



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, March 20, 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 Cause No. 20-0217-C425 Daniel Brown, Maria Brown, and ZG Properties, LLC v. City of Leander; and
 2. Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of property for public purpose.

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

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

1. Cause No. 20-0217-C425 Daniel Brown, Maria Brown, and ZG Properties, LLC v. City of Leander; and
2. Acquisition of property for public purpose.

REGULAR MEETING – CONVENE AT 7:00 PM

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

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

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

7. Staff Recognitions

- City Secretary's Office
- Municipal Court
- Parks and Recreation Department

8. Staff Reports

- Crystal Falls Golf Course Restaurant Cork & Barrell
- Capital Improvement Program Update: Raider Way and East Woodview Drive Roadway (CIP T.12), Bagdad Road and Collaborative Way (CIP T.71) and Senior Center (CIP P.6) Projects.
- Library Late Fees

9. Leander History

CONSENT AGENDA: ACTION

10. Approval of the minutes for meeting held on March 6, 2025.
11. Approval of the purchase of one (1) 2024 Chevrolet Silverado 1500, to replace a vehicle in the Police Department, from Sewell Chevrolet of Andrews pursuant to City of Leander Contract L00321 in the amount of \$55,645.00; providing for uplifting and delivery charges in the amount of \$33,407.00 for a total cost of \$89,052.00; and authorize the City Manager to execute any and all necessary documents.
12. Approval of Amendment 1 for the mowing of street rights-of-way, detention and water quality ponds, open channel and other drainage areas, and water and wastewater facilities with Unity Contractor Services, Inc. relating to the Right-of-Way Mowing Services Contract #L00323 ; providing for an increase to the yearly contract in the amount of \$19,000.00 due to current labor and material cost for a new annual contract total of \$399,000.00; and authorize the City Manager to execute any and all necessary documents.
13. Award of Solicitation CIPS25-003 to DigDug Construction, LLC for the City of Leander Pond Maintenance 2025 including the removal of all sediment, debris, and unwanted vegetation within the splitter box, sedimentation ponds, and storm outfalls, restoration of the top six (6) inches of sand filter media, and other maintenance work in the amount of \$146,985.00; and authorize the City Manager to execute any and all necessary documents.
14. Acceptance of an update regarding the Comprehensive Plan Implementation Schedule, Leander, Williamson and Travis Counties, Texas.
15. Acceptance of infrastructure improvements associated with Subdivision Case PICP-21-0040 Palmera Ridge Section 12 for public streets, water and landscape improvements.
16. Acceptance of Infrastructure Improvements associated with Subdivision Case PICP-24-0150 the Michelle Subdivision for public streets, concrete systems, drainage and storm, water, wastewater, streetlights, landscape, and pond improvements.
17. Approval of the Second Reading of an Ordinance regarding the Oak Grove Estates Annexation Case A-24-0016 and the adjacent ROW of CR 175 Annexation Case A-25-0020 regarding the voluntary annexation of 20.536 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R392186, and the portion of the abutting right-of-way known as CR 175; and generally

located east of CR 175, approximately 250 feet north of Carthage Street, Leander, Williamson County, Texas.

18. Approval of the Second Reading of an Ordinance 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 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.
19. Approval of the Second Reading of an Ordinance regarding the Bagdad Retail Center Annexation Case A-24-0014 and the adjacent ROW of Bagdad Road and CR 281 Annexation Case A-24-0018 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.

PUBLIC HEARING: ACTION

20. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0159 to amend the current zoning of SFR-1-B (Single-Family Rural) to adopt the VFW Post 1042 Minor Planned Unit Development with the base zoning district of LC-2-A (Local Commercial) on three (3) parcels of land approximately 22.409 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031314, R375914, and R433127; and more commonly known as 8760 RR 2243, Leander, Williamson County, Texas. *[Postponed to allow the applicant to complete the Neighborhood Outreach.]*
21. Conduct a Public Hearing regarding Zoning Case Z-24-0124 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to SFR-2-B (Single Family Rural) on seven (7) parcels of land approximately 337.292 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.
 - Discuss and consider action regarding Zoning Case Z-24-0124 as described above.

REGULAR AGENDA

22. Discuss and consider action on a Resolution in support of the proposed development and construction of additional phasing improvement projects for Ronald Reagan Boulevard.
23. Discuss and consider action on the approval of the Brushy Creek Fork Phasing Plan associated with Subdivision Case CP-24-0035 including a waiver request to the residential phasing plan requirements for the residential portion of the development on two (2) parcels of land 43.05 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031325 and R031601; and generally located 1,000 feet to the east of the intersection of Main Street and Hero Way on the south side of Hero Way, Leander, Williamson County, Texas.
24. Discuss and consider action on the First Reading of an Ordinance regarding the Oakwood Hills Annexation Case A-24-0015 and the adjacent 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 right-of-way known as Nameless Road and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.

25. Discuss and consider action on a Resolution to approve an Application Filing and Authorized Representative Resolution as required by the Texas Water Development Board for the City's proposed SWIFT Loan Application through the Brushy Creek Regional Utility Authority (BCRUA).
26. Discuss and consider action on appointing two (2) Councilmembers to a City Council Service Enhancement Committee.
27. 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.]*
28. Council Member Closing Statements.
29. 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 14 day of March 2025 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC

**March 29th
2025**



Branding



Petting Zoo



Planting & Cowboys



The Homestead





EXECUTIVE SUMMARY
3/20/2025

AGENDA SUBJECT:

Approval of the minutes for meeting held on March 6, 2025.

BACKGROUND:

Attached are the minutes for the meeting held on March 6, 2025.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 03.06.2025



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, March 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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:03 p.m.

2. Roll Call.

Roll call reflected all present.

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 Cause No. 20-0217-C425 Daniel Brown, Maria Brown, and ZG Properties, LLC v. City of Leander; and
2. 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 final order issued in the Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
3. Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of property for public purpose.

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

1. Cause No. 20-0217-C425 Daniel Brown, Maria Brown, and ZG Properties, LLC v. City of Leander; and
2. Final order issued in the Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
3. Acquisition of property for public purpose.

Recessed into Executive Session at 6:09 p.m.; reconvened into open session at 6:27 p.m.

1. No action.
2. No action.
3. No action.

Briefing workshop adjourned at 6:28 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:00 p.m.; a moment of silence honoring Jason Anderson was held prior to the invocation provided by Carol Robertson with Baha'i Community of Leander; and Mayor Christine DeLisle led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present.

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.]

Kathy Bonardi, 1412 Volente - commented on speeding on Lakeline Boulevard; need for lightt Plano Road and Lakeline Boulevard versus beacon and reduced speed limit; senior center update; and Meals on Wheels.

7. Recognitions/Proclamations/Visitors.

- Theatre in Schools Month Proclamation (March)

8. Staff Reports

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

Update on Raider Way and East Woodview Drive Roadway included construction progress and incidents.

Update on Bagdad Road and Collaborative Way included construction timeline and incidents.

CONSENT AGENDA: ACTION

Mayor Christine DeLisle stated Item 10 was pulled from the consent agenda and would be considered separately.

Motion: Approve consent agenda items 9, 11 through 22.

By: Mayor Pro Tem Thompson

Seconded: Councilmember McDonald

Vote: 7 - 0

9. Approval of the minutes for meeting held on February 20, 2025.
10. Approval of an Ordinance establishing Generative Artificial Intelligence and Acceptable Use Policy for the City of Leander; providing for effective date, severability, and open meetings; and providing for all related matters.

Following a discussion, no action was taken.
11. Approval of a Resolution amending the City of Leander, Texas organizational chart; providing an effective date; and providing for all related matters.
12. Approval of an Ordinance amending Ordinance No. 24-075-00 adopting the annual budget of the City of Leander, Texas for Fiscal Year 2025 to appropriate \$5,500,000.00 from water impact fee reserves to designate for the Bagdad Terminus Pump Station Improvements Project (CIP W.74).
13. Acceptance of the Quarterly Investment Report for the period ending December 31, 2024.
14. Approval of an expenditure with Motorola Solutions, Inc. in the amount of \$49,481.80 for the purchase of five (5) handheld radios to be used by five (5) new officers of the Leander Police Department utilizing Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program contract RA05-21; and authorize the City Manager to execute any and all necessary documents.
15. Award of Solicitation CIPS24-013 to Dust & Dirt, LLC dba CivCon in the amount of \$736,270.50 for East Street Utilities (CIP WW.49) construction services for roadway asphalt paving, adding water and wastewater lines, and eliminating the City's first lift station, Lift Station #1, and replacing it with a gravity connection to the South Brushy Creek Interceptor; authorize the City Manager to execute any and all necessary documents; and authorize the City Manager to approve change orders up to \$50,000.00 with a total amount of change orders not to exceed 25% of original contract amount.
16. Approval of Amendment No. 6 to Contract WPM-1 with Walter P Moore, providing for the installation of a control valve at the existing CR 280 elevated storage tank and associated electrical equipment, associated with the Lakeline Boulevard 16-inch Water Line (CIP W.72), increasing the contract by an amount of \$16,000.00 for a new total contract amount of \$276,444.52; and authorize the City Manager to execute any and all necessary documents.
17. Approval of Change Order No.1 with C. C. Carlton Industries, LTD for the RM2243 Reclaimed Waterline Improvements project (CIP Project WW.46), providing for ground water pumping, deepened bore pit and receiver pit at Main Street and Hero Way due to existing utilities; increasing the current contract amount by \$298,994.15 for a new contract total of \$7,266,472.90; providing for an extension of term duration of 26 calendar days; and authorize the City Manager to execute any and all necessary documents.
18. Acceptance of the public infrastructure improvements associated with Subdivision Case PICP-22-0036 Texas Humane Heroes for public streets and water.
19. Acceptance of public infrastructure improvements associated with Subdivision Case PICP-22-0005 Travisso Phase 4 Sections 9 and 10 for public streets, drainage and erosion controls, and water and wastewater.

20. Acceptance of the public Infrastructure Improvements associated with Subdivision Case PICIP-23-0054 Woodland Estates Subdivision Phase 1 for streets, drainage, water, and landscape improvements.
21. Award of Solicitation CIPS25-001 to Joe Bland Construction for the construction services for Bagdad Terminus Pump Station (CIP W.74), in the amount of \$19,968,518.00; authorize the City Manager to execute any and all necessary documents; and authorize the City Manager to approve change orders up to \$50,000.00 with the total amount of change orders not to exceed 25% of original contract amount.
22. Approval of the Second Reading of an Ordinance 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 6.09 acres ± in size, more particularly described by Williamson County Central Appraisal District Parcels 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.

PUBLIC HEARING: ACTION

23. Conduct a Public Hearing regarding the Bagdad Retail Center Annexation Case A-24-0014 and the adjacent 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.

- Discuss and consider action regarding Annexation Case A-24-0014 as described above.
- Discuss and consider action regarding Annexation Case A-25-0018 as described above.

Opened Public Hearing at 7:41 p.m.; closed Public Hearing at 7:41 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Annexation Case A-24-0014.

By: Councilmember Czernek
Seconded: Councilmember Ross

Vote: 7 - 0

Motion: Approve Annexation Case A-25-0018.

By: Councilmember McDonald
Seconded: Councilmember Czernek

Vote: 7 - 0

24. Conduct a Public Hearing regarding the Oakwood Hills Annexation Case A-24-0015 and the adjacent 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 right-of-way known as Nameless Road and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.

- Discuss and consider action regarding Annexation Case A-24-0015 as described above

- Discuss and consider action regarding Annexation Case A-25-0019 as described above.

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

Councilmember Czernek made a motion to approve Annexation Case A-24-0015, seconded by Councilmember Pantalione Parker. Following a discussion, Councilmember Pantalione Parker withdrew her second, followed by Councilmember Czernek withdrawing his motion. Discussion continued.

Motion: Table Annexation Case A-24-0015 to March 20, 2025 regular meeting.

By: Mayor DeLisle

Seconded: Councilmember McDonald

Vote: 7 - 0 None

Motion: Table Annexation Case A-25-0019 to March 20, 2025 regular meeting.

By: Mayor DeLisle

Seconded: Councilmember McDonald

Vote: 7 - 0

25. Conduct a Public Hearing regarding the Oak Grove Estates Annexation Case A-24-0016 and the adjacent 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 right-of-way known as CR 175; and generally located east of CR 175, approximately 250 feet north of Carthage Street, Leander, Williamson County, Texas.

- Discuss and consider action regarding Annexation Case A-24-0016 as described above.
- Discuss and consider action regarding Annexation Case A-25-0020 as described above.

Opened Public Hearing at 7:54 p.m.; closed Public Hearing at 7:54 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Annexation Case A-24-0016.

By: Councilmember McDonald

Seconded: Mayor DeLisle

Vote: 7 - 0

Motion: Approve Annexation Case A-25-0020.

By: Mayor DeLisle

Seconded: Councilmember McDonald

Vote: 7 - 0

REGULAR AGENDA

26. Discuss and consider action on directing staff on the implementation a city-wide community survey for the City of Leander.

Following a discussion, no action was taken.

27. Discuss and consider action on moving the June 19, 2025 and July 3, 2025 regular meeting to different nights due to conflict with Juneteenth holiday and the City of Leander July 4 celebration.

Motion: Approve moving the June 19, 2025 meeting to June 17, 2025 and July 3, 2025 meeting to July 1, 2025.

By: Mayor DeLisle

Seconded: Mayor Pro Tem Thompson

Vote: 6 - 1 (Councilmember Pantalion-Parker)

28. 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.

29. Council Member Closing Statements.

Na'Cole Thompson - commented on Women of Wilco 2025 Recognition Luncheon; nominated as finalist; thanked fellow Councilmember and Staff who supported her and celebrate women at the luncheon.

Christine DeLisle - commented tonight's dinner was from Randall's; reminded everyone to shop locally; congratulated Mayor Pro Tem Thompson on being a finalist; ribbon lapel pins being worn in honor Jason Anderson for awareness of stomach cancer; everyone be healthy, if something wrong tell your doctor; and he will be missed.

30. Adjournment

Adjourned at 8:11 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
3/20/2025

AGENDA SUBJECT:

Approval of the purchase of one (1) 2024 Chevrolet Silverado 1500, to replace a vehicle in the Police Department, from Sewell Chevrolet of Andrews pursuant to City of Leander Contract L00321 in the amount of \$55,645.00; providing for uplifting and delivery charges in the amount of \$33,407.00 for a total cost of \$89,052.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

If approved, this purchase would replace a Police Department 2018 Chevy Tahoe that was involved in an accident on November 25, 2024. The City's liability insurance provider determined Unit 57 was a total loss on January 6, 2025, following a collision. Unit L57 was due to be replaced in FY2026. Funds are available in the Vehicle Replacement Fund.

The price per vehicle is \$89,052.00 and includes \$55,645.00 for the 2024 police package Chevy Silverado, plus \$33,407.00 for upfitting and delivery charges. Upfitting is the purchase and installation of necessary police equipment for the vehicle.

The Silverado 1500 will be assigned as a traffic unit vehicle with more equipment than standard patrol. More importantly, Sewell Chevrolet has the Silverado 1500s available today. The Tahoes have an unknown delivery availability.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Greg Minton, Chief of Police

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$89,052.00
<u>Approved in current budget (Yes / No):</u>	No
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	Vehicle Replacement Fund

Attachments:

1. Sewell BO



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

AUTOMOBILE SALES ORDER

Sold To City Of Leander Date 01/30/2025 Deal #
Residence 105 N Brushy Street Leander TX 78641 RES #
Mailing Address BUS # (512) 528-2773
Email bgirdler@leandertx.gov Salesman

New XX Car 2024 Chevrolet Silverado 1500 \$ 55420.00
Used
Rental Car No: VIN No.
Demo Accessories POLICE UPFIT \$ 32657.00
TRANSPORT 750.00

TOTAL ACCESSORIES 33407.00

Rebate(s) \$

Trade \$

TOTAL SELLING PRICE INCLUDING ACCESSORIES

\$ 88827.00

DEALER'S INVENTORY TAX

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

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

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COMBRARSE A LOS COMPRADORES PRO EL MANEJO DE LA DOCUMENTACION EN RELACION CON LA VENTA UN CARGO DOCUMENTAL, NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE. ACORDADA PRO LAS PARTES. ESTA NOTIFICACION SE EXIGE POR LEY.

Documentary Fee \$ 225.00

Tax, Title & License: \$ 0.00

Payoff \$

Auto Insurance \$

Credit Life & Accident \$

Other \$

Total \$ 89052.00

Trade in N/A Co. No.

Motor No. License No. \$

Cash N/A

Finance \$ 89052.00 Payments at 1 Beginning 01/30/2025

Customer Number Lien to:

Trade Difference

Total \$ 89052.00

Insurance

Title Approved

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

R_FTX_SO_SEWCHEV_PP1

Signature

Todd Parton, City Manager



EXECUTIVE SUMMARY
3/20/2025

AGENDA SUBJECT:

Approval of Amendment 1 for the mowing of street rights-of-way, detention and water quality ponds, open channel and other drainage areas, and water and wastewater facilities with Unity Contractor Services, Inc. relating to the Right-of-Way Mowing Services Contract #L00323 ; providing for an increase to the yearly contract in the amount of \$19,000.00 due to current labor and material cost for a new annual contract total of \$399,000.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Right-of-Way Mowing Services Contract #L00323 was awarded to Unity Contractor Services, Inc. on January 4, 2024, in the amount of \$1,900,000.00 (annual amount of \$380,000.00) for the five (5) year term contract expiring January 4, 2029. Mowing contract service area includes street rights-of-way, detention and water quality ponds, open channel and other drainage areas, and water/wastewater facilities.

Considering current labor and material cost and maintenance/repair costs, Unity Contractor Services, Inc. has requested a 5% increase, increasing the total annual contract amount to \$399,000.00 from \$380,000.00. The attached contractor request letter provides the details and supporting documents for the requested price increase. Staff believes that the requested change is reasonable considering the current market situation, and request approval of the contract rate change.

HISTORY/TIMELINE:

01/04/2024 - City Council awarded Right-of-Way Mowing Services to Unity Contractor Services, Inc.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

<u>Amount requested:</u>	Additional \$19,000.00 annually
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	Operating

Attachments:

1. Unity Price Increase Request Letter
2. Amendment 1- Cost Increase Mowing Contract
3. Original Mowing Contract



Unity Contractor Services, Inc.

January 17, 2025 REVISED

City of Leander
Mr. Mike Riley, Manager
105 N. Brushy Street
Leander, TX 78641

RE: INCREASE REQUEST for CONTRACT S24001L00323 ROW & Parks Mowing

Unity appreciates the opportunity to partner with you and provide Ground Maintenance services. As you already know Leander and surrounding areas are fast growing and with that growth costs are steadily increasing- particularly labor costs; maintenance and repair costs; insurance and the cost of living in general. Critical to the success of a landscaping company is its employees. They are the individuals on the sites day in and day out working to enhance and maintain your right of ways. Unity tries to ensure we have the best people working on your project and we hope you can see this commitment in the quality of work.

To do our part in addressing increased cost we have completed internal cost efficiency measures and process improvements to identify any cost savings possible but we are still needing help. We want the best people working on your project to keep the appearance of the City of Leander well maintained.

The changing economy has made it harder to find, afford and retain qualified labor and thusly gives us no choice but to seek a cost increase from our customers. One of the many driving factors that we are seeing is that as the construction industry continues to thrive at a greater rate than ever anticipated, especially with growth in the surrounding areas, construction companies have started hiring workers with no experience at over 30 percent more per hour than the landscape industry which in turn is causing landscape companies to lose workers to concrete and framing contractors. This issue has had a huge impact on landscaping labor costs. When trying to keep our experienced workers in landscape we must match or beat other pay rates such as construction.

The high demand for experienced laborers has also created a shortage of people looking for work. Experienced, qualified workers enable us to provide high quality services to you. The need increases for experienced workers that know how to operate equipment and that know how to work safely. In addition insurance rates and training costs have risen for positions that require additional safety measures like working in right of ways.

As you will see in ATTACHMENT A using the key statistical formula & key months defined by the Bureau of Labor Statistics (BLS) as February & September the **labor cost** has increased by 37.9% from 2022 to 2024 and just for 2024 the increase is already 31%.

Safety and Quality First

6448 Hwy 290 East Suite F-113 Austin, Texas 78723 512-926-8065 office 512-926-1292 facsimile



Unity Contractor Services, Inc.

In this area one glaring example we all experience is we have the 6th most expensive grocery bills in the entire United States. In just the last 3 years there has been more than a 37% cumulative increase in the cost of groceries.

ATTACHMENT B shows how the Consumer Price Index in the last few years has substantially increased from 271 in year 2021 to 314.4 for year 2024. With this steady and **continual** rise in prices we are seeking your assistance for a 5% increase in the contract price beginning January 2025.

	Current to Requested
SCHEDULE A	\$54 to \$56.70
SCHEDULE B	\$53 to \$55.65
SCHEDULE C	\$60 to \$63
SCHEDULE D	\$503 to \$528.15

Should you have additional questions please do not hesitate to contact Andy Lenzy, Operations Manager at 512-926-8065. Again thank you for the opportunity to be of service and for your consideration and support of this request.

Sincerely,

Patrick Carter
President

Attachments (2)

Safety and Quality First

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Amendment No. 1
to
Contract No. L00323
for
Right of Way Mowing Services
between
Unity Contractor Services, Inc.
and the
City of Leander, Texas

- 1.0 The City hereby amends the above-referenced contract to adjust the pricing from an annual amount of \$380,000.00 to \$399,000.00 (5 % increase).

Reminder: Per State law, contract increases may not exceed 25% (\$475,000.00) of the total contract value for the life of the contract.

- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 01/04/2024 – 01/04/2029	\$1,900,000.00	\$1,900,000.00
Amendment No. 1: ≈ 5%- increase beginning January 2025	\$76,000.00	\$1,976,000.00

- 3.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Leander.

- 4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

UNITY CONTRACTOR SERVICES, INC

Patrick Carter
Printed Name of Authorized Person


Signature

Title: CEO

Date: 30 JAN 2025

CITY OF LEANDER, TEXAS

Todd Parton
Printed Name of Authorized Person

Signature

Title: City Manager

Date:

Exhibit A
Pricing Changes

Item Description	Unit of Measure	Cost Per Unit		% Chg.
		Original Contract	Beginning January 2025	
RIGHT-OF-WAY MOWING SCHEDULE A	Per ACRE	\$ 54.00	\$ 56.70	5%
RIGHT-OF-WAY MOWING SCHEDULE B	Per ACRE	\$ 53.00	\$ 55.65	5%
RIGHT-OF-WAY MOWING SCHEDULE C	Per ACRE	\$ 60.00	\$ 63.00	5%
RIGHT-OF-WAY MOWING SCHEDULE D	Per ACRE	\$ 503.00	\$ 528.15	5%

**CONTRACT BETWEEN THE CITY OF LEANDER ("City")
AND
UNITY CONTRACTOR SERVICES, INC. ("Contractor")
FOR
RIGHT OF WAY MOWING SERVICES
S24-001 / L00323**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Unity Contractor Services, Inc. having offices at 6448 East Hwy 290, Suite F113, Austin, TX 78723 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract Cover Sheet
- 1.1.2 The City's Solicitation, RFP S24-001, including all documents incorporated by reference herein as Exhibit A.
- 1.1.3 Unity Contractor Services, Inc. Offer, dated November 29, 2023, including subsequent clarifications and revised quotation dated December 20, 2023, as incorporated herein as Exhibit B.

1.2 Order of Precedence: Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract Cover Sheet
- 1.2.2 The City's Solicitation as referenced in Section 1.1.3, including all documents incorporated by reference.
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.4, including subsequent clarifications.

1.3 Term of Contract: The Contract will be in effect for a term of five years. See the Term of Contract provision in Supplemental Terms and Conditions for additional Contract requirements.

1.4 Compensation: This Contract is for an estimated amount of \$1,900,000.00.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

UNITY CONTRACTOR SERVICES, INC.

PATRICK CARTER

Printed Name of Authorized Person

Patrick Carter

Signature

CEO

Title:

20 DEC 2023

Date:

EXHIBIT A – City's Solicitation
EXHIBIT B – Contractor's Offer

Contract L00323

CITY OF LEANDER

Isaac D. Turner

Printed Name of Authorized Person

Isaac D. Turner

Signature

Interim City Manager

Title:

January 4, 2024

Date:



EXECUTIVE SUMMARY
3/20/2025

AGENDA SUBJECT:

Award of Solicitation CIPS25-003 to DigDug Construction, LLC for the City of Leander Pond Maintenance 2025 including the removal of all sediment, debris, and unwanted vegetation within the splitter box, sedimentation ponds, and storm outfalls, restoration of the top six (6) inches of sand filter media, and other maintenance work in the amount of \$146,985.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

To meet Texas Commission on Environmental Quality post-construction runoff management requirements, each year City staff determines, based on pond condition inspection reports, the pond rehabilitation work needed to bring subject ponds to as-built conditions by removing sediments, repairing, replacing or reconstructing various pond-related items within a budget of approximately \$150,000.00.

The City of Leander Pond Maintenance Project for 2025 includes rehabilitation of seven (7) sand filter ponds in the Ridgewood South Subdivision. Overall Locations map is attached for more details. The maintenance work includes removal of all sediment, debris, and unwanted vegetation within the splitter box, sedimentation ponds, and storm outfalls, restoration of the top six (6) inches of sand filter media, and other maintenance work.

Solicitation CIPS25-003 was issued in December 2024 for the procurement of this project.

The solicitation was announced through:

- The Hill Country News
- City of Leander Bonfire website
- Civcast
- Bidnet
- State of Texas ESD website (statewide notice)
- Williamson County CMBL and HUB vendor notification

795 vendors were notified directly of the solicitation. Five (5) responses were received and evaluated and are noted in the Bid Table attachment. DigDug Construction LLC was selected as the qualified low bid.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

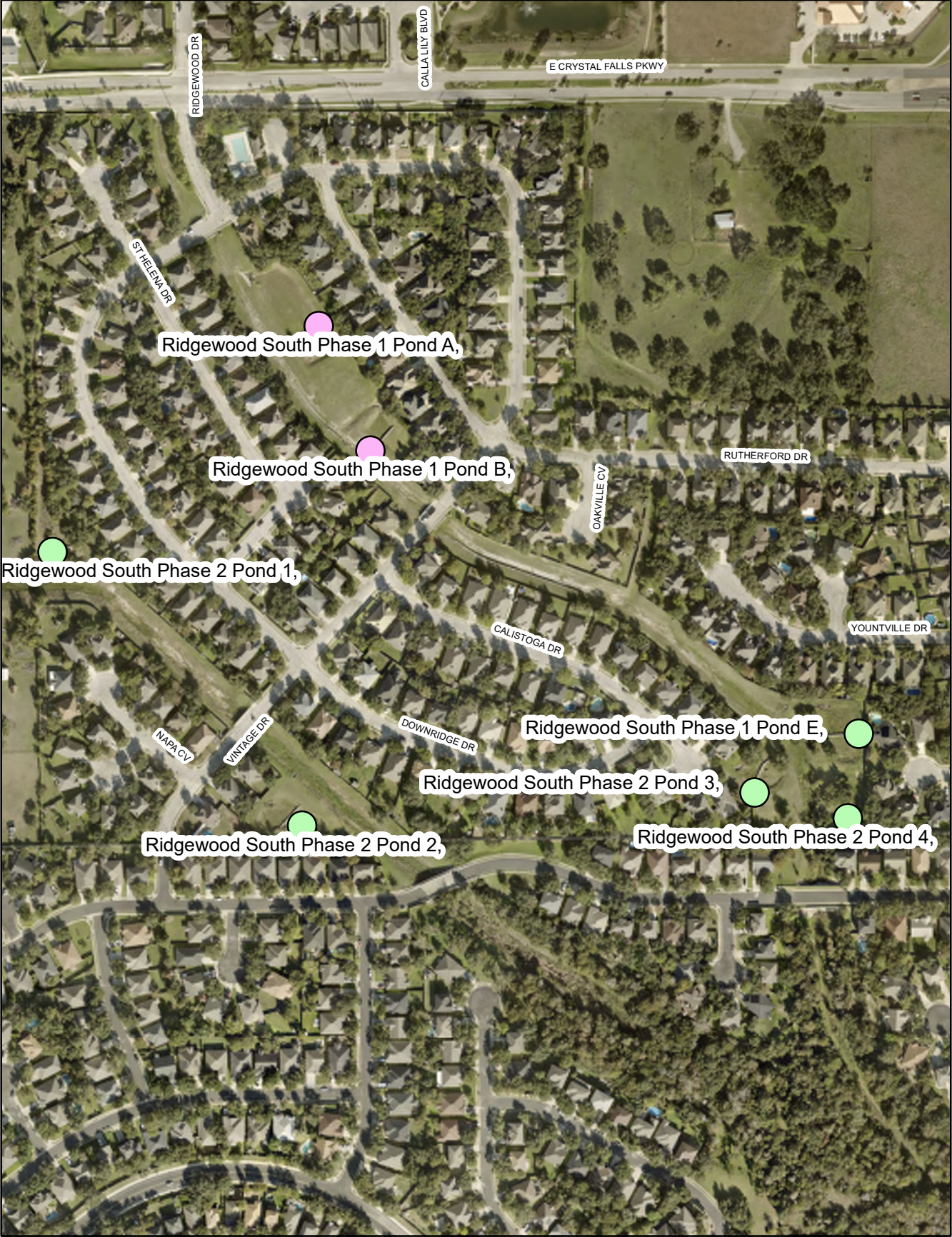
Gina Ellison, P.E., Executive Director of Public Works

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$146,985.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Operating

Attachments:

1. Overall Locations Map
2. Contract Agreement #PFY25-DDC-CIPS25-003
3. CIPS25-003 Bid Table

City of Leander Pond Maintenance 2025



AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **CITY OF LEANDER, a Texas Municipal Corporation** (“Owner”) and **DigDug Construction LLC** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Improvements including, but not limited to, the removal of all sediment, debris, and unwanted vegetation within the splitter box, sedimentation ponds, and storm outfalls and other maintenance work. Additionally, top six inches of sand filter media is to be removed and restored to the originally designed condition, and underdrain pipes and cleanouts are to be flushed/jetted and cleaned within water quality ponds, and other appurtenant work.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **City of Leander Pond Maintenance 2025**

ARTICLE 3—ENGINEER

- 3.01 The Owner assumes all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work shall be completed before August 31st, 2025.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner five hundred dollars **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner five hundred dollars **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones*: Contractor shall pay Owner five hundred dollars **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Ridgewood South Ph. 1 Pond A					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
#1-1	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan - Splitter Box, Sediment Pond & Outfall Structures	LS	1	\$ 5,950.00	\$ 5,950.00
#1-2	Remove/Replace Top 6" of Sand Filter	CY	90	\$ 200.00	\$ 18,000.00
#1-3	Clean/clear underdrain pipes, & cleanouts	LS	1	\$ 1,500.00	\$ 1,500.00
#1-4	Reconstruct the gabion baskets per plan	LS	1	\$ 13,850.00	\$ 13,850.00
#1-5	Clear all unwanted Vegetation & Trim Grass to <18"	LS	1	\$ 350.00	\$ 350.00
#1-6	Revegetate and reestablish (Sediment Pond and other disturbed areas)	LS	1	\$ 1,250.00	\$ 1,250.00
#1-7	Mobilization/Demobilization/Construction Signage	LS	1	\$ 2,500.00	\$ 2,500.00
Ridgewood South Ph. 1 Pond B					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
#2-1	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan - Splitter Box, Sediment Pond & Outfall Structures	LS	1	\$ 2,665.00	\$ 2,665.00
#2-2	Remove/Replace Top 6" of Sand Filter	CY	22	\$ 290.00	\$ 6,380.00
#2-3	Clean/clear underdrain pipes, & cleanouts	LS	1	\$ 1,500.00	\$ 1,500.00
#2-4	Clean/clear gabion baskets	LS	1	\$ 500.00	\$ 500.00
#2-5	Clear all unwanted Vegetation & Trim Grass to <18"	LS	1	\$ 350.00	\$ 350.00
#2-6	Revegetate and reestablish (Sediment Pond and other disturbed areas)	LS	1	\$ 1,200.00	\$ 1,200.00
#2-7	Mobilization/Demobilization/Construction Signage	LS	1	\$ 2,500.00	\$ 2,500.00
Ridgewood South Ph. 1 Pond E					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
#3-1	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan - Splitter Box, Sediment Pond & Outfall Structures	LS	1	\$ 2,250.00	\$ 2,250.00
#3-2	Remove/Replace Top 6" of Sand Filter	CY	41	\$ 200.00	\$ 8,200.00
#3-3	Clean/clear underdrain pipes, & cleanouts	LS	1	\$ 1,500.00	\$ 1,500.00
#3-4	Clean/clear gabion baskets	LS	1	\$ 350.00	\$ 350.00
#3-5	Remove and Reinstall New Standard Gate Valve and Box	LS	1	\$ 9,800.00	\$ 9,800.00
#3-6	Clear all unwanted Vegetation & Trim Grass to <18"	LS	1	\$ 350.00	\$ 350.00
#3-7	Revegetate and reestablish (Sediment Pond and other disturbed areas)	LS	1	\$ 1,250.00	\$ 1,250.00
#3-8	Mobilization/Demobilization/Construction Signage	LS	1	\$ 2,500.00	\$ 2,500.00
Ridgewood South Ph. 2 Pond 3					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
#4-1	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan - Splitter Box, Sediment Pond & Outfall Structures	LS	1	\$ 2,650.00	\$ 2,650.00
#4-2	Remove/Replace Top 6" of Sand Filter	CY	43	\$ 210.00	\$ 9,030.00
#4-3	Clean/clear underdrain pipes, & cleanouts	LS	1	\$ 1,500.00	\$ 1,500.00
#4-4	Clean/clear gabion baskets	LS	1	\$ 500.00	\$ 500.00
#4-5	Repair and Reinstall two (2) Cleanout pipes	EA	2	\$ 600.00	\$ 1,200.00
#4-6	Install Rock Riprap around Splitter Box per plan (Depth: 12")	CY	3	\$ 350.00	\$ 1,050.00
#4-7	Clear all unwanted Vegetation & Trim Grass to <18"	LS	1	\$ 350.00	\$ 350.00

#4-8	Revegetate and reestablish (Sediment Pond and other disturbed areas)	LS	1	\$ 1,250.00	\$ 1,250.00
#4-9	Mobilization/Demobilization/Construction Signage	LS	1	\$ 2,500.00	\$ 2,500.00
Ridgewood South Ph. 2 Pond 4					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
#5-1	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan - Splitter Box, Sediment Pond & Outfall Structures	LS	1	\$ 2,650.00	\$ 2,650.00
#5-2	Remove/Replace Top 6" of Sand Filter	CY	20	\$ 200.00	\$ 4,000.00
#5-3	Clean/clear underdrain pipes, & cleanouts	LS	1	\$ 1,500.00	\$ 1,500.00
#5-4	Clean/clear gabion baskets	LS	1	\$ 500.00	\$ 500.00
#5-5	Install Rock Riprap around Splitter Box per plan (Depth: 12")	CY	5	\$ 350.00	\$ 1,750.00
#5-6	Clear all unwanted Vegetation & Trim Grass to <18"	LS	1	\$ 350.00	\$ 350.00
#5-7	Revegetate and reestablish (Sediment Pond and other disturbed areas)	LS	1	\$ 1,250.00	\$ 1,250.00
#5-8	Mobilization/Demobilization/Construction Signage	LS	1	\$ 2,500.00	\$ 2,500.00
Alt 1. Ridgewood South Ph. 2 Pond 1					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
#6-1	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan - Splitter Box, Sediment Pond & Outfall Structures	LS	1	\$ 800.00	\$ 800.00
#6-2	Remove/Replace Top 6" of Sand Filter	CY	25	\$ 200.00	\$ 5,000.00
#6-3	Clean/clear underdrain pipes, & cleanouts	LS	1	\$ 1,500.00	\$ 1,500.00
#6-4	Clean/clear gabion baskets	LS	1	\$ 350.00	\$ 350.00
#6-5	Clear all unwanted Vegetation & Trim Grass to <18"	LS	1	\$ 350.00	\$ 350.00
#6-6	Install Rock Riprap around Splitter Box per plan	CY	3	\$ 350.00	\$ 1,050.00
#6-7	Revegetate and reestablish (Sediment Pond and other disturbed areas)	LS	1	\$ 1,250.00	\$ 1,250.00
#6-8	Mobilization/Demobilization/Construction Signage	LS	1	\$ 2,500.00	\$ 2,500.00
Alt 2. Ridgewood South Ph. 2 Pond 2					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
#7-1	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan - Splitter Box, Sediment Pond & Outfall Structures	LS	1	\$ 3,160.00	\$ 3,160.00
#7-2	Remove/Replace Top 6" of Sand Filter	CY	25	\$ 200.00	\$ 5,000.00
#7-3	Clean/clear underdrain pipes, & cleanouts	LS	1	\$ 1,500.00	\$ 1,500.00
#7-4	Clean/clear gabion baskets	LS	1	\$ 500.00	\$ 500.00
#7-5	Clear all unwanted Vegetation & Trim Grass to <18"	LS	1	\$ 350.00	\$ 350.00
#7-6	Install Rock Riprap around Splitter Box per plan	CY	2	\$ 350.00	\$ 700.00
#7-7	Revegetate and reestablish (Sediment Pond and other disturbed areas)	LS	1	\$ 1,250.00	\$ 1,250.00
#7-8	Mobilization/Demobilization/Construction Signage	LS	1	\$ 2,500.00	\$ 2,500.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$146,985.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions,

estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. Total of Lump Sum Amounts and Unit Price Work (subject to final Unit Price adjustment) **One hundred forty-six thousand nine hundred eighty-five dollars zero cents (\$146,985.00).**
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner and Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **30th** day from Owner approval of Application for Payment of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions or, as may be provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **Ninety-Five (95)** percent of the value of the Work completed (with the balance being retainage).
 - b. **Eighty (80)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **Ninety-Five (95)** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **Five (5)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 4.25% percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. Evidence of Insurance
 4. City of Leander Standard Definitions, Terms and Conditions
 5. Standard General Conditions. Edits highlighted.
 6. Specifications as listed in the table of contents of the project manual (copy of list attached).
 7. Drawings listed on the attached sheet index.
 8. IFB Bid documents.
 9. Addenda No. 1
 10. Addenda No. 2
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Project Schedule.
 - f. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above) and the terms and conditions of the Contract Documents are incorporated by reference and made part of this Agreement.
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. Although drawn by Owner, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.
- C. This Agreement is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Williamson County, Texas.
- D. This Agreement and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractors' rights and duties hereunder.
- E. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable Federal law, Contractor represents that neither Contractor nor any wholly owned subsidiary,

majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

- F. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- G. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
- H. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- I. Texas law requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.
- J. Pursuant to Subchapter J, Chapter 552, Texas Government Code, Contractor shall:
 - i. Preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the City for the duration of the Agreement;
 - ii. Promptly provide to the City any contracting information related to the Agreement that is in the custody or possession of the entity on request of the City; and
 - iii. On completion of the Agreement, either:
 - 1. Provide at no cost to the City all contracting information related to the Agreement that is in the custody or possession of the Contractor; or
 - 2. Preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that the Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. "Contracting information" includes, but is not limited to, records, communications and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance."

