



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, April 17, 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 551.074, Personnel, to discuss appointments to the Planning and Zoning Commission and Board of Adjustment; 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; and
 3. Section 551.071, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, and Section 551.087, Texas Government Code, to deliberate with legal counsel regarding an addendum to a Chapter 380 Agreement by and between City of Leander and Home Depot, USA, Inc.; and
 4. Section 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of property for the Leander 2243 Water Main Project (CIP W.18); and
 5. Section 551.074, Texas Government Code, to discuss the evaluation process of City Manager.

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

1. Appointments to the Planning and Zoning Commission and Board of Adjustment; and
2. Acquisition of property for public purpose; and
3. Addendum to a Chapter 380 Agreement by and between City of Leander and Home Depot, USA, Inc.; and
4. Acquisition of property for the Leander 2243 Water Main Project (CIP W.18); and
5. Evaluation process of City Manager.

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. Recognitions/Proclamations/Visitors.

- National Animal Control Officer Appreciation Week (April 13-19)
- National Public Safety Telecommunicators Week (April 13-19)
- Mayor's Monarch Pledge Proclamation

8. Staff Reports

- Capital Improvement Project Update regarding Bagdad Road and Collaborative Way (CIP T.71) and Senior Center (CIP P.6) Projects.

9. Leander History

CONSENT AGENDA: ACTION

10. Approval of the minutes for meeting held on April 3, 2025.
11. Approval of an interlocal agreement with the Member Governments of the Williamson County Regional Animal Shelter (WCRAS) to incorporate Georgetown into the WCRAS.
12. Approval of Amendment No.4 to Task Order FNI-3 with Freese and Nichols, Inc., for San Gabriel Parkway Roadway Project Phase 2 (CIP T.11), to provide for the update and resubmission of the Contributing Zone Plan Modification to Texas Commission of Environmental Quality, increasing the current contract amount by \$7,344.00 for a new total of \$1,032,846.00; and authorize the City Manager to execute any and all necessary documents.
13. Acceptance of infrastructure improvements associated with Subdivision Case PICP-21-0039 Edgewood Phase 2 Section 1 generally located one half mile south of the intersection of RM 2243 and CR 175 on the east side of CR 175 for public streets, stormwater/drainage, water, wastewater and streetlights.
14. Acceptance of infrastructure improvements associated with Subdivision Case 21-PICP-017 Rosenbusch Ranch Phase 4 generally located to the east of the intersection of N. Lakeline Boulevard and Vista Ridge Drive, to the west of the Vista Ridge Subdivision for public streets, drainage, water, and wastewater.
15. Approval of the Roadway Impact Fee (RIF) Offset Agreement for the Lifestyle Leander Subdivision for the construction of East Street improvements located to the north of Hero Way adjacent to Lot 1, Block A of the Lifestyle Leander subdivision to reduce the RIF paid at the time of building permits to reflect the value of the construction of East Street pursuant to Article 12.08 of the Code of Ordinances; and authorize the City Manager to execute any and all necessary documents.
16. Approval of the Amendment to the Sarita Valley Memorandum of Agreement (MOA) regarding tree mitigation requirements associated with drainage improvements prior to the final site development for

one (1) parcel of land 20.026 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R037216, generally located to the southeast of the intersection of RM 2243 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

17. Approval of the extension of the application expiration for Subdivision Case PICP-23-0101 regarding Travisso Phase 3 Section 9 development on one (1) parcel of land 92.079 acres ± in size, more particularly described by Travis County Appraisal District Parcel 964975; generally located north of the intersection of Normandy View and Torcello Cove, Leander, Travis County, Texas.
18. Approval of the second reading of an Ordinance regarding Zoning Case Z-24-0154 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the McCall Capital Minor Planned Unit Development with the base zoning of GC-3-C (General Commercial) on one (1) parcel of land 4.06 acres ± in size, more particularly described by Williamson Central Appraisal District parcel R032207; and is generally located east of 183A Toll Road, approximately 270 feet south of Bulbine Drive, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

19. Conduct a Public Hearing regarding Zoning Case Z-24-0151 to amend the current zoning of SFR-1-B (Single-Family Rural) to SFS-2-A (Single-Family Suburban) on one (1) parcel of land 10.01 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R318556; and more commonly known as 551 Private Road 920, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Zoning Case Z-24-0151 as described above.
20. Conduct a Public Hearing regarding Ordinance Case OR-25-0028 to amend the Subdivision Ordinance to update the criteria for Short Form Final Plats and update the application extension process, and to provide for related matters; Leander, Williamson and Travis Counties, Texas.
 - Discuss and consider action regarding Ordinance Case OR-25-0028 as described above.

REGULAR AGENDA

21. Discuss and consider action on the first reading of an Ordinance regarding the Oakwood Hills Annexation Case A-24-0015 and the adjacent right-of-way (ROW) of Nameless Road Annexation Case A-24-0019 regarding the voluntary annexation of 337.292 acres ± in size, more particularly described by Travis Central Appraisal District as Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and the portion of the abutting ROW known as Nameless Road and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.
22. Discuss and consider action on the first reading of an Ordinance 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.
23. Discuss and consider action on a waiver to the residential phasing plan requirements for Subdivision Case CP-24-0041 Lone Star Landing Phase 2 Concept Plan on one (1) parcel of land 37.015 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031560; and generally located at 800 CR 177, Leander, Williamson County, Texas.

24. Discuss and consider action on Development Agreement Case DA-25-0023 Home Depot Development Agreement between Austin Community College (ACC), Home Depot, and the City of Leander for a property located on one (1) parcel of land approximately 15.27 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R505807; and generally located 750 feet northwest of the intersection of 183A Toll Road and Hero Way, Leander, Williamson County, Texas to establish development standards regarding roads, waterlines, and dedication of right-of-way (ROW); and to authorize the City Manager to execute any and all necessary documents.
25. Discuss and consider action on appointments to fill unexpired terms to the following boards, commissions and committees: Board of Adjustment, Historic Preservation Commission, Leander Public Arts and Culture Commission, Parks and Recreation Advisory Board; Planning and Zoning Commission, and others if necessary.
26. Receive a City staff report and hold discussion on the City of Leander's Access Management Plan for the Ronald Reagan Boulevard corridor.
27. Discuss and consider action on directing staff regarding the marketing materials for the City of Leander community survey.
28. Discuss and consider action on directing staff regarding the Request for Proposal for Community Brand Strategy.
29. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*
30. Council Member Closing Statements.
31. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into Executive Session on any of the above posted agenda for which state law authorizes Executive Session to be held, including but not limited to Sections 551.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [prospective gift to city], 551.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [Deliberations regarding Economic Development Negotiations]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 11 day of April 2025 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC

LEANDER HISTORY

EASTER EDITION



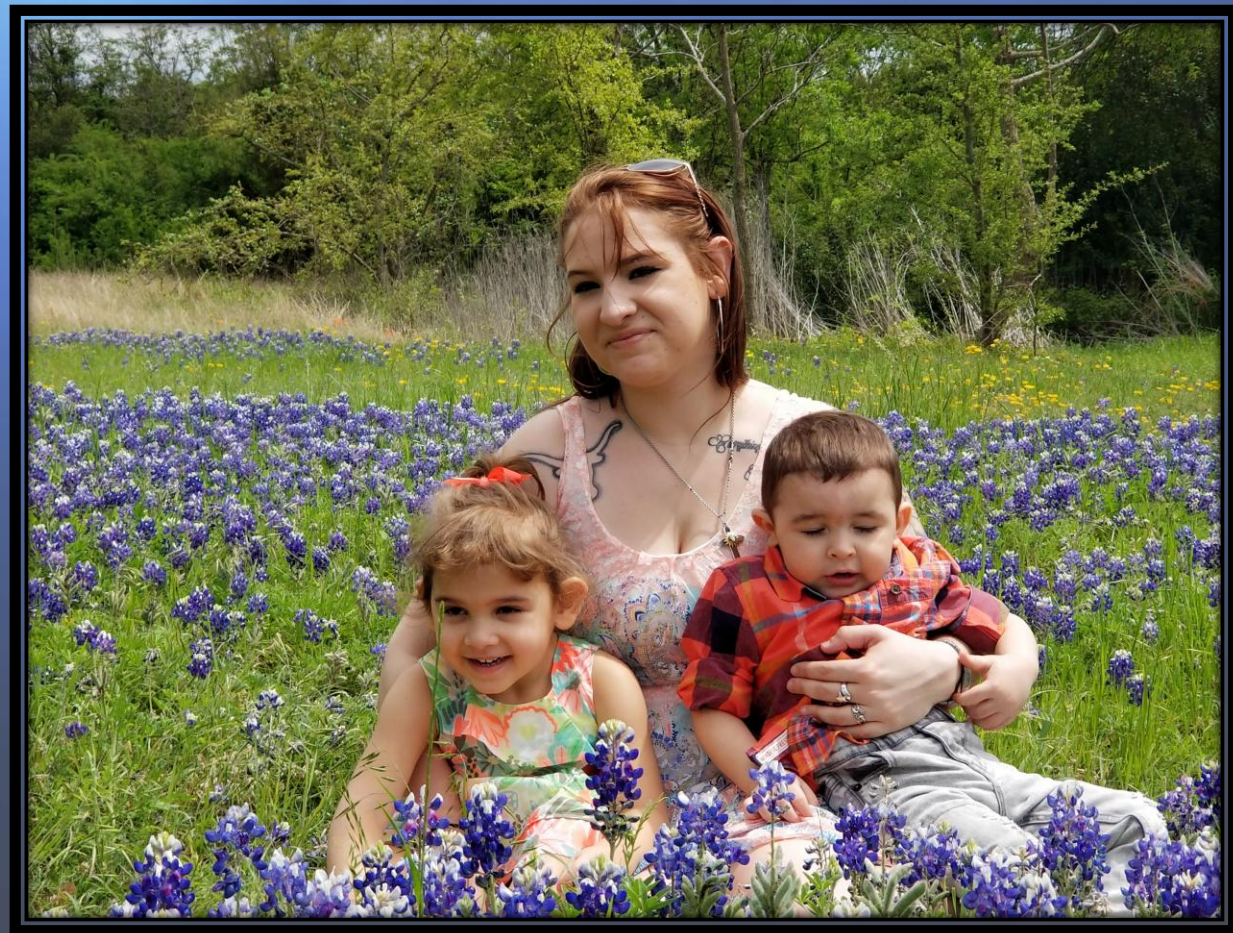
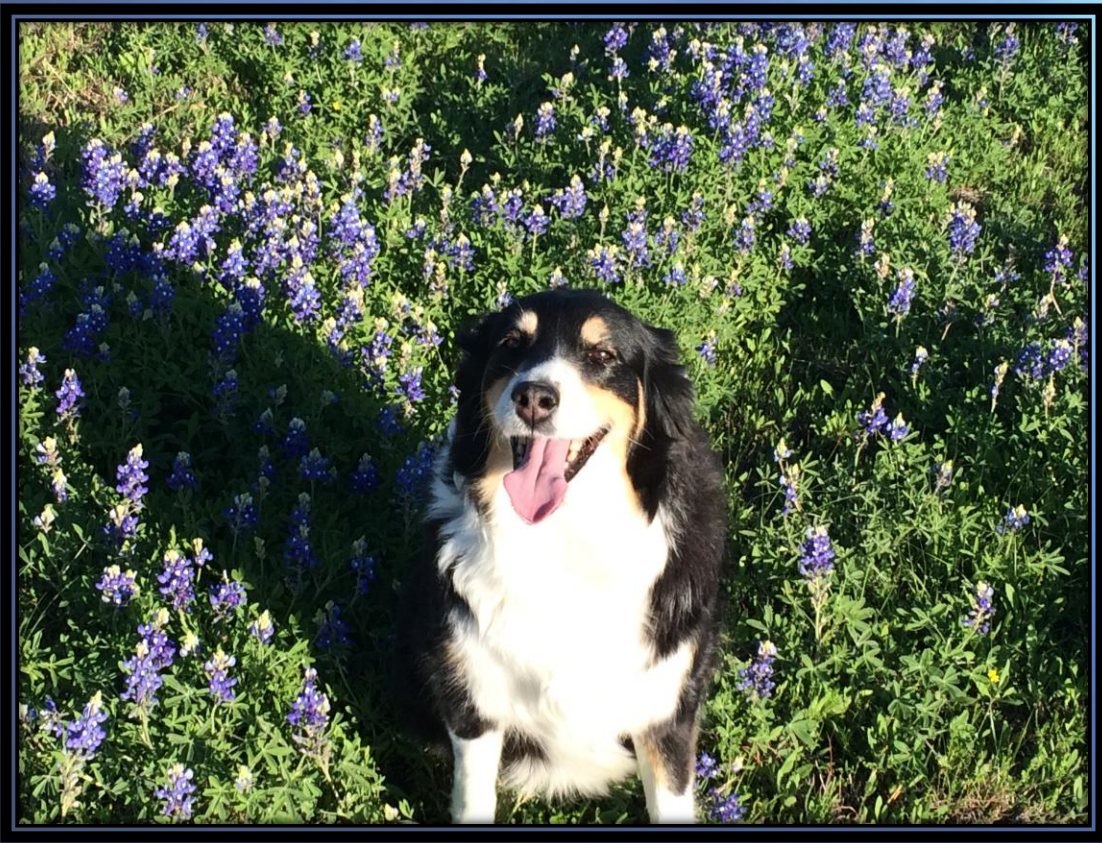


EASTER EGG HUNT LATE 1920's











EXECUTIVE SUMMARY
4/17/2025

AGENDA SUBJECT:

Approval of the minutes for meeting held on April 3, 2025.

BACKGROUND:

Attached are the minutes for meeting held on April 3, 2025.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 04.03.2025



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, April 3, 2025
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Michael Herrera
Place 3 – David McDonald

Place 4 – Na'Cole Thompson, Mayor Pro Tem
Place 5 – Chris Czernek
Place 6 – Becki Ross
City Manager – Todd Parton

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:00 p.m.

2. Roll Call.

Roll call reflected all present with Mayor Christine DeLisle absent.

3. Meet and Greet with Board and Commission applicants.

Seven (7) applicants were present including: Carlos Gormaz, Karen Lewis, Kyla Spady, Maryann Loesch, Scott Gustafson, Sheeta Gampawar, and Tyler Bray.

Briefing workshop adjourned at 6:54 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:06 p.m.; Bettina Bunton provided the invocation; and Mayor Pro Tem Thompson led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present with Mayor Christine DeLisle was absent.

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

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

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

Christopher Cleveland, 1925 Cabrera Drive - commented on Raider Way; removal of bike lane and

growth in Leander.

Mike Sanders, 1016 W. South Street - commented on upcoming election; Raider Way and San Gabriel Parkway.

Anita Chumnanvech, 708 Palamos Drive - commented on Raider Way striping and bike lane removal.

7. Proclamations/Visitors.

- Child Abuse Prevention and Awareness Month Proclamation (April)
- National Crime Victim's Rights Week (April 6-12)

8. Staff Recognitions

- Library
- Staff New Hires and Promotions

9. 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)
- Federal Legislative Priorities and Community Project Funding Requests Update

Raider Way and Woodview Drive update included before and after drone footage.

Bagdad Road and Collaborative Way update included construction timeline and incidents.

Federal Legislative Priorities and Community Project Funding Requests update included recent National League of Cities Conference; federal priorities and advocacy; and community projects requesting funding.

CONSENT AGENDA: ACTION

Motion: Approve Consent Agenda Items 10-16.

By: Councilmember Pantalione-Parker

Seconded: Councilmember Ross

Vote: 6 - 0

10. Approval of the minutes for meeting held on March 20, 2025.
11. Acceptance of infrastructure improvements associated with Subdivision Case PICP-22-0014 Hilltop Ranch for public streets, water, storm and drainage improvements.
12. Approval of the extension of the application expiration for Subdivision Case PICP-21-0036 Northline Block A Construction Plans; more particularly described by Williamson Central Appraisal District

Parcel R458187, generally located southwest of the intersection of San Gabriel Parkway and Main Street, Leander, Williamson County, Texas.

13. Approval of the extension of the application expiration for Subdivision Case P1CP-22-0039 regarding Mouton's Bistro development on one (1) parcel of land 1.118 acres ± in size, more particularly described by Williamson County Appraisal District Parcels R036041; commonly known and located 309 N. US Highway 183, Leander, Williamson County, Texas.
14. Approval of a Resolution for the Fire Department to apply for a grant application from the 2025 Homeland Security Grant Program (HSGP) for a command bus at a cost of \$800,000.00 with no matching funds from the City; and authorize the City Manager to execute any and all necessary documents.
15. Approval of a Resolution amending authorized representatives to the Texas Local Government Investment Pool, "TexPool/TexPool Prime", a public funds investment pool.
16. Approval of a Resolution amending the City of Leander's participation in TexSTAR, a Texas public funds investment pool.

PUBLIC HEARING: ACTION

17. Conduct a Public Hearing regarding Zoning Case Z-24-0154 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the McCall Capital Minor Planned Unit Development with the base zoning of GC-3-C (General Commercial) on one (1) parcel of land 4.06 acres ± in size, more particularly described by Williamson Central Appraisal District parcel R032207; and is generally located east of 183A Toll Road, approximately 270 feet south of Bulbine Drive, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0154 as described above.

Opened Public Hearing at 7:53 p.m.; closed Public Hearing at 7:53 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Zoning Case Z-24-0154.

By: Councilmember Czernek

Seconded: Councilmember Pantalione-Parker

Vote: 6 - 0

REGULAR AGENDA

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

Following a discussion, no action was taken.

19. 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.

20. Council Member Closing Statements.

Kathryn Pantalione-Parker - thanked everyone for coming out tonight.

Michael Herrera - thank everyone for coming tonight; and commented on recently attending the Mason Days event.

David McDonald - thank everyone for coming out tonight.

Na'Cole Thompson - reminded everyone to shop locally; stated dinner tonight was from Golden Chick; and commented recently attended the Legacy Luncheon hosted by the Chamber of Commerce recognizing Tom Glenn.

Chris Czernek - thank everyone for coming out tonight.

Becki Ross - thank everyone for coming out tonight.

21. 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 authorize a Letter of Engagement with Fletcher, Farley, Shipman, LLP; 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; and
3. Section 551.074, Texas Government Code, to discuss the evaluation process of City Manager.

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 authorize a Letter of Engagement with Fletcher, Farley, Shipman, LLP; and
2. Acquisition of property for public purpose; and
3. Evaluation process of City Manager.

Recessed into Executive Session at 9:51 p.m.; reconvened into Open Session at 10:02 p.m.

1. Motion: Authorize the City Manager to proceed as discussed in Executive Session and execute a Letter of Engagement with Fletcher, Farley, Shipman, LLP.

By: Councilmember Ross

Seconded: Councilmember Czernek

Vote: 6 - 0

2. No action taken.
3. No action taken.

22. Adjournment

Adjourned at 10:03 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY

From: noreply@civicplus.com
To: [Dara Crabtree](#); [Debora Penberg](#); [Stefanie Brown](#)
Subject: Online Form Submission #5187 for Public Comments Request
Date: Wednesday, April 2, 2025 9:31:10 AM

Caution: This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe. When in doubt, please notify IT Department staff.

Public Comments Request

Individuals who want to comment at the next regular meeting of the City Council or the Planning and Zoning Commission (P&Z) may complete the following request form. See [Agendas and Minutes](#) for a list of upcoming meetings.

Comments on agenda items:

- This form only applies to regular Council/P&Z meetings. It does not apply to special meetings, workshops, or other board or commission meetings.
- Comments must pertain to items that appear on the current posted Council/P&Z meeting agendas.
- Written comments will be included in the meeting record.
- Spoken comments will be limited to no more than three minutes (six minutes if translation is needed) per individual.
- This form must be submitted no later than noon on the Wednesday before the posted meeting start time.

Comments on non-agenda items:

Public comments on items not listed in the agenda will be limited to no more than 3 minutes (6 minutes if translation is needed) per individual. This form must be submitted no later than noon on the Wednesday prior to the posted meeting start time.

(Section Break)

First Name	Melissa
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Last Name	Tucker
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Yes

Do you live within
Leander city limits?

Home Address	1924 Woolsey Way
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City	Leander
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State	Tx
-------	----

Zip Code	78641
----------	-------

Phone Number	512-577-9994
--------------	--------------

Email Address

My comments apply to the following regular meeting:	City Council
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This form will only be accepted until noon on the Wednesday prior to the next regular meeting in which an agenda has been posted.

Please see [Agendas and Minutes](#) for a list of upcoming meeting dates, times, and agendas.

My comments apply to the following meeting date:	4/3/2025
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My agenda item or case number:	18
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My position on the above agenda item or case number:	I am AGAINST this item.
--	-------------------------

I want to include comments at the meeting:	No. I just want my position (FOR/AGAINST) added to the meeting record.
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I want to upload a file with this form:	<i>Field not completed.</i>
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Email not displaying correctly? [View it in your browser.](#)



EXECUTIVE SUMMARY
4/17/2025

AGENDA SUBJECT:

Approval of an interlocal agreement with the Member Governments of the Williamson County Regional Animal Shelter (WCRAS) to incorporate Georgetown into the WCRAS.

BACKGROUND:

The Georgetown City Council was briefed on what a proposed expansion of the regional animal shelter could look like on October 10, 2023. Additionally, the governing board for the Williamson County Regional Animal Shelter was briefed on a possible expansion on October 27 of that year. There was consensus to move forward, provided Georgetown pays its pro rata share of operational costs, an M&O Equalization Fee for 10 years, and funds an expansion of the regional shelter that includes at least 106 dog kennels. In the November 2023 election, Georgetown voters approved Proposition C. The proposition approved \$15M to be used for an expansion of the Georgetown Animal Shelter or a possible partnership and expansion of WCRAS.

The approval process required multiple steps. First, Georgetown and all current member governments of WCRAS approved the MOU and draft ILA executed on May 7, 2024. Second, the Attorney General's office reviewed and approved the proposed ILA with minor changes on March 24, 2025. Third, with AG approval, the governing boards of all member governments will approve the actual ILA, including any AG required revisions to execute the AG-approved ILA to officially incorporate Georgetown into WCRAS. The ILA includes a provision for WCRAS to take over sheltering operations for Georgetown 60 days after the effective date.

Efforts being conducted in tandem with approving this ILA include:

1. Georgetown and Williamson County are working on a joint use agreement to allow for the City's money to be used for a County-owned building.
2. Georgetown is working to execute a lease of their current animal shelter to Williamson County for their use during the construction of the expansion.
3. Williamson County and Georgetown staff will work on drafting an RFQ for architecture and engineering services, as well as a construction manager at-risk to construct the expansion as quickly as possible after the execution of the ILA.

Proposed Next Steps:

- City of Georgetown to approve the ILA at the April 8 City Council meeting
- Other WCRAS-member cities to approve the ILA in mid- to late-April
- Targeting May 6 Commissioner's Court for approval
- Merger is effective July 5

Summary of AG-requested adjustments:

- Clarify that Williamson County owns the WCRAS land and facility;
- Change “Equity Buy-in Fee” to “M&O Equalization Fee” This term better represents the intended purpose of this fee; to help ensure that current participants in the animal shelter will not see an increase in their maintenance and operations costs as a result of Georgetown joining the facility;
- Add a finding that the expansion will sufficiently meet the animal sheltering needs of all parties; and
- Remove references to “October 1, 2024” and replace with “_____, 2025” to allow for the actual date of execution to be added to the agreement.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Greg Minton, Chief of Police

Fiscal Impact

Attachments:

1. WCRAS ILA 04.17.2025
2. Williamson County Regional Animal Shelter - MOU Georgetown Merger and Exhibit A Draft ILA - 04.18.2024

**SECOND AMENDMENT AND RESTATEMENT
OF THE
WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER AGREEMENT**

THIS SECOND AMENDMENT AND RESTATEMENT (“Second Amendment”) to expand the membership of the Regional Shelter is made and entered into effective this _____, by and between WILLIAMSON COUNTY; the CITY OF CEDAR PARK; the CITY OF HUTTO; the CITY OF LEANDER; the CITY OF ROUND ROCK (collectively the “Member Governments”); and the CITY OF GEORGETOWN (“Georgetown”); all of which are political subdivisions of the State of Texas (“the Parties”).

RECITALS

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, each of the Parties requires a regional animal shelter with the capability of providing animal sheltering services within the Williamson County, Texas, area on a regular basis; and,

WHEREAS, pursuant to the Williamson County Regional Animal Shelter Interlocal Agreement, as amended (the “Agreement”), the Member Governments jointly operate the Williamson County Regional Animal Shelter (“WCRAS”) owned by Williamson County for the purpose of providing the public need for animal sheltering within Williamson County; and,

WHEREAS, the WCRAS also regularly operates at capacity and needs to expand its facility and operations in order to provide the public need for animal shelter and control services within Williamson County; and,

WHEREAS, the Parties share a common interest in designing and expanding a facility to better serve animal sheltering and control needs as described in the Texas Health and Safety Code, Chapter 823; and,

WHEREAS, the WCRAS Interlocal Agreement, as amended, allows for the Agreement to be further amended to admit a new party, located within Williamson County, as long as the new party agrees to: abide by all of the Agreement’s conditions; pay the M&O Equalization Fee; and be responsible for its share of the M&O expenses; and,

WHEREAS, the Parties, by this Second Amendment and Restatement desire to add Georgetown as a new party to the Agreement in exchange for Georgetown abiding by all terms of the Agreement; funding the cost of the WCRAS facility expansion; paying the M&O Equalization Fee; and being responsible for its share of annual M&O expenses; and,

WHEREAS, such expansion of the WCRAS is reasonably expected to provide all Parties with sufficient space to meet their respective animal sheltering and control needs; and,

NOW, THEREFORE, the Member Governments agree to accept Georgetown as a full member of WCRAS, and in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

**ARTICLE I.
RECITALS**

The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

**ARTICLE II.
MISSION OF THE REGIONAL ANIMAL SHELTER**

The Mission of the Regional Shelter is to provide humane and cost-effective sheltering, reclaim, and adoption services for domestic animals that are ownerless or have been lost or abandoned.

**ARTICLE III.
ORGANIZATION**

1. **BOARD REPRESENTATION:** The business and affairs of the Regional Shelter shall be conducted by a board consisting of one (1) representative from each Party signing this Agreement. Each representative shall be appointed by the governing body of the respective Party, preferably a supervisor of the Police or other public safety department of the governmental agency responsible for dealing with animal control issues.
2. **MEETINGS:** The time and place of regular meetings of the Board shall be determined by the Board, but the Board shall meet not less than once every three months. The chairperson of the Board may also call a meeting whenever he/she deems it necessary. If the chairperson is unable or unwilling to call a meeting upon request of a representative of one of the Parties, a meeting may be called by any two Parties to this agreement. All meetings shall comply with Chapter 551 of the Texas Government Code, Texas Open Meetings Act.
3. **QUORUM:** A quorum shall exist for the purpose of conducting the business and affairs of the Board if a majority of the Board members are present at a scheduled meeting. The vote of the majority of a quorum is necessary for the Board to take any action. However, all members must be present for any votes pertaining to the budget, personnel, or amendments to this Agreement.
4. **OFFICERS:** The Board shall appoint a chairperson, a vice chairperson, and a secretary for a one-year term. Appointments of officers shall be held annually during the first week in October or as soon as possible thereafter.
5. **SECRETARY:** The secretary shall be responsible for keeping the minutes of all the meetings of the Board and all other official records. The secretary may be a non-member and non-voting.

ARTICLE IV BOARD DUTIES AND RESPONSIBILITIES

1. **BOARD RESPONSIBILITY:** The Board's primary responsibilities shall be the review, oversight, and operation of all aspects of WCRAS shared by all Parties to this Agreement. The Board shall also be responsible for setting goals and objectives, setting policies, and approving procedures for the WCRAS program that further the mission of WCRAS and that are humane, efficient, and cost-effective. The Board will provide general, broad direction to the Director of WCRAS, review the Director's performance, review progress on stated goals and objectives, and adopt procedures to improve the operations of WCRAS as necessary.

The Board shall produce or cause to be produced a semi-annual (April and October) status report on WCRAS operations. The report will be made available to the Chief Executive Officer of each Party. The report will communicate the current goals and objectives of WCRAS, progress made regarding the stated goals/objectives, budget status, and pertinent operational performance data.

The Board shall hear and use best efforts to remedy concerns from the Parties regarding operations, facilities, or financial activities. If concerns are not able to be remedied by the Board, the Parties agree that an Executive Committee with one (1) representative per Party may be convened to resolve the concern. If said Executive Committee is unable to resolve a concern satisfactorily to all Parties, any Party reserves the right to withdraw from this Agreement pursuant to the terms stated herein.

The costs and expenses that are considered to be shared are those incurred for the benefit of all Parties to this Agreement and include, but are not limited to, the following:

- a. Utilities and maintenance of the WCRAS site;
 - b. Maintenance and repairs of WCRAS equipment at the WCRAS site;
 - c. Staffing expenses;
 - d. All other day-to-day expenses of operating and maintaining the WCRAS;
 - e. Insurance, including building, content, and personal liability; and,
 - f. The Parties are jointly and severally liable for any and all expenses incurred in connection with claims against the Regional Shelter, its personnel, and the Board, in the same proportion as stated in Article VI, Section 2 of this Agreement. No Party may settle any claim or incur any costs to settle any claim against the Shelter without the consent of the other Parties. If any party declines to participate in a settlement of a claim, that Party reserves the right to withdraw from this Agreement pursuant to the conditions stated in Section 3 herein.
2. **BUDGET APPROVAL:** The following matters involving the operation and costs associated with WCRAS are subject to recommendations from the Board and the annual approval from the governmental entities of each Party including all items related thereto:
 - a. Operating procedures and policies;
 - b. Annual budgets and expenditures, prepared in a line item format;

- c. Acquisition, possession, leasing, encumbrance, and disposal of personal and real property;
 - d. Facilities improvement and expansion; and
 - e. Acquisition of major shelter equipment, including computer hardware.
3. **BUDGET:** The fiscal year for WCRAS will begin on October 1st of each year. Prior to April 1st of each year, the Board shall submit a budget to the respective governmental entities for their approval. The budget must be approved by all Board members. If all Board members cannot approve the budget, then the Executive Committee (as described in Section 1, ¶ 3 above) shall be convened to resolve budgetary concerns. The budget shall be adopted by the Board and forwarded to the respective governmental entities if 80% of the Executive Committee approves the proposed budget. If at least 80% of the representatives of the Executive Committee cannot agree on a proposed budget, then the previous year's budget shall be adopted by the Board and forwarded to the respective governmental entities for approval. Each annual budget is subject to the approval of the governmental entity of each Party. If any Party declines to approve an annual budget, that Party reserves the right to withdraw from this Agreement pursuant to the conditions stated herein but will continue to participate in WCRAS activities and work to resolve the concerns in the interim and continue to comply with all terms and conditions provided herein. After adoption, the Budget may be amended as necessary upon approval of the Board and the governing body of each Party.
4. **EXPENDITURES AND REIMBURSEMENT:** No expenditures that exceed the annual budget shall be made unless and until said expenditures are approved by the Board as an amendment to the annual budget and approved by each Party. Any emergency expenditure that exceeds the annual approved budget shall be subject to being ratified by the governing body of each Party to this Agreement. No Party may receive reimbursement for an emergency expenditure attributable to said Party unless it receives approval from the governing body of every other Party to the Agreement.
5. **BUDGET REVIEW:** The Board shall receive a monthly budget status report, detailing revenues and expenditures and comparing them to the adopted budget line items. Upon approval of the Board, the monthly expenses will be apportioned among the Parties as determined herein.
6. **PAYMENTS:** Payments to Williamson County shall be made within thirty (30) days of receipt of the invoice.
7. **ADMINISTRATION:** The operation and maintenance of WCRAS facilities and equipment shall be conducted and/or administered by the Board.
8. **SHELTER REVENUE:** Except as further stated below, all revenues derived from or attributable to the operation of WCRAS will offset costs of operations to the benefit of the Parties.

ARTICLE V

COUNTY AND CITY OF GEORGETOWN RESPONSIBILITIES

1. **SITE ACQUISITION:** The County shall be responsible for acquiring and owning the WCRAS and all costs associated with said acquisition.
2. **CAPITAL FACILITIES AND EQUIPMENT COSTS:** The County agrees to provide financing for WCRAS Capital Facilities and Equipment, except as described in section 6 herein. The costs of the Capital Facilities and Equipment, shall be amortized over the standardized life of said facilities and equipment and incrementally charged to the Parties as part of the monthly Maintenance and Operation Expenses referenced herein. Capital Facilities and Equipment are defined as any facilities or equipment that have a useful life of greater than one year and cost more than \$10,000.
3. **REGIONAL SHELTER AVAILABILITY TO PARTIES:** The County agrees to make WCRAS available to each Party for the term of this Agreement and for the purposes provided herein, so long as that Party is in compliance with this Agreement.
4. **SERVICES AND COSTS:** The County agrees to provide all financial and support services for all WCRAS operations, including accounting services and insurance. Additionally, the County shall hire the Director of WCRAS and all WCRAS personnel and provide payroll services. However, all these WCRAS personnel costs will be shared by the Parties as provided herein.
5. **ACQUISITION OF GOODS AND SERVICES:** After Board approval, the County shall contract for all goods and services on behalf of WCRAS.
6. **CITY OF GEORGETOWN FUNDED EXPANSION:** Georgetown agrees to fund the WCRAS facility expansion financing with proceeds of voter-approved bonds (the “Georgetown Bonds”) in an amount not to exceed \$15,000,000.00. Any expenditures over and above \$15,000,000 shall not be the responsibility of Georgetown or any Member Government unless all parties agree to the expenditure. In compliance with the covenants of the Georgetown Bonds and state and federal law, the Parties hereby agree that (i) the WCRAS facility will provide Georgetown’s animal sheltering and control services at least through the maturity date of the Georgetown Bonds, (ii) if there is an early termination of this Agreement not due to a default by Georgetown and Georgetown is unable to utilize the WCRAS facility expansion as contemplated in this Agreement the Parties will provide Georgetown with funds sufficient to defease or redeem the Georgetown Bonds, as applicable (except if termination is due to a force majeure event as defined below), (iii) the proceeds of the Georgetown Bonds may only be expended on the capital costs of the WCRAS facility expansion as approved by Georgetown, (iv) Williamson County, as the manager of the WCRAS facility, will comply with all federal tax law covenants required to maintain the tax-exempt status of the Georgetown Bonds; and (v) Georgetown will receive formal reports on the WCRAS facility operations, financial status, and the public benefits provided to Georgetown.

The Parties acknowledge that proceeds of the Georgetown Bonds will be used to expand the WCRAS in exchange for the rights provided in this Agreement to Georgetown to utilize the WCRAS in furtherance of its public purpose of providing animal sheltering and control services for Georgetown. The parties agree that the fair market value of Georgetown’s use of

the WCRAS provided by this Agreement during the term hereof is at least reasonably equivalent to the total amount of proceeds of the Georgetown Bonds.

Notwithstanding anything in this Agreement to the contrary, in the event this Agreement is terminated through a default of a party other than Georgetown such that Georgetown is prevented from using the WCRAS in the manner otherwise provided by this Agreement while the Georgetown Bonds are outstanding, Georgetown shall be entitled to receive from such defaulting party or parties an amount sufficient to defease the Georgetown Bonds to their call date, or if the Georgetown Bonds are then callable, an amount sufficient to redeem the Georgetown Bonds on the soonest practical date thereafter.

Force Majeure pertains to the performance of any obligations hereunder if prevented, delayed or hindered by war, riots, insurrection, civil disorder, embargoes, strikes, concealed acts of workmen, casualty, accidents, acts of terror, pandemic/endemic in region as reported by the World Health Organization or the U.S. Center for Disease Control, government regulation, or any other occurrence beyond such party's control, which makes it illegal, impossible, or impractical to perform under this Agreement.

Georgetown has financed a portion of the WCRAS with the proceeds of the Georgetown Bonds issued on a tax-exempt basis. In connection with the issuance of the Georgetown Bonds, Georgetown has given covenants (the "Bond Covenants") to the owners of the Georgetown Bonds that the WCRAS will be used in a manner that assures that the Georgetown Bonds continue to qualify as obligations within the meaning of section 103 of the Internal Revenue Code (the "Code"). The parties agree not to use or permit the use of the WCRAS in a manner which they know or should know would result in a violation of the Bond Covenants or which would otherwise adversely affect the federal income tax status of the Georgetown Bonds under section 103 of the Code. Moreover, in furtherance thereof, if the parties are notified by Georgetown that the Georgetown Bonds have been selected for audit by the Internal Revenue Service, then the parties agree to provide to Georgetown such information in their possession with respect to the WCRAS in order that Georgetown may timely respond to any questions posed to it by the Internal Revenue Service.

The proceeds of the Georgetown Bonds must only be expended on capital costs of expanding the WCRAS on a reimbursement basis in an amount not to exceed \$15,000,000.00. Any expenditures over and above \$15,000,000 shall not be the responsibility of Georgetown or any Member Government unless all parties agree to the expenditure.

For the avoidance of doubt, the term "Georgetown Bonds" as used in this Agreement shall also include any related refunding bonds to the extent such refunding bonds do not extend the maturity date of the bonds being refunded.

7. CITY OF GEORGETOWN TRANSITION OF SERVICES TO WCRAS:

Georgetown will be responsible for costs associated with transitioning operations to WCRAS, including software conversions, providing access to the current Georgetown animal shelter,

and transitioning assets from the Georgetown shelter to the WCRAS shelter, including the memory bricks, Catio, and temporary kennel.

WCRAS will take over animal sheltering operations for Georgetown sixty (60) days after the effective date of this Second Amendment.

In the intervening period between WCRAS taking over the Georgetown shelter operations and the completion of the new facility, WCRAS will have access and use of the current Georgetown Animal Shelter. The expanded facility is estimated to be completed no later than December 31, 2025.

ARTICLE VI COST SHARING

1. **COUNTY RESPONSIBILITY:** The County shall participate in the sharing of Maintenance and Operation Expenses as described in 2, below.
2. **PARTIES' RESPONSIBILITY:** During the first year of operation of the Regional Shelter, all budgeted Maintenance and Operation Expenses (M&O Expenses) of the Regional Shelter shall be shared by the Parties based upon each Party's percentage share of the capital cost for the construction of the Regional Shelter. For all years following the first year of operation of the Regional Shelter, all budgeted M&O Expenses of the Regional Shelter shall be shared by the Parties based upon the ratio of the annual number of animals delivered to the Regional Shelter by each Party in the previous budget year, as compared to the total number of animals delivered to the Regional Shelter by all Parties, in the previous budget year. The Parties shall pay for their respective M&O Expenses and all other financial obligations under this Agreement from current revenue funds.
3. **LICENSE AND RECLAMATION FEE REIMBURSEMENT:** Each Party shall receive a quarterly reimbursement for all license fees and animal reclamation fees paid by citizens residing within the boundaries of each Party's jurisdiction.
4. **CAPITAL COST SHARING:** Each Party listed below agrees to pay the below-listed sums as its respective share (the "Respective Share") of the \$3,200,000 capital cost for the construction of the Regional Shelter (the "Capital Cost"). The County has agreed to issue Certificates of Obligation to pay for the Capital Cost. The County has further agreed to allow each Party to pay its respective share of the Capital Cost amortized over a 20 year period at 4.3311%, which is the term and interest rate for said Certificates of Obligation. Each city Party agrees that if it elects to withdraw from this Agreement pursuant to Article IX., below, then that city Party will, upon withdrawal, pay to the County a per diem, pro-rated amount of its Amortized Annual Payment while utilizing the Regional Shelter. After the city Party is no longer utilizing the Regional Shelter, said Party shall thereafter no longer be responsible for any further Amortized Annual Payments. The Amortized Annual Payment will be reduced proportionally if the County obtains an interest rate lower than 4.3311%.

Party	Respective Share	Amortized Annual Payment
Cedar Park	\$ 304,000	\$ 22,748
Leander	\$ 304,000	\$ 22,748
Round Rock	\$ 960,000	\$ 71,835
Hutto	\$ 32,000	\$ 2,395
County	\$1,600,000	\$119,725
TOTAL	\$3,200,000	\$239,451

The County agrees that if the Total Capital Costs exceed \$3.2 million, then the County will owe the balance. No city Party's Respective Share of the Capital Cost will exceed the sums shown above. When each Party's Respective Share of the Capital Cost is extinguished by the amortized payments, the Party's Capital Cost payments shall cease.

5. CITY OF GEORGETOWN M&O EQUALIZATION FEE: As a new member, starting on _____, 2025, the City of Georgetown will contribute an M&O Equalization Fee equal to an additional 50 percent of Georgetown's ratio of the annual number of animals delivered to the Regional Shelter by Georgetown in the previous budget year, as compared to the total number of animals delivered to the Regional Shelter by all Parties, in the previous budget year. This M&O Equalization Fee will decrease by 5 percentage points annually until it reaches zero percent after 10 years.

Year	M&O Expenses + M&O Equalization Fee
1	M&O + 50%
2	M&O + 45%
3	M&O + 40%
4	M&O + 35%
5	M&O + 30%
6	M&O + 25%
7	M&O + 20%
8	M&O + 15%
9	M&O + 10%
10	M&O + 5%

In the intervening time between the execution of this agreement and _____, 2025, upon Georgetown's inclusion in the Regional Shelter, the City's Maintenance and Operation Expenses (M&O Expenses) of the Regional Shelter will be pro-rated to fund Georgetown's portion of M&O and will be based upon a \$500,000.00 M&O Expense and a \$250,000.00

M&O Equalization Fee.

6. **APPROPRIATIONS:** Notwithstanding any provision contained herein, all respective financial obligations of the Parties contained herein are subject to and contingent upon appropriations by the respective governing bodies of the Parties of such funds or other revenues being available, received, and appropriated by their respective governing bodies of the Parties in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of the Parties. If at any time during the term of this Agreement, the governing body of a Party fails to provide funding for the financial obligations under this Agreement for the following fiscal year, such Party shall be terminated from this Agreement without further liability other than all M & O Expenses, as stated in Section 2 herein., and the pro-rated Amortized Annual Payment for the year of withdrawal as stated in Section 4 herein., while said Party is utilizing the WCRAS. A Party is utilizing the WCRAS while any animal delivered to the WCRAS by said Party remains under the care of the WCRAS. This termination provision is in addition to other termination provisions set forth in this Agreement.

ARTICLE VII ACCOUNTING

1. **BOOKS:** Complete books and accounts shall be maintained by the County on behalf of the Board in accordance with generally accepted accounting principles and standards, including compliance with all applicable statutes and regulations. Financial activities of the WCRAS will be audited annually, using generally accepted auditing standards, by an independent Certified Public Accountant approved by the County in conjunction with the County's annual audit. The audit shall cover the financial activity of the WCRAS for the immediate previous fiscal year which runs from October 1 to September 30.

ARTICLE VIII DURATION

1. The duration of this Interlocal Agreement shall be extended for an additional twenty (20) years beginning upon execution of the Second Amendment by all Parties.
2. After the expiration of the twenty (20) years after this Second Amendment, Agreement shall renew automatically annually, effective as of the first day of October of each year, under the same terms and conditions of this Agreement.

ARTICLE IX TERMINATION

1. **RIGHT TO WITHDRAW:** Except as provided in Article IV.3, any Party to this Agreement which is a city has the right to withdraw from this Agreement by providing written notice which must be received by the other Parties no less than ninety (90) days prior to the beginning of each fiscal year, after satisfying any liabilities of the withdrawing Party as stated herein. The County may not withdraw from this Agreement during its term unless all Parties agree to said

withdrawal or all Parties are in material default, as stated below.

2. **SEPARATE EQUIPMENT:** The terminating Party may remove any and all of its own separate equipment unless the removal of the equipment will render the Regional Shelter inoperable. In such case, the Party may not remove the equipment but shall be reimbursed the fair market value of said equipment, as determined by an appraiser chosen by the Parties.

ARTICLE X MISCELLANEOUS

1. **SEVERABILITY:** The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.
3. **CHOICE OF LAW:** This Agreement shall be performable in Williamson County, Texas.
4. **AMENDMENT:** This Agreement may be amended by unanimous vote of the Board if said proposed Amendment is approved by the governing body of each Party. The Parties agree to review this Agreement every five (5) years.
5. **ASSIGNMENT:** Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all the Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.
6. **NO PERSONAL BENEFIT:** No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person, or to assume any other duty other than that imposed by general law.

7. NOTICE: Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY
c/o COUNTY JUDGE
WILLIAMSON COUNTY
301 S.E. INNER LOOP
GEORGETOWN, TX 78626

CITY OF HUTTO
c/o MAYOR
CITY OF HUTTO
401 W. FRONT STREET
HUTTO, TX 78634

CITY OF ROUND ROCK
c/o MAYOR CITY OF ROUND ROCK
221 EAST MAIN STREET
ROUND ROCK, TX 78664

CITY OF CEDAR PARK
c/o MAYOR
CITY OF CEDAR PARK
600 N. BELL BOULEVARD
CEDAR PARK, TX 78613

CITY OF LEANDER
c/o MAYOR
CITY OF LEANDER
105 N. BRUSHY STREET
LEANDER, TX 78641

CITY OF GEORGETOWN
c/o MAYOR
CITY OF GEORGETOWN
808 MARTIN LUTHER KING JR ST
GEORGETOWN, TX 78626

8. PARAGRAPH HEADINGS: The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.
9. ATTORNEY FEES: In any lawsuit concerning this Agreement, the prevailing Party/Parties shall be entitled to recover reasonable attorney's fees from the non-prevailing Party/Parties, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.
10. GOVERNMENTAL IMMUNITY: The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.
11. COMPLIANCE WITH APPLICABLE LAWS: The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations, and lawful orders of any public authority with jurisdiction. Specifically, nothing in this Agreement is intended to conflict with the City of Georgetown's zoning, franchise, or health and safety authority.

12. DEFAULT: The Parties agree that if any city Party fails to comply with any material terms of this Agreement, the Board shall provide to the defaulting city Party at least thirty (30) days prior written notice of the occurrence of said default and an opportunity to cure such default within such 30-day period. In the event the defaulting Party fails to cure the default, the Board may terminate said Party from this Agreement. After termination, the defaulting Party shall still be responsible for all M&O Expenses, as stated in Section VI.2., up to the date of termination, and its Respective Share of its Regional Shelter Capital Cost, as stated in Section VI.4. subject to Section VI.5.

Executed and effective this ____ day of _____, 2025.

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell, County Judge

Date: _____

CITY OF CEDAR PARK, TEXAS

By: _____
Jim Penniman-Morin, Mayor

Date: _____

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

Date: _____

CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle, Mayor

Date: _____

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

Date: April 8, 2024

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF GEORGETOWN
AND
THE WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER MEMBER
GOVERNMENTS**

This Memorandum of Understanding ("MOU") is made by the County of Williamson and the Cities of Cedar Park, Round Rock, Hutto, and Leander (collectively the "Member Governments") and the City of Georgetown ("Georgetown").

RECITALS

WHEREAS, the purpose of this Memorandum of Understanding is to set forth the intention of the Member Governments and Georgetown; and

WHEREAS, Georgetown currently operates an animal shelter within Williamson County; and

WHEREAS, Georgetown's animal shelter performs animal sheltering and control functions substantially similar to the WCRAS (as defined below); and

WHEREAS, Georgetown's animal shelter is regularly at capacity and Georgetown's shelter and operations need to significantly expand in order to meet Georgetown's public need; and

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and

WHEREAS, each of the Member Governments require a regional animal control shelter with the capability of providing animal control services within the Williamson County, Texas, area on a regular basis; and

WHEREAS, pursuant to the Williamson County Regional Animal Shelter Interlocal Agreement, as amended (the "Agreement"), the Member Governments jointly operate the Williamson County Regional Animal Shelter ("WCRAS") for the purpose of providing the public need for animal sheltering and control services within Williamson County; and

WHEREAS, the WCRAS also regularly operates at capacity and needs to expand its facility and operations in order to provide the public need for animal shelter and control services within Williamson County; and

WHEREAS, the Parties share a common interest in designing and expanding a facility to better serve animal sheltering and control needs as described in Texas Health and Safety Code, Chapter 823; and

WHEREAS, the Agreement allows for the Agreement to be further amended to admit a new party, located within Williamson County, as long as the new party agrees to: abide by all of the Agreement's conditions; pay the Equity Buy-in Fee; and be responsible for its share of the M&O expenses; and

WHEREAS, on October 14, 2022, WCRAS voted to proceed with exploring a partnership with Georgetown and formed a working group; and

WHEREAS, on November 22, 2022, the Georgetown City Council directed City staff to continue to explore a partnership with WCRAS, in part, by funding a feasibility study looking at the expansion to the Williamson County-owned WCRAS facility; and

WHEREAS, on March 14, 2023, the Georgetown City Council approved an interlocal agreement with Williamson County, and on March 21, 2023 the Williamson County Commissioners Court approved the same agreement, for design services for WCRAS expansion project; and

WHEREAS, on March 28, 2023, the Williamson County Commissioners Court approved advertising and receiving sealed qualifications for an Architectural and Engineering firm to conduct a feasibility study for the WCRAS Expansion, under RFQ #23RFSQ61; and

WHEREAS, on July 10, 2023, the Williamson County Commissioners Court approved awarding 23RFSQ61, the Williamson County Regional Animal Shelter Expansion Feasibility Study to Quorum Architect, Inc. in an amount of \$42,000; and

WHEREAS, the results of the feasibility study indicate that an expansion, inclusive of Georgetown, is feasible, provided Georgetown funds the constructions of at least 106 new dog kennels; and

WHEREAS, the Georgetown City Council was briefed on what a proposed expansion of the regional animal shelter on October 10, 2023 and the governing board for WCRAS was briefed on a possible expansion on October 27, 2023, and there is stated consensus to move forward with a partnership; and

WHEREAS, on November 7, 2023, the residents of the City of Georgetown approved a general obligation bond for the purpose of expanding animal sheltering services for the City of Georgetown; and

WHEREAS, Georgetown has proposed becoming a new party to the Agreement in exchange for the City abiding by all terms of the negotiated agreement attached as Exhibit A (the "Amendment"); and

WHEREAS, the Member Governments have considered and wish to execute the Amendment subject to any revisions required in conjunction with Georgetown's issuance of its general obligation bond to finance the WCRAS expansion; and

NOW THEREFORE, the Member Governments agree to work cooperatively and in accordance with this Memorandum of Understanding to take the steps set forth herein.

ARTICLE I.

The Member Governments and Georgetown agree to execute the Amendment to the Agreement attached once Georgetown receives confirmation it can use its general bond obligation funds to finance the WCRAS expansion. Any material changes to the Amendment must be ratified by each Member Government.

ARTICLE II. LEGAL EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this 8 day of May, 2024.

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____

Signed electronically by Commissioner Valerie Covey. See next page.

35 5.7.24 MOU for WCRAS Georgetown

Final Audit Report

2024-05-08

Created:	2024-05-07
By:	Rebecca Pruitt (becky.pruitt@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdlYeHbDKjhUQ6dhB5An884n_cTTyO6Lb

"35 5.7.24 MOU for WCRAS Georgetown" History

-  Document created by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-05-07 - 9:22:04 PM GMT- IP address: 66.76.4.65
-  Document emailed to Valerie Covey (vcovey@wilco.org) for signature
2024-05-07 - 9:22:46 PM GMT
-  Email viewed by Valerie Covey (vcovey@wilco.org)
2024-05-08 - 6:50:57 AM GMT- IP address: 74.193.121.96
-  Document e-signed by Valerie Covey (vcovey@wilco.org)
Signature Date: 2024-05-08 - 6:51:10 AM GMT - Time Source: server- IP address: 74.193.121.96
-  Agreement completed.
2024-05-08 - 6:51:10 AM GMT



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Acrobat Sign

CITY OF CEDAR PARK, TEXAS

By: 

Jim Penniman-Morin, Mayor

Date: April 4, 2024

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

Approved via resolution. See next page.

RESOLUTION NO. R-2024-079

WHEREAS, the County of Williamson and the Cities of Round Rock, Cedar Park, Hutto, and Leander (collectively the “Member Governments”) require a regional animal control shelter with the capability of providing animal control services within the Williamson County, Texas, area on a regular basis; and

WHEREAS, pursuant to the Williamson County Regional Animal Shelter Interlocal Agreement, as amended, the Member Governments jointly operate the Williamson County Regional Animal Shelter for the purpose of providing the public need for animal sheltering and control services within Williamson County; and

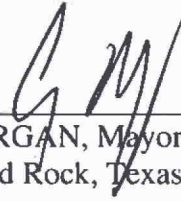
WHEREAS, the Member Governments wish to enter into a Memorandum of Understanding with the City of Georgetown to add it as a party to the Williamson County Regional Animal Shelter Interlocal Agreement, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City a Memorandum of Understanding Between the City of Georgetown and the Williamson County Regional Animal Shelter Member Governments, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

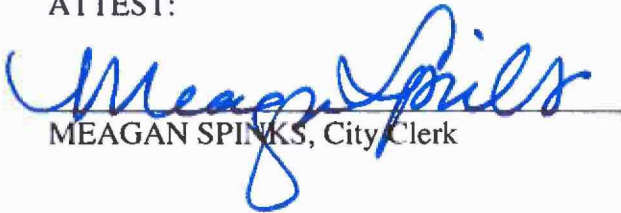
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were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

RESOLVED this 11th day of April, 2024.



CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:



MEAGAN SPINKS, City Clerk

CITY OF HUTTO, TEXAS

By: _____

Mike Snyder, Mayor

Date: _____

Approved via resolution. See next page.

RESOLUTION NO. R-2024-066

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GEORGETOWN AND THE WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER MEMBER GOVERNMENTS AND THE CITY OF HUTTO; AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND THE INTERLOCAL AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto is a member government of the Williamson County Regional Animal Shelter (“WCRAS”); and

WHEREAS, the City of Georgetown desires to enter into a partnership with other local governments to expand the WCRAS; and

WHEREAS, the City Council desires to approve the memorandum of understanding and a draft of the Amended and Restated Interlocal Agreement to incorporate the City of Georgetown into the WCRAS; and

WHEREAS, the City Council desires to authorize the Mayor to execute the memorandum of understanding (“MOU”) and the Amended and Restated Interlocal Agreement (“Agreement”), attached as Exhibit A.

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

Section 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2: The Hutto City Council hereby approves and authorizes the Mayor to execute the MOU and the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3: 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.

Section 4. This Resolution shall take effect immediately upon its passage.

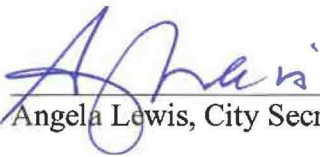
PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 4th day of April 2024 on vote of 7AYES; 0NAYS; 0ABSTENTIONS.

THE CITY OF HUTTO, TEXAS



Mike Snyder, Mayor

ATTEST:



Angela Lewis, City Secretary



CITY OF LEANDER, TEXAS

By: C. DeLisle
Christine DeLisle, Mayor

Date: 4/18/24

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

Date: March 12, 2024

EXHIBIT A

**SECOND AMENDMENT AND RESTATEMENT
OF THE
WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER AGREEMENT**

THIS SECOND AMENDMENT AND RESTATEMENT ("Second Amendment") to expand the membership of the Regional Shelter is made and entered into effective this _____, by and between WILLIAMSON COUNTY; the CITY OF CEDAR PARK; the CITY OF HUTTO; the CITY OF LEANDER; the CITY OF ROUND ROCK (collectively the "Member Governments"); and the CITY OF GEORGETOWN ("Georgetown"); all of which are political subdivisions of the State of Texas ("the Parties").

RECITALS

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, each of the Parties requires a regional animal shelter with the capability of providing animal sheltering services within the Williamson County, Texas, area on a regular basis; and,

WHEREAS, pursuant to the Williamson County Regional Animal Shelter Interlocal Agreement, as amended (the "Agreement"), the Member Governments jointly operate the Williamson County Regional Animal Shelter ("WCRAS") for the purpose of providing the public need for animal sheltering within Williamson County; and,

WHEREAS, the WCRAS also regularly operates at capacity and needs to expand its facility and operations in order to provide the public need for animal shelter and control services within Williamson County; and,

WHEREAS, the Parties share a common interest in designing and expanding a facility to better serve animal sheltering and control needs as described in the Texas Health and Safety Code, Chapter 823; and,

WHEREAS, the WCRAS Interlocal Agreement, as amended, allows for the Agreement to be further amended to admit a new party, located within Williamson County, as long as the new party agrees to: abide by all of the Agreement's conditions; pay the Equity Buy-in Fee; and be responsible for its share of the M&O expenses; and,

WHEREAS, the Parties, by this Second Amendment and Restatement desire to add Georgetown as a new party to the Agreement in exchange for Georgetown abiding by all terms of the Agreement; funding the cost of the WCRAS facility expansion; paying the Equity Buy-in Fee; and being responsible for its share of annual M&O expenses; and,

NOW, THEREFORE, the Member Governments agree to accept Georgetown as a full member of WCRAS, and in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

**ARTICLE I.
RECITALS**

The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

**ARTICLE II.
MISSION OF THE REGIONAL ANIMAL SHELTER**

The Mission of the Regional Shelter is to provide humane and cost-effective sheltering, reclaim, and adoption services for domestic animals that are ownerless or have been lost or abandoned.

**ARTICLE III.
ORGANIZATION**

1. **BOARD REPRESENTATION:** The business and affairs of the Regional Shelter shall be conducted by a board consisting of one (1) representative from each Party signing this Agreement. Each representative shall be appointed by the governing body of the respective Party, preferably a supervisor of the Police or other public safety department of the governmental agency responsible for dealing with animal control issues.
2. **MEETINGS:** The time and place of regular meetings of the Board shall be determined by the Board, but the Board shall meet not less than once every three months. The chairperson of the Board may also call a meeting whenever he/she deems it necessary. If the chairperson is unable or unwilling to call a meeting upon request of a representative of one of the Parties, a meeting may be called by any two Parties to this agreement. All meetings shall comply with Chapter 551 of the Texas Government Code, Texas Open Meetings Act.
3. **QUORUM:** A quorum shall exist for the purpose of conducting the business and affairs of the Board if a majority of the Board members are present at a scheduled meeting. The vote of the majority of a quorum is necessary for the Board to take any action. However, all members must be present for any votes pertaining to the budget, personnel, or amendments to this Agreement.
4. **OFFICERS:** The Board shall appoint a chairperson, a vice chairperson, and a secretary for a one-year term. Appointments of officers shall be held annually during the first week in October or as soon as possible thereafter.
5. **SECRETARY:** The secretary shall be responsible for keeping the minutes of all the meetings of the Board and all other official records. The secretary may be a non-member and non-voting.

ARTICLE IV BOARD DUTIES AND RESPONSIBILITIES

1. **BOARD RESPONSIBILITY:** The Board's primary responsibilities shall be the review, oversight, and operation of all aspects of WCRAS shared by all Parties to this Agreement. The Board shall also be responsible for setting goals and objectives, setting policies, and approving procedures for the WCRAS program that further the mission of WCRAS and that are humane, efficient, and cost-effective. The Board will provide general, broad direction to the Director of WCRAS, review the Director's performance, review progress on stated goals and objectives, and adopt procedures to improve the operations of WCRAS as necessary.

The Board shall produce or cause to be produced a semi-annual (April and October) status report on WCRAS operations. The report will be made available to the Chief Executive Officer of each Party. The report will communicate the current goals and objectives of WCRAS, progress made regarding the stated goals/objectives, budget status, and pertinent operational performance data.

The Board shall hear and use best efforts to remedy concerns from the Parties regarding operations, facilities, or financial activities. If concerns are not able to be remedied by the Board, the Parties agree that an Executive Committee with one (1) representative per Party may be convened to resolve the concern. If said Executive Committee is unable to resolve a concern satisfactorily to all Parties, any Party reserves the right to withdraw from this Agreement pursuant to the terms stated herein.

The costs and expenses that are considered to be shared are those incurred for the benefit of all Parties to this Agreement and include, but are not limited to, the following:

- a. Utilities and maintenance of the WCRAS site;
 - b. Maintenance and repairs of WCRAS equipment at the WCRAS site;
 - c. Staffing expenses;
 - d. All other day-to-day expenses of operating and maintaining the WCRAS;
 - e. Insurance, including building, content, and personal liability; and,
 - f. The Parties are jointly and severally liable for any and all expenses incurred in connection with claims against the Regional Shelter, its personnel, and the Board, in the same proportion as stated in Article VI, Section 2 of this Agreement. No Party may settle any claim or incur any costs to settle any claim against the Shelter without the consent of the other Parties. If any party declines to participate in a settlement of a claim, that Party reserves the right to withdraw from this Agreement pursuant to the conditions stated in Section 3 herein.
2. **BUDGET APPROVAL:** The following matters involving the operation and costs associated with WCRAS are subject to recommendations from the Board and the annual approval from the governmental entities of each Party including all items related thereto:
 - a. Operating procedures and policies;
 - b. Annual budgets and expenditures, prepared in a line item format;

- c. Acquisition, possession, leasing, encumbrance, and disposal of personal and real property;
 - d. Facilities improvement and expansion; and
 - e. Acquisition of major shelter equipment, including computer hardware.
3. **BUDGET:** The fiscal year for WCRAS will begin on October 1st of each year. Prior to April 1st of each year, the Board shall submit a budget to the respective governmental entities for their approval. The budget must be approved by all Board members. If all Board members cannot approve the budget, then the Executive Committee (as described in Article III, Section 1 above) shall be convened to resolve budgetary concerns. The budget shall be adopted by the Board and forwarded to the respective governmental entities if 80% of the Executive Committee approves the proposed budget. If at least 80% of the representatives of the Executive Committee cannot agree on a proposed budget, then the previous year's budget shall be adopted by the Board and forwarded to the respective governmental entities for approval. Each annual budget is subject to the approval of the governmental entity of each Party. If any Party declines to approve an annual budget, that Party reserves the right to withdraw from this Agreement pursuant to the conditions stated herein but will continue to participate in WCRAS activities and work to resolve the concerns in the interim and continue to comply with all terms and conditions provided herein. After adoption, the Budget may be amended as necessary upon approval of the Board and the governing body of each Party.
4. **EXPENDITURES AND REIMBURSEMENT:** No expenditures that exceed the annual budget shall be made unless and until said expenditures are approved by the Board as an amendment to the annual budget and approved by each Party. Any emergency expenditure that exceeds the annual approved budget shall be subject to being ratified by the governing body of each Party to this Agreement. No Party may receive reimbursement for an emergency expenditure attributable to said Party unless it receives approval from the governing body of every other Party to the Agreement.
5. **BUDGET REVIEW:** The Board shall receive a monthly budget status report, detailing revenues and expenditures and comparing them to the adopted budget line items. Upon approval of the Board, the monthly expenses will be apportioned among the Parties as determined herein.
6. **PAYMENTS:** Payments to Williamson County shall be made within thirty (30) days of receipt of the invoice.
7. **ADMINISTRATION:** The operation and maintenance of WCRAS facilities and equipment shall be conducted and/or administered by the Board.
8. **SHELTER REVENUE:** Except as further stated below, all revenues derived from or attributable to the operation of WCRAS will offset costs of operations to the benefit of the Parties.

ARTICLE V

COUNTY AND CITY OF GEORGETOWN RESPONSIBILITIES

1. **SITE ACQUISITION:** The County shall be responsible for acquiring and owning the WCRAS and all costs associated with said acquisition.
2. **CAPITAL FACILITIES AND EQUIPMENT COSTS:** The County agrees to provide financing for WCRAS Capital Facilities and Equipment, except as described in section 6 herein. The costs of the Capital Facilities and Equipment, shall be amortized over the standardized life of said facilities and equipment and incrementally charged to the Parties as part of the monthly Maintenance and Operation Expenses referenced herein. Capital Facilities and Equipment are defined as any facilities or equipment that have a useful life of greater than one year and cost more than \$10,000.
3. **REGIONAL SHELTER AVAILABILITY TO PARTIES:** The County agrees to make WCRAS available to each Party for the term of this Agreement and for the purposes provided herein, so long as that Party is in compliance with this Agreement.
4. **SERVICES AND COSTS:** The County agrees to provide all financial and support services for all WCRAS operations, including accounting services and insurance. Additionally, the County shall hire the Director of WCRAS and all WCRAS personnel and provide payroll services. However, all these WCRAS personnel costs will be shared by the Parties as provided herein.
5. **ACQUISITION OF GOODS AND SERVICES:** After Board approval, the County shall contract for all goods and services on behalf of WCRAS.
6. **CITY OF GEORGETOWN FUNDED EXPANSION:** Georgetown agrees to fund the WCRAS facility expansion financing with proceeds of voter-approved bonds (the “Georgetown Bonds”) in an amount not to exceed \$15,000,000.00. Any expenditures over and above \$15,000,000 shall not be the responsibility of Georgetown or any Member Government unless all parties agree to the expenditure. In compliance with the covenants of the Georgetown Bonds and state and federal law, the Parties hereby agree that (i) the WCRAS facility will provide Georgetown’s animal sheltering and control services at least through the maturity date of the Georgetown Bonds, (ii) if there is an early termination of this Agreement not due to a default by Georgetown and Georgetown is unable to utilize the WCRAS facility expansion as contemplated in this Agreement the Parties will provide Georgetown with funds sufficient to defease or redeem the Georgetown Bonds, as applicable (except if termination is due to a force majeure event as defined below), (iii) the proceeds of the Georgetown Bonds may only be expended on the capital costs of the WCRAS facility expansion as approved by Georgetown, (iv) Williamson County, as the manager of the WCRAS facility, will comply with all federal tax law covenants required to maintain the tax-exempt status of the Georgetown Bonds; and (v) Georgetown will receive formal reports on the WCRAS facility operations, financial status, and the public benefits provided to Georgetown.

The Parties acknowledge that proceeds of the Georgetown Bonds will be used to expand the WCRAS in exchange for the rights provided in this Agreement to Georgetown to utilize the WCRAS in furtherance of its public purpose of providing animal sheltering and control services for Georgetown. The parties agree that the fair market value of Georgetown’s use of

the WCRAS provided by this Agreement during the term hereof is at least reasonably equivalent to the total amount of proceeds of the Georgetown Bonds.

Notwithstanding anything in this Agreement to the contrary, in the event this Agreement is terminated through a default of a party other than Georgetown such that Georgetown is prevented from using the WCRAS in the manner otherwise provided by this Agreement while the Georgetown Bonds are outstanding, Georgetown shall be entitled to receive from such defaulting party or parties an amount sufficient to defease the Georgetown Bonds to their call date, or if the Georgetown Bonds are then callable, an amount sufficient to redeem the Georgetown Bonds on the soonest practical date thereafter.

Force Majeure pertains to the performance of any obligations hereunder if prevented, delayed or hindered by war, riots, insurrection, civil disorder, embargoes, strikes, concealed acts of workmen, casualty, accidents, acts of terror, pandemic/endemic in region as reported by the World Health Organization or the U.S. Center for Disease Control, government regulation, or any other occurrence beyond such party's control, which makes it illegal, impossible, or impractical to perform under this Agreement.

Georgetown has financed a portion of the WCRAS with the proceeds of the Georgetown Bonds issued on a tax-exempt basis. In connection with the issuance of the Georgetown Bonds, Georgetown has given covenants (the "Bond Covenants") to the owners of the Georgetown Bonds that the WCRAS will be used in a manner that assures that the Georgetown Bonds continue to qualify as obligations within the meaning of section 103 of the Internal Revenue Code (the "Code"). The parties agree not to use or permit the use of the WCRAS in a manner which they know or should know would result in a violation of the Bond Covenants or which would otherwise adversely affect the federal income tax status of the Georgetown Bonds under section 103 of the Code. Moreover, in furtherance thereof, if the parties are notified by Georgetown that the Georgetown Bonds have been selected for audit by the Internal Revenue Service, then the parties agree to provide to Georgetown such information in their possession with respect to the WCRAS in order that Georgetown may timely respond to any questions posed to it by the Internal Revenue Service.

The proceeds of the Georgetown Bonds must only be expended on capital costs of expanding the WCRAS on a reimbursement basis in an amount not to exceed \$15,000,000.00. Any expenditures over and above \$15,000,000 shall not be the responsibility of Georgetown or any Member Government unless all parties agree to the expenditure.

For the avoidance of doubt, the term "Georgetown Bonds" as used in this Agreement shall also include any related refunding bonds to the extent such refunding bonds do not extend the maturity date of the bonds being refunded.

7. CITY OF GEORGETOWN TRANSITION OF SERVICES TO WCRAS:

Georgetown will be responsible for costs associated with transitioning operations to WCRAS, including software conversions, providing access to the current Georgetown animal shelter,

and transitioning assets from the Georgetown shelter to the WCRAS shelter, including the memory bricks, Catio, and temporary kennel. And

WCRAS will take over animal sheltering operations for Georgetown sixty (60) days after the effective date of this Second Amendment.

In the intervening period between WCRAS taking over the Georgetown shelter operations and the completion of the new facility, WCRAS will have access and use of the current Georgetown Animal Shelter. The expanded facility is estimated to be completed no later than December 31, 2025.

ARTICLE VI COST SHARING

1. **COUNTY RESPONSIBILITY:** The County shall participate in the sharing of Maintenance and Operation Expenses as described in 2, below.
2. **PARTIES' RESPONSIBILITY:** During the first year of operation of the Regional Shelter, all budgeted Maintenance and Operation Expenses (M&O Expenses) of the Regional Shelter shall be shared by the Parties based upon each Party's percentage share of the capital cost for the construction of the Regional Shelter. For all years following the first year of operation of the Regional Shelter, all budgeted M&O Expenses of the Regional Shelter shall be shared by the Parties based upon the ratio of the annual number of animals delivered to the Regional Shelter by each Party in the previous budget year, as compared to the total number of animals delivered to the Regional Shelter by all Parties, in the previous budget year. The Parties shall pay for their respective M&O Expenses and all other financial obligations under this Agreement from current revenue funds.
3. **LICENSE AND RECLAMATION FEE REIMBURSEMENT:** Each Party shall receive a quarterly reimbursement for all license fees and animal reclamation fees paid by citizens residing within the boundaries of each Party's jurisdiction.
4. **CAPITAL COST SHARING:** Each Party listed below agrees to pay the below-listed sums as its respective share (the "Respective Share") of the \$3,200,000 capital cost for the construction of the Regional Shelter (the "Capital Cost"). The County has agreed to issue Certificates of Obligation to pay for the Capital Cost. The County has further agreed to allow each Party to pay its respective share of the Capital Cost amortized over a 20 year period at 4.3311%, which is the term and interest rate for said Certificates of Obligation. Each city Party agrees that if it elects to withdraw from this Agreement pursuant to Article IX., below, then that city Party will, upon withdrawal, pay to the County a per diem, pro-rated amount of its Amortized Annual Payment while utilizing the Regional Shelter. After the city Party is no longer utilizing the Regional Shelter, said Party shall thereafter no longer be responsible for any further Amortized Annual Payments. The Amortized Annual Payment will be reduced proportionally if the County obtains an interest rate lower than 4.3311%.

Party	Respective Share	Amortized Annual Payment
Cedar Park	\$ 304,000	\$ 22,748
Leander	\$ 304,000	\$ 22,748
Round Rock	\$ 960,000	\$ 71,835
Hutto	\$ 32,000	\$ 2,395
County	\$1,600,000	\$119,725
TOTAL	\$3,200,000	\$239,451

The County agrees that if the Total Capital Costs exceed \$3.2 million, then the County will owe the balance. No city Party's Respective Share of the Capital Cost will exceed the sums shown above. When each Party's Respective Share of the Capital Cost is extinguished by the amortized payments, the Party's Capital Cost payments shall cease.

5. **CITY OF GEORGETOWN EQUITY BUY-IN FEE:** As a new member, starting on October 1, 2024, the City of Georgetown will contribute an Equity Buy-in Fee equal to an additional 50 percent of Georgetown's ratio of the annual number of animals delivered to the Regional Shelter by Georgetown in the previous budget year, as compared to the total number of animals delivered to the Regional Shelter by all Parties, in the previous budget year. This equity buy-in fee will decrease by 5 percentage points annually until it reaches zero percent after 10 years.

Year	M&O Expenses + Equity Buy-in Fee
1	M&O + 50%
2	M&O + 45%
3	M&O + 40%
4	M&O + 35%
5	M&O + 30%
6	M&O + 25%
7	M&O + 20%
8	M&O + 15%
9	M&O + 10%
10	M&O + 5%

In the intervening time between the execution of this agreement and October 1, 2024, upon the Georgetown's inclusion in the Regional Shelter, the City's Maintenance and Operation Expenses (M&O Expenses) of the Regional Shelter will be pro-rated to fund Georgetown's portion of M&O and will be based upon a \$500,000.00 M&O Expense and a \$250,000.00 Equity Buy-in Fee.

6. **APPROPRIATIONS:** Notwithstanding any provision contained herein, all respective financial obligations of the Parties contained herein are subject to and contingent upon appropriations by the respective governing bodies of the Parties of such funds or other revenues being available, received, and appropriated by their respective governing bodies of the Parties in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of the Parties. If at any time during the term of this Agreement, the governing body of a Party fails to provide funding for the financial obligations under this Agreement for the following fiscal year, such Party shall be terminated from this Agreement without further liability other than all M & O Expenses, as stated in Section 2 herein., and the pro-rated Amortized Annual Payment for the year of withdrawal as stated in Section 4 herein., while said Party is utilizing the WCRAS. A Party is utilizing the WCRAS while any animal delivered to the WCRAS by said Party remains under the care of the WCRAS. This termination provision is in addition to other termination provisions set forth in this Agreement.

ARTICLE VII ACCOUNTING

1. **BOOKS:** Complete books and accounts shall be maintained by the County on behalf of the Board in accordance with generally accepted accounting principles and standards, including compliance with all applicable statutes and regulations. Financial activities of the WCRAS will be audited annually, using generally accepted auditing standards, by an independent Certified Public Accountant approved by the County in conjunction with the County's annual audit. The audit shall cover the financial activity of the WCRAS for the immediate previous fiscal year which runs from October 1 to September 30.

ARTICLE VIII DURATION

1. The duration of this Interlocal Agreement shall be extended for an additional twenty (20) years beginning upon execution of the Second Amendment by all Parties.
2. After the expiration of the twenty (20) years after this Second Amendment, Agreement shall renew automatically annually, effective as of the first day of October of each year, under the same terms and conditions of this Agreement.

ARTICLE IX TERMINATION

1. **RIGHT TO WITHDRAW:** Except as provided in V.5, any Party to this Agreement which is a city has the right to withdraw from this Agreement by providing written notice which must be received by the other Parties no less than ninety (90) days prior to the beginning of each fiscal year, after satisfying any liabilities of the withdrawing Party as stated herein. The County may

not withdraw from this Agreement during its term unless all Parties agree to said withdrawal or all Parties are in material default, as stated below.

2. **SEPARATE EQUIPMENT:** The terminating Party may remove any and all of its own separate equipment unless the removal of the equipment will render the Regional Shelter inoperable. In such case, the Party may not remove the equipment but shall be reimbursed the fair market value of said equipment, as determined by an appraiser chosen by the Parties.

ARTICLE X MISCELLANEOUS

1. **SEVERABILITY:** The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.
3. **CHOICE OF LAW:** This Agreement shall be performable in Williamson County, Texas.
4. **AMENDMENT:** This Agreement may be amended by unanimous vote of the Board if said proposed Amendment is approved by the governing body of each Party. The Parties agree to review this Agreement every five (5) years.
5. **ASSIGNMENT:** Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all the Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.
6. **NO PERSONAL BENEFIT:** No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person, or to assume any other duty other than that imposed by general law.

7. NOTICE: Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY
c/o COUNTY JUDGE
WILLIAMSON COUNTY
301 S.E. INNER LOOP
GEORGETOWN, TX 78626

CITY OF HUTTO
c/o MAYOR
CITY OF HUTTO
401 W. FRONT STREET
HUTTO, TX 78634

CITY OF ROUND ROCK
c/o MAYOR CITY OF ROUND ROCK
221 EAST MAIN STREET
ROUND ROCK, TX 78664

CITY OF CEDAR PARK
c/o MAYOR
CITY OF CEDAR PARK
600 N. BELL BOULEVARD
CEDAR PARK, TX 78613

CITY OF LEANDER
c/o MAYOR
CITY OF LEANDER
105 N. BRUSHY STREET
LEANDER, TX 78641

CITY OF GEORGETOWN
c/o MAYOR
CITY OF GEORGETOWN
808 MARTIN LUTHER KING JR ST
GEORGETOWN, TX 78626

8. PARAGRAPH HEADINGS: The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.
9. ATTORNEY FEES: In any lawsuit concerning this Agreement, the prevailing Party/Parties shall be entitled to recover reasonable attorney's fees from the non-prevailing Party/Parties, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.
10. GOVERNMENTAL IMMUNITY: The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.
11. COMPLIANCE WITH APPLICABLE LAWS: The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations, and lawful orders of any public authority with jurisdiction. Specifically, nothing in this Agreement is intended to conflict with the City of Georgetown's zoning, franchise, or health and safety authority.

12. DEFAULT: The Parties agree that if any city Party fails to comply with any material terms of this Agreement, the Board shall provide to the defaulting city Party at least thirty (30) days prior written notice of the occurrence of said default and an opportunity to cure such default within such 30-day period. In the event the defaulting Party fails to cure the default, the Board may terminate said Party from this Agreement. After termination, the defaulting Party shall still be responsible for all M&O Expenses, as stated in Section VI.2., up to the date of termination, and its Respective Share of its Regional Shelter Capital Cost, as stated in Section VI.4. subject to Section VI.5.

Executed and effective this ____ day of ____, 2024.

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____

DRAFT

CITY OF CEDAR PARK, TEXAS

By: _____
Jim Penniman-Morin, Mayor

Date: _____

DRAFT

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

DRAFT

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

Date: _____

DRAFT

CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle, Mayor

Date: _____

DRAFT

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

Date: _____

DRAFT



EXECUTIVE SUMMARY
4/17/2025

AGENDA SUBJECT:

Approval of Amendment No.4 to Task Order FNI-3 with Freese and Nichols, Inc., for San Gabriel Parkway Roadway Project Phase 2 (CIP T.11), to provide for the update and resubmission of the Contributing Zone Plan Modification to Texas Commission of Environmental Quality, increasing the current contract amount by \$7,344.00 for a new total of \$1,032,846.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

On September 17, 2015, the City Council approved Task Order FNI-3 agreement with Freese and Nichols, Inc., to provide design, bidding, and construction administration for the San Gabriel Parkway extension from County Road 270 (CR 270) to Ronald W. Reagan Boulevard as a 4-lane divided roadway with curb and gutter, storm sewers, water quality systems, runoff detention, street lighting, landscaping, temporary irrigation, and a 24-inch water line. The cost of the roadway design was to be shared with the developer, Palmera Bluff Development, Inc. (Developer), under Addendum No.1 to the Development and Annexation Agreement, dated March 5, 2015.

The Second Amendment to Addendum No.1 to the Development and Annexation Agreement (Toungate Tract – Palmera Bluff) – Roadway Participation Agreement, finalized on March 19, 2018, split the San Gabriel Parkway extension into three (3) segments; Segment 1, Segment 2, and Future Extension (Segment 3). Segment 1 would comprise a fully constructed 4-lane divided arterial roadway with stormwater management, lighting, and landscaping, within the common boundary between Palmera Bluff and Palmera Ridge Developments. Segment 2 would be for two (2) lanes of the future 4-lane arterial roadway between Segment 1 and CR 270. The Future Extension (Segment 3), now known as Phase 2, was left for an undetermined future construction.

On June 7, 2018, City Council approved Amendment No. 3 to divide the San Gabriel Parkway extension into three (3) Phases to facilitate acceleration of the design and construction of the middle Phase (also known as Segment 1) to assist the Developer with constructing a 4-lane roadway and roundabout between the Palmera Bluff and Palmera Ridge Developments, as well as evaluate a potential roundabout at the intersection between CR 270 and San Gabriel Parkway.

On September 16, 2022, the City Planning and Permit Review Team approved the 100% drawings for the San Gabriel Parkway Phase 2 extension (Segment 3) between the existing Segment 1 and Ronald W. Reagan Boulevard. While potentially ready to solicit the roadway for bid, City staff realized that the exceptionally high bids for the adjacent San Gabriel Elevated Storage Tank were being affected, in part, by poor access. Knowing this, and with the need for water as a higher priority, City Staff chose to construct a construction access road on the San Gabriel Parkway Phase 2 right-of-way first to accelerate the construction of that elevated storage tank, and thereby pushing back the construction timeframe for the San Gabriel Parkway Phase 2 roadway.

On July 6, 2023, the City contracted for the Raider Way and Woodview Drive improvements, of which project costs became twice original budget; therefore, the City decided to utilize the San Gabriel Parkway Phase 2 funds to encumber the contract for the Raider Way and Woodview Drive improvements project, with the understanding that the City would need to obtain new, additional funding when the San Gabriel Parkway Phase 2 was ready to

be solicited for bid.

During the Summer of 2024, City Staff reviewed the possibility of including a traffic signal at the Palmera Bluff and Ronald W. Reagan Boulevard intersection with the San Gabriel Parkway Phase 2 project, but determined it would likely delay the road project by up to two (2) years, and therefore, opted to create a separate project for the signal.

With the anticipation of the elevated storage tank completion in Fall of 2024, and with new bond funding obtained on May 16, 2024, the City solicited the San Gabriel Parkway Phase 2 for bid on August 29, 2024, with seven (7) bids received on October 17, 2024. On January 16, 2025, the City Council approved a contract agreement with Patin Construction to construct the San Gabriel Parkway Phase 2 roadway.

Prompted by City Staff to update the State-required Contributing Zone Plan (CZP), Freese and Nichols, Inc., is submitting this Amendment No. 4 proposal for providing additional professional engineering services to the City of Leander for the update and the resubmittal of the Contributing Zone Plan Modification to the Texas Commission of Environmental Quality for the San Gabriel Parkway Phase 2 project. The previous Contributing Zone Plan Modification was reviewed and approved by Texas Commission of Environmental Quality on September 9, 2022. With an expiration of two (2) years after approval, the Contributing Zone Plan Modification approval letter expired on September 9, 2024. The work to be performed under this amendment consists of the review, update, and resubmittal of the Contributing Zone Plan, and coordination with the Texas Commission of Environmental Quality, which is required prior to construction of the roadway extension.

Ordinance No. 24-059-00 approved June 20, 2024, granted authority to the City Manager to execute amendments to contracts that do not exceed 20% of the original contract amount. The amendment to the professional services contract requires City Council approval as it is over 25% of the original contracted amount.

HISTORY/TIMELINE:

09/17/2015 – Task Order FNI-3 agreement with Freese and Nichols, Inc. to provide design, bidding, and construction administration for the San Gabriel Parkway extension from County Road 270 (CR 270) to Ronald W. Reagan Boulevard; approved by City Council in the amount of \$695,205.00;

12/05/2016 – Amendment No 1 to Task Order FNI-3 – alignment changes and additional surveying; approved by Staff in the amount of \$13,153.00;

04/19/2017 – Amendment No 2 to Task Order FNI-3 – adding traffic signals to the scope of work; approved by Staff in the amount of \$18,312.00;

06/07/2018 – Amendment No 3 to Task Order FNI-3 - dividing the project into 3 Phases with the addition of a roundabout at the intersection of Logan Del Way and San Gabriel Parkway, and an evaluation of a roundabout at CR 270 and San Gabriel Parkway; approved by City Council in the amount of \$298,832.00; fully executed 07/18/2018;

08/06/2020 – City hired K. Friese + Associates to engineer and design an elevated water storage tank immediately adjacent to and above the San Gabriel Parkway Phase 2 (Segment 3) right-of-way;

11/17/2020 – Submittal of 90% drawings for review;

05/11/2022 – City purchased final right-of-way from the Lamb Family, for San Gabriel Parkway Phase 2 (Segment 3);

07/05/2022 – City approved Project 21-CIP-005 for the San Gabriel Elevated Storage Tank;

08/12/2022 – City received one (1) bid for the San Gabriel Elevated Storage Tank solicitation, at more than twice

the budget at that time;

09/15/2022 – City rejected single bid for the San Gabriel Elevated Storage Tank, received 08/12/2022 and begins process to rebid;

09/16/2022 – City approved Project 20-CIP-007, San Gabriel Parkway Phase 2, drawings and documentation for permit;

11/28/2022 – Engineering department worked to extract information from San Gabriel Parkway Phase 2 drawings to create temporary construction access drawings to assist with access concerns for San Gabriel Elevated Storage Tank project;

01/26/2023 – City received two (2) bids for San Gabriel Elevated Storage Tank on 2nd solicitation;

02/09/2023 – City received three (3) bids for San Gabriel temporary construction access road project;

02/17/2023 – City finalized qualifications for CC Carlton Industries, Ltd., to construct the elevated storage tank;

04/06/2023 – City engaged new site contractor to construct access road on top of the San Gabriel Parkway Phase 2 right-of-way;

07/06/2023 – Staff determined the San Gabriel Parkway Phase 2 construction will have to wait on the construction of the elevated storage tank, the City utilizes funds for San Gabriel Parkway Phase 2 to encumber a contract for the improvements to Raider Way and Woodview Drive;

05/16/2024 – City Council approved issuance of bonds, including funds for the San Gabriel Parkway Phase 2;

07/17/2024 – City Staff met to review adding traffic signal at Palmera Ridge and Ronald W. Reagan Boulevard intersection with the San Gabriel Parkway Phase 2 project, and rejected it;

08/29/2024 – City solicited the San Gabriel Parkway Phase 2 roadway project for bid;

10/17/2024 – City received seven (7) bids for the roadway project;

01/16/2025 – City Council approved contract agreement with Patin Construction;

01/30/2025 – City Staff requested updated Contributing Zone Plan from Freese and Nichols, Inc.

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$7,344.00
<u>Approved in current budget (Yes / No):</u>	No

Expenditure (New / Amended):

Amended

Recurring or one-time:

One-time

Fund source (Operating / Utility / etc.):

Certificates of Obligation - Series 2016

Attachments:

1. Partially Executed Amendment No. 4
2. San Gabriel Parkway Alignment Map

CONTRACT AMENDMENT FOR PROFESSIONAL SERVICES

AMENDMENT NO. 4 TO TASK ORDER NO. FNI-3

This will constitute authorization between the CITY OF LEANDER, TEXAS (Owner) and FREESE AND NICHOLS, INC. (Firm), to adopt AMENDMENT NO.4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

CITY OF LEANDER T.11 - SAN GABRIEL PARKWAY EAST – PHASE 2 PROJECT

A. AMENDMENT DESCRIPTION

- The Firm will render the following professional engineering services outlined below:
 - Review and update the Contributing Zone Plan Modification previously submitted to Texas Commission of Environmental Quality.
 - Resubmit the updated Contributing Zone Plan Modification to Texas Commission of Environmental Quality.
 - Coordinate with Texas Commission of Environmental Quality for Contributing Zone Plan Modification approval.
- The services for this amendment are expected to take approximately 3 months.
- The payable increase from the amended Task Order amounts to \$1,032,846.00. Total amendment amount of \$7,344.00.

B. EXHIBITS ATTACHED TO THIS AMENDMENT

- San Gabriel Parkway East Phase 2 – Contributing Zone Plan Modification Resubmittal

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title _____

Date _____

ACCEPTED:

FREESE AND NICHOLS, INC.

By  _____

Title Associate _____

Date 3/12/25 _____

March 17, 2025

Tony Bettis, PMP
CIP Program Manager
City of Leander
Capital Improvements Program
201 N. Brushy Street
Leander, Texas, 78641

Re: San Gabriel Parkway Phase 2 – CZP Modification Resubmittal

Dear Mr. Bettis,

Freese and Nichols, Inc. (FNI) is submitting this proposal for providing additional professional engineering services to the City of Leander (City) for the update and the resubmittal of the Contributing Zone Plan (CZP) Modification to Texas Commission of Environmental Quality (TCEQ) for the San Gabriel Parkway Phase 2 project. The previous CZP Modification was reviewed and approved by TCEQ on September 9, 2022. With an expiration of two (2) years after approval, the CZP Modification Approval Letter expired on September 9, 2024. The work to be performed under this amendment by FNI consists of the review, update and resubmittal of the CZP and coordination with TCEQ.

SCOPE OF SERVICES

FNI will render the following professional engineering services outlined below:

1. Review and update the CZP Modification previously submitted to TCEQ.
2. Resubmit the updated CZP Modification to TCEQ.
3. Coordinate with TCEQ for CZP Modification approval.

TIME OF COMPLETION

FNI will work expeditiously to complete the services described herein. The services for this amendment are expected to take approximately 3 months (including review time for TCEQ).

If FNI's services are delayed through no fault of FNI and if mutually agreed between both parties, FNI shall be entitled to equitable adjustment of rates and amounts of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

COMPENSATION

The total compensation for this additional scope of work is the lump sum increase amount of seven thousand three-hundred and forty-four (\$7,344) as described in the attached detailed cost breakdown. The total cost includes the five thousand (\$5,000) CZP fee to be paid to TCEQ. The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

FNI will begin work as soon as authorized and as services are requested.

Yours very truly,



Chris Trevino, PE
Assistant Division Manager
FREESE AND NICHOLS, INC.

		Project Fee Summary	
Basic Services		\$	7,344
Special Services		\$	-
Total Project		\$	7,344

			Labor				Expenses			Total	
Basic or Special	Task	Task Description	Tam Tran	Avery Mottet	Arturo Terrazas	Total Hours	Total Labor Effort	Tech Charge	CZP FEE	Total Expense Effort	Total Effort
			Env Specialist	Env Support	Roadway PE						
			\$208	\$132	\$208						
		CZP Update & Resubmittal					\$ -			\$ -	\$ -
Basic		CZP Update and TCEQ Coordination	8		2	10	\$ 2,080	10	5000	\$ 5,000	\$ 7,080
Basic		GIS Map Figures		2		2	\$ 264	2		\$ -	\$ 264
Total Hours / Quantity			8	2	2	12		12	5,000		
Total Effort			\$ 1,664	\$ 264	\$ 416		\$ 2,344	\$ -	\$ 5,000	\$ 5,000	\$ 7,344

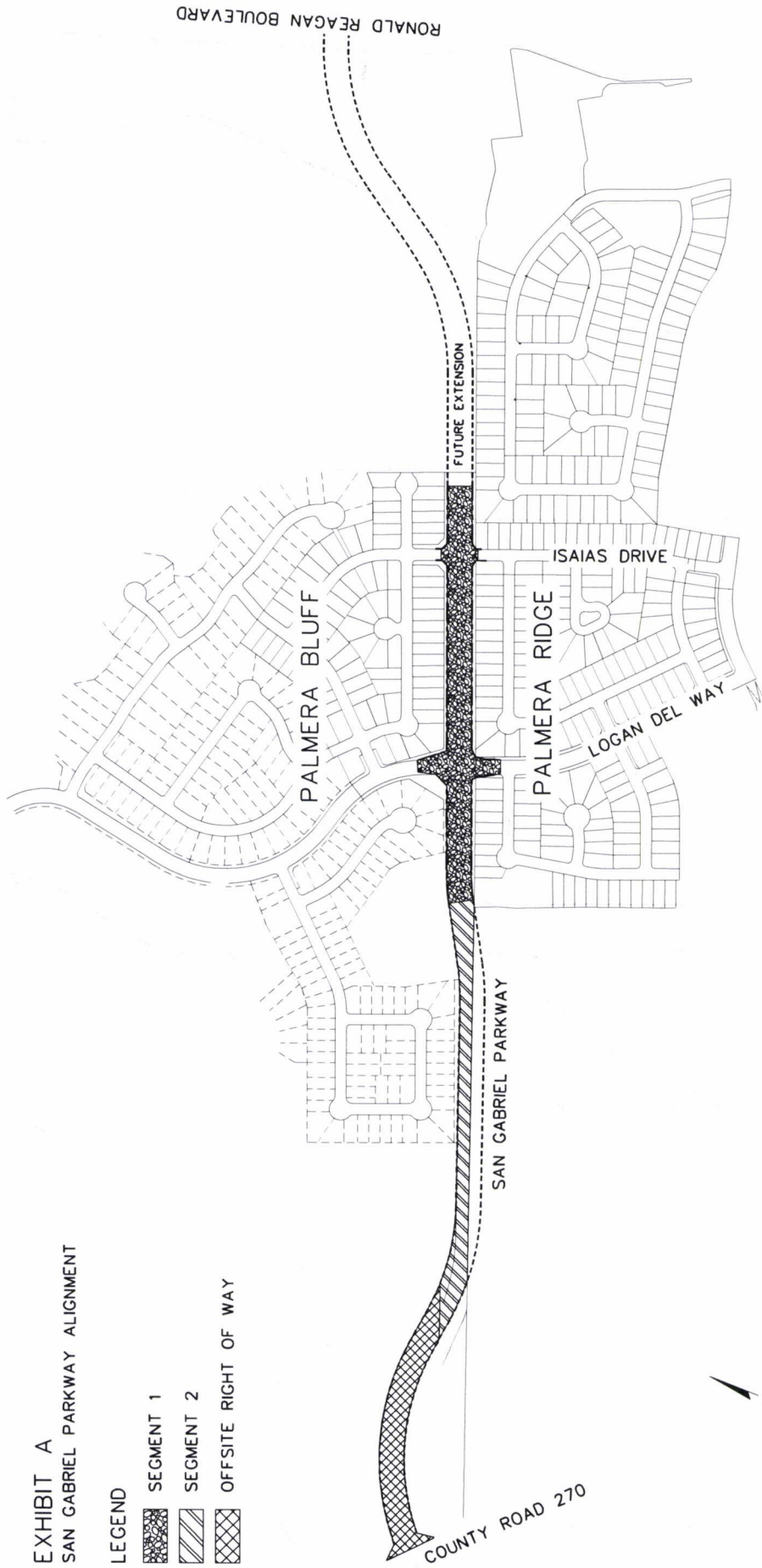
EXHIBIT A
SAN GABRIEL PARKWAY ALIGNMENT

LEGEND

SEGMENT 1

SEGMENT 2

OFFSITE RIGHT OF WAY



FREEZE NICHOLS
10000 N. DALLAS STREET, SUITE 100
DALLAS, TEXAS 75243-1000
WWW.FREEZENICHOLS.COM

FREEZE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144



EXECUTIVE SUMMARY
4/17/2025

AGENDA SUBJECT:

Acceptance of infrastructure improvements associated with Subdivision Case PICP-21-0039 Edgewood Phase 2 Section 1 generally located one half mile south of the intersection of RM 2243 and CR 175 on the east side of CR 175 for public streets, stormwater/drainage, water, wastewater and streetlights.

BACKGROUND:

Approximately \$2.5 million in required public infrastructure for streets, stormwater/drainage, water, wastewater and streetlights for Edgewood Phase 2 Section 1, a 20.83-acre, 73-lot residential subdivision, has been installed, inspected, and is substantially completed. All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed 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-year (2) term maintenance bond.

The maintenance bond will commence the two-year (2) term upon City Council acceptance, as anticipated, on April 17, 2025, which will provide warranty and maintenance coverage for the public infrastructure improvements through April 17, 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:

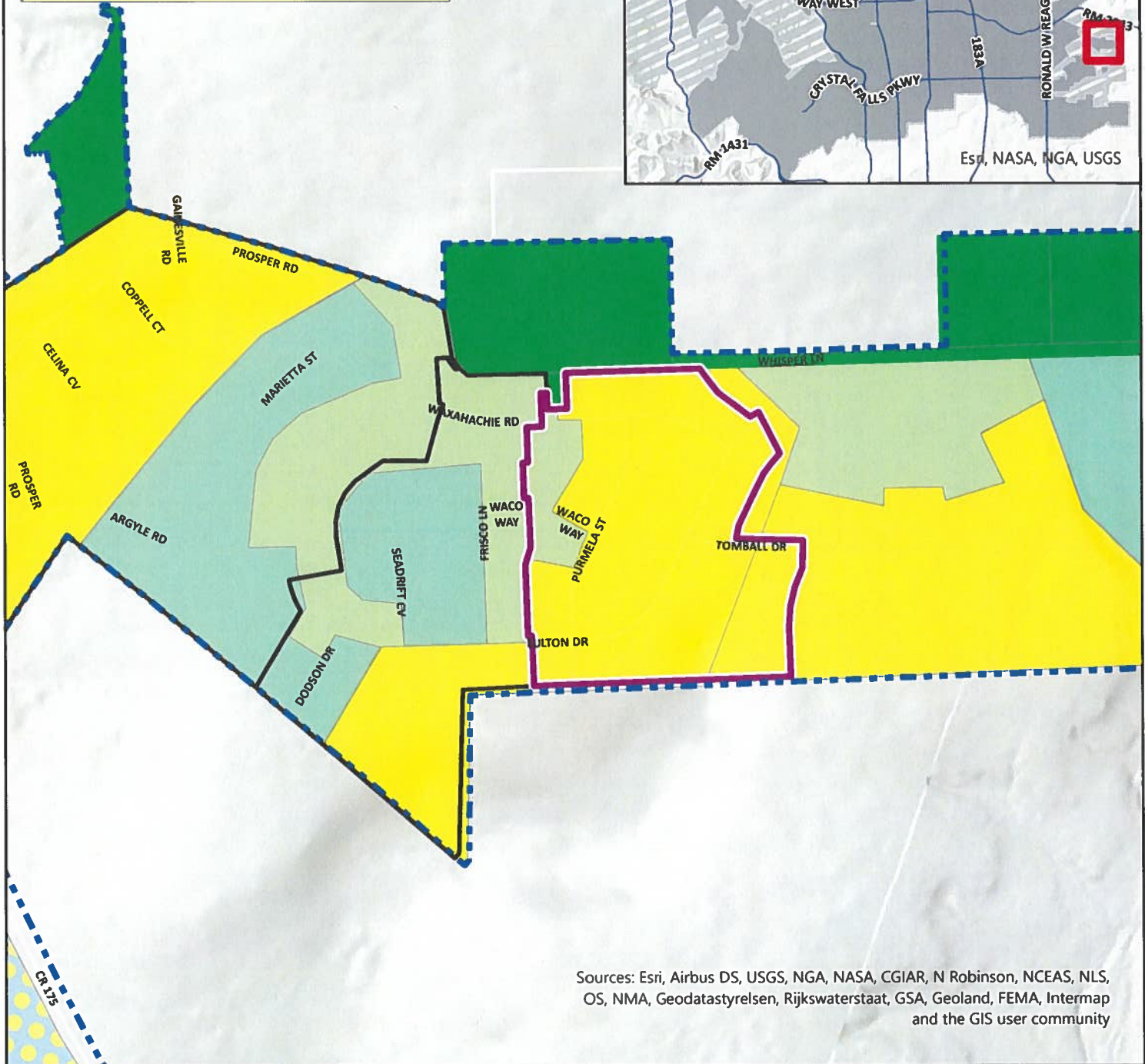
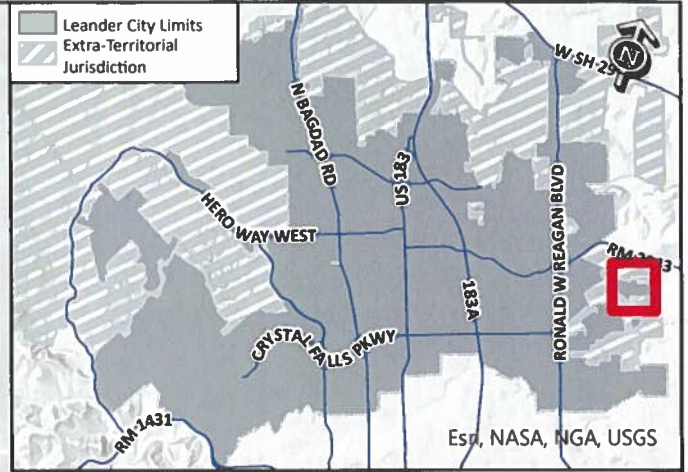
Emily Truman, P.E., CFM, PMP, City Engineer

Fiscal Impact

Attachments:

1. Council Closeout Documents PICP-21-0039 Edgewood Ph 2 Sect 1

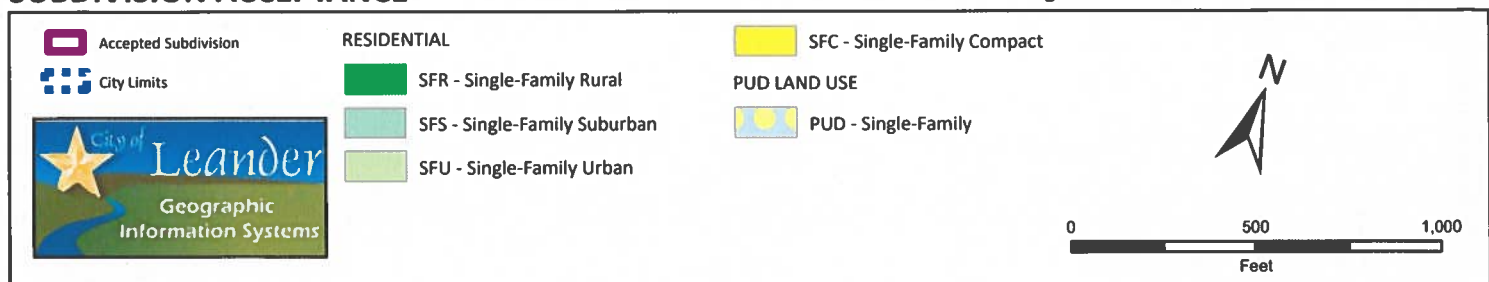
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

SUBDIVISION ACCEPTANCE

Edgewood Ph 2 Sec 1 - PICP-21-0039





February 10, 2025

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

Re: Edgewood Phase 2 – Section 1

INSPECTION COMPLETED – NO VIOLATIONS

Dear Kyle:

This report presents the findings of the on-site inspection for the Edgewood Phase 2 – Section 1 Project in Leander, Texas for compliance with the Texas Accessibility Standards (TAS) Rule 68.102 and the Public Right-of-Way Accessibility Guidelines (PROWAG). This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on February 8, 2025.

All of the pedestrian elements in the public right-of-way were found to be in compliance with TAS Rule 68.102 and the Public Right-of-Way Accessibility Guidelines. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

Feel free to contact me at (512) 410-7059 or at access@alturalp.com with any questions.

Sincerely,

A handwritten signature in black ink that reads "Jesús Lardizábal". The signature is written in a cursive, flowing style.

Jesús Lardizábal, RAS #1051
President

Engineer's Concurrence for Project Acceptance

Project: Edgewood Phase 2, Section 1 Date: 02/19/2025

City of Leander Issued Permit Number: PICP-21-039

Owner's Name & Address

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

Consultant Engineer's Name & Address

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

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

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



2/19/2025

(SEAL)


Signature

Alejandro E. Granados Rico
Typed Name

Kimley-Horn and Associates, Inc.
Engineering Firm Name

F-928
Registered Engineering Firm Number

Bond Number: 2361319

COUNTY OF WILLIAMSON §

Page 85 of 336

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 28th day of February, 2025.

Liberty Civil Construction, LLC

Principal

By: 

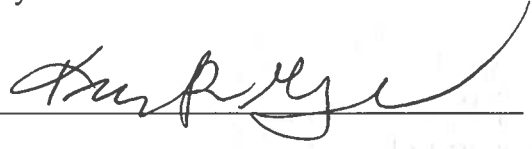
Title: MANAGING PARTNER

Address: 2937 Hero Way

Leander, TX 78641

Swiss Re Corporate Solutions America Insurance Corporation

Surety

By: 

Title: Kimberly Rochelle Gonzalez, Attorney-in-Fact

Address: 1200 Main St., Suite 800

Kansas City, MO 64105

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

Acrisure Texas Risk Advisors & Insurance Services, LLC

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

(Seal)

SWISS RE CORPORATE SOLUTIONS

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

GENERAL POWER OF ATTORNEY

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

JOHN R. WARD, THOMAS DOUGLAS MOORE, EMILY ALLISON MIKESKA, ALLYSON W. DEAN, MONICA RUBY VEAZEY, JOHN WILLIAM NEWBY,

TROY RUSSELL KEY, DEBRA LEE MOON ANDREA ROSE CRAWFORD, SANDRA LEE RONEY, FAITH ANN HILTY, ANDREW GARETH ADDISON, PATRICK THOMAS COYLE,

BRYAN KELLY MOORE, ELIZABETH ORTIZ, ANA OWENS, BETTY J. REEH, ANDREW PATRICK CLARK AND KIMBERLY ROCHELLE GONZALEZ JOINTLY OR SEVERALLY

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

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

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

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

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



By David Satory
David Satory, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

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



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

this 6TH day of DECEMBER, 20 24

State of Illinois
County of Cook



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

On this 6TH day of DECEMBER, 20 24, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Karen M. Szweda
Karen M. Szweda, Notary

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of February, 20 25.

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

IMPORTANT NOTICE

In order to obtain information or make a complaint:

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

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

1-816-235-3702

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

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

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

1- 800-252-3439

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

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

PREMIUM OR CLAIM DISPUTES:

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

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

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

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

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

1-816-235-3702

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

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

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

1- 800-252-3439

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

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

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

UNA ESTE AVISO A SU POLIZA:

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



March 7, 2025
Paul Brochi, P.E.
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Mr. Brochi,

The following is the information as applicable to the Final Cost and Quantities, and inspection fee settle up of the Edgewood Phase 2, Section 1 Project #PICP-21-039 of this "project"

Name on Approved Construction Documents: Edgewood Phase 2, Section 1 Public Improvement Construction Plans, Project #21-PICP-039, City of Leander, Williamson County, Texas

Final Plat Legal Name as Recorded : Edgewood Phase 2, Section 1 Final Plat (DOC #2024101483) (FP-23-0118)

Name on Bank Bond for Fiscal Posting: Swiss Re Corporate Solutions

Final Cost and Quantities:

Costs Categories	Totals
Streets	\$ 593,900.27
Stormwater/Drainage	\$ 943,583.76
Water	\$ 387,559.45
Wastewater	\$ 379,972.29
Streetlights	\$ 192,091.05

Total = \$2,497,106.83*

Total Improvements =	\$2,497,106.83
Maintenance Bond (10%) =	\$249,710.68

*Note that this total differs from the pay application from the contractor as it excludes private electrical work, private gas work, masonry walls, and other items not classified as "improvements" that were part of Edgewood Phase 2, Section 1. The total for the developer items is \$1,343,728.11. These items were removed from the final costs and quantities below. The inspection fee receipt is also included for reference.

Inspection fee settle up:

Total Improvements =	\$2,497,106.83
Currently Paid Inspection Fees =	\$71,525.64
Inspection Fees (3.5%) =	\$87,398.74
Insp. Fee to be paid by developer =	\$15,873.10



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

Sincerely,

Alejandro E. Granados Rico

Alex Granados, P.E.



TBPE F-928

Attachments: Pay Application #9 for Edgewood Phase 2, Section 1 Final Cost and Quantities breakdown, Receipt of Currently Paid Inspection Fees

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: February 28, 2025

Developer: M/I Homes of Austin, LLC.

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

Project: **Edgewood Phase 2, Section 1 Public Improvements Construction
Plans (21-PICP-039)**

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

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

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

Initialed: 

PAGE 1 of 2

SUBSCRIBED AND SWORN TO BY Affiant on this 28th day of February, 2025.

AFFIANT:

Signature: _____

Typed Name: Michael Ehrhardt

Title: President

STATE OF TEXAS

COUNTY OF WILLIAMSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of February, 2025.

[S E A L]



Notary in and for the State of Texas

Name: Stacy Small

My commission expires: 03/04/2028

Initialed: _____



EXECUTIVE SUMMARY
4/17/2025

AGENDA SUBJECT:

Acceptance of infrastructure improvements associated with Subdivision Case 21-PICP-017 Rosenbusch Ranch Phase 4 generally located to the east of the intersection of N. Lakeline Boulevard and Vista Ridge Drive, to the west of the Vista Ridge Subdivision for public streets, drainage, water, and wastewater.

BACKGROUND:

Approximately \$3.52 million in required public infrastructure for streets, drainage, water, and wastewater for Rosenbusch Ranch Phase 4, a 25.49-acre, 125-lot residential subdivision, has been installed, inspected, and is substantially completed. All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed 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-year (2) term maintenance bond.

The maintenance bond will commence the two-year (2) term upon City Council acceptance, as anticipated, on April 17, 2025, which will provide warranty and maintenance coverage for the public infrastructure improvements through April 17, 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:

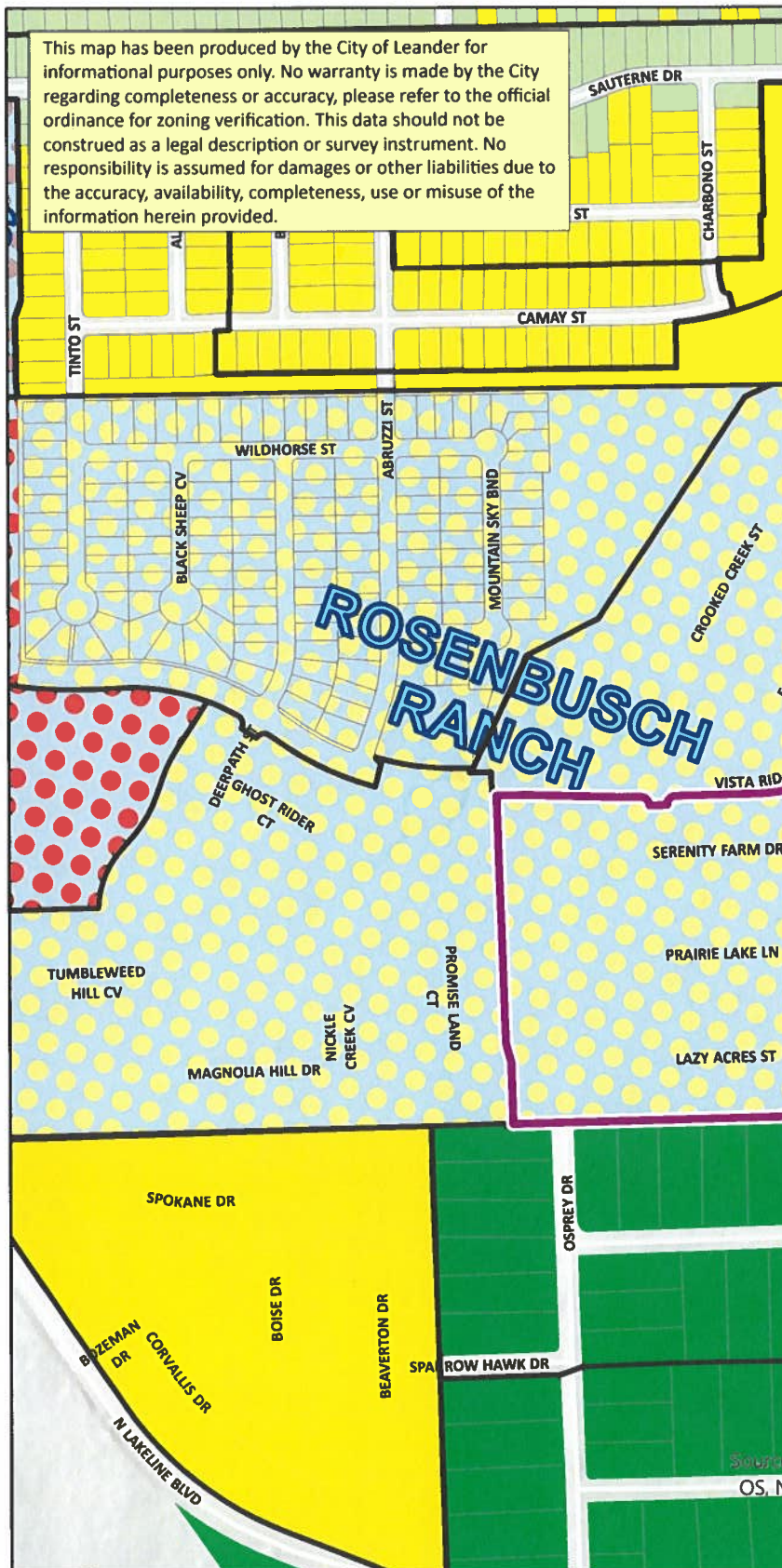
Emily Truman, P.E., CFM, PMP, City Engineer

Fiscal Impact

Attachments:

1. Council Closeout Documents 21-PICP-017 Rosenbusch Ranch Ph 4

 Leander City Limits
 Extra-Territorial
Jurisdiction



Rosenbusch Ranch Ph 4 - 21-PICP-017

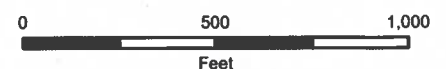
Accepted Subdivision

RESIDENTIAL

-  SFR - Single-Family Rural
-  SFE - Single-Family Estate
-  SFU - Single-Family Urban
-  SFC - Single-Family Compact
-  SFL - Single-Family Limited

PUD LAND USE

- 
- PUD - Single-Family
 - PUD - Local Commercial
 - PUD - General Commercial





David Singleton
Cetera Ventures, LLC
2937 Hero Way
Leander, TX 78641

TABS2023025293

February 7, 2025

PROJECT:

Rosenbusch Ranch Phase 4
Lakeline Blvd, South of Cameros Ranch
Leander, TX 78641

INSPECTION COMPLETED – NO VIOLATIONS

Dear David Singleton:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

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

This determination is applicable only to ensuring compliance with Texas Government Code, Chapter 469 and does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other federal, state, or local requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

If you have any questions, need further assistance, or if you are not the owner of record for this facility, contact Clint Ryan at (972) 822-0554.

Please reference the TABS project number in all future correspondence pertaining to this project.

Sincerely,

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

Clint Ryan, RAS #1333

Altura Solutions, LLC
3616 Far West Blvd., Ste. 117-288, Austin, TX 78731

(512) 410-7059
clint@alturalp.com

Engineer's Concurrence for Project Acceptance

Project: Rosenbusch Ranch Phase 4

Date: 2/13/2025

City of Leander Issued Permit Number: 21-PICP-017

Owner's Name & Address

Cetera Ventures, LLC

P.O BOX 984

Leander, TX 78646-0984

Consultant Engineer's Name & Address

Xavier Garza, PE - HR Green

5508 Highway 290 West | Suite 150

Austin, TX 78735

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 these 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.

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.



2/13/2025

(SEAL)

A handwritten signature in black ink that reads "Xavier Garza".

Signature

Xavier Garza, PE

Typed Name

HR Green

Engineering Firm Name

TBPE Firm #16384

Registered Engineering Firm Number

MAINTENANCE BOND
Subdivision Improvements
Bond Number: 2361313

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Liberty Civil Construction, LLC
as Principal, whose address is 2937 Hero Way, Leander, TX 78641 and
Swiss Re Corporate Solutions America Insurance Corporation a Corporation organized under the
laws of the State of Missouri, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligees, in the penal sum
of Three Hundred Fifty One Thousand Five Hundred Seventy Four & 56/100
(\$ 351,574.56) 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 _____
 Rosenbusch Ranch Phase 4 Public Improvement Construction Plans (21-PICP-017)

 (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, 2025

Liberty Civil Construction, LLC

Principal

By: 

Title: Michael Ehrhardt, President

Address: 2937 Hero Way

Leander, TX 78641

Swiss Re Corporate Solutions America Insurance Corporation

Surety

By: 

Title: Kimberly Rochelle Gonzalez, Attorney-in-Fact

Address: 1200 Main St., Suite 800

Kansas City, MO 64105

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

Acrisure Texas Risk Advisors & Insurance Services, LLC

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

(Seal)

SWISS RE CORPORATE SOLUTIONS

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

GENERAL POWER OF ATTORNEY

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

JOHN R. WARD, THOMAS DOUGLAS MOORE, EMILY ALLISON MIKESKA, ALLYSON W. DEAN, MONICA RUBY VEAZEY, JOHN WILLIAM NEWBY,

TROY RUSSELL KEY, DEBRA LEE MOON ANDREA ROSE CRAWFORD, SANDRA LEE RONEY, FAITH ANN HILTY, ANDREW GARETH ADDISON, PATRICK THOMAS COYLE,

BRYAN KELLY MOORE, ELIZABETH ORTIZ, ANA OWENS, BETTY J. REEH, ANDREW PATRICK CLARK AND KIMBERLY ROCHELLE GONZALEZ JOINTLY OR SEVERALLY

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

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

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

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

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



By David Satory
David Satory, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

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



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

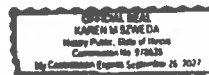
this 6TH day of DECEMBER, 20 24

State of Illinois
County of Cook



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

On this 6TH day of DECEMBER, 20 24, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Karen M. Szveda
Karen M. Szveda, Notary

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of February, 20 25.

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

IMPORTANT NOTICE

In order to obtain information or make a complaint:

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

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

1-816-235-3702

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

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

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

1- 800-252-3439

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

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

PREMIUM OR CLAIM DISPUTES:

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

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

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

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

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

1-816-235-3702

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

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

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

1- 800-252-3439

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

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

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

UNA ESTE AVISO A SU POLIZA:

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



February 21, 2025

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

**RE: Rosenbusch Ranch Phase Four (21-PICP-017)
Cost Summary Cover Letter**

Dear Mr. Dhakal,

On behalf of our client, HR Green is submitting the enclosed closeout package containing all items on the Subdivision Acceptance Checklist. Below is the relevant project information.

Project Information:

Final Plat Legal Name as Recorded: Rosenbusch Ranch Phase Four
Engineer of Record on Approved Construction Documents: Xavier Garza-Robledo, P.E.
Contractor: Liberty Civil Construction, LLC
Owner: Cetera Ventures, LLC
Name of Bank Bond for Fiscal Posting*: Swiss Re Corporate Solutions America Insurance Corporation

Below is a summary of costs pertaining to the categories for the maintenance bond: Streets, Drainage, Water, Wastewater, and Landscaping. Total Costs & Quantities by the Contractor are provided for each category with this submittal.

Cost Summary

Cost Category	Amount
Streets	\$1,467,219.52
Drainage	\$654,042.52
Water	\$604,900.52
Wastewater	\$455,297.40
Landscaping	\$334,285.64
Total Improvements:	\$3,515,745.60
Maintenance Bond (10%):	\$351,574.56

Outstanding Fees

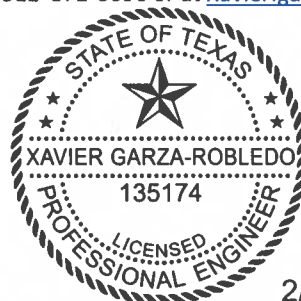
Review Fee per Sec A3.003 (25.50 ac):	\$38,250.00
Inspection Fee per Sec A3.003 (25.50 ac):	\$63,750.00
Total Fee per Sec A3.003 (25.50 ac):	\$102,000.00

Review/Inspection Fee paid to date:	\$98,746.68
Fee due to the City of Leander:	\$3,253.32

If you should have any questions or comments, please contact me at 512-872-6696 or at Xavier.garza@hrgreen.com.

Sincerely,

Xavier Garza, P.E.
HR Green
TBPE Firm #16384



2/21/2025

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: February 7, 2025

Developer: Cetera Ventures, LLC.

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

Project: **Rosenbusch Ranch Phase 4 Public Improvements Construction
Plans Project (21-PICP-017)**

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

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

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

Initialed: _____



PAGE 1 of 2

SUBSCRIBED AND SWORN TO BY Affiant on this 10th day of February, 2025.

AFFIANT:

Signature: 

Typed Name: Michael Ehrhardt

Title: President

STATE OF TEXAS

COUNTY OF WILLIAMSON

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

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

[S E A L]




Notary in and for the State of Texas

Name: Stacy Small

My commission expires: 03/04/2028

Initialed: 



EXECUTIVE SUMMARY
4/17/2025

AGENDA SUBJECT:

Approval of the Roadway Impact Fee (RIF) Offset Agreement for the Lifestyle Leander Subdivision for the construction of East Street improvements located to the north of Hero Way adjacent to Lot 1, Block A of the Lifestyle Leander subdivision to reduce the RIF paid at the time of building permits to reflect the value of the construction of East Street pursuant to Article 12.08 of the Code of Ordinances; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

In 2022, the City initiated a roadway impact fee (RIF) study to determine what amount of fees should be assessed to recover the incremental cost of impacts from each new unit of development on arterial and collector roadways in Leander. Impact fees are a mechanism for funding public infrastructure necessitated by new development such as police and fire facilities, parks, schools, roads, and utilities. In Texas, these fees may also fund water, wastewater, roadway, and drainage facilities. In July 2022, the City Council adopted Article 12.08 of the Code of Ordinances establishing roadway impact fees (the “RIF Ordinance”), which went into effect on January 7, 2023.

The RIF study includes projects that may be funded by the collected impact fees. The RIF Ordinance authorizes offsets to be established and approved by agreement for qualifying contributions towards roadway improvements that are in the roadway improvements plan. The amount is designed to fairly reflect the value of the construction of the roadway. The attached Offset Agreement establishes an Offset amount of to be applied to reduce roadway impact fees due upon issuance of building permits within the Lifestyle Leander Subdivision for the construction of East Street, until the Offset amount is exhausted.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Lifestyle Roadway Fee Offset Agreement

THE STATE OF TEXAS §
 §
WILLIAMSON COUNTY §

**ROADWAY IMPACT FEE OFFSET AGREEMENT FOR THE
LIFESTYLE LEANDER SUBDIVISION
(East Street)**

This Roadway Impact Fee Offset Agreement for the Lifestyle Leander Subdivision (the “**AGREEMENT**”) is made by and between the City of Leander, (hereinafter “**CITY**”) a Texas Home Rule municipality and LC LEANDER, LLC, a Delaware limited liability company (hereinafter “**DEVELOPER**”), collectively, the “**PARTIES**”.

RECITALS

WHEREAS, pursuant to Article 12.08, City of Leander Code of Ordinances (“**RIF Ordinance**”), the City has adopted and administers a roadway impact fees program;

WHEREAS, the RIF Ordinance addresses the circumstances when roadway System Facilities are eligible for Offsets against roadway impact fees (“**RIF**”) required to be paid pursuant to the RIF Ordinance;

WHEREAS, Offsets against RIF are eligible for roadway facilities that are eligible for inclusion on the transportation master plan and that the City agrees supplies capacity to New Development other than the development paying the RIF;

WHEREAS, the City has agreed that the Eligible Facilities described in Article I are eligible for Offsets because they are located on the transportation master plan or are eligible for inclusion on the transportation master plan, and the Eligible Facilities supply capacity to New Development, other than the Development (as defined below) being developed by the Developer, by providing direct access to a public transportation hub, namely the CapMetro Leander Rail Station;

WHEREAS, the Developer has entered into an agreement with another developer (the “**Participating Developer**”) to share the cost of constructing the Eligible Facilities (the “**Developer Cost Sharing Agreement**”);

WHEREAS, the amount of the Offset shall be based on the portion of the cost of constructing the Eligible Facilities for which the Developer does not receive contributions from the Participating Developer;

WHEREAS, this Agreement is for the Development to establish Offsets to reduce RIFs that have been paid or will become due as building permit applications are submitted and building permits are issued for the Development;

WHEREAS, the Parties have agreed to the value assigned to the Offsets in accordance with the methodologies set forth in the RIF Ordinance;

WHEREAS, capitalized terms used but not defined herein shall have the meanings

given to them in the RIF Ordinance;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Article I.

DESCRIPTION OF DEVELOPMENT AND ELIGIBLE FACILITIES

- A. **The Development.** The Development is known as Lifestyle Leander (SD-23-0114), Leander, Williamson County, Texas, as more particularly described in **Exhibit A**. For the purposes of allocating Offsets under this Agreement, the Development has one phase.
- B. **Roadway Service Area Location.** The Development is located in Roadway Service Area E as shown in the City of Leander Roadway Impact Fee Study 2023 Update (adopted July 7, 2022) (the “**RIF CIP**”).
- C. **Eligible Facilities.**
 - 1) Description of Facilities. The Eligible Facilities are the following, and are more particularly described in the construction plans for or related to the Development approved by the City, identified as EAST STREET - NORTH OF HERO WAY (PICP-24-0129), the first page of which is attached hereto as **Exhibit B**.
 - 2) Eligibility for Offsets. The Eligible Facilities are either located on the transportation master plan and/or qualify for inclusion on the transportation master plan and the City agrees that the improvement supplies capacity beyond the needs of the Development pursuant to the RIF Ordinance. The Eligible Facilities do not include site-related facilities. The Eligible Facilities shall comply with applicable City regulations and approved construction plans and shall not be less than what is required by the zoning, subdivision, and development regulations.
 - 3) Construction Status. The acceptance of the Eligible Facilities by the City is pending. The date on which construction of the Eligible Facilities is completed and the City actually accepts the Eligible Facilities shall be referred to as the “**Acceptance Date**”.
 - 4) Limits of Construction. The limits of construction for the purpose of establishing the Offset are generally shown in the construction plans for or related to the Development approved by the City, identified as EAST STREET - NORTH OF HERO WAY (PICP-24-0129), the first page of which is attached in **Exhibit B**.

Article II.

ROADWAY IMPACT FEE AMOUNT

The RIF’s for the Development are established by the RIF Ordinance for the number of

ROADWAY IMPACT FEE OFFSET AGREEMENT FOR THE
LIFESTYLE LEANDER SUBDIVISION (EAST STREET)

service units shown in the final plat recorded as Document No. 2024087908 in the Official Public Records of Williamson County, Texas, (the “Final Plat”) and the approved site plan (SD-23-0114) for the Development (the “Site Plan”).

Article III.

ROADWAY IMPACT FEE OFFSET

- A. **Method of Calculating Offset.** The amount of the Offset is the lesser of (a) the cumulative total of all RIFs to be collected for all building permits issued or to be issued for the Development, or (b) the actual cost to construct the Eligible Facilities less (i) the amount that the Participating Developer is responsible for funding under the Developer Cost Sharing Agreement, and (ii) any rebates paid to Developer pursuant to a Rebate Request made under Section III.D.
- B. **Documentation Required.** At the time Developer requests an Offset pertaining to RIF paid for the Eligible Facilities, the Developer shall submit to the City documentation in a form reasonably acceptable to the City establishing the cost of the Eligible Facilities, in order to determine the amount of the Offset in accordance with Section III.A. Such documentation may include the contract pursuant to which the Eligible Facilities were constructed, invoices, evidence of payment of invoices, evidence of the amounts paid by the Participating Developer, and other documentation reasonably required by the City to establish the amount paid by the Developer to construct the Eligible Facilities.
- C. **Intentionally Deleted.**
- D. **Method of Applying Offsets.** Until the Offset is exhausted, portions of the Offset shall be applied to RIFs due for each and every building permit application submitted by Developer in connection with the Development after the Acceptance Date. Such application(s) of the Offset shall reduce the RIFs due for each such building permit application submitted in connection with the Development until the Offset is fully exhausted. With respect to building permit applications submitted and RIF’s paid by Developer prior to the Acceptance Date, the Developer may request a one-time, cumulative rebate of all RIFs paid in connection with such issued building permits (the “**Rebate Request**”). The Rebate Request amount shall count towards the maximum Offset amount authorized under Section III.A. The Rebate Request must be in writing and delivered to the City within forty-five (45) days after the Acceptance Date (the “**Rebate Request Deadline**”). The City will have no obligation to pay a Rebate Request delivered to the City after the Rebate Request Deadline. The City will pay the Developer a rebate in the amount of the cumulative RIFs paid in connection with all building permit applications submitted prior to the Acceptance Date (other than the paid for the Eligible Facilities), within forty-five (45) days following a timely and compliant Rebate Request, subject to the terms, conditions, and limitations of this Agreement, including but not limited to the maximum Offset amount set forth in Section III.A and III.E.
- E. **Limitations on Offsets.**

- 1) If the Offset calculated pursuant to this Agreement exceeds the RIF's due for all building permit applications cumulatively submitted for the Development, then no RIF shall be due at the time of submission of any building permit applications (or upon the issuance of such building permits) after the Acceptance Date. Any Offsets remaining after the completion of the Development are not transferable, nor are such Offsets eligible to be refunded or rebated to Developer except as specifically provided herein.
- 2) The Offsets for the Eligible Facilities become effective at the time the Eligible Facilities are completed and accepted by the City, and the documentation set forth in Section III.B. is provided to the City.
- 3) The Offset shall not include any amounts that are the responsibility of the Participating Developer under the Developer Cost-Sharing Agreement.
- 4) Offsets expire on the date that is ten years after the Acceptance Date. Unused Offsets are not eligible to be refunded.
- 5) Offsets shall be administered as provided in the RIF Ordinance, to the extent the RIF Ordinance to do not conflict with this Agreement.

Article IV.

MISCELLANEOUS

The following miscellaneous provisions are made part of this Agreement:

- A. Termination.** The City may terminate this Agreement in the event that the site plan (SD-23-0114) for the Development expires by giving written notice to the Developer, and the termination shall be effective on the thirtieth (30th) day following the date of such notice. The City may further terminate this Agreement after expiration of the Offsets.
- B. Additional Instruments.** The City and the Developer agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.
- C. Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- D. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Williamson County, Texas.
- E. Assignment.** The Developer may not assign this Agreement without consent of the City,

which consent shall not be unreasonably withheld, and in no event shall the Offsets provided for in the Agreement be transferred to any development not subject to the Final Plat and Site Plan associated with such Offsets.

- F. Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- G. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- H. Construction.** The Parties acknowledge that the Parties and their counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.
- I. Enforcement.** The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. The Developer shall provide to the City Attorney all reasonable and necessary documents and records relating to the subject matter of this Agreement that the City Attorney requests to assist in determining the Developer's compliance with this Agreement.
- J. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the City Council of the City of Leander, Texas.
- K. Exhibits and Attachments.** All Exhibits and Attachments referenced in this Agreement are attached hereto and incorporated herein for all purposes.
- L. Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated party and delays caused by the other party, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- M. Gender.** The gender of the wording throughout this Agreement shall always be interpreted

to mean either sex, and where the context requires, the plural of any word shall include the singular.

N. Immunities and defenses.

- 1) By entering into this Agreement, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign, statutory or official immunity by the City with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
- 2) No employee of City, or any councilmember or agent of City, shall be personally responsible for any liability arising under or growing out of this Agreement

O. Mutual Assistance. City and Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

P. Notices. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, by facsimile, or by reputable overnight carrier, and shall be deemed delivered when received at the addresses of the Parties set forth below, or at such other address furnished in writing to the other Parties thereto:

DEVELOPER: LC Leander, LLC
230 West Street, Suite 200
Columbus, Ohio 43215
Attn: Meagan Natale
(614) 918-2042
mnatale@lifestylecommunities.com

with a copy to: Metcalfe Wolff Stuart & Williams LLP
221 West 6th Street, Suite 1300
Austin, Texas 78701
Attn: Ari Kuchinsky
(512) 404-2238
akuchinsky@mwswtexas.com

WITH COPY TO LEGAL COUNSEL:

City: City Manager
City of Leander
105 N. Brushy St.
Leander, TX 78640

Q. Ordinance Applicability. The signatories hereto shall be subject to all ordinances of the

City, whether now existing or in the future arising provided however no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Development unless specifically enumerated herein.

R. Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

S. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

[Page Ends Here – Signature Pages Follow]

EXECUTED in duplicate originals to be effective as of the date of the last signature below.

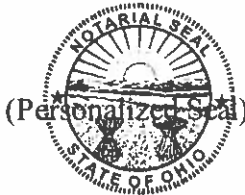
DEVELOPER:

LC LEANDER, LLC, a Delaware
limited liability company

Name: M. Natale
Title: General Counsel
Date: 5/12/25

THE STATE OF Ohio §
§
COUNTY OF Franklin §

Before me, the undersigned authority, on this day personally appeared Megan Natale known to me to be the General Counsel of LC LEANDER, LLC, a Delaware limited liability company on behalf of said entity and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.



Emily R Moser
Notary Public, State of Ohio
My Commission Expires:
March 26, 2027

Emily R Moser
Notary Public's Signature

Signature Page to
ROADWAY IMPACT FEE OFFSET AGREEMENT FOR THE LIFESTYLE
LEANDER SUBDIVISION

City:

CITY OF LEANDER,
a Texas municipal corporation

By: _____

Name: _____

Title: City Manager

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the __ day of _____, 2025 by _____,
City Manager of the City of Leander, Texas, a Texas municipal corporation, on behalf of said
City.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

Exhibit "A"
The Development

LOT 1, BLOCK A, and LOT 1, BLOCK B, LIFESTYLE LEANDER, FINAL PLAT, A SUBDIVISION CREATED IN LEANDER, TEXAS, AND FILED OF RECORD UNDER INSTRUMENT NO. 2024087908 IN WILLIAMSON COUNTY, TEXAS.

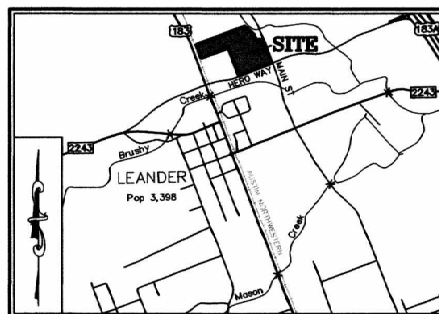
LIFESTYLE LEANDER
FINAL PLAT
 CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS

OWNER:
 LC LEANDER, LLC
 230 WEST STREET, SUITE 200
 COLUMBUS, OHIO 43215
 (512) 987-3805

SURVEYOR:
 4WARD LAND SURVEYING
 4201 FREIDRICH LN, SUITE 200
 AUSTIN, TX 78744
 (512) 537-2384

ENGINEER:
 KIMLEY-HORN
 5301 SOUTHWEST PARKWAY,
 BUILDING 2, SUITE 100
 AUSTIN, TX 78735
 (512) 646-2237

FILING DATE: NOVEMBER 07, 2023



VICINITY MAP

SCALE: 1" = 2000'

SHEET INDEX:

1. COVER SHEET
2. FINAL PLAT
3. LEGAL DESCRIPTION/LINE & CURVE TABLE
4. PLAT NOTES

LOT TABLE:

NUMBER OF BLOCKS: 2

NUMBER OF NEW STREETS: 1

NUMBER OF LEANDER CENTRAL USE LOTS: 1

NUMBER OF MULTI USE LOTS: 1

TOTAL NUMBER OF LOTS: 2

TOTAL ACREAGE: 21.4961

LOT SUMMARY TABLE

LOT	PROPOSED INITIAL USE	LOT AREA (ACRES)	LOT AREA (SQ. FT.)
LOT 1, BLOCK A	MULTI	4.4417 ACRES	193,480 SQ. FT.
LOT 1, BLOCK B	LEANDER CENTRAL	16.2913 ACRES	709,649 SQ. FT.
EAST STREET	RIGHT-OF-WAY	0.7631 ACRES	33,239 SQ. FT.
TOTAL		21.4961 ACRES	936,368 SQ. FT.

NOTE: THE PROPOSED INITIAL USES SHOWN IN THE LOT SUMMARY TABLE SHALL NOT RESTRICT OR LIMIT FUTURE LAND USES.

Kimley»Horn

4WARD
 Land Surveying
 A Limited Liability Company

PO Box 90876, Austin Texas 78706
 WWW.4WARDLS.COM (512) 537-2384
 TBPLS FIRM #10174300

Date: 8/5/2024
 Project: 00834
 Scale: N/A
 Reviewer: FM
 Tech: TR
 Field Crew: JC/MW
 Survey Date: FEB. 2021
 Sheet: 1 OF 4

Exhibit "B"

Eligible Facilities and Limits of Construction

CITY OF LEANDER
EAST STREET - NORTH OF HERO WAY
PUBLIC IMPROVEMENT CONSTRUCTION PLANS
 PROJECT NUMBER: 20-100-PICP-010
 REVISION #2 UPDATED PROJECT # P1CP-24-0129



PLANS SUBMITTAL REVIEW LOG

DATE	REVISION	DESCRIPTION	APPROVED BY
11/11/2020	1	Initial Review	[Signature]
11/11/2020	2	Revised	[Signature]
11/11/2020	3	Revised	[Signature]
11/11/2020	4	Revised	[Signature]
11/11/2020	5	Revised	[Signature]
11/11/2020	6	Revised	[Signature]
11/11/2020	7	Revised	[Signature]
11/11/2020	8	Revised	[Signature]
11/11/2020	9	Revised	[Signature]
11/11/2020	10	Revised	[Signature]
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11/11/2020	35	Revised	[Signature]
11/11/2020	36	Revised	[Signature]
11/11/2020	37	Revised	[Signature]
11/11/2020	38	Revised	[Signature]

INDEX

Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES
3	SURVEY (1 OF 2)
4	SURVEY (2 OF 2)
5	EXISTING CONDITIONS & DEMOLITION PLAN
6	EROSION & SEDIMENTATION CONTROL PLAN
7	PROPOSED DRAINAGE AREA MAP
8	INTERIM DRAINAGE AREA MAP
9	WATER QUALITY PLAN
10	STREET PLAN & PROFILE
11	RIGHT TURN LANE PLAN
12	STORM SEWER PLAN (1 OF 2)
13	STORM SEWER PLAN (2 OF 2)
14	WASTE WATER PLAN (1 OF 3)
15	WASTE WATER PLAN (2 OF 3)
16	WASTE WATER PLAN (3 OF 3)
17	WASTE WATER PLAN (4 OF 3)
18	WASTE WATER PLAN (5 OF 3)
19	WASTE WATER PLAN (6 OF 3)
20	WASTE WATER PLAN (7 OF 3)
21	WASTE WATER PLAN (8 OF 3)
22	WASTE WATER PLAN (9 OF 3)
23	WASTE WATER PLAN (10 OF 3)
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35	WASTE WATER PLAN (22 OF 3)
36	WASTE WATER PLAN (23 OF 3)
37	WASTE WATER PLAN (24 OF 3)
38	WASTE WATER PLAN (25 OF 3)

FOR REVISION #2 ONLY
UPDATED PROJECT # P1CP-24-0129

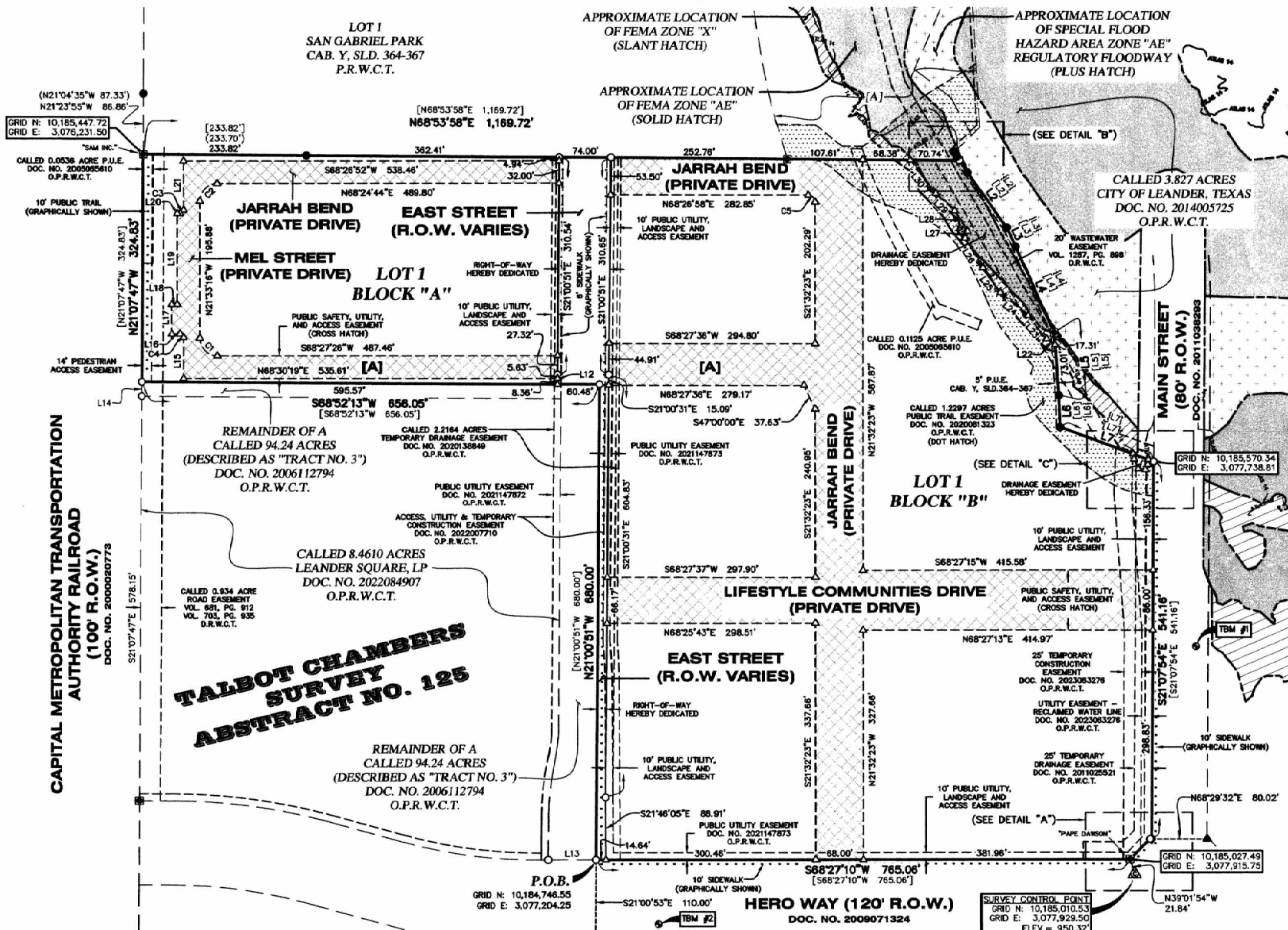
COVER SHEET

EAST STREET - NORTH OF HERO WAY

PICP-24-0129

REV #1 03/21/2022

LIFESTYLE LEANDER FINAL PLAT CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS



LEGEND

—	PROPERTY LINE
- - -	EXISTING PROPERTY LINES
- - -	EXISTING EASEMENTS
- - -	PROPOSED SIDEWALK
○	ATLAS 14 FLOODPLAIN LINE
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND
■	IRON ROD WITH "CHAPARRAL" CAP FOUND (UNLESS NOTED)
▲	MAG NAIL FOUND
△	CALCULATED POINT
⊙	SURVEY CONTROL POINT
⊙	BENCHMARK
DOC. NO.	DOCUMENT NUMBER
VOL./PG.	VOLUME, PAGE
CAB./S.D.	CABINET, SLIDE
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
P.R.T.C.T.	PLAT RECORDS, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, TEXAS
D.R.W.C.T.	DEED RECORDS, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS, TEXAS
(...)	RECORD INFORMATION PER PLAT CAB. Y, SLD. 364-367
[...]	RECORD INFORMATION PER DEED DOC. NO. 202200772
[...]	RECORD INFORMATION PER DEED DOC. NO. 2009071324
[...]	RECORD INFORMATION PER DEED DOC. NO. 2014005725

[A] SWITCHER ROAD (PRIVATE DRIVE)

BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203). MAGN. ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00013747394.

SURVEY CONTROL:
STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET. GRID COORDINATES AND ELEVATIONS (NAVD 88) SHOWN HEREON WERE DERIVED FROM STATIC DATA PROCESSED BY O.P.U.S. ON MARCH 21, 2019. 4WARD CONTROL POINT WAS CHECKED TO LGRA MON. X621, HAVING A PUBLISHED GRID COORDINATE & NAVD 88, GRID 03 ELEVATION OF N 101853765.551, E 3079111.69, ELEV. 971.609'.

BENCHMARK NOTE:
TBM #1 - BOX GUT ON TOP OF CONCRETE CURB INLET ON THE EAST SIDE OF MAIN STREET, ±370' NORTH OF THE INTERSECTION OF HERO WAY AND MAIN STREET, AND ±8' SOUTHEAST FROM A STORM MANHOLE ON THE EAST SIDE OF MAIN STREET. ELEVATION = 951.58'
TBM #2 - MAG NAIL WITH "4WARD BOUNDARY" WASHER SET ON TOP OF A CONCRETE CURB INLET ON THE SOUTH SIDE OF HERO WAY, ±8' NORTHEAST OF A STORM MANHOLE ON THE SOUTH SIDE OF HERO WAY, AND ±740' WEST OF THE INTERSECTION OF HERO WAY AND MAIN STREET. ELEVATION = 954.22'

Kimley»Horn

4WARD
Land Surveying

PO Box 90874, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #19174380

Date: 6/5/2024
Project: 00934
Scale: 1" = 100'
Reviewer: FM
Tech: TR
Field Crew: JO/MW
Survey Date: FEB. 2021
Sheet: 2 OF 4

LIFESTYLE LEANDER

FINAL PLAT

CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 21.4961 ACRES (936,368 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 21.4961 ACRE TRACT CONVEYED TO LC LEANDER, LLC IN DOCUMENT NO. 2022007712 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID BEING A PORTION OF THE REMAINDER OF A CALLED 94.24 ACRE TRACT (DESCRIBED AS "TRACT NO. 3"), AND ALSO BEING A PORTION OF THE REMAINDER OF A CALLED 61.05 ACRE TRACT (DESCRIBED AS "TRACT NO. 1"), KNOWN AS LOT 2, SAN GABRIEL PARK, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS RECORDED IN CABINET Y, SLIDES 364-367 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.T.C.T.), BOTH TRACTS BEING DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2000112704 (O.P.R.W.C.T.), SAID 21.4961 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD WITH "WARD-BOUNDARY" CAP SET IN THE NORTH RIGHT-OF-WAY LINE OF HERO WAY (120' RIGHT-OF-WAY) CONVEYED TO WILLIAMSON COUNTY, TEXAS IN DOCUMENT NO. 2008071324 (O.P.R.W.C.T.), AND BEING IN THE SOUTH LINE OF SAID 94.24-ACRE REMAINDER TRACT, FOR THE MOST SOUTHERLY SOUTHWEST CORNER AND POINT OF BEGINNING HEREOF, FROM WHICH A 1/2-INCH IRON ROD WITH "CHAPARRAL" CAP FOUND IN THE NORTH RIGHT-OF-WAY LINE OF SAID HERO WAY AND THE SOUTH LINE OF SAID 94.24-ACRE REMAINDER TRACT, BEARS S68°27'10"W, A DISTANCE OF 81.58 FEET;

THENCE, LEAVING THE NORTH RIGHT-OF-WAY LINE OF SAID HERO WAY AND THE SOUTH LINE OF SAID 94.24-ACRE REMAINDER TRACT, OVER AND ACROSS SAID 94.24-ACRE REMAINDER TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) N21°00'51"W, A DISTANCE OF 680.00 FEET TO A 1/2-INCH IRON ROD WITH "WARD-BOUNDARY" CAP SET FOR AN INTERIOR ELL-CORNER HEREOF, AND

2) S68°52'13"W, A DISTANCE OF 656.05 FEET TO A 1/2-INCH IRON ROD WITH "WARD-BOUNDARY" CAP SET FOR AN EXTERIOR ELL-CORNER HEREOF, SAID POINT BEING IN THE EAST RIGHT-OF-WAY LINE OF CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY RAILROAD (100' RIGHT-OF-WAY), AND BEING IN THE WEST LINE OF SAID 94.24-ACRE REMAINDER TRACT, FROM WHICH A 1/2-INCH IRON ROD WITH "CHAPARRAL" CAP FOUND IN THE NORTH RIGHT-OF-WAY LINE OF SAID HERO WAY, BEING THE EAST RIGHT-OF-WAY LINE OF SAID CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY RAILROAD, AND BEING THE SOUTHWEST CORNER OF SAID 94.24-ACRE REMAINDER TRACT BEARS, S21°07'47"E, A DISTANCE OF 599.03 FEET;

THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF SAID CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY RAILROAD AND THE WEST LINE OF SAID 94.24-ACRE REMAINDER TRACT, N21°07'47"W, A DISTANCE OF 324.83 FEET TO A 1/2-INCH IRON ROD WITH "SAI INC." CAP FOUND FOR THE NORTHWEST CORNER HEREOF, AND BEING THE SOUTHWEST CORNER OF LOT 1 OF SAID SAN GABRIEL PARK, AND BEING THE NORTHWEST CORNER OF SAID 94.24-ACRE REMAINDER TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF SAID CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY RAILROAD, AND BEING IN THE WEST LINE OF SAID LOT 1 OF SAN GABRIEL PARK BEARS, N21°23'55"W, A DISTANCE OF 68.86 FEET;

THENCE, LEAVING THE EAST RIGHT-OF-WAY LINE OF SAID CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY RAILROAD, IN PART WITH THE NORTH LINE OF SAID 94.24-ACRE REMAINDER TRACT, IN PART WITH THE SOUTH LINE OF SAID LOT 1 OF SAN GABRIEL PARK, IN PART WITH A NORTH LINE OF SAID LOT 2 OF SAN GABRIEL PARK, IN PART OVER AND ACROSS SAID LOT 2 OF SAN GABRIEL PARK, IN PART WITH A NORTH LINE OF SAID 61.05-ACRE REMAINDER TRACT, AND IN PART OVER AND ACROSS SAID 61.05-ACRE REMAINDER TRACT, N68°33'58"E, AT A DISTANCE OF 233.82 FEET PASSING A 1/2-INCH IRON ROD FOUND FOR A COMMON NORTH CORNER OF SAID 94.24-ACRE REMAINDER TRACT AND SAID LOT 2 OF SAN GABRIEL PARK, AT A DISTANCE OF 922.99 FEET PASSING A 1/2-INCH IRON ROD WITH "CHAPARRAL" CAP FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 1 OF SAN GABRIEL PARK, AND BEING AN INTERIOR CORNER OF SAID LOT 2 OF SAN GABRIEL PARK, AND BEING AN INTERIOR CORNER OF SAID 61.05-ACRE REMAINDER TRACT, CONTINUING AT A DISTANCE OF 1,169.72 FEET TO A 1/2-INCH IRON ROD WITH "WARD-BOUNDARY" CAP SET FOR THE MOST NORTHERLY NORTHEAST CORNER HEREOF, AND BEING IN THE WEST LINE OF A CALLED 3.827 ACRE TRACT CONVEYED TO THE CITY OF LEANDER, TEXAS IN DOCUMENT NO. 2014005725 (O.P.R.W.C.T.), AND BEING IN THE EAST LINE OF SAID LOT 2 OF SAN GABRIEL PARK, AND BEING IN THE EAST LINE OF SAID 61.05-ACRE REMAINDER TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF SAID CITY OF LEANDER TRACT, AND BEING THE EAST LINE OF SAID LOT 2 OF SAN GABRIEL PARK, AND BEING THE EAST LINE OF SAID 61.05-ACRE REMAINDER TRACT BEARS, N54°57'52"W, A DISTANCE OF 6.24 FEET;

THENCE, WITH THE WEST LINE OF SAID CITY OF LEANDER TRACT, THE EAST LINE OF SAID LOT 2 OF SAN GABRIEL PARK, AND THE EAST LINE OF SAID 61.05-ACRE REMAINDER TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

- 1) S54°57'52"E, A DISTANCE OF 20.69 FEET TO A 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT HEREOF,
- 2) S57°03'02"E, A DISTANCE OF 96.77 FEET TO A 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT HEREOF,
- 3) S47°00'32"E, A DISTANCE OF 30.10 FEET TO A 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT HEREOF,
- 4) S45°35'59"E, A DISTANCE OF 134.46 FEET TO A 1/2-INCH IRON ROD WITH "CHAPARRAL" CAP FOUND FOR AN ANGLE POINT HEREOF,
- 5) S25°52'09"E, A DISTANCE OF 90.32 FEET TO A 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT HEREOF, AND
- 6) S23°28'33"E, A DISTANCE OF 45.40 FEET TO A 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT HEREOF, AND BEING THE SOUTHEAST CORNER OF SAID LOT 2 OF SAN GABRIEL PARK, AND BEING THE SOUTHWEST CORNER OF SAID 61.05-ACRE REMAINDER TRACT, AND BEING THE SOUTHWEST CORNER OF SAID CITY OF LEANDER TRACT, AND BEING IN THE NORTH LINE OF SAID 94.24-ACRE REMAINDER TRACT;

THENCE, WITH THE NORTH LINE OF SAID 94.24-ACRE REMAINDER TRACT AND THE SOUTH LINE OF SAID CITY OF LEANDER TRACT, N68°34'18"E, A DISTANCE OF 142.55 FEET TO A 1/2-INCH IRON ROD WITH "WARD-BOUNDARY" CAP SET FOR THE NORTHEAST CORNER HEREOF, AND BEING IN THE WEST RIGHT-OF-WAY LINE OF MEL MATHIS BOULEVARD (80' RIGHT-OF-WAY) CONVEYED TO WILLIAMSON COUNTY, TEXAS IN DOCUMENT NO. 2011038293 (O.P.R.W.C.T.), AND BEING IN THE EAST LINE OF SAID 94.24-ACRE REMAINDER TRACT;

THENCE, CONTINUING WITH THE WEST RIGHT-OF-WAY LINE OF SAID MEL MATHIS BOULEVARD AND THE EAST LINE OF SAID 94.24-ACRE REMAINDER TRACT, S21°07'54"E, A DISTANCE OF 541.16 FEET TO A 1/2-INCH IRON ROD WITH "WARD-BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, AND BEING IN THE INTERSECTION OF THE RIGHT-OF-WAY TRANSITION BETWEEN THE WEST RIGHT-OF-WAY LINE OF SAID MEL MATHIS BOULEVARD AND THE NORTH RIGHT-OF-WAY LINE OF SAID HERO WAY;

THENCE, WITH THE RIGHT-OF-WAY TRANSITION BETWEEN SAID MEL MATHIS BOULEVARD AND SAID HERO WAY, AND WITH THE SOUTH LINE OF SAID 94.24-ACRE REMAINDER TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) S68°27'10"W, A DISTANCE OF 2.06 FEET TO A 1/2-INCH IRON ROD WITH "WARD-BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, AND
- 2) S23°28'11"W, A DISTANCE OF 40.77 FEET TO A 1/2-INCH IRON ROD WITH "PAPE DAWSON" CAP FOUND FOR AN ANGLE POINT HEREOF, AND BEING THE END OF SAID RIGHT-OF-WAY TRANSITION BETWEEN SAID MEL MATHIS BOULEVARD AND SAID HERO WAY, AND BEING A SOUTH CORNER OF SAID 94.24-ACRE REMAINDER TRACT;

THENCE, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID HERO WAY AND THE SOUTH LINE OF SAID 94.24-ACRE REMAINDER TRACT, S68°27'10"W, A DISTANCE OF 765.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 21.4961 ACRES (936,368 SQUARE FEET) MORE OR LESS.

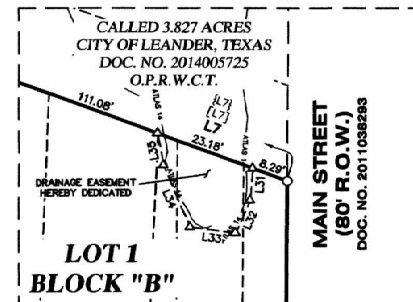
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S54°57'52"E	20.69'
L2	S57°03'02"E	96.77'
L3	S47°00'32"E	30.10'
L4	S45°35'59"E	134.46'
L5	S25°52'09"E	90.32'
L6	S23°28'33"E	45.40'
L7	N68°34'18"E	142.55'
L8	S68°27'10"W	2.06'
L9	S23°28'11"W	40.77'
L10	N54°57'52"W	26.93'
L11	N44°46'04"W	8.03'
L12	S21°07'31"E	13.99'
L13	S68°27'10"W	68.00'
L14	S21°07'47"E	20.88'
L15	S21°32'20"E	58.73'
L16	N68°27'41"E	11.58'
L17	S21°31'31"E	42.01'
L18	S68°27'41"W	8.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L19	S21°33'16"E	129.99'
L20	S68°27'41"W	3.60'
L21	S21°32'20"E	69.95'
L22	N78°16'31"W	14.61'
L23	N60°02'52"W	42.79'
L24	N71°28'14"W	51.01'
L25	N57°08'15"W	43.94'
L26	N53°02'14"W	49.00'
L27	N02°09'59"W	10.56'
L28	N53°18'26"W	34.51'
L29	N68°30'36"W	36.76'
L30	N59°17'56"W	60.13'
L31	S17°00'59"E	7.24'
L32	S02°44'36"W	8.23'
L33	S76°07'13"W	10.42'
L34	N45°02'23"W	15.31'
L35	N32°18'25"W	7.38'

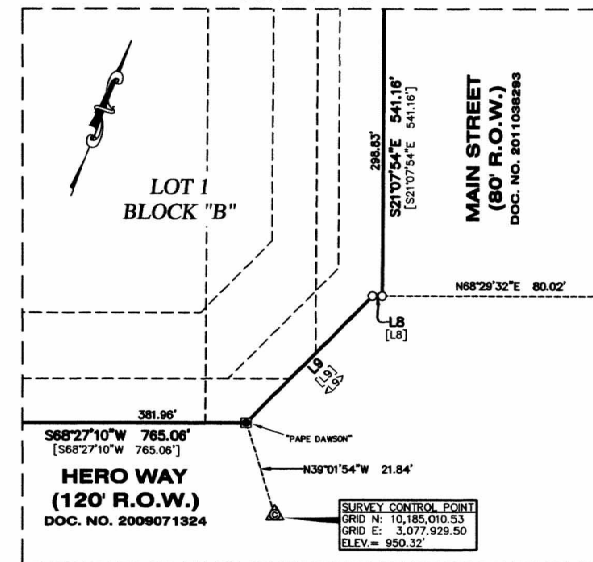
RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
[L1]	S54°57'52"E	20.69'
[L2]	S57°03'02"E	96.77'
[L3]	S56°52'27"E	96.59'
[L4]	S47°00'32"E	30.10'
[L5]	S46°49'36"E	30.08'
[L6]	S46°35'59"E	134.46'
[L7]	S45°42'47"E	135.06'
[L8]	S25°52'09"E	90.32'
[L9]	S25°59'16"E	90.70'
[L10]	S23°28'33"E	45.40'
[L11]	S22°50'52"E	44.53'
[L12]	S21°07'47"E	142.55'
[L13]	N68°30'09"E	142.50'
[L14]	S68°27'10"W	2.06'
[L15]	S23°26'11"W	40.77'
[L16]	S23°25'23"W	40.77'
[L17]	N55°09'20"W	26.98'
[L18]	N55°34'37"W	26.98'
[L19]	N43°16'04"W	8.12'
[L20]	N43°44'21"W	8.11'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	BEARING
C1	39.26'	25.00'	89°59'17"	N66°32'55"W
C2	39.26'	25.00'	89°58'01"	N23°25'44"E
C3	7.85'	5.00'	90°00'01"	S23°27'41"W
C4	7.85'	5.00'	89°59'59"	S68°32'19"E
C5	15.71'	10.00'	90°00'39"	S68°32'42"E

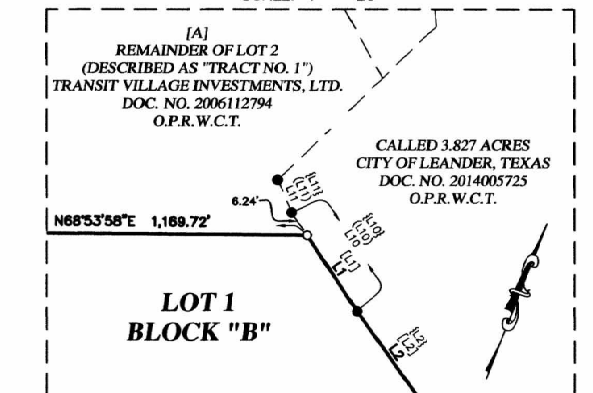
DETAIL C
SCALE: 1" = 20'



DETAIL A
SCALE: 1" = 20'



DETAIL B
SCALE: 1" = 20'



Kimley»Horn

4WARD
Land Surveying
A Limited Liability Company

PO Box 96876, Austin Texas 78709
WWW.4WARDLANDSURVEYING.COM (512) 337-3284
TBPLS FIRM #16174389

Date: 6/5/2024
Project: 00934
Scale: N/A
Reviewer: PM
Tech: TR
Field Crew: JO/MW
Survey Date: FEB. 2021
Sheet: 3 OF 4

LIFESTYLE LEANDER

FINAL PLAT

CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS { COUNTY OF WILLIAMSON {

THAT LC LEANDER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS THE OWNER OF THAT CERTAIN 21.4981 ACRE (936,368 SQUARE FEET) TRACT OF LAND SHOWN HEREON OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, SAID 21.4981 ACRES BEING ALL OF A CALLED 21.4981 ACRE TRACT CONVEYED TO SAID OWNER IN DOCUMENT NO. 2022007712 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAME BEING A PORTION OF A CALLED 94.24 ACRE TRACT (DESCRIBED AS TRACT NO. 37), AND ALSO BEING A PORTION OF A CALLED 61.05 ACRE TRACT (DESCRIBED AS TRACT NO. 17), KNOWN AS LOT 2, SAN GABRIEL PARK, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS RECORDED IN CABINET Y, SLIDES 364-367 OF PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), BOTH TRACTS BEING DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2006112794 (O.P.R.W.C.T.), DOES HEREBY CERTIFY THAT THERE ARE NO LIEN HOLDERS, PARTS, AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION, OR WHEN THE SUBDIVIDER HAS MADE PROVISION FOR PERPETUAL MAINTENANCE THEREOF, TO THE INHABITANTS OF THE SUBDIVISION AS SHOWN HEREON TO BE KNOWN AS:

"LIFESTYLE LEANDER"

LC LEANDER, LLC,

A DELAWARE LIMITED LIABILITY COMPANY

BY: Ray C. Pittman Jr.
NAME: RAY PITTMAN JR.
ITS: PRESIDENT

STATE OF TENNESSEE { COUNTY OF DAVIDSON {

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS THE 15th DAY OF JULY, 2024, PERSONALLY APPEARED RAY PITTMAN JR., PRESIDENT OF LC LEANDER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LC LEANDER, LLC, A DULY AUTHORIZED AGENT WITH AUTHORITY TO SIGN SAID DOCUMENT PERSONALLY KNOWN TO ME (AND PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) 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 15th DAY OF JULY, 2024

Ana Maria Murray
NOTARY PUBLIC - STATE OF TENNESSEE

PRINTED NAME: ANA MARIA MURRAY
MY COMMISSION EXPIRES ON: 5-9-2026

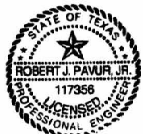


ENGINEER'S CERTIFICATION:

THE STATE OF TEXAS { COUNTY OF WILLIAMSON {

THAT I, ROBERT PAVUR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY STATE THAT THIS PLAT CONFORMS WITH THE APPLICABLE ORDINANCES OF THE CITY OF LEANDER, TEXAS.

Robert Pavur 6/27/24
ROBERT PAVUR P.E. DATE
REGISTERED PROFESSIONAL ENGINEER
NO. 117356, STATE OF TEXAS



SURVEYOR'S CERTIFICATION:

THE STATE OF TEXAS { COUNTY OF WILLIAMSON {

THAT I, JASON WARD, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND HEREBY STATE THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH ALL CITY OF LEANDER ORDINANCE AND CODES, AND THAT ALL EXISTING EASEMENTS OF RECORD AS FOUND ON THE TITLE POLICY PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT OF NO. 202301346 (EFFECTIVE 05/10/23), WHICH AFFECT THIS SUBDIVISION IS SHOWN.

Jason Ward 6-5-24
JASON WARD, R.P.L.S. DATE
TEXAS REGISTRATION NO. 5811



NOTES:

1. THIS SUBDIVISION IS WHOLLY CONTAINED WITHIN THE CURRENT CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF LEANDER WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
3. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.
4. PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY CITY OF LEANDER.
5. BUILDING SETBACKS NOT SHOWN HEREON SHALL COMPLY WITH THE MOST CURRENT ZONING ORDINANCE OF THE CITY OF LEANDER. ADDITIONAL RESIDENTIAL GARAGE SETBACKS MAY BE REQUIRED AS LISTED IN THE CURRENT ZONING ORDINANCE.
6. A BUILDING PERMIT IS REQUIRED FROM THE CITY OF LEANDER PRIOR TO CONSTRUCTION OF ANY BUILDING OR SITE IMPROVEMENTS ON ANY LOT IN THIS SUBDIVISION. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.
7. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
8. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF HERO WAY, MAIN STREET AND EAST STREET. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS) SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.
9. THIS PLAT CONFORMS TO THE PRELIMINARY PLAT APPROVED BY THE PLANNING AND ZONING COMMISSION ON NOVEMBER 9TH, 2023.
10. APPROVAL OF THIS FINAL PLAT DOES NOT CONSTITUTE THE APPROVAL OF VARIANCES OR WAIVERS TO ORDINANCE REQUIREMENTS.
11. ALL DRIVE LANES, FIRE LANES, AND DRIVEWAYS WITHIN THIS SUBDIVISION SHALL PROVIDE FOR RECIPROCAL ACCESS FOR INGRESS AND EGRESS TO ALL OTHER LOTS WITHIN THE SUBDIVISION.
12. ALL UTILITY LINES MUST BE LOCATED UNDERGROUND.
13. IN ADDITION TO THE EASEMENTS SHOWN HEREON, A TEN (10') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL PUBLIC RIGHT-OF-WAY AND A TWO AND A HALF (2.5') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES.
14. A TRAFFIC IMPACT ANALYSIS IS NOT REQUIRED FOR THIS DEVELOPMENT AS THE SMART CODE IS BEING UTILIZED.
15. A PERPETUAL PUBLIC SAFETY AND PUBLIC SERVICE EASEMENT IS HEREBY DEDICATED FOR THE PURPOSE OF PROVIDING PUBLIC SAFETY SERVICES, POLICE, FIRE AND MEDICAL SERVICES, UTILITY METER READING, CODE ENFORCEMENT, BUILDING INSPECTIONS, SOLID WASTE COLLECTION, PUBLIC SCHOOL TRANSPORTATION, ANY OTHER PUBLIC SERVICES AND ENFORCING THE CITY ORDINANCES; AND GIVING THE CITY AND ITS AUTHORIZED OFFICERS AND DESIGNEES UNINHIBITED INGRESS AND EGRESS OVER, ACROSS AND THROUGH SUCH STREETS, ROADWAYS, AND RIGHT-OF-WAY FOR THE PURPOSE OF PROVIDING PUBLIC SAFETY SERVICES, POLICE, FIRE AND MEDICAL SERVICES, AND ENFORCING THE PENAL CODE AND CITY ORDINANCES. THE OWNER SHALL MAINTAIN AT ALL TIMES WITH THE CITY SECRETARY THE CURRENT GATE CODE OR KEY FOR ALL GATES REGULATING ACCESS TO AND FROM THE SUBDIVISION.
16. PORTIONS OF THIS TRACT SHOWN HEREON LIE WITHIN ZONE "X" (AREAS OF MINIMAL FLOOD HAZARD); PORTIONS LIE WITHIN ZONE "X" (SHADED), AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE; PORTIONS LIE WITHIN SPECIAL FLOOD HAZARD AREA "AE" WITH BASE FLOOD ELEVATIONS DETERMINED; AND PORTIONS LIE WITHIN SPECIAL FLOOD HAZARD AREA ZONE "AE" REGULATORY FLOODWAY.

ALL AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48491C0455P, EFFECTIVE DATE DECEMBER 20, 2019, REVISED TO REFLECT LETTER OF MAP REVISION (LOMR), CASE NO. 19-05-3680P, EFFECTIVE DATE OCTOBER 30, 2020 FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

17. THE DETENTION POND IS TO BE MAINTAINED BY THE HOA.

APPROVED THIS THE 28 DAY OF October, 2024 A.D. AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY.

Robin M. Griffin
ROBIN M. GRIFFIN, ACP
EXEC DIRECTOR OF DEVELOPMENT SERVICES
CITY OF LEANDER, TEXAS

ATTEST: Deborah Pennington
BARBARA GRUBBEE, ACP
CITY SECRETARY
CITY OF LEANDER, TEXAS
Sr. Deputy City Secretary

STATE OF TEXAS { COUNTY OF WILLIAMSON {

I, NANCY E. RISTER, CLERK OF COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 4th DAY OF November, 2024 A.D., AT 1:00 O'CLOCK, A.M. AND DULY RECORDED THIS THE 4th DAY OF November, 2024 A.D., AT 1:31 O'CLOCK, A.M. IN THE PLAT RECORDS OF SAID COUNTY IN INSTRUMENT NO. 2024087908.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL, AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK, COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: Deborah Pennington DEPUTY



Kimley»Horn

4WARD

Land Surveying
A Limited Liability Company

PO Box 10876, Austin, Texas 78769
WWW.4WARDLS.COM (512) 537-2384
TBP.LS FIRM #0174680

Date: 6/5/2024
Project: 00934
Scale: N/A
Reviewer: PM
Tech: TR
Field Crew: JO/MW
Survey Date: FEB. 2021
Sheet: 4 OF 4



EXECUTIVE SUMMARY
4/17/2025

AGENDA SUBJECT:

Approval of the Amendment to the Sarita Valley Memorandum of Agreement (MOA) regarding tree mitigation requirements associated with drainage improvements prior to the final site development for one (1) parcel of land 20.026 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R037216, generally located to the southeast of the intersection of RM 2243 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

BACKGROUND:

The City Council previously approved the Memorandum of Agreement (MOA) regarding tree mitigation for the Sarita Valley Development during the March 18, 2021 meeting. At the site development stage, the applicant is typically proposing parking, buildings, detention ponds, flat work, and landscaping. In this case, the applicant was proposing grading and tree removal for the property located to the southeast of the intersection of RM 2243 and Ronald W. Reagan Boulevard. The primary purpose in the Site Development under review at that time was to reroute a channel to a location that was more conducive to future development. The changes to the channel resulted in the removal of 17.7% of the caliper inches of significant trees between eight (8) and eighteen (18) caliper inches. The Composite Zoning Ordinance allows for the removal of up to 50% of significant trees between eight (8) and eighteen (18) caliper inches without requiring tree mitigation. The MOA documented the tree removal at that stage of development and the removal was to be accounted for in future site development. This means that the developer would only be able to remove 32.3% of the significant trees at the time of full site development without having to provide tree mitigation.

The subsequent Minor Site Development that is currently under review for drainage and grading improvements includes the removal of an additional 53.4% of the tree caliper inches of significant trees between eight (8) and eighteen (18) caliper inches, exceeding the 32.3% significant tree removal allowed without having to perform tree mitigation.

Since the total significant tree removal is now approximately 72% of the tree caliper inches of significant trees between eight (8) and eighteen (18) caliper inches, the developer is responsible for the mitigation of the removed tree caliper inches in accordance with Article VI, Section 1 (c) of the Composite Zoning Ordinance. Future applications on this site will account for the removal of these tree caliper inches. This amendment updates the existing Memorandum of Agreement regarding required tree mitigation to reflect the above-described changed site development conditions while ensuring that any future significant tree removal efforts are addressed appropriately.

HISTORY/TIMELINE:

03/18/2021 – City Council approve MOA

APPLICANT/AGENT:

LJA Engineering (T. Walter Hoysa) on behalf of Sarita Valley 2019, LP. (Jeremy L. Smitheal)

RECOMMENDATION:

Staff recommends approval of this amendment to the Memorandum of Agreement

PRESENTER:

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

Fiscal Impact

Attachments:

1. SD-24-0215 Att 1 Sarita Valley - MOA
2. SD-24-0215 Att 2 Sarita Valley - Location Map

**Memorandum of Agreement Regarding Tree Mitigation
for the Sarita Valley Development Amendment**

This Memorandum of Agreement Regarding Tree Mitigation for the Sarita Valley Development (the “**MOA**”) is entered into between the City of Leander, Texas, a home rule municipality (the “**City**”) and RR 2243, a Texas, LLC (the “**Developer**”) to be effective the ____ day of _____, 2024 (the “**Effective Date**”). The City and the Developer are herein referred to together as the “**Parties**”.

Whereas, the Developer is developing the Sarita Valley (the “**Subdivision**”), which is a mixed-use, multi-phase residential and commercial development of the Property more particularly shown and described in Exhibit A attached hereto and incorporated herein for all purposes (the “**Property**”);

Whereas, the Parties desire to enter this MOA for the purpose of tracking the tree removal for the Subdivision;

Whereas, both Parties benefit from ensuring proper administration and enforcement of the City’s tree removal and mitigation ordinances in order to preserve trees on the Property and to promote the resulting aesthetic and environmental benefits;

Whereas, the City Council approved the first Memorandum of Agreement Regarding Tree Mitigation for the Sarita Valley Development on March 18, 2021;

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 hereby agree as follows:

Section 1. Tree Removal.

(a) The Developer is authorized to remove seventeen and 7 tenths percent (17.7%) of the tree caliper inches surveyed on the site for trees between 8” and 18” per the survey by Early Land Surveying, LLC, dated May 14, 2020 from the Property pursuant to the tree removal plan approved on June 23, 2021 (the “**2020 Tree Removal Plan**”) when the Developer constructs channel improvements on the Property pursuant to that certain Sarita Valley Phase 1 Site Development (Permit #20-SD-014). The Developer will comply with the City’s tree mitigation requirements in relation to removal of said trees. The Developer acknowledges and agrees that the trees removed pursuant to the 2020 Tree Removal Plan will counts towards the total number of trees that are authorized to be removed from the Property under the City’s subdivision and zoning ordinances.

(b) The Developer is authorized to remove an additional fifty-three and 4 tenths percent (53.4%) of the trees from the Property, for a total of seventy two percent (72%) of the trees, pursuant to the tree removal plan approved on _____ (the “**2024 Tree Removal Plan**”) when the Developer fills and grades the Property pursuant to that certain Sarita Valley Drainage & Grading Improvements Minor Site Development (Permit #SD-24-0215). The Developer will comply with the City’s tree mitigation requirements in relation to removal of said

trees. The Developer acknowledges and agrees that the trees removed pursuant to the 2024 Tree Removal Plan will counts towards the total number of trees that are authorized to be removed from the Property under the City's subdivision and zoning ordinances.

(c) For any trees that the Developer wishes to remove from the Property other than those identified in the 2020 Tree Removal Plan or 2024 Tree Removal Plan, the Developer shall obtain the approvals that are required by the City's ordinance prior to removing any additional trees from the Property and shall otherwise comply with the tree removal and mitigation requirements set forth in the City's subdivision and site development ordinances and this Agreement.

Section 2. Miscellaneous Provisions.

(a) This Agreement shall be recorded in the Williamson County Real Property Records within thirty (30) days of the Effective Date.

(b) Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or any other remedy available in law or in equity. As an additional remedy, the City may withhold approval of any development-related applications for the Property if the Developer is not in compliance with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

(c) To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity. In the event of litigation relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs.

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

(e) This Agreement is binding on the Parties' respective successors and assigns and future owners of the Property, and this Agreement shall constitute a covenant running with the Property.

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

(g) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement embodies the entire agreement among the Parties, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument in writing executed collectively by each of the Parties hereto. The laws of the State of Texas shall govern the rights and duties of the Parties hereto and the validity, construction, enforcement and interpretation hereof; and the Parties hereto hereby irrevocably agree that in the event of any dispute involving this Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Williamson County, Texas.

(f) To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

IN WITNESS WHEREOF, we have caused this Agreement to be executed by our duly authorized representatives effective as of the _____ day of _____, 2024.

CITY:

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

Attest:

By: _____
Name: Dara Crabtree
Title: City Secretary

By: _____
Name: Christine DeLisle
Title: Mayor
Mailing Address: P.O. Box 319
Leander, Williamson County, Texas 78646

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2024, by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

PROPERTY OWNER:

By: Bhawni
Name: Bhawni Bheemanadham
Title: Manager
Mailing Address: 213 Dakota Dr
Cedar Park, Tx 78613

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 17 day of December, 2024, by Bhawni Bheemanadham, Manager Kellyn Investment a Texas LLC, on behalf of said company.

(SEAL)



Notary Public, State of Texas

Exhibit A
The Property



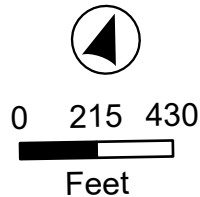
CASE: SD-24-0215

ATTACHMENT 2

SARITA VALLEY
MINOR SITE DEVELOPMENT

Location Map

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- City Limits
- ETJ
- Subject Boundary



EXECUTIVE SUMMARY
4/17/2025

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case PICP-23-0101 regarding Travisso Phase 3 Section 9 development on one (1) parcel of land 92.079 acres ± in size, more particularly described by Travis County Appraisal District Parcel 964975; generally located north of the intersection of Normandy View and Torcello Cove, Leander, Travis County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the construction plan for Travisso Phase 3 Section 9, which is a 92.079-acre residential subdivision including 57 residential lots. This application was filed on October 3, 2023, and the application expired nine (9) months after the initial comment letter was provided to the applicant on August 3, 2024. The application was eligible for and granted one (1) – six (6) month administrative extension. This extension expired on February 3, 2025.

This request includes two (2) applications: clearing plans and construction plans. The applicant chose to wait until the site clearing and related geotechnical investigation work were completed before finalizing the construction plans for the subdivision improvements. The timing of the site clearing and geotechnical investigation work caused the expiration of the application for the construction plans.

HISTORY/TIMELINE:

02/13/2020 - Preliminary Plat Approved
07/22/2022 - Preliminary Plat Minor Revision Approved
10/03/2023 - Construction Plans Application Filed
08/03/2024 - Construction Plans Application Expired
02/03/2025 - Construction Plans Application Staff Extension Expired

APPLICANT/AGENT:

Pape-Dawson Engineers, Inc. (Aimee Chavez) on behalf of Toll Austin TX II, LLC (Brandon Cooper)

RECOMMENDATION:

Staff has reviewed this request and is recommending approval. If the request is denied, the applicant will have to resubmit the plans for review and approval. The subdivision is vested, and the plans would not be required to be updated to comply with new standards. As such, there is no benefit to the City to denying the application extension request.

PRESENTER:

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

Fiscal Impact

Attachments:

1. PICP-23-0101 Att 1 Travisso Ph 3 Sec 9 - Extension Request Letter
2. PICP-23-0101 Att 2 Travisso Ph 3 Sec 9 - Location Map
3. PICP-23-0101 Att 3 Travisso Ph 3 Sec 9 - Ordinance

March 4, 2025

City of Leander
City Council
201 North Brushy Street
Leander, Texas 78646-0319

RE: Travisso Phase 3, Section 9 (PICP-23-0101)
Expiration Extension Request Letter

Dear Council:

The Travisso Phase 3, Section 9 Construction Plans (PICP-23-0101) received initial comments from the City of Leander on November 3rd, 2023 with an expiration date of August 3rd, 2024.

An extension was then granted for an additional six months with a new expiration date of February 3rd, 2025.

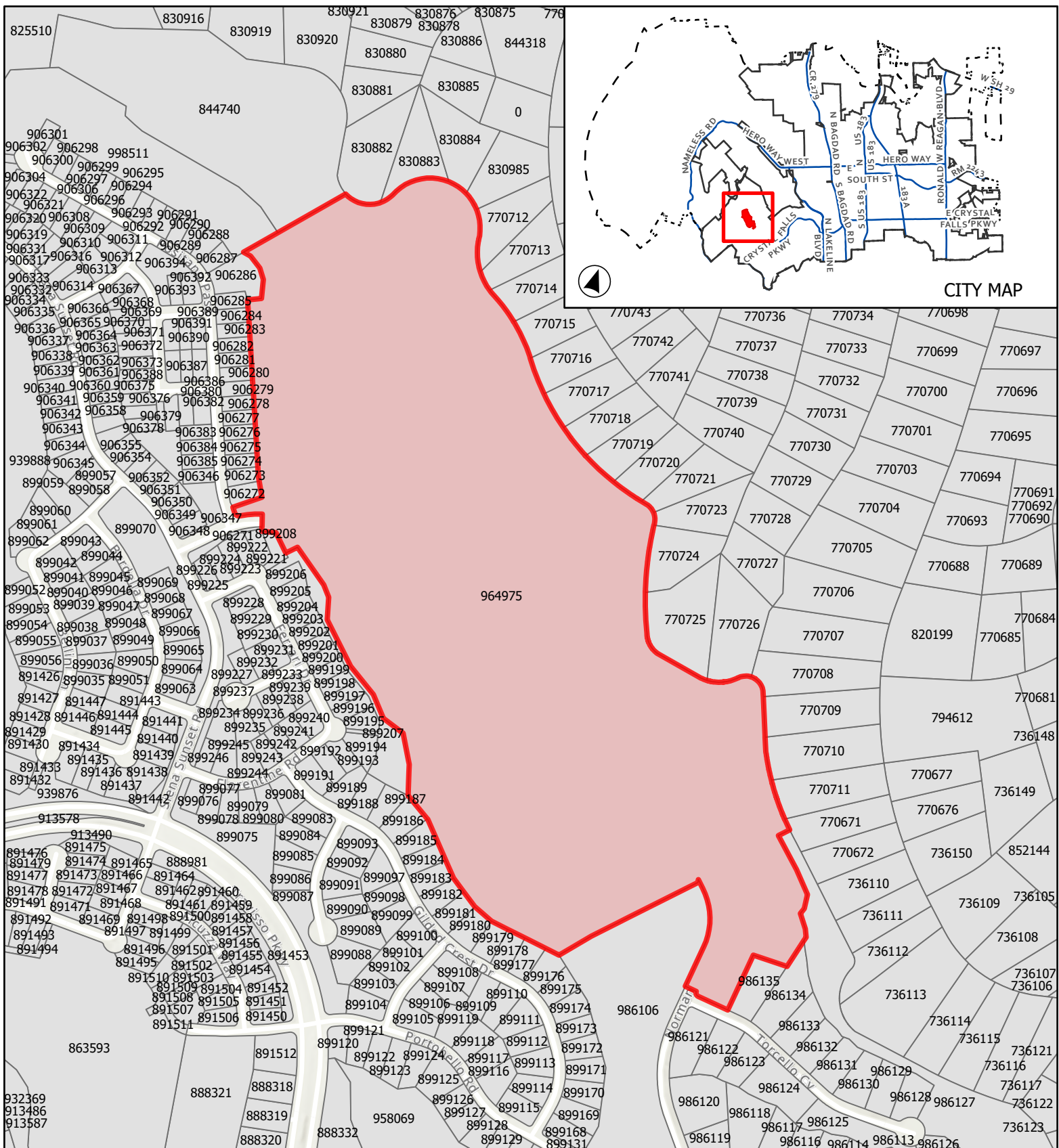
Due to delayed completion of the Travisso Phase 3, Section 9 Clearing Plan (PICP-23-0110) improvements and geotechnical investigation, we request a six month extension on the Travisso Phase 3, Section 9 Construction Plans expiration date to August 3rd, 2025.

Please let me know if you have any additional questions or comments.

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



Aimee Chavez, P.E.
Associate Vice President



CASE: PICP-23-0101

ATTACHMENT 2

TRAVISSO PH 3, SEC 9

Location Map

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0 215 430



Feet

-  City Limits
 ETJ
 Subject Boundary

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS GRANTING AN
EXTENSION OF THE EXPIRATION OF THE CONSTRUCTION PLAN
APPLICATION FOR THE TRAVISSO PHASE 3, SECTION 9
SUBDIVISION.**

WHEREAS, Section 23 (g) (1) of the City’s Subdivision Ordinance provides that the construction plan application expires nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the construction plan are not approved due to the applicant’s failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 23 (g) (2) of the City’s Subdivision Ordinance provides that the Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the construction plan;

WHEREAS, the Planning Department granted one six (6) month extension for the construction plan application (the “Construction Plan Application”) which expired on or about February 3, 2025;

WHEREAS, the City Council of the City of Leander, Texas (the “City”) finds that there is good reason to grant an extension of the expiration date for the Construction Plan Application because the applicant is actively working with the Planning Department and will be able to address the construction plan comments and move forward with construction within a reasonable timeframe;

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

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

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Construction Plan Application to August 3, 2025. In the event that the Construction Plan Application is not approved by the City Staff on or before to August 3, 2025, the Construction Plan Application shall expire.

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

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

Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on First Reading this the 17th day of April, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
4/17/2025

AGENDA SUBJECT:

Approval of the second reading of an Ordinance regarding Zoning Case Z-24-0154 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the McCall Capital Minor Planned Unit Development with the base zoning of GC-3-C (General Commercial) on one (1) parcel of land 4.06 acres ± in size, more particularly described by Williamson Central Appraisal District parcel R032207; and is generally located east of 183A Toll Road, approximately 270 feet south of Bulbine Drive, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. The applicant has submitted a request to change the designated zoning district of their property in order to allow for the development of office/warehouse uses. The zoning would also support commercial, retail, office, and personal services. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in a Priority Neighborhood Center identified by the Comprehensive Plan. This property is currently located within the TOD (Transit Oriented Development District) as part of the Convention Development Sector.

GENERAL INFORMATION:

Current Zoning: TOD/PUD-CD (Transit Oriented Development / Planned Unit Development – Conventional Development Sector)

Proposed Zoning: McCall Capital Minor PUD with the base zoning district of GC-3-C (General Commercial)

Size and Location: The property is located east of 183A Toll Road, approximately 270 feet south of Bulbine Drive, including approximately 4.06 acres.

Surrounding Area: This property is located to the west of the Bryson Apartments with frontage on 183A Toll Road.

PROPOSED ZONING DISTRICT:

USE COMPONENT

GC – GENERAL COMMERCIAL:

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

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

SITE COMPONENT

TYPE 3:

Features: Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited

outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.

Intent:

1. A Type 3 site component is intended to be utilized with LO (Local Office) and LC (Local Commercial) use components where adjacent to less restricted districts to provide for a land use transition.
2. This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.
3. This component is intended to be combined with LO (Local Office), LC (Local Commercial), GC (General Commercial), HC (Heavy Commercial) and HI (Heavy Industrial) components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.
4. Compliance with Type 1 or 2 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE C (non-residential only):

Features: Three (3) or more architectural features.

Intent:

1. The Type C architectural component is intended to be utilized only in the LO (Local Office), LC (Local Commercial), GC (General Commercial), HC (Heavy Commercial) and HI (Heavy Industrial) use components for intermediate quality development.
2. Combined with appropriate use and site components, this component can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted.
3. This component is not intended for the majority of the LO (Local Office) and LC (Local Commercial) use components except those that may be adjacent to less restricted districts.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.

Applicable Future Land Use categories

NEIGHBORHOOD CENTER

- The Neighborhood Center future land use category is intended for areas that will be developed mostly as non-residential uses that are of an appropriate use, scale, and design that is compatible with abutting or adjacent residential uses. Site design should be neighborhood-focused, prioritizing walkability, screening, light shielding, street landscaping, compatible height, etc.
- Typical uses include personal services, day care centers, small offices, fitness centers, restaurants, and retail plazas. Upper-story residential is recommended to create density to support retail, yet height limited for compatibility and scale. At the intersection of arterials and highways, more substantial retail centers and regional uses are appropriate.
- These locations may include hotels, vertical mixed-use, grocery stores.

Neighborhood Centers are daily activity nodes that see high traffic and turning movements, elevating access as a critical site consideration. Street relationship to the site should be safe, pedestrian-friendly, and supportive of the use type with adequate driveways.

PUBLIC NOTIFICATION:

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

A notice was sent to the adjacent residential property owners on January 16, 2025. No concerns were raised after the notification.

Please see the full report from the applicant attached as Exhibit 9.

Staff recommends approval of the requested zoning. The GC (General Commercial) base zoning district is compatible with the Priority Neighborhood Center.

During the meeting of February 27, 2025, the Planning & Zoning Commission recommended approval.

HISTORY/TIMELINE:

09/22/2005 – SmartCode Adopted

02/27/2025– Planning & Zoning, 1st Public Hearing

04/03/2025 – City Council, 2nd Public Hearing

APPLICANT/AGENT:

Goode Faith Engineering (Anthony Goode) on behalf of MPE Realty, LP. (Mary Elmore).

RECOMMENDATION:

The City Council unanimously approved the zoning request during the April 3, 2025 meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-24-0154 Att 1 Letter of Intent - McCall Capital Minor PUD
2. Z-24-0154 Att 2 Current Zoning - McCall Capital Minor PUD
3. Z-24-0154 Att 3 FLU Map - McCall Capital Minor PUD
4. Z-24-0154 Att 4 Public Notification - McCall Capital Minor PUD
5. Z-24-0154 Att 5 Proposed Zoning - McCall Capital Minor PUD
6. Z-24-0154 Att 6 Aerial Map - McCall Capital Minor PUD
7. Z-24-0154 Att 7 Utility Map - McCall Capital Minor PUD
8. Z-24-0154 Att 8 PUD Notes - McCall Capital Minor PUD
9. Z-24-0154 Att 9 Neighborhood Outreach - McCall Capital Minor PUD
10. Z-24-0154 Att 10 Ordinance - McCall Capital Minor PUD
11. Z-24-0154 Att 11 2-27-2025 P & Z Minutes



January 17, 2024

Robin Griffin
Executive Director of Development Services
City of Leander
P O Box 319
Leander, TX 78646

RE: Letter of Intent – Zoning Change
Project Name: McCall Capital
3751 N Hwy 183, Leander, Texas 78641
Property ID # R032207

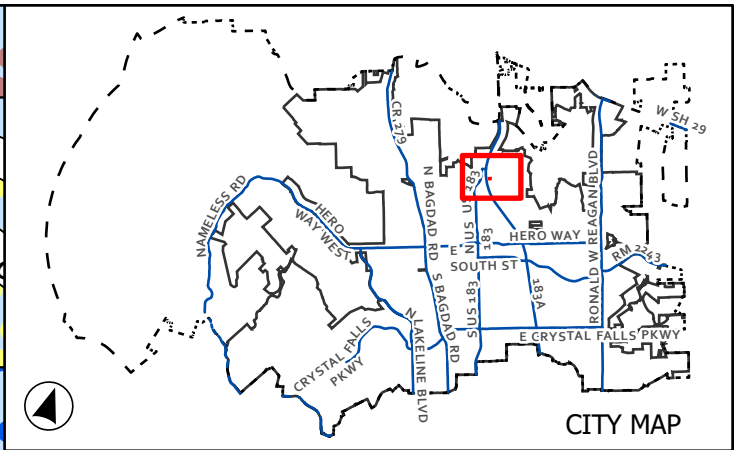
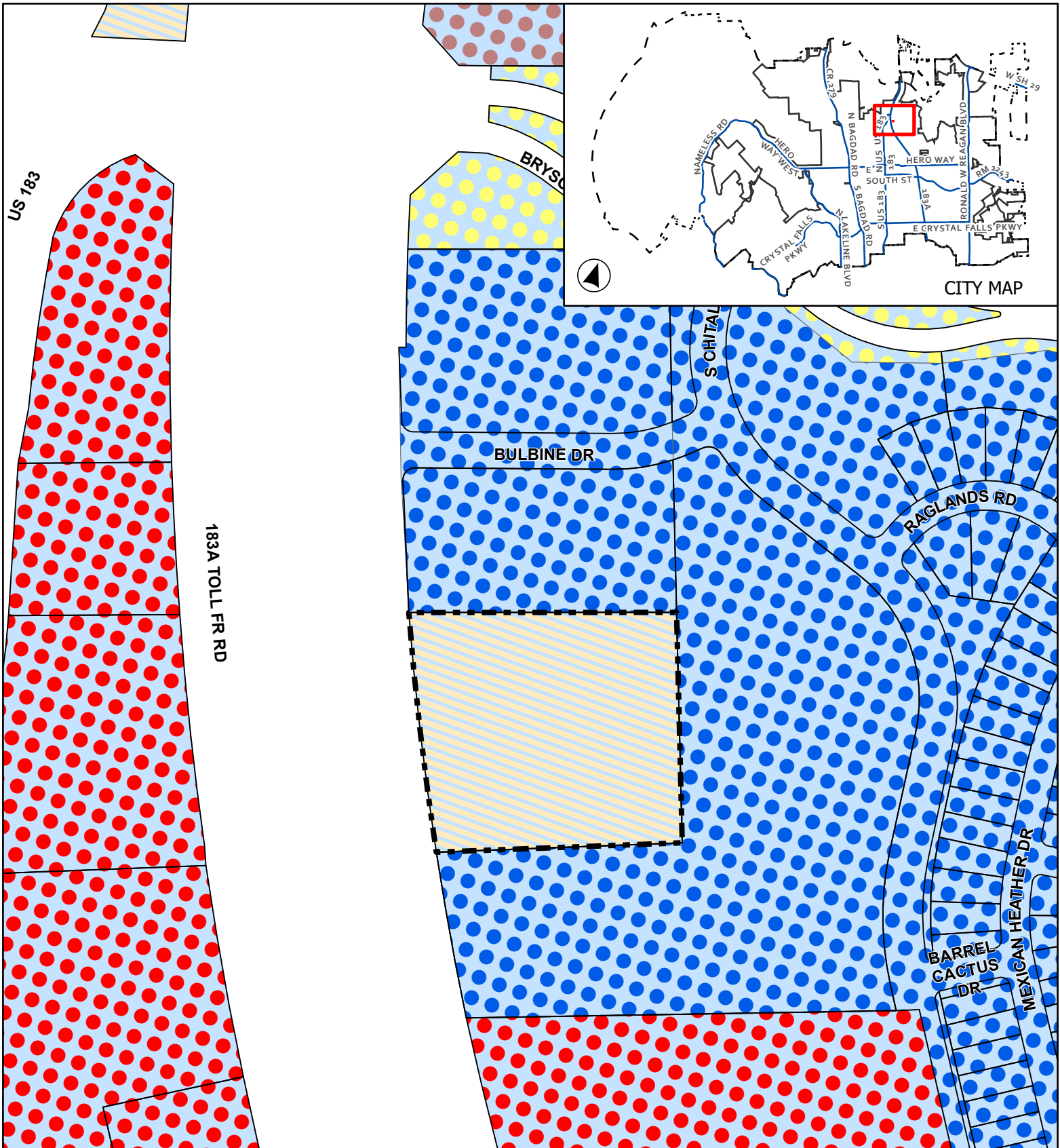
Dear Ms. Griffin:

We met on September 23, 2024 via video conference for a Pre-Development Meeting and discussed the proposed project located at 3751 N Hwy 183 on the north-bound frontage road of Hwy 183-A, near where Hwy 183 and Hwy 183-A join, across from the Quick Trip. The property is a 4.06-acre tract located within the TOD and Smart Code. Currently, the property is zoned CD-Conventional Development. We are proposing a zoning of PUD-GC-3-C (General Commercial).

Should you have any questions or need additional information, please feel free to contact me at anthony@goodefaitheng.com.

Sincerely,

Anthony Goode, P.E.
Goode Faith Engineering, LLC



CASE: Z-24-0154

ATTACHMENT 2

3751 N HWY 183
MINOR PUD

Current Zoning

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Leander City Limits



Extra-Territorial Jurisdiction



Subject Boundary



PUD - Single-Family



PUD - Mixed Use



PUD - Local Commercial



PUD - General Commercial



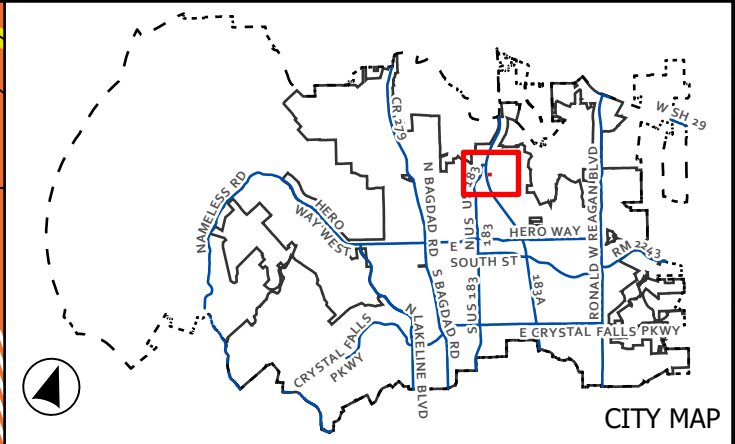
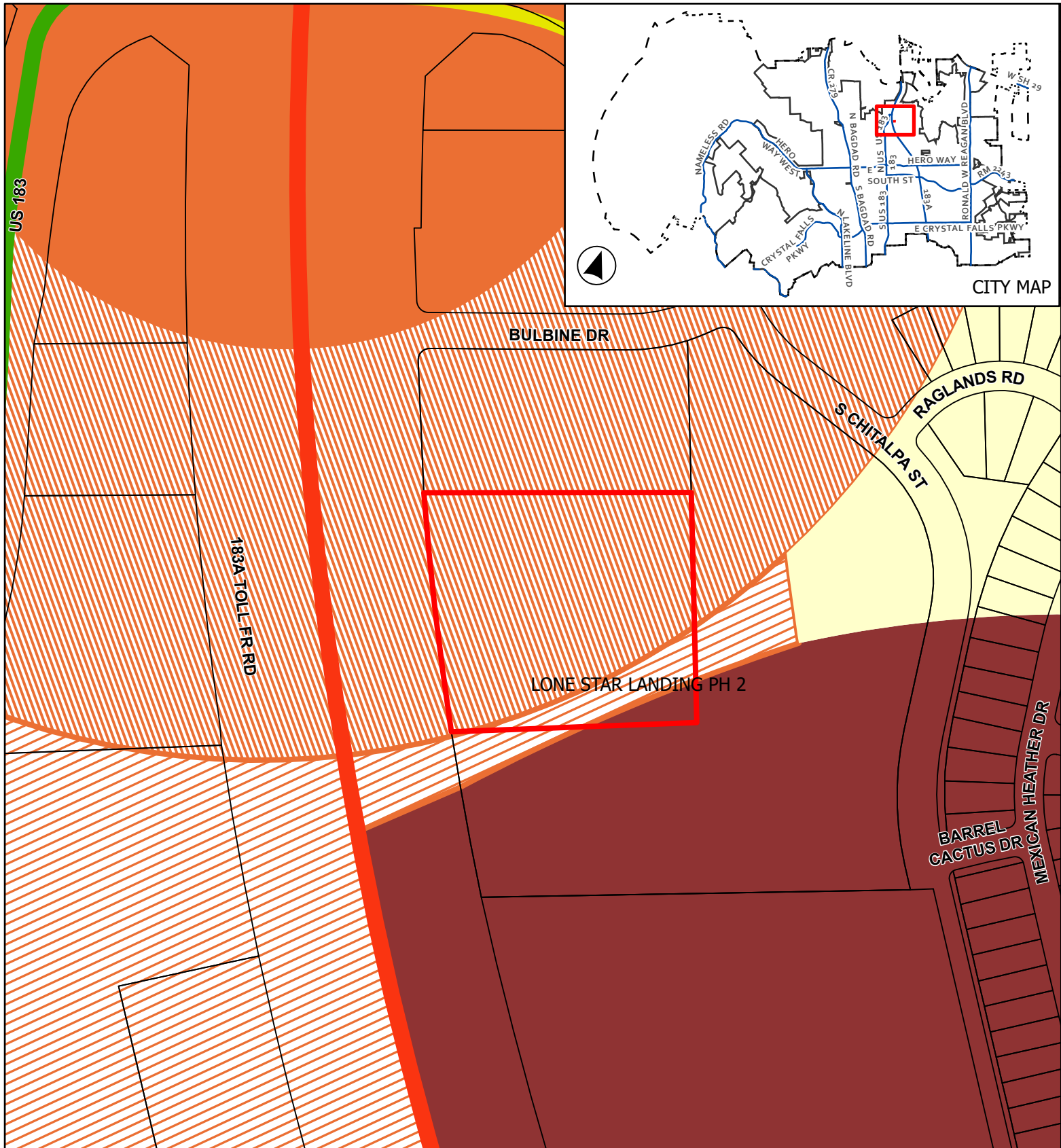
CD - Conventional Sector



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Feet



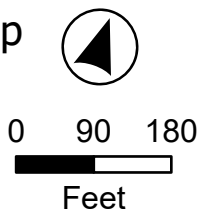
CASE: Z-24-0154

ATTACHMENT 3

3751 N HWY 183
MINOR PUD

Future Land Use Map

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- Leander City Limits
- ETJ Boundary
- Subject Boundary

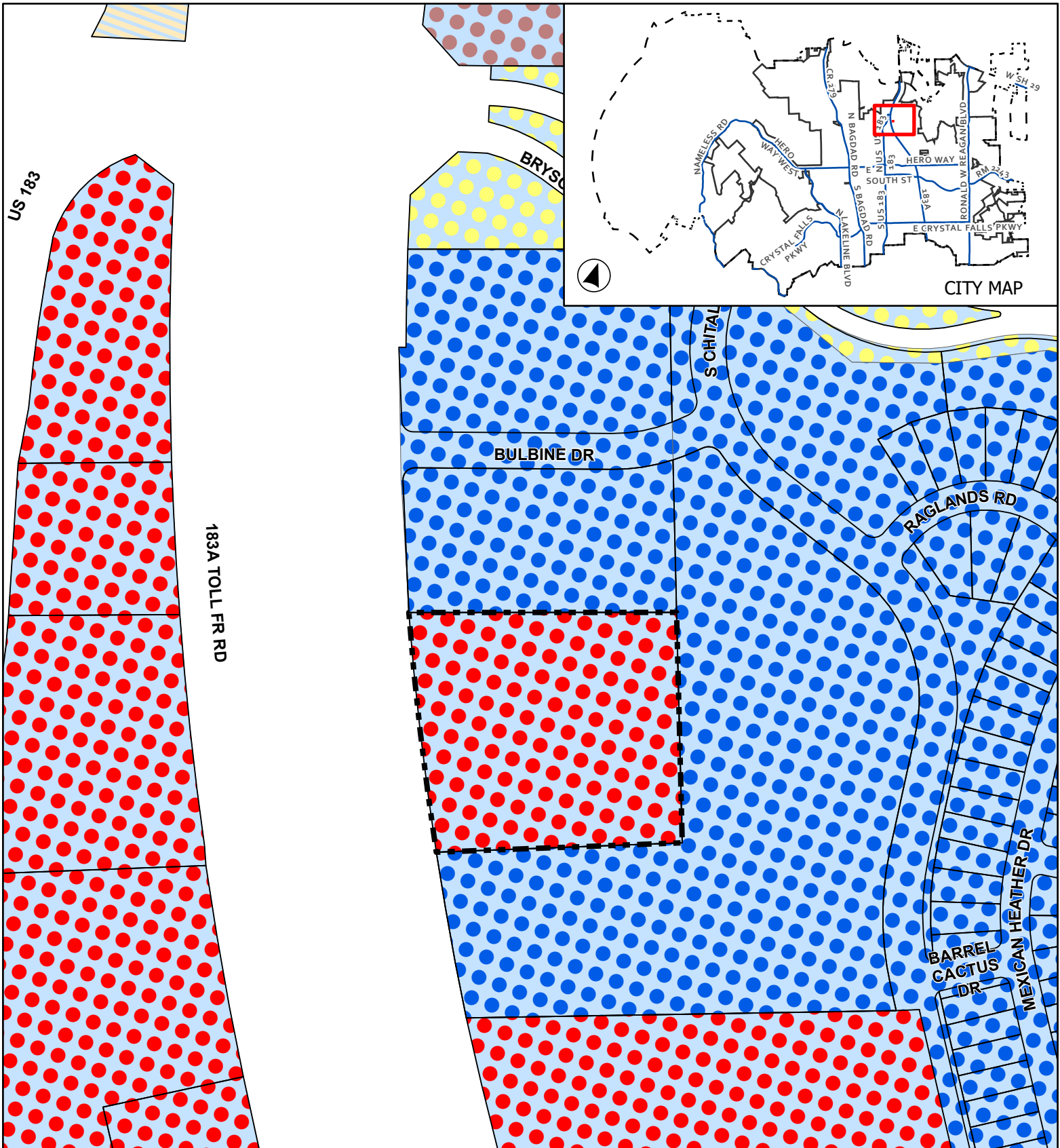
Future Land Use

- Activity Center
- Multi-Use Corridor - Priority Corridor
- Neighborhood Center - Priority Corridor

- Neighborhood Center - Solid
- Neighborhood Residential

Thoroughfare Plan

- Access Controlled, Existing
- Arterial 6 Lane, Existing
- Collector, Existing



CASE: Z-24-0154

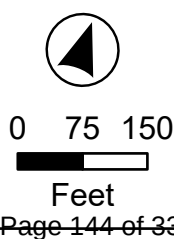
ATTACHMENT 5

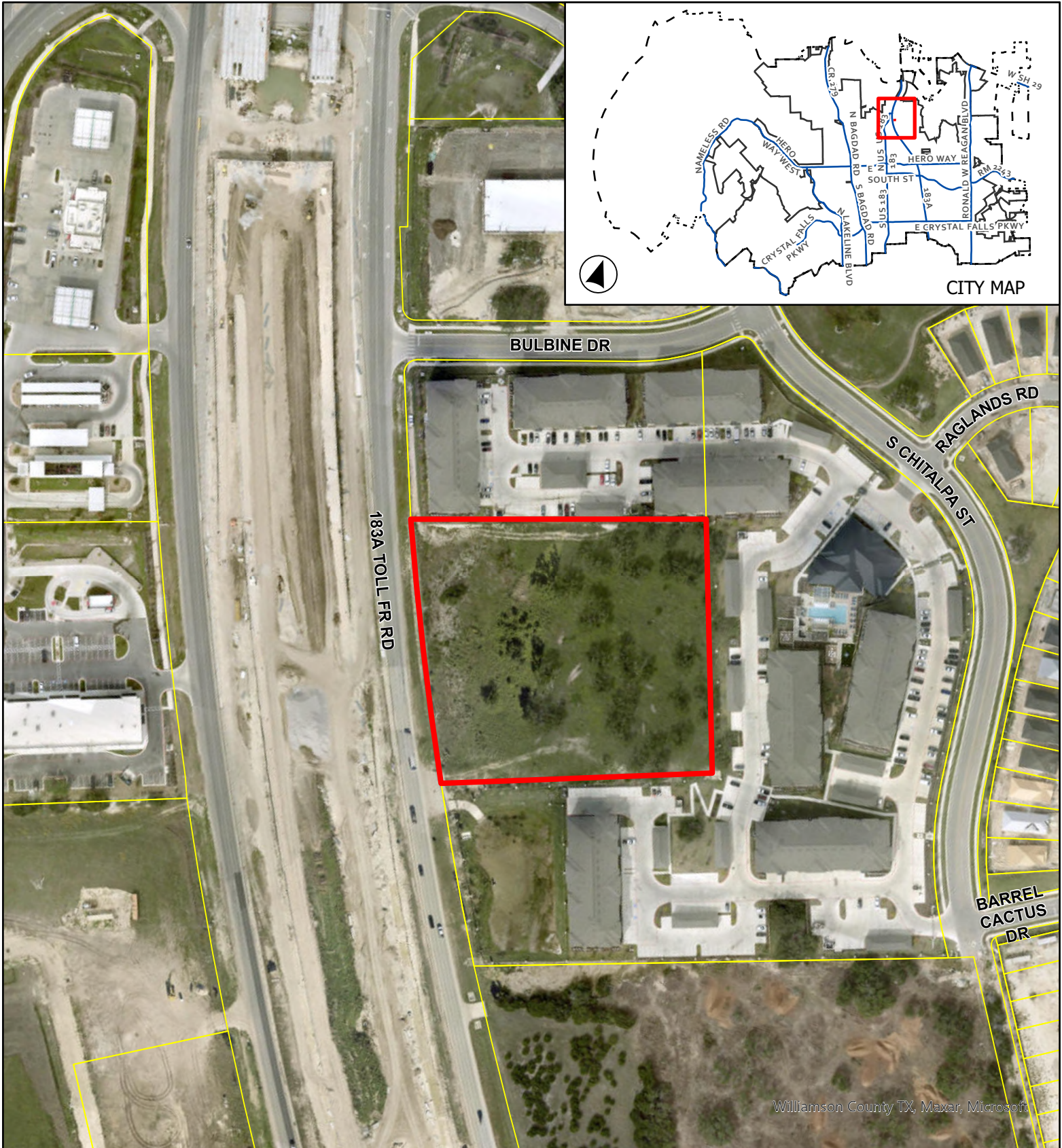
3751 N HWY 183
MINOR PUD

Proposed Zoning

- | | |
|--------------------------------|--------------------------|
| Leander City Limits | PUD - Mixed Use |
| Extra-Territorial Jurisdiction | PUD - Local Commercial |
| Subject Boundary | PUD - General Commercial |
| PUD - Single-Family | CD - Conventional Sector |

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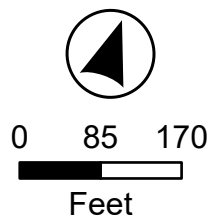
CASE: Z-24-0154

ATTACHMENT 6

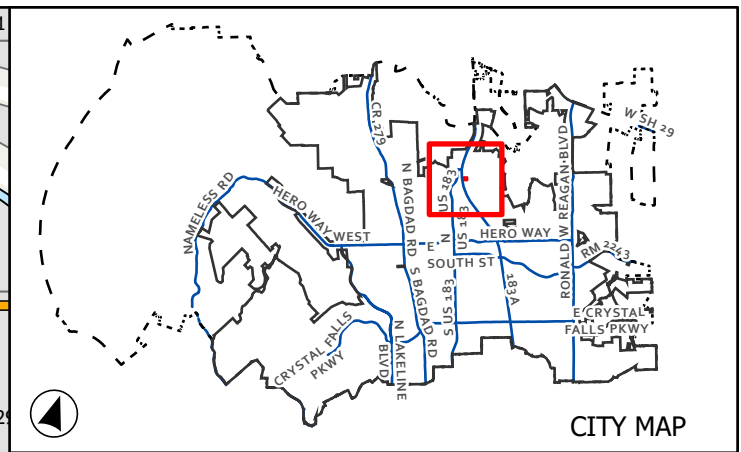
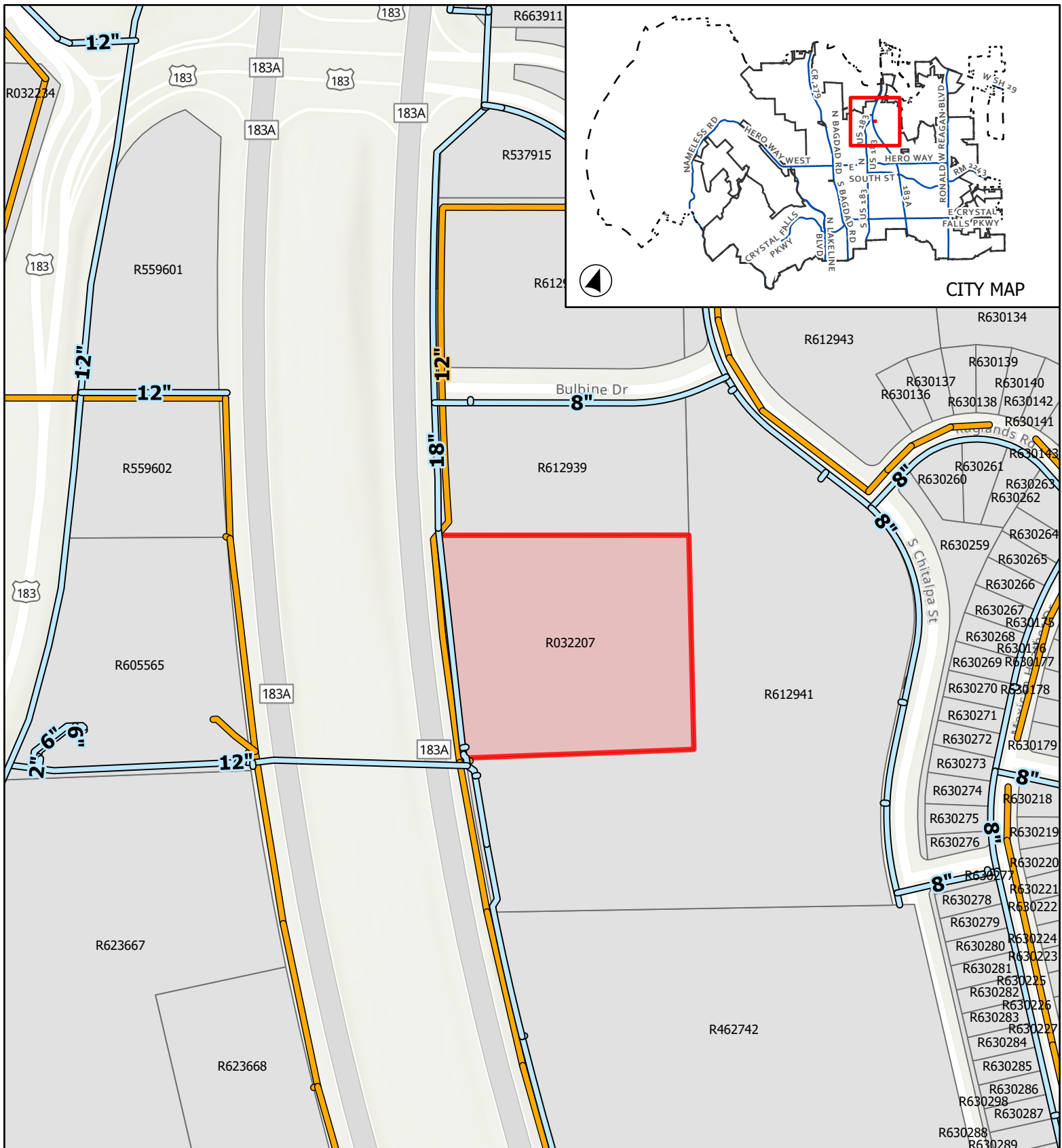
3751 N HWY 183
MINOR PUD

Aerial Map

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- Leander City Limits
- Subject Boundary



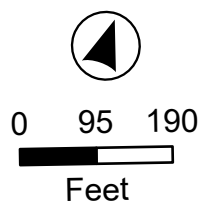
CASE: Z-24-0154

ATTACHMENT 7

MCCALL CAPITAL
MINOR PUD

Utilities Map

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- City Limits
- ETJ
- Subject Boundary
- Waste Water Line
- Water Main Line

EXHIBIT A

McCall Capital Minor Planned Unit Development

A. Purpose and Intent

1. The McCall Capital Minor PUD is comprised of approximately 4.06 acres as shown in **Exhibit B**. The development of this property includes an office/warehouse.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled **Exhibit A**.
2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.

GC-3-C (General Commercial)

C. Allowable / Prohibited Uses

1. The allowable uses shall include all uses permitted in the GC (General Commercial) use component.

EXHIBIT B

HOLT CARSON, INCORPORATED PROFESSIONAL LAND SURVEYORS

1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
EMAIL: HCI@AUSTIN.RR.COM

February 25, 2016

FIELD NOTE DESCRIPTION OF 4.06 ACRES OF LAND OUT OF THE WILLIAM MANSUR SURVEY, ABSTRACT NO. 437 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (4.06 ACRE) TRACT OF LAND AS CONVEYED TO ARISING PROPERTIES, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2011074271 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a $\frac{1}{2}$ " iron rod found at the Northeast corner of that certain (4.06 acre) tract of land as conveyed to Arising Properties, LLC by Special Warranty Deed recorded in Document No. 2011074271 of the Official Public Records of Williamson County, Texas, same being the Southeast corner of that certain (6.532 acre) tract of land as conveyed to Crescent Leander, Tx, LLC by Special Warranty Deed recorded in Document No. 2014099253 of the Official Public Records of Williamson County, Texas, also being a point in a Westerly line of that certain (297.47 acre) tract of land as conveyed to Crescent Leander, Tx, LLC by Special Warranty Deed recorded in Document No. 2014004820 of the Official Public Records of Williamson County, Texas and the Northeast corner and **PLACE OF BEGINNING** of the herein described tract;

THENCE with the East line of said (4.06 acre) Arising Properties, LLC tract and a Westerly line of said (297.47 acre) Crescent Leander, Tx, LLC tract, **S 21 deg. 22'03" E 393.23 ft.** to a $\frac{1}{2}$ " iron rod found at the Southeast corner of said (4.06 acre) tract, same being an angle corner of said (297.47 acre) tract and the Southeast corner of the herein described tract;

THENCE with the South line of said (4.06 acre) Arising Properties LLC tract and a Northerly line of said (297.47 acre) Crescent Leander, Tx, LLC tract, **S 67 deg. 49'44" W 419.77 ft.** to a $\frac{1}{2}$ " iron rod with a plastic cap imprinted "SAM, Inc." found in the curving East right-of-way line of U.S. Highway No. 183-A (toll) at the Southwest corner of said (4.06 acre) tract, same being an angle corner of said (297.47 acre) tract and the Southwest corner of the herein described tract;

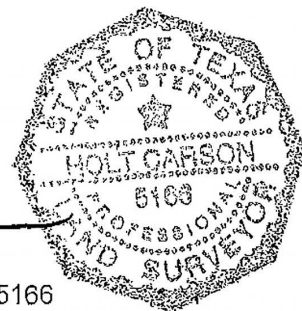
THENCE with the East right-of-way line of U.S. Highway No. 183-A and the West line of said (4.06 acre) Arising Properties, LLC tract, along a curve to the right with a radius of 5529.58 ft. for an arc length of 411.57 ft. and which chord bears, **N 26 deg. 34'14" W 411.48 ft.** to a calculated point at the Northwest corner of said (4.06 acre) tract, same being the Northwest corner of the herein described tract, from which a $\frac{1}{2}$ " iron rod found with a plastic cap imprinted "Bury" bears, **N 71 deg. 35' E 0.38 ft.**

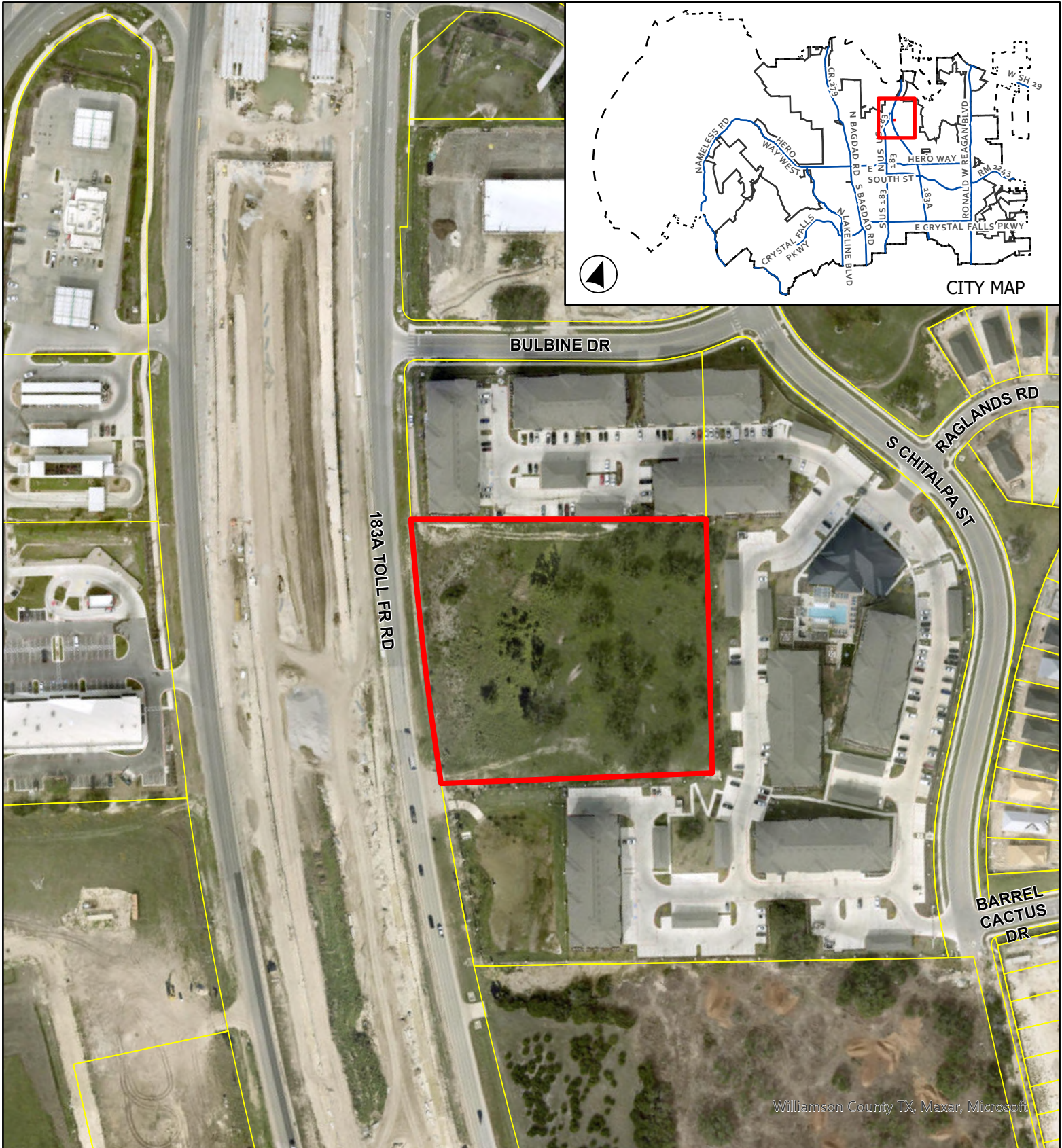
THENCE leaving the East right-of-way line of U.S. Highway No. 183-A with the North line of said (4.06 acre) Arising Properties, LLC tract, **N 69 deg. 58'13" E 457.16 ft.** to the **PLACE OF BEGINNING** containing **4.06 acres** of land.

SURVEYED: February 25, 2016


Holt Carson

Registered Professional Land Surveyor No. 5166
see accompanying map: A 979070





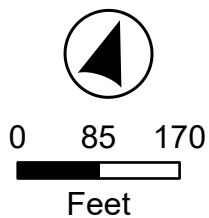
CASE: Z-24-0154

EXHIBIT B

MCCALL CAPITAL
MINOR PUD

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.



- Leander City Limits
- Subject Boundary

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

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

Letters of Notification of Proposed Zoning Change were sent via USPS certified mail on 01/16/2025.

There are 23 properties within the 500" radius and the 9 owners of the properties were notified.
See attached list and notification letter.

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.

The 9 property owners within the 500' radius of the property were notified. See attached list as requested.

3. What concerns were raised during these communications?

No concerns have been raised to date.

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

No concerns have been raised to date.

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

Signature: 

Date 01/17/2025.

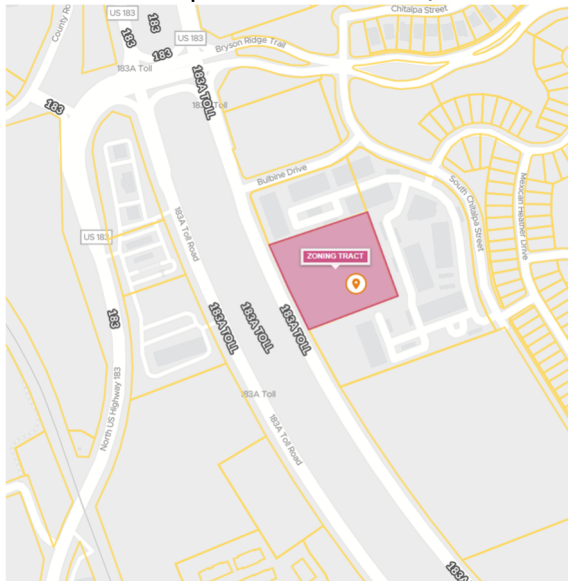


January 16, 2025

**RE: Notification of Proposed Zoning Change for
Property located at 3751 N Hwy 183, Leander, TX 78641
Property ID # R032207**

Dear Neighbor,

We are submitting a zoning change request on behalf of MPE Realty LP for Property ID R032207. The property is located at 3751 N Hwy 183 on the north-bound frontage road of Hwy 183-A near where Hwy 183 and Hwy 183-A join, across from the Quick Trip and is within 500 feet of your property. We are requesting to amend the current zoning of CD - Conventional Development to PUD-GC-3 (General Commercial) which if approved, will allow for the development of an office/warehouse on the property.



In the coming weeks you should receive a letter from the City of Leander regarding a Planning and Zoning Commission Public Hearing.

If you have any questions or would like more information about the project, please do not hesitate to contact me.

Sincerely,

Anthony Goode, PE
972-822-1682

Anthony@GoodeFaithEng.com

Goode Faith Engineering
1620 La Jaita Drive, Suite 300
Cedar Park, Texas 78613

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CREATING THE MCCALL CAPITAL MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF GC-3-C (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 4.06 acres ±; being more particularly described in Exhibit "B"; located east of 183A Toll Road, approximately 270 feet south of Bulbine Drive, Leander, Williamson County, Texas; identified by Williamson Central Appraisal District tax identification number R032207; more particularly described in Instrument Number 2016036250; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the McCall Capital Minor PUD (Planned Unit Development) with the base zoning district of GC-3-C (General Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A" and "B" which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance

and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 3rd day of April, 2025.
FINALLY PASSED AND APPROVED on this the 17th 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 27, 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 Laura Lantrip.

3. Director's report to the Planning & Zoning Commission on action taken by City Council on the February 20, 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 6-7.

By: Board Member Calame
Seconded: Board Member LeDay

Vote: 5 - 0 None

6. Approval of the minutes for meeting held on February 13, 2025.
7. Approval of the extension of the application expiration for Site Development Case SD-23-0148 The Preserve at Mason Creek Phase 2 Floodplain Development; more particularly described by Williamson

Central Appraisal District Parcel R036463, commonly known as 408 Horseshoe Drive, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing and consider action on Subdivision Case SFP-22-0002 and Variance Case VA-22-0001 to approve the Leander Business Center Short Form Final Plat and Variance on one (1) parcel of land approximately 10.251 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District R031713; generally located at 80 Mockingbird Hill, Leander, Williamson County, Texas.

- Discuss and consider action on Variance Case VA-22-0001 as described above.
- Discuss and consider action on Subdivision Case SFP-22-0002 as described above.

Public Hearing opened at 6:07 p.m.; Public Hearing closed at 6:07 p.m., following discussion.

No one wished to speak in favor or opposition of the request.

Motion to approve the Variance Case VA-22-0001.

By: Board Member Calame

Seconded: Board Member Mahan

Vote: 5 - 0 None

Motion to approve the Short Form Plat SFP-22-0002.

By: Board Member Calame

Seconded: Board Member Mahan

Vote: 5 - 0 None

9. Conduct a Public Hearing regarding Zoning Case Z-24-0154 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the McCall Capital Minor Planned Unit Development with the base zoning of GC-3-C (General Commercial) on one (1) parcel of land 4.06 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R032207; and is generally located east of 183A Toll Road, approximately 270 feet south of Bulbine Drive, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0154 as described above.

Public Hearing opened at 6:14 p.m.; Public Hearing closed at 6:14 p.m., following discussion.

No one wished to speak in favor or opposition of the request.

Motion to approve Zoning Case Z-24-0154.

By: Board Member Calame

Seconded: Board Member Oliver

Vote: 4 - 1 Board Member Morales

REGULAR AGENDA

10. Adjournment
Meeting adjourned at 6:23 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY 4/17/2025

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-24-0151 to amend the current zoning of SFR-1-B (Single-Family Rural) to SFS-2-A (Single-Family Suburban) on one (1) parcel of land 10.01 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R318556; and more commonly known as 551 Private Road 920, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0151 as described above.

BACKGROUND:

This request is the second step in the zoning process. The applicant has submitted a request to change the designated zoning district of their property in order to develop a single-family residential subdivision on intermediate suburban standard-sized lots. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in the Neighborhood Residential area of the Future Land Use Map as identified by the Comprehensive Plan.

The property will have access to Raider Way, which is a Collector roadway planned to extend north to RM 2243 and eventually terminating at San Gabriel Parkway. This proposal is in compliance with Resolution No. 22-031-00 which was adopted by City Council in October 2022 to limit consideration of zoning requests that seek to add residential lots. The Resolution does prioritize large lot/low-density residential development such as Single Family Rural (SFR), Single Family Estates (SFE) and Single Family Suburban (SFS).

The initial public notice included the Type 3 site component. This site component allows for larger accessory structures associated with the houses. The applicant has worked with staff to ensure compatibility with the surrounding neighborhoods and is requesting to amend the zoning request from the Type 3 Site Component and Type B Architectural Component to Type 2 Site Component and Type A Architectural Component, which are more restrictive and provide for greater consistency with the adjacent subdivisions.

GENERAL INFORMATION:

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

Proposed Zoning: SFS-2-A (Single-Family Suburban)

Size and Location: The property is located at 551 Private Road 920, including approximately 10.01 acres.

Surrounding Area: This property is located on the east side of Raider Way at the intersection of Torre Street. The property is located between the Stewart Crossing and Marbella Subdivisions.

PROPOSED ZONING DISTRICT:

USE COMPONENT

SFS – SINGLE FAMILY SUBURBAN:

Features: 9,000 sq. ft. lot min.; 1,500 sq. ft. living area min.

Intent: Development of single-family detached dwellings on intermediate suburban standard-sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with intermediate lot sizes.

SITE COMPONENT

TYPE 2:

Features:

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

Intent:

- (1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.
- (2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.
- (3) This component is intended to be utilized with the majority of Local Office (LO) and Local Commercial (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 Local Office, Local Commercial, General Commercial, Heavy Commercial, and Heavy Industrial 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 landowner.
- (6) Compliance with Type 1 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE A:

Features: 5 or more architectural features.

Intent:

- (1) The Type A architectural component is intended to be utilized for high-quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
- (2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.
- (3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.
- (4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
- (5) This component may be utilized for any high-profile development, for any property in a prominent location or at an important gateway to the community.
- (6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with Single Family Residential, Single Family Estates, Single Family Suburban, Single Family Urban and Single Family Compact components.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Encourage a variety of market-driven housing types.

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

Applicable Future Land Use categories

NEIGHBORHOOD RESIDENTIAL

The Neighborhood Residential land use category is intended to be developed primarily as new single-family detached residential subdivisions with associated amenities, such as parks, trails, open space areas, and elementary schools. These areas are intended to have a mix of suburban and auto-oriented development character which are primarily found in the form of detached residential lots.

Architectural styles, building height and massing are relatively uniform in this type of land use. Most streets are considered to be local and low-volume with curb and gutter, sidewalks, consistent speeds and highly accessible driveways. Strategically located parks are essential and in some cases a school or other institutional use is 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.

PUBLIC NOTIFICATION:

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

A neighborhood meeting was held at 6:30 p.m. on January 15, 2025, at Wiley Middle School, including the Marbella and Stewart Crossing neighborhoods. Below is a list of comments/concerns that were discussed during the meeting:

- The main concerns were the extension of Raider Way from Crystal Falls Parkway to RM 2243 and traffic.
- Marbella residents raised concerns regarding the drainage of their subdivision.

While it is important to note that any determined traffic or drainage concerns will be addressed should this development proceed, no changes were made to this zoning request to address the above-discussed issues.

Please see the full report from the applicant, Attachment 8.

HISTORY/TIMELINE:

01/17/2013 - Annexation

03/13/2025 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

Capital A Housing (Eyad Kasemi) on behalf of Ron M. Davis.

RECOMMENDATION:

As part of the evaluation of this request, the City Council has the following options:

1. Approve the requested zoning of SFS-2-A (Single-Family Suburban);
2. Deny the requested zoning of SFS-2-A (Single-Family Suburban); or

3. Approve an alternative request that may include a more restrictive site component (Type 1 or 2).

Staff recommends Option 1 listed above – Approve the requested zoning of SFS-2-A (Single-Family Suburban). Staff made this recommendation based on the surrounding residential land uses and the future land use plan from the Comprehensive Plan.

During the meeting March 13, 2025, the Planning & Zoning Commission recommended approval. The Marbella Neighborhood indicated that they may be formally submitting a petition to the City Secretary's Office. If this petition is submitted within 72 hours of the meeting and confirmed that at least 20% of the property owners are in opposition within two-hundred (200') feet of the request, then a supermajority vote by the City Council will be required to approve the request.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-24-0151 - Att 1 Letter of Intent - Oasis Subdivision
2. Z-24-0151 - Att 2 Current Zoning - Oasis Subdivision
3. Z-24-0151 - Att 3 Future Land Use - Oasis Subdivision
4. Z-24-0151 - Att 4 Public Notification - Oasis Subdivision
5. Z-24-0151 - Att 5 Proposed Zoning - Oasis Subdivision
6. Z-24-0151 - Att 6 Aerial Map - Oasis Subdivision
7. Z-24-0151 - Att 7 Utilities Map - Oasis Subdivision
8. Z-24-0151 - Att 8 Neighborhood Outreach - Oasis Subdivision
9. Z-24-0151 - Att 9 Ordinance - Oasis Subdivision
10. Z-24-0151 - Att 10 3-13-2025 P & Z Minutes

November 18, 2024

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

Re: **Letter of Intent for Rezoning Application**
551 Private Road 920
Leander, Texas 78641

To Whom it May Concern,

We are submitting a Rezoning Application package for the Oasis Subdivision project located at 551 Private Road 920, Leander, Texas 78641 in congruence with the City of Leander.

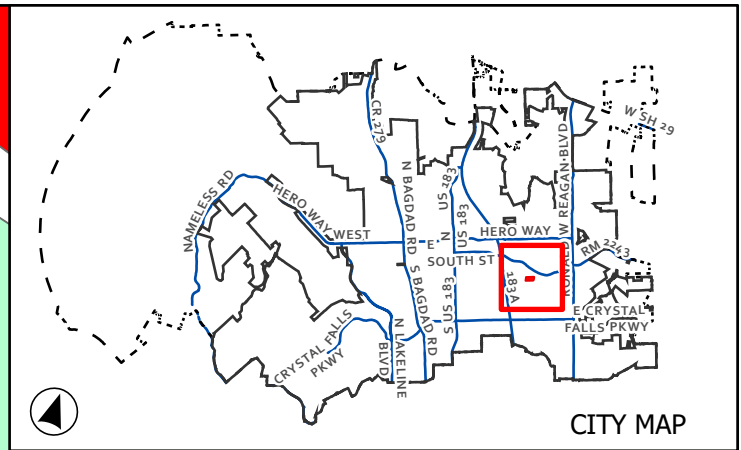
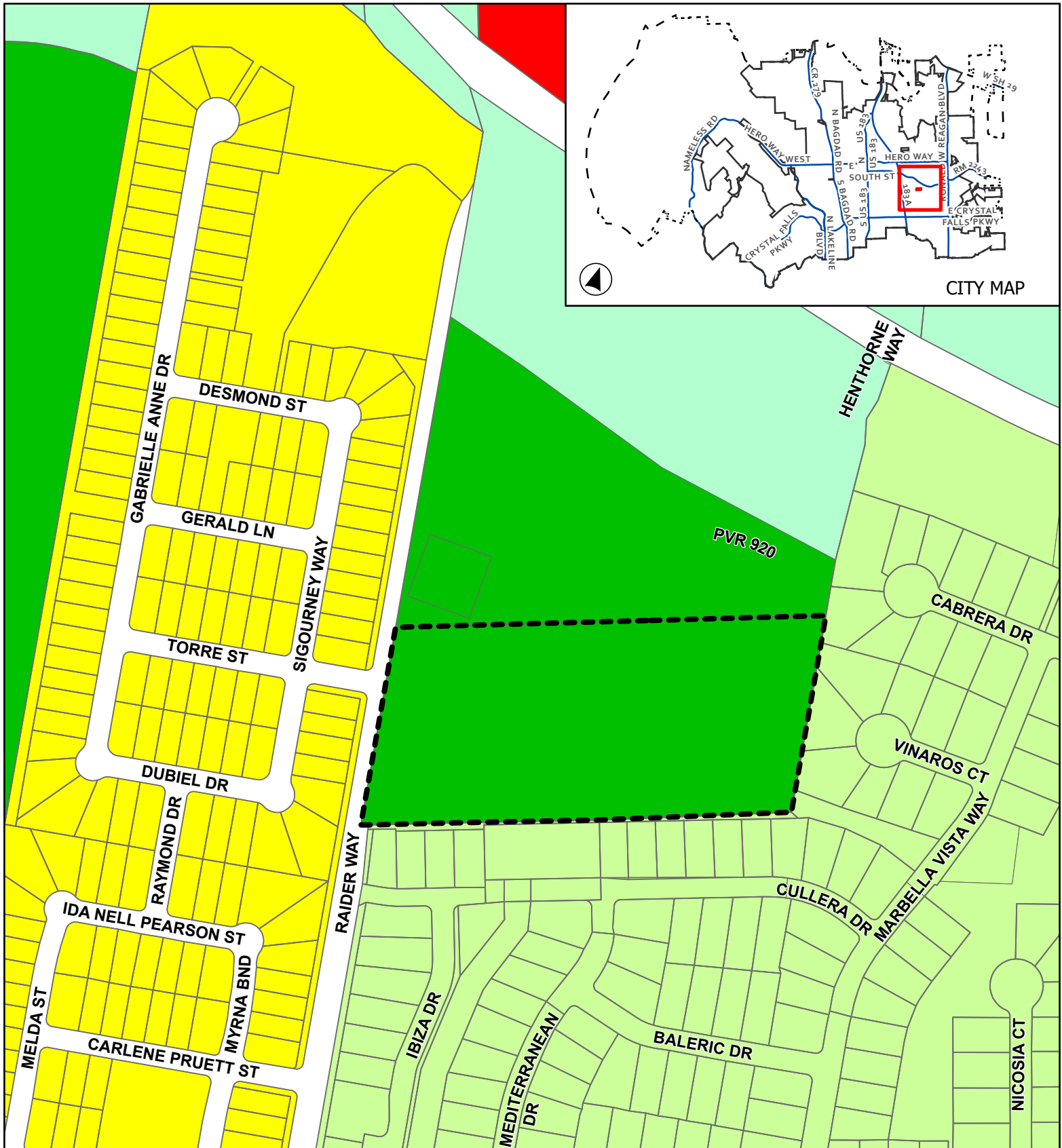
The 10.01-acre site is zoned SFR-1-B (Single Family Rural) on WCAD Parcel R318556 and is currently developed with a residential single-family building and associated gravel driveway. We are proposing to rezone the site to SFS-3-B (Single Family Suburban) in order to subdivide the site into thirty (30) single family lots. No construction elements are proposed with this Rezoning Application.

The property is located within the Turkey Creek watershed and is located within the Edwards Aquifer Contributing Zone. No portion of the site is within the FEMA 100-year floodplain.

If you have any questions or require additional information, please contact me at eyad@capitalahousing.com.

Sincerely,

Eyad Kasemi
Principal



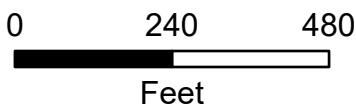
CASE: Z-24-0151

ATTACHMENT 2

OASIS SUBDIVISION

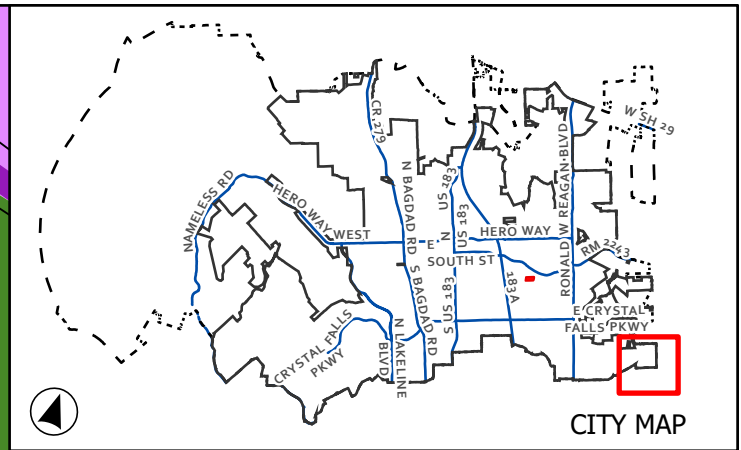
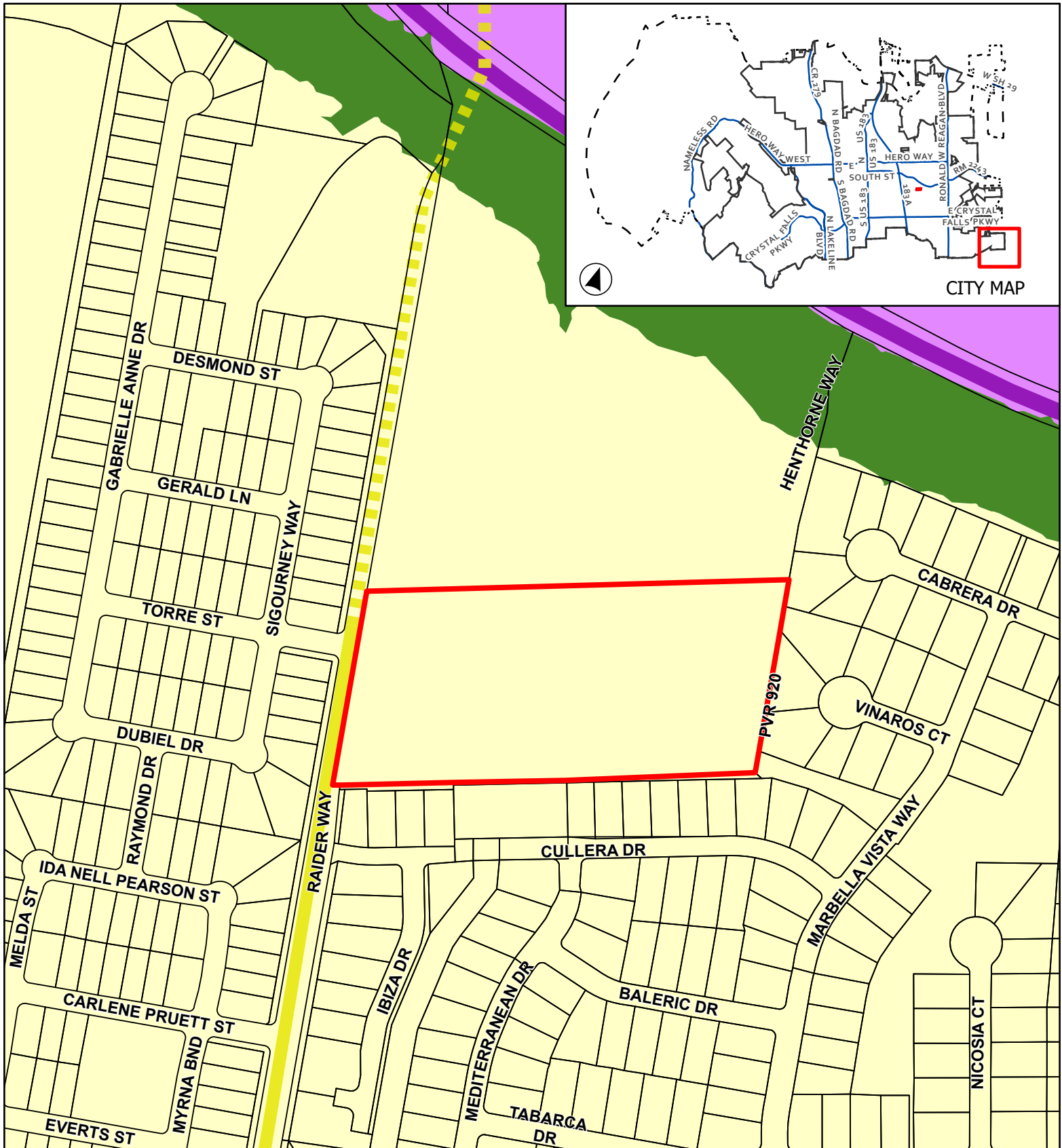
Current Zoning

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City Limits
 ETJ
 Subject Boundary
Current Zoning
 SFR - Single-Family Rural

SFS - Single-Family Suburban
 SFU - Single-Family Urban
 SFC - Single-Family Compact
 GC - General Commercial



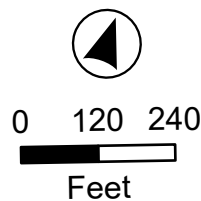
CASE: Z-24-0151

ATTACHMENT 3

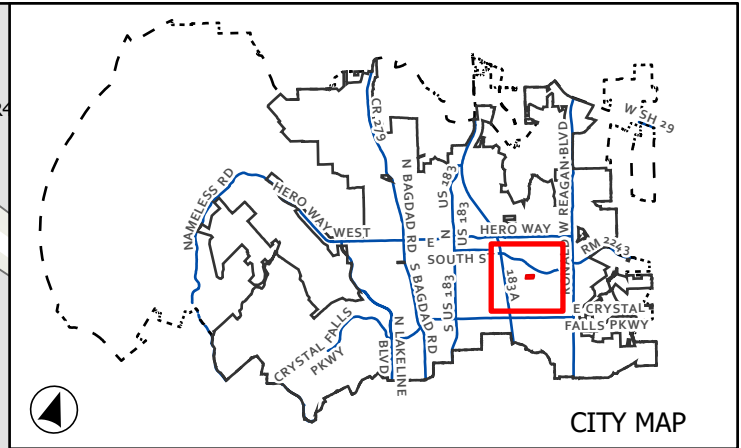
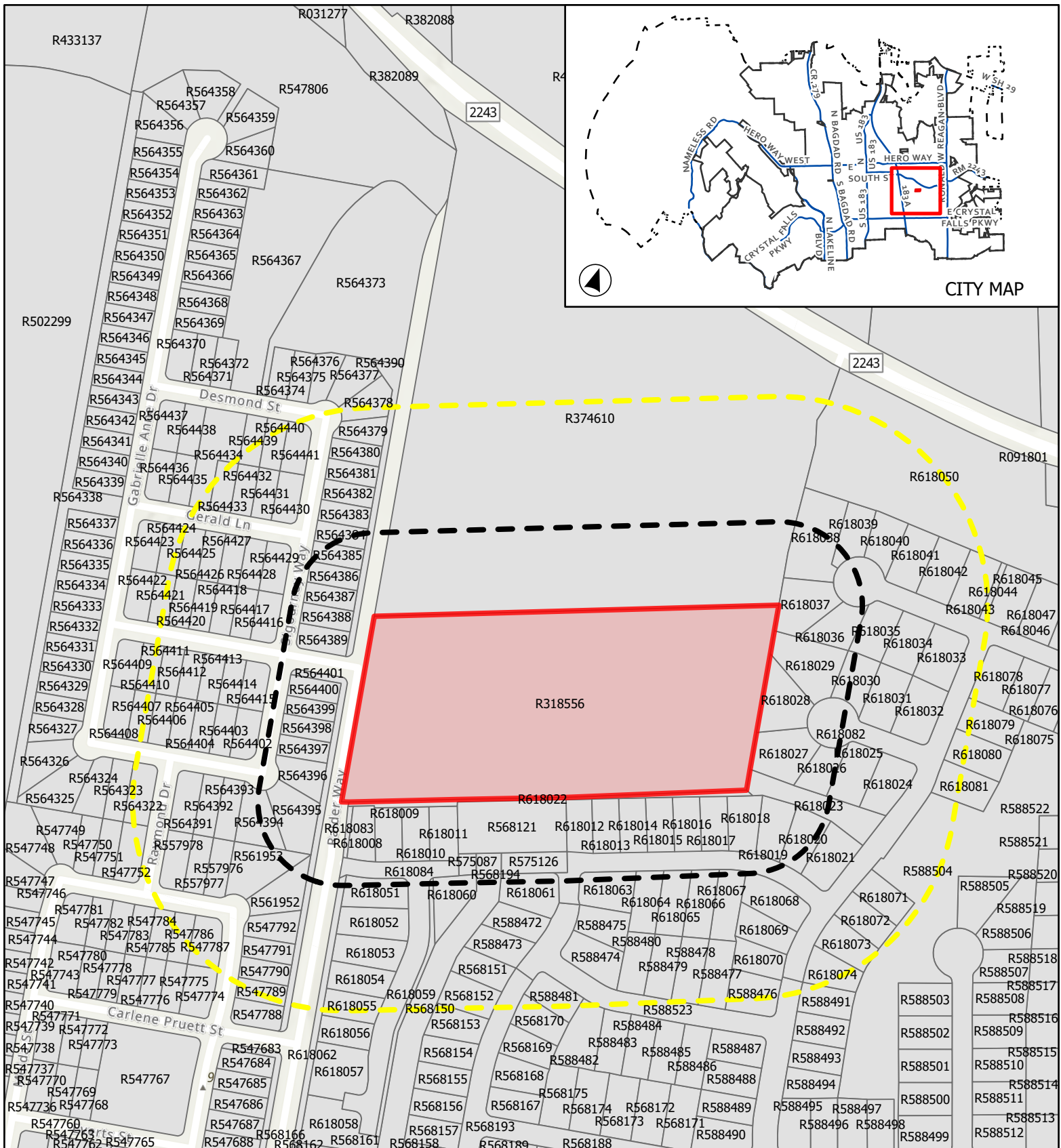
OASIS SUBDIVISION

Future Land Use Map

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- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Arterial 4 Lane, Existing
- Collector, Existing
- Collector, Proposed
- Neighborhood Residential
- Employment Center
- Greenway



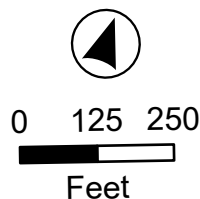
CASE: Z-24-0151

ATTACHMENT 4

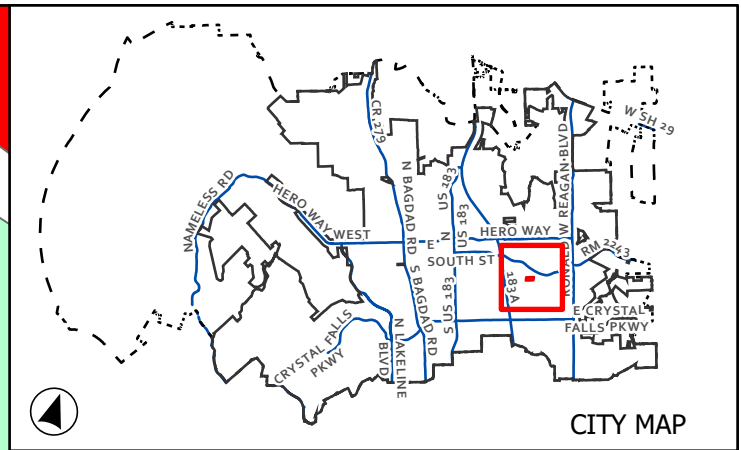
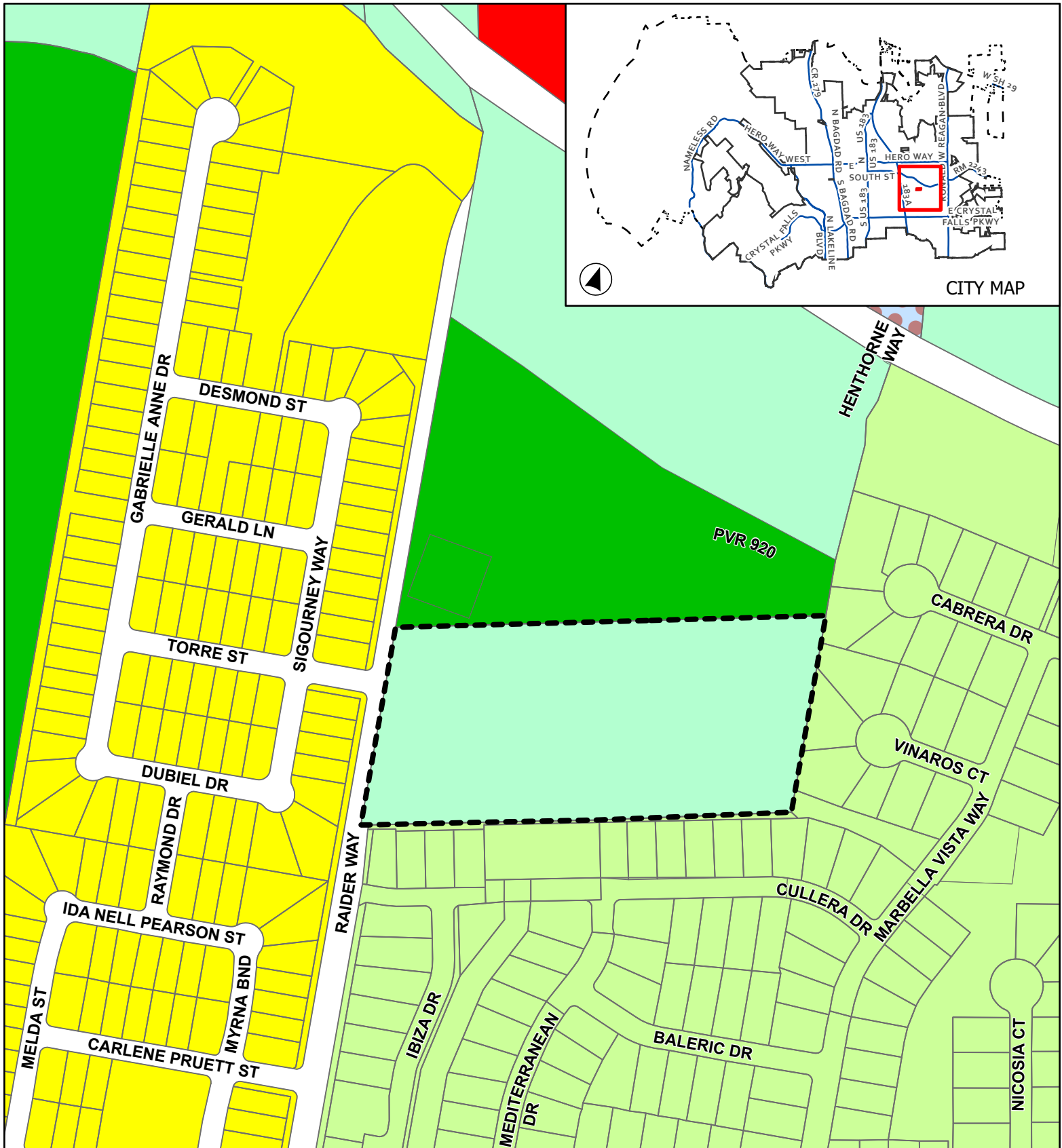
OASIS SUBDIVISION

Public Notification

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



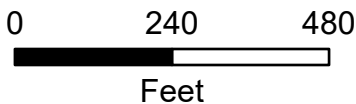
CASE: Z-24-0151

ATTACHMENT 5

OASIS SUBDIVISION

Proposed Zoning

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



City Limits
 ETJ
 Subject Boundary
Proposed Zoning
 SFR - Single-Family Rural

SFS - Single-Family Suburban
 SFU - Single-Family Urban
 SFC - Single-Family Compact
 GC - General Commercial
 PUD - Local Commercial



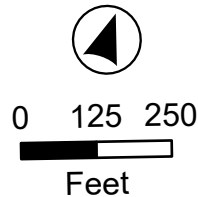
CASE: Z-24-0151

ATTACHMENT 6

OASIS 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.



- Leander City Limits
- Subject Boundary

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.

The Marbella Subdivision Neighborhood (east of the subject property) and the Stewart Subdivision Neighborhood (west of the subject property) have been notified through their HOA management teams.

Christian Alyson White a board member of Stewart Subdivision - 605 Gabrielle Anne Dr, Leander, TX 78641

Anita Chumnanvech a board member of Marbella Subdivision - 708 Palamos Dr, Leander, TX 78641

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.

Goodwin & Company - the HOA management company for Marbella Subdivision and Realmanage - the HOA management company for Stewart Crossing Subdivision were notified. The board member Christian Alyson White coordinated meeting with the residents of the both subdivisions on the a social plat form on Wednesday January 15th, 2025 at 6:30. Robin Griffin the Executive Director of Development Services with of Leander attended this meeting. In addition to the meeting, a letter of intent was sent to all the residents within 500 feet of the property. See attached letter

3. What concerns were raised during these communications?

The main concerns were the extension of Raider Way from Crystal Falls Pkwy to RM 2243 and Traffic. Marbella residents raised a concern regarding the drainage of their subdivision

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

N/A

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

Signature: Eyad Kasemi Date 02/25/2025

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 SFR-1-B (SINGLE-FAMILY RURAL) TO SFS-2-A (SINGLE-FAMILY SUBURBAN) MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 10.01 acres $\pm$; being more particularly described in Exhibit "A"; generally located east of the intersection of Raider Way and Torre Street, Leander; identified by Williamson Central Appraisal District tax identification number R318556; more particularly described in Instrument Number 1998044661; 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 SFR-1-B (Single-Family Rural) to SFS-2-A (Single-Family Suburban) as shown in Exhibit "A".

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

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

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

PASSED AND APPROVED on First Reading this the 17th day of April, 2025.

FINALLY PASSED AND APPROVED on this the 5th day of May, 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, March 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 commissioners present.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the March 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

Motion to approve Consent Agenda items 6-9.

By: Board Member Calame
Seconded: Board Member Morales

Vote: 6 - 0 None

6. Approval of the minutes for meeting held on February 27, 2025.
7. Approval of the extension of the application expiration for Site Development Case SD-23-0089 Republic Trails Retail Center; more particularly described by Williamson Central Appraisal District Parcel R663709, commonly known as 15513 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

8. Approval of the extension of the application expiration for Site Development Case SD-23-0150 Shady Brew Garden; more particularly described by Williamson Central Appraisal District Parcel R036035, commonly known as 303 W. Broade Street, Leander, Williamson County, Texas.
9. Approval of the extension of the application expiration for Site Development Case SD-23-0155 Bagdad Blueline; more particularly described by Williamson Central Appraisal District Parcels R305597, R305598, R305599, and R498660, commonly known as 3004 S. Bagdad Road, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

10. Conduct a Public Hearing regarding Ordinance Case OR-25-0028 to amend the Subdivision Ordinance to update the criteria for Short Form Final Plats and update the application extension process, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-25-0028 as described above.

Public Hearing opened at 6:03 p.m.; Public Hearing closed at 6:03 p.m.

No one wished to speak in favor or opposition of the request.

Motion to approve the Ordinance OR-25-0028.

By: Board Member Lantrip

Seconded: Board Member Mahan

Vote: 6 - 0 None

11. Conduct a Public Hearing regarding Zoning Case Z-24-0151 to amend the current zoning of SFR-1-B (Single-Family Rural) to SFS-2-A (Single-Family Suburban) on one (1) parcel of land 10.01 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R318556; and more commonly known as 551 Private Road 920, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0151 as described above.

Public Hearing opened at 6:07 p.m.; Public Hearing closed at 6:29 p.m., following discussion.

Submitted via the website in opposition of the request; see attached.

Submitted via the website and spoke in person in favor of the request:
Donna Beard, 525 Gabrielle Anne Dr., Leander, TX 78641.

Spoke in opposition of the request:

Anita Chumnanvech, 708 Palamos Dr., Leander, TX 78641

Christopher Cleveland, 1925 Cabrera Dr., Leander, TX 78641

Daniel Reed, 1929 Cabrera Dr., Leander, TX 78641

Venkat Potinent, 1805 Cabrera Dr., Leander, TX 78641

Matthew Ludlum, 6614 Corpus Christi, Austin, TX 78729

Ashwini Chitti, 1005 Almeria Bend, Leander, TX 78641

Ashwani Meenakshi, 812 Marbella Vista Way, Leander, TX 78641

Shanmugam Murali, 1908 Vinaros Ct., Leander, TX 78641

Motion to approve Zoning case Z-24-0151.

By: Board Member Calame
Seconded: Board Member Lantrip

Vote: 6 - 0 None

REGULAR AGENDA

12. Adjournment
Meeting adjourned at 6:47 p.m.

APPROVED

CHAIR

ATTEST:


STAFF LIAISON



EXECUTIVE SUMMARY
4/17/2025

AGENDA SUBJECT:

Conduct a Public Hearing regarding Ordinance Case OR-25-0028 to amend the Subdivision Ordinance to update the criteria for Short Form Final Plats and update the application extension process, and to provide for related matters; Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-25-0028 as described above.

BACKGROUND:

This request is the final step in the ordinance process. This amendment includes two (2) updates to the Subdivision Ordinance that better align this Ordinance with the Texas Local Government Code:

1. Short Form Final Plat Process – The short form final plat process is an expedited process for smaller subdivisions that do not require public improvements. The Texas Local Government Code (TLGC) was amended to remove the four-lot (4) maximum for short form final plats. This amendment includes updating the ordinance to also remove the four-lot (4) maximum.
2. Application Extension Process – The Subdivision Ordinance allows for one (1) administrative extension for applications that are expiring. The ordinance does not provide for additional extensions. The City has used an ordinance process to grant extensions. This ordinance amendment includes an extension process to allow the Planning & Zoning Commission to grant extensions to applications.

HISTORY/TIMELINE:

03/13/2025 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

City of Leander Development Services

RECOMMENDATION:

As part of the evaluation of this request, the City Council has the following options:

1. Approve the proposed ordinance amendment to update the short form final plat requirements and extension approvals;
2. Deny the proposed ordinance amendment to update the short form final plat requirements and extension approvals; or
3. Approve an alternative request that may include modifications to the number of lots associated with short form final plats or alter the extension process for subdivision applications.

Staff recommends Option 1 listed above – Approve the proposed ordinance amendments. Staff made this

recommendation based on recent legislative updates to remove the four-lot (4) maximum requirement for short-form final plats and because staff sees a need to establish an extension process for subdivision applications. This process will provide efficiency and clarity in the process for the development community.

Staff recommends approval of the ordinance amendments. During the meeting of March 13, 2025, the Planning & Zoning Commission recommended approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. OR-25-0028 Att 1 Ordinance Redline
2. OR-24-0028 Att 2 Subdivision Ordinance
3. OR-25-0028 Att 3 3-13-2025 P & Z Minutes

Section 21. Concept Plan.**(g) Application Expiration.**

- (1) The Concept Plan application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the concept plan is not approved due to the applicant's failure to cause the application to comply with applicable city regulations.
 - (2) The Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the Concept Plan. Substantial progress shall consist of, at a minimum, a resubmission of the Concept Plan and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.
 - (3) The Planning & Zoning Commission may grant additional six (6) month extensions if the applicant can show substantial progress in obtaining approval. Extension requests shall be submitted within three (3) months of the application expiration.
 - ~~(3)~~(4) After expiration of an application, any new Concept Plan will be required to be re-submitted as a new application including re-paying all of the fees associated with this process.
-

Section 22. Preliminary Plat.**(g) Application Expiration.**

- (1) The Preliminary Plat application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the Preliminary Plat is not approved due to the applicant's failure to cause the application to comply with applicable city regulations. If the Concept Plan and the Preliminary Plat applications are submitted concurrently, the Concept Plan and Preliminary Plat applications shall both expire nine (9) months after the date that all staff review comments from all reviewing departments have been issued on the applications if both the Concept Plan and Preliminary Plat are not approved due to the applicant's failure to cause the applications to comply with all applicable City regulations.
- (2) The Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the Preliminary Plat, and the Concept Plan if submitted concurrently with the Preliminary Plat application. Substantial progress shall consist of, at a minimum, a resubmission of the Preliminary Plat, the concept plan in the case of a concurrent submission, and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.
- (3) The Planning & Zoning Commission may grant additional six (6) month extensions if the applicant can show substantial progress in obtaining approval. Extension requests shall be submitted within three (3) months of the application expiration.
- ~~(2)~~(4) After expiration of an application, any new Preliminary Plat application will be required to be re-submitted as a new application including re-paying all of the fees associated with this process.

Section 23. Construction Plans.**(g) Application Expiration.**

- (1) The Construction Plans application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the construction plans are not approved due to the applicant's failure to cause the application to comply with applicable city regulations.
 - (2) The Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the construction plans. Substantial progress shall consist of, at a minimum, a resubmission of the construction plans and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.
 - (3) The Planning & Zoning Commission may grant additional six (6) month extensions if the applicant can show substantial progress in obtaining approval. Extension requests shall be submitted within three (3) months of the application expiration.
-

Section 24. Final Plat.**(g) Application Expiration.**

- (1) The Final Plat application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the final plat is not approved due to the applicant's failure to cause the application to comply with applicable city regulations.
 - (2) The Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the final plat. Substantial progress shall consist of, at a minimum, a resubmission of the final plat and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.
 - (3) The Planning & Zoning Commission may grant additional six (6) month extensions if the applicant can show substantial progress in obtaining approval. Extension requests shall be submitted within three (3) months of the application expiration.
-

Section 25. Amended Final Plats.**(h) Expiration.**

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

SUBDIVISION ORDINANCE

ARTICLE II

(3) The Planning Department may grant additional six (6) month extensions if the applicant can show substantial progress in obtaining approval. Extension requests shall be submitted within three (3) months of the application expiration.

~~(3)~~(4) Approval of an Amended Plat shall expire if said plat is not recorded in the plat records of the County within six (6) months of City approval if such delay is the result of any action or inaction by the applicant or their representative.

Section 26. Short Form Final Plats.

(a) *Purpose.* The provision of adequate data concerning land use, utility requirements, traffic impact, streets, easements and dedications is vital to ensure the continued health, safety and welfare of the City's residents. Recognizing that the significance of this data is reduced for the small scale projects that are most heavily impacted by the burden of producing this data, the City allows alternate procedures for simple resubdivisions, lot splits, and the platting of existing development and of land proposed for site development where public improvements are not required.

- (1) Applicants for subdivisions or resubdivisions not requiring public improvements may follow the procedure set forth below provided that the subdivision meets all of the following criteria:
 - (i) The City shall certify that the proposed subdivision meets all the requirements of the Short Form Final Plat.
 - (ii) No new public street shall be necessary for each lot to access a public street.
 - (iii) No off-site improvements to the City's infrastructure are determined to be necessary by the City Engineer.
 - (iv) No drainage improvements are determined to be necessary by the City Engineer.
 - ~~(v) — No more than four (4) lots are involved.~~
- (2) The Commission may require the standard Final Plat procedures outlined [in] this Ordinance, if the City determines that the plat is inconsistent with any element of the Comprehensive Plan, or any established City ordinances, codes or policies.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING SECTIONS OF CHAPTER 10, EXHIBIT A, THE SUBDIVISION ORDINANCE, TO UPDATE THE CRITERIA FOR SHORT FORM FINAL PLATS; AND UPDATE THE APPLICATION EXTENSION PROCESS; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the pursuant to the City Charter and state law, including Chapter 212, Texas Local Government Code, the City Council of the City of Leander, Texas adopts ordinances that regulate subdivision and platting in the City limits and portions of the extraterritorial jurisdiction;

WHEREAS, the City desires to amend the subdivision ordinance to update standards to comply with the Texas Local Government Code, and to create an extension process for subdivision applications;

WHEREAS, the Planning and Zoning Commission held a public hearing and voted on a recommendation on the adoption of this ordinance;

WHEREAS, the City Council held a public hearing on the proposed adoption of this ordinance; and

WHEREAS, the City Council finds that adoption of this ordinance is reasonable and necessary to promote the health, safety, morals, and general welfare of the City and the safe, orderly, and healthful development of the City;

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

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

SECTION 2. Amendment of Article II, Section 21 (g). Article II, Section 21 (g) of Exhibit A, Chapter 10 of the City of Leander Code Ordinances (the “Subdivision Ordinance”) is hereby amended in its entirety:

(g) Application Expiration.

- (1) The Concept Plan application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the concept plan is not approved due to the applicant's failure to cause the application to comply with applicable city regulations.
- (2) The Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the Concept Plan. Substantial progress shall consist of, at a minimum, a resubmission of the Concept Plan and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.
- (3) The Planning & Zoning Commission may grant additional six (6) month extensions if the applicant can show substantial progress in obtaining approval. Extension requests shall be submitted within three (3) months of the application expiration.
- (4) After expiration of an application, any new Concept Plan will be required to be re-submitted as a new application including re-paying all of the fees associated with this process.

SECTION 3. Amendment of Article II, Section 22 (g). Article II, Section 22 (g) of Exhibit A, Chapter 10 of the City of Leander Code Ordinances (the "Subdivision Ordinance") is hereby amended in its entirety:

(g) Application Expiration.

- (1) The Preliminary Plat application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the Preliminary Plat is not approved due to the applicant's failure to cause the application to comply with applicable city regulations. If the Concept Plan and the Preliminary Plat applications are submitted concurrently, the Concept Plan and Preliminary Plat applications shall both expire nine (9) months after the date that all staff review comments from all reviewing departments have been issued on the applications if both the Concept Plan and Preliminary Plat are not approved due to the applicant's failure to cause the applications to comply with all applicable City regulations.
- (2) The Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the Preliminary Plat, and the Concept Plan if submitted concurrently with the Preliminary Plat application. Substantial progress shall consist of, at a minimum, a resubmission of the Preliminary Plat, the concept plan in the case of a concurrent submission, and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

- (3) The Planning & Zoning Commission may grant additional six (6) month extensions if the applicant can show substantial progress in obtaining approval. Extension requests shall be submitted within three (3) months of the application expiration.
- (4) After expiration of an application, any new Preliminary Plat application will be required to be re-submitted as a new application including re-paying all of the fees associated with this process.

SECTION 4. Amendment of Article II, Section 23 (g). Article II, Section 23 (g) of Exhibit A, Chapter 10 of the City of Leander Code Ordinances (the “Subdivision Ordinance”) is hereby amended in its entirety:

(g) Application Expiration.

- (1) The Construction Plans application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the construction plans are not approved due to the applicant's failure to cause the application to comply with applicable city regulations.
- (2) The Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the construction plans. Substantial progress shall consist of, at a minimum, a resubmission of the construction plans and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.
- (3) The Planning & Zoning Commission may grant additional six (6) month extensions if the applicant can show substantial progress in obtaining approval. Extension requests shall be submitted within three (3) months of the application expiration.

SECTION 5. Amendment of Article II, Section 24 (g). Article II, Section 24 (g) of Exhibit A, Chapter 10 of the City of Leander Code Ordinances (the “Subdivision Ordinance”) is hereby amended in its entirety:

(g) Application Expiration.

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

- (3) The Planning & Zoning Commission may grant additional six (6) month extensions if the applicant can show substantial progress in obtaining approval. Extension requests shall be submitted within three (3) months of the application expiration.

SECTION 6. Amendment of Article II, Section 25 (h). Article II, Section 25 (h) of Exhibit A, Chapter 10 of the City of Leander Code Ordinances (the “Subdivision Ordinance”) is hereby amended in its entirety:

(h) Expiration.

- (1) The Amended Final Plat application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the amended final plat is not approved due to the applicant's failure to cause the application to comply with applicable city regulations.
- (2) The Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the amended final plat. Substantial progress shall consist of, at a minimum, a resubmission of the amended final plat and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.
- (3) The Planning Department may grant additional six (6) month extensions if the applicant can show substantial progress in obtaining approval. Extension requests shall be submitted within three (3) months of the application expiration.
- (4) Approval of an Amended Plat shall expire if said plat is not recorded in the plat records of the County within six (6) months of City approval if such delay is the result of any action or inaction by the applicant or their representative.

SECTION 7. Amendment of Renumbered Section 26 (a), Article II. Renumbered Section 26 (a), Article II, of the Subdivision Ordinance (formerly Section 20(f)) is hereby amended to read as follows:

- (a) Purpose. The provision of adequate data concerning land use, utility requirements, traffic impact, streets, easements and dedications is vital to ensure the continued health, safety and welfare of the City's residents. Recognizing that the significance of this data is reduced for the small scale projects that are most heavily impacted by the burden of producing this data, the City allows alternate procedures for simple resubdivisions, lot splits, and the platting of existing development and of land proposed for site development where public improvements are not required.
 - (1) Applicants for subdivisions or resubdivisions not requiring public improvements may follow the procedure set forth below provided that the subdivision meets all of the following criteria:
 - (i) The City shall certify that the proposed subdivision meets all the requirements of the Short Form Final Plat.
 - (ii) No new public street shall be necessary for each lot to access a public street.
 - (iii) No off-site improvements to the City's infrastructure are determined to be

necessary by the City Engineer.

(iv) No drainage improvements are determined to be necessary by the City Engineer.

- (2) The Commission may require the standard Final Plat procedures outlined in this Ordinance, if the City determines that the plat is inconsistent with any element of the Comprehensive Plan, or any established City ordinances, codes or policies.

SECTION 23. Conflicting Ordinances. Exhibit A, Chapter 1o Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

SECTION 24. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting subdivision within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 25. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter

SECTION 26. 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 27. 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 this the 17th 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, March 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 commissioners present.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the March 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

Motion to approve Consent Agenda items 6-9.

By: Board Member Calame

Seconded: Board Member Morales

Vote: 6 - 0 None

6. Approval of the minutes for meeting held on February 27, 2025.
7. Approval of the extension of the application expiration for Site Development Case SD-23-0089 Republic Trails Retail Center; more particularly described by Williamson Central Appraisal District Parcel R663709, commonly known as 15513 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

8. Approval of the extension of the application expiration for Site Development Case SD-23-0150 Shady Brew Garden; more particularly described by Williamson Central Appraisal District Parcel R036035, commonly known as 303 W. Broade Street, Leander, Williamson County, Texas.
9. Approval of the extension of the application expiration for Site Development Case SD-23-0155 Bagdad Blueline; more particularly described by Williamson Central Appraisal District Parcels R305597, R305598, R305599, and R498660, commonly known as 3004 S. Bagdad Road, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

10. Conduct a Public Hearing regarding Ordinance Case OR-25-0028 to amend the Subdivision Ordinance to update the criteria for Short Form Final Plats and update the application extension process, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-25-0028 as described above.

Public Hearing opened at 6:03 p.m.; Public Hearing closed at 6:03 p.m.

No one wished to speak in favor or opposition of the request.

Motion to approve the Ordinance OR-25-0028.

By: Board Member Lantrip

Seconded: Board Member Mahan

Vote: 6 - 0 None

11. Conduct a Public Hearing regarding Zoning Case Z-24-0151 to amend the current zoning of SFR-1-B (Single-Family Rural) to SFS-2-A (Single-Family Suburban) on one (1) parcel of land 10.01 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R318556; and more commonly known as 551 Private Road 920, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0151 as described above.

Public Hearing opened at 6:07 p.m.; Public Hearing closed at 6:29 p.m., following discussion.

Submitted via the website in opposition of the request; see attached.

Submitted via the website and spoke in person in favor of the request:
Donna Beard, 525 Gabrielle Anne Dr., Leander, TX 78641.

Spoke in opposition of the request:

Anita Chumnanvech, 708 Palamos Dr., Leander, TX 78641

Christopher Cleveland, 1925 Cabrera Dr., Leander, TX 78641

Daniel Reed, 1929 Cabrera Dr., Leander, TX 78641

Venkat Potinent, 1805 Cabrera Dr., Leander, TX 78641

Matthew Ludlum, 6614 Corpus Christi, Austin, TX 78729

Ashwini Chitti, 1005 Almeria Bend, Leander, TX 78641

Ashwani Meenakshi, 812 Marbella Vista Way, Leander, TX 78641

Shanmugam Murali, 1908 Vinaros Ct., Leander, TX 78641

Motion to approve Zoning case Z-24-0151.

By: Board Member Calame
Seconded: Board Member Lantrip

Vote: 6 - 0 None

REGULAR AGENDA

12. Adjournment
Meeting adjourned at 6:47 p.m.

APPROVED

CHAIR

ATTEST:


STAFF LIAISON



EXECUTIVE SUMMARY
4/17/2025

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

BACKGROUND:

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. The first and second readings of the ordinance were delayed by City Council action to allow additional time to research the request. The new hearing dates are April 17, 2025 for the first reading and May 1, 2025 for the second reading of the ordinance.

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 elevated storage tank proposed on Hero Way.

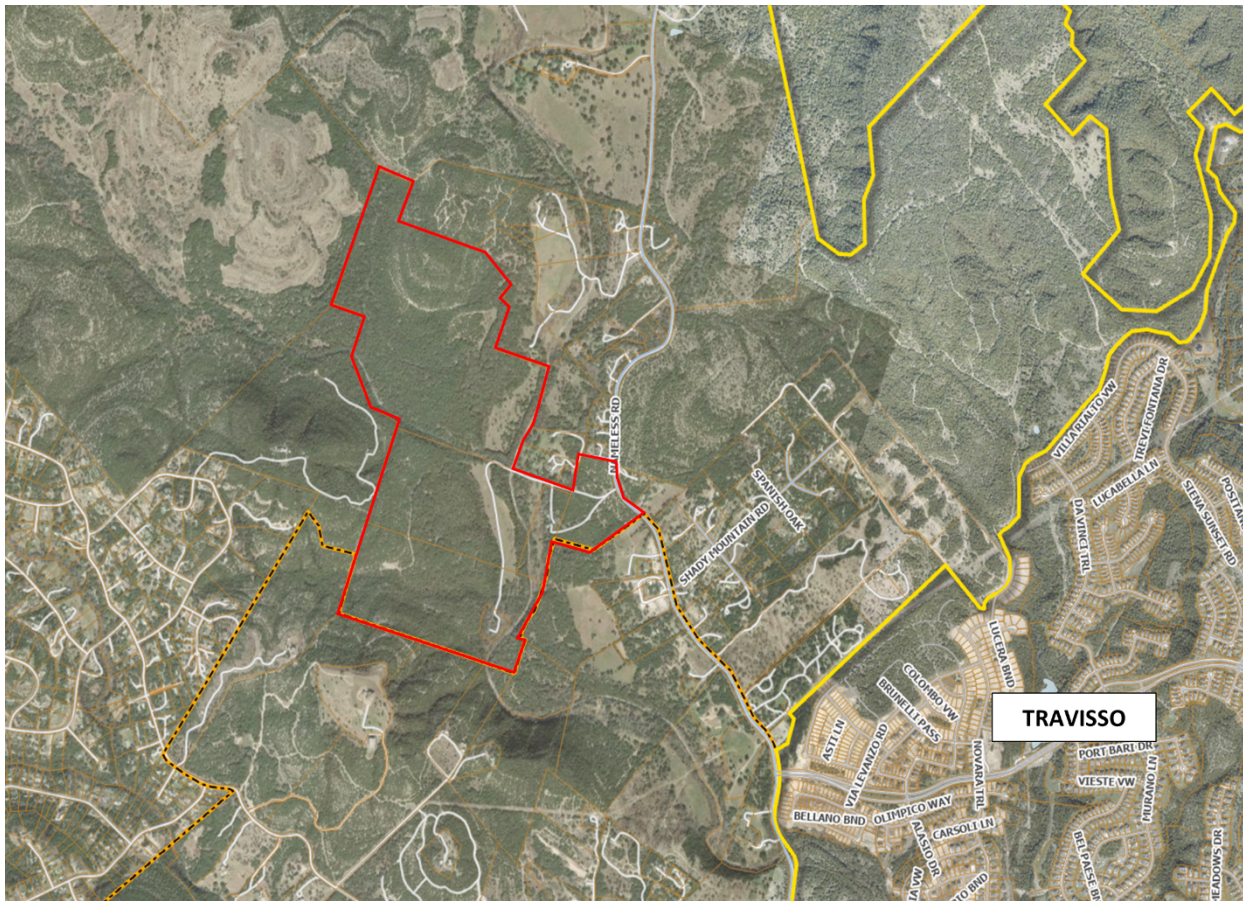
The City Council discussed this item during the March 6, 2025 meeting and expressed concerns regarding annexation of the property and the ability for the City to serve the property with Police and Fire Service. Action on the item was tabled to provide time for staff to meet with the developer.

APPLICANT REQUEST:

The developer is proposing an annexation and zoning change for 337.292 acres of land with access off Nameless Road to allow for a large lot development. The proposal includes three (3) phases of residential development. The request for annexation is needed to allow for one-acre (1) lots, Travis County requires a minimum of three (3) acres. The applicant does intend to use City water and extend it from the Travisso Subdivision.

SIZE & LOCATION:

The property is located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, including approximately 337.292 acres. The land includes significant topography and floodplain that extends through the development. Hazardous materials and underground storage are not proposed.



LAND USE:

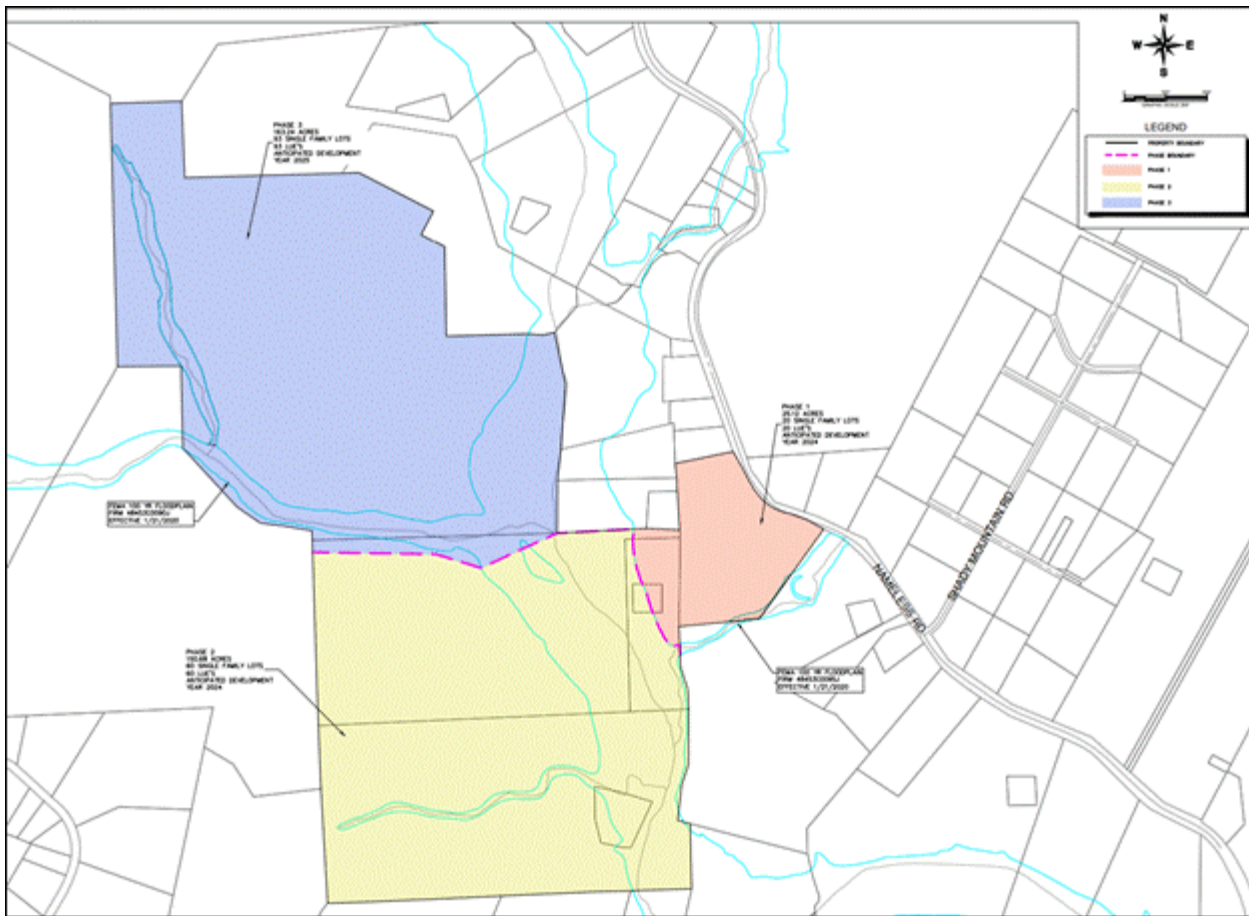
SFR-2-B (Single-Family Rural) – Requires a one-acre lot minimum. Since septic is proposed, they will be required to provide a minimum of one-acre lots. The future land use category is Rural which supports large lot residential development. An amendment to the Comprehensive Plan is not required. This property is not subject to an annexation development agreement.

PROPOSED CONCEPT PLAN:

Phase 1 (orange) – 20 lots

Phase 2 (yellow) – 60 lots

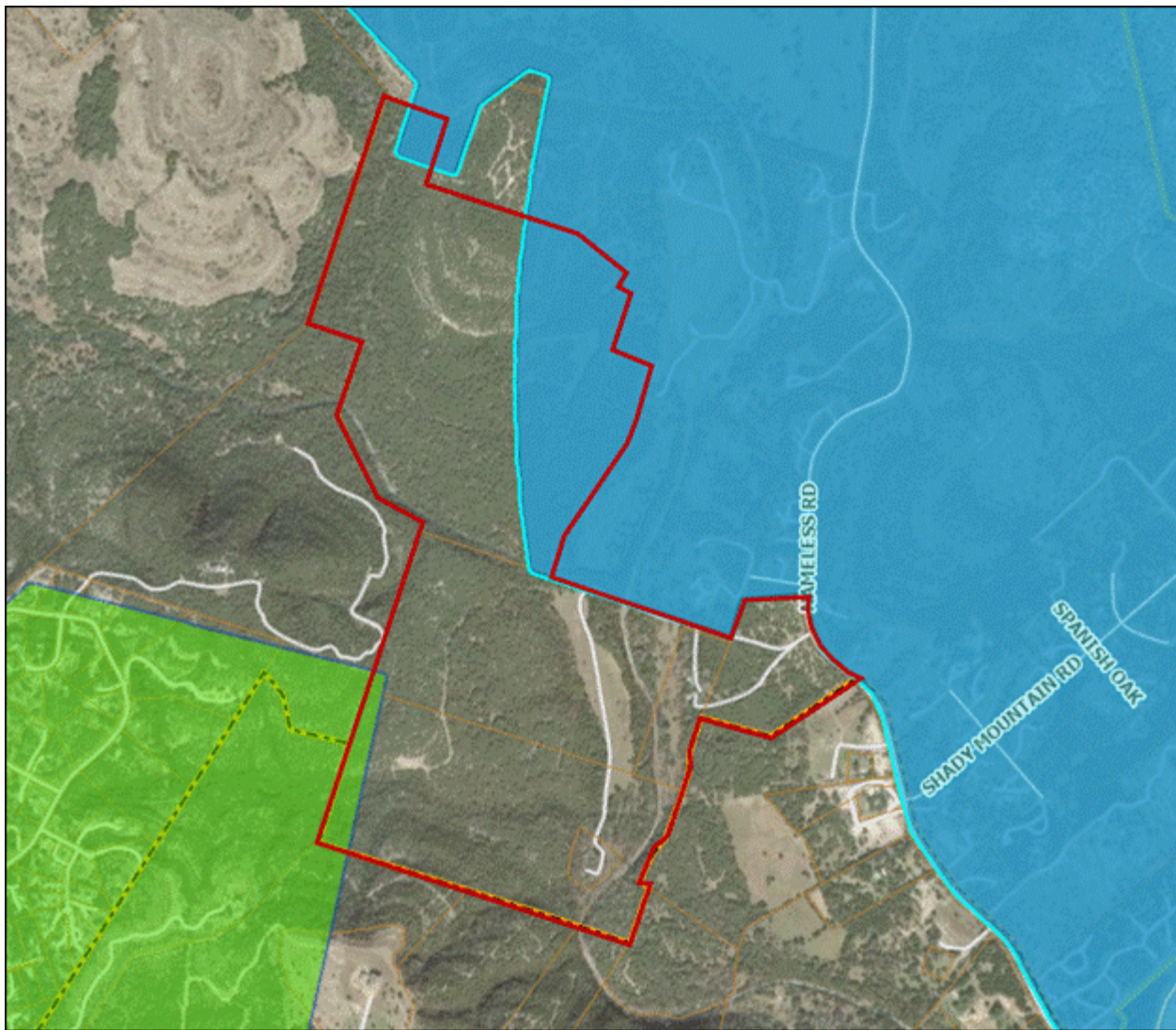
Phase 3 (blue) – 93 lots



UTILITIES:

A portion of the property is located in the Leander Water CCN (blue) and Aqua Water CCN (green) below. A portion of the property is located in the Leander Wastewater CCN (blue) below. The proposal includes extending the City's water system and providing on-site septic systems for the individual lots.

A water model was completed and confirms that the City can serve 184 lots without upgrading the system. In order to increase the lot count, the Elevated Storage Tank proposed to be located on Hero Way will need to be completed.



ROAD NETWORK:

This proposal will include a series of internal roads to serve the neighborhood. The developer is currently proposing public streets. Nameless Road is a substandard road that is in poor condition. It is currently maintained by Jonestown and Travis County. The developer will need to complete a traffic study, make some improvements to the road and the extent of the improvements will be determined at the development stage.

The adjacent portion of Nameless Road will need to be annexed as part of this request. The future access points have not been identified.

With the number of single-family homes proposed, the development will be required to have a secondary access road, or the homes would have to be equipped with residential fire sprinkler systems as required by the fire code.

PARKLAND:

The developer has proposed to dedicate 6.1 acres of parkland per the draft concept plan as well as pay a fee in lieu of parkland to make up the difference. The Parks Master Plan does not include a trail network at this location. The developer is proposing private parkland and a trails system.

EMERGENCY SERVICES:

This property is located in both the Travis County ESD No 1 and Travis County ESD No 7. Typically, when a property is annexed the property is removed from the ESD (Emergency Services District). Legal has confirmed

that we can annex the property and leave the property within the ESD boundaries. If the City elects not to remove the property from the ESDs, then the Municipal Services Agreement should be modified to reflect that the ESDs will provide fire and EMS services. If the property remains in the ESDs' service territory, the ESDs will continue to impose its sales tax on the property and the City will collect no sales tax from the property.

City response time may increase if the City chooses to buy out ESD No 1 and/or ESD 7. Williamson County EMS will serve land that is in Williamson County or the current city limits. If this property is added to the city limits, the Williamson County EMS service will not be extended to this area because this area is located in Travis County. The city will need to work with Travis County EMS or Travis County ESD No 7.

POTENTIAL ADVANTAGES & DISADVANTAGES:

Potential Advantages and Disadvantages of Annexing	Potential Advantages and Disadvantages of not Annexing
A new large lot development with parks and trails will provide housing opportunities to citizens of Leander. (Advantage)	Land-use controls will not apply. The City will not be able to limit lot size or land use, but the developer can have access to the water. (Disadvantage)
This development would bring high-quality residential houses to the area. (Advantage)	This development offers high-quality residential houses on developable acreage lots with a large greenbelt and would provide large lot housing for the community. Not annexing could make it more difficult to develop. (Disadvantage)
The City would collect property taxes and utility billing-related revenues. (Advantage)	The City would not be able to collect property taxes and would only collect limited utility billing-related revenues. (Disadvantage)
The City would have to provide traffic enforcement and maintenance of all public roadways, public parkland, and water-related infrastructure (Disadvantage)	The City would not have to provide police-related services, code enforcement, or roadway maintenance, and would continue to only provide existing levels of mutual aid-related fire services. (Advantage)
The City would need to annex a portion of Nameless Road and take on its maintenance.(Disadvantage)	

HISTORY/TIMELINE:

02/06/2025 Annexation – City Council Resolution Adopted
 03/06/2025 Annexation – City Council, 1st Public Hearing & 1st Reading of the Ordinance (postponed)
 02/13/2025 Zoning Request – Planning & Zoning Commission, 1st Public Hearing (approval)
 03/20/2025 Zoning Request – City Council, 2nd Public Hearing & 1st Reading of the Ordinance (postponed)
 03/20/2025 Annexation – City Council, 1st Reading of the Ordinance (postponed)

APPLICANT/AGENT:

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

RECOMMENDATION:

As part of the evaluation of this request, the City Council has the following options:

1. Approve the first reading of the annexation ordinance;
2. Approve the first reading of the annexation ordinance with the following conditions:
 - a. The property shall remain in the Travis County ESD No 1 and Travis County ESD No 7;
 - b. All interior streets shall be privately owned and maintained; and

- c. All parkland shall be privately owned and maintained.
3. Deny the requested annexation.

Staff recommends Option 2 listed above – Approve the first reading of the annexation ordinance and direct staff to bring back a modified Municipal Service Agreement for second reading with the following changes:

- a. The property shall remain in and be served by the Travis County ESD No 1 and Travis County ESD No 7;
- b. All interior streets shall be privately owned and maintained; and
- c. All parkland shall be privately owned and maintained.

These conditions will address the concerns regarding any added strain on emergency services, road maintenance, and parkland maintenance. Staff made this recommendation based on the surrounding residential land uses, the future land use plan from the Comprehensive Plan, and the desire to manage land uses and water supply.

The next item on the agenda is the zoning case associated with this development. Action on this item does not approve the zoning.

PRESENTER:

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

Fiscal Impact

Attachments:

1. A-24-0015 Att 1 Oakwood Hills Resolution
2. A-25-0020 Att 2 Oakwood Hills Resolution ROW
3. A-24-0015 & A-25-0019 Att 3 Location Map - Oakwood Hills
4. A-24-0015 Att 4 Ordinance - Oakwood Hills
5. A-25-0019 Att 5 Ordinance - Oakwood Hills ROW

RESOLUTION NO.

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

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

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

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

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

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

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

Section 2. Proceedings. The petition for annexation, attached hereto as **Exhibit A**, of the Subject Property described hereinbelow and further described in **Exhibit B** and the service plan attached hereto as **Exhibit C**, are hereby accepted (all exhibits described herein are incorporated by reference herein for all purposes).

Subject Property:

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

A public hearing has been set for the date of **Thursday March 6, 2025**. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, **Exhibit B** shall control.

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

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED this the ____ day of _____, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

PETITION

(see attached)

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

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

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

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

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

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

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

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

NOW THEREFORE, the undersigned by this Petition and Request:

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

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

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

SECTION THREE: Acknowledges executing and entering into the agreement, attached hereto as Exhibit C, and that such agreement is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and to publish notice and hold the requisite public hearing thereon, in accordance with the applicable laws of the State of Texas.

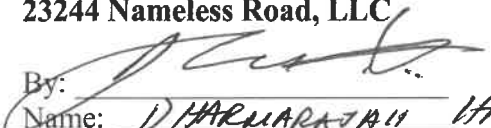
SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the written agreement regarding the provision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

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

FILED, this ¹⁷14 day of JANUARY 2025, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner:

23244 Nameless Road, LLC

By: 

Name: DHANARAJ

Title: MANAGER

HARIKUMAR DASALI

STATE OF TEXAS

COUNTY OF

HARRIS

§
§
§

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14th day of JAN. 2025.

(SEAL)



ChingLung Wang
Notary Public - State of Texas

Exhibit B

PROPERTY DESCRIPTION

(see attached)

LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

7-15-2022

Date:



Exhibit C

SERVICE AGREEMENT

[SEE ATTACHED]

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

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation (“City”), and the 23244 Nameless Rd, LLC (“Landowner”). The City and the Landowner may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

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

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

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

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Routine maintenance as presently performed by the City.

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

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

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

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

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

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

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

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

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

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

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

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

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

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

EXECUTED and AGREED to by the Parties this the ____ day of _____, 20__.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Todd Parton, City Manager

LANDOWNER(S):

Signature: [Signature]

Name (print): DHARMARAJAH HARIKUMAR RAJAH

Title: MANAGER

Date: 01/29/2025

Signature: _____

Name (print): _____

Title: _____

Date: _____

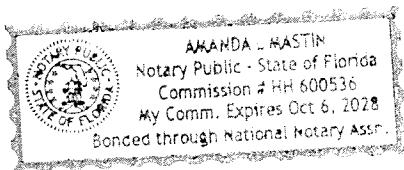
FLORIDA
~~STATE OF TEXAS~~ §
§
COUNTY OF BROWARD §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DHARMARAJAH HARIKUMAR RAJAH on behalf of 23244 Nameless Rd., LLC, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29 day of JANUARY, 2025.

(SEAL)

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



RESOLUTION NO. _____

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

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

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

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

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

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

Section 2. Annexation of Right-of-Way. The City desires to annex that portion of Nameless Road owned and maintained by Travis County as depicted in **Exhibit A** attached hereto and incorporated by reference herein for all purposes and has provided notice of this intent to annex this right of way on the 3rd day of January 2025.

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

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED this the ____ day of _____, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

Proposed Right-of-Way Annexation

(See Attached)

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 17th day of April, 2025.

FINALLY PASSED AND APPROVED on this 1st day of May, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

SERVICE AGREEMENT

[SEE ATTACHED]

Exhibit B

PROPERTY DESCRIPTION

[SEE ATTACHED]

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 17th day of April, 2025.

FINALLY PASSED AND APPROVED on this 1st day of May, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

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



EXECUTIVE SUMMARY
4/17/2025

AGENDA SUBJECT:

Discuss and consider action on the first reading of an Ordinance 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.

BACKGROUND:

This request is the next step in the zoning process. This property is located west of Nameless Road and the Travisso subdivision, outside 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. 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.

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.

GENERAL INFORMATION:

Current Zoning: Interim SFR-1-B (Single-Family Rural) – if the annexation request is approved.

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

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

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 farther south.

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. 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.

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.

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.

PLANNING & ZONING COMMISSION ACTION

Staff recommends approval. The Planning & Zoning Commission unanimously recommended approval during the February 13, 2025 meeting.

CITY COUNCIL ACTION:

The City Council delayed action on the first reading of the ordinance to allow additional time for staff to work with the developer and legal to address concerns.

HISTORY/TIMELINE:

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

03/20/2025 – City Council, 2nd Public Hearing

APPLICANT/AGENT:

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

RECOMMENDATION:

As part of the evaluation of this request, the City Council has the following options:

1. Approve the requested zoning of SFR-2-B (Single-Family Rural);
2. Deny the requested zoning of SFR-2-B (Single-Family Rural); or
3. Approve an alternative request that may include a more restrictive site component (Type 1).

Staff recommends Option 1 listed above – Approve the requested zoning of SFR-2-B (Single-Family Rural).

Staff made this recommendation based on the surrounding residential land uses and the future land use plan from the Comprehensive Plan.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-24-0124 Att 1 Letter of Intent - 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 Neighborhood Communication - Oakwood Hills Subdivision
8. Z-24-0124 Att 8 Ordinance - Oakwood Hills Subdivision
9. Z-24-0124 Att 9 2-13-2025 P & Z Minutes

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

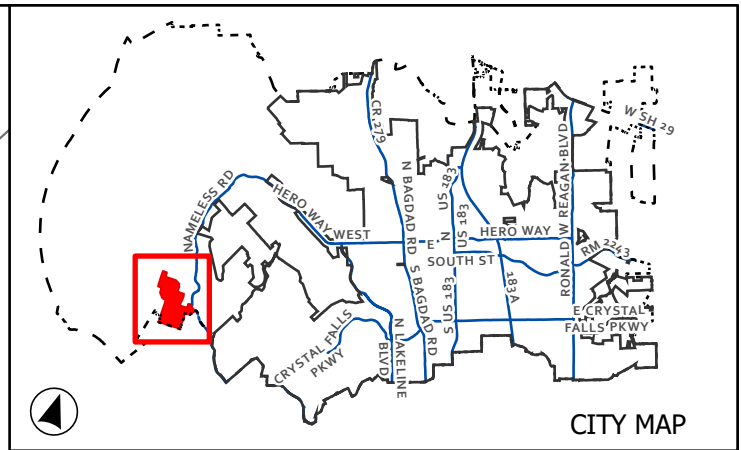
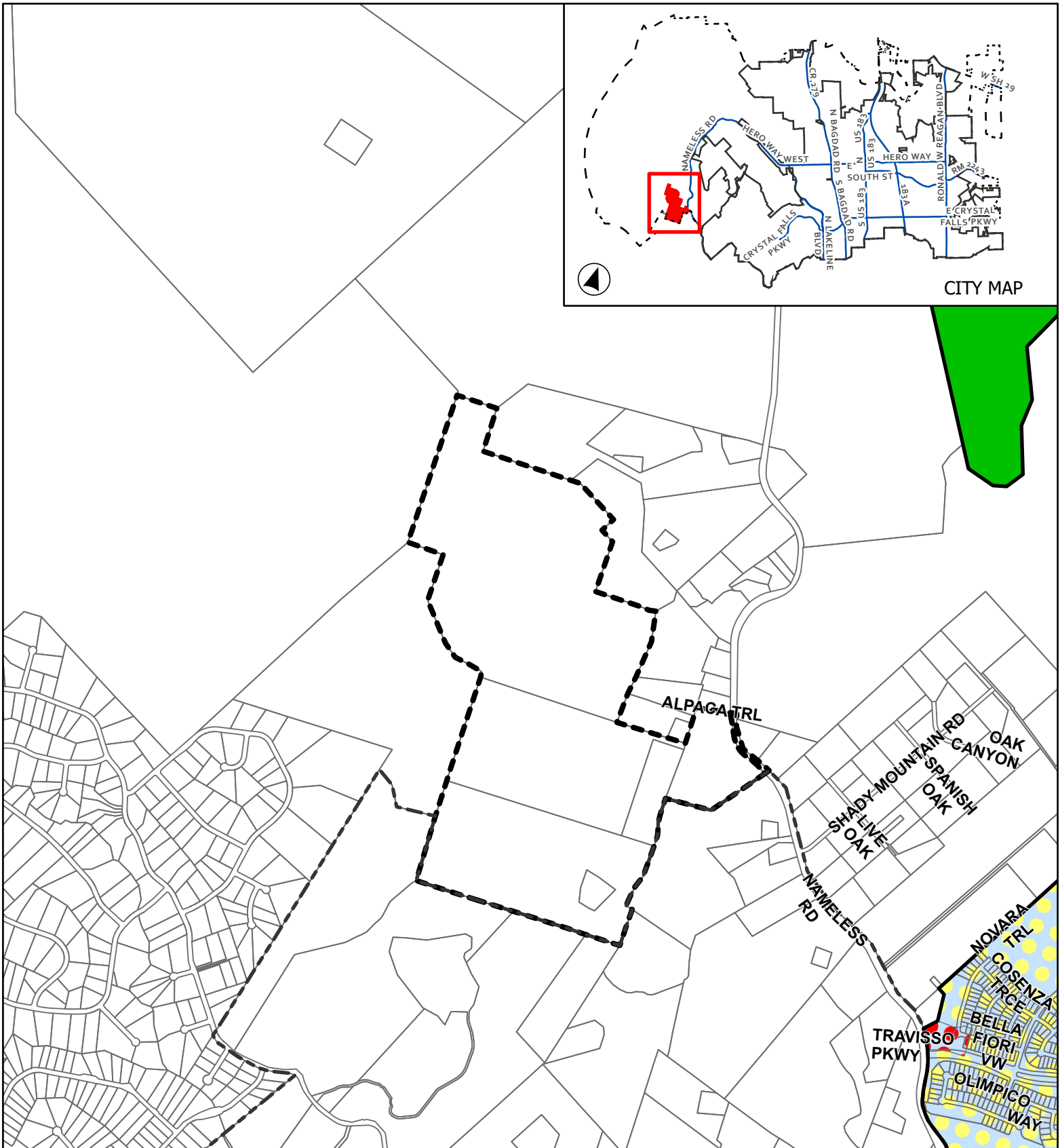
If you have any questions or require additional information, please contact our office.

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"



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

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.

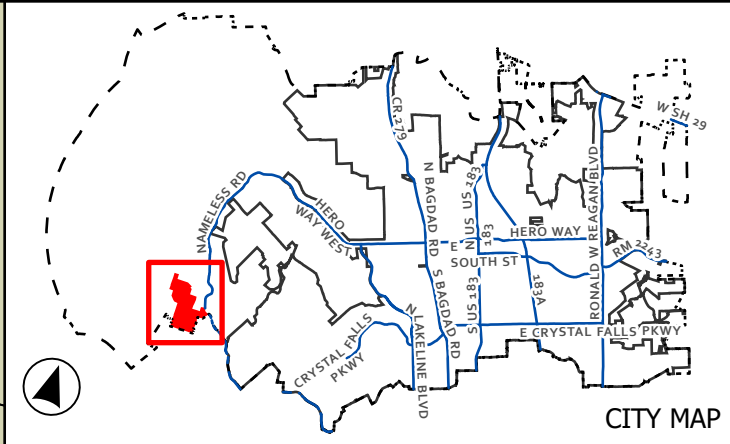
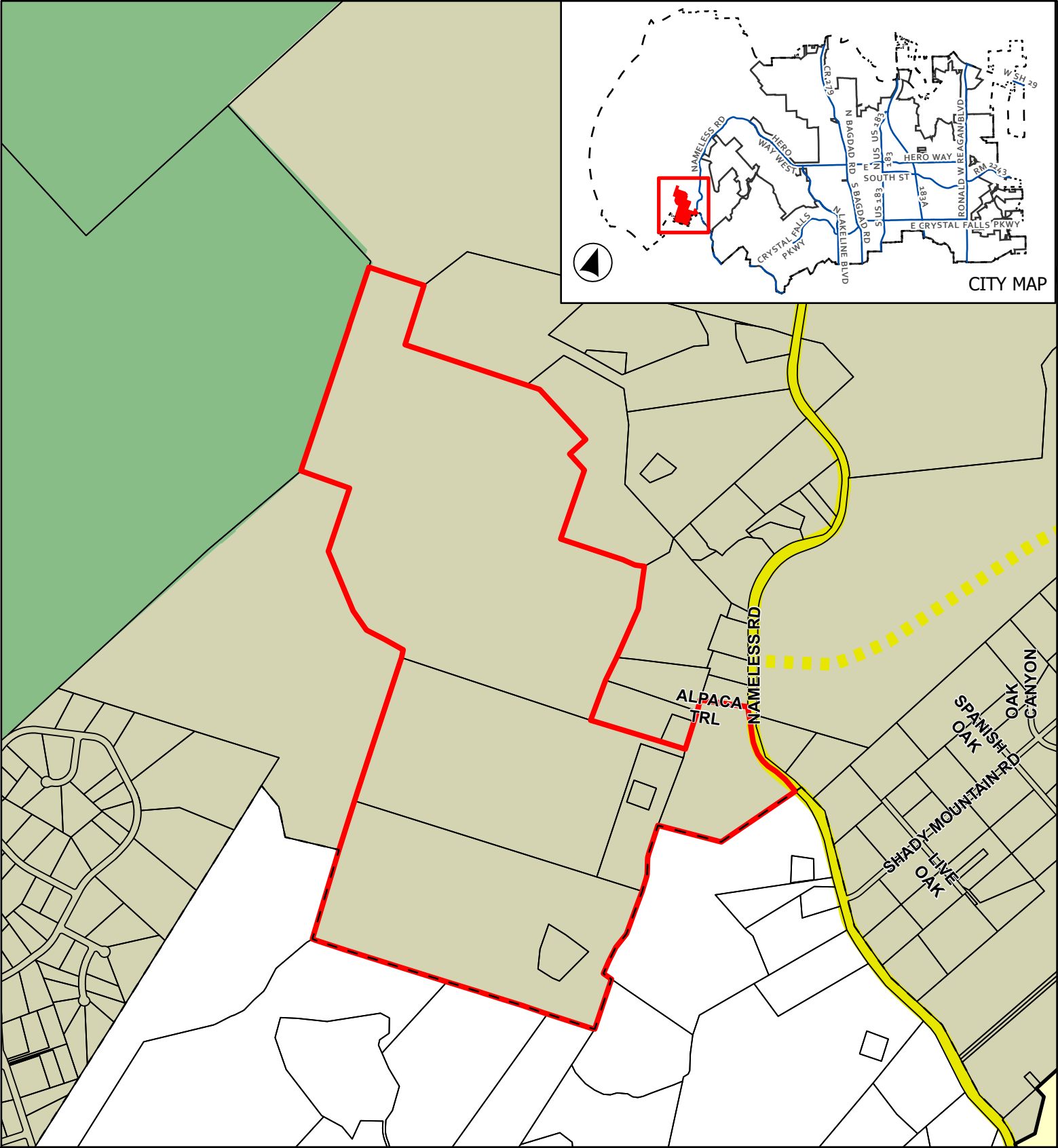


0 1,250 2,500
Feet

- 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

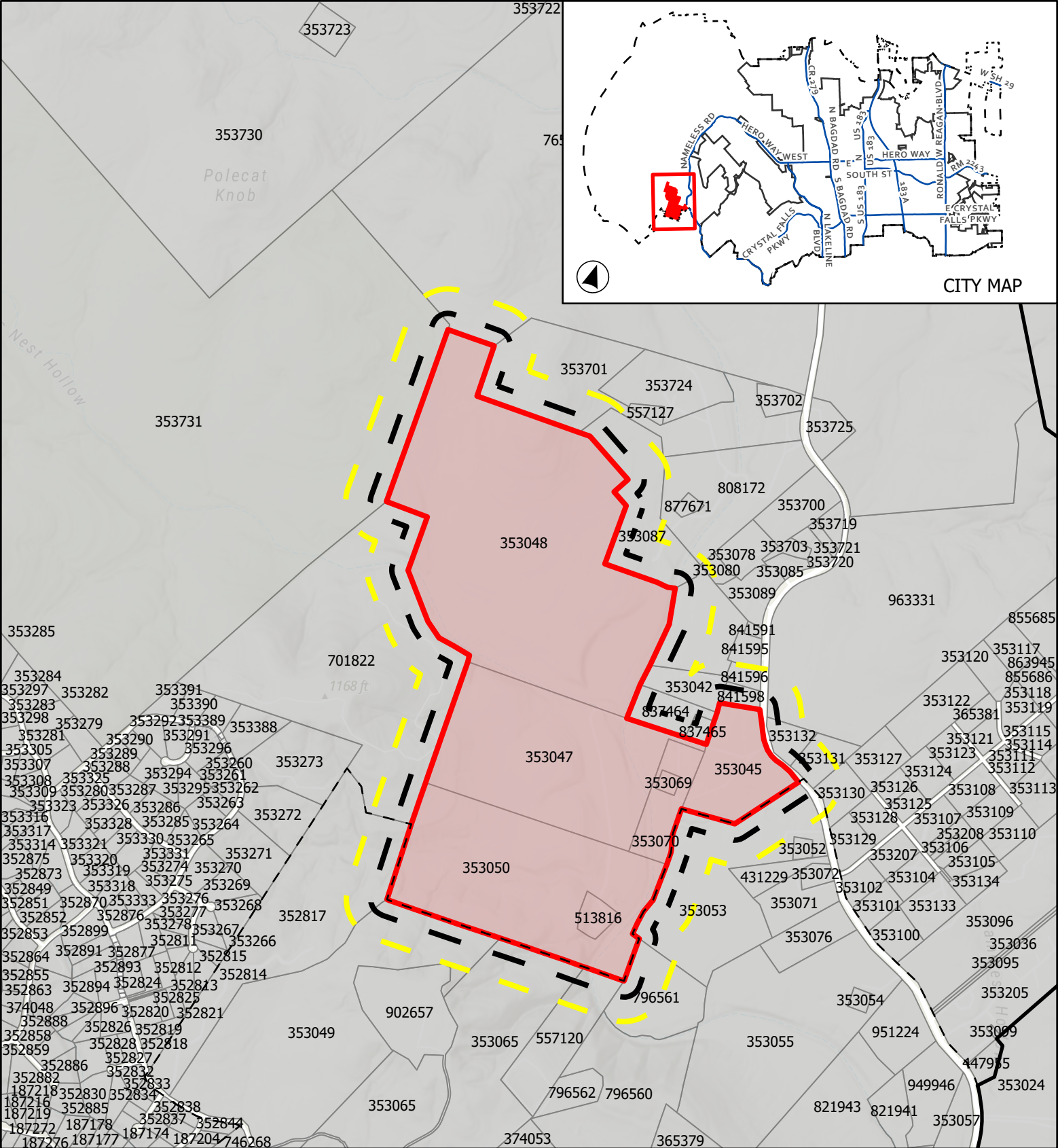


Feet

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

- Neighborhood Residential
 - Parks and Preserves
- ## Thoroughfare Plan
- Collector, Existing
 - Collector, Proposed

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CASE: Z-24-0124

ATTATCHMENT 4

OAKWOOD HILLS SUBDIVISION

Public Notification

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0 500 1,000

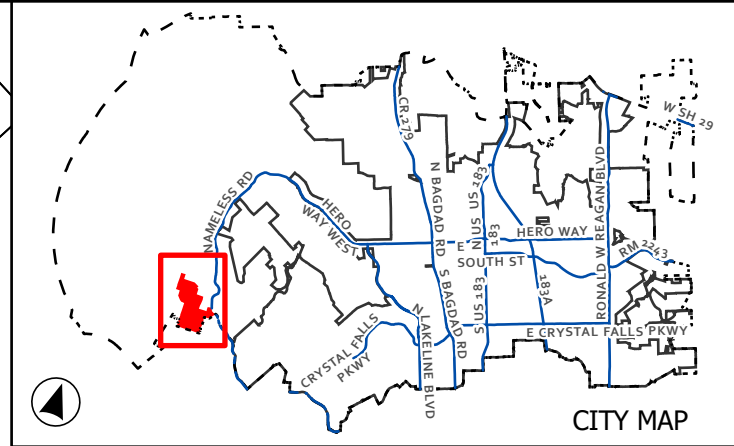
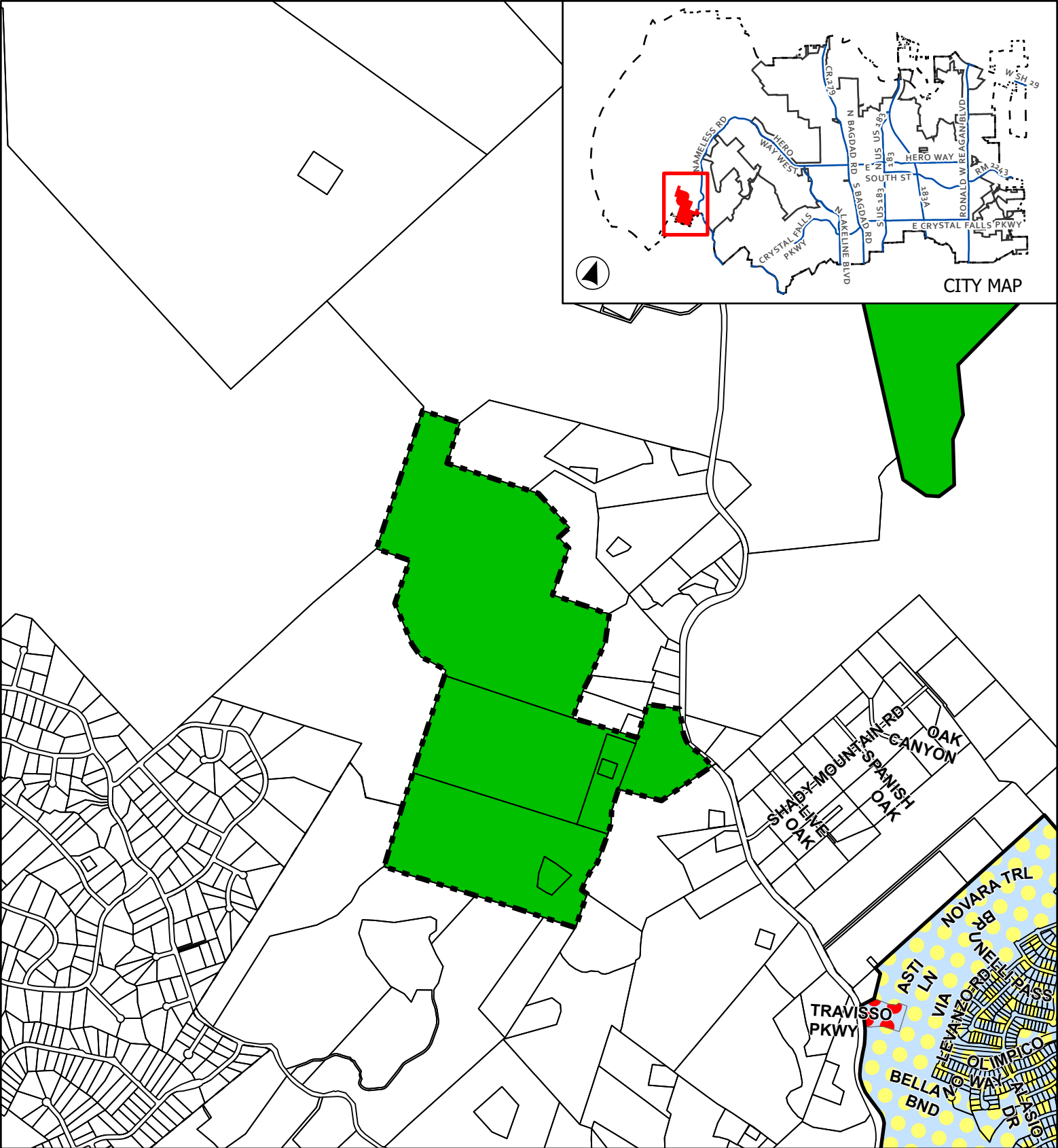
Feet

-  City Limits
 ETJ Boundary
 Subject Boundary

Notification Buffer

200'

Page 233 of 336



CASE: Z-24-0124

ATTACHMENT 5

OAKWOOD HILLS SUBDIVISION

Proposed Zoning

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary

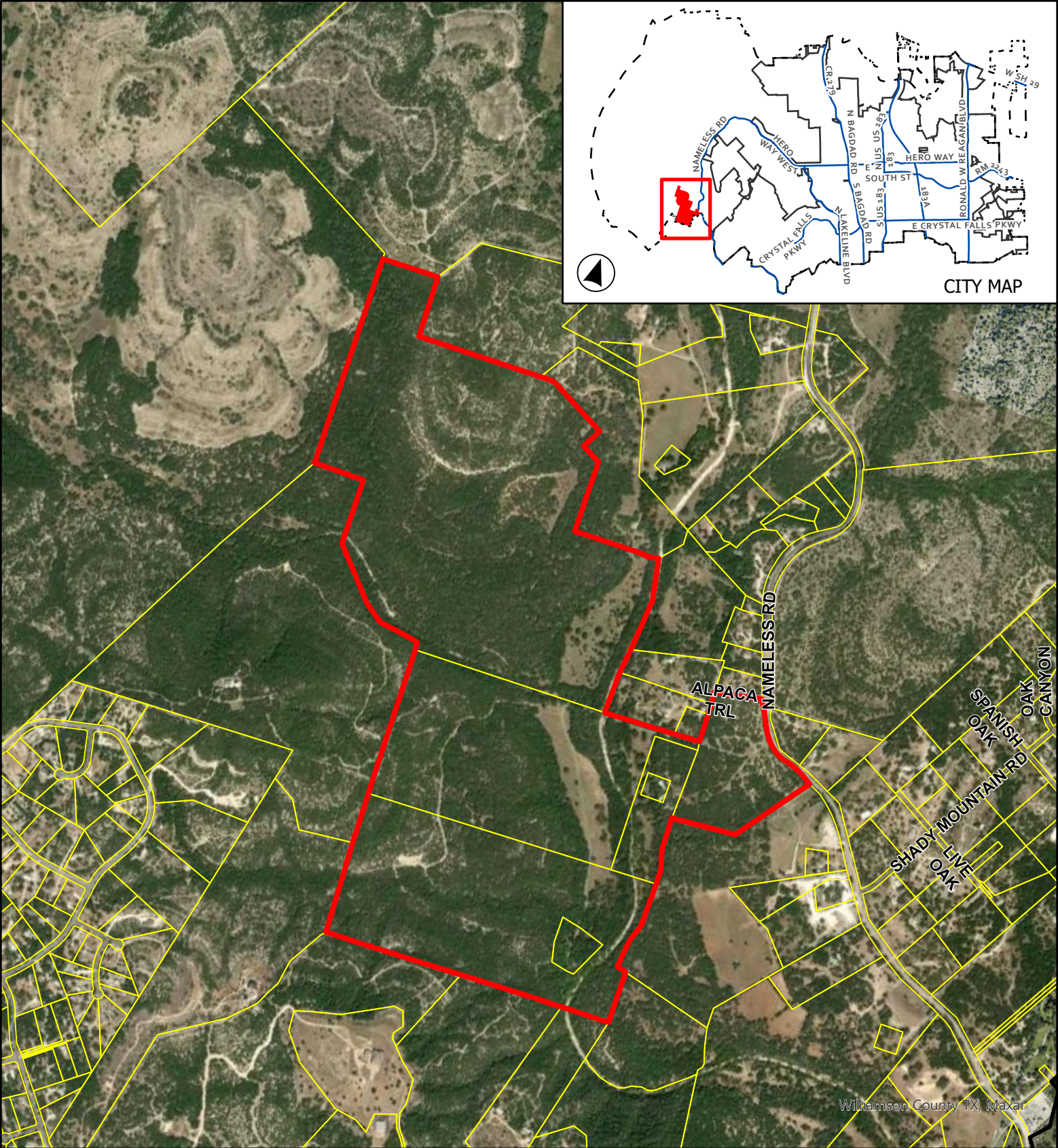
- SFR - Single-Family Rural
- PUD - Single-Family
- PUD - General Commercial



0 500,000

Page 234 of 336

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



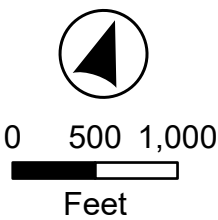
CASE: Z-24-0124

ATTACHMENT 6

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.



- Leander City Limits
- Subject Boundary

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 17th day of April, 2025.
FINALLY PASSED AND APPROVED on this the 1st day of May, 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
4/17/2025

AGENDA SUBJECT:

Discuss and consider action on a waiver to the residential phasing plan requirements for Subdivision Case CP-24-0041 Lone Star Landing Phase 2 Concept Plan on one (1) parcel of land 37.015 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031560; and generally located at 800 CR 177, Leander, Williamson County, Texas.

BACKGROUND:

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

This proposal is for the approval of the Lonestar Landing Phase 2 Phasing Plan, which would allow for the development of 59 residential units in one phase. 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.

This concept plan includes 21.71 acres of residential development and the future extension of Crystal Falls Parkway. The associated Concept Plan for Lone Star Landing Phase 1 was approved by the City Council on June 1, 2023 and accounted for this area. During the December 19, 2024, the City Council approved the zone change to the area designated as Phase 2 to match the zoning district of Phase 1.

HISTORY/TIMELINE:

02/16/2017 – Annexation Approved
01/05/2023 – Zoning Approved, Phase 1
06/01/2023 – Phase 1 Concept Plan Approved
12/14/2023 – Phase 1 Preliminary Plat Approved
12/19/2024 – Zoning Approved, Phase 2

APPLICANT/AGENT:

Eli Engineering, PLLC. (Gary Eli Jones, P.E.) on behalf of Texas Lone Star Landing, LLC. (Mallik Gilakattula)

RECOMMENDATION:

As part of the evaluation of this request, the City Council has the following options:

1. Approve the proposed waiver to the residential subdivision phasing requirements; or
2. Deny the proposed waiver to the residential subdivision phasing requirements. This action would require the applicant to revise their plan and present a phasing plan to the City Council.

Staff recommends Option 1 listed above – Approve the proposed waiver to the residential subdivision phasing requirements. Staff made this recommendation based on total lot count for this subdivision. This subdivision includes 59 lots and phasing the development would not have a significant impact, but would provide challenges as part of the development.

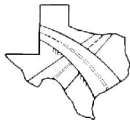
PRESENTER:

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

Fiscal Impact

Attachments:

1. CP-24-0041 Att 1 Waiver Request - Lone Star Landing Phase 2
2. CP-24-0041 Att 2 Concept Plan - Lone Star Landing Phase 2
3. CP-24-0041 Att 3 Location Map - Lone Star Landing Phase 2



Firm # 17877

March 4, 2025

Mr. Justin Hunt
City of Leander
PO Box 319
Leander, TX 78646

Re: Lone Star Landing – Phase 2 Concept Plan (CP-24-0041)
Phasing Plan Waiver

Dear Mr. Hunt:

As discussed, I am requesting a waiver from the Phase requirements referenced in Section 13.12.003 for the Lone Star Landing Phase 2 subdivision due to the number of lots and really no sensible way to phase the lots north of Crystal Falls Parkway.

If you have any questions or comments, please feel free to contact me at (512) 658-8095 or gejtexas@gmail.com.

Sincerely,

Gary Eli Jones, P.E.
Member

*LONE STAR LANDING
PHASE TWO
CONCEPT PLAN*

PROJECT NO.: CP-24-0041

FILING DATE: 01/14/2025

LAND USE				
	ZONING	AREA	LOTS	UPA
PHASE 1	SFS-2-B RESIDENTIAL	15.31	48	3.27
PHASE 2	SFS-2-B RESIDENTIAL	21.71	59	2.72
	TOTAL	37.01	107	2.89

<u>ENGINEER AND AGENT</u> ELI ENGINEERING, P.L.L.C. 700 THERESA COVE CEDAR PARK, TEXAS 78613 CONTACT: GARY ELI JONES, P.E. 512-918-0819 F:512-632-0560 gelytexas@gmail.com	<u>SURVEYOR</u> ABRAM C. DASHNER, R.P.L.S. NO. 5901 6448 HWY 290 EAST, SUITE B-105 AUSTIN, TX 78723 512-244-3395 TBPELS FIRM NO. 10194754
<u>APPLICANT</u> TEXAS LONE STAR LANDING, L.L.C. 3320 PRENTISS LANE LEANDER, TEXAS 78641 CONTACT: MALLIKARJUN GILAKATTULA 512-761-8025 mallik246@gmail.com	<u>WATER</u> CITY OF LEANDER 607 MUNICIPAL DRIVE LEANDER, TEXAS 78641 PHONE: 512-259-2640
<u>ELECTRIC</u> PEDERNALES ELECTRIC COOPERATIVE 1949 WEST WHITESTONE BLVD. CEDAR PARK, TEXAS 78613 888-554-4732	<u>WASTEWATER</u> CITY OF LEANDER 607 MUNICIPAL DRIVE LEANDER, TEXAS 78641 PHONE: 512-259-2640
	<u>TELEPHONE</u> AT&T 208 SOUTH ACKARD STREET DALLAS, TEXAS 75202 888-333-6651 CONTACT: -----

* ESTIMATED FROM SERVICE AREA MAPS; THE CONTRACTOR IS ENTIRELY RESPONSIBLE FOR PROPER UTILITY NOTIFICATION OF CONSTRUCTION ACTIVITIES AND CALLING FOR "LOCATES" OF EXISTING UTILITIES WITH EACH ACTUAL UTILITY COMPANY; REGARDLESS OF WHAT IS SHOWN ON THIS SHEET OR IN THESE PLANS. NOT ALL UTILITIES PARTICIPATE IN THE TEXAS EXCAVATION SAFETY SYSTEM, CONTRACTOR TO DO HIS OWN SUB-SURFACE UTILITY RESEARCH PRIOR TO ANY CONSTRUCTION ACTIVITY.

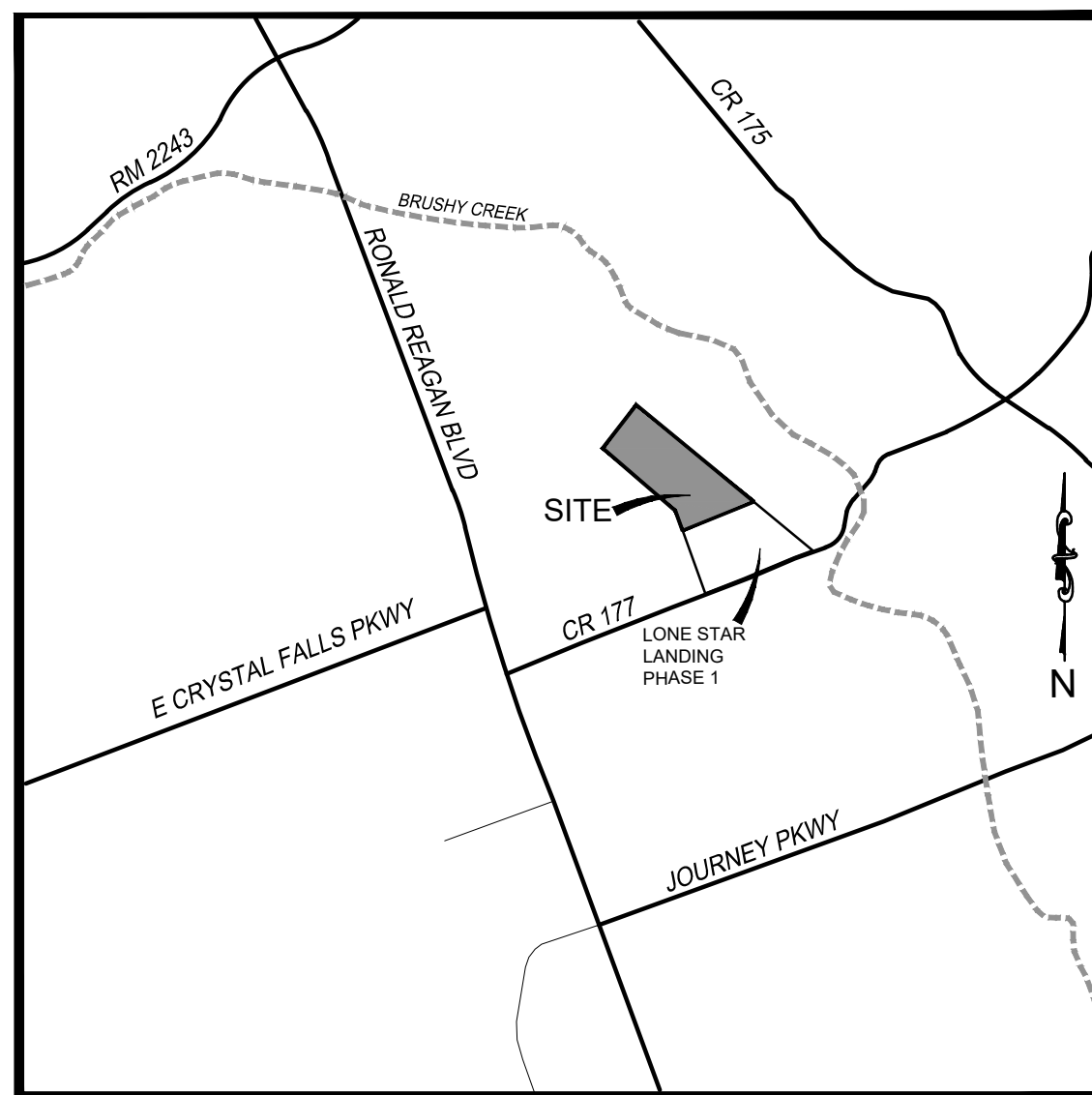
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THAT I, GARY ELI JONES, DO HEREBY CERTIFY THAT THE INFORMATION ON THIS PLAN COMPLIES WITH CITY OF LEANDER SUBDIVISION ORDINANCE ARTICLE II, SECTION 21 AND THE DESIGN AND CONSTRUCTION STANDARDS ADOPTED BY THE CITY OF LEANDER, TEXAS.

GARY ELI JONES, P.E.
LICENSED PROFESSIONAL ENGINEER
ELI ENGINEERING, PLLC, FIRM #: F-17877
700 THERESA COVE
CEDAR PARK, TEXAS 78613



Mar 12, 2025



LOCATION MAP
SCALE: 1"=2000'

1. COVER SHEET
2. CONCEPT PLAN
3. PHASING AND PARKS PLAN

PHASE ONE APPROVED CONCEPT PLAN: CP-23-0020

[illegible]

Mar 12, 2025



LELANDER, TEXAS 75841 (CITY LIMITS)

LONE STAR LANDING PHASE TWO

CONCEPT PLAN

COVER SHEET

HORIZ. =	
DRAWING SCALE:	VERT. =
SURVEYED:	
FILE NAME:	RR
DATE:	
DRAWN:	JTC
DESIGNED:	EEL

SHEET
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OF
3

C:\Users\jason\Documents (Personal)\EE Engineering\2-Working Folder\Lone Star Landing\Phase Two\Concept Plan\CP-24-0041-Sheet\A\ELI LONE STAR LANDING PH 2 CONCEPT LOT PLAN.dwg Mar 12, 2025 4:52 pm

ADJACENT PROPERTY OWNER TABLE			
#	OWNER INFORMATION	ACRES	DEED/PLAT INFORMATION
1	LEE A. JACKSON	28.938	VOL 2536/PG 41
2	ROGER GERALD & DIANE THOMAS	47.866	VOL 1809/PG 792
3	ROGER GERALD & DIANE THOMAS	10.211	VOL 1811/PG 755
4	TEXAS LONE STAR LANDING, LLC	15.31	2022036494
5	GRADY R. & AMY J. BRUCE	0.594	2010025317
6	MARK C. LARUE	0.224	221043706
7	LARUE REAL ESTATE HOLDINGS, LP	0.919	2009020538
8	LARUE REAL ESTATE HOLDINGS, LP	3.493	2007105914

SURVEYOR
ABRAM C. DASHNER, R.P.L.S. NO. 5901
6448 HWY 290 EAST, SUITE B-105
AUSTIN, TX 78723
512-244-3395
TBPELS FIRM NO. 10194754

OWNER / DEVELOPER
TEXAS LONE STAR LANDING, L.L.C.
3320 PRENTISS LANE
LEANDER, TEXAS 78641
CONTACT: MALLIKARJUN GILAKATTULA
512-761-8025
mallik246@gmail.com

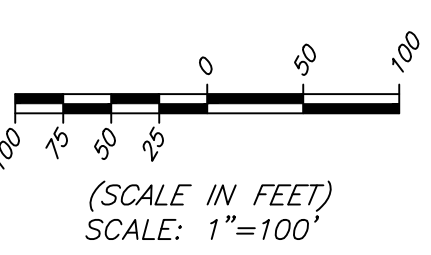
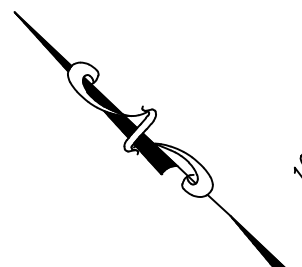
9	MARK C. LARUE	0.981	2021043706
10	LARUE REAL ESTATE HOLDINGS, LP	4.37	2007105914
11	GRADY ROBERT & AMY JACKSON BRUCE, TRUSTEES, BRUCE LIVING TRUST	19.788	2016013949
12	GRADY R. & AMY J. BRUCE	7.406	2010025317

NOTES:

- THIS DEVELOPMENT IS ZONED AS SINGLE FAMILY SUBURBAN.
- PARK PLAN: FEE IN LIEU. (REFER TO PARKLAND AND PHASING PLAN, SHEET 3).
- THIS DEVELOPMENT IS IDENTIFIED AS NEIGHBORHOOD RESIDENTIAL PER THE CITY OF LEANDER FUTURE LAND USE PLAN.
- A PORTION OF THIS DEVELOPMENT LIES WITHIN ZONE "AE" AND IS WITHIN THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON FEMA PANEL 48491C0460F, DATED DECEMBER 20TH, 2019.
- THIS PROJECT LIES WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE. THIS PROJECT DOES NOT LIE WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

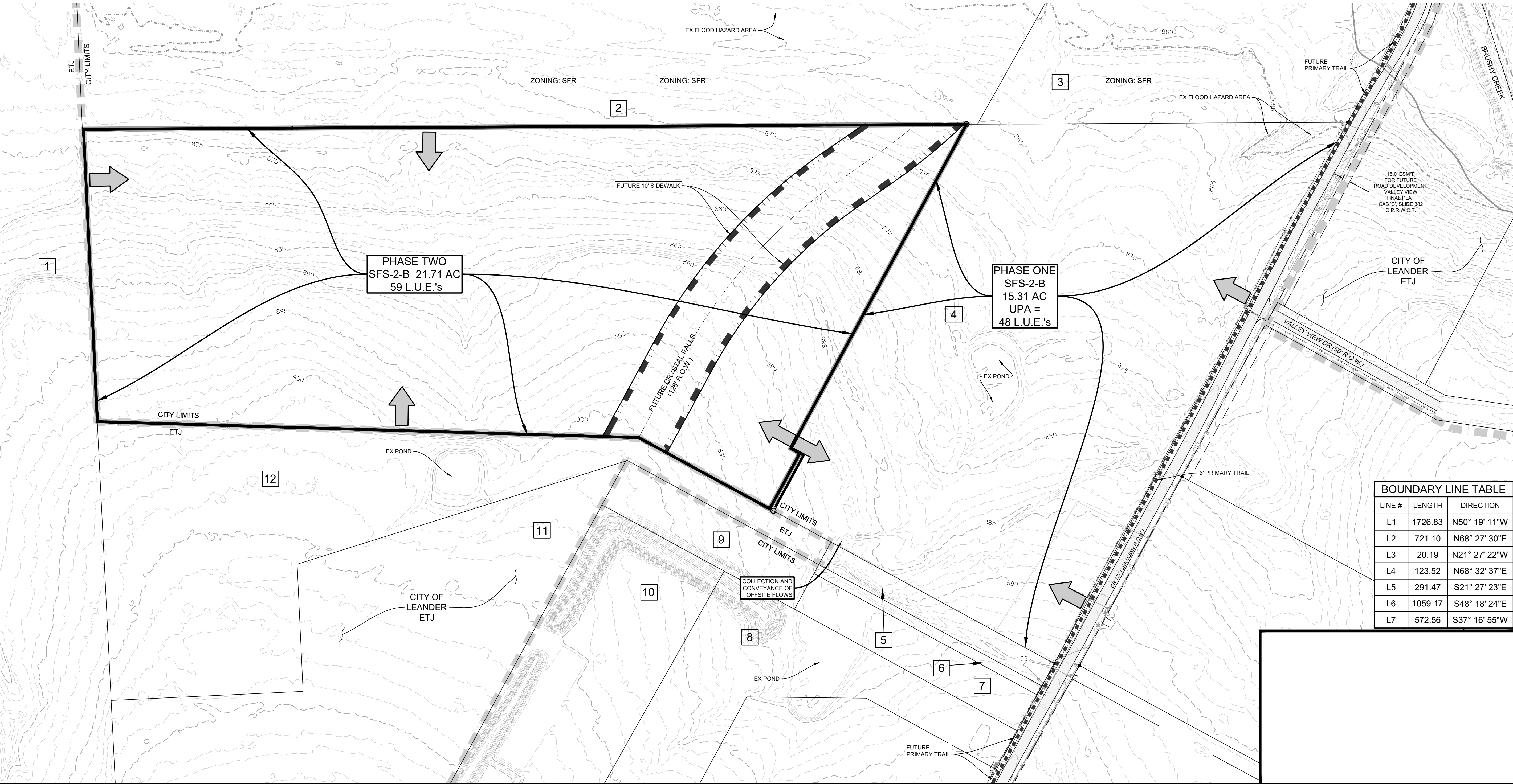
BOUNDARY STREET IMPROVEMENT NOTES:

ALL STREETS AND TRAILS SHALL BE PLANNED TO PROPERLY INTEGRATE WITH THE EXISTING AND PROPOSED SYSTEM OF LOCAL, COLLECTOR AND ARTERIAL STREETS AND TRAILS AND SHALL CONFORM TO THE ROADWAY PLAN. ARTERIAL STREETS SHALL BE PROVIDED TO THE EXTENT THAT SUCH STREETS ARE ROUGHLY PROPORTIONAL TO THE PROJECTED IMPACT OF THE PROPOSED DEVELOPMENT. PRIOR TO THE CONSIDERATION OF AN ACTION ON A SUBDIVISION PLAN OR PLAT, STAFF SHALL PREPARE, AND THE CITY ENGINEER SHALL REVIEW AND APPROVE, AN INDIVIDUALIZED DETERMINATION PROVIDING A ROUGH PROPORTIONALITY ASSESSMENT AND A DETERMINATION OF WHETHER THE REQUIRED DEDICATION(S), PAYMENT OF FEES OR CONSTRUCTION COSTS, AND/OR IMPROVEMENT OF INFRASTRUCTURE SET FORTH IN THE DETERMINATION IS ROUGHLY PROPORTIONATE TO THE IMPACT OF THE PROPOSED SUBDIVISION. THE DETERMINATION SHALL INCLUDE, BUT, SHALL NOT NECESSARILY BE LIMITED TO, A COMPARISON OF THE PERCENTAGE OF LAND WITHIN A SUBDIVISION TO BE DEDICATED FOR AN ARTERIAL ROADWAY WITH THE PERCENTAGE OF LAND IN THE CITY AND ETJ DESIGNATED ON THE ROADWAY PLAN AS ARTERIAL ROADWAYS. THE ANALYSIS SHALL INCLUDE THE ENTIRE TRACT OF LAND CONTAINED WITHIN THE INITIAL SUBDIVISION APPLICATION REQUIRED BY THE CITY AND SHALL INCLUDE EXISTING ROADWAYS OUTSIDE OF THE LAND AS DEEMED APPROPRIATE BY THE CITY ENGINEER. IF THE INDIVIDUALIZED DETERMINATION DEMONSTRATES THAT THE PROPOSED STREET DEDICATION IS NOT ROUGHLY PROPORTIONAL TO THE IMPACT OF THE PROPOSED SUBDIVISION, THE ADDITIONAL RIGHT-OF-WAY NEEDED TO COMPLY WITH THE ROADWAY PLAN THAT EXCEEDS THE LIMITS OF ROUGH PROPORTIONALITY SHALL BE SHOWN AS "RESERVED STREET ROW" ON THE FACE OF THE PLAT OR PLAN.



LEGEND

- PROPOSED PROPERTY LINE
- EXISTING BOUNDARY LINE
- PROPOSED SETBACK LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- EXISTING CONTOURS
- EXISTING CITY E.T.J. LINE
- PROPOSED PHASE LINE
- FUTURE CRYSTAL FALLS PARKWAY TRAIL



BOUNDARY LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	1726.83	N50° 19' 11"W
L2	721.10	N68° 27' 30"E
L3	20.19	N21° 27' 22"W
L4	123.52	N68° 32' 37"E
L5	291.47	S21° 27' 23"E
L6	1059.17	S48° 18' 24"E
L7	572.56	S37° 16' 55"W



TBPELS FIRM No. 17977
ELI ENGINEERING
ELI ENGINEERING, PLLC.
700 THERESA COVE, CEDAR PARK, TX 78613
512-910-0616 (F) 512-552-0660

LEANDER, TEXAS 78641 (CITY LIMITS)
LONE STAR LANDING PHASE TWO
CONCEPT PLAN
PROPOSED CONCEPT PLAN

DRAWING SCALE:	HORIZ. =	VERT. =
SURVEYED:	FILE NAME:	RR
DATE:	DRAWN:	JTC
DESIGNED:	EEI	

SHEET
2
OF
3

The map displays a topographic survey with contour lines ranging from 860 to 900 feet. Two main project areas are outlined in thick black lines:

- PHASE TWO-B SFS-2-B**: 21.71 AC, 59 L.U.E.'s. This area is located in the upper left and center of the map.
- PHASE ONE SFS-2-B**: 15.31 AC, 48 L.U.E.'s. This area is located in the center and lower right of the map.

Key features and labels include:

- Future Infrastructure**: "FUTURE 10' SIDEWALK" and "FUTURE CRYSTAL FALLS (120' R.O.W.)" are indicated with dashed lines.
- Water Features**: "EX POND" is labeled in two locations.
- Boundaries**: "CITY LIMITS" is marked at the top left and bottom center. "CITY OF LEANDER ETJ" is labeled in two locations.
- Other Features**: "6' PRIMARY TRAIL", "VALLEY VIEW DR (80' R.O.W.)", and "BRUSHY CREEK" are also shown.
- Technical Notes**: "15.0' ESMT FOR FUTURE ROAD DEVELOPMENT VALLEY VIEW FINAL PLAT CAB 'C' SLIDE 382 O.P.R.W.C.T." is noted near the trail.
- Collection and Conveyance**: A box labeled "COLLECTION AND CONVEYANCE OF OFFSITE FLOWS AND INLET OF PROPOSED STORM SEWER SYSTEM" is located near the bottom center.

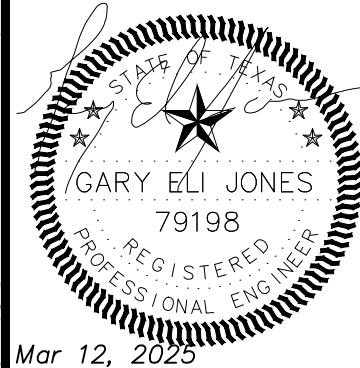
NO PHASING IS PROPOSED (WAIVER)

PARKLAND REQUIRED = 59 DU/100' 3.5 ACRES =2.07 ACRES
PARKLAND FEE IN LIEU = 59 DU * \$1050/DU = \$61,950
PARKLAND IMPROVEMENTS = 59 DU * \$400/DU = \$23,600
TOTAL PARKLAND FEE IN LIEU = \$85,550
(NOTE- PHASE TWO-C IS ANTICIPATED TO BE COMMERCIAL
WHEN CRYSTAL FALLS IS COMPLETE.)

LAND USE				
	ZONING	AREA	LOTS	UPA
PHASE 2	SFS-2-B RESIDENTIAL	21.71	59	2.72

LEGEND

-  PROPOSED PROPERTY LINE
-  EXISTING BOUNDARY LINE
-  PROPOSED SETBACK LINE
-  PROPOSED EASEMENT
-  EXISTING EASEMENT
-  EXISTING CONTOURS
-  EXISTING CITY E.T.J. LINE
-  PROPOSED PHASE LINE
-  FUTURE CRYSTAL FALLS PARKWAY TRAIL



LEANDER, TEXAS 78641 (CITY LIMITS)

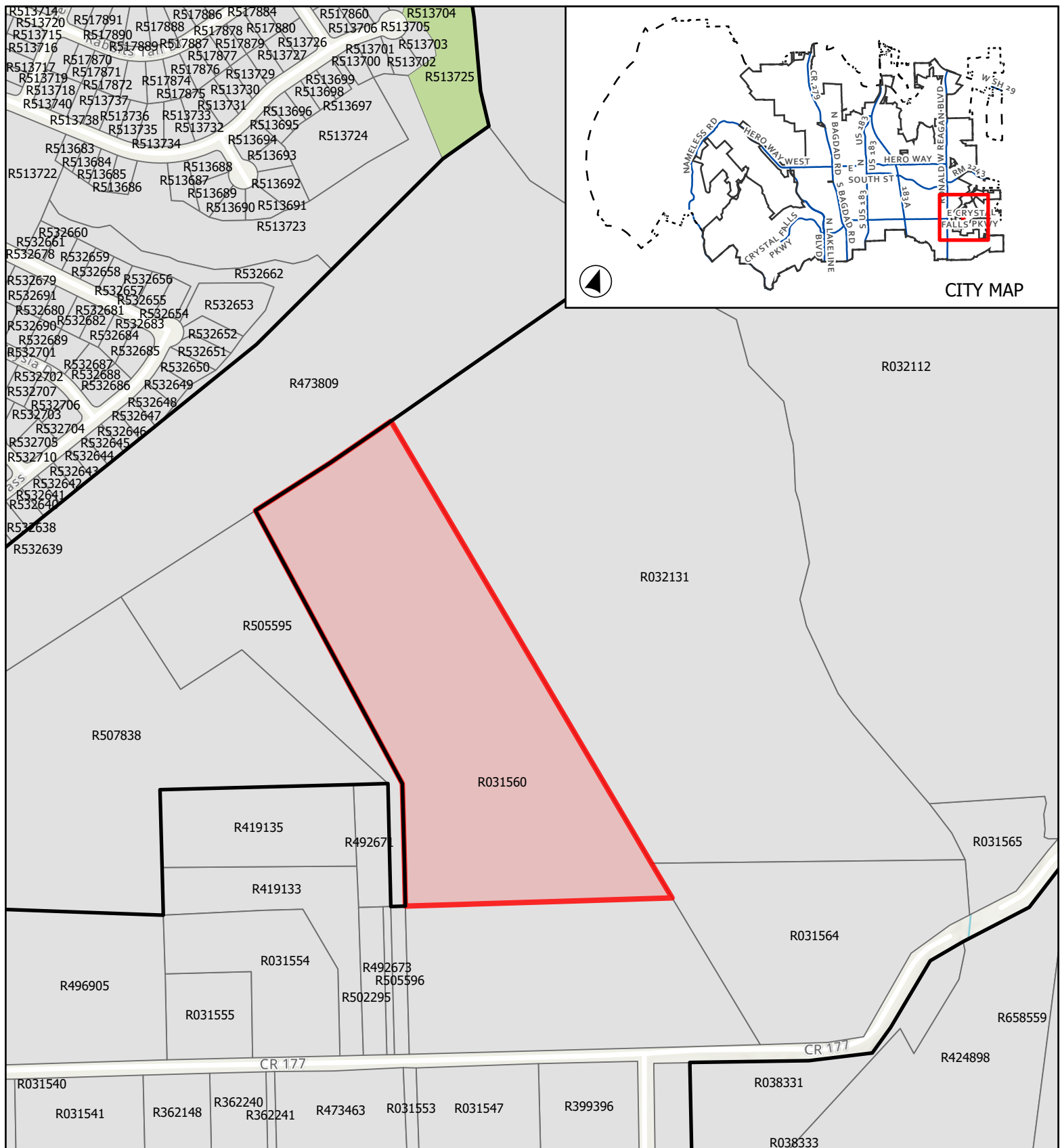
LONE STAR LANDING PHASE TWO

CONCEPT PLAN

PROPOSED PARKLAND AND PHASING PLAN

DRAWING SCALE:	HORIZ. = VERT. =
SURVEYED:	
FILE NAME:	RR
DATE:	
DRAWN:	JTC
DESIGNED:	FE

SHEET
3
OF
3



CASE: CP-24-0041

ATTACHMENT 3

LONE STAR LANDING PH 2

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.



0 175 350

Feet

-  City Limits
 ETJ
 Subject Boundary
 Parcels



EXECUTIVE SUMMARY
4/17/2025

AGENDA SUBJECT:

Discuss and consider action on Development Agreement Case DA-25-0023 Home Depot Development Agreement between Austin Community College (ACC), Home Depot, and the City of Leander for a property located on one (1) parcel of land approximately 15.27 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R505807; and generally located 750 feet northwest of the intersection of 183A Toll Road and Hero Way, Leander, Williamson County, Texas to establish development standards regarding roads, waterlines, and dedication of right-of-way (ROW); and to authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The applicant is proposing to develop the property as a home improvement store. The property is located to the northwest of the intersection of 183A Toll Road and Hero Way on a large undeveloped tract of land. This property used to be located within the TOD (Transit Oriented Development), but was removed in 2023 with the establishment of the Home Depot PUD (Planned Unit Development).

The Subdivision Ordinance includes a perimeter block length requirement that would require a road on the west side and north side of the subject property to create a block. This road network would open up the area for future development. The applicant is proposing that they construct the segment of the road providing access from Hero Way and 183A. The remainder of the road will be constructed at a later date as development occurs.

In addition, the Subdivision Ordinance requires that the utilities are extended to the perimeter of the property. This requirement would include a waterline extending to the north. This agreement will allow for a portion of the waterline to be constructed by the future developer of the ACC property when development occurs.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Home Depot U.S.A., Inc and Austin Community College (ACC)

RECOMMENDATION:

As part of the evaluation of this request, the City Council has the following options:

1. Approve the requested Development Agreement;
2. Deny the requested Development Agreement; or
3. Approve an alternative deal points associated with the Development Agreement. These deal points may include changes to the proposed roads, waterlines, and dedication of ROW.

Staff recommends Option 1 listed above – Approve the requested Development Agreement. Staff made this

recommendation because the terms of the agreement provide a path forward to support the construction of the home improvement store while still achieving the goals of the Subdivision Ordinance.

PRESENTER:

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

Fiscal Impact

Attachments:

1. DA-25-0023 Att 1 Home Depot Development Agreement
2. DA-25-0023 Att 2 Location Map - The Home Depot ACC Roadway Agreement

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made and entered into on this _____ day of _____, 2025 (the "Effective Date"), by and among **HOME DEPOT U.S.A., INC.**, a Delaware corporation, having an address of 2455 Paces Ferry Road, Building C-20, Atlanta, Georgia 30339 ("Home Depot"), **AUSTIN COMMUNITY COLLEGE DISTRICT**, a Texas junior college district, having an address of 6101 Highland Campus Drive, Austin, Texas 78752 ("ACC"), and the **CITY OF LEANDER**, a political subdivision of the State of Texas, having an address of 105 N. Brushy Street, Leander, Texas 78641 (the "City"). Home Depot, ACC and the City may be herein referred to individually as a "Party," and collectively, as the "Parties."

WHEREAS, Home Depot plans to develop a Home Depot store and related infrastructure (the "Project"), located near the northwestern intersection of Hero Way and 183A Toll Road in Leander, Texas;

WHEREAS, Home Depot is the fee simple owner of that certain parcel of land as more particularly described on Exhibit A attached hereto ("Home Depot Parcel"), and the ACC is the fee simple owner of that certain parcel of land as more particularly described on Exhibit B attached hereto ("ACC Parcel");

WHEREAS, in connection with the Project, Home Depot plans to construct certain road improvements, including, but not limited to, the construction of a public access road to the Home Depot Parcel through and over the ACC Parcel (the "HD Road Improvements"), such HD Road Improvements labeled "FULL-WIDTH CONSTRUCTION OF URBAN STREET (LIPAN LANE) TO BE COMPLETED AS PART OF HD PROJECT" and "FULL-WIDTH CONSTRUCTION OF NON-RESIDENTIAL COLLECTOR TO BE COMPLETED AS PART OF HD PROJECT" and shown on the site plan attached hereto as Exhibit C ("Roadway Improvements") on property to be dedicated, pursuant to the terms of this Agreement, to the City (Note: Lipan Lane and other roads shown on Exhibit C may be assigned another road name as approved by Williamson County Addressing); and

WHEREAS, ACC desires to convey to the City the portion of the ACC Parcel that contains the HD Road Improvements (shown on the Site Plan), the future road improvements labeled "FULL-WIDTH CONSTRUCTION OF FUTURE URBAN STREET (LIPAN LANE) TO BE COMPLETED AS PART OF FUTURE SITE DEVELOPMENT ALONG ROADWAY FRONTAGE" and "FULL-WIDTH CONSTRUCTION OF FUTURE NON-RESIDENTIAL COLLECTOR (WILLIAM PICKETT LANE) TO BE COMPLETED AS PART OF FUTURE SITE DEVELOPMENT ALONG ROADWAY FRONTAGE" and shown on Exhibit C (Note: Lipan Lane, William Pickett Lane, and other roads shown on the Site Plan may be assigned another road name as approved by Williamson County Addressing), and the areas shown on the Exhibit C identified as "PROPOSED PUBLIC STORMWATER TREATMENT" and "PROPOSED PUBLIC SANITARY SEWER EASEMENT" (the "Utility Areas"; the HD Road Improvements, the Future Road Improvements, the Utility Areas, and any surrounding land to be conveyed to the City, collectively, the "Dedicated Property") and to grant to Home Depot by separate agreement a temporary construction easement on, over and across an area of the ACC Parcel as necessary to construct the HD Road Improvements;

WHEREAS, when the ACC Parcel is developed, the owner of the ACC Parcel shall be required to design and construct a waterline in the Future Road Improvement Area in the location generally shown in Exhibit D (the “Future Water Utility Improvements”), and public stormwater treatment improvements in the Utility Area (the “Future Public Stormwater Treatment Improvements”), in accordance with applicable City ordinances and regulations; and

WHEREAS, the City’s ordinances and regulations require Home Depot to build the roadway improvements) and a waterline along the full perimeter of the Home Depot Parcel as a condition of platting and site development permit approval; and

WHEREAS, in consideration of and reliance upon ACC’s agreement to construct the Future Water Utility Improvements as provided herein, the City agrees that Home Depot may construct the segments of the HD Road Improvements to obtain site development permit approval;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the Parties hereto, the Parties agree as follows.

1. Construction of Access Road. Home Depot shall be solely responsible for the costs of design, construction, and, prior to its public dedication, maintenance of the HD Road Improvements as depicted on the Site Plan. ACC hereby approves of the plans for the HD Road Improvements and the location of the Future Road Improvements as shown on Exhibit C. ACC will have the right to approve any subsequent material changes to the location of the HD Road Improvements and the Future Road Improvements, which approval shall not be unreasonably withheld, conditioned or delayed; provided that such changes comply with applicable local, state, and federal regulations, and good engineering practices and are approved by the City. Home Depot shall obtain City-approval of the plans for the HD Road Improvements and the location of the Future Road Improvements in accordance with the applicable City ordinances and regulations. Home Depot’s construction of the HD Road Improvements is conditioned on ACC’s covenant herein to publicly dedicate the Dedicated Property in accordance with Section 2 below; provided that nothing herein is intended to relieve Home Depot of the obligation to construct and obtain City acceptance of the HD Road Improvements as required by applicable City ordinances and regulations.

2. Public Dedication and Construction of Future Improvements.

(a) Upon Home Depot’s notice to ACC and the City that Home Depot has completed the HD Road Improvements, ACC shall promptly convey to the City marketable fee simple title to the property upon which the HD Road Improvements and the Future Road Improvements are to be located, at no cost to the City and free and clear of any liens or encumbrances, by conveyance instrument reasonably acceptable to the City in its reasonable discretion. Upon Home Depot’s notice to ACC and the City that Home Depot has completed the stormwater treatment and sanitary sewer utility improvements located in the Utility Areas, ACC shall promptly convey easements to the City, at no cost to the City and free and clear of any liens or encumbrances, over the Utility Areas using a

conveyance instrument approved by the City. The City shall cooperate with such conveyances; provided that such conveyance complies with applicable City ordinances and regulations and is conveyed using the City-approved instrument. Home Depot shall prepare such conveyance instrument(s) at its sole cost. ACC may reasonably comment on the conveyance instrument(s), provided that any changes requested by ACC shall be (a) approved by the City, (b) approved by Home Depot, such approval not to be unreasonably withheld, conditioned, or delayed, and (c) provided within five (5) business days of the initial delivery of the applicable conveyance instrument by Home Depot. The conveyance instrument(s) shall not require ACC to make any warranty, other than a warranty of title as to the applicable HD Road Improvements areas, the Future Road Improvements areas, and Utility Areas.

(b) The HD Road Improvements are to be completed prior to the Future Road Improvements. The Parties acknowledge and agree that the Future Road Improvements area and the Utilities Area shall be dedicated to the City concurrently with the HD Road Improvements area and that the future construction of the Future Road Improvements, Future Public Stormwater Treatment Improvements, and Future Water Utility Improvements (collectively the “Future Improvements”) shall be a condition to any future development or issuance of any permits by the City for development of the ACC Parcel. ACC or the future owner of the ACC-Parcel may request the City participate in the cost of construction of the Future Water Utility Improvements, and if the then-parties reach an agreement, the City will participate in the cost of construction to the extent set forth in the agreement that is approved and executed by the City. The construction of the Future Improvements on the Dedicated Property shall be an obligation of the owner of the ACC Parcel, whether such party is ACC or a future successor in interest of such portion of the ACC Parcel. Accordingly, ACC agrees that the obligation to convey to the City the Dedicated Property and the construction obligations for the Future Improvements shall be a covenant running with the ACC Parcel and shall be binding on future owners of the ACC Parcel. Such covenant shall (1) be included in any deed or other instrument conveying a property interest in the ACC Parcel; and (2) shall require the grantee/subsequent owner of the ACC Parcel to acknowledge that the City requires, as a condition to the development of and issuance of permits for the ACC Parcel, the construction of the Future Improvements according to plans and specifications approved by the City. The City and ACC acknowledge and agree that Home Depot will have no obligation to contribute to or perform the Future Improvements.

(c) ACC acknowledges and agrees that additional land dedication beyond what is described in this Agreement may be required to complete the Future Improvements as they are envisioned on Exhibit C. ACC agrees to convey to the City additional land required to construct the Future Improvements after the completion of engineered plans for the Future Improvements, at no cost to the City and free and clear of any liens or encumbrances, using a conveyance instrument approved by the City, and within sixty (60) days written notice from the City that such conveyance is required. Future land dedications shall be determined based on the boundaries of the Future Improvements shown on the complete engineered plans for these roadways as mutually agreed upon by ACC and the City. Conveyance of additional land pursuant to this subsection shall be a condition of

issuance of permits or approvals by the City for the development of the ACC Parcel. Accordingly, ACC agrees that the obligations to participate in future land dedications for the Future Improvements shall be a covenant running with the ACC Parcel and shall be binding on future owners of the ACC Parcel.

3. Approval of Preliminary Road Improvements Design. ACC hereby approves of the location and plans for the HD Road Improvements as shown on the plans and specifications attached hereto as Exhibit C and the location of the Future Road Improvements as shown on the Site Plan, including, without limitation, the initial construction of the HD Road Improvements and subsequent alterations, additions, and replacements thereto as reasonably required by any approving authorities (including but not limited to the City) or as deemed necessary by Home Depot, provided the same do not materially deviate from Exhibit C.

4. Covenant Running with the Land. This Agreement shall run with the land, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. ACC, the Home Depot, and the City acknowledge and agree that this Agreement is binding upon the City, the ACC, the Home Depot and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

5. Miscellaneous. This Agreement is not intended to benefit any third parties, and the Parties shall not assign this Agreement without the express written consent of the other Parties. This Agreement supersedes any prior written or oral communications or understandings and may be amended only by a writing signed by the Parties. This Agreement will be governed by the laws of the State of Texas. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized representative as of the date written above.

HOME DEPOT:

HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2025, by _____, _____ of _____, a _____ company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

ACC:

AUSTIN COMMUNITY COLLEGE DISTRICT,
a Texas junior college district

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2025, by
_____, _____ of _____, a _____ company, on behalf
of said company.

(SEAL)

Notary Public, State of Texas

CITY:

CITY OF LEANDER,

a political subdivision of the State of Texas

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2025, by
_____, _____ of _____, a _____ company, on behalf
of said company.

(SEAL)

Notary Public, State of Texas

EXHIBIT A

Home Depot Parcel

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 15.2626 ACRES (664,837 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 269.836 ACRE TRACT CONVEYED TO RB 270 PARTNERSHIP IN DOCUMENT NO. 2004036768 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 15.2626 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD WITH "MWM" CAP FOUND IN THE NORTH RIGHT-OF-WAY LINE OF HERO WAY (RIGHT-OF-WAY VARIES, THIS PORTION OF HERO WAY HAVING BEEN RECORDED IN DOCUMENT NO. 2009071322, O.P.R.W.C.T.), BEING AN ANGLE POINT IN THE SOUTH LINE OF THE REMAINDER OF A CALLED 100 ACRES CONVEYED TO AUSTIN COMMUNITY COLLEGE DISTRICT IN DOCUMENT NO. 2010030836 (O.P.R.W.C.T.), FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING HEREOF, FROM WHICH A 1/2-INCH IRON ROD WITH "PAPE-DAWSON" CAP FOUND FOR AN ANGLE POINT IN THE NORTH RIGHT-OF-WAY LINE OF SAID HERO WAY, BEING AN ANGLE POINT IN THE SOUTH LINE OF SAID 100 ACRE REMAINDER TRACT, BEARS, S68°54'47"W, A DISTANCE OF 198.58 FEET;

THENCE, LEAVING THE NORTH RIGHT-OF-WAY LINE OF SAID HERO WAY, OVER AND ACROSS SAID 269.836 ACRE TRACT, AND WITH THE EAST LINE OF SAID 100 ACRE REMAINDER TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. N21°04'23"W, A DISTANCE OF 833.43 FEET TO A 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT HEREOF, AND
2. N34°43'35"E, A DISTANCE OF 538.32 FEET TO A 1/2-INCH IRON ROD WITH "MWM" CAP FOUND FOR THE NORTH CORNER HEREOF, SAID POINT BEING IN THE WEST RIGHT-OF-WAY LINE OF US HIGHWAY 183-A TOLL ROAD (RIGHT-OF-WAY VARIES, THIS PORTION OF US HIGHWAY 183 TOLL ROAD HAVING BEEN RECORDED IN DOCUMENT NO. 2004088731, O.P.R.W.C.T.), AND BEING AN ANGLE POINT IN THE EAST LINE OF SAID 100 ACRE REMAINDER TRACT, FROM WHICH A TXDOT TYPE II BRASS DISC MONUMENT FOUND IN THE WEST RIGHT-OF-WAY LINE OF SAID US HIGHWAY 183-A TOLL ROAD, BEING IN THE EAST LINE OF SAID 100 ACRE REMAINDER TRACT, BEARS, ALONG A CURVE TO THE LEFT, WHOSE RADIUS IS 5,529.58 FEET, WHOSE ARC LENGTH IS 80.06 FEET, AND WHOSE CHORD BEARS N55°38'59"W, A DISTANCE OF 80.06 FEET;

THENCE, WITH THE WEST RIGHT-OF-WAY LINE OF SAID US HIGHWAY 183-A TOLL ROAD AND OVER AND ACROSS SAID 269.836 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. ALONG A CURVE TO THE RIGHT, WHOSE RADIUS IS 5,529.58 FEET, WHOSE ARC LENGTH IS 613.08 FEET, AND WHOSE CHORD BEARS S51°53'36"E, A DISTANCE OF 612.76 FEET TO A 1/2-INCH IRON ROD FOUND FOR A POINT OF COMPOUND CURVATURE HEREOF, AND
2. ALONG A CURVE TO THE RIGHT, WHOSE RADIUS IS 2,844.79 FEET, WHOSE ARC LENGTH IS 316.83 FEET, AND WHOSE CHORD BEARS S45°58'50"E, A DISTANCE OF 316.67 FEET TO A 1/2-INCH IRON ROD WITH "RPLS 2099" CAP FOUND FOR AN ANGLE POINT HEREOF, SAID POINT BEING THE NORTHEAST CORNER OF A CALLED 2.686 ACRE TRACT CONVEYED TO QT SOUTH, LLC IN DOCUMENT NO.

2020047271 (O.P.R.W.C.T.), FROM WHICH AN 80D NAIL FOUND IN THE WEST RIGHT-OF-WAY LINE OF SAID US HIGHWAY 183-A TOLL ROAD, BEING IN THE EAST LINE OF SAID 2.686 ACRE TRACT, BEARS, ALONG A CURVE TO THE RIGHT, WHOSE RADIUS IS 2,844.79 FEET, WHOSE ARC LENGTH IS 109.35 FEET, AND WHOSE CHORD BEARS, S41°25'25"E, A DISTANCE OF 109.34 FEET;

THENCE, LEAVING THE WEST RIGHT-OF-WAY LINE OF SAID US HIGHWAY 183-A TOLL ROAD, OVER AND ACROSS SAID 269.836 ACRE TRACT, AND WITH THE NORTH LINE OF SAID 2.686 ACRE TRACT, S63°07'16"W, A DISTANCE OF 391.34 FEET TO A 1/2-INCH IRON ROD FOUND FOR AN INTERNAL ELL-CORNER HEREOF, SAID POINT BEING THE NORTHWEST CORNER OF SAID 2.686 ACRE TRACT;

THENCE, OVER AND ACROSS SAID 269.836 ACRE TRACT AND WITH THE WEST LINE OF SAID 2.686 ACRE TRACT, S26°52'41"E, A DISTANCE OF 278.51 FEET TO A 1/2-INCH IRON ROD WITH "PAPE-DAWSON" CAP FOUND FOR AN EXTERNAL ELL-CORNER HEREOF, SAID POINT BEING IN THE NORTH RIGHT-OF-WAY LINE OF SAID HERO WAY, ALSO BEING THE SOUTHWEST CORNER OF SAID 2.686 ACRE TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF SAID HERO WAY, BEING AN ANGLE POINT IN THE SOUTH LINE OF SAID 2.686 ACRE TRACT, BEARS, N63°05'25"E, A DISTANCE OF 319.69 FEET;

THENCE, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID HERO WAY AND OVER AND ACROSS SAID 269.836 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. S66°13'02"W, A DISTANCE OF 99.76 FEET TO A 1/2-INCH IRON ROD WITH "PAPE-DAWSON" CAP FOUND FOR AN ANGLE POINT HEREOF,
2. S67°34'22"W, A DISTANCE OF 46.44 FEET TO A 1/2-INCH IRON ROD WITH ILLEGIBLE YELLOW CAP FOUND FOR AN ANGLE POINT HEREOF, AND
3. S68°54'47"W, A DISTANCE OF 385.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.2626 ACRES (664,837 SQUARE FEET) MORE OR LESS.

EXHIBIT B

ACC Parcel

BEING 100.000 ACRES OF LAND, MORE OR LESS, OUT OF AND A PART OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125 IN WILLIAMSON COUNTY, TEXAS, SAME BEING A PORTION OF THE 269.836 ACRES CONVEYED TO RB 270 PARTNERSHIP BY ASSUMPTION WARRANTY DEED WITH VENDOR'S LIEN, EXECUTED ON MAY 6, 2004, FILED FOR RECORD ON MAY 11, 2004, RECORDED IN DOCUMENT 2004036768 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 100.000 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

COMMENCING AT A 4"X4" CONCRETE MONUMENT FOUND AT A CORNER IN THE SOUTHWESTERLY LINE OF SAID RB 270 PARTNERSHIP TRACT, SAME BEING AN EASTERLY CORNER OF LOT 1, SAN GABRIEL PARK, RECORDED IN CABINET Y, SLIDE 364 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND IN DOCUMENT 2004039382 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED AS TRACT 1 TO TRANSIT VILLAGE INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT 2006112794 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME ALSO BEING IN THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF FUTURE COUNTY ROAD 273, THENCE AS FOLLOWS;

NORTH 69°25'47" EAST, A DISTANCE OF 82.02 FEET, LEAVING THE SOUTHWESTERLY LINE OF SAID RB 270 PARTNERSHIP TRACT, THE EASTERLY LINE OF SAID LOT 1, AND THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF FUTURE COUNTY ROAD 273 AND CROSSING SAID RB 270 PARTNERSHIP TRACT AND FUTURE COUNTY ROAD 273, TO A CALCULATED POINT IN THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF FUTURE COUNTY ROAD 273, FROM WHICH AN IRON ROD WITH CAP STAMPED BAKER AICKLEN FOUND IN THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF FUTURE COUNTY ROAD 273, BEARS NORTH 20°34'13" WEST, A DISTANCE OF 1093.12, TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE RIGHT AND ALONG SAID CURVE TO THE RIGHT OF 999.00 FEET RADIUS, AN ARC LENGTH OF 22.39 FEET, HAVING AN ANGLE OF INTERSECTION OF 01°17'03" (THE LONG CHORD OF SAID CURVE BEARS NORTH 19°55'41" WEST, A DISTANCE OF 22.39 FEET);

SOUTH 20°34'13" EAST, A DISTANCE OF 300.67 FEET, WITH THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF FUTURE COUNTY ROAD 273, TO A 5/8 INCH IRON ROD WITH ALUMINUM CAP STAMPED "MWM" SET FOR THE POINT OF BEGINNING AND THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT OR LAND, HAVING COORDINATE (TEXAS STATE PLANE, CENTRAL ZONE, NAD 83 (CORS 96), EPOCH 2002, US FEET, COMBINED SCALE FACTOR 1.00014) VALUES OF NORTH=10186973.52, EAST=3076997.55;

1) THENCE, NORTH 69°25'47" EAST, A DISTANCE OF 1157.57 FEET, LEAVING THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF FUTURE COUNTY ROAD 273, TO A 5/8 INCH IRON ROD WITH ALUMINUM CAP STAMPED "MWM" SET AT THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT;

2) THENCE, ALONG SAID CURVE TO THE LEFT OF 630.00 FEET RADIUS, AN ARC LENGTH OF 390.27 FEET, HAVING AN ANGLE OF INTERSECTION OF 35°29'35", (THE LONG CHORD OF SAID CURVE BEARS NORTH 51°41'00" EAST, A DISTANCE OF 384.06 FEET), TO A 5/8 INCH IRON ROD WITH ALUMINUM CAP STAMPED "MWM" SET FOR THE POINT OF TANGENCY;

3) THENCE, NORTH 33°56'13" EAST, A DISTANCE OF 371.59 FEET, TO A 5/8 INCH IRON ROD WITH ALUMINUM CAP STAMPED "MWM" SET IN A WESTERLY LINE OF US TOLL ROAD 183A (400'RIGHT-OF-WAY) AND IN A NORTHEASTERLY LINE OF THE MOST WESTERLY REMAINDER OF SAID RB 270

PARTNERSHIP TRACT, FOR THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS NORTH 56°03'47" WEST, WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID US TOLL ROAD 183A AND THE NORTHEASTERLY LINE OF THE MOST WESTERLY REMAINDER OF SAID RB 270 PARTNERSHIP TRACT, AT A DISTANCE OF 775.24 FEET PASSING A BRASS DISC IN CONCRETE STAMPED "CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY 314" FOUND, IN ALL A DISTANCE OF 1300.13 FEET, TO A CALCULATED POINT AND LEAVING THE EASTERLY LINE OF US TOLL ROAD 183A AND CROSSING US TOLL ROAD 183A NORTH 71°24'57" EAST, A DISTANCE OF 0.37 FEET;

4) THENCE, SOUTH 56°03'47" EAST, AT A DISTANCE OF 724.74 FEET PASSING A BRASS DISC IN CONCRETE STAMPED "CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY 316" FOUND, IN ALL A DISTANCE OF 1688.34 FEET, WITH THE WESTERLY RIGHT-OF-WAY LINE OF US TOLL ROAD 183A AND A NORTHEASTERLY LINE OF THE MOST WESTERLY REMAINDER OF SAID RB 270 PARTNERSHIP TRACT, TO A BRASS DISC IN CONCRETE STAMPED "CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY 312" FOUND FOR A CORNER, AT THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE RIGHT;

5) THENCE, ALONG SAID CURVE TO THE RIGHT OF 5529.58 FEET RADIUS, AN ARC LENGTH OF 80.08 FEET, HAVING AN ANGLE OF INTERSECTION OF 00°49'47", (THE LONG CHORD OF SAID CURVE BEARS SOUTH 55°38'33" EAST, A DISTANCE OF 80.08 FEET), TO A 5/8 INCH IRON ROD WITH ALUMINUM CAP STAMPED "MWM" SET FOR THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, FROM WHICH A BRASS DISC IN CONCRETE STAMPED "CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY 310" FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF US TOLL ROAD 183A AND IN A NORTHEASTERLY LINE OF THE MOST WESTERLY REMAINDER OF SAID RB 270 PARTNERSHIP TRACT, AT THE ENDPOINT OF SAID CURVE TO THE RIGHT OF 5529.58 FEET RADIUS, BEARS ALONG AN ARC A LENGTH OF 614.08 FEET, HAVING AN ANGLE OF INTERSECTION OF 06°21'47" (THE SUB CHORD OF SAID CURVE BEARS SOUTH 52°02'46" EAST, A DISTANCE OF 613.76 FEET);

6) THENCE, SOUTH 34°46'21" WEST, A DISTANCE OF 537.92 FEET, LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID US TOLL ROAD 183A AND A NORTHEASTERLY LINE OF THE WESTERLY REMAINDER OF SAID RB 270 PARTNERSHIP TRACT, AND CROSSING SAID RB 270 PARTNERSHIP TRACT, TO A 5/8 INCH IRON ROD WITH ALUMINUM CAP STAMPED "MWM" SET FOR A CORNER;

7) THENCE, SOUTH 21°03'47" EAST, A DISTANCE OF 833.88 FEET, TO A 5/8" IRON ROD WITH ALUMINUM CAP STAMPED "MWM" SET IN A NORTHERLY LINE OF COUNTY ROAD 269, (HERO WAY, RIGHT-OF-WAY VARIES) AND IN A SOUTHEASTERLY LINE OF THE MOST WESTERLY REMAINDER OF SAID RB 270 PARTNERSHIP TRACT, FOR A CORNER, FROM WHICH AN IRON ROD WITH CAP STAMPED PAPE DAWSON FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 269 AND IN A SOUTHEASTERLY LINE OF THE MOST WESTERLY REMAINDER OF SAID RB 270 PARTNERSHIP TRACT BEARS NORTH 68°56'13" EAST, A DISTANCE OF 385.30 FEET;

8) THENCE, SOUTH 68°56'13" WEST, A DISTANCE OF 198.57 FEET, WITH A NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 269 AND A SOUTHEASTERLY LINE OF THE MOST WESTERLY REMAINDER OF SAID RB 270 PARTNERSHIP TRACT, TO AN IRON ROD WITH CAP STAMPED PAPE DAWSON FOUND FOR A CORNER;

9) THENCE, SOUTH 59°42'35" WEST, A DISTANCE OF 101.33 FEET, TO AN IRON ROD WITH CAP STAMPED PAPE DAWSON FOUND AT THE MOST SOUTHERLY CORNER OF SAID RB 270 PARTNERSHIP TRACT AND THE MOST EASTERLY CORNER OF THE REMAINDER OF THE TRACT CONVEYED TO MALCOLM LEO NAUMANN AND VIRGINIA NAUMANN, HUSBAND & WIFE, AND CLAY NAUMANN BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT 2003009014 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS, FOR THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

- 10) THENCE, NORTH 23°34'54" WEST, A DISTANCE OF 66.64 FEET, WITH A SOUTHERLY LINE OF SAID RB 270 PARTNERSHIP TRACT AND A NORTHEASTERLY LINE OF SAID NAUMANN TRACT, TO A 1/2 INCH IRON ROD FOUND FOR A CORNER;
- 11) THENCE, NORTH 71°37'23" WEST, A DISTANCE OF 875.97 FEET, TO A 1/2 INCH IRON ROD FOUND AT THE MOST NORTHERLY CORNER OF SAID NAUMANN TRACT FOR A CORNER;
- 12) THENCE, SOUTH 59°33'24" WEST, A DISTANCE OF 38.61 FEET, WITH A SOUTHERLY LINE OF SAID RB 270 PARTNERSHIP TRACT AND A NORTHWESTERLY LINE OF SAID NAUMANN TRACT TO A 1/2 INCH IRON ROD FOUND FOR A CORNER, SAME BEING THE MOST NORTHERLY CORNER OF THE REMAINDER OF A 21.0 ACRE TRACT CONVEYED TO LENA NAUMANN SANDERS BY WARRANTY DEED RECORDED VOLUME 747, PAGE 427 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS;
- 13) THENCE, SOUTH 59°30'28" WEST, A DISTANCE OF 320.05 FEET, WITH THE SOUTHERLY LINE OF SAID RB 270 PARTNERSHIP TRACT AND A NORTHERLY LINE OF THE REMAINDER OF SAID SANDERS TRACT, TO A 1/2 INCH IRON ROD FOUND FOR A CORNER, SAME BEING THE MOST WESTERLY CORNER OF SAID NAUMANN TRACT AND THE MOST WESTERLY CORNER OF SAID SANDERS TRACT, SAME ALSO BEING A NORTHEASTERLY CORNER OF THE TRACT CONVEYED TO TRANSIT VILLAGE INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT 2006112794 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (TRACT 3);
- 14) THENCE, SOUTH 74°17'30" WEST, A DISTANCE OF 482.15 FEET, WITH A SOUTHERLY LINE OF SAID RB 270 PARTNERSHIP TRACT AND A NORTHERLY LINE OF SAID TRANSIT VILLAGE INVESTMENTS, LTD. TRACT, TO AN IRON ROD WITH CAP FOUND FOR A CORNER;
- 15) THENCE, SOUTH 74°43'53" WEST, A DISTANCE OF 106.70 FEET, TO AN IRON ROD WITH CAP STAMPED "ZWA" FOUND FOR A CORNER;
- 16) THENCE, SOUTH 76°34'21" WEST, A DISTANCE OF 52.67 FEET, TO A 1/2 INCH IRON ROD FOUND FOR A CORNER;
- 17) THENCE, SOUTH 84°39'38" WEST, A DISTANCE OF 57.02 FEET, TO AN IRON ROD WITH CAP FOUND FOR A CORNER;
- 18) THENCE, SOUTH 88°30'17" WEST, A DISTANCE OF 111.27 FEET, TO AN IRON ROD WITH CAP STAMPED "BAKER AICKLEN" FOUND IN THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF FUTURE COUNTY ROAD 273 FOR A CORNER;
- 19) THENCE, NORTH 21°08'04" WEST, A DISTANCE OF 245.91 FEET, LEAVING A SOUTHERLY LINE OF SAID RB 270 PARTNERSHIP TRACT AND A NORTHERLY LINE OF SAID TRANSIT VILLAGE INVESTMENTS, LTD. TRACT, AND CROSSING SAID RB 270 PARTNERSHIP TRACT, WITH A PROPOSED EASTERLY RIGHT-OF-WAY LINE OF FUTURE COUNTY ROAD 273, TO AN IRON ROD WITH CAP STAMPED "BAKER AICKLEN" FOUND FOR A CORNER;
- 20) THENCE, NORTH 68°51'56" EAST, A DISTANCE OF 47.00 FEET, TO A 5/8 INCH IRON ROD WITH ALUMINUM CAP STAMPED "MWM" SET FOR A CORNER, AT THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE LEFT;
- 21) THENCE, ALONG SAID CURVE TO THE LEFT OF 1126.00 FEET RADIUS, AND ARC LENGTH OF 374.49 FEET, HAVING AN ANGLE OF INTERSECTION OF 19°03'21" (THE LONG CHORD OF SAID CURVE BEARS NORTH 30°39'45" WEST, A DISTANCE OF 372.77 FEET), TO A 5/8 INCH IRON ROD WITH ALUMINUM CAP STAMPED "MWM" SET FOR AN ENDPOINT;

22) THENCE, SOUTH 49°48'34" WEST, A DISTANCE OF 47.00 FEET, TO AN IRON ROD WITH CAP STAMPED BAKER AICKLEN FOUND FOR A CORNER;

23) THENCE, NORTH 40°11'26" WEST, A DISTANCE OF 471.30 FEET, TO AN IRON ROD WITH CAP STAMPED BAKER AICKLEN FOUND FOR A CORNER AT THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT;

24) THENCE, ALONG SAID CURVE TO THE RIGHT OF 999.00 FEET RADIUS, AN ARC LENGTH OF 342.10 FEET, HAVING AN ANGLE OF INTERSECTION OF 19°37'13" (THE LONG CHORD OF SAID CURVE BEARS NORTH 30°22'49" WEST, A DISTANCE OF 340.43 FEET, TO AN IRON ROD WITH CAP STAMPED BAKER AICKLEN FOUND FOR A CORNER AT THE POINT OF TANGENCY;

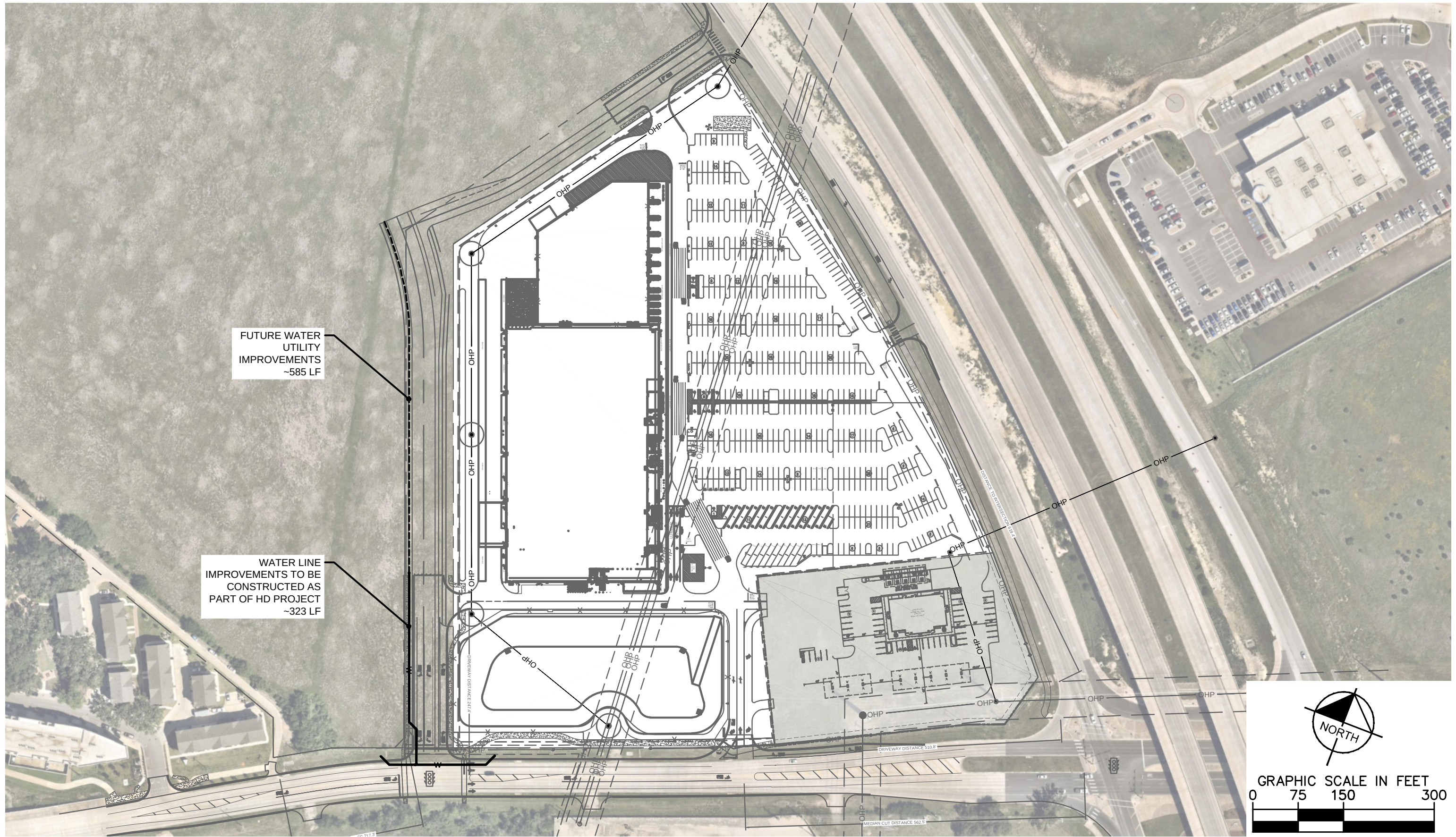
25) THENCE, NORTH 20°34'13" WEST, A DISTANCE OF 224.92 FEET, TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 100.000 ACRES OF LAND MORE OR LESS. ALSO INCLUDED IN THIS REPORT IS THE PROPERTY CONTAINED IN THE RECORDED PLAT OF AUSTIN COMMUNITY COLLEGE-SAN GABRIEL CAMPUS, PHASE 1 FILED FOR RECORD IN FILE NO. 2018022962

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT

EXHIBIT C
Road Improvements, Future Road Improvements, and Utility Areas

EXHIBIT D
Future Water Utility Improvements
[See attached.]

\\kimley-horn\ISO_ALPALP_PRJ0000_THD\New Retail Stores\Sites\Texas Sites\Leander_TX\CAD\Exhibits\THD LEANDER TX - EXHIBIT E.dwg Layout1 Apr 09, 2025 4:13pm by: Austin.Phan



Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600 ALPHARETTA, GEORGIA 30009
PHONE: (770) 619-4280 | www.kimley-horn.com

TITLE:

*FUTURE WATER LINE
IMPROVEMENTS*

PROJECT:

THD LEANDER, TX

CLIENT:

THE HOME DEPOT

JOB NUMBER: 015847121

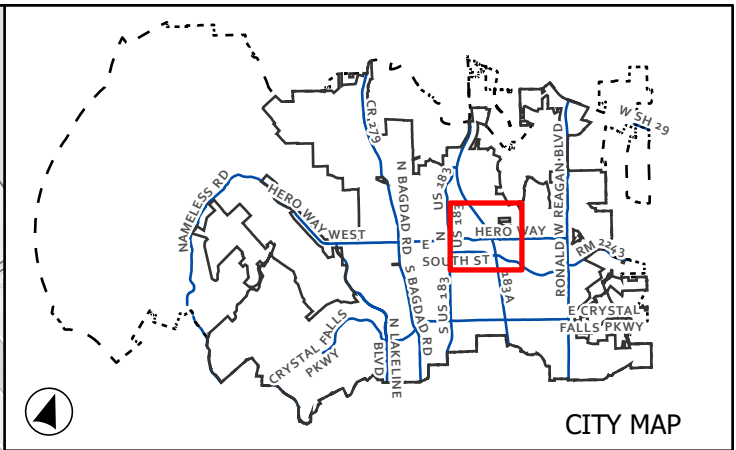
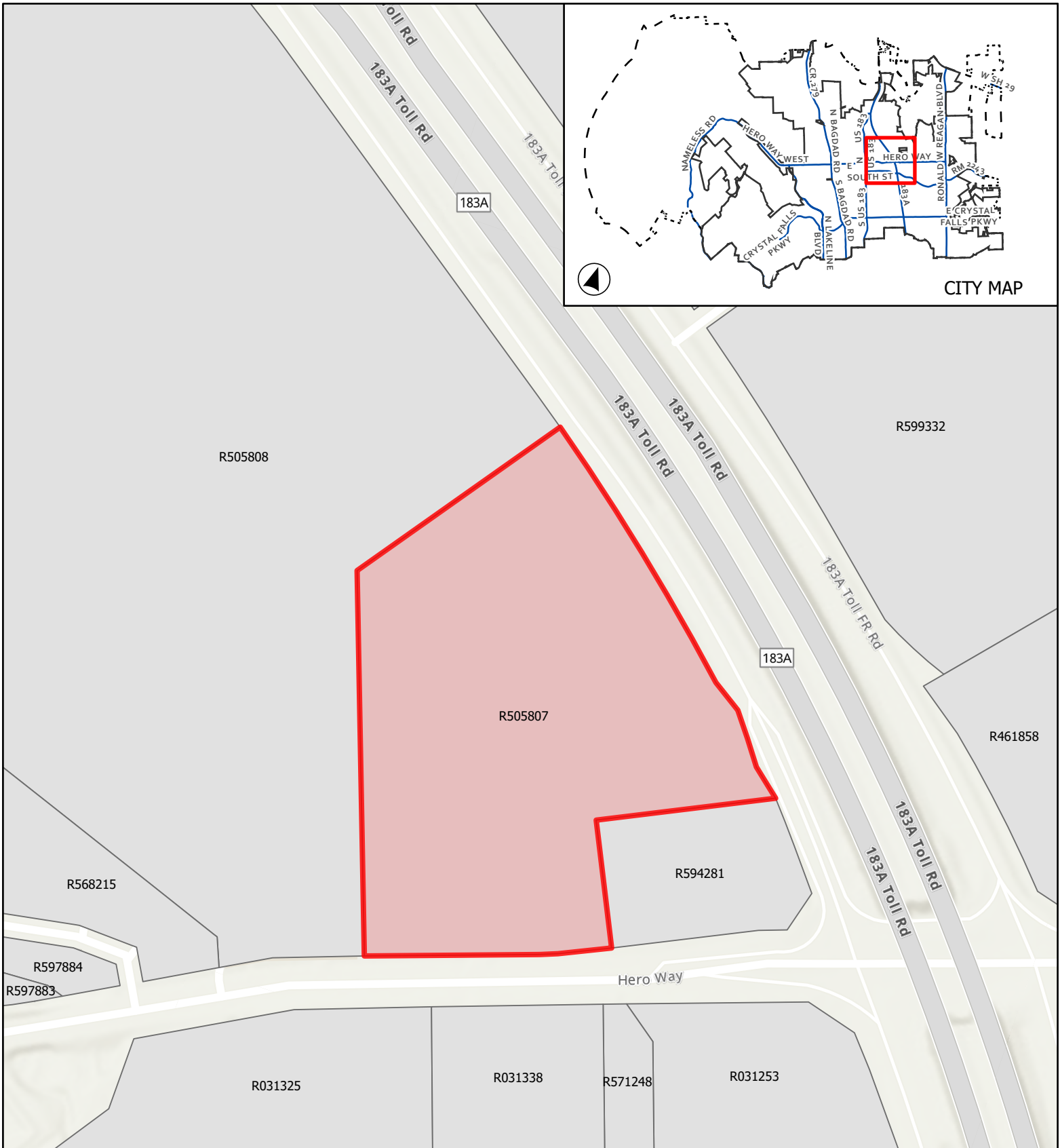
SCALE: 1" = 150'

DATE: 04/09/2025

SHEET:

EXHIBIT D

Page 268 of 336



CASE: DA-25-0023

ATTACHMENT 2

THE HOME DEPOT/ACC
ROADWAY AGREEMENT

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
- Parcels



EXECUTIVE SUMMARY
4/17/2025

AGENDA SUBJECT:

Discuss and consider action on appointments to fill unexpired terms to the following boards, commissions and committees: Board of Adjustment, Historic Preservation Commission, Leander Public Arts and Culture Commission, Parks and Recreation Advisory Board; Planning and Zoning Commission, and others if necessary.

BACKGROUND:

Vacancies on City boards, commissions, and committees are filled twice a year; unexpired terms mid-year in April, and annual appointments in October.

This item will provide the City Council with the opportunity to appoint members to fill the unexpired terms of the following with terms expiring October 2025:

- Board of Adjustment, Alt. #2 and Alt #4;
- Leander Public Arts and Culture Commission, Place 8; and
- Planning and Zoning Commission, Place 3.

In addition, this item will provide the City Council with the opportunity to appoint members to fill the unexpired terms of the following with the term expiring October 2026:

- Historical Preservation Commission, Place 5; and
- Parks and Recreation Advisory Board;

Appointments will be conducted using a ballot process.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Debora Penberg, Sr. Deputy City Secretary

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
4/17/2025

AGENDA SUBJECT:

Receive a City staff report and hold discussion on the City of Leander's Access Management Plan for the Ronald Reagan Boulevard corridor.

BACKGROUND:

In 2023, the *Leander Signal Timing Phase 1- Summary Report* was completed for 16 intersections throughout the City, including five (5) along the Ronald Reagan Boulevard corridor. This evaluation observed traffic volumes and patterns that accounted for morning, mid-day, evening, and school traffic. This effort led to signal re-timing at each of the 16 intersections studied. A copy of the summary report is attached.

Also, attached is the *City of Leander Signal Timing Phase 1- Operational Analysis and Recommendations Report* that recommends improvements beyond signal re-timing for each of the 16 evaluated intersections, including the five (5) located along the Ronald Reagan Boulevard corridor. Some of the key recommendations relating to Ronald Reagan Boulevard are noted in the document and are provided below.

- At Ronald Reagan Boulevard & FM 2243, add a right turn lane for each approach (Table 3 and Table 4, Page 5),
- At Ronald Reagan Boulevard & Crystal Falls Parkway, add second eastbound and northbound left turn lanes (Table 4, Page 5 and Table 5, Page 6),
- At Ronald Reagan Boulevard & Journey Parkway, add second westbound left turn lane (Table 5, Page 6),
- At Ronald Reagan Boulevard & Hero Way, add eastbound left and right turn lanes (Table 5, Page 6), and
- At Ronald Reagan Boulevard & FM 2243, consider some capacity improvements for the eastbound and westbound approaches of FM 2243 (Section 4.2.2, Page 13).

There are other recommendations related to adding right turn green arrows, pedestrian safety enhancements, signal equipment enhancements, and refreshing pavement markings recommended in this report as well.

In addition to the intersection analysis, a *Ronald Reagan Boulevard Corridor Study* has been completed that includes a cost estimate summary information for each proposed improvement project along with a recommended implementation schedule over the next 10 to 15 years, requiring a projected \$83 million plus (calendar year 2024 estimates).

It is worth noting that, as a part of the City's capital projects program development effort that is currently underway, all the above proposed projects are being evaluated and ranked for inclusion in the transportation projects component of the overall 5-to-10-year capital improvement program.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends that the City Council receive the report and provide direction to City staff.

PRESENTER:

Todd Parton, City Manager

Fiscal Impact

Attachments:

1. Leander Signal Timing Phase 1 - Summary Report
2. City of Leander Signal Timing Phase 1 - Ops Analysis
3. 2024-06-28 Ronald Reagan Blvd Cost Estimates (004)

City of Leander

TRAFFIC SIGNAL RETIMING

SPRING 2023

THIS PROJECT
**PAYS FOR
ITSELF**
EVERY 33 DAYS IN
TRAFFIC DELAY
SAVINGS ALONE!



OVERVIEW

IN APRIL 2023, THE CITY OF LEANDER COMPLETED A LARGE TRAFFIC SIGNAL RETIMING PROJECT THROUGHOUT THE MAJORITY OF THE CITY.

The updated signal timings, designed and implemented by Kimley-Horn, improved the traffic signal operations at 17 signals in Leander. Most of these signals previously ran a single timing plan all day, every day. This project adjusted the schedules and timings for each intersection so they better matched changing traffic patterns throughout each day.

IMPROVEMENTS

- » Retimed 17 traffic signals
- » Developed signal timing standards citywide
- » New morning, midday, and evening peak traffic plans for each signal
- » New school plans at 7 intersections to improve arrival and dismissal traffic
- » New coordinated timings along Ronald Reagan Blvd
- » New coordinated timings along Bagdad Rd and Lakeline Blvd during evening peak traffic

BENEFITS

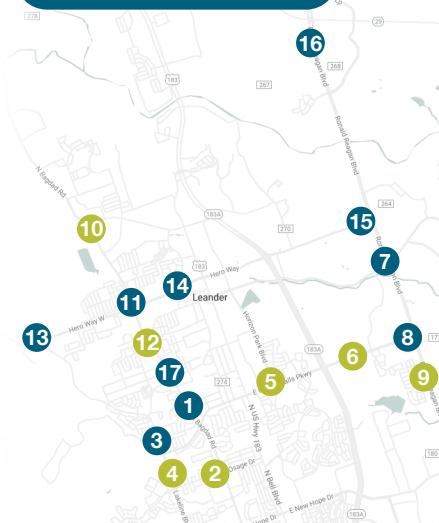
Improved traffic signal timing provides the following benefits throughout the city:

- » Decreased vehicular delay
- » Decreased pedestrian delay
- » Improved operations for school drop-off and pickup

AVERAGE TRAVEL TIMES ALONG THE RONALD REAGAN BLVD IMPROVED BY 9% IN THE PEAK DIRECTION DURING THE MORNING AND EVENING PEAK PERIOD.

The reductions in delay results in an annual benefit of \$915,000 for road users. This project pays for itself every 33 days through travel time savings along Ronald Reagan Blvd alone.

RETIMED SIGNALS



● New School Timing Plans

1. Bagdad Rd & Crystal Falls Pkwy
2. Bagdad Rd & Osage Dr
3. Lakeline & Crystal Falls Pkwy
4. Lakeline Blvd & Osage Dr
5. Crystal Falls Pkwy & Horizon Park Blvd
6. Crystal Falls Pkwy & Raider Way
7. Ronald Reagan Blvd & FM 2243
8. Ronald Reagan Blvd & Crystal Falls Pkwy
9. Ronald Reagan Blvd & Journey Pkwy/Republic Trails Blvd
10. Bagdad Rd & San Gabriel Pkwy
11. Bagdad Rd & Hero Way
12. Bagdad Rd & Vista Ridge Dr/Municipal Dr
13. Hero Way & Lakeline Blvd
14. Hero Way & Broade St
15. Ronald Reagan & Hero Way
16. Ronald Reagan & Kauffman
17. Bagdad & Sonny

9%
AVERAGE TRAVEL
TIME IMPROVEMENT
ALONG RONALD
REAGAN BLVD



Kimley»Horn
Expect More. Experience Better.

LEANDER SIGNAL TIMING PHASE 1

Operational Analysis and Recommendations



City of
Leander

Prepared by
Kimley»Horn

Leander Signal Timing Phase 1

Operational Analysis and Recommendations

*Prepared for:
City of Leander*

*Prepared by:
Kimley-Horn and Associates, Inc.
10814 Jollyville Rd
Campus IV, Suite 200
Austin, Texas 78759
512.418.1771*

*Contact:
Lance Ballard, P.E. (TX P.E. #132478)*

*Kimley-Horn and Associates, Inc.
Texas Registration #F-928*

City of Leander Signal Timing Phase 1

Operational Analysis & Recommendations

1. Background

Kimley-Horn is retiming the following 16 signals within the City of Leander.

1. Bagdad Rd & Crystal Falls Pkwy
2. Bagdad Rd & Osage Dr
3. Lakeline & Crystal Falls Pkwy
4. Lakeline Blvd & Osage Dr
5. Crystal Falls Pkwy & Horizon Park Blvd
6. Crystal Falls Pkwy & Raider Way
7. Ronald Reagan Blvd & FM 2243
8. Ronald Reagan Blvd & Crystal Falls Pkwy
9. Ronald Reagan Blvd & Journey Pkwy/Republic Trails Blvd
10. Bagdad Rd & San Gabriel Pkwy
11. Bagdad Rd & Hero Way
12. Bagdad Rd & Vista Ridge Dr/Municipal Dr
13. Hero Way & Lakeline Blvd
14. Hero Way & Broade St
15. Ronald Reagan & Hero Way
16. Ronald Reagan & Kauffman

As a part of this effort, Kimley-Horn observed and collected data on the existing conditions and operations of the signals. Kimley-Horn developed a Synchro model of the existing conditions and evaluated the current operations of these signals. This document records the findings of this analysis and recommendations for operational improvements beyond signal retiming.

2. General Operations

2.1 Timing Plans

The majority of the project signals operate in “free” mode and are uncoordinated, with the exception of signals along Ronald Reagan Blvd from Journey Pkwy to Hero Way. Most of the free signals utilized only one set of timing parameters for all times of day and all days of week. This can lead to increased delay or poor operation since one timing plan and set of parameters are attempting to accommodate all traffic patterns throughout the day and week. Optimized timings per peak should improve operations and allow for more flexibility in the timing to accommodate changing traffic patterns throughout the day. As a part of this project, Kimley-Horn will update the timings to provide either new coordinated timings if warranted or additional uncoordinated free timing plans per peak period for improved operation and decreased delay.

2.2 School Plans

Currently, only one of the existing signals runs separate timing plans for school periods despite seven of them existing in close proximity to schools. Table 1 shows the signals Kimley-Horn plans to implement school timing plans based on the school zone timings provided by the City.

Table 1. School Plans

Intersection	Existing	Recommendations
Bagdad Rd & Osage Dr	None	7:45 – 8:20 AM, 3:30 – 3:55 PM
Lakeline Blvd & Osage Dr	None	6:55 – 9:00 AM, 2:30 – 4:00 PM
Crystal Falls Pkwy & Horizon Park Blvd	None	7:00 – 7:30 AM, 2:40 – 2:55 PM
Crystal Falls Pkwy & Raider Way	Yes	7:45 – 8:45 AM, 3:30 – 4:20 PM
Ronald Reagan Blvd & Journey Pkwy	None	7:15-8:00 AM, 4:15-4:55 PM
Bagdad Rd & San Gabriel Pkwy	None	7:50-8:20 AM, 3:35-3:55 PM
Bagdad Rd & Municipal Dr	None	7:30-8:30 AM, 4:15-4:45 PM

2.3 Detection

The primary vehicular detection equipment used throughout the City is Iteris Vector radar/camera combination units. There are also a number of Iteris Vantage video detection systems use within this group of signals. During field observations, all detection was working properly.

All pedestrian detection equipment were working properly. However, some were not Accessible Pedestrian Signal (APS) systems. Recommendations for upgrade locations are listed in Section **Error! Reference source not found..**

2.4 Current LOS

Kimley-Horn modeled and analyzed the existing timings and operations using Synchro software. Most intersections operated at acceptable levels of service (LOS) based on delay. However, Table 2 through Table 4 show the intersections and movements that had failing LOS (E or F). Many of these appear to be due to existing timings using a single set of free parameters that will be updated and improved as a part of this retiming project. However, some appear to be a result of inadequate intersection geometry and laneage. Table 2 through Table 4 also provide a brief summary of potential recommendations that could improve intersection operations and warrant further study.

Table 2. Turning Movements with Failing LOS - AM

Intersection	Existing	Recommendations
Bagdad Rd & Crystal Falls Pkwy	SBT: F, SBR: F	Signal retiming as a part of this project
Lakeline & Crystal Falls Pkwy	EBL, WBL, NBR, SBT, SBR: E	Signal retiming as a part of this project
Lakeline Blvd & Osage Dr	WBT & SBT: E EBT, NBL, & SBL: F	Signal retiming as a part of this project
Crystal Falls Pkwy & Horizon Park Blvd	NBT: E, SBT: F	Signal retiming as a part of this project
Crystal Falls Pkwy & Raider Way	WBT: E, SBL: E	Signal retiming as a part of this project
Ronald Reagan Blvd & FM 2243	EBL: E, EBT: E, WBL: E, SBL: E, SBT: F	Signal retiming as a part of this project

Ronald Reagan Blvd & Crystal Falls Pkwy	EBL: E, NBL: F	Signal retiming as a part of this project.
Ronald Reagan Blvd & Journey Pkwy	EBT: E, NBL: E, SBL: F	Signal retiming as a part of this project
Bagdad Rd & San Gabriel Pkwy	WBL: E	Signal retiming as part of this project
Bagdad Rd & Hero Way	SBL: E	Signal retiming as part of this project
Bagdad Rd & Municipal Dr	EBT: F, WBT: E	Signal retiming as part of this project. Add left turn lanes E/W to remove split phase.

Table 3. Tuning Movements with Failing LOS - MD

Intersection	Existing	Recommendations
Ronald Reagan Blvd & FM 2243	EBL: E, EBT: E, WBT: E, NBT: F, SBL: E, SBT: E	Add a right turn lane for each approach.

Table 4. Turning Movements with Failing LOS - PM

Intersection	Existing	Recommendations
Bagdad Rd & Crystal Falls Pkwy	NBT: E	Signal retiming as a part of this project
Lakeline & Crystal Falls Pkwy	WBL: E	Signal retiming as a part of this project
Lakeline Blvd & Osage Dr	EBT, WBT, & SBL: E NBL: F	Re-stripe westbound approach and remove split phasing
Ronald Reagan Blvd & FM 2243	EBL: F, EBT: E, WBL: F, WBT: F, NBT: F, SBL: F, SBT: F	Add right turn lane for each approach.
Ronald Reagan Blvd & Crystal Falls Pkwy	EBL: F, NBL: E	Signal retiming as a part of this project. Add second EB and NB left turn lanes.
Ronald Reagan Blvd & Journey Pkwy	EBT: E, WBL: E, NBL: E, SBL: F	Signal retiming as a part of this project
Hero Way & Broade St	NBL: F	Signal retiming as part of this project. Add left turn lanes E/W to remove split phase.

3. Recommended Signal Upgrades

3.1 Turn Lane Improvements

Using the findings from the delay and LOS analysis in Section 2.4, Kimley-Horn has provided potential turn lane improvement recommendations in **Error! Reference source not found..** These recommendations warrant further study, but provide a list of locations where geometric improvements could greatly improve traffic operations at each intersection.

Table 5. Recommended Turn Lane Improvements

Intersection	Existing	Recommendations
Bagdad Rd & Crystal Falls Pkwy	SB Approach: 3 lanes with dedicated SBL turn lane.	Add SB right turn lane.
Lakeline Blvd & Osage Dr	Currently split phased. Failing left turns and throughs.	Add EB & WB left turns within median to remove split phase.
Crystal Falls Pkwy & Horizon Park Blvd	Split phase for minor approaches (NB and SB). Only one lane going SB	Add turn lanes N/S to remove split phase
Crystal Falls Pkwy & Raider Way	Currently very high volumes at SB approach. Left turns conflict with phase 4 peds.	Protected left turn or lead-lag.
Ronald Reagan Blvd & FM 2243	No right turn lanes	Add right turn lanes for each approach
Ronald Reagan Blvd & Crystal Falls Pkwy	Single EB left turn lane	Add second EB and NB left turn lanes
Ronald Reagan Blvd & Journey Pkwy	Single WB left turn lane	Add second WB left turn lane
Bagdad Rd & Hero Way	RT OVL exist on all approaches except SBR (no SBRTL)	None
Ronald Reagan & Hero Way	Single EB lane	Add EB left and right turn lanes

3.2 FYAs

Flashing Yellow Arrows (FYAs) provide a higher level of safety and a more intuitive signal indication for protective-permissive left turn movements as compared to their older five-section counterparts. FYAs are the new Texas Manual on Uniform Traffic Control Devices (TMUTCD) standard treatment for protected-permissive left turns and should replace existing older five-section signal heads as funding and equipment allow. Table 6 provides a list of signals and left turn movements where Kimley-Horn recommends upgrading to FYAs.

Table 6. Locations for FYA Upgrades

Intersection	Existing	Recommendations
Crystal Falls Pkwy & Horizon Park Blvd	WB/EB prot-perm (5 head) no FYA.	Upgrade EB & WB to FYAs
Crystal Falls Pkwy & Raider Way	WB/EB prot-perm (5 head) no FYA.	Upgrade EB & WB to FYAs
Bagdad Rd & Municipal Dr	EB/WB split phase protected	Would need to convert medians to LT lanes before removing split phasing and potentially changing to FYA.
Hero Way & Lakeline Blvd	WB LT is prot-perm 5 sec	Change to FYA
Hero Way & Broade St	EB/WB LT prot-perm 5 sec	Upgrade EB & WB to FYAs C

3.3 Right Turn Overlaps

Right turn overlaps often provide delay improvements at locations with heavy right turn volumes and dedicated right turn lanes, particularly where the right turns compliment heavy left turn movements as well. Kimley-Horn evaluated the existing intersection configurations and traffic volumes to produce the list in Table 7 that shows locations where the City should consider the addition of right turn overlaps where right turn lanes already exist.

Table 7. Right Turn Overlaps

Intersection	Existing	Recommendations
Bagdad Rd & Osage Dr	No right turn overlaps	Add EBR overlap
Lakeline Blvd & Osage Dr	No right turn overlaps	Add EBR overlap
Crystal Falls Pkwy & Horizon Park Blvd	No right turn overlaps	Add NBR overlap
Crystal Falls Pkwy & Raider Way	No right turn overlaps	Add SBR overlap
Ronald Reagan Blvd & Crystal Falls Pkwy	No right turn overlaps	Add EBR overlap

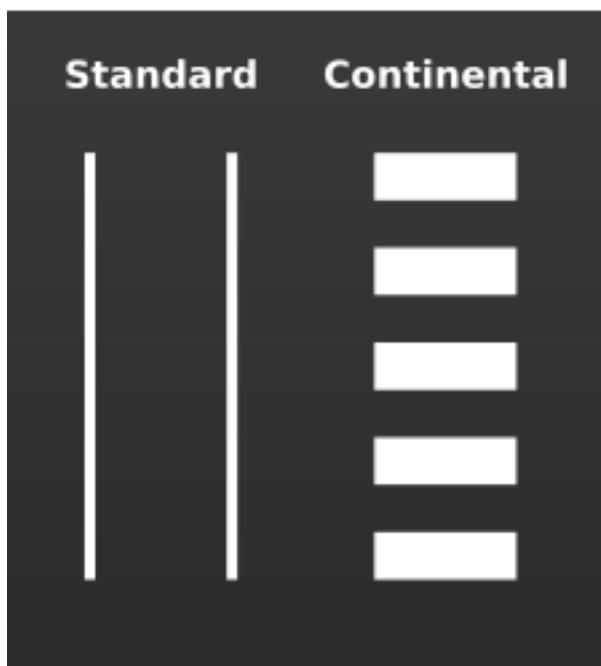
3.4 Pedestrian Infrastructure

Kimley-Horn assessed existing pedestrian infrastructure throughout the system. This included evaluating the status and clarity of pavement markings, operation of push buttons, and general compliance with Americans with Disabilities Act (ADA) specifications. Table 8 lists current deficiencies and recommended improvements for pedestrian infrastructure for project intersections.

Table 8. Pedestrian Infrastructure

Intersection	Recommendations
Bagdad Rd & Crystal Falls Pkwy	Add ramps for phase 4. Restripe phase 2 to continental.
Bagdad Rd & Osage Dr	Improve ramps at all corners to meet ADA requirements
Lakeline & Crystal Falls Pkwy	Restripe all crosswalks and update to continental. Upgrade to APS PBs.
Lakeline Blvd & Osage Dr	Restripe WB/EB CWs to Continental. Restripe NB/SB on either leg to be MUTCD compliant.
Crystal Falls Pkwy & Horizon Park Blvd	Restripe crosswalks
Ronald Reagan Blvd & FM 2243	Add crosswalks and pedestrian phases
Ronald Reagan Blvd & Crystal Falls Pkwy	Add ped signals for western leg
Bagdad Rd & San Gabriel Pkwy	Add ADA ramps on NW corner
Bagdad Rd & Hero Way	Refresh crosswalk on all legs, update to continental striping
Bagdad Rd & Municipal Dr	Update crosswalk to continental striping
Hero Way & Lakeline Blvd	Refresh crosswalk on south leg
Hero Way & Broade St	Add crosswalk on west leg
Ronald Reagan & Hero Way	Add crosswalks and pedestrian phases

When updating or refreshing crosswalks, it would be beneficial to change the striping to a high visibility continental crosswalk as opposed to the standard crosswalk (see figure below) existing at the intersections today.



3.4.1 Leading Pedestrian Intervals

Leading Pedestrian Intervals (LPIs) prioritize pedestrians at a traffic signal by providing a walk indication prior to the associated vehicular movement getting a green ball. This allows pedestrians to establish their presence in the crosswalk before cars get to go and improves safety through increased visibility and reducing conflicts. LPIs are often implemented where there are high pedestrian volumes, high incidences of ped related crashes, and/or around schools, parks, etc.. Currently, three of the project intersections have LPIs, and Kimley-Horn recommends adding them to two additional locations as shown in Table 9.

Table 9. Leading Pedestrian Intervals (LPIs)

Intersection	Existing	Recommendations
Crystal Falls Pkwy & Horizon Park Blvd	Existing LPI	Keep LPI due to school
Crystal Falls Pkwy & Raider Way	Existing LPI	Keep LPI due to school
Bagdad Rd & Hero Way	None	Add LPI due to high ped volume
Bagdad Rd & Municipal Dr	Existing LPI	Keep LPI due to school
Hero Way & Broade St	None	Add LPI due to high ped volume

3.5 Signal Equipment

3.5.1 Backplates

Signal backplates make traffic signals easier to see to drivers by increasing conspicuity from the background environment. They also assist when a traffic signal may be dark due to a power outage or when sun or other glaring light sources fill the background. A proven, low-cost safety improvement, they are often standard for all new installations and a good improvement that is easy to retrofit. As a part of this project, Kimley-Horn provides a list of locations that could benefit from adding backplates and/or adding retroreflective tape to backplates as shown in Table 10.

Table 10. Backplates

Intersection	Existing	Recommendations
Bagdad Rd & Crystal Falls Pkwy	No backplates	Add backplates with retroreflective tape
Bagdad Rd & Osage Dr	No backplates	Add backplates with retroreflective tape
Lakeline & Crystal Falls Pkwy	All signals have black backplates	Add yellow retroreflective tape
Lakeline Blvd & Osage Dr	All signals have black backplates	Add yellow retroreflective tape
Crystal Falls Pkwy & Horizon Park Blvd	All signals have black backplates	Add yellow retroreflective tape
Crystal Falls Pkwy & Raider Way	All signals have black backplates	Add yellow retroreflective tape
Ronald Reagan Blvd & FM 2243	All signals have black backplates	Add yellow retroreflective tape
Ronald Reagan Blvd & Crystal Falls Pkwy	All signals have black backplates	Add yellow retroreflective tape
Ronald Reagan Blvd & Journey Pkwy	All signals have black backplates	Add yellow retroreflective tape
Bagdad Rd & San Gabriel Pkwy	All signals have black backplates	Add yellow retroreflective tape
Bagdad Rd & Hero Way	All signals have black backplates	Add yellow retroreflective tape
Bagdad Rd & Municipal Dr	All signals have black backplates	Add yellow retroreflective tape
Hero Way & Lakeline Blvd	All signals have black backplates	Add yellow retroreflective tape
Hero Way & Broade St	All signals have black backplates	Add yellow retroreflective tape
Ronald Reagan & Hero Way	All signals have black backplates	Add yellow retroreflective tape
Ronald Reagan & Kauffman	All signals have black backplates	Add yellow retroreflective tape

3.5.2 Cameras

CCTV or PTZ cameras can be used at intersections to record traffic patterns, gather data, and investigate any technical difficulties reported at the intersection. The wireless technology contained within the traffic signal cabinet allows users to seamlessly view live and recorded footage remotely from a city's transportation management center. In Table 11, Kimley-Horn only noted one intersection that currently has a PTZ camera, while recommending the addition of this technology to the others. The City currently utilizes detection cameras in its traffic management center to view each intersection approach. So, PTZ aren't necessary currently but PTZ cameras would allow the City to change the range of view and zoom to see incidents, queueing and other items of interest that the current system does not allow. As the City's traffic network grows and matures, they should consider PTZ cameras at the locations recommended in Table 11.

Table 11. Cameras

Intersection	Existing	Recommendations
Bagdad Rd & Crystal Falls Pkwy	None	Add PTZ/CCTV camera
Bagdad Rd & Osage Dr	None	Add PTZ/CCTV camera
Lakeline & Crystal Falls Pkwy	None	Add PTZ/CCTV camera
Lakeline Blvd & Osage Dr	None	Add PTZ/CCTV camera
Crystal Falls Pkwy & Horizon Park Blvd	None	Add PTZ/CCTV camera
Crystal Falls Pkwy & Raider Way	None	Add PTZ/CCTV camera
Ronald Reagan Blvd & FM 2243	None	Add PTZ/CCTV camera
Ronald Reagan Blvd & Crystal Falls Pkwy	None	Add PTZ/CCTV camera
Ronald Reagan Blvd & Journey Pkwy	None	Add PTZ/CCTV camera
Bagdad Rd & San Gabriel Pkwy	None	Add PTZ/CCTV camera
Bagdad Rd & Hero Way	None	Add PTZ/CCTV camera
Bagdad Rd & Municipal Dr	None	Add PTZ/CCTV camera
Hero Way & Lakeline Blvd	None	Add PTZ/CCTV camera
Hero Way & Broade St	None	Add PTZ/CCTV camera
Ronald Reagan & Hero Way	None	Add PTZ/CCTV camera
Ronald Reagan & Kauffman	Has PTZ/CCTV camera	

3.5.3 General Signal Upgrades

This section highlights miscellaneous items that were only observed at one or two intersections. Items include upgrading signals from span wire to mast arm, comm loss, and broken cabinet infrastructure.

Table 12. General Signal Upgrades

Intersection	Existing	Recommendations
Ronald Reagan Blvd & FM 2243	Span wire	Upgrade to mast arm poles
Ronald Reagan Blvd & Crystal Falls Pkwy	Span wire	Upgrade to mast arm poles
Ronald Reagan Blvd & Journey Pkwy	Cabinet door prop broken	Fix door prop

3.6 Battery Backup Systems

Battery Backup Systems (BBUs) provide emergency power to traffic signals when the source power is out. They typically can last for upwards of 4 hours, and they also condition power, providing a steady, clean source to the signal even if the power coming from the utility provider fluctuates significantly.

Kimley-Horn recommends the installation of BBUs at each of the traffic signals that currently do not have them as shown in Table 13.

Table 13. Battery Backup Units (BBUs)

Intersection	Recommendations
Lakeline Blvd & Osage Dr	Add BBU
Crystal Falls Pkwy & Horizon Park Blvd	Add BBU
Crystal Falls Pkwy & Raider Way	Add BBU
Ronald Reagan Blvd & FM 2243	Add BBU
Ronald Reagan Blvd & Crystal Falls Pkwy	Add BBU
Bagdad Rd & San Gabriel Pkwy	Add BBU
Bagdad Rd & Municipal Dr	Add BBU
Hero Way & Lakeline Blvd	Add BBU
Ronald Reagan & Hero Way	Add BBU

3.6.1 Emergency Vehicle Preemption (EVP)

The City currently utilizes a 3M Opticom emergency vehicle preemption system at many of its traffic signal locations. Kimley-Horn identified locations that did not have EVP equipment and provide a list of locations in Table 14 where EVP can be added to expand EVP operations throughout the City.

Table 14. Emergency Vehicle Preemption (EVP)

Intersection	Recommendations
Bagdad Rd & Crystal Falls Pkwy	Add opticom pre-emption
Bagdad Rd & Osage Dr	Add opticom pre-emption
Lakeline & Crystal Falls Pkwy	Add opticom pre-emption for remaining approaches
Lakeline Blvd & Osage Dr	Add opticom pre-emption
Crystal Falls Pkwy & Horizon Park Blvd	Add opticom pre-emption
Crystal Falls Pkwy & Raider Way	Add opticom pre-emption
Ronald Reagan Blvd & FM 2243	Add opticom pre-emption
Ronald Reagan Blvd & Crystal Falls Pkwy	Add opticom pre-emption
Bagdad Rd & San Gabriel Pkwy	Add opticom pre-emption
Bagdad Rd & Municipal Dr	Add opticom pre-emption
Ronald Reagan & Hero Way	Add opticom pre-emption

4. Additional Recommendations

4.1 Pavement Markings

Pavement markings tend to wear down and lose visibility over time for various reasons, such as vehicle traffic, weather, etc. Pavement markings are typically refreshed annually or biennially. In Table 15 Kimley-Horn noted areas where pavement markings could use refreshing or where essential pavement markings were absent.

Table 15. Pavement Markings

Intersection	Recommendations
Bagdad Rd & Osage Dr	Refresh EB arrows and stop bar
Lakeline Blvd & Osage Dr	Refresh SB all arrows and stop bars
Crystal Falls Pkwy & Horizon Park Blvd	Refresh SB lane lines and stop bar
Crystal Falls Pkwy & Raider Way	Refresh WB and SB stop bar, lane lines, and arrows
Ronald Reagan Blvd & FM 2243	Refresh pavement markings for all approaches
Ronald Reagan Blvd & Journey Pkwy	Add NBL arrow, Refresh stop bars
Bagdad Rd & Hero Way	Refresh SB approach stop bar and arrows
Bagdad Rd & Municipal Dr	Refresh bike lane line on Municipal and Vista Ridge

4.2 Larger Roadway Improvements

Using existing turning movement counts collected and analyzing in synchro, there were two intersections observed to have a failing LOS during the peak analysis periods. The two failing intersections were Lakeline Blvd at Osage Dr and Ronald Reagan Blvd at FM 2243. Signal timing adjustments alone would likely not be enough of a mitigation to bring these intersections to an acceptable LOS.

4.2.1 Lakeline & Osage

For the intersection of Lakeline & Osage Dr, the movement with the most delay in the AM and PM peak analysis periods is the NBL movement. This is mostly due to the high left turn volume, a short green time, along with the split phasing on the side streets (Osage Dr). Removing the split phasing on the side streets would likely have the greatest impact on the delay of all movements at the intersection. In order to remove the split phasing, the lane assignment and geometry of the side streets would likely need to change. This would include installing dedicated EB and WB left turn lanes and potentially an EB right turn lane due to the heavy volume from this movement. Currently, there is adequate space in the medians to make the left turn lane improvements. An additional NB left turn lane may be required to improve the movement's LOS.

4.2.2 Ronald Reagan & FM 2243

The intersection of Ronald Reagan Blvd & FM 2243 currently has a failing intersection LOS in the AM and PM peak periods as well as MD period. Most of the delay is attributed to the major NB and SB thru movements, which should be improved by coordinating the signal timings along Ronald Reagan Blvd. However, there is still significant delay on the side streets, which would likely be negatively impacted by coordinated signal timings. The EB and WB approaches of FM 2243 would likely need some capacity improvements by creating dual left turns, additional thru lanes, and/or dedicated right turn lanes. This intersection should be a candidate for an Intersection Control Evaluation (ICE) to further investigate and analyze the best alternatives.



June 28, 2024

Mr. Tony Bettis, PMP
CIP Program Manager
City of Leander
201 N. Brushy St.
Leander, TX 78641

Reference: Ronald Reagan Boulevard Corridor Study
Leander, Texas

Subject: Cost Estimates Summary

Dear Mr. Bettis,

As discussed, Huitt-Zollars, Inc. (HZ) has developed planning level/budgetary opinion of probable costs (estimates) for the proposed improvements identified in the Ronald Reagan Corridor Study within the City limits. The estimates were determined for short-, mid-, and long-term projects as identified in the study. Below is a summary of the estimates (see attached exhibits and cost estimates for details):

EXHIBIT	INTERSECTION	INTERSECTION PROJECT	TOTAL COST BY TERM OF IMPLEMENTATION*			GRAND TOTAL
			SHORT TERM (< 5 YEARS)	MID TERM (5-10 YEARS)	LONG TERM (> 10 YEARS)	
1	1, 2	Ronald Reagan Boulevard and SH 29 (NB and SB)			\$19,430,649	\$19,430,649
2	3	Ronald Reagan Boulevard and Kauffmann Loop	\$1,040,494			\$1,040,494
3	4	Ronald Reagan Boulevard and Via de Sienna Boulevard	\$1,952,286			\$1,952,286
4	5	Ronald Reagan Boulevard and Gabriels Horn Road	\$1,965,873			\$1,965,873
5	6	Ronald Reagan Boulevard and Vista Heights Drive	\$2,653,303			\$2,653,303
6A	7	Ronald Reagan Boulevard and Hero Way	\$1,395,038			\$1,395,038
6B	7	Ronald Reagan Boulevard and Hero Way			\$19,300,445	\$19,300,445
7	8	Ronald Reagan Boulevard and RM 2243			\$2,621,841	\$2,621,841
8	9	Ronald Reagan Boulevard and Sarah Apartments Driveway	\$492,355			\$492,355
9	10	Ronald Reagan Boulevard and Sarita Drive		\$1,932,755		\$1,932,755
10	11	Ronald Reagan Boulevard and Crystal Falls Parkway	\$1,337,116		\$22,356,796	\$23,693,912
11	12	Ronald Reagan Boulevard and CR 177			\$474,413	\$474,413
12	13	Ronald Reagan Boulevard and Grand Lake Parkway	\$2,747,455			\$2,747,455
13	14	Ronald Reagan Boulevard and Journey Parkway	\$2,718,857	\$1,091,358		\$3,810,215
TOTAL			\$16,302,778	\$3,024,114	\$64,184,143	\$83,511,035

*Total costs include hard costs (i.e., construction), soft costs (e.g., surveying, engineering, geotechnical, environmental, right-of-way (ROW) acquisition, legal, construction management, inspection, materials testing, etc.), contingency, and projected inflation at the time of implementation.

In summary, short-term project improvements (recommended for implementation in less than 5 years) total \$16,302,778, mid-term improvements (recommended for implementation in 5-10 years) total \$3,024,114, and long-term improvements (recommended for implementation in more than 10 years) total \$64,184,143. The grand total for all improvements is estimated at \$83,511,035. As noted, total costs include hard costs, soft costs, contingency, and projected inflation at the time of implementation.

We appreciate the opportunity to be of service for this project. Please contact me should there be any questions.

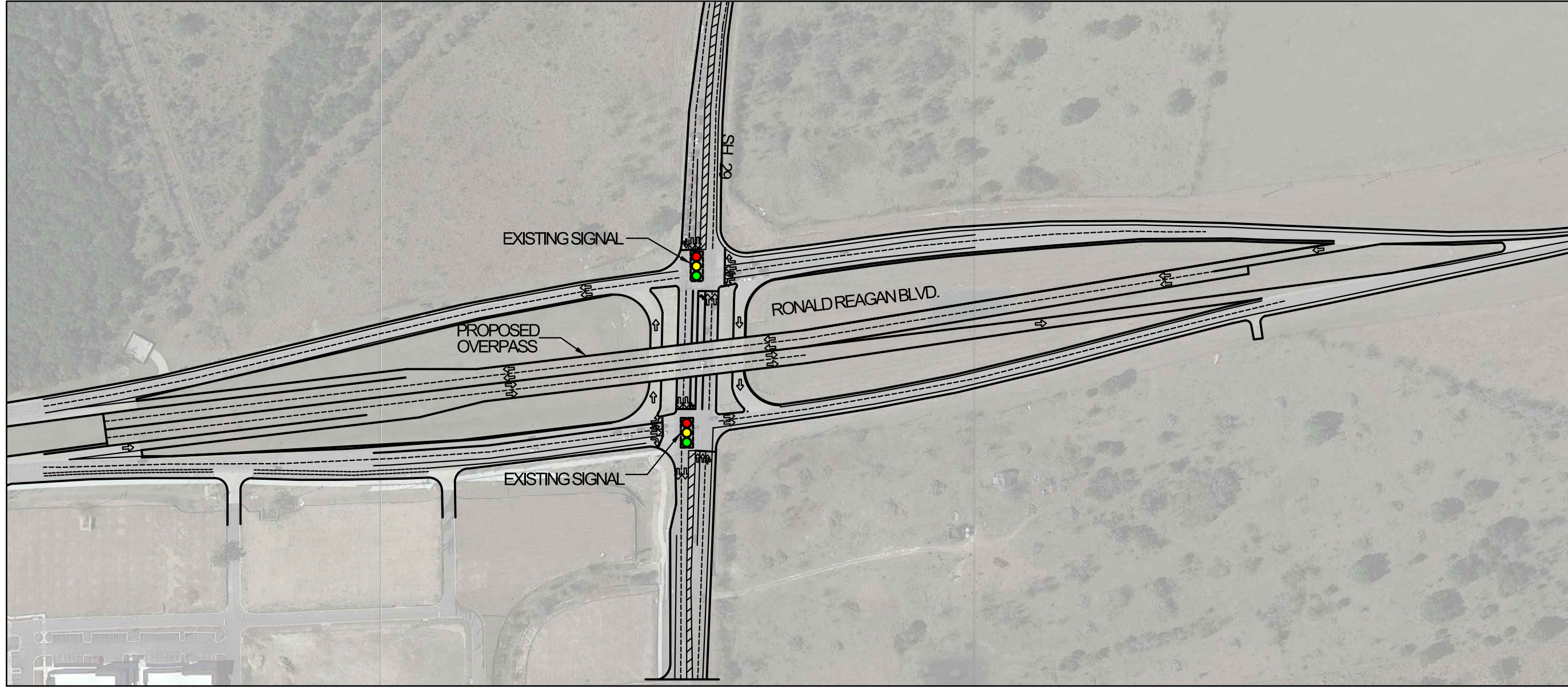
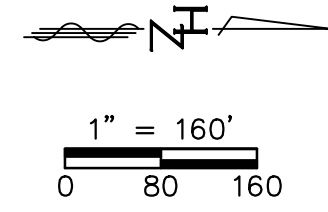
Respectfully submitted,
Huitt-Zollars, Inc.

A handwritten signature in blue ink, appearing to read 'RZ' or 'RG', with a stylized flourish.

Rey Gonzalez, P.E.
Vice President/Senior Project Manager

Attachments:

- Project Exhibits with Quantities
- Detailed Cost Estimates



DEMOLITION
EXCAVATION - ROAD SIDE = 5,247 CY



NEW CONSTRUCTION
ROAD CONSTRUCTION = 1.5 MI
4" ASPHALT = 2538 SY
12" FLEX BASE = 2538 SY
6" SUB-GRADE = 2538 SY
OVERPASS BRIDGE = 22,845 SF
6" WHITE STRIPING (BRK) = 2658 LF
6" YELLOW STRIPING (SLD) = 3573 LF
6" WHITE STRIPING (SLD) = 3501 LF

RECOMMENDATIONS:
1. OVERPASS ON RONALD REAGAN BLVD.

NOTES:
FIGURES ARE DIAGRAMMATIC AND SHOULD NOT BE USED FOR CONSTRUCTION.

HUITT ZOLLARS
9600 North MoPac Expy
Suite 420
Austin, Texas 78759
512.231.1119
Firm No. F-761

**Ronald Reagan Boulevard Traffic Analysis
Intersection 1&2 (Ronald Reagan Blvd & SH 29)**

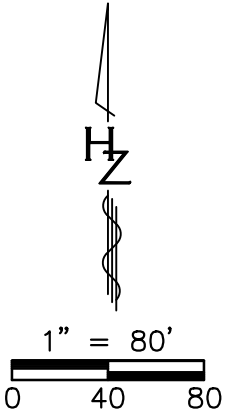
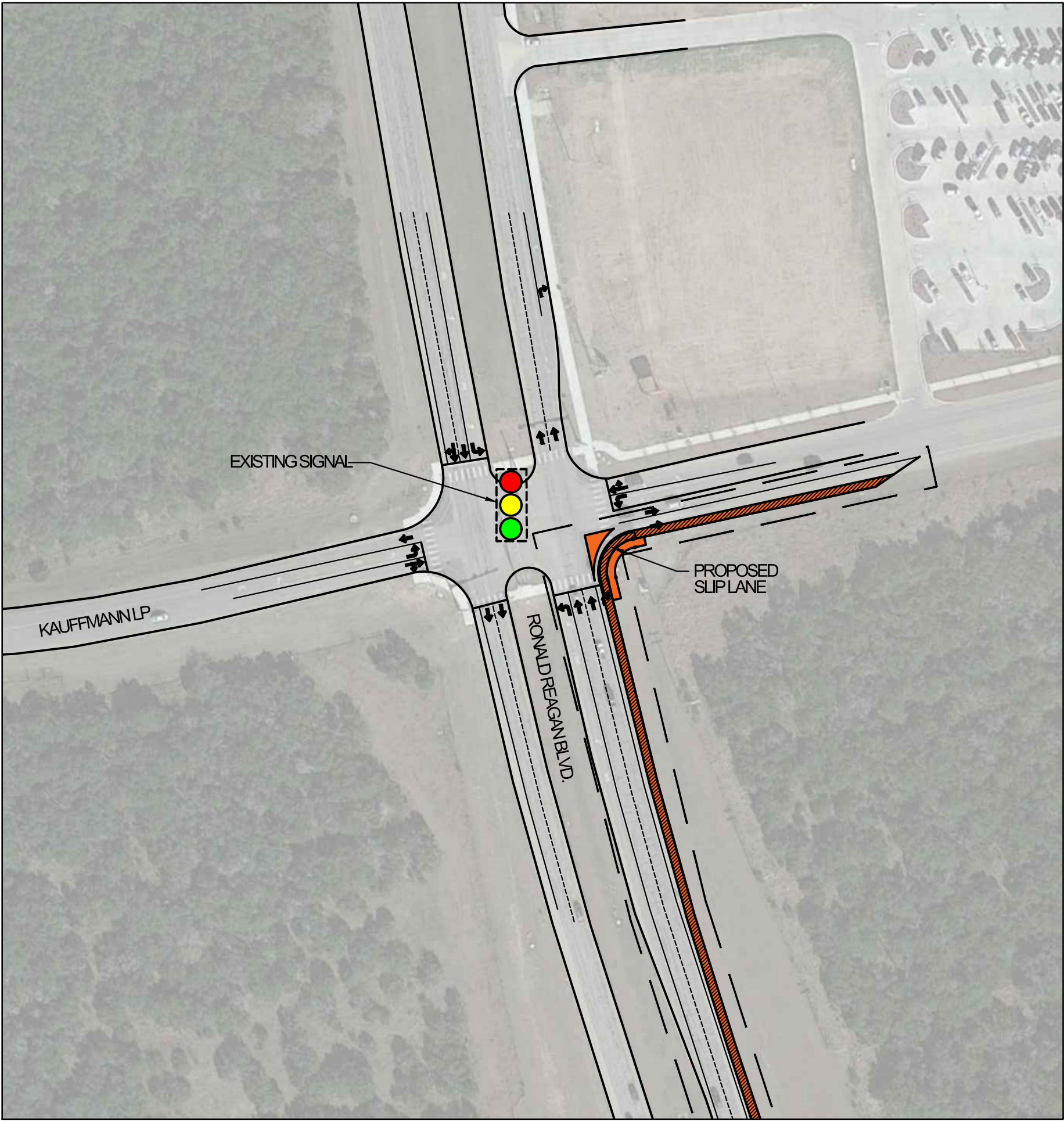
**Exhibit
Number**

1

RONALD REAGAN BOULEVARD AND SH 29 (NORTHBOUND AND SOUTHBOUND)

RONALD REAGAN CORRIDOR IMPROVEMENTS				
LONG TERM				
(Year 2039)				
6/28/2024				
	Description			Subtotal Cost
HARD COSTS				
ESTIMATED CONSTRUCTION COST (INCLUDES 10% MOBILIZATION)				\$6,298,886
	SOFT COSTS	Unit	Unit Cost	Quantity
1	Design	10%	of Construction	
2	Environmental Study	2%	of Construction	
3	Survey / Topography	3%	of Construction	
4	Geotechnical Services	2%	of Construction	
5	Appraisal Services	0%	of Construction	
6	Property / Row Acquisition	AC	\$50,000	0.0
7	Material Testing	3%	of Construction	
8	Construction Management	10%	of Construction	
9	Inspection	2%	of Construction	
	ESTIMATED SOFT COST			\$2,015,643
Subtotal				\$8,314,529
	Contingency	50%	of Hard and Soft Cost	
Subtotal				\$12,471,794
	3% INFLATION RATE PER YEAR (TO YEAR 2039)			\$6,958,855
ESTIMATED TOTAL COST (HARD AND SOFT COST)				\$19,430,649

RONALD REAGAN CORRIDOR IMPROVEMENTS EXHIBIT 1					
Item No.	Description	UNIT	QUANTITY	UNIT PRICE	TOTAL
TRAFFIC CONTROL					
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	12	\$10,000.00	\$120,000
				Subtotal	\$120,000
DEMOLITION					
100 6002	PREPARING ROW	STA	25	\$5,250.00	\$131,250
				Subtotal	\$131,250
ROADWAY IMPROVEMENTS					
	OVERPASS ESTIMATE @SH-29 (BRIDGE)	LS	1	\$2,094,000.00	\$2,094,000
110 6001	EXCAVATION (ROADWAY)(BRIDGE)	CY	5,247	\$65.00	\$341,055
247 6233	FL BS (CMP IN PLACE)(TY A GR 1-2)(12") (BRIDGE)	SY	2,538	\$85.00	\$215,730
	6" SUBGRADE PREP (BRIDGE)	SY	2,538	\$18.00	\$45,684
334 6080	HMCL ACP TY-D AC-4" (BRIDGE)	SY	2,538	\$85.00	\$215,730
	LANES FOR OVERPASS @SH-29	LANE MI	1.5	\$1,700,000.00	\$2,550,000
				Subtotal	\$5,462,199
SIGNAL, SIGNING, AND STRIPING IMPROVEMENTS					
666 6347	REF PROF PAV MRK TY II(Y)6"(SLD)(100MIL)	LF	3,573	\$0.85	\$3,037
666 6171	REFL PAV MRK TY II (W) 6" (BRK)	LF	2,658	\$1.63	\$4,333
666 6174	REFL PAV MRK TY II (W) 6" (SLD)	LF	3,501	\$1.51	\$5,287
678 6002	PAV SURF PREP FOR MRK (6")	LF	7,739	\$0.02	\$155
				Subtotal	\$12,811
ADA IMPROVEMENTS					
531 6003	CONC SIDEWALKS (6") (INCL. EXCAVATION)	SF	0	\$12.00	\$0
5316004	CURB RAMPS (TY 1)	EA	0	\$2,500.00	\$0
531 6010	CURB RAMPS (TY 7)	EA	0	\$2,600.00	\$0
531 6016	CURB RAMPS (TY 21)	EA	0	\$3,000.00	\$0
530 6004	DRIVEWAYS (CONC)	SY	0	\$115.00	\$0
				Subtotal	\$0
CONSTRUCTION COST (BEFORE MOBILIZATION)					\$5,726,260
MOBILIZATION OF TOTAL CONSTRUCTION					
500 6001	MOBILIZATION (10%)	10%	OF CONSTRUCTION		\$572,626
ESTIMATED CONSTRUCTION COST					\$6,298,886



- DEMOLITION**
- EXCAVATION - ROAD SIDE = 345 CY
 - EXCAVATION - SIDEWALK = 11 CY
 - CURB & GUTTER = 60 LF
 - CONCRETE SIDEWALK = 270 SF
 - EXISTING PEDESTRIAN SIGNAL LIGHTS = 2

— SCOPE OF WORK

- NEW CONSTRUCTION**
- 4" ASPHALT = 497 SY (4,476 SF)
 - 12" FLEX BASE = 579 SY
 - 6" SUB-GRADE = 579 SY
 - CURB & GUTTER = 60 LF
 - CONCRETE SIDEWALK = 708 SF
 - STRIPING JUST SCOPE OF WORK= 872 LF
 - CROSSWALK STRIPPING = 84 LF
 - NEW PEDESTRIAN SIGNAL LIGHTS = 2
 - FIRE HYDRANT RELOCATION = 1
 - PEDESTRIAN LIGHTS FOUNDATION = 2

RECOMMENDATIONS:

- 1. NORTHBOUND RIGHT SLIP LANE

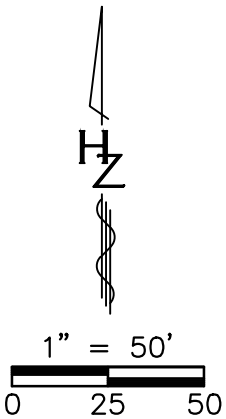
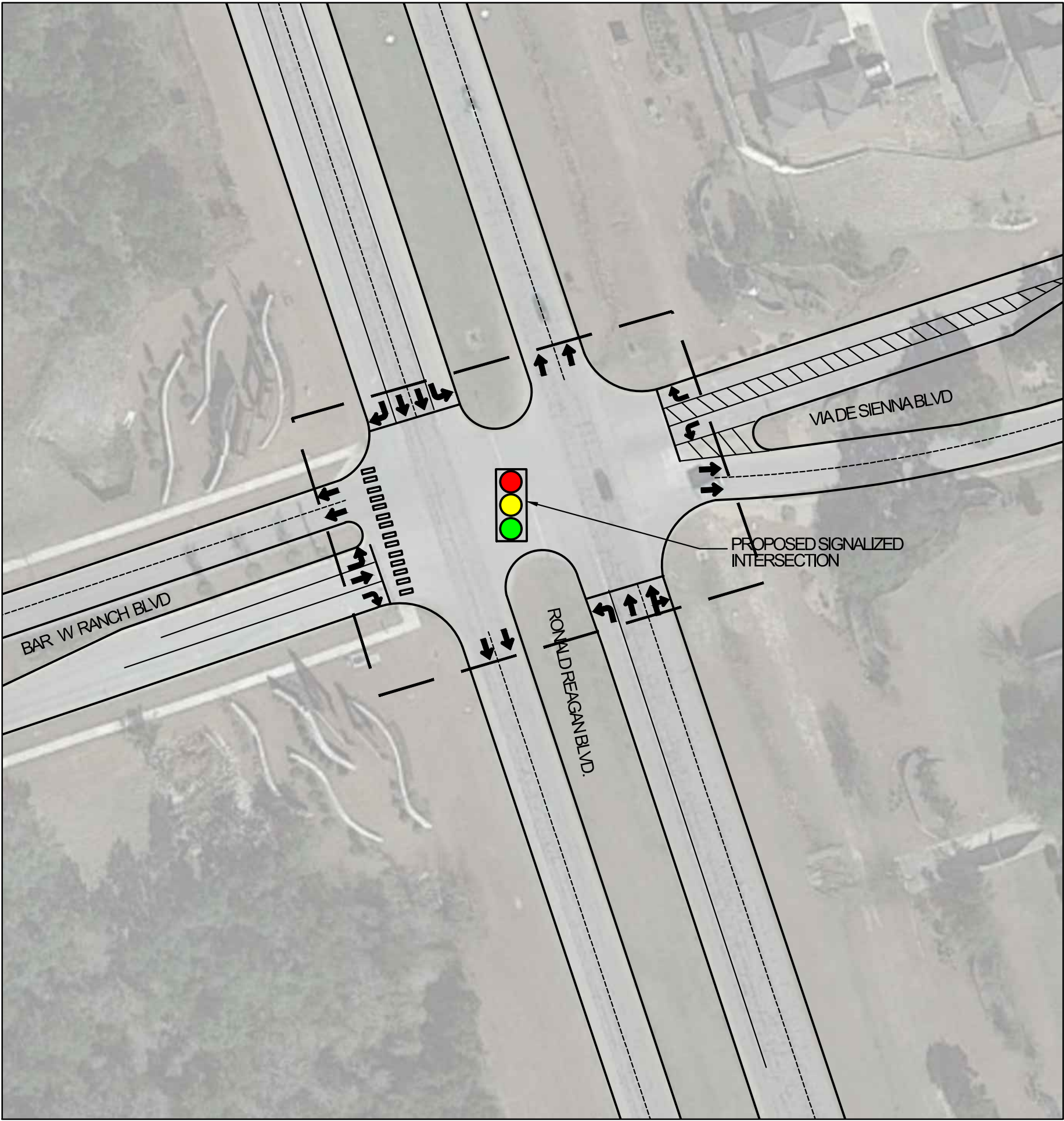
NOTES:

FIGURES ARE DIAGRAMMATIC AND SHOULD NOT BE USED FOR CONSTRUCTION.

RONALD REAGAN BOULEVARD AND KAUFFMAN LOOP

RONALD REAGAN CORRIDOR IMPROVEMENTS SHORT TERM (Year 2029)				
6/28/2024				
	Description			Subtotal Cost
	HARD COSTS			
	<i>ESTIMATED CONSTRUCTION COST (INCLUDES 10% MOBILIZATION)</i>			\$453,303
	SOFT COSTS	Unit	Unit Cost	Quantity
1	Design	10%	of Construction	\$45,330
2	Environmental Study	2%	of Construction	\$9,066
3	Survey / Topography	3%	of Construction	\$13,599
4	Geotechnical Services	2%	of Construction	\$9,066
5	Appraisal Services	0%	of Construction	\$0
6	Property / Row Acquisition	AC	\$50,000	0.0
7	Material Testing	3%	of Construction	\$13,599
8	Construction Management	10%	of Construction	\$45,330
9	Inspection	2%	of Construction	\$9,066
	<i>ESTIMATED SOFT COST</i>			\$145,057
			Subtotal	\$598,360
	Contingency	50%	of Hard and Soft Cost	\$299,180
			Subtotal	\$897,540
	3% INFLATION RATE PER YEAR (TO YEAR 2029)			\$142,955
	ESTIMATED TOTAL COST (HARD AND SOFT COST)			\$1,040,494

RONALD REAGAN CORRIDOR IMPROVEMENTS EXHIBIT 2					
Item No.	Description	UNIT	QUANTITY	UNIT PRICE	TOTAL
	TRAFFIC CONTROL				
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	\$10,000.00	\$60,000
				Subtotal	\$60,000
	DEMOLITION				
100 6002	PREPARING ROW	STA	9	\$5,250.00	\$47,250
104 6029	REMOVING CONC (CURB OR CURB & GUTTER)	LF	60	\$50.00	\$3,000
104 6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	270	\$6.00	\$1,620
687 6005	REMOVE PED POLE ASSEMBLY	EA	2	\$1,000.00	\$2,000
				Subtotal	\$53,870
	ROADWAY IMPROVEMENTS				
110 6001	EXCAVATION (ROADWAY)	CY	345	\$70.00	\$24,150
247 6233	FL BS (CMP IN PLACE)(TY A GR 1-2)(12")	SY	579	\$90.00	\$52,110
	6" SUBGRADE PREP	SY	579	\$20.00	\$11,580
334 6080	HMCL ACP TY-D AC-4"	SY	497	\$80.00	\$39,760
529 6008	CONC CURB & GUTTER (TY II)	LF	60	\$90.00	\$5,400
				Subtotal	\$133,000
	SIGNAL, SIGNING, AND STRIPING IMPROVEMENTS				
666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	20	\$11.00	\$220
666 6171	REFL PAV MRK TY II (W) 6" (BRK)	LF	826	\$1.63	\$1,346
666 6174	REFL PAV MRK TY II (W) 6" (SLD)	LF	826	\$0.70	\$578
677 6002	ELIM EXT PAV MRK & MRKS (6")	LF	1,652	\$0.83	\$1,371
677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	10	\$4.53	\$45
687 6001	PED POLE ASSEMBLY	EA	2	\$10,000.00	\$20,000
688 6001	PED DETECT PUSH BUTTON (APS)	EA	2	\$2,500.00	\$5,000
678 6002	PAV SURF PREP FOR MRK (6")	LF	1,652	\$0.92	\$1,520
678 6008	PAV SURF PREP FOR MRK (24")	LF	20	\$2.33	\$47
	TRAFFIC SIGNAL MODIFICATIONS	LS	1	\$80,000.00	\$80,000
				Subtotal	\$110,127
	ADA IMPROVEMENTS				
531 6003	CONC SIDEWALKS (6") (INCL. EXCAVATION)	SF	708	\$12.00	\$8,496
531 6004	CURB RAMPS (TY 1)	EA	2	\$2,500.00	\$5,000
531 6016	CURB RAMPS (TY 21)	EA	1	\$3,000.00	\$3,000
				Subtotal	\$16,496
	UTILITIES				
COA 510S	REMOVE AND RELOCATE EXISTING FIRE HYDRANT	LS	1	\$20,000.00	\$20,000
				Subtotal	\$20,000
	ENVIRONMENTAL IMPROVEMENTS				
COA 641S	STABILIZED CONSTRUCTION ENTRANCE	EA	1	\$3,000.00	\$3,000
COA 642S	SILT FENCE	LF	700	\$8.00	\$5,600
	STORMWATER VEGETATIVE FILTER STRIP (GRADING, TOPSOIL, SEEDING, WATERING)	LS	1	\$10,000.00	\$10,000
				Subtotal	\$18,600
	CONSTRUCTION COST (BEFORE MOBILIZATION)				\$412,093
	MOBILIZATION OF TOTAL CONSTRUCTION				
500 6001	MOBILIZATION (10%)	10%	OF CONSTRUCTION		\$41,209
	ESTIMATED CONSTRUCTION COST				\$453,303



- SCOPE OF WORK
- NEW CONSTRUCTION**
- CROSSWALK STRIPPING = 296 LF
 - NEW TRAFFIC SIGNAL LIGHTS = 4
 - NEW FOUNDATION FOR TRAFFIC LIGHTS = 4
 - NEW PEDESTRIAN SIGNAL LIGHTS = 8
 - PEDESTRIAN LIGHTS FOUNDATION = 8

- RECOMMENDATIONS:
- SIGNALIZE INTERSECTION

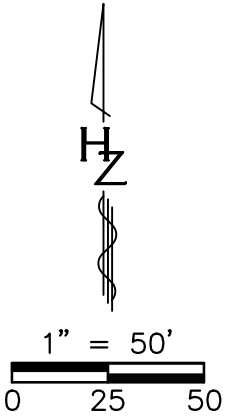
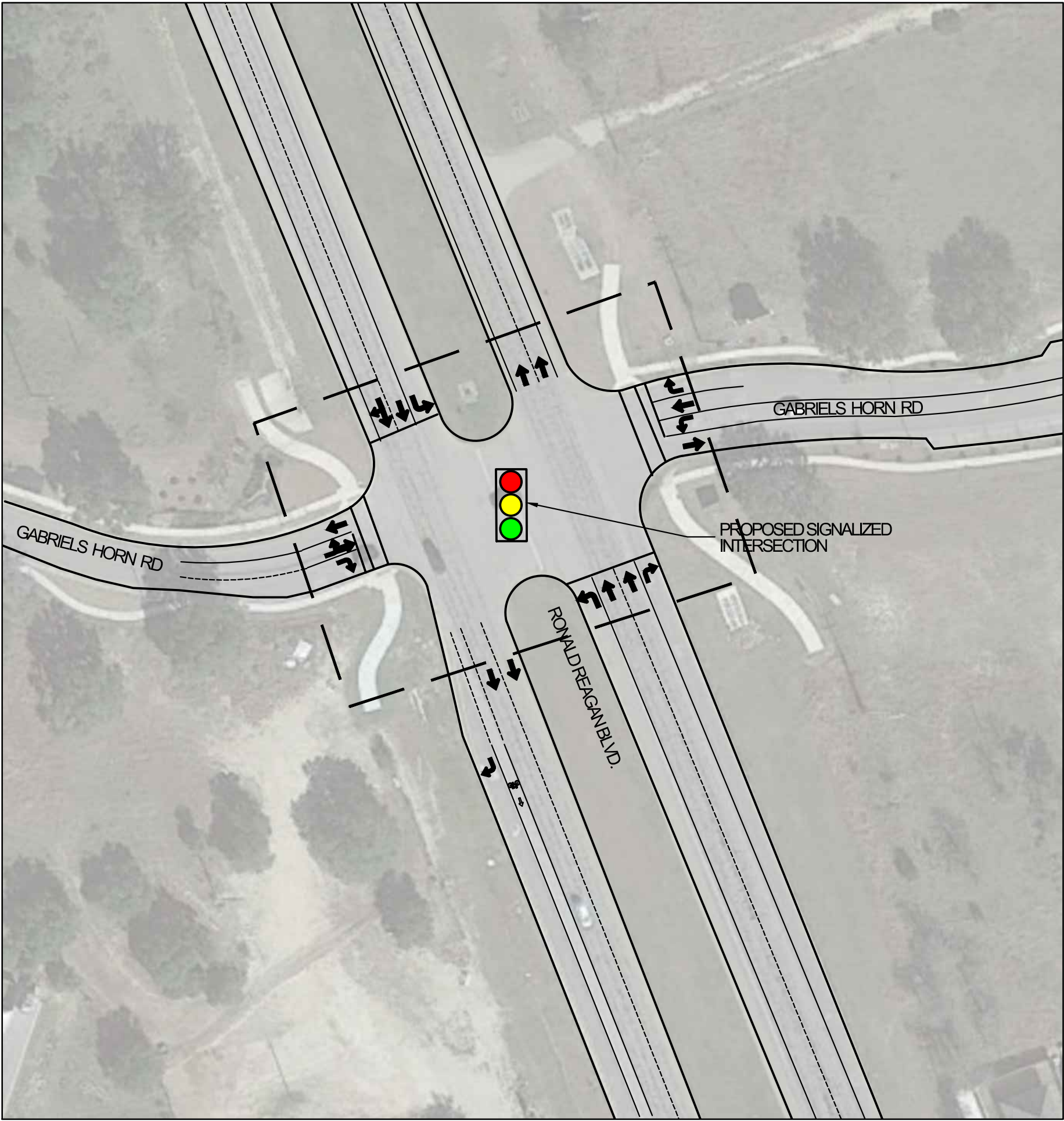
NOTES:

FIGURES ARE DIAGRAMMATIC AND SHOULD NOT BE USED FOR CONSTRUCTION.

RONALD REAGAN BOULEVARD AND VIA DE SIENNA BOULEVARD

RONALD REAGAN CORRIDOR IMPROVEMENTS SHORT TERM (Year 2029)				
6/28/2024				
	Description			Subtotal Cost
	HARD COSTS			
	<i>ESTIMATED CONSTRUCTION COST (INCLUDES 10% MOBILIZATION)</i>			\$850,535
	SOFT COSTS	Unit	Unit Cost	Quantity
1	Design	10%	of Construction	\$85,053
2	Environmental Study	2%	of Construction	\$17,011
3	Survey / Topography	3%	of Construction	\$25,516
4	Geotechnical Services	2%	of Construction	\$17,011
5	Appraisal Services	0%	of Construction	\$0
6	Property / Row Acquisition	AC	\$50,000	0.0 \$0
7	Material Testing	3%	of Construction	\$25,516
8	Construction Management	10%	of Construction	\$85,053
9	Inspection	2%	of Construction	\$17,011
	<i>ESTIMATED SOFT COST</i>			\$272,171
			Subtotal	\$1,122,706
	Contingency	50%	of Hard and Soft Cost	\$561,353
			Subtotal	\$1,684,059
	3% INFLATION RATE PER YEAR (TO YEAR 2029)			\$268,227
	ESTIMATED TOTAL COST (HARD AND SOFT COST)			\$1,952,286

RONALD REAGAN CORRIDOR IMPROVEMENTS EXHIBIT 3					
Item No.	Description	UNIT	QUANTITY	UNIT PRICE	TOTAL
	TRAFFIC CONTROL				
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3	\$ 10,000.00	\$30,000
				Subtotal	\$30,000
	DEMOLITION				
100 6002	PREPARING ROW	STA	8	\$ 5,250.00	\$42,000
				Subtotal	\$42,000
	ROADWAY IMPROVEMENTS				
110 6001	EXCAVATION (ROADWAY)	CY	0	\$ 24.00	\$0
				Subtotal	\$0
	SIGNAL, SIGNING, AND STRIPING IMPROVEMENTS				
666 6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	296	\$ 4.00	\$1,184
678 6006	PAV SURF PREP FOR MRK (12")	LF	296	\$ 0.10	\$30
	TRAFFIC SIGNALS (4 APPROACH)	LS	1	\$600,000.00	\$600,000
687 6001	PED POLE ASSEMBLY	EA	8	\$ 10,000.00	\$80,000
688 6001	PED DETECT PUSH BUTTON (APS)	EA	8	\$ 2,500.00	\$20,000
				Subtotal	\$701,214
	ADA IMPROVEMENTS				
531 6003	CONC SIDEWALKS (6") (INCL. EXCAVATION)	SF	0	\$ 12.00	\$0
				Subtotal	\$0
	CONSTRUCTION COST (BEFORE MOBILIZATION)				\$773,214
	MOBILIZATION OF TOTAL CONSTRUCTION				
500 6001	MOBILIZATION (10%)	10%	OF CONSTRUCTION		\$77,321
	ESTIMATED CONSTRUCTION COST				\$850,535



- SCOPE OF WORK
- NEW CONSTRUCTION**
- CROSSWALK STRIPPING = 328 LF
 - NEW TRAFFIC SIGNAL LIGHTS = 4
 - NEW FOUNDATION FOR TRAFFIC LIGHTS = 4
 - NEW PEDESTRIAN SIGNAL LIGHTS = 8
 - PEDESTRIAN LIGHTS FOUNDATION = 8

- RECOMMENDATIONS:
1. SIGNALIZE INTERSECTION

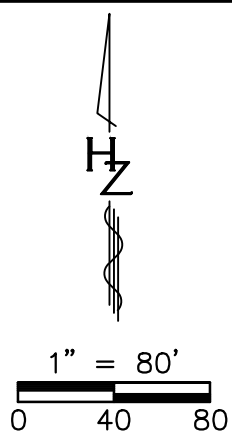
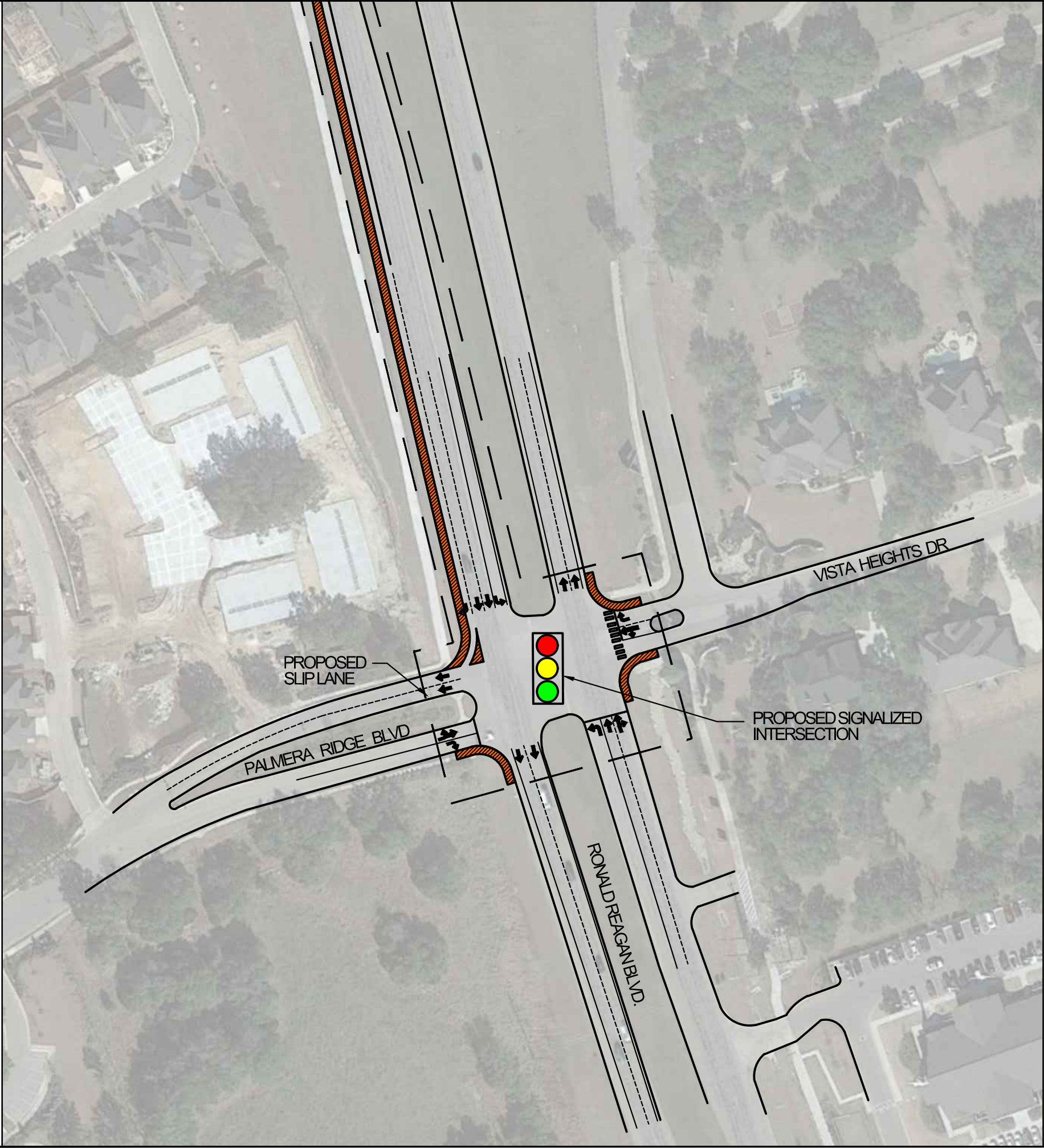
NOTES:

FIGURES ARE DIAGRAMMATIC AND SHOULD NOT BE USED FOR CONSTRUCTION.

RONALD REAGAN BOULEVARD AND GABRIELS HORN

RONALD REAGAN CORRIDOR IMPROVEMENTS SHORT TERM (Year 2029)				
6/28/2024				
	Description	Subtotal Cost		
	HARD COSTS			
	<i>ESTIMATED CONSTRUCTION COST (INCLUDES 10% MOBILIZATION)</i>			\$856,454
	SOFT COSTS	Unit	Unit Cost	Quantity
1	Design	10%	of Construction	\$85,645
2	Environmental Study	2%	of Construction	\$17,129
3	Survey / Topography	3%	of Construction	\$25,694
4	Geotechnical Services	2%	of Construction	\$17,129
5	Appraisal Services	0%	of Construction	\$0
6	Property / Row Acquisition	AC	\$50,000	0.0
7	Material Testing	3%	of Construction	\$25,694
8	Construction Management	10%	of Construction	\$85,645
9	Inspection	2%	of Construction	\$17,129
	<i>ESTIMATED SOFT COST</i>			\$274,065
	Subtotal			\$1,130,520
	Contingency	50%	of Hard and Soft Cost	\$565,260
	Subtotal			\$1,695,779
	3% INFLATION RATE PER YEAR (TO YEAR 2029)			\$270,094
	ESTIMATED TOTAL COST (HARD AND SOFT COST)			\$1,965,873

RONALD REAGAN CORRIDOR IMPROVEMENTS EXHIBIT 4					
Item No.	Description	UNIT	QUANTITY	UNIT PRICE	TOTAL
	TRAFFIC CONTROL				
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3	\$ 10,000.00	\$30,000
				Subtotal	\$30,000
	DEMOLITION				
100 6002	PREPARING ROW	STA	9	\$ 5,250.00	\$47,250
				Subtotal	\$47,250
	ROADWAY IMPROVEMENTS				
110 6001	EXCAVATION (ROADWAY)	CY	0	\$ 70.00	\$0
				Subtotal	\$0
	SIGNAL, SIGNING, AND STRIPING IMPROVEMENTS				
666 6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	328	\$ 4.00	\$1,312
678 6006	PAV SURF PREP FOR MRK (12")	LF	328	\$ 0.10	\$33
	TRAFFIC SIGNALS (4 APPROACH)	LS	1	\$600,000.00	\$600,000
687 6001	PED POLE ASSEMBLY	EA	8	\$ 10,000.00	\$80,000
688 6001	PED DETECT PUSH BUTTON (APS)	EA	8	\$ 2,500.00	\$20,000
				Subtotal	\$701,345
	ADA IMPROVEMENTS				
531 6003	CONC SIDEWALKS (6") (INCL. EXCAVATION)	SF	0	\$ 12.00	\$0
				Subtotal	\$0
	CONSTRUCTION COST (BEFORE MOBILIZATION)				\$778,595
	MOBILIZATION OF TOTAL CONSTRUCTION				
500 6001	MOBILIZATION (10%)	10%	OF CONSTRUCTION		\$77,859
	ESTIMATED CONSTRUCTION COST				\$856,454



DEMOLITION

EXCAVATION - ROAD SIDE = 268 CY
EXCAVATION - SIDEWALK = 19 CY



SCOPE OF WORK



NEW CONSTRUCTION

4" ASPHALT = 380 SY (3,420 SF)
12" FLEX BASE = 452 SY
6" SUB-GRADE = 452 SY
CONCRETE SIDEWALK = 1,033 SF
STRIPING JUST SCOPE OF WORK = 109 LF
CROSSWALK STRIPING = 312 LF
NEW TRAFFIC SIGNAL LIGHTS = 4
NEW FOUNDATION FOR TRAFFIC LIGHTS = 4
NEW PEDESTRIAN SIGNAL LIGHTS = 8
PEDESTRIAN LIGHTS FOUNDATION = 8

RECOMMENDATIONS:

1. SIGNALIZE INTERSECTION
2. SOUTHBOUND RIGHT SLIP LANE

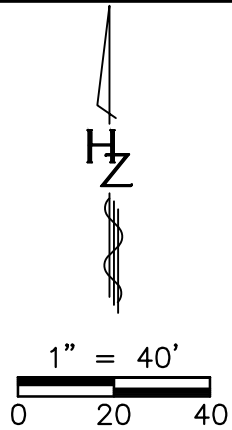
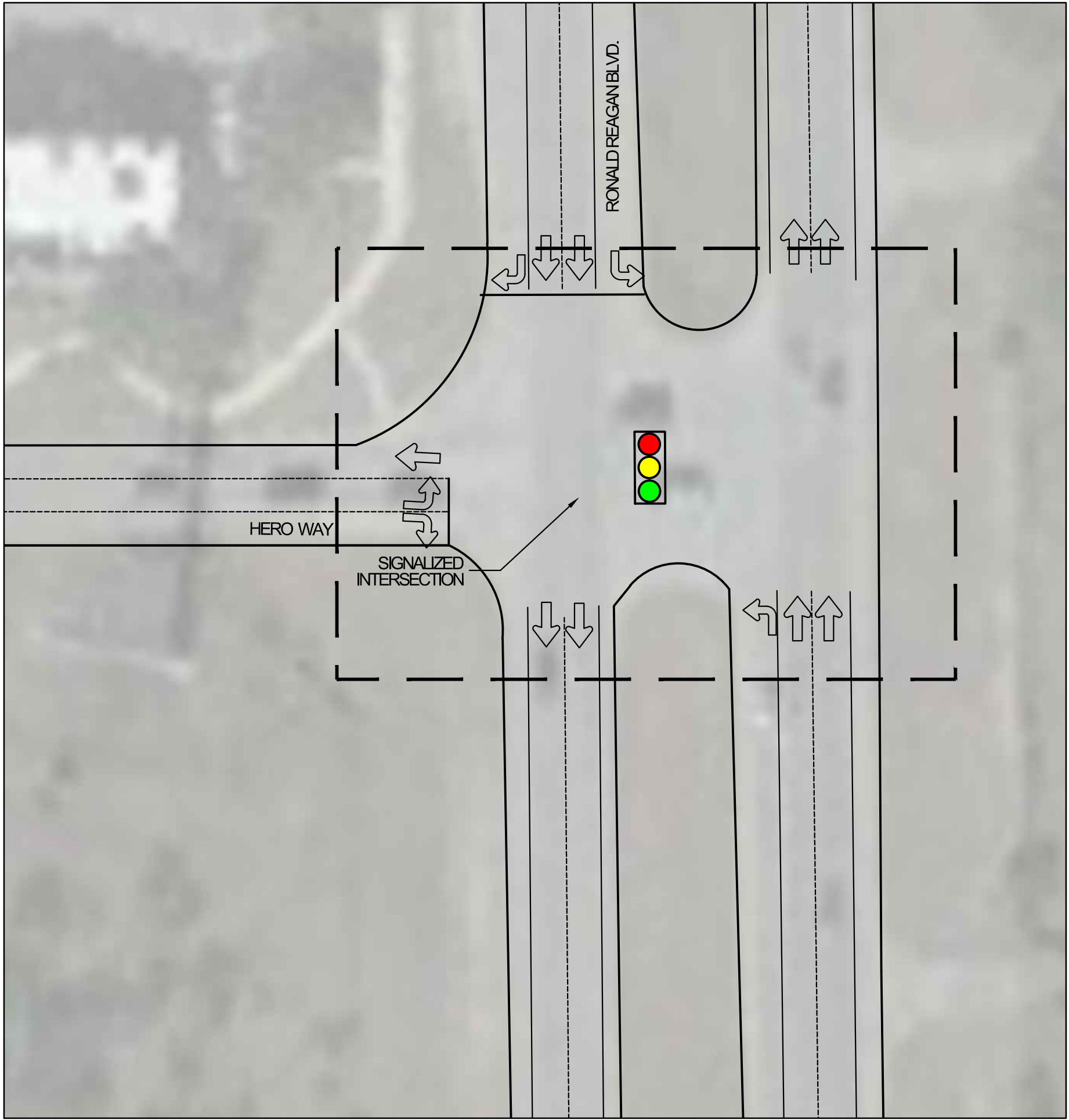
NOTES:

FIGURES ARE DIAGRAMMATIC AND SHOULD NOT BE USED FOR CONSTRUCTION.

RONALD REAGAN BOULEVARD AND VISTA HEIGHTS DRIVE

RONALD REAGAN CORRIDOR IMPROVEMENTS					
SHORT TERM					
(Year 2029)					
6/28/2024					
	Description				Subtotal Cost
	HARD COSTS				
	ESTIMATED CONSTRUCTION COST (INCLUDES 10% MOBILIZATION)				\$1,155,941
	SOFT COSTS	Unit	Unit Cost	Quantity	
1	Design	10%	of Construction		\$115,594
2	Environmental Study	2%	of Construction		\$23,119
3	Survey / Topography	3%	of Construction		\$34,678
4	Geotechnical Services	2%	of Construction		\$23,119
5	Appraisal Services	0%	of Construction		\$0
6	Property / Row Acquistion	AC	\$50,000	0.0	\$0
7	Material Testing	3%	of Construction		\$34,678
8	Construction Management	10%	of Construction		\$115,594
9	Inspection	2%	of Construction		\$23,119
	ESTIMATED SOFT COST				\$369,901
Subtotal					\$1,525,842
	Contingency	50%	of Hard and Soft Cost		\$762,921
Subtotal					\$2,288,763
	3% INFLATION RATE PER YEAR (TO YEAR 2029)				\$364,541
ESTIMATED TOTAL COST (HARD AND SOFT COST)					\$2,653,303

RONALD REAGAN CORRIDOR IMPROVEMENTS					
EXHIBIT 5					
Item No.	Description	UNIT	QUANTITY	UNIT PRICE	TOTAL
	TRAFFIC CONTROL				
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	15	\$10,000.00	\$150,000
				Subtotal	\$150,000
	DEMOLITION				
100 6002	PREPARING ROW	STA	10	\$5,250.00	\$52,500
104 6029	REMOVING CONC (CURB OR CURB & GUTTER)	LF	0	\$50.00	\$0
104 6036	REMOVING CONC (SIDEWALK OR RAMP)	SF	0	\$6.00	\$0
687 6005	REMOVE PED POLE ASSEMBLY	EA	0	\$1,000.00	\$0
				Subtotal	\$52,500
	ROADWAY IMPROVEMENTS				
110 6001	EXCAVATION (ROADWAY)	CY	268	\$70.00	\$18,760
247 6233	FL BS (CMP IN PLACE)(TY A GR 1-2)(12")	SY	452	\$90.00	\$40,680
	6" SUBGRADE PREP	SY	452	\$20.00	\$9,040
334 6080	HMCL ACP TY-D AC-4"	SY	380	\$80.00	\$30,400
				Subtotal	\$98,880
	SIGNAL, SIGNING, AND STRIPING IMPROVEMENTS				
666 6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	312	\$4.00	\$1,248
678 6006	PAV SURF PREP FOR MRK (12")	LF	312	\$0.10	\$31
	TRAFFIC SIGNALS (4 APPROACH)	LS	1	\$600,000.00	\$600,000
687 6001	PED POLE ASSEMBLY	EA	8	\$10,000.00	\$80,000
688 6001	PED DETECT PUSH BUTTON (APS)	EA	8	\$2,500.00	\$20,000
				Subtotal	\$701,279
	ADA IMPROVEMENTS				
531 6003	CONC SIDEWALKS (6") (INCL. EXCAVATION)	SF	1,033	\$12.00	\$12,396
531 6004	CURB RAMPS (TY 1)	EA	6	\$2,500.00	\$15,000
531 6016	CURB RAMPS (TY 21)	EA	1	\$3,000.00	\$3,000
				Subtotal	\$30,396
	ENVIRONMENTAL IMPROVEMENTS				
COA 641S	STABILIZED CONSTRUCTION ENTRANCE	EA	1	\$3,000.00	\$3,000
COA 642S	SILT FENCE	LF	600	\$8.00	\$4,800
	STORMWATER VEGETATIVE FILTER STRIP (GRADING, TOPSOIL, SEEDING, WATERING)	LS	1	\$10,000.00	\$10,000
				Subtotal	\$17,800
CONSTRUCTION COST (BEFORE MOBILIZATION)					\$1,050,855
	MOBILIZATION OF TOTAL CONSTRUCTION				
500 6001	MOBILIZATION (10%)	10%	OF CONSTRUCTION		\$105,086
ESTIMATED CONSTRUCTION COST					\$1,155,941



- SCOPE OF WORK
- NEW CONSTRUCTION**
- CROSSWALK STRIPPING = 64 LF
 - NEW TRAFFIC SIGNAL LIGHTS = 3
 - NEW FOUNDATION FOR TRAFFIC LIGHTS = 3
 - NEW PEDESTRIAN SIGNAL LIGHTS = 2
 - PEDESTRIAN LIGHTS FOUNDATION = 2

- RECOMMENDATIONS:
1. SIGNALIZE INTERSECTION

NOTES:

FIGURES ARE DIAGRAMMATIC AND SHOULD NOT BE USED FOR CONSTRUCTION.

Ronald Reagan Boulevard Traffic Analysis

Intersection 7 (Ronald Reagan Blvd & Hero Way)

**Exhibit
Number**

6A

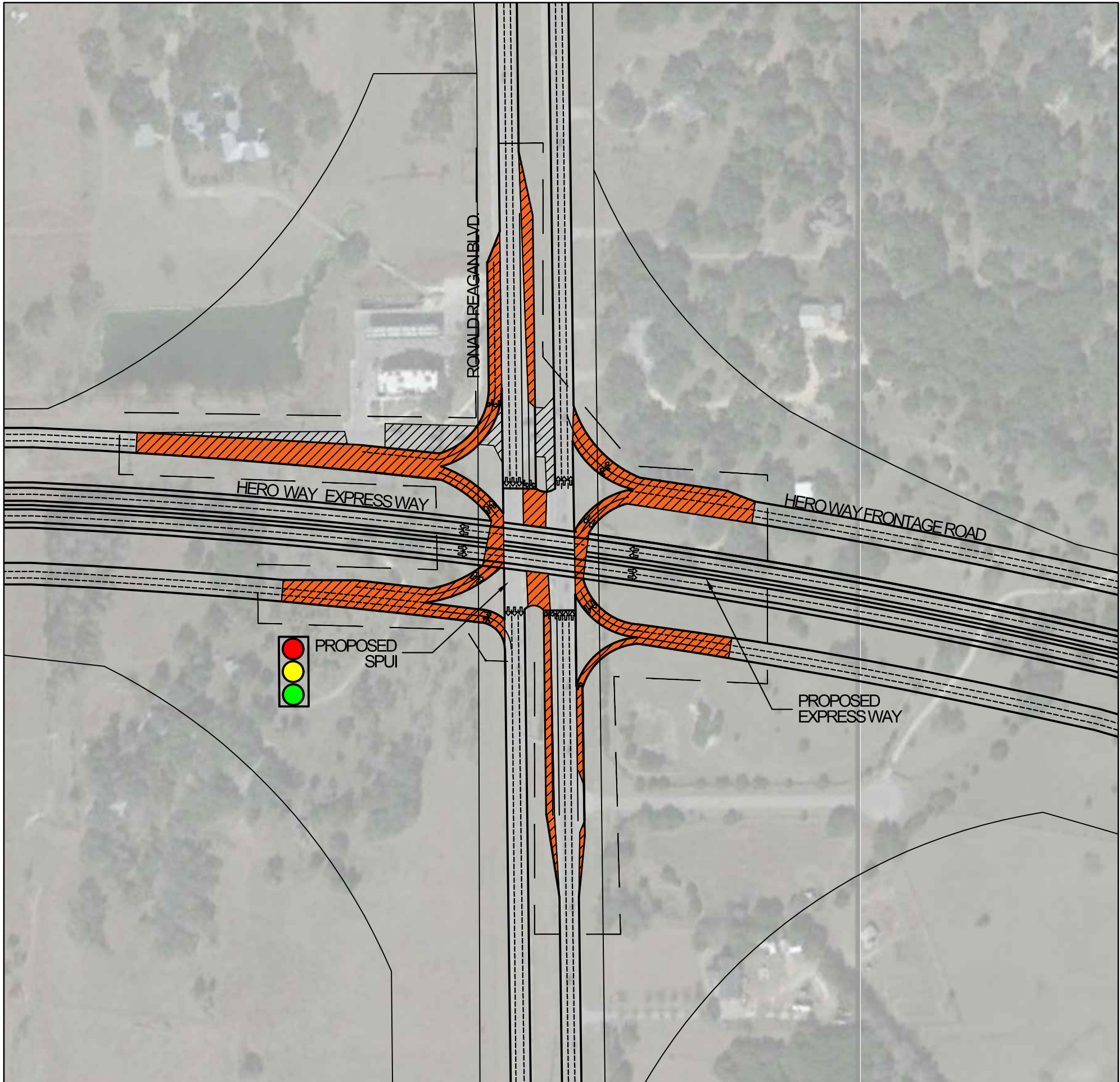
**HUITT
HZ ZOLLARS**

9600 North MoPac Expy
Suite 420
Austin, Texas 78759
512.231.1119
Firm No. F-761

RONALD REAGAN BOULEVARD AND HERO WAY (SHORT-TERM)

RONALD REAGAN CORRIDOR IMPROVEMENTS SHORT TERM (Year 2029)				
6/28/2024				
	Description			Subtotal Cost
	HARD COSTS			
	<i>ESTIMATED CONSTRUCTION COST (INCLUDES 10% MOBILIZATION)</i>			\$607,764
	SOFT COSTS	Unit	Unit Cost	Quantity
1	Design	10%	of Construction	\$60,776
2	Environmental Study	2%	of Construction	\$12,155
3	Survey / Topography	3%	of Construction	\$18,233
4	Geotechnical Services	2%	of Construction	\$12,155
5	Appraisal Services	0%	of Construction	\$0
6	Property / Row Acquisition	AC	\$50,000	0.0
7	Material Testing	3%	of Construction	\$18,233
8	Construction Management	10%	of Construction	\$60,776
9	Inspection	2%	of Construction	\$12,155
	<i>ESTIMATED SOFT COST</i>			\$194,484
	Subtotal			\$802,248
	Contingency	50%	of Hard and Soft Cost	\$401,124
	Subtotal			\$1,203,372
	3% INFLATION RATE PER YEAR (TO YEAR 2029)			\$191,666
	ESTIMATED TOTAL COST (HARD AND SOFT COST)			\$1,395,038

RONALD REAGAN CORRIDOR IMPROVEMENTS EXHIBIT 6A					
Item No.	Description	UNIT	QUANTITY	UNIT PRICE	TOTAL
	TRAFFIC CONTROL				
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3	\$ 10,000.00	\$30,000
				Subtotal	\$30,000
	DEMOLITION				
100 6002	PREPARING ROW	STA	9	\$ 5,250.00	\$47,250
				Subtotal	\$47,250
	ROADWAY IMPROVEMENTS				
110 6001	EXCAVATION (ROADWAY)	CY	0	\$ 70.00	\$0
				Subtotal	\$0
	SIGNAL, SIGNING, AND STRIPING IMPROVEMENTS				
666 6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	64	\$ 4.00	\$256
678 6006	PAV SURF PREP FOR MRK (12")	LF	64	\$ 0.10	\$6
	TRAFFIC SIGNALS (3 APPROACH)	LS	1	\$450,000.00	\$450,000
687 6001	PED POLE ASSEMBLY	EA	2	\$ 10,000.00	\$20,000
688 6001	PED DETECT PUSH BUTTON (APS)	EA	2	\$ 2,500.00	\$5,000
				Subtotal	\$475,262
	ADA IMPROVEMENTS				
531 6003	CONC SIDEWALKS (6") (INCL. EXCAVATION)	SF	0	\$12.00	\$0
				Subtotal	\$0
	CONSTRUCTION COST (BEFORE MOBILIZATION)				
					\$552,512
	MOBILIZATION OF TOTAL CONSTRUCTION				
500 6001	MOBILIZATION (10%)	10% OF CONSTRUCTION			\$55,251
	ESTIMATED CONSTRUCTION COST				
					\$607,764



- **DEMOLITION**
EXCAVATION - ROAD SIDE = 8150 CY
RE-VEGETATION = 2005 SY
- **SCOPE OF WORK**
- **NEW CONSTRUCTION**
4" ASPHALT = 12,665 SY (116,740 SF)
12" FLEX BASE = 17,187 SY
6" SUB-GRADE = 17,187 SY
NEW TRAFFIC SIGNAL LIGHTS = 6
NEW FOUNDATION FOR TRAFFIC LIGHTS = 6
REMOVE TRAFFIC SIGNAL LIGHTS AND FOUNDATION = 3
6" WHITE STRIPING (BRK) = 3443 LF
6" YELLOW STRIPING (SLD) = 2700 LF
6" WHITE STRIPING (SLD) = 2687 LF

- RECOMMENDATIONS:
- HERO WAY EXPRESSWAY
 - SINGLE- POINT URBAN INTERCHANGE (SPUI)

NOTES:

FIGURES ARE DIAGRAMMATIC AND SHOULD NOT BE USED FOR CONSTRUCTION.

Ronald Reagan Boulevard Traffic Analysis

Intersection 7 (Ronald Reagan Blvd & Hero Way)

Exhibit
Number

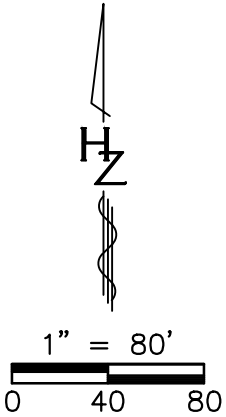
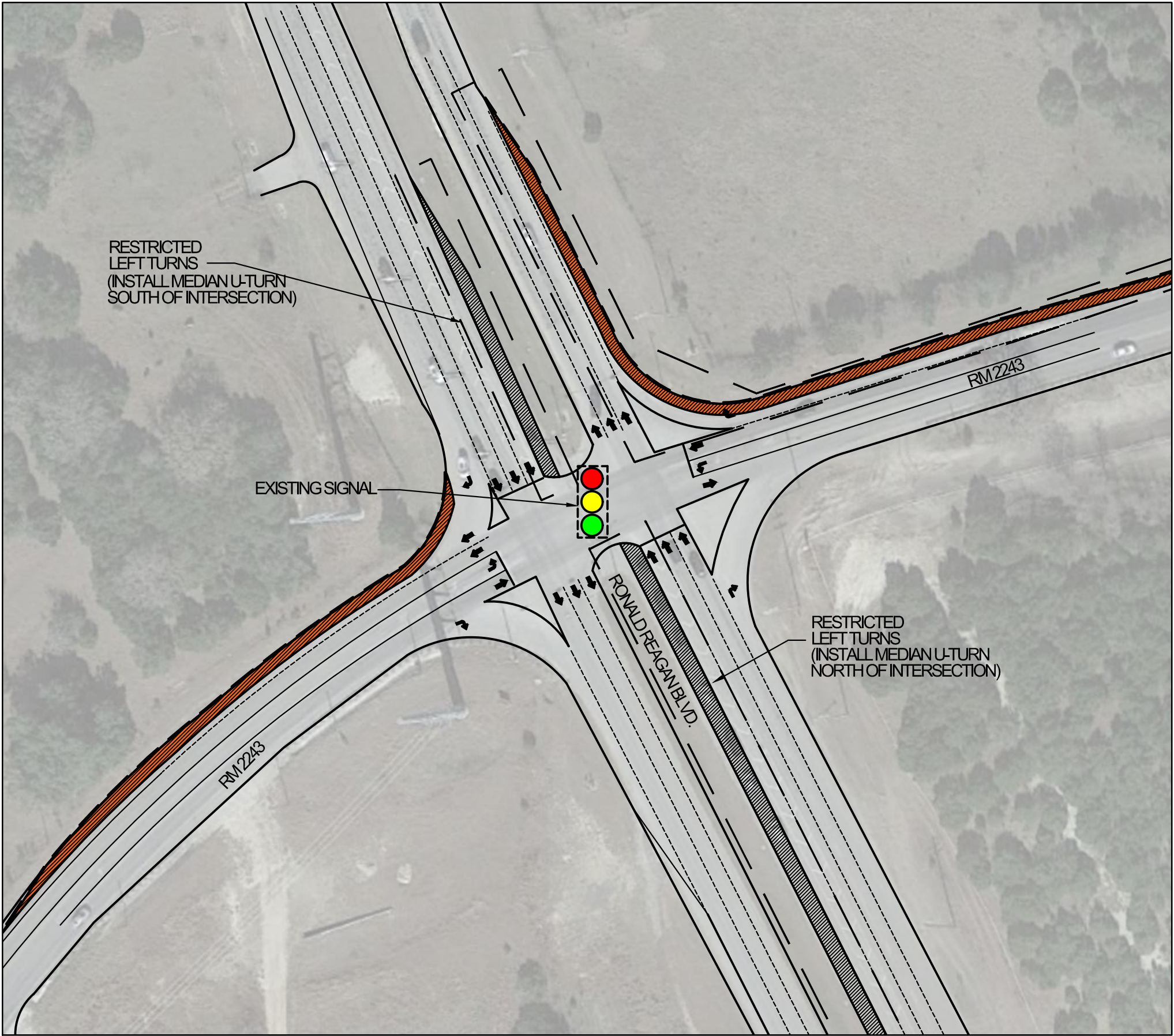
6B

HUITT
HZ ZOLLARS
9600 North MoPac Expy
Suite 420
Austin, Texas 78759
512.231.1119
Firm No. F-761

RONALD REAGAN BOULEVARD AND HERO WAY (LONG-TERM)

RONALD REAGAN CORRIDOR IMPROVEMENTS					
LONG TERM					
(Year 2039)					
6/28/2024					
	Description				Subtotal Cost
HARD COSTS					
ESTIMATED CONSTRUCTION COST (INCLUDES 10% MOBILIZATION)					\$5,099,102
	SOFT COSTS	Unit	Unit Cost	Quantity	
1	Design	10%	of Construction		\$509,910
2	Environmental Study	2%	of Construction		\$101,982
3	Survey / Topography	3%	of Construction		\$152,973
4	Geotechnical Services	2%	of Construction		\$101,982
5	Appraisal Services	0%	of Construction		\$0
6	Property / Row Acquisition	AC	\$50,000	30.6	\$1,528,000
7	Material Testing	3%	of Construction		\$152,973
8	Construction Management	10%	of Construction		\$509,910
9	Inspection	2%	of Construction		\$101,982
	ESTIMATED SOFT COST				\$3,159,713
Subtotal					\$8,258,814
	Contingency	50%	of Hard and Soft Cost		\$4,129,407
Subtotal					\$12,388,221
	3% INFLATION RATE PER YEAR (TO YEAR 2039)				\$6,912,224
ESTIMATED TOTAL COST (HARD AND SOFT COST)					\$19,300,445

RONALD REAGAN CORRIDOR IMPROVEMENTS EXHIBIT 6B					
Item No.	Description	UNIT	QUANTITY	UNIT PRICE	TOTAL
TRAFFIC CONTROL					
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	12	\$10,000.00	\$120,000
				Subtotal	\$120,000
DEMOLITION					
100 6002	PREPARING ROW	STA	15	\$5,250.00	\$78,750
162 6002	BLOCK SODDING	SY	2005	\$24.00	\$48,120
				Subtotal	\$126,870
ROADWAY IMPROVEMENTS					
110 6001	EXCAVATION (ROADWAY)	CY	8,150	\$65.00	\$529,750
247 6233	FL BS (CMP IN PLACE)(TY A GR 1-2)(12")	SY	17,187	\$85.00	\$1,460,895
	6" SUBGRADE PREP	SY	17,187	\$18.00	\$309,366
334 6080	HMCL ACP TY-D AC-4"	SY	12,665	\$85.00	\$1,076,525
				Subtotal	\$3,376,536
SIGNAL, SIGNING, AND STRIPING IMPROVEMENTS					
666 6347	REF PROF PAV MRK TY I(Y)6"(SLD)(100MIL)	LF	2,700	\$0.85	\$2,295
666 6171	REFL PAV MRK TY II (W) 6" (BRK)	LF	3,443	\$1.63	\$5,612
666 6174	REFL PAV MRK TY II (W) 6" (SLD)	LF	2,687	\$1.51	\$4,057
678 6002	PAV SURF PREP FOR MRK (6")	LF	8,830	\$0.02	\$177
	TRAFFIC SIGNALS (SPUI)(REMOVE 3 APPROACH)	LS	1	\$1,000,000.00	\$1,000,000
				Subtotal	\$1,012,141
ADA IMPROVEMENTS					
531 6003	CONC SIDEWALKS (6") (INCL. EXCAVATION)	SF	0	\$12.00	\$0
				Subtotal	\$0
CONSTRUCTION COST (BEFORE MOBILIZATION)					\$4,635,547
MOBILIZATION OF TOTAL CONSTRUCTION					
500 6001	MOBILIZATION (10%)	10%	OF CONSTRUCTION		\$463,555
ESTIMATED CONSTRUCTION COST					\$5,099,102



- DEMOLITION**
- EXCAVATION - ROAD SIDE = 757 CY
 - RE-VEGETATION = 839 SY
- NEW CONSTRUCTION**
- 4" ASPHALT = 1087 SY (9,778 SF)
 - 12" FLEX BASE = 1231 SY
 - 6" SUB-GRADE = 1231 SY
 - 6" WHITE STRIPING (BRK) = 1027 LF
 - 6" WHITE STRIPING (SLD) = 1774 LF
 - 6" YELLOW STRIPING (SLD) = 1340 LF
 - REMOV 6" STRIPING = 3330 LF

- RECOMMENDATIONS:
- MEDIAN U- TURN ALONG RONALD REAGAN BLVD (RESTRICTING LEFT TURNS FROM RONALD REAGAN.

NOTES:

FIGURES ARE DIAGRAMMATIC AND SHOULD NOT BE USED FOR CONSTRUCTION.

Ronald Reagan Boulevard Traffic Analysis

Intersection 8 (Ronald Reagan Blvd & RM 2243)

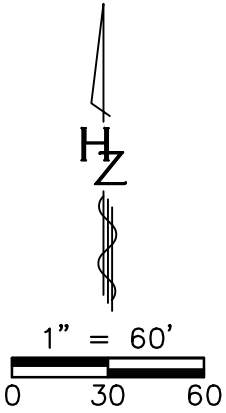
Exhibit Number

7

RONALD REAGAN BOULEVARD AND RM 2243

RONALD REAGAN CORRIDOR IMPROVEMENTS LONG TERM (Year 2039)					
6/28/2024					
	Description				Subtotal Cost
	HARD COSTS				
	<i>ESTIMATED CONSTRUCTION COST (INCLUDES 10% MOBILIZATION)</i>				
					\$849,929
	SOFT COSTS	Unit	Unit Cost	Quantity	
1	Design	10%	of Construction		\$84,993
2	Environmental Study	2%	of Construction		\$16,999
3	Survey / Topography	3%	of Construction		\$25,498
4	Geotechnical Services	2%	of Construction		\$16,999
5	Appraisal Services	0%	of Construction		\$0
6	Property / Row Acquisition	AC	\$50,000	0.0	\$0
7	Material Testing	3%	of Construction		\$25,498
8	Construction Management	10%	of Construction		\$84,993
9	Inspection	2%	of Construction		\$16,999
	<i>ESTIMATED SOFT COST</i>				
					\$271,977
	Subtotal				
					\$1,121,906
	Contingency	50%	of Hard and Soft Cost		\$560,953
	Subtotal				
					\$1,682,860
	3% INFLATION RATE PER YEAR (TO YEAR 2039)				
					\$938,981
	ESTIMATED TOTAL COST (HARD AND SOFT COST)				
					\$2,621,841

RONALD REAGAN CORRIDOR IMPROVEMENTS EXHIBIT 7					
Item No.	Description	UNIT	QUANTITY	UNIT PRICE	TOTAL
	TRAFFIC CONTROL				
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	\$10,000.00	\$60,000
				Subtotal	\$60,000
	DEMOLITION				
100 6002	PREPARING ROW	STA	10	\$5,250.00	\$52,500
162 6002	BLOCK SODDING	SY	839	\$24.00	\$20,136
				Subtotal	\$52,500
	ROADWAY IMPROVEMENTS				
110 6001	EXCAVATION (ROADWAY)	CY	757	\$70.00	\$52,990
247 6233	FL BS (CMP IN PLACE)(TY A GR 1-2)(12")	SY	1,231	\$90.00	\$110,790
	6" SUBGRADE PREP	SY	1,231	\$20.00	\$24,620
334 6080	HMCL ACP TY-D AC-4"	SY	1,087	\$80.00	\$86,960
				Subtotal	\$275,360
	SIGNAL, SIGNING, AND STRIPING IMPROVEMENTS				
666 6347	REF PROF PAV MRK TY I(Y)6"(SLD)(100MIL)	LF	1,340	\$0.85	\$1,139
666 6171	REFL PAV MRK TY II (W) 6" (BRK)	LF	1,027	\$1.63	\$1,674
666 6174	REFL PAV MRK TY II (W) 6" (SLD)	LF	1,774	\$1.51	\$2,679
677 6002	ELIM EXT PAV MRK & MRKS (6")	LF	3,330	\$1.51	\$5,028
678 6002	PAV SURF PREP FOR MRK (6")	LF	4,141	\$0.02	\$83
	TRAFFIC SIGNAL MODIFICATIONS	LS	1	\$320,000.00	\$320,000
				Subtotal	\$330,603
	ADA IMPROVEMENTS				
531 6003	CONC SIDEWALKS (6") (INCL. EXCAVATION)	SF	0	\$12.00	\$0
				Subtotal	\$0
	ENVIRONMENTAL IMPROVEMENTS				
COA 641S	STABILIZED CONSTRUCTION ENTRANCE	EA	1	\$3,000.00	\$3,000
COA 642S	SILT FENCE	LF	1,400	\$8.00	\$11,200
	STORMWATER VEGETATIVE FILTER STRIP (GRADING, TOPSOIL, SEEDING, WATERING)	LS	1	\$40,000.00	\$40,000
				Subtotal	\$54,200
	CONSTRUCTION COST (BEFORE MOBILIZATION)				
	MOBILIZATION OF TOTAL CONSTRUCTION				
500 6001	MOBILIZATION (10%)	10% OF CONSTRUCTION			\$77,266
	ESTIMATED CONSTRUCTION COST				
					\$849,929



- LEGEND**
- EXISTING GUARD RAIL
 - PROPOSED GUARD RAIL

- SCOPE OF WORK
- NEW CONSTRUCTION**
GUARDRAIL = 432 LF

- RECOMMENDATIONS:
- GUARDRAIL TO DETER ACCESS TO MEDIAN.

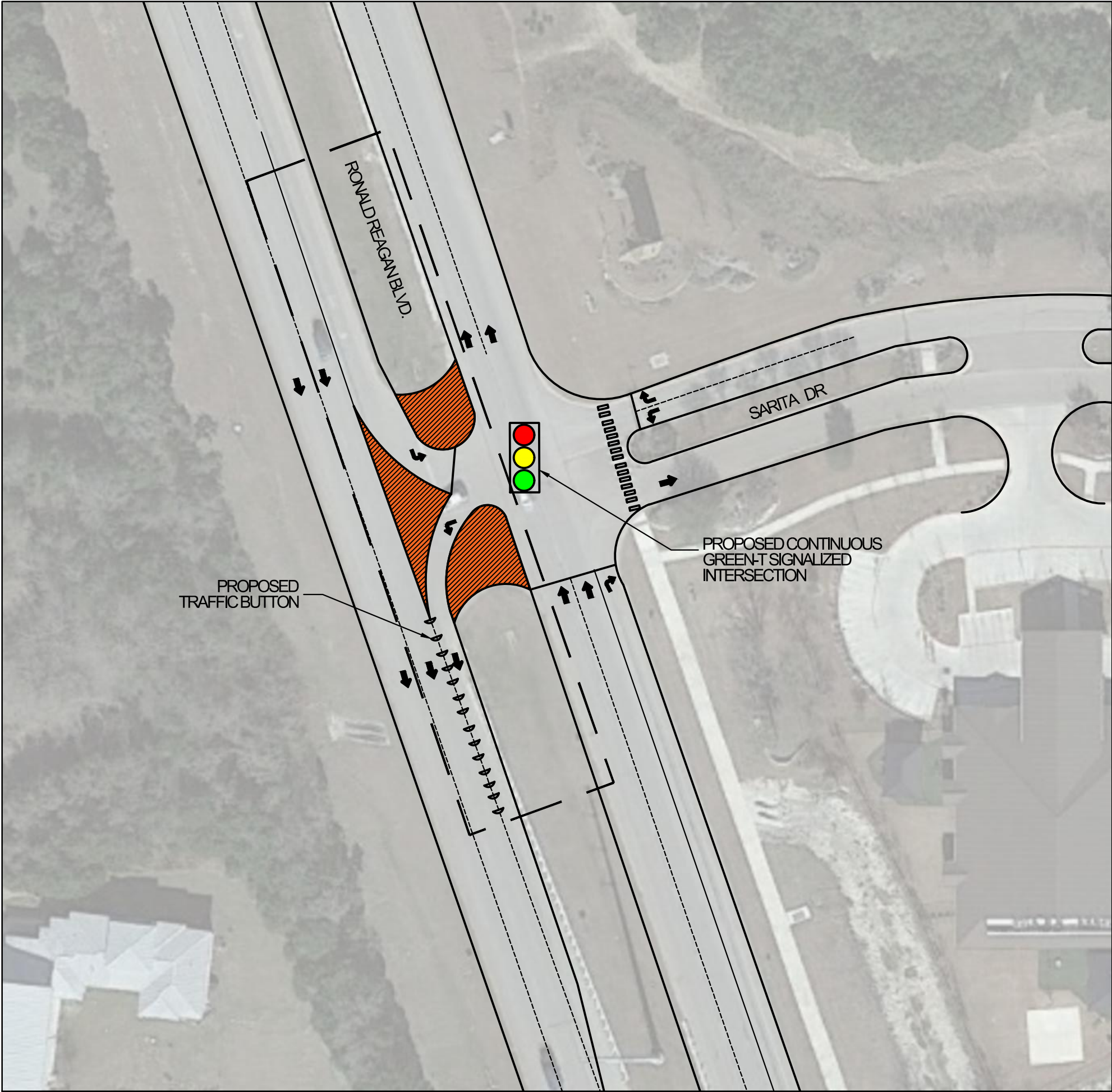
NOTES:

FIGURES ARE DIAGRAMMATIC AND SHOULD NOT BE USED FOR CONSTRUCTION.

RONALD REAGAN BOULEVARD AND SARAH APARTMENTS DRIVEWAY

RONALD REAGAN CORRIDOR IMPROVEMENTS				
SHORT TERM				
(Year 2029)				
6/28/2024				
	Description			Subtotal Cost
	HARD COSTS			
	<i>ESTIMATED CONSTRUCTION COST (INCLUDES 10% MOBILIZATION)</i>			\$214,500
	SOFT COSTS	Unit	Unit Cost	Quantity
1	Design	10%	of Construction	\$21,450
2	Environmental Study	2%	of Construction	\$4,290
3	Survey / Topography	3%	of Construction	\$6,435
4	Geotechnical Services	2%	of Construction	\$4,290
5	Appraisal Services	0%	of Construction	\$0
6	Property / Row Acquisition	AC	\$50,000	0.0
7	Material Testing	3%	of Construction	\$6,435
8	Construction Management	10%	of Construction	\$21,450
9	Inspection	2%	of Construction	\$4,290
	<i>ESTIMATED SOFT COST</i>			\$68,640
	Subtotal			\$283,140
	Contingency	50%	of Hard and Soft Cost	\$141,570
	Subtotal			\$424,710
	3% INFLATION RATE PER YEAR (TO YEAR 2029)			\$67,645
	ESTIMATED TOTAL COST (HARD AND SOFT COST)			\$492,355

RONALD REAGAN CORRIDOR IMPROVEMENTS					
EXHIBIT 8					
Item No.	Description	UNIT	QUANTITY	UNIT PRICE	TOTAL
	TRAFFIC CONTROL				
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3	\$15,000.00	\$45,000
				Subtotal	\$45,000
	DEMOLITION				
100 6002	PREPARING ROW	STA	8	\$5,250.00	\$42,000
				Subtotal	\$42,000
	ROADWAY IMPROVEMENTS				
110 6001	EXCAVATION (ROADWAY)	CY	0	\$70.00	\$0
540 6001	MTL W - BEAM GD FEN (TIM POST)	LF	432	\$250.00	\$108,000
				Subtotal	\$108,000
	SIGNAL, SIGNING, AND STRIPING IMPROVEMENTS				
666 6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	0	\$4.00	\$0
678 6006	PAV SURF PREP FOR MRK (12")	LF	0	\$0.10	\$0
				Subtotal	\$0
	ADA IMPROVEMENTS				
531 6003	CONC SIDEWALKS (6") (INCL. EXCAVATION)	SF	0	\$12.00	\$0
				Subtotal	\$0
	CONSTRUCTION COST (BEFORE MOBILIZATION)				\$195,000
	MOBILIZATION OF TOTAL CONSTRUCTION				
500 6001	MOBILIZATION (10%)	10%	OF CONSTRUCTION		\$19,500
	ESTIMATED CONSTRUCTION COST				\$214,500



DEMOLITION

EXCAVATION - ROAD SIDE = 54 CY
RE-VEGETATION = 488 SY



SCOPE OF WORK



NEW CONSTRUCTION

CURB & GUTTER = 509 LF
12" WHITE STRIPING (SLD) = 26 LF
6" WHITE STRIPING (SLD) = 273 LF
6" YELLOW STRIPING (SLD) = 342 LF
REMOV 12" WHITE STRIPING (SLD) = 106 LF
NEW TRAFFIC SIGNAL LIGHTS = 3
NEW FOUNDATION FOR TRAFFIC LIGHTS = 3
NEW PEDESTRIAN SIGNAL LIGHTS = 2
TRAFFIC BUTTON = 14
PEDESTRIAN LIGHTS FOUNDATION = 2

RECOMMENDATIONS:

1. CONTINUOUS GREEN - T SIGNALIZED INTERSECTION

NOTES:

FIGURES ARE DIAGRAