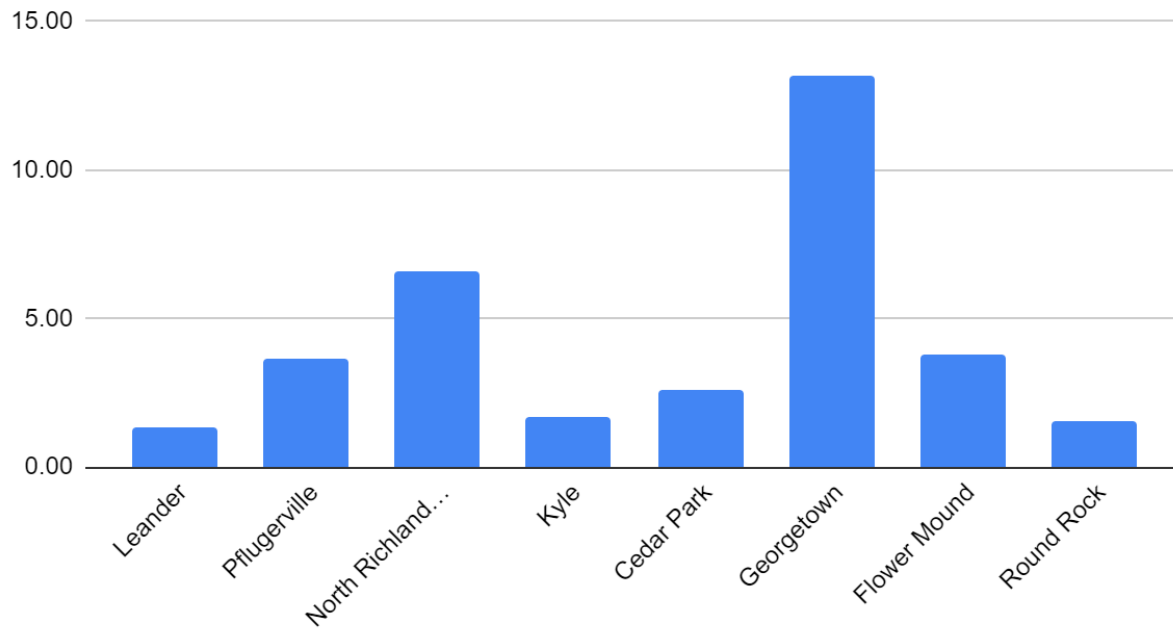


Total Circulation Per Capita



“You need more books! Recent books. And multiple copies.” -LPL survey response

Items per capita



Population	Enhanced collection/TLA Standard	Exemplary collection/TLA Standard
50,000 - 99,999	2.04 items per capita	2.79 items per capita

Recommendations

The following lists PLAN's recommendations for Leander Public Library. The Library Director and city of Leander management will determine the action steps needed over the next 5 years.

Facility Recommendations

- Increase the square footage of the library building to between .6 SF and .8 SF per capita in anticipation of 5 - 10 years of future growth in the current population and take into consideration comparable libraries' square footage per capita. According to ALA and TLA standards, Leander needs between 40,000 and 50,000 square feet to serve a projected population of 100,799 in 2028.
- Hire an architect to determine the size, location, and cost of a new building compared to the cost of additions made to the existing building to meet the square footage requirement of a population of 100,799 residents in 2028. Brown Reynolds Watford + Architects Inc. developed a city of Leander comprehensive plan in 2021 and it does provide four recommendations for enclosing and rearranging spaces at the current library building and/or building a new library but does not list enough additional square footage to meet growing community needs or to compare favorably with peer libraries. According to standards and peer libraries, Leander should have a 40,000 and 50,000-square-foot library. Also, based on the distances required to travel to a library and requests from community members on the survey for library services in the north part of Leander there needs to be a plan for mobile/bookmobile services or a branch and main library system. See the table below for standards on square footage based on population projections.

Year	Population Served	Current Square Footage	Square Feet @.47 SF Per Capita (Texas Overall Average)	Square Feet @.6 SF Per Capita (ALA Standard)	Square Feet @.8 SF Per Capita (ALA Enhanced)
2024	74,375	18,000	34,956	44,625	59,500
2026	95,846		45,048	57,508	76,677
2028	100,799		47,376	60,479	80,639

- Factor in travel times and driving distance to the new or existing library site. The average population-weighted distance to a public library in the United States is approximately 2.1 miles. The growth and available land allow Leander to establish library services in locations that provide population-dense and ease of access to this important community amenity.
- An architect can also determine the feasibility and budget for developing a main library with a branch library in other parts of the city. A final consideration is one main library building that meets square footage per population standards and the addition of a mobile service/bookmobile to serve other parts of the city.
- More space is needed for children's services, programs, and materials in both the current building and when planning for a new building. Community survey responses support this with a majority of respondents requesting a larger library building with increased children's space, dedicated programming spaces for all ages, and more room for library materials.

Staffing Recommendations

- Establish the Library as its own city department with the Library Director as the head of this department, leading and managing the day-to-day functions of the department with the same level of responsibilities and rank as other city department heads and reporting directly to the city manager.
- Increase staffing levels to 20 to 27 FTE staff from the current level of 11.13 FTE. This will require an increase in the salary and wages budget. Development of a multi-year staffing plan is essential in achieving this goal and increases in staffing should be well on its way by the time that a new building project has started.
- Maintain the same number of degreed librarians, but review the organizational chart and identify more librarians who can be moved into a middle management or supervisory role to provide evening and weekend support and decision making.
-

Collections and Programming Recommendations

- Increase the library's materials collection from 101,930 to between 200,000 - 280,000 items. This number includes both physical items and digital items. There is not enough square footage in the current building to achieve this immediately. A branch or bookmobile could be another place to house materials and rotate them between the main library and other service points.
- Determine the percentage of the library collection to be offered in physical format vs digital format.
- Determine the square footage needed for additional shelving to hold an increased number of physical library materials and purchase 66" shelving on casters for the adult collections to make shelving mobile and easier to rearrange.
- Increase the library's materials budget to \$3 per capita within the first year of this plan to be at the statewide average.

- Review all new programming requests listed in the community-wide survey and decide which to add to the current rotation of events. More staff must be put into place in order to add additional programming.

Appendices

The following reports summarize meetings and surveys conducted by PLAN.

Community Conversation Report #1

Aug 27, 2024

On Tuesday, August 27th the first of two community conversations was held at Leander Public Library with 10 people in attendance including the presenter and two Leander Public Library staff members. The focus was to discuss both the city of Leander and its public library to aid in determining community needs and assets.

When the group was asked what they loved about Leander they immediately mentioned that even though there has been tremendous growth in this community there is still a small town feel with people being friendly. They discussed an ease of getting from place to place with little traffic, and individuals interested in being involved in community events, expressing that even though there are many people moving in from different countries, cultures, and other areas of the state that it is easy to connect with each other. The belief is that there is lots of space in Leander for expansion and a possibility for something wonderful to happen!

The biggest challenges facing this community are a lack of infrastructure to meet the high level of development. There is not enough money at the city level to support improvement of services to meet a larger population's needs.

They expressed the following concerns:

- Moving into the city is becoming less affordable with an increase in property values
- There are not many recreational activities such as bowling, movies, escape rooms
- Businesses are reluctant to locate in Leander if they already have a presence in Cedar Park which is nearby.
- Leander Public Library is too small for the community.

DIVING DEEPER IN:

When asked why they believed progress was not being made on challenges facing the community the group mentioned bureaucracy and money right away. It was also mentioned that time and patience were needed for current development projects to be completed and that this would potentially fix some problems. There was a concern about poor management of resources (why was the Leander Lagoon water park proposed when there are so many water issues in the community?). There was also discussion about Leander moving towards being a destination place vs a complete focus on attracting businesses and infrastructure issues. If Leander could attract more dollars being spent in the community than what is currently going to Cedar Park, it could aid in increasing sales tax revenue. It was agreed that Leander is in a vicious circle right now. Addressing these concerns of how to purposely target the greatest potential revenue sources strategically could be the turning point for reversing the loss of potential city capital and revenue.

Dreams for the future include a desire to keep the small town feel by creating a quaint downtown with places to shop, eat and play in the park or spend time with friends and family. A desire for more art and culture with a museum and art gallery which includes a place to learn about Leander and its history. Development of public/private partnerships would help with financial support of some of these ideas. The attendees want Leander to be a place to stop and visit instead of a place to drive through on the way to somewhere else.

Top challenges were identified as:

1. Water
2. Traffic
3. Property Values
4. Activities/Entertainment Options
5. Economic Development

ROLE OF LEANDER PUBLIC LIBRARY

Views on what role the library could play in addressing challenges included the library as a place for people to connect and create community by providing programs of interest to all age groups and more spaces for organizations to have meetings since it is hard to find these spaces in Leander. The library could continue to be the education and information space by supporting individuals in achieving certifications, and resume writing, and nurture creativity by supporting entrepreneurs, and providing spaces for creators and artists to come together or showcase their work.

When asked about what this group loved about the Leander Public Library they mentioned game nights, programs for all ages including homeschool programs, and that the library has quiet space and amenities that make it a good third place for work.

Participants would like Leander Public Library to provide a maker space with 3D printers and potentially science centers similar to what has been provided in the Leander School District. There is a desire for more workspace and quiet rooms, more digital materials, video games to check out, Wonderbooks which are read-aloud books that could be offered in a variety of languages, and play kits for kids/families to take home. Multilingual services are important since Leander is a very diverse community.

Improvements mentioned included the need for more space, more financial support for the Library, a separation from the Parks Department so that the Library stood on its own as a city department, more breadth and number of items available in the physical collections, increased number of digital materials, and additional local artwork.

In conclusion, the three main takeaways concerning the library from this conversation were:

1. A need for more money for the library
2. A desire to maintain a small town feel while meeting community needs at as steady a pace as possible. There is a recognition that the explosion in growth and population has created so many community needs . The library plays a major role in supporting members of the community to connect with one another and find resources to support their educational, recreational, and professional needs and should continue to grow as well.
3. More physical space for the library.

“I love our library and have been coming since 2014. I would love for us to have a larger space with dedicated enclosed spaces for teens, and a bigger space for the littles, and larger meeting/study spaces. “ -LPL survey response

Community Conversation Report #2

September 5, 2024

On Thursday, September 5, 2024, the second of two community conversations was held with 5 people in attendance plus the library director and consultant to discuss the community of Leander and the library. When asked what this group loved about Leander, the small-town feel was mentioned immediately along with the free city programs, the spaciousness of the community, feeling close to nature, welcoming and friendly people, the schools, and being able to easily talk to and reach city council members.

The biggest challenges facing Leander were:

1. Traffic,
2. Growth,
3. Water,
4. Taxes,
5. HOAs (homeowner associations),
6. Increased socio-economic inequality,
7. Transportation and commuting into Austin.

The theory that engagement decreases as the population increases was discussed as a challenge. There was a feeling that this is happening in Leander and a concern that this may impinge on the small town feel that is an important aspect of living in this community.

Dreams for the future of Leander included more entertainment such as a bowling alley and movie theater, maintaining a small town feel while continuing to grow, more resources for those suffering from mental health issues, better transportation options, more businesses with the hope that this would increase tax revenues, mixed-use neighborhoods, affordable housing, and maybe even a tiny home community.

The top challenges facing Leander include engagement with and awareness of community issues and resources, socio-economic inequality, and lack of secular resources, especially for individuals struggling with mental health problems. When reviewing these major challenges facing the city, money, communication, and the very busy young families that make up a majority of Leander's population make it difficult to overcome challenges. The younger families are involved in so many activities that there is no time for them to attend community meetings or events, or go to city council meetings to voice concerns or understand the major issues facing Leander.

ROLE OF LEANDER PUBLIC LIBRARY

When the group was asked how the library could address some of the challenges they mentioned offering programs on certain topics, providing community meeting places, being a part of communicating issues of how to best work with city officials or

city council, providing co-working spaces, and being a connecting place for people to meet one another such as parents attending storytime.

Services that this group would like the library to offer included programs for all ages, bigger spaces, especially for children, with more toys and resources. There was a desire for larger physical collections, mainly books. Other program ideas included a resource fair, game nights, networking or career fair, and tutoring.

The group suggested the following overall improvements for the library: more space, expanded hours, more staff, a staff person to focus more on social media and getting the library's message out to the community, 3D printer, outdoor spaces, a playscape for children, more parking, some type of utilization or partnership with the Mason House, library events in different parts of town similar to what has happened at one of the local parks, mobile service to take the library out to the community, and more advertising of digital services that the library provides.

When asked what they love about their library members of the group mentioned library programs, library staff that are kind, friendly, and welcoming, the small town feel of using the library, accessibility and low cost for young families to attend library events, and that the building is visually appealing with a beautiful exterior which makes it a source of pride and it's a wonderful place to escape to in the summer.

MEETING CONCLUSION

In wrapping up, the top takeaways from the evening's conversation were that the community needs:

1. A larger library with more space
2. The library needs resources to increase its engagement with the community which could happen in a variety of ways such as programming in other parts of the community, branch library buildings, more social media communication and advertising of library services
3. The library should be the community connection place with programs and meeting spaces to encourage interactions and a welcoming environment for newcomers moving into Leander.

"I love our library and have been coming since 2014. I would love for us to have a larger space with dedicated enclosed spaces for teens, and a bigger space for the littles, and larger meeting/study spaces. " -LPL survey response

Leadership Conversation Report

August 28, 2024

On Wednesday, August 28th 12 attendees plus the Leander library director and PLAN consultant met to discuss the opportunities and challenges facing the city of Leander and the Leander Public Library. Attendees included city of Leander department heads and the executive director of the Chamber of Commerce.

This group stated that they love the small-town sense of community in Leander. It is a place with big city amenities, but small-town conveniences. There are hospitals, a college, and a lake within a 5-mile radius which makes for a nice balance of city and nature. It feels safe and people care about their community with many choosing to volunteer at community events and organizations. They appreciate the cultural diversity and the number of parks, the golf course, and activities for families.

The biggest challenges facing Leander are that there is a feeling that everyone is chasing the quick growth that is happening and trying to keep up which is stressful. They want to keep the small-town feel and also develop a shared vision of where the city is going. There are facility needs such as larger spaces for the library, the athletic complex, and even the unbuilt senior center. Facilities need to be built to accommodate the future population, not the current population of Leander. There is also a need to better accommodate different cultures in the city.

Issues that keep Leander from making progress on the challenges include a need for better communication and outreach to the community. There is a feeling that the community lacks a well-developed and central communication mechanism. There also needs to be better trust between the city of Leander, the Chamber of Commerce, and citizens. Changing the perception that doing business in Leander is difficult needs to be a focus as well. In order for development to continue everyone needs to be patient because there is a lack of infrastructure and getting that infrastructure in place quickly is a challenge. There are concerns about the cost of living increasing and it is both a challenge and opportunity that the old money and founding families are mainly gone. This creates less of an opportunity for public-private partnerships and financial support of cultural institutions but also allows for innovative and new ideas to flow more freely.

Dreams for the future include more facilities, more people/city employees. Desire for beautiful boulevards (more like Lakeline), green spaces, and an emphasis on the natural beauty of this area. More recreation options would be appreciated like pickleball courts, and an indoor/outdoor dog park because Leander loves dogs. Also a desire to make old town Leander even cooler than it is now and more connectivity between sidewalks and trails of all kinds.

Leander's top challenges identified by this group were growth, keeping the small town feel, accommodating many cultures, increasing facility size of many buildings, and increasing activities for all citizens. The library can address challenges facing the city of Leander by helping to improve communication. The library is connected to lots of families and they could help get the word out. They could also use a bookmobile and help advertise what is going on through the activities and program for adults and teens. The library does need more resources to reach more people. There is a need for more community meeting spaces which the library could provide, but the location of the current building is a challenge, especially for people who live near Ronald Reagan Boulevard. It was also mentioned that a coffee shop and a beautiful plaza at the library and places for work-from-home employees to use would be ideal.

ROLE OF LEANDER PUBLIC LIBRARY

When asked which services this group would like the library to provide they mentioned:

1. Coworking spaces
2. More conference rooms
3. New library
4. Keep all of the current activities and programs
5. Makerspace
6. Coffee shop
7. Genealogy/Historical Room/Museum like Round Rock Public Library
8. Outside spaces and activities for kids
9. Senior citizen services such as teaching them how to better learn technology as the library is seen as a non-threatening space and very attractive to senior citizens.

This group wants to improve the space at the library with one suggestion being that the outdoor porch spaces be enclosed and both the main library and annex be connected. Members of the group do like the porches and would not want to lose them all. There are nice views from the library and a group that consistently uses the shaded porch early in the morning before the library opens. They want an expansion of the sculpture on the grounds and for more local artists to display their work. They would also like to see an expansion of the library's social media presence.

Overall, this group loves the friendly library staff, customer service, the welcoming feel of the building, and the number of children and families that use the library. They believe that the library uses its resources well, it is easy to find things in the building, and that the outdoor art and landscaping are beautiful.

MEETING CONCLUSION

The major takeaways from this conversation were that:

1. The library has major space needs to meet the population growth and current use of their building,

2. There is a communication role for the library and
3. The library is a hub in the community as not only a focal point but also a welcoming place and a place for new residents to connect with others.

“The library really needs an update. Great staff. Great collection. Update the building and amenities. ” -LPL survey response

Staff Interview Report

On August 7th and 8th of 2024, the consultant met individually with 12 staff members of Leander Public Library representing all the library departments. The average number of years worked was 3.5. Four employees have worked at the library 5 years or more with the longest tenure at 8 years. Seven of the employees have worked at another library in a nearby city such as Cedar Park or Round Rock or in another state and 5 of the employees did not have previous library experience before working at Leander Public Library. The overall impression is that the employees enjoy their work at the library, like their coworkers, have respect for the library director and the professionalism she brings to her position, and were open to discussing the issues facing Leander Public Library and the city.

According to staff the best things about Leander are:

- Opportunity for the development of housing and businesses
- Diversity of the community
- Small town feel with a lower cost of living
- Easy commute
- Close to Austin

The challenges facing Leander include:

- Lack of infrastructure
- Fast growth without a lot of planning
- Slow development
- Business growth is lagging
- There is a lack of third spaces to go for work, recreation, relaxation
- Becoming too expensive
- Small-town thinking

When asked how the library could improve the quality of life for Leander residents the top suggestions were:

- Offer a free card to all people with a Leander address. Currently, residents of Leander who live in one of the MUDs (Municipal Utility Districts) are required to pay \$15 for a library card and this causes confusion and disappointment
- Provide a third space at the library with more room for studying and lounging
- Offer more resources to support entrepreneurs

Library staff said if they had unlimited funds to improve the library they would:

- Build a new library building
- Hire more staff
- Purchase more physical materials to increase the size of the collections and have more foreign language items
- Create a larger children's space
- Create more office space
- Designate more quiet/study spaces
- Have a café or concession area
- Build a larger parking lot
- Have more storage spaces in the building
- Have a large programming space, a classroom, and a staffed maker space

During the interviews the staff had a long list of suggestions of things that the library was missing or that the community was asking for from the library. They included:

- Study spaces
- Newer books
- Books in foreign languages
- Play spaces
- Kits to check out
- Notary services
- Hotspots to check out
- Meeting rooms
- Sound system and smart tv for meeting rooms
- Storage space
- Homeschool resources
- Office space
- More middle managers especially for evening and weekend coverage
- Library of Things
- Concessions

The staff felt that the most important programs that the library offered included:

- Internet, printing services, and onsite computers
- Children's storytime

- Programs for all ages
- Competent and friendly staff
- Books and library collections
- Study space
- Summer reading programs
- Craft programs
- Digital materials
- Volunteer program
- Seed library

The top things that the staff love about Leander Public Library are:

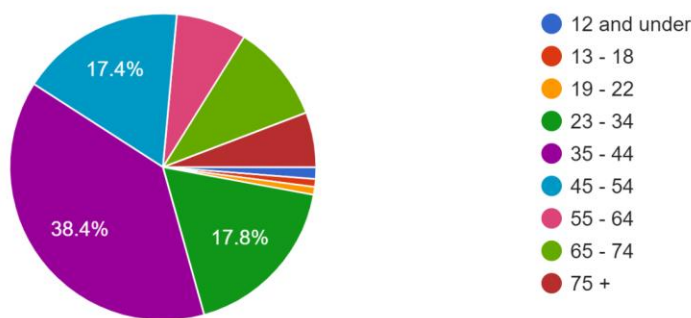
- Location of the building
- Library programs
- Library collections
- Community/Library patrons
- Coworkers
- Autonomy in the work that they do

Community Survey Report

A library survey was conducted between August 15 and September 20, 2024. The library received 242 responses with 94% of respondents living in Leander zip code area 78641.

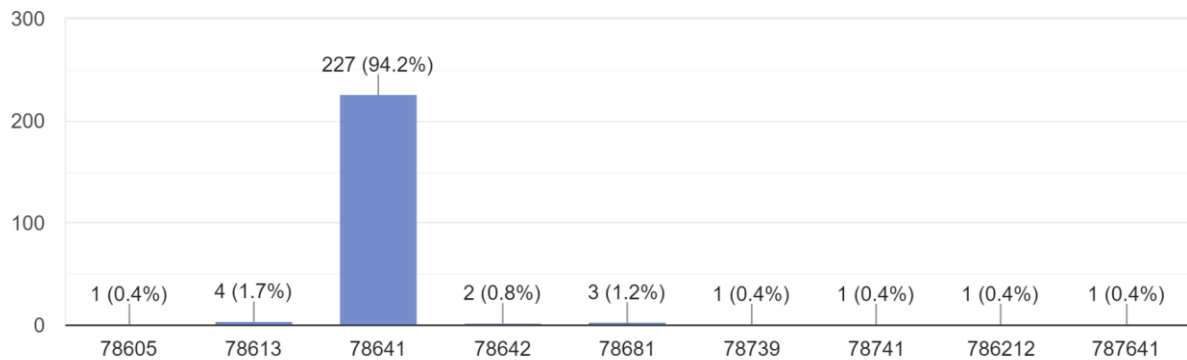
What is your age? We want to make sure we hear from all ages of community members.

242 responses



What is your zip code?

241 responses



83% of respondents had a Leander Public Library card with 38% using the library on a monthly bases.

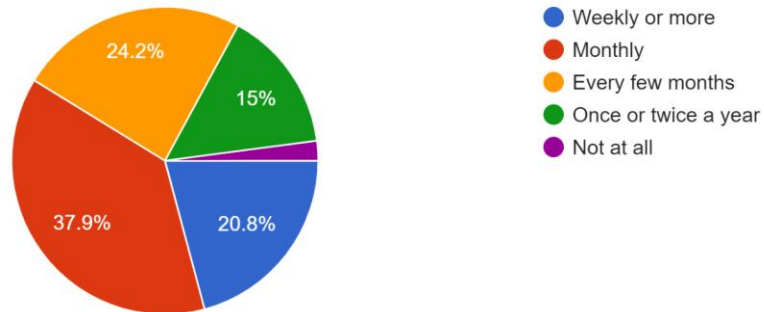
Do you currently have a Leander Public Library card?

241 responses



How often do you visit the Leander Public Library?

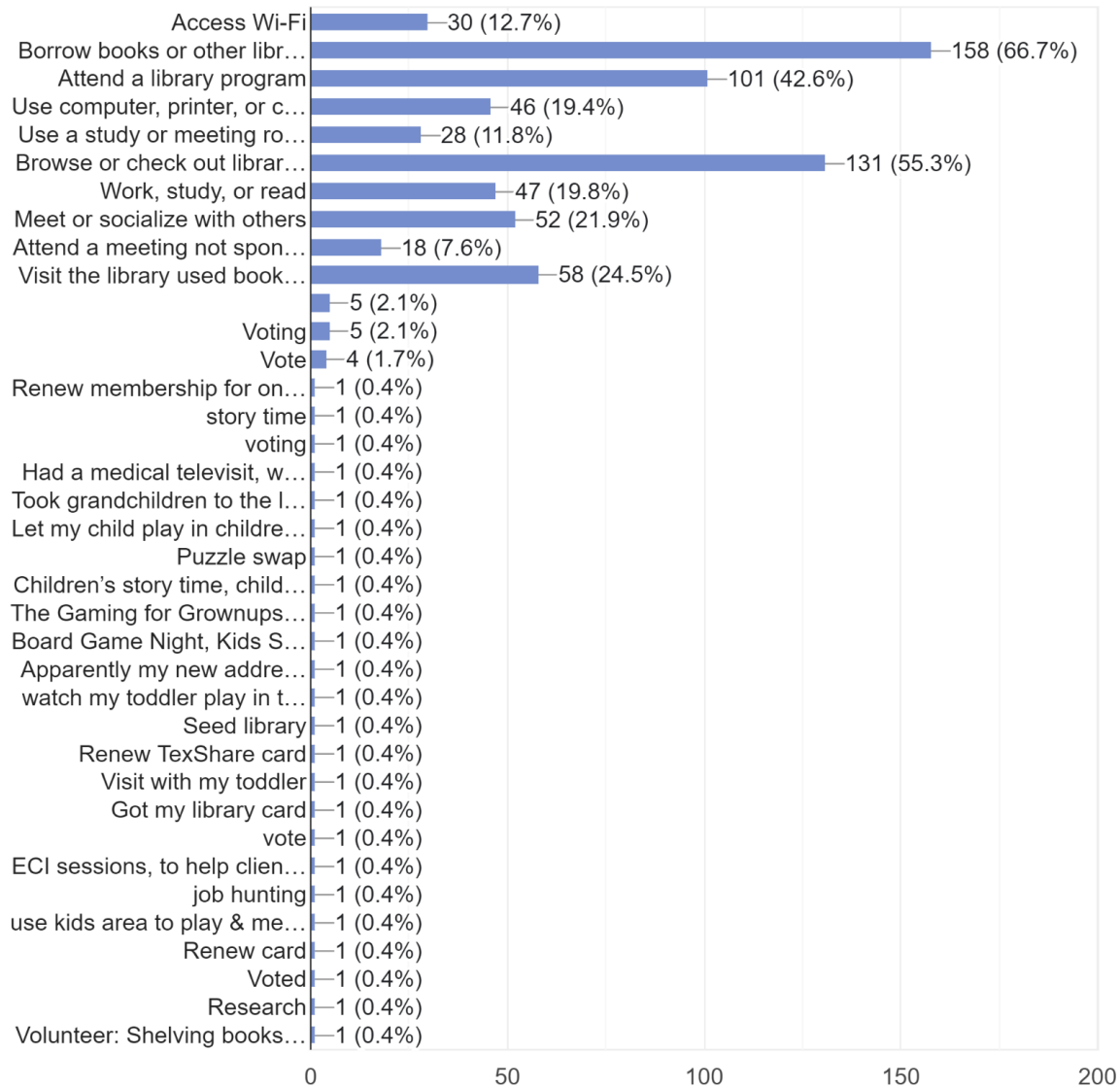
240 responses



The most used services at the library were to borrow or browse books, attend a library, stop by the used book store or meet and socialize with others.

If you visited the Leander Public Library in the last year, how did you use the library? Check all that apply.

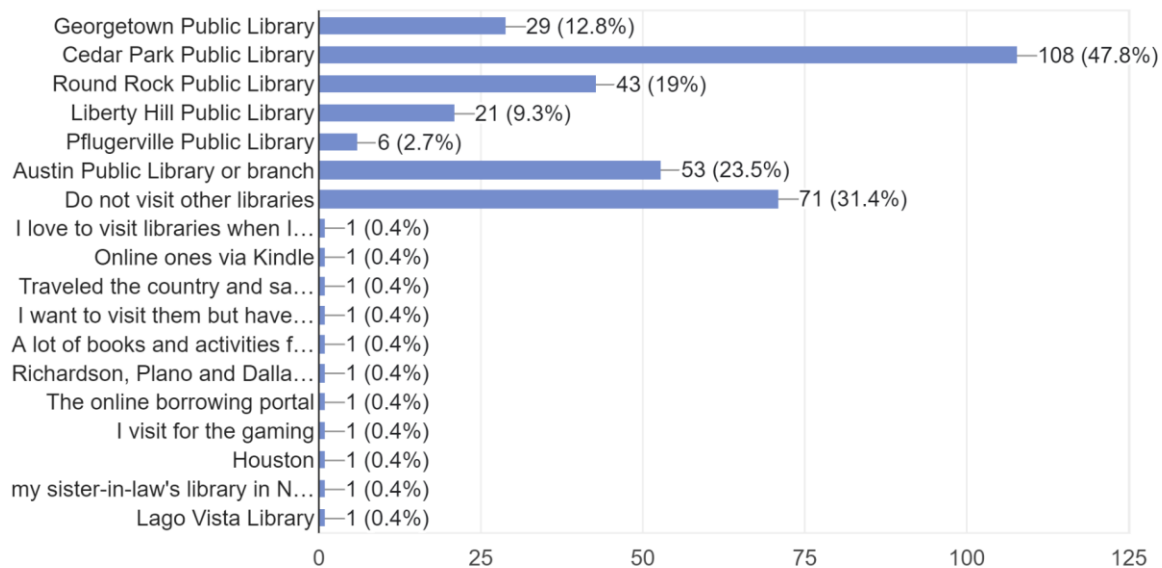
237 responses



47% of responders visit Cedar Park Public Library, 31% do not visit other libraries, and 23% visit Austin Public Library or one of their branches.

What other area libraries do you visit?

226 responses



The main reasons for visiting Cedar Park Public Library was because the children's space is larger or to check out a book that Leander Public Library did not have. In order to use the Cedar Park Public Library, Leander residents must pay a fee.

A sampling of comments for using other libraries included:

"We always go to the round rock library because it is much larger, brighter, and joyful to be in. Sorry, but I'd love if we got some upgrades in Leander!! I especially love the large children's floor and private study spaces."

"Often surrounding libraries will have newer/more obscure items I cannot find at LPL or they may have seating areas/study areas that are a bit more enjoyable than LPL's offerings."

"The seminars for all ages, particularly in the summer with older kids in mind, were great. From crafts to speakers about geology in Texas, great stuff. Pajama night."

"The availability of more than one copy of new books lures me in. I don't mind paying for membership then. Their hours are so much better too. Open on Sunday as well."

"They have a huge collection of books! Whatever you name it they have. I would also like for you to have a coffee shop for people who work so that people do not have to get out of the library for getting a coffee and getting back to work."

"The CP Library has an absolutely gorgeous and inviting children's area. Ours is cold and boring. Where are the toys? Where are the crafts? The color? Their toddler story time is also incredible."

"We paid for a library card with Cedar Park PL because they simply have more children's books and we are able to usually find what we need. They were also offering more homeschool programs and allowed us to rent a large space at a nonprofit rate for \$15/2 hours. CPPL became our home library because we simply used it more."

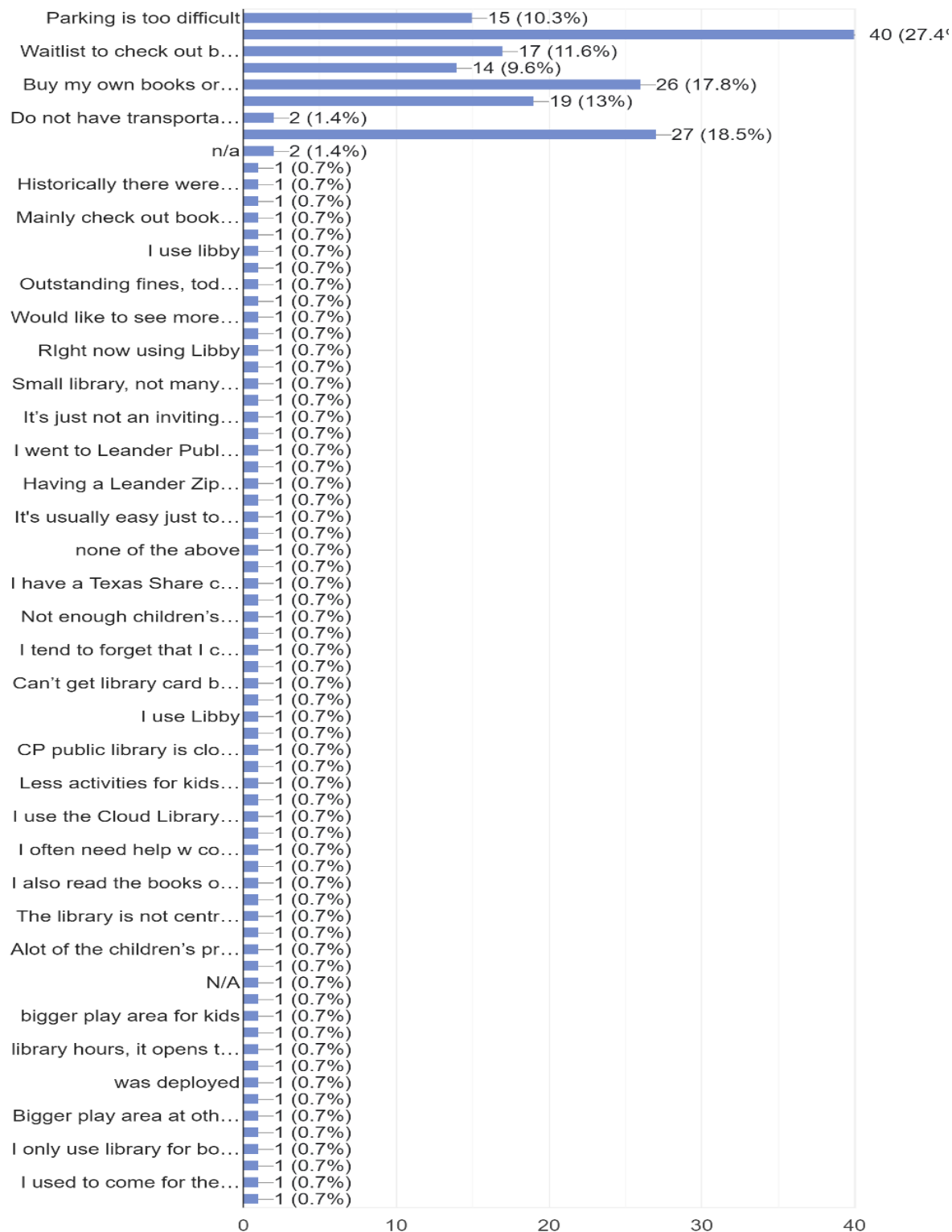
"They have a nice, big play area for my child with a lot of toys. Parking is less of an issue there. Also, they have more staff, which allows for more of a variety of program times, such as story time. "

"Hindi, Marathi language books were available, good parenting books"

When asked why they did not use the library regularly the most common reasons chosen were that the books or materials wanted were not available, they are too busy, buy their own books, and the waitlist for new books is too long.

If you do not use Leander Public Library regularly, why not? Check all that apply.

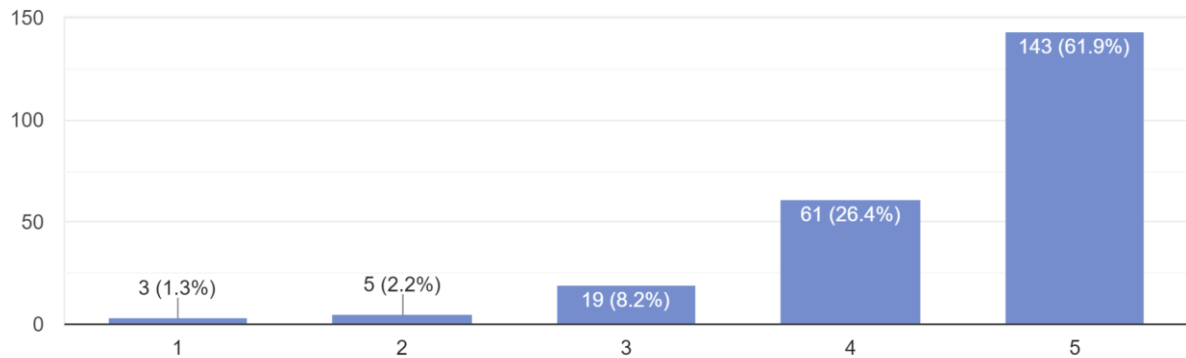
146 responses



62% of respondents were very satisfied with the library's customer service and 26% were somewhat satisfied.

How would you rate the library's customer service?

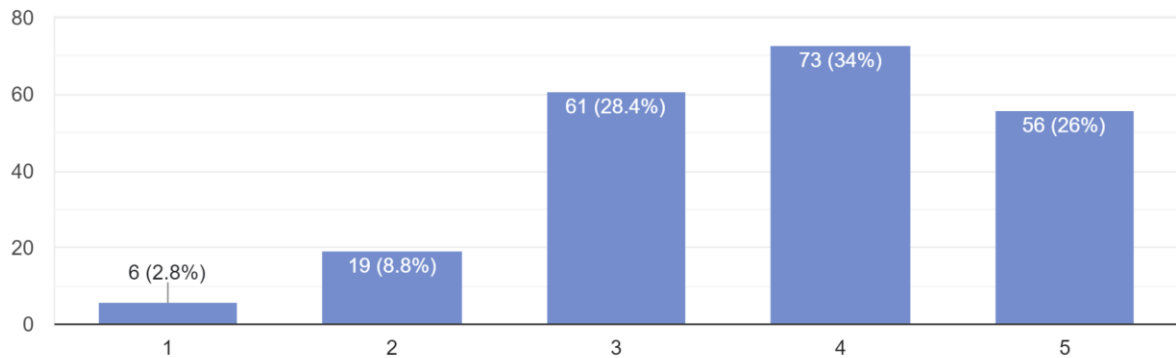
231 responses



26% of the respondents were very satisfied with library programs, 34% somewhat satisfied and 28% neutral.

How would you rate library programs?

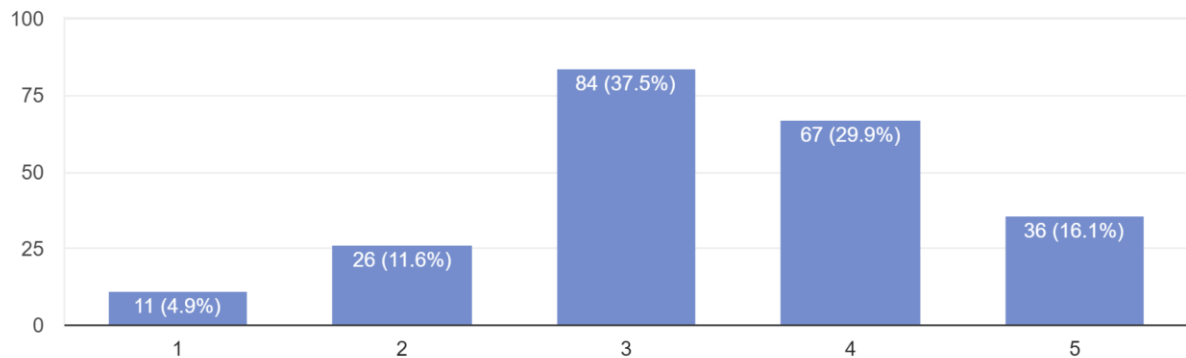
215 responses



38% of the respondents were neutral when asked about the library's collection of materials, 29% somewhat satisfied and 16% very satisfied. 16.5% of the respondents were somewhat dissatisfied or unsatisfied.

How would you rate the library's collection of materials?

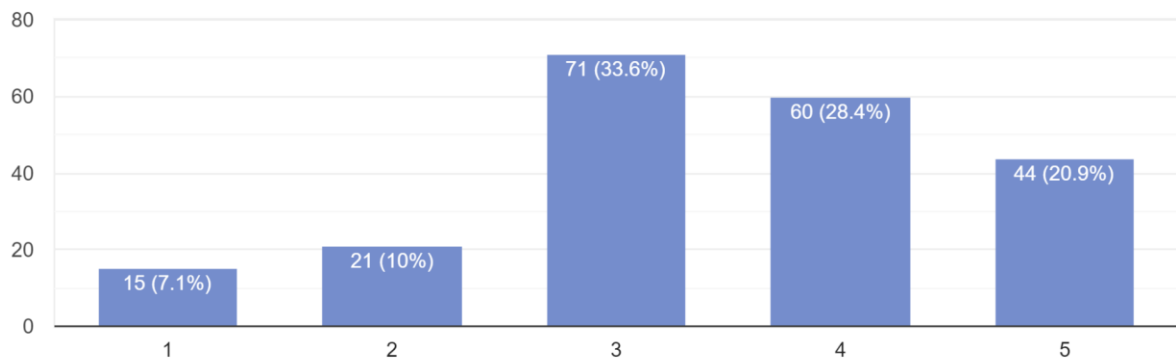
224 responses



33% of the respondents rated children's spaces as neutral with 27% of the respondents somewhat satisfied and 20% very satisfied. 17% were somewhat dissatisfied or unsatisfied.

How would you rate the children's library/spaces?

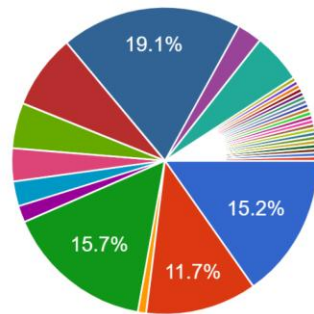
211 responses



See this resorts section on facilities for further defined recommendations about survey requests for new library spaces.

Please choose the most important spaces you would like in a new public library.

230 responses



- Children's play space
- Dedicated rooms for programming and activities
- Teen space
- More room for books
- Computer lab or classroom
- Quiet study rooms
- Vending/coffee/eating spaces
- Dedicated talking spaces for phone calls

▲ 1/5 ▼

Building Assessment

Library Area / Space	2024 Current Number/Size	TLA/ALA Standard	Recommended Size for 2023 Population (80,331)	Recommended Size for 2028 Population (100,799)	Notes
Building Size	18,000 sq ft	.6 - .8 sq ft per capita	48,198 - 64,264 sq ft	60,479 - 80,639 sq ft	
Collection Size	101,930	2.04 - 2.79 items per capita	207,937 - 224,123 total items	205,629 - 281,229 total items	
Shelving Space	7,996 sq ft	10 volumes per sq ft, ADA aisle width 36" and 66" tall shelving on casters	20,793 - 22,412 sq ft for shelving	20,562 - 28,122 sq ft for shelving	Based on 100% physical collection at 10 volumes per sq ft. Decrease if taking into consideration digital collections.
Main Library Seating/Chairs	64 seats	2.25 - 3 seats per 1,000 population *	180 seats	300 seats	

Children Library Area and Seating/Chairs	1,702sq ft / 11 seats	None specific	See notes	See Notes	In determining square footage include space for children collections, toys, play area, adult/child seating, technology, staff desk/office
Children Program Room	667sq ft	10sq ft per child	2,050 sq ft	2,562 sq ft	2023 Recommendation based on average attendance at children's events. 2028 based on 25% increase in attendance which aligns with a 25% population increase.
Meeting Room	1,450 sq ft/ 188 chairs	10 sq ft per seat, 100 sq ft for speaker space	1,980 sq ft		When designing for population growth consider the need for a large multipurpose space, small coworking spaces, several study rooms, and dedicated children and teen meeting

					rooms.
Parking	88 Spots including 6 handicapped	None	See notes	See notes	Follow the City of Leander Code of Ordinances

*Texas Public Library Standards (2014 page 41) includes formulas for determining seats per 1,000 population. The Whole Building Design Guide from the National Institute of Building Sciences establishes 5 seats per 1,000 population as a standard. As the population increases the number of seats decreases per 1,000 population.

Acknowledgments

Leander City Council:

Kathryn Pantalion-Parker - Place 1

Micheal Herrera - Place 2

David McDonald - Place 3

Na’Cole Thompson - Place 4

Chris Czernek - Place 5

Becki Ross - Place 6

Mayor Christine DeLisle

Robert Powers - Finance Director

Jodi Levie - Asst. Finance Director

Christy Davis - Director of Administrative Services

Paul Preston - Director of IT

Greg Minton - Chief of Police

Edna Ellis - Animal Services Supervisor

Alexandria Aguirre - Animal Services Officer

Leander Chamber of Commerce:

Bridget Brandt - Chamber President

City of Leander Staff:

Todd Parton - City Manager

Greg Olmer - Asst. Director Parks & Rec

Robin Griffin - Director of Development Services

Citizens of Leander



EXECUTIVE SUMMARY
12/5/2024

AGENDA SUBJECT:

Discuss and consider award of Solicitation CIPS24-009 to Core & Main LP for the implementation of an Advanced Metering Infrastructure (AMI) System, (CIP W.42) in the amount of \$9,073,403.00; and authorize the City Manager to execute all necessary contracts and documents.

BACKGROUND:

Advanced Metering Infrastructure (AMI) allows continuous and instantaneous access from a centralized location to view and analyze water use at any given water meter, remotely. The AMI system has the ability to analyze aggregate data, for better planning and management. Benefits include water demand management, proactive conservation enforcement and response, and customer service (early leak detection). All this will help the City better monitor and manage water usage.

On May 4, 2023, the City hired Ardurra Group, Inc., to develop and prepare a single Request For Proposal (RFP) for the design and installation of an AMI system. Ardurra collected data from the City and assisted in the selection of the most qualified contractor at best value to meet the needs specific to the City of Leander. Their services will also include owner support during implementation.

Using Ardurra's RFP, the City of Leander issued Solicitation CIPS24-009 in January 2024 for the procurement of the implementation of an Advanced Metering Infrastructure System.

The solicitation was announced through:

- The Hill Country News
- City of Leander Bonfire website
- Civcast
- Bidnet
- State of Texas ESBD website (statewide notice)
- Williamson County CMBL and HUB vendor notification

One hundred sixty-three (163) vendors were notified directly of the solicitation. Four (4) responses were received. After initial review of the responses, interviews, best and final offers, and contract negotiations, Core & Main LP was selected as the responsible proposer whose proposal is determined to be the most advantageous and best value for the City. The bid from Core & Main LP is for \$9,073,403.00 over a two (2)- year period to replace up to 27,738 water meters, which was estimated as a citywide quantity, when the bid was solicited. Core & Main LP will complete an assessment and inventory to determine the exact number needed for replacement, which is anticipated to be less as many existing water meters are still relatively new. The meters not replaced will be retrofitted for the AMI system. Based upon the final assessment, the final cost could potentially change from the bid amount.

SpryPoint Services, Inc., is the subcontractor engaged by Core & Main LP to provide the customer portal. The City will need to enter into a Client Subscription Agreement with SpryPoint Services, Inc., to host the customer portal. A substantial form of the Agreement is attached in the appendix to the master agreement with Core & Main LP. The final form of the Client Subscription Agreement with SpryPoint Services, Inc., will be presented to the City Council for approval at a subsequent meeting.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends and respectfully requests approval of the award of Solicitation CIPS24-009 to Core & Main LP

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$9,073,403.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	Utility & American Rescue Plan Act (ARPA)

-
- Attachments:**
1. Ardurra Recommendation Letter
 2. Contract Agreement (Packet)



September 9, 2024

Honorable Christine DeLisle, Mayor
City of Leander
P.O. Box 319
Leander, TX 78646

**Subject: Advanced Metering Infrastructure (AMI), Phase 3 System Acquisition and Implementation
Letter of Award Recommendation**

Dear Mayor DeLisle:

Bids for the subject procurement were opened and evaluated according to the requirements outlined in the Request for Proposal. Four (4) responsive bids were scored based on the established evaluation criteria, with two (2) bidders shortlisted for interviews and invited to submit a Best and Final Offer (BAFO).

From the BAFO, technical scores were compared to the life cycle costs of each shortlisted system, and a best value calculation was used for selection. From this approach, Core and Main was selected as the vendor to provide and deliver a fully functioning AMI system to the City of Leander for a Not-to-Exceed (NTE) amount of \$15,000,000. This amount includes \$5,000,000 from the ARPA grant funds awarded to the City.

We hereby recommend that the City award an NTE contract to Core & Main LP, a Florida limited partnership with the final contract amounts to be refined following a pre-installation survey.

We have prepared a Notice of Award and Agreement for your execution in the event the City Council votes to approve this recommendation. Once the Contractor signs the Agreement and all bond and insurance requirements have been fulfilled, a Notice to Proceed will be issued. Per the General Conditions of the Agreement, the Contractor is expected to begin the implementation on November 1, 2024, with an anticipated project duration of approximately 24 months.

If you have any questions or require further information, please do not hesitate to contact Hector Pena at 346-666-5103 or hpena@ardurra.com, or Tommy McClung at 936-548-1249 or tmcclung@atlasdgn.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Hector Pena".

Hector E. Pena, P.E.
Project Manager
Ardurra
TBPE Firm Registration No. F-10053

A handwritten signature in black ink, appearing to read "Tommy McClung".

Tommy McClung
Vice President and Managing Partner
Atlas Design Services
TBPE Firm Registration No. F-22445



City of Leander

Master Project Agreement

Core & Main LP
1301 Wells Branch Pkwy
Pflugerville, TX 78660

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Master Project Agreement

This Master Project Agreement ("Agreement") dated as of November 01, 2024 (the "Effective Date") between Core & Main LP, a Florida limited partnership ("Core & Main"), and The City of Leander, TX ("Client"). Core & Main and Client may be referred to herein individually as a "Party," and jointly as the "Parties."

1. **Purpose and Scope.** The Parties have entered into this Agreement for the purpose of Core & Main providing, installing, and completing the Neptune AMI Metering Project for Client (the "Project"). Core & Main agrees to undertake the necessary work required for the completion of Core & Main's obligations under this Agreement, including providing materials, labor and any installation or services as specified in Appendix A (the "Work"). Client agrees to undertake all of its obligations that are identified and to pay Core & Main in the manner contemplated by this Agreement.
2. **Term.** The Term of this Agreement shall begin on the Effective Date and, unless earlier terminated in the manner contemplated by this Agreement, shall endure for the period specified in Appendix A.
3. **Change Orders.**
 - a. City may, from time to time after the performance of the Work under the Contract Documents has commenced, request and/or authorize change orders necessary to decrease, increase, or modify the quantity of or the Work to be performed or materials, equipment or supplies to be furnished by the Contractor pursuant to the procedures set forth in Article 11 of the General Conditions. At the time of submission of a change order, Core & Main shall include, as a part of the change order, any additional contract time or compensation Core & Main deems necessary for the additional or modified work reflected in the change order.
 - b. The execution of a change order by the Core & Main shall constitute the Core & Main's agreement to the ordered or requested changes to the Work under the Contract Documents. Core & Main, by executing the change order, waives and releases any claim against the City for compensation or additional contract time relating to the Work included in the change order unless the same is stated in the change order.
 - c. Any Work performed, or expenses incurred by Core & Main prior to execution of the approved change order shall be at the sole risk and cost of the Core & Main and shall not be eligible for payment by City under the Contract Documents unless Core & Main started the work at the written request of the City.
4. **Bonds.** Contractor shall provide payment bonds and performance bonds for the Project as required by the General Conditions to ensure completion of the Project pursuant to Chapter 2253, Texas Government Code.
5. **Core & Main's Responsibilities.** Core & Main shall provide all Work as described in this Agreement. Without limiting the generality of the foregoing, Core & Main shall maintain supervision of all its subcontractors. Any work or services beyond the scope of the Work agreed to herein shall not be considered as part of this Agreement. There shall be no implied or verbal agreements between the Parties relating to the subject matter of this Agreement.
6. **Client's Responsibilities.** Client shall be responsible for cooperating with Core & Main, providing accurate information in a timely manner, and making payment in a timely manner for Work performed. Client shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to Core & Main and its subcontractors, and will have the authority to make decisions on behalf of Client. Client shall provide to Core & Main and its subcontractors all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement and the Project. Client shall be required to give prompt notice should it become aware of any fault or defect in the Project.
7. **Default of Client.** The following events shall be considered events of Default of Client: (a) The failure of Client to make payments to Core & Main in accordance with the terms of this Agreement; (b) any representation or warranty provided by Client that proves to be materially false or misleading when made; (c) Client becomes insolvent, or makes an assignment for the benefit of creditors, or should a voluntary or involuntary petition in bankruptcy or a reorganization or any adjudication of Client as insolvent or bankrupt be filed; (d) any failure of Client to comply with or perform according to the terms of this Agreement or to correct such failure to perform within thirty (30) days of receipt of written notice from Core & Main. If an event of Default by Client occurs, Core & Main will have the right to cancel this Agreement and to terminate immediately all Work hereunder without

further obligation except the Client will be obligated to pay for Work performed through the date of termination, plus damages and costs incurred as a result of Client's default.

8. **Default of Core & Main.** The following events shall be considered events of default on the part of Core & Main: (a) the failure of Core & Main to deliver its Work free and clear of any lien or encumbrance by any subcontractor, laborer, materialman, or other creditor of Core & Main; (b) Core & Main becomes insolvent, or makes an assignment for the benefit of creditors, or should a voluntary or involuntary petition in bankruptcy or a reorganization or any adjudication of Core & Main as insolvent or bankrupt be filed; (c) any representation or warranty (excluding a warranty as contemplated by Section 11 of this Agreement) provided by Core & Main that proves to be materially false or misleading when made, (d) any failure of Core & Main to comply with or perform according to the terms of this Agreement or to commence efforts to correct such failure to perform within thirty (30) days of notice from Client, and thereafter diligently pursue correction. In the event of default by Core & Main, Client will have the right to cancel this Agreement and to terminate immediately all Work hereunder without further obligation except the Client will be obligated to pay for Work performed through the date of termination. Additionally, Client will be entitled to recover the documented excess actual and direct costs of procuring the Work hereunder through alternate sources provided that Client makes efforts to reasonably mitigate such actual and direct costs.
9. **Force Majeure.** Neither Core & Main nor Client shall be responsible to each other for damage or delay that arise from Force Majeure, including but not limited to conditions beyond the reasonable control, and not the result of the fault of the impacted Party, including, without limitation acts of God, storms, extraordinary weather, epidemic or pandemic, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of materials required for the Project, and unavailability of fuel.
10. **Taxes, Permits, and Fees.** Core & Main shall be responsible for obtaining all permits and related permit fees associated with the Project. The Client must disclose any known fees in advance of contract signing. Client shall pay sales, use, consumer, and like taxes when applicable, as well as any tariffs relating to the materials to be provided hereunder. Client shall be responsible for securing at its sole expense any other necessary approvals, easements, assessments, or required zoning changes. Core & Main shall be responsible for all taxes measured by Core & Main's income.
11. **Warranty.** The extent of the warranty to be provided by Core & Main is set forth in Appendix B.
12. **Indemnity.** Subject to Section 14 of this Agreement:
 - a. Except as otherwise expressly provided in Section 12(b) below, Client assumes all liability and risk associated with the use, operation, and storage of any materials and equipment in its custody and control and for property damage, injuries, or deaths associated with or arising out of the use and operation of the Project by Client, except to the extent said damage, injury, or death is the direct result of Core & Main, its employees, and agents.
 - b. Core & Main agrees to indemnify, defend and hold Client, its officers and employees harmless from actual and direct losses and damages sustained by Client arising from (a) third party claims to the extent caused by the negligence, gross negligence or intentional misconduct of Core & Main, its contractors, or agents, (b) breach of this Agreement or (c) violation of law. To the extent Client has paid Core & Main for its Work, Core & Main shall indemnify and hold Client and its officers and employees harmless from all claims for payment of subcontractors or materialmen hired by Core & Main for Work relating to the Project.
13. **Title and Risk of Loss.** Title and risk of loss for materials and equipment will pass to Client upon delivery to Client at Client's location. If materials are not delivered to Client's location, or if Core & Main is responsible for installation of materials and equipment prior to delivery to Client, then title and risk of loss for materials and equipment will pass to Client upon installation.
14. **Liability.** Except for claims covered by insurance specified in Section 16 below, Core & Main's liability under this Agreement shall not exceed the amounts paid to Core & Main by Client hereunder. NEITHER CORE & MAIN NOR CLIENT SHALL BE RESPONSIBLE TO EACH OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES RESULTING IN ANY FORM FROM THE PROJECT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT, OR OTHERWISE.
15. **Non-Appropriation.** If monies are not appropriated or otherwise made available to support commencement of performance or continuation of performance in a subsequent fiscal period, this Agreement shall be canceled, and Core & Main may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or the Contract Documents and which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.
16. **Insurance.**
 - a. During the Term of this Agreement Core & Main shall during the term hereof maintain in full force and effect the following insurance:

Type of Insurance	Amount of Insurance	Provisions
(a) Broad Form Commercial General Liability to include coverage for: - Premises/Operations - Products/Completed Operations - Independent Contractors - Personal Liability - Contractual Liability	\$500,000 each occurrence, \$1,500,000 general aggregate; \$5,000,000 excess general liability \$5,000,000 umbrella	City to be listed as additional insured to the extent the claim arises out of the negligent acts or omissions of Contractor. Contractor will provide the City 30-day notice of cancellation in coverage. City requires that insurer be rated A or higher by AM. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	k) \$1,000,000 Per occurrence l) \$2,000,000 aggregate or; m) \$2,000,000 combined single limits	
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation

- b. Core & Main will ensure that its installation subcontractor provide written assurance that its Broad Form Commercial General Liability insurance policy provides coverage that insures the premises and contents of any storage facility at which the City's Equipment may be stored, regardless of whether the storage facility is owned or leased by Core & Main or Core & Main 's agent(s) or subcontractor(s). Subcontractor shall provide a certificate of insurance naming the City and Core & Main as an additional insured.
- c. Core & Main shall provide the City a certificate of insurance evidencing the coverage and coverage provisions for all insurance required under section 16. Core & Main shall also provide City with evidence that all subcontractors performing any of the Work on the Project have the same types and amounts of coverage as required herein commensurate with the scope of services being provided by subcontractor(s), to remain in effect during the term of this Agreement, or that the subcontractors are included under the Core & Main 's policies of insurance.
- d. All policies of insurance shall be endorsed via blanket endorsement to provide the following provisions: (1) name the City, its officers, agents, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- e. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A-" by AM Best or other equivalent rating service.
- f. A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of the Work and upon request by the City.
- g. Notice of cancellation will be provided 30 days in advance. Limits may be met by a combination of General Liability and Excess or Umbrella coverage.

17. **Safety.** Core & Main shall have the primary responsibility for all safety precautions and programs necessary to complete its Work associated with the Project. Core & Main agrees to comply with all applicable regulations, ordinances, and laws relating to safety. It shall be the responsibility of Client, however, to assure that the sites controlled by Client at which Core & Main is expected to perform its Work are safe sites.
18. **Hazardous Materials.** The Project and the Work expressly excludes any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances. Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that Core & Main shall be required to perform work that in any way will affect Core & Main's ability to complete the Project. If Core & Main is made aware or suspects the presence of hazardous materials, Core & Main reserves the right to stop work in the affected area and shall immediately notify Client. It shall remain Client's responsibility to correct the condition to comply with local and

Delays and Access. In the event of any delay, including but not limited to Force Majeure or delays caused by Client, Core & Main will notify Client in writing of the existence and nature of the delay. Client and Core & Main will then mutually agree upon any new completion dates, and pricing or payment terms for the Work contemplated by this Agreement pursuant to the General Conditions. Nothing in the foregoing sentence shall be deemed to relieve Client from its obligation to provide Core & Main and its subcontractors reasonable and safe access to facilities that are necessary for Core & Main to complete the Work.

Dispute Resolution.

- Attorney's Fees.** In the event of any litigation between Parties hereto arising from or with respect to this Agreement, the Parties will each bear their own attorneys' fees and costs of the action.

Notices. All notices and communications related to this Agreement shall be made in following address:

With a copy to: Legal Department
Core & Main LP
1830 Craig Park Court
St. Louis, MO 63146
Ph: (314) 432-4700
Fax: (314) 432-2550

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26. **Modifications.** This Agreement shall not be modified in any respect except by a written document signed and agreed to by both Core & Main and Client.
27. **Severability.** Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.
28. **Privacy.** The Privacy Policy of Core & Main may be accessed at the following URL: www.coreandmain.com/privacy-notice/.

29. **Prohibitions.**

- a. **Prohibition of Boycott Israel.** The Contractor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- b. **Iran, Sudan, and Foreign Terrorist Organizations.** The Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:
<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>; or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law and excludes the Contractor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

- c. **Prohibition of Boycott Energy Companies.** Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.
- d. **Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations.** Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full time employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Agreement. However, this prohibition does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.
- e. **Subchapter J:** Pursuant to Subchapter J, Chapter 552, Texas Government Code, Contractor shall:
- i. Preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the City for the duration of the Agreement;
 - ii. Promptly provide to the City any contracting information related to the Agreement that is in the custody or possession of the entity on request of the City; and
 - iii. On completion of the Agreement, either:
 1. Provide at no cost to the City all contracting information related to the Agreement that is in the custody or possession of the Contractor; or
 2. Preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that the Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. "Contracting information" includes,

but is not limited to, records, communications and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance."

30. **Contract Documents.** The Contract Documents are listed below in descending order of precedence. Any conflict between or among any of the documents listed below or any term or conditions set forth therein shall be resolved in favor of the document with higher precedence.

1. Any amendments or change orders hereof approved and duly executed by the Parties;
2. This Master Project Agreement
3. Appendix C: American Rescue Plan Act ("ARPA") Supplementary Conditions (the "**ARPA Supplementary Conditions**");
4. Appendix A: Project Scope
5. Exhibit A-1: Project Pricing
6. Exhibit A-2: Statement of Work
7. Appendix B and B-1: Warranty and Manufacturer Warranties
8. Appendix F: Best and Final Offer Response to Request for Proposal No. CIPS24-009
9. Appendix D: City of Leander – Implementation of an Advanced Metering Infrastructure System -- Supplementary Conditions (Document 00800) (the "**Supplementary Conditions**")
10. Appendix E: Standard General Conditions of the Construction Contract (Document EJCDC C-700) (the "**General Conditions**")
11. Appendix G: City of Leander Request for Proposal Solicitation No. CIPS24-009 Advanced Metering Infrastructure System package and any addendum; provided that, except for the EJCDC Supplementary Conditions and EJCDC General Conditions, the RFP is intended to serve as guidance for performing and completing the Work, and the Statement of Work governs the deliverables provided under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"CORE & MAIN"

CORE & MAIN LP

By: _____

Printed Name: Erik Olivarez

Printed Title District Manager

"CLIENT"

CITY OF Leander, TX

By: _____

Printed Name: Todd Parton

Printed Title: City Manager

Appendix A

Project Scope

1. **Summary of Work.** The Summary of Work for the Project contemplated hereunder consists of providing and installing (if applicable) all Project materials and equipment as listed in Exhibit A-1, and management of the installation process (if applicable) within the geographic area defined in the propagation study or such other geographic area as otherwise defined herein (the "Utility Service Area").

2. **Project Implementation Period.** The Project is projected to commence on _____ and will be implemented over an approximate two-year period of time. Project completion is estimated on or around _____.

3. **Compensation.** Core & Main will submit invoices for materials as they are delivered, and for installation and other services no more frequently than weekly. Client agrees to pay Core & Main for the Work as described in Exhibit A-1 and additionally for each supplemental item as required by Client and agreed by the parties. Core & Main reserves the right to request increases in prices upon thirty (30) calendar days' notice and after submission through the change order process as more particularly described herein, to address factors beyond its control, including but not limited to government regulations or tariffs. Client will make payment to Core & Main within thirty (30) days of the receipt of an invoice per the Texas Prompt Payment Act, Section 2251 of the Texas Government Code.

4. **Installation Responsibilities of Core & Main.**

(a) **Project Installation.** Core & Main agrees to perform the Work in accordance with Client's specifications that are attached hereto during the Project Implementation Period specified above. Core & Main will be responsible for installing the Project according to manufacturer standards and such local standards, if any, as are attached hereto.

(b) **Water Shutoffs.** Core & Main, its agents and subcontractors, will be responsible for shutting off the water to each meter serviced as well as notifying each customer of the water shutoff. Some assistance may be required by Client with the notification of its customers. The installation team will knock on the doors of residential customers as well as leave notifications on their doors. In the case of large commercial customers such as schools, hospitals, nursing homes or any other commercial customer, special efforts will be made to ensure minimum disruption to water needs. In order to prevent any damage from plumbing fixtures that are sensitive to water shutoffs, Core & Main will schedule replacements with these commercial customers and will notify the maintenance personnel when turning the water back on at these facilities. Regardless of any effort of Core & Main, ultimate responsibility of any and all fixtures inside buildings will remain the responsibility of the end user and/or Client as detailed in any Service Contract that exists between Client and its Customers.

(c) **Curb Stops.** In the event the service location lacks a curb stop or it is defective, Core & Main or its representative will contact the Client. In this event the Client will either A) authorize Core & Main to repair the defect at the price as listed in Exhibit A-1 or as otherwise agreed by the Parties or, B) repair the defect with Client's forces and notify Core & Main that the repair has been made or, C) exclude the meter change out from the Project.

(d) **Meter Boxes, Vaults, and Roadways.** Core & Main is responsible for repairing any damages to meter boxes, vaults, and roadways that result from the installation of the Project; provided, however, that Core & Main shall not be liable for pre-existing conditions or leaks. Core & Main will install new meter boxes as authorized by the Client's representative, with appropriate lid selection to be mutually agreed upon. The City of Leander will retain all existing water meters and materials pulled from the ground during the installation.

(e) **AMI Infrastructure Work.** Core & Main will install any infrastructure included in Project Pricing in Exhibit A-1 as specified in the Statement of Work attached at Exhibit A-2. The Statement of Work identifies responsibilities of Core & Main and Client associated with the installation of the infrastructure. Client agrees to perform the responsibilities of Client as set forth in the Statement of Work.

(f) **Disposal.** The City of Leander will be responsible for the disposal of all waste, debris and materials from the installation of the Project.

(g) **Certified Installers.** In the event this Agreement includes gas or electric meters or should local laws dictate, Core & Main will ensure that the meter installers are certified by the governing board as required.

(h) Liability.

Water Meter Replacement: Core & Main is responsible for any damages that occur within 6" on either side of the water meter resulting from the Project installation. Any damages incurred within this 6" area will be promptly repaired at the expense of Core & Main. Core & Main is not liable for damages outside the 6" zone, either on the water distribution side or on the customer side incurred from the Project installation including shutoff, temporary outage, and restart of water service. Core & Main is not liable for any pre-existing conditions including leaks, faulty workmanship and materials from previous projects or rust. Should such conditions occur (*i.e.* leaks) Core & Main may document them and at Client's written request, repair them for a negotiated price.

Back-Flow Prevention Devices: Core & Main will not be required to install or repair any Back-Flow Prevention Devices. Core & Main assumes no liability or responsibility for the proper functioning of these devices.

(i) Non-Covered Work. Contracted meter change outs contemplate a standard like-for-like meter lay-length change out. In the event that locations exist which require nonstandard work (*i.e.*, move a service location etc., move fences for or other customer structures & items for access, install systems in heavy traffic locations, alleys, parking lots, re-piping, changing lay-length, adding flange adaptors, etc.), Core & Main and the Client will either agree on a price the Client will pay Core & Main to perform the work, or the Client will exclude this work from the Project. Should Core & Main, in its sole discretion, determine that any portion of the Work is unsafe, that portion of the Work will be considered nonstandard and will be excluded from the Project.

5. Responsibilities of Client during Installation.

(a) Owner-Furnished Data. Client shall provide Core & Main all technical data and information in Client's possession, including previous reports, maps, surveys, necessary for Core & Main to perform the Work. Client shall be responsible for identifying the location of meters. Should Core & Main require assistance in finding the meter location, Client shall locate the meter in a timely manner.

(b) Access to Facilities and Property. Client shall make its system facilities and properties available and accessible for inspection by Core & Main and its subcontractors.

(c) Client Cooperation. Client support will be required during implementation of the Project to obtain access to meter boxes/pits, infrastructure sites and to coordinate utility interruptions. Client will provide notification in its billing to its customers that Core & Main is performing the designated work and that possible service interruption may result.

(d) Timely Review. The Client shall examine all invoices and inspect all completed work by Core & Main in a timely manner. In the event that Client fails to make timely payment to Core & Main as a result of Client's delay in inspecting the Work or processing Core & Main's invoice, Core & Main reserves the right to suspend further work without penalty until such time as payment is made. The project completion date will be extended for the same duration of any such delay and suspension of Work.

Exhibit A-1

Project Pricing

Annual Costs Captured from Above Tables		Year 1	Year 2
Project Costs		\$ 8,525,403	\$ 548,000
Table A1 Retrofit Cost		\$ 894,542	
Table A2 Full AMI Metering Assembly		\$ 3,757,087	\$ 300,000
Table A4 MIU Credits		\$ -	
Quantity TBD Table A3 Readyng/Replacement of Lids		\$ 18,174	
Table A5 Network Installation		\$ 864,589	
Table A6 Network as a Service		\$ 126,485	\$ 128,000
Table A7 Systems Integration		\$ 4,000	
Table A8 Data Management & Analytics		\$ 71,771	\$ 70,000
Table A9 Utility & Customer Portals		\$ 99,386	\$ 50,000
Table A10 Training		\$ 1,700	
Table A11 Ongoing Support		\$ -	
Table A12 Project Management		\$ 30,000	
Table A13 Physical Assets and Materials		\$ -	
Table A14 Additional Services		\$ 2,657,667.62	
2-year Total		\$	9,073,403