



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, February 6, 2025
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 551.071 Texas Government Code, and Section 1305, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Section 551.071, Texas Government Code, and Section 1305, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
 2. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding BCRUA agreements and projects.

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

1. Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
 2. BCRUA agreements and projects
4. 89th Texas Legislative Session Update.

REGULAR MEETING – CONVENE AT 7:00 PM

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

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

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

8. Staff Reports

- Capital Improvement Program Update: Raider Way and E. Woodview Drive Roadway (CIP T.12); Bagdad Road and Collaborative Way (CIP T.71) and Senior Center (CIP P.6) Projects.

CONSENT AGENDA: ACTION

9. Approval of the minutes for meeting held on January 16, 2025.

10. Approval of an Ordinance ordering and establishing procedures for the 2025 General Election in the City of Leander to elect Councilmembers for the offices held by Place 1, Place 3 and Place 5; providing for notice of the election; providing election precinct and polling places; providing for early voting; providing a Resolution for new equipment adoption order; providing an effective date and open meetings clause; providing for the City Manager to execute any and all necessary documents; and providing for related materials.

Aprobación de una Ordenanza que ordena y establece procedimientos para las Elecciones Generales de 2025 en la Ciudad de Leander para elegir a los Concejales para los cargos ocupados por los Lugares 1, 3 y 5; disponiendo la notificación de la elección; proporcionando distritos electorales y lugares de votación; disponiendo la votación anticipada; proporcionando una Resolución para la orden de adopción de nuevos equipos; proporcionando una fecha de vigencia y una cláusula de reuniones abiertas; disponiendo que el Administrador de la Ciudad ejecute todos y cada uno de los documentos necesarios; y proporcionando materiales relacionados.

11. Approval of a Resolution authorizing the City Manager to execute a Master Interlocal Cooperative Purchasing Agreement between the City of Leander, Texas and Omnia Partners for the purchase of goods and services and providing an effective date.

12. Acceptance of the public infrastructure improvements associated with Subdivision Case PICP-22-0013 Travisso Phase 3 Section 10 for streets, water, wastewater, drainage, and erosion and sedimentation control improvements.

13. Acceptance of public infrastructure improvements associated with Subdivision Case PICP-23-0096 Freehill Hero Way West for public water and public water bore.

14. Approval of a Resolution of the City of Leander, Texas accepting the petition for the Bagdad Retail Center Annexation Case A-24-0014 and the adjacent right-of-way (ROW) of Bagdad Road and CR 281 Annexation Case A-25-0018 regarding the voluntary annexation of 4.586 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R023980 and the adjacent Bagdad Road and CR 281 ROW; and generally located northwest of the intersection of N. Bagdad Road and CR 281, Leander, Williamson County, Texas.

15. Approval of a Resolution of the City of Leander, Texas accepting the petition for the Oakwood Hills Annexation Case A-24-0015 and the adjacent right-of-way (ROW) of Nameless Road Annexation Case A-25-0019 regarding the voluntary annexation of 337.292 acres ± in size, more particularly described by Travis Central Appraisal District as Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and the portion of the abutting ROW known as Nameless Road and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.

16. Approval of a Resolution of the City of Leander, Texas accepting the petition for the Oak Grove Estates Annexation Case A-24-0016 and the adjacent right-of-way (ROW) of CR 175 Annexation Case A-25-0020 regarding the voluntary annexation of 20.536 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R392186, and the portion of the abutting ROW known as CR 175; and generally located east of CR 175, approximately 250 feet north of Carthage Street, Leander, Williamson County, Texas.
17. Approval of Development Agreement Case DA-24-0019 regarding the amendment to the Bagdad Plaza Market development agreement on one (1) parcel of land approximately 2.81 acres $\pm$ in size, more particularly described by Williamson County Appraisal District Parcel R594078; generally located and legally described as Lot 1, Block A of the Bagdad Plaza LLC Subdivision, Leander, Williamson County, Texas.
18. Approval of the Second Reading of an Ordinance regarding Ordinance Case OR-24-0024 to amend the Composite Zoning Ordinance to adopt updates to Article IV regarding Wireless Communications Facilities (WCF), and to provide for related matters; Williamson and Travis Counties, Texas.
19. Approval of the extension of the application expiration for Subdivision Case FP-23-0052 KNR Properties Short Form Final Plat; more particularly described by Williamson Central Appraisal District Parcel R031686, generally located west of the intersection of N. Bagdad Road and Middle Brook Drive, Leander, Williamson County, Texas.
20. Approval of the extension of the application expiration for Subdivision Case PICP-22-0015 Preserve at Mason Creek; more particularly described by Williamson Central Appraisal District Parcel R655944, generally located along Horseshoe Drive, approximately 240 feet east of Circle Diamond Lane, Leander, Williamson County, Texas.
21. Approval of the extension of the application expiration for Subdivision Case PICP-23-0067 Travisso Phase 5, Sections 6 and 8; more particularly described by Travis Central Appraisal District Parcel 844741, generally located southeast of the intersection of Durango Hills Drive and Good Night Trail, Leander, Travis County, Texas.
22. Approval of the purchase of a Samsara vehicle telematics system and related installation services through Samsara's authorized reseller Carahsoft Technology Corporation using the Omnia GA: 23-6692 cooperative contract in the amount of \$197,458.62 over three (3) years; and authorize the City Manager to execute any and all necessary documents.
23. Approval of a Resolution to apply for a grant from the 2025 State Homeland Security Program (SHSP) for a drone program consisting of three (3) unmanned aerial systems (UAS) and training for ten (10) personnel at a cost of \$100,000.00 with no matching funds from the City; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

24. Conduct a Public Hearing regarding Zoning Case Z-24-0137 to amend the current zoning of PAG Leander H1 PUD (Planned Unit Development) with a base zoning district of GC-4-A (General Commercial) to allow for an automobile dealership with unlimited outdoor storage without a primary structure on one (1) parcel of land approximately 6.592 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R578129; and legally described as Lot 1, Block A of the PAG Leander H1 Subdivision, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0137 as described above.

25. Conduct a Public Hearing regarding Comprehensive Plan Case CPA-24-0015 to amend the Comprehensive Plan land use category from Employment Center to Neighborhood Residential and regarding Zoning Case Z-24-0147 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFE-2-A (Single-Family Estate) on one (1) parcel of land approximately 20.536 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R392186; and generally located east of CR 175, approximately 250 feet north of Carthage Street, Leander, Williamson County, Texas.
- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0015 as described above.
 - Discuss and consider action regarding Zoning Case Z-24-0147 as described above.

REGULAR AGENDA

26. Discuss and consider action on Tree Removal Case TRP-24-0034 regarding removal of two (2) Heritage Trees associated with the Wildspring subdivision and the CR 175 Public Improvement Construction Plan Case PICP-23-0052 generally located northwest of the intersection of CR 177 and CR 175, Leander, Williamson County, Texas.
27. Discuss and consider action on an Ordinance establishing a 40 miles per hour (MPH) speed limit on N. Lakeline Boulevard from Crystal Falls Parkway to Stinnett Drive.
28. Discuss and consider acceptance of staff project recommendations for submittal in the Preliminary Application (PA) to the Texas Department of Transportation (TxDOT) 2025 Transportation Alternatives (TA) Call for Projects; and authorize the City Manager to execute any and all necessary documents.
29. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*
30. Council Member Closing Statements.
31. 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 3 day of February 2025 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

89th Texas Legislative Session Update.

BACKGROUND:

The City of Leander's Legislative Program is a guide for the City's interests, positions, and priorities relating to legislative efforts. The purpose of the program is to protect the City by advocating for the best interests of the Leander community including citizens and businesses. The Texas Legislature has the ability to make significant decisions affecting municipalities across Texas. With Leander growing to become the largest city in the Greater Austin Area and being within convenient proximity to the State Capitol, the City should make efforts to advocate and advance its legislative priorities. The Leander City Council should consider establishing legislative priorities and taking a position in support or opposition of legislation that may positively or negatively impact the City.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Kent Souriyasak, Assistant to the City Manager

Fiscal Impact

Attachments:

1. 2025 City of Leander Legislative Program (UPDATED 02-03-2025)

2025 City of Leander Legislative Program

The City of Leander's Legislative Program is a guide for the City's interests, positions, and priorities relating to legislative efforts. The purpose of the program is to protect the City by advocating for the best interests of the Leander community including citizens and businesses. The Texas Legislature has the ability to make significant decisions affecting municipalities across Texas. With Leander growing to become the largest city in the Greater Austin Area and being within convenient proximity to the State Capitol, the City should make efforts to advocate and advance its legislative priorities. The Leander City Council should consider establishing legislative priorities and taking a position in support or opposition of legislation that may positively or negatively impact the City.

In preparation for each legislative session, the Leander City Council should approve a resolution adopting the City's Legislative Program and directing the City Manager or designee to act with regard to the City's legislative priorities. The City will actively monitor state legislation and take appropriate action, when required, to protect the City's interests and local legislative authority. The City of Leander's Legislative Program provides a structure to empower community leaders and partners to advocate for the citizens and businesses of Leander.

The following is a list of example priorities for the Leander City Council to consider establishing priorities for the City of Leander Legislative Program:

- **Self-Governance**
 - Preserve the right to local control and home rule authority.
 - Oppose legislation that would erode the City of Leander's authority in any way, impose an unfunded mandate, and any legislation that would provide for state preemption of municipal authority.
- **Financial Stability**
 - Act in the best interest of Leander residents regarding legislation that imposes on taxpayers the burden of paying for State mandates or revenue collections.
 - Oppose legislation that impose further revenue and/or tax caps of any type and erode the ability for the City of Leander to issue debt.
 - Oppose legislation that would impose new property or sales tax exemptions that would substantially erode Leander's tax base.
 - Support fiscal transparency.
- **Development Authority**
 - Oppose legislation that would erode municipal authority related to development matters such as (1) annexation; (2) eminent domain; (3) zoning, including legislation limiting a city's ability to regulate accessory dwelling units; (4) regulatory takings; (5) building codes; (6) tree preservation; (7) short-term rentals; (8) the extraterritorial jurisdiction (ETJ); (9) manufactured housing; (10) parkland dedication ordinances; and (11) impact fees.
 - Oppose legislation that would erode the authority of a city to be adequately compensated for the use of its rights-of-way and/or over the management and control of rights-of-way, including by state or federal rules or federal legislation.
- **High Quality of Life**
 - Support legislation that supports a strong, healthy, vibrant, and economically resilient community where people of all ages and interests can live, work, and play.
 - Support legislation that enhances the investment in water systems, transportation systems, roadway improvements, economic development, public safety, arts, libraries, parks, and other public infrastructure.

City-Related Bills Filed for 2025 Texas Legislative Session

List of City-Related Bills Filed (updated February 3, 2025)

Category	Bill (Author)	Description
Administration	HB 762 (Leach)	Limitations on severance to 20 weeks pay.
Administration	HB 1080 (Curry)	Allows cities alternate methods for publications of legal notices.
Administration	HB 1522 (Gerdes)	Open Meetings Act notice three business days in advance instead of 72 hours and notice for budget-related meeting must include physical copy of budget.
Administration	HB 1709 (Capriglione)	Preempts the use of high-risk artificial intelligence system by all political subdivisions.
Annexation	HB 377 (Cortez)	Any agreement that authorizes a city to annex property may not waive a written service agreement requirement.
Annexation	HB 950 (Hayes)	Requires a city to provide full municipal services to annexed property within four years.
Budget	HB 325 (Cain)	Expenditure caps.
Budget	HB 427 (Hinojosa)	Must file and publish annual financial statement or city cannot receive state grants.
Budget	HB 774 (Harrison)	Any city surplus revenue must be used for property tax relief.
Community Censorship	SB 239 (Middleton)/ HB 309 (Leo-Wilson)/ HB 1189 (Troxclair)/ HB 1294 (Patterson)	Political subdivisions may not spend public funds to hire lobbyists or to pay a nonprofit state association that hires a lobbyist.
Community Censorship	HB 571 (Cain)/ HB 671 (Shaheen)	Political subdivision may not spend public funds to hire lobbyists, but exception for nonprofit state association to provide legislative services, communicate with legislators, and testify for or against legislation.
Debt	HB 1453 (Tepper)/ SB 470 (Sparks)	Largely eliminates the use of certificates of obligation.
Debt	HB 1514 (Schofield)/ SB 393 (Sparks)	No debt for tangible personal property if useful life of property ends before maturity date.
Debt	HB 1519 (Schofield)/ SB 533 (Sparks)	All bond elections on November election date.
Economic Development	HB 1844 (Guillen)	Strict requirements for cities establish, amend, or renew economic development agreements.
Economic Development	HB 2033 (Meza)	Provides assistance to cities to grant incentives for businesses to operate grocery stores.
Economic Development	SB 878 (Birdwell)	Restrictions for cities to provide property tax abatement or exemption in economic development agreements.
Elections	SB 506 (Bettencourt)/ HB 1783 (Paul)	Ballot proposition language for home rule cities reviewed by SOS.
Elections	HB 524 (Tepper)	AG review of home rule city initiative and referendum petitions.

City-Related Bills Filed for 2025 Texas Legislative Session

Finance	HB 790 (Spiller)	Promotes of “Pay-as-you-go” financing through property tax rate calculation adjustment and increases the competitive bidding threshold to account for increased costs to cities.
Finance	HB 1227 (Gates)	Limits city solid waste franchise fees to two percent.
Finance	HB 1998 (Spiller)	Raises city competitive bidding requirements from \$50,000 to \$100,000.
Finance	SB 937 (Parker)	Public Improvement Districts would not be subject to competitive bidding threshold requirements if one-third of the cost was financed by special assessment.
Housing	HB 287 (Harris Davila)	Institutional investor reporting and limitation.
Housing	HB 1835 (Guillen)	Regulates the installation of new manufactured homes that comply with HUD codes.
Housing	SB 653 (West)	State sales tax refund for affordable housing building materials.
Land Use	HB 294 (Cortez)/ SB 141 (Hall)	The City can’t prohibit six or fewer chickens or rabbits on single family lot.
Land Use	HB 369 (Tepper)	No city regulations allowing for more than one single family dwelling on a lot zoned for single family dwellings on 9/1/2023.
Land Use	HB 878 (Vasut)	Minimum lot size restrictions for certain cities and accessory dwelling units by right in all cities.
Land Use	HB 1742 (Hickland)	Zoning protest threshold from 20% of area property owners to 50% and 3/4 vote of city council down to simple majority.
Land Use	HB 1779 (Bucy)/ SB 673 (Hughes)	Accessory dwelling units by right.
Land Use	HB 1901 (Cook)	Exemption requirements of a city’s ETJ areas from release by petition or election.
Land Use	HB 1964 (Spiller)	Property owner may file a suit against a city to block enforcement requirements related to nuisances on agricultural operations.
Land Use	HB 2013 (C. Bell)	Property owners’ associations cannot restrict a property owner from keeping chickens if a city ordinance allows chickens on an owner’s property.
Land Use	HB 2024 (Turner)	Exempts ETJ areas from release if a city’s remaining ETJ is not contiguous and if city has spent more than \$1 million in the area to develop.
Land Use	SB 785 (Flores)/HB 1835 (Guillen)	Cities cannot regulate or restrict HUD-code manufactured homes.
Land Use	SB 840 (Hughes)	Allows the conversion of commercial buildings into mixed-use and multifamily residential buildings, among other things, and applies to cities with populations over 60,000 in counties over 420,000.

City-Related Bills Filed for 2025 Texas Legislative Session

Land Use	SB 844 (Hughes)	Zoning changes and requirements for newspaper and mail notices including a property tax rate penalty for cities.
Land Use	SB 854 (Middleton)	Cities cannot regulate or restrict multifamily or mixed-use development on religious land.
Platting/ Permitting	HB 210 (West)	Expedited building permit review in cities over 100,000 population for affordable housing projects.
Platting/ Permitting	HB 987 (Toth)	Moves building permit shot clock from 45 days to 30 days.
Platting/ Permitting	HB 993 (Toth)	Only commercial property owners can agree to extend 45 day shot clock for building permit approval.
Property Tax/ Sales Tax	HB 217 (Harrison)	60 percent required to approve tax rate at an election.
Property Tax/ Sales Tax	HB 250 (Harrison)	Eliminates 3.5% multiplier for VAR calculation and de minimis rate.
Property Tax/ Sales Tax	HB 291 (Bell)	Sales price disclosure to appraisal districts.
Property Tax/ Sales Tax	HB 416 (Tepper)	Adjusts various property tax deadlines.
Property Tax/ Sales Tax	HB 763 (Cain)/ HB 1131 (Oliveron)	City can't exceed voter approval rate without election following a disaster.
Property Tax/ Sales Tax	HB 924 (Schofield)	Local sales taxes sourced to location where item stored before delivery/transfer.
Property Tax/ Sales Tax	HB 1433 (Hickland)	Efficiency audits when city adopts rate over no-new-revenue rate for five years.
Property Tax/ Sales Tax	HB 1873 (Guillen)/SB 831 (Parker)	Allows sales taxpayer to withhold 2.5% of sales tax imposed on credit cards as reimbursement for sales tax collection.
Property Tax/ Sales Tax	HB 1898 (Cook)/HB 490 (C. Bell)/HJR 114 (Cook)	Reduces property tax appraisal cap on homesteads from 10% to 5%.
Property Tax/ Sales Tax	SB 850 (Middleton)	Requires taxing units including cities to refund property tax.
Public Safety	SB 241 (Flores)	City must implement a process allowing complaints regarding a violation of a public camping ban and must act on complaints or be penalized.
Public Safety	HB 656 (Thompson)	Cite and release.
Public Safety	HB 881 (Thompson)	Progressive disciplinary matrix.
Public Safety	HB 909 (Thompson)	City liability for action of a peace officer under the color of law.
Public Safety	HB 1677 (Canales)	City populations over 10,000 must conduct investigation before taking punitive action against a firefighter.
Public Safety	HB 1715 (Cain)	No contract provision limiting carrying of handguns on public property.
Public Safety	HB 1765 (Jones)	Limitation on no-knock entry by peace officer.

City-Related Bills Filed for 2025 Texas Legislative Session

Public Safety	HB 1985 (Hickland)	Maximum age limit of 45 for beginning firefighter position.
Public Safety	HB 2041 (King)/SB 305 (Perry)	Criminal offense for unlawfully passing animal control officer vehicle or city employee issuing parking citation.
Public Safety	HB 2083 (Bucy)	Stringent requirements for the use of automatic license plate reader systems.
Public Safety	HB 2098 (Martinez)	Cities with population over 25,000 shall automatically become civil service for both police and fire.
Transportation	SB 887 (Eckhardt)	Allows cities to use impact fees for roadway safety improvements if CIP and transportation study does not indicate need for additional roadway capacity.
Utilities	SB 947 (Hughes)/HB 1318 (Guillen)	Requires cities to pay for transferred property and damages to a municipally owned utility seeking CCN for water and sewer during annexation.

Administration

HB 762 (Leach) – Relating to severance pay for political subdivision employees and independent contractors.

Summary: Limitations on severance to 20 weeks pay.

Impact: Negative

Analysis: Severance Pay would, among other things, provide that (1) a political subdivision, including a city, that enters into a contract or employment agreement, or renewal or renegotiation of an existing contract or employment agreement, that contains a provision for severance pay with an employee or independent contractor must include: (a) a requirement that severance pay that is paid from tax revenue may not exceed the amount of compensation, at the rate at the termination of employment or the contract, the employee or independent contract would have been paid for 20 weeks, excluding paid time off or accrued vacation leave; and (b) a prohibition of the provision of severance pay when the employee or independent contractor is terminated for misconduct; (2) a political subdivision shall post each severance agreement in a prominent place on the political subdivision's internet website; and (3) for an action brought against a political subdivision by an employee or independent contractor of the political subdivision arising from the termination of the person's employment or contract, a court may not issue a writ of execution or mandamus in connection with a judgment in the action if the judgment does not comply with (1), above.

HB 1080 (Curry) – Relating to the publication of required notice by a political subdivision by alternative media.

Summary: Allows cities alternate methods for publications of legal notices.

Impact: Positive

Analysis: Alternative to Newspaper Notice would: (1) allow a political subdivision to satisfy any law that requires notice to be published in a newspaper by publishing the notice in the following locations: (a) social media, free newspapers, school newspapers, a homeowners' association newsletter or magazine, utility bills, direct mailings, or any other form of media authorized by the comptroller; and (b) the internet websites maintained by the political subdivision and the comptroller; (2) provide that before providing notice under (1), above, a political subdivision must hold a public meeting about the alternative notice under (1)(a), above, and demonstrate that the circulation will be greater than the circulation of the newspaper with the greatest circulation in the political subdivision; (3) authorize the comptroller to grant a city's request for a waiver from publishing notice in accordance with (1)(b), above, if the city provides sufficient proof that Internet access is limited in the city, and if the comptroller grants the waiver, the city must provide additional notice on a public agenda board within the city; (4) require a city using alternative media described in (1)(a), above, to submit notice to the comptroller describing the alternative notice method in (1)(a), above, and certain other information; (5) authorize the comptroller to require a political subdivision to provide notice in a newspaper if the comptroller determines that the means

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under (1)(a), above, do not have greater circulation than a newspaper with the greatest circulation in the political subdivision; and (6) require the comptroller to prepare a report identifying and comparing the effectiveness of different methods of notice publication used by political subdivisions and provide the report to the governor, lieutenant governor, and the speaker of the house.

HB 1522 (Gerdes) – Relating to notice of a meeting held under the open meetings law.

Summary: Open Meetings Act notice three business days in advance instead of 72 hours and notice for budget-related meetings must include physical copy of budget.

Impact: Negative

Analysis: Open Meetings Notice would, among other things, provide that, with the exception of a notice of an emergency meeting: (1) the notice of a meeting of a governmental body must be posted in a place readily accessible to the general public at all times for at least three business days before the scheduled date of the meeting; and (2) the notice of the meeting required under (1), above, at which a governmental body will discuss or adopt a budget for the governmental body must include a physical copy of the budget.

HB 1709 (Capriglione) – Relating to the regulation and reporting on the use of artificial intelligence systems by certain business entities and state agencies.

Summary: Preempts the use of high-risk artificial intelligence system by all political subdivisions.

Impact: Negative

Analysis: Artificial Intelligence: would, among other things, preempt any ordinance, resolution, rule, or other regulations adopted by a political subdivision regarding the use of high-risk artificial intelligence systems.

Annexation

HB 377 (Cortez) – Relating to consent requirements for municipal annexation of an area on request of the landowners.

Summary: Any agreement that authorizes a city to annex property may not waive a written service agreement requirement.

Impact: Negative

Analysis: Municipal Service Agreements would provide that for annexation of property into a city which requires a certain written services agreement to be entered between the owners of the property and the city: (1) the written services agreement may not be entered into earlier than the 90th day before the date of annexation; and (2) any agreement that authorizes a city to annex the property that is the subject of the agreement may not waive the requirement that the city and land owners enter into a written service agreement.

HB 950 (Hayes) – Relating to the provision of municipal services to land annexed by a municipality for full purposes.

Summary: Requires a city to provide full municipal services to annexed property within four years.

Impact: Negative

Analysis: Municipal Services Following Annexation would, among other things: (1) define “full municipal services” to mean a city’s provision of each of the following services to land following annexation: (a) police protection; (b) fire protection including fire hydrants; (c) emergency medical services; (d) solid waste collection; (e) construction, operation, and maintenance of: (i) water and wastewater facilities; (ii) roads and streets, including lighting; and (iii) other city building, facilities, or services; (2) provide that a city must provide full municipal services to annexed property by: (a) September 1, 2029 for property annexed prior to September 1, 2025; and (b) the fourth anniversary of the date of annexation for property annexed after September 1, 2025; and (3) provide that if a city fails to provide full municipal services by the deadlines in (2), above, an affected landowner may bring an action seeking disannexation.

Budget

HB 325 (Cain) – Relating to a limit on municipal and county expenditures.

Summary: Expenditure caps.

Impact: Negative

Analysis: Expenditure Limit would provide that: (1) a city or county's total expenditures from all available sources of revenue in a fiscal year may not exceed the greater of statewide changes in population and inflation, according to a formula provided in the bill, or the previous year's expenditures; (2) a city or county may exceed the limit in (1), above, if the voters approve the additional expenditure at an election held on a uniform election date or the city or county is located in an area in which the governor declares or renews a disaster declaration; and (3) revenue received from the issuance of bonds approved by the voters or from a grant, donation, or gift is not considered an available source of revenue for the purposes of the bill.

HB 427 (Hinojosa) – Relating to the eligibility of certain political subdivisions to receive a state loan or grant following the political subdivision's failure to comply with certain annual financial reporting.

Summary: Must file and publish annual financial statement or city cannot receive state grants.

Impact: Negative

Analysis: Annual City Audit would, among other things, provide that: (1) a city that fails to file its required annual financial audit is not eligible to receive a state loan or grant under a state program for the city's fiscal year in which the city was required to file the report; and (2) each application for a state program for which a city may be ineligible under (1), above, must include a statement notifying applicants of the requirement under (1), above, and require the applicant to demonstrate compliance in the manner prescribed by the state agency administering the loan or grant.

HB 774 (Harrison) – Relating to municipal and county ad valorem tax relief.

Summary: Any city surplus revenue must be used for property tax relief.

Impact: Negative

Analysis: Tax Rate Limitation would: (1) define "surplus revenue" as the total amount of money received by a city in excess of the amount determined by multiplying the amount of the city's adopted budget for the preceding fiscal year by the inflation rate and population growth rate; (2) require a city to use its total amount of surplus revenue to provide property tax relief in a manner that reduces the amount of property tax a property owner would otherwise be required to pay; (3)

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limit a city's tax rate to a rate calculated by multiplying total revenue from all sources for the preceding year by the inflation rate, subtracting the amount of estimated revenue from all sources other than property tax for the current year, and dividing that amount by the total taxable value of property in the city; and (4) provide that a city may exceed the tax rate described in (3), above, if before the adoption of the tax rate the city pledged the tax revenue for payment of a debt and adopting a lower rate would impair the obligation of the contract creating the debt.

Community Censorship

SB 239 (Middleton)/HB 309 (Leo-Wilson)/HB 1189 (Troxclair)/HB 1294 (Patterson) – Relating to the use by a political subdivision of public funds for lobbying and certain other activities.

Summary: Political subdivision may not spend public funds to hire lobbyists or to pay a nonprofit state association that hires a lobbyist.

Impact: Negative

Analysis: Community Advocacy would: (1) prohibit a political subdivision from spending public funds to: (a) hire an individual required to register as a lobbyist for the purpose of lobbying a member of the Texas legislature; or (b) pay a nonprofit state association or organization that: (i) primarily represents political subdivisions; and (ii) hires or contracts with an individual required to register as a lobbyist; (2) provide that if a political subdivision engages in activity prohibited by (1), above, a taxpayer or resident of the political subdivision is entitled to injunctive relief to prevent any further prohibited activity and any further payments of public funds; and (3) provide that a taxpayer or resident who prevails in an action under (2), above, is entitled to recover reasonable attorney's fees and costs from the political subdivision.

HB 571 (Cain)/HB 671 (Shaheen) – Relating to the use by a political subdivision of public funds for lobbying and certain other activities.

Summary: Political subdivision may not spend public funds to hire lobbyists, but exception for nonprofit state association to provide legislative services, communicate with legislators, and testify for or against legislation.

Impact: Negative

Analysis: Community Advocacy: would: (1) except as provided by (2), below, prohibit a political subdivision from spending public funds to: (a) hire an individual required to register as a lobbyist for the purpose of lobbying a member of the Texas legislature; or (b) pay a nonprofit state association or organization that: (i) primarily represents political subdivisions; and (ii) hires or contracts with an individual required to register as a lobbyist; (2) provide that the prohibition in (1), above, does not prevent: (a) a city or county from spending public funds to compensate or contract with an individual required to register as a lobbyist for the purpose of influencing or attempting to influence the outcome of legislation related to the military, military service members, or military veterans; or (b) a full-time employee of a nonprofit state association or organization that primarily represents political subdivisions from: (i) providing legislative services, including services related to bill tracking, bill analysis, and legislative alerts; (ii) communicating directly with a member of the legislature to provide information; or (iii) testifying for or against legislation before a legislative committee; (3) provide that if a political subdivision engages in activity prohibited by (1), above, a taxpayer or resident of the political subdivision is entitled to injunctive relief to prevent any further prohibited activity and any further payments of public funds; and (3) provide that a taxpayer or

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resident who prevails in an action under (3), above, is entitled to recover reasonable attorney's fees and costs from the political subdivision.

Debt

HB 1453 (Tepper) / SB 470 (Sparks) – Relating to the issuance of anticipation notes and certificates of obligation by certain local governments.

Summary: Largely eliminates use of certificates of obligation.

Impact: Negative

Analysis: Local Debt would, among other things:

1. Prohibit the governing body of an issuer, including a city council, from authorizing an anticipation note to pay a contractual obligation to be incurred if a bond proposition to authorize bonds for the same purpose was submitted to the voters during the preceding five years and failed to be approved;
2. Allow the governing body of an issuer to authorize an anticipation note that the governing body is otherwise prohibited from authorizing under Number 1, above, if the note is issued:
(a) to mitigate the impact of a public health emergency in the jurisdiction of the issuer that poses an imminent danger to the physical health or safety of the residents of the issuer; or
(b) to finance the cleanup, mitigation, or remediation of a natural disaster in the jurisdiction of the issuer subject to a state of disaster declared by the governor or the presiding officer of the governing body of an issuer;
3. Prohibit a city from issuing a certificate of obligation (CO) for the following types of public improvements: (a) a public safety facility, including a police station, fire station, emergency shelter, jail, or juvenile detention facility; (b) a judicial facility; (c) an administrative office building housing the governmental functions of the city or county; (d) an animal shelter; (e) a library; (f) a park or recreation facility that is generally accessible to the public and is part of the city or county park system; (g) the rehabilitation, expansion, reconstruction, or maintenance of an existing stadium, arena, civic center, convention center, or coliseum that is owned and operated by the city or county or by an entity created to act on behalf of the city or county; (h) constructing or equipping a jail; and (i) constructing a bridge that is part of or connected to a county road or an approach to such a bridge;
4. Allow the governing body of an issuer to authorize a CO only as necessary to pay a contractual obligation, or professional services associated with an obligation, to be incurred for the construction, renovation, repair, or improvement of a public work that the governing body determines is necessary to: (a) comply with a state or federal law or rule, but only if the issuer has been officially notified of noncompliance with the law or rule; (b) to mitigate the impact of a public health emergency in the jurisdiction of the issuer that poses an imminent danger to the physical health or safety of the residents of the issuer, so long as the governing body adopts a resolution describing the conditions and circumstances of the public health emergency and makes a determination that the emergency exists; (c) to finance the cleanup, mitigation, or remediation of a natural disaster in the jurisdiction of the issuer subject to a state of disaster declared by the governor or the presiding officer of the governing body of an issuer; or (d) to comply with a court order;

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5. Provide that, if necessary, because of a change order for a contractual obligation incurred for the construction, renovation, repair, or improvement of a public work, the governing body of an issuer may authorize the issuance of COs in an amount not to exceed 15 percent of the contractual obligation;
6. Require the governing body of an issuer that authorizes the issuance of COs to enter into a contract for the construction, renovation, repair, or improvement of a public work for which the issuance is authorized not later than the 180th day after the date the governing body authorizes the issuance;
7. Prohibit a city from issuing a CO for the payment of contractual obligations to be incurred in restoring historic structures;
8. Reduce the maturity period of a CO from 40 years to 30 years;
9. Prohibit the governing body of an issuer from authorizing certificate of obligation to pay a contractual obligation to be incurred if a bond proposition to authorize the issuance of bonds for the same purpose was submitted to the voters during the preceding five years and failed to be approved;
10. Allow the governing body of an issuer to authorize a CO that the governing body is otherwise prohibited from authorizing under Number 9, above, if the note is issued: (a) to mitigate the impact of a public health emergency in the jurisdiction of the issuer that poses an imminent danger to the physical health or safety of the residents of the issuer; or (b) to finance the cleanup, mitigation, or remediation of a natural disaster in the jurisdiction of the issuer subject to a state of disaster declared by the governor or the presiding officer of the governing body of an issuer; and
11. Lower the protest petition threshold to force an election on the issuance of a CO from five percent of the qualified voters of the issuer to two percent of the registered voters of the issuer.

HB 1514 (Schofield) / SB 393 (Sparks) – Relating to the authority of a political subdivision to issue debt to purchase or lease tangible personal property.

Summary: No debt for tangible personal property if useful life of property ends before maturity date.

Impact: Negative

Analysis: Limitations on Issuance of Public Security would prohibit a political subdivision, including a city, from issuing public security to purchase or lease tangible personal property if the expected useful life of the property for the purpose of calculating depreciation deductions ends before the maturity date of the public security.

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HB 1519 (Schofield) / SB 533 (Sparks) – Relating to the election date for the authorization of the issuance of bonds or a tax increase.

Summary: All bond elections on November election date.

Impact: Negative

Analysis: Bond and Tax Elections would require that an election for the issuance of bonds or a tax increase must be held on the November uniform election date and may not be held as an emergency election.

Economic Development

HB 1844 (Guillen) – Relating to certain requirements applicable to certain municipal economic development programs and grants.

Summary: Strict requirements for cities establish, amend, or renew economic development agreements.

Impact: Negative

Analysis: Chapter 380 Economic Development Agreements: would:

1. Provide that a city may not establish, amend, or renew an economic development program adopted under Chapter 380 of the Local Government Code (380 Agreement) unless the city council first holds a public hearing;
 2. Prohibit a city from making a loan or grant of public money or provide municipal personnel or services through an economic development program adopted under a 380 Agreement unless the city enters into a written agreement with the business that details the terms and conditions of the loan, grant, or provision of personnel or services;
 3. Provide that a 380 Agreement with a for-profit entity must require the creation or retention of jobs and the making of a capital investment, and must include a schedule of the jobs to be created or retained and the capital investment to be made;
 4. Provide that a 380 agreement adopted under (3), above, must include a requirement that the business repay to the city the cost of any benefit received from the city if the business fails to meet each performance requirement; and
 5. Prohibit a city from making a grant under a 380 Agreement to certain tax exempt entities or development corporations unless the city complies with (1)-(4), above.
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HB 2033 (Meza) – Relating to the establishment of the community development grocery store grant program and to the use of money from the Texas Enterprise Fund for the program.

Summary: Provides assistance to cities to grant incentives for businesses to operate grocery stores.

Impact: Positive

Analysis: Grocery Store Grant Program would, among other things, provide that: (1) the Texas Economic Development and Tourism Office shall establish and administer the community development grocery store grant program to assist communities by awarding grants to business entities proposing to operate a grocery store that will be located in a food desert; and (2) to be eligible to receive a grant under the bill, a business entity must, among other things, demonstrate

the support of the governing officials of the local governmental entities in which the grocery store is proposed to be located, particularly in the form of local economic development incentive offers.

SB 878 (Birdwell) – Relating to limitations on the use of public money under certain economic development agreements or programs adopted by certain political subdivisions.

Summary: Restrictions for cities to provide property tax abatement or exemption in economic development agreements.

Impact: Negative

Analysis: Economic Development Agreements would, among other things, provide that: (1) a city may not grant an exemption or other relief from property taxation in a Chapter 380 agreement; (2) before a city may make a loan or grant in a Chapter 380 agreement, the governing body of the city must hold a public hearing regarding the proposed loan or grant at which members of the public are given the opportunity to be heard; (3) a city that maintains an Internet website shall post the current version of the proposed loan or grant on the website; (4) the public notice of a meeting at which the governing body of a city will consider the adoption of a proposed loan or grant for a Chapter 380 agreement must contain: (a) the name of the recipient of the loan or grant; (b) a general description of the public purpose for which the loan or grant is provided; and (c) the amount of and period of time for the loan or grant; (5) a city must give notice of a meeting required by (2), above, not less than 15 business days but not more than 30 business days before the meeting; (6) an agreement for a loan or grant under a Chapter 380 agreement must include appropriate performance metrics relating to the goals of an economic development program; (7) a city may not enter into a Chapter 380 agreement to make a loan or grant for a period exceeding 10 years; (8) a city may renew a Chapter 380 agreement no more than three times, and each renewal period may not exceed five years; (9) information that is provided to a city in connection with an application or request for a loan or grant in a Chapter 380 agreement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a loan or grant is sought is confidential and not subject to public disclosure until the loan or grant agreement is executed but that information in the custody of the city is not confidential after an agreement has been executed; (10) in a Chapter 312 tax abatement agreement, a taxing unit: (a) may only provide an abatement of the taxing unit's property taxes; and (b) may not provide a loan or grant of public money from any other source; and (11) for a meeting for Chapter 312 tax abatement agreement, the city must give notice of the meeting not less than 15 business days but not more than 30 business days before the meeting.

Elections

SB 506 (Bettencourt)/HB 1783 (Paul) – Relating to requirements for certain petitions requesting an election and ballot propositions and to related procedures and provisions.

Summary: Ballot proposition language for home rule cities reviewed by SOS.

Impact: Negative

Analysis: Ballot Propositions and Petitions regarding a city's ballot proposition language, the bill would:

1. Require that a ballot proposition substantially submit a question with such definiteness and certainty that the voters are not misled;
2. Provide that if a court orders a new election to be held after a contested election is declared void, a person may seek from the court a writ of mandamus to compel the governing body of a city to comply with the requirement that a ballot proposition substantially submit the question with such definiteness and certainty that the voters are not misled;
3. Allow a religious organization to circulate or submit a petition in connection with a recall election;
4. Provide that, not later than the seventh day after the date that a home-ruled city publishes ballot proposition language proposing an amendment to the city charter or another city law as requested by petition, a registered voter eligible to vote in the election may submit the proposition for review by the secretary of state (SOS);
5. Require the SOS to review the proposition not later than the seventh day after the date the SOS receives the submission to determine whether the proposition is misleading or inaccurate;
6. Provide that if the SOS determines that the proposition is misleading or inaccurate, the city shall draft a proposition to cure the defect and give notice of the new proposition;
7. Authorize a proposition drafted by a city under Number 6, above, to be submitted to the SOS under the process outlined in Number 4, above;
8. Provide that if the SOS determines that the city has on its third attempt drafted a proposition that is misleading or inaccurate, the SOS shall draft the ballot proposition;
9. Require, in an action in a district court seeking a writ of mandamus to compel the city to comply with the provision described in Number 1, above, the court to make a determination without delay and authorize the court to: (a) order the city to use ballot proposition language drafted by the court; and (b) award a plaintiff or relator who substantially prevails reasonable attorney's fees, expenses, and court costs;
10. Waive and abolish governmental immunity to suit the extent of the liability created by Number 9(b), above;
11. Provide that, following a final judgment that a proposition failed to comply with the provision described in Number 1, above, a city must submit to the SOS any proposition to be voted on at any election held by the city before the fourth anniversary of the court's finding; and
12. Require a city to pay fair market value for all legal services relating to a proceeding regarding ballot proposition language enforcement.

In addition, regarding petitions, the bill would:

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1. Provide that the illegibility of a signature on a petition submitted to a home-rule city is not a valid basis for invalidating the signature if the information provided with the signature legibly provides enough information to demonstrate that the signer is eligible to sign the petition and signed the petition on or after the 180th day before the date the petition was filed;
2. Require the SOS to prescribe the form, content, and procedure for a petition and prohibit a home-rule city that uses a form that is different than the SOS form from invalidating a petition because it doesn't contain information that the petition form failed to provide for or required to be provided;
3. Provide that a person who circulates or submits a petition is not required to use a petition form prescribed by the SOS or a home-rule city, but that a petition that does not use an officially prescribed form must contain the substantial elements required to be provided on the officially prescribed form;
4. Require that the city secretary determine the validity of a petition, including verifying the petition signatures, not later than the 30th day after the date the city receives the petition;
5. Prohibit a city from restricting who may collect petition signatures;
6. Provide that the provisions described by Numbers 4 and 5, above, preempt home-rule charter procedures requiring the city council to hold an election on receipt of a petition;
7. In regard to a charter amendment election petition: (a) provide that at least five percent of the registered voters of the city on the date of the most recent election held in the city or 20,000, whichever number is smaller, may submit a petition; and (b) require the notice of election include a substantial copy of the proposed amendment in which language sought to be deleted by the amendment is bracketed and stricken through and language sought to be added by the amendment is underlined; and
8. Repeal the state law providing that any requirements for the validity or verification of petition signatures beyond those prescribed by state statute that are prescribed by a home rule charter or city ordinance are effective only if the charter provision or ordinance was in effect on September 1, 1985.

HB 524 (Tepper) – Relating to the review and approval of certain proposed municipal initiatives and referendums.

Summary: AG review of home rule city initiative and referendum petitions.

Impact: Negative

Analysis: Initiative and Referendum would provide that: (1) a home-rule city that allows for the initiative and referendum process in its charter shall, before ordering an election for an initiative or referendum measure, submit the measure to the attorney general no later than the fifth day after the day the city receives the petition on the measure; (2) the attorney general shall, not later than the 30th day after the day the city submits the measure to the attorney general: (a) determine whether any portion of the measure would violate state law; and (b) advise the city in writing of its determination; (3) a city may not hold an election on a measure if the attorney general determines that any portion of the measure would violate state law unless the attorney general fails to comply with the requirements of (2), above, in the prescribed time and manner; (4) a qualified voter of a city that submits a measure to the attorney general may bring an action to challenge the determination

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of the attorney general described under (2), above; (5) a city must hold an election on a measure described by (1), above, on a uniform election date; and (6) the statutory authority for home-rule cities to hold nonbinding referendums as a result of a petition by voters of the city is repealed.

Finance

HB 790 (Spiller) – Relating to the amount of an expenditure made by certain political subdivisions for which a competitive procurement method may be required to be used.

Summary: Promotes of “Pay-as-you-go” financing through property tax rate calculation adjustment and increases the competitive bidding threshold to account for increased costs to cities.

Impact: Positive

Analysis: Competitive Bidding Thresholds would, among other things: (1) increase the threshold at which competitive bidding is required for city purchases from \$50,000 to \$200,000; and (2) increase the threshold at which competitive bidding in relation to historically underutilized businesses is required from \$50,000 to \$200,000.

HB 1227 (Gates) – Relating to municipal solid waste management services contracts.

Summary: Limits city solid waste franchise fees to two percent.

Impact: Negative

Analysis: Solid Waste would prohibit a city from: (1) charging a solid waste franchisee a city franchise fee of more than two percent of the franchisee’s gross receipts from the sale of services in the city; and (2) restricting the right of an entity to contract with a person other than the city or the city’s exclusive franchisee for commercial, industrial, or multifamily residential solid waste management services.

HB 1998 (Spiller) – Relating to the amount of an expenditure made by certain political subdivisions for which a competitive procurement method may be required.

Summary: Raises city competitive bidding requirements from \$50,000 to \$100,000.

Impact: Positive

Analysis: Competitive Bidding Thresholds: would, among other things: (1) increase the threshold at which competitive bidding is required for city purchases from \$50,000 to \$100,000; and (2) increase the threshold at which competitive bidding in relation to historically underutilized businesses is required from \$50,000 to \$100,000.

SB 937 (Parker) – Relating to bidding or procurement requirements for improvement projects in public improvement districts.

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Summary: Public Improvement Districts would not be subject to competitive bidding threshold requirements if one-third of the cost was financed by special assessment.

Impact: Positive

Analysis: Public Improvement Districts: would provide that a public improvement project located within a public improvement district (PID) is not subject to the public bidding or procurement requirements applicable to a city if at least one-third of the cost of the improvement is or will be paid or secured by a special assessment levied on property located inside the PID.

Housing

HB 287 (Harris Davila) – Relating to an annual study by the Texas A&M University Texas Real Estate Research Center of the purchase and sale of single-family homes by certain institutional buyers.

Summary: Institutional investor reporting and limitation.

Impact: Positive

Analysis: Institutional Home Buyer Study would provide that the Texas A&M University Real Estate Research Center: (1) shall annually compile certain information related to certain institutional buyers' purchases and sales of single-family homes in this state for the calendar year including: (a) the number of single-family homes purchased by each institutional buyer in the calendar year; (b) of the single-family homes described by (a), above, the number: (i) acquired through foreclosure; (ii) sold by each institutional buyer during the same year; and (iii) used as rental properties during the same year; (c) the city and county where each single-family home described by (a), above, is located and the number of homes purchased in each city or county; and (d) the appraised value of each single-family home described by (a), above; (2) may compile additional information: (a) at the recommendation of the legislature; or (b) that the Center deems relevant based on market condition; and (3) by June 1 of each year, the shall submit a report to certain state officials containing: (a) a summary of the information compiled under (1), above, for the preceding calendar year; (b) an assessment of any trends or patterns relating to the relative number of purchases by institutional buyers, including whether the institutional buyers fall into any readily observable groups based on number of purchases or other appropriate criteria; and (c) an analysis of the impact of institutional buyers on the cost of housing and the advantages, if any, that institutional buyers have over individual buyers in the real estate market.

HB 1835 (Guillen) – Allows installation of new HUD-code manufactured homes in all residential zoning classifications.

Summary: Regulates the installation of new manufactured homes that comply with HUD codes.

Impact: Negative

Analysis: Municipalities must allow the installation of HUD-code manufactured homes in appropriate areas, and applications for such installations are automatically granted unless denied in writing within 45 days. Additionally, local governments cannot impose permits, fees, bonds, or insurance for the transportation and installation of these homes, although they can charge for actual costs incurred. Furthermore, the bill emphasizes that municipalities cannot unreasonably regulate or restrict the installation of new HUD-code manufactured homes. It prohibits the requirement of specific use permits for homes constructed in compliance with federal law and mandates that municipalities with zoning regulations must allow the installation of these homes in at least one residential zoning classification. They are also barred from adopting regulations that

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would effectively prohibit the installation of new HUD-code manufactured homes across all residential zones.

SB 653 (West) – Relating to a refund of sales and use taxes paid on the purchase or use of building materials used to construct certain subsidized housing.

Summary: State sales tax refund for affordable housing building materials.

Impact: Positive

Analysis: State Sales Tax Refund would provide that: (1) a person is entitled to a refund of the state sales taxes paid on the purchase or use of building materials used to construct affordable housing that is subsidized by a state or federal tax credit; (2) the amount of the refund described by (1), above, is equal to the sum of: (a) the amount of sales taxes paid on not more than \$50,000 of building material purchased for the construction of a single-family home during the 180-day period preceding the date the person applies for the refund; and (b) the amount of sales taxes paid on not more than \$5,000 of building material purchased for each residential unit constructed in an apartment complex by the person during the 180-day period preceding the date the person files for the refund; (3) a person may not claim more than: (a) \$100,000 in refunds for single-family home construction per calendar year; or (b) \$100,000 in refunds for residential units constructed in an apartment complex per 180-day period; and (4) the total amount of refunds that may be awarded to all applicants in a state fiscal year may not exceed \$2 million, awarded on a first-come, first served basis.

Land Use

HB 294 (Cortez)/SB 141 (Hall) – Relating to the regulation by a municipality or property owners' association of food production on single-family residential lots.

Summary: City can't prohibit six or fewer chickens or rabbits on single family lot.

Impact: Negative

Analysis: Residential Food Production would, among other things: (1) prohibit a city from adopting or enforcing an ordinance or restrictive covenant that prohibits any of the following activities on a single-family residential lot: (a) the growing of fruits and vegetables; or (b) the raising of six or fewer domestic fowls or six or fewer rabbits; (2) allow a city to impose reasonable regulations on the growing of the fruits and vegetables in the front, side, or rear yard of a residence, including: (a) a requirement that the growing area be maintained in good condition of visible from the street faced by the lot or from an adjoining lot; and (b) a requirement for the trimming or removal of a tree as necessary for the maintenance of a utility easement; (3) allow a city to impose reasonable regulations on the raising or keeping of fowls or rabbits on a single-family residential lot to control odor, noise, safety, or sanitary conditions that do not have the effect of prohibiting the raising or keeping of the fowl or rabbits, including: (a) a limit on the number of fowl or rabbits that is more than the minimum number allowed by (1), above, or a total combined number of eight fowl and rabbits; (b) a prohibition on raising or keeping of a rooster; (c) the minimum distance between an animal shelter and a residential structure other than the animal owner's own residence; (d) a requirement for fencing or shelter sufficient to contain the fowl or rabbits on the owner's property; (e) minimum requirements for combined housing and outdoor space of at least 20 square feet per fowl and nine square feet per rabbit; (f) a requirement to address sanitary conditions in a manner that prevents accumulation of animal waste in a quantity sufficient to create an offensive odor or attract pests; or (g) a requirement that the fowl or rabbits may only be kept in the side or rear yard of a residence; (4) provide that the requirements in (1) and (2), above, do not apply to a condominium unit; (5) provide that an ordinance adopted by a city that violates state law is void; and (6) provide that many of the regulations in (1)–(5), above, apply to property owners associations as well.

HB 369 (Tepper) – Relating to the authority of a municipality to regulate the number of dwellings allowed on certain property.

Summary: No city regulations allowing for more than one single family dwelling on a lot zoned for single family dwellings on 9/1/2023.

Impact: Negative

Analysis: Housing Density would (1) prohibit a city from adopting or enforcing an ordinance, zoning variance, or other regulation that allows for the construction of more than one single-family dwelling on a lot that: (a) was zoned for single-family dwellings on September 1, 2023; and (b) is located in a subdivision with at least one developed lot; (2) prohibit a city from changing a zoning classification, regulation, boundary, or an allowed use under a zoning classification for the purpose

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of allowing more than one single-family dwelling on a lot described by (1), above; (3) create an exception to (1) and (2), above, to allow a city to adopt or enforce a regulation if the city: (a) sends certain written notice to each owner of real property zoned for single-family dwelling within 200 feet of each property affected by the proposed ordinance or regulation described in (1) or (2), above; and (b) obtains an affidavit from each owner consenting to the ordinance or regulation; and (4) provide that any person who has sustained an injury in fact, actual or threatened, from a city ordinance, order, or rule adopted or enforced by a city in violation of (1)-(3), above, or a trade association representing the person, has standing to bring an action against the city.

HB 878 (Vasut) – Relating to the regulation of residential land use and accessory dwelling units by a political subdivision.

Summary: Minimum lot size restrictions for certain cities and accessory dwelling units by right in all cities.

Impact: Negative

Analysis: Density Preemption & Accessory Dwelling Units: This bill addresses, among other things, both density preemption in certain cities, and the regulation of accessory dwelling units (ADUs) in all cities. The density preemption components of the bill apply to a city with a population of 85,000 or more that is wholly or partly located in a county with a population of one million or more, and would provide, among other things, that:

1. A city may not adopt or enforce a regulation that requires a residential lot to be: (a) larger than 2,500 square feet; (b) wider than 16 feet; or (c) deeper than 30 feet;
2. If regulating the density of dwelling units on a residential lot, a city may not adopt or enforce a regulation that requires a ratio of dwelling units per acre that results in fewer than 31.1 units per acre;
3. On certain defined “small lots,” which are residential lots that are 4,000 square feet or less, a city may not adopt or enforce a regulation that requires a small lot to have: (a) a setback greater than five feet from the front, back, or side of the property; (b) covered parking; (c) more than one parking space per unit; (d) off-site parking; (e) more than 30 percent open space or permeable surface; (f) fewer than three full stories not exceeding 10 feet in height; (g) a maximum building bulk; (h) wall articulation requirement; or (i) certain other zoning restrictions;
4. A city may require with respect to a small lot: (a) the sharing of a driveway with another lot; or (b) permitting fees equivalent to the fees charged for the development of a lot the use of which is restricted to a single-family residence;
5. A property owner may apply for a special exception from the lot or building requirements in Numbers 1-4, above, if they: (a) propose to exempt an area contiguous to an area subject to these regulations; and (b) demonstrate the approval of a certain percentage of owners of property in certain areas of the contiguous property; and

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6. a property owner may bring court action against a city that violates the requirements in Numbers 1-4, above, and seek damages and attorney fees;

The bill addresses ADU regulation by providing, among other things, that:

1. On a lot zoned for single-family home or duplex, a city may not adopt or enforce a regulation that:
 - (a) Prohibits an owner of a lot from building an ADU;
 - (b) Prohibits an owner from selling or leasing an ADU;
 - (c) Requires owner occupancy;
 - (d) Requires parking for an ADU;
 - (e) Requires a minimum lot size for an ADU larger than the minimum lot size required by the city for: (i) a single-family home or duplex; or (ii) an ADU on September 1, 2025, if certain conditions apply;
 - (f) Requires setbacks larger than five feet for an ADU;
 - (g) Prevents an owner of a lot zoned for single-family or duplex from converting an existing structure to an ADU through certain setbacks;
 - (h) Applies growth, density, or bulk restrictions to an ADU;
 - (i) Provides a limitation on the square footage of an ADU that is less than 50 percent of the square footage of the primary dwelling unit or 800 square feet;
 - (j) Regulates certain aspects of ADU design;
 - (k) Requires the height of a room in an ADU to be more than 14 feet;
 - (l) Charges an impact fee on an ADU under 800 square feet or that conflicts with the state statute on impact fees; (m) charges any additional fee specific to ADUs including parkland or right-of-way dedication; (n) imposes any restriction on ADU occupancy based on age or employment; (o) prohibits an owner of a lot that is at least 10,000 square feet from building two ADUs; or (p) prohibits an ADU based on open space or permeable surface restrictions;
2. A city may:
 - (a) Apply its generally applicable height limitations, front setback limitations, site plan review, and other zoning requirements to ADUs;
 - (b) Publish ADU plans, building codes, and design standards, which may include height, setback, landscape, aesthetics standards, and maximum size of an ADU;
 - (c) Authorize an ADU on a lot that: (i) contains a historic structure; (ii) is located in an area used to implement a water conservation plan; or (iii) is located in an area subject to a certain standard for a plumbing product imposed by the Texas Water Development Board;
 - (d) Apply its short-term rental regulations to an ADU;
 - (e) Prohibit the sale of an ADU separately from the primary dwelling unit;
3. A city that requires a permit to construct an ADU shall:
 - (a) Process the permit application ministerially without discretionary review or a hearing;
 - (b) Consider only whether the application satisfies the applicable building codes, design standards, and fire codes; and

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(c) Approve or deny the application not later than the 60th day after the date the applicant submits the completed application;

4. A permit application described in Number 3, above, is considered approved if the city does not approve or deny the application on or before the 60th day after the applicant submits the application; and

A city found by the attorney general to have violated these regulations may not adopt a tax rate that exceeds the city's no-new-revenue tax rate for the tax year that begins on or after the date of the determination.

HB 1742 (Hickland) – Relating to protesting changes to municipal zoning regulations and boundaries.

Summary: Zoning protest threshold from 20% of area property owners to 50% and 3/4 vote of city council down to simple majority.

Impact: Positive

Analysis: Zoning Protests would provide that: (1) a protest to a proposed change in zoning regulation or boundary must be signed by the owners of at least 50 percent of the area of the lots or land either: (a) covered by the proposed change; or (b) immediately adjoining the area covered by the proposed change and extending 200 feet from the area; and (2) if a proposed change is protested, the affirmative vote of a majority of all members of the governing body is required for its adoption.

HB 1779 (Bucy) / SB 673 (Hughes) – Relating to regulation of accessory dwelling units by political subdivisions.

Summary: Accessory dwelling units by right.

Impact: Negative

Analysis: Accessory Dwelling Units would:

1. Define “accessory dwelling unit” (ADU) to mean a residential housing unit that is: (a) located on any lot that is either not zoned or is zoned for single-family or duplex homes; (b) independent or detached from the primary dwelling unit; and (c) a complete and independent living facility for at least one individual;
2. 2. prohibit a city from adopting or enforcing a regulation that: (a) prohibits an owner from building, selling, or leasing an ADU; (b) requires owner occupancy of the primary dwelling unit; (c) requires parking for an ADU; (d) requires a minimum lot size for an ADU larger than that required for: (i) a single-family home or duplex; or (ii) an ADU on September 1, 2025, if

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notice of ADU construction is required by the city; (e) requires setbacks larger than five feet for an ADU; (f) prevents an owner from converting an existing structure into an ADU due to the current structure's setbacks; (g) applies the city's growth, density, or bulk limitations to an ADU; (h) limits ADU square footage to either: (i) 50 percent of the square footage of the primary dwelling unit; or (ii) 800 square feet; (i) regulates certain design aspects of the ADU; (j) requires the height of a room in an ADU to be more than 14 feet; (k) charges an impact fee: (i) in any amount for an ADU that is less than 800 square feet or (ii) that conflicts with the state statute on impact fees; (l) charges any additional fee or exaction, including a parkland or right-of-way dedication; (m) imposes ADU occupancy restrictions based on age or employment relationship with the primary dwelling unit owner; (n) prohibits an owner of a lot that is at least 10,000 square feet from building two accessory dwelling units before, after, or concurrently with the primary dwelling unit; or (o) prohibits construction of an ADU under applicable open space or permeable surface restrictions;

3. Authorize a city to: (a) generally apply its height and front setback limitations, site plan review, and other generally applicable zoning requirements to ADU construction; (b) publish ADU plans, building codes, and design standards, including height, setback, landscape, aesthetic standards, and maximum size of an ADU; (c) allow ADUs on a lot: (i) containing a historic structure; or (ii) that is located in an area that is used to implement a water conservation plan or subject to a certain Texas Water Development Board standard; (d) apply the city's short term rental regulations to an ADU; and (e) prohibit sale of the ADU separately from the primary dwelling unit;
4. Require a city that requires a permit to construct an ADU to: (a) process the permit application ministerially without discretion or a hearing; (b) consider only whether the application satisfies applicable building codes, design standards, and fire codes; and (c) approve or deny the application not later than the 60th day after submission;
5. Deem an application to be automatically approved if it is not denied on or before the 60th day after submission; and
6. Allow a person to submit a complaint to the attorney general of a suspected violation of the law; and

Provide that if the attorney general determines that a political subdivision has violated the law; the political subdivision may not adopt a property tax rate that exceeds the political subdivision's no-new-revenue tax rate for the following tax year.

HB 1901 (Cook) – Relating to the release of certain areas from a municipality's extraterritorial jurisdiction by petition or election.

Summary: Exemption requirements of a city's ETJ areas from release by petition or election.

Impact: Positive

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Analysis: ETJ Release would exempt the following areas of a city's extraterritorial jurisdiction from release by petition or election: (1) areas located within: (a) one-quarter mile of the corporate boundaries of a city with a population of less than 5,000; (b) one-half mile of the corporate boundaries of city with a population of 5,000 to 24,999; (c) one mile of the corporate boundaries of a city with a population of 25,000 to 49,999; (d) 1-1/2 miles of the corporate boundaries of a city with a population of 50,000 to 99,999; or (e) 2-1/2 miles of the corporate boundaries of a city with a population of 100,000 or more; and (2) an area identified in a city's long-range master plan for land use, water infrastructure, wastewater infrastructure, or roadways.

HB 1964 (Spiller) – Relating to equitable relief from the enforcement of certain governmental requirements that affect agricultural operations.

Summary: Property owner may file a suit against a city to block enforcement requirements related to nuisances on agricultural operations.

Impact: Negative

Analysis: Agricultural Operations would allow a person aggrieved by a political subdivision's enforcement of a nuisance action or other governmental requirement on certain agricultural operations to bring an action against the political subdivision to obtain declaratory or injunctive relief to block the enforcement of the government requirement and allow for the recovery of court costs and reasonable attorney's fees if they prevail.

HB 2013 (C. Bell) – Relating to the authority of certain property owners' associations to prohibit or restrict the keeping of chickens.

Summary: Property owners' associations cannot restrict a property owner from keeping chickens if a city ordinance allows chickens on an owner's property.

Impact: Positive

Analysis: Homeowners' Associations and Right to Keep Chickens would prohibit a property owners' association from including or enforcing a provision in a dedicatory instrument that prohibits or restricts a property owner from keeping chickens on the owner's property if a city ordinance authorizes the property owner to keep chickens on the property.

HB 2024 (Turner) – Relating to the release of certain areas from a municipality's extraterritorial jurisdiction by petition or election.

Summary: Exempts ETJ areas from release if a city's remaining ETJ is not contiguous and if city has spent more than \$1 million in the area to develop.

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Impact: Positive

Analysis: Extraterritorial Jurisdiction Release would exempt the following areas within a city's extraterritorial jurisdiction (ETJ) from release by petition or election: (1) an area for which the release would result in the city's remaining ETJ not being contiguous; and (2) an area for which the city has spent at least \$1 million to develop.

SB 785 (Flores)/HB 1835 (Guillen) – Relating to the regulation of new HUD-code manufactured housing.

Summary: Cities cannot regulate or restrict HUD-code manufactured homes.

Impact: Negative

Analysis: Manufactured Homes: would: (1) prohibit a city from unreasonably regulating or restricting the installation of a new HUD-code manufactured home; (2) prohibit a city from requiring a specific use permit for a new HUD-code manufactured home; (3) require a city with zoning regulations to permit the installation of a new HUD-code manufactured home under at least one residential zoning classification or type of residential zoning district; and (4) prohibit a city from adopting zoning regulations that directly or indirectly prohibit HUD-code manufactured homes in all residential areas of the city.

SB 840 (Hughes) – Relating to certain municipal and county regulation of certain multifamily and mixed-use residential development projects and conversion of certain commercial buildings.

Summary: Allows the conversion of commercial buildings into mixed-use and multifamily residential buildings, among other things, and applies to cities with populations over 60,000 in counties over 420,000.

Impact: Negative

Analysis: Mixed Use and Multifamily Development would, among other things, for a city with a population over 60,000 located in a county with a population over 420,000, provide that:

1. "Multifamily residential" means the use or development of a site for three or more dwelling units within one or more buildings, including a residential condominium;
2. "Mixed-use residential" means the use or development of a site consisting of residential and nonresidential uses in which the residential uses are at least 65 percent of the total square footage of the development;

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3. A city shall allow mixed-use residential use and development or multifamily residential use and development in a zoning classification that allows office, commercial, retail, warehouse, or mixed-use use or development as an allowed use under the classification;
4. A city may not require the change of land use classification or regulation or approval of an amendment, exception, or variance to a land use classification or regulation, special exception, zoning variance, conditional use approval, special use permit, or comprehensive plan amendment prior to allowing a mixed-use residential use or development or multifamily residential use or development in an area covered by a zoning classification described by Number 3, above;
5. A city may not adopt or enforce an ordinance, order, zoning restriction, or other regulation that: (a) imposes on a mixed-use residential or multifamily residential development: (i) a limit on density that is more restrictive than the greater of: (A) the highest residential density allowed in the city; or (B) 36 units per acre; (ii) a limit on building height that is more restrictive than the greater of: (A) the highest height that would apply to an office, commercial, retail, or warehouse development constructed on the site; or (B) 45 feet; or (iii) a setback or buffer requirement that is more restrictive than the lesser of: (A) a setback or buffer requirement that would apply to an office, commercial, retail, or warehouse development constructed on the site; or (B) 25 feet; (b) requires a mixed-use residential or multifamily residential development to provide: (i) more than one parking space per dwelling unit; or (ii) a multi-level parking structure; (c) restricts the ratio of the total building floor area of a mixed-use residential or multifamily residential development in relation to the lot area of the development; or (d) requires a multifamily residential development not located in an area zoned for mixed-use residential use to contain nonresidential uses.
6. If the city authority responsible for approving a building permit or other authorization required for the construction of a mixed-use residential or multifamily residential development determines that a proposed development meets city land development regulations the authority: (a) shall administratively approve the permit or other authorization; and (b) may not require further action by the governing body of the city for the approval to take effect;
7. For a building or the structural components of a building that is being used for office, retail, or warehouse use, is proposed to be converted from nonresidential occupancy to mixed use residential or multifamily residential occupancy for at least 65 percent of the building and at least 65 percent of each floor of the building that is fit for occupancy, and was constructed at least five years before the proposed date to start the conversion, provide that a city may not: (a) charge a fee in connection with the submission, review, or approval of an application for a permit related to the use, development, or construction of a building proposed to be converted to mixed-use residential or multifamily residential use, including any fee for: (i) acquiring a building permit; (ii) the closure of a street or sidewalk adjacent to the proposed converted building; or (iii) an expedited permit review for the proposed converted building if the city has adopted an accelerated residential building permit review process; (b) require the dedication of parkland or impose a parkland dedication fee in connection with a building proposed to be converted to mixed-use residential or multifamily residential use; (c) in connection with the use, development, construction, or occupancy of a building proposed to be converted to mixed-use residential or multifamily residential use,

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require: (i) the preparation of a traffic impact analysis or other study relating to the effect the proposed converted building would have on traffic or traffic operations; (ii) the construction of improvements or payment of a fee in connection with mitigating traffic effects related to the proposed converted building; (iii) the provision of more than one parking space per dwelling unit; or (iv) the extension, upgrade, replacement, or oversizing of a utility facility except as necessary to provide the minimum capacity needed to serve the proposed converted building; (d) impose an impact fee on land where a building has been converted to mixed-use residential or multifamily residential use unless the land on which the building is located was already subject to an impact fee before a building permit related to the conversion was filed with the city; and (e) apply the city's short-term rental regulations to a converted building;

8. The following persons may bring an action against a city for damages or injunctive relief relating to a violation of Numbers 3 – 6, above: (a) a person who applies for a permit or other authorization in connection with a mixed-use residential development or multifamily residential development project; (b) a person eligible to apply for residency in a mixed-use residential or multifamily residential development project affected by the violation; or (c) a nonprofit organization;
9. An action brought under Number 8, above, may be brought in: (a) the county in which all or a substantial part of the events or omissions giving rise to the claim occurred; (b) the county of residence for any one of the natural person defendants at the time the cause of action accrued; (c) the county of the principal office in this state of any one of the defendants that is not a natural person; or (d) the county of residence for the claimant if the claimant is a natural person residing in this state;
10. A person adversely affected or aggrieved by a violation of Number 7(a), (b), (c), or (d), above, may bring an action for damages or injunctive relief against a city;
11. For an action brought under Numbers 8 or 10, above: (a) a claimant who prevails in the action is entitled to recover: (i) injunctive relief; (ii) nominal and compensatory damages, including economic loss; and (iii) court costs and reasonable attorney's fees; (b) the action may not be transferred to a different venue without the written consent of all parties; and (c) the Fifteenth Court of Appeals has exclusive intermediate appellate jurisdiction;
12. A person may submit a complaint to the attorney general of a suspected violation of Number 7(a), (b), (c), or (d), above; and
13. If the attorney general determines that a city has violated Numbers 3 – 7(d), above, the city may not adopt property tax rate that exceeds the city's no-new-revenue tax rate for the three tax years that begin on or after the date of the determination.

SB 844 (Hughes) – Relating to procedures for changes to a zoning regulation or district boundary.

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Summary: Zoning changes and requirements for newspaper and mail notices including a property tax rate penalty for cities.

Impact: Negative

Analysis: Zoning Amendments and Protests would provide, among other things, that:

1. For proposed changes to a zoning regulation or district boundary that either is requested by an owner of real property that is subject to the proposed change, or initiated by a city that has the effect of making residential development more restrictive than the previous regulation, provide that a protest of the change must be written and signed by the owners of at least 60 percent of either: (a) the area of the lots or land covered by the proposed change; or (b) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area;
2. For a proposed change to a zoning regulation or district boundary that is protested under Number 1, above, the proposed change must receive, in order to take effect, the affirmative vote of at least: (a) three-fourths of all members of the governing body for a protest by 60 percent of the owners of real property that is subject to the proposed change; or (b) a majority of all members of the governing body for a protest by 60 percent of the owners of real property of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area;
3. For zoning changes not described in Number 1, above, the only notice required of the proposed change is: (a) notice of the time and place of a public hearing on the proposal must be published in an official newspaper or a newspaper of general circulation in the city before the 15th day before the date of the hearing; and (b) notice prescribed under certain circumstances in a home rule community;
4. For zoning changes not described in Number 1, above, the following persons may bring an action against a city for declaratory and injunctive relief to compel the city to adopt the change: (1) a person who applies for a change to a zoning regulation or district boundary applicable to the area subject to the proposed change; (2) a person eligible to apply for residency in a housing development project in the area subject to the proposed change; or (3) a nonprofit organization;
5. In an action brought under Number 4, above: (a) the court shall: (i) ensure that its order or judgment is implemented; and (ii) award a prevailing claimant reasonable attorney's fees and costs; (b) the action may not be transferred to a different venue without the written consent of all parties; and (c) the Fifteenth Court of Appeals has exclusive intermediate appellate jurisdiction;
6. An action brought under Number 4, above, may be brought in: (a) the county in which all or a substantial part of the events or omissions giving rise to the claim occurred; (b) the county of residence for any one of the natural person defendants at the time the cause of action accrued; (c) the county of the principal office in this state of any one of the defendants that is not a natural person; or (d) the county of residence for the claimant if the claimant is a natural person residing in this state;

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7. For a zoning change that is not described in Number 1, above, and that has the effect of making residential development less restrictive than the previous regulation, the change is conclusively presumed valid and to have occurred in accordance with all applicable statutes and ordinances if an action to annul or invalidate the change has not been filed before the 60th day after the effective date of the change;
 8. A person may submit a complaint to the attorney general of a suspected violation of Numbers 1, 3, or 7, above;
 9. If the attorney general determines that a city has violated the provisions of Numbers 1, 3, or 7, above, the city may not adopt a property tax rate that exceeds the city's no-new-revenue tax rate for the three tax years that begin on or after the date of the determination; and
 10. The proposed provisions on certain rules and restrictions outlined above do not limit the applicability of a historic preservation rule, deed restriction, or homeowners association rule.
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SB 854 (Middleton) – Relating to municipal regulation of multifamily and mixed-use development on religious land.

Summary: Cities cannot regulate or restrict multifamily or mixed-use development on religious land.

Impact: Negative

Analysis: Development on Religious Land would, among other things, provide that:

1. "Religious land" is land that is: (a) owned by a religious organization; or (b) leased by a religious organization for a term of at least 40 years;
2. Except for religious land located within a quarter mile of a heavy industrial use, an airport, a seaport, or a military base, a city must permit multifamily and mixed-use as allowable uses on religious land;
3. A city may not require a proposed multifamily or mixed-use development on religious land to obtain a zoning or land use change, special exception, variance, conditional use approval, special use permit, comprehensive plan amendment, or other land use classification or approval to: (a) permit the proposed use and development; or (b) allow for the minimum densities, building height, setbacks, and site development regulations authorized under (4), below;
4. For a multifamily or mixed-use development on religious land, a city may not: (a) restrict the height of a proposed development to less than 40 feet and three full stories; (b) require front setbacks greater than 15 feet, rear setbacks greater than ten feet, or side setbacks greater than five feet; (c) establish minimum parking requirements except as

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required by federal law; (d) restrict the ratio of the development's proposed building gross floor area to site area, building coverage, density, unit size or number base as compared to site area, size of a unit, or otherwise restrict development using any other dimensional constraint; (e) prohibit supportive housing or group homes; or (f) for a proposed development converting an existing building from a different use to a multifamily or mixed-use, require the conversion to exceed standards imposed by the International Building Code;

5. A city may apply the following regulations that are generally applicable to other developments in the city: (a) sewer and water access requirements; (b) stormwater mitigation requirements; and (c) building codes, except as otherwise provided by (3), above;
6. A city shall ministerially approve an application for a multifamily or mixed-use development on religious land if the development satisfies the city's land development regulations for multifamily or mixed-use developments, as applicable, other than a regulation involving a matter described by (4), above;
7. A person or housing organization affected by a city's violation may bring an action against the city or an officer or employee of the city in their official capacity;
8. Claimant must bring an action under 6, above, in a county in which the real property that is the subject of the action is wholly or partly located;
9. In an action brought under 6, above, a court: (a) may: (i) enter a declaratory judgment; (ii) issue a writ of mandamus compelling a defendant officer or employee to comply; (iii) issue an injunction preventing the defendant from violations; and (iv) award damages to the claimant for economic losses caused by the violation in certain circumstances; and (b) shall award reasonable attorney's fees and court costs incurred to a prevailing claimant;
10. Governmental and official immunity are waived; and
11. The Fifteenth Court of Appeals has exclusive intermediate appellate jurisdiction over an appeal or original proceeding arising from an action brought under this section.

Platting/Permitting

HB 210 (West) – Relating to municipal permitting requirements for certain development projects supported with low income housing tax credit allocations.

Summary: Expedited building permit review in cities over 100,000 population for affordable housing projects.

Impact: Negative

Analysis: Expedited Permit Review for Affordable Housing Projects would provide that in cities with a population over 100,000: (1) an application for a building permit for certain affordable housing projects submitted to the city for review must be granted or denied in no more than 50 percent of the time allotted by the city to grant or deny any residential building permit application; and (2) if the city has adopted an accelerated residential building permit review process, an applicant for building permit for certain affordable housing projects shall be allowed to submit the application for review under the accelerated process.

HB 987 (Toth) – Relating to the time for issuance of a municipal building permit.

Summary: Moves building permit shot clock from 45 days to 30 days.

Impact: Negative

Analysis: Building Permit Shot Clock would, among other things, reduce the amount of time permitted for a city to grant or deny a building permit application from 45 days to 30 days.

HB 993 (Toth) – Relating to the time for processing a municipal building permit application.

Summary: Only commercial property owners can agree to extend 45 day shot clock for building permit approval.

Impact: Negative

Analysis: Building Permit Application Process would, among other things: (1) require a city to provide certain notice to an applicant for a building permit, if the city is unable to grant or deny a building permit within 45 days of application; (2) provide that a city may reach a written agreement with an applicant providing for a deadline for granting or denying a building permit that goes beyond the 45 day limit only for a commercial building permit; and (3) prohibit a city from: (a) denying a building permit solely because the city is unable to grant or deny the application within 45 days of the date of application; or (b) requiring an applicant to waive certain requirements.

Property Tax/Sales Tax

HB 217 (Harrison) – Relating to the vote required in an election to approve an ad valorem tax rate that exceeds a taxing unit's voter-approval tax rate.

Summary: 60 percent required to approve tax rate at an election.

Impact: Negative

Analysis: Voter Approval of Tax Rates would require a 60 percent majority of voters to approve a property tax rate for which an automatic election is required.

HB 250 (Harrison) – Relating to the calculation of certain ad valorem tax rates of a taxing unit and the manner in which a proposed ad valorem tax rate that exceeds the voter-approval tax rate is approved.

Summary: Eliminates 3.5% multiplier for VAR calculation and de minimis rate.

Impact: Negative

Analysis: Tax Rate Calculation would, among other things: (1) remove the revenue multiplier from the voter-approval tax rate calculation to require an election for any revenue increase; and (2) eliminate the concepts of special taxing units, the de minimis property tax rate, the unused increment rate, and the special tax rate calculation in tax years following a disaster declaration.

HB 291 (Bell) – Relating to the appraisal of real property for ad valorem tax purposes.

Summary: Sales price disclosure to appraisal districts.

Impact: Positive

Analysis: Enhances the appraisal process of real property for ad valorem tax purposes in Texas by introducing a new requirement for purchasers or grantees of real property to file a sales price disclosure report with the chief appraiser of the relevant appraisal district. This report must be submitted within ten days of the deed's recording and includes specific information about the sale, such as the sales price and financing method. Certain exemptions are outlined, including transfers made under court orders, to or from bankruptcy trustees, and between family members. The bill also mandates that appraisal districts provide the necessary forms and instructions for filing these reports. Additionally, the bill amends existing provisions regarding the appraisal process, including the burden of proof in property value protests and the penalties for false statements in appraisal documents. It establishes that the chief appraiser may use the information from the sales price disclosure report to determine property value but cannot solely rely on it to increase the market value.

HB 416 (Tepper) – Relating to the deadlines for performing various functions in connection with the ad valorem tax system.

Summary: Adjusts various property tax deadlines.

Impact: Negative

Analysis: Property Tax Deadlines would:

1. Extend the deadline for the chief appraiser to prepare and certify the appraisal roll to the taxing units from July 25 to August 25;
2. Extend the date past which the chief appraiser is authorized to provide an estimate of the taxable value of property in the taxing unit if the appraisal district has not yet approved the appraisal records from July 20 to August 2;
3. Extend the deadline for the assessor to submit the appraisal roll to the governing body of the taxing units from August 1 to September 1;
4. Extend the deadline by which the collector should certify the anticipated collection rate to the governing body from August 1 to September 1;
5. Extend the deadline by which the designated officer or employee should submit tax rates to the governing body from August 7 to September 7;
6. Change the date on which the chief appraiser must publish notice about the appraisal district's property tax database from August 7 to September 7;
7. Reduce the time period after the date the certified appraisal roll is received by the governing body during which the governing body may adopt a tax rate from 60 days to 30 days;
8. Extend the deadline for the county assessor-collector to post on the website the tax rate calculation forms from August 7 to September 7;
9. Extend the date by which the appraisal review board must finalize all challenges from July 20 to August 20;
10. Change the date a board of directors of an appraisal district established for a county with a population of at least one million may postpone the deadline in (9), above, from August 30 to September 15;
11. Extend the deadline for a property owner to initiate a protest after the owner received notice of the appraised value from 30 days after to 60 days after; and
12. Change the deadline for an appraisal review board to schedule a protest hearing from 90 days after the protest is initiated to 60 days after.

HB 763 (Cain)/HB 1131 (Oliverson) – Relating to the repeal of provisions authorizing certain taxing units in the year following the year in which a disaster occurs to adopt an ad valorem tax rate.

Summary: City can't exceed voter approval rate without election following a disaster.

Impact: Negative

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Analysis: Tax Rate Elections: would repeal the provision authorizing cities to adopt an ad valorem tax rate that exceeds the voter-approval tax rate without holding an election in the year following the year in which a disaster occurs.

HB 924 (Schofield) – Relating to the location where certain sales are consummated for purposes of local sales and use taxes.

Summary: Local sales taxes sourced to location where item stored before delivery/transfer.

Impact: Pending

Analysis: Sales Tax Sourcing would, among other things, generally provide that for purposes of city sales and use taxes, sales of taxable items are consummated at the location in the state where the item was stored immediately before shipment, delivery, or transfer of possession to the customer.

HB 1433 (Hickland) – Relating to efficiency audits for certain political subdivisions.

Summary: Efficiency audits when the city adopts rate over no-new-revenue rate for five years.

Impact: Negative

Analysis: Efficiency Audits: would, among other things, require: (1) a political subdivision other than a school district, including a city, that adopts a property tax rate that exceeds the no-new-revenue tax rate for five consecutive years to conduct an efficiency audit; (2) the political subdivision to pay for the costs associated with the efficiency audit; (3) the governing body of the political subdivision conducting an efficiency audit to hold an open meeting to discuss the results of the efficiency audit; (4) the results of an efficiency audit to be posted on the political subdivision's website not later than 30 days after the date of the open meeting described by (3), above; and (4) the political subdivision to provide all documents, records, and personnel requested by an auditor conducting an efficiency audit as needed to conduct the audit in an efficient manner.

HB 1873 (Guillen)/SB 831 (Parker) – Relating to certain reimbursements and discounts allowed for the collection and payment of sales and use taxes.

Summary: Allows sales taxpayer to withhold 2.5% of sales tax imposed on credit cards as reimbursement for sales tax collection.

Impact: Negative

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Analysis: Sales Tax Collections would permit a sales taxpayer to deduct and withhold 2.5 percent of the amount of taxes imposed on credit card sales due from the taxpayer as reimbursement for the cost of collecting the sales tax.

HB 1898 (Cook)/HB 490 (C. Bell)/HJR 114 (Cook) – Relating to a limitation on increases in the appraised value of real property for ad valorem tax purposes.

Summary: Reduces property tax appraisal cap on homesteads from 10% to 5%.

Impact: Negative

Analysis: Appraisal Cap would reduce the property tax appraisal cap on homesteads from ten to five percent and apply the new appraisal cap to all real property.

HB 850 (Middleton) – Relating to the payment of certain ad valorem tax refunds.

Summary: Requires taxing units including cities to refund property tax.

Impact: Negative

Analysis: Property Tax Refunds: would, among other things:

1. Provide that a person may but is not required to apply for a refund of property taxes if the amount of the refund is at least one dollar;
2. Require that most property tax refunds due to a taxpayer be paid in 45 days;
3. Provide that most refunds not paid by the due date accrue interest at a rate of 12 percent;
4. Require a tax collector to refund money due after a binding arbitration appeal is finally determined to decrease tax liability within 60 days;
5. Authorize a property owner to waive the interest due on a refund after a judicial appeal is finally determined to decrease tax liability;
6. Prohibit a final judgement in a judicial property tax appeal from requiring a property owner to file a form with Internal Revenue Service as a prerequisite to the issuance of a refund unless the form is required under federal law; and
7. Require a taxing unit, including a city, to refund money due after an alternative dispute resolution is finally determined to decrease tax liability within 60 days.

Public Safety

SB 241 (Flores) – Relating to prohibitions on camping in a public place.

Description: City must implement a process allowing complaints regarding a violation of a public camping ban and must act on complaints or be penalized.

Impact: Negative

Analysis: Public Camping Ban would: (1) prohibit a local entity, including a city, from adopting or enforcing a policy under which the entity prohibits or discourages the enforcement of any public camping ban, including prohibiting or discouraging the investigation or enforcement of a violation of a public camping ban; (2) provide that a local entity may not permit camping by homeless individuals on a property designated for that purpose until the Texas Department of Housing and Community Affairs has approved a plan for the property; (3) require each local entity to develop and implement a process that allows a person to file a complaint with the local entity regarding a violation of a public camping ban; (4) require a local entity to report to the attorney general each year, in the form and manner prescribed by the attorney general certain information related to complaints received; (5) provide that for each complaint received by a local entity, the local entity shall take an action to resolve the complaint not later than the 90th day after the date the complaint is received; (6) provide that if the local entity does not take the required action before the end of the period prescribed by (5), above, the attorney general shall issue a written declaration that the local entity is a “violating local entity” for the state fiscal year in which the end of the period prescribed by (5), above, occurs; (7) provide that for each enforcement action by the attorney general or the Department of Public Safety that occurs within the boundaries of a local entity that is a “violating local entity,” the attorney general or Department of Public Safety may recover any costs associated with the enforcement action from the local entity; and (8) provide that the comptroller may not, after the date the comptroller receives notice that a city is a violating local entity for a state fiscal year, send to the city its share of sales and use taxes collected by the comptroller during the state fiscal year until the comptroller makes any deduction for the amount of money the attorney general or department spent in that state fiscal year taking enforcement actions in (7), above.

HB 656 (Thompson) – Relating to law enforcement policies regarding the issuance of citations for misdemeanors punishable by fine only and to a limitation on the authority to arrest a person for certain fine only misdemeanors.

Description: Cite and release.

Impact: Negative

Analysis: Establishes new law enforcement policies regarding the issuance of citations for misdemeanors that are punishable by fine only, while also limiting the authority of peace officers to arrest individuals for such offenses. The bill introduces a new subchapter, Subchapter E-1, to the Code of Criminal Procedure, which includes definitions and mandates the Bill Blackwood Law Enforcement Management Institute of Texas to collaborate with law enforcement agencies and

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community organizations to publish a model policy for citation issuance. Each law enforcement agency is required to adopt a written policy that aligns with the model policy, ensuring compliance with existing laws.

HB 881 (Thompson) – Relating to a progressive disciplinary matrix for police officer misconduct in certain municipalities.

Description: Progressive disciplinary matrix.

Impact: Negative

Analysis: Progressive Disciplinary Matrix would provide, among other things, that: (1) a public employer, including a city, that has not adopted civil service for its public safety employees, shall implement, for its city police officers, a progressive disciplinary matrix and adopt implementing rules that consist of a range of progressive disciplinary actions applied in a standardized way based on the nature of the infraction and the officer's prior conduct record; (2) the matrix described in (1), above, must include: (a) standards for disciplinary actions relating to the use of force against another person, including the failure to de-escalate force incidents in accordance with departmental policy; (b) standards for evaluating the level of discipline appropriate for uncommon infractions; and (c) presumptive actions to be taken for each type of infraction and any adjustment to be made based on a police officer's previous disciplinary record; (3) a meet and confer agreement must: (a) implement the progressive disciplinary described in (1), above; and may not conflict with and does not supersede a statute, ordinance, order, civil service provision, or rule concerning the disciplinary actions that may be imposed on a police officer under the progressive disciplinary matrix; (4) for cities that have adopted civil service, the civil service commission shall adopt rules that prescribe the disciplinary actions that may be taken against a police officer under a progressive disciplinary matrix described in (1), above; (5) in an appeal of a disciplinary action by a police officer to a hearing examiner, the hearing examiner must presume the disciplinary action applied under a progressive disciplinary matrix is reasonable unless the facts indicate that the police department inappropriately applied a category of offense to the particular violation; (6) a collective bargaining agreement may not conflict with an ordinance, order, statute, or rule concerning the disciplinary actions that may be imposed on police officers under a progressive disciplinary matrix implemented by the city; and (7) a collective bargaining contract affecting police officers may not conflict with a state or local civil service provision implementing a progressive disciplinary matrix.

HB 909 (Thompson) – Relating to law enforcement misconduct and law enforcement interactions with certain detained or arrested individuals and other members of the public.

Description: City liability for action of a peace officer under the color of law.

Impact: Negative

Analysis: Peace Officers would, among other things, provide that:

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1. A public entity, including a city: (a) is legally responsible for a wrongful act or omission of the entity's peace officer if the act or omission occurs under the color of law; and (b) accepts responsibility under respondent superior for the officer's conduct under the color of law, regardless of whether the officer acted in accordance with a policy or custom of the entity;
2. An individual may bring an action for any appropriate relief in a court in this state against a public entity on the basis that a peace officer employed by the entity, by an act or omission under the color of law, deprived the individual of a right, privilege or immunity under the law or constitution;
3. Statutory immunity or limitation on liability, damages, or attorney's fees is waived for an action brought under Number 2, above;
4. A peace officer may not be found financially liable in an action brought under Number 2, above;
5. Notwithstanding any other law, contract or agreement, a public entity may terminate a contract or agreement with or the employment of a peace officer if the court finds in an action brought under Number 2, above, the officer deprived the claimant of a right, privilege or immunity under the law or constitution;
6. All petitions, judgements, settlements, or consent decrees related to an action brought under Number 2, above, are public information subject to disclosure under the Texas Public Information Act;
7. A peace officer: (a) may, if authorized, arrest offenders without a warrant; (b) shall identify as a peace officer before taking any action within the course and scope of the officer's official duties unless the identification would render the action impracticable; and (c) shall intervene to prevent an action by another peace officer if: (i) the action includes excessive use of force; (ii) the intervening officer knows or should know the other officer's actions violates department policy or local, state or federal law; or (iii) the action puts a person at risk of bodily injury;
8. A law enforcement agency: (a) shall adopt a written policy regarding the issuance of citations for misdemeanor offenses, including traffic offenses, that are punishable by fine only, and (b) the policy shall meet the requirements of a model policy published by the Texas Southern University;
9. A law enforcement agency shall adopt a written policy regarding the use of force by peace officers that: (a) emphasizes conflict de-escalation and use of proportionate force; (b) mandates that deadly force be only used by peace officers as a last resort; and (c) affirms the sanctity of human life and treating all persons with dignity and respect;
10. A peace officer may not intentionally use a choke hold, carotid artery hold, or similar neck restraint in searching or arresting a person unless: (a) the restraint is necessary to prevent serious bodily injury to or the death of the officer or another person; and (b) the officer

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discontinues the restraint as soon as the threat of serious bodily injury or death described Number 10(a), above, has passed;

11. A peace officer or any other person may not, without a warrant, arrest an offender for a misdemeanor punishable by fine only other than certain assaultive offenses or offenses related to public intoxication;
12. A peace officer who is charging a person, including a child, committing an offense that is a misdemeanor punishable by fine only, other than offense related to public intoxication, shall cite and release that person;
13. A peace officer who is charging a person, including a child, committing an offense that is a misdemeanor for certain assaultive offenses punishable by fine only may cite and release that person;
14. A defendant may not be convicted for offense related to controlled substances on the testimony of an informant unless the testimony is corroborated by other evidence tending to connect the defendant with the offense committed;
15. A civil service commission shall implement a progressive disciplinary matrix for infractions committed by police officers that consist of a range of progressive actions applied in a standardized way based on the nature of the infraction and officer's prior conduct record;
16. A public employer shall implement the progressive disciplinary matrix for police officers described in Number 15, above, if the city has not adopted civil service;
17. A meet and confer agreement: (a) must implement the progressive disciplinary matrix described in Number 15, above; and (b) may not conflict with and supersede a statute, ordinance, order, civil service provision, or rule concerning the disciplinary actions that may be imposed on a police officer under the matrix;
18. A collective bargaining agreement may not conflict with an ordinance, order, statute, or rule concerning the disciplinary actions that may be imposed on police officers under a disciplinary matrix described in Number 15, above;
19. The basic peace officer training course must include: (a) training on prohibition against the intentional use of choke holds, carotid artery holds or similar neck restraints during a search or arrest by a peace officer; and (b) the duty of a peace officer to request and render aid for an injured person; and

A peace officer is only justified in using deadly force in certain instances, and use of force or deadly force against a person is not justified if the force or deadly force is used in a manner that impedes the normal breathing or circulation of the blood of the person by applying pressure to the person's throat or neck or by blocking the person's nose or mouth.

HB 1677 (Canales) – Relating to the investigation of municipal fire fighters in certain municipalities.

Description: City over 10,000 population must conduct investigation before taking punitive action against a firefighter.

Impact: Negative

Analysis: Firefighter Investigations would provide that: (1) a city with a population of 10,000 or more, regardless of whether the city is covered by a meet and confer or collective bargaining agreement, shall not take punitive action (suspension, indefinite suspension, demotion, reprimand, or any combination of these actions) against a paid employee of a city fire department unless an administrative investigation has been conducted by the city in accordance with specific investigation procedures that apply to the investigation of police officers and firefighters in civil service cities or other applicable law; and (2) a copy of a signed complaint against a firefighter shall be given to the firefighter in accordance with certain procedures that apply to the investigation of police officers and firefighters in civil service cities.

HB 1715 (Cain) – Relating to a required provision in certain governmental entity contracts regarding the carrying of handguns by license holders.

Description: No contract provision limiting the carrying of handguns on public property.

Impact: Negative

Analysis: Carrying Handguns in Government Contracts would require that any contract for the use of property owned or leased by a governmental entity contain an express statement that during the term of the contract, the contractor may not in any manner prohibit a licensed holder who is carrying a handgun from entering or remaining on the property or a portion of the property, including by providing certain notices against trespass for concealed and openly carried handguns, unless license holders are otherwise prohibited from carrying handguns on the property or that portion of the property under state law.

HB 1765 (Jones) – Relating to the issuance of an arrest warrant or search warrant authorizing the use of a no-knock entry by a peace officer.

Description: Limitation on no-knock entry by peace officer.

Impact: Negative

Analysis: No-Knock Warrants: would provide that: (1) only the following magistrates may issue an arrest or search warrant authorizing a no-knock entry: (a) a district court judge; (b) a statutory county court judge; (c) a judge of a county court who is an attorney licensed by the state; (d) a judge of municipal court of record who is an attorney licensed by the state; or (e) any magistrate if the

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county in which the warrant is issued does not have: (i) a municipal court of record with a courtroom located in that county and a judge who is an attorney licensed by this state; (ii) a county court judge who is an attorney licensed by this state; or (iii) a statutory county court judge; and (2) a magistrate listed in (1), above, may issue a no-knock arrest warrant only if: (a) the complaint is submitted concurrently with a statement that approves the use of a no-knock entry and that is signed by the chief administrator of the law enforcement agency employing the affiant or by the chief administrator's designee; and (b) the warrant requires each peace officer executing the warrant be in uniform or otherwise clearly identifiable as a peace officer.

HB 1985 (Hickland) – Relating to the age limit for a beginning position in a fire department under municipal civil service.

Description: Maximum age limit of 45 for beginning firefighter position.

Impact: Positive

Analysis: Firefighters' Age Limit would provide that, in a city that has adopted civil service, the maximum age limit for a person to be certified as eligible for a beginning position in a fire department shall be 45 years of age.

HB 2041 (King)/SB 305 (Perry) – Relating to the criminal offense of passing certain vehicles on a highway.

Description: Criminal offense for unlawfully passing animal control officer vehicle or city employee issuing parking citation.

Impact: Positive

Analysis: Unlawful Vehicle Passing would create a criminal offense for unlawfully passing a vehicle operated by: (1) an animal control officer or other individual for the purpose of removing an animal or animal carcass from a roadway and using certain prescribed visual signals; or (2) an employee of a local authority for the purpose of issuing a parking citation and using certain prescribed visual signals.

HB 2083 (Bucy) – Relating to the use of automatic license plate reader systems.

Description: Stringent requirements for the use of automatic license plate reader systems.

Impact: Negative

Analysis: Automatic License Plate Reader would provide, among other things, that:

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1. A governmental entity may operate an automatic license plate reader system or use captured plate data produced by the system only for the following purposes: (a) detecting or investigating a criminal offense punishable as a felony; (b) identifying unregistered or uninsured motor vehicles; (c) investigating a report of a missing person; (d) identifying or recovering a stolen motor vehicle; (e) collecting or enforcing tolls or enforcing parking requirements; or (f) controlling access to a secured area;
2. A governmental entity, or a person acting on behalf of a governmental entity, may not: (a) operate an automatic license plate reader system in a manner that intentionally targets individuals based on race, ethnicity, or income level or disproportionately targets those individuals in a manner that exceeds the applicable group's proportion of the overall population in the boundaries of the governmental entity's jurisdiction; or (b) share captured plate data with, sell captured plate data to, provide captured plate data through a subscription to, transfer captured plate data to, or otherwise make captured plate data available to: (i) a person that is not a governmental entity, (ii) a governmental entity for any purpose other than a purpose authorized under Number 1, above; or (iii) the federal government, or any agency, department, or person acting on behalf of the federal government;
3. A governmental entity may not authorize a person acting on behalf of the entity under a contract to access captured plate data unless the contract specifically authorizes the access;
4. A governmental entity or a defendant in a criminal case may apply for a court order from a court of competent jurisdiction to require the retention and disclosure of captured plate data, and the governmental entity or defendant must offer specific and articulable facts showing that probable cause exists to believe the captured plate data is relevant to an ongoing criminal investigation involving a felony offense or a missing person;
5. A governmental entity may compare captured plate data with data in the databases of: (a) the Texas Department of Motor Vehicles; (b) the criminal justice information system; (c) the Texas Crime Information Center or the National Crime Information Center; (d) the National Center for Missing and Exploited Children; (e) the National Missing and Unidentified Persons System; and (f) the Federal Bureau of Investigation;
6. Unless otherwise authorized, a governmental entity shall destroy captured plate data in the possession of the entity not later than 48 hours after the time the data is collected;
7. Captured plate data may be retained by a governmental entity as long as reasonably necessary if the captured plate data is: (a) evidence in a criminal action that is pending final disposition; (b) subject to a preservation request; (c) subject to a court order; or (d) subject to a warrant;
8. Each governmental entity that uses an automatic license plate reader system shall: (a) adopt rules governing the use of the system, including rules prohibiting data collection and sharing that is not essential and rules protecting the security of captured plate data; and (b) post the rules on the entity's Internet website;

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9. Not later than January 1 of each year, each governmental entity that uses an automatic license plate reader system shall submit a report to Department of Public Safety regarding:
(a) the number of automatic license plate reader system readings made by the governmental entity; (b) a list of databases to which the governmental entity compared captured plate data; (c) the number of persons arrested and prosecuted for a criminal offense as a result of a comparison; (d) the number of written preservation requests received by the governmental entity; (e) the number of written preservation requests granted by the governmental entity; (f) the number of court orders granting retention and disclosure of captured plate data received by the governmental entity; and (g) any changes in the policies of the governmental entity that affect the privacy of individuals;
 10. Captured plate data is confidential and not subject to disclosure under the Public Information Act; and
 11. A person may bring an action against another person who violates Numbers 1-10, above, for damages incurred as a result of the violation, and sovereign and governmental immunity to suit and from liability is waived to the extent of liability.
-

HB 2098 (Martinez) – Relating to applicability of the civil service system for municipal firefighters and police officers and sheriff's departments.

Description: Cities with population over 25,000 shall automatically become civil service for both police and fire.

Impact: Negative

Analysis: Civil Service System: would, among other things, provide that: (1) a city that has a population of 25,000 or more and that has a paid fire department or police department shall automatically become a civil service city; and (2) each firefighter, employee of the fire department whose primary duties are to provide emergency medical services, or police officer who has been in the service of a city described in (1), above, for more than six months at the time this bill first becomes applicable to the city and who is entitled to civil service classification has the status of a civil service employee and is not required to take a competitive examination to remain in the position the person occupies at the time this bill first becomes applicable to the city.

Transportation

SB 887 (Eckhardt) – Relating to the authority of a municipality to use funds collected from an impact fee to construct or install a safety improvement to a roadway facility.

Description: Allows cities to use impact fees for roadway safety improvements if CIP and transportation study does not indicate need for additional roadway capacity.

Impact: Positive

Analysis: Impact Fees for Safety Improvements would authorize a city to use impact fee funds to construct or install a safety improvement to a roadway facility if: (1) the city's capital improvement plan does not indicate a need for additional capacity on the facility and identifies the need for the improvement; and (2) a transportation study for a new development indicates no need for additional capacity on the facility.

Utilities

SB 947 (Hughes)/HB 1318 (Guillen) – Relating to a certificate of public convenience and necessity to provide water or sewer service in an area incorporated or annexed by a municipality.

Description: Requires cities to pay for transferred property and damages to a municipally owned utility seeking CCN for water and sewer during annexation.

Impact: Negative

Analysis: Water and Sewer Service in Annexed Area would, among other things, provide that, when a city annexes property and the municipally owned utility (MOU) seeks a certificate of convenience and necessity for water or sewer for the annexed area, the Public Utility Commission shall determine in its order granting the certificate to the MOU the adequate and just compensation to be paid for the transferred property and damages to or adverse effects on property remaining in the ownership of the retail public utility after single certification.



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

Approval of the minutes for meeting held on January 16, 2025.

BACKGROUND:

Attached are the minutes for the meeting held on January 16, 2025.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 01.16.2025



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, January 16, 2025
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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:00 p.m.

2. Roll Call.

Roll call reflected all present with Councilmember Pantalion-Parker absent.

3. Discussion regarding updates to the Roadway Impact Study and Roadway Adequacy Payment (RAP) requirements.

Discussion included current ordinances and service areas; previous discussions; traffic study and traffic analysis; staff suggestions for council consideration; impact fee collection processes; automation of HUB; consider using RAP on case by case basis; roads that are substandard; RIF collected in 2024; and RIF collected for development type by City.

Briefing workshop adjourned at 6:33 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:04 p.m.; invocation was provided by Victoria Chaudhuri with Baha'i Community of Leander; and Mayor Christine DeLisle led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present with Councilmember Pantalion-Parker absent.

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

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

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

individual.]

Ron Evans, 133 Chadwick, Georgetown - commented 183 Pointe Project; open permits; shorten period before council PICP plan.

Tanner Sloan, 2801 Live Oak Street, Round Rock, - commented on 183 Pointe Project; Texas Orthopedics; regulation and respect process; expedite approval PICP.

Parker Abbgitt, 3503 Bonnell Court, Austin - commented on Texas Orthopedics, process of new project; plea to help expedite process.

Kathy Bonardi, 1412 Volente Lane - commented on Texas Orthopedics patient; hope it opens soon.

7. Recognitions/Proclamations/Visitors.

- Martin Luther King March and Celebration Proclamation

8. Leander History

Leander history included the train deport; original churches; sports; gas explosion; water tower; derailed train; and civic services.

9. Staff Reports

- Capital Improvement Program Update: Raider Way and E. Woodview Drive Roadway (CIP T.12) and Bagdad Road and Collaborative Way (CIP T.71) Projects.
- Water update

Capital Improvement Program update included construction progress and construction impacts.

Water update included BCRUA work completed and back online; rescinding Phase 4 and going back to Phase 2 tomorrow.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda Items 10 through 19 with the correction to Item 16 language (striking the words "to include landscaping").

By: Mayor DeLisle

Seconded: Mayor Pro Tem Thompson

Vote: 6 - 0

10. Approval of the minutes for meeting held on January 2, 2025.

11. Approval of a three (3) year contract, with two (2) optional one (1) year extensions, for professional services with On Duty Health to provide medical and fitness assessments for the fire department in the amount up to \$701,658.00, and authorize the City Manager to execute any and all necessary documents.

12. Approval of the assignment of contract for engineering services to the Brushy Creek Regional Utility Authority.
13. Approval of Amendment No. 1 to Contract W.55-WPL-CIPS23-020 with Walker Partners, LLC, for the planning, design, and engineering services in the amount of \$147,010.00, for a new contract total of \$2,221,135.00, providing for a four (4) month extension of term duration for the Hero Way West Elevated Storage Tank and Waterline (CIP W.55); and authorize the City Manager to execute all necessary documents.
14. Approval of Task Order No. TR-RPS-CIPS23-019-02 for Professional Services for the proposed traffic signal at the intersection of Ronald W. Reagan Boulevard and Palmera Ridge Boulevard (CIP T.85) to RPS Infrastructure, Inc. in the amount of \$113,318.00; and authorize the City Manager to execute any and all necessary documents.
15. Approval of Amendment 4 to Task Order GBA-001 with George Butler Associates, Inc., for additional professional services for the construction phase along with Procore software training, setup and integration in the amount of \$65,755.00 for a total contract amount of \$697,111.00 for Wastewater Lift Station No. 2 and Lift Station No. 6 (CIP WW.44); and authorize the City Manager to execute any and all necessary documents.
16. Acceptance of the public infrastructure improvements for Travisso Phase 4 Section 6A and 6B Reclaimed Water Irrigation to include landscaping.
17. Award of Solicitation S25-001 to Amco Pump Manufacturing, Inc., for the purchase of one (1) trailer mounted sewer bypass pump in the amount of \$57,767.03; and authorize the City Manager to execute any and all necessary documents.
18. Award of Solicitation CIPS24-012 to Patin Construction, LLC, for construction services to construct an extension of San Gabriel Parkway eastward from County Road 270 to Ronald W. Reagan Boulevard, between Palmera Ridge and the new Palmera Bluff, in the amount of \$6,912,964.00 for San Gabriel Parkway Phase 2 (CIP T.11); authorize the City Manager to execute any and all necessary documents; and authorize City Manager to approve change orders up to \$50,000.00 with a total amount of change orders not to exceed twenty (20%) percent of original contract amount.
19. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0144 to amend the current zoning of PAG Leander H1 PUD (Planned Unit Development) with the base zoning district of GG-4-A (General Commercial) to allow for an automobile dealership with unlimited outdoor storage on Lot 2, Block B of the PAG Leander H1 Subdivision on one (1) parcel of land approximately 13.342 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R461858; and more commonly known as 9480 183A Toll Road, Leander, Williamson County, Texas.

REGULAR AGENDA

20. Discuss and consider action on the adoption of the 183 Corridor Study and an action plan for implementation; Leander, Williamson and Travis Counties, Texas.

Motion: Accept report as presented.

By: Mayor DeLisle

Seconded: Councilmember Ross

Vote: 6 - 0

21. Discuss and consider action on an Ordinance amending Article 9.05.004 of the Code of Ethics, creating a new section related to elected and appointed officials campaigning while acting in their official

capacity; amending Section 9.05.009 related to Financial Disclosure; and providing for a severability, savings, effective date and open meeting clauses; and related matters.

Motion: Approve an Ordinance amending Section 9.05.009 related to Financial Disclosure and removing the amendment pertaining to creating a new section under Section 9.05.004 (B), following a discussion.

By: Mayor DeLisle

Seconded: Mayor Pro Tem Thompson

Vote: 6 - 0

22. 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.

23. Council Member Closing Statements.

Michael Herrera - thanked Public Works Department for recent repair at residence

Na'Cole Thompson - invited everyone to attend the MLK March and Celebration on Monday, January 20 at the LAC.

Chris Czernek - commented thankful to work with everyone on the dais and staff for all the work everyone does to make the City run efficiently.

Christine DeLisle - reminded everyone to shop locally; dinner came from HEB tonight; and thank you to everyone.

24. Convene into Executive Session pursuant to:

1. Section 551.071 Texas Government Code, and Section 1305, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Cause No. 22-0183-C425 Great American Insurance Company, et al. v. City of Leander, Texas; and
2. 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).

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

1. Cause No. 22-0183-C425 Great American Insurance Company, et al. v. City of Leander, Texas; and
2. Acquisition of property for the Leander 2243 Water Main Project (CIP W.18).

Convened into Executive Session at 8:20 p.m.; reconvened into open session at 8:35 p.m.

1. Motion: Approve settlement agreement and mutual release between Great American Insurance Company and its affiliate Great American Insurance Company of New York and the City of Leander, Cause No. 22-0183-C425 as discussed in executive session.

By: Mayor Pro Tem Thompson
Seconded: Councilmember Ross

Vote: 6- 0

2. No action.

25. Adjournment

Adjourned at 8:38 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

Approval of an Ordinance ordering and establishing procedures for the 2025 General Election in the City of Leander to elect Councilmembers for the offices held by Place 1, Place 3 and Place 5; providing for notice of the election; providing election precinct and polling places; providing for early voting; providing a Resolution for new equipment adoption order; providing an effective date and open meetings clause; providing for the City Manager to execute any and all necessary documents; and providing for related materials.

Aprobación de una Ordenanza que ordena y establece procedimientos para las Elecciones Generales de 2025 en la Ciudad de Leander para elegir a los Concejales para los cargos ocupados por los Lugares 1, 3 y 5; disponiendo la notificación de la elección; proporcionando distritos electorales y lugares de votación; disponiendo la votación anticipada; proporcionando una Resolución para la orden de adopción de nuevos equipos; proporcionando una fecha de vigencia y una cláusula de reuniones abiertas; disponiendo que el Administrador de la Ciudad ejecute todos y cada uno de los documentos necesarios; y proporcionando materiales relacionados.

BACKGROUND:

The General Election of the City shall be held on Saturday, May 3, 2025 to elect members of the City Council from the city at large for the offices of Place 1, Place 3, and Place 5 to serve a term of three (3) years each. Candidates for the above offices shall file their application with the City Secretary of the City, at City Hall, 105 N. Brushy Street, Leander, Texas, between 8:00 a.m. on January 15, 2025 and 5:00 p.m. on February 14, 2025 excluding weekends and holidays. All applications for candidacy shall be on a form as prescribed by the *Texas Election Code*. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary. The drawing will be held at 10:00 a.m. on February 20, 2025 at Pat Bryson Municipal Hall, Council Chambers, 201 N. Brushy Street, Leander, Texas.

Early voting shall commence on Tuesday, April 22, 2025, and continue through Tuesday, April 29, 2025, and early voting polls shall remain open for the time specified by the *Texas Election Code* and the respective Elections Administrator. The main early voting location for qualified voters of the City residing in Williamson County will be Leander Public Library, 1101 S. Bagdad Road, Leander, Texas 78641. For those residing in Travis County the early voting location will be Christ Episcopal Church, 3520 W Whitestone Boulevard, Cedar Park, Texas 78613.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Attachments:

1. Ordinance General Election 2025 (English)
2. Ordinance General Election 2025 (Spanish)
3. Resolution New Equipment Order Election 2025
4. Wilco Contract for Election Services_May_3_2025
5. Travis 2025 Election Services Agreement for May 3 2025

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE ORDERING AND ESTABLISHING PROCEDURES FOR THE 2025 GENERAL ELECTION IN THE CITY OF LEANDER TO ELECT COUNCILMEMBERS FOR THE OFFICES HELD BY PLACE 1, PLACE 3, AND PLACE 5; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING ELECTION PRECINCT AND POLLING PLACES; PROVIDING FOR EARLY VOTING; PROVIDING AN EFFECTIVE DATE AND OPEN MEETINGS CLAUSE; PROVIDING FOR THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, on May 3, there shall be elected the following officials for this City: Councilmember Place 1; Councilmember Place 3; and Councilmember Place 5.

WHEREAS, the Texas Election Code is applicable to said election and this ordinance establishes procedures consistent with the Code, and designates the voting place for the election;

WHEREAS, the City of Leander lies within the boundaries of Williamson and Travis Counties;

WHEREAS, the City of Leander, Texas (hereinafter the "City") approves and agrees to conducting the City General Election jointly with other political subdivisions in Williamson and Travis Counties in accordance with *Texas Election Code, Chapter 271*; and

WHEREAS, the City is making provision to contract with the Williamson County and Travis County Elections Administrators to conduct the City's election for both Williamson County voters and Travis County voters, pursuant to *Chapter 31, Texas Election Code, and Chapter 791, Texas Government Code* (the "Election Services Contract");

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

Section 1. General Election. The General Election of the City shall be held on Saturday, May 3, 2025 to elect members of the City Council from the city at large for the offices of Place 1, Place 3, and Place 5 to serve a term of three (3) years each. Candidates for the above offices shall file their application with the City Secretary of the City, at City Hall, 105 N. Brushy Street, Leander, Texas, between 8:00 a.m. on January 15, 2025 and 5:00 p.m. on February 14, 2025 excluding weekends and holidays. All applications for candidacy shall be on a form as prescribed by the *Texas Election Code*. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary. The drawing will be held at 10:00 a.m. on February 20, 2025 at Pat Bryson Municipal Hall, Council Chambers, 201 N. Brushy Street, Leander, Texas.

Section 2. Ballots. The ballots used for the general election shall comply with the *Texas Election Code* and be in the form provided by the City to the Williamson and Travis Counties Elections Administrators for use on the respective voting devices used by each such jurisdiction.

Section 3. Printed Materials. The official ballots, together with such other election materials as are required by the *Texas Election Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

Section 4. Notice of Election. Notice of the election shall be given in the manner as provided in the *Texas Election Code* and the *City Charter*. A notice containing a substantial copy of this ordinance shall be posted on the bulletin board used for posting notice of meetings of the governing body at City Hall and at the aforesaid polling place not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in an English and Spanish newspaper in general circulation in the City. The Williamson County Elections Administrator and the Travis County Elections Administrator are authorized and shall give all notices for their respective jurisdictions required for the election.

Section 5. Conduct of Election. The Williamson and Travis Counties Elections Administrators and their employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for the City pursuant to the contracts for election services between the City of Leander and Williamson and Travis Counties. The election shall be held and conducted in compliance with state law and the Election Services Contract.

Section 6. Joint Election. The City agrees to conduct a joint election with other political subdivisions within Williamson County and within Travis County, provided that such political subdivisions hold an election on May 3, 2025 in all or part of the same territory as the City (the "Political Subdivisions"). The joint election for Political Subdivisions in Williamson and Travis Counties will be conducted in accordance with state law, this ordinance, and the respective Election Services Contracts.

Section 7. Election Precincts and Election Day Polling Places. The election precincts in the City located in Williamson County and Travis County shall be the election precincts established by Williamson and Travis Counties, provided that each shall contain and include geographic area that is within the City. The polling place for each election precinct shall be the polling place established by Williamson and Travis Counties as appropriate. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns will be provided by precinct and the Williamson County and Travis County Elections Administrators shall tabulate and provide the election returns for votes cast by Williamson County and Travis County voters.

Section 8. Early Voting.

- (a) Early voting shall commence on Tuesday, April 22, 2025, and continue through Tuesday, April 29, 2025, and early voting polls shall remain open for the time specified by the *Texas Election Code* and the respective Elections Administrator.
- (b) The period to apply for a ballot by mail is January 1, 2025 through April 22, 2025. An application for ballot by mail (ABBM) must be received by the Early Voting Clerk no later than the close of business on April 22, 2025.
- (c) The period to apply for a federal postcard application (FPCA) is January 1, 2025 through April 22, 2025. An FPCA must be received by the Early Voting Clerk no later than the close of business on April 22, 2025.
- (d) Early Voting Conducted by the Williamson County Elections Administrator:
 - 1) Early voting, both by personal appearance and by mail will be conducted by the Williamson County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Williamson County. Bridget Escobedo is hereby designated and appointed as an Early Voting Clerk for the general election for qualified voters of the City residing in Williamson County.
 - 2) Applications for ballot by mail for qualified voters of the City residing in Williamson County shall be mailed to:

Bridget Escobedo

Williamson County Elections Administrator
Williamson County Elections Department

Mailing Address:

PO Box 209
Georgetown, TX 78627

Physical Address:

Williamson County Inner Loop Annex
Elections Department
301 SE Inner Loop Ste 104
Georgetown, TX 78626

Telephone Number: (512) 943-1630

Email Address: bbm@wilco.org

Website: <https://www.wilco.org/Departments/Elections>

- 3) The main early voting location for qualified voters of the City residing in Williamson County is: Leander Public Library, 1101 S. Bagdad Road, Leander, Texas 78641.
 - 4) Early voting for qualified voters of the City residing in Williamson County shall be held at the dates, times, and location authorized by the Williamson County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.
- (e) Early Voting Conducted by the Travis County Elections Administrator:
- 1) Early voting, both by personal appearance and by mail will be conducted by the Travis County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Travis County. Dyana Limon-Mercado, County Clerk, is hereby designated and appointed as an Early Voting Clerk for the general election for qualified voters of the City residing in Travis County.
 - 2) Applications for ballot by mail for qualified voters of the City residing in Travis County shall be mailed to:
By mail:
Dyana Limon-Mercado, County Clerk
Travis County Early Voting Clerk
PO Box 149325
Austin, Texas 78714-9325
By Contract Carriers/ Fedex:
Elections Division
Travis County Clerk
5501 Airport Blvd.
Austin, Texas 78751
Telephone: (512) 238-8683
Email: ebbm@traviscountytexas.gov
Website: <https://elections.traviscountytexas.gov/>
 - 3) The main early voting location for qualified voters of the City residing in Travis County is: Christ Episcopal Church, 3520 W. Whitestone Boulevard, Cedar Park, Texas 78613.
 - 4) Early voting for qualified voters of the City residing in Travis County shall be held at the dates, times, and location authorized by the Travis County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon

compliance with applicable law.

Section 9. Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Williamson County and Travis County in compliance with the requirements of state law, and are hereby designated and appointed election officers for the holding of said election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law.

Section 10. Accessible Voting System. The City of Leander authorizes Williamson and Travis County Elections Administrators to provide at least one ExpressVote® Universal Voting System and DS200 and DS300 Digital® Precinct Scanner may be acquired by any legal means available to including but not limited to lease or rental from the County of Williamson, County of Travis or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

Section 11. City Secretary Assistance. The City Secretary is hereby authorized and instructed to aide the Williamson County and Travis County Elections Administrators in the acquisition and furnishing of all election supplies and materials necessary to conduct the election. The City Secretary is further authorized to assist with the giving of notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the respective Election Services Contract between the City and the Williamson County Elections Administrator and the Travis County Elections Administrator shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the respective Election Services Contracts.

Section 12. General. The general election shall be held and conducted by the Williamson County and Travis County Elections Administrators in compliance with the *Texas Election Code* and, to the extent not inconsistent therewith, the *City Charter*, and only resident qualified voters of the City shall be eligible to vote at the election. The Williamson County and Travis County Elections Administrators are hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 6, 2025, nor later than May 14, 2025.

Section 13. Effective Date; Election Code. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Williamson County Elections Administrator shall comply with the Texas Elections Code.

Section 14. Open Meetings. It is 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 *Chapter 551, Texas Government. Code.*

PASSED, ADOPTED AND APPROVED on this the 6 day of February, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

UNA ORDENANZA DE LA CIUDAD DE LEANDER, TX

ORDENANZA NO.

UNA ORDENANZA QUE PIDE Y ESTABLECE PROCEDIMIENTOS PARA LA ELECCIÓN GENERAL DE 2025 EN LA CIUDAD DE LEANDER PARA ELEGIR A CONSEJEROS PARA LAS OFICINAS CELEBRADAS POR CONCEJAL LUGAR 1, LUGAR 3, Y LUGAR 5; PROVEYENDO AVISO DE LA ELECCIÓN; PROPORCIONANDO PRECINTO ELECTORAL Y LUGARES DE VOTACIÓN; PROVEYENDO PARA EL VOTO TEMPRANO; PROPORCIONAR UNA FECHA DE VIGENCIA Y UNA CLÁUSULA DE REUNIONES ABIERTAS; PROPORCIONANDO AL GERENTE ADMINISTRADOR DE LA CIUDAD PARA EJECUTAR CUALQUIERA Y TODOS LOS DOCUMENTOS NECESARIOS; Y PROPORCIONANDO ASUNTOS RELACIONADOS.

POR CUANTO, el 3 de mayo, se elegirán los siguientes funcionarios para esta Ciudad: Concejal Lugar 1, Concejal Lugar 3, Concejal Lugar 5.

POR CUANTO, el Código Electoral de Texas es aplicable a dicha elección y esta ordenanza establece procedimientos consistentes con el Código, y designa el lugar de votación para la elección.

POR CUANTO, que la ciudad de Leander se encuentra dentro de los límites de los condados de Williamson y Travis

POR CUANTO, la Ciudad de Leander, TX (en adelante, la "Ciudad") aprueba y acuerda llevar a cabo la Elección General de la Ciudad conjuntamente con otras subdivisiones políticas en el Condado de Williamson y los Condados de Travis de conformidad con *Código Electoral de Texas*, y el *Capítulo 271*, y

POR CUANTO, la Ciudad está tomando disposiciones para contratar a los Administradores Electorales del Condado de Williamson y del Condado de Travis para llevar a cabo las elecciones de la Ciudad tanto para los votantes del Condado de Williamson como para los votantes del Condado de Travis, de conformidad con *el Capítulo 31, Código Electoral de Texas*, y *el Capítulo 791, Texas Government Code* (el "Contrato de Servicios Electorales");

AHORA, POR LO TANTO, SE ORDENA Y DEMANDA POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE LEANDER, TEXAS

Sección 1. Elección General. La Elección General de la Ciudad se llevará a cabo el sábado 3 de mayo de 2025 para elegir a los miembros del Concejo Municipal de la ciudad en general para las oficinas Concejal Lugar 1, Lugar 3 y Lugar 5 para servir un término de tres (3) años cada uno. Los candidatos a las oficinas mencionadas deberán presentar su solicitud ante el Secretario de la Ciudad

la ciudad que sirve samandato, en el Ayuntamiento, 105 N. Brushy Street, Leander, Texas, comenzando a las 8:00 a.m. del 15 de enero de 2025 y terminando a las 5:00 p.m. del 14 de febrero de 2025, excepto los fines de semana y días festivos. Todas las solicitudes para la candidatura deben estar en un formulario prescrito por *el Código Electoral de Texas*. El orden en que los nombres de los candidatos para cada oficina se imprimirán en la boleta se determinará mediante un sorteo realizado por el Secretario de la Ciudad. El sorteo se llevará a cabo a las 10:00 a.m. del 20 de febrero de 2025 en Pat Bryson Municipal Hall, Cámaras del Consejo, 201 N. Brushy Street, Leander, Texas.

Sección 2. Boletas. Las boletas utilizadas para las elecciones generales deberán cumplir con el *Código Electoral de Texas* y estar en la forma provista por la Ciudad para el Administrador de Elecciones del Condado de Williamson y del Condado de Travis para su uso en los dispositivos de votación respectivos utilizados por cada jurisdicción.

Sección 3. Materiales impresos. Las boletas oficiales, junto con otros materiales electorales que sean requeridos por el *Código Electoral de Texas*, según enmendado, se imprimirá en los idiomas inglés y español y contendrá las disposiciones, las marcas y el lenguaje que requiera la ley.

Sección 4. Aviso de Elección. El aviso de la elección se dará de la manera que se estipula en el *Código Electoral de Texas y la Carta de la ciudad*. Se publicará un aviso que contenga una copia sustancial de esta ordenanza en el tablero de anuncios utilizado para publicar el aviso de las reuniones del cuerpo directivo en el Ayuntamiento y en el lugar de votación antes mencionado a más tardar el día veintiuno (21) antes de la elección, y publicando dicho Aviso de Elección al menos una vez, no antes de treinta (30) días ni más tarde de diez (10) días antes de dicha elección, en un periódico en inglés y español en circulación general en la Ciudad. El Administrador de Elecciones del Condado de Williamson y el Administrador de Elecciones del Condado de Travis están autorizados y darán todos los avisos de sus respectivas jurisdicciones requeridos para la elección.

Sección 5. Conducta de elección. El Administrador de Elecciones del Condado Williamson y sus empleados y sus designadas, y los jueces electorales, jueces suplentes y empleados debidamente designados para la elección, realizarán y conducirán las elecciones para la Ciudad de conformidad con el contrato de servicios electorales entre la Ciudad de Leander y Condado de Williamson y Condado de Travis. La elección se celebrará y llevará a cabo de conformidad con la legislación estatal y el contrato de servicios electorales.

Sección 6. Elección conjunta. La Ciudad acuerda realizar una elección conjunta con otras subdivisiones políticas dentro del Condado de Williamson y dentro del Condado de Travis, siempre que dichas subdivisiones políticas celebren una elección el 3 de mayo de 2025 en todo o parte del mismo territorio que la Ciudad (las "Subdivisiones Políticas") La elección conjunta para Subdivisiones Políticas en el Condado de Williamson y del Condado de Travis se llevará a cabo de conformidad con la ley estatal, esta ordenanza y el respectivo Contrato de Servicios Electorales.

Sección 7. Precintos electorales y lugares de votación el día de las elecciones. Los precintos electorales en la Ciudad ubicada en el Condado de Williamson y el Condado de Travis serán los precintos electorales establecidos por el Condado de Williamson, siempre que cada uno contendrá

e incluirá el área geográfica dentro de la Ciudad. El lugar de votación para cada precinto electoral será el lugar de votación establecido por el Condado de Williamson y del Condado de Travis, según corresponda. Las urnas permanecerán abiertas el día de la elección de 7:00 a.m. a 7:00 p.m. Las declaraciones serán provistas por el distrito electoral y el Administradores de Elecciones del Condado de Williamson y del Condado de Travis tabulará y proporcionará las declaraciones de las elecciones para los votos emitidos por los votantes del Condado de Williamson y del Condado de Travis.

Sección 8. Votación anticipada.

(a) La votación anticipada comenzará el lunes 22 de abril de 2025 y continuará hasta el martes 29 de abril de 2025, y las urnas de votación anticipada permanecerán abiertas durante el tiempo especificado por el Código Electoral de Texas y el Administrador de Elecciones respectivo.

(b) El período para solicitar una boleta por correo es del 1 de enero de 2025 al 22 de abril de 2025. El Secretario de Votación Anticipada debe recibir una solicitud de boleta por correo (ABBM) a más tardar al cierre de operaciones el 22 de abril, 2025.

(c) El período para solicitar una solicitud federal mediante tarjeta postal (FPCA) es del 1 de enero de 2025 al 22 de abril de 2025. El Secretario de Votación Anticipada debe recibir una FPCA a más tardar al cierre de operaciones del 22 de abril de 2025.

(d) Votación anticipada realizada por el Administrador de elecciones del condado de Williamson:

1) La votación anticipada, tanto en persona como por correo, será realizada por el Administrador de Elecciones del Condado de Williamson de acuerdo con el Código Electoral de Texas para los votantes calificados de la Ciudad que residen en el Condado de Williamson. Por la presente se designa y nombra a Bridget Escobedo como Secretaria de Votación Anticipada para la elección generales para votantes calificados de la Ciudad que residen en el Condado de Williamson.

2) Las solicitudes de boleta por correo para votantes calificados de la Ciudad que residen en el Condado de Williamson se enviarán por correo a:

Bridget Escobedo

Administrador de elecciones del condado de Williamson

Departamento de Elecciones del Condado de Williamson

Dirección de envío:

Apartado postal 209

Georgetown, Texas 78627

Dirección física:

Anexo del circuito interior del condado de Williamson

Departamento de Elecciones

301 SE Bucle interior Ste 104

Georgetown, Texas 78626

Número de Teléfono: (512) 943-1630

Dirección de correo electrónico: bbm@wilco.org

Sitio web: <https://www.wilco.org/Departments/Elections>

3) El principal lugar de votación anticipada para votantes calificados de la ciudad que residen en el condado de Williamson es: Leander Public Library, 1101 S. Bagdad Road, Leander, Texas 78641.

4) La votación anticipada para votantes calificados de la Ciudad que residen en el Condado de Williamson se llevará a cabo en las fechas, horarios y lugares autorizados por el Administrador de

Elecciones del Condado de Williamson. El Administrador puede agregar o cambiar cualquier lugar de votación anticipada según lo dispuesto en la ley aplicable.

(e) Votación anticipada realizada por el Administrador de elecciones del condado de Travis:

- 1) La votación anticipada, tanto en persona como por correo, será realizada por el Administrador de Elecciones del Condado de Travis de acuerdo con el Código Electoral de Texas para los votantes calificados de la Ciudad que residen en el Condado de Travis. Dyana Limón-Mercado, Secretaria del Condado, por la presente queda designada y nombrada Secretaria de Votación Anticipada para la elección generales para votantes calificados de la Ciudad que residen en el Condado de Travis.
- 2) Las solicitudes de boleta por correo para votantes calificados de la Ciudad que residen en el Condado de Travis se enviarán por correo a:
Por correo:
Dyana Limón-Mercado, Secretaria del Condado
Secretario de votación anticipada del condado de Travis
Apartado postal 149325
Austin, Texas 78714-9325
Por transportistas contratados/Fedex:
División de Elecciones
Secretario del condado de Travis
5501 bulevar del aeropuerto.
Austin, Texas 78751
Teléfono: (512) 238-8683
Correo electrónico: ebbm@traviscountytexas.gov
Sitio web: <https://elections.traviscountytexas.gov/>
- 3) El principal lugar de votación anticipada para votantes calificados de la ciudad que residen en el condado de Travis es: Christ Episcopal Church, 3520 W. Whitestone Boulevard, Cedar Park, Texas 78613.
- 4) La votación anticipada para votantes calificados de la Ciudad que residen en el Condado de Travis se llevará a cabo en las fechas, horarios y lugares autorizados por el Administrador de Elecciones del Condado de Travis. El Administrador puede agregar o cambiar cualquier lugar de votación anticipada según lo dispuesto en la ley aplicable.

Sección 9. Jueces y secretarios electorales. Los jueces presidentes, los jueces suplentes y los secretarios para las elecciones serán seleccionados y nombrados por el Condado de Williamson y del Condado de Travis en cumplimiento con los requisitos de la ley estatal, y por la presente se designan y nombran a los oficiales electorales para la celebración de dicha elección. Los jueces que presiden, los jueces suplentes y los secretarios deberán desempeñar las funciones y deberes de sus respectivas posiciones que son provistas por la ley estatal.

Sección 10. Sistema de Votación Accesible. La Ciudad de Leander autoriza al Administrador de Elecciones del Condado de Williamson y Travis a proporcionar al menos un Sistema de Votación Universal ExpressVote® y un Escáner de Recinto Digital DS200 y DS300 que se puede adquirir por cualquier medio legal disponible, incluido, entre otros, arrendamiento o alquiler del Condado de Williamson o de cualquier otra fuente legal, según lo autorizado o requerido por las Secciones 123.032 y 123.035 del Código Electoral de Texas.

Sección 11. Asistencia de la Secretaría de la Ciudad. Se autoriza e instruye al Secretario de la Ciudad para que ayude al Administrador de Elecciones del Condado de Williamson y del Condado de Travis en la adquisición y el suministro de todos los materiales y materiales electorales necesarios para llevar a cabo la elección. El Secretario de la Ciudad está además autorizado para ayudar con la entrega de los avisos requeridos para la elección, y tomar otras medidas adicionales que sean necesarias para llevar a cabo la elección de conformidad con el *Código Electoral de Texas*; siempre que, conforme al respectivo Contrato de Servicios de Elecciones entre la Ciudad y el Administrador de Elecciones del Condado de Williamson y del Condado de Travis, los Administradores de Elecciones del Condado de Williamson y del Condado de Travis tengan el deber y sean responsables de organizar y conducir las elecciones de conformidad con el *Código Electoral de Texas*; y para proporcionar todos los servicios especificados a ser provistos en los respectivos Contratos de Servicios Electorales.

Sección 12. General. Las elecciones generales se llevarán a cabo y llevarán a cabo por los Administradores de Elecciones del Condado de Williamson y del Condado de Travis en cumplimiento con el *Código Electoral de Texas* y, en la medida no inconsistente con esto, *el Estatuto de la Ciudad*, y solo los votantes calificados residentes de la Ciudad serán elegibles para votar en la elección. Se autoriza e instruye al Administrador de Elecciones para que proporcione y proporcione todos los materiales electorales necesarios para llevar a cabo dicha elección. Las devoluciones de las elecciones se darán a conocer tan pronto como sea posible después del cierre de las urnas; y los resultados de las elecciones serán examinados por el Concejo Municipal no antes del 6 de mayo de 2025 ni después del 14 de mayo de 2025.

Sección 13. Fecha de vigencia; Código Electoral. Esta ordenanza estará en pleno vigor y efecto desde y después de su aprobación en la fecha que se muestra a continuación; siempre que cualquier término o disposición de esta Ordenanza entre en conflicto con, o sea inconsistente con, el Código Electoral de Texas, el Código Electoral de Texas regirá y controlará y el Administrador de Elecciones del Condado de Williamson cumplirá con el Código Electoral de Texas.

Sección 14. Reuniones Abiertas. Se encuentray se determina oficialmente que la reunión en la cual se aprobó esta Ordenanza fue abierta al público según sea necesario y que se dio aviso público de la hora, el lugar y el propósito de dicha reunión según lo exigido. *Cap. 551, Tex. Gov't. Código.*

ADOPTADO Y APROVADA este 6 de febrero de 2025.

Atestigua:

CIUDAD DE LEANDER, TEXAS

Dara Crabtree, Secretaria de la Cindad

Christine DeLisle, Alcalde

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF NEW EQUIPMENT ORDER FOR JOINT ELECTION WITH WILLIAMSON AND TRAVIS COUNTY ELECTIONS DEPARTMENT FOR THE MAY 3, 2025 GENERAL ELECTION.

WHEREAS, Section 61.012 of the Texas Election Code requires that City of Leander must provide at least one accessible voting system in each polling place used in a Texas election on or after August 1, 2023. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot; and

WHEREAS, the Office of the Texas Secretary of State has certified that the ExpressVote® Universal Voting System Version 6.3.0.0 provided by Election Systems & Software (ES&S) is an accessible voting system that may legally be used in Texas elections. Early voting and election day voting, including provisional ballots will take place on the ExpressVote® Universal Voting System, ballot marking device, in conjunction with the DS200 Digital® Precinct Scanner. The DS450, DS850 & DS950 Digital® Central Count Scanner will be used to process all by mail ballots; and

WHEREAS, Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting system;

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

SECTION 1. As chief elections officer of the City of Leander City Secretary Dara Crabtree, shall provide at least one ExpressVote® Universal Voting System and DS200 Digital® Precinct Scanner in every early voting and election day polling place used to conduct any and every election ordered on or after August 1, 2023. The ES&S ExpressVote® Universal Voting System and DS200 Digital® Precinct Scanner may be acquired by any legal means available to City of Leander, including but not limited to lease or rental from the Counties of Travis and Williamson or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

DULY PASSED AND APPROVED this the 6 day of February, 2025.

CITY OF LEANDER, TEXAS

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This Election Agreement and Contract for Election Services ("Contract") is made by and between the Williamson County Elections Administrator ("Elections Administrator") and political subdivisions ("Participating Authority" or "Participating Authorities") located entirely or partially inside the boundaries of Williamson County. The complete list of Participating Authorities will be available after the final day to cancel an election as prescribed by the Secretary of State's election calendar and will be listed as **Attachment A**.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for an election to be held on the election date of May 3, 2025, and administered by Bridgette Escobedo, Williamson County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct an election between a Participating Authority and the Elections Administrator.

RECITALS

WHEREAS each Participating Authority listed above plans to hold an election on May 3, 2025;

WHEREAS, Williamson County owns an electronic voting system, the Election System and Software (ES&S) EVS 6300 Voting System, which includes the DS200 and DS300 precinct scanners, the DS850 central scanner and the ExpressVote ballot marking device and has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authority's desire to use Williamson County's electronic voting system, to compensate Williamson County for such use, and to share in certain other expenses connected with elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended; and

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED, as follows:

I. ADMINISTRATION

The Participating Authorities agree to hold an election on May 3, 2025, ("Election") with Williamson County and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary.

It is understood that other political subdivisions and districts may wish to participate in the use of Williamson County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XII of this Contract.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the

Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot language shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

In the event the boundaries of the Participating Authority have changed since the last election conducted by Williamson County with the Participating Authority, the Participating Authority shall provide the Elections Administrator with a map of the adopted boundary change in a Shapefile (.shp) format, and if possible, include a spreadsheet listing the addresses (street names and address number ranges) included within the Participating Authority's current boundaries. When adopting boundary changes, Participating Authorities are encouraged to conform to whole census block boundaries included in the latest TIGER file published by the United States Census Bureau. This map and district boundary listing provided to the Elections Administrator shall include any of the Participating Authority's districts used to elect members to the governing body as well as the external boundaries of the Participating Authority. By law, this notice and map must be provided to the Elections Administrator not later than 30 days after the date the boundary change is adopted (Sec. 42.0615, Election Code). In any event, this notice and map must be provided not later than 90 days prior to the date of the election contracted, or the Elections Administrator reserves the right to unilaterally withdraw from this Contract or modify the services contracted for at his or her discretion. The Participating Authority recognizes and agrees that failure to provide an accurate boundary map in a timely fashion can make it impossible for the Elections Administrator to provide both in-person early and Election Day voting and early voting by mail services necessary to conduct the contracted election, and the Participating Authority assumes all responsibilities to perform these duties upon failure to deliver the boundary map in accordance with this paragraph.

III. NONPERFORMANCE

The Elections Administrator will inform each Participating Authority of any problems or deficiencies in their respective performance of obligations under this Contract, including but not limited to non-adherence to deadlines for requests for information of each Participating Authority by the Elections Administrator, and may set a reasonable period of time to cure or obtain adequate assurance that any such problems or deficiencies will be timely addressed and corrected. **The Participating Authority's failure to cure problems or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Contract will be considered in any future contracts with Elections Administrator or Williamson County, and any Participating Authority failing to perform will reimburse Elections Administrator for any additional costs and expenses incurred by Williamson County, including all costs associated with interference of conducting the Election.**

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by the Texas Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in **Attachment B** of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment B**.

If polling places for the May 3, 2025 Election are different from the polling place(s) used by a Participating Authority in its most recent election, the Participating Authority agrees to post a notice no later than May 3, 2025 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the May 3, 2025 Election. This notice shall be written in both the English and Spanish languages.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election workers.

The Elections Administrator will take the necessary steps to ensure that all election judges appointed for the Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an election worker set forth by the Williamson County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge and alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the polling location and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation for actual time working at a polling place and time spent preparing the polling place prior to the Election at the hourly rate established by Williamson County pursuant to Texas Election Code Section 32.091. The election judge, or his/her designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The compensation rates established by Williamson County are:

Early Voting – Early Voting Deputy Clerk (\$17 an hour), Clerks (\$15 an hour)

Election Day – Presiding Judge (\$17 an hour), Alternate Judge (\$15 an hour), Clerk (\$15 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above.

The Elections Administrator may employ other personnel as necessary for the proper administration of the Election, including such part-time temporary help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during Early Voting and on Election Day, for the efficient tabulation of ballots at the central counting station, and for the post- election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on Election Night will be compensated at the hourly rate set by Williamson County in accordance with Texas Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this Election are independent contractors and are not employees or agents of Williamson County. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the Williamson County, and no election personnel shall be entitled to the rights, privileges, or benefits of Williamson County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the Williamson County, unless considered a county employee as determined by the Williamson County Human Resources Department. It is further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this Election are independent contractors and are not employees or agents of a Participating Authority. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of a Participating Authority, and no election personnel shall be entitled to the rights, privileges, or benefits of a Participating Authority employee except as otherwise stated herein, nor shall any election personnel hold

himself out as an employee or agent of a Participating Authority, unless considered an employee of the Participating Authority as determined by the governing body of said Participating Authority.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator, subject to approval of the Williamson County Election Board, shall arrange for all election supplies and voting equipment including, but not limited to, Williamson County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in an election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator with a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit these ballot details in a format or template requested by the Williamson County Elections Office. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. The approvals must be finalized with the Elections Office within five (5) calendar days of receipt of the proofs, or the provided proofs shall be considered approved.

In the event a Participating Authority identifies an error after approval of their respective ballot proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming, if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Pursuant to Texas Election Code Section 43.007, Early Voting by Personal Appearance and/or the use of Vote Centers on Election Day shall be conducted exclusively on Williamson County's EVS 6300 Voting System. Provisional ballots will be cast on the EVS 6300 Voting System.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the Election as required by the Texas Election Code.

The Elections Administrator shall conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Texas Election Code 129.051(g).

VII. EARLY VOTING

The Participating Authorities agree to conduct Early Voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as Deputy Early Voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other Deputy Early Voting clerks to assist in the conduct of Early Voting as necessary, and that these additional Deputy Early Voting clerks shall be compensated at an hourly rate set by Williamson County pursuant to Section 83.052 of the Texas Election Code. Deputy Early Voting clerks who are

permanent employees of the Williamson County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment C** of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment C**. Any Williamson County qualified voter of the Election may vote early by personal appearance at any one of the Early Voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for Early Voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for Early Voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Mailing Address:
Early Voting Clerk
Williamson County Elections Office
PO Box 209
Georgetown, TX 78627

Physical Location:
Early Voting Clerk
Inner Loop Annex
301 SE Inner Loop, Suite 104
Georgetown, TX 78626

In accordance with Section 87.121(g) of the Texas Election Code, after the first day of Early Voting, the Elections Administrator shall post on the Williamson County Elections Office webpage, the Early Voting turnout by Early Voting polling location by day and a cumulative final Early Voting turnout report following the close of Early Voting.

VIII. EARLY VOTING BALLOT BOARD

The Williamson County Election Board shall appoint members to an Early Voting Ballot Board (EVBB) to process Early Voting results from the Election. The Elections Administrator, as chair of the Election Board, shall determine the number of EVBB members required to efficiently process the Early Voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator will take the necessary steps for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Counting Station Manager or an approved representative shall deliver timely cumulative reports of the Election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the Election to the participants, candidates, press, and general public by distribution of electronic copies at the central counting station and by posting to the Williamson County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Williamson County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Texas Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of the Election shall not take place before May 3, 2025, and no later than May 13, 2025, as per the Texas Election Code.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to

the Secretary of State as required by Section 67.017 of the Texas Election Code. Each Participating Authority agrees to upload these reports.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE WILLIAMSON COUNTY

The Elections Administrator will consider conducting elections in territories outside of Williamson County on a case- by-case basis; provided, however, the Elections Administrator shall administer only the Williamson County portion of the elections held by the Participating Authorities.

XI. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of Early Voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original election and the runoff election shall be submitted by such Participating Authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 3, 2025, Election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the May 3, 2025, Election agrees that the date of a necessary runoff election shall be held in accordance with the Texas Election Code.

XII. ELECTION EXPENSES AND ALLOCATION OF COSTS

Charges. In consideration for the election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, a staffing agency fee for election workers, an administrative fee, and for the lease of voting equipment.

1. **Share of Election Costs.** Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the Election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each Participating Authority after the Election. The end result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.
2. Each Participating Authority's share of the staffing agency fee for election workers will be determined on a pro rata basis. The staffing agency fee is based on a markup cost percentage of

27% of the gross wages of election workers not classified as employees of Williamson County.

3. Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:

- \$250.00 per ExpressVote Ballot Marking Device
- \$400.00 per DS200/DS300 Precinct Scanner;
- \$6,000.00 per DS850 Central Count scanner to cover the duration of the Election;
- \$250.00 per electronic pollbook.

The Participating Authority's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

4. Administrative Fee. Each Participating Authority agrees to pay the Williamson County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs, less the staffing agency fee, in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Williamson County treasury in accordance with Election Code Section 31.100.

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Contract and the Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Participating Authority is fully liable for any expenses incurred by Williamson County on behalf of Participating Authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with Williamson County by Participating Authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of County records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the Election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Participating Authority.

XV. RECOUNTS OR CONTESTED ELECTION

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or

employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Section 221.014 of the Texas Election Code.

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.
4. In the event that one of more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this Contract and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this Contract.
9. In the event that any legal action or a recount is filed concerning a Participating Authority's election under any provision of state or federal law, Participating Authority shall choose and provide, at its own expense, legal counsel for Williamson County, and its Elections Administrator or staff if named as a party, witness, or if other discovery or examination of ballots is ordered. Additionally, Participating Authority shall reimburse Williamson County, and its Elections Administrator, the actual costs of any recount or litigation expense and additional election personnel as necessary to complete tasks not otherwise covered under this contract but which are directly related to any recount, contest or other legal action.
10. It is understood that to the extent space is available, that other districts or political subdivisions may wish to participate in the use of Williamson County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to Williamson County by the Participating Authorities

XVII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total *estimated* cost for the May 3, 2025, Election is \$_____ and is based partly on the itemized costs of the May 3, 2025, joint general special election. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XII.1. of this Contract. Each Participating Authority agrees to pay the Williamson County Elections Administrator a deposit of 50% of the *estimated obligation* no later than thirty (30) days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the Participating Authority shall pay to the Elections Administrator the balance due within thirty (30) days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the Participating Authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the Participating Authority the excess amount paid within thirty (30) days after the final costs are calculated.

The Participating Authority agrees that it shall provide ballot details as required in Section VI above to the Elections Office not later than the 69th day (Monday, February 24, 2025) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 63rd day before the election (February 28, 2025) that the Elections Office may impose a penalty fee of \$1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 56th day before Election Day (Friday, March 7, 2025), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

XVIII. SIGNATURE PAGE

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 20____.

ELECTIONS ADMINISTRATOR:

Bridgette Escobedo, Elections Administrator
Williamson County, Texas

WITNESS BY MY HAND THIS THE 6 DAY OF FEBRUARY, 2025.

PARTICIPATING AUTHORITY:

Name of Participating Authority City of Leander

By: _____

Printed Name: Todd Parton

Official Capacity: City Manager

ATTACHMENT A
(To be provided after the final day to cancel an
election as prescribed by the Texas Secretary of
State's Election Law Calendar)

List of Participating Authorities

ATTACHMENT B

Election Day Voting Locations

ATTACHMENT C

Early Voting Schedule with Voting Locations

Early Voting by personal appearance will be conducted beginning on Tuesday, April 22, 2025, and ending on Tuesday, April 29, 2025, at:

(La votación anticipada por presentación personal se llevará a cabo a partir del martes 22 de abril de 2025 y finalizará el martes 29 de abril 2025 en:)

Main Location:

(ubicación principal)

Georgetown Annex, HR 108, 100 Wilco Way, Georgetown, TX 78626

Dates and Times for Full-Time Locations:

(Fechas y horarios para las localidades de tiempo completo)

Tuesday, April 22, 2025 through Saturday, April 26, 2025	8:00am-6:00pm
<i>(martes, 22 de abril de 2025 -Sabado, 26 de abril de 2025)</i>	8:00am-6:00pm

No voting on Sunday, April 27, 2025
(no hay votacion el domingo, 27 abril de 2025)

Monday, April 28, 2025 through Tuesday, April 29, 2025	7:00am-7:00pm
<i>(lunes, 28 de abril de 2025 -martes, 29 de abril de 2025)</i>	7:00am-7:00pm

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND CITY OF LEANDER

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the “County”) and **City of Leander** (“Participating Entity”) enter into this agreement (this “Agreement”) for the Travis County Clerk, as the County’s election officer (the “Election Officer”), to conduct the Participating Entity’s elections, including runoffs, and for the Participating Entity’s use of the County’s current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

Section 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term “election” refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity’s territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
 - (1) The term “Election Officer” refers to the Travis County Clerk;
 - (2) The term “precinct” means all precincts in the territory of the Participating Entity located within Travis County.
 - (3) The term “election services” refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.
 - (4) The term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services and an administrative fee as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment

- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County’s current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (6) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
 - (1) Preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing

action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:

- a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
- (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
 - (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (4) Conducting the official canvass of a Participating Entity election;
 - (5) Administering the Participating Entity's duties under state and local campaign finance laws;
 - (6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated

with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

- (E) [Dara Crabtree, City Secretary](#) will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. [Dara Crabtree, City Secretary](#) will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. [Dara Crabtree, City Secretary](#) will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled in accordance with Subchapters C and D of Texas Election Code Chapter 2, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$100.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
- (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to ElectionEntities@traviscountytexas.gov. The Participating Entity has designated [Dara Crabtree, City Secretary as the Participating Entity's representative for sending and receiving](#) e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: dcrabtree@leandertexas.gov.
- (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating

entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.

- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 60% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 60% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
- (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
 - (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
 - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if,

at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.

- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
 - (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2025, through January 1, 2026, the Participating Entity shall pay (a) the sum of four percent of the cost of the electronic voting system equipment installed at a polling place and four percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services, if the sum is greater than \$100.00, and (b) \$100.00 if the sum described in (a) is \$100.00 or less.
 - (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

- (A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and

duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dyana Limon-Mercado, Travis County Clerk (or her successor), may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

City of Leander
Attn: City Secretary's office
105 N. Brushy Street
Leander, TX 78641

TRAVIS COUNTY
Honorable Dyana Limon-Mercado, Travis County Clerk (or her successor)
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its

obligations under this Agreement shall be made from current budget or revenue available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

Payments made to the County, or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division
P.O. Box 149325
Austin, Texas 78714

City of Leander
Attn: City Secretary's office
105 N. Brushy Street

- (M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

[Signatures on following page]

CITY OF LEANDER

BY: _____
Todd Parton, City Manager

DATE: _____

TRAVIS COUNTY

BY: _____
Dyana Limon-Mercado (or her successor)
County Clerk

DATE: _____



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

Approval of a Resolution authorizing the City Manager to execute a Master Interlocal Cooperative Purchasing Agreement between the City of Leander, Texas and Omnia Partners for the purchase of goods and services and providing an effective date.

BACKGROUND:

On or about September 2006, the City Council approved Resolution No. 06-026-00 approving a Cooperative Purchasing Agreement between Texas Cooperative Purchasing Network (TCPN) and the City of Leander. In 2015, Omnia Partners acquired TCPN. This item is a housekeeping item to update our agreement to reflect Omnia Partners.

Chapter 791, § 271.102 of the Texas Government Code states; "a local government may participate in a Cooperative Purchasing Program with another local government or a local cooperative organization. A local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods or services".

When local governments purchase goods or services, they have three (3) options in order to complete those purchases: requesting invitations to bid; soliciting requests for proposals; or by utilizing the cooperative purchasing program established by the State of Texas.

A Master Interlocal Agreement permits the City to utilize the cooperative organization's current and/or future contracts for goods and services without having to seek competitive bids.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. OMNIA Partners Purchasing Cooperative Resolution with Exhibit 02.06.2025

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF LEANDER, TEXAS AND OMNIA PARTNERS FOR THE PURCHASE OF GOODS AND SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Leander, Texas desires to enter into an Interlocal Agreement with OMNIA Partners for the purchase of goods and services; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into Interlocal Agreements; and

WHEREAS, the City Council has reviewed the Agreement and finds it to be in the best interest of the citizens of Leander;

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

SECTION 1: The City Manager is hereby authorized, on behalf of the City of Leander, Texas to sign an Interlocal Agreement for the purchase of goods and service attached hereto and incorporated herein as Exhibit “A”.

SECTION 2: This Resolution shall take effect immediately from and after its passage and it is accordingly resolved.

DULY ORDERED by the City Council of the City of Leander, Texas, this the 6 day of February, 2025.

ATTEST:

APPROVED:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



TERMS AND CONDITIONS OF MEMBERSHIP

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies (“**Participating Public Agencies**”), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject

to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA

PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:
OMNIA PARTNERS, PUBLIC SECTOR, INC.

Authorized Signature
Todd Parton
Name
City Manager, City of Leander
Title and Agency Name
02.06.2025
Date

Signature
Sarah E. Vavra
Name
Sr. Vice President, Public Sector Contracting
Title
Date



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

Acceptance of the public infrastructure improvements associated with Subdivision Case PICP-22-0013 Travisso Phase 3 Section 10 for streets, water, wastewater, drainage, and erosion and sedimentation control improvements.

BACKGROUND:

The public infrastructure for streets, water, wastewater, drainage, and erosion and sedimentation control improvements that are required for Travisso Phase 3 Section 10 have been installed, inspected, and are substantially completed. All documentation required for acceptance of this project have been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements, 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 February 6, 2025, which will provide warranty and maintenance coverage for the public infrastructure improvements through February 6, 2027. The Engineering Division of the Development Services 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, workmanship, or maintenance are corrected prior to the expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

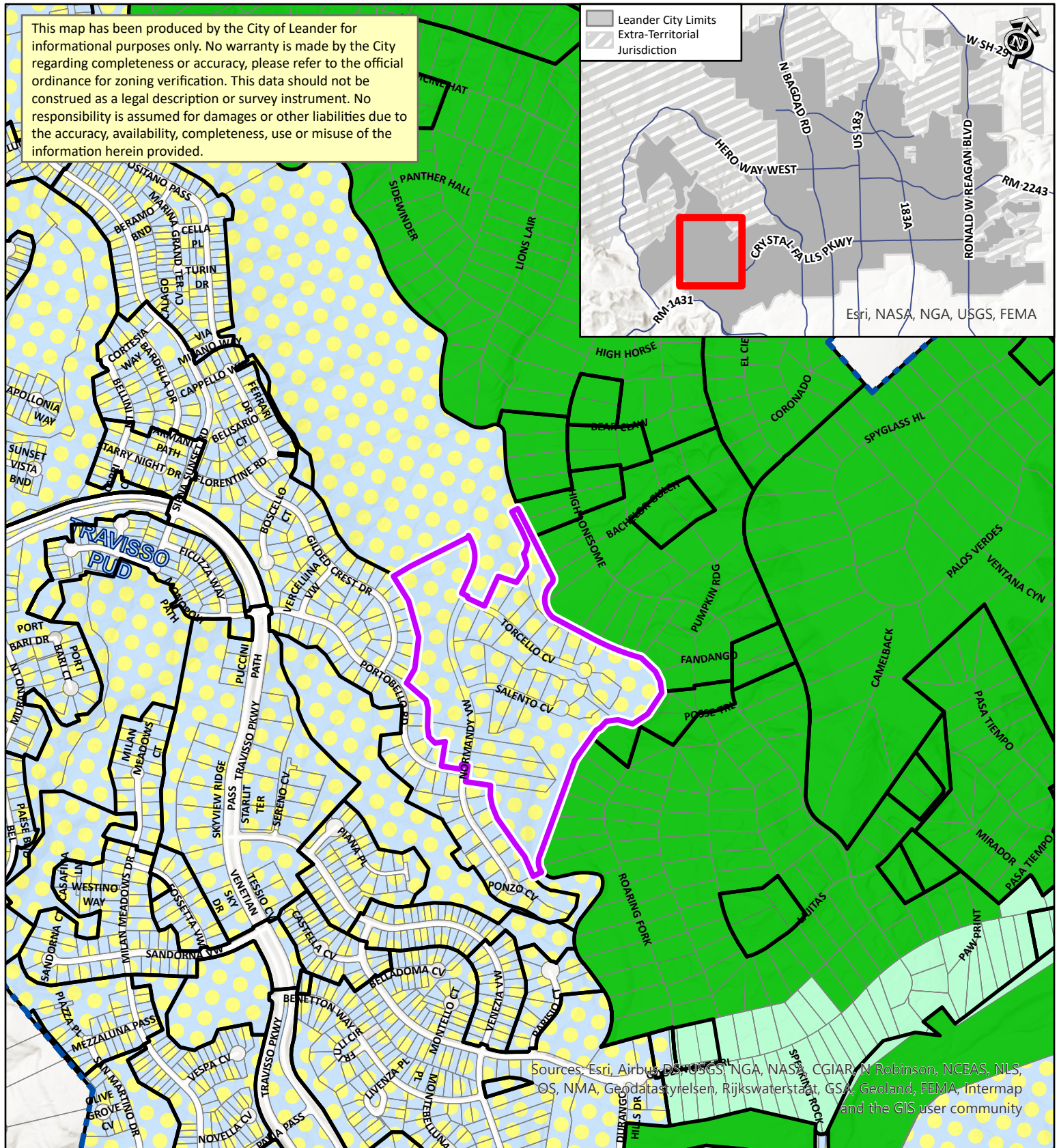
PRESENTER:

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

Fiscal Impact

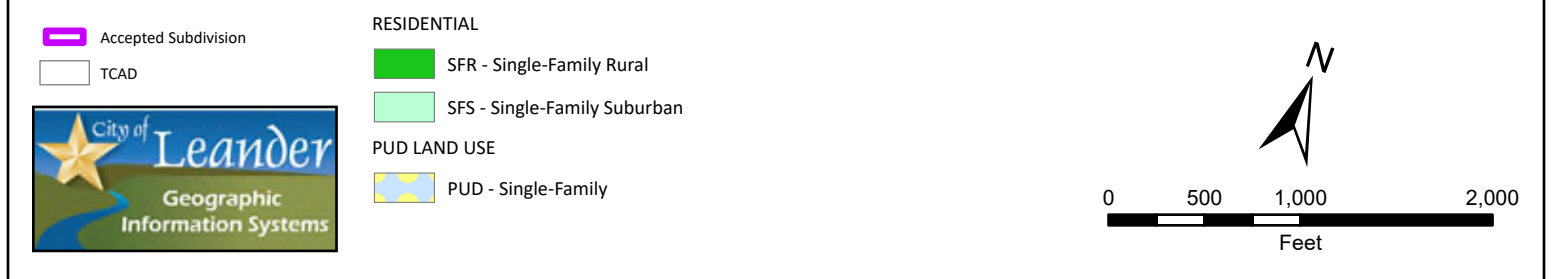
Attachments:

1. Travisso Ph 3 Sec 10 Acceptance Documents



SUBDIVISION ACCEPTANCE

Travisso Ph. 3 Sec 10 - PICP-22-0013



October 11, 2024

Emily Truman, P.E., CFM
City of Leander City Engineer
P.O. Box 319
Leander, TX 78646

RE: Travisso Phase 3, Section 10
App. No.: 22-PICP-0013
Engineer's Concurrence

Dear Ms. Truman,

This letter is to inform you that I, and/or my designated representative, have made a final visual observation of the above referenced project. I have also visited the site during construction and observed the installation of street, drainage, water, and wastewater improvements. Based on these observations, I hereby certify that these improvements were completed in substantial conformance with the approved plans and specifications.

Please feel free to contact me if you need any additional information or have any further questions.

Sincerely,
Pape-Dawson Consulting Engineers, LLC.
Texas Board of Professional Engineers, Firm Registration # 470



Michael Fisher, P.E.
Senior Vice President



10/11/24

H:\Projects\512\78\01\301 Construction Documents\301 Phase 3, Section 10\Documents\Plan Processing\City\Closeout\Engineer's Concurrence\TRAVISSO PH 3
SECT 10 - ENGINEERS CONCURRENCE.docx



11/18/2024

Toll Brothers - Austin Division
Kyle Ninness
1320 Arrow Point Dr., Suite 401
Cedar Park, TX 78613

TDLR Project No.: TABS2023014591

PROJECT:

Travisso Phase 3, Section 10
North of intersection of Normandy View/Portobello
Leander, TX 78641

CORRECTIVE MODIFICATIONS – NO VIOLATIONS

Dear Kyle Ninness:

Your submittal regarding the referenced violations pending report has been reviewed. We are pleased to inform you that all items cited in the inspection report appear to be in substantial compliance with requirements of the Texas Government Code, Chapter 469.

These results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

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. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

Please reference the TDLR Project Number in all future correspondence pertaining to this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Olaf Brunjes'.

Olaf Brunjes, RAS #1228

cc: Alex Blackburn - Waverloo Development

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that CC Carlton Industries, Ltd. as Principal, whose address is 3102 Bee Caves Road, Ste. 200, Austin, TX 78746 and Atlantic Specialty Insurance Company, a Corporation organized under the laws of the State of NY, 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 Eighty-Eight Thousand, Nine Hundred Thirty And 21/100 Dollars (\$488,930.21) 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 Travisso Phase 3, Section 10 Public Improvement Construction Plans (22-PICP-013) (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 19th day of November, 2024.

CC Carlton Industries, Ltd.
Principal

By: 

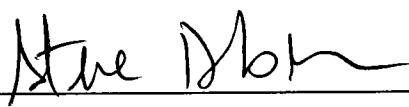
Title: Joe Guerrero, President

Address: _____

3102 Bee Caves Road, Ste. 200

Austin, TX 78746

Atlantic Specialty Insurance Company
Surety

By: 

Title: Steve Dobson, Attorney-in-fact

Address: _____

605 Highway 169 North, Suite 800

Plymouth, MN 55441

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

Time Insurance Agency, 1405 E. Riverside Drive, Austin, TX 78741

(Seal)

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier at

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

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) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

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

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compa ia de seguros para informacion o para someter una queja al:

1-800-321-2721

Usted tambien puede escribir a su compa ia de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

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

UNA ESTE AVISO A SU POLIZA:

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



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **John W. Schuler, Steve Dobson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

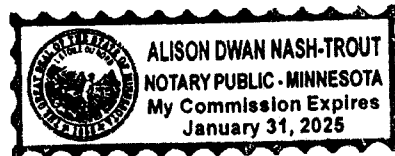
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 19th day of Nov. 2024.



This Power of Attorney expires
January 31, 2025

Kara L.B. Barrow, Secretary

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project TRAVISSO PH 3 SEC 10

Job No. 21-0017 PUBLIC

On receipt by the signer of this document of a check from TRAVIS CO. MUD 21 (maker of check) in the sum of \$ 564,086.84 payable to C.C. CARLTON INDUSTRIES LTD (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 TRAVIS CO. MUD 21 (owner) located at CEDAR PARK TEXAS (location) to the following extent: PUBLIC - GRADING, WATER, WASTEWATER, STORAGE STREET LIGHTS (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to TRAVIS CO. MUD 21 (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

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 progress 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 in regard to the attached statement(s) or progress payment request(s).

Date 03/25/2024

C.C. CARLTON INDUSTRIES LTD. (Company name)

By *Heath T. J.* (Signature)

SENIOR PROJECT MANAGER (Title)

STATE OF TEXAS

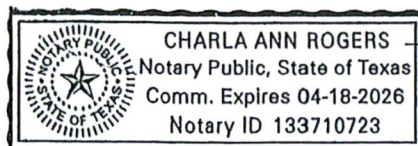
§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this 25TH day of MARCH, 2024, by CHARLA ANN ROGERS (name), PROJECT MANAGER ADMINISTRATOR (job title) of C C CARLTON INDUSTRIES LTD (company name).



Charla Ann Rogers
NOTARY PUBLIC, STATE OF TEXAS

April 24, 2024

Sarvesh Dhakal, P.E.
Engineer
201 N. Brushy Street
Leander, Texas 78646

RE: Travisso Phase 3, Section 10
App. No.: PICP-22-0013
Final Cost Certification

Dear Mr. Dhakal:

Following is the information as applicable for items that will be owned and maintained by the City within this project:

Final Plat Legal Name as Recorded: Travisso Phase 3, Section 10.

Name on Approved Construction Documents: Travisso Phase 3, Section 10.

Name on Bank Bond for Fiscal Posting: Travisso Phase 3, Section 10 Public Improvement Construction Plans (PICP-22-0013).

COST SUMMARY

Street Improvements:	\$	1,597,291.25
Water Improvements:	\$	308,167.90
Wastewater Improvements:	\$	1,409,090.00
Drainage & Erosion and Sedimentation Control Improvements:	\$	1,574,752.95
TOTAL	\$	4,889,302.10

MAINTENANCE BOND

Total Improvements:	\$	4,889,302.10
Maintenance Bond (10%):	\$	488,930.21

INSPECTION FEES

Total Cost of Travisso Phase 3, Section 10 Improvements:	\$	4,889,302.10
3.5% Inspection Fees Owed to City for Travisso Phase 3, Section 10:	\$	171,125.57
Inspection Fees Paid at Submittal for Travisso Phase 3, Section 10:	\$	124,818.26
Inspection Fees Owed to City with Travisso Phase 3, Section 10 Closeout:	\$	46,307.31

ENGINEER'S CONTACT INFORMATION

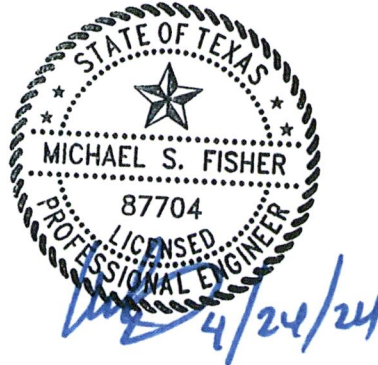
Michael Fisher, P.E.
Pape-Dawson Consulting Engineers, LLC.
10801 N. Mopac Expressway. Building 3, Suite 200
Austin, TX 78759
mfisher@pape-dawson.com
(512) 454-8711

Please call if you have any questions.

Sincerely,
Pape-Dawson Consulting Engineers, LLC.
Texas Board of Professional Engineers, Firm Registration # 470



Michael Fisher, P.E.
Senior Vice President



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

STATE OF TEXAS
COUNTY OF

Date: 11/26/2024

Developer: TOLL BROS., INC.

Contractor/Material C.C. CARLTON INDUSTRIES, INC.
Provider ("Affiant"):

Project: TRAVISSO PHASE 3 SECTION 10

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 26TH day of NOVEMBER, 2024.

Initialed: AT

AFFIANT:

Signature: Heath Taylor

Typed Name: HEATH TAYLOR

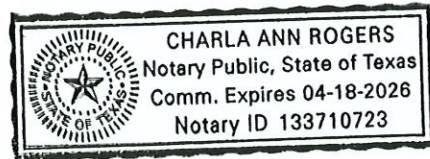
Title: SR. PROJECT MANAGER

STATE OF TEXAS
COUNTY OF TEXAS

BEFORE ME the undersigned authority on this day personally appeared HEATH TAYLOR, 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 26TH day of NOVEMBER 2024

[S E A L]



Charla Ann Rogers
Notary in and for the State of Texas

Name: CHARLA ANN ROGERS

My commission expires: 04-18-2026

Initialed: HT



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

Acceptance of public infrastructure improvements associated with Subdivision Case PICP-23-0096 Freehill Hero Way West for public water and public water bore.

BACKGROUND:

The public infrastructure for water, and public water bore that are required for Freehill Hero Way West have been installed, inspected, and are substantially completed. All documentation required for acceptance of this project have been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements, 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 February 6, 2025, which will provide warranty and maintenance coverage for the public infrastructure improvements through February 6, 2027. The Engineering Division of the Development Services 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, workmanship, or maintenance are corrected prior to the expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City Staff recommends the City Council's formal acceptance of Freehill Hero Way West public infrastructure improvements.

PRESENTER:

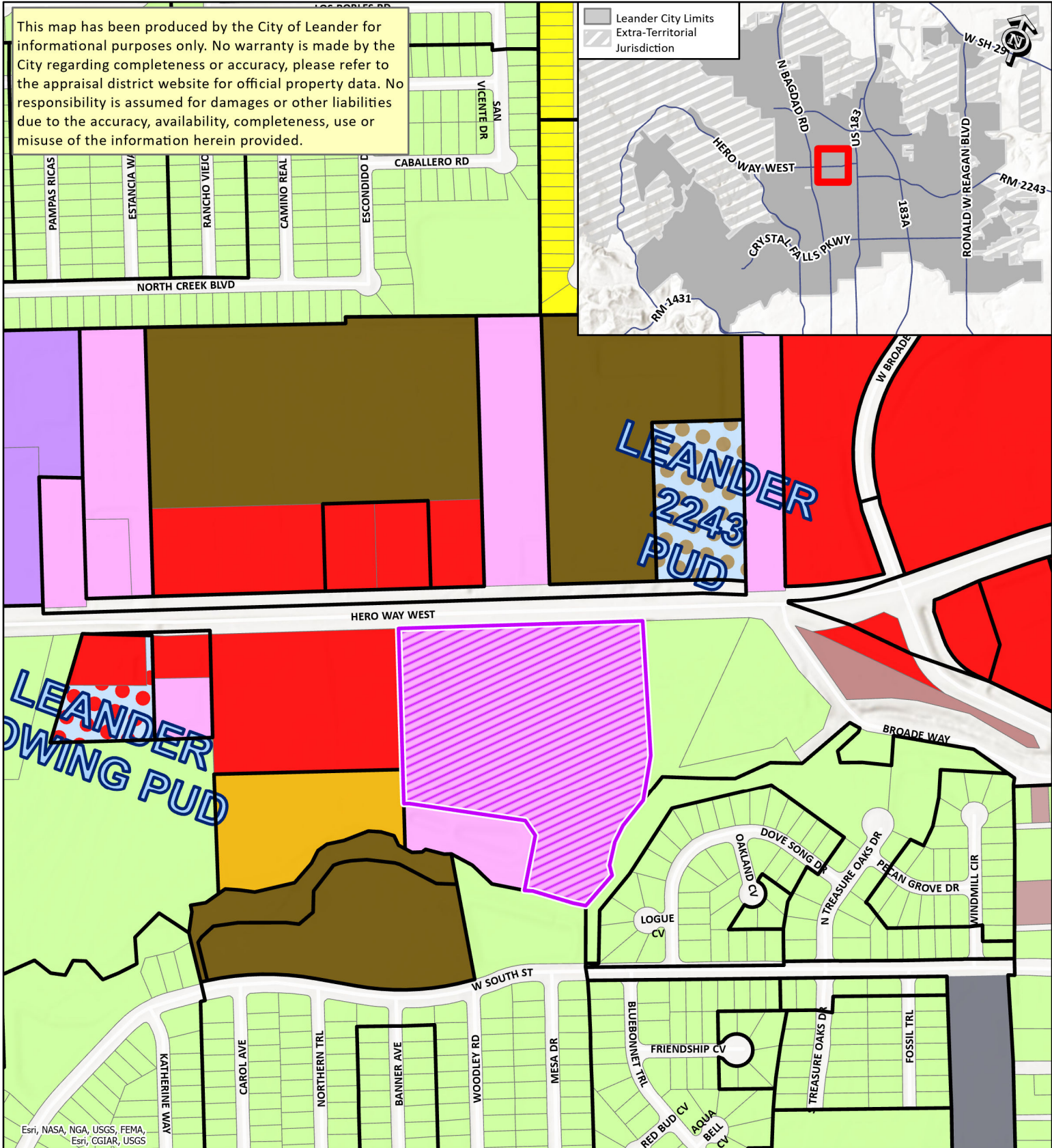
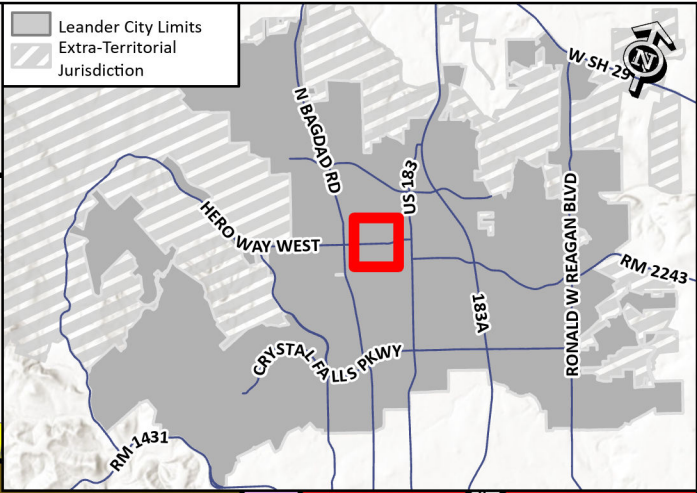
Emily D. Truman, P.E., CFM, City Engineer

Fiscal Impact

Attachments:

1. Freehill Hero Way West Acceptance 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.

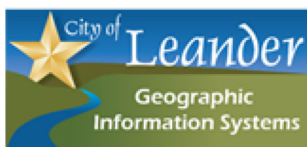


SUBDIVISION ACCEPTANCE

Freehill Hero Way West - PICP-23-0096

City Limits

Accepted Subdivision



RESIDENTIAL

SFU - Single-Family Urban
 SFC - Single-Family Compact
 SFT - Single-Family Townhouse
 MF - Multi-Family

RETAIL / COMMERCIAL

LC - Local Commercial
 GC - General Commercial
 HC - Heavy Commercial

INDUSTRIAL

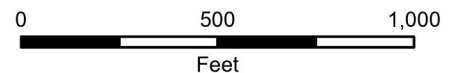
HI - Heavy Industrial

PUD LAND USE

PUD - Multi-Family
 PUD - General Commercial

TRANSECTS

T4 - Genral Urban
 SD - Special District



Engineer's Concurrence for Project Acceptance

Project: Freehill Hero Way Public Improvement Construction Plan **Date:** 10/10/2024

City of Leander Issued Permit Number: PICP-23-0096

Owner's Name & Address

Freehill Pine Ridge Leander, LP

901 S. Mopac #300

Austin, Texas 78746

Consultant Engineer's Name & Address

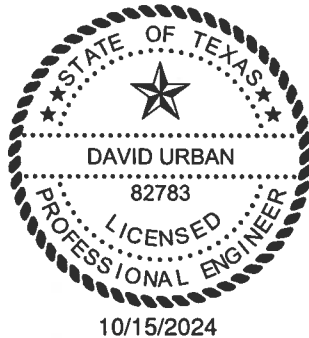
2P Consultants, LLC

203 E. Main St. #204

Round Rock, Texas 78664

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.



David Urban
Signature

David Urban, PE, CFM

Typed Name

2P Consultants, LLC

Engineering Firm Name

F-19351

Registered Engineering Firm Number

(SEAL)

MAINTENANCE BOND
Subdivision Improvements

Bond No.: 46BCSHP5283

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Owrey Construction as Principal, whose address is 20152 Kuykendahl Road, Spring, TX 77379, and Hartford Fire Insurance Company a Corporation organized under the laws of the State of Connecticut, 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

Twenty thousand four hundred ninety-eight and 48/100ths----- Dollars
(\$ 20,498.48) 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 Freehill Hero Way W Construction Plans PICP 23-0096 (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 3rd day of December, 2024.

Owrey Construction, LLC

Principal

By: 

Title: PRESIDENT

Address: _____

20152 Kuykendahl Road

Spring, TX 77379

Hartford Fire Insurance Company

Surety

By: 

Title: Dana Michaelis, Attorney-in-Fact

Address: _____

19450 State Hwy. 249, Ste. 400

Houston, TX 77070

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

Dana Michaelis, HUB International Texas

106 South Saint Mary's Street 8th Floor, San Antonio, TX 78205

(Seal)

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

1-800-392-7805

You may also write to The Hartford:

**The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400**

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 Number (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

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

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

1-800-392-7805

Usted tambien puede escribir a The Hartford.

**The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, 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 Number (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 su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HUB INTERNATIONAL TEXAS INC

Agency Code: 46-510056

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Mary Gainer, Greg LeJune, Doug Dunlap Jr., Dana Michaelis, Dane Wilhelm, Martin Williams of SAN ANTONIO, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 3, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



City of Leander, TX
City Hall
105 N Brushy Street
Leander, TX 78641

ENDORSEMENT

Attached to and forming part of Bond Number 46BCSHP5283
effective December 3, 2024
on behalf of Owrey Construction, LLC
of 20152 Kuykendahl Road, Spring, TX 77379
in favor of City of Leander, TX
and in the amount of Twenty Thousand Four Hundred Ninety-Eight (\$20,498.00) Dollars,

It is understood and agreed that effective December 3, 2024

the Bond Number shall be changed

from 46BCSHP5283

to 65BCSHP5283

All other conditions and terms remain as originally written

Signed, Sealed, and Dated December 5, 2024

Hartford Fire Insurance Company

By: Elizabeth Wagner
Elizabeth Wagner, Attorney-in-Fact

The above endorsement is hereby agreed to and accepted:

By: _____



POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity
and Claims to:

THE HARTFORD

BOND, T-14

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HUB INTERNATIONAL TEXAS INC

Agency Code: 65-810876

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint Elizabeth Wagner of Morristown, New Jersey, its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 65BCSHP5283

Naming Owrey Construction, LLC as Principal,
and City of Leander, TX as Obligee,

in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Phyllis A. Clark

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority



Manluz Arce

Manluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 5, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



2P Consultants, LLC
203 E. Main Street, Suite 204
Round Rock, Texas 78664
512-344-9664
TBPE FIRM #F-19351

December 3, 2024

City of Leander
201 N. Brushy Street
Leander, Texas 78641

Attn.,

The following is the information as applicable for the construction costs of this project.

Final Plat Legal Name as Recorded: Freehill Addition

Project Number: PICP-23-0096

Name on Approved Construction Documents: Freehill Hero Way West Public Improvement Construction Plan

Following is the cost breakdown for proposed items to be constructed within the above referenced permit:

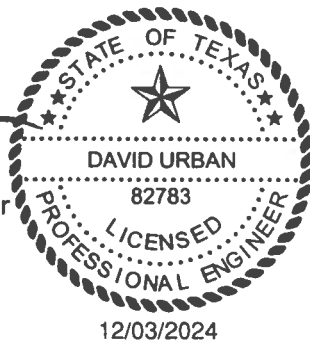
	Site Work	Amount
1	Public Water	\$ 190,844.77
2	Public Water - Bore Under Existing	\$ 14,140.00
	Total	\$ 204,984.77
	10% Maintenance Bond	\$ 20,498.48

Total Improvements	\$ 204,984.77
Currently Paid Inspection Fees	\$ 9,885.00
Inspection Fees (3.5%)	\$ 7,174.47
Remaining Insp. Fees to be Paid	\$ -

If you have questions or require additional information regarding the plan, please get in touch with me directly. I can be reached by telephone at (512) 344-9664 or by e-mail at urban@2pconsultants.com.

Thank you,

David Urban, PE, CFM
Senior Project Manager



Public Water

1 24" Steel Carrier Pipe	25	LF	\$	192.90	\$4,822.25
2 12" PVC C900 DR 18 Waterline	920	LF	\$	93.03	\$85,587.60
3 8" DR-18 PVC Waterline	20	LF	\$	73.77	\$1,475.40
4 Fire Hydrant Assy.	3	EA	\$	8,362.58	\$25,087.74
5 Gate Valve-12"	5	EA	\$	4,855.34	\$24,276.70
6 Tee-12"x12"	1	EA	\$	2,053.99	\$2,053.99
7 Tee-12"x8"	3	EA	\$	1,592.13	\$4,776.39
8 Vertical Bend-12" 45°	4	EA	\$	1,410.27	\$5,641.08
9 Cap-12"	2	EA	\$	954.03	\$1,908.06
10 Gate Valve-8"	3	EA	\$	2,499.84	\$7,499.52
11 Tee-8"x8"	1	EA	\$	1,212.86	\$1,212.86
12 Traffic Control	1	LS	\$	7,620.20	\$7,620.20
13 Cap-8"	2	EA	\$	3,863.79	\$7,727.58
14 Staking	940	LF	\$	1.82	\$1,710.80
15 Demo Sidewalk (Not Replacing)	810	SY	\$	11.66	\$9,444.60
16 24" Bore Under Existing Box Culvert	25	LF	\$	565.59	\$14,140.00

\$204,984.77

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

STATE OF TEXAS

COUNTY OF WILLIAMSON

Date:

Developer: FREEHILL PINE RIDGE LEANDER, LP

Contractor/Material
Provider ("Affiant"): OWREY CONSTRUCTION

Project: FREEHILL HERO WAY W CONSTRUCTION PLANS (PICP-23-0096)

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 3rd day of December, 2024.

Initialed: Bo

PAGE 1 of 2

Updated 10.20.14

AFFIANT:

Signature: _____

Brian Owrey

Typed Name: Brian Owrey

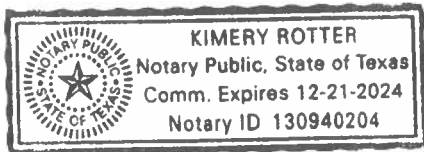
Title: President

STATE OF TEXAS
COUNTY OF
HARRIS _____

BEFORE ME the undersigned authority on this day personally appeared Brian Owrey, 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 3rd day of December, 2024.

[SEAL]



Kimery Rotter
Notary in and for the State of Texas

Name: Kimery Rotter

My commission expires: 12.21.2024

Initialed: BO

PAGE 2 of 2



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

Approval of a Resolution of the City of Leander, Texas accepting the petition for the Bagdad Retail Center Annexation Case A-24-0014 and the adjacent right-of-way (ROW) of Bagdad Road and CR 281 Annexation Case A-25-0018 regarding the voluntary annexation of 4.586 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R023980 and the adjacent Bagdad Road and CR 281 ROW; and generally located northwest of the intersection of N. Bagdad Road and CR 281, Leander, Williamson County, Texas.

BACKGROUND:

This resolution commences the voluntary annexation of 4.586 acres $\pm$ as described above. The resolution sets the public hearing for March 6, 2025, and the readings of the ordinance for March 6, 2025, and March 20, 2025.

The City Council previously approved an ordinance for this annexation during the meeting of June 20, 2024. This annexation only included the property and not the adjacent rights-of-way (ROW); therefore the property was not contiguous with the City Limits. Due to this oversight, the annexation process was required to restart. The ROW will be annexed as part of case A-25-0018.

Approval of this item does not approve the annexation. A zoning case is not associated with this annexation. This property is proposed to be developed as a gas station.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Thomas Groll Engineering, PC. (Thomas J. Groll) on behalf of Bagdad Real Estate, LLC. (Moez Momin)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. A-24-0014 Att 1 Bagdad Retail Center - Resolution

2. A-25-0018 Att 2 Bagdad Retail Center - Resolution Right of Way
3. A-24-0014 & A-25-0018 Att 3 Bagdad Retail Center - Location Map ROW

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 4.227 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 a 4.227 acre tract of land, located in the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; said 4.227 acre tract being a remaining portion of that called 4.92 acre tract of land recorded in Document No. 2022030204, Official Public Records, Williamson County, Texas.

A public hearing has been set for the date of **Thursday March 6, 2025**. 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 6th day of February, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

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 owner of a certain area of land located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (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:

Being a 4.227 acre tract of land, located in the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; said 4.227 acre tract being a remaining portion of that called 4.92 acre tract of land recorded in Document No. 2022030204, Official Public Records, Williamson County, Texas.

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 ____ day of _____ 20____, with the City Secretary of the City of Leander, Williamson County, Texas.

Signatures on Following Pages



Petitioners:

By: Bagdad Real Estate, LLC
Name: Samir Maredia
Title: Manager

Address 5522 Jenolan Ridge Lane
Sugar Land, TX 77479
County Fort Bend

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

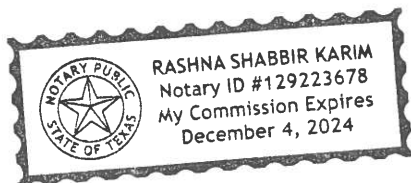
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared SAMIR MAREDIA, on behalf of Bagdad Real Estate, LLC owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, 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 01 day of May 2024.

(SEAL)



Notary Public - State of Texas



Petitioners:



By: Bagdad Real Estate, LLC

Name: Riyaz Sunesara

Title: Member

Address 7603 Redmond Court
Sugar Land, TX 77479

County Fort Bend

STATE OF TEXAS

§

COUNTY OF FORT BEND

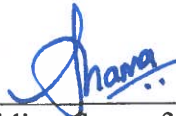
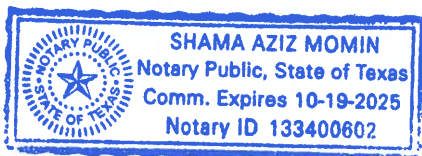
§

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared RIYAZ SUNESARA, on behalf of Bagdad Real Estate, LLC 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 30th day of APRIL 20 24.

(SEAL)



Notary Public - State of Texas

Petitioners: zuhra

By: Bagdad Real Estate, LLC

Name: Zaharben Dhuka zuhra

Title: Manager

Address 4202 Steep Rock Lane

Austin, TX 78732

County Travis

STATE OF TEXAS §

COUNTY OF Williamson §

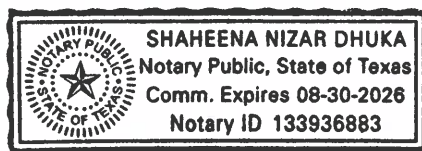
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Zaharben Dhuka, on behalf of Bagdad Real Estate, LLC owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, 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 2nd day of May 2024

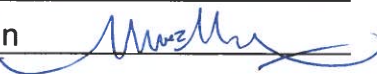
(SEAL)

Shaheena

Notary Public - State of Texas



Petitioners:

By: Bagdad Real Estate, LLC
Name: Moez Momin 
Title: Registered Agent

Address 1613 Bellini Drive
Leander, TX 78641

County Williamson

STATE OF TEXAS §
 §
COUNTY OF Davis §

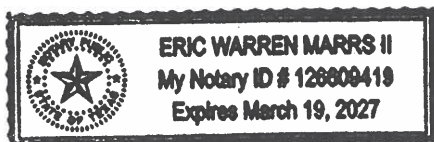
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Moez Momin, on behalf of Bagdad Real Estate, LLC owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, 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 16th day of May 2024

(SEAL)



Notary Public - State of Texas



Petitioners:

By: Bagdad Real Estate, LLC
Name: Moiz Maknojia
Title: Manager

Address 1613 Bellini Drive
Leander, TX 78641

County Williamson

STATE OF TEXAS §
 §
COUNTY OF Davis §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Moiz Maknojia, on behalf of Bagdad Real Estate, LLC 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 18th day of May 2024

(SEAL)

Dirgha Kafle
Notary Public - State of Texas

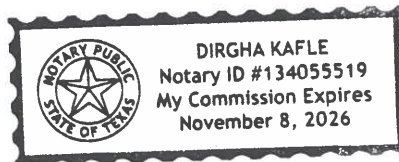


Exhibit B

PROPERTY DESCRIPTION

BEGINNING at a 5/8" iron rod with an aluminum "Williamson County" cap located in the southwest right-of-way line of County Road 279, also known as Bagdad Road, being the northeast corner of the remainder of said 4.92 acre tract, the northwest corner of that called 0.375 acre tract of land deeded to Williamson County, recorded in Document No. 2023044242, Official Public Records, Williamson County, Texas, being in the southeast line of that called 5.03 acre tract of land recorded in Document No. 9661705, Official Public Records, Williamson County, Texas, said point being the northeast corner of the herein described tract of land;

1. **Thence**, with the southwest right-of-way line of County Road 279, a southwest line of said 0.375 acre tract, a northeast line of the remainder of said 4.92 acre tract, **S 10° 06' 50" E**, a distance of **403.88'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in the southwest right-of-way line of County Road 279, a southwest line of said 0.375 acre tract, a northeast line of the remainder of said 4.92 acre tract, said point being the southeast corner of the herein described tract of land which bears N 10° 06' 50" W, a distance of 13.22' from a 5/8" iron rod located for an angle point of said 0.375 acre tract;

2 **Thence**, departing the southwest right-of-way line of Bagdad Road, across the remainder of said 4.92 acre tract, **S 67° 54' 43" W**, a distance of **420.79'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in the southwest line of the remainder of said 4.92 acre tract, the northeast line of that called 2.50 acre tract of land recorded in Document No. 2015042340, Official Public Records, Williamson County, Texas, said point being the southwest corner of the herein described tract of land which bears N 20° 15' 04" W, a distance of 38.30' from a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in the northwest right-of-way line of County Road 281 at the southwest corner of the remainder of said 4.92 acre tract;

3. **Thence**, with the southwest line of the remainder of said 4.92 acre tract, the northeast line of said 2.50 acre tract, **N 20° 15' 04" W**, a distance of **410.86'**, to a 4" cedar fence post located for the northwest corner of the remainder of said 4.92 acre tract, the southwest corner of said 5.03 acre tract, being in the northeast line of said 2.50 acre tract, said point being the northwest corner of the herein described tract of land;

4 **Thence**, with the northwest line of the remainder of said 4.92 acre tract, the southeast line of said 5.03 acre tract, **N 69° 43' 32" E**, a distance of **491.65'**, to the **POINT OF BEGINNING** containing **4.227 acres** of land.

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 the Bagdad Real Estate, 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 ____ day of _____, 20__.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Todd Parton, City Manager

Subject Property

(see attached)



FIELD NOTES FOR A 4.586 ACRE TRACT OF LAND:

BEING A 4.586 ACRE TRACT OF LAND, LOCATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393, WILLIAMSON COUNTY, TEXAS; SAID 4.586 ACRE TRACT, BEING THE REMAINING PORTION OF THAT CALLED 4.92 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2022030204, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 4.586 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod with an aluminum "Williamson County" cap located in the southwest right-of-way line of County Road 279, also known as Bagdad Road, being the northeast corner of the remainder of said 4.92 acre tract, the northwest corner of that called 0.375 acre tract of land deeded to Williamson County, recorded in Document No. 2023044242, Official Public Records, Williamson County, Texas, being in the southeast line of that called 5.03 acre tract of land recorded in Document No. 9661705, Official Public Records, Williamson County, Texas, said point being the northeast corner of the herein described tract of land and being the beginning of a curve to the left;

Thence, with the southwest right-of-way line of County Road 279, the southwest lines of said 0.375 acre tract the northeast lines of the remainder of said 4.92 acre tract, the following two (2) courses and distances:

1. **S 10° 06' 50" E**, a distance of **417.09'**, to a 5/8" iron rod with an aluminum "Williamson County" cap located for an angle point of the herein described tract of land;
2. **S 30° 27' 22" W**, a distance of **41.90'**, to a 5/8" iron rod with an aluminum "Williamson County" cap located at the intersection of the southwest right-

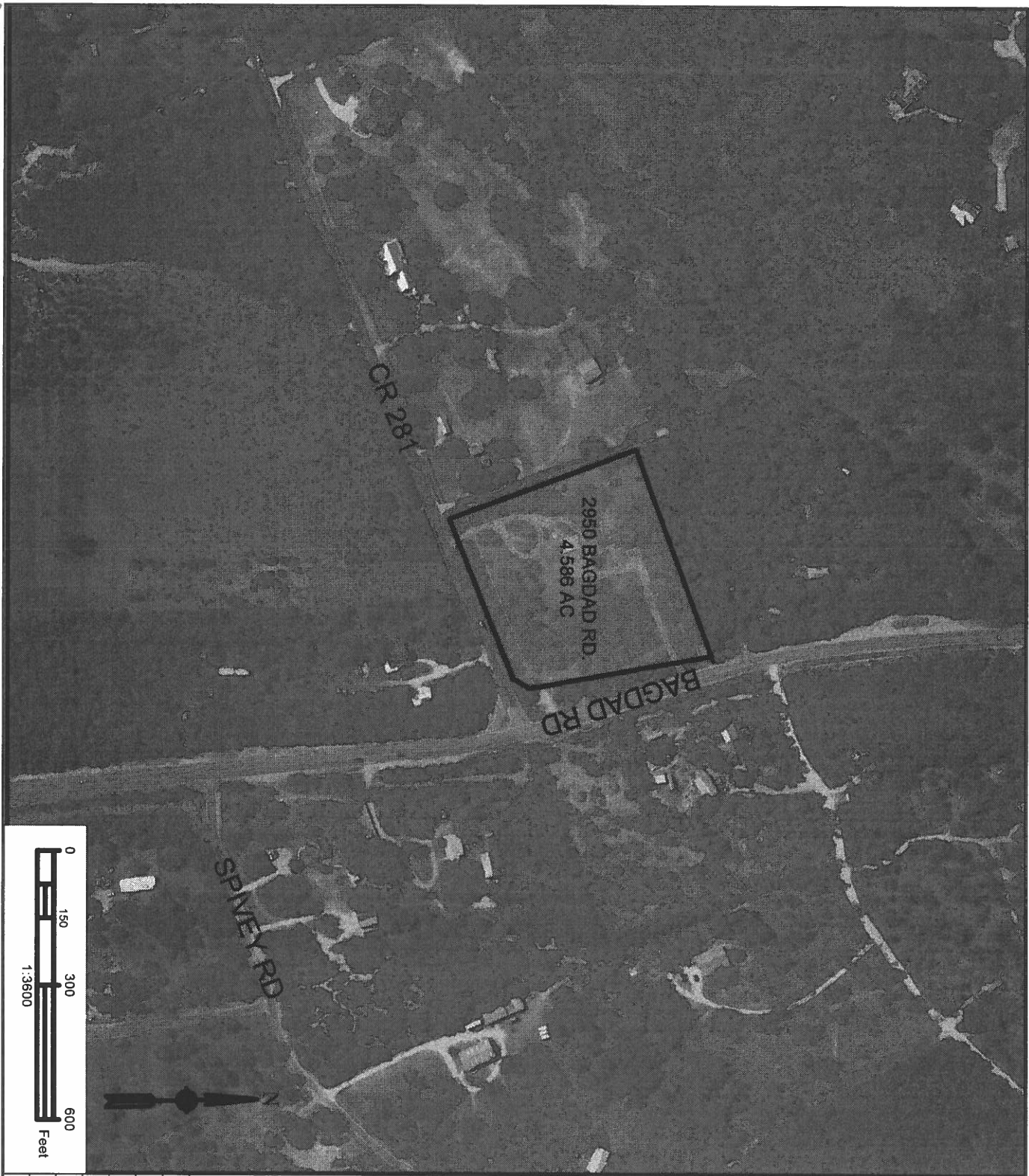
of-way line of County Road 279 and the northwest right-of-way line of County Road 281, being an angle point of said 0.375 acre tract, an angle point of the remainder of said 4.92 acre tract, said point being the southeast angle point of the herein described tract of land;

3. **Thence**, with the northwest right-of-way line of County Road 281, the southeast line of the remainder of said 4.92 acre tract, **S 67° 55' 49" W**, a distance of **386.01'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in the northwest right-of-way line of County Road 281, being the southwest corner of the remainder of said 4.92 acre tract, the southeast corner of that called 2.50 acre tract of land recorded in Document No. 2015042340, Official Public Records, Williamson County, Texas, said point being the southwest corner of the herein described tract of land;
4. **Thence**, departing the northwest right-of-way line of County Road 281, with the southwest line of the remainder of said 4.92 acre tract, the northeast line of said 2.50 acre tract, **N 20° 15' 04" W**, a distance of **449.17'**, to a 4" cedar fence post located at the northwest corner of said 4.92 acre tract, the southwest corner of said 5.03 acre tract, being in the northeast line of said 2.50 acre tract, said point being the northwest corner of the herein described tract of land;
5. **Thence**, with the northwest line of said 4.92 acre tract, the southeast line of said 5.03 acre tract, **N 69° 43' 32" E**, a distance of **491.65'**, to the **POINT OF BEGINNING** containing **4.586 acres** of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.




Travis L. Quicksall RPLS #6447
Date: 06/26/2023
Job #23-0076



PREPARED FOR:
BAGDAD REALESTATE, LLC
 5522 JENOLAN RIDGE LANE
 SUGAR LAND, TX 77479

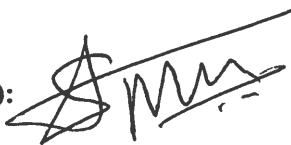
No.	DATE	DESCRIPTION	BY

**2905 BAGDAD RD.
 LOCATION MAP**

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

Sheet Index:	
Date:	
Scale:	
Check By:	
Drawn By:	
Sheet No:	
Project No:	

LANDOWNER(S):



By: Bagdad Real Estate, LLC
Name: Samir Maredia
Title: Manager

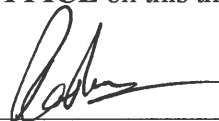
Address 5522 Jenolan Ridge Lane
Sugar Land, TX 77479
County Fort Bend

STATE OF TEXAS §
COUNTY OF FORT BEND §

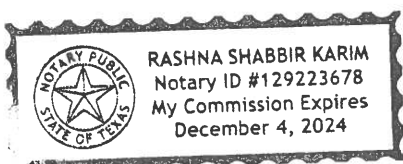
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared SAMIR MAREDIA, on behalf of Bagdad Real Estate, LLC, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, 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 01 day of May 2024.

(SEAL)



Notary Public - State of Texas



LANDOWNER(S):



By: Bagdad Real Estate, LLC
Name: Riyaz Sunesara
Title: Member

Address 7603 Redmeond Court
Sugar Land, TX 77479
County Fort Bend

STATE OF TEXAS

§

COUNTY OF FORT BEND

§

§

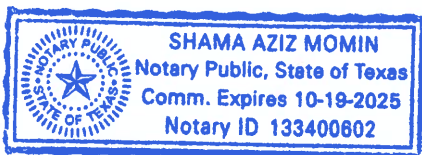
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared RIYAZ SUNESARA, on behalf of Bagdad Real Estate, LLC, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, 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 30th day of APRIL 2024.

(SEAL)



Notary Public - State of Texas



LANDOWNER(S): subna

By: Bagdad Real Estate, LLC
Name: Zaharaben Dhuka zabna
Title: Manager

Address 4202 Steep Rock Lane
Austin, TX 78732
County Travis

STATE OF TEXAS §
§
COUNTY OF Williamson §

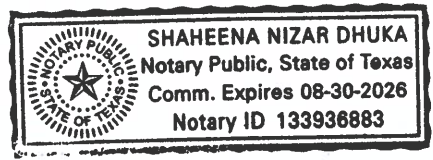
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Zaharaben Zulfekarak Dhuka, on behalf of Bagdad Real Estate, LLC, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing 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 2nd day of May 2024

(SEAL)

Shaheena

Notary Public - State of Texas



LANDOWNER(S):

By: Bagdad Real Estate, LLC
Name: Moez Momin 
Title: Registered Agent

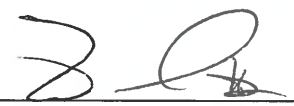
Address 1613 Bellini Drive
Leander, TX 78641
County Williamson

STATE OF TEXAS §
COUNTY OF Davis §

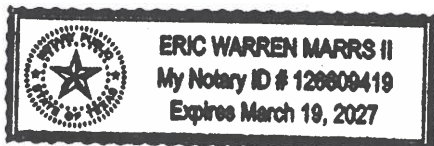
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared MOEZ MOMIN, on behalf of Bagdad Real Estate, LLC, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, 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 6th day of May 2027.

(SEAL)



Notary Public - State of Texas



LANDOWNER(S):

By: Bagdad Real Estate, LLC
Name: Moiz Maknojia
Title: Manager

Address 1613 Bellini Drive
Leander, TX 78641
County Williamson

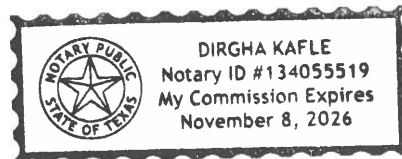
STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Moiz Maknojia, on behalf of Bagdad Real Estate, LLC, 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 1st day of May 2024.

(SEAL)

Dirgha Kafle
Notary Public - State of Texas



RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, TO PROVIDE NOTICE OF ANNEXATION OF RIGHT-OF-WAY CONSISTING OF A PORTION OF BAGDAD ROAD AND CR 281 OWNED AND MAINTAINED BY WILLIAMSON COUNTY LOCATED IN WILLIAMSON COUNTY, TEXAS; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander (the, “City”) desires to annex a portion of CR 281 owned and maintained by Williamson County contiguous to a parcel of land that is being annexed simultaneously by petition of the landowners; and

WHEREAS, municipalities may annex right-of-way if the city provides notice of the intent to annex the right-of-way at least 61 days prior to the annexation and the owner of the right-of-way does not submit a written objection to the proposed annexation pursuant to Texas Local Government Code § 43.1055; and

WHEREAS, the City has provided notice to Williamson County on the 3rd day of January, 2025.

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. Annexation of Right-of-Way. The City desires to annex that portion of CR 281 owned and maintained by Williamson County as depicted in **Exhibit A** attached hereto and incorporated by reference herein for all purposes and has provided notice of this intent to annex this right of way on the 3rd day of January, 2025.

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 ____ day of _____, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

Proposed Right-of-Way Annexation

(See Attached)



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

Approval of a Resolution of the City of Leander, Texas accepting the petition for the Oakwood Hills Annexation Case A-24-0015 and the adjacent right-of-way (ROW) of Nameless Road Annexation Case A-25-0019 regarding the voluntary annexation of 337.292 acres $\pm$ in size, more particularly described by Travis Central Appraisal District as Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and the portion of the abutting ROW known as Nameless Road and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.

BACKGROUND:

This resolution commences the voluntary annexation of 337.292 acres $\pm$ as described above. The resolution sets the public hearing for March 6, 2025, and the readings of the ordinance for March 6, 2025, and April 3, 2025.

Approval of this item does not approve the annexation. Zoning Case Z-24-0124 is associated with this annexation.

HISTORY/TIMELINE:

APPLICANT/AGENT:

ViewPoint Engineering (Luke Caraway) on behalf of 23244 Nameless Rd, LLC. (Dharma Rajah)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. A-24-0015 Att 1 Oakwood Hills Resolution
2. A-25-0020 Att 2 Oakwood Hills Resolution Right of Way
3. A-24-0015 & A-25-0019 Att 3 Location Map - Oakwood Hills

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 337.292 ACRES, MORE OR LESS, OF LAND LOCATED IN TRAVIS COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain property located within Travis 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 B** 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 337.292-acre tract of land situated in the D. & W.R.R. Co Survey No. 95, Abstract No. 244, the W.F. Fisk Survey No. 191, Abstract No. 2627, the B. Bilberry Survey No. 550, Abstract No. 148, the Fred Lohmann Survey S.F. 14974, Abstract No. 2758, the L.S. Bilberry Survey No. 552, Abstract No. 147, the J.P. Colley Survey No. 190, S.F. 7951, Abstract No. 2738 and the J.J. White Survey No. 63, Abstract No. 2262, Travis County, Texas, being all of that certain 256.491 acre tract of land as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document No. 2022079995, all of that certain 1.000 acre tract as described in a General Warranty Deed with Vendor' Lien to 23244 Nameless Rd LLC in Document No. 2022076004, all of that certain 76.816 acre tract of land as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document NO. 2022076184 and all of that certain 2.985 acre tract of land as described in a General Warranty Deed with Vendor's Lien in Document No. 2022076122 all in the Official Public Records of Travis County, Texas

A public hearing has been set for the date of **Thursday March 6, 2025**. 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 ____ day of _____, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

PETITION

(see attached)

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

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

WHEREAS, the undersigned is the owner of a certain area of land located within Travis County, Texas, such property being more particularly described hereinafter by true and correct legal description attached hereto as **Exhibit A**, which is abutted by the portion of right-of-way commonly known as Nameless Road shown in **Exhibit B** (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 C** 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:

All that certain tract or parcel of land, being 337.292 acres, more or less, located in Travis County, Texas, and being more particularly shown and described in **Exhibit A** attached hereto and incorporated herein for all purposes, and the portion of the abutting right-of-way known as Nameless Road, shown in **Exhibit B** attached hereto and incorporated 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 C**.

SECTION THREE: Acknowledges executing and entering into the agreement, attached hereto as Exhibit C, 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.

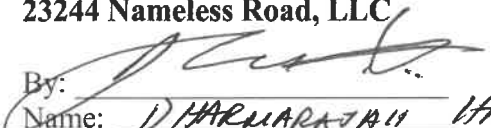
SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the written agreement regarding the provision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

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 Travis 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 ¹²14 day of JANUARY 2025, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner:

23244 Nameless Road, LLC

By: 

Name: DHANARAJALI HARIKUMAR DASATI

Title: MANAGER

STATE OF TEXAS

COUNTY OF

HARRIS

§
§
§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DHARMARAJAH HARIKUMAR RAJAH, 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 14th day of JAN. 2025.

(SEAL)



ChingLung Wang
Notary Public - State of Texas

Exhibit B

PROPERTY DESCRIPTION

(see attached)

LEGAL DESCRIPTION

BEING a 337.292-acre tract of land situated in the D. & W.R.R. Co Survey No. 95, Abstract No. 244, the W.F. Fisk Survey No. 191, Abstract No. 2627, the B. Bilberry Survey No. 550, Abstract No. 148, the Fred Lohmann Survey S.F. 14974, Abstract No. 2758, the L.S. Bilberry Survey No. 552, Abstract No. 147, the J. P. Colley Survey No. 190, S.F. 7951, Abstract No. 2738 and the J.J. White Survey No. 63, Abstract No. 2262, Travis County, Texas, being all of that certain 256.491 acre tract of land as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document No. 2022079995, all of that certain 1.000 acre tract as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document No. 2022076004, all of that certain 76.816 acre tract of land as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document NO. 2022076184 and all of that certain 2.985 acre tract of land as described in a General Warranty Deed with Vendor's Lien in Document No. 2022076122 all in the Official Public Records of Travis County, Texas; said 337.292 acres being more particularly described as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: at a 1/2-inch iron rod found on the eastern line of Tract 1 – 3300.659 as described in a Special Warranty Deed to the United State of America in Volume 11880, Page 372 of the Real Property Records of Travis County, Texas, further described as Tract 6 in Volume 8160, Page 725 of the Real Property Records of Travis County, Texas, for the Northwestern corner of the said 256.491 acre tract, a corner of that certain tract of land called to contain 145.4 acres as described in a Special Warranty Deed to Kathryn Jo Kotrla, Trustee of the Martha E. Kutscher Living Trust in Document No. 2012174537 of the Official Public Records of Travis County, Texas and being further described in Volume 1130, Page 62 of the Deed Records of Travis County, Texas, for the northwestern corner of this herein described tract;

THENCE: North 88°29'54" East a distance of 517.76 feet along the southern line of the said 145.4-acre tract, a northern line of the said 256.491-acre tract to a cotton spindle in a 4.5-inch Cedar Post found for a corner of the said 256.491 acre tract, the southeastern corner of the said 145.4 acre tract, a corner of the called 30.3-acre tract as described in a Warranty Deed to Joseph Dugone and Barbara Louise Dugone in Document No. 2022007172 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: South 01°58'39" East a distance of 558.09 feet along a line of the said 256.491-acre tract, a western line of the said 30.3-acre tract to a 60d Nail in Rock Mound found for a corner of the said 256.491-acre tract, the southwestern corner of the said 30.3-acre tract, for a corner of this herein described tract;

THENCE: North 88°45'45" East a distance of 253.21 feet along the southern line of the said 30.3-acre tract, a northern line of the said 256.491-acre tract to a 1/2-inch iron rod in rock mound found for the northwestern corner of the said B. Bilberry Survey No. 550, a corner of the said W.F. Fisk Survey No. 191, for a corner of this herein described tract;

THENCE: North 88°35'32" East a distance of 1015.57 feet continuing along a northern line of the said 256.491-acre tract, the southern line of the said 30.3-acre tract the northern line of the said B. Bilberry Survey No. 550 and the southern line of the said W.F. Fisk Survey No. 191 to a 3-inch Cedar Fence Post found for a corner of the said

B. Bilberry Survey, a corner of the W.F. Fisk Survey, a corner of the said 256.491-acre tract, the southeastern corner of the said 30.3-acre tract and the southwestern corner of the remainder of Tract 2 called to contain 11.667 acres as described in a General Warranty Deed to Darrell J. Leslie in Volume 12424, Page 1639 of the Real Property Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: South 62°13'57" East a distance of 609.26 feet along the southwestern line of the remainder of the said 11.667-acre tract, a line of the said 256.491-acre tract, a northeastern line of the said B. Billberry Survey No. 550, a southwestern line of John Bilberry Survey No. 612, Abstract No. 82 to a 1/2-inch iron rod found for a corner of the remainder of the said 11.667-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract, from which an axle found for the southeastern corner of the said John Bilberry Survey No. 612, the easternmost northeastern corner of the said B. Billberry Survey No. 550, a corner of the J.P. Colley Survey No. 190 bears South 62°14'39" East a distance of 1167.60 feet;

THENCE: South 17°16'19" East a distance of 274.88 feet along an eastern line of the said 0.43-acre tract, a line of the remainder of the said 11.667-acre tract, to a 1/2-inch iron pipe found for a corner of the remainder of the said 11.667-acre tract, a corner of the said 256.491-acre tract, a corner of a called 11.36-acre tract as described in a Warranty Deed to Darrell J. Leslie in Volume 12738, Page 2544 of the Real Property Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: South 00°53'25" East a distance of 651.13 feet along a line of the said 256.491-acre tract, the western line of the said 11.36-acre tract to a 1/2-inch iron rod with cap stamped "3DS Land Surveying" found for a corner of the said 256.491-acre tract, the southwestern corner of the said 11.36-acre tract, the western corner of a called 0.31-acre tract as described in a Warranty Deed to Darrell J. Leslie in Document No. 20110201471 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: South 87°26'34" East a distance of 570.21 feet along a southern line of the said 0.31-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod with yellow cap found for a corner of the said 0.31-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 77°23'38" East a distance of 138.84 feet to a 1/4-inch iron pipe found for the easternmost corner of the said 0.31-acre tract, a corner of the said 11.36-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 78°19'47" East a distance of 83.60 feet to a 1/2-inch iron pipe found on the western line of a called 4.06-acre tract as described in a General Warranty Deed to Ola Colley Donahue in Document No. 2002198607 of the Official Public Records of Travis County, Texas, for the southeastern corner of the said 11.36-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: South 11°31'16" East a distance of 383.50 feet along a western line of the said 4.06-acre tract, an eastern line of the said 256.491-acre tract to a calculated point in or near the center of a creek, for a corner of the said 4.06-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: South 06°28'38" West a distance of 447.19 feet continuing along a western line of the said 4.06-acre tract, an eastern line of the said 256.491-acre tract to a calculated point in or near the center of a creek, for a

corner of the said 256.491-acre tract, a corner of the said 4.06-acre tract, the northwestern corner of a called 6.166 acre tract as described in a General Warranty Deed to Robie L. Rehse in Document No. 2006018989 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract, from which a T-Post found bear North 77°01'20" East a distance of 9.73 feet;

THENCE: South 06°47'20" West a distance of 226.87 feet along the western line of the said 6.166-acre tract, an eastern line of the said 256.491-acre tract to a 5/8-inch iron rod found on the southern line of the said B. Bilberry Survey No. 550, for the southwestern corner of the said 6.166-acre tract, a corner of the remainder of the said 157.30-acre tract, the northwestern corner of a called 6.115 acre tract as described in a General Warranty Gift Deed to Carlos Lucas in Document No. 2013119490 of the Official Public Records of Travis County, Texas, the westernmost northwestern corner of the Mrs. Maude Lohmann Survey, S.F. 15082, Abstract No. 2759, the northeastern corner of the Fred Lohmann Survey, S.F. 14974, Abstract No. 2758, for a corner of this herein described tract;

THENCE: South 01°05'25" West a distance of 382.36 feet along the western line of the said 6.115-acre tract, and eastern line of the said 256.491-acre tract, the western line of the said Mrs. Maude Lohmann Survey, the easternmost line of the said Fred Lohmann Survey to a 5/8-inch iron rod found on the northern line of a called 80 acre tract as described in a Deed from the Veterans Land Board of the State of Texas to Robert L. Morriss in Volume 12058, Page 1672 of the Real Property Records of Travis County, Texas further described in Volume 1501, Page 349 of the Deed Records of Travis County, Texas, the northern line of L.S. Bilberry Survey No. 552, for the southwestern corner of the said 6.115-acre tract, for a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 87°33'07" East a distance of 650.45 feet along the southern line of the said 6.115-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod with cap stamped "RPLS 3991" found for the southeastern corner of the said 6.115-acre tract, the southwestern corner of a called 1.330-acre tract as described in a Correction General Warranty Deed to Nancy Gantt Whiddon in Document No. 2013119489 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: North 87°35'10" East a distance of 235.10 feet along the southern line of the said 1.330-acre tract to a 3/4-inch iron pipe with 60d nail inside for the southeastern corner of the said 1.330-acre tract, the southeastern corner of the said Mrs. Maude Lohmann Survey, the northeastern corner of the said L.S. Bilberry Survey No. 552, a corner of the said 256.491-acre tract on the western line of J.J. White Survey No. 63, for a corner of this herein described tract;

THENCE: North 01°39'07" West along the eastern line of the said 1.330-acre tract, the eastern line of the said 6.115-acre tract, the eastern line of the said Mrs. Maude Lohmann Survey, the Western line of the said J.J. White Survey No. 63, a line of the said 256.491-acre tract at 355.49 feet pass a 1/2-inch iron pipe found for the northeastern corner of the said 6.115-acre tract, the southeastern corner of the said 6.166-acre tract, **a distance in all of 465.32 feet** to a 1/2-iron pipe found for a corner of the said 256.491-acre tract, the northwestern corner of the said J.J. White Survey No. 63, the southwestern corner of the J.P. Colley Survey No. 190, for the southwestern corner of Lot 3 of the Jackson Addition as shown on a plat recorded in Document No. 201400062 of the Plat Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: North 78°54'43" East a distance of 142.53 feet along the southern line of the said Jackson Addition, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said Jackson Addition, for a corner of this herein described tract;

THENCE: North 78°40'49" East a distance of 288.31 feet continuing along the southern line of the said Jackson Addition to a 1/2-inch iron rod found on the southwestern line of Nameless Road (R.O.W. Varies), for the southeastern corner of the said Jackson Addition, for a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: South 19°16'31" East a distance of 159.03 feet along the southwestern line of said Nameless Road, an eastern line of the said 256.491-acre tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 256.491-acre tract, a corner of said Nameless Road, for a corner of this herein described tract;

THENCE: Continuing along an eastern line of the said 256.491-acre tract, a southwestern line of said Nameless Road, with a non-tangent curve to the left having a Delta angle of 61°42'00", a Radius of 613.07 feet, an Arc length of 660.20 feet with the chord of the curve South 50°09'52" East a distance of 628.76 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 256.491-acre tract, a corner of the said Nameless Road, for a corner of this herein described tract;

THENCE: South 81°00'52" East a distance of 9.54 feet continuing along an eastern line of the said 256.491-acre tract, a southwestern line of said Nameless Road to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 256.491-acre tract, a corner of said Nameless Road, for a corner of this herein described tract;

THENCE: Continuing along an eastern line of the said 256.491-acre tract, a southwestern line of said Nameless Road, with a non-tangent curve to the right having a Delta angle of 12°07'09", a Radius of 572.96 feet, an Arc length of 121.19 feet with the chord of the curve South 76°47'15" East a distance of 120.97 feet to a 1/2-inch iron rod found for a corner of the said 256.491-acre tract, the northernmost corner of a called 48.136-acre tract as described in a Quit Claim Deed to Cecelia A. Fortney, Trustee of the Cecelia A. Fortney Revocable Trust Agreement dated January 23, 2018 in Document No. 2018075941 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: South 35°57'08" West a distance of 803.00 feet along a northwestern line of the said 48.136-acre tract, a southeastern line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 48.136-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: South 84°48'17" West a distance of 586.05 feet along a northern line of the said 48.136-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for the northwestern corner of the said 48.136-acre tract, the described ending point of a boundary line agreement as described in Volume 2673, Page 38 of the Deed Records of Travis County, Texas between Mrs. Hilda Alley, George A. and Ruby Roberta Agnew, Jim and Hazel Lindeman and Allwyn G. Gallaway, for a corner of this herein described tract;

THENCE: South 01°53'56" East a distance of 267.54 feet along the western line of the said 48.136-acre tract, a line of the said boundary line agreement to a 15-inch Cedar Tree found for a corner of the said 48.136-acre tract, a corner of the said boundary line agreement, for a corner of this herein described tract;

THENCE: South $06^{\circ}16'30''$ East a distance of 34.36 feet continuing along a western line of the said 48.136-acre tract, a line of the said boundary line agreement to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 256.491-acre tract on the western line of the said 48.136-acre tract, a line of the said boundary line agreement, for a corner of this herein described tract;

THENCE: South $17^{\circ}24'30''$ East a distance of 62.63 feet continuing along a western line of the said 48.136-acre tract, a line of the said boundary line agreement to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 256.491-acre tract, a corner of the said 76.816-acre tract, for a corner of this herein described tract;

THENCE: South $17^{\circ}24'30''$ East a distance of 83.32 feet with the said boundary line agreement and the western line of the said 48.136-acre tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said boundary line agreement, a corner of the said 48.136-acre tract, for a corner of this herein described tract;

THENCE: South $14^{\circ}05'49''$ East a distance of 33.94 feet continuing with said boundary line agreement, the western line of the said 48.136-acre tract to a 60d Nail found for a corner of the said boundary line agreement, a corner of the said 48.136-acre tract, for a corner of this herein described tract;

THENCE: South $00^{\circ}38'18''$ West a distance of 129.83 feet continuing with the said boundary line agreement, the western line of the said 48.136-acre tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said boundary line agreement, a corner of the said 48.136-acre tract, for a corner of this herein described tract;

THENCE: South $00^{\circ}17'14''$ East continuing along the said boundary line agreement, a western line of the said 48.136-acre tract, at a distance of 28.15 feet pass a 1/2-inch iron rod found online, **a distance in all of 403.00 feet** to a 8-inch Live Oak Tree found for a corner of the said boundary line agreement, a corner of the said 48.136-acre tract for a corner of this herein described tract;

THENCE: South $18^{\circ}04'16''$ West a distance of 157.03 feet continuing with the said boundary line agreement, a western line of the said 48.136-acre tract passing the eastern line of the said L.S. Bilberry Survey No. 552, the western line of the said J.J. White survey to a nail in a 15-inch Cedar Tree found for a corner of the said boundary line agreement, a corner of the said 48.136-acre tract, for a corner of this herein described tract;

THENCE: South $07^{\circ}05'51''$ West a distance of 135.65 feet continuing with the said boundary line agreement, a western line of the said 48.136-acre tract to a 24-inch Cedar Tree found for a corner of the said boundary line agreement, a corner of the said 48.136-acre tract, for a corner of this herein described tract;

THENCE: South $04^{\circ}56'39''$ West a distance of 122.34 feet continuing with the said boundary line agreement a western line of the said 48.136-acre tract to a 1/2-inch iron rod found for a corner of the said boundary line agreement, the southwestern corner of the said 48.136-acre tract, for a corner of this herein described tract;

THENCE: South 75°05'26" East a distance of 92.39 feet continuing with said boundary line agreement, a southern line of the said 48.136-acre tract to a 1/2-inch iron rod found for the northwestern corner of the said 16.335-acre tract in Document No. 2021051110, for a corner of this herein described tract;

THENCE: South 00°59'06" East a distance of 238.15 feet with the western line of the said 16.335-acre tract to a 1/2-inch iron rod found for a corner of the said 16.335-acre tract, the southwestern corner of the said J.J. White Survey No. 63, a corner of the said G.W. Wheeler Survey No. 2, for a corner of this herein described tract;

THENCE: South 02°18'26" East a distance of 226.30 feet continuing with the western line of the said 16.335-acre tract, the eastern line of the said L.S. Bilberry Survey No. 552, a line of the said G.W. Wheeler Survey No. 2 to a Cedar Hub found for the southeastern corner of the said 76.816-acre tract, the southeastern corner of the said L.S. Bilberry Survey No. 552, a corner of the G.W. Wheeler Survey No. 2, Abstract No. 2559, the same being a corner of a called 16.335 acre tract of land in a General Warranty Deed to JNJ Enterprises, LLC in Document No. 2021051110 of the Official Public Records of Travis County, Texas and the northeastern corner of a called 17.0 acre tract of land as described in a Deed to David C. Wallace in Volume 9591, Page 514 of the Real Property Records of Travis County, Texas, for the southeastern corner of this herein described tract;

THENCE: South 87°41'18" West along the southern line of the said 76.816-acre tract, the southern line of the said L.S. Bilberry Survey No. 552, the northern line of the said G.W. Wheeler Survey No. 2 and line of the Wiley Pope Survey No. 2, Abstract No. 2556, at 27.34 feet pass a 2-inch Cedar fence post found 1.75 feet south of the line for a corner of the said 17.0-acre tract, at 433.28 feet pass a 16-inch Cedar Tree found 7.0 feet south of the line for the northwestern corner of the said 17.0 acre tract, the northeastern corner of a called 99.95-acre tract as described in a General Warranty Deed to Schwertner Farms, Inc in Document No. 2007086046 of the Official Public Records of Travis County, Texas, at 488.12 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 8.14 feet south of the line for a corner of the said 99.95-acre tract, at 551.23 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 2.11 feet south of the line for a corner of the said 99.95-acre tract, at 600.85 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 0.79 feet south of the line for a corner of the said 99.95-acre tract, at 671.13 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 1.98 feet south of the line for a corner of the said 99.95-acre tract, at 908.88 feet pass a 1/2-inch iron rod with cap stamped "Maple RPLS 5043" found 2.92 feet south of the line for a corner of the said 99.95-acre tract, at 1085.03 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 1.41 feet south of the line for a corner of the said 99.95-acre tract, at 1375.75 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 2.30 feet south of the line for the northwestern corner of the said 99.95-acre tract, the northeastern corner of a called 98.47-acre tract as described in a General Warranty Deed to Schwertner Farms, Inc in Document No. 2007086047 of the Official Public Records of Travis County, Texas, at 1836.63 feet pass a nail in a 14-inch Cedar tree found 3.84 feet south of the line for a corner of the said 98.47-acre tract, at 2036.72 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 2.57 feet south of the for a corner of the said 98.47-acre tract, at 2146.15 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 2.78 feet south of the line for a corner of the said 98.47-acre tract, at 2321.26 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 2.63 feet south of the line for a corner of the said 98.47-acre tract, at 2612.94 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 0.22 feet north of the line for a corner of the said 98.47 acre tract, **a distance in all of 2640.19 feet** to a 1/2-inch iron rod in stone mound found for the southwestern corner of the said 76.816-acre tract, the southwestern corner of this herein described tract, the southwestern corner of the said L.S. Bilberry Survey No. 552, a corner of the said Wiley Pope Survey No. 2, the southeastern



corner of a called 58.62-acre tract as described in a Warranty Deed to Joseph F. Lamoreux in Document No. 2018095795 of the Official Public Records of Travis County, Texas, from which a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found for the called northwestern corner of the said 98.47-acre tract in conflict with this tract bears North 16°41'32" West a distance of 4.12 feet, another 1/2-inch iron rod found bears South 73°43'57" West a distance of 6.92 feet;

THENCE: North 02°38'14" West along the western line of the said 76.816-acre tract, the eastern line of the said 58.62-acre tract, the western line of the said L.S. Bilberry Survey No. 552, the eastern line of the said Wiley Pope Survey No. 2, the eastern line of a called 10.348-acre tract as described in a Special Warranty Deed to David & Laura Dow Trust in Document No. 2007204202 of the Official Public Records of Travis County, Texas, at 830.75 feet pass a calculated point for the northeastern corner of the said 58.62-acre tract, the southeastern corner of the said 10.348-acre tract from which a 1/2-inch iron rod with cap stamped "Baker Aicklen" found bears South 82°22'26" West a distance of 3.30 feet, at 1127.19 feet pass a Mag Nail found, **a distance in all of 1316.91 feet** to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for the northwestern corner of the said 76.816-acre tract, the southwestern corner of the said 256.491-acre tract, from a corner of this herein described tract;

THENCE: North 02°38'14" West a distance of 133.17 feet along the western line of the said 256.491-acre tract, the eastern line of the said 10.348-acre tract to a 1/2-inch iron rod found for the northeastern corner of the said 10.348-acre tract, the northeastern corner of the said Wiley Pope Survey No. 2, the southernmost southeastern corner of the said Fred Lohmann Survey, the southeastern corner of a called 100.35-acre tract of land as described in a Deed to David and Laura Dow Revocable Trust in Document No. 2005130955 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: North 02°32'09" West a distance of 1183.74 feet along the western line of the said 256.491-acre tract, the eastern line of the said 100.35-acre tract to a 1/2-inch iron rod in stone mound found a corner of the said 100.35-acre tract, the northwestern corner of the said L.S. Bilberry Survey No. 552, a corner of the said Fred Lohmann Survey, a corner of the remainder of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 07°47'58" West a distance of 71.24 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod with cap stamped "3DS Land Surveying" found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 80°10'52" West a distance of 191.21 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 82°40'23" West a distance of 181.28 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 54°41'43" West a distance of 207.69 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 42°20'04" West a distance of 579.74 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 01°01'13" West a distance of 113.30 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 01°00'30" West a distance of 483.60 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: South 89°43'38" West a distance of 463.20 feet continuing along a line of the said 100.35 acre tract, a line of the said 256.491-acre tract to a 12-inch Live Oak Tree found for a westernmost southwestern corner of the said 256.491-acre tract, the northwestern corner of the said 100.35-acre tract, a corner of the said United State of America tract in Volume 11880, Page 372, for a corner of this herein described tract, from which a 3-inch U.S. Department of Interior Aluminum cap found bears North 00°58'31" West a distance of 5.00 feet and another 3-inch U.S. Department of Interior Aluminum cap found bears South 27°44'52" West a distance of 5.00 feet;

THENCE: North 01°10'26" West a distance of 1921.97 feet continuing with the western line of the said 256.491-acre tract, the eastern line of the said United States of America Tract to the POINT OF BEGINNING and CONTAINING an area of 337.292-acres of land.



Rex L. Hackett
Registered Professional Land Surveyor No. 5573
rhackett@jonescarter.com

7-15-2022
Date:



LEGEND

- IRON ROD FOUND
- IRON PIPE FOUND
- NAIL FOUND
- 5/8" IRON ROD SET W/CAP
- STAMPED "JONES/DARTER"
- TREE/CEDAR FENCE POST
- NAIL SET
- CALCULATED POINT
- () RECORD INFORMATION
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

KATHRYN JO KOTILA, TRUSTEE OF THE MARTHA E. KUTSCHER LIVING TRUST
SPECIAL WARRANTY DEED
DOC. NO. 201718437 O.P.R.T.C.T.
THE KUTSCHER RANCH, LTD.
SPECIAL WARRANTY DEED
DOC. NO. 201718438 O.P.R.T.C.T.
(MARTHA KUTSCHER)
(145.4 ACRES)
VOL. 1136, PG. 62 O.P.R.T.C.T.

MCKINNEY & WILLIAMS
SURVEY NO. 601
ABSTRACT NO. 574

W.F. FISK
SURVEY NO. 91
ABSTRACT NO. 2627

JOHN BILBERRY
SURVEY NO. 612
ABSTRACT NO. 82

D. & W.R.R. CO.
SURVEY NO. 95
ABSTRACT NO. 244

UNITED STATES OF AMERICA
SPECIAL WARRANTY DEED
TRACT 1 - 3300.659 ACRES
VOL. 1180, PAGE 372 O.P.R.T.C.T.
(TRACT 6 - VOL. 8160, PG. 725)

JOSEPH DUGONE & BARBARA LOUISE DUGONE
TRUSTEES OF THE HAWK VALLEY TRUST
WARRANTY DEED
30.3 ACRES
DOC. NO. 2022007172 O.P.R.T.C.T.

DARRELL J. LESLIE
GENERAL WARRANTY DEED
TRACT 2 - 11.867 ACRES
VOL. 12424, PG. 1639 R.P.R.T.C.T.

JO LANA LESLIE
WARRANTY DEED
28.31 ACRES
DOC. 2011020473 O.P.R.T.C.T.

J.P. COLLEY
SURVEY NO. 190
ABSTRACT NO. 2738
S.F. 7951

TRACT D
23244 NAMELESS RD LLC
GENERAL WARRANTY DEED
W/VENDOR'S LIEN
257.491 ACRES
DOC. 2022070885 O.P.R.T.C.T.

B. BILBERRY
SURVEY NO. 550
ABSTRACT NO. 148

W.T. COLLEY
ABST. NO. 2760
S.F. 15083

MRS. MAUDE LOHMAN
ABST. NO. 2759
S.F. 15082

CARLOS LUCAS
GENERAL WARRANTY
DEED
6.115 ACRES
DOC. 201319400 O.P.R.T.C.T.

TRACT A
23244 NAMELESS RD LLC
GENERAL WARRANTY DEED
1.000 ACRES
DOC. 2022070884 O.P.R.T.C.T.

L.S. BILBERRY
SURVEY NO. 552
ABSTRACT NO. 147

J.J. WHITE
SURVEY NO. 63
ABSTRACT NO. 2262

CECELIA A. FORTNEY, TRUSTEE OF THE
CECELIA A. FORTNEY REVOCABLE TRUST
AGREEMENT DATED JANUARY 31, 2016
QUIT CLAIM DEED
48.136 ACRES
DOC. NO. 2018075941 O.P.R.T.C.T.
(DOC. NO. 2018060086 O.P.R.T.C.T.)
(VOL. 13054, PG. 2012)

JNJ ENTERPRISES LLC
GENERAL WARRANTY DEED
16.133 ACRES
DOC. NO. 2021051110 O.P.R.T.C.T.

G.W. WHEELER
SURVEY NO. 2
ABSTRACT NO. 5559

SCHWERTNER FARMS, INC.
GENERAL WARRANTY DEED
80.47 ACRES
DOC. NO. 2007086047 O.P.R.T.C.T.

GENERAL NOTES:

- The boundary shown hereon is for exhibit purposes for the future boundary of a new Municipal Utility District.
- The boundary shown hereon encompasses land deeded in Clerk's File Volume 5079, Page 442, Volume 1501, Page 344, Volume 1501, Page 378, Volume 4856, Page 322, Number 2001082359 and land intended to be deeded to the same owner.

SURVEYOR'S CERTIFICATION

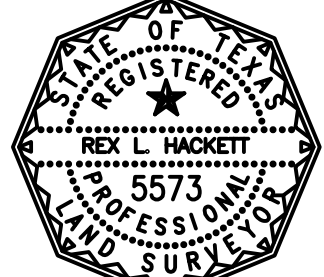
To: 23244 Nameless Rd LLC

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category IB Condition II Survey.

Drawing Date: September 7, 2022

Revised Date: September 9, 2022

Rex L. Hackett
Registered Professional Land Surveyor No. 5573
email: rhackett@quiddity.com



LINE TABLE			
LINE	BEARING	DISTANCE	
L1	N 02°30'14" W	135.17'	
L2	N 07°47'58" W	71.24'	
L3	N 80°10'52" W	191.21'	
L4	N 82°40'21" W	181.26'	
L5	N 54°41'43" W	207.69'	
L6	N 01°01'13" W	113.30'	
L7	N 78°54'43" W	142.53'	
L8	N 78°40'49" W	288.31'	
L9	S 19°16'31" E	159.03'	
L10	S 81°00'52" E	9.54'	
L11	S 01°53'56" E	267.54'	
L12	S 06°16'30" E	34.36'	
L13	S 17°24'30" E	62.63'	
L14	S 17°24'30" E	83.32'	
L15	S 00°38'18" W	129.83'	
L16	S 18°04'16" W	157.03'	
L17	S 04°56'39" W	122.34'	
L18	S 75°05'26" E	92.39'	
L19	S 00°59'06" E	238.15'	
L20	S 02°18'26" E	226.30'	
L21	S 27°48'56" W	194.42'	
L22	N 62°18'13" W	194.66'	
L23	N 77°23'38" E	138.64'	
L24	N 28°19'47" E	83.60'	
L25	N 8°16'10" E	235.10'	
L26	N 01°39'07" W	465.32'	
L27	S 14°05'49" E	33.94'	
L28	S 07°05'51" W	135.65'	

CURVE TABLE			
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH CHORD BEARING CHORD LENGTH
C1	613.07'	061°42'00"	660.20' S 50°09'52" E 628.76'
C2	372.96'	012°07'09"	121.19' S 76°47'15" E 120.97'

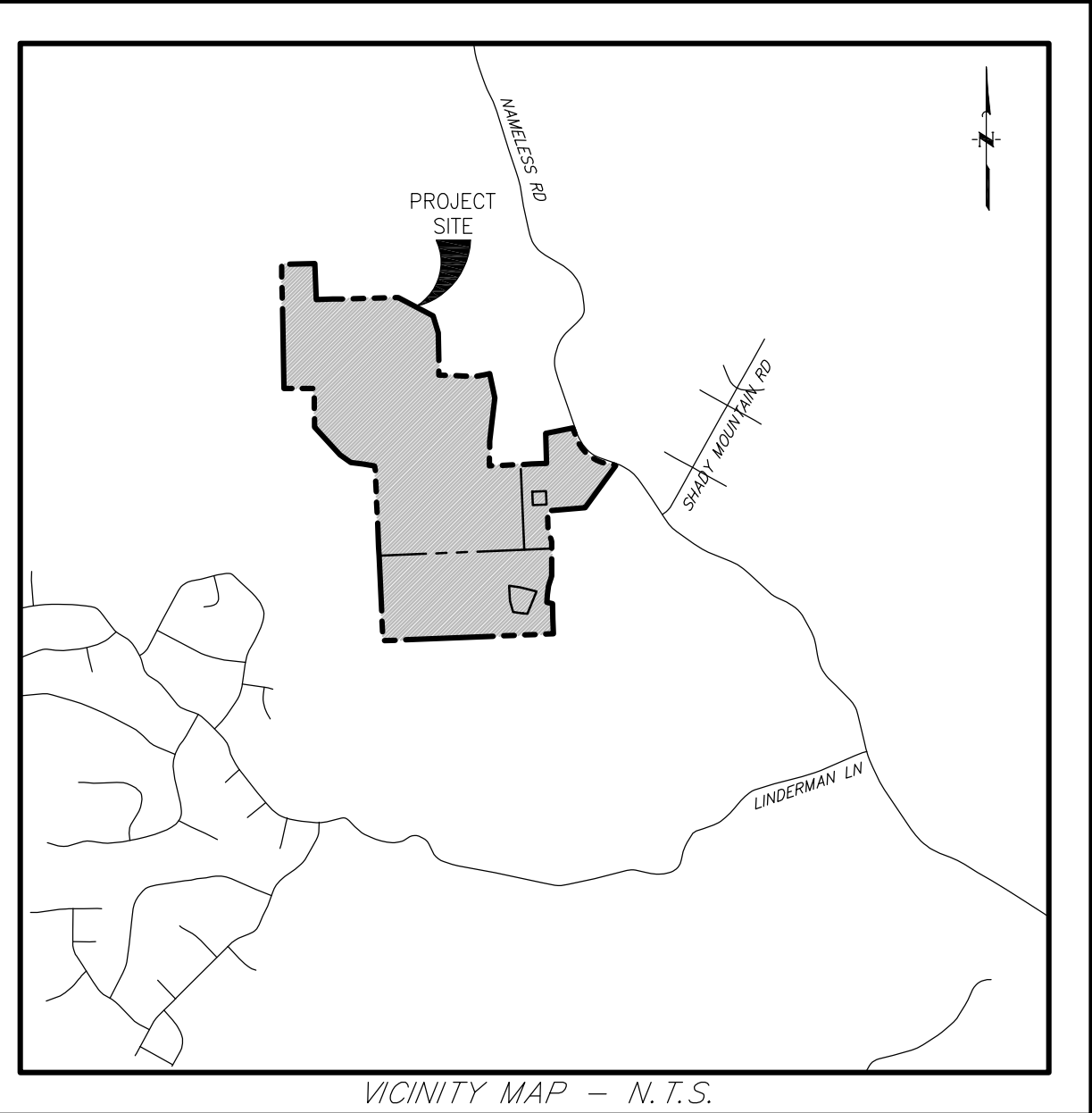


EXHIBIT OF 337.292 ACRES

OUT OF THE
L.S. BILBERRY SURVEY, A-147
D. & W.R.R. CO. SURVEY, A-244
W.F. FISK SURVEY, A-2627
B. BILBERRY SURVEY, A-148
J.J. WHITE SURVEY, A-2262
FRED LOHMAN, SURVEY, A-2758

CITY OF LEANDER,
TRAVIS COUNTY, TEXAS
SEPTEMBER 2022

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046300
3100 Alvin Devane Boulevard, Suite 1509 Austin, TX 78741-5121 443.9493

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 the 23244 Nameless Rd, 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.

(iii) In addition to the foregoing, Landowner acknowledges, understands, and agrees that the Landowner may not apply for building permits for more than 184 single-family residential lots located below the 965 foot elevation on the Subject Property until the completion of the water tower to be located at Hero Way. The Landowner further understands, acknowledges, and agrees that the City will reject or deny any building permit application that seeks approval of a building permit that will cause the number of lots on the Subject Property to exceed 184 single family residential lots or that are for lots located above the 965 foot elevation on the Subject Property before the completion of the Water Tower. Nothing herein is intended to create a reservation of capacity in the City's water 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 ____ day of _____, 20__.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Todd Parton, City Manager

LANDOWNER(S):

Signature: [Signature]

Name (print): DHARMARAJAH HARIKUMAR RAJAH

Title: MANAGER

Date: 01/29/2025

Signature: _____

Name (print): _____

Title: _____

Date: _____

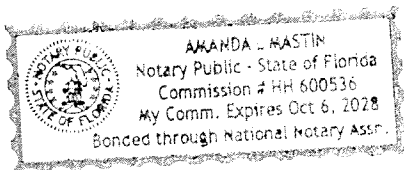
FLORIDA
~~STATE OF TEXAS~~ §
§
COUNTY OF BROWARD §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DHARMARAJAH HARIKUMAR RAJAH on behalf of 23244 Nameless Rd., LLC, 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 29 day of JANUARY 2025.

(SEAL)

[Signature]
Notary Public - State of ~~Texas~~
FLORIDA



RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, TO PROVIDE NOTICE OF ANNEXATION OF RIGHT-OF-WAY CONSISTING OF A PORTION OF NAMELESS ROAD OWNED AND MAINTAINED BY TRAVIS COUNTY LOCATED IN TRAVIS COUNTY, TEXAS; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander (the, “City”) desires to annex a portion of Nameless Road owned and maintained by Travis County contiguous to a parcel of land that is being annexed simultaneously by petition of the landowners; and

WHEREAS, municipalities may annex right-of-way if the city provides notice of the intent to annex the right-of-way at least 61 days prior to the annexation and the owner of the right-of-way does not submit a written objection to the proposed annexation pursuant to Texas Local Government Code § 43.1055; and

WHEREAS, the City has provided notice to Travis County on the 3rd day of January, 2025.

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. Annexation of Right-of-Way. The City desires to annex that portion of Nameless Road owned and maintained by Travis County as depicted in **Exhibit A** attached hereto and incorporated by reference herein for all purposes and has provided notice of this intent to annex this right of way on the 3rd day of January 2025.

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 ____ day of _____, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

Proposed Right-of-Way Annexation

(See Attached)



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

Approval of a Resolution of the City of Leander, Texas accepting the petition for the Oak Grove Estates Annexation Case A-24-0016 and the adjacent right-of-way (ROW) of CR 175 Annexation Case A-25-0020 regarding the voluntary annexation of 20.536 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R392186, and the portion of the abutting ROW known as CR 175; and generally located east of CR 175, approximately 250 feet north of Carthage Street, Leander, Williamson County, Texas.

BACKGROUND:

This resolution commences the voluntary annexation of 20.539 acres $\pm$ as described above. The resolution sets the public hearing for March 6, 2025, and the readings of the ordinance for March 6, 2025, and March 20, 2025.

Approval of this item does not approve the annexation. Comprehensive Plan Amendment CPA-24-0015 and Zoning Case Z-24-0147 are associated with this annexation.

HISTORY/TIMELINE:

APPLICANT/AGENT:

CR 175 Investments, LLC. (Josh Becker)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. A-24-0016 Att 1 Oak Grove Estates - Resolution
2. A-25-0020 Att 2 Oak Grove Estates - Resolution Right of Way
3. A-24-0016 & A-25-0020 Att 3 Oak Grove Estates - Location Map

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 20.536 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 Properties:

Tract 1:

Being a 16.142 acre tract of land situated in the M. Hicks Survey, Abstract No. 287, in Williamson County, Texas, being the remaining portion of a called 71.33 acre tract as conveyed to Larry J. Pyle and Doris Marie Pyle Revocable Living Trust by deed recorded in Document No. 1998017109 of the Official Public Records of Williamson County, Texas.

Tract 2:

Being a 4.394 acre tract of land situated in the M. Hicks Survey, Abstract No. 287, in Williamson County, Texas, being all of a called 4.39 acre tract as conveyed to Roger W. Pyle by deed recorded in Document No. 1999014194, Official Public Records of Williamson County, Texas.

A public hearing has been set for the date of **Thursday March 6, 2025**. 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 6th day of February, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

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:

All that certain tract or parcel of land, being 20.536 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described in **Exhibit B** attached hereto and incorporated 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

Exhibit B
PROPERTY DESCRIPTION
(SEE ATTACHED)

Property Description
16.142 Acres
Tract 1

Being a 16.142 acre tract of land situated in the M. Hicks Survey, Abstract No. 287, in Williamson County, Texas, being the remaining portion of a called 71.33 acre tract as conveyed to Larry J. Pyle and Doris Marie Pyle Revocable Living Trust by deed recorded in Document No. 1998017109 of the Official Records of Williamson County, Texas (O.R.W.C.T.), said 16.142 acre tract, as shown on the accompanying sketch, being more particularly described by metes and bounds as follows:

BEGINNING at a ½-inch iron rod found marking the northwest corner of a called 13.96 acre tract conveyed to Glenn A. George by deed recorded in Document No. 2004056622 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), same being the northeast corner of said remainder of 71.33 acres, and lying in a southerly line of a called 168.4 acre tract conveyed as Tract One to CSM-Mason Family, LP as recorded in Document No. 2011086909, O.P.R.W.C.T.;

THENCE with the west line of said 13.96 acre tract and the east line of said remainder of 71.33 acres for the following three (3) calls numbered 1 through 3:

1. South 00°05'31" East, for a distance of 432.28 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for an angle point in said line,
2. South 23°18'31" East, for a distance of 432.79 feet to a ½-inch iron rod with plastic cap and an illegible stamping found for an angle point in said line, and
3. South 31°23'59" West, for a distance of 702.35 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for the southwest corner of said 13.96 acre tract, same being the south corner of said remainder of 71.33 acres, and lying in the north margin of County Road 175 (CR 175), a roadway for which no record was found, from which a ½-inch iron rod found with plastic cap stamped "Haynie Consulting" bears South 38°26'48" East, a distance of 206.53 feet;
4. **THENCE** North 38°42'54" West, with the southwest line of said remainder of 71.33 acres, same being the north margin of said CR 175, for a distance of 314.07 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for the south corner of a called 4.39 acre tract as conveyed to Roger W. Pyle by deed recorded in Document No. 1999014194, O.R.W.C.T.,

THENCE through the interior of said 71.33 acre tract with said 4.39 acre tract the following three calls numbered 5 through 7:

5. North 62°22'36" East, for a distance of 529.68 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for the east corner of said 4.39 acre tract and an angle point hereof,
6. North 17°13'54" West, for a distance of 316.23 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for the north corner of said 4.39 acre tract and an angle point hereof, and

7. South 64°37'06" West, for a distance of 653.21 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set marking the west corner of said 4.39 acre tract and an angle point hereof, same lying in the southwest line of said remainder of 71.33 acres and the north margin of said CR 175;
8. **THENCE**, North 38°42'54" West, continuing with the southwest line of said remainder of 71.33 acres and said CR 175 north margin for a distance of 351.18 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for an angle point in said line;
9. **THENCE** North 56°07'04" West, continuing with the southwest line of said remainder of 71.33 acres, and said CR 175 north margin for a distance of 152.16 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for the south corner of a called 5.00 acre tract conveyed to Norman G. Trumbull and wife, Sandy J. Trumbull by deed recorded in Volume 866, Page 631 of the Deed Records of Williamson County, Texas, same being the west corner of said remainder of 71.33 acres, from which a ½-inch iron rod found for the west corner of said 5.00 acre tract bears North 56°07'04" West, a distance of 444.03 feet, for reference;
10. **THENCE** North 33°50'50" East, with the southeast line of said 5.00 acre tract, and the northwest line of said remainder of 71.33 acres for a distance of 609.23 feet to a ½-inch iron rod found marking the northeast corner of said 5.00 acre tract, same being the northwest corner of said remainder of 71.33 acres and lying in a southerly line of the aforesaid 168.4 acre tract, from which the northwest corner of said 5.00 acre tract bears North 84°18'24" West, a distance of 503.41 feet, for reference;
11. **THENCE** South 85°01'58" East, with the south line of said 168.4 acre tract, and the north line of said remainder of 71.33 acres for a distance of 390.47 feet to a 6-inch wooden fence post found for an angle point in said line;

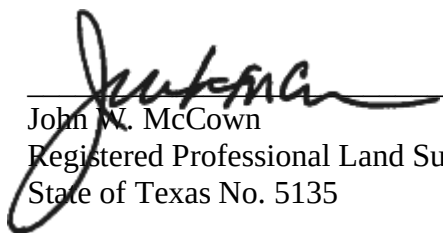
THENCE North 68°58'40" East, continuing with the south line of said 168.4 acre tract, and the north line of said remainder of 71.33 acres for a distance of 238.45 feet to the **POINT OF BEGINNING** and containing 16.142 acres of land, more or less.

Bearings are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983.

I hereby certify that this survey was made on the ground under my direction and supervision.

6-27-2023
Date




John W. McCown
Registered Professional Land Surveyor
State of Texas No. 5135

SURVTEX, LLC
600 W. Whitestone Blvd.
Cedar Park, TX 78613
(512) 249-8875
TBPELS Firm No. 10084600

Property Description
4.394 Acres
Tract 2

Being a 4.394 acre tract of land situated in the M. Hicks Survey, Abstract No. 287, in Williamson County, Texas, being all of a called 4.39 acre tract as conveyed to Roger W. Pyle by deed recorded in Document No. 1999014194, O.R.W.C.T., said 4.39 acre tract, as shown on the accompanying sketch, being more particularly described by metes and bounds as follows:

COMMENCING at a ½-inch iron rod found marking the northwest corner of a called 13.96 acre tract conveyed to Glenn A. George by deed recorded in Document No. 2004056622 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), same being the northeast corner of the remainder of a called 71.33 acre tract as conveyed to Larry J. Pyle and Doris Marie Pyle Revocable Living Trust by deed recorded in Document No. 1998017109, O.R.W.C.T., and lying in a southerly line of a called 168.4 acre tract conveyed as Tract One to CSM-Mason Family, LP as recorded in Document No. 2011086909, O.P.R.W.C.T.;

THENCE with the west line of said 13.96 acre tract and the east line of said remainder of 71.33 acres for the following three (3) calls:

South 00°05'31" East, for a distance of 432.28 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for an angle point in said line,

South 23°18'31" East, for a distance of 432.79 feet to a ½-inch iron rod with plastic cap and an illegible stamping found for an angle point in said line, and

South 31°23'59" West, for a distance of 702.35 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for the southwest corner of said 13.96 acre tract, same being the south corner of said remainder of 71.33 acres, and lying in the north margin of County Road 175 (CR 175), a roadway for which no record was found, from which a ½-inch iron rod found with plastic cap stamped "Haynie Consulting" bears South 38°26'48" East, a distance of 206.53 feet;

THENCE North 38°42'54" West, with the southwest line of said remainder of 71.33 acres, same being the north margin of said CR 175, for a distance of 314.07 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for the southwest corner of said called 4.39 acre tract, and the **POINT OF BEGINNING** of the herein described tract;

THENCE, with said 4.39 acre tract the following four calls numbered 1 through 4:

1. North 38°42'54" West, with the southwest line of said remainder of 71.33 acres, same being said CR 175 north margin, for a distance of 343.00 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for the west corner hereof,
2. North 64°37'06" East, for a distance of 653.21 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for the north corner hereof,

3. South 17°13'54" East, for a distance of 316.23 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for the east corner hereof, and
4. South 62°22'36" West, for a distance of 529.68 feet to the **POINT OF BEGINNING** and containing 4.394 acres of land, more or less.

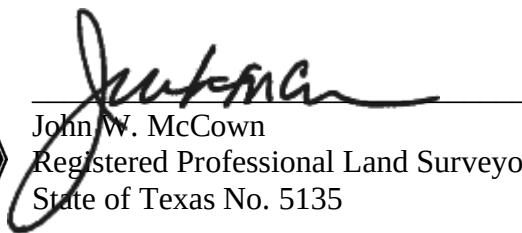
Bearings are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983.

I hereby certify that this survey was made on the ground under my direction and supervision.

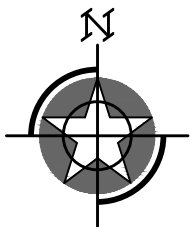
6-27-2023

Date




John W. McCown
Registered Professional Land Surveyor
State of Texas No. 5135

SURVTEX, LLC
600 W. Whitestone Blvd.
Cedar Park, TX 78613
(512) 249-8875
TBPELS Firm No. 10084600



SCALE: 1" = 100'

BEARINGS BASED ON THE TEXAS STATE
PLANE COORDINATE SYSTEM, NORTH AMERICAN
DATUM OF 1983, CENTRAL ZONE.

LAND TITLE SURVEY

OF

TWO TRACTS OF LAND SITUATED IN THE M. HICKS SURVEY, ABSTRACT NO. 287, IN WILLIAMSON COUNTY,
TEXAS

TRACT 1 - 16.142 ACRES

BEING THE REMAINING PORTION OF A CALLED 71.33 ACRE TRACT AS CONVEYED TO LARRY J. PYLE
AND DORIS MARIE PYLE REVOCABLE LIVING TRUST BY DEED RECORDED IN DOCUMENT NO. 1998017109
OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.T.)

TRACT 2 - 4.394 ACRES

BEING ALL OF A CALLED 4.39 ACRE TRACT AS CONVEYED TO ROGER W. PYLE BY DEED RECORDED IN
DOCUMENT NO. 1999014194, O.R.W.C.T.

LEGEND	
UNLESS NOTED OTHERWISE	
●	1/2" IRON ROD FOUND
⊙	1/2" IRON ROD WITH CAP FOUND
○	1/2" IRON ROD WITH SURVEX CAP SET
⊗	WOODEN FENCE POST FOUND
⊘	POWER POLE
→	GUY WIRE
⊞	ELECTRIC METER
⊕	WASTEWATER CLEANOUT
Ⓣ	TELEPHONE MANHOLE
⊥	SIGN POST
— OE —	OVERHEAD ELECTRIC LINE
— ○ —	WIRE GAME FENCE
— // —	WOOD FENCE
— X —	WROUGHT IRON FENCE
R.O.W.	RIGHT-OF-WAY
[]	RECORD INFORMATION PER DOC. NO. 9914194, O.P.R.W.C.T.
{ }	RECORD INFORMATION PER DOC. NO. 2004056622, O.P.R.W.C.T.
** **	RECORD INFORMATION PER DOC. NO. 2011086909 O.P.R.W.C.T.
- -	RECORD INFORMATION PER DOC. NO. 9728380 O.R.W.C.T.
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS

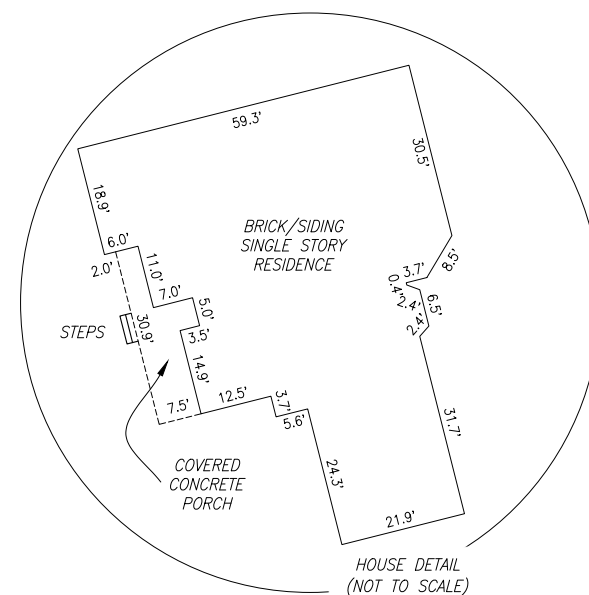
CSM-MASON
TRACT ONE
CALLED 168-4/10 ACRES
DOC. NO. 2011086909 O.P.R.W.C.T.

NORMAN G. TRUMBULL AND
WIFE SANDY J. TRUMBULL
CALLED 5.00 ACRES
VOL. 866, PG. 631 D.R.W.C.T.

TRACT 1
16.142 ACRES
REMAINDER OF A CALLED 71.33 ACRES
(CALCULATED 16.36 ACRES)
LARRY J. PYLE AND DORIS M. PYLE
REVOCABLE LIVING TRUST
DOC. NO. 1998017109 O.P.R.W.C.T.

M. HICKS SURVEY
ABSTRACT NO.
287

TRACT 2
4.394 ACRES
CALLED 4.39 ACRES
ROGER W. PYLE
DOC. NO. 1999014194, O.P.R.W.C.T.



GLENN A. GEORGE
CALLED 13.96 ACRES
DOC. NO. 2004056622
O.P.R.W.C.T.

TRACT 1
16.142 ACRES
COMMITMENT FOR TITLE INSURANCE ISSUED BY:
FIRST NATIONAL TITLE INSURANCE COMPANY
FILE NO. : 22001727CPK
EFFECTIVE DATE: JUNE 4, 2023
ISSUED DATE: JUNE 11, 2023

NO COVENANTS OR CONDITIONS LISTED IN TITLE COMMITMENT.

NOTE: THERE ARE ITEMS IN THIS SCHEDULE THAT ARE NOT LISTED
HEREON BECAUSE THEY ARE NOT SURVEY RELATED ITEMS.

TRACT 2
4.394 ACRES
COMMITMENT FOR TITLE INSURANCE ISSUED BY:
FIRST NATIONAL TITLE INSURANCE COMPANY
FILE NO. : 22001728CPK
EFFECTIVE DATE: JUNE 4, 2023
ISSUED DATE: JUNE 11, 2023

NO COVENANTS OR CONDITIONS LISTED IN TITLE COMMITMENT.

NOTE: THERE ARE ITEMS IN THIS SCHEDULE THAT ARE NOT LISTED
HEREON BECAUSE THEY ARE NOT SURVEY RELATED ITEMS.

SKETCH TO ACCOMPANY METES
AND BOUNDS DESCRIPTION

DRAWN BY: A. LOPEZ
CHECKED BY: J. McCOWN
PROJ. NO.: 2022-0088
FILE NAME: 2022-0088_LTS.DWG

SHEET: 3 OF 3



CERTIFY:
THIS MAP SUBSTANTIALLY COMPLIES WITH THE CURRENT
TEXAS SOCIETY OF PROFESSIONAL SURVEYORS'
STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A
SURVEY.

JOHN W. McCOWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5135



Exhibit B

PROPERTY DESCRIPTION

Tract 1:

Being a 16.142 acre tract of land situated in the M. Hicks Survey, Abstract No. 287, in Williamson County, Texas, being the remaining portion of a called 71.33 acre tract as conveyed to Larry J. Pyle and Doris Marie Pyle Revocable Living Trust by deed recorded in Document No. 1998017109 of the Official Records of Williamson County, Texas (O.R.W.C.T.), said 16.142 acre tract, as shown on the accompanying sketch, being more particularly described by metes and bounds as follows:

BEGINNING at a ½-inch iron rod found marking the northwest corner of a called 13.96 acre tract conveyed to Glenn A. George by deed recorded in Document No. 2004056622 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), same being the northeast corner of said remainder of 71.33 acres, and lying in a southerly line of a called 168.4 acre tract conveyed as Tract One to CSM-Mason Family, LP as recorded in Document No. 2011086909, O.P.R.W.C.T.;

THENCE with the west line of said 13.96 acre tract and the east line of said remainder of 71.33 acres for the following three (3) calls numbered 1 through 3:

1. South 00°05'31" East, for a distance of 432.28 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for an angle point in said line,

2. South 23°18'31" East, for a distance of 432.79 feet to a ½-inch iron rod with plastic cap and an illegible stamping found for an angle point in said line, and

3. South 31°23'59" West, for a distance of 702.35 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for the southwest corner of said 13.96 acre tract, same being the south corner of said remainder of 71.33 acres, and lying in the north margin of County Road 175 (CR 175), a roadway for which no record was found, from which a ½-inch iron rod found with plastic cap stamped "Haynie Consulting" bears South 38°26'48" East, a distance of 206.53 feet;

4. **THENCE** North 38°42'54" West, with the southwest line of said remainder of 71.33 acres, same being the north margin of said CR 175, for a distance of 314.07 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for the south corner of a called 4.39 acre tract as conveyed to Roger W. Pyle by deed recorded in Document No. 1999014194, O.R.W.C.T.,

THENCE through the interior of said 71.33 acre tract with said 4.39 acre tract the following three calls numbered 5 through 7:

5. North 62°22'36" East, for a distance of 529.68 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for the east corner of said 4.39 acre tract and an angle point hereof,

6. North 17°13'54" West, for a distance of 316.23 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for the north corner of said 4.39 acre tract and an angle point hereof, and

7. South 64°37'06" West, for a distance of 653.21 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set marking the west corner of said 4.39 acre tract and an angle point hereof, same lying in the southwest line of said remainder of 71.33 acres and the north margin of said CR 175;

8. **THENCE**, North 38°42'54" West, continuing with the southwest line of said remainder of 71.33 acres and said CR 175 north margin for a distance of 351.18 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for an angle point in said line;

9. **THENCE** North 56°07'04" West, continuing with the southwest line of said remainder of 71.33 acres, and said CR 175 north margin for a distance of 152.16 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for the south corner of a called 5.00 acre tract conveyed to Norman G. Trumbull and wife, Sandy J. Trumbull by deed recorded in Volume 866, Page 631 of the Deed Records of Williamson County, Texas, same being the west corner of said remainder of 71.33 acres, from which a ½-inch iron rod found for the west corner of said 5.00 acre tract bears North 56°07'04" West, a distance of 444.03 feet, for reference;

10. **THENCE** North 33°50'50" East, with the southeast line of said 5.00 acre tract, and the northwest line of said remainder of 71.33 acres for a distance of 609.23 feet to a ½-inch iron rod found marking the northeast corner of said 5.00 acre tract, same being the northwest corner of said remainder of 71.33 acres and lying in a southerly line of the aforesaid 168.4 acre tract, from which the northwest corner of said 5.00 acre tract bears North 84°18'24" West, a distance of 503.41 feet, for reference;

11. **THENCE** South 85°01'58" East, with the south line of said 168.4 acre tract, and the north line of said remainder of 71.33 acres for a distance of 390.47 feet to a 6-inch wooden fence post found for an angle point in said line;

THENCE North 68°58'40" East, continuing with the south line of said 168.4 acre tract, and the north line of said remainder of 71.33 acres for a distance of 238.45 feet to the **POINT OF BEGINNING** and containing 16.142 acres of land, more or less.

Tract 2:

Being a 4.394 acre tract of land situated in the M. Hicks Survey, Abstract No. 287, in Williamson County, Texas, being all of a called 4.39 acre tract as conveyed to Roger W. Pyle by deed recorded in Document No. 1999014194, O.R.W.C.T., said 4.39 acre tract, as shown on the accompanying sketch, being more particularly described by metes and bounds as follows:

COMMENCING at a ½-inch iron rod found marking the northwest corner of a called 13.96 acre tract conveyed to Glenn A. George by deed recorded in Document No. 2004056622 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), same being the northeast corner of the remainder of a called 71.33 acre tract as conveyed to Larry J. Pyle and Doris Marie Pyle Revocable Living Trust by deed recorded in Document No. 1998017109, O.R.W.C.T., and lying in a southerly line of a called 168.4 acre tract conveyed as Tract One to CSM-Mason Family, LP as recorded in Document No. 2011086909, O.P.R.W.C.T.;

THENCE with the west line of said 13.96 acre tract and the east line of said remainder of 71.33 acres for the following three (3) calls:

South 00°05'31" East, for a distance of 432.28 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for an angle point in said line,

South 23°18'31" East, for a distance of 432.79 feet to a ½-inch iron rod with plastic cap and an illegible stamping found for an angle point in said line, and

South 31°23'59" West, for a distance of 702.35 feet to a ½-inch iron rod with plastic cap stamped "SURVTEX" set for the southwest corner of said 13.96 acre tract, same being the south corner of said

remainder of 71.33 acres, and lying in the north margin of County Road 175 (CR 175), a roadway for which no record was found, from which a ½-inch iron rod found with plastic cap stamped “Haynie Consulting” bears South 38°26’48” East, a distance of 206.53 feet;

THENCE North 38°42’54” West, with the southwest line of said remainder of 71.33 acres, same being the north margin of said CR 175, for a distance of 314.07 feet to a ½-inch iron rod with plastic cap stamped “SURVTEX” set for the southwest corner of said called 4.39 acre tract, and the **POINT OF BEGINNING** of the herein described tract;

THENCE, with said 4.39 acre tract the following four calls numbered 1 through 4:

1. North 38°42’54” West, with the southwest line of said remainder of 71.33 acres, same being said CR 175 north margin, for a distance of 343.00 feet to a ½-inch iron rod with plastic cap stamped “SURVTEX” set for the west corner hereof,
2. North 64°37’06” East, for a distance of 653.21 feet to a ½-inch iron rod with plastic cap stamped “SURVTEX” set for the north corner hereof,
3. South 17°13’54” East, for a distance of 316.23 feet to a ½-inch iron rod with plastic cap stamped “SURVTEX” set for the east corner hereof, and
4. South 62°22’36” West, for a distance of 529.68 feet to the **POINT OF BEGINNING** and containing 4.394 acres of land, more or less.

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 CR 175 Investments, 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 ____ day of _____, 20__.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Todd Parton, City Manager

LANDOWNER(S):

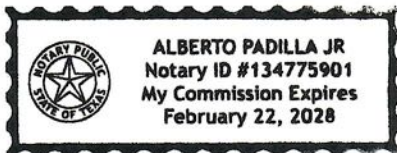
Signature: [Signature]
Name (print): Josh Becker
Title: Manager
Date: 12/13/24

STATE OF TEXAS §
COUNTY OF Williamson §
At §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Joshua D Becker, 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 13th day of December 2024.

(SEAL)



[Signature]

Notary Public - State of Texas

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, TO PROVIDE NOTICE OF ANNEXATION OF RIGHT-OF-WAY CONSISTING OF A PORTION OF CR 175 OWNED AND MAINTAINED BY WILLIAMSON COUNTY LOCATED IN WILLIAMSON COUNTY, TEXAS; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander (the, “City”) desires to annex a portion of CR 175 owned and maintained by Williamson County contiguous to a parcel of land that is being annexed simultaneously by petition of the landowners; and

WHEREAS, municipalities may annex right-of-way if the city provides notice of the intent to annex the right-of-way at least 61 days prior to the annexation and the owner of the right-of-way does not submit a written objection to the proposed annexation pursuant to Texas Local Government Code § 43.1055; and

WHEREAS, the City has provided notice to Williamson County on the 3rd day of January, 2025.

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. Annexation of Right-of-Way. The City desires to annex that portion of CR 175 owned and maintained by Williamson County as depicted in **Exhibit A** attached hereto and incorporated by reference herein for all purposes and has provided notice of this intent to annex this right of way on the 3rd day of January, 2025.

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 ____ day of _____, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS

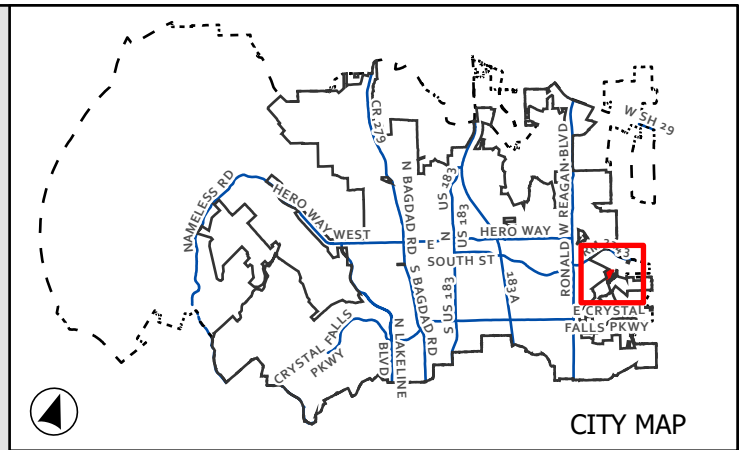
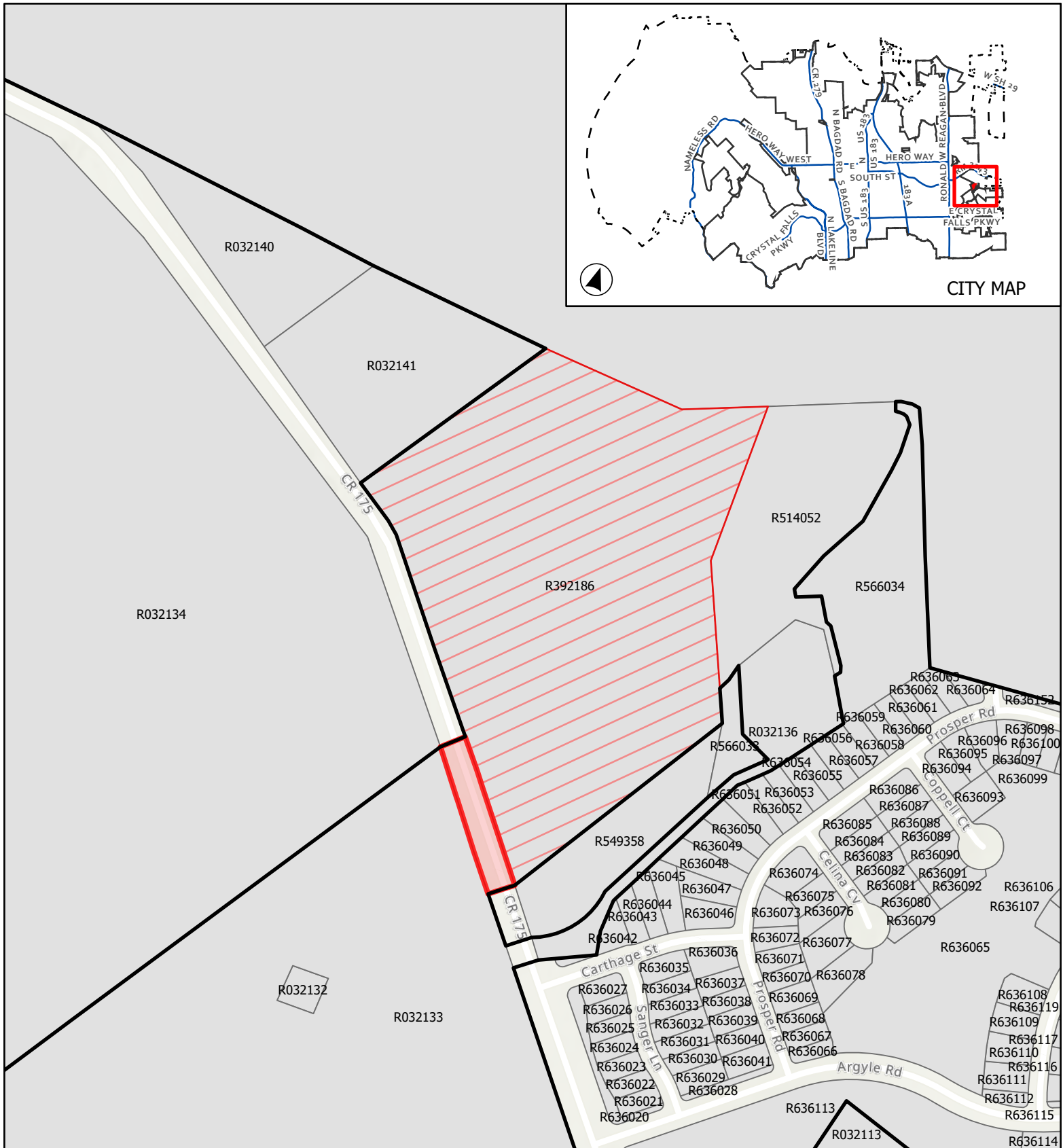
Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

Proposed Right-of-Way Annexation

(See Attached)



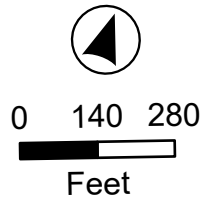
CASE: A-24-0016 & A-25-0020

ATTACHMENT 3

OAK GROVE ESTATES
VOLUNTARY ANNEXATION

Location Map

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



- City Limits
- ETJ
- Subject Boundary
- Subject Boundary - ROW
- Parcels



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

Approval of Development Agreement Case DA-24-0019 regarding the amendment to the Bagdad Plaza Market development agreement on one (1) parcel of land approximately 2.81 acres ± in size, more particularly described by Williamson County Appraisal District Parcel R594078; generally located and legally described as Lot 1, Block A of the Bagdad Plaza LLC Subdivision, Leander, Williamson County, Texas.

BACKGROUND:

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

This agreement requires that all structures are comprised of at least one hundred (100%) percent masonry. Masonry includes stone, brick, stucco, or factory tinted split faced concrete masonry unit. The Composite Zoning Ordinance includes an incentive that allows for a fuel canopy to be located closer to the street than the primary structure when additional masonry is provided as part of the development. The proposed site development complies with the incentive requirements of the zoning ordinance upon approval of the masonry development agreement.

HISTORY/TIMELINE:

02/15/2024 Original Masonry Agreement

APPLICANT/AGENT:

Sandlin Services, LLC (Nick Sandlin, PE) on behalf of Dextar Real Estate Concept, LLC (Anisha Momin)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. DA-24-0019 Att 1 Bagdad Plaza Market DA Amendment - Development Agreement
2. DA-24-0019 Att 2 Bagdad Plaza Market DA Amendment - Location Map

ADDENDUM TO THE BAGDAD PLAZA MARKET DEVELOPMENT AGREEMENT

This Addendum to the **Bagdad Plaza Development** (the "Addendum") is made and entered into, effective as of the ____ day of _____, 20____, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **DEXTER REAL ESTATE CONCEPT, LLC** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration

- (a) The City and the Developer previously entered into the **BAGDAD PLAZA MARKET Agreement** dated effective as of February 15, 2024 (the "Original Agreement"), recorded as Document No. 2024016093, Official Public Records of Williamson County, Texas under which the City and the Developer agreed to certain terms relating to the development the property located in Williamson County, Texas described in **Exhibit A** attached hereto and incorporated herein for all purposes. The Developer wishes to develop the Property for Commercial. (the "Development").
- (b) The Developer desires that the City be able to enforce the masonry development standards set forth in Section 3 (the "Masonry Development Standards") through its building permit, inspection, and certificate of occupancy processes by this Addendum, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (c) The Developer will benefit from the City enforcing the Masonry Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Addendum by having assurance regarding certain development standards for the Development, having certainty that such development standards may be enforced by the City, and preservation of property values within the City.
- (d) The Parties enter into this Addendum for the purposes stated above. The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Addendum, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

- (a) The term of this Addendum shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Addendum. Unless earlier terminated as provided in this Addendum, this Addendum shall terminate upon the later to occur of: (1) issuance of the final certificate of occupancy for the final structure in the Development; or (2) the date of termination of the Original Agreement. The term of this Addendum does not change the term of the Original Agreement, which may terminate before this Addendum.

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

Section 3. Masonry Development Standards.

- (a) **Development Requirements.** The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least ninety percent (90%) of the combined exterior surface area of all walls, including all stories of buildings / structures, shall consist of stone, brick, painted or tinted stucco, and factory tinted (not painted) split faced concrete masonry unit or similar material approved by the Director of Planning.
- (b) **Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Addendum. Applications and plans for a building permit must demonstrate compliance with this Addendum in order for a building permit to be issued. Applications for building permits must be in compliance with this Addendum, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Addendum must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Addendum and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

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

Section 5. Covenant Running with the Land. This Addendum shall constitute a covenant that runs with the Property and is binding on future owners of the Property, and a copy of this Addendum shall be recorded in the Official Public Records of Williamson County, Texas. The Developer and the City acknowledge and agree that this Addendum is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Addendum.

Section 6. Remedies. In the event of a default, after written notice and an opportunity to cure as provided in the Original Agreement, the non-defaulting party to this Addendum may pursue the

remedy of specific performance or other equitable legal remedy not inconsistent with this Addendum. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Masonry Development Standards.

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

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

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

Section 10. Effect of Addendum. The Parties agree that, except as modified hereby, the Original Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Addendum and the Original Agreement, this Addendum will control and modify the Original Agreement to the extent of the conflict only; provided that the Original Agreement and this Addendum shall, to the fullest extent reasonably possible, be construed to give effect to both.

Section 11. Addendum and Amendment. This Addendum and the Original Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

Section 12. Severability. Should any court declare or determine that any provisions of this Addendum is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Addendum shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Addendum and the remaining provisions of this Addendum shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Addendum. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Addendum a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Addendum.

Section 13. Effective Date. The Effective Date of this Addendum is the defined date set forth in the first paragraph.

Section 14. Recordation. This Addendum shall be recorded in the Official Public Records of Williamson County, Texas.

Section 15. Anti-Boycott Verification. To the extent this Addendum constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Addendum. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

Section 16. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Addendum constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Section 17. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Addendum.

Section 18. Counterparts. This Addendum 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.

Section 19. Exhibits. The following exhibits are attached to this Addendum, and made a part hereof for all purposes:

Exhibit A – Property Description

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

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: Dara Crabtree

Title: City Secretary

By: _____

Name: Christine DeLisle

Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

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

(SEAL)

Notary Public, State of Texas

DEVELOPER:

By: Anisha Momin
Name: Dexter Real Estate Concept, LLC
Title: Owner

THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on this 21st day of December, 2024, by Anisha Momin, Member of Dexter real Estate concept, a Limited Liability company, on behalf of said company.

(SEAL)

Ayan ali

Notary Public, State of Texas

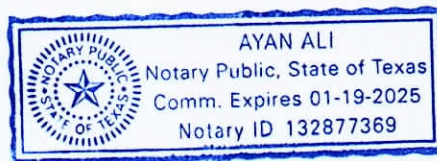
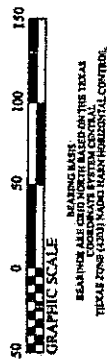
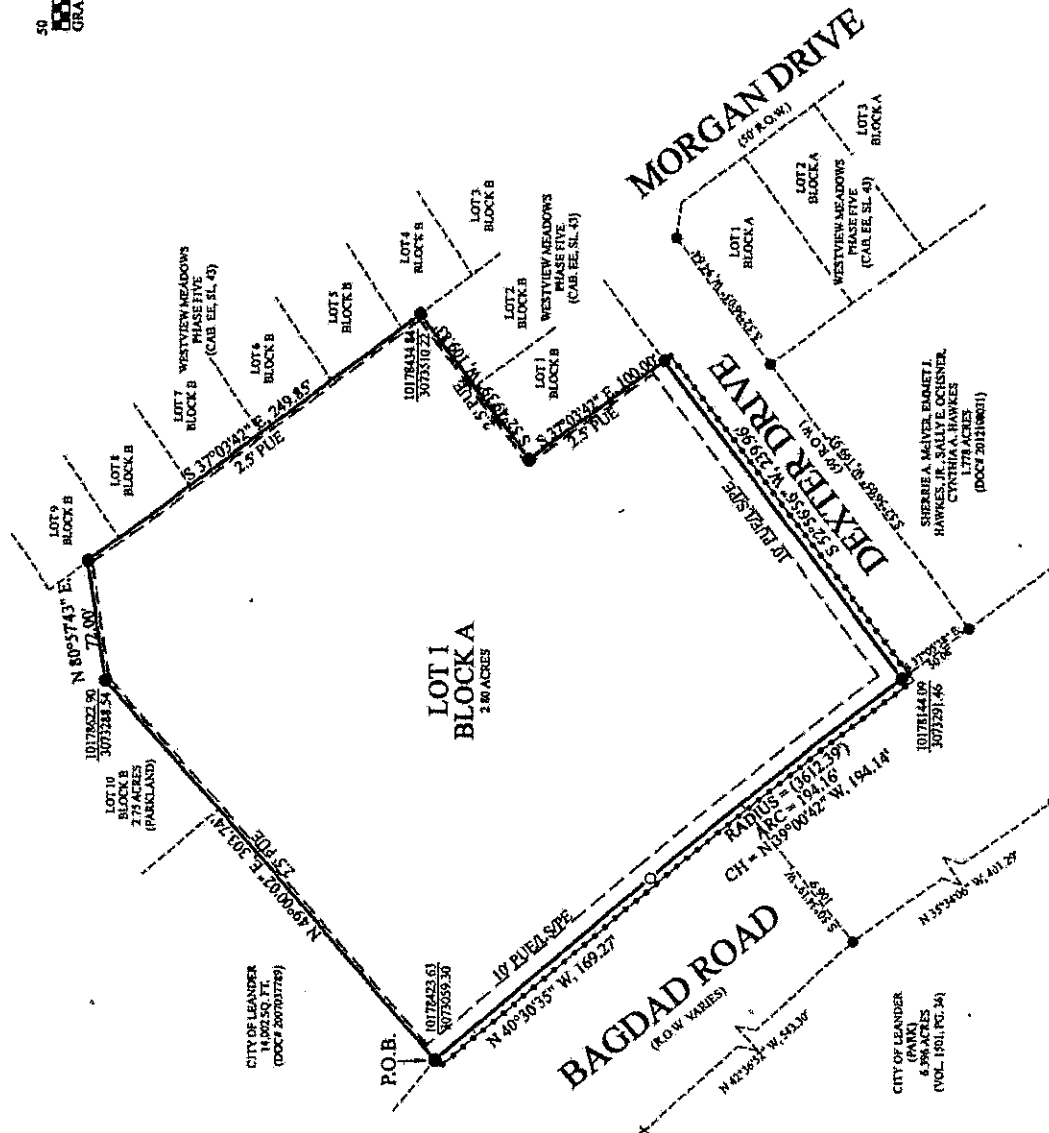
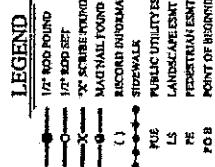
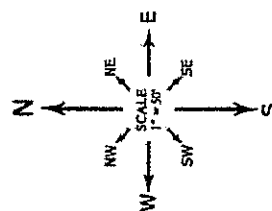


Exhibit A

"Exhibit A"



BEING A 2.00 ACRE TRACT OF LAND, OUT OF THE KILLAHEE, HANCOCK SURVEY, ABSTRACT NO. 4, SITUATED IN WILLAMSON COUNTY, TEXAS, SAME BEING THAT CERTAIN DAVID NGUYEN AND EMILY DAD 2.00 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 118,085, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS; SAID 2.00 ACRE TRACT OF LAND TO BE MORE

BEGINNING at a 1/2" iron rod found in the northwesterly right-of-way line of Bagdad Road (right-of-way varies), for the south corner of that certain City of Leander 14,002 square foot tract recorded in Document No. 2007037789, Official Public Record, said county, taxes being the west corner of said Newyear/Den 2.401 acre tract, for the west corner hereof;

THENCE with the southeasterly line of said City of Lancaster 14,302 square foot tract, and the southeasterly line of Lot 10, Block "B", Westview Meadows Phase Five, a subdivision in Williamson County, Texas, owned by Calbert E. Elder 43, Official Public Records, said county, same being the northerly line of said Nguyen/Dao 2,301 acre tract, the following two (2) corners:

1. North 89°44'13" East, a distance of 381.74 feet to a 1/2" iron rod found for an angle corner corner.
2. North 89°57'43" East, a distance of 72.80 feet to a 1/2" iron rod found in the southeasterly line of Lot 9, of said Block 35, Westway Monitors Phase Five, for the north corner of said N 9°57'43" E 2.80' west line, and for the north corner thereof.

THENCE, with the southeasterly lines of Lot 9 through Lot 4, the northeasterly lines of Lot 2 and Lot 1, and the southeasterly line of Lot 1, of said Block "B", Westview Meadows Phase Five, said being the northeasterly and southeasterly lines of said Nguyen Dao 2.501 acre tract, the following three (3) courses:

1. South 37°43'42" East, a distance of 749.85 feet to a 1/2" iron rod found in the south-westerly line of said Lot 4, for the northwest corner of said Lot 2, same being the east corner of said Nguyen Dao 2.801 acre tract, and for the east corner hereof.
2. South 52°49'39" West, a distance of 169.83 feet to a 1/2" iron rod found for the northwest corner of said Lot 1, same being an old corner of said Nguyen Dao 2.801 acre tract, for an old corner hereof.

3. South 79°15'23" East, a distance of 184.98 feet to a 1/4" iron rod found in the northwesterly right-of-way line of Dexter Drive (50 feet right-of-way), for the southwest corner of said Lot 1, same being an angle corner of said Ninyan/Duo 2.601-acre tract, for its angle corner bearing.

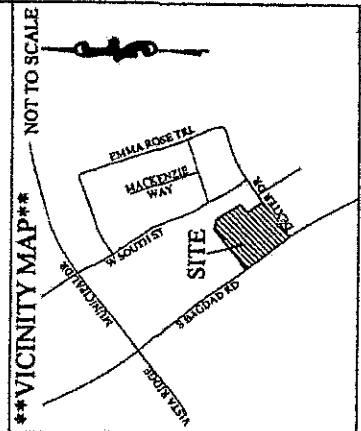
THENCE, with said northwesterly right-of-way line of Doctor Drive, since being the southwest line of said Nguyen Don 2 001 acre tract, South 89°56'54"E West, a distance of 239.75 feet to a 1/2" iron rod found at the intersection with said northwesterly right-of-way line of Doctor Drive and said northeasterly right-of-way line of Highland Road, said point of intersection being a point of curve of a long-tangent curve to the left, for the south portion of said Nguyen Don 2 001 acre tract; and for the south-

The N.E.C.E. with mild easterly winds right off very base of Bangled Road, same being the southbound lane of said Negro rd. No. 2.01 are next; the following two (7) corners:

- with mild curve facing to the left, with an arc length of 194.16 feet;
- radius of 2417.29 feet, with a chord bearing of North, 89° 41' 00" West, with a chord length of 194.14 feet to a 1/2" iron rod with cap stamped "AL157-AR 3720"

2. North 49°38'15" West, a distance of 169.27 feet to the POINT OF BEGINNING, containing an area of 171,844 square feet or 2.88 acres.

***VICINITY MAP**





EXECUTIVE SUMMARY 2/6/2025

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Ordinance Case OR-24-0024 to amend the Composite Zoning Ordinance to adopt updates to Article IV regarding Wireless Communications Facilities (WCF), and to provide for related matters; Williamson and Travis Counties, Texas.

BACKGROUND:

This request is the final step in the ordinance process. The City is actively working to improve the Wireless Communications Facilities (WCF) Ordinance to help implement the Comprehensive Plan through facilitating broadband and wireless service. A WCF is commonly known as a cell tower and associated structures. The City has not updated this ordinance in more than twenty (20) years and updates to the requirements are needed to address new technologies. Staff has worked with a communications provider that has supplied a model ordinance for WCF from the Wireless Infrastructure Association and has reviewed ordinances from the surrounding communities. This is an overhaul to the ordinance that will accommodate new technologies and help with the expansion of broadband and wireless services for the community.

This amendment includes the following updates:

1. Addition of definitions including new technologies.
2. Clarification regarding permitted locations.
3. Removal of the Wireless Communication Development Plan.
4. Establishes an administrative approval process with an appeal option to the Commission and Council.
5. Increases in the tower height.
6. Clarification of the development standards for WCF.

COMPREHENSIVE PLAN GOAL

Goal #11 – Integrated and well-planned utility infrastructure to serve desired growth

Strategy 11.1 – Continue to plan ahead of growth through integrated utility infrastructure planning.

Action 11.1.4 – Work with telecommunication providers to facilitate enhanced broadband and 5G wireless service. The importance of technology and a strong internet connection cannot be overstated and is a key element of business retention and recruitment. As became even more apparent during the 2020 COVID-19 pandemic—with more professionals working from home, virtual school, communications and transactions taking place online, and the desire to attract urban professionals to mixed-use areas—this is critical infrastructure for the general public. Work with providers on needed infrastructure locations and coordination to ensure Leander is highly competitive in this regard.

Staff recommends approval of the ordinance amendments. During the meeting of December 12, 2024, the Planning & Zoning Commission recommended approval.

HISTORY/TIMELINE:

12/12/2024 – Planning & Zoning, 1st Public Hearing

01/02/2025 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

The City Council approved the ordinance amendment during the January 2, 2025 meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. OR-24-0024 Att 1 Ordinance
2. OR-24-0024 Att 2 Ordinance Exhibit A
3. OR-24-0024 Att 3 12-12-2024 P & Z Minutes

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING SECTION 1, ARTICLE IV, OF ARTICLE 14.02, THE COMPOSITE ZONING ORDINANCE TO AMEND REGULATIONS GOVERNING WIRELESS COMMUNICATION FACILITIES; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

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 proposed amendments and finds that the adoption of the amendments promotes the public health, safety, and welfare;

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. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and quality of life.

SECTION 2. Wireless Communication Facilities. Section 1, Article IV of the Composite Zoning Ordinance is hereby amended in its entirety to read as set forth in Exhibit A attached hereto and incorporated herein for all purposes.

SECTION 3. Conflicting Ordinances. Section 1, Article IV of the Composite Zoning Ordinance 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 zoning 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. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

SECTION 6. 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 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 16 day of January, 2025.

FINALLY PASSED AND APPROVED on this the 6 day of February, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

EXHIBIT A. ZONING ORDINANCE
ART. IV, SEC. 1 WIRELESS COMMUNICATION FACILITIES

SECTION 1: Wireless Communications Facilities.

(a) Purpose and goals.

The purpose of this section is to provide reasonable standards and procedures for the development of Wireless Communications Facilities (WCFs) that will ensure that residents, public safety operations and businesses have reliable access to wireless telecommunications networks and state of the art communications services while also ensuring that this objective is achieved in a fashion that preserves the intrinsic aesthetic character of the community and is accomplished according to the City's zoning, planning, and design standards. The Telecommunications Act of 1996 preserved, with certain limitations, local government land use and zoning authority concerning the placement, construction, and modification of wireless telecommunications facilities.

This ordinance establishes parameters for siting of WCFs in order to:

- (1) Ensure access to reliable wireless communications service throughout all areas of the City;
- (2) Preserve and protect the public safety;
- (3) Preserve and protect property values;
- (4) Ensure public health, safety, and welfare;
- (5) Preserve the character and aesthetics of areas which are in close proximity to WCFs by minimizing the visual, aesthetic and safety impacts through careful design, placement and screening;
- (6) Provide development that is compatible in appearance with allowed uses of the underlying district;
- (7) Facilitate the City's permitting process to encourage fair and meaningful competition and to extend to all people in all areas of the City high-quality wireless communication services at reasonable costs to promote the public welfare; and,
- (8) Encourage the joint use and clustering of antenna sites and structures, when practical, to help limit the number of such facilities which may be required in the future to service the needs of customers and, thus, avert unnecessary proliferation of facilities on private and public property.

(b) Definitions.

For the purposes of this section of the Composite Zoning Ordinance, the following definitions apply, and the following definitions shall control in this section in the event that a term is also defined in Article 1, Section 6:

Abandon – Occurs when an owner of a Support Structure intends to permanently and completely cease all business activity associated therewith.

Accessory Equipment – Any equipment serving or being used in conjunction with a WCF or Support Structure. This equipment includes, but is not limited to, utility or transmission equipment, power supplies, generators, batteries, cables, equipment buildings, cabinets and storage sheds, shelters or other structures.

Administrative Approval – Permit approval that the Director of Planning or designee is authorized to grant after Administrative Review under this Section 1.

Administrative Review – Non-discretionary evaluation of an application by the Development Services Review Committee. This process is not subject to a public hearing. The procedures for Administrative Review are established in this section of the Ordinance.

Antenna – Any structure or device used to collect or radiate electromagnetic waves for the provision of services including, but not limited to, cellular, paging, personal communications services (PCS) and microwave communications. Such structures and devices include, but are not limited to, directional antennas, such as panels, microwave dishes and satellite dishes, and omnidirectional antennas, such as whips. This definition does not apply to broadcast antennas, antennas designed for amateur radio use, or satellite dishes designed for residential or household purposes.

Base Station – means a structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined herein or any equipment located on a tower.

Carrier on Wheels or Cell on Wheels (“COW”) – A portable self-contained WCF that can be moved to a location and set up to provide wireless services on a temporary or emergency basis. A COW is normally vehicle-mounted and contains a telescoping boom as the Antenna support structure.

Collocation – The act of siting WCFs on an Existing Structure without the need to construct a new support structure and without a Substantial Increase in the size of an Existing Structure.

Concealed WCF – Any WCF that is integrated as an architectural feature of an Existing Structure or any new Support Structure designed so that the purpose of the Facility or Support Structure for providing wireless services is not readily apparent to a casual observer. A Monopalm or Monopine qualify as a Concealed WCF.

Existing Structure – Previously erected Support Structure permitted by the City for installation of a WCF or any other structure, including but not limited to, buildings and water tanks, to which Telecommunications Facilities can be attached.

Major Modifications – Additions to or improvements to existing WCFs or Support Structures that result in a Substantial Increase to the Existing Structure. Collocation of new WCFs to an existing Support Structure without Replacement of the structure shall not constitute a Major Modification.

Minor Modifications – Improvements to Existing Structures that result in some material change to the Facility or Support Structure but of a level, quality or intensity that is less than a Substantial Increase. Minor Modifications include the Replacement of the support structure with a support structure of the same size and design.

Monopalm/Monopine – A monopole designed to look like a palm or pine tree in order to blend into the surrounding landscape.

Monopole – A single, freestanding pole-type structure supporting one or more Antenna. For purposes of this Ordinance, a Monopole is not a Tower.

Ordinance – The City of Leander Zoning Ordinance.

Ordinary WCF Maintenance – Actions taken to keep WCFs in good operating condition and to keep a WCF's ground area clear of debris overgrown landscaping. Ordinary WCF maintenance includes inspections, component testing, adjustments to facility components that maintain functional capacity, aesthetic and structural integrity; for example the strengthening of a Support Structure's foundation or of the Support Structure itself, provided the strengthening does not require use of heavy ground equipment. Ordinary Maintenance includes replacing Antennas of a similar size, weight, shape and color and Accessory Equipment within an existing WCF within permitted parameters, and relocating the Antennas of approved Telecommunications Facilities to different height levels on an existing Monopole or Tower upon which they are currently located. Ordinary Maintenance does not include Minor and Major Modifications.

Replacement – Constructing a new Support Structure of proportions and of permitted height that would not constitute a Substantial Increase to a pre-existing Support Structure in order to support a WCF or to accommodate Collocation and removing the pre-existing Support Structure.

Section 1 – References to Section 1 or article, refer to *Section 1.-Wireless Communication Facilities in Chapter 14, Exhibit A.- Zoning Ordinance, Article IV. Use Standards* of the Leander Code of Ordinances.

Substantial Increase –

- (1) the mounting of the proposed antenna on an Existing Structure would increase the existing height of the Existing Structure by more than ten (10%) percent, or by the height of one (1) additional antenna array with separation from the nearest existing antenna not to exceed twenty feet (20'), whichever is greater; or
- (2) the mounting of the proposed antenna would involve the installation of more than the standard number of new equipment cabinets for the technology involved, not to exceed four (4), or more than one new equipment shelter; or
- (3) the mounting of the proposed antenna would involve adding an appurtenance to the body of the Existing Structure that would protrude from the edge of the Existing Structure more than twenty feet (20'), or more than the width of the tower structure at the level of the appurtenance, whichever is greater, except that the mounting of the proposed antenna may exceed the size limits set forth in this paragraph if necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable; or
- (4) the mounting of the proposed antenna would involve excavation outside the current Existing Structure site, defined as the current boundaries of the leased or owned property surrounding the Existing Structure and any access or utility easements currently related to the site.

Support Structure(s) – A structure designed to support a WCF including, but not limited to, Monopoles, Towers, and other freestanding self-supporting structures.

Wireless Communication Facility (WCF) – An unmanned facility established for the purpose of providing wireless transmission of voice, data, images or other information including, but not limited to, cellular telephone service, PCS, and paging service. A WCF can consist of one (1) or more Antennas and Accessory Equipment or one base station.

Tower – A lattice-type structure, guyed or freestanding, which supports one or more Antennas.

(c) Guidelines. The regulations contained in this Section have been developed under the following general guidelines as provided in the Federal Telecommunications Act of 1996:

- (1) Cities have local authority over "placement, construction and modification" of cellular telephone facilities and other personal wireless communication service facilities.
- (2) Regulations "shall not unreasonably discriminate among providers of functionally equivalent services."
- (3) Regulations "shall not prohibit or have the effect of prohibiting the provision of personal wireless services."
- (4) "Denial shall be in writing and supported by substantial evidence."
- (5) Cities may not "regulate the placement, construction and modification of personal wireless service facilities on the basis of environmental or radio frequency emissions to the extent that such facilities comply with the Federal Communication Commission's regulations concerning such emissions."
- (6) Notwithstanding any other provision of this ordinance, wireless telecommunication towers and antennas, when permitted by federal law and the laws of the State of Texas, shall be regulated and governed by the following use regulations and requirements provided in this ordinance.

(d) Applicability. The placement, use or modification of any wireless communication facilities at any location within the City is subject to the provisions of this section.

(e) Authority. This ordinance is adopted pursuant to the general police powers of the City of Leander under state and federal law, including specifically the authority of the City under the City of Leander Charter, the Texas Constitution and the general laws of the State of Texas. This section does not apply to network nodes as defined by Texas Local Government Code Chapter 284, as amended by the City of Leander ordinance, which are proposed to be located within the right-of-way.

(f) Administrative Review and Approval Required for WCFs and Support Structures.

- (1) WCF's and Support Structures Authorized for Administrative Review. The following telecommunication facilities may be approved to be installed after Administrative Review and Administrative Approval in the following zoning districts, provided that such facilities comply with this Ordinance:
 - a. Collocations and Minor Modifications – Any zoning district.
 - b. New Support Structures that are less than sixty feet (60') in height – Any zoning district except Residential Districts.
 - c. Concealed WCFs that are less than sixty feet (60') in height – Any Residential District.

- d. New Support Structures up to one hundred twenty feet (120') – Any Commercial District.
 - e. Concealed WCFs up to one hundred fifty feet (150') – Any zoning district other than Residential Districts.
 - f. New Support Structures up to one hundred ninety-nine feet (199') – Any Industrial District.
 - g. COWs – Any zoning district after Administrative Review and Administrative Approval in accordance with the standards set forth in this Ordinance if the use is not otherwise exempt. If the use of the COW is either not in response to a declaration of emergency, or the use will last in excess of one hundred-twenty (120) days, Administrative Review and Administrative Approval shall also be required.
- (2) Special Use Permit. WCFs not permitted by Administrative Approval shall be permitted in any district upon granting of a Special Use Permit after conducting a public hearing in accordance with Article IV, Section 2 of this ordinance.

(g) Standards for WCFs and Support Structures Permitted by Administrative Approval.

(1) WCFs Located on Existing Structures

- a. WCFs are permitted in all zoning districts when located on any Existing Structure subject to Administrative Review and Administrative Approval conducted in accordance with the requirements of this Ordinance.
- b. Antennas and Accessory Equipment may exceed the maximum building height limitations within a zoning district, provided they do not constitute a Substantial Increase, subject to Administrative Review and Administrative Approval conducted in accordance with the requirements of this Ordinance.
- c. Minor Modifications are permitted in all zoning districts subject to Administrative Review and Administrative Approval conducted in accordance with the requirements of this Ordinance.

(2) New Support Structures

- a. The height of any proposed New Support Structure shall not exceed the minimum height necessary to meet the coverage or capacity objectives of the Facility. The setback of the structure shall be governed by the setback requirements of the underlying zoning district.
- b. A Monopole or Replacement pole that will support utility lines as well as WCFs are permitted within utility easements or rights-of-way, subject to Administrative Review and Administrative Approval conducted in accordance with requirements of this Ordinance and the following:
 - i. Permission has been granted by the property owner. See also Section 1(h)(i)(c) for additional requirements for City-owned or controlled right-of-way or easements.
 - ii. The utility easement or right-of-way shall be a minimum of one hundred feet (100') in width.
 - iii. The easement or right-of-way shall contain overhead utility transmission and/or distribution structures that are eighty feet (80') or greater in height.

- iv. The height of the Monopole or replacement pole may not exceed by more than thirty feet (30') the height of existing utility support structures.
- v. Monopoles and the Accessory Equipment shall be set back a minimum of fifteen feet (15') from all boundaries of the easement or right-of-way.
- vi. Single carrier Monopoles may be used within utility easements and rights-of-way due to the height restriction imposed by Subsection (iii) above.
- vii. Monopoles or Replacement poles that use the structure of a utility tower for support are permitted under this subsection. Such poles may extend up to twenty feet (20') above the height of the utility tower.
- c. Monopoles or Replacement poles with WCFs are allowed on public property or within public rights-of-way when the WCFs will support public facilities or equipment, subject to an Administrative Review and Administrative Approval conducted in accordance with requirements of this Ordinance. Examples of public facilities or equipment include, but are not limited to, municipal communication facilities, athletic field lights, traffic lights, streetlights, and other types of utility poles in the public right-of-way.

(3) Concealed WCFs

- a. Concealed WCFs in residential areas shall comply with the requirements below in order to qualify for Administrative Review.
 - i. Antennas must be enclosed, camouflaged, screened, obscured or otherwise not readily apparent to a casual observer or passerby.
 - ii. Existing Structures utilized to support the Antennas must be authorized to be located within the underlying zone district. Such structures may include, but are not limited to, flagpoles, bell towers, clock towers, crosses, monuments, smoke stacks, parapets, and steeples.
 - iii. Setbacks for Concealed WCFs that utilize a new Support Structure shall be governed by the setback requirements of the underlying zoning district and the requirements of Section 1 (h)(5) of this Ordinance.

(4) Collocation

- a. Street pole attached WCFs may only extend six feet (6') above the top of the existing street pole. A maximum extension of fifteen feet (15') from the top of the street pole may be permitted pursuant to standards provided in this Ordinance, if clearly demonstrated that such is necessary to avoid disturbance or disruption of service provided by any other carrier or utility.

(5) COW Facilities and Minor Modifications

- a. The use of COWs shall be permitted in any zoning district subject to Administrative Review and Administrative Approval in accordance with the standards set forth in this Ordinance if the use of the COW is either not in response to a declaration or emergency by the Governor or will last in excess of one hundred-twenty (120) days.

(6) General Standards, Design Requirements, and Miscellaneous Provisions

- a. Unless otherwise specified herein, all WCFs and Support Structures permitted by Administrative Approval are subject to the applicable general standards and design requirements listed in this Ordinance.

(7) Administrative Review Process

- a. Prior to submitting a WCF Site Development Application, the applicant must first attend a pre-development meeting with City staff to help familiarize the applicant with applicable codes and regulations as well as determine if the proposed location is in compliance with the ordinance requirements and location priorities.
- b. All applications for a permit under this Section 1 shall demonstrate compliance with Article IX of the Composite Zoning Ordinance.
- c. In addition to the items listed in Article IX of the Composite Zoning Ordinance, the application shall also contain the following:
 - i. Copy of lease or license agreement from the property owner evidencing applicant's authority to pursue an application and that meet the requirements of this Section. Such submissions need not disclose financial terms. This lease/license agreement shall allow the landowner to enter into leases/license agreements with other providers and contain an acknowledgement by the landowner that the City's regulations make it the landowner's responsibility to remove the WCF and related equipment if the provider fails to remove said WCF and related equipment within ninety (90) days of its discontinued use, and further authorize the City to enforce provisions of this ordinance requiring such removal against landowner.
 - ii. Site plans detailing proposed improvements demonstrating how the improvements comply with Article IX of the Composite Zoning Ordinance. Site plans shall depict improvements related to the requirements listed in this Ordinance, including property boundaries, setbacks, topography, emergency vehicle accessibility, parking, elevation sketch, true paint samples, and dimensions of improvements.
 - iii. In the case of new WCFs the application shall include:
 - 1. A statement documenting why collocation cannot meet the applicant's requirements. Such statement may include justifications, including why collocation is either not reasonably available or technologically feasible as necessary to document the reasons why collocation is not a viable option; and
 - 2. A list of all the existing structures considered as alternatives to the proposed location and an explanation why the alternatives considered were either unavailable, or technologically or reasonably infeasible.
 - 3. Elevation drawings or before and after photographs/drawings simulating and specifying the location and height of the antennas, support structures, equipment enclosure(s) and other accessory uses, fences and signs.
 - 4. A map indicating the service area of the facility.
 - 5. A map indicating locations and service areas of other WCF sites operated by the applicant and sites of other providers' facilities in the City and within one mile of the City's corporate limits.

6. Photo simulations of the proposed WCF from affected residential properties and public right-of-way at varying distances;
7. Written documentation demonstrating a good faith effort to site WCFs in accordance with this Ordinance.
8. A description of the Support Structure or building upon which the WCF is proposed to be located, and the technical reasons for the design and configuration of the WCF.
9. Signed and notarized statement by the applicant indicating that:
 - a) The proposed tower shall accommodate co-location of additional antennas and the applicant shall enter into leases/license agreements with other providers on a reasonable and nondiscriminatory basis on such tower;
 - b) Certification that the antenna usage shall not interfere with other adjacent or neighboring transmission or reception functions;
 - c) The applicant agrees to remove the WCF and equipment at applicant's cost within ninety (90) days after the site's use is discontinued; and
 - d) The tower complies with all EIA (Electronic Industries Association) standards and applicable federal and state laws and regulations, including FAA regulations, and the City ordinances.
10. Signed and notarized statement by the owner, if the applicant does not own the or Support Structure will be located that landowner acknowledges that the owner will be responsible for removing the WCF and equipment at the owner's cost in the event the applicant fails to remove the WCF and equipment within ninety (90) days after the WCF and equipment's use is discontinued;
11. The applicant shall demonstrate current FCC licensing;
12. A complete right-of-way encroachment permit application in compliance with Ordinance 99-047-00, as amended from time to time, if the WCF is to be located within a public right-of-way.

(8) Building Permit. A building permit is required prior to construction of a WCF in conformance with the approved WCF Site Development Plan Permit.

(h) Development Standards. All WCFs shall comply with the following standards:

(1) Use. WCFs shall be an additional permitted use as follows:

- a. Residential Areas. Freestanding WCFs, including lattice towers, are prohibited. WCFs attached to street poles or facades attached to nonresidential buildings or concealed WCFs are permitted subject to the provisions of this Ordinance.
- b. Nonresidential Areas. WCFs are permitted subject to the provisions of this Ordinance.
- c. City-owned property within any district. WCFs may be installed on City-owned property or right-of-way after Administrative Review and Administrative Approval; provided that the owner of the WCF shall enter into a license agreement in a form approved by the City. A WCF may be located in an easement owned by the City only if the WCF will not interfere with the City's easement, the owner of the WCF and the

City have entered into an encroachment agreement in a form approved by the City, and all other applicable requirements of this Section are met. WCF's approved under this subsection through the Administrative Review and Administrative Approval Process are subject to the following height restrictions:

- i. Property zoned to a residential district – Less than sixty feet (60')
- ii. Property zoned to a commercial district – Up to one hundred twenty feet (120')
- iii. Property zoned to an industrial district – Up to one hundred ninety-nine feet (199')
- iv. Property zoned to a district other than residential or industrial – Up to one hundred fifty feet (150')

(2) Siting and Facility Type Priorities. Locations of WCFs shall be prioritized in the following order:

- a. Co-location on an existing tower, structure or building. The applicant shall have the burden of documenting and showing that there are no feasible existing structures.
- b. Attached as a concealed WCF to an existing building or structure in a non-residential district.
- c. In areas where the existing topography, vegetation, buildings and other structures provide the greatest amount of screening;
- d. Use of City owned property;
- e. Located as a freestanding concealed WCF in a permitted non-residential district.
- f. Other nonresidential buildings or vacant non-residentially zoned land.

(3) Co-Location Requirement. Co-location is considered to be a visually unobtrusive installation method because the equipment is attached to an existing structure. No new tower shall be permitted unless the applicant demonstrates a good faith effort to co-locate on an existing facility including good faith efforts to negotiate lease rights. Evidence submitted to demonstrate that no existing tower or structure can accommodate the applicant's proposed antennas may consist of any of the following:

- a. No existing towers or structures are located within the geographic area required to meet the applicant's engineering requirements;
- b. Existing towers or structures are not sufficiently designed to meet the applicant's engineering requirements as indicated in their site development plan;
- c. Existing towers or structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment;
- d. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna; and/or
- e. The fees, costs or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for share are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.

- (4) Combination with other uses. A WCF is permitted on a lot with an existing use and may occupy a leased parcel on a lot meeting the minimum lot size requirement of the zoning district in which is located. Towers and their associated equipment shall be separated from other structures on the lot by a minimum distance of ten feet (10'). A WCF is prohibited on a billboard sign.
- (5) Setbacks. The standard setbacks for each zoning district shall apply to WCFs with additional setbacks or separation as listed below.
- a. Towers shall be placed a minimum distance equal to the height of the tower away from any residential structure or property zoned for residential use. No guy wire shall be used.
 - b. WCFs shall be setback a minimum distance equal to three (3) times the height of the tower from any Toll Road, Arterial, or Collector class roadway.
 - c. In addition to the setbacks listed above, all WCFs shall comply with the building setback provisions of the zoning district in which the WCF is located.
 - d. Roof attached WCFs shall be set back from the edge of the building the height of the antenna and support system as measured from the roof membrane;
 - e. No additional setbacks are required for WCFs attached to street poles when constructed within the public right-of-way and under the requirements of subsection (j) below;
 - f. Facade Attached WCFs shall have a maximum projection of eighteen inches (18"). The location of a WCF on the wall of a legal nonconforming structure is permitted. However, the WCF shall not be located on an exterior wall in a manner that will increase the degree of nonconformity. Additional standards for antennas attached to the facade of structures are listed in this Section;
 - g. Equipment enclosure, underground vaults or above-ground structures shall comply with the setback requirements of the underlying zoning district where the WCF is located;
 - h. No freestanding WCFs or equipment enclosures shall be located between the face of a structure and a public or private street, bikeway, park or residential development, except for approved facade attached WCFs located on existing or new permitted structures in accordance with this ordinance.
- (6) Noise. Equipment located at the base of a WCF shall not generate noise in excess of 75 decibels(dB) at the property line.
- (7) Automation. A WCF shall be fully automated and unattended on a daily basis, and shall be visited only for periodic and necessary maintenance.
- (8) Maintenance and repair. All WCFs and associated equipment shall at all times be kept and maintained in good condition, order, and repair and the area surrounding WCF ground structures shall be kept free of brush and debris so that the same shall not menace or endanger the life or property of any person. Routine testing and maintenance shall be limited to weekdays between 8:30 a.m. and 4:30 p.m. Emergency repairs shall be allowed at all times.
- (9) Removal. A WCF that is not operated for a continuous period of six months is deemed abandoned, and shall be removed within sixty (60) days of receipt of notice from the City.

Each property owner and person in control of the site is responsible for removal, jointly and severally. If such facility is not removed within said sixty (60) days of notice from the City, the City may remove such facility at the expense of the property owner and person in control of the site. If there are two (2) or more users of a single WCF, then this provision shall not become effective until all users cease operations on the facility housing the users.

(10) Improvement and replacement. An existing WCF may be improved or replaced with a new WCF provided the improvements or replacement comply with the provisions of this Section 1.

(11) Prohibitions. The following are prohibited or restricted within the City, as noted:

- a. WCF interference with City and public safety communication systems and/or area television or radio broadcasts – Prohibited;
- b. Freestanding towers within residential areas – Prohibited;
- c. Lattice towers – Prohibited;
- d. Guy wires – Restricted. No guy wire or other support wires shall be used in connection with such antenna, antenna array or its support structure except when used to anchor the antenna, antenna array or support structure to an existing building or ground to which such antenna, antenna array or support structure is attached.

(12) Lease or License Agreement Required. A lease or license agreement is required to be submitted by the provider in a form acceptable to the City describing, at a minimum, the responsibilities of the landowner, service provider(s), any other lessors and lessees, all other parties, and the City applicable to any structures, operations, termination of operation, removal or replacement costs associated with the facilities, to ensure the continued safety and appearance of the structures, equipment and amenities as specified in this article.

(13) Structural Standards. WCFs must conform to the most current revision of EIA 222 standards. The Director of Planning or designee shall have the authority to inspect the WCF at any time to ensure the structure is safe and not a danger to the public.

(14) Architectural Compatibility.

- a. All facilities shall be designed to minimize the visual impact to the greatest extent feasible, considering technological requirements, by means of placement, screening and camouflage, to be compatible with existing architectural elements and building materials and other site characteristics. The applicant shall use the smallest and least visible antennas possible to accomplish the owner/operator's coverage objectives.
- b. Colors and materials for facilities shall be chosen to minimize visibility. Facilities shall be painted or textured using colors to match or blend with the primary background.
- c. WCFs located on buildings, walls or roofs, shall blend with the existing building's architecture by painting or shielding with material that is consistent with the design features and materials of the building.
- d. Equipment enclosures on WCFs shall be designed consistent with this Section 1 or placed in underground vaults.

(15) Screening. A masonry screening wall a minimum of six feet (6') in height shall be provided to screen as much of the support structure and the equipment enclosure as reasonably

possible. The following standards shall apply to all WCFs. However, if the antenna is mounted flush with the building or on the roof, and other equipment is located inside the existing building, landscaping shall not be required. The following standards shall apply to all WCFs:

- a. Support structures and equipment enclosures shall be installed to maintain and blend with the existing landscaping on-site, including trees, foliage and shrubs, whether or not utilized for screening.
- b. A six foot (6') masonry screening wall shall be provided along the perimeter of the enclosure to visually screen the support structures and above ground equipment enclosures. The screening wall shall be comprised of masonry or cementitious fiber planking.
- c. Upon completion, the owner(s)/operator(s) of the facility shall be responsible for the continued maintenance and replacement of all required landscaping and screening materials.
- d. Fencing. Security fencing, if installed, shall be by a wrought iron or vinyl coated chain-link fence with a masonry screening wall, each not less than six feet (6') in height, consistent with the requirements of Article VI, Section 16 Fences of this ordinance.

(16) Color/Materials. WCFs located on buildings, walls or roofs, or structures shall be painted or constructed of materials to match the color of the structure directly behind them to reduce the visibility of the WCF. To the extent any WCFs extend above the height of the vegetation immediately surrounding it, they shall be painted in a nonreflective light gray, light blue or other hue, which blends with the skyline and horizon.

(17) Facility Lighting and Signage.

- a. Facility lighting shall be designed to meet but not exceed minimum requirements for security, safety or FAA regulations. Lighting of antennas or support structures is prohibited unless required by the FAA. In all instances the lighting shall be designed to avoid glare and minimize illumination on adjacent properties. Lighting shall also comply with all of the City's lighting regulations.
- b. Signs shall be limited to those needed to identify the telephone number(s) to contact in an emergency, public safety warnings, certifications or other required seals. These signs shall also comply with the requirements of the City's sign regulations including appropriate permit provisions.
- c. Advertising is prohibited anywhere on a WCF except for minimum signage required by the Federal Communications Commission (FCC) regulations.
- d. An identification sign for each service provider responsible for the operation and maintenance of a WCF at the site, not larger than two (2) square feet, shall be posted at a location from which it can be easily read from outside the perimeter of the WCF, and shall provide the name, address, and emergency telephone number of the responsible service provider.

(18) Parking. In addition to other off-street parking spaces required by other uses on the project site, one off-street parking space shall be provided for use by maintenance workers, excluding utility pole mounted WCFs.

(19) Access. In addition to ingress and egress requirements of the current building codes adopted by the City, access to and from WCFs and equipment shall be regulated as follows:

- a. No WCF or equipment shall be located in a required parking area or in a maneuvering or vehicle/pedestrian circulation area such that it interferes with, or in any way impairs, the intent of functionality of the original design.
- b. The WCF shall be secured from access by the general public, but access for emergency services must be ensured. Access roads shall comply with fire code standards for emergency vehicular access.

(20) WCF Specific Standards. In addition to other standards identified in this Section, street pole and facade attached WCFs shall also meet the following conditions and criteria.

- a. Facade Attached WCFs. Equipment enclosures shall be located within the structure in which the WCF is placed or located underground if site conditions permit. Otherwise, equipment enclosures shall comply with the design standards listed in paragraph (20) b.iv below.
- b. Utility Pole/Tower Attached WCFs.
 - i. Attachment. Only one (1) WCF shall be permitted on any one street pole. More than one WCF may be attached to an Electric Transmission Tower (ETT). The antenna shall be equal to or less than six feet (6') in height, including the support system, if any. Surface area of an antenna shall not exceed five hundred eighty (580) square inches. The antenna shall be either fully concealed within the street pole or camouflaged to appear to be an integrated part of the street pole. Antennas on ETTs or an antenna not flush mounted on the side of the street pole, shall be centered on the top of the street pole to which it is attached and camouflaged or disguised.
 - ii. Utility Separation. In the event that a utility located upon a street pole or an ETT requires vertical separation between its utility facilities and the antenna so attached, the antenna may be raised by a support system to accommodate the separation requirement to an elevation not exceeding an additional fifteen feet (15') above the top of the tower or the required separation, whichever is less. Any such support shall not be greater in diameter than the existing street pole and shall be designed to blend into the colors and textures of the existing street pole.
 - iii. Pole Replacement. Existing street poles may be replaced with a new street pole of the same height, dimension and appearance as the existing street pole except that a fifteen foot taller pole may be used in instances described in (j)(2) below. An antenna located upon the new street pole shall conform with the development regulations specified in this Ordinance.
 - iv. Equipment Enclosures.
 - a) Below Ground. An underground equipment enclosure may be connected to an above-ground equipment enclosure provided that no greater than six (6) cubic feet is above ground.

- b) Above Ground. Above-ground equipment enclosures shall not be greater than six (6) cubic feet in volume. No single dimension shall exceed three feet (3). The equipment enclosure shall be constructed so as to minimize its visual impact. A masonry screening wall a minimum of six feet (6') in height shall be installed and maintained to completely obscure the visibility of the equipment enclosure from the developed street and adjacent properties. Sight distance clearance shall be maintained for the equipment enclosure and associated landscape pursuant to the requirements of this Section and City ordinances.
- v. Horizontal Separation. For WCFs located within private or public rights-of-way, there shall be a minimum horizontal separation of three hundred feet (300') between the WCFs of a single licensed carrier and a minimum horizontal separation of one hundred feet (100') between the WCFs of any other licensed carrier.
- vi. The Commission and Council may approve an encroachment permit, after staff review of the WCF permit application. In the event the utilities located on a street pole are relocated underground, the WCF shall be relocated to another location pursuant to the requirements of this ordinance.

(j) Safety.

- (1) Federal Requirements. All WCFs shall meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the WCFs governed by this ordinance shall bring such WCFs into compliance with the revised standards and regulations within three (3) months of the effective date of the revised standards and regulations, unless a more stringent compliance schedule is maintained by the controlling federal agency. Failure to bring WCFs into compliance with such revised standards and regulations shall constitute grounds for the removal of the WCF at the owner's expense.
- (2) Antenna Support Structure Safety. The applicant shall demonstrate that the proposed antenna and support structure are safe and the surrounding areas shall not be negatively affected by support structure failure, falling ice or other debris or interference. All support structures shall be fitted with anti-climbing devices, as approved by the manufacturers.
- (3) Structural Certification. Prior to the installation of any building/roof mounted telecommunications antenna, antenna array or support structure, the City's Director of Planning or designee shall be provided with a structural engineer's certification that the structure will support and not be adversely affected by the proposed antenna and associated equipment.

(k) Exempt Communication Facilities. The requirements imposed by this Article shall not apply to antennas designed to receive video programming signals from direct broadcast satellite (DBS) services, multi-channel multipoint distribution providers (MMDS), or television broadcast stations (TVBS) provided that all of the following conditions are met:

- (1) The antenna measures thirty-nine (39") inches (one (1) meter) or less in diameter;

- (2) The antenna, if attached to a building, shall comply with section (h)(5); and the antenna is attached to a freestanding tower measuring less than twelve feet (12') in height; and,
- (3) Lightning rods, private mobile radio systems, amateur radio antennas less than fifty feet (50') in height and whip antennas less than four inches (4") in diameter and less than ten feet (10') in height are not subject to the requirements of this Article IV.

(l) Recovery and Revocation

- (1) Recovery of City Costs. The wireless communication providers use various methodologies and analysis tools, including geological based computer software, to determine the specific technical parameters of personal wireless services and low power mobile radio facilities, such as expected coverage area, antenna configuration, topographic constraints that affect signal paths, etc. In certain instances, there may be need for expert review by a third party of the technical data submitted by the applicant. If requested, the Council may require such technical review to be paid for by the applicant. The selection of the third party expert shall be at the City's discretion. Based on the results of the third party review, the City may require changes to the application for the WCF that comply with the recommendations of the expert. The expert review of the technical submission shall address the following:
 - (2) The accuracy and completeness of submissions;
 - a. The applicability of analysis techniques and methodologies;
 - b. The validity of conclusions reached; and
 - c. Any specific technical issues designated by the City.
 - (3) Revocation or Termination of Permit. A permit issued pursuant to this section may be revoked for the following reasons:
 - a. Construction, and/or maintenance operation of a WCF at an unauthorized location;
 - b. Construction or operation of a WCF in violation of any of the terms and conditions of this ordinance or the conditions attached to the permit;
 - c. Misrepresentation or lack of candor by or on behalf of an applicant, permittee or wireless communication provider in any application or written or oral statement upon which the City substantially relies in making the decision to grant approval or amend any permit pursuant to this ordinance;
 - d. Discontinuance of the WCF as set forth in this ordinance; or
 - e. Failure to promptly cure a violation of the terms or conditions of the permit.
 - f. Failure to commence and complete the permitted work as provided in Section (j)(5).
- (4) Notice to Cure.
 - a. Notice. In the event the City believes that grounds exist for revocation of a permit, the permittee shall be given written notice, by certified mail, of the apparent violation or noncompliance, providing a short concise statement of the nature and general facts of the violation or noncompliance, and providing the permittee a reasonable period of time not exceeding thirty (30) calendar days to furnish evidence:

- i. That corrective action has remedied the violation or noncompliance;
 - ii. That rebuts the alleged violation or noncompliance; and/or
 - iii. That [it] would be in the public interest to impose some penalty or sanction less than revocation.
- (5) Hearing. In the event that a permittee fails to provide evidence reasonably satisfactory to the City as provided in Section (l)(4) above, the City shall refer the apparent violation or noncompliance to the council.
 - a. The council shall provide the permittee notice and reasonable opportunity to be heard concerning the matter and two (2) public hearings shall be conducted, one before the commission for the purpose of receiving the Commission's recommendation, and a second before the council.
 - b. Within ten (10) calendar days of the completion of the second public hearing, the council shall issue a written decision revoking the site development permit for the WCF or imposing such lesser sanctions as may be deemed appropriate under the circumstances.
 - c. In making their recommendation and decision, respectively, the Commission and Council shall apply the following factors;
 - i. Whether the misconduct was egregious;
 - ii. Whether substantial harm resulted or is likely to result without corrective action;
 - iii. Whether the violation was intentional;
 - iv. Whether there is a history of prior violations of the same or other requirements;
 - v. Whether there is a history of overall non-compliance; and
 - vi. Whether the violation was voluntarily disclosed, admitted or cured.

(m)Appeal.

Any entity that desires to erect or utilize wireless communication facilities and to present evidence that such entity would be limited by the current ordinances or regulations of the City dealing with zoning and land use may apply for plan or permit approval under this section and seek amendment or repeal of the ordinance requirement. The Council shall, upon a showing that strict application of the regulations would prohibit or have the effect of prohibiting personal wireless service, as defined by federal law, modify the subject regulations, consistent with the spirit and intent of this Section, to the extent necessary to prevent the prohibition.

(n) Additional Enforcement.

In addition to any other relief provided by this Ordinance, the City may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this article and other available relief.

(o) Conflict of regulations.

This section shall not be construed, applied, interpreted nor enforced in a manner that conflicts with federal or state regulations, limitations or other applicable requirements. If any term or

provision of this section conflicts with state or federal law, this section shall be construed and interpreted consistent with such law, and the state or federal law shall prevail. In the event of a conflict between this section and any other ordinance, the most restrictive standard applies.



**MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, December 12, 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 adjourned at 6:00 p.m.
2. Roll Call.
All commissioners were present except Commissioner Laura Lantrip.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the December 5, 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.

6. Review Board and Commission Reference Book.

CONSENT AGENDA: ACTION

Motion to approve Consent Agenda items 7-8

By: Board Member Mahan

Seconded: Board Member Calame

Vote: 6 - 0 None

7. Approval of the minutes for meeting held on November 26, 2024.
8. Approval of the Site Development and Dry Utility Application Forms pursuant to Article IX, Section 3 (a) (1) (iii). of the Composite Zoning Ordinance; Leander, Williamson & Travis Counties, Texas.

PUBLIC HEARING: ACTION

9. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0144 to amend the current zoning of PAG Leander H1 PUD (Planned Unit Development) with the base zoning district of GC-4-A (General Commercial) to allow for an automobile dealership with unlimited outdoor storage on Lot 2, Block B of the PAG Leander H1 Subdivision on one (1) parcel of land approximately 13.342 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R461858; and more commonly known as 9480 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0144 as described above.

Public Hearing opened at 6:05 p.m.; Public Hearing closed at 6:05 p.m. No one spoke in favor or opposition of the request.

Motion to approve the Zoning case Z-24-0144.

By: Board Member Mahan
Seconded: Board Member May

Vote: 6 - 0 None

10. Conduct a Public Hearing and consider action regarding Ordinance Case OR-24-0024 to amend the Composite Zoning Ordinance to adopt updates to Article IV regarding Wireless Communications Facilities, and to provide for related matters; Williamson & Travis Counties, Texas. Applicant: City of Leander.

- Discuss and consider action regarding Ordinance Case OR-24-0024 as described above.

Public Hearing opened at 6:14 p.m.; Public Hearing closed at 6:14 p.m. No one spoke in favor or opposition of the request.

Motion to approve the Ordinance Case OR-24-0024, following a discussion.

By: Board Member Calame
Seconded: Board Member LeDay

Vote: 6 - 0 None

REGULAR AGENDA

11. Adjournment
Meeting adjourned at 6:19 p.m.

APPROVED

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case FP-23-0052 KNR Properties Short Form Final Plat; more particularly described by Williamson Central Appraisal District Parcel R031686, generally located west of the intersection of N. Bagdad Road and Middle Brook Drive, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the KNR Properties Short Form Final Plat application June 23, 2025. 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.

HISTORY/TIMELINE:

12/23/2023 – Short Form Final Plat Application Expired
06/23/2024 -- Short Form Final Plat Application Staff Extension Expired
12/23/2024 – Short Form Final Plat Application City Council Extension Expired

APPLICANT/AGENT:

CRD Group, LLC. (Michael Chapa) on behalf of Retail Pro, LLC. (Ramis Prasla)

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 by City Council. Approving this extension would grant an extension to June 23, 2025, and will allow the developer to finalize the plat requirements and schedule the plat for approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. FP-23-0052 Att 1 Extension Request - KNR Properties
2. FP-23-0052 Att 2 Location Map - KNR Properties
3. FP-23-0052 Att 3 Ordinance - KNR Properties

CRD Group, LLC.
11508 DK Ranch Road
Austin, Texas 78759
512-775-5166

January 7, 2025

Veronica Tovar
City of Leander
Leander, Texas 78646

**Re: KNR Properties Final Plat
1607 N Bagdad Road C-Store
FP-23-0052– Extension Request**

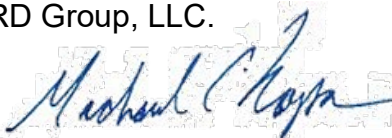
Dear Ms. Tovar,

This letter has been prepared to request an extension to the KNR Properties Final Plat Project Number FP-23-0052. The Final Plat expired while working with the City to navigate the approval of the site plan. We anticipate the Site plan approval prior to the expiration of the proposed extension.

Should you have any questions concerning this information, please call me at your convenience.

Very truly yours,

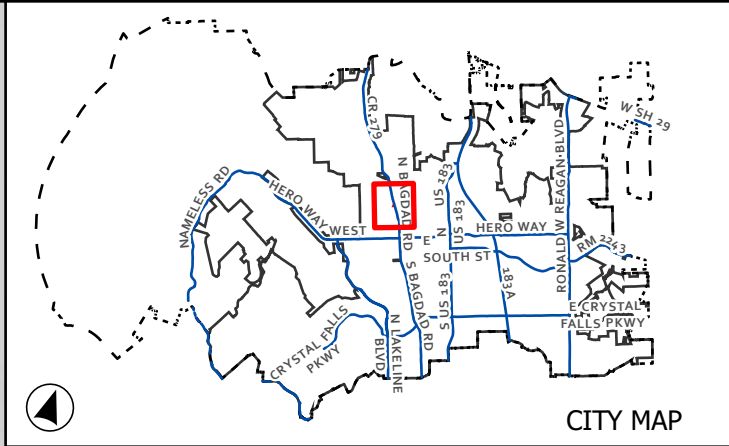
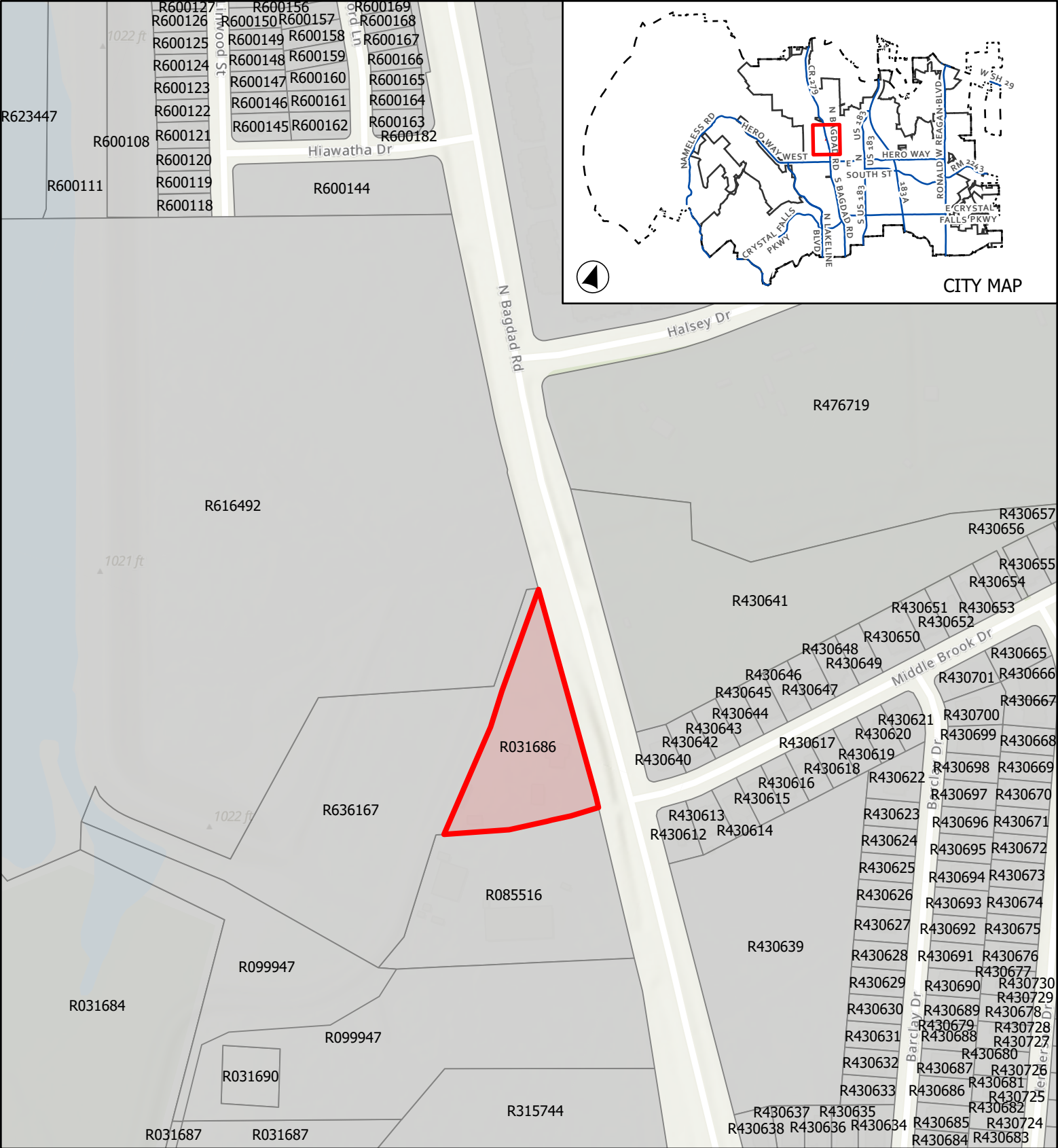
CRD Group, LLC.



Michael R. Chapa, P.E.



Attachments



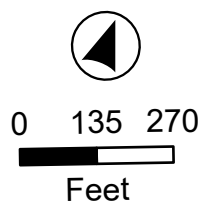
CASE: FP-23-0052

ATTACHMENT 2

KNR PROPERTIES
SHORT FORM FINAL PLAT

Location Map

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



- City Limits
- ETJ Boundary
- Subject Boundary

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 SHORT FORM FINAL
PLAT APPLICATION FOR THE KNR PROPERTIES SUBDIVISION.**

WHEREAS, Section 24 (g) (1) of the City’s Subdivision Ordinance provides that the short form 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 short form 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 short form final plat;

WHEREAS, the Planning Department granted one six (6) month extension for the short form final plat application (the “Short Form Final Plat Application”) which expires on or about June 23, 2024;

WHEREAS, the City Council granted one six (6) month extension for the short form final plat application (the “Short Form Final Plat Application”) which expires on or about December 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 Short Form Final Plat Application because the applicant is actively working to address the short form final plat comments and move forward with short form 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 Short Form Final Plat Application to June 23, 2025. In the event that the Short Form Final Plat Application is not approved by the Planning and Zoning Commission on or before to June 23 2025, the Short Form Final Plat Application shall expire.

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

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at

which this Ordinance was considered was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on First Reading this the 6th day of February, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case PICP-22-0015 Preserve at Mason Creek; more particularly described by Williamson Central Appraisal District Parcel R655944, generally located along Horseshoe Drive, approximately 240 feet east of Circle Diamond Lane, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the construction plans. Article II, Section 23(g) includes the following provisions.

(g) Application Expiration.

- (1) The Construction Plans 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 construction plans are 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 construction plans. Substantial progress shall consist of, at a minimum, a resubmission of the construction plans 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 finalize the approval of the construction plans.

HISTORY/TIMELINE:

08/15/2023 - Construction Plans Application Expired

02/15/2024 - Construction Plans Application Staff Extension Expired

APPLICANT/AGENT:

Kimley-Horn (Lance Oriti) on behalf of CM Horseshoe Partners, LP (Brian Crittendon)

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 construction plans application expires nine (9) months after the first review comment letter for the construction plans is sent to the applicant.

Staff recommends approval of an extension through August 2, 2025. Approving this extension will allow the developer to finalize the construction plans and schedule a pre-construction meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. PICP-22-0015 Att 1 Extension Request - Preserve at Mason Creek
2. PICP-22-0015 Att 2 Extension Request - Preserve at Mason Creek
3. PICP-22-0015 Att 3 Extension Request - Preserve at Mason Creek
4. PICP-22-0015 Att 4 Location Map - Preserve at Mason Creek
5. PICP-22-0015 Att 5 Ordinance - Preserve at Mason Creek

EXTENSION REQUEST LETTER

October 1, 2024

City of Leander
201 North Brushy Street
Leander, TX 78641

Re: The Preserve at Mason Creek Public Improvement Construction Plans (22-PICP-0015) – Application Extension Request

We understand that the above referenced application expired on February 2, 2024. Please accept this letter as a formal request to extend the application six months to August 2, 2024 to allow time for other permit approvals associated with this project.

Sincerely,

A handwritten signature in black ink that reads "Lance Oriti". The signature is written in a cursive, flowing style.

Lance Oriti, PE

EXTENSION REQUEST LETTER

October 1, 2024

City of Leander
201 North Brushy Street
Leander, TX 78641

Re: The Preserve at Mason Creek Public Improvement Construction Plans (22-PICP-0015) – Application Extension Request

Kimley-Horn has provided an application extension request for the above referenced project to extend the application six months to August 2, 2024. Please accept this letter extension request to extend the application another six months until February 2, 2025. The construction plans have been provided to the City for signature and extension fees have been paid.

Sincerely,



Lance Oriti, PE

EXTENSION REQUEST LETTER

January 23, 2025

City of Leander
201 North Brushy Street
Leander, TX 78641

Re: The Preserve at Mason Creek Public Improvement Construction Plans (22-PICP-0015) – Application Extension Request

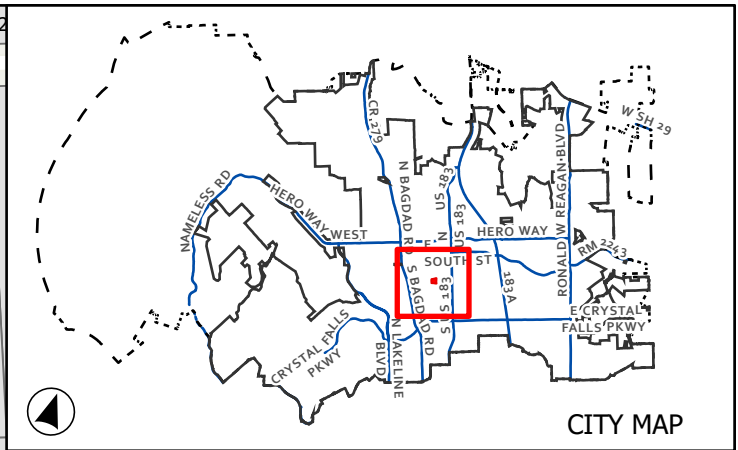
We respectfully request a permit application extension request for The Preserve at Mason Creek Public Improvement Construction Plans (22-PICP-0015). We have shown substantial progress in obtaining approval of the site development application and are working towards our 4th submittal with the city advancing through the comments issued from our reviewers.

Please consider our request for a six-month extension of the application 22-PICP-0015.

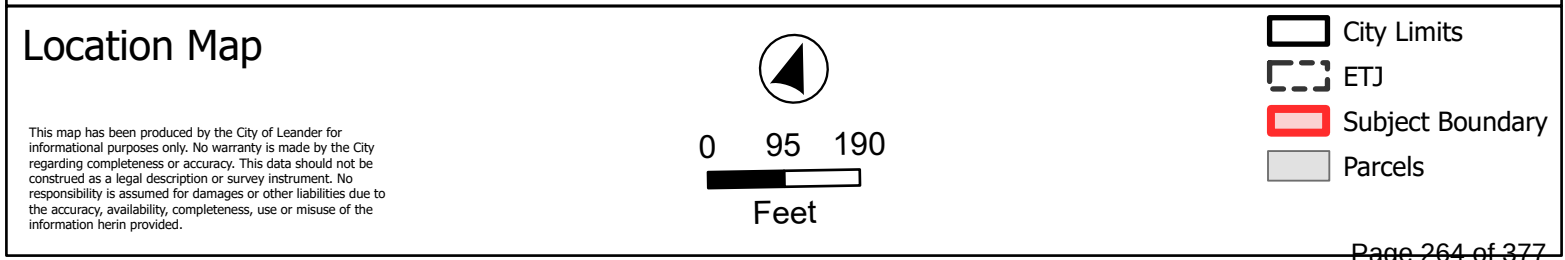
Sincerely,

A handwritten signature in black ink that reads "Lance Oriti". The signature is written in a cursive, flowing style.

Lance Oriti, PE



CASE: PICP-22-0015 **ATTACHMENT 4** **PRESERVE AT MASON CREEK**



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 CONSTRUCTION PLAN
APPLICATION FOR THE PRESERVE AT MASON CREEK
SUBDIVISION.**

WHEREAS, Section 23 (g) (1) of the City’s Subdivision Ordinance provides that the construction plan 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 construction plan are not approved due to the applicant’s failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 23 (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 construction plan;

WHEREAS, the Planning Department granted one six (6) month extension for the construction plan application (the “Construction Plan Application”) which expired on or about February 2, 2024;

WHEREAS, the applicant has requested an additional three (3) six (6) month extensions (for a total of a period of eighteen (18) months);

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 Construction Plan Application because the applicant is actively working with the Planning Department and will be able to address the construction plan comments and move forward with construction 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 Council hereby grants an extension of the expiration date for the Construction Plan Application to August 2, 2025, to be applied as of February 2, 2024. In the event that the Construction Plan Application is not approved by the Planning and Zoning Commission on or before to August 2, 2025, the Construction Plan Application shall expire.

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

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on First Reading this the 6th day of February, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case PICP-23-0067 Travisso Phase 5, Sections 6 and 8; more particularly described by Travis Central Appraisal District Parcel 844741, generally located southeast of the intersection of Durango Hills Drive and Good Night Trail, Leander, Travis County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the construction plans. Article II, Section 23(g) includes the following provisions.

(g) Application Expiration.

- (1) The Construction Plans 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 construction plans are 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 construction plans. Substantial progress shall consist of, at a minimum, a resubmission of the construction plans 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 finalize the approvals associated with entities outside of the City of Leander.

HISTORY/TIMELINE:

11/29/2022 - Preliminary Plat Approved
10/07/2024 - Preliminary Plat Minor Revision #1 Approved
03/29/2024 - Construction Plans Application Expired
09/29/2024 - Construction Plans Application Staff Extension Expired

APPLICANT/AGENT:

GBA (Stephen A. Sherrill) on behalf of Travisso, Ltd. (Mark Berman)

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 preliminary plat application expires nine (9) months after the first review comment letter for the construction plans is sent to the applicant.

Staff recommends approval of an additional six (6) month extension. Approving this extension would grant an extension to March 29, 2025 and will allow the developer to finalize the construction plans and schedule a pre-construction meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. PICP-23-0067 Att 1 Extension Request - Travisso Ph 5, Sec 6 & 8
2. PICP-23-0067 Att 2 Location Map - Travisso Ph 5, Sec 6 & 8
3. PICP-23-0067 Att 3 Ordinance - Travisso Ph 5, Sec 6 & 8

September 30, 2024

Ms. Robin Griffin
Executive Director of Development Services
City of Leander, TX
201 N. Brushy St.
Leander, TX 78641

Via email: rgriffin@leandertx.gov

RE: PICP-23-0067 Travisso Ph. 5, Sections 6 & 8 Construction Plans Application 2nd Extension Request

Dear Ms. Griffin,

The above referenced PICP project application is due to expire on 9/29/2024. This letter is being submitted as a request for an extension regarding this project. The reason for this request is as follows:

1. City Staff reported on 9/27/24 that all comments have been cleared for PP-24-0054, Travisso Ph 5 Sections 6, 8, & 10 Minor Preliminary Plat Revision. Approval of the Preliminary Plat Revision has been a condition of approval for PICP-23-0067 along with two other minor comments to clear.
2. LCRA Highland Lakes Watershed Ordinance reviews have been outside the norm, and LCRA has attributed their inability to timely review submittals due to staffing, understaffed, turn over, and retirements, and having 4 managers in 2 years. (see attached LCRA emails).

This letter request is being uploaded to the Development HUB.

Respectfully submitted.

GEORGE BUTLER ASSOCIATES, INC.



Stephen A. Sherrill, P.E., R.P.L.S.

w/attachment

cc: Karina Costello, City of Leander, via email
Veronica Tovar, City of Leander via email
Ellen Coufal, City of Leander via email
Brad Garner, Taylor Morrison via email

Stephen Sherrill

From: Polly Johnson <Polly.Johnson@LCRA.ORG>
Sent: Wednesday, June 12, 2024 5:04 PM
To: Stephen Sherrill
Subject: RE: HLWO New Manager

CAUTION: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

Steve,

Lillian Butler is our new manager (Lillian.Butler@LCRA.org); she was previously over the Edwards Aquifer Program at TCEQ. She's still doing all of the LCRA-required on-boarding/training and has not yet been in the office with us for more than just a few hours here and there. Tomorrow will be her first full day in the office with the HLWO staff, and she'll be meeting with several of us throughout the day. One of the topics I do intend to discuss is the review backlog and the need to get another review engineer on board. It's my understanding that the position will be posted on our jobs board soon.

Is the meeting you requested below for something other than the meeting we have scheduled on Monday?

Polly Mayfield Johnson, P.E.
Lower Colorado River Authority; Senior Engineer
O (512) 730-6750
Polly.Johnson@lcra.org

From: Stephen Sherrill <ssherrill@gbateam.com>
Sent: Tuesday, June 11, 2024 6:01 PM
To: Polly Johnson <Polly.Johnson@LCRA.ORG>
Subject: HLWO New Manager

CAUTION - EXTERNAL EMAIL
Phishing? **Click the fish** in Outlook

Miss Polly,

Good Afternoon. Heard LCRA was getting a new manager for the HLWO Dept. Can you share that person's name and contact information please?

Also, could GBA schedule a Teams Call with you Wednesday, Thursday or Friday anytime after 2:00 PM this week?

Regards,
Steve

Stephen A. Sherrill, PE, RPLS Director of AES
9601 Amberglen Blvd, Suite 109 | Austin, TX 78727
d 737.247.7537 c 512.656.3766

Stephen Sherrill

From: Polly Johnson <Polly.Johnson@LCRA.ORG>
Sent: Monday, July 1, 2024 8:24 AM
To: Stephen Sherrill; HLWO
Cc: Dagoberto Sanchez; Scott Senteney; Norm Spalding
Subject: RE: Travisso Ph 5 Sec 10 - LCRA #D12-00017.43

CAUTION: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

I was working on it late last week, and will get comments out this week. While we did recently hire a new department manager, we have not yet replaced the engineering review staff that we lost.

Polly Mayfield Johnson, P.E.
Lower Colorado River Authority; Senior Engineer
O (512) 730-6750
Polly.Johnson@lcra.org

From: Stephen Sherrill <ssherrill@gbateam.com>
Sent: Monday, July 01, 2024 8:22 AM
To: Polly Johnson <Polly.Johnson@LCRA.ORG>; HLWO <HLWO@LCRA.ORG>
Cc: Dagoberto Sanchez <dsanchez@gbateam.com>; Scott Senteney <[REDACTED]>; Norm Spalding <[REDACTED]>
Subject: Travisso Ph 5 Sec 10 - LCRA #D12-00017.43

CAUTION - EXTERNAL EMAIL
Phishing? **Click the fish** in Outlook

Good Morning Polly, hope this message finds you well.

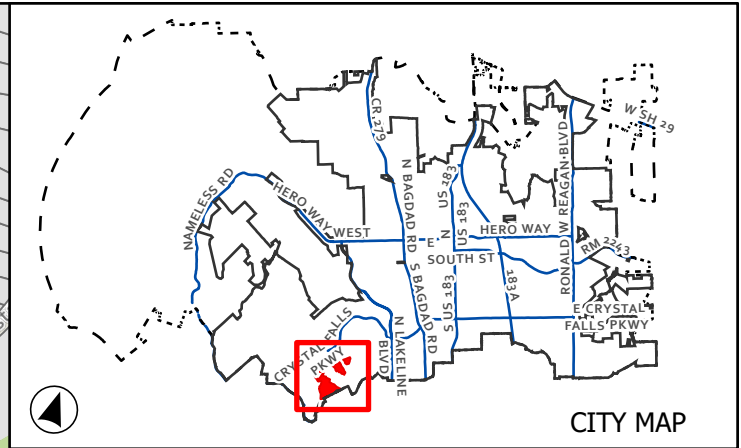
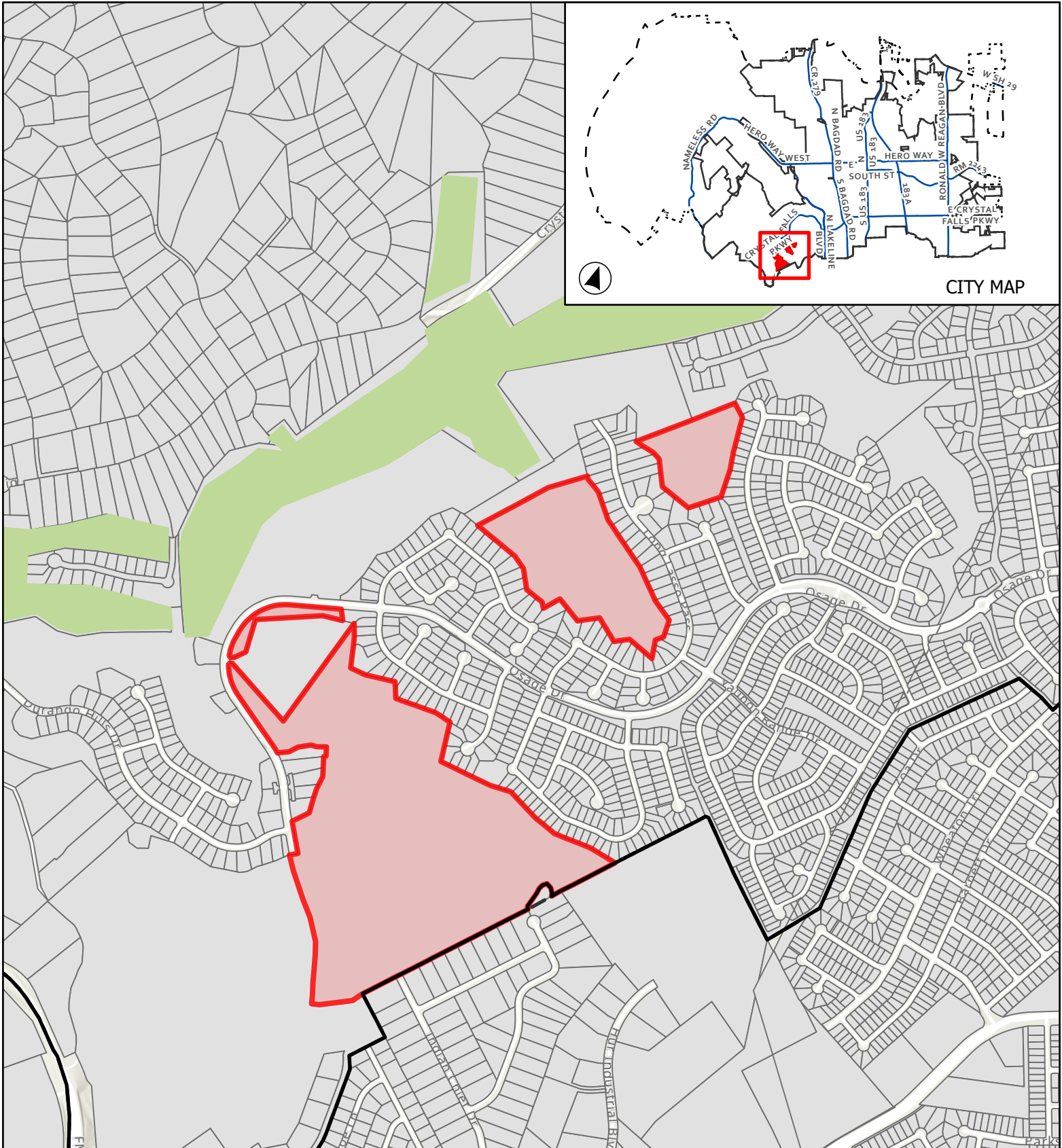
I am following up the status of LCRA's plan review for **Travisso Ph 5 Sec 10 - LCRA #D12-00017.43** last submitted on April 16, 2024. Our Client and GBA are concerned since LCRA has not provide any comments or approval as of July 1, 2024. GBA staff inquired late May and received an acknowledgement from you on 5/28/24 that Travisso Ph 5 Sec 10 needed to be knocked out.

We understand LCRA now has additional staffing and is committed to working thru the backlog. Please let us know how we can help in any way.

Regards,

Stephen A. Sherrill, PE, RPLS Director of AES
9601 Amberglen Blvd, Suite 109 | Austin, TX 78727
d 737.247.7537 c 512.656.3766





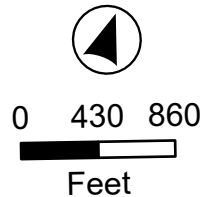
CASE: PICP-23-0067

ATTACHMENT 2

TRAVIS PH 5
SEC 6 & 8

Location Map

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



- City Limits
- ETJ
- Subject Boundary
- City Parks
- Parcels

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 CONSTRUCTION PLAN
APPLICATION FOR THE TRAVISSO PHASE 5, SECTIONS 6 AND 8
SUBDIVISION.**

WHEREAS, Section 23 (g) (1) of the City’s Subdivision Ordinance provides that the construction plan 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 construction plan are not approved due to the applicant’s failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 23 (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 construction plan;

WHEREAS, the Planning Department granted one six (6) month extension for the construction plan application (the “Construction Plan Application”) which expired on or about September 29, 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 Construction Plan Application because the applicant is actively working with the Planning Department and will be able to address the construction plan comments and move forward with construction 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 Construction Plan Application to March 29, 2025. In the event that the Construction Plan Application is not approved by the Planning and Zoning Commission on or before to March 29, 2025, the Construction Plan Application shall expire.

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

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

Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on First Reading this the 6th day of February, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

Approval of the purchase of a Samsara vehicle telematics system and related installation services through Samsara's authorized reseller Carahsoft Technology Corporation using the Omnia GA: 23-6692 cooperative contract in the amount of \$197,458.62 over three (3) years; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

As the City vehicle fleet has rapidly grown over the last few years with greater demand for City services, several challenges have arisen relating to timely vehicle maintenance, supervision of proper use of City vehicles, and ensuring that City vehicles are being assigned and utilized in the most efficient manner. The Samsara telematics system interfaces with the car computer and is able to GPS track vehicles, receive real time vehicle maintenance information and alerts, and integrate with various system to improve safety, efficiency, and maximize vehicle reliability and driver safety. The Samsara device transmits vehicle details and driving behaviors to a cloud instance specific to the City of Leander for review by authorized personnel. The system can also generate immediate email and text message alerts for events like aggressive driving behaviors (harsh turns, speeding, etc.) and vehicle maintenance issues (e.g. the check engine light illuminates, oil is low, etc.).

It is anticipated that the new Safety/Risk Manager position in Human Resources will utilize this system to identify driving behaviors and other driving-related risk factors which need to be addressed to reduce the City's potential liability. Department heads (and their designees) will have the ability to view vehicles in their departments through the cloud portal and utilize that information to maximize route efficiency and ensure City vehicles are operated within both City and department policies. The vehicle maintenance tracking and alert capabilities are expected to lower fleet maintenance costs by bringing immediate and early attention to vehicle problems so the issues can be corrected before they become more extensive and expensive to fix. The Samsara telematics system can also alert on mileage-based events, such as an oil change being required. These alerts can assist supervisors with ensuring basic vehicle maintenance is taking place at the appropriate time. This solution is currently utilized by several Texas municipalities, including the City of Georgetown and City of Houston.

It is recommended that the City utilize the pre-negotiated Omnia co-op contract due to favorable pricing and terms made available to members of the cooperative because of its large purchasing volume. Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation) allows the City to take advantage of these negotiated volume prices at no additional fee to the municipality and contains a provision satisfying any other state law requiring competitive bids.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff respectfully recommends approval.

PRESENTER:

Christy Davis, Executive Director of Administration

Stuart Smith, Assistant Director of IT/Information Security Officer

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$197,458.62
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time and recurring
<u>Fund source (Operating / Utility / etc.):</u>	Multiple

Attachments:



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

Approval of a Resolution to apply for a grant from the 2025 State Homeland Security Program (SHSP) for a drone program consisting of three (3) unmanned aerial systems (UAS) and training for ten (10) personnel at a cost of \$100,000.00 with no matching funds from the City; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The City of Leander Office of Homeland Security and Emergency Management is applying for the 2025 State Homeland Security Program (SHSP) Grant No. 5392101, for the purchase of three (3) Unmanned Aerial System (UAS) or otherwise known as drones, and the training of ten (10) personnel to obtain their FAA Part 107 certificate for the operation of drones.

These drones will allow the Office of Homeland Security and Emergency Management to rapidly assess scenarios and gather on-the-ground intelligence in real time to provide for more efficient coordination of resources. In addition, the drones will provide support for emergency operations such as search and rescue, damage assessments, flooding, wildland firefighting, and for reconnaissance and locating potential hazard areas during fire suppression operations.

The grant, if awarded, would cover the complete costs of the requested items without any matching funds required of the City.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Billy Wusterhausen, Fire Chief

Fiscal Impact

Attachments:

1. 2025 SHSP UAS Grant Resolution

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LEANDER, TEXAS TO APPLY FOR A GRANT FROM THE 2025 STATE HOMELAND SECURITY PROGRAM (SHSP) FOR A DRONE PROGRAM CONSISTING OF THREE (3) UNMANNED AERIAL SYSTEMS (UAS) AND TRAINING FOR TEN (10) PERSONNEL AT A COST OF \$100,000.00 WITH NO MATCHING FUNDS FROM THE CITY OF LEANDER.

WHEREAS, the City of Leander finds it in the best interest of the citizens of Leander, that the Leander Homeland Security and Emergency Management apply for a grant from the 2025 State Homeland Security Program (SHSP) Grant Program for three unmanned aerial systems (UAS) and training for ten personnel for Part 107 certification at a cost of \$100,000.00 with no matching funds from the City of Leander; and

WHEREAS, the City of Leander agrees that in the event of loss or misuse of the 2025 State Homeland Security Program (SHSP) Grant, the City of Leander City Council assures that the funds will be returned to the State Homeland Security Program (SHSP) Grant in full; and

WHEREAS, the City of Leander designates the City Manager as the Grantee's authorized official. The authorized official is given the power to apply for, reject, alter, or terminate the grant on behalf of the applicant agency.

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

SECTION 1. The City Council authorizes the Leander Homeland Security and Emergency Management Office's application to the 2025 State Homeland Security Program (SHSP) Grant for a Leander Unmanned Aerial System (UAS) program.

SECTION 2. Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

SECTION 3. Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby severable.

SECTION 4. The resolution shall take effect immediately from and after its passage, and it is duly resolved.

PASSED, AND APPROVED this the 6th day of February 2025.

CITY OF LEANDER, TEXAS

ATTEST:

Christine DeLisle, Mayor

Dara Crabtree, City Secretary

2025 SHSP Grant Number 5392101



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-24-0137 to amend the current zoning of PAG Leander H1 PUD (Planned Unit Development) with a base zoning district of GC-4-A (General Commercial) to allow for an automobile dealership with unlimited outdoor storage without a primary structure on one (1) parcel of land approximately 6.592 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R578129; and legally described as Lot 1, Block A of the PAG Leander H1 Subdivision, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0137 as described above.

BACKGROUND:

This request is the second step in the zoning process. This property is located at the northeast corner of Hero Way and 183A Toll Road. The original PUD was adopted in 2018 and included 37.25 acres and a total of three (3) lots:

- Lot 1, Block A is proposed as a future expansion of vehicle inventory display associated with the existing dealership and a commercial lot subject to this proposed amendment.
- Lot 1, Block B is currently developed as a Honda and Hyundai Dealership.
- Lot 2, Block B proposed dealership.

The applicant has submitted this request in order to develop Lot 1, Block A as a vehicle display area associated with the automobile dealership located on Lot 1, Block B. The Composite Zoning Ordinance includes a limitation on the amount of outdoor display that is calculated based on the principal building size. In this case, the proposal is for a parking area for vehicle inventory without a principal building on the lot. This amendment would include removing the requirement to have a principal building and limitation on outdoor display. The applicant has included a commercial corner for future development of a commercial use.

The original PUD relaxed the display and screening requirements specifically for Lot 1, Block B and applied the ordinance standards to the remainder of the property. If the proposed amendment is approved, this development would also include unlimited outdoor display. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in an Employment Center as identified by the Comprehensive Plan. If the zoning change is not approved, the developer will not be able to expand the vehicle inventory for the existing car dealerships without a primary structure.

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

HISTORY/TIMELINE:

12/20/2018 – Zoning, Concept Plan, and Preliminary Plat Approved

01/09/2025 – Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Penske Automotive Group (Jeff Anderson) on behalf of PAG West, LLC. (George Raysik)

RECOMMENDATION:

Staff recommends approval. During the meeting of January 9, 2025, the Planning & Zoning Commission recommended approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-24-0137 Att 1 Planning Analysis - PAG Leander H1 PUD Amendment #1
2. Z-24-0137 Att 2 Current Zoning - PAG Leander H1 PUD Amendment #1
3. Z-24-0137 Att 3 FLU Map - PAG Leander H1 PUD Amendment #1
4. Z-24-0137 Att 4 Public Notification - PAG Leander H1 PUD Amendment #1
5. Z-24-0137 Att 5 Aerial Map - PAG Leander H1 PUD Amendment #1
6. Z-24-0137 Att 6 PUD Notes - PAG Leander H1 PUD Amendment #1
7. Z-24-0137 Att 7 Letter of Intent - PAG Leander H1 PUD Amendment #1
8. Z-24-0137 Att 8 Neighborhood Outreach - PAG Leander H1 PUD Amendment #1
9. Z-24-0137 Att 9 Ordinance - PAG Leander H1 PUD Amendment #1
10. Z-24-0137 Att 10 1-9-2025 P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-24-0137 PAG LEANDER H1 – PUD AMENDMENT #1

GENERAL INFORMATION

Owner/Agent:	Penske Automotive Group (Jeff Anderson) on behalf of PAG West, LLC. (George Raysik).
Current Zoning:	PAG Leander H1 PUD (Planned Unit Development) with the base zoning district GC-4-A (General Commercial)
Proposed Zoning:	PAG Leander H1 PUD Amendment #1 (Planned Unit Development) with the base zoning district of GC-4-A (General Commercial)
Size and Location:	The property is located at northwest of the intersection of 183A Toll Road and Autopark Drive, Leander, Williamson County, Texas, including approximately 6.592 acres.
Staff Contact:	Karina Castillo, Planning Manager

APPLICANT REQUEST

The applicant has submitted a request to amend the PUD in order to allow for vehicle parking of automotive dealerships to occur on a lot without a primary building. This request also reserves the corner lot for future commercial development.

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

The property is located to the north of an existing automobile dealership which was approved with the PAG Leander H1 PUD. The Composite Zoning Ordinance classifies vehicles from the automotive dealership as outdoor display. The Type 4 site component allows outdoor display when located on the same site as the permanent business that it is associated with. This request is to allow for vehicle inventory parking associated with the adjacent automotive dealerships to occur on a lot without a primary building housing the business. The proposed Phase 2 is intended to develop as retail and/or commercial uses in the future.

The zoning case titled PAG Leander H1 – PUD Amendment #2 is scheduled for approval by the City Council on January 16, 2025.

SITE INFORMATION:**ABUTTING ZONING AND LAND USE:**

	ZONING	LAND USE
NORTH	PUD GC	Undeveloped
EAST	PUD GC	Undeveloped
SOUTH	PUD/TOD CD	Automotive Dealership
WEST	PUD GC	Undeveloped

SURROUNDING AREA:

This property is located north of the intersection of Autopark Drive and 183A Toll Road. The property to the south is the existing Honda and Hyundai dealerships. Properties to the north and east are currently undeveloped. Properties to the west are currently zoned for a gas station (Quik Trip) and home improvement businesses (Home Depot).

PHYSICAL AND NATURAL FEATURES:

This property contains some tree cover and is not located near the floodplain. The removal of any trees will be subject to the tree preservation requirements in the Composite Zoning Ordinance.

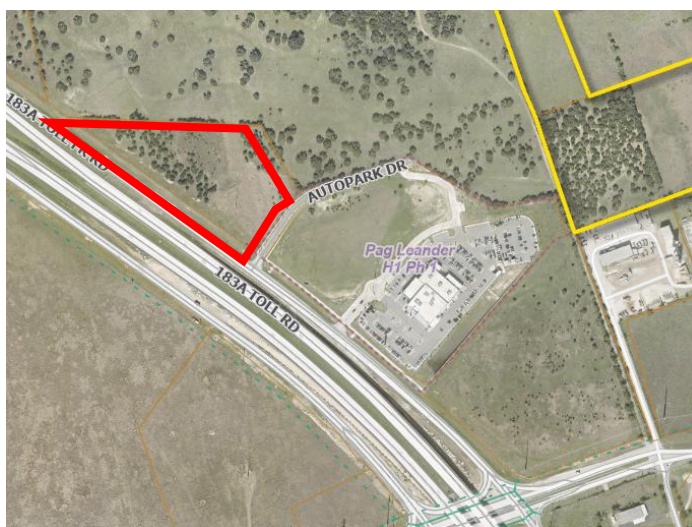


Figure 1: Aerial

PROPERTY HISTORY:

This property was annexed into the City of Leander on 11/06/2002.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 18-TOD-Z-019 requested a zone change from PUD/TOD (Planned Unit Development/Transit Oriented Development Conventional Development Sector to PAG Leander H1 PUD (Planned Unit Development) with the base zoning district GC-4-A (General Commercial) and was approved on 12/20/2018.
- Z-24-0144 requested an amendment to PAG Leander H1 PUD (Planned Unit Development) with the base zoning district GC-4-A (General Commercial) to develop Lot 2, Block B as a new automobile dealership and remove limitation on outdoor storage, and is scheduled for approval on 01/16/2018.

MAJOR CORRIDORS:

This property has access onto 183A Toll Road and Autopark Drive.

TRANSPORTATION PLAN REQUIREMENTS:

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
183A Toll Road	Arterial	Commercial	400' ROW 10' sidewalk

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- The Concept Plan CP-22-0007 and Preliminary Plat PP-22-0010 were approved on 12/20/2018.
- The Final Plat FP-23-0125 for Lot 2, Block B is currently under review.

EXISTING UTILITIES:

This property has access to water and wastewater utilities along 183A Toll Road and Autopark Drive as shown in Figures 2 and 3.

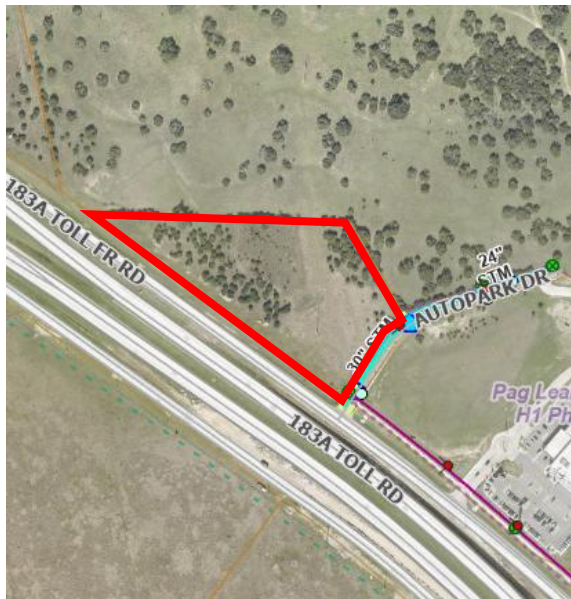


Figure 2: Water System

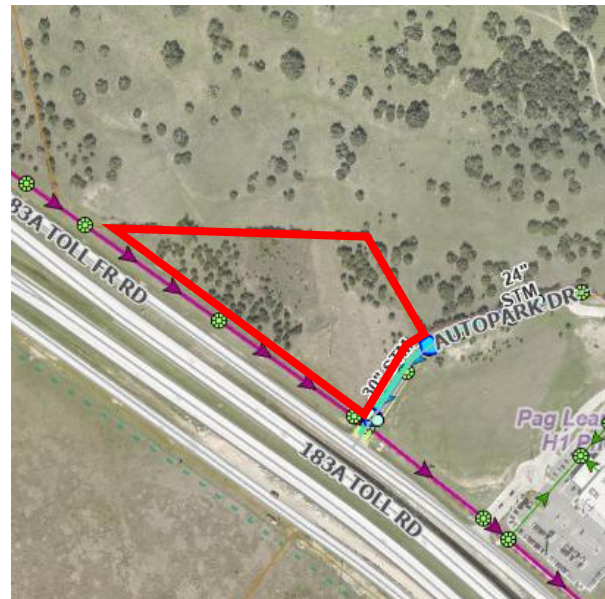


Figure 3: Wastewater System

CURRENT LAND USES:

This property is currently undeveloped.

PROPOSED ZONING DISTRICT:

USE COMPONENT

PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Planned Unit Development Amendment (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 allow unlimited outdoor display associated with an automobile dealership without a primary building on the lot. The contents of this PUD Amendment 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.

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 4 (non-residential only):

Features: Accessory buildings up to sixty (60%) percent of primary building; drive-thru service; outdoor fueling and washing of vehicles; overhead service doors; maximum outdoor display; substantial outdoor storage; outdoor entertainment venues and animal boarding.

Intent:

- (1) The Type 4 site component is intended to be utilized in combination with GC, HC or HI components where appropriate for moderately intense outdoor site requirements and a need to utilize the outdoor site area for significant outdoor display, storage and accessory buildings and similar permitted uses.
- (2) This site component is intended only for industrial or heavy commercial uses and may be utilized only with GC, HC or HI use components.
- (3) This site component is not intended for retail or office development not requiring the available limits of outdoor storage and accessory buildings or adjacent to residential neighborhoods where not adequately buffered from residential uses.
- (4) Compliance with Type 1, 2 or 3 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

- Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.

Applicable Future Land Use categories

EMPLOYMENT CENTER

- The Employment Center future development category is for primary jobs and business in strategic locations. These areas are intended for regional-serving employment in planned campus-like environments for office, research, medical, manufacturing, light industrial, warehouse, and heavy commercial uses. To

remain competitive in today's corporate marketplace, contemporary workforce-supporting elements such as amenities, retail and high-density residential are also encouraged in an integrated development pattern.

The Employment Center area is focused on meeting the plan goals of an attractive, high-quality business environment for investors to bring to Leander and grow/diversify the tax base. It complements other nearby regional mixed-use areas, but provides opportunities for larger-footprint, single-tenant buildings that can accommodate numerous employees. These areas may be developed with an auto-oriented, traditional character, or in a mixed-use urban design. In a planned environment, upper-story vertical mixed-residential is encouraged along with limited, integrated high-density residential-only buildings. Such scenarios should be tightly regulated to ensure the proper mix.

Desired Mix: 100% Non-Residential, 0% 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 01/22/2024. Staff have been in communications with the applicant following the development meeting.

No ordinance changes occurred following the development meeting which may have impacted this project.

NOTIFICATION

- 12/19/2024 - Public Notice on Hill Country News
- 12/25/2024 - Mail Notification to Property Owners within 200'
- 12/25/2024 - Public Hearing Signage Posted on Property
- 01/09/2024 - Planning and Zoning Commission Public Hearing
- 02/06/2024 - City Council Public Hearing & First Reading of the Ordinance
- 02/20/2024 - City Council Second & Final Reading of the Ordinance

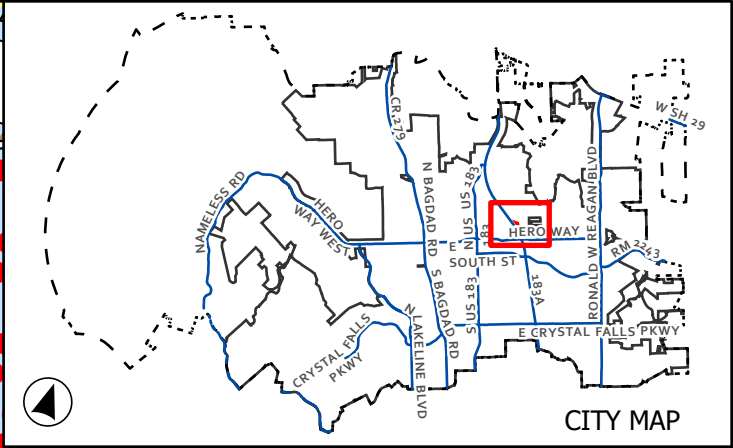
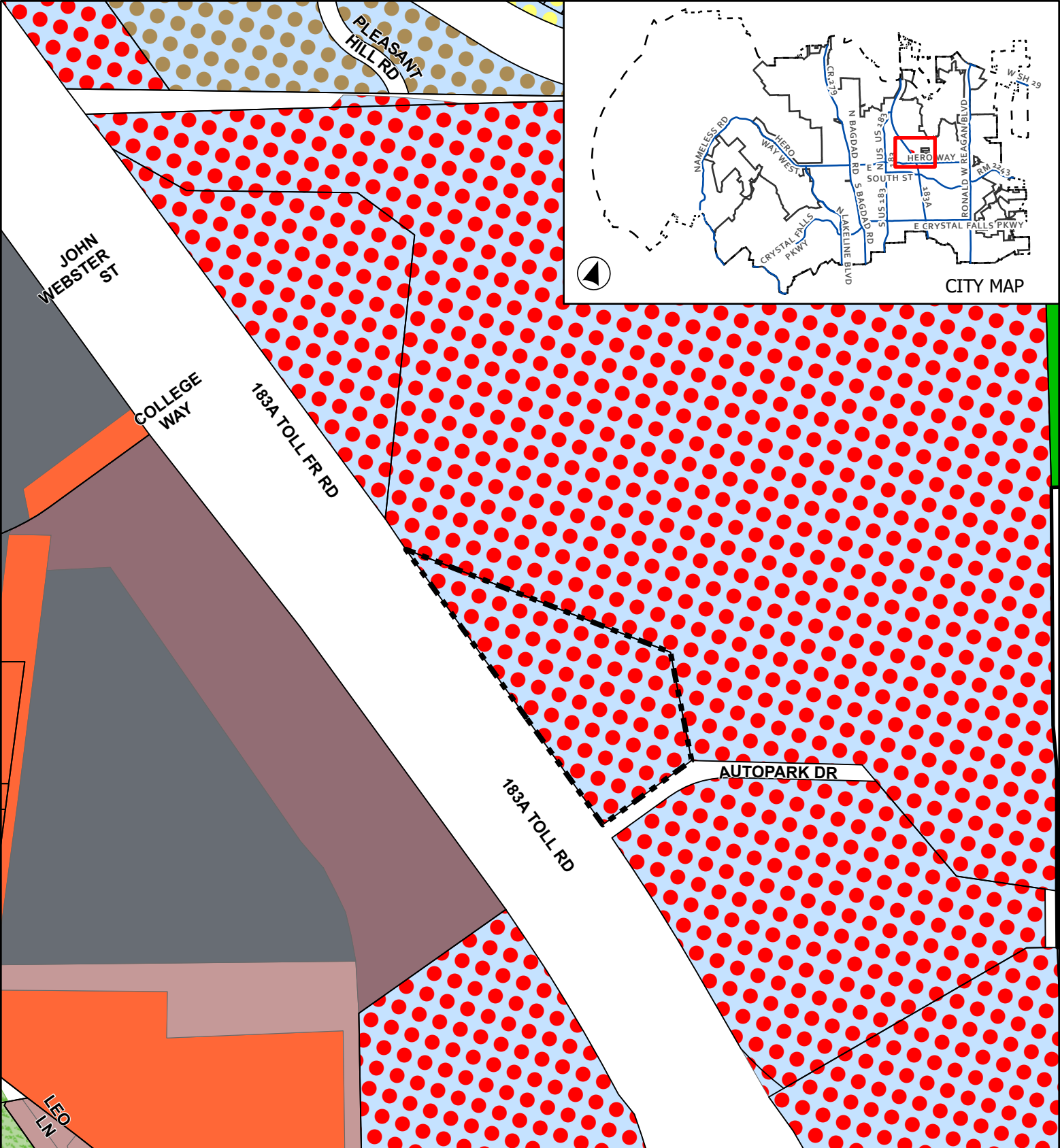
PUBLIC NOTIFICATION:

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.

There are no residential properties within 500' of the site. Please see the full report from the applicant attached.

APPROVAL CRITERIA:

This property is currently part of the PAG Leander H1 PUD which included a range of waivers associated with the automobile dealership on Lot 1, Block B. This zoning request does not change the previous contents of the PUD. This request would allow the storage of vehicles of the automotive dealerships without a primary building located on the site. The Phase 2 of the site is proposed to be developed as retail and/or commercial uses in the future. The proposed uses are compatible with the base zoning district of GC-4-A and is also compatible with the surrounding land uses as a regional commercial business. Staff recommends approval of the PUD Amendment.



CASE: Z-24-0137 ATTACHMENT 2 PAG LEANDER H1
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.

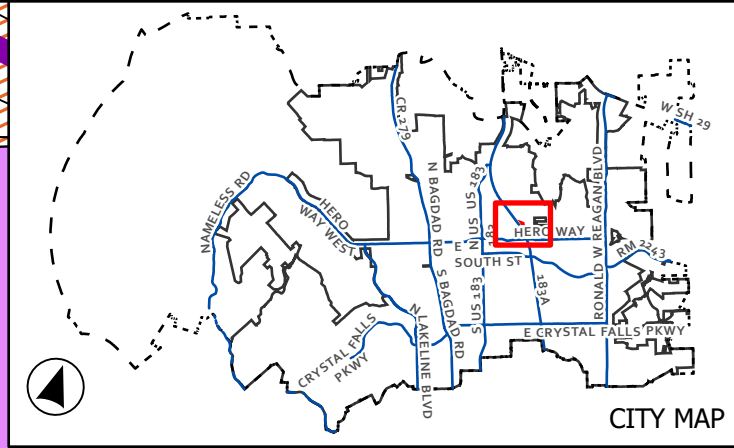
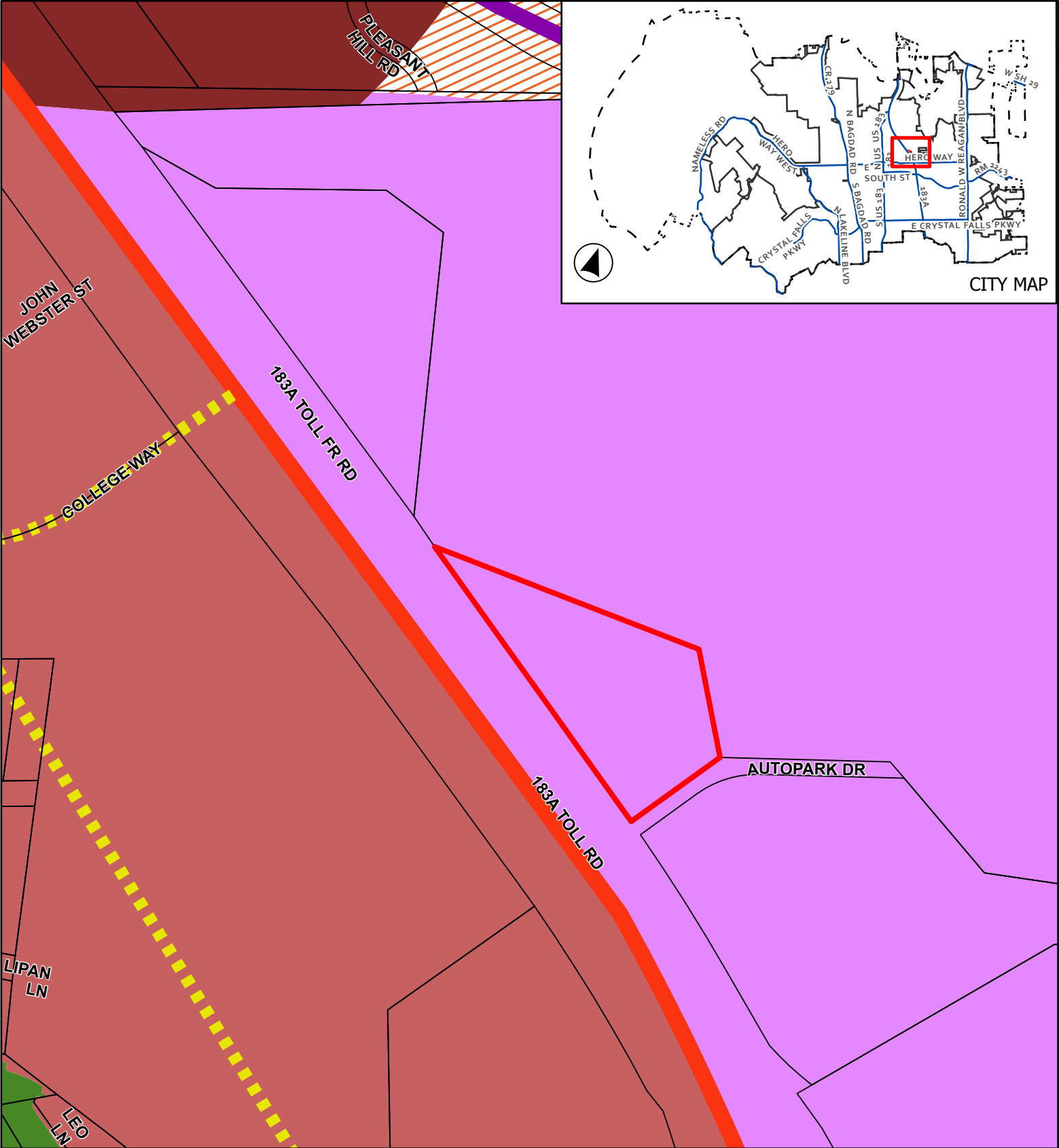
- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural
- PUD - Single-Family

- PUD - Multi-Family
- PUD - Mixed Use
- PUD - General Commercial
- OS - Open Space
- Civic Building

- T4 - General Urban
- T5 - Urban Center
- T6 - Urban Core

0 137.5275
Feet

Page 286 of 377



CASE: Z-24-0137

ATTACHMENT 3

PAG LEANDER H1
MAJOR AMENDMENT EXISTING PUD

Future Land Use Map



0 155 310

Feet

- Leander City Limits
- ETJ Boundary
- Subject Boundary
- Multi-Use Corridor

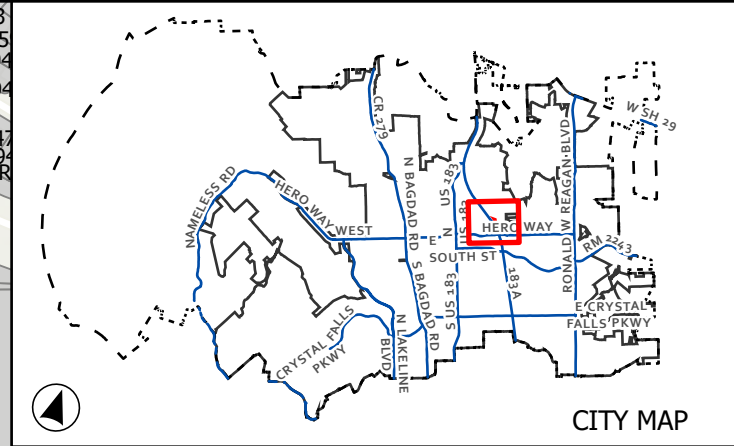
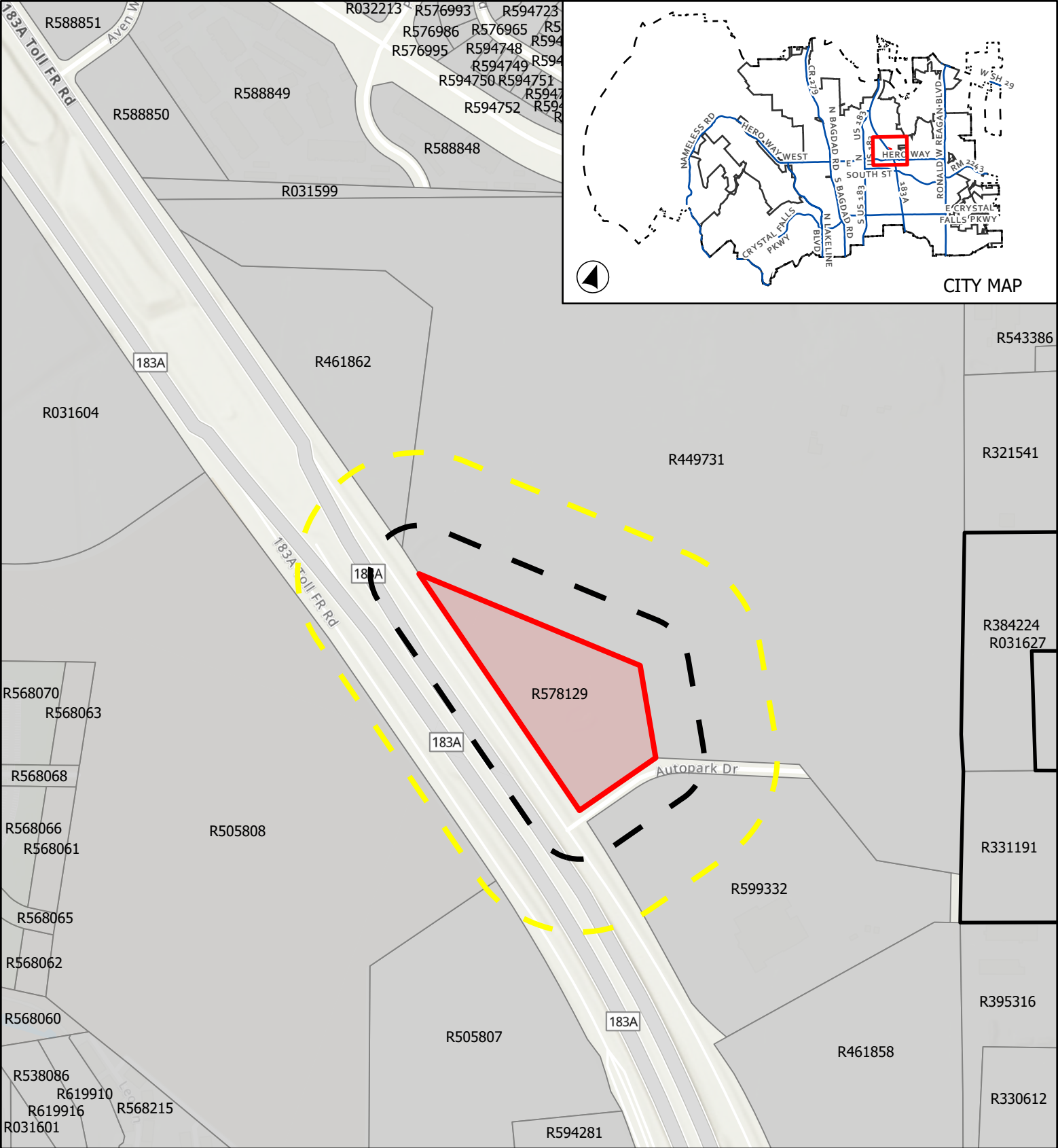
Future Land Use

- Activity Center
- Employment Center
- Leander Central
- Greenway

Thoroughfare Plan

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

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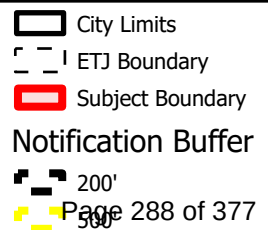
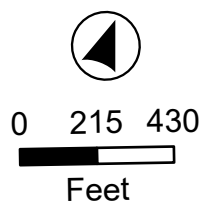
CASE: Z-24-0137

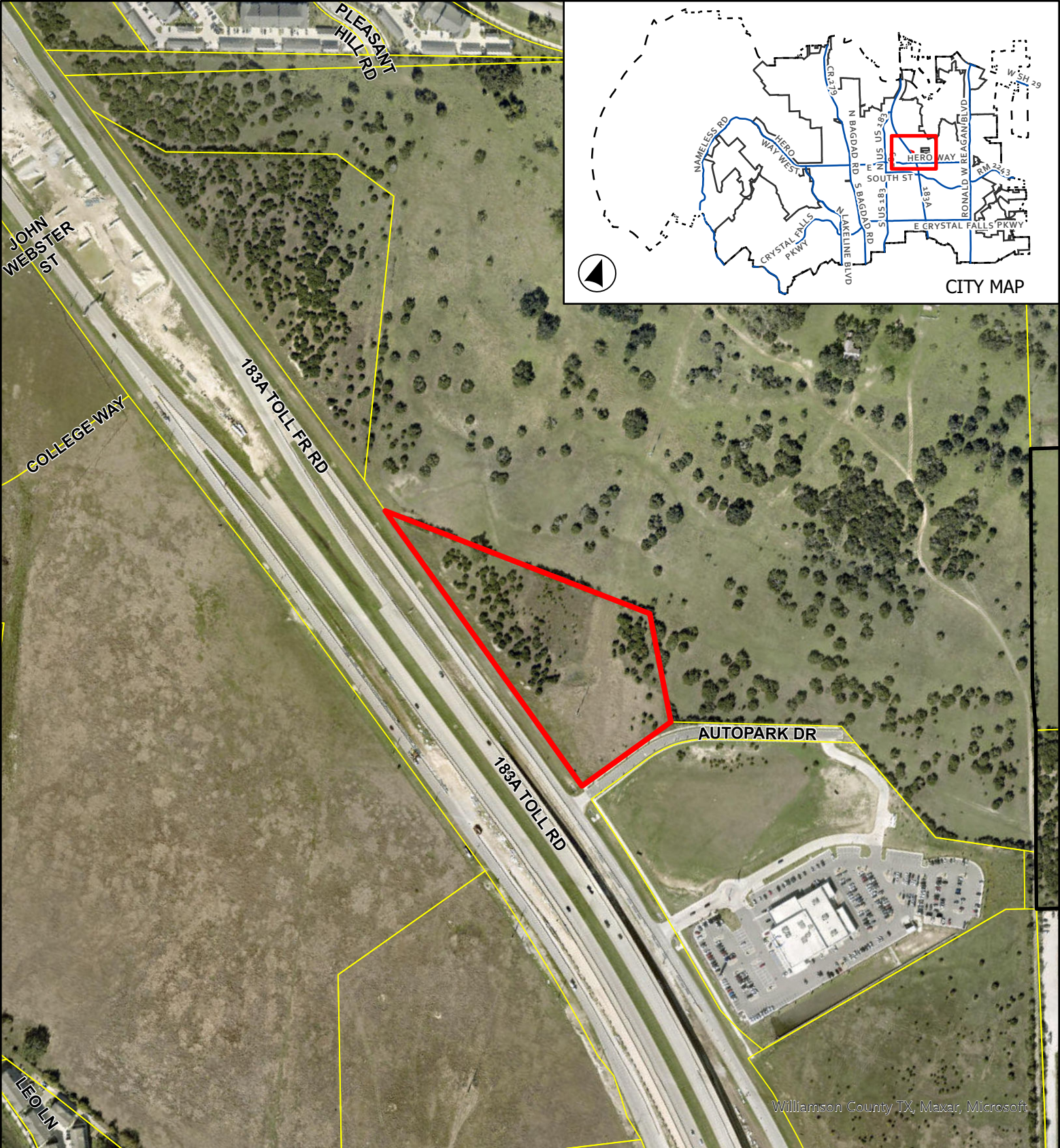
ATTACHMENT 4

PAG LEANDER H1
MAJOR AMENDMENT EXISTING PUD

Public Notification

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Williamson County TX, Maxar, Microsoft

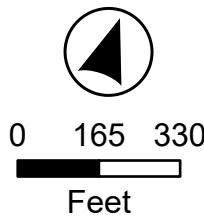
CASE: Z-24-0137

ATTACHMENT 5

PAG LEANDER H1
MAJOR AMENDMENT EXISTING PUD

Aerial Map

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- Leander City Limits
- Subject Boundary

EXHIBIT A

PAG LEANDER H1 PLANNED UNIT DEVELOPMENT

AMENDMENT #1

I. Purpose and Intent

- A. The PAG Leander H1 PUD (the "**PUD**") consists of approximately 37.25 acres located in Leander, Williamson County, Texas, and more particularly described on Exhibit "B" attached to this PUD Ordinance (the "Property"). The PUD shall be developed a commercial development.
- B. The PAG Leander H1 PUD was finally adopted and approved by Ordinance No. 18-082-00 on December 20, 2018 (the "**PUD Ordinance**"). Except as otherwise provided in the PUD Ordinance or this Amendment, the Property and PUD shall be governed by the ordinances of the City of Leander (the "**City Code**"). The PUD Ordinance and this Amendment are intended to, and shall, supersede the City Code. In the case that the PUD Ordinance or this Amendment does not address a specific City requirement, the City Code shall apply to the extent it is not inconsistent with the PUD Ordinance or this Amendment, and in the event any amendment to the City Code adopted after the date of the PUD Ordinance or this Amendment is inconsistent with the provisions of the PUD Ordinance or this Amendment, the provisions of the PUD Ordinance and this Amendment shall apply. Any capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the City Code.
- C. All requirements listed in the PAG Leander H1 PUD shall apply to the property except as amended below. These amendments shall apply to the property shown in Exhibit "B" including 6.592 acres to the northwest of the intersection of Autopark Drive and 183A Toll Road (the "**Amendment #1 Tract**").

II. Applicability and Base Zoning.

- A. All aspects regarding the development of the PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established by the PUD Ordinance and this Amendment.
- B. For purposes of establishing development standards for the PUD, the GC-4-A (General Commercial) base zoning district has been selected from the Leander Composite Zoning Ordinance for the proposed commercial development.

III. Conceptual Site Layout and Land Use Plan.

- A. Exhibit "C" attached to the PUD Ordinance is a conceptual site layout and land use plan intended to visually convey the general layout for the **Amendment #1 Tract** of PAG Leander H1 PUD (the "**Land Use Plan**"). The PUD is being developed in various stages as the owner of the Property may determine to be necessary, appropriate or desirable. The Phase 1 use of the **Amendment #1 Tract** is allowed to be developed as

EXHIBIT A

outdoor display of vehicle inventory without a primary structure. The Phase 2 development shall comply with the **City Code** requirements and include commercial development. This PUD Ordinance does not constitute final plat or site plan approval of the attached plan. The exact locations and specifications for any buildings, structures, parking and other improvements shall be determined as site development permits are submitted and approved as being consistent with the intent and provisions of this PUD Ordinance.

IV. **Permitted Uses.**

The permitted uses allowed within the PAG Leander H1 PUD on the **Amendment #1 Tract** shall include (a) all of the list of permitted uses defined in Article III, Section 16 (GC-General Commercial) of the Leander Composite Zoning Ordinance, and (b) will waive the requirement for a building on a site with outdoor display of merchandise as described in Article V, Section 4, Type 4(b)(2) for Phase 1 as identified in **Exhibit C.**

V. **Development Standards for the CD Sector; Outdoor Display Areas.**

- A. The Development Standards shall be as set forth in the PAG Leander H1 PUD.
- B. Outdoor storage areas are permitted as reflected on the Land Use Plan attached as Exhibit “C,” and the provisions of Article V, Section 4(b)(3)(i) and (ii) and Section 4(b)(5) shall not apply to **Amendment #1 Tract.** The paved areas on Lot 1, Block A of the PUD designated as “outdoor display” and “outdoor storage” are not subject to the requirements applicable to parking of the Development Standards for the CD Sector or the requirements applicable to parking of the Leander Composite Zoning Ordinance.

Date: August 16, 2024, 3:06 PM - User ID: jessameso
File: H:\Projects\514\34\00_Penske-Leander\301 Construction Documents\Working\JM\240816-51490-00-EXH-BNDY.dwg

CALLED 88.30 ACRES
RFHDAH LP
DOC. NO. 2009090590
O.P.R.W.C.T.

FD. I.R.(PACHECOKOCH)

S89°25'17"E 856.55'

FD. 1/2" I.R.

S30°10'34"E 328.99'

FD. 1/2" I.R.

AUTOPARK DRIVE

S33°40'37"W 327.08'

R=5,929.58'
Delta=0°31'52"
CB=N55°48'08"W
CD=54.98'
L=54.98'

RX
1002
970.07

183-A TOLL ROAD
(VARIABLE WIDTH R.O.W.)
DOC. NO. 2004088731
O.P.R.W.C.T.

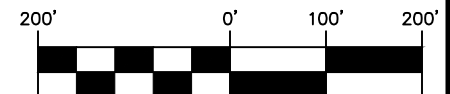
AUSTIN COMMUNITY COLLEGE DISTRICT
5930 MIDDLE FISKVILLE ROAD
AUSTIN, TX 78752
DOC. NO. 2010030836
O.P.R.W.C.T.

RB 270 PARTNERSHIP
P.O. BOX 10500
AUSTIN, TX 78766
DEED INFORMATION NOT AVAILABLE

EXHIBIT B
PAG LEANDER H1 PUD PHASE 3
MAJOR AMENDMENT
BOUNDARY EXHIBIT
LEANDER, TEXAS



SCALE: 1" = 200'



**PAPE-DAWSON
ENGINEERS**

10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

Date: Jul 15, 2024, 2:40pm User ID: jessemea
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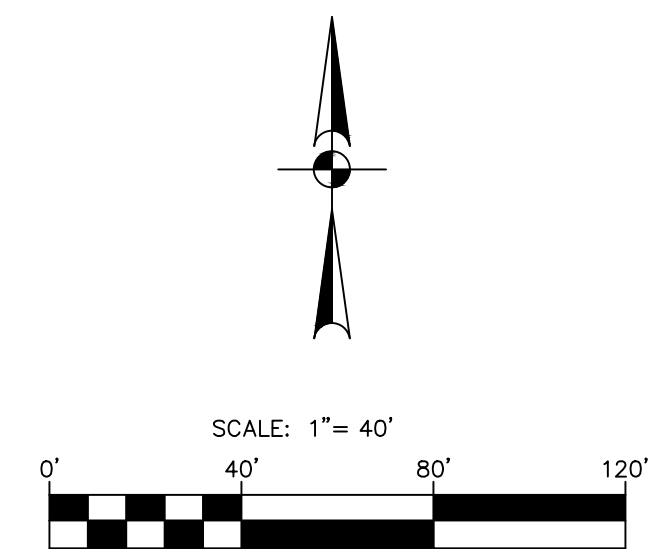


EXHIBIT C
LEANDER, TEXAS

Pape-Dawson
ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N. MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBP# FIRM REGISTRATION #470 | TBP# FIRM REGISTRATION #10028601

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.



Peter J. Cesaro
512.480.5728
512.536.9928 (fax)
pcesaro@gdhm.com

MAILING ADDRESS:
P.O. Box 98
Austin, TX 78767-9998

August 12, 2024

Robin M. Griffin
Executive Director of Development Services, AICP
201 N. Brushy Street
Leander, Texas 78641

Re: Letter of Intent for PAG West, LLC ("**Penske**") and a Major PUD Amendment on 6.593 Acres Lot 1, Block A (the "**Property**")

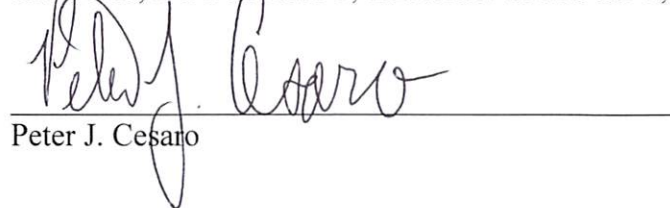
Dear Robin:

Enclosed is an application requesting a Major PUD Amendment to Ordinance No. 18-082-00, PAG Leander H1 PUD, to allow for vehicle inventory parking of automotive dealerships to occur on a lot without a primary building. The application has been developed per the guidance of the initial meetings we had with you and your staff. We appreciate the good help and assistance you and the rest of the City staff have provided to assist in understanding the various issues this project presents under the applicable ordinances of the City.

We are seeking this Major PUD Amendment because the additional parking will help the existing Hyundai and Honda dealerships. The overwhelming success of these two dealerships coupled with lessons learned from the pandemic about the susceptibility of inventory to supply chain influences have highlighted the need for maintaining additional vehicle inventory to remain competitive. The continuance of the sidewalk and landscaping will be consistent with the dealerships on Lot 1, Block B and standards established with the initial PUD. Penske anticipates having 100-150 jobs at these dealerships and being able to have more cars available to sell helps retain these jobs in Leander.

Yours truly,

GRAVES, DOUGHERTY, HEARON & MOODY, P.C.



Peter J. Cesaro

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.

Applicant owns the adjacent property and there are no adjacent residential properties.

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.

There is no HOA.

3. What concerns were raised during these communications?

During our meeting with city staff, we agreed upon the property layout of a lot at the intersection.

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

Applicant is creating two lots and will use the rear lot for parking.

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

Signature: _____

Date _____

7-11-2024

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 PAG LEANDER H1 PUD (PLANNED UNIT DEVELOPMENT) WITH A BASE ZONING DISTRICT OF GC-4-A (GENERAL COMMERCIAL) TO ALLOW FOR AN AUTOMOBILE DEALERSHIP WITH UNLIMITED OUTDOOR STORAGE WITHOUT A PRIMARY STRUCTURE ON LOT 1, BLOCK A OF THE PAG LEANDER H1 SUBDIVISION; 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 6.592 acres ±; being more particularly described in Exhibit "B"; legally described as Lot 1, Block A, PAG Leander H1 Subdivision; identified by Williamson Central Appraisal District tax identification number R578129; more particularly described in Instrument Number 2024030025; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by amending the PAG Leander H1 PUD (Planned Unit Development) with a base zoning district of GC-4-A (General Commercial) to allow for an automobile dealership with unlimited outdoor storage without a primary structure on Lot 1, Block A of the PAG Leander H1 Subdivision. 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 6th day of February, 2025.
FINALLY PASSED AND APPROVED on this the 20th day of February, 2025.

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, January 9, 2025
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 Chair James Oliver and Commissioner Donnie Mahan.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the January 2, 2025 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 items 6-8.

By: Board Member Lantrip

Seconded: Board Member LeDay

Vote: 5 - 0 None

6. Approval of the minutes for meeting held on December 12, 2024.
7. Approval of the extension of the application expiration for Site Development Case SD-23-0112 Municipal Drive; more particularly described by Williamson Central Appraisal District Parcel R418622, generally located northwest of the intersection of S. Bagdad Road and Municipal Drive, Leander, Williamson County, Texas.

8. Approval of the extension of the application expiration for Site Development Case SD-23-0133 Northline Block B; more particularly described by Williamson Central Appraisal District Parcel R458187, generally located northwest of the terminus of Northline Street, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

9. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-24-0015 to amend the Comprehensive Plan land use category from Employment Center to Neighborhood Residential and to conduct a Public Hearing and consider action regarding Zoning Case Z-24-0147 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFE-2-A (Single-Family Estate) on one (1) parcel of land approximately 20.536 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R392186; and generally located east of CR 175, approximately 250 feet north of Carthage Street, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0015 as described above.
- Discuss and consider action regarding Zoning Case Z-24-0147 as described above.

Public Hearing opened at 6:08 p.m.; Public Hearing closed at 6:08 p.m.

Jody Brodhecker, 301 CR 175, Leander, TX 78641, spoke in favor of the request.

Motion to approve Comprehensive Plan Case CPA-24-0015, following a discussion.

By: Board Member Lantrip

Seconded: Board Member LeDay

Vote: 5 - 0 None

Motion to approve Zoning request Z-24-0147, following a discussion.

By: Board Member Morales

Seconded: Board Member LeDay

Vote: 5 - 0 None

10. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0137 to amend the current zoning of PAG Leander H1 PUD (Planned Unit Development) with a base zoning district of GC-4-A (General Commercial) to allow for an automobile dealership with unlimited outdoor storage without a primary structure on one (1) parcel of land approximately 6.592 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R578129; and legally described as Lot 1, Block A of the PAG Leander H1 Subdivision, Leander, Williamson County, Texas. Applicant/Agent: Penske Automotive Group (Jeff Anderson) on behalf of PAG West, LLC. (George Raysik).

- Discuss and consider action regarding Zoning Case Z-24-0137 as described above.

No one wished to speak

Motion to approve Zoning Case Z-24-0137.

Public Hearing opened at 6:17 p.m.; Public Hearing closed at 6:17 p.m.

By: Board Member May
Seconded: Board Member Lantrip

Vote: 5 - 0 None

REGULAR AGENDA

11. Adjournment
Meeting adjourned at 6:18 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

Conduct a Public Hearing regarding Comprehensive Plan Case CPA-24-0015 to amend the Comprehensive Plan land use category from Employment Center to Neighborhood Residential and regarding Zoning Case Z-24-0147 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFE-2-A (Single-Family Estate) on one (1) parcel of land approximately 20.536 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R392186; and generally located east of CR 175, approximately 250 feet north of Carthage Street, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0015 as described above.
- Discuss and consider action regarding Zoning Case Z-24-0147 as described above.

BACKGROUND:

This request is the second step in the comprehensive plan amendment and zoning process. This property is located on CR 175, just north of the Edgewood subdivision and is subject to an annexation development agreement. This agreement allows for the property to remain in the ETJ until the property is proposed to be redeveloped. The applicant has submitted a petition for annexation of this tract that will be reviewed concurrently with the annexation. This request includes an amendment to the current land use designation from Employment Center to Neighborhood Residential and a rezoning of the property from the Interim SFR-1-B (Single-Family Rural) zoning applied at annexation to SFE-2-A (Single Family Estate). City Council supported the development proposal regarding residential development for this tract during the July 18, 2024 meeting. The SFE-2-A district would allow for large lot development in compliance with the adopted water resolution.

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

HISTORY/TIMELINE:

07/18/2024 – City Council, Development Proposal

01/09/2025 – Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

CR 175 Investments, LLC. (Josh Becker)

RECOMMENDATION:

Staff recommends approval of the Comprehensive Plan Amendment and Zoning Case, contingent on the annexation being approved. During the meeting of January 9, 2025, the Planning & Zoning Commission recommended approval.

PRESENTER:

Fiscal Impact

Attachments:

1. CPA-24-0015 & Z-24-0147 Att 1 Planning Analysis - Oak Grove Estates
2. CPA-24-0015 & Z-24-0147 Att 2 Current Zoning - Oak Grove Estates
3. CPA-24-0015 & Z-24-0147 Att 3 FLU Map - Oak Grove Estates
4. CPA-24-0015 & Z-24-0147 Att 4 Public Notification - Oak Grove Estates
5. CPA-24-0015 & Z-24-0147 Att 5 Proposed Zoning - Oak Grove Estates
6. CPA-24-0015 & Z-24-0147 Att 6 Proposed FLU Map - Oak Grove Estates
7. CPA-24-0015 & Z-24-0147 Att 7 Aerial Map - Oak Grove Estates
8. CPA-24-0015 & Z-24-0147 Att 8 Letter of Intent - Oak Grove Estates
9. CPA-24-0015 & Z-24-0147 Att 9 Neighborhood Outreach - Oak Grove Estates
10. CPA-24-0015 Att 10 Ordinance - Oak Grove Estates
11. Z-24-0147 Att 11 Ordinance - Oak Grove Estates
12. CPA-24-0015 & Z-24-0147 Att 12 1-9-2025 P & Z Minutes



PLANNING ANALYSIS

COMPREHENSIVE PLAN CASE CPA-24-0015 ZONING CASE Z-24-0147 OAK GROVE ESTATES

GENERAL INFORMATION

Owner/Agent:	CR 175 Investments, LLC (Josh Becker)
Current Zoning:	Interim SFR-1-B (Single Family Rural)
Proposed Zoning:	SFE-2-A (Single Family Estate)
Current Land Use:	Employment Center
Proposed Land Use:	Neighborhood Residential
Size and Location:	The property is located east of CR 175, approximately 250 feet north of Carthage Street, including approximately 20.536 acres.
Staff Contact:	Merrily Van Leuven Assistant Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated Future Land Use category and zoning district of their property in order to develop a large lot single-family residential neighborhood. The applicant has submitted a petition for annexation of this tract.

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 an annexation development agreement that requires that the property is annexed into the city limits when redevelopment is proposed. The applicant has submitted the annexation request (case A-24-0016) for review and it must be approved before the zoning request may be approved by the City Council. The resolution to adopt this annexation's schedule is scheduled to be heard by the Council on March 6.

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. This resolution prioritizes large lot/low-density residential development such as SFR, SFE and SFS.

The applicant presented a Development Proposal Review for this request during the July 18, 2024 City Council meeting. City Council supported the proposal regarding the residential development located north of the intersection of CR 175 and Carthage Street.

SITE INFORMATION:**ABUTTING ZONING AND LAND USE:**

	ZONING	LAND USE
NORTH	ETJ SFR-1-B	Undeveloped Single-Family Residence
EAST	ETJ	Vacant Land
SOUTH	SFR-1-B	Commercial
WEST	Various Residential	Undeveloped property owned by Leander ISD

SURROUNDING AREA:

This property is located east of CR 175 and north of the Edgewood subdivision. To the west of the site is a single-family residence. The areas to the north and south are undeveloped. The Grass Patch Inc. is located directly to the east of the site located outside the city limits.

PHYSICAL AND NATURAL FEATURES:

This property contains moderate tree coverage with an existing residence. The removal of any trees will be required to be mitigated in accordance with the tree preservation requirements.

PROPERTY HISTORY:

This property is proposed to be annexed prior to the approval of this zoning case.

PREVIOUS ZONING CASES:

No zone cases have been previously submitted for this property.

MAJOR CORRIDORS:

This property has access onto CR 175.

TRANSPORTATION PLAN REQUIREMENTS:

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	Major Arterial	Thoroughfare	100' ROW 4 Lanes 10' sidewalk

SUBDIVISIONS:

No subdivision cases have been previously submitted for this property.

EXISTING UTILITIES:

This property has access to a 16" water line along CR 175 and wastewater through the Edgewood subdivision.

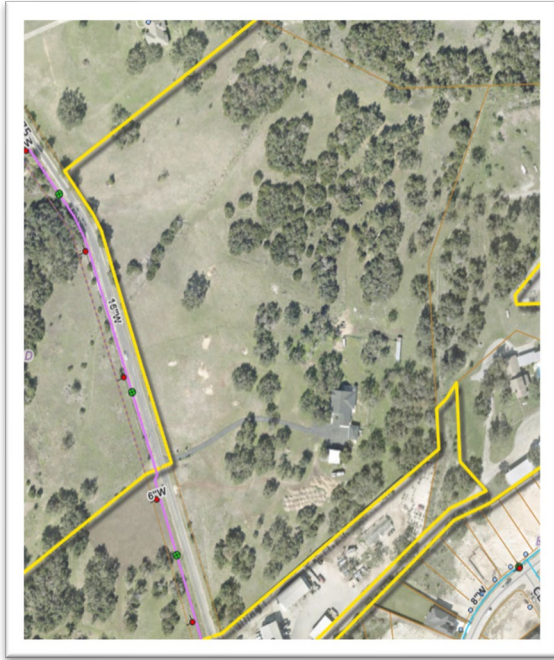


Figure 1 Water

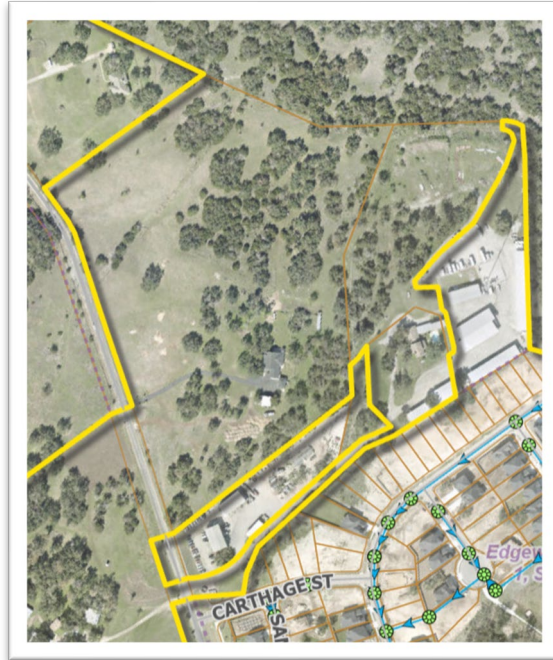


Figure 2 Wastewater

CURRENT LAND USES:

This property is currently being used as a single-family residence with agricultural uses.

PROPOSED ZONING DISTRICT:**USE COMPONENT****SFE – SINGLE FAMILY ESTATE:**

Features: 12,000 sq. ft. lot min.; 1,600 sq. ft. living area min.

Intent: Development of single-family detached dwellings on large 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 an area with larger 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 10.1: Maintain and/or improve affordability and diversity in the housing market.
- Strategy 10.2: Support housing that has well-defined design character, compatibility with adjacent uses, and balanced density.

Applicable Future Land Use categories

EMPLOYMENT CENTER

- The Employment Center future development category is for primary jobs and business in strategic locations. These areas are intended for regional-serving employment in planned campus-like environments for office, research, medical, manufacturing, light industrial, warehouse, and heavy commercial uses. To remain competitive in today's corporate marketplace, contemporary workforce-supporting elements such as amenities, retail and high-density residential are also encouraged in an integrated development pattern.

The Employment Center area is focused on meeting the plan goals of an attractive, high-quality business environment for investors to bring to Leander and grow/diversify the tax base. It complements other nearby regional mixed-use areas, but provides opportunities for larger-footprint, single-tenant buildings that can accommodate numerous employees. These areas may be developed with an auto-oriented, traditional character, or in a mixed-use urban design. In a planned environment, upper-story vertical mixed-residential is encouraged along with limited, integrated high-density residential-only buildings. Such scenarios should be tightly regulated to ensure the proper mix.

LO, LC, GC, HC, PUD

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.

SFR, SFE, SFS, SFU, SFC, SFL, SFT, TF, CH, NR, PUD

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 April 15, 2024. No changes were made to the project since the development meeting.

No ordinance changes occurred following the development meeting which may have impacted this project.

NOTIFICATION

12/19/2024 - Public Notice on Hill Country News
 12/23/2024 - Mail Notification to Property Owners within 200'
 12/23/2024 - Public Hearing Signage Posted on Property
 01/09/2025 - Planning and Zoning Commission Public Hearing
 02/06/2025 - City Council Public Hearing & First Reading of the Ordinance
 03/20/2025 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

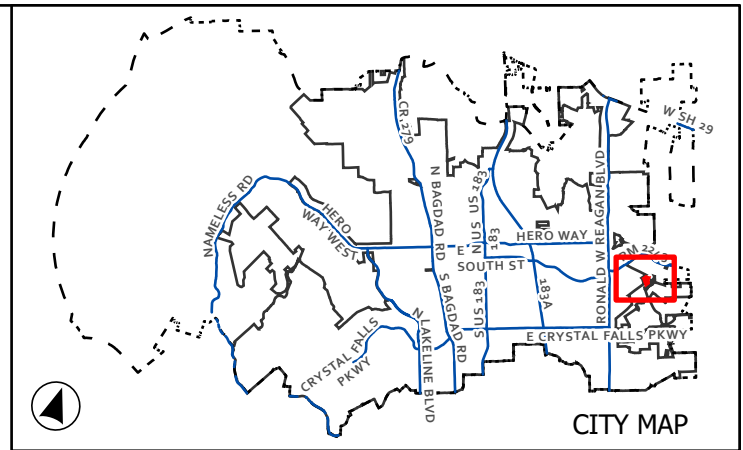
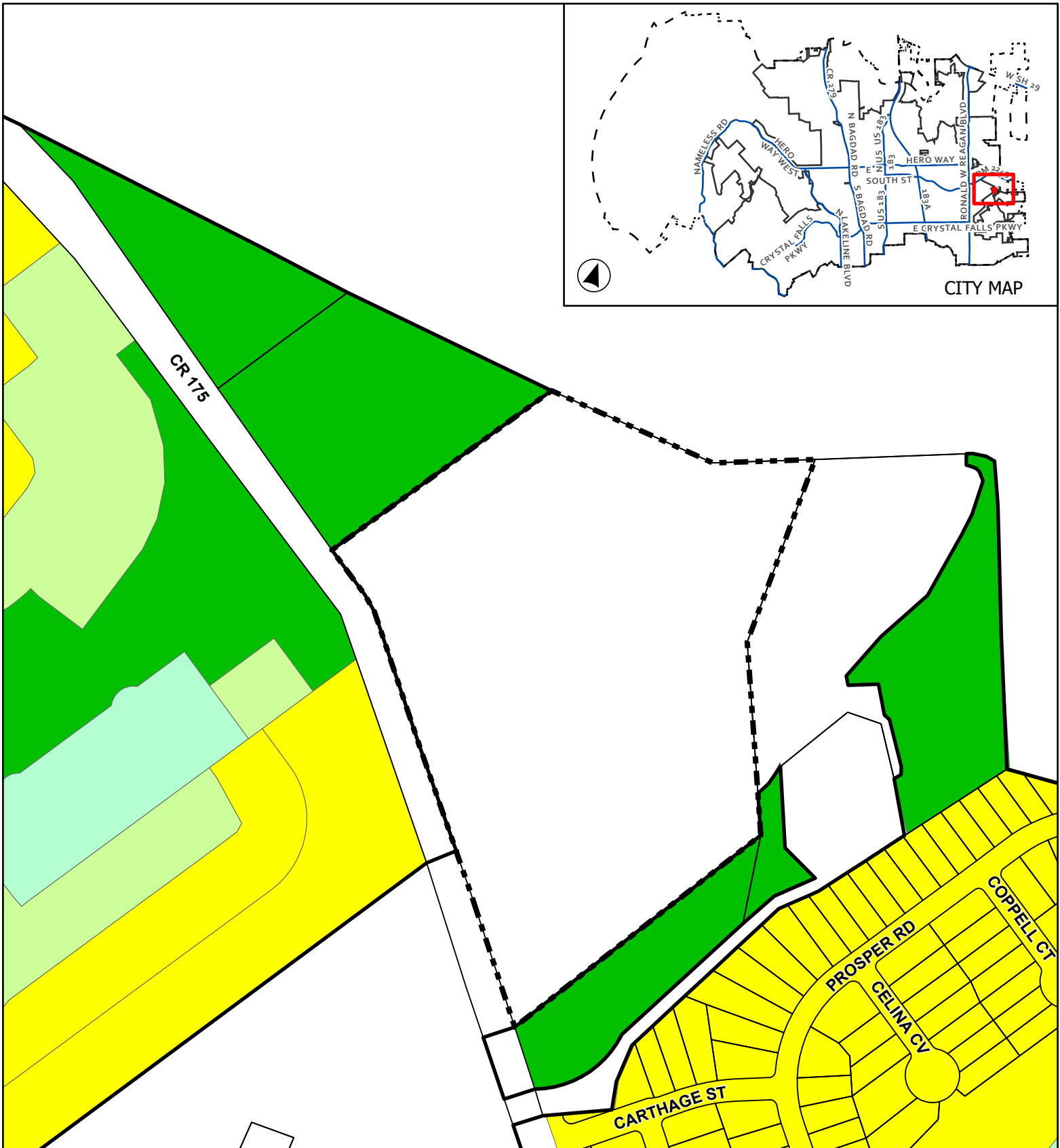
In addition to the notice mailed on behalf of the City to all property owners within 200', the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's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

No concerns were raised.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

The City Council heard a development proposal for a Comprehensive Plan Amendment to change this site from Employment Center to Neighborhood Residential and voted to support the request. The request for SFE-2-A (Single-Family Estate) is compatible with the proposed Neighborhood Residential future land use category. The density is consistent with Ordinance 22-031-00 Water Resolution which prioritizes large lot residential in the Neighborhood Residential future land use category. Staff recommends approval of the Comprehensive Plan Amendment and Zoning Case, contingent on the annexation being approved.



CASE: CPA-24-0015 &
Z-24-0147

ATTACHMENT 2

OAK GROVE ESTATES

Current Zoning

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- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural

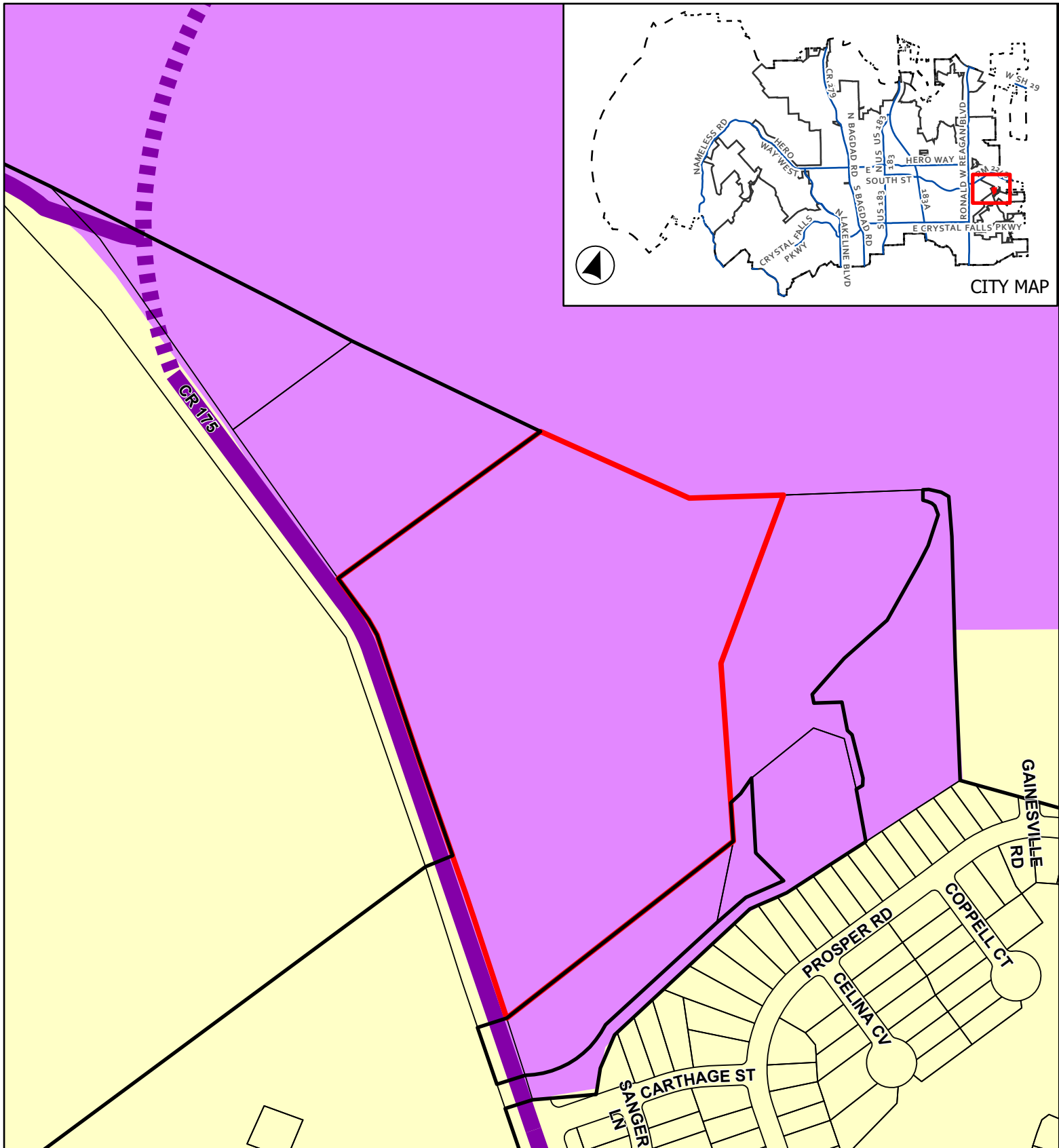
- SFS - Single-Family Suburban
- SFU - Single-Family Urban
- SFC - Single-Family Compact



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Feet



CASE: CPA-24-0015 & Z-24-0147 ATTACHMENT 3 OAK GROVE ESTATES

Future Land Use Map



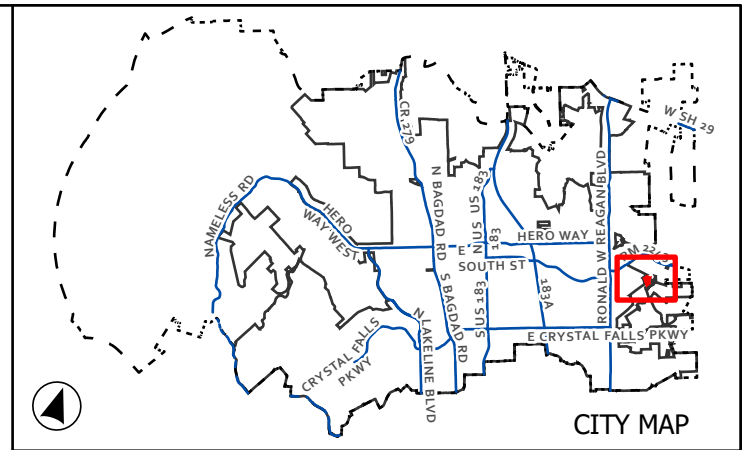
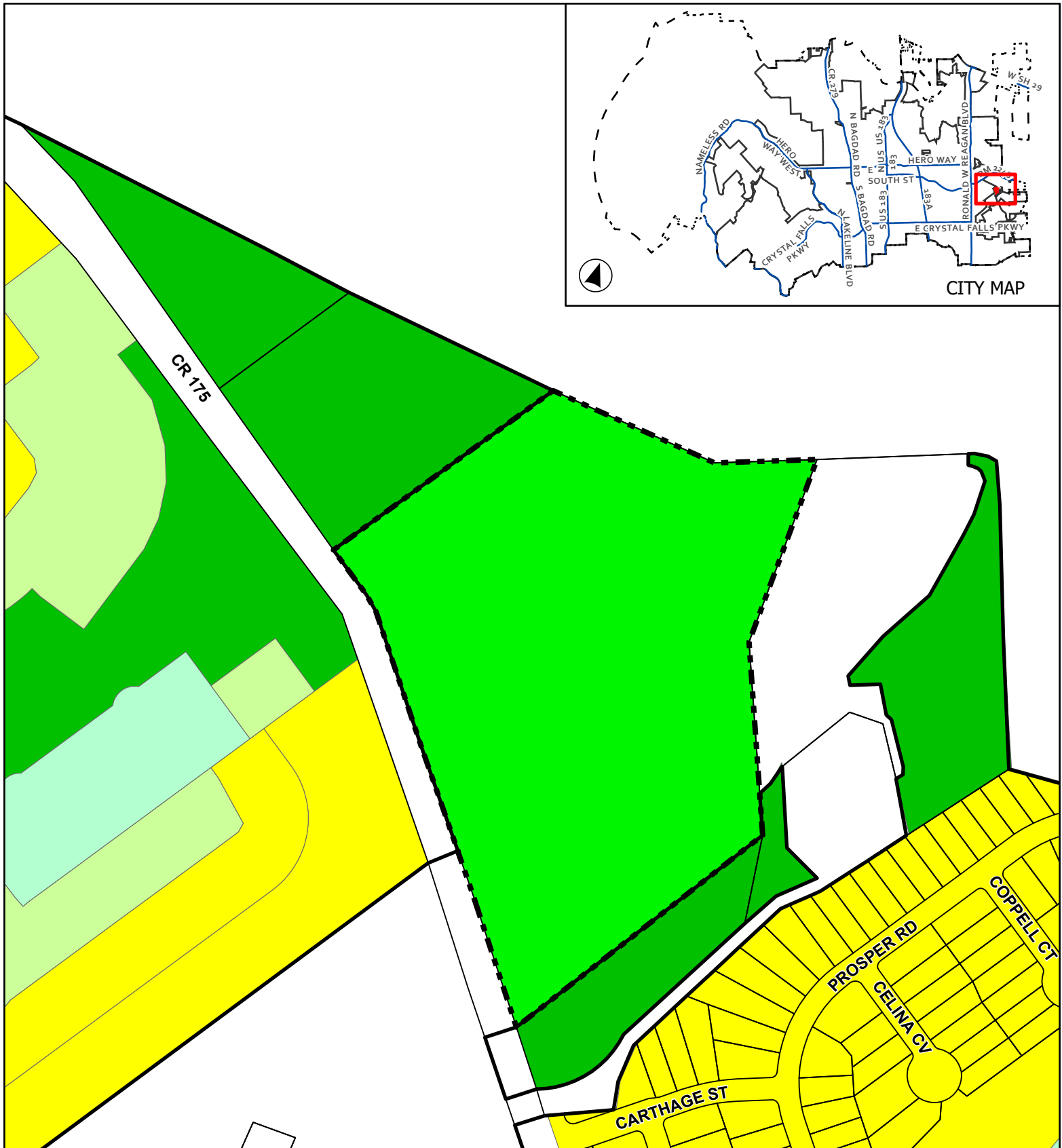
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- Leander City Limits
- ETJ Boundary
- Subject Boundary

- Future Land Use
- Neighborhood Residential
- Activity Center

- Employment Center
- Thoroughfare Plan
- Arterial 4 Lane, Existing
- Access Controlled, Proposed
- Arterial 4 Lane, Proposed

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CASE: CPA-24-0015 &
Z-24-0147

ATTACHMENT 5

OAK GROVE ESTATES

Proposed Zoning

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural

- SFE - Single-Family Estate
- SFS - Single-Family Suburban
- SFU - Single-Family Urban
- SFC - Single-Family Compact

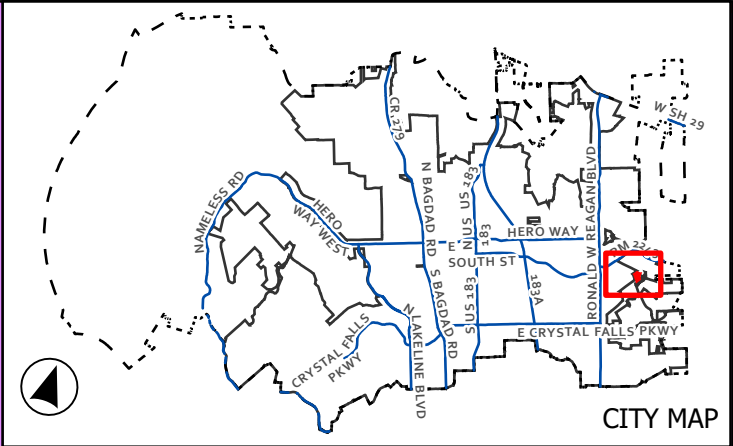
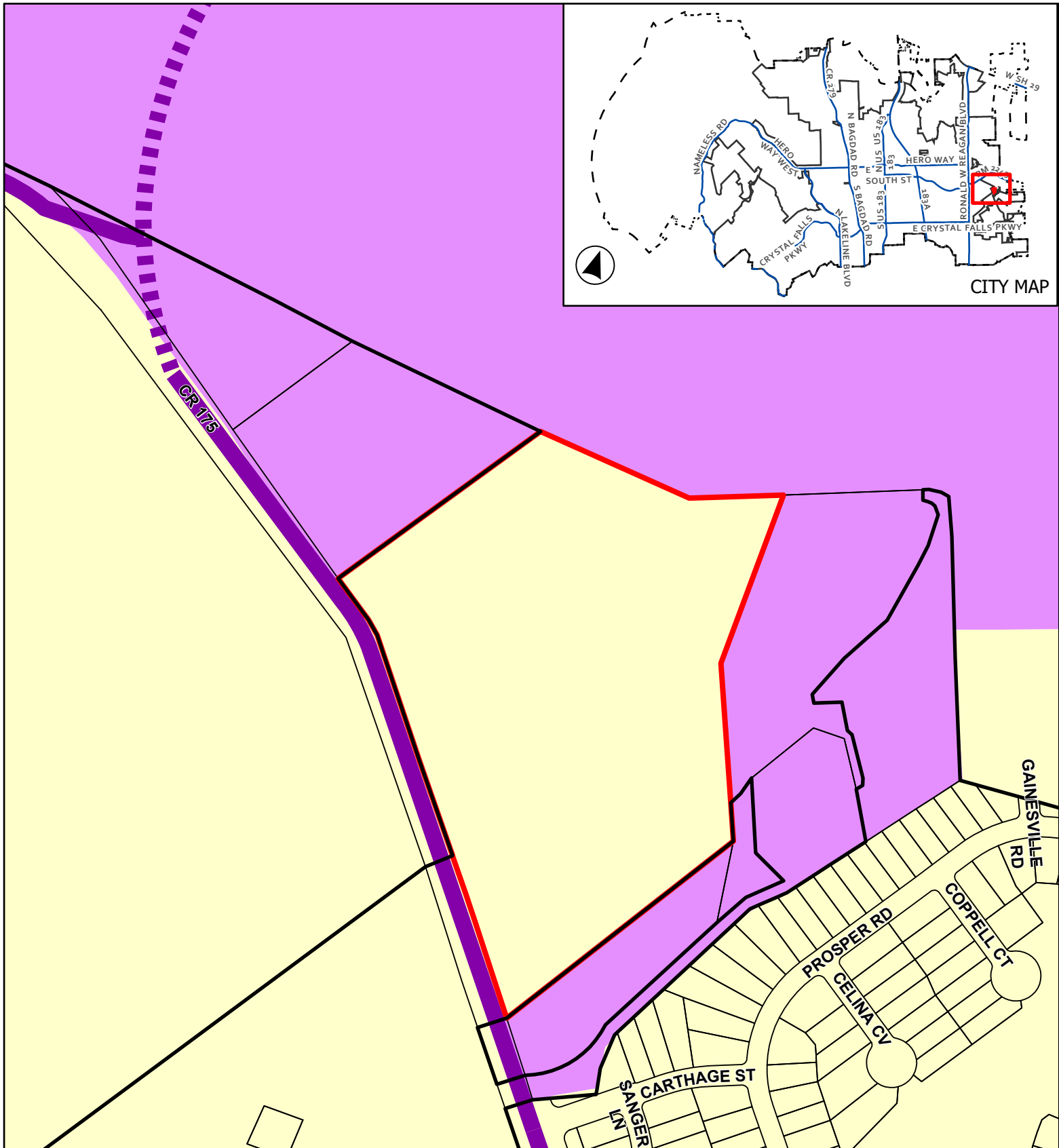
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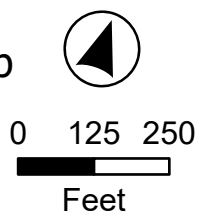
CASE: CPA-24-0015 &
Z-24-0147

ATTACHMENT 6

OAK GROVE ESTATES

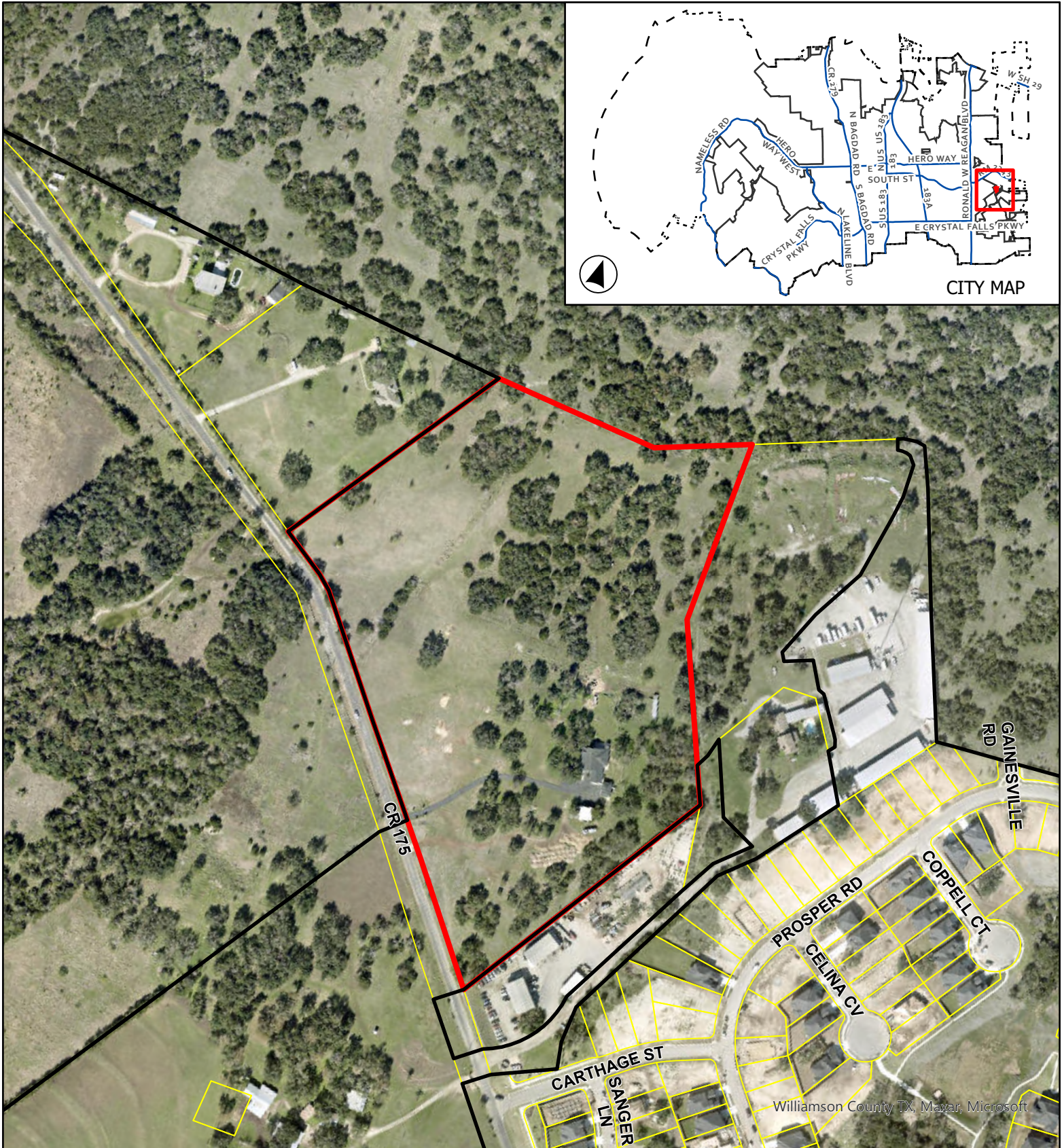
Proposed Future Land Use Map

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- Leander City Limits
 - ETJ Boundary
 - Subject Boundary
- ## Future Land Use
- Activity Center
 - Employment Center

- ## Thoroughfare Plan
- Arterial 4 Lane, Existing
 - Access Controlled, Proposed
 - Arterial 4 Lane, Proposed



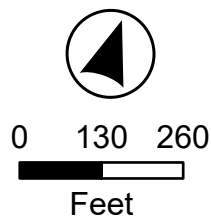
CASE: CPA-24-0015 &
Z-24-0147

ATTACHMENT 7

OAK GROVE ESTATES

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



Letter of Intent

City of Leander,

We are seeking a zoning change for the property located at 621 CR 175, Leander Tx.

The property consists of 20.54 acres with frontage on county road 175. The property is currently located within Williamson County, however, an annexation request will be concurrently with this application. We are requesting that upon annexation the property be updated on the future land use map to reflect the change from Employment Center to Neighborhood Residential. With the proposed zoning designation SFE-2-A. Much like our zoning request. ref. Z-24-0147

The property is located on County Road 175 with slopes from the back to front and is covered in grass and beautiful large oak trees.

Given topography, trees, proximity to residential as well as proximity to a future LISD campus and in an attempt to preserve the natural topography and the trees, we feel this property is well suited for a large lot residential subdivision.

Please let me know what questions you may have and what additional information you would like.

Thanks,

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Josh Becker

Dannen Real Estate Development

512-909-4744

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.

Neighbors within 500' were contacted via the attached letter on September 25, 2024. The letter is included in the attached packet along with the addresses of those contacted.

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 and the HOA of the neighboring properties within 500' were notified. Contact information for those notified is attached.

3. What concerns were raised during these communications?

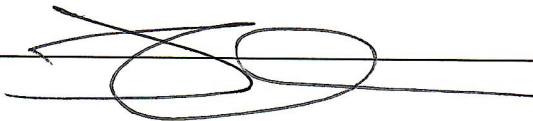
No concerns have been raised as of the submittal of this packet.

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

No conditions have been added as no concerns have been raised.

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

Signature: _____



Date _____

9/30/2024

Dear Neighbor,

We are the owners of the property located at 621 CR 175.

You are receiving this letter because you own a home or property within 500 feet of our property and we are beginning the process of annexation and zoning into the City of Leander.

Our property is currently located within Williamson County, however, an annexation request will be submitted along with a zoning application for the property to be annexed and zoned to Single Family Estate lots.

The future land use map for Leander had called for the property to be zoned as a business park, which would allow for different types of business and industrial uses.

Given topography, trees, proximity to your home as well as proximity to a future LISD campus and in an attempt to preserve the natural topography and the trees, we feel this property is better suited for a large lot residential subdivision, which is the avenue we are pursuing.

Please feel free to reach out with any questions you may have. My name and contact information are below.

Thanks,

A handwritten signature in black ink, appearing to read "Josh Becker", with a stylized, looping flourish extending to the right.

Josh Becker

512-909-4744

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE COMPREHENSIVE PLAN TO AMEND THE FUTURE LAND USE MAP FROM EMPLOYMENT CENTER TO NEIGHBORHOOD RESIDENTIAL FOR THE PROPERTY GENERALLY LOCATED EAST OF CR 175, APPROXIMATELY 250 FEET NORTH OF CARTHAGE STREET; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council adopted the Future Land Use Plan set forth in the Comprehensive Plan by Ordinance No. 24-097-00;

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

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

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

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

SECTION 2. Amendment of the Comprehensive Plan. The City Council hereby adopts the amendment to the Future Land Use Plan that is attached hereto as Exhibit A. The Future Land Plan, as amended, shall be kept in the office of the Planning Department and shall be available for public inspection during normal office hours. Zoning uses, as amended from time to time at the request of the landowner or on motion of the City, shall be amended to be made consistent with the Comprehensive Plan, as amended. The City may amend the Comprehensive Plan in the discretion of the City Council in accordance with the City Charter and state law to plan for the changing plans of the City.

SECTION 3. Amendment of Conflicting Ordinances. The City of Leander Future Land Use Plan previously adopted by Ordinance No. 24-097-00 is hereby amended to the extent of any conflict with Exhibit A. The City of Leander Comprehensive Plan, all ordinances and parts of ordinances, and all resolutions and parts of resolutions in conflict with this Ordinance are amended to

the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code, ordinance, or plan of the City, the terms and provisions of this Ordinance shall govern.

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

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

PASSED AND APPROVED on First Reading this the 6th day of February, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

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 SFE-2-A (SINGLE-FAMILY ESTATE); 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 20.536 acres $\pm$; being more particularly described in Exhibit "A"; located east of CR 175, approximately 250 feet north of Carthage Street; identified by Williamson Central Appraisal District tax identification number R392186; more particularly described in Instrument Number 2023052811; 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 SFE-2-A (Single-Family Estate) 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 6th day of February, 2025.

FINALLY PASSED AND APPROVED on this the 20th day of February, 2025.

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, January 9, 2025
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 Chair James Oliver and Commissioner Donnie Mahan.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the January 2, 2025 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 items 6-8.

By: Board Member Lantrip

Seconded: Board Member LeDay

Vote: 5 - 0 None

6. Approval of the minutes for meeting held on December 12, 2024.
7. Approval of the extension of the application expiration for Site Development Case SD-23-0112 Municipal Drive; more particularly described by Williamson Central Appraisal District Parcel R418622, generally located northwest of the intersection of S. Bagdad Road and Municipal Drive, Leander, Williamson County, Texas.

8. Approval of the extension of the application expiration for Site Development Case SD-23-0133 Northline Block B; more particularly described by Williamson Central Appraisal District Parcel R458187, generally located northwest of the terminus of Northline Street, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

9. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-24-0015 to amend the Comprehensive Plan land use category from Employment Center to Neighborhood Residential and to conduct a Public Hearing and consider action regarding Zoning Case Z-24-0147 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFE-2-A (Single-Family Estate) on one (1) parcel of land approximately 20.536 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R392186; and generally located east of CR 175, approximately 250 feet north of Carthage Street, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0015 as described above.
- Discuss and consider action regarding Zoning Case Z-24-0147 as described above.

Public Hearing opened at 6:08 p.m.; Public Hearing closed at 6:08 p.m.

Jody Brodhecker, 301 CR 175, Leander, TX 78641, spoke in favor of the request.

Motion to approve Comprehensive Plan Case CPA-24-0015, following a discussion.

By: Board Member Lantrip

Seconded: Board Member LeDay

Vote: 5 - 0 None

Motion to approve Zoning request Z-24-0147, following a discussion.

By: Board Member Morales

Seconded: Board Member LeDay

Vote: 5 - 0 None

10. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0137 to amend the current zoning of PAG Leander H1 PUD (Planned Unit Development) with a base zoning district of GC-4-A (General Commercial) to allow for an automobile dealership with unlimited outdoor storage without a primary structure on one (1) parcel of land approximately 6.592 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R578129; and legally described as Lot 1, Block A of the PAG Leander H1 Subdivision, Leander, Williamson County, Texas. Applicant/Agent: Penske Automotive Group (Jeff Anderson) on behalf of PAG West, LLC. (George Raysik).

- Discuss and consider action regarding Zoning Case Z-24-0137 as described above.

No one wished to speak

Motion to approve Zoning Case Z-24-0137.

Public Hearing opened at 6:17 p.m.; Public Hearing closed at 6:17 p.m.

By: Board Member May
Seconded: Board Member Lantrip

Vote: 5 - 0 None

REGULAR AGENDA

11. Adjournment
Meeting adjourned at 6:18 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

Discuss and consider action on Tree Removal Case TRP-24-0034 regarding removal of two (2) Heritage Trees associated with the Wildspring subdivision and the CR 175 Public Improvement Construction Plan Case PICP-23-0052 generally located northwest of the intersection of CR 177 and CR 175, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the tree removal request process. This request includes removing trees within the turning lane of the proposed improvements to CR 175. During the public improvement review process, the applicant has requested to remove two (2) Heritage Trees which are in conflict with the current alignment and roadway design.

HISTORY/TIMELINE:

01/23/2025 – Planning & Zoning

APPLICANT/AGENT:

Pape-Dawson Engineers (Aimee Chavez, P.E.) on behalf of Toll Southwest LLC, (David M. Boswell)

RECOMMENDATION:

Staff recommends approval of this request. During the meeting of January 23, 2025, the Planning & Zoning Commission recommended approval.

PRESENTER:

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

Attachments:

1. TRP-24-0034 Att 1 Planning Analysis
2. TRP-24-0034 Att 2 - Location Map
3. TRP-24-0034 Att 3 - Aerial Map
4. TRP-24-0034 Att 4 Letter of Intent
5. TRP-24-0034 Att 5 Tree Removal Exhibit
6. 1-23-2025 P & Z Minutes



PLANNING ANALYSIS

TREE REMOVAL CASE TRP-24-0034 CR 175 & WILDSRING SUBDIVISION

GENERAL INFORMATION

Owner/Agent:	Pape-Dawson Engineers (Aimee Chavez, P.E.) on behalf of Toll Southwest LLC, (David M. Boswell).
Current Zoning:	Mason Tract Minor PUD (Planned Unit Development) with the base zoning district of SFC-2-B (Single-Family Compact)
Size and Location:	The property is generally located northwest of the intersection of CR 177 and CR 175, Leander, Williamson County, Texas, including approximately 54.88 acres.
Staff Contact:	Michael Chenausky AICP, Senior Planner

APPLICANT REQUEST

The applicant has submitted a request to remove two (2) Heritage Trees (a total of 57 caliper inches) due to the public improvement construction plans associated with the CR 175 expansion and realignment. 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 greater than twenty-six (26) caliper inches, the City Council.

SITE INFORMATION:

SURROUNDING AREA:

This property is located at near the Edgewood subdivision, at the corner of CR 177 and CR 175. The properties surrounding the project include the following uses:

- NORTH: Undeveloped Residential
- WEST: Undeveloped Residential
- SOUTH: Residential (Creek Meadows Estate)
- EAST: Residential (Edgewood Subdivision)

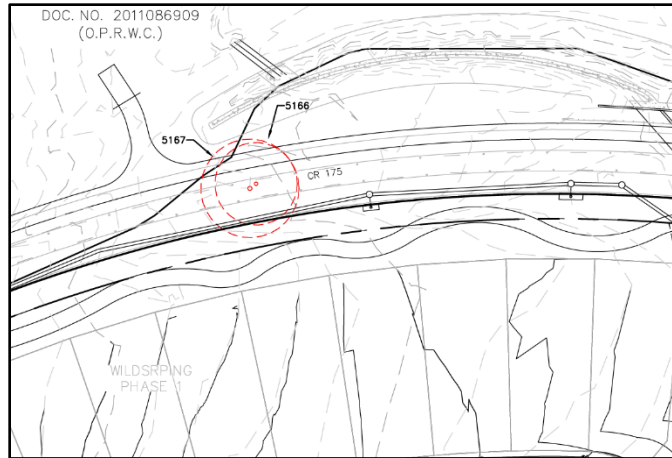
PHYSICAL AND NATURAL FEATURES:

In this area, CR 175 includes significant bends in the road which make it difficult to preserve adjacent trees when working to improve the alignment.

APPROVAL CRITERIA:

The Composite Zoning Ordinance includes the following tree mitigation requirements:

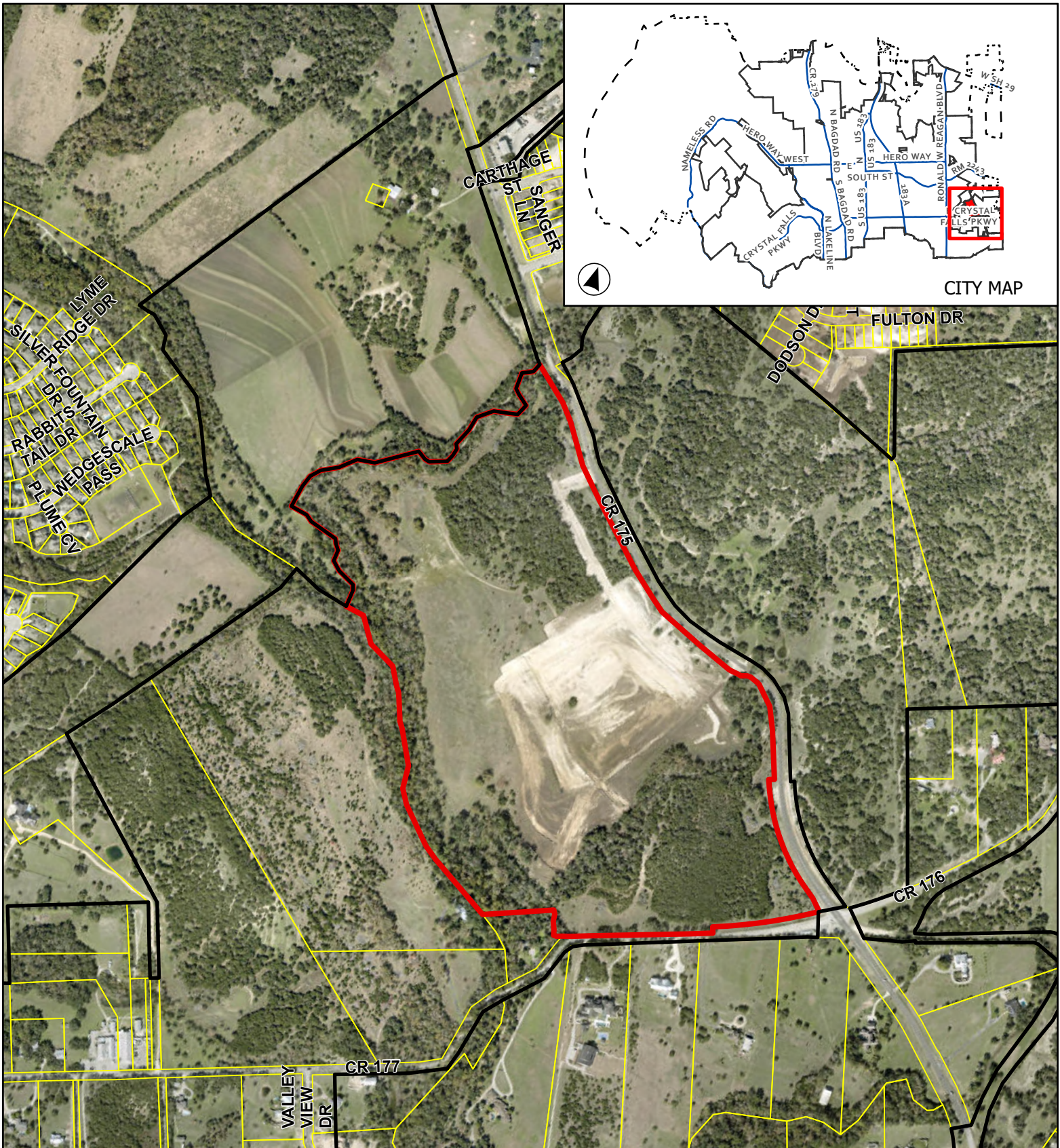
- Heritage Trees (>26 caliper inches) require approval by the Commission and Council, a replacement ratio of 3:1, and a removal fee in the amount of \$300 per caliper inch.



LSI Tree Number	Tree Mann Tree Number	Tree Type	Caliper Inch	Removed	Protected	Heritage	Reason for Removal	Phase Location
5166		LIVE OAK	27	X		X	PAVEMENT	CR 175
5167		LIVE OAK	30.5	X		X	PAVEMENT	CR 175

Applicants' fees:

- Applicant will pay the \$300 per caliper inch for heritage tree removal (57 caliper inches at \$300 = \$17,250) through the construction plan project.
- The applicant will be providing the mitigation requirements for the CR 175 roadway improvements with the Wildspring Phase 1 (PICP-22-0037) project.



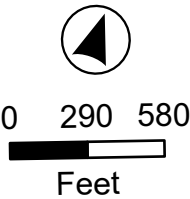
CASE: TP-24-0034

ATTACHMENT 3

WILDSPRINGS PH 1

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

January 8, 2025

Ellen Coufal
Planning Coordinator
City of Leander
P.O. Box 319
Leander, Texas 78646

RE: Letter of Intent for Tree Removal Request for CR 175
Roadway Improvements
Associated App. No.: PICP-23-0052

Dear Ms. Coufal:

The submitted tree removal application is proposing to eliminate significant and heritage trees that conflict with the current alignment and roadway design for CR 175 Roadway Improvements (Reference PICP-23-0052). Only two heritage trees are proposed for removal with this application, a 27" Live Oak and a 30.5" Live Oak. These trees are identified in tree removal exhibit as Tree Number 5166 and 5167. Their location is within the turning lane of proposed CR 175 Roadway Improvements, and their elimination cannot be avoided.

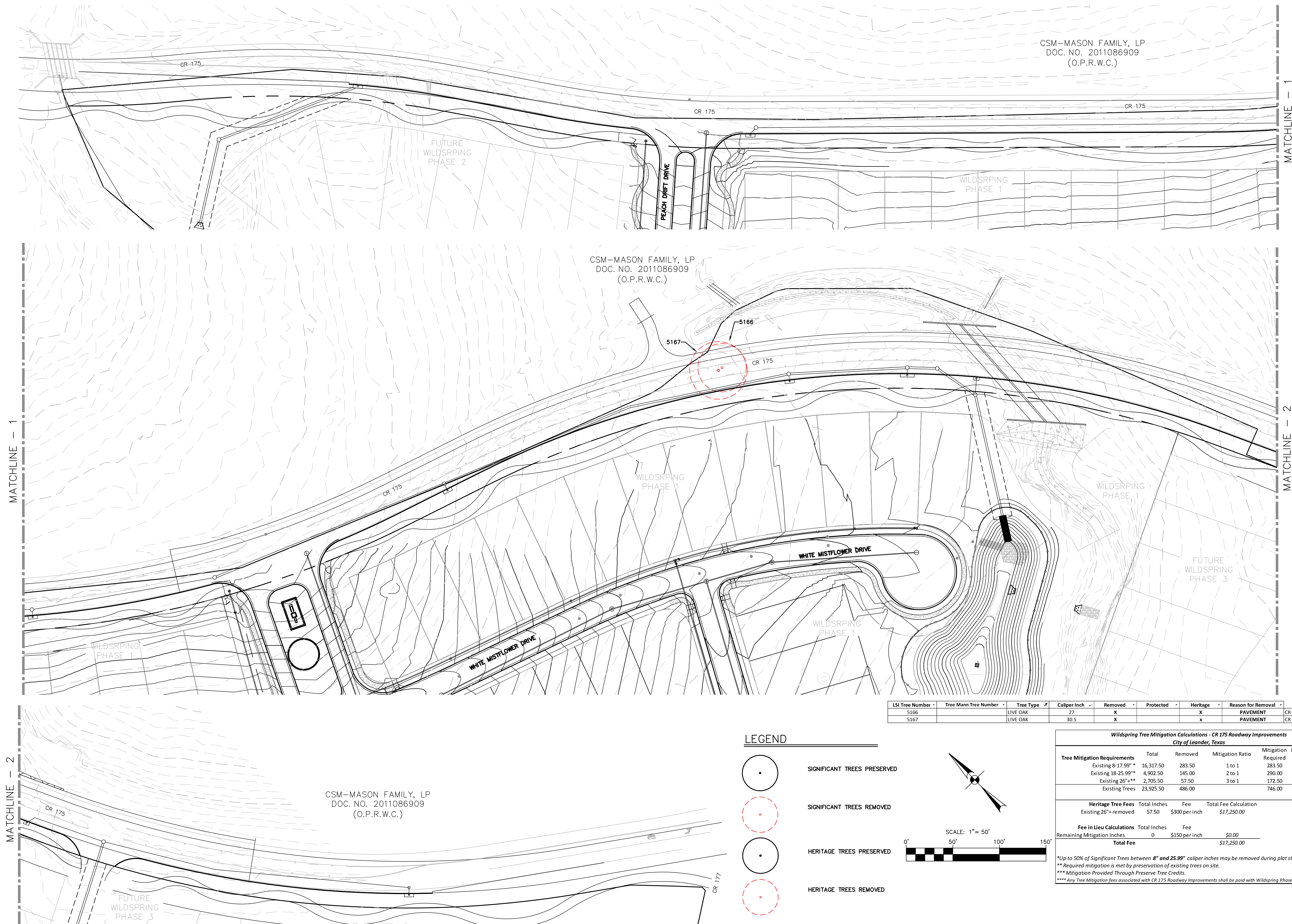
Please contact me if you have any questions or need additional information concerning this request.

Sincerely,
Pape-Dawson Consulting Engineers, LLC.



Aimee Chavez, P.E.
Associate Vice President

H:\Projects\514\80\00\301 Construction Documents\Documents\Plan Processing\City\Tree Removal Permit Submittal #3\250108 Wildspring Phase 1 - Tree Removal Letter.docx

[illegible]

**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TS&PE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

CR 175 ROAD IMPROVEMENTS

LEANDER, TEXAS

TREE REMOVAL EXHIBIT

CITY JOB No. PICP-22-0037
 JOB NO. 51480-00
 DATE JANUARY 2025
 DESIGNER AC
 CHECKED AC DRAWN CK/BA
 SHEET 1 OF 1



**MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, January 23, 2025
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.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the January 16, 2025 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 items 6-8.

By: Board Member May

Seconded: Board Member Morales

Vote: 7 - 0 None

6. Approval of the minutes for meeting held on January 9, 2025.
7. Approval of the Minor Site Development – Brush Clearing Application Form pursuant to Article IX, Section 9 (a) (1) c. of the Composite Zoning Ordinance; Leander, Williamson & Travis Counties, Texas.

8. Approval of the extension of the application expiration for Site Development Case SD-23-0105 Travisso Village C-Store Site Development; more particularly described by Travis Central Appraisal District Parcel 998784, commonly known as 2940 Travisso Parkway, Leander, Travis County, Texas.

PUBLIC HEARING: ACTION

9. Conduct a Public Hearing and consider action on Subdivision Case SFP-22-0002 and Variance Case VA-22-0001 to approve the Leander Business Center Short Form Final Plat and Variance on one (1) parcel of land approximately 10.251 acres ± in size, more particularly described by Williamson Central Appraisal District R031713; generally located at 80 Mockingbird Hill, Leander, Williamson County, Texas. *Postponed.*
10. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0152 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the San Gabriel Project Minor PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on two (2) parcels of land approximately 6.09 acres ± in size, more particularly described by Williamson County Central Appraisal District Parcel R089421 and R458174; and generally located at the intersection of San Gabriel Parkway and US 183 between west of the railroad tracks and east of US 183, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0152 as described above.

Public hearing opened at 6:04 p.m.; Public hearing closed at 6:04 p.m.

Submitted via the website in favor of the request:

Melissa Castro 1320 Arrow Point Dr, Suite 600, Cedar Park, TX 78613.

Motion to approve Zoning Case Z-24-0152, following a discussion.

By: Board Member Lantrip

Seconded: Board Member Calame

Vote: 7 - 0 None

REGULAR AGENDA

11. Discuss and consider action on Tree Removal Case TRP-24-0025 regarding the removal of all trees on site including two (2) Significant Trees greater than eighteen (18) caliper inches associated with the Wildcat Fuel Site Development Project SD-23-0086 located at 807 Crystal Falls Parkway, Leander, Williamson County, Texas.

Motion to deny the Tree Removal case TRP-24-0025, following a discussion.

By: Board Member Lantrip

Seconded: Board Member Oliver

Vote: 6 - 1 (Board Member Mahan opposed)

12. Discuss and consider action on Tree Removal Case TRP-24-0034 regarding removal of two (2) Heritage Trees associated with the Wildspring subdivision and the CR 175 Public Improvement Construction Plan Case PICP-23-0052 generally located northwest of the intersection of CR 177 and CR 175, Leander, Williamson County, Texas.

Motion to approve Tree Removal case TRP-24-0034, following a discussion.

By: Board Member Calame
Seconded: Board Member May

Vote: 7 - 0 None

- 13. Discussion regarding the Comprehensive Plan Implementation Schedule, Leander, Williamson & Travis Counties, Texas.
No action was taken.
- 14. Adjournment
Meeting adjourned at 6:26 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

Discuss and consider action on an Ordinance establishing a 40 miles per hour (MPH) speed limit on N. Lakeline Boulevard from Crystal Falls Parkway to Stinnett Drive.

BACKGROUND:

The city has received concerns regarding the traffic speed along N. Lakeline Boulevard, particularly near the marked pedestrian crossings at the intersections with Plano Lane and Sonny Drive. These intersections are not signalized but do include pedestrian crossings. The existing posted speed limit for N. Lakeline Boulevard through the city limits is at 45-MPH between Hero Way and Crystal Falls Parkway which was placed at the time of the road construction. Since that time, there have been new developments including additional residential subdivision, commercial developments with median access cuts, multifamily development, access to a park and amenity center, and a few pedestrian crossings. These new developments create new intersections with N. Lakeline Boulevard thus making the speed limit of 45-MPH unsafe. Based on the collected speed data, technical assessment and per FHWA and TxDOT guidelines, staff recommend revising the speed limit on N. Lakeline Boulevard between Crystal Falls Parkway and Stinnett Drive to 40-MPH. Attachment 1 includes more details about the traffic recommendations for this change.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of the proposed Ordinance establishing a 40-MPH Speed limit on N. Lakeline Boulevard from Crystal Falls Parkway to Stinnett Drive.

PRESENTER:

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

Fiscal Impact

\$200 +/- for sign installation

Attachments:

1. Ordinance N Lakeline Speed Limit
2. Technical Recommendation

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AUTHORIZING AND DIRECTING THE INSTALLATION AND ERECTION OF SPEED CONTROL SIGNS TO AMEND SPEED LIMIT ESTABLISHED ON N. LAKELINE BOULEVARD FOR THE ZONING OF TRAFFIC AND RATE OF SPEED THEREON, IN THE CITY LIMITS OF LEANDER; ESTABLISHING NEW SPEED LIMITS FOR THE PORTIONS OF N. LAKELINE BOULEVARD AS PROVIDED HEREIN; DEFINING SPEEDING AND FIXING A PENALTY THEREFORE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, the regulation of traffic, motor vehicles and conveyances upon all public streets, roadway and rights-of-way constituting a speed zone within the City limits is essential and necessary to protect and to preserve the public safety of the City of Leander, Texas (the “City”);

WHEREAS, an Engineer for the City using engineering judgement and state and federal guidelines has found unsafe conditions in the traffic flow and traffic volume resulting in the recommendations for the installation and erection of updated speed control signs along N. Lakeline Boulevard in the City and;

WHEREAS, after review, the City Council has found that the installation and erection of updated speed control signs along N. Lakeline Boulevard as hereinafter set forth and listed in this Ordinance are reasonable and necessary for the public safety and are supported by sound and accepted public safety and traffic engineering criteria.

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. Speed Zone. The Speed Zone is established and affirmed as follows:

SPEED ZONE: N. LAKELIKE BOULEVARD

FOR NORTHBOUND TRAFFIC

Beginning at the intersection of N. Lakeline Boulevard and Crystal Falls Parkway, continuing north to the intersection of N. Lakeline Boulevard and Stinnett Drive, there hereby being established a maximum speed limit of 40 miles per hour.

FOR SOUTHBOUND TRAFFIC

Beginning at the intersection of N. Lakeline Boulevard and Stinnett Drive, continuing south to the intersection of N. Lakeline Boulevard and Crystal Falls Parkway, there hereby being established a maximum speed limit of 40 miles per hour.

Section 3. Ratification and Confirmation. The installation, placement, erection of updated speed control signs as deemed appropriate and the enforcement of the traffic along the roadways set forth herein and as further detailed in Exhibit “A” are hereby confirmed and ratified by the City Council. Each speed control location, Column I listed in Exhibit “A” shall require traffic or motor vehicles operating in the zone indicated in Column II to adhere to such requirements and shall be in effect at all times. Signs will be erected giving notice of the speed limit so declared to be as indicated in Column III unless otherwise changed by any other traffic control device duly placed, such as a school or construction speed zone.

Section 4. Traffic Control Speed Signs. The City Council hereby orders and directs that the updated traffic Speed Zone signs hereinafter set forth as described above be placed, installed and erected at the locations designated herein and as deemed appropriate, and that such signs and devices be hereafter maintained and enforced by the City. The signs indicate the speed limit in the direction facing the sign and shall require traffic traveling on such section of roadway to observe the maximum speed limit which is in effect at all times unless otherwise changed by another traffic control device.

Section 5. Violation and Penalties. It shall be unlawful for any person to drive or operate a motor vehicle that enters the Speed Zone identified herein without observing the maximum speed limit which shall remain in effect at all times unless changed by another traffic control device duly placed. Further, it shall be unlawful for any person to tamper with, alter, remove, destroy, cover or hinder the visibility, of any traffic device control device erected by this Ordinance in a manner which is inconsistent with its use as a traffic control device. Any person who violates this Ordinance or part thereof shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not less than \$1.00 nor more than \$200.00.

Section 6. Repeal of Conflicting Ordinances. All parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only. 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 the most restrictive ordinance shall govern.

Section 7. Effective Date. This Ordinance shall take effect immediately from and after its passage.

Section 8. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any 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 in 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 9. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on this 6th day of February, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS

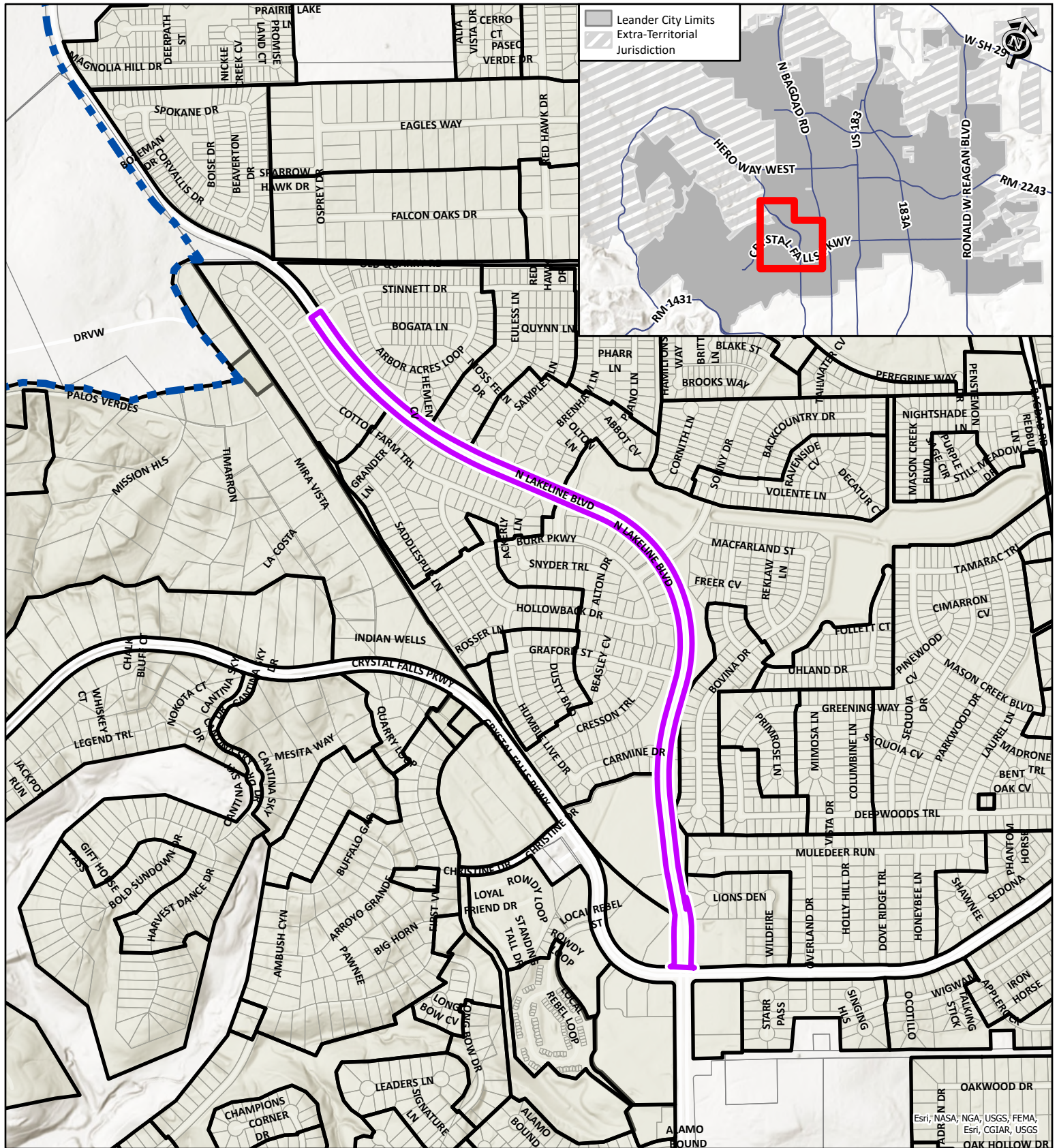
Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit “A”

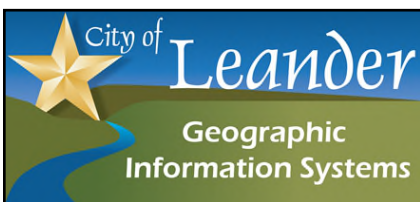
**Established Speed Zone
City of Leander, Texas**

Column I	Column II	Column III
Street Location and Direction	Limits of Speed Zone Controlled by sign(s)	Speed Limit
N. Lakeline Boulevard (North Bound)	From the intersection of N. Lakeline Boulevard and Crystal Falls Parkway to its intersection with Stinnett Drive	40-MPH
N. Lakeline Boulevard (South Bound)	From the intersection of N. Lakeline Boulevard and Stinnett Drive to its intersection with Crystal Falls Parkway	40-MPH



SPEED LIMIT CHANGE PROPOSAL

N Lakeline Blvd from Crystal Falls Blvd to Stinnett Dr



-  Proposed Limit for Speed Change
-  City Limits



0 500 1,000 2,000
Feet

Speed Limit Recommendation for N Lakeline Blvd from Crystal Falls Blvd to Stinnett Drive

- 1/7/2025

Background

In response to the history of citizen concerns of drivers travelling at unsafe high speeds along N Lakeline Blvd, particularly near the marked pedestrian crossings at the unsignalized Plano and Sonny intersections with N Lakeline Blvd, the City of Leander Engineering and Public Works departments have contracted with a traffic data collection company to collect traffic volume and speed data to determine the 85th percentile speed. The 85th percentile speed is typically used as part of the analysis in determining an appropriate speed limit according to FHWA¹ and TxDOT² guidelines for establishing speed zones.

The FHWA Engineering Approach method for setting speed limits is a two-step process where a base speed limit is set according to the 85th percentile speed, the design speed for the road, or other conditions. This base speed limit is then adjusted according to traffic and infrastructure conditions such as pedestrian use, median presence, etc. Within the engineering approach there are two approaches, the Operating Speed Method and the Road Risk Method. The Operating Speed Method is set within 5 miles per hour of the 85th percentile speed determined from speed surveys and then appropriate changes plus or minus based on other considerations. Under the Road Risk Method, the level of roadside development and the function of a road are the primary determinants of the appropriate speed limit.

Additionally, TxDOT Procedures for Establishing Speed Zones describes additional roadway factors while using engineering judgement that may be considered to reduce the posted speed limit by as much as 10 miles per hour below the 85th percentile speed. These roadway factors include horizontal and vertical curves with possible limited sight distance, hidden driveways and developments resulting in possible limited sight distance, or rural residential or developed areas with higher potential for pedestrian and bicycle traffic. TxDOT further advises that speed limits should not be posted lower than 10 mph below the 85th percentile speed since unreasonably low speed limits have not been shown to be an effective way to control speeding. Allowing too great a variation would risk losing motorist respect for speed limits and traffic control devices.

Recommendation

To aid in the determination of the appropriate speed limit, traffic volume and speed data were collected by Quality Counts from December 12, 2024 to December 18, 2024 at three locations along N. Lakeline Blvd, near Vista Ridge Drive, near Plano Lane and Sonny Drive, and near Crystal Falls Blvd. The data collected shows the 85th percentile to be 50 mph, 49 mph, and 49 mph respectively at these three locations.

Based on the traffic data collected and the FHWA¹ and TxDOT² guidelines for establishing speed zones, it is recommended the speed limit along N. Lakeline Blvd from Stinnett Drive to Crystal Falls be lowered to 40 mph from the current posted speed limit of 45 mph. This recommendation is based on the prevalence of pedestrian activity generated by the residential neighborhoods along both sides of N Lakeline Blvd and the curvilinear horizontal alignment of N Lakeline Blvd roadway specifically between Crystal Falls and Stinnett Drive. Also, the presence of an amenity center near Sonny Drive and Plano Drive, with existing pedestrian crossings, as well as several median cuts creates added risk for vulnerable users like pedestrians and drivers between Crystal Falls and Stinnett Drive. Per the FHWA's Risk Reduction Method and TxDOT's speed limit guidelines^{1,2}, these are added factors for recommending lowering the speed limit up to 10 mph from the 85th percentile base speed to 40 mph between Crystal Falls Parkway to Stinnett Drive.

The roadway north section north of Stinnett shows a presence of lower density development without contributing road risk factors such as described above. Hence, the section north from Stinnett Drive is not recommended to lower the posted speed of 45 mph.

References:

1. *Methods and Practices for Setting Speed Limit: An Informational Report; FHWA Safety Program; FHWA-SA-12-004; April 2012*
2. *Procedures for Establishing Speed Zones; Texas Department of Transportation; August 2015*

Attachments:

- A. Location Map



EXECUTIVE SUMMARY
2/6/2025

AGENDA SUBJECT:

Discuss and consider acceptance of staff project recommendations for submittal in the Preliminary Application (PA) to the Texas Department of Transportation (TxDOT) 2025 Transportation Alternatives (TA) Call for Projects; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

On January 3, 2025, the Texas Department of Transportation (TxDOT) announced a statewide Call for Projects for the Transportation Alternatives Set-Aside (TA) program (including available and anticipated future funds) for bicyclist and pedestrian infrastructure and planning. TxDOT's 2025 TA Call for Projects features a two-step application process with the first step being the submittal of a Preliminary Application (PA) on February 21, 2025, and the second, a Detailed Application (DA) submitted on June 20, 2025, if the project is determined to be eligible. If awarded, sponsors can expect to receive notification in October 2025.

For the 2025 TA Call for Projects, TxDOT is particularly interested in projects that reflect a high degree of collaboration and community consensus that contribute to safety, mobility, and connectivity. Project readiness is a high scoring factor since the project must let for construction within three (3) years of award. There are numerous uncertainties with design phase projects (easement, environmental clearance, construction cost, etc.).

Two (2) projects can be submitted per sponsor. City staff (CIP, Public Works, Engineering) met to review applicable projects and recommend the following:

- T.68 City of Leander Self Evaluation and American Disabilities Act (ADA) Transition Plan
 - Project Scope: As required by Title II of the ADA, project will conduct a self-evaluation of City's services, programs, activities, and facilities on public property and within public rights-of-way; and develop ADA Transition Plan detailing the methods to be used to ensure compliance with ADA accessibility requirements.
 - TA Category: Non-infrastructure
 - TA Category Project Cost Range: minimum \$100,000.00
 - Background: Planned to be included in our next CIP cycle. This project is part of our effort to get City ADA compliance. We are currently on the non-compliance list per survey conducted by TxDOT. The attached progress narrative submitted to TxDOT details our ongoing effort and planning.
 - Estimated Project Cost: \$600,000.00
- Safe Routes to School Program
 - Project Scope: Establish a Safe Routes to School Program, which should include strategic placement of crossing guards and crosswalks, community education and outreach, and infrastructure projects. Address critical gaps in sidewalks and shared-use paths on both sides of every roadway within a half mile of a school (6' minimum for local roads and 10' minimum for arterial roads).
 - TA Category: Non-infrastructure

- TA Category Project Cost Range: minimum \$100,000.00
- Background: Our Safe routes to school plan was submitted and accepted in Capital Area Metropolitan Planning Organization (CAMPO) 2050 Regional Transportation Plan as Project 7. A Safe Routes to School plan is a community-based strategy aimed at making it safer and more appealing for students to walk or bike to school by implementing infrastructure improvements, education programs, and enforcement initiatives, ultimately encouraging more active transportation among children and improving their safety while traveling to and from school.
- Estimated Project Cost: \$500,000.00

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends and respectfully requests acceptance of staff's recommendations to submit project T.68 City of Leander Self Evaluation and ADA Transition Plan and Safe Routes to School Program and authorize the City Manager to submit the Preliminary Application (PA) to the Texas Department of Transportation (TxDOT) 2025 Transportation Alternatives (TA) Call for Projects.

PRESENTER:

Gina M. Ellison, PE, Executive Director of Public Works

Fiscal Impact

TA funding provides 80% federal funds with a 20% minimum local match required. The local funding match may be provided in cash, Transportation Development Credits (TDCs) or state funds in limited circumstances.

Attachments:

1. ADA Transition Plan_TA Preliminary application_Draft
2. TXDOT ADA Compliance Survey COL Progress Narrative Sep 2024
3. Safe Routes to School Program_TA Preliminary application_Draft
4. Safe Routes to School Exhibit



2025 Transportation Alternatives (TA) Call for Projects

Preliminary Application (PA)

Deadline to Submit PA: February 21, 2025

Project Sponsor

[Link to PA Instructions](#)

1. Contact information

Local Government/Project Sponsor Name: City of Leander

Contact Person: Gina Ellison

Title: Executive Director of Public Works

Street Address: 105 N Brushy St

City: Leander

Zip Code: 78641 Office Phone Number: 512.259.2640

Email: gellison@leandertx.gov

Other partnering entities: _____

2. Identify population area (based on project location)

An eligible project sponsor may represent a sub-area within its jurisdictional boundaries. Example: a County sponsors a project located within the boundaries of a City, Census Designated Place, Village, or Unincorporated Area – use the smaller population area where the project is located. For population numbers, use [Census data](#) from the 2020 Decennial Census.

Location Name: City of Leander

Population size: 59,202

3. Is the project within the boundaries of a [Metropolitan Planning Organization \(MPO\)](#)?

☒ Yes ☐ No

If the project is within a MPO boundary, is the project within a Census Urbanized Area greater than 200,000, designated as a [Transportation Management Area](#)?

☒ Yes ☐ No

Project Information

4. Project name: Capital Improvement Project T.68 City of Leander Self Evaluation and ADA Transition Plan

Be concise and logical.

5. Eligible project type

Projects may include multiple project types; select all types that apply. (See instructions for details.)

☐ Bikeway improvements

☐ Other bicycle, pedestrian, or micromobility infrastructure installations

☒ Shared use path improvements

☐ Boulevard improvements to enhance pedestrian, bicyclist and transit access

☒ Pedestrian improvements

☐ Improvements for non-motorized transportation safety

☐ Other _____

☒ Planning document

6. Project location

Projects may include multiple project locations; select all types that apply.

☐ On/along a TxDOT maintained roadway

☐ On/along a non-TxDOT roadway

☒ Not within the right-of-way of any roadway

7. Provide a Google map link: _____

See PA instructions for recommended tutorial links and minimum requirements.

8. Preliminary Scope of Work

Briefly describe the project, including project location, limits, facility type, and width. Descriptions that exceed the space provided below are not acceptable. (See instructions for details.)

As required by Title II of the ADA, project will conduct a self-evaluation of City's services, programs, activities, and facilities on public property and within public rights-of-way; and develop ADA Transition Plan detailing the methods to be used to ensure compliance with ADA accessibility requirements. Project is part of our effort to get City ADA compliance. We are currently on non-compliance list per survey conducted by TxDOT.

9. Project Category

Select the project category the Project Sponsor is interested in pursuing for this application. Please refer to the [Project Category Decision Tree](#) for additional assistance.

COMMUNITY BASED – preliminary engineering and construction activities.	☐
LARGE SCALE – preliminary engineering and construction activities for large projects of more than \$5 million in estimated costs.	☐
NETWORK ENHANCEMENTS – light construction/ installation for quick turnaround projects with limited or no design and no right of way acquisition.	☐
NON-INFRASTRUCTURE – planning documents to assist communities of any size develop non-motorized transportation networks	☒
<i>NOTE: For all projects a minimum 20% local match is required; however, project sponsors may be eligible for a reduction in the local match. See Program Guide for additional information.</i>	

10. Project costs

Provide a planning cost estimate for the total estimated cost for the following project activities:

Estimated cost to prepare planning document/conceptual design: (Non-infrastructure projects only)	\$ 600,000
Estimated cost to prepare construction plans, specifications, and estimates:	\$ 0
Estimated cost to prepare environmental documentation:	\$ 0
Estimated cost to acquire right-of-way:	\$ 0
Estimated construction cost:	\$ 0
Total project cost estimate:	\$ 600,000
Estimated Local Match (20% of above costs):	\$ 120,000

Estimated Local match is calculated after #11 completed. Attach a copy of the cost estimate. The breakdown of federal, state, and local percentages will be determined in Step 2 of the application process, if authorized to proceed.

11. Transportation Development Credits

If a project sponsor is in an economically disadvantaged county or its population is less than 200,000 and meets certain economic criteria, they are eligible for Transportation Development Credits that allow for 100% federal TA funds to be applied to the project in lieu of a local match. Refer to the map ([link](#)). Is the project sponsor eligible for Transportation Development Credits (TDCs) for this project?

☐ Yes ☒ No

12. Preferred TxDOT Involvement in Implementation Phase

If this project were awarded funding, in addition to TxDOT's oversight role, would the project sponsor prefer the TxDOT District manage any phases of the project?

☒ None ☐ Unsure ☐ Non-Infrastructure ☐ Construction ☐ Design and Construction

13. Local match

Identify source(s) of local matching funds: Municipal Budget

Examples include municipal budget, Transportation Development Credits, or donated funds from a third-party.

14. Project complexity

Is this project in a locally or regionally approved planning document?

(May include City/County/MPO, master/comprehensive, bicycle/pedestrian, capital improvement, or other transportation plans.)

☒ Yes ☐ No ☐ Unk

Will the project reduce automobile traffic capacity or require a limitation to property access?

☐ Yes ☒ No ☐ Unk

Will the project cross a railroad (RR) or is the project within 100-feet of RR right-of-way?

☐ Yes ☒ No ☐ Unk

Will the project require utility relocations?

☐ Yes ☒ No ☐ Unk

Will this project require acquisition of right-of-way or an easement (e.g. utility or railroad), or relocation?

☐ Yes ☒ No ☐ Unk

Will the project require land purchased or improved with Land and Water Conservation Funds?

☐ Yes ☒ No ☐ Unk

Will the project require land in: (Check all appropriate boxes)

Publicly owned: ☐ Park(s), ☐ Recreation area(s), ☐ Wildlife/waterfowl refuge(s),
OR ☐ Publicly/private owned historical or archeological sites?

☐ Yes ☒ No ☐ Unk

Will the project be located within or around properties listed on the National Register of Historic Places?

☐ Yes ☒ No ☐ Unk

Will the project be located within range and/or potential habitat of state or federally protected species?

☐ Yes ☒ No ☐ Unk

Is there a likely possibility of encountering hazardous materials?

☐ Yes ☒ No ☐ Unk

Will the project require placement of fill in wetlands or waters of the U.S.?

☐ Yes ☒ No ☐ Unk

Will the project be located in the Edwards Aquifer Recharge/Contributing Zone or Coastal Management Zone?

☐ Yes ☒ No ☐ Unk



City of **Leander** Texas



CITY OF LEANDER TXDOT ADA COMPLIANCE SURVEY II PROGRESS NARRATIVE

Prepared For:
Texas Department of Transportation
Civil Rights Division

Prepared By:
City of Leander
105 N. Brushy Street
Leander, Texas 78641

September 2024

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1. Introduction

The purpose of this report is to document and update on City of Leander's ongoing work progress for ensuring compliance with American with Disabilities Act (ADA) and Section 504 of The Rehabilitation Act of 1973 within the City's processes and policies.

The City of Leander, one of the fastest growing City of the nation, is located in the northwest area of the Central Texas region along Highway 183, primarily in the western region of Williamson County, while the western side of the City extends into northwest Travis County. The City of Leander adheres to the Americans with Disabilities Act (ADA) and ensures that no individual is discriminated against based on disability. This includes providing reasonable accommodations in employment, access to public services, and facilities.

As part of the City's commitment to accessibility and inclusivity, City is working continuously within the organization and with Texas Department of Transportation (TxDOT). Following section of the reports highlights various progress the City has made to achieve compliance.

2. ADA Transition Plan Status

City is working to start the self-evaluation and development of the ADA transition plan in FY2025 and securing funds under the Capital Improvement Program. Request for qualifications will be issued to hire a qualified consultant for performing the task. Draft scope of work is being prepared and various other City's transition plans are being studied as reference. In brief following major tasks will be included:

- Developing Inventory (Facilities, Sidewalks, signals, and intersections).
- Identifying any existing concern based on any citizen complaint/concern received.
- Evaluation of City's Details and Standards, Contractual Procedure, Websites and other policies for ADA compliance.
- Field Survey and ADA Transition Plan Development with prioritization and multiyear plan.
- Staff Training on ADA policy/procedure.

3. Progress for ADA Compliance

Various City staff have taken part and completed mandatory training in ADA Subrecipient Compliance Assessment Tool (SCAT) -Technical Assistance Workshop. They have also participated in one-on-one technical assistance training, milestone progress meeting and other activities as outlined in Subrecipient 18-Month Compliance Check Standard Operating Procedures (SOP). The following list includes the policies and procedures that have been updated or made more accessible.

3.1. Nondiscrimination Policy and Grievance Procedure

Nondiscrimination policies are posted in various city documents and website pages. It is posted in the Human Resource Homepage and in the City's job posting website. Policy and grievance procedure documents are posted under in the City's website. Attached Exhibit A includes various website links and snapshots of the pages. In addition, ADA compliance statement is also posted on each of the City's council published agenda. Sample agenda snapshot is also included in the same exhibit.

3.2. Web and Telephone Access

City has recently upgraded its website and is now fully compliant with ADA accessibility guidelines. Testing ran through the CivicPlus accessibility checker found no issue on the website. In addition, the website lists various accessibility information. City is continuously working to post all accessibility notices and accommodation request information to ensure public dissemination. Attached Exhibit B includes CivicPlus website testing report.

3.3. ADA Training

Various City staff from different departments (Public Works, Engineering, CIP) have completed ADA Subrecipient Compliance Tool (SCAT) technical Assistance Workshop. In addition, they have participated in one-on-one technical assistance training, and milestone progress meetings. Further, City staff have been researching various other City's ADA resources and plans. Attached Exhibit C includes some available training certificates.

3.4. Accessible Meeting Locations

Public office and meeting locations are accessible with ramps, sidewalk and tactile paving. City programs and events are designed to be inclusive, providing accommodations such as sign language interpreters or assistive listening devices when needed/requested. Attached Exhibit D includes pictures of various meeting locations.

4. Pending and Planned Items

Items 10-18 are anticipated to be completed with a planned Self Evaluation and Transition Plan Project. City plans to update its processes and policies identified in Self Evaluation to bring in compliance. Also, identified facility deficiencies will be updated or retrofitted per recommended priority and funding availability.

In the meantime, the City plans to actively work in good faith to ensure equal participation and provide reasonable accommodations in employment, access to public services, and facilities for people with disabilities. City will work on increasing participation from the disability community by increasing public dissemination of its policies. Any request of accommodation or accommodation made will be documented. City plans to be in constant communication with TXDOT for providing updates and for guidance for these pending and

planned items. Attached Exhibit E includes progress tracking sheet with list of all items and status.

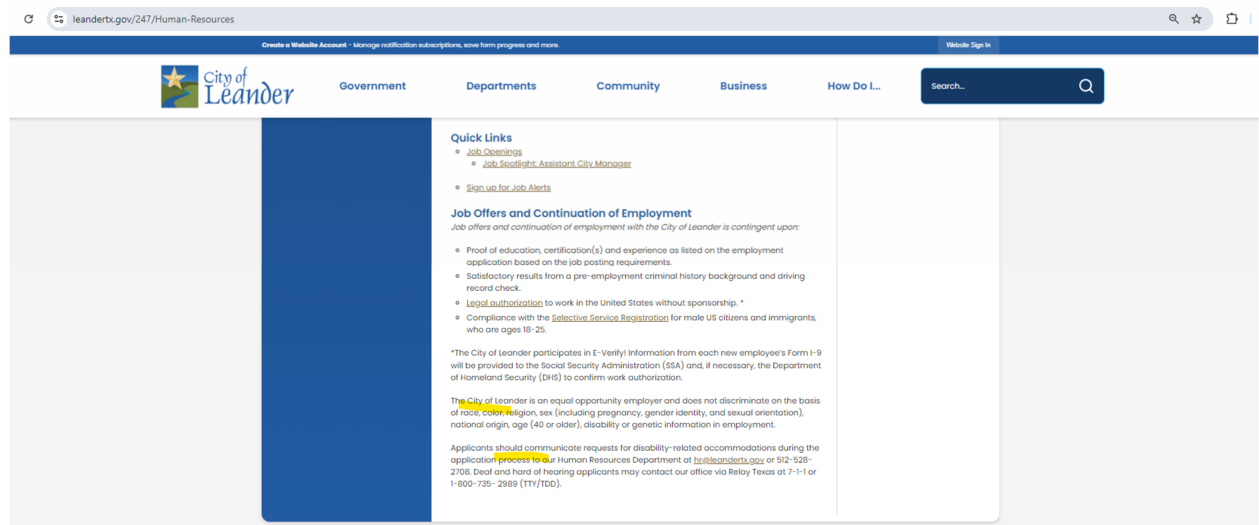
5. Conclusion

City's team is making strides towards the needed ADA process and policies compliance as noted in the progress narrative outlining the 18-month compliance period of Cycle 1, Phase 1, along with the attached Exhibits. City anticipates having full, needed compliance and cover all needed items with completion of ADA Transition Plan. Meanwhile, City plans to work diligently for its adherence to the Americans with Disabilities Act (ADA) and to ensure that no individual is discriminated against based on disability.

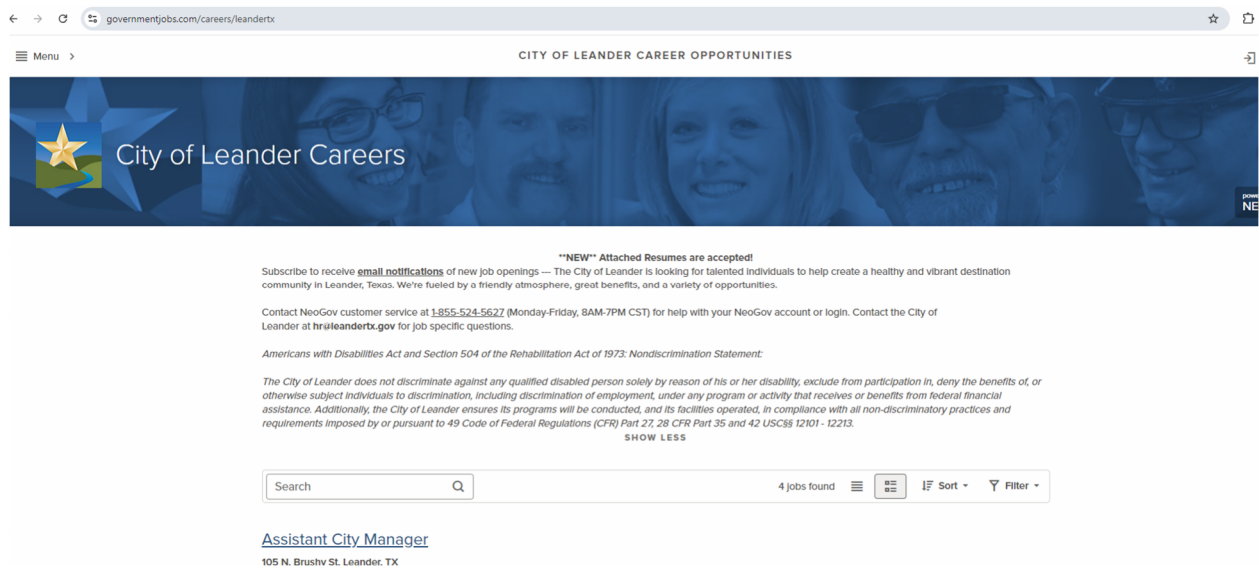
Exhibit A: Non-Discrimination Policy Website Links

- No discrimination Policy and Complaint procedure posted on various website pages:

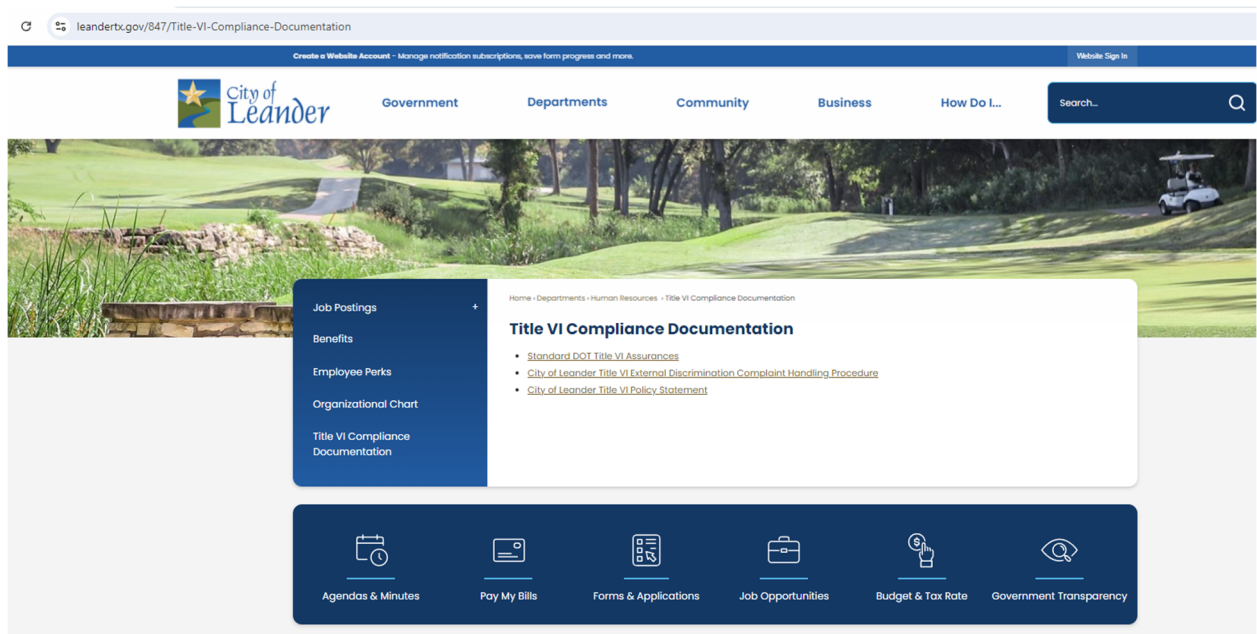
HR Homepage: <https://www.leandertx.gov/247/Human-Resources>



Job Opening Page: <https://www.governmentjobs.com/careers/leandertx>



Policy Documents: <https://www.leandertx.gov/847/Title-VI-Compliance-Documentation>



- Accommodation Statement in Every City Council Public Meeting Agenda (Notice)

<https://www.leandertx.gov/129/Agendas-Minutes>

39. 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 28 day of August 2024 by 7:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC

Exhibit B: Website Accessibility Report

- Website Accessibility Information: <https://www.leandertx.gov/accessibility>

Pages • Leander, TX • CivicEngage x +

leandertx.gov/accessibility

Create a Website Account - Manage notification subscriptions, save form progress and more. Website Sign In

City of Leander Government Departments Community Business How Do I... Search...

Home - Site

Website Accessibility

If you use assistive technology (such as a Braille reader, or a screen reader) and the format of any material on this website interferes with your ability to access information, please [contact us](#). To enable us to respond in a manner most helpful to you, please indicate the nature of your accessibility problem, the preferred format in which to receive the material, the web address of the requested material, and your contact information.

Accessibility Design Guidelines

Our website has been designed with the following accessibility guidelines in mind:

- We work to comply with [Section 508](#) as well as [WCAG 2.0 A and AA](#) referring to website accessibility standards.
- If you have difficulty accessing the site or have any comments or feedback, please do not hesitate to [contact us](#).

Browser Accessibility Information

Many popular browsers contain built-in accessibility tools.

- [Chrome Accessibility Information](#)
- [Firefox Accessibility Information](#)
- [Microsoft Edge Accessibility Information](#)
- [Safari Accessibility Information](#)

Additional Plug-ins

Adobe Reader is required to view and print PDF documents that appear on this website.

- To download this program for free, visit the [Adobe website](#)
- To read PDF documents with a screen reader, please visit the [Adobe Reader Accessibility website](#) which provides useful tools and resources.

Supported Assistive Technology

- Latest Version of [JAWS](#) for Windows
- Latest Version of [NVDA](#) for Windows
- Latest Version of [VoiceOver](#) for Mac OS X
- Keyboard-Only Navigation

Agendas & Minutes Pay My Bills Forms & Applications Job Opportunities Budget & Tax Rate Government Transparency

City of Leander, Texas

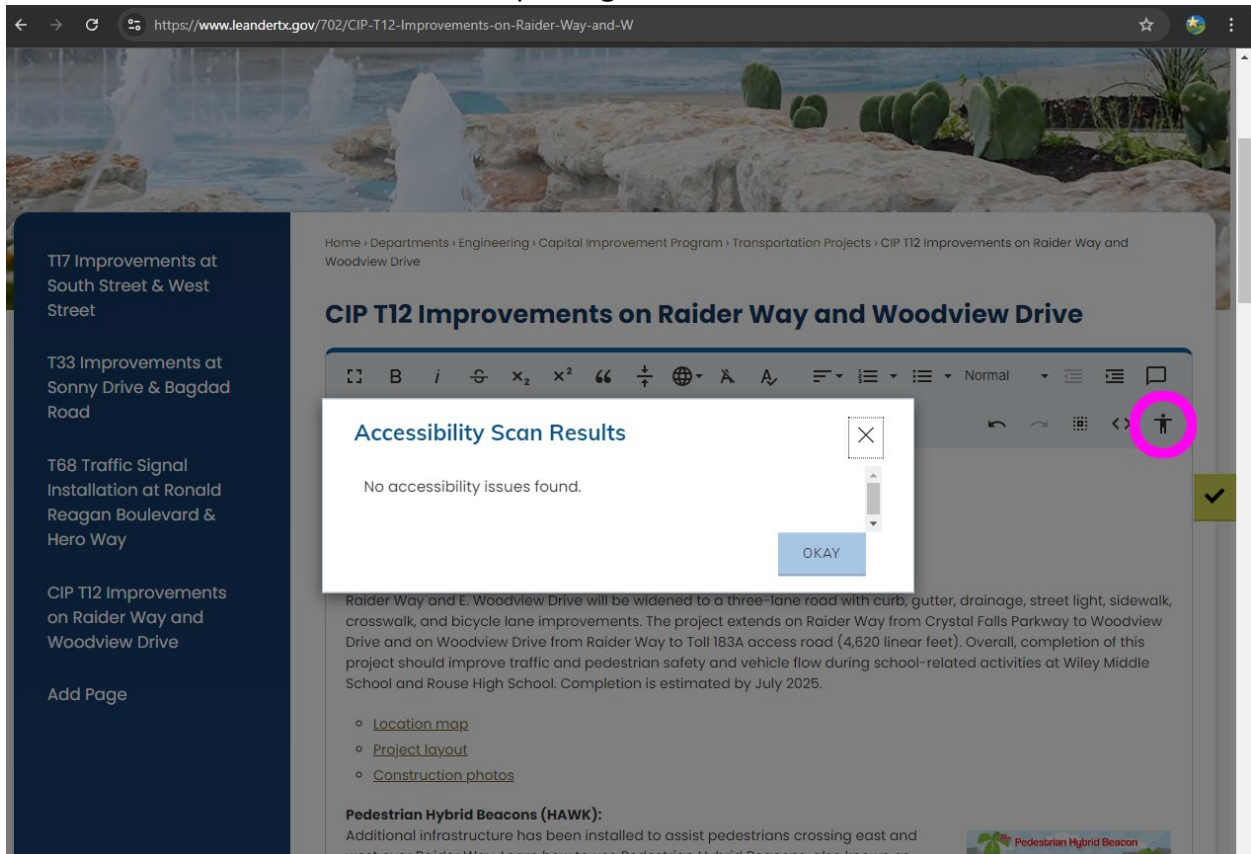
Website:

<https://www.leandertx.gov>

Sample Page:

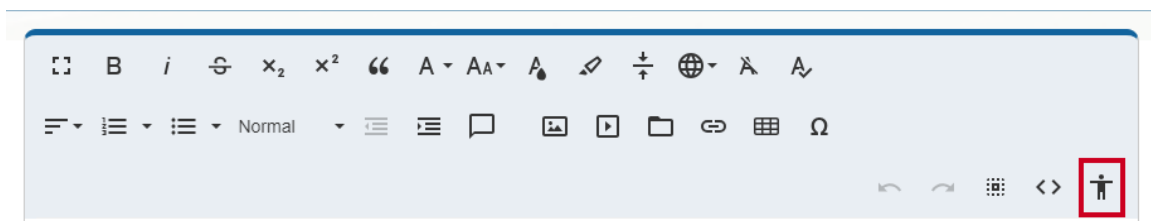
<https://www.leandertx.gov/raider>

Sample Page Screenshot:



Accessibility Content Checker

CivicPlus® provides an **Accessibility Checker** for the content located in the Editor, [FAQs](#), and News Flash widgets to ensure it complies with the [ADA](#).



CIVICENGAGE[®]

Guide to Accessible Content

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Resources

Americans with Disabilities Act (ADA)

The [Americans with Disabilities Act \(ADA\)](#) is a civil rights legislation that was created to ensure people with disabilities have equal access to commercial, state and local government facilities; it does not define technical standards for web accessibility. Website based ADA lawsuits, complaints, and Department of Justice settlements reference WCAG 2.0 Level A and AA compliance.

Section 508

[Section 508](#) requires electronic and information technology of Federal agencies is accessible to people with disabilities. To be compliant with Section 508 electronic content must conform to WCAG 2.0 Level A and AA.

Web Content Accessibility Guidelines (WCAG)

The [Web Content Accessibility Guidelines \(WCAG\)](#) were developed to make content accessible to people with disabilities and users in general. WCAG accounts for accessibility on various devices and considers many different disabilities. Three levels of conformance are used in WCAG:

- A – ensures users can access web content
- AA – ensures users can easily access web content
- AAA – ensures easy access to web content for specific users (not applicable to all content)

WCAG is based on four principles of web accessibility: accessible content must be perceivable, operable, understandable, and robust.

Americans with Disabilities Act (ADA) Compliance

Tables – [Rows & Column Headers](#)

- Row and column headers shall be identified for data tables.
 - [CivicPlus Recommendation](#): All columns must have intuitively named headings.
 - Note: Also a [WCAG 1.3.1](#) compliance issue

Web Content Accessibility Guidelines (WCAG)

[Guideline 1.1](#) – Text Alternatives

- Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language.
 - [CivicPlus Recommendation](#): Provide alternative text for all images.
 - Note: Also an ADA compliance issue

[Guideline 1.4.1](#) – Use of Color

- Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. (Level A).
 - CivicPlus Recommendation: Don't use color in tables.
 - Note: Also an ADA compliance issue

[Guideline 1.4.9](#) – Images of Text (No Exception)

- Images of text are only used for pure decoration or where a particular presentation of text is essential to the information being conveyed. (Level AAA)
 - CivicPlus Recommendation: Place content on the page instead of in images.

[Guideline 2.2.2](#) – Pause, Stop, Hide

- For moving, blinking, scrolling, or auto-updating information, all of the following are true (Level A):
 - Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and
 - Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.
 - CivicPlus Recommendation: Use pagination on slideshows.

[Guideline 2.4.2](#) – Page Titles

- Web pages have titles that describe topic or purpose. (Level A)
 - CivicPlus Recommendation: Use intuitively named page titles.

[Guideline 2.4.4](#) – Link Purpose (In Context)

- The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general. (Level A)
 - CivicPlus Recommendation: Use intuitively named links, including the file extension.
 - Good Example: “For information on water bills, visit the [Water Department](#).”
 - Bad Example: “For information on water bills, visit [this page](#).”
 - Good Example: “To obtain more information [email John Doe](#).”
 - Bad Example: “To obtain more information [email jdoe@civicplus.com](#).”

[Guideline 2.4.6](#) – Headings & Labels

- Headings and labels describe topic or purpose. (Level AA)
 - CivicPlus Recommendation: Use intuitively named subheads.

[Guideline 2.4.9](#) – Link Purpose (Link Only)

- A mechanism is available to allow the purpose of each link to be identified from link text alone, except where the purpose of the link would be ambiguous to users in general. (Level AAA)
 - CivicPlus Recommendation: Links that are not in sentences should also be named intuitively.

[Guideline 2.4.10](#) – Section Headings

- Section headings are used to organize the content. (Level AAA)
 - CivicPlus Recommendation: Use subhead1, subhead2, and bolding in a hierarchical manner.

[Guideline 3.1.4](#) – Abbreviations

- A mechanism for identifying the expanded form or meaning of abbreviations is available. (Level AAA)
 - CivicPlus Recommendation: Write out acronyms on their first instance. Also, do not use symbols and abbreviations (including symbols like ‘ for “foot” or x for “by” or a dash for “through”) that will not translate. Exceptions:
 - Staff Directory module and widget formats for times and days may use the dash.
 - The percent symbol should be used instead of writing out “percent” within content.
 - Fractions may use the slash symbol: 1/3

[Guideline 3.2.3](#) – Consistent Navigation

- Navigational mechanisms that are repeated on multiple web pages within a set of web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user. (Level AA)
 - CivicPlus Recommendation: Always place the Staff Directory widget on the right side at the top of the Feature Column. This is navigational in nature as we generally place mapping and directory links in this location.

Exhibit C: Certificates

Please print and maintain a copy of this certificate of completion for your records.



Certificate of Completion

This certifies that

roman poudyal

has successfully completed

ADA Subrecipient Compliance Assessment Tool (SCAT) Technical Assistance Workshop

Completion Date: 2023-07-12

Class Duration: 1 hr 00 mins

Provided By:

Texas Department of Transportation
6230 E Stassney Ln
Austin, TX 78744

Please print and maintain a copy of this certificate of completion for your records.



Certificate of Completion

This certifies that

Sarvesh Dhakal

has successfully completed

ADA Subrecipient Compliance Assessment Tool (SCAT) Technical Assistance Workshop

Completion Date: 2024-09-17

Class Duration: 1 hr 00 mins

Provided By:

Texas Department of Transportation
6230 E Stassney Ln
Austin, TX 78744

Please print and maintain a copy of this certificate of completion for your records.



Certificate of Completion

This certifies that

Tessa Heines

has successfully completed

ADA Subrecipient Compliance Assessment Tool (SCAT) Technical Assistance Workshop

Completion Date: 2024-09-25

Class Duration: 1 hr 00 mins

Provided By:
Texas Department of Transportation
6230 E Stassney Ln
Austin, TX 78744

Please print and maintain a copy of this certificate of completion for your records.



Certificate of Completion

This certifies that

Ann Weis

has successfully completed

ADA Subrecipient Compliance Assessment Tool (SCAT) Technical Assistance Workshop

Completion Date: 2024-09-27

Class Duration: 1 hr 00 mins

Provided By:

Texas Department of Transportation
6230 E Stassney Ln
Austin, TX 78744

Exhibit D: Accessible Meeting Locations (Pictures)







Exhibit E: City of Leander Progress Tracking Sheet

(City of Leander) ADA Survey II - Progress Tracking

Question	Links/Documents/Notes Provided by Subrecipient
6. Nondiscrimination Policy includes Coordinator contact info	Policy Document Posted in Website: https://www.leandertx.gov/847/Title-VI-Compliance-Documentation
7. Grievance Procedure	Policy Document Posted in Website: https://www.leandertx.gov/847/Title-VI-Compliance-Documentation
8. Public Dissemination of Nondiscrimination Statement	HR Hopepage: https://www.leandertx.gov/247/Human-Resources Job Posting Page: https://www.governmentjobs.com/careers/leandertx
9. Web and Telephone Access	No Accessibility Issue. CIVICPLUS accessibility check report available. Accessibility information posted on website: https://www.leandertx.gov/accessibility
10. Self Evaluation	Currently working on securing funds for a Self-Evaluation and Transition Plan.
11. Self-Evaluation completion/update dates	Currently working on securing funds for a Self-Evaluation and Transition Plan.
12. Transition Plan (TP)	Currently working on securing funds for a Self-Evaluation and Transition Plan.
13. TP update frequency/estimate completed TP date	Currently working on securing funds for a Self-Evaluation and Transition Plan.
14. Date of last update to TP	Currently working on securing funds for a Self-Evaluation and Transition Plan.
15. Description of methodology for Self-evaluation/TP public comment	Currently working on securing funds for a Self-Evaluation and Transition Plan.
16. Description for Monitoring compliance	Currently working on securing funds for a Self-Evaluation and Transition Plan.
17. Signed inventory	Currently working on securing funds for a Self-Evaluation and Transition Plan.
18. Management plan to replace signage (MUTCD)	Currently working on securing funds for a Self-Evaluation and Transition Plan.
19. ADA policy – available for contractors, etc.	Non Discrimination Policy Statement job Site.docx
20. Proof of Dissemination to contractors, etc.	
21. Complaint Log	
22. ADA Training	City Team participated all Webinar, ADA workshop, milestone meetings.
23. Participation from Disability community	
24. Accessible meeting locations	All City meeting location are accessible with ramps and ample parking location. Photos of location attached.
25. Public meetings notice & auxiliary aids	All public City Council meeting agenda includes Accesibility statement. Sample Agenda can be found here: https://www.leandertx.gov/129/Agendas-Minutes
26. Auxiliary aids – accommodation statement	See No.25 response.
27. Record of Accommodations made	No known record of accomodation made or, request of accomodation documentation found.
28. Region	
NOTES/COMMENTS:	



2025 Transportation Alternatives (TA) Call for Projects

Preliminary Application (PA)

Deadline to Submit PA: February 21, 2025

Project Sponsor

[Link to PA Instructions](#)

1. Contact information

Local Government/Project Sponsor Name: City of Leander

Contact Person: Gina Ellison

Title: Executive Director of Public Works

Street Address: 105 N Brushy St

City: Leander

Zip Code: 78641 Office Phone Number: 512.259.2640

Email: gellison@leandertx.gov

Other partnering entities: _____

2. Identify population area (based on project location)

An eligible project sponsor may represent a sub-area within its jurisdictional boundaries. Example: a County sponsors a project located within the boundaries of a City, Census Designated Place, Village, or Unincorporated Area – use the smaller population area where the project is located. For population numbers, use [Census data](#) from the 2020 Decennial Census.

Location Name: City of Leander

Population size: 59,202

3. Is the project within the boundaries of a [Metropolitan Planning Organization \(MPO\)](#)?

☒ Yes ☐ No

If the project is within a MPO boundary, is the project within a Census Urbanized Area greater than 200,000, designated as a [Transportation Management Area](#)?

☒ Yes ☐ No

Project Information

4. Project name: Safe Routes to School Program

Be concise and logical.

5. Eligible project type

Projects may include multiple project types; select all types that apply. (See instructions for details.)

☐ Bikeway improvements

☐ Other bicycle, pedestrian, or micromobility infrastructure installations

☒ Shared use path improvements

☐ Boulevard improvements to enhance pedestrian, bicyclist and transit access

☒ Pedestrian improvements

☐ Improvements for non-motorized transportation safety

☐ Other _____

☒ Planning document

6. Project location

Projects may include multiple project locations; select all types that apply.

☐ On/along a TxDOT maintained roadway

☐ On/along a non-TxDOT roadway

☒ Not within the right-of-way of any roadway

7. Provide a Google map link: _____

See PA instructions for recommended tutorial links and minimum requirements.

8. Preliminary Scope of Work

Briefly describe the project, including project location, limits, facility type, and width. Descriptions that exceed the space provided below are not acceptable. (See instructions for details.)

Establish a Safe Routes to School Program, which should include strategic placement of crossing guards and crosswalks, community education and outreach, and infrastructure projects. Address critical gaps in sidewalks and shared-use paths on both sides of every roadway within a half-mile of a school (6' minimum for local roads and 10' minimum for arterial roads). A Safe Routes to School program is a community-based strategy aimed at making it safer and more appealing for students to walk or bike to school by implementing infrastructure improvements, education programs, and enforcement initiatives, ultimately encouraging more active transportation among children and improving their safety while traveling to and from school.

9. Project Category

Select the project category the Project Sponsor is interested in pursuing for this application. Please refer to the [Project Category Decision Tree](#) for additional assistance.

COMMUNITY BASED – preliminary engineering and construction activities.	☐
LARGE SCALE – preliminary engineering and construction activities for large projects of more than \$5 million in estimated costs.	☐
NETWORK ENHANCEMENTS – light construction/ installation for quick turnaround projects with limited or no design and no right of way acquisition.	☐
NON-INFRASTRUCTURE – planning documents to assist communities of any size develop non-motorized transportation networks	☒
<i>NOTE: For all projects a minimum 20% local match is required; however, project sponsors may be eligible for a reduction in the local match. See Program Guide for additional information.</i>	

10. Project costs

Provide a planning cost estimate for the total estimated cost for the following project activities:

Estimated cost to prepare planning document/conceptual design: (Non-infrastructure projects only)	\$ 500,000
Estimated cost to prepare construction plans, specifications, and estimates:	\$ 0
Estimated cost to prepare environmental documentation:	\$ 0
Estimated cost to acquire right-of-way:	\$ 0
Estimated construction cost:	\$ 0
Total project cost estimate:	\$ 500,000
Estimated Local Match (20% of above costs):	\$ 100,000

Estimated Local match is calculated after #11 completed. Attach a copy of the cost estimate. The breakdown of federal, state, and local percentages will be determined in Step 2 of the application process, if authorized to proceed.

11. Transportation Development Credits

If a project sponsor is in an economically disadvantaged county or its population is less than 200,000 and meets certain economic criteria, they are eligible for Transportation Development Credits that allow for 100% federal TA funds to be applied to the project in lieu of a local match. Refer to the map ([link](#)). Is the project sponsor eligible for Transportation Development Credits (TDCs) for this project?

☐ Yes ☒ No

12. Preferred TxDOT Involvement in Implementation Phase

If this project were awarded funding, in addition to TxDOT's oversight role, would the project sponsor prefer the TxDOT District manage any phases of the project?

☒ None ☐ Unsure ☐ Non-Infrastructure ☐ Construction ☐ Design and Construction

13. Local match

Identify source(s) of local matching funds: Municipal Budget

Examples include municipal budget, Transportation Development Credits, or donated funds from a third-party.

14. Project complexity

Is this project in a locally or regionally approved planning document?

(May include City/County/MPO, master/comprehensive, bicycle/pedestrian, capital improvement, or other transportation plans.)

☒ Yes ☐ No ☐ Unk

Will the project reduce automobile traffic capacity or require a limitation to property access?

☐ Yes ☒ No ☐ Unk

Will the project cross a railroad (RR) or is the project within 100-feet of RR right-of-way?

☐ Yes ☒ No ☐ Unk

Will the project require utility relocations?

☐ Yes ☒ No ☐ Unk

Will this project require acquisition of right-of-way or an easement (e.g. utility or railroad), or relocation?

☐ Yes ☒ No ☐ Unk

Will the project require land purchased or improved with Land and Water Conservation Funds?

☐ Yes ☒ No ☐ Unk

Will the project require land in: (Check all appropriate boxes)

Publicly owned: ☐ Park(s), ☐ Recreation area(s), ☐ Wildlife/waterfowl refuge(s),
OR ☐ Publicly/private owned historical or archeological sites?

☐ Yes ☒ No ☐ Unk

Will the project be located within or around properties listed on the National Register of Historic Places?

☐ Yes ☒ No ☐ Unk

Will the project be located within range and/or potential habitat of state or federally protected species?

☐ Yes ☒ No ☐ Unk

Is there a likely possibility of encountering hazardous materials?

☐ Yes ☒ No ☐ Unk

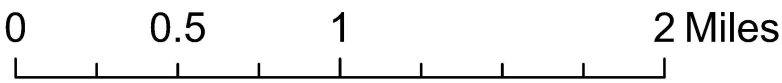
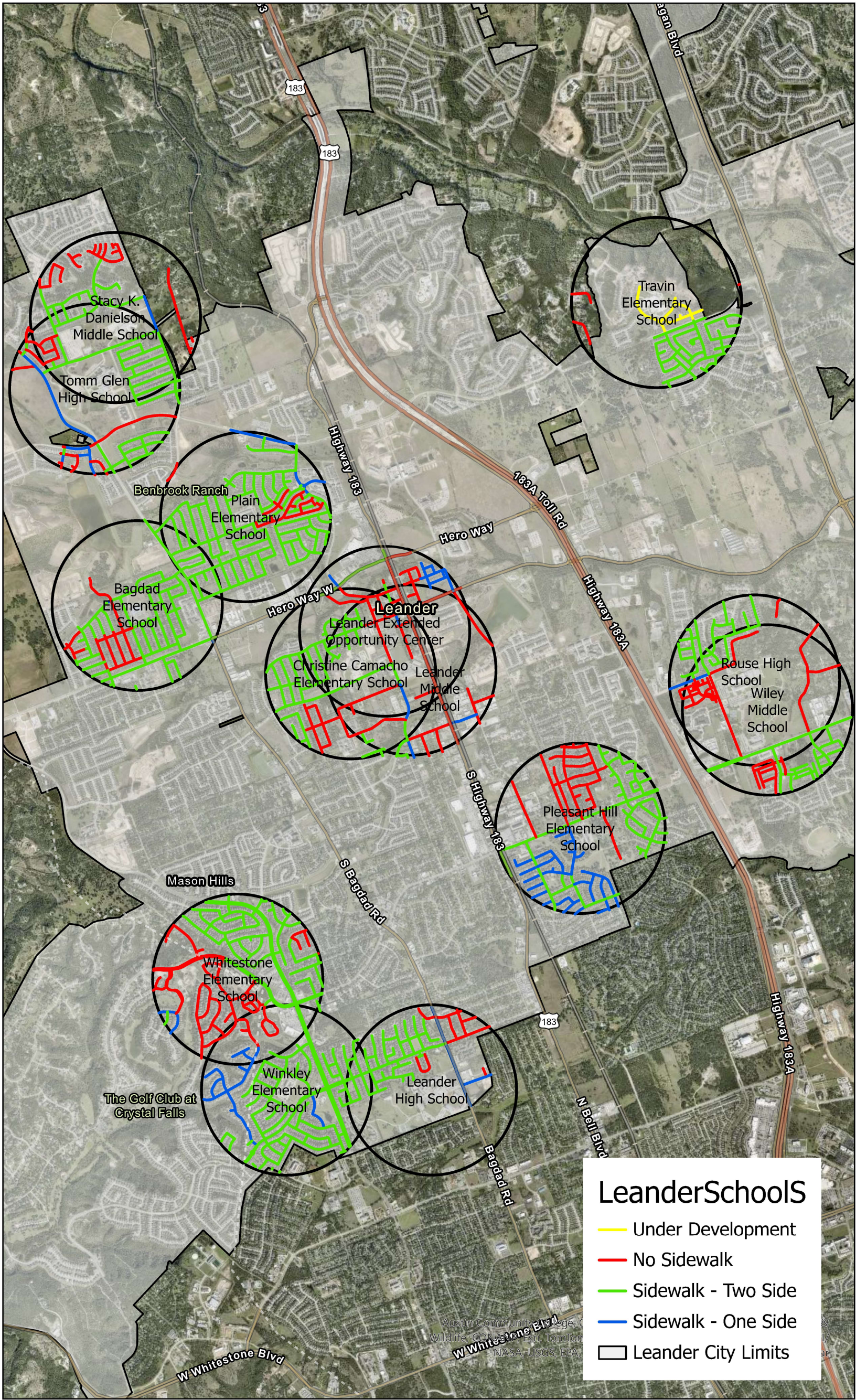
Will the project require placement of fill in wetlands or waters of the U.S.?

☐ Yes ☒ No ☐ Unk

Will the project be located in the Edwards Aquifer Recharge/Contributing Zone or Coastal Management Zone?

☐ Yes ☒ No ☐ Unk

Safe Routes to School



Buffer radius - 0.5 mile