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on the date of the last signature and full execution of this agreement.

Owner:
CITY OF LEANDER
(typed or printed name of organization)
By: _____
(individual's signature)
Date: _____
(date signed)
Name: Todd Parton
(typed or printed)
Title: City Manager
(typed or printed)
Attest: _____
(individual's signature)
Title: _____
(typed or printed)
Address for giving notices:
PO Box 319
Leander, TX 78646
Designated Representative:
Name: Roman Poudyal
(typed or printed)
Title: Deputy Director of Public Works
(typed or printed)
Address:
PO Box 319
Leander, TX 78646
Phone: 512.259.2640
Email: rpoudyal@leandertx.gov

Contractor:
DigDug Construction LLC
(typed or printed name of organization)
By: _____
(individual's signature)
Date: 2-10-2025
(date signed)
Name: Chris Harrison
(typed or printed)
Title: Member
(typed or printed)
(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____
(individual's signature)
Title: Member
(typed or printed)
Address for giving notices:
P.O. Box 92583
Austin TX 78709
Designated Representative:
Name: Chris Harrison
(typed or printed)
Title: Member
(typed or printed)
Address:
P.O. Box 92583
Austin TX 78709
Phone: 512-626-4020
Email: Chris@digdugconstruction.com
License No.: _____
(where applicable)
State: _____

CIPS25-003 - City of Leander Pond Maintenance 2025 Scoring Summary

Active Submissions

Supplier	Total / 100 pts	Qualifications Pass/Fail	Total Project Cost / 100 pts
DigDug Construction LLC	100	Pass	100 (\$146,985.00)
Environmental Allies	63.89	Pass	63.89 (\$230,064.00)

Eliminated Submissions

Supplier	Qualifications Pass/Fail	Total Project Cost / 100 pts
ABLE PTEROLEUM LANDMAN SERVICES ,LLC	Fail	100 (\$110,120.00)
Hotshot Developments, LLC	Fail	73.84 (\$149,140.00)
Gage and Cade Construction	Fail	15.27 (\$720,946.85)



EXECUTIVE SUMMARY
3/20/2025

AGENDA SUBJECT:

Acceptance of an update regarding the Comprehensive Plan Implementation Schedule, Leander, Williamson and Travis Counties, Texas.

BACKGROUND:

The City Council adopted the current Comprehensive Plan on April 1, 2021, and has completed several updates listed in the History Section of this Executive Summary. Chapter 6 of the Plan includes an implementation schedule that lists the goals and strategies with timeframes. This agenda item includes a status update for the implementation schedule to show progress on the items. Every year we provide an update to the Planning & Zoning Commission and City Council on the implementation schedule. This schedule is also used as part of the budgeting process for initiating new projects.

The Planning Analysis provides updates to the action item list as well as input from the City Department that is responsible for the item. The staff is working on the Request for Proposal (RFP) to start the update process for the Comprehensive Plan.

HISTORY/TIMELINE:

04/01/2021 - Adoption of the Comprehensive Plan Update
10/12/2021 - Applicant update to the Future Land Use Map (Hampton Park Estates)
03/03/2022 - COL update to the Future Land Use Map
04/07/2022 - Applicant update to the Future Land Use Map (M Ranch)
05/19/2022 - Applicant update to the Future Land Use Map (Leander Estates)
02/02/2023 - COL update to the Comprehensive Plan to update the Transportation Master Plan (Republic Trails)
06/01/2023 - COL update to the Comprehensive Plan to update the Transportation Master Plan
09/21/2023 - Adoption of Old Town Master Plan
01/04/2024 - COL update to the Comprehensive Plan and Future Land Use Map
03/07/2024 - COL update to the Future Land Use Map (Water Master Plan Updates)
04/18/2024 - Applicant update to the Future Land Use Map (Burleson)
04/04/2024 - Applicant update to the Future Land Use Map (Oakmont)
10/03/2024 - COL update to the Future Land Use Map (Transportation Master Plan Updates)
10/03/2024 - COL update to the Future Land Use Map (Wastewater Master Plan Updates)
10/17/2024 - Applicant update to the Future Land Use Map (Northline Retail)

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

PRESENTER:

Attachments:

1. Att 1 Planning Analysis Comprehensive Plan Implementation Update
2. Att 2 Implementation Schedule 2025 Update



PLANNING ANALYSIS

COMPREHENSIVE PLAN IMPLEMENTATION SCHEDULE 2025 UPDATE

BACKGROUND

The City Council adopted the current Comprehensive Plan on April 1, 2021 and updated it on March 3, 2022, June 1, 2023, January 4, 2024, March 7, 2024, and October 3, 2024. Chapter 6 of the Plan includes an implementation schedule that lists the goals and strategies with timeframes. This agenda item includes a status update for the implementation schedule to show progress on the items.

SUMMARY

During the January 23, 2025 meeting, the Planning & Zoning Commission was presented with an update to the Comprehensive Plan's Implementation Schedule to identify the progress made to the Comprehensive Plan and to inform of upcoming updates.

GOALS COMPLETED

The following goals have been completed:

- 1.2.5 Review the lighting ordinance to ensure appropriate and compatible site and building lighting for new development.
- 2.2.1 Identify and prioritize recruiting through a targeted industry analysis.
- 3.1.1 Identify and prioritize the recruitment of primary jobs through a targeted industry analysis.
- 4.1.4 Create a targeted marketing campaign for the Leander Station activity center as a premier regional destination.
- 5.2.5 Consider the creation of a "Leander Beautification" committee to identify improvements citywide.
- 6.1.1 Develop a detailed master plan for Old Town Leander.
- 6.2.3 Conduct a parking assessment in Old Town.
- 6.2.5 Explore funding opportunities for public improvements.
- 7.2.3 Develop a phasing plan to replace and/or upgrade playscapes.
- 7.2.5 Review the parkland dedication ordinance to ensure desired neighborhood park outcomes.
- 8.3.3 Encourage volunteer assistance to generate civic pride and enthusiasm.
- 9.1.2 Update the City's street cross-sections to ensure a balance of safety and people-centered streetscape elements.
- 11.2.2 Pursue and implement an update to the Water Master Plan.
- 11.2.3 Pursue and implement an update to the Wastewater Master Plan.
- 11.2.4 Conduct the five-year update of the Water and Wastewater Impact Fees.
- 12.2.4 Conduct an update of the 2015 Multi-Hazard Mitigation Plan.

PLANS AND ORDINANCES UPDATES

The following updates were made to ordinances and plans:

1. In February 2024, the Noise Ordinance was amended to adopt new regulations.
2. In March 2024, the Water Master Plan was updated to include new demand projections and recommend Capital Improvement Projects.
3. In June 2024, the Composite Zoning Ordinance was updated to include a definition and regulations for Vape Shops and Smoke Shops.
4. In June 2024, the Subdivision Ordinance was updated to allow for subdivision applications to be approved administratively unless it includes tree removals or a public hearing is required.

5. In July 2024, the Composite Zoning Ordinance was updated to include an overlay for Entertainment District and included some additional definitions and regulations for compatible uses.
6. In September 2024, the Council adopted an ordinance that allows for License Agreements to be approved by the City Manager.
7. In September 2024, the Parkland Dedication, Park Improvement, and Parkland Fee-in-Lieu regulations and requirements were amended to adjust the calculation for fee in lieu of parkland and adopt new park improvement fees.
8. In October 2024, the Thoroughfare Master Plan was updated to include the realignment of proposed roads, the removal of proposed roads, and the addition of new proposed roads.
9. In October 2024, the Wastewater Master Plan was updated to consider the most recent growth projections and recommend Capital Improvement Projects.
10. In November 2024, the Type 2 Site Component regulations were updated to adjust the building size maximum when not adjacent to residential uses.
11. In December 2024, the Composite Zoning Ordinance was updated to include new standards for Dry Utilities and added the option for an early grading phase with Site Developments.
12. In February 2025, The Wireless Communications Facilities ordinance was revised to include updated regulations that accommodate new technologies.

UPCOMING UPDATES

The City of Leander Charter requires that the Comprehensive Plan is considered for an amendment or revision every five years. The City Council has approved the Request for Proposal (RFP) for the Comprehensive Plan Update on December 5, 2024. The Comprehensive Plan update will also include an update to the Transportation Master Plan and suggested actions to subsequently update the Composite Zoning Ordinance, Subdivision Ordinance, and other development regulations and standards. A critical piece of the update will include the Economic Development Element that provides an analysis to include a recommended land use mix that will achieve economic sustainability for the city. The next step in this process is for staff to issue the RFP and evaluate submissions.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

ECONOMIC PROSPERITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 1: Economic Growth - Quality growth and development to generate a diverse tax base.								
Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.								
1.1.1	Follow the Future Land Use Map guidance for zoning and development decisions.	Policy				X	Development Services	Ongoing
1.1.2	Implement the comprehensive plan's design character framework to ensure appropriate design characteristics.	Regulation				X	Planning	Ongoing
1.1.3	Maintain and implement fiscal, administrative and regulatory policies and processes designed to stimulate increased economic activity and investment in the City.	Policy				X	Planning, Economic Development	Ongoing
1.1.4	Prioritize value-intense development within the boundaries of the Tax Increment Reinvestment Zone (TIRZ) financing district.	Policy				X	Planning, Economic Development	Ongoing
Strategy 1.2: Maintain development codes that achieve the community's desired character and quality.								
1.2.1	Encourage and promote quality development through predictable and flexible development codes.	Policy				X	Planning	Ongoing
1.2.2	Pursue a near-term, comprehensive assessment of the development codes.	Study				X	Planning	Ongoing - Initiated staff committee to evaluate codes and suggest updates. The committee meets monthly.
1.2.3	Prepare amendments to the development codes to address changing market demands and development patterns.	Regulation				X	Planning	Ongoing - Code updates are in discussion to increase the size of accessory structures to support work from home options. The Type 2 Site Component requirements were adjusted. Vape Shops were defined as a use and provided some additional requirements. Farmers' Market was added as a use and the Entertainment District overlay was established. The Parkland Dedication ordinance was updated to revise the requirements. The Dry Utilities requirements were updated to include additional standards and an early grading process was established. The Wireless Communication Facilities ordinance was updated to include new standards.
1.2.4	Prepare amendments to the development codes and investment strategies for development along greenways.	Regulation				X	Planning, Parks and Recreation, Economic Development	Ongoing - The Parkland Dedication Ordinance was updated to include new standards. Code updates are in discussion to amend greenway requirements.
1.2.5	Review the lighting ordinance to ensure appropriate and compatible site and building lighting for new development.	Regulation	X				Planning, Code Enforcement	Complete - Amended the sign ordinance to update standards. Dark Sky Ordinance is in place for all new development. Added updates to the Sign Ordinance with regards to lighting.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

ECONOMIC PROSPERITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 2: Commercial Development - A dynamic commercial marketplace welcoming business opportunity.								
Strategy 2.1: Expand commercial tax base through strategic investment, support for local businesses, and partnerships with regional economic entities.								
2.1.1	Support the success of existing businesses and cultivate a robust entrepreneurship and innovation eco-system.	Policy				X	Economic Development, Public Information Office	Ongoing - Promoting the success of legacy businesses like One Source Manufacturing
2.1.2	Devise a unique Leander “shop local” strategy.	Program				X	Economic Development, Public Information Office	Ongoing - Have coordinated with Chamber on video series, sharing ribbon cutting events on social, and thanking local business sponsorship
2.1.3	Evaluate opportunities to utilize public investment tools and programs to grow the local economy.	Policy				X	Economic Development	Ongoing
2.1.4	Develop and utilize an economic impact analysis tool such as a cost-to-serve model to examine the tax base and service implications of new developments.	Study				X	Economic Development	Ongoing - Implemented use of Impact DataSouce to examine economic impact of potential projects and prospects.
2.1.5	Monitor Leander’s tax and fee structure to maintain competitive rates in the region.	Policy				X	Economic Development	Ongoing - Staff evaluates tax and fee structure of nearby communities when adopting new rates.
Strategy 2.2: Facilitate quality commercial development through targeted marketing and a commitment by the City to help businesses grow and expand								
2.2.1	Identify and prioritize recruiting through a targeted industry analysis.	Regulation	X				Planning, Economic Development (With The Chamber of Commerce)	Completed- Identified target industries in Economic Development Strategic Plan.
2.2.2	Prioritize commercial growth through the use of zoning, the Future Land Use Map, and prioritized investments and incentives.	Study				X	Economic Development	Ongoing
2.2.3	Consider the impacts of economic development in all aspects of City decision-making and operations.	Program				X	Economic Development, Public Information Office	Ongoing - Coordinating with all departments on utility, road, budget and growth impacts.
2.2.4	Promote Leander’s positive outlook through story feeds and experiences as part of a cohesive digital communications strategy that aligns with the Leander brand.	Program				X	Public Information Office	Ongoing - Working with local video production companies to promote small businesses and highlight legacy employers. Also promoting profiles of city staff.
2.2.5	Conduct an annual regulatory review meeting.	Coordination				X	Development Services	Ongoing - The Development Forum was held in August 2024.
2.2.6	Convene a task force of local and area commercial real estate developers to examine challenges and opportunities for Leander to succeed with commercial development.	Coordination				X	Economic Development, (With The Chamber of Commerce)	Ongoing - Have held multiple industry roundtable discussions with the Leander Chamber of Commerce and stakeholders.

2.2.7	Streamline the development process through identification of process improvements.	Study				X	Development Services	Ongoing - Development Hub was launched in 2022. Staff is evaluating the annual report to analyze the performance of the software. The Citizen Connect extension is in progress and will be launched soon. Camino guides are being finalized. Staff has initiated several updates to the development process such as established a Development Review Committee, following up on stagnant projects, meeting with customers after the third review, in house scanning of final documents, administrative approval of subdivision applications, creating applications in the back office, and installing a customer kiosk.
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COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

ECONOMIC PROSPERITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 3: Employment - Leander is well-positioned as an attractive place for employers.								
Strategy 3.1: Expand promotional and recruitment efforts to proactively position Leander to attract top-level talent and primary jobs.								
3.1.1	Identify and prioritize the recruitment of primary jobs through a targeted industry analysis.	Study	X				Economic Development	Completed - Identified target industries in Economic Development Strategic Plan.
3.1.2	Aggressively market and cultivate both large, high-wage employers and smaller, locally-owned entrepreneurial businesses and startup firms.	Coordination				X	Economic Development, Public Information Office	Ongoing - Staff creates customized marketing collateral when visiting with prospects.
3.1.3	Prioritize the recruitment of destination-oriented concepts, including entertainment, restaurants, and retail venues identified in the Retail Leakage Study.	Policy				X	Economic Development	Ongoing - Implemented Destination Incentive Restaurant Incentive Program.
3.1.4	Promote Leander's community amenities, quality of life elements, and award-winning schools as a recruitment strategy.	Program				X	Economic Development, Public Information Office, (With The Chamber of Commerce)	Ongoing - Completed video highlighting Leander assests.
3.1.5	Strengthen cooperation and partner with the Leander Chamber of Commerce to ensure regional partnerships.	Coordination				X	Economic Development, (With The Chamber of Commerce)	Ongoing - Maintain partnerships with the Leander Chamber, Williamson County Economic Development Partnership, Opportunity Austin and the Governor's Office of Economic Development.
3.1.6	Pursue state and national recognition certifications to promote Leander.	Coordination				X	Public Information Office	In research
Strategy 3.2: Utilize partnerships to assist in the effort to prepare economic development sites for employment.								
3.2.1	Engage with landowners to encourage quality desired development in Employment Center and Activity Center areas.	Coordination				X	Planning, Engineering, Economic Development	Ongoing - Staff routinely engages with landowners to determine interest in responding to leads for development opportunities. Discussions regarding updates to the Employment Center were initiated with a workshop with Council.
3.2.2	Develop marketing and branding material that responds to key information needs of site selectors, brokers, developers, and targeted prospects. Website Update	Program				X	Public Information Office	Complete/Ongoing - Launched new website in Nov 2023 and City joined the Wilco EDP in Feb 2023 to initiate joint marketing to targeted prospects.
3.2.3	Consider methods of public-private partnerships and cost- sharing.	Coordination				X	Economic Development	Ongoing - All available incentives are listed on the city website and staff evalutes all available tools for economic development projects.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

ECONOMIC PROSPERITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS	
			0-2	3-5	6-10	Ongoing			
Goal 4: City Center - A new urban city center to capitalize on the Leander Station.									
Strategy 4.1: Continue efforts regarding the construction of projects within the Leander Central/Transit-Oriented Development District as a mixed-use urban environment.									
4.1.1	Study moving City Hall to the Leander Central area.	Study			X		Administration	Pending - City gathering more information to determine future location of City Hall. This information will be included in a comprehensive Facility Master Plan.	
4.1.2	Begin to treat the Leander Central area as the city center in future decision-making to distinguish it from Old Town.	Policy				X	Development Services	Ongoing - Old Town Master Plan is complete. Northline has began operations in some of the development as the rest continues under construction. An amendment to the Northline PUD was processed and the Northline Retail PUD was established.	
4.1.3	Continue the regulatory and financial design framework for the Leander Central and Urban Mixed-Use areas.	Regulation				X	Planning, Economic Development	Ongoing	
4.1.4	Create a targeted marketing campaign for the Leander Station activity center as a premier regional destination.	Program				X	Economic Development, Public Information Office (With The Chamber of Commerce)	Complete/Ongoing - Coordinated video to highlight Leander assets. Continuing Chamber partnership.	

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

COMMUNITY CHARACTER ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 5: Community Branding - Establishment of a community brand that showcases Leander’s uniqueness.								
Strategy 5.1: Create a brand for Leander that captures Leander’s identity.								
5.1.1	Begin a branding conversation to elevate Leander’s identity. Provide a scope.	Study				X	Public Information Office	Ongoing - Launched new website in Nov 2023, received input on Leander identity during Old Town Master Plan development, approved Sept 2023. Continuing to evaluate functionality of city website.
5.1.2	Promote community history and points of interest in the branding plan.	Study				X	Public Information Office	Ongoing - working on multiple projects including Bryson Farmstead, Old Town Park, Old Town Master Plan, and US 183 Corridor Study.
5.1.3	Prepare marketing and promotional materials as part of the new brand.	Program			X		Public Information Office	In research - Developing request for proposal for community branding and communications strategy.
Strategy 5.2: Develop gateway features and wayfinding that delineate the boundaries of the City and guide visitors and residents to key destinations.								
5.2.1	Create a gateway and signage plan to showcase the new brand and identity elements.	Study		X			Public Information Office	In Progress - Old Town Master Plan approved Sept 2023 includes recommendation for branded wayfinding in Old Town. Citywide plan in research. Develop request for proposal for community branding.
5.2.2	Study regional corridors for gateway enhancements.	Study			X		Planning, Public Information Office	Pending - US 183 Corridor Study was adopted on January 16, 2025. Staff will continue to evaluate other corridors.
5.2.3	Prepare a corridor study for US 183 to create a “main street” arrival adjacent to Old Town.	Study			X		Planning, Public Information Office	Pending - US 183 Corridor Study was adopted on January 16, 2025. Staff will begin to investigate grant opportunities .
5.2.4	Explore landscaping enhancements on major highway corridors.	Study			X		Planning, Parks and Recreation	
5.2.5	Consider the creation of a “Leander Beautification” committee to identify improvements citywide.	Coordination		X			Planning, Public Information Office, Parks and Recreation	Completed - Ad Hoc Committee on beautification created by the Mayor.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

COMMUNITY CHARACTER ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 6: Old Town - A destination focused on the arts, shopping, and entertainment honoring Leander’s heritage.								
Strategy 6.1: Develop a cohesive plan to make Old Town Leander a unique place with a distinct identity.								
6.1.1	Develop a detailed master plan for Old Town Leander.	Study	X				Planning, Engineering	Completed - Old Town Master Plan was completed in 2023.
Strategy 6.2: Encourage development and activity in Old Town with locally-owned and unique shopping, dining, and entertainment opportunities.								
6.2.1	Consider amendments to the development codes to encourage desired uses in Old Town.	Regulation				X	Planning	Ongoing - The Entertainment District was adopted in July 2024.
6.2.2	Develop annual work plans for Old Town development initiatives.	Program		X			Planning, Parks and Recreation, Economic Development	Ongoing - The Old Town Master Plan was completed in 2023 and implementation will begin soon. Improvements will be considered for the FY26 budget.
6.2.3	Conduct a parking assessment in Old Town.	Study	X				Planning, Engineering	Completed - The Old Town Master Plan was completed in 2023 and includes a parking assessment.
6.2.4	Continue the Old Town Revitalization Program.	Program				X	Economic Development	Ongoing - Old Town gas line expansion completed in 2023. The fire improvements project, Old Town Park, and the Broade Street striping project are ongoing. Allocated \$250,000 in FY 25 budget for the creation of an Old Town Grant Program.
6.2.5	Explore funding opportunities for public improvements.	Capital Investment				X	Administration, Finance	Complete/Ongoing – City received \$7.9 million from CapMetro in 2022 for Old Town improvement projects. City also is evaluating potential funding sources identified in Old Town Master Plan approved Sept 2023.
6.2.6	Carefully consider the transitional compatibility with existing residential as Old Town evolves into an all-day activity area.	Study				X	Planning	Ongoing - The Old Town Master Plan provides suggestions for code updates. We will consider transitional compatibility with the updates.
Strategy 6.3: Promote the desired Old Town development character by incorporating and preserving elements of Leander’s heritage and history into Old Town Leander.								
6.3.1	Create a Leander heritage promotion program that educates and celebrates Leander’s rich history.	Program				X	Economic Development, Public Information Office	Complete/Ongoing - Historical Preservation Commission hosts historical displays at the library and promotes history at Council meetings. Historical art displays also being considered in future park developments.
6.3.2	Explore opportunities to qualify for state and federal resources related to historic preservation and public art.	Program				X	Economic Development	
6.3.3	Encourage the preservation and rehab of contributing historic structures.	Policy				X	Economic Development	
6.3.4	Allocate funds for the construction of an Old Town park.	Capital Investment		X			Parks and Recreation	Pending - Funds are in place for the Old Town Park, but have been reduced to cover budget shortfalls of the Senior Center. Funds remain for a shade structure over the stage area, but not additional site projects.

6.3.5	Consider moving City Hall and civic center facilities partially or entirely to another location in the city.	Study			X		Administration	Pending - City gathering more information to determine future location of City Hall. Developing proposal for comprehensive Facility Master Plan.
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COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

COMMUNITY CHARACTER ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 7: Outdoor Spaces - Activated, connected, and destination-based outdoor spaces.								
Strategy 7.1: Build and connect a community-wide system of linear greenway parks and trails.								
7.1.1	Establish a greenways network through partnerships and regulations.	Coordination/ Regulation				X	Parks and Recreation	Ongoing -Trail network mapping updates being developed through GIS and PARD based on recent development. PARD is focusing efforts on 'gaps' that exist between developments/parks and working with land developers to prioirtize trails through the Parkland Dedication process.
7.1.3	Conduct a detailed feasibility study for the future San Gabriel River Regional Trail.	Study		X			Parks and Recreation	Ongoing - Funding request for the feasibility study to be included in the FY26 budget process.
7.1.4	Pursue a trail access corridor to the Balcones Canyonlands Preserve.	Capital Investment			X		Parks and Recreation	Ongoing - will work with GIS to identify routes.
7.1.5	Partner with Cedar Park to connect Lakewood Park to the Williamson County Southwest Regional Park and Brushy Creek trail extension.	Coordination		X			Parks and Recreation	Ongoing - segments along the route are being developed.
7.1.6	Partner with public and private organizations to expand regional trail connectivity that support transportation and recreation.	Coordination				X	Parks and Recreation	Ongoing - PARD is partnering with Red Line Parkway Trail Initiative to develop a regional trail from Austin to Leander along the CapMetro Red Line railway.
Strategy 7.2: Expand the parks system and recreation offerings to keep pace with community growth.								
7.2.1	Implement the 2019 Parks Master Plan.	Coordination				X	Parks and Recreation	Ongoing - Funding request to be included in the FY26 budget process to update the master plan.
7.2.2	Increase recreation opportunities and programming throughout the community to serve a diverse, multi-generational population.	Program				X	Parks and Recreation	Ongoing - Hired a consultant in July of 2022 to provide a master plan and design fo the South San Gabriel River Park and Leander Atheletic Complex. Leander Activity Center opened in spring of 2022.
7.2.3	Develop a phasing plan to replace and/or upgrade playscapes.	Program		X			Parks and Recreation	Complete - Replacement of two park playscapes have been completed for Devine Lake Park (August 5, 2023), and Robin Bledsoe Park - (October 8, 2023).
7.2.4	Acquire property for a signature community park in northwest Leander.	Capital Investment		X			Parks and Recreation	Ongoing - Site analysis to be completed with future studies and to align with both the Comphrensive Plan and Parks Master Plan updates.
7.2.5	Review the parkland dedication ordinance to ensure desired neighborhood park outcomes.	Study				X	Parks and Recreation	Complete - The amended parkland dedication ordinance was adopted in October 2024.
Strategy 7.3: Pursue signature destinations for events and regional attractions.								
7.3.1	Encourage and invest in event spaces for entertainment and activities for local and regional attraction. Hotel legislation	Capital Investment				X	Economic Development, (With The Chamber of Commerce)	Ongoing - Completed Hotel Study in 2024. Passed HB 4103 to create incentives for potential event space.

7.3.2	Identify opportunities to use parks for tourism and events.	Coordination				X	Parks and Recreation, Public Information Office, (With The Chamber of Commerce)	Ongoing - Partnered with third parties to host Diwali and Bathukamma festivals in 2023 and updated Parks User Fees Policy in Jan 2024 to utilize Lakewood Park for more large-scale events.
7.3.3	Expand opportunities for public art in outdoor spaces throughout Leander	Program				X	Parks and Recreation	Ongoing - New sculpture was added to Lakewood Park along with new mural at Robin Bledsoe Park in 2023. LPACC is working on a new sculpture to be installed in Devine Lake Park in 2025.
7.3.4	Increase the number of community events (festivals, concerts, farmer's markets, etc.).	Coordination				X	Parks and Recreation, Public Information Office, (With The Chamber of Commerce)	Ongoing - Parks Fees Policy was updated in January 2024 to utilize Lakewood Park for more large-scale events.
7.3.5	Develop the future San Gabriel Park property and consider additional expansion acreage, if possible.	Capital Investment		X			Parks and Recreation	Ongoing - Hired a consultant in July of 2022 to provide a master plan and design fo the South San Gabriel River Park and Leander Atheletic Complex.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

COMMUNITY CHARACTER ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 8: Education and Community Partnerships - Strong partnerships with education providers and community groups to achieve community goals and foster civic pride.								
Strategy 8.1: Support education providers to promote quality education for the next generation in Leander.								
8.1.1	Establish centers of excellence through engagements with Leander ISD, higher education institutions and local businesses.	Coordination				X	Planning, Engineering	Ongoing - Staff meets with the LISD demographer annually. Staff also meets with LISD during the planning and development stages of new schools. LISD receives a zoning notice for all residential cases.
8.1.2	Support and expand safe and connected routes to school.	Program				X	Planning, Engineering, Parks and Recreation	Ongoing - Will also be supported by the Transportation Master Plan.
8.1.3	Support efforts to integrate elementary schools within neighborhoods.	Coordination				X	Planning, Engineering	Ongoing
8.1.4	Consider shared-use facilities with schools.	Coordination				X	Parks and Recreation	Ongoing - Parks and Recreation currently contracts gym space for youth athletic leagues. Will look into potential partnerships for future before/after school care/camps.
Strategy 8.2: Support institutions of higher learning to expand educational opportunity.								
8.2.1	Leverage ACC’s San Gabriel campus to cater the corporate training solutions programs to the needs of Leander such as developing strong technology and manufacturing fields.	Coordination				X	Administration	Ongoing – City is meeting with ACC and LISD officials to confirm needs. ACC currently exploring Early College High School program.
8.2.2	Partner with ACC San Gabriel campus on expansion of their campus, including a potential four-year university.	Coordination				X	Administration	Ongoing – City is meeting with ACC and LISD officials to confirm needs. ACC currently exploring Early College High School program.
Strategy 8.3: Continue to support community service groups, non-profits, and volunteers.								
8.3.1	Identify opportunities to partner with local groups for community action steps.	Coordination				X	Fire, Code Enforcement, Police, Public Information Office	Ongoing - The Fire Department’s risk reduction program and the Police Departments’s crisis response unit has established several partners within the community who have been instrumental in providing community action as it relates to assisting our vulnerable and at-risk populations. Continuing to work on ways to improve collaboration between the resources and better ways to connect those in need of help
8.3.2	Partner with medical institutions to promote health and activity.	Coordination				X	Human Resources	Ongoing - HR confirmed that staff is eligible for a corporate discount with YMCA and Planet Fitness. We use Next Level Urgent Care & CareNow for workers' comp, drug testing, fitness for duty, etc.
8.3.3	Encourage volunteer assistance to generate civic pride and enthusiasm.	Program				X	Public Information Office, (With The Chamber of Commerce)	Completed - Volunteer form has been established on the city website.
8.3.4	Consider partnership opportunities for a new community space.	Coordination				X	Parks and Recreation	Ongoing – partnership with Northline to create new Town Park.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

GROWTH AND MOBILITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 9: Transportation - Safe, connected, attractive streets as part of a balanced and diverse transportation network.								
Strategy 9.1: Continue to support well-designed and maintained streets to ensure safety and durability.								
9.1.1	Prioritize street safety elements in upcoming CIP projects.	Policy				X	Public Works	Ongoing - Several traffic signal and turn lane projects will improve safety.
9.1.2	Update the City’s street cross-sections to ensure a balance of safety and people-centered streetscape elements.	Regulation	X				Engineering	Completed - Transportation Master Plan has this updated
9.1.3	Support and expand pedestrian and bicycle connectivity. TMP	Program				X	Engineering, Parks and Recreation	Ongoing - Transportation Master Plan has this updated
9.1.4	Continue to assess pavement condition on City streets.	Study				X	Public Works	Ongoing - Pavement assessments were performed in 2015, 2020, and 2021 (after Winter Storm Uri). Public Works is issuing a RFQ for a consultant to provide a pavement assessment update in 2025.
9.1.5	Assess on-street parking situations where existing narrow streets challenge emergency response.	Study		X			Engineering, Fire, Police	Pending - Old Town Master Plan was completed in 2023, but study for the entire City has not been started. Public Works has provided a list of streets that are below the current street standards to the Fire Department. This list is being evaluated to determine if they create a challenge and if so, to determine what actions are needed such as creating no parking zones along those sections, or improving the roadway widths.
9.1.6	Consider grant opportunities for residential screening walls and compatibility elements that coincide with major street expansion.	Coordination		X			Planning	
Strategy 9.2: Ensure a connected, balanced network of streets and prioritize timely improvements through managed planning systems.								
9.2.1	Regularly re-evaluate the City’s methods for studying traffic impacts and assessing mitigation costs. Traffic Impact Fees	Study	X	X			Engineering	Pending - Roadway Impact Fees Ordinance was adopted in July 2022, fees will be assessed in 2023 and collected in 2024. Implemented a new procedure for traffic studies for new development. Currently reevaluating Roadway Adequacy standards requirements
9.2.2	Account for growth-based traffic congestion through managed planning and study.	Policy				X	Planning, Engineering	Pending - Transportation Master Plan includes and several Corridor Studies are in process and being finalized to manage the traffic congestion
9.2.3	Continue to monitor emerging modes of transportation.	Study				X	Engineering, Public Works	Ongoing - City is working with CapMetro
9.2.4	Evaluate opportunities to consider transportation demand management and smart city technologies.	Study				X	Engineering, Public Works	Ongoing - Demand study included in the Transportation Master Plan and No update to smart city technologies

9.2.5	Develop a formal signalized intersection review and approval process.	Program		X			Engineering, Public Works, (With TxDOT)	Ongoing - Engineering works with consultants for signal warrant studies for this as formal process. In addition to signal warrant studies, ENG and PW work together to review standard practices (MUTCD, TxDOT, etc.) and accident data provided by PD to review other intersection improvement requests (i.e. flashing beacons, crosswalks, signage, etc.)
Strategy 9.3: Foster strong relationships with regional mobility partners to expand Leander's influence on regional transportation decisions.								
9.3.1	Engage with TxDOT to evaluate a future US 183 turnback	Coordination			X		Public Works	Ongoing
9.3.2	Partner with regional transportation organizations to plan for priority transportation projects in Leander.	Coordination				X	Administration, Engineering, Public Works	Ongoing - Working with Williamson County, TxDOT and CAMPO to partner on current and future transportation projects including Hero Way East Expansion, Bar W traffic signal, North Bagdad Road widening, and Crystal Falls Pkwy extension design. City Projects were included in the CAMPO RTP completed in 2024.
9.3.3	Seek to expand enhanced transit service with CapMetro.	Coordination			X		Administration	Pending – City working with CapMetro to identify expansion opportunities for current Pickup service.
9.3.4	Partner with smaller cities in the CapMetro program to ensure equitable participation rates and service offerings.	Coordination				X	Administration	Ongoing – Council rep on CapMetro Board is communicating with small city counterparts.
9.3.5	Conduct a study to examine potential grade-separated railroad crossings.	Study			X		Engineering, Planning	Pending - 183 Corridor Study is evaluating railroad crossing. Expected to be complete in 2025.
9.3.6	Seek to integrate trail crossings and park signage on the 183A Toll extension.	Coordination		X			Parks and Recreation	Ongoing - Working with CTRMA to provide trail crossing under new 183A bridge to connect San Gabriel Park to the pedestrian trail on the westside of 183A.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

GROWTH AND MOBILITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 10: Housing - Long-term neighborhood integrity and a balanced, diverse mix of housing.								
Strategy 10.1: Maintain and/or improve affordability and diversity in the housing market.								
10.1.1	Encourage a variety of market-driven housing types.	Policy				X	Planning	Ongoing - This can be achieved through zoning. Currently the resolution regarding water has placed this strategy on hold.
10.1.2	Support senior living communities near neighborhoods and infill locations.	Regulation				X	Planning	Ongoing - This can be supported as development occurs.
10.1.3	Prepare amendments to the development codes to address Transitional development options.	Regulation				X	Planning	Pending - Planning will evaluate this update with our next round of ordinance updates.
10.1.4	Support emerging, flexible residential types in appropriate areas.	Regulation				X	Planning	Pending - Planning is working on updates to the ordinance that includes amendments to address the accessory dwelling concept.
Strategy 10.2: Support housing that has well-defined design character, compatibility with adjacent uses, and balanced density.								
10.2.1	Prepare amendments to the development codes that limit high- density multi-family in mixed-use activity centers.	Regulation				X	Planning	Ongoing - The Comprehensive Plan was amended to update the percentage of allowed residential uses in the mixed-use acitivity centers.
10.2.2	Review and assess compatibility standards between residential and non-residential uses.	Regulation				X	Planning	Pending - Staff presented updates to the ordinance in 2022 to update the compatibility standards for development. Staff will continue to monitor.
10.2.3	Prepare amendments to the development codes to improve the design quality and compatibility of attached residential products.	Regulation				X	Planning	Pending - Planning is working on updates to the ordinance and will include this proposal in the review.
10.2.4	Prepare amendments to the development codes to preserve the aesthetic in the Rural land use area depicted on the Future Land Use Map.	Regulation				X	Planning	Pending - Planning is working on updates to the ordinance and will include this proposal in the review.
10.2.5	Prepare amendments to the development codes to create a mid- density zoning district.	Regulation				X	Planning	On hold - This can be achieved through zoning. Currently the resolution regarding water has placed this strategy on hold.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

GROWTH AND MOBILITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 11: Utilities - Integrated and well-planned utility infrastructure to serve desired growth.								
Strategy 11.1: Continue to plan ahead of growth through integrated utility infrastructure planning.								
11.1.1	Align the Leander Capital Improvement Plan (CIP) with the comprehensive plan.	Coordination				X	Planning, Engineering, Public Works	Ongoing - CIP projects are developed based on the Comprehensive Plan, Transportation Master Plan, Wastewater Master Plan, and Water Master Plan.
11.1.2	Continue to partner with franchise utility providers to plan ahead for critical infrastructure.	Coordination				X	Planning, Engineering, Public Works, IT	Ongoing - Engineering is working on developing a joint duct bank standard with franchise utility providers for future City projects.
11.1.3	Design and manage the City’s stormwater system to mitigate against flooding.	Capital Investment		X			Engineering, Public Works	Ongoing - A FEMA LOMR is currently in process to update on FEMA Floodplains in the City to Atlas 14 Rainfall intensities. LOMR is expected to be completed in 2025. Public Works maintains an annual pond maintenance program to perform major rehabilitation on city maintained stormwater ponds in order to maintain optimum, designed, functionality. Current study of stormwater in Brushy Creek. A Stormwater Master Plan was initiated in 2024. TCEQ MS4 plan is being updated in 2025.
11.1.4	Work with telecommunication providers to facilitate enhanced broadband and 5G wireless service.	Coordination				X	Administration, IT, Engineering, Public Works	Ongoing - City has a quarterly meeting with Utility Providers to discuss issues and projects. City is evaluating microtrenching technology to encourage expansion of telecommunication services. IT coordinate meetings between city officials and ISP managers to get the ball rolling with appropriate departments like City Engineering, Development Services, and others.
11.1.5	Periodically review the City’s Standard Details construction document.	Study				X	Engineering, Public Works	Ongoing - Engineering has completed a review of the Standard Product List. Engineering will work with Public Works to continue to review City's Standard Details and make necessary modifications.
Strategy 11.2: Prioritize the long-term strategic planning and system health of the water and utilities.								
11.2.1	Consider options to solidify Leander's water system to ensure consistent service delivery.	Study				X	Engineering, Public Works	Ongoing - The City is working with the BCRUA Partners to expand the BCRUA Water Plant Capacity. In addition, the city working on several city water projects to ensure consistent water service delivery. Capital Improvements Program (CIP) continually assesses and adds to improve and expand water supply and resources as our highest priority.
11.2.2	Pursue and implement an update to the Water Master Plan.	Study		X			Engineering	Completed - An update to the Water Master Plan has been completed and was presented to Council for approval in 2024.
11.2.3	Pursue and implement an update to the Wastewater Master Plan.	Study		X			Engineering	Completed - An update to the Wastewater Master Plan has been completed and was presented to Council for approval in 2024.

11.2.4	Conduct the five-year update of the Water and Wastewater Impact Fees.	Study		X			Engineering, Public Works	Complete - Impact Fee study was completed in 2023 and approved by Council.
11.2.5	Pursue an update to the City's 2019 Water Conservation ordinance.	Study				X	Public Works, Public Information Office	Ongoing - Updated in July 2024 with staff continuously reviewing to make needed adjustments based on current water system status and demand.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

GROWTH AND MOBILITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 12: Municipal Services - Cost-effective, exceptional municipal services commensurate with growth.								
Strategy 12.1: Maintain the public’s expectations and confidence in an effective public safety system.								
12.1.1	Regularly evaluate Police and Fire Department resource needs.	Study				X	Fire, Police	Ongoing - Part of the CIP program. Both departments will continue to evaluate demands on the department and resource needs.
12.1.2	Support Police and Fire Department use of contemporary service methods and technology.	Capital Investment				X	Administration, Fire, Police	Ongoing - Both departments will continue to monitor needs and demands on service and evaluate various methods and innovative ways to meet those demands.
12.1.3	Partner with Williamson County on potential expansion of the City’s communication center and future need for a County Medical Examiner.	Coordination		X			Administration, Fire, Police, (With Williamson County)	Ongoing - The Fire Department will continue communication with Williamson County representatives about dispatching needs. As of Dec 2024, Williamson County has secured a building for the new county medical examiner’s office and it is projected to start in 2025.
12.1.4	Evaluate the need for a combined Fire and Police training center.	Study				X	Fire, Police	Ongoing - Police and fire are working with City staff on identifying available land to support a joint training center. The City is currently working on a contract with a company to perform a city wide facility study, which will also look at this need.
12.1.5	Maintain support for community involvement programs for the Police and Fire Department.	Policy				X	Fire, Police	Ongoing - The Fire and Police Department will continue to evaluate our community programs and utilize community volunteer members as much as possible
12.1.6	Regularly evaluate response time for Fire and EMS to determine station needs.	Study				X	Fire	Ongoing - The fire department annually evaluates response times to determine what areas we are meeting our response time goals and what areas have an extended response time.
Strategy 12.2: Ensure that the Leander community receives outstanding general municipal services.								
12.2.1	Create a new Facility Master Plan to account for community needs.	Study			X		Administration	Pending – City received facilities build-out projections from BRW Architects in Nov 2021. City gathering more information to determine next steps.
12.2.2	Provide educational and training opportunities for policymakers, staff and citizen volunteers.	Coordination/ Programs				X	Public Information Office	Ongoing - Currently meeting with HOAs about city topics. Launched new website in Nov 2023 and new Citizen University program in Sept 2023.
12.2.3	Conduct an update to the Library Strategic Master Plan.	Study		X			Parks and Recreation	
12.2.4	Conduct an update of the 2015 Multi-Hazard Mitigation Plan.	Study				X	Fire	Complete - New plan has been completed and approved. The new plan expires October 2029.
12.2.5	Proactively plan for anticipated service needs in future annexation areas.	Program				X	Development Services, (With Williamson County), (With Travis County)	Ongoing - Annexation is currently only voluntary requests per SB6 from the 85th Legislature.

12.2.6	Develop digital tools to provide information and education to the public.	Program				X	Public Information Office	Complete/Ongoing - Launched new website in Nov 2023 and new Citizen University program in Sept 2023.
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EXECUTIVE SUMMARY
3/20/2025

AGENDA SUBJECT:

Acceptance of infrastructure improvements associated with Subdivision Case PICP-21-0040 Palmera Ridge Section 12 for public streets, water and landscape improvements.

BACKGROUND:

Approximately \$146,000.00 in required public infrastructure for streets, water, and landscape improvements for Palmera Ridge Section 12, an 8.26-acre subdivision known as Maple Ranch Apartments, have been installed, inspected, and are substantially completed. All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed 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 March 20, 2025, which will provide warranty and maintenance coverage for the public infrastructure improvements through March 20, 2027. The Engineering Division of the Development Services Department will perform a formal inspection of the improvements approximately 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 maintenance bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

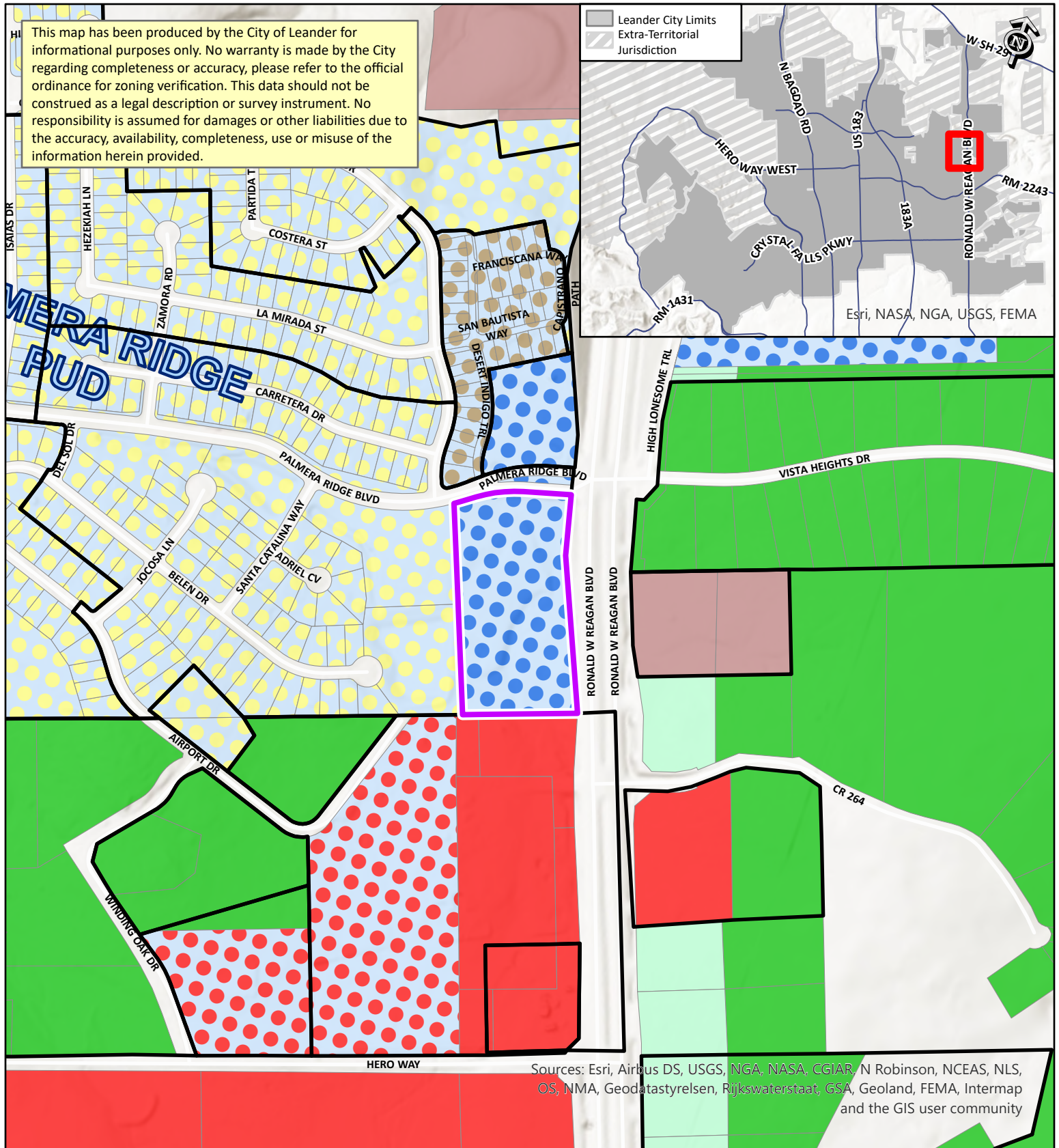
PRESENTER:

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

Fiscal Impact

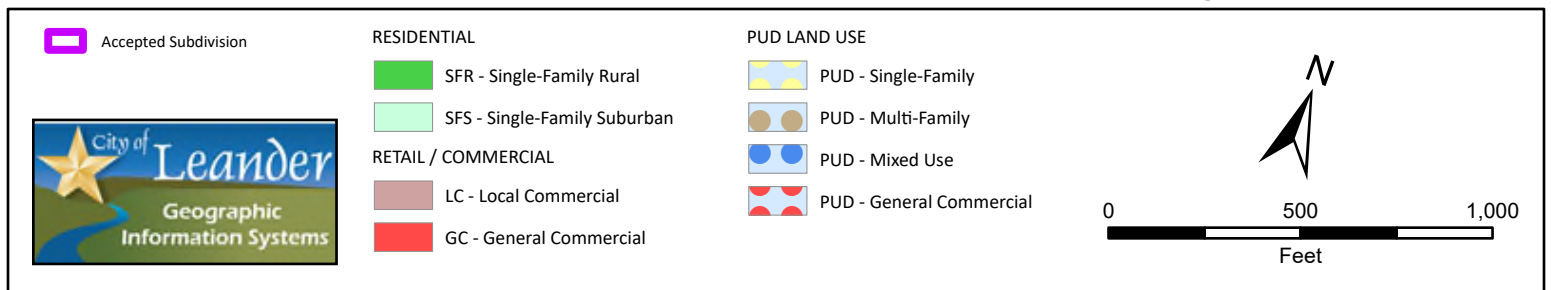
Attachments:

1. Council Close out-PICP-21-0040 Palmera Ridge Section 12



SUBDIVISION ACCEPTANCE

Palmera Ridge Sec 12 - PICP-21-0040





February 1, 2025

Curtis Thigpen – Manager
Paravel Maple Ranch LP
1509 Old West 38th Street, Suite 3
Austin, TX 78731

Re: Maple Ranch – Public Sidewalk Along Ronald Reagan Blvd.

Mr. Thigpen,

I received your letter dated January 30, 2025, indicating all findings outlined in my report dated January 16, 2025, have been corrected. Based on this the sidewalk constructed along Ronald Reagan Blvd. follows the requirements of the Texas Accessibility Standards (TAS).

Sincerely yours,

ACI, Ltd.

A handwritten signature in black ink, appearing to read "R. Roberts", is positioned to the left of the printed name and contact information.

Robin Roberts, RAS, APAC-BE
rroberts@acico.com
512-291-5994

CERTIFICATION PAGE

February 13, 2025

I, Trevor Riek, the undersigned professional engineer certify based upon the written confirmation by the RAS who prepared the letter, that the "Maple Ranch" letter provided is for the PICP-21-0040 Palmera Ridge, Section 12 project.

By: *Trevor Riek*
Trevor Riek, P.E.
Project Manager
Pape-Dawson Engineers



2-13-25

Engineer's Concurrence for Project Acceptance

Project: Palmera Ridge, Section 12 Date: 2/12/2025

City of Leander Issued Permit Number: PICP-21-0040

<u>Owner's Name & Address</u>	<u>Consultant Engineer's Name & Address</u>
<u>Paravel Capital</u>	<u>Pape Dawson Engineers</u>
<u>1509 Old W 38th St #3</u>	<u>10801 N Mopac Expy. Bldg. 3, Suite 200</u>
<u>Austin, TX 78731</u>	<u>Austin, TX 78759</u>

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

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



(SEAL)


Signature
Trevor Riek
Typed Name
Pape-Dawson Engineers
Engineering Firm Name
470
Registered Engineering Firm Number

2/14/2025

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

Attn.,

The following is the information as applicable for Palmera Ridge, Sec

12, PICP-21-0040_of this project. Final Plat Legal Name as Recorded:

Palmera Ridge, Section 12

Name on Approved Construction Documents: Palmera Ridge, Sec. 12__

Name on Bank Bond for Fiscal Posting: PICP-21-0040, Palmera Ridge, Sec 12

(Ensure that each relevant item being submitted is included above)

COSTS CATEGORIES	AMOUNT
Streets	\$86,571.40
Drainage	N/A
Water	\$31,560.47
Wastewater	N/A
Streetlights	N/A
Landscape Improvements	\$27,492
TOTAL	\$145,623.87

Add other relevant information. For example of related items such as a maintenance bond and how much of the value is applied to said item.

Total Improvements =	\$145,623.87
Maintenance Bond (10%) =	\$14,562.38

An example of related items such as the inspection fees and how much of the value is applied to said item.

Total Improvements =	\$145,623.87
Currently Paid Inspection Fees =	\$1,954.58
Inspection Fees (3.5%) =	\$5,096.84
Remaining Insp. Fees to be Paid =	\$3,142.26

Garrison Welch
GWelch@paravelcap.com
770-312-7470
1509 Old W 38th St #3, Austin, TX 78731



2-14-25

Notes:

- All public improvements shall be summarized in the table(s) above. This must be supported with an itemized engineering cost summary and any related pay apps for the project.
- Above template applies to submittals related to the costs of the project, to include items such as the Maintenance Bond, Performance Bond, Payment Bond, Payment Bonds, Escrow, Letter of Credit, any other types of bonds, inspection fee settle up, etc.
- Of note "inspection fees" will be calculated from the total construction costs of all public improvements, outside of private improvements per Sec A3.003 (4) "Construction plan review and inspection fee: 3.5% of construction cost (paid at the time of the plan review application - verification and adjustment prior to city acceptance with project engineer's signed and sealed certified copy of the final cost of all improvements dedicated to the city or equivalent private infrastructure)."
- The original maintenance bond must be provided by the developer.
- Any bond submitted to the City must be the original.
- All change orders will be submitted as a separate document with the above details specified as if it was being submitted as a standalone document. This will be done for each change order being submitted to the City.
- The closeout packet may not be accepted, if any of the above annotated information does not match with all of the relevant supporting documents.

Bond #GSI4500529

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Franklin Construction, Ltd. as Principal, whose address is 18951 Bandera Rd. Helotes, TX 78023 and The Gray Casualty & Surety Company a Corporation organized under the laws of the State of Louisiana, 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 fourteen thousand five hundred sixty-two and thirty-eight hundredths Dollars (\$ 14,562.38) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Palmera Ridge, SEC 12 PICP-21-0040 (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.

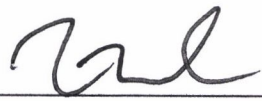
The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where 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 7th day of February, 20 25

Franklin Construction, Ltd.
Principal

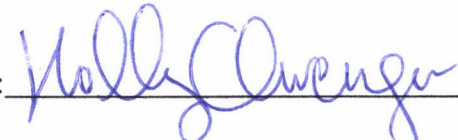
By: 

Title: VP OF CONSTRUCTION

Address: 18591 Bandera Road

Helotes, TX 78023

The Gray Casualty & Surety Company
Surety

By: 

Title: Holly Clevenger, Attorney-in-Fact

Address: PO Box 6202

Metairie, LA 70009

The name and address of the ~~Resident~~ Agent of Surety is:
Non-Resident

Holly Clevenger

500 N. Akard Street., Suite 4300, Dallas, TX 75201

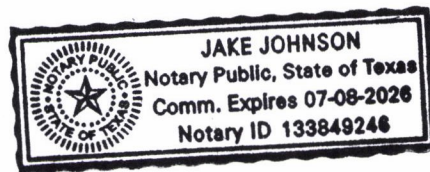
(Seal)

State of Texas

County of Bexar

Before me, Jake Johnson, on this day personally appeared Karl Wanke, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of February, 2025.




Notary Public's Signature

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GSI4500529

Principal: Franklin Construction, Ltd.

Project: Palmera Ridge, SEC 12 21-PICP-04

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Victoria M. Campbell, Cheryl M. Husted, Christine Clinger, Sarah Bracy, Laurie Pflug, Holly Clevenger, and Wendy Lewis of Irvine, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

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

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 7th day of February, 2025.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 7th day of February, 2025.





The Gray Insurance Company
The Gray Casualty & Surety Company

Statutory Complaint Notice

To obtain information or to make a complaint:

You may contact the Surety via telephone for information or to make a complaint at: 1-504-754-6711.

You may also write to the Surety at:

Gray Surety
P.O. Box 6202
Metairie, LA 70009-6202

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

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

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

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become part of condition of the attached document. This notice is written under a complete reservation of rights. Nothing herein shall be deemed to be an estoppel, waiver or modification of any of Gray's rights or defenses, and Gray hereby reserves all of its rights and defenses under any general agreement of indemnity, contracts, agreements, bonds, or applicable law.

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

STATE OF TEXAS
COUNTY OF

Date: 2/4/2025

Developer: Paravel Capital

Contractor/Material
Provider ("Affiant"):
Franklin Construction Ltd.

Project: PICP-21-0040 Maple Ranch

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 04 day of February, 2025.

Initialed: 

PAGE 1 of 2

AFFIANT:

Signature: _____

Typed Name: Jake Johnson

Title: VP - Accounting

STATE OF TEXAS
COUNTY OF Bexar

BEFORE ME the undersigned authority on this day personally appeared Jake Johnson, 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.

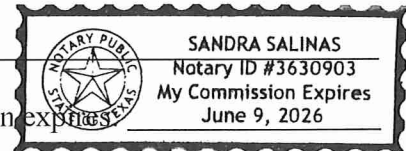
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of Feb 2025

[S E A L]

Sandra Salinas
Notary in and for the State of Texas

Name: _____

My commission expires _____



Initialed: [Signature]



EXECUTIVE SUMMARY
3/20/2025

AGENDA SUBJECT:

Acceptance of Infrastructure Improvements associated with Subdivision Case PICP-24-0150 the Michelle Subdivision for public streets, concrete systems, drainage and storm, water, wastewater, streetlights, landscape, and pond improvements.

BACKGROUND:

Approximately \$1.25 million in required public infrastructure for streets, concrete systems, drainage/storm, water, wastewater, streetlights, landscape, and pond improvements for the Michelle Subdivision, a 9.34-acre, 6-lot commercial site, has been installed, inspected, and is substantially completed. All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed 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 March 20, 2025, which will provide warranty and maintenance coverage for the public infrastructure improvements through March 20, 2027. The Engineering Division of the Development Services Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the maintenance bond to ensure that any defects in materials, quality construction, or maintenance are corrected prior to the expiration of the maintenance bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

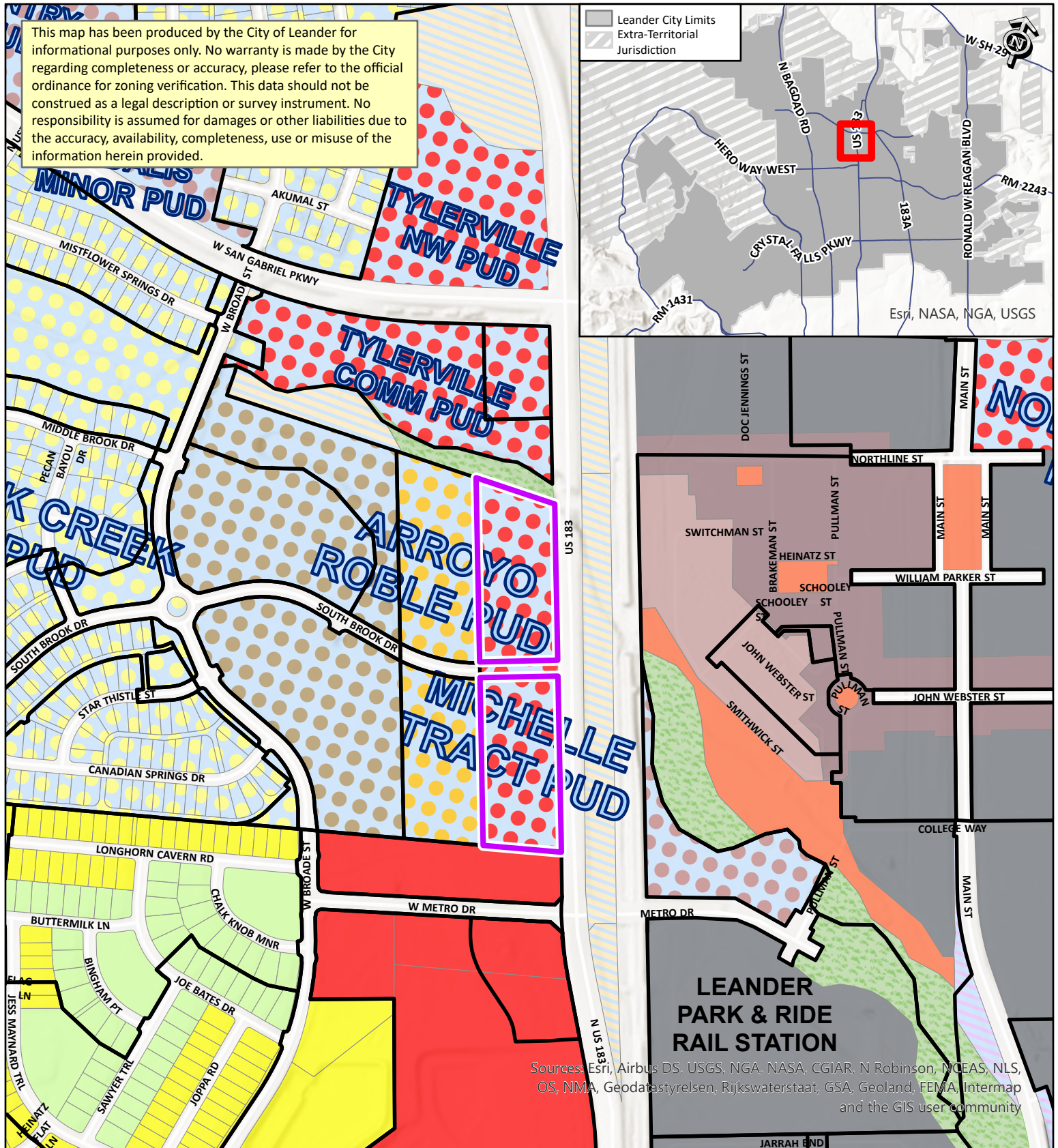
PRESENTER:

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

Fiscal Impact

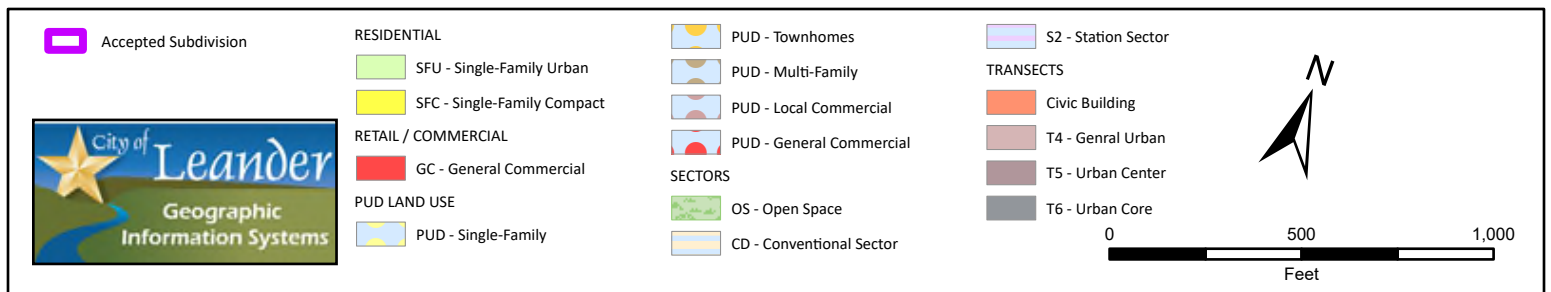
Attachments:

1. Michelle Subdivision Closeout Documents



SUBDIVISION ACCEPTANCE

Michelle - PICP-24-0150





ADA Assistance

107 Meadow Woods, Kyle TX 78640 (512) 787-3687 Fax (866)268-1810
Email: robert@adaassistance.com Internet: www.adaassistance.com

DATE: March 3, 2025

TO: Megan Frey
Endeavor Real Estate Group
500 W 5th Street #101
Austin TX 78701

FROM: Robert Ronson, RAS #16

PROJECT: South Brook Shops Michelle Subdivision - PICP-24-0150
145 South Brook Dr
Leander TX 78641

Inspection performed: 3/3/2025

SUBJECT: INSPECTION COMPLETED – NO VIOLATIONS

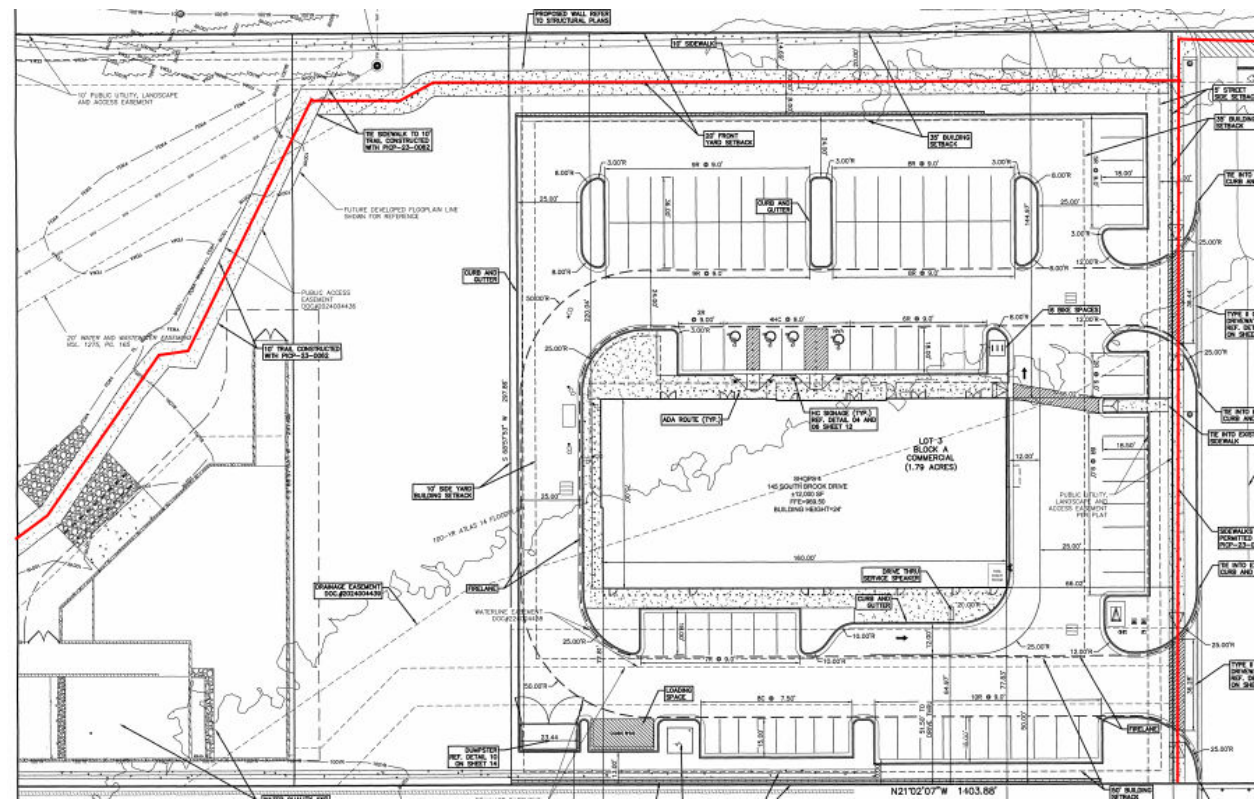
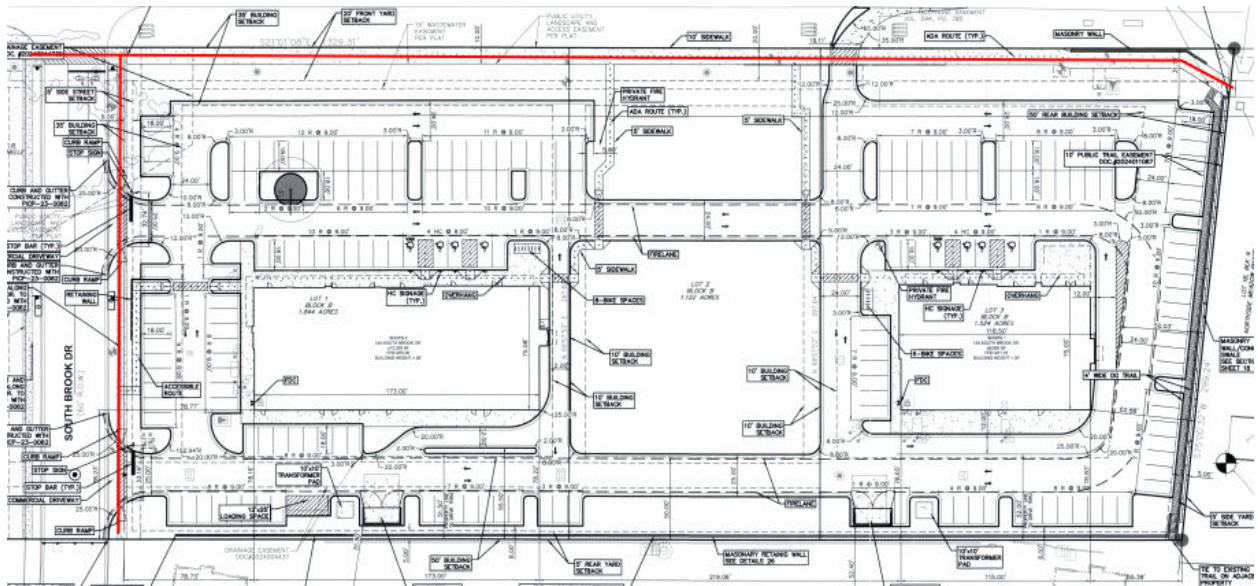
We are pleased to inform you that the referenced project has been inspected and no non-compliant items were found so the project appears to be in substantial compliance with provisions of the Texas Government Code, Chapter 469. Specifically inspected were pedestrian elements within the scope of the referenced project that were constructed at the time of the inspection: 10' sidewalks along US Hwy 183 and 6' sidewalks along both sides of South Brook Drive and the 10' wide trail along the water quality pond (shown in red on the attached site plans).

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

Also note, this project is understood to be under \$50,000 in value and not subject to review and/or inspection under current state law, therefore this report is advisory in nature only and does not constitute a requirement under the Texas Architectural Barriers Act.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Robert Ronson at (512) 787-3687.

NOTE: The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.



END OF REPORT

NOTE: The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.

Engineer's Concurrence for Project Acceptance

Project: Michelle Subdivision Public Improvement Construction Plans **Date:** 2/18/2025

City of Leander Issued Permit Number: PICP 24-0150

Owner's Name & Address

OP III LEANDER MICHELLE TRACT, LP
500 W. 5th Street, Suite 700
Austin, TX 78701

Consultant Engineer's Name & Address

Jonathan E. McKee, P.E.
9442 N Capital of Texas Hwy Suite, 340
Austin, TX 78759

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.



Signature

Jonathan E. McKee, P.E.

Typed Name

Garza EMC

Engineering Firm Name

F-14629

Registered Engineering Firm Number



MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Flynn Construction, Inc.
as Principal, whose address is 4638 South Lamar Blvd and
Austin, Tx 78745 a Corporation organized under the
laws of the State of Texas, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of One Hundred Twenty Four Thousand Five Hundred Forty Two Dollars & 37/100 Cents Dollars
(\$ 124,542.38) 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 (Michelle-Subdivision - PICP 24-
0150) (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 17th day of February, 2025.

Flynn Construction, Inc.

Principal

By: 

Title: Preston Flynn President

Address: 4638 South Lamar Blvd

Austin, Tx 78745

Merchants Bonding Company Mutual

Surety

By: 

Title: Jeff Husk Attorney-In-Fact

Address: PO Box 14498

Des Moines, IA 50306

The name and address of the Resident Agent of Surety is: Jeff Husk - Watkins Insurance Group

3834 Spicewood Springs Rd #100

Austin, Tx 78759

(Seal)

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andy Webb; April M Terbay; James F Siddons; Jeff Husk; Patrick L Watkins; Sheila Pennington Noxon

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.
In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



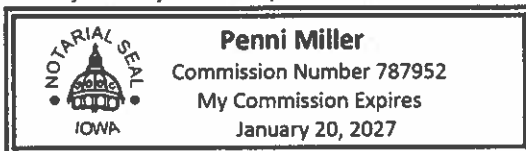
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of February, 2025.



Elisabeth Sandersfeld
Secretary

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Merchants Bonding Company (Mutual)

Call: Compliance Officer at (800) 671-8171

Toll-free: (800) 671-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, Iowa 50306-3498

To get insurance information you may also contact your agent:

Watkins Insurance Group

Call: 512-452-8877

Mail: 3834 Spicewood Springs Road, #100, Austin, Texas 78759

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,

PO Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros o

HMO: Merchants Bonding Company (Mutual)

Llame a: Compliance Officer al (800) 671-8171

Teléfono gratuito: (800) 678-8171

Correo electrónico: regulatory@merchantsbonding.com

Dirección postal: P.O. Box 14498 , Des Moines, Iowa, 50306-3498

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

02/17/2025

Lynn Bradshaw / Michael Duval
City of Leander
201 N. Brushy Street
Leander, TX 78641

Attn.,

The following is the information as applicable for the Final Cost & Quantities report for the PICP portion of the project, to determine the 2-yr Maintenance Bond amount.

Final Plat Legal Name as Recorded: Michelle Subdivision Final Plat
Name on Approved Construction Documents: Michelle Subdivision, File No.: PICP-24-0150
Name on Bank Bond for Fiscal Posting: Flynn Construction, Inc.

<i>SOUTH BROOK COST & QUANTITIES</i>	
COST CATEGORIES	AMOUNT
Streets	\$ 133,231.50
Concrete Systems	\$ 133,430.42
Drainage / Storm	\$ 421,428.43
Water	\$ 240,021.45
Wastewater	\$ 88,267.12
Street Lights	\$ 20,000.00
Landscape Improvements	\$ 49,683.00
Pond	\$ 104,650.98
Wet Utility Change Orders	\$ 54,710.37
TOTAL	\$ 1,245,423.27

Total Improvements = \$1,245,423.27

Maintenance Bond (10%) = \$124,542.33

Contact Information: Jonathan E. McKee, P.E.
9442 N. Capital of Texas Hwy, Plaza One, Suite 340
Austin, Texas 78759
jmckee@garzaemc.com
(512) 298-3284



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

STATE OF TEXAS
COUNTY OF

Date: 2.17.2025

Developer: Endeavor Real Estate Group
500 W. 5th Street, Suite 700, Austin, TX 78701

Contractor/Material Flynn Construction
Provider ("Affiant"): 4638 S. Lamar Blvd., Austin, TX 78745

Project: Michelle Subdivision PICP-24-0150

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 17th day of February, 2025.

Initialed: 

PAGE 1 of 2

AFFIANT:

Signature: _____

Typed Name: _____

Title: _____

Zachary Coates
Zachary Coates
Sr. Project Manager

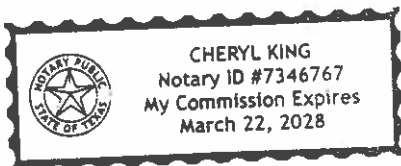
STATE OF TEXAS

COUNTY OF TYNIS

BEFORE ME the undersigned authority on this day personally appeared ZACHARY COATES, 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 17 day of Feb, 2025.

[S E A L]



Cheryl King
Notary in and for the State of Texas
Name: Cheryl King
My commission expires: 3-22-28

Initialed: _____

mc

PAGE 2 of 2



EXECUTIVE SUMMARY
3/20/2025

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding the Oak Grove Estates Annexation Case A-24-0016 and the adjacent 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 right-of-way known as CR 175; and generally located east of CR 175, approximately 250 feet north of Carthage Street, Leander, Williamson County, Texas.

BACKGROUND:

A resolution was adopted on February 6, 2025, and commenced the voluntary annexation of 20.536 acres $\pm$ as described above. The resolution set 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 approve the annexation. Zoning Case Z-24-0147 is associated with this annexation. This proposal involves amending the Comprehensive Plan Future Land Use Map from Employment Center to Neighborhood Residential, which the city council approved on February 6, 2025, as well as changing the zoning to SFE-2-A (Single-Family). The SFE-2-A (Single-Family) zoning district allows for large lot development with a minimum lot size of eighty (80') feet.

Staff recommends approval. Action on this item does not approve the zoning but does approve the annexation.

HISTORY/TIMELINE:

02/06/2025 – Resolution Adopted

03/06/2025 – City Council, Public Hearing

APPLICANT/AGENT:

CR 175 Investments, LLC. (Josh Becker)

RECOMMENDATION:

The City Council approved the First Reading of the Ordinance on March 6, 2025, and staff recommends approval of the Second Reading of the Ordinance.

PRESENTER:

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

Fiscal Impact

Attachments:

1. A-24-0016 Att 1 Oak Grove Estates Annexation Ordinance
2. A-25-0020 Att 2 Oak Grove Estates Right of Way Annexation Ordinance
3. A-24-0016 & A-25-0020 Att 3 Oak Grove Estates - Location Map
4. A-24-0016 A-24-0020 Att 4 Oak Grove Estates - Aerial Map

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 20.536 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit A**.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

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.).

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.

Both tracts being more particularly described in **Exhibit B** attached hereto and incorporated

herein for all purposes.

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as **Exhibit A**.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of the services agreement attached hereto as **Exhibit A**, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District “SFR-1-B” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established, therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov’t. Code*.

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov’t. Code*.

PASSED AND APPROVED on First Reading this 6th day of March, 2025.

FINALLY PASSED AND APPROVED on this 20th day of March, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

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.

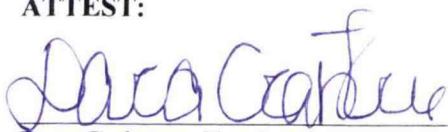
(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(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 6 day of February, 2025.

ATTEST:


Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS


Todd Parton, City Manager

LANDOWNER(S):

Signature: _____

Name (print): Josh Becker

Title: Manager

Date: 12/13/24

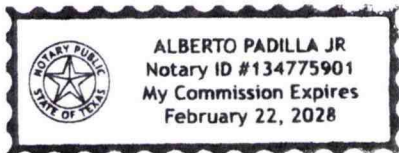
STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared 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)



Notary Public - State of Texas

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.

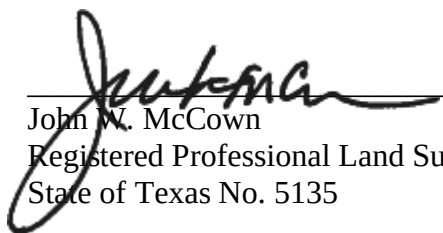
Bearings are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983.

I hereby certify that this survey was made on the ground under my direction and supervision.

6-27-2023
Date

SURVTEX, LLC
600 W. Whitestone Blvd.
Cedar Park, TX 78613
(512) 249-8875
TBPELS Firm No. 10084600




John W. McCown
Registered Professional Land Surveyor
State of Texas No. 5135

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.

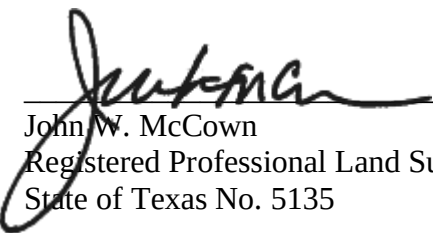
Bearings are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983.

I hereby certify that this survey was made on the ground under my direction and supervision.

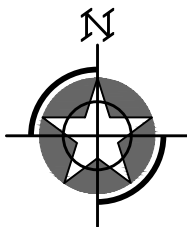
6-27-2023

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

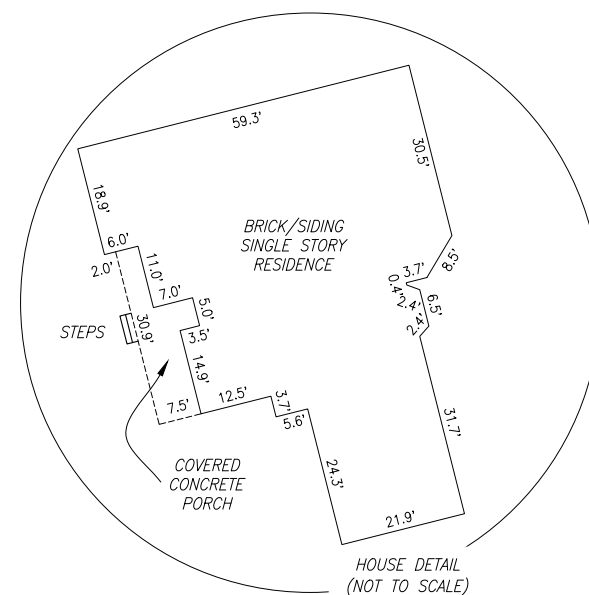
CSM-MASON
TRACT ONE
CALLED 168-4/10 ACRES
DOC. NO. 2011086909 O.P.R.W.C.T.

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. : 22001726CPK
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



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING A PORTION OF CR 175 LOCATED IN AND OWNED BY WILLIAMSON COUNTY, TEXAS; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home-rule municipality authorized by Texas Local Government Code § 43.1055 to annex right of way that is contiguous to the City's boundary or to an area being simultaneously annexed after providing notice to the owner of the right of way of the intent to annex right of way and allowing the owner of the right of way 61 days to provide written objection to the proposed right of way; and

WHEREAS, the City of Leander has provided notice to the owner of the right of way of the intended annexation of a portion of CR 175 and 61 days have elapsed without objection from the owner of the right of way; and

WHEREAS, the property is contiguous to the present city boundary or to an area being simultaneously annexed by the City of Leander.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. That certain portion of Nameless Road described in greater detail in **Exhibit A** attached hereto and incorporated by reference herein for all purposes is hereby annexed into the corporate boundaries of the City of Leander Texas.

SECTION 4. That the official map and boundary of the City, heretofore adopted and amended be and hereby are amended so as to include the annexed right of way as part of the City of Leander.

SECTION 5. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

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

PASSED AND APPROVED on First Reading this 6th day of March, 2025.

FINALLY PASSED AND APPROVED on this 20th day of March 2025.

ATTEST:

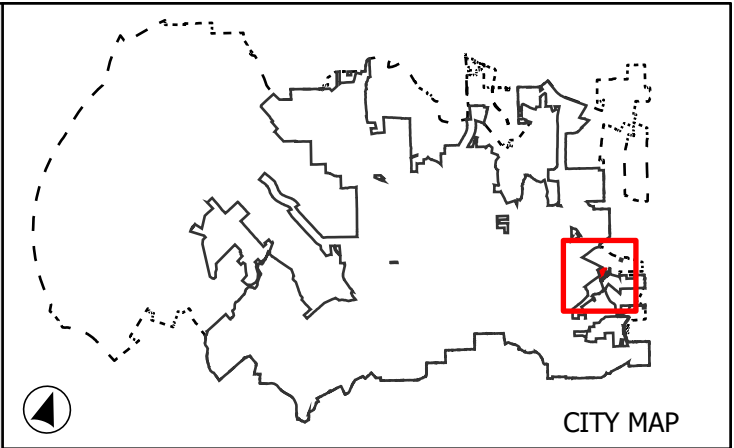
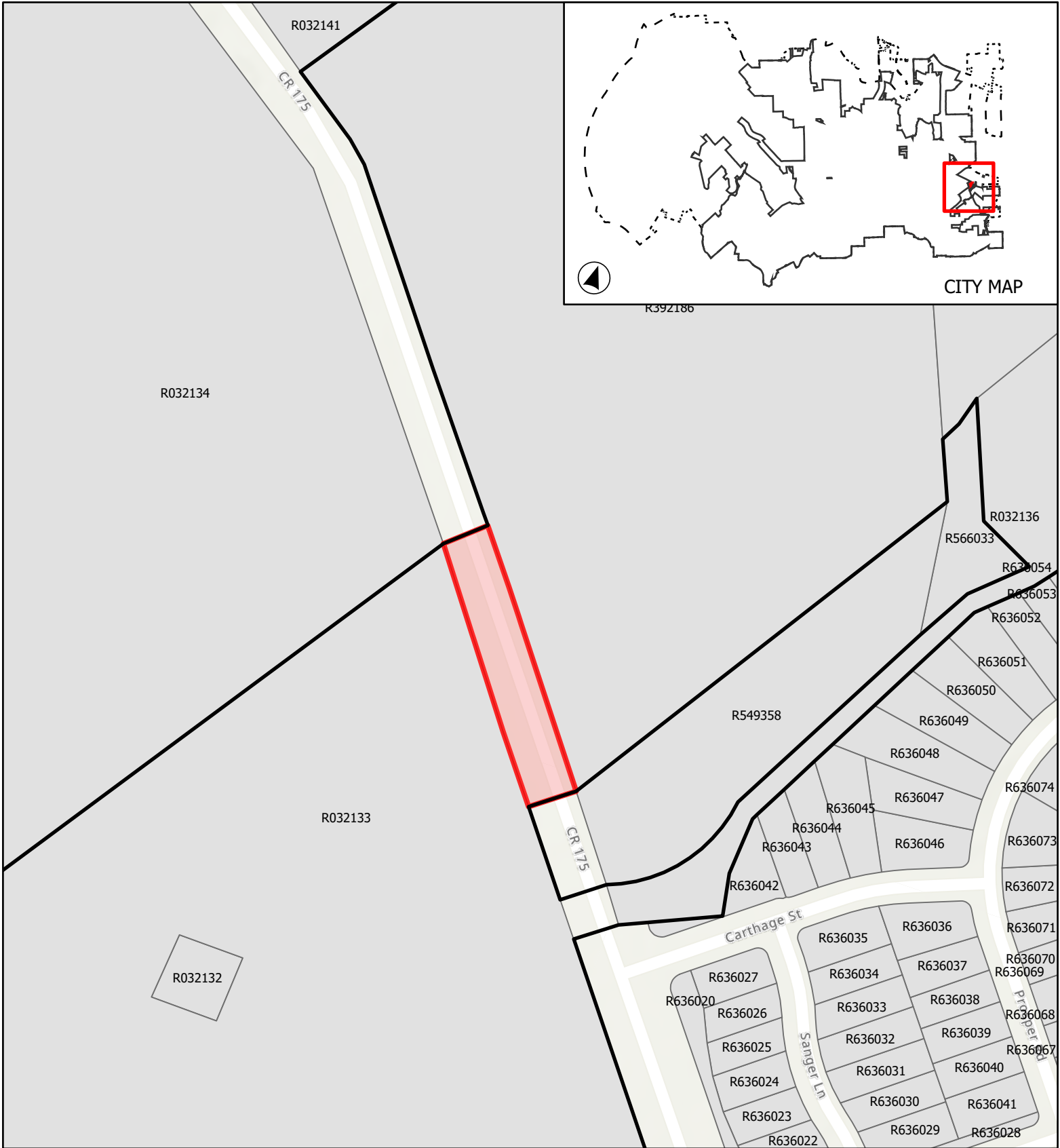
CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

**ANNEXED RIGHT OF WAY
[SEE ATTACHED]**



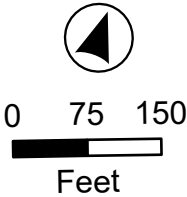
CASE: A-24-0016 &
A-25-0020

Exhibit A

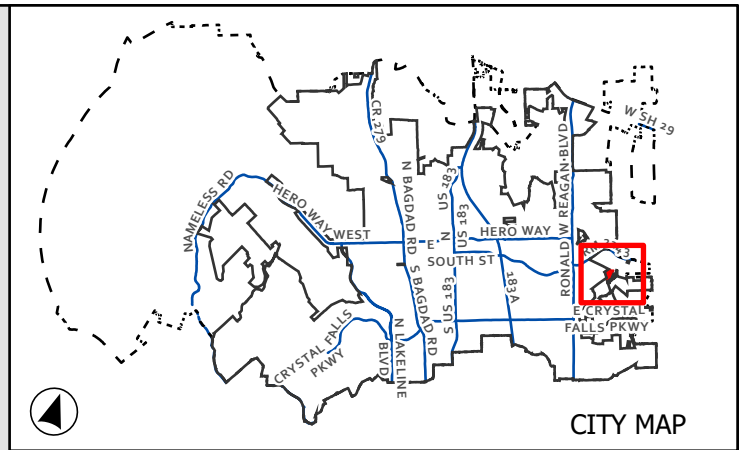
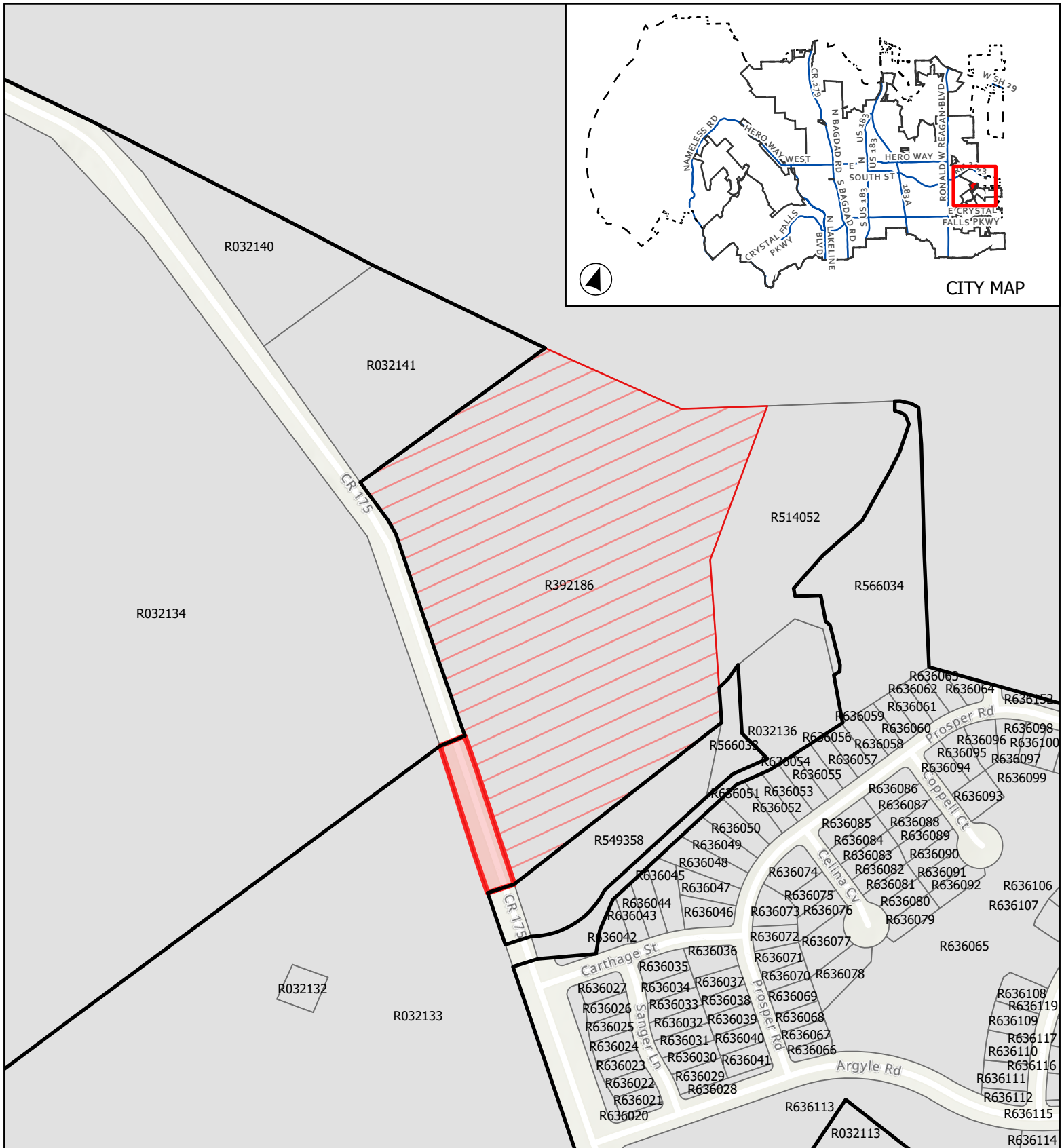
OAK GROVE ESTATES

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



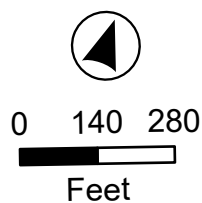
CASE: A-24-0016 & A-25-0020

ATTACHMENT 3

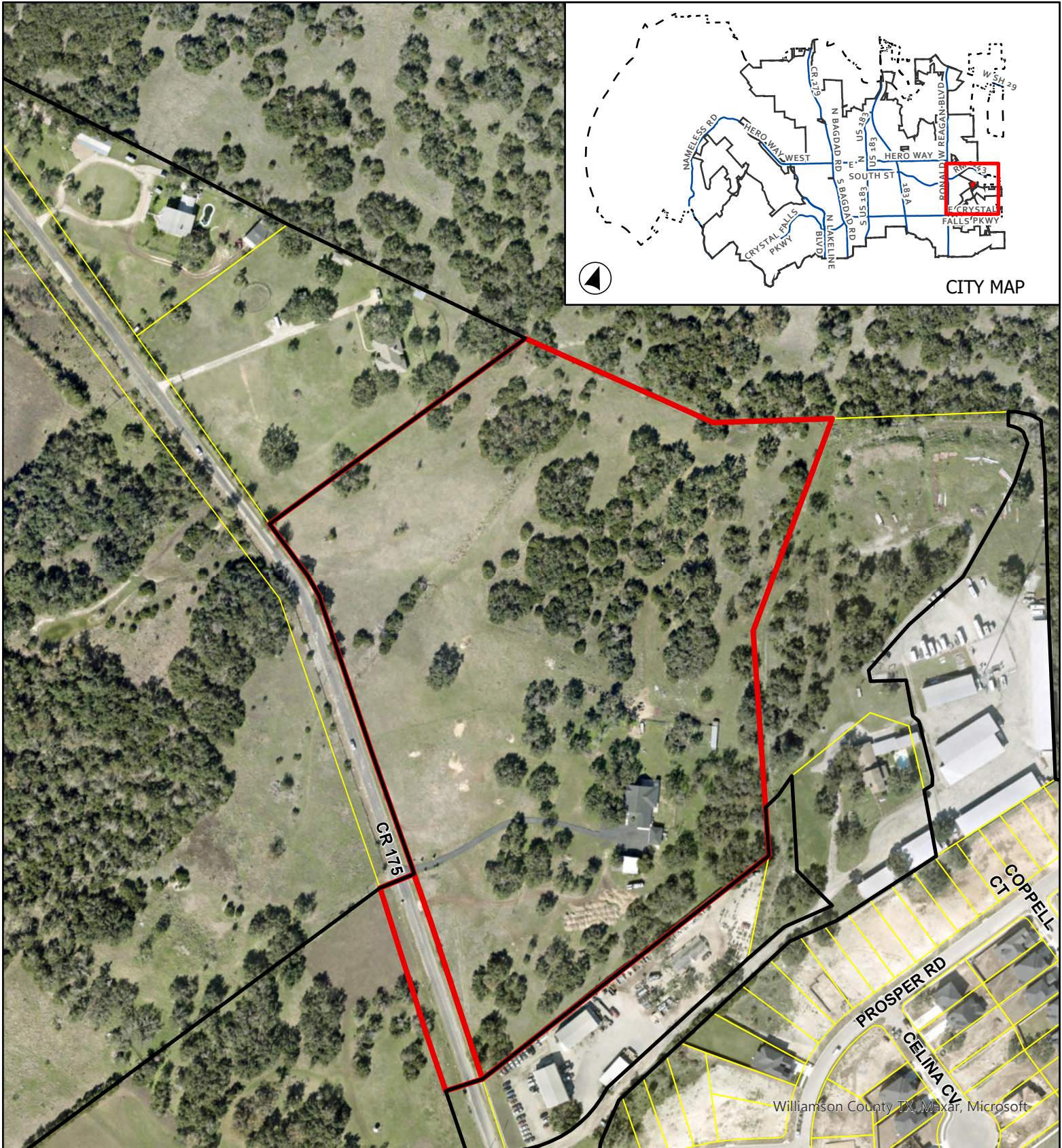
OAK GROVE ESTATES
VOLUNTARY ANNEXATION

Location Map

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- City Limits
- ETJ
- Subject Boundary
- Subject Boundary - ROW
- Parcels



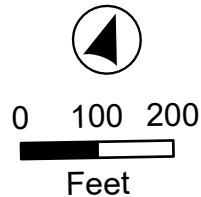
**CASE: A-24-0016
& A-25-0020**

ATTACHMENT 4

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



EXECUTIVE SUMMARY
3/20/2025

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance 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 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.

BACKGROUND:

This request is the final step in the 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 is being reviewed concurrently with this zoning request. This zoning request includes 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.

Attachment #1 – The Planning Analysis is provided as Attachment #1 and provides more details about the request and the subject property, including the current zoning, special considerations, surrounding property description, future land use plan for the area, and a description of the requested zoning.

Attachment #2 – A current zoning map is provided as Attachment #2. This map identifies the zoning of the subject property and the zoning of the surrounding properties.

Attachment #3 – A future land use map is provided as Attachment #3. This map identifies the future land use categories that were approved by the City Council as part of the Comprehensive Plan for the subject property and surrounding area.

Attachment #4 – A map identifying the properties that received a public notice is provided as Attachment #4. The City mailed a letter to all property owners within 200 feet and the applicant contacted all residential property owners and Home Owners Associations (HOAs) within 500 feet.

Attachment #5 – The proposed zoning map is provided as Attachment #5. This map identifies the proposed zoning of the subject property as well as the current zoning of the adjacent properties.

Attachment #6 – An aerial map is provided as Attachment #5. This map provides digital imagery of the subject property that was collected on a specific date in time.

Attachment #7 – A letter of intent is provided as Attachment #8. This letter is provided by the applicant in order to explain the purpose of their zoning request.

Attachment #8 – Documentation associated with the applicant’s neighborhood outreach are provided as Attachment #9. The applicant provides a summary of the outreach and any associated documents or letters that are shared with the residential neighbors.

Attachment #9 – Attachment #9 includes the ordinance for the zoning case. The City Council uses ordinances to amend the zoning of a property. Ordinances provide a description of the subject property and zoning change. There are two readings needed to finalize the zoning.

Attachment #10 – The Planning & Zoning Commission meeting minutes are included as Attachment #10. These minutes are provided to document the action taken by the Commission.

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. The Comprehensive Plan amendment was approved by the City Council during the February 6, 2025 meeting.

HISTORY/TIMELINE:

07/18/2024 – City Council, Development Proposal

01/09/2025 – Planning & Zoning, 1st Public Hearing

02/06/2025 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance (Z-24-0147)

02/06/2025 – City Council, 2nd Public Hearing & Final Reading of the Ordinance (CPA-24-0015)

APPLICANT/AGENT:

CR 175 Investments, LLC. (Josh Becker)

RECOMMENDATION:

The City Council unanimously approved the First Reading of the Ordinance on February 6, 2025. Staff recommends approval of Second Reading of the Ordinance.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-24-0147 Att 1 Planning Analysis - Oak Grove Estates
2. Z-24-0147 Att 2 Current Zoning - Oak Grove Estates
3. Z-24-0147 Att 3 FLU Map - Oak Grove Estates
4. Z-24-0147 Att 4 Public Notification - Oak Grove Estates
5. Z-24-0147 Att 5 Proposed Zoning - Oak Grove Estates
6. Z-24-0147 Att 6 Aerial Map - Oak Grove Estates
7. Z-24-0147 Att 7 Letter of Intent - Oak Grove Estates
8. Z-24-0147 Att 8 Neighborhood Outreach - Oak Grove Estates
9. Z-24-0147 Att 9 Ordinance - Oak Grove Estates
10. Z-24-0147 Att 10 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.

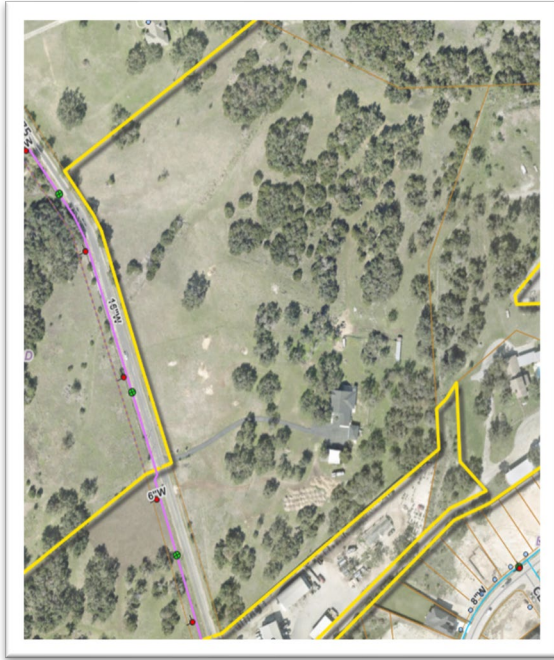


Figure 1 Water

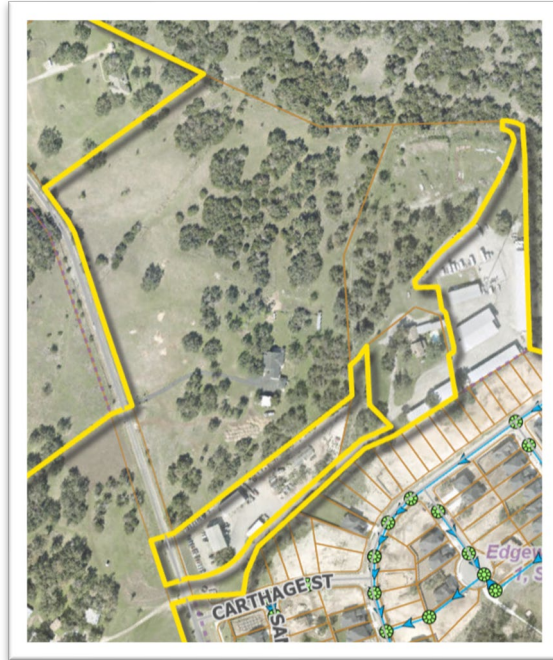


Figure 2 Wastewater

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:

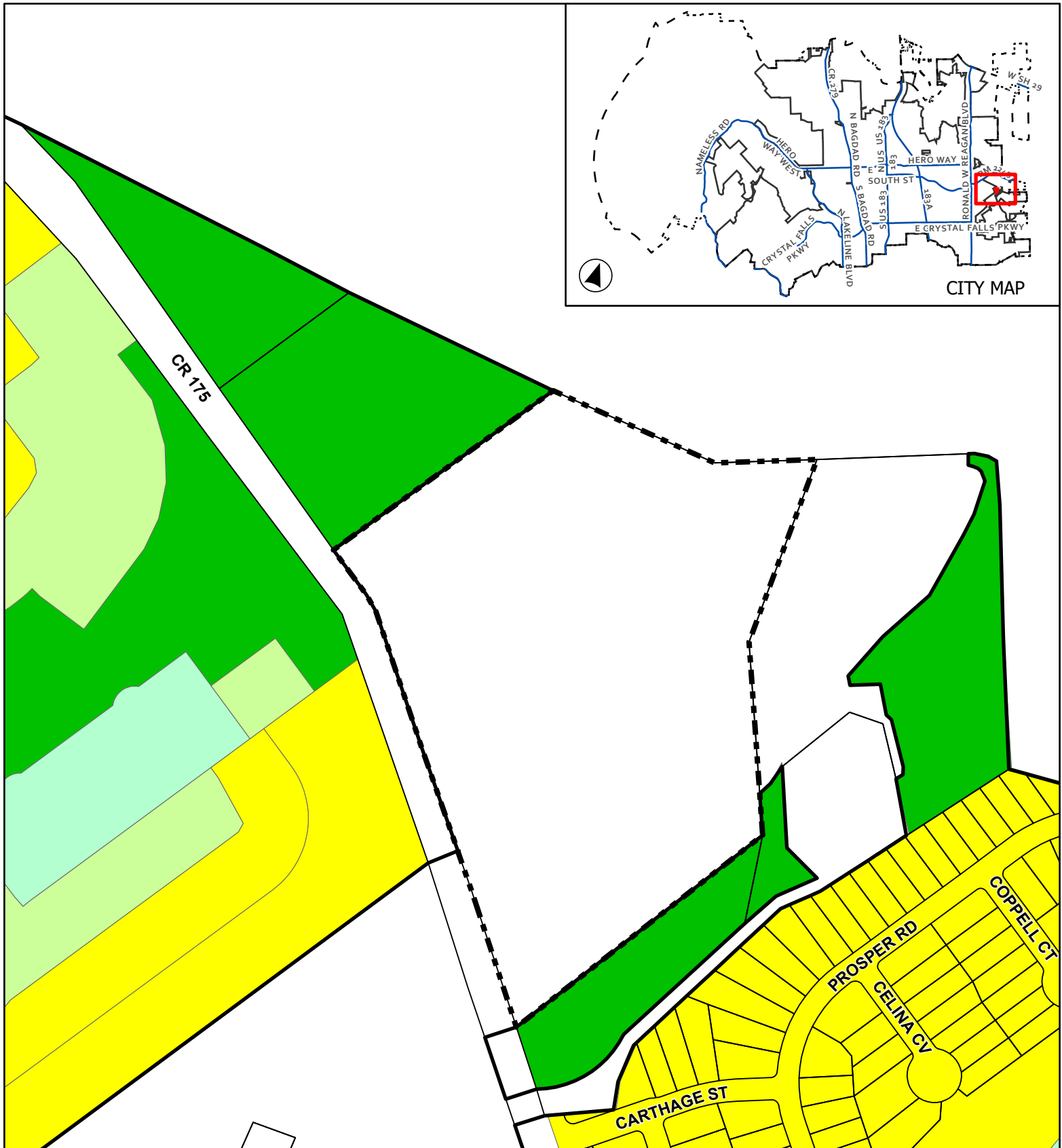
In addition to the notice mailed on behalf of the City to all property owners within 200', the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's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

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

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural

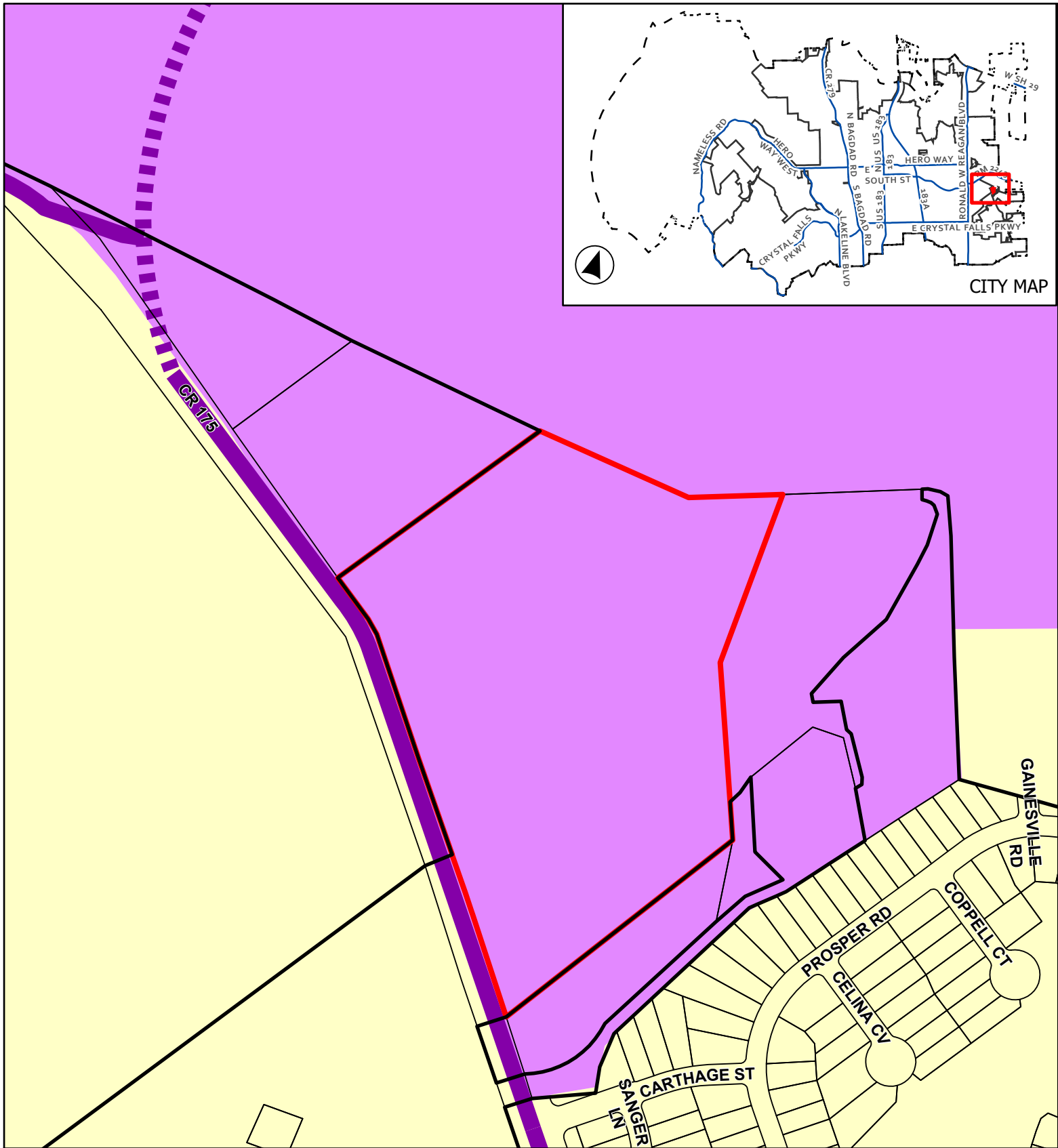
- SFS - Single-Family Suburban
- SFU - Single-Family Urban
- SFC - Single-Family Compact



0 105 210



Feet



CASE: CPA-24-0015 & Z-24-0147 ATTACHMENT 3 OAK GROVE ESTATES

Future Land Use Map



0 125 250



Feet

- Leander City Limits
- ETJ Boundary
- Subject Boundary

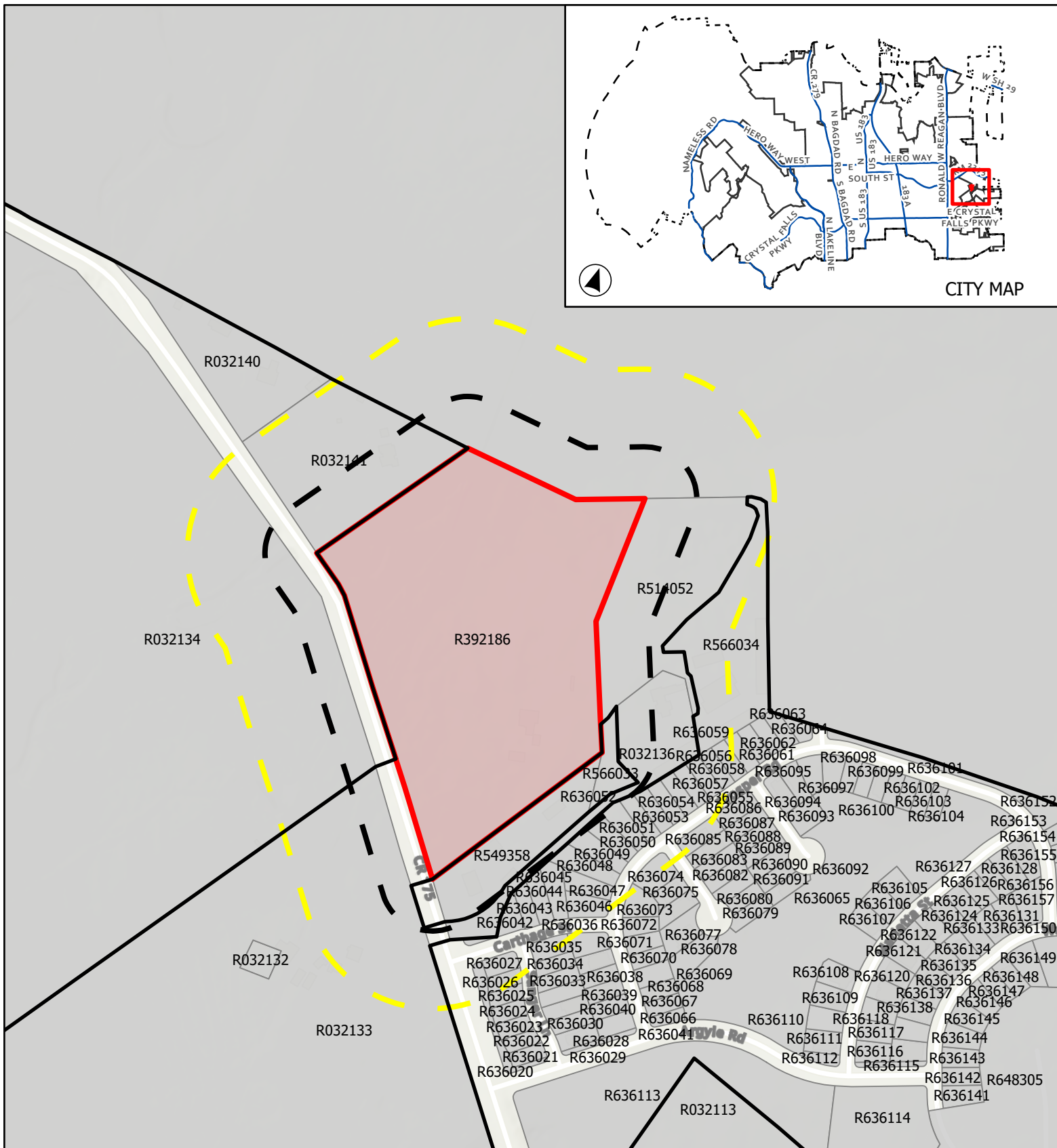
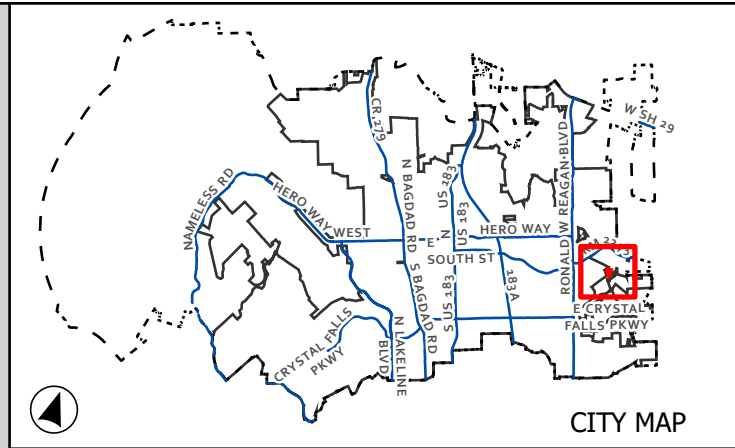
Future Land Use

- Neighborhood Residential
- Activity Center

Thoroughfare Plan

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

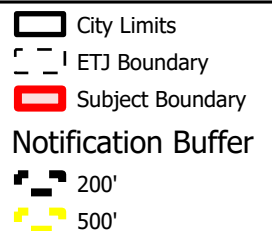
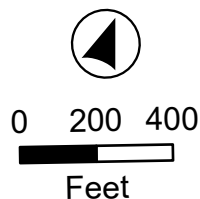
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

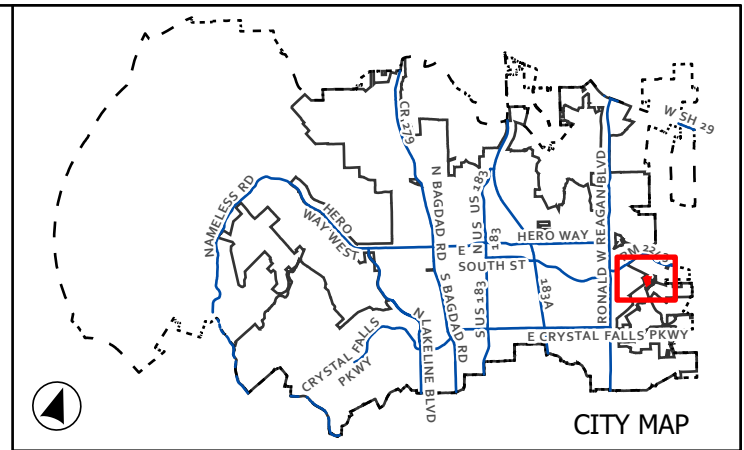
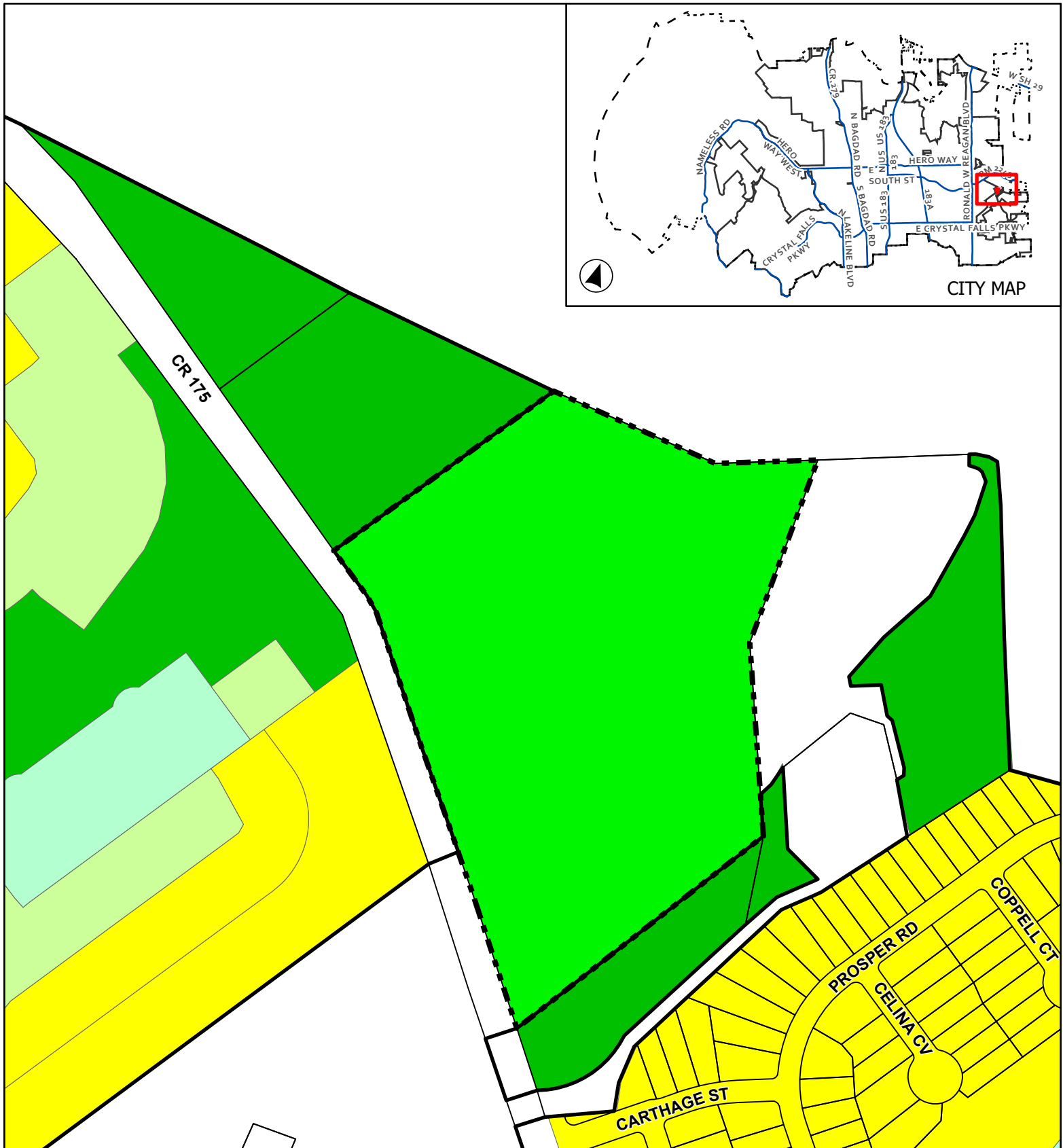


CASE: CPA-24-0015 & Z-24-0147 ATTATCHMENT 4 OAK GROVE ESTATES

Public Notification

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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

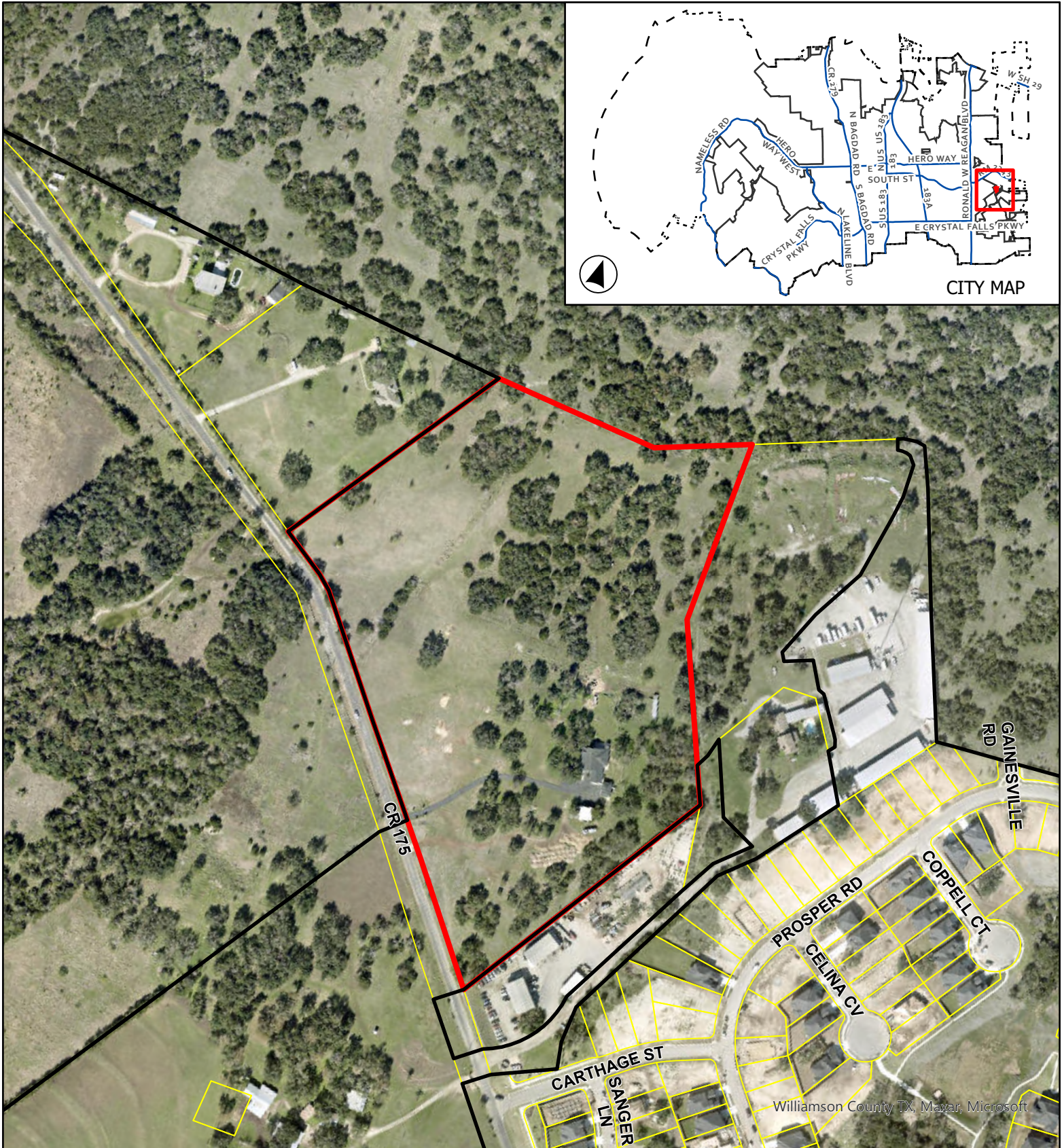
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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



0 105 210



Feet



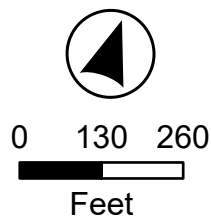
CASE: CPA-24-0015 &
Z-24-0147

ATTACHMENT 6

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, appearing to be "Josh Becker", with a long horizontal line 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?

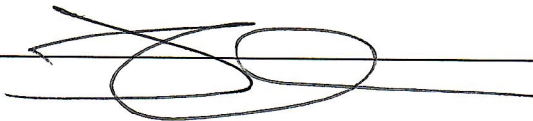
No concerns have been raised as of the submittal of this packet.

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.

512-909-4744

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 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 March, 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
3/20/2025

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding the Bagdad Retail Center Annexation Case A-24-0014 and the adjacent ROW of Bagdad Road and CR 281 Annexation Case A-24-0018 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:

A resolution was adopted on February 6, 2025, and commenced the voluntary annexation of 4.586 acres $\pm$ as described above. The resolution set 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 on 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.

The applicant is proposing to develop a gas station at this location and wishes to connect to City water. The property was previously in the City of Liberty Hill's ETJ and was recently released. The subject property is located within the City of Leander water CCN and the Liberty Hill wastewater ETJ.

Staff recommends approval.

HISTORY/TIMELINE:

02/06/2025 - Resolution Adopted

03/06/2025 - City Council, Public Hearing

APPLICANT/AGENT:

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

RECOMMENDATION:

The City Council approved the First Reading of the Ordinance on March 6, 2025, and staff recommends approval of the Second Reading of the Ordinance.

PRESENTER:

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

Fiscal Impact

Attachments:

1. A-24-0014 Att 1 Bagdad Retail Center Annexation Ordinance 1
2. A-25-0018 Att 2 Bagdad Retail Center Right of Way Annexation Ordinance
3. A-24-0014 & A-25-0018 Att 3 Bagdad Retail Center - Aerial Map

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 4.227 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit A**.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

Being 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 being more particularly described in **Exhibit B** attached hereto and incorporated herein for all purposes.

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as **Exhibit A**.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of the services agreement attached hereto as **Exhibit A**, and are

further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District “SFR-1-B” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established, therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov’t. Code*.

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov’t. Code*.

PASSED AND APPROVED on First Reading this 6th day of March, 2025.
FINALLY PASSED AND APPROVED on this 20th day of March, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

SERVICE AGREEMENT

[SEE ATTACHED]

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.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING A PORTION OF CR 281 LOCATED IN AND OWNED BY WILLIALSON COUNTY, TEXAS; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home-rule municipality authorized by Texas Local Government Code § 43.1055 to annex right of way that is contiguous to the City's boundary or to an area being simultaneously annexed after providing notice to the owner of the right of way of the intent to annex right of way and allowing the owner of the right of way 61 days to provide written objection to the proposed right of way; and

WHEREAS, the City of Leander has provided notice to the owner of the right of way of the intended annexation of a portion of CR 281 and 61 days have elapsed without objection from the owner of the right of way; and

WHEREAS, the property is contiguous to the present city boundary or to an area being simultaneously annexed by the City of Leander.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. That certain portion of CR 281 described in greater detail in **Exhibit A** attached hereto and incorporated by reference herein for all purposes is hereby annexed into the corporate boundaries of the City of Leander Texas.

SECTION 4. That the official map and boundary of the City, heretofore adopted and amended be and hereby are amended so as to include the annexed right of way as part of the City of Leander.

SECTION 5. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

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

PASSED AND APPROVED on First Reading this 6th day of March, 2025.

FINALLY PASSED AND APPROVED on this 20th day of March, 2025.

ATTEST:

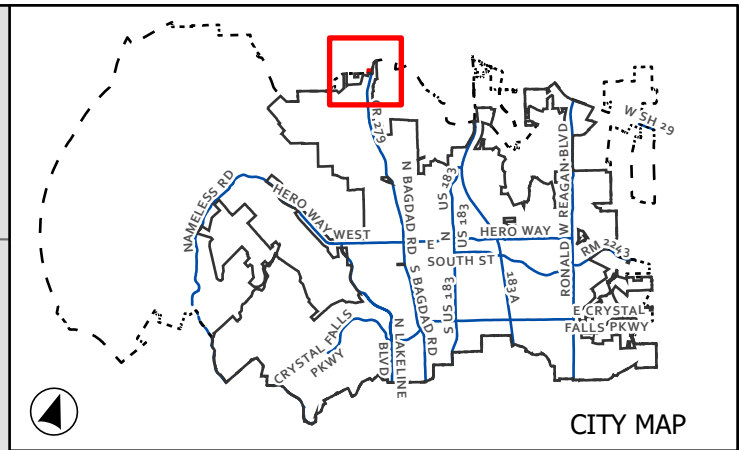
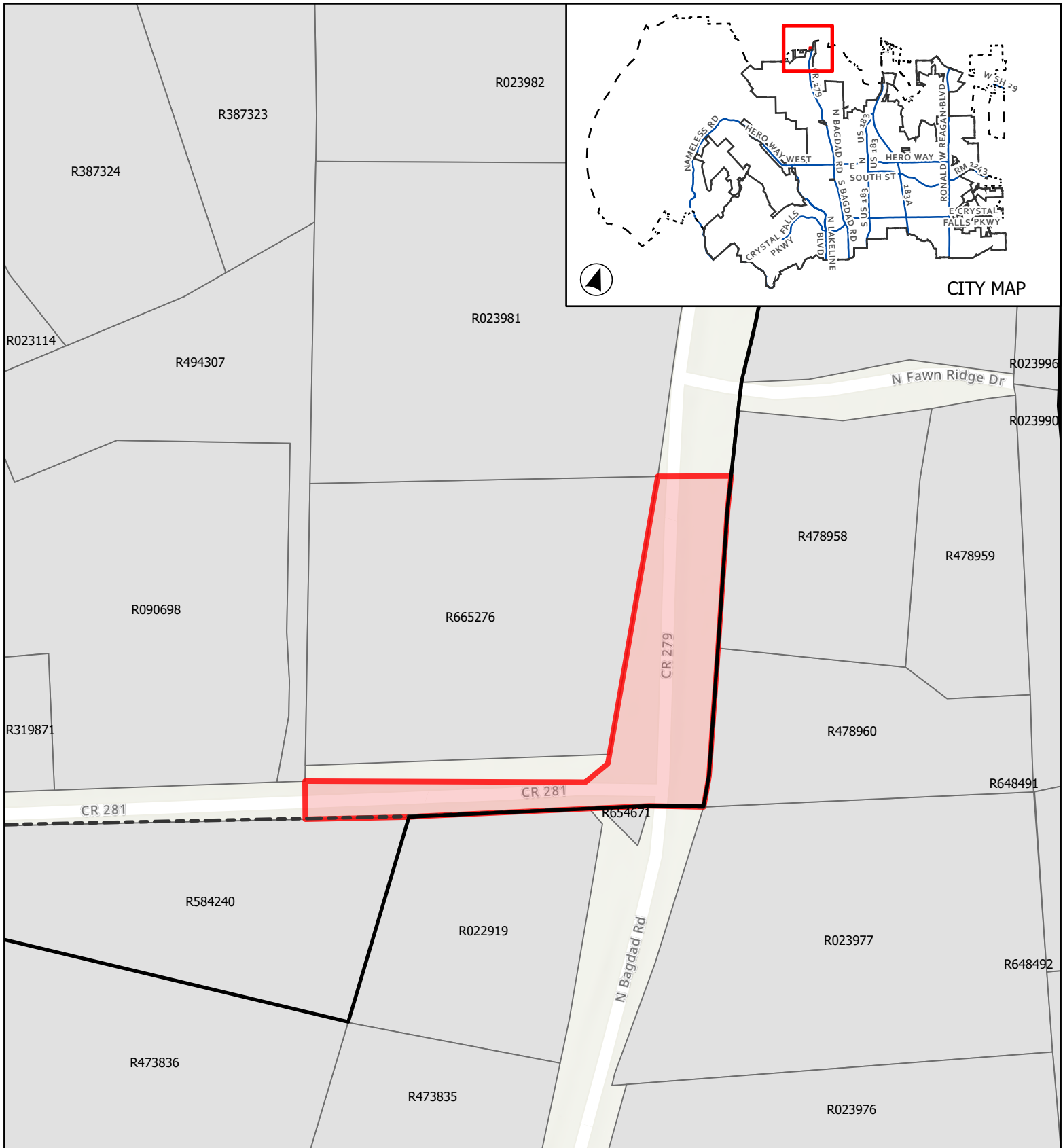
CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

**ANNEXED RIGHT OF WAY
[SEE ATTACHED]**



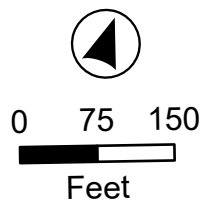
**CASE: A-24-0014 &
A-25-0018**

Exhibit A

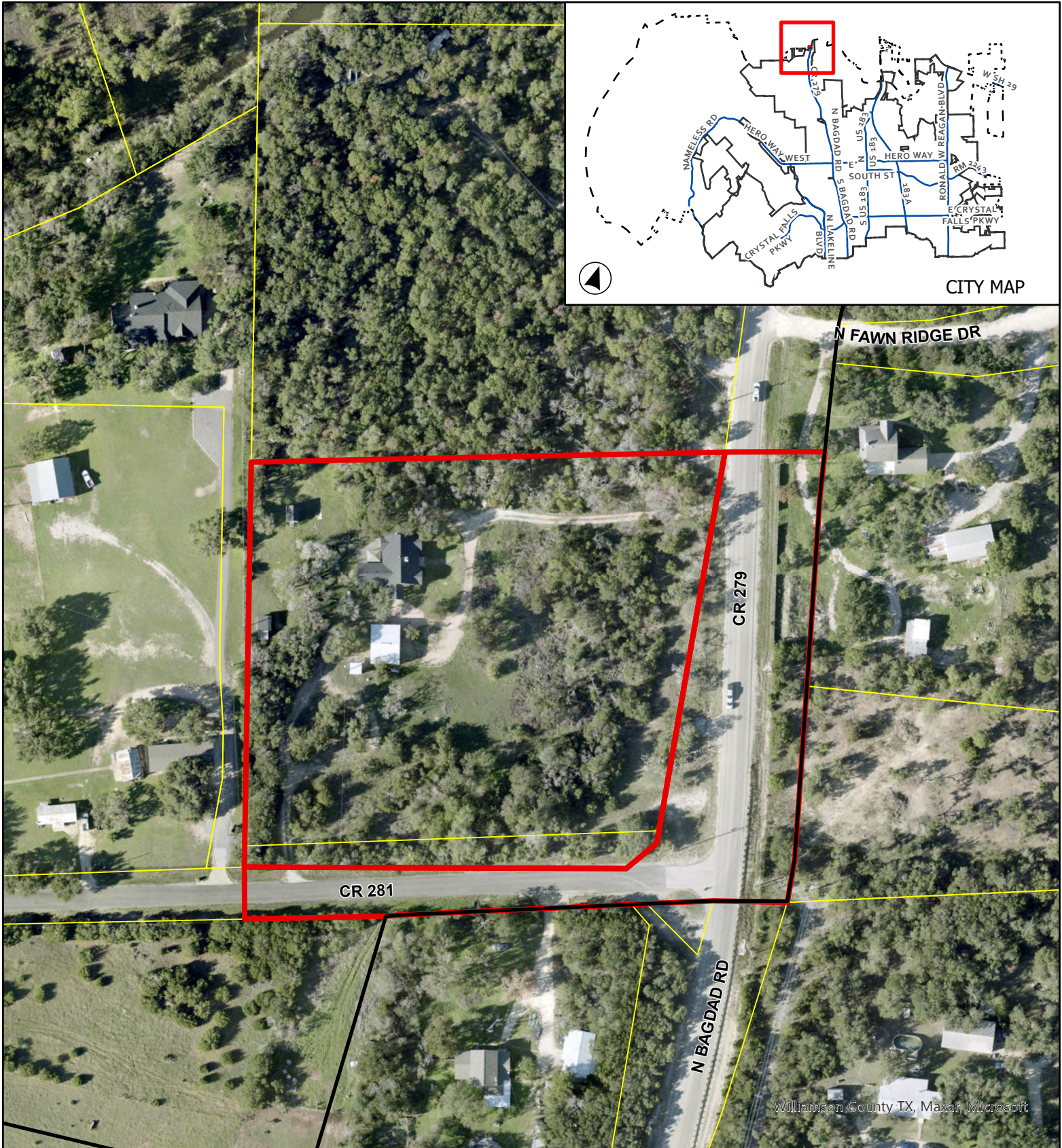
BAGDAD RETAIL CENTER

Location Map

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- City Limits
- ETJ
- Subject Boundary



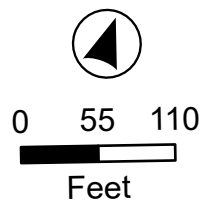
**CASE: A-24-0014
& A-25-0018**

ATTACHMENT 3

BAGDAD RETAIL CENTER

Aerial Map

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- Leander City Limits
- Subject Boundary



EXECUTIVE SUMMARY
3/20/2025

AGENDA SUBJECT:

Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0159 to amend the current zoning of SFR-1-B (Single-Family Rural) to adopt the VFW Post 1042 Minor Planned Unit Development with the base zoning district of LC-2-A (Local Commercial) on three (3) parcels of land approximately 22.409 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031314, R375914, and R433127; and more commonly known as 8760 RR 2243, Leander, Williamson County, Texas. *[Postponed to allow the applicant to complete the Neighborhood Outreach.]*

BACKGROUND:

This request is the second step in the zoning process. This case has been postponed to allow the applicant to complete the Neighborhood Outreach for their request of a Minor Planned Unit Development. Once all the documents have been received, a new public hearing will be scheduled.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Cedar Park VFW No. 1042 Post, Veterans of Foreign Wars (Chris King)

RECOMMENDATION:

PRESENTER:

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

Attachments:



EXECUTIVE SUMMARY
3/20/2025

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-24-0124 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to SFR-2-B (Single Family Rural) on seven (7) parcels of land approximately 337.292 acres ± in size, more particularly described by Travis Central Appraisal District Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0124 as described above.

BACKGROUND:

This request is the first step in the zoning process. This property is located west of Nameless Road and the Travisso subdivision, outside of the city limits and within the ETJ. An application for annexation into the city limits is currently in review by the City Council and will be processed concurrently with this zoning request.

This request for the SFR-2-B district allows for the development of detached single-family residences on large lots. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in the Rural land use category as identified by the Comprehensive Plan.

Attachment #1 – The Planning Analysis is provided as Attachment #1 and provides more details about the request and the subject property including the current zoning, special considerations, surrounding property description, future land use plan for the area, and a description of the requested zoning.

Attachment #2 – A current zoning map is provided as Attachment #2. This map identifies the zoning of the subject property and the zoning of the surrounding properties.

Attachment #3 – A future land use map is provided as Attachment #3. This map identifies the future land use categories that were approved by the City Council as part of the Comprehensive Plan for the subject property and surrounding area.

Attachment #4 – A map identifying the properties that received a public notice is provided as Attachment #4. The city mailed a letter to all property owners within 200 feet and the applicant contacted all residential property owners and Home Owners Associations (HOAs) within 500 feet.

Attachment #5 – The proposed zoning map is provided as Attachment #5. This map identifies the proposed zoning of the subject property as well as the current zoning of the adjacent properties.

Attachment #6 – An aerial map is provided as Attachment #6. This map provides digital imagery of the subject property that was collected on a specific date in time.

Attachment #7 – A letter of intent is provided as Attachment #7. This letter is provided by the applicant in order

to explain the purpose of their zoning request.

Attachment #8 – Documentation associated with the applicant’s neighborhood outreach are provided as Attachment #8. The applicant provides a summary of the outreach and any associated documents or letters that are shared with the residential neighbors.

Attachment #9 – Attachment #9 includes the ordinance for the zoning case. The City Council uses ordinances to amend the zoning of a property. Ordinances provide a description of the subject property and zoning change. There are two (2) readings needed to finalize the zoning.

Attachment #10 – The Planning & Zoning Commission meeting minutes are included as Attachment #10. These minutes are provided to document the action taken by the Commission.

The City Council discussed the annexation of this property during the March 6, 2025, meeting and expressed concerns regarding annexation of the property and the ability for the city to serve the property with Police and Fire Service. Action on the item was tabled to provide time for staff to meet with the developer.

HISTORY/TIMELINE:

02/13/2025 – Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

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

RECOMMENDATION:

The Planning & Zoning Commission unanimously recommended approval during the February 13, 2025 meeting. Staff recommends postponing action on the request to the April 17, 2025, meeting to allow staff additional time to work with the applicant on options for development associated with the annexation request.

PRESENTER:

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

Attachments:

1. Z-24-0124 Att 1 Planning Analysis - Oakwood Hills Subdivision
2. Z-24-0124 Att 2 Current Zoning - Oakwood Hills Subdivision
3. Z-24-0124 Att 3 FLU Map - Oakwood Hills Subdivision
4. Z-24-0124 Att 4 Public Notification - Oakwood Hills Subdivision
5. Z-24-0124 Att 5 Proposed Zoning - Oakwood Hills Subdivision
6. Z-24-0124 Att 6 Aerial Map - Oakwood Hills Subdivision
7. Z-24-0124 Att 7 Letter of Intent - Oakwood Hills Subdivision
8. Z-24-0124 Att 8 Neighborhood Communication - Oakwood Hills Subdivision
9. Z-24-0124 Att 9 Ordinance - Oakwood Hills Subdivision
10. Z-24-0124 Att 10 P&Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-24-0124 OAKWOOD HILLS SUBDIVISION

GENERAL INFORMATION

Owner/Agent: ViewPoint Engineering (Luke Caraway) on behalf of 23244 Nameless Rd, LLC (Dharma Rajah)

Current Zoning: Interim SFR-1-B (Single Family Rural)

Proposed Zoning: SFR-2-B (Single Family Rural)

Size and Location: The property is located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, including approximately 337.292 acres.

Staff Contact: Merrily Van Leuven
Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated 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 2*
- ☒ ☐ Does the proposal comply with the goal statements of the Comprehensive Plan? *see page 3*
- ☒ ☐ Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

The applicant has submitted the annexation request (case A-24-0015) 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.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	ETJ	Undeveloped
EAST	ETJ	Undeveloped

SOUTH	None	Undeveloped
WEST	ETJ	Undeveloped

SURROUNDING AREA:

This property is located west of Nameless Road and the surrounding properties are primarily undeveloped. The Shady Mountain Oaks development is located just south along Nameless and Travisso subdivision is located further south.

PHYSICAL AND NATURAL FEATURES:

This property contains substantial tree coverage with few existing residences. 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 Nameless Road.

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
Nameless Road	Arterial	Thoroughfare	100' ROW 4 Lanes 10' sidewalk

SUBDIVISIONS:

No subdivision cases have been previously submitted for this property.

EXISTING UTILITIES:

This property will need to extend water and wastewater utilities. The closest utilities are located to the west of the property within the Travisso subdivision.

CURRENT LAND USES:

This property is primarily undeveloped with few residences.

PROPOSED ZONING DISTRICT:**USE COMPONENT**

SFR – SINGLE-FAMILY RURAL:

Features: 1 acre lot min.; 1,600 square foot living area min.

Intent: Development of single-family detached dwellings on lots one acre or larger in size and for other uses that are compatible and complimentary to large lot and very low density residential development. The purpose of this component is to provide regulations to preserve rural character and maintain and protect the City's single-family residences and neighborhoods in an area with larger lot sizes. This component is also intended to preserve the larger tracts of land for future economic development in accordance with the Comprehensive Plan, while permitting rural/agricultural uses on the land to continue.

SITE COMPONENT**TYPE 2:**

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

Intent:

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

ARCHITECTURAL COMPONENT**TYPE B:**

Features: Four (4) or more architectural features.

Intent:

- (1) The Type B architectural component is intended to be utilized for the majority of residential development except that which is intended as a Type A architectural component.
- (2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.
- (3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.
- (4) This component is intended for the majority of the LO and LC use components except those meeting the intent of the Type A or C architectural components.

COMPREHENSIVE PLAN:**Applicable Comprehensive Plan goal statements**

- Strategy 10.2: Support housing that has well-defined design character, compatibility with adjacent uses, and balanced density.

Applicable Future Land Use categories**RURAL**

- The Rural future land use category is intended for land areas that are and will continue to include a more rural, Hill Country character throughout the plan horizon. These areas are categorized by the presence of

generally private open spaces, large setbacks, heavy tree cover, topographical undulations and generally low intensity uses. This land use category is found on the western edge of Leander's planning area and has portions located in the ETJ, current City limits, and land under non-annexation agreements.

Typically residential and agricultural in nature, this area may also be appropriate for vineyards, wedding venues, bed and breakfasts and other Hill Country destination uses on larger properties. For the most part, the City will not plan to pay installation costs for long-term suburban or urban utilities (wastewater) in this area, but could consider arrangements with developers to cover that cost, etc.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:

DEVELOPMENT MEETING

A development meeting was held with Staff on March 4, 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

- 01/23/2025 - Public Notice on Hill Country News
- 01/29/2025 - Mail Notification to Property Owners within 200'
- 01/29/2025 - Public Hearing Signage Posted on Property
- 02/13/2025 - Planning and Zoning Commission Public Hearing
- 03/20/2025 - City Council Public Hearing & First Reading of the Ordinance
- 04/03/2025 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

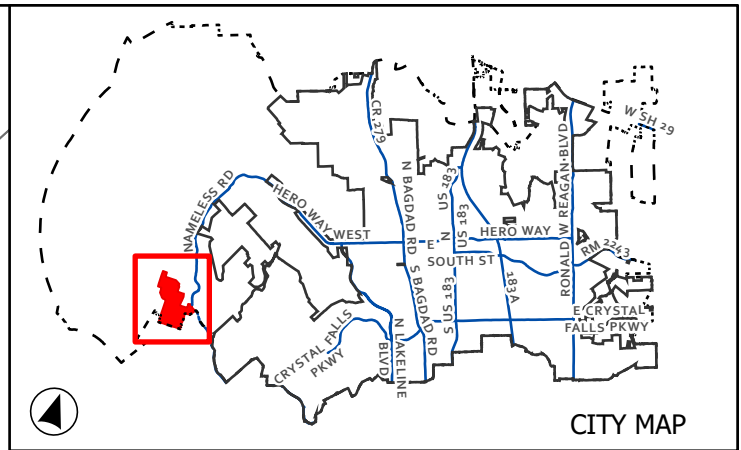
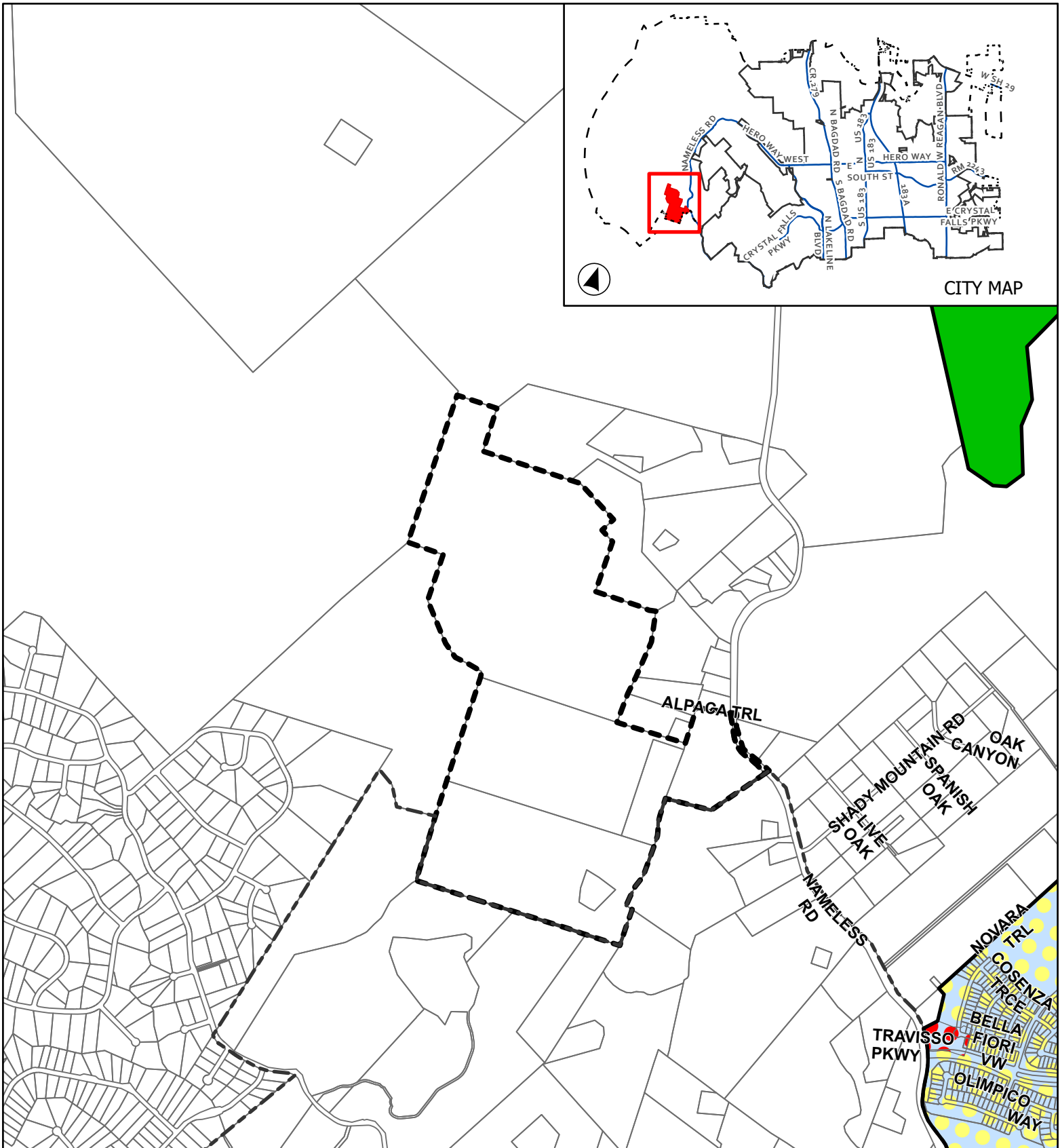
In addition to the notice mailed on behalf of the City to all property owners within 200', the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's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

No concerns were raised.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

The request for SFR-2-B (Single-Family Rural) is compatible with the Rural future land use category. Staff recommends approval on the Zoning Case contingent on the annexation being approved.



CASE: Z-24-0124 ATTACHMENT 2 OAKWOOD HILLS SUBDIVISION

Current Zoning

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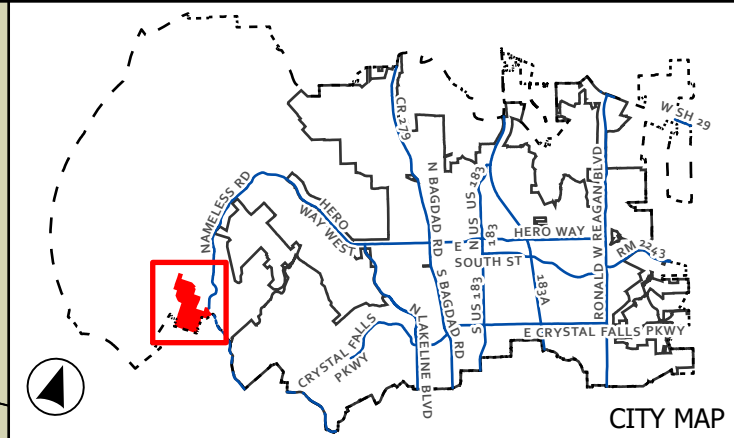
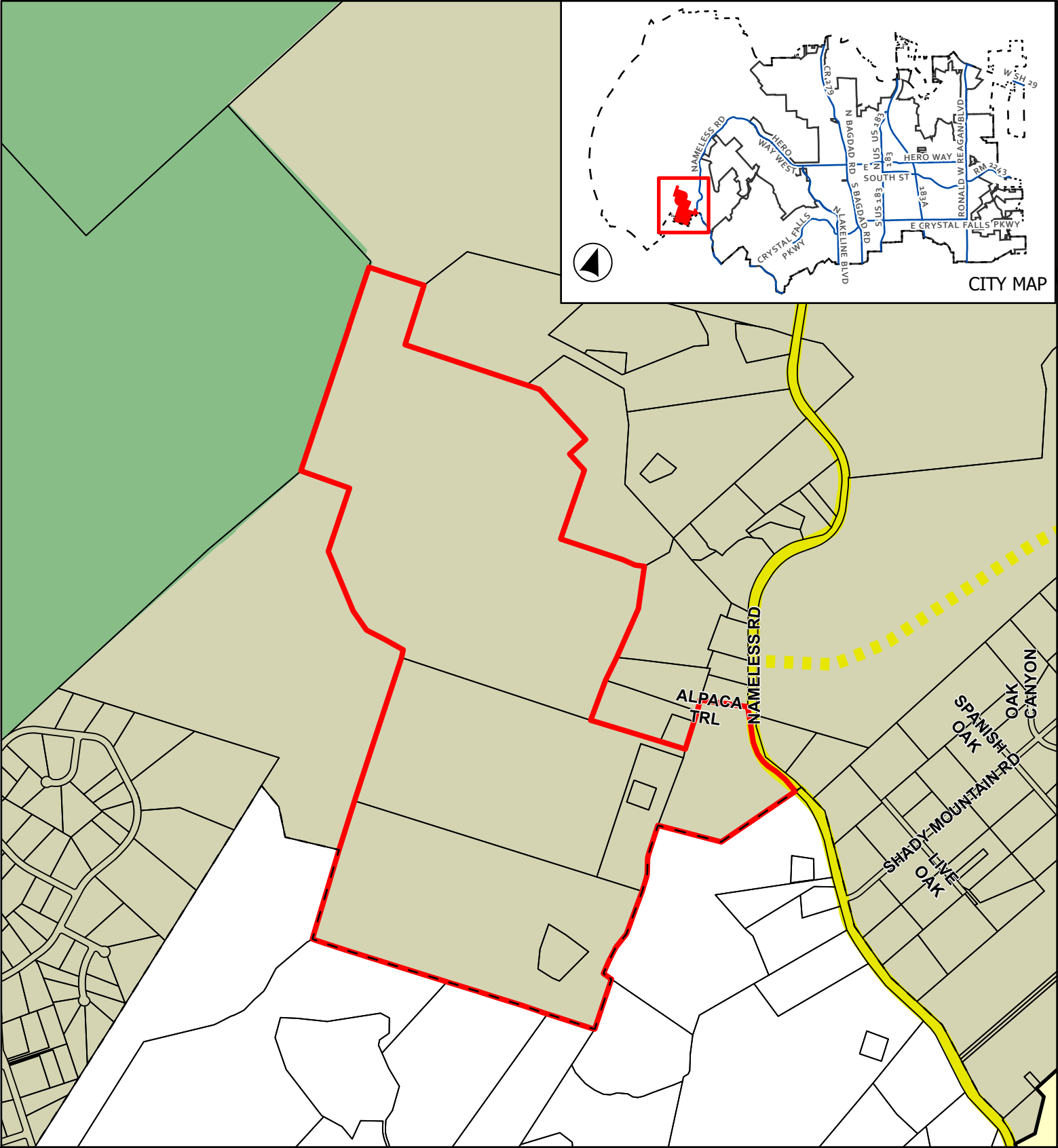
0 1,250 2,500

Feet

- City Limits
- ETJ
- Subject Boundary

Current Zoning

- SFR - Single-Family Rural
- PUD - Single-Family
- PUD - General Commercial



CASE: Z-24-0124

ATTACHMENT 3

OAKWOOD HILLS SUBDIVISION

Future Land Use Map



0 475 950



Feet

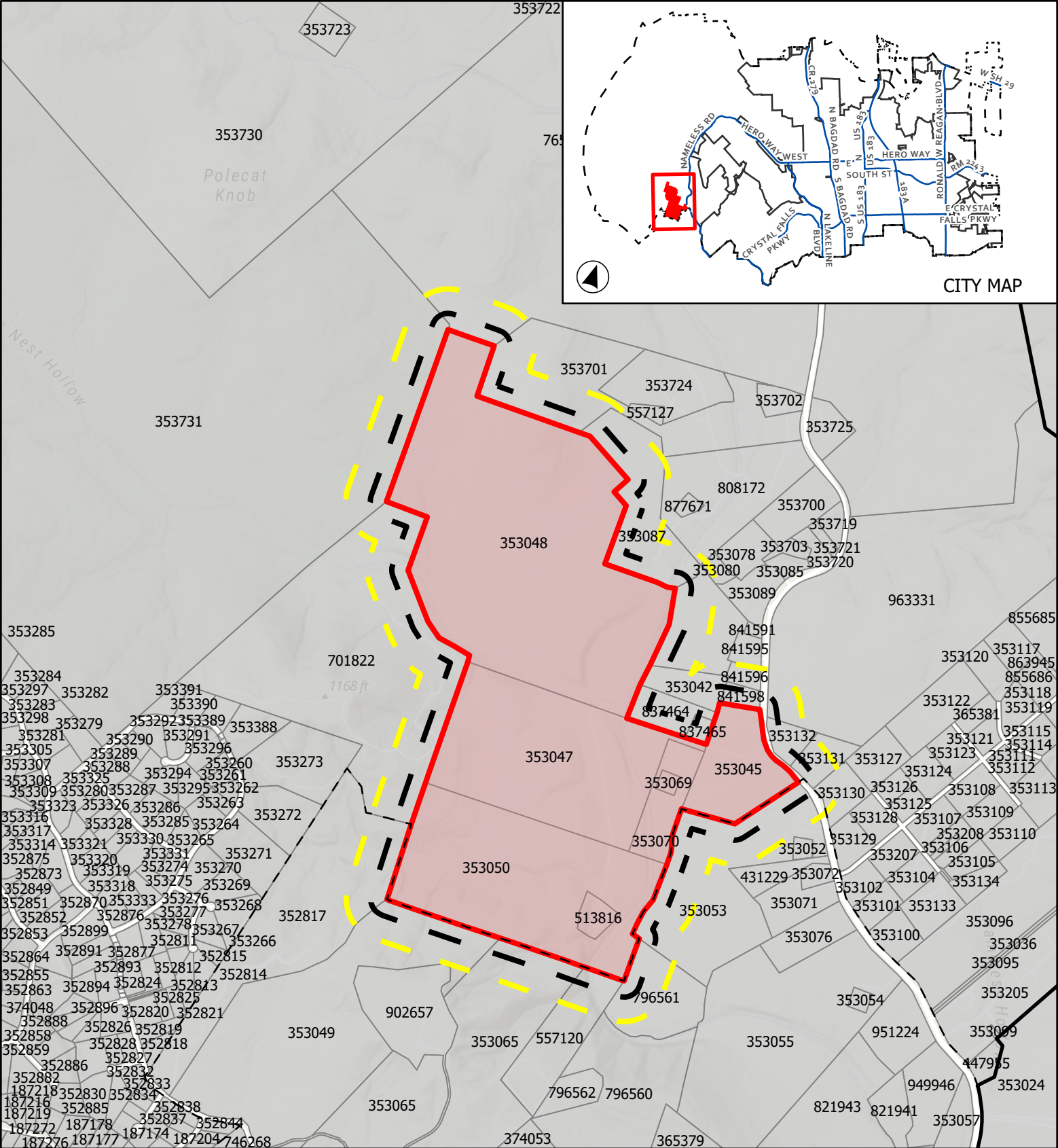
- Leander City Limits
- ETJ Boundary
- Subject Boundary
- Rural

- Neighborhood Residential
- Parks and Preserves
- Collector, Existing
- Collector, Proposed

Thoroughfare Plan

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Future Land Use



CASE: Z-24-0124

ATTATCHMENT 4

OAKWOOD HILLS SUBDIVISION

Public Notification

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0 500 1,000

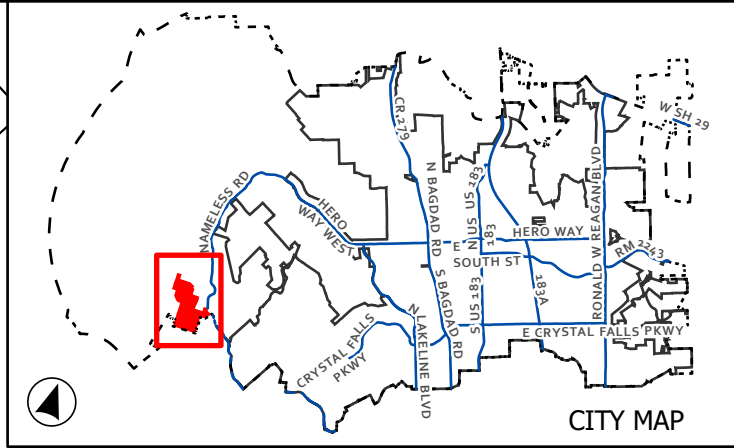
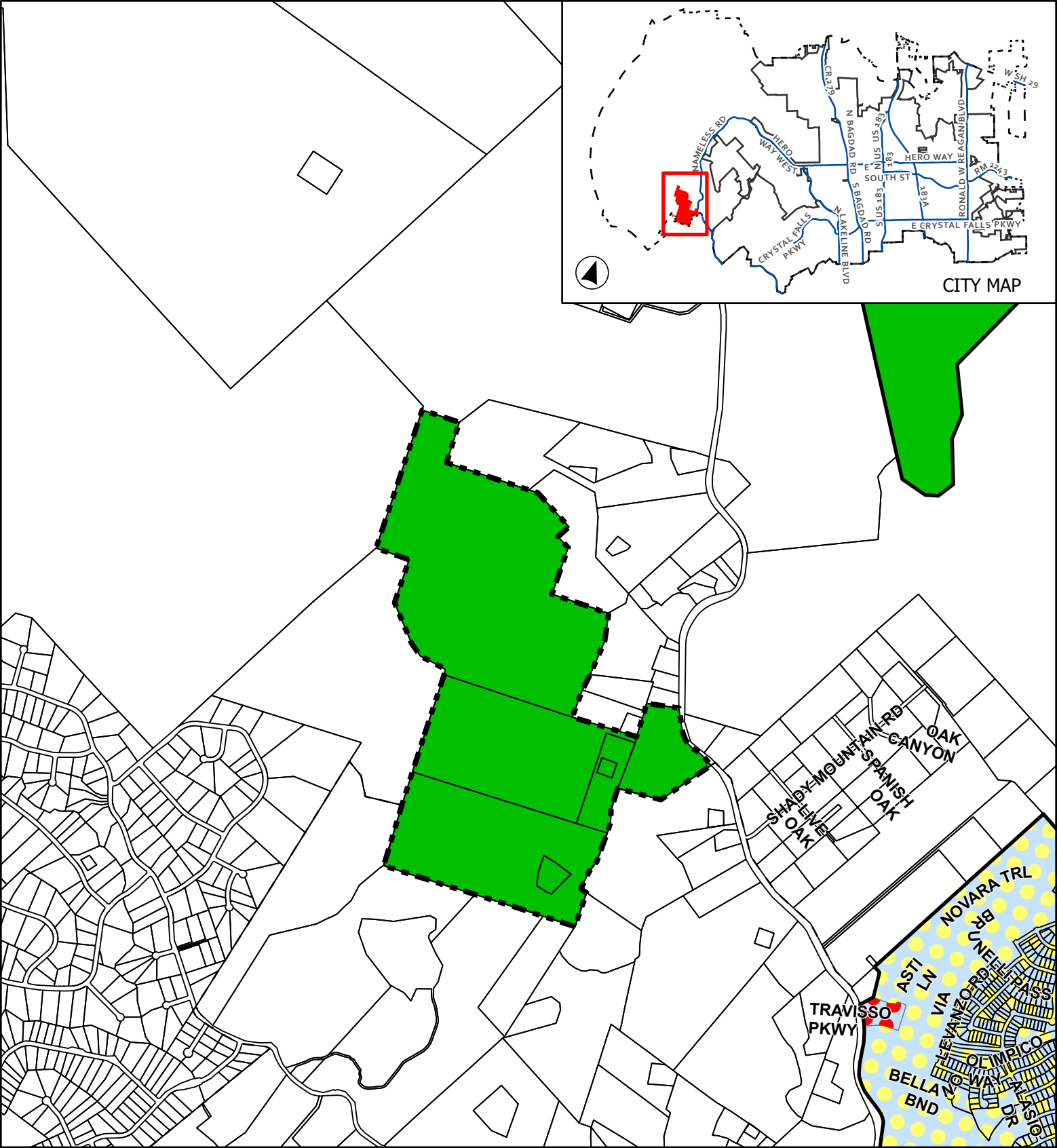
Feet

-  City Limits
 ETJ Boundary
 Subject Boundary

Notification Buffer

200'

Page 155 of 221



CASE: Z-24-0124 ATTACHMENT 5 OAKWOOD HILLS SUBDIVISION

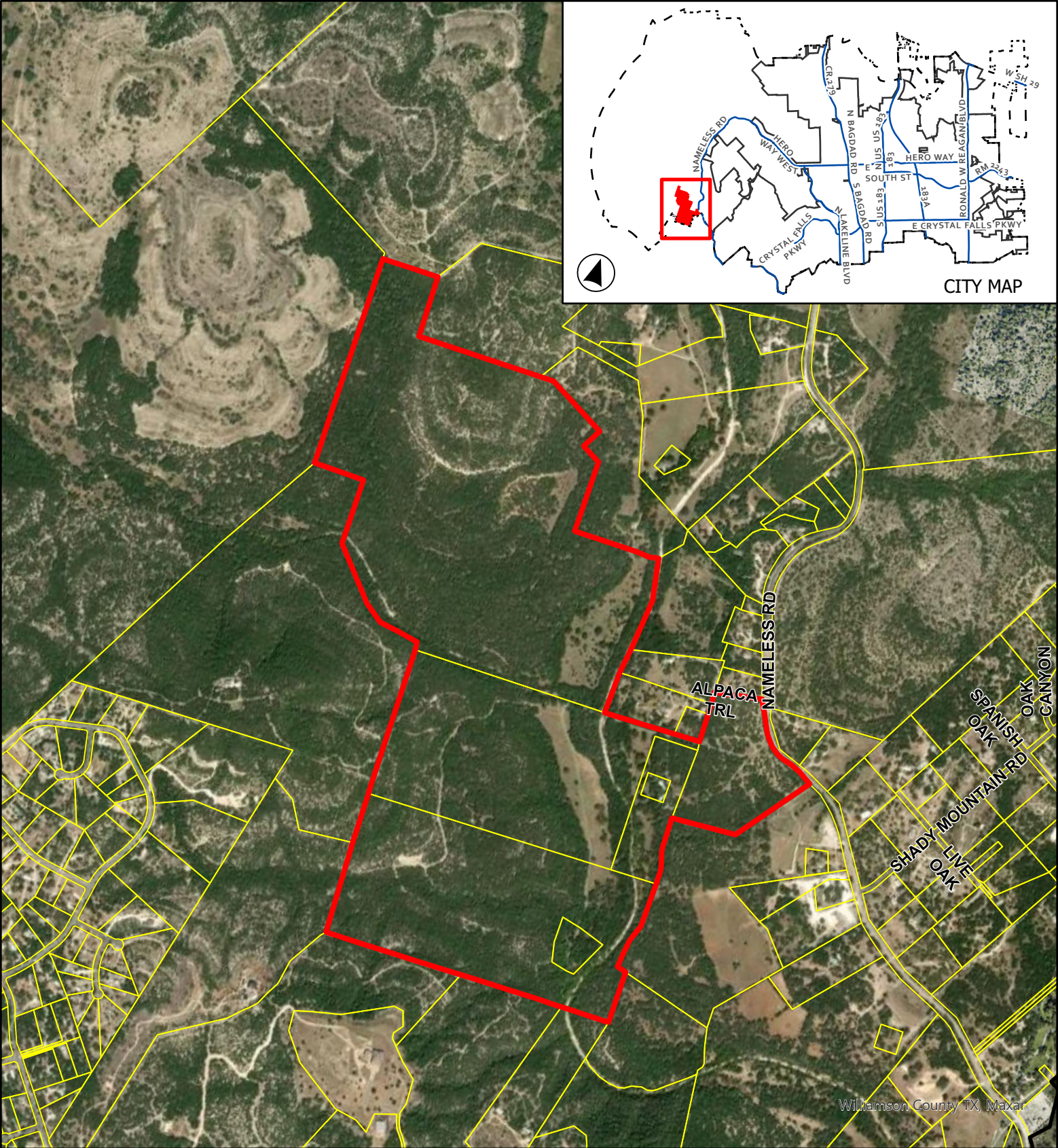
Proposed Zoning

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



0 500 1,000 Feet

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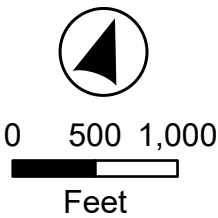
CASE: Z-24-0124

ATTACHMENT 6

OAKWOOD HILLS SUBDIVISION

Aerial Map

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- Leander City Limits
- Subject Boundary

**MAILING ADDRESS**

2121 East Sixth Street, Suite 203
Austin, TX 78702
ph: 737.717.3097
www.viewpointengineering.com

Address 201 N Brushy Street Leander, TX, 78641		Date: June 7, 2024
Attn: City of Leander		
Subject:	Zoning Change – Letter of Intent	
VPE#:	23003	

To Whom It May Concern:

On behalf of our client, 23244 Nameless Rd, LLC, we are proposing improvements to the 337.292-acre tract located on the west side of Nameless Road, approximately 0.3 miles north of the intersection of Nameless Road and Shady Mountain Road. Per the Travis County Appraisal District (TCAD), the address is 23244 Nameless Road, Leander, TX, 78641. The intent of this letter is to present City of Leander Staff with a summary of the site and the proposed rezoning from SFR-1-B to SFR-2-B per the City of Leander's recommendation. The site is located within Travis County and the City of Leander Extraterritorial Jurisdiction (ETJ) and is in the process of being annexed (A-24-0015). The subject tract is being divided into three phases and platted as the Oakwood Hills Subdivision, a subdivision in Travis County, Texas.

The majority of the site is currently undeveloped, consisting of tree canopy and grassy land, besides two single-family houses and existing roads/driveways. The site is proposed to be a large lot single-family development consisting of lots between one and two acres with approximately 174 lots.

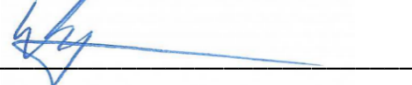
The site does not fall within the Edwards Aquifer Recharge, Contributing, or Transition Zones. The site falls within the Lower Colorado River Authority (LCRA) Big Sandy Creek Watershed. Per FEMA FIRM maps No. 48453C0090J, dated January 22, 2020, a part of the site does fall within the 1% annual chance flood (100-year flood).

Below is a summary list of the Tax Appraisal District Property ID numbers and Owner associated with the parcels:

- TCAD Property ID: 353045; Owner: 23244 Nameless Rd, LLC
- TCAD Property ID: 353047; Owner: 23244 Nameless Rd, LLC
- TCAD Property ID: 353048; Owner: 23244 Nameless Rd, LLC
- TCAD Property ID: 353050; Owner: 23244 Nameless Rd, LLC
- TCAD Property ID: 353069; Owner: 23244 Nameless Rd, LLC
- TCAD Property ID: 353070; Owner: 23244 Nameless Rd, LLC
- TCAD Property ID: 513816; Owner: 23244 Nameless Rd, LLC

If you have any questions or require additional information, please contact our office.

Sincerely,
ViewPoint Engineering

By: 

Will Buzzelli, P.E.
Director of Entitlements

"v:\horiz\23003 oakwood hills\permitting\city\zoning\240607 resubmittal #1\240605 zoning letter of intent.docx"

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.

Letters were sent by certified mail on 5/21/2024 to each property owner within 500' of the tract of land that the proposed zoning change is being requested for. Each owner received an exhibit of the proposed tract that showed their property within 500' of the proposed rezoning tract of land, as well as a letter. The letter describes the annexation of the property into the City of Leander and the proposed zoning. The letter provided an email address to give the property owners the opportunity to bring up any questions and/or concerns.

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

All owners within 500' of the subject tract were sent a letter and exhibit of the property. Reference the 500' Public Notice Exhibit.

No HOA within 500' of subject tract.

One letter was returned/undeliverable.

3. What concerns were raised during these communications?

We have not received any emails from the adjacent property owners voicing any concerns as of 6/7/2024.

One letter was returned/undeliverable.

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

We have not received any emails from the adjacent property owners voicing any concerns as of 6/7/2024.

One letter was returned/undeliverable.

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

Signature: **Luke Caraway**

Digitally signed by Luke Caraway
DN: C=US, E=lcaraway@viewpointengineering.com, O=Viewpoint
Engineering, OU=Viewpoint Engineering, CN=Luke Caraway
Date: 2024.06.12 09:31:26-0500

Date **6/12/2024**

May 13, 2024

RE: Rezoning of Oakwood Hills, Leander, TX 78641

Dear Sir or Madam,

This letter is to notify you that we have recently applied for annexation of a property located off Nameless Rd. Proposed site is approximately 2.5 miles north of the intersection of Nameless Rd and RM 1431. With annexation the property is required to be zoned, and the default zoning doesn't fit what is being proposed, therefore this project is proposed to be zoned differently. The proposed zoning will allow a larger lot single family subdivision.

Across the street of this proposed development is a single-family PUD (determines its own regulations based off certain codes), but beyond that is Single-Family Rural. This Single-Family Rural zoning is the target for this development.

The tract being zoned is approximately 339 acres. The site is only about two-thirds developable; the other third is located within floodplain. The site is also located in an area with a large amount of topo on site also making it a challenge to develop. These are a couple of the features that make this property lean towards a rural development. The site is currently located within the city of Leander ETJ and within Williamson County.

Should you have any questions or comments regarding this or any other matter, please do not hesitate to reach out with questions to Dharma Raja at Dharma@epitome.dev.

Very truly yours,
Epitome Development

By: Dharma Rajah

Dharma Rajah
President

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVEN (7) PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE FAMILY RURAL) TO SFR-2-B (SINGLE FAMILY RURAL); 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 337.292 acres $\pm$; being more particularly described in Exhibit "A"; located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road; identified by Travis Central Appraisal District tax identification number 353045, 353047, 353048, 353050, 353069, 353070 and 513816; more particularly described in Instrument Number 2022076004, 2022076122, 2022076184, and 202207995; recorded in the Official Public Records of Travis 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 SFR-2-B (Single-Family Rural) 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 20th day of March, 2025.
FINALLY PASSED AND APPROVED on this the 3rd day of April, 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, February 13, 2025
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – Joseph Morales
Place 3 – Vacant
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 present except Commissioner Donnie Mahan.

3. Director's report to the Planning & Zoning Commission on action taken by City Council on the February 6, 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

[Chair Oliver stated that Items 8-9 were pulled from the consent agenda and will be considered separately.]

Motion to approve consent agenda items 6-7.

By: Board Member Lantrip
Seconded: Board Member LeDay

Vote: 5 - 0

6. Approval of the minutes for meeting held on January 23, 2025.

7. Approval of the extension of the application approval expiration for Subdivision Case PP-23-0034 Crystal Village Phase 3 Preliminary Plat; more particularly described by Williamson Central Appraisal District Parcels R031201, R080605, R031200, R631050, R328187, and R432786, generally located southeast of the intersection of Crystal Falls Parkway and 183A Toll Road, Leander, Williamson County, Texas.

[Board Member LeDay recused herself and left the room.]

Motion to approve consent agenda items 8-9.

By: Board Member Morales

Seconded: Board Member Calame

Vote: 4 - 0

8. Approval of the extension of the application expiration for Site Development Case SD-23-0104 Vic at Travisso Retail Center; more particularly described by Travis Central Appraisal District Parcel 842650, commonly known as 2840 Travisso Parkway, Leander, Travis County, Texas.
9. Approval of the extension of the application expiration for Site Development Case SD-23-0105 Travisso Village C-Store; more particularly described by Travis Central Appraisal District Parcel 842650, commonly known as 2940 Travisso Parkway, Leander, Travis County, Texas.

[Board Member LeDay returned to the Dias.]

PUBLIC HEARING: ACTION

10. Conduct a Public Hearing regarding Zoning Case Z-24-0124 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to SFR-2-B (Single Family Rural) on seven (7) parcels of land approximately 337.292 acres ± in size, more particularly described by Travis Central Appraisal District Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0124 as described above.

Public hearing opened at 6:10 p.m.; Public hearing closed at 6:10 p.m.

No one spoke in favor or opposition of the request.

Motion to approve Zoning Case Z-24-0124.

By: Board Member Calame

Seconded: Board Member Lantrip

Vote: 5 - 0

11. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0159 to amend the current zoning of SFR-1-B (Single-Family Rural) to adopt the VFW Post 1042 Minor Planned Unit Development with the base zoning district of LC-2-A (Local Commercial) on three (3) parcels of land approximately 22.409 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031314, R375914, and R433127; and more commonly known as 8760 RR 2243, Leander, Williamson County, Texas. **Postponed due to Notification Issues**

REGULAR AGENDA

12. Discuss and consider action on Significant and Heritage Tree Removal requests associated with Subdivision Case PP-24-0060 regarding Burleson Tract Preliminary Plat on seven (7) parcels of land approximately 289 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R485247, R485248, R031575, R392187, R392188, R031534, and R031533; and generally located southeast of the intersection of Ronald W. Reagan Boulevard and Journey Parkway, Leander, Williamson County, Texas.

Motion to approve Tree Removal request associated with Subdivision Case PP-24-0060.

By: Board Member Morales

Seconded: Board Member Calame

Vote: 5 - 0

13. Adjournment

Meeting adjourned at 6:21 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
3/20/2025

AGENDA SUBJECT:

Discuss and consider action on a Resolution in support of the proposed development and construction of additional phasing improvement projects for Ronald Reagan Boulevard.

BACKGROUND:

Williamson County has been coordinating with multiple communities to develop a schematic design for the Ronald Reagan corridor extending from RM 2243 to IH-35. The corridor is envisioned to be an eight-lane, controlled-access roadway with four main lanes and two-lane service roads on each side.

Multiple corridor planning segments have been designated and are defined as follows:

- Segment A - FM 1431 to SH 29,
- Segment B - SH 29 to FM 3405,
- Segment C1 - FM 3405 to CR 289,
- Segment C2 - CR 289 to RM 2338,
- Segment D1 - RM 2338 to CR 245,
- Segment D2 - CR 245 to SH 195, and
- Segment E - SH 195 to IH-35.

This resolution is related to a portion of Segment A, which extends north from RM 1431 to SH 29. It is a 6.8-mile segment that is located primarily in the Cities of Cedar Park and Leander. A small portion of the project is located in unincorporated Williamson County, that portion of the SH 29 intersection that is north of SH 29.

Cost estimates for Segment A are \$532 million:

- RM 1431 to RM 2243 = \$307 million,
- RM 2243 to SH 29 = \$205 million, and
- Right-of-Way = \$20 million.

HISTORY/TIMELINE:

Cynthia Long, Williamson County Commissioner - Precinct 2, is requesting that the Cities of Leander and Cedar Park approve resolutions to support that Central Texas Regional Mobility Authority (CTRMA) construct the main lanes and frontage roads. Should CTRMA construct the roadway, it would be developed as a user-pay segment for the main lanes with free access on the service roads.

Upon passage of companion resolutions by Cedar Park, Leander, and Williamson County, a formal request will be made to the CTRMA. CTRMA would then consider whether to add this segment to its network. CTRMA's decision to include the facility would be made after conducting a Traffic and Revenue (T&R) study. T&R study

is used to estimate potential traffic use and revenue generation for a proposed toll facility. It will demonstrate the economic feasibility of the segment as a user-pay project. Conducting a T&R study is a highly technical analysis and will incur a significant cost.

Adoption of this resolution represents official support by the City of Leander for CTRMA's inclusion of Ronald Reagan Boulevard - Segment A section for inclusion in the CTRMA network. It will not result in any financial commitment by the City of Leander.

Should CTRMA determine that the project is feasible, they would proceed with design, right-of-way acquisition, and construction. Neither city nor Williamson County would bear any of the costs for design, right-of-way purchase, or construction.

APPLICANT/AGENT:

RECOMMENDATION:

City Council's options are to:

1. Approve the resolution as presented,
2. Approve an amended resolution, or
3. Not approve the resolution.

City staff recommends that the City Council approve the resolution with any edits deemed appropriate.

PRESENTER:

Todd Parton, City Manager

Fiscal Impact

Attachments:

1. Presentation Ronald Reagan Corridor Segment A
2. Proposed Resolution
3. Location Map of Ronald Reagan Boulevard

RONALD REAGAN CORRIDOR



RONALD REAGAN CORRIDOR

From RM 1431 in Cedar Park to I-35 in Jarrell, Ronald Reagan Corridor has been planned to become a controlled-access roadway with 2-lane frontage roads each way and 2-lane express lanes each way.

The roughly 30-mile project is broken up into the following segments.

SEGMENT A | RM 1431 to Hwy. 29
Existing 4 Lanes.

7.67
miles

SEGMENT B | Hwy. 29 to north of FM 3405
Widen to 4 Lanes. Under Construction.

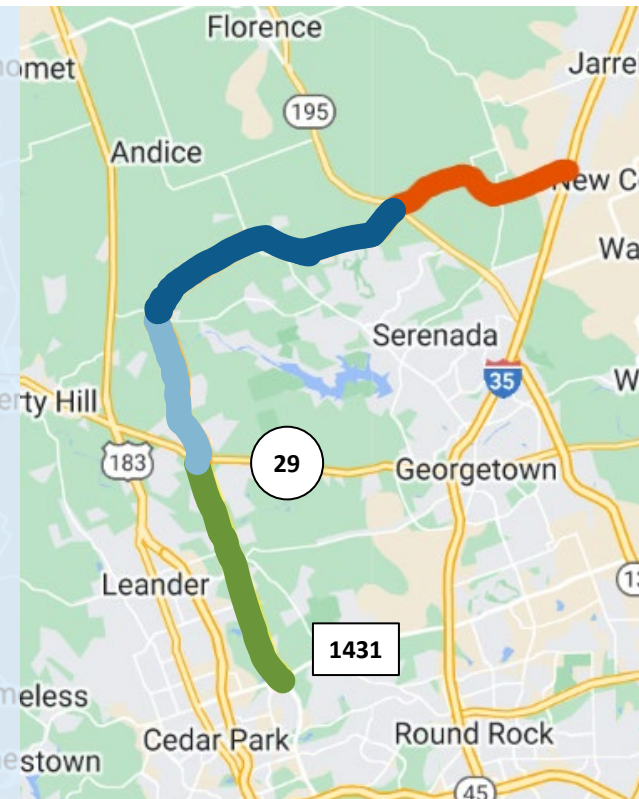
7
miles

SEGMENT C | FM 3405 to 195
Widen to 4 Lanes in 2026.

8.7
miles

SEGMENT E | SH 195 to I-35
Widen to 4 Lanes. Currently unfunded.

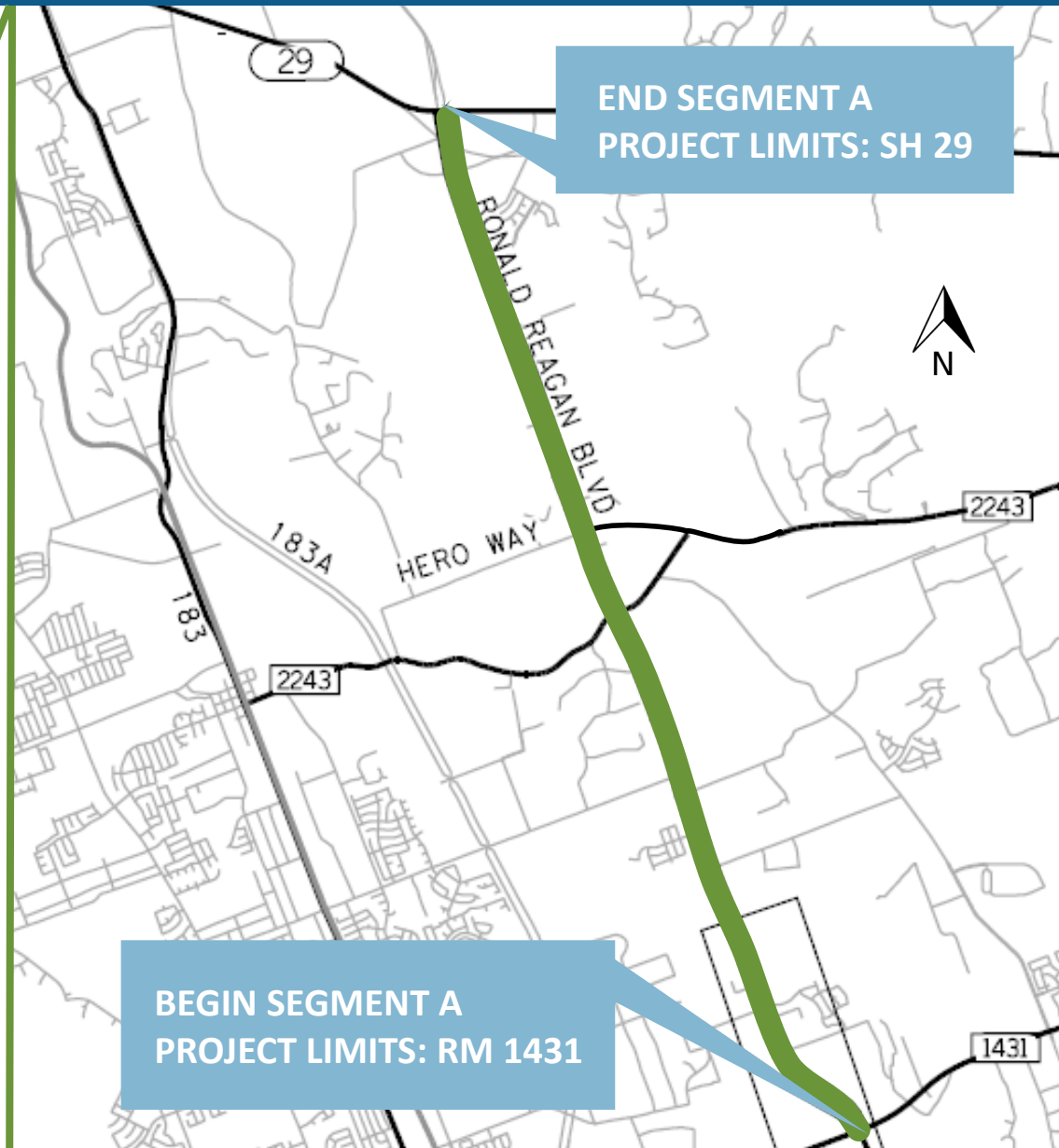
6
miles



PROJECT LIMITS

SEGMENT A

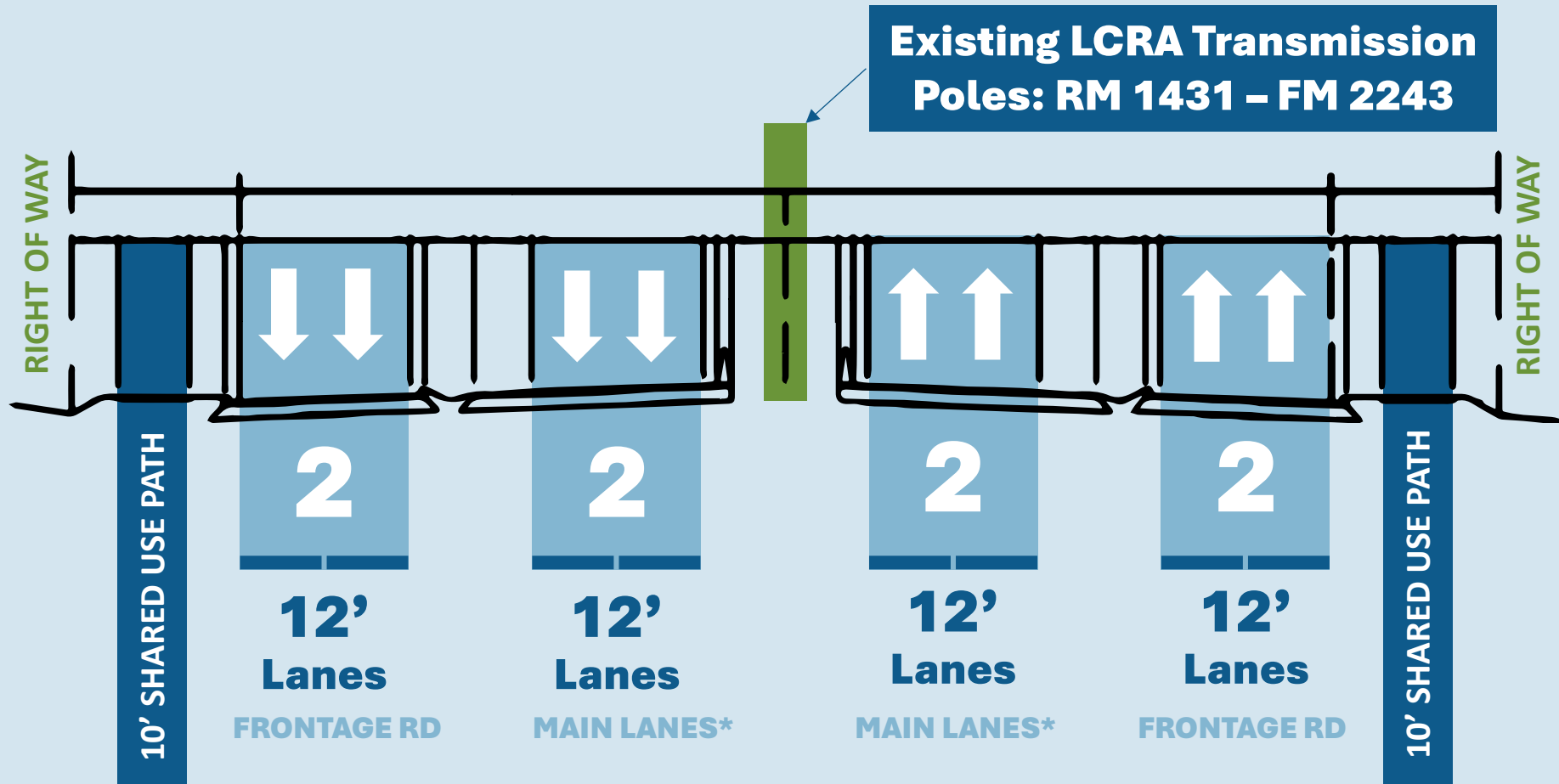
RM 1431 to SH 29



END SEGMENT A
PROJECT LIMITS: SH 29

BEGIN SEGMENT A
PROJECT LIMITS: RM 1431

TYPICAL SECTION

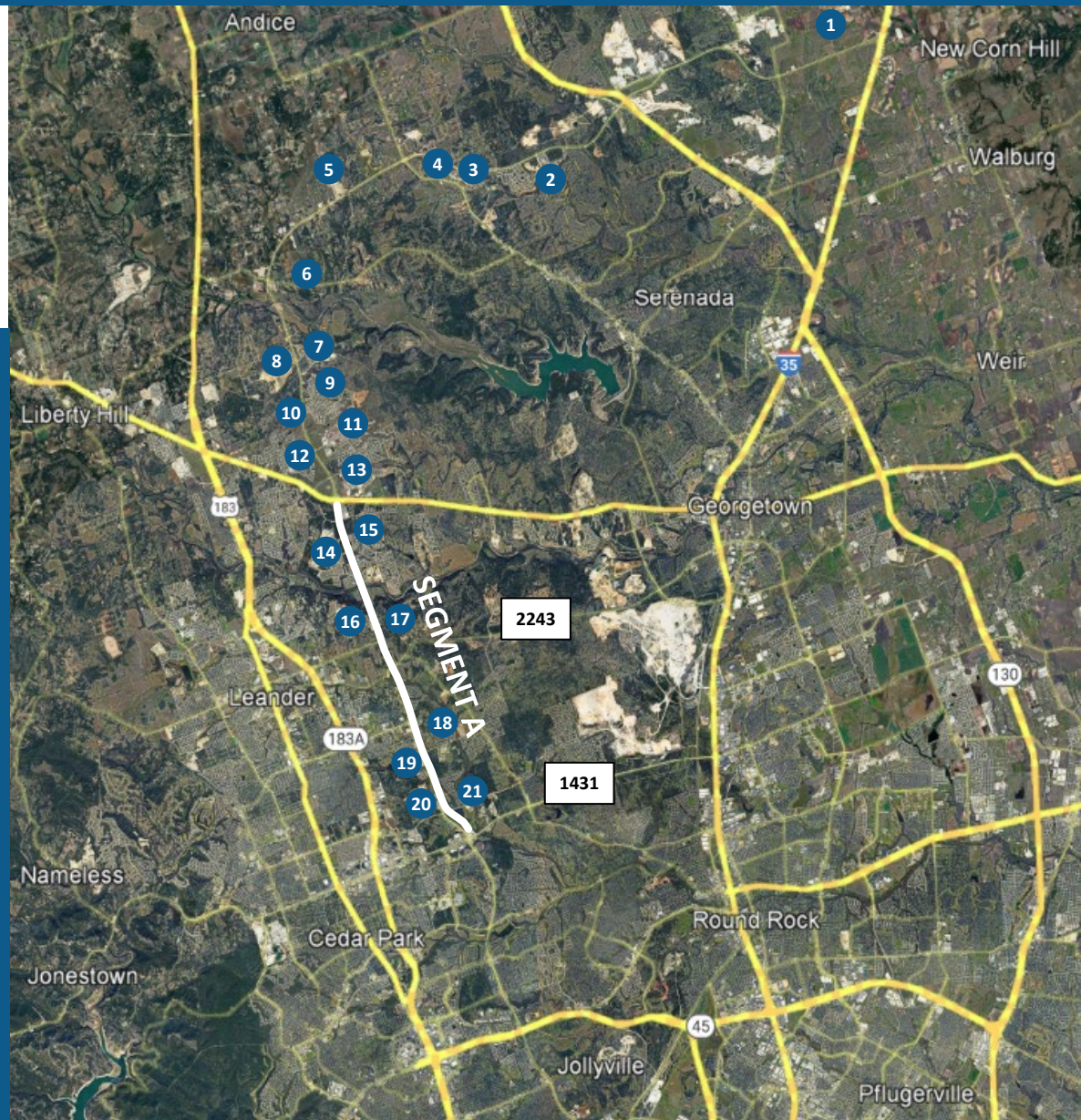


*North and southbound main lanes are reduced to one lane at RM 1431

SURROUNDING DEVELOPMENTS

SEGMENT A

1. Lennar at Rancho Del Cielo | ~600 Homes
2. Sun City Texas | >9,000 Homes
3. Highland Village | <100 Homes
4. Parmer Ranch | ~1000 Homes
5. Nolina | 100-200 Homes
6. Beltorre | 100-150 Homes
7. Santa Rita Ranch Regency
8. Santa Rita Ranch Saddleback
9. Santa Rita Ranch Tierra Rosa
10. Santa Rita Ranch El Dorado
11. Santa Rita Ranch Homestead
12. Santa Rita Ranch Villages
Santa Rita Ranch Combined >6,000 Homes
13. MorningStar | ~1,500 Homes
14. Bar W Ranch | ~1,000 Homes
15. Rancho Sienna | >1,000 Homes
16. Palmera Ridge | 600-700 Homes
17. Reagan's Overlook | 100-150 Homes
18. Sarita Valley | ~400 Homes
19. Hazlewood | ~300 Homes
20. Hidden Creek at Lakewood Park | <200 Homes
21. Caballo Ranch | ~400 Homes



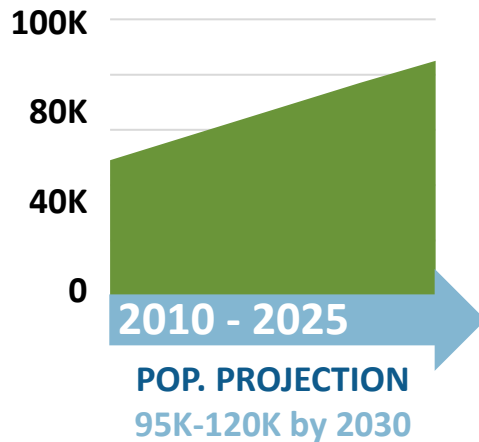
POPULATION & GROWTH

Current & Future Population Estimates

Sources: WorldPopulationReview.com,
CedarParkTexas.gov, GeorgetownTexas.gov,

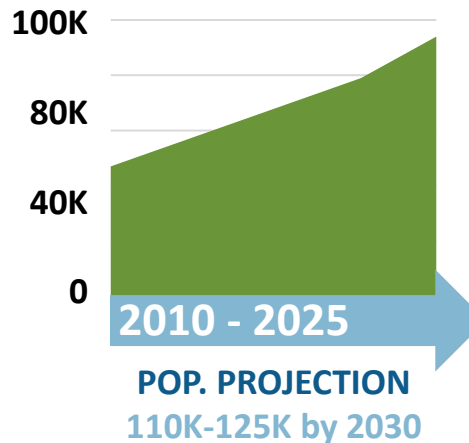
85K

Cedar Park



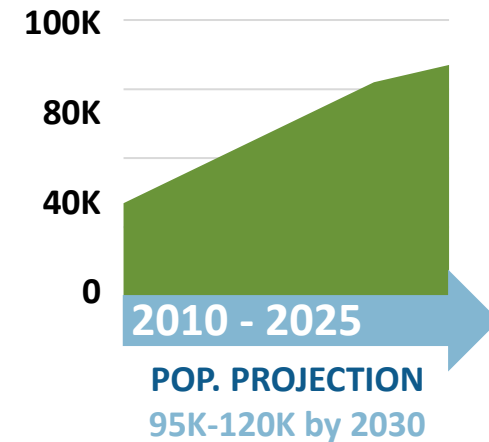
100K

Georgetown



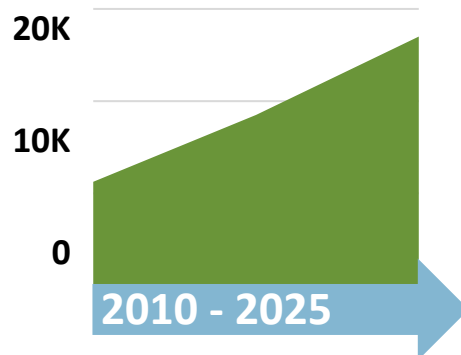
93K

Leander



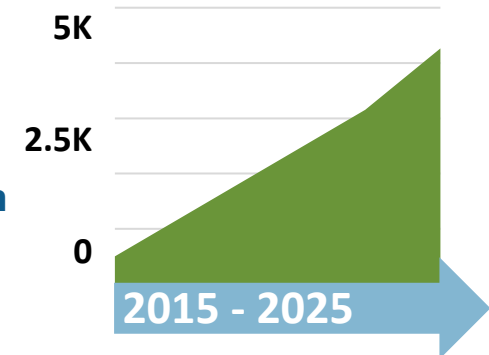
29K

Sun City



5K

Santa Rita Ranch



SEGMENT A COST ESTIMATE

\$307M

RM 1431 to RM 2243

\$205M

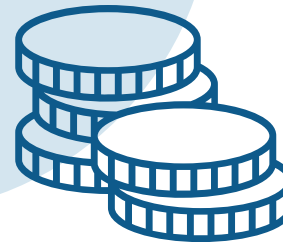
RM 2243 to SH 29

\$20M

Right of Way

\$532M

Total



QUESTIONS?



A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS IN SUPPORT OF THE PROPOSED DEVELOPMENT AND CONSTRUCTION OF ADDITIONAL PHASING IMPROVEMENT PROJECTS FOR RONALD REAGAN BOULEVARD.

WHEREAS, City of Leander (“City”) serves as the local government for a current population of approximately 89,177 City residents and citizens within Williamson County; and,

WHEREAS, City is committed to improving mobility, safety and economic growth and providing mobility options to the citizens of the region and its local community; and

WHEREAS, a reliable transportation infrastructure is vital to connect goods and people, with connectivity for motorists being the cornerstone of prosperity, creating expanded economic development and more financial opportunities for individuals and families; and

WHEREAS, Williamson County (“County”) in conjunction with City and other associated communities has developed and constructed roadway infrastructure for approximately 28 miles of Ronald Reagan Boulevard within the county and its associated communities with limits between IH 35 and RM 1431(including improvements to the intersections), adding millions of dollars in new tax revenue for the local communities, County and the State, and creating new options for mobility; and

WHEREAS, the Central Texas Regional Mobility Authority was created to improve the transportation system in Williamson and Travis Counties with a mission to implement transportation options that reduce congestion and create choices that enhance quality of life and economic vitality; and

WHEREAS, the Central Texas Regional Mobility Authority is currently considering undertaking the development and/or construction of additional frontage road and mainlane facility improvements for the Ronald Reagan Boulevard corridor in Williamson County and City between IH 35 and RM 1431 (including intersections); and

WHEREAS, the need for these roadway facilities are demonstrated by the average daily vehicle trip traffic along the Ronald Reagan Boulevard corridor, which have increased since the construction of initial phasing by County; and

WHEREAS, the population in City has increased by more than 123% from 2010 to 2020 according to the United States Census Bureau, and the overall Williamson County population is expected to more than triple to approximately 2,000,000 residents by 2050; and

WHEREAS, congestion is bad for the environment, for the economy, for public safety, and for quality of life; and the Additional Phasing Project will give drivers the option to spend less time on the road, help improve air quality and reduce the threat to public safety caused by crowded roadways; and

WHEREAS, continued investment in and development of mobility in the region is pivotal in accommodating the population and economic growth of Williamson County and its incorporated communities;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Leander reaffirms its support for the Central Texas Regional Mobility Authority's development and construction of the Ronald Reagan Boulevard main lane and frontage roads to improve the quality of life and safety of Williamson County, City and regional residents.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

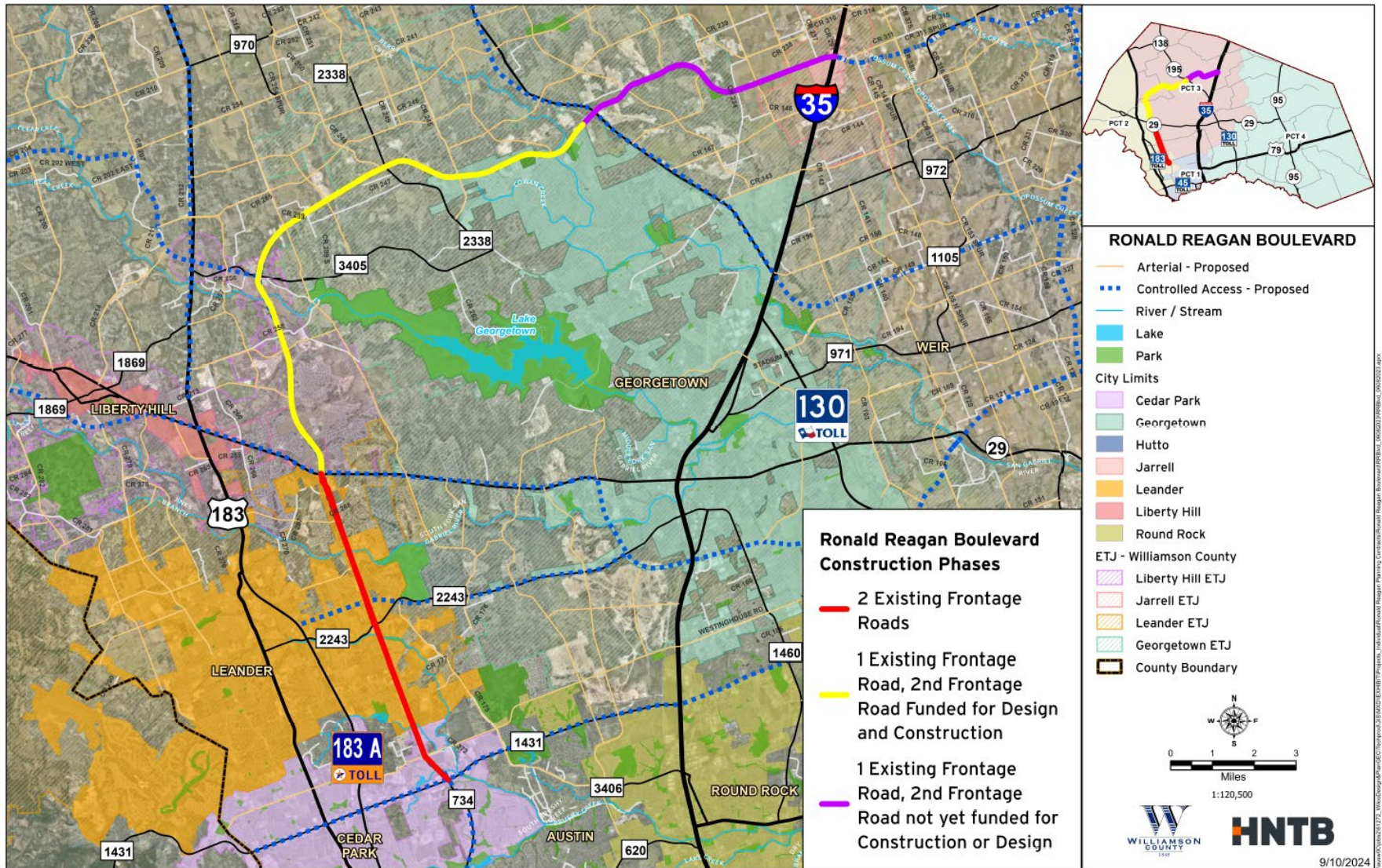
RESOLVED THIS 20 DAY OF March, 2025.

CITY OF LEANDER, TEXAS

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary





EXECUTIVE SUMMARY
3/20/2025

AGENDA SUBJECT:

Discuss and consider action on the approval of the Brushy Creek Fork Phasing Plan associated with Subdivision Case CP-24-0035 including a waiver request to the residential phasing plan requirements for the residential portion of the development on two (2) parcels of land 43.05 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031325 and R031601; and generally located 1,000 feet to the east of the intersection of Main Street and Hero Way on the south side of Hero Way, Leander, Williamson County, Texas.

BACKGROUND:

In January 2022, the City Council approved an update to the Subdivision Ordinance and Chapter 13 Utilities which added provisions for development phasing in response to the City's water concerns. The City Council conducted their annual review of the changes in January 2024 and determined that the phasing for subdivisions that include more than 30 lots is still necessary.

This proposal is for the approval of the Brushy Creek Fork Phasing Plan, which would allow for the development of 201 residential units in Phase 1, without a phasing plan as required by ordinance, and 5.37 acres of commercial with Phase 2.

Chapter 13 Utilities requires that a phasing plan is required when a subdivision includes more than 30 lots or units.

Sec. 13.12.002. - Development phasing plan required.

A development phasing plan is required for any subdivision within the city limits and extraterritorial jurisdiction that includes more than thirty (30) lots or units. The development phasing plan for the subdivision must be approved by the City Council before a subdivision concept plan will be approved.

Phase 1 includes 20.06 acres of residential development that is divided by floodplain and 5.34 acres of commercial. The development includes a natural divide between Blocks A and B which could accommodate the phasing of the residential portion of the project.

Blocks	Residential	Commercial
A	151 (Townhouses)	0 acres
B	50 (Cottage Housing)	0 acres
C	0	5.34 acres

HISTORY/TIMELINE:

07/12/2023 – PUD Zoning Approved

APPLICANT/AGENT:

WGI, Inc. (Amanda Saldivar) on behalf of Brushy Creek Fork, LLC. (Brent Heath)

RECOMMENDATION:

Staff recommends denial of the proposed waiver to the phasing requirements.

PRESENTER:

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

Fiscal Impact

Attachments:

1. CP-24-0035 Att 1 Phasing Plan
2. CP-24-0035 Att 2 Location Map
3. CP-24-0035 Att 3 Waiver Request

OWNER:
BRUSHY CREEK FORK, LLC.
1601 S. MOPAC EXPY, SUITE 175
AUSTIN, TX 78746
(512) 904-2227
CONTACT: LUKE KLINE

CIVIL ENGINEER:
WGI, INC.
755 E. MULBERRY AVE. STE. 501
SAN ANTONIO, TX 7812
(210) 860-9224
CONTACT: AMANDA SALDIVAR, P.E.

SURVEYOR:
4WARD LAND SURVEYING, LLC
PO BOX 90876
AUSTIN, TX 78709
(512) 537-6384
CONTACT: JASON WARD

ARCHITECT:
MARK ODOM STUDIO
1009 W. 6TH ST
AUSTIN, TX 78703
(469) 807-0639
CONTACT: SHANE BEARROW

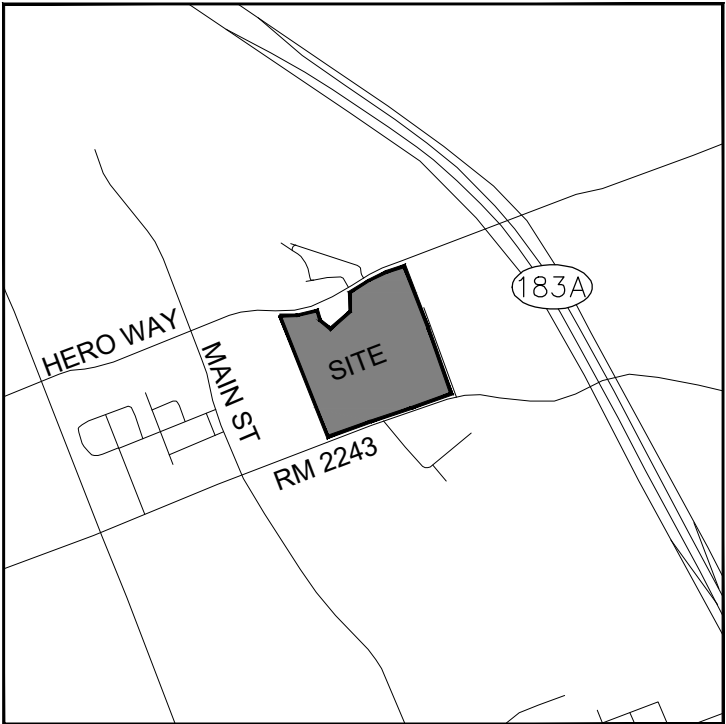
CONCEPT PLAN FOR BRUSHY CREEK FORK FM 2243 LEANDER, TEXAS 78641

APPROVED BY:

ROBIN M. GRIFFIN, AICP, EXECUTIVE DIRECTOR OF DEVELOPMENT SERVICES
DATE:

THE PHASING PLAN WAS APPROVED BY CITY COUNCIL ON
DATE:

PROJECT NO. CP-24-0035



LOCATION MAP
1" = 2,000'

SHEET LIST TABLE	
Sheet Number	Sheet Title
1	COVER SHEET
2	CONCEPT PLAN
3	PHASING PLAN
4	PARK PLAN

ZONING:
PER ORDINANCE 23-083-00, HOUSE TRACT MIXED USE PUD, THE EXISTING ZONING OF THE TRACT IS:
SFT-2-A (SINGLE FAMILY TOWNHOUSE)
CH-2-A (COTTAGE HOUSING)
LC-2-B (LOCAL COMMERCIAL)

FUTURE LAND USE MAP:
CITY OF LEANDER FUTURE LAND USE MAP CAPTURES THE OVERALL TRACT AS URBAN MIXED USE AND GREENWAY.

WATER METER NOTE:
PER THE MASONRY DEVELOPMENT AGREEMENT ESTABLISHING DEVELOPMENT STANDARDS FOR THE HOUSE TRACT SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 2023105821 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, NO PERMANENT RESIDENTIAL WATER METER(S) SHALL BE REQUESTED OR INSTALLED UNTIL AFTER JANUARY 1, 2026.

LAND USE SUMMARY:

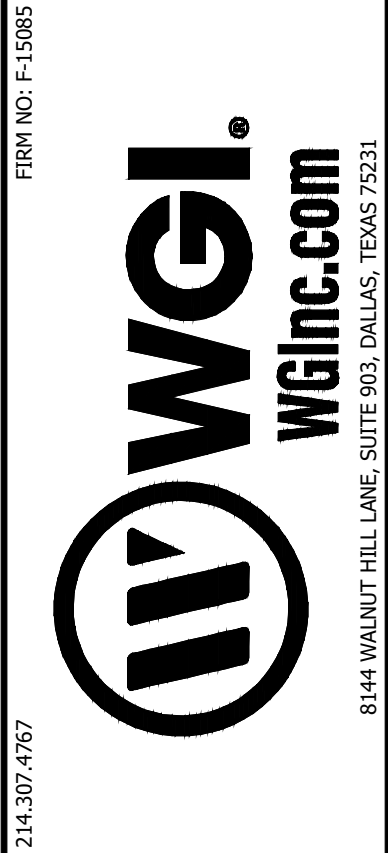
BLOCK	AREA (AC)	PROPOSED USE	NO. OF UNITS	DENSITY
A	7.66	COTTAGE HOUSING (RESIDENTIAL)	50	6.53 UNITS/ACRE
B	12.40	SINGLE FAMILY TOWNHOMES (RESIDENTIAL)	151	12.18 UNITS/ACRE
C	5.37	LOCAL COMMERCIAL (NON-RESIDENTIAL)	1 LOT	-
PARKLAND	17.62	PARKLAND/FLOODPLAIN	3 LOTS	-
TOTAL	43.05	-	-	-

SUBMITTAL DATE:
FEBRUARY 3, 2025

FILING DATE:
07/16/2024

PROJECT NUMBER:
CP-24-0035

NOT AUTHORIZED FOR
CONSTRUCTION PRIOR TO
FORMAL CITY APPROVAL



PRELIMINARY

NOT FOR CONSTRUCTION,
BIDDING, OR PERMIT
PURPOSES.

PREPARED UNDER THE
SUPERVISION OF
WGI, INC.
ON 2025-02-04

BRUSHY CREEK FORK

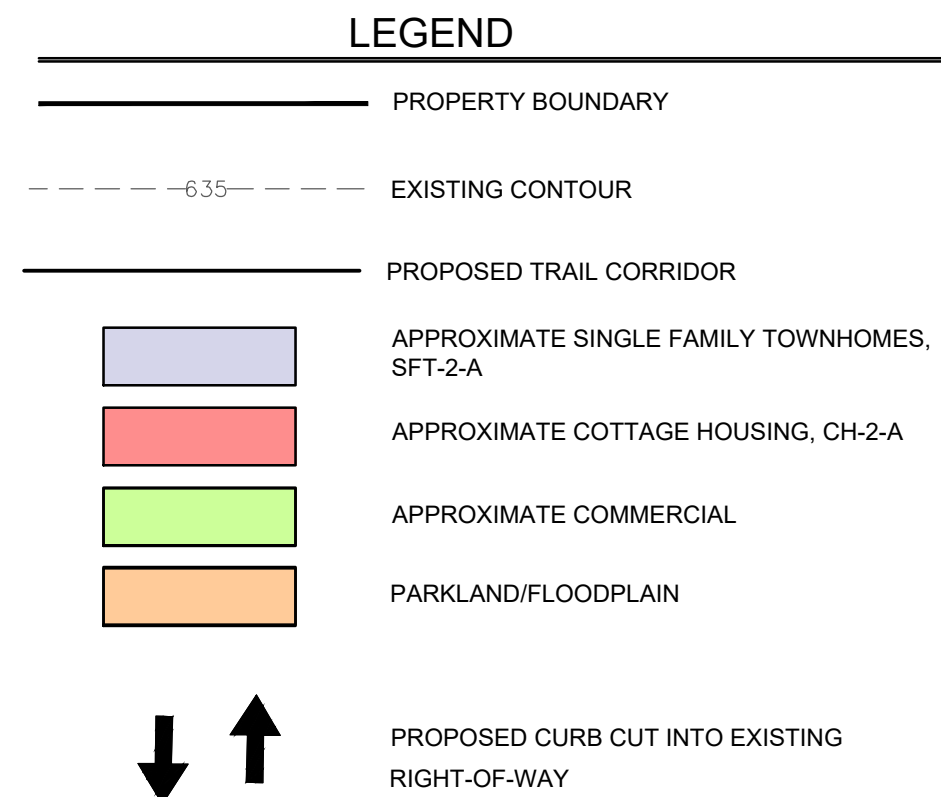
FM 2243
LEANDER, TEXAS 78641

COVER SHEET

SHEET

1

1 OF 4



- ## NOTES

WGI.
WGInc.com

BRUSHY CREEK
FM 2243, LEANDER, TX 78641
PHASING PLAN

SHEET
3
3 OF 4



December 30, 2024

City of Leander
PO Box 319
Leander, Texas 78646

RE: Phasing Waiver Request
 Brushy Creek Fork

To Whom It May Concern:

The Brushy Creek Fork development, encompassing 43.02 acres as outlined in Concept Plan CP 24-0035, respectfully requests a variance to waive the requirements of SO Art II, Sec 20 (d)(ii) for the residential portion of the project exceeding 30 units. The proposed single-family residential development seeks approval to proceed as a single phase. Please note the proposed commercial development will be apart of a separate phase from the residential development.

The project site borders Hero Way, a vital public corridor. Conducting construction in multiple phases would lead to prolonged periods of disruption to residents and local traffic. By completing the residential development in one phase, we can significantly reduce the overall duration of construction along Hero Way, minimizing inconvenience to the community.

A significant portion of the project site lies within the existing Atlas 14 100-year floodplain. To address this, the project will undergo a Conditional Letter of Map Revision (CLOMR) to reclaim sections of the floodplain for development. A single-phase approach allows us to efficiently mobilize construction resources once, rather than repeating costly and time-consuming mobilization for each phase. This approach optimizes efficiency while aligning with floodplain reclamation efforts.

The development plan includes the simultaneous installation of all essential public infrastructure, including water and wastewater utilities, roads and transportation networks, and drainage systems.

Executing infrastructure installation concurrently across the entire residential development ensures seamless integration of systems, improves construction efficiency, and enhances project cohesion. This approach not only reduces the risk of inconsistencies but also accelerates project delivery.

We believe that proceeding with a single-phase residential development aligns with the best interests of the community, reduces disruption, and allows for the efficient and cost-effective delivery of public infrastructure. We respectfully request the approval of this variance to enable the timely and efficient completion of the Brushy Creek Fork development.

If you should have any questions about the information contained herein, please do not hesitate to contact WGI offices for clarification.

Regards,

WGI, Inc.

Texas Engineering Firm No. F-15085

Erin Sandoval, E.I.T.
Senior Graduate Engineer



EXECUTIVE SUMMARY
3/20/2025

AGENDA SUBJECT:

Discuss and consider action on the First Reading of an Ordinance regarding the Oakwood Hills Annexation Case A-24-0015 and the adjacent 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 right-of-way 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:

A resolution was adopted on February 6, 2025 and commenced the voluntary annexation of 337.292 acres $\pm$ as described above. The resolution set the public hearing for March 6, 2025, and the readings of the ordinance for March 6, 2025, and March 20, 2025.

This development includes a large lot subdivision that would be served by City water and private septic systems. This annexation also includes a limitation on the number of building permits that may be issued. The landowner may not apply for building permits for more than 184 single-family residential lots located below the 965-foot elevation on the property until the completion of the water tower proposed on Hero Way.

The City Council discussed this item during the March 6, 2025, meeting and expressed concerns regarding annexation of the property and the ability for the City to serve the property with Police and Fire Service. Action on the item was tabled to provide time for staff to meet with the developer.

HISTORY/TIMELINE:

02/06/2025 - Resolution Adopted

APPLICANT/AGENT:

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

RECOMMENDATION:

Staff recommends postponing action on the request to April 17, 2025, meeting to allow staff additional time to work with the applicant on options for development.

PRESENTER:

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

Fiscal Impact

Attachments:

1. A-24-0015 Att 1 Ordinance - Oakwood Hills
2. A-25-0019 Att 2 Ordinance - Oakwood Hills ROW
3. A-24-0015 & A-25-0019 Att 3 Location Map - Oakwood Hills
4. A-24-0015 & A-25-0019 Att 4 Oakwood Hills Subdivision - Aerial Map

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 337.292 ACRES OF LAND, MORE OR LESS, LOCATED IN TRAVIS COUNTY, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit A**.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

BEING 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, being more particularly described in **Exhibit B** attached hereto and incorporated herein for all purposes.

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as **Exhibit A**.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of the services agreement attached hereto as **Exhibit A**, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District “SFR-1-B” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established, therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov’t. Code*.

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov’t. Code*.

PASSED AND APPROVED on First Reading this ____ day of _____, 2025.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

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.

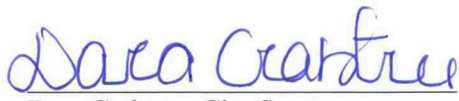
(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(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.

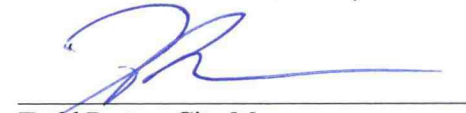
(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall 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 6 day of February, 2025.

ATTEST:


Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS


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

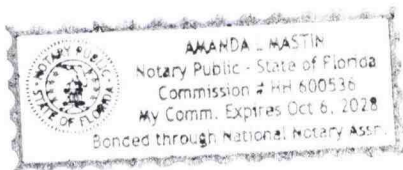


Exhibit B

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:

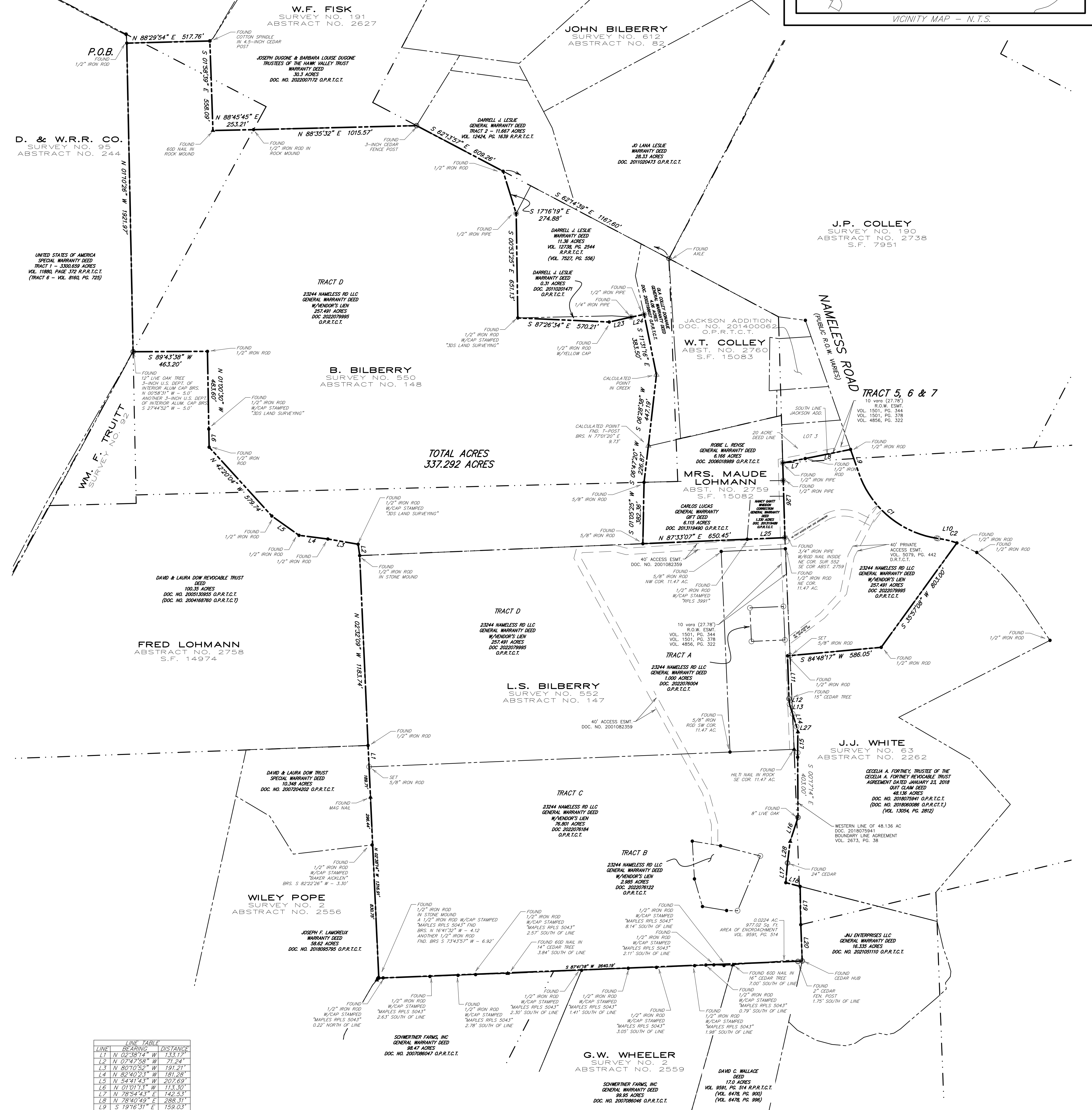
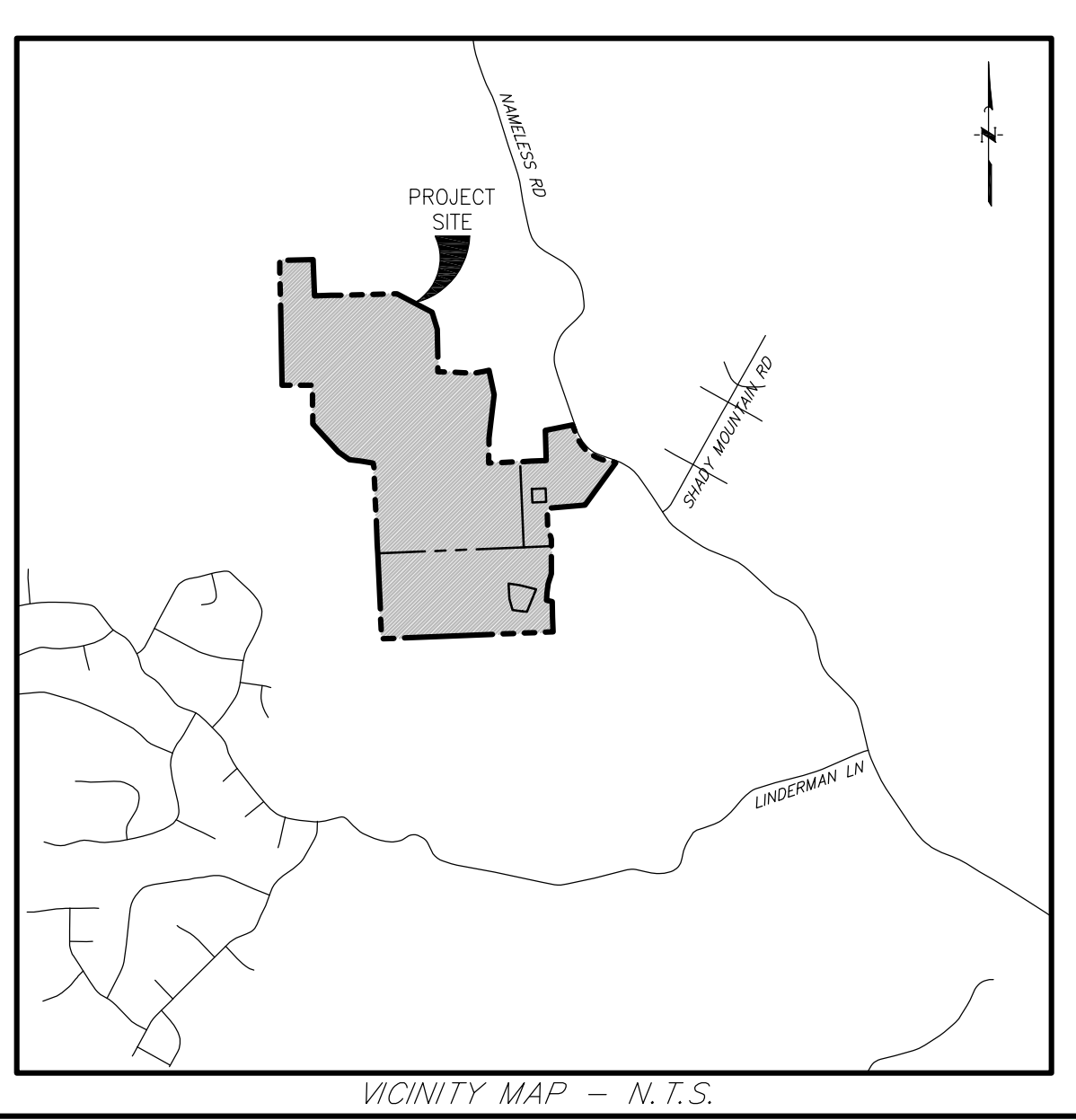


LEGEND

- IRON ROD FOUND
- IRON PIPE FOUND
- NAIL FOUND
- 5/8" IRON ROD SET W/CAP
- STAMPED "JONES/DAWNEY"
- 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. 82 O.P.R.T.C.T.

MCKINNEY & WILLIAMS
SURVEY NO. 601
ABSTRACT NO. 574



LINE	BEARING	DISTANCE
L1	N 02°38'14" 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	181.28'
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" E	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	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'

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.

TRACT A 1.000 ACRES
TRACT B 2.985 ACRES
TRACT C 76.801 ACRES
TRACT D 257.491 ACRES
TOTAL: 337.292 ACRES

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

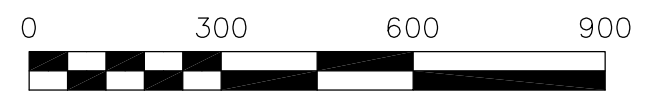
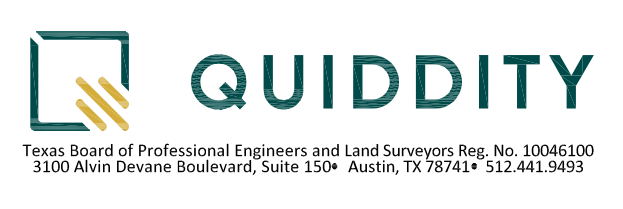


EXHIBIT
OF
337.292 ACRES
OUT OF THE
L.S. BILBERRY SURVEY, A-147
D. & W.R.R. CO. SURVEY, A-244
W.F. FISK SURVEY, A-2627
B. BILBERRY SURVEY, A-148
J.J. WHITE SURVEY, A-2262
FRED LOHMANN, SURVEY, A-2758
CITY OF LEANDER,
TRAVIS COUNTY, TEXAS
SEPTEMBER 2022



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING A PORTION OF NAMELESS ROAD LOCATED IN AND OWNED BY TRAVIS COUNTY, TEXAS; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home-rule municipality authorized by Texas Local Government Code § 43.1055 to annex right of way that is contiguous to the City's boundary or to an area being simultaneously annexed after providing notice to the owner of the right of way of the intent to annex right of way and allowing the owner of the right of way 61 days to provide written objection to the proposed right of way; and

WHEREAS, the City of Leander has provided notice to the owner of the right of way of the intended annexation of a portion of Nameless Road and 61 days have elapsed without objection from the owner of the right of way; and

WHEREAS, the property is contiguous to the present city boundary or to an area being simultaneously annexed by the City of Leander.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. That certain portion of Nameless Road described in greater detail in **Exhibit A** attached hereto and incorporated by reference herein for all purposes is hereby annexed into the corporate boundaries of the City of Leander Texas.

SECTION 4. That the official map and boundary of the City, heretofore adopted and amended be and hereby are amended so as to include the annexed right of way as part of the City of Leander.

SECTION 5. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

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

PASSED AND APPROVED on First Reading this ____ day of ____, 2025.

FINALLY PASSED AND APPROVED on this ____ day of ____, 2025.

ATTEST:

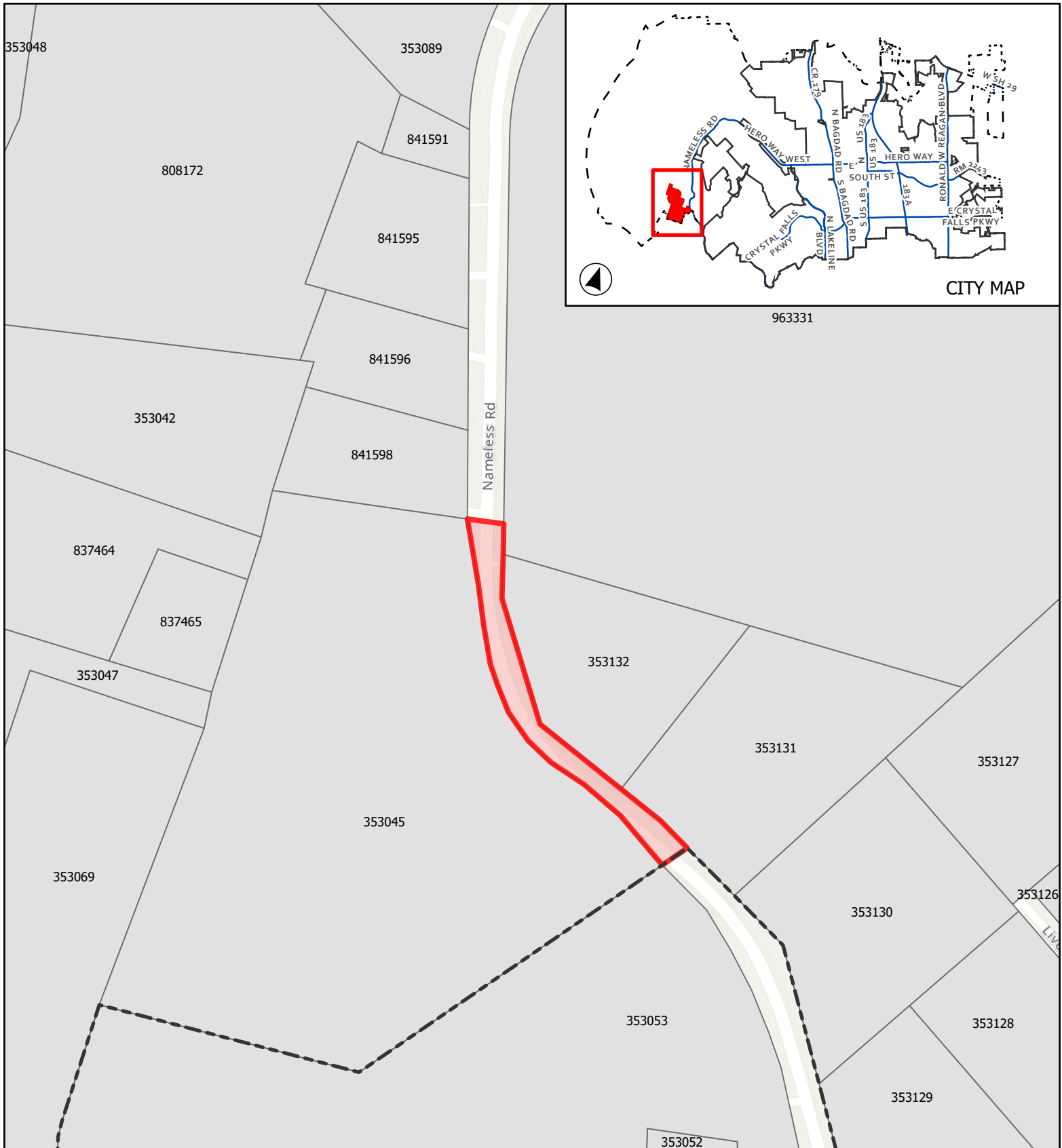
CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

**ANNEXED RIGHT OF WAY
[SEE ATTACHED]**



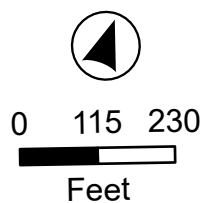
**CASE: A-24-0015 &
A-25-0019**

Exhibit A

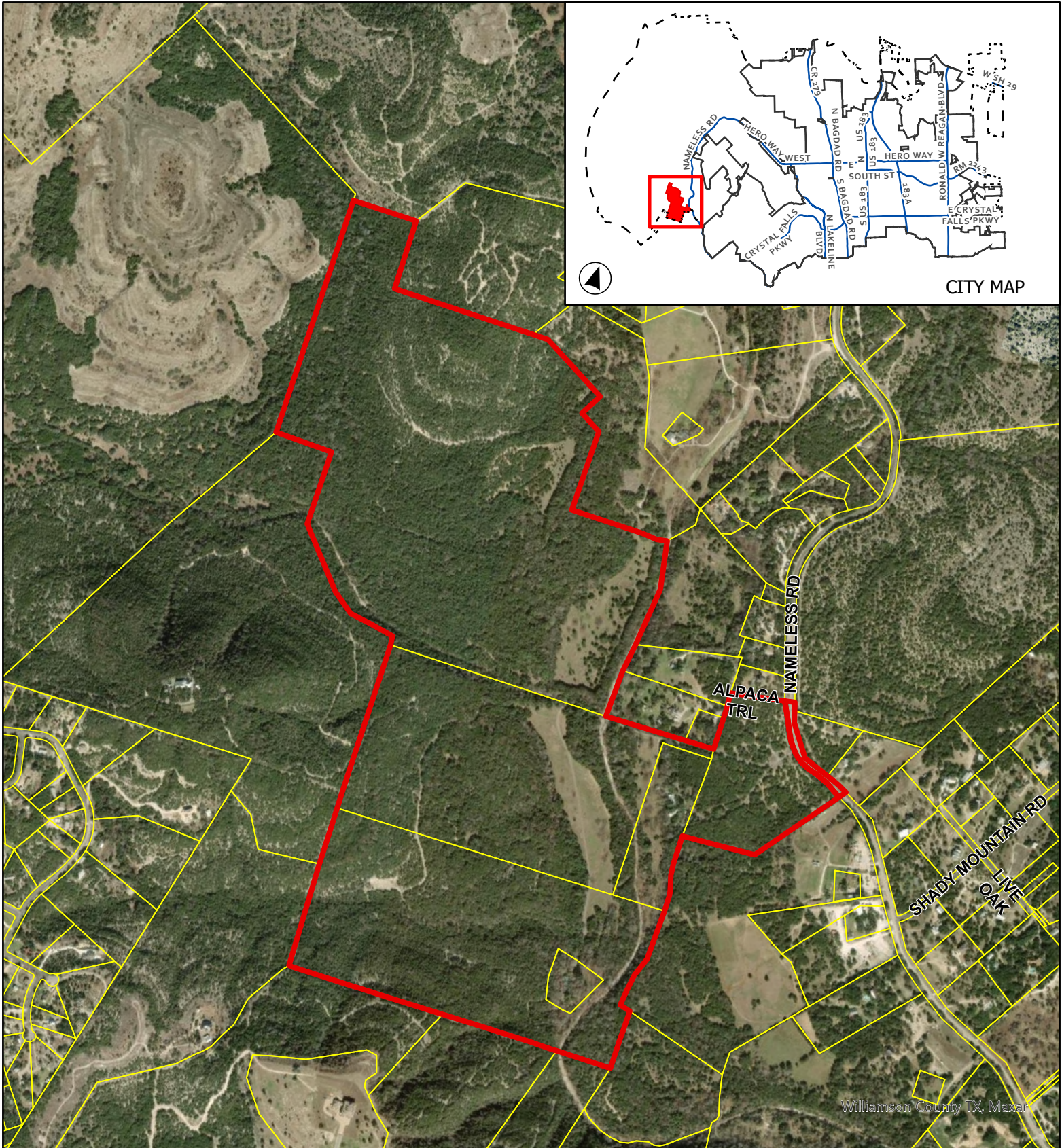
OAKWOOD HILLS

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



CASE: A-24-0015
& A-25-0019

ATTACHMENT 4

OAKWOOD HILLS SUBDIVISION

Aerial Map

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

0 412.5 825

Feet

Leander City Limits
 Subject Boundary



EXECUTIVE SUMMARY
3/20/2025

AGENDA SUBJECT:

Discuss and consider action on a Resolution to approve an Application Filing and Authorized Representative Resolution as required by the Texas Water Development Board for the City's proposed SWIFT Loan Application through the Brushy Creek Regional Utility Authority (BCRUA).

BACKGROUND:

The Brushy Creek Regional Utility Authority (BCRUA) is a regional partnership of the cities of Cedar Park, Round Rock, and Leander. Portions of the regional system have already been constructed (Phase 1A, Phase 1C) or are currently under construction (Phase 1D, Phase 2). BCRUA is seeking funding for the construction of the next Water Treatment Plant Expansion referred to as the Phase 2A Project.

The current Water Treatment Plant capacity is 32.5 million gallons per day (MGD). Construction is nearing completion for the Phase 1D expansion thereby increasing treatment capacity to approximately 41.9 MGD. This Project consists of the construction of the Phase 2A Water Treatment Plant Expansion to further increase treatment capacity to approximately 64.2 MGD. The expansion includes two new treatment trains, a six-million-gallon clearwell, and expansions to the associated booster pumping, chemical feed systems, recycle water, and the disinfection basin. The capacity allocation for Phase 2A is 11.7 MGD to the City of Leander (52.4%) and 10.6 MGD to the City of Round Rock (47.6%). Cedar Park is not a participant in this expansion. Phase 2A is currently under design. Design of Phase 2A is underway with construction anticipated to commence in Fall 2025 and conclude in Spring 2028.

An Abridged Application has been submitted to Texas Water Development Board (TWDB) to request financial assistance through the State Water Implementation Fund for Texas (SWIFT) program. The City of Leander has utilized SWIFT funding to fund prior BCRUA projects including the Phase 1C and 1D WTP expansions and the Phase 2 Raw Water Delivery System Project on Lake Travis. The SWIFT program offers low-interest loans reflecting the program's AAA credit rating with the interest rate further reduced by a subsidy established by the TWDB for each funding cycle.

HISTORY/TIMELINE:

Total funding of \$138,050,000 for the Phase 2A construction project was submitted with the abridged application submitted in February 2025 and is currently under review by the TWDB. This includes construction, bid phase services, construction phase services, material testing, as well as a 25% contingency. Based on capacity, the allocation of the cost is 52.4 percent for Leander (\$72,340,000) and 47.6 percent for Round Rock (\$65,710,000).

Leander is proposing a multi-year commitment schedule, to be taken down in Fiscal Year 2026 and 2027 in the amount of \$36,170,000 each fiscal year.

It is anticipated that TWDB will extend an invitation to submit a full application in April. If desired, the City of Leander may reduce the requested funding amount during preparation of the full application. Full applications are due within 30 days of the invitation to submit, and loan closing are anticipated to occur in Fall 2025.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Gina Ellison, PE, Executive Director of Public Works

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$72,340,000
<u>Approved in current budget (Yes / No):</u>	No
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Multi-Year - FY2026 and FY2027
<u>Fund source (Operating / Utility / etc.):</u>	Texas Water Development Board - State Water Implementation Fund for Texas (SWIFT)

Attachments:

1. BCRUA Phase 2A Resolution Authorizing BRCUA Deferred Loan Application
2. 2025-SWIFT-Abridged-Application

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

TWDB-0201A
Rev 11/16

RESOLUTION NO.

Application Filing and Authorized Representative Resolution

A RESOLUTION by the City Council of City of Leander, Texas requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

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

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$72,480,000 to provide for the costs of planning, design and construction for the Brushy Creek Regional Water Treatment and Distribution Project.

SECTION 2: That the City Manager be and is hereby designated the authorized representative of the City of Leander for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Leander before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor:	Chris Allen RBC Capital Markets, LLC 609 Main Street, Suite 3600 Houston, TX 77002
Engineer:	Aaron Archer Walker Partners 6504 Bridge Point Parkway, Suite 200 Austin, TX 78730
Bond Counsel:	Gregory Miller Bickerstaff Heath Delgado Acosta LLP Two Barton Skyway 1601 S. MoPac Expy., Suite C400 Austin, Texas 78746

PASSED AND APPROVED, this 20th day of March 2025.

ATTEST: _____
City Secretary
City of Leander

By: _____
Mayor
City of Leander

(Seal)

State Water Implementation Fund for Texas (SWIFT)

Abridged Application

Due by 5:00 p.m. CST on February 3, 2025

Submit via Email: SWIFT@twdb.texas.gov

Apply Online: <https://ola.twdb.texas.gov>

By submitting this abridged application, you understand and confirm that the information provided is true and correct to the best of your knowledge and further understand that the failure to submit a complete abridged application by the stated deadlines, or to respond in a timely manner to additional requests for information, may result in the withdrawal of the abridged application without review.

GENERAL INFORMATION

Entity Name		County	Regional Water Planning Area
Brushy Creek Regional Utility Authority, Inc.		Williamson	G - Brazos

Contact Who should TWDB contact with questions during the review of this submission?	Name	Sam Roberts, P.E.
	Title	General Manager
	Phone	512.799.4526
	Email	sroberts@bcrua.org

PROJECT DESCRIPTION

Project Name As it appears in the 2022 State Water Plan	Brushy Creek Regional Utility Authority Treatment and Distribution Project		
Where can the project be found in the 2021 <u>Regional</u> Water Plan? TWDB Staff will utilize information from both the State and Regional water plans to identify and review the project.	The project is described on page #:	Brazos G Plan, Volume 2, pg. 9.3-1 to 9.3-9	
	The capital cost is listed on page #:	9.3-8	
Phase(s) Applied For	☐ Planning ☐ Acquisition ☐ Design ☒ Construction		
Population Served When Fully Operational	563,669 (combined population of the partner cities in 2070 from the Region K and G plans)		

DESCRIPTION OF PROPOSED PROJECT COMPONENTS

Please be sure this description includes all major project components and clearly states what the project seeks to accomplish. A high level of detail is not necessary at this stage—such information is collected later in the application process—but the description should make clear that the proposed work is the same as identified in the regional water plan.

The Brushy Creek Regional Utility Authority (BCRUA) is a regional partnership of the cities of Cedar Park, Round Rock, and Leander. Portions of the regional system have already been constructed (Phase 1A, Phase 1C) or are currently under construction (Phase 1D, Phase 2). BCRUA is seeking funding for construction of the next WTP expansion referred to as the Phase 2A Project.

Phase 2A expands the WTP to treat the additional capacity provided by the Phase 2 raw water delivery system (currently under construction and funded by TWDB using Series 2021 and 2023 SWIFT funds). The Phase 2A expansion will increase the capacity of the WTP from approximately 42 mgd to approximately 64 mgd. The expansion includes two new treatment trains, a clearwell, and expansions to the booster pumping, chemical feed systems, and the disinfection basin.

Phase 2A is currently under design. Construction of Phase 2A will commence around Q3 2025. Round Rock and Leander are requesting SWIFT funds for this project. Cedar Park is not a participant in this expansion.

Emergency
Select all that apply

- ☐ Applicant/entity's water supply will last less than 180 days.
☐ Applicant has received or applied for Federal emergency funding.
☒ None of the above.

Agricultural Efficiency Project?

☐ Yes ☒ No

If "Yes," agricultural efficiency improvement achieved by implementing the project:

Please provide an attachment showing the basis for your calculation.

- | | |
|----------------------------------|------------------------------------|
| ☐ <1% | ☐ 10%-13.9% |
| ☐ 1%-1.9% | ☐ 14%-17.9% |
| ☐ 2%-5.9% | ☐ ≥ 18% |
| ☐ 6%-9.9% | |

Household Cost Factor			
Household Cost Factor calculated by dividing the service area's average residential water bill by its annual median household income. For regional projects, these should represent the combined service areas of all participating entities.			
Estimated average annual residential water bill:	\$663	Annual Median Household Income:	\$109,788
The proposed project addresses:	☐ Conservation ☐ Water Loss ☐ N/A		
Volume of Water Produced/Conserved (in Acre/Feet per Year)			
Please provide the total water supply project yield of the entire project on an annual basis in acre-feet per year, for each planning decade. A water volume in the 2040 decade, for example, is assumed to come online in or prior to the year 2040 but is a snapshot annual volume for that decade; it is not a sum of the annual use in the decade.			
2020	2030	2040	2050
7,494	22,305	33,023	45,534
2060	2070		
55,911	57,367		
Readiness to Proceed Select all that apply		☒ Preliminary planning or design work (30% of total project) has been completed or is not required. ☒ Applicant is prepared to begin implementation or construction within 18 months of application deadline. ☒ Applicant has acquired all water rights associated with the proposed project, or none will be required.	

ESTIMATED COSTS

Effective for 2024 and future cycles, applicants with at least one public rating from a nationally recognized statistical rating agency need to maintain the rating until their SWIFT obligations are retired or no longer held by the TWDB.

Effective for 2025 and future cycles, entities whose application for financial assistance from the SWIFT program (when combined with outstanding balances and commitments within SWIFT and within the DFund as entered into via SWIFT prioritization) exceeds four percent of the anticipated principal balances owed for political subdivision obligations in the SWIFT program portfolio and in the DFund portfolio within the SWIFT program as of December of the previous year must provide a publicly-available, investment grade rating (no lower than BBB –, Baa3 or their equivalent) from a nationally-recognized statistical rating organization for the proposed collateral or credit securing the anticipated SWIFT program obligations along with the full application.

Low-interest Loan	\$ 138,050,000
Deferred Loan	\$
Board Participation	\$
Local Contribution	\$
Other:	\$
Total Estimated Project Costs	\$ 138,050,000

Anticipated Commitments Please attach proposed schedule for multi-year commitments.	☐ One-Time Commitment	☒ Multi-Year Commitments***
Anticipated Debt Service Structure Please attach explanation if requesting non-level debt service.	☒ Level ☐ Other Request	

LIST OF WATER SYSTEMS SERVED BY THE PROPOSED PROJECT

NAME	PWS ID
City of Cedar Park	
City of Round Rock	
City of Leander	
Williamson Travis Counties MUD 1	
Block House Creek MUD	
Indian Springs	
City of Georgetown	
Paloma Lake MUD 2	
Tal Tex	
Williamson County MUD 10	
Round Rock Ranch PUD Utility Company	
Blessing Mobile Home Park	
Fern Bluff MUD	
Williamson County MUD 11	
Paloma Lake MUD 1	
Vista Oaks MUD	
Walsh Ranch MUD	
City of Liberty Hill	
City of Jonestown (future)	

ATTACHMENTS CHECKLIST

- ☐ Methodology for determining agricultural conservation savings (if applicable)
- ☒ Proposed multi-year commitment schedule (if applicable)
- ☐ Proposed debt service structure (if applicable)

SUBMITTAL

Instructions	To submit your Abridged Application via email, please send this form to SWIFT@twdb.texas.gov .
	To submit your Abridged Application using TWDB's Online Loan Application tool, please visit https://ola.twdb.texas.gov .
TWDB Contact Information	If you would like to schedule a meeting to discuss your project with TWDB staff, please contact the Regional Project Development Team for your region: http://www.twdb.texas.gov/contact/office/wsi.asp#rwpd .
	For general SWIFT program inquiries, please email SWIFT@twdb.texas.gov .

***** Note that a final decision on one-time vs multi-year is pending.**

City of Round Rock Proposed Multi-year Commitment Schedule

<i>Fiscal Year</i>	<i>Loan Amount</i>	<i>Total</i>
2026	\$32,855,000	\$32,855,000
2027	\$32,855,000	\$65,710,000
	\$65,710,000	

City of Leander Proposed Multi-year Commitment Schedule

<i>Fiscal Year</i>	<i>Loan Amount</i>	<i>Total</i>
2026	\$36,170,000	\$36,170,000
2027	\$36,170,000	\$72,340,000
	\$72,340,000	



EXECUTIVE SUMMARY
3/20/2025

AGENDA SUBJECT:

Discuss and consider action on appointing two (2) Councilmembers to a City Council Service Enhancement Committee.

BACKGROUND:

The City of Leander is committed to providing high-quality services to residents and businesses while fostering a supportive and effective work environment for staff. To further this goal, the City Council is establishing a committee to work through the City Manager to review departmental operations, identify challenges in service delivery, and enhance both internal and external interactions.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Todd Parton, City Manager

Fiscal Impact

Attachments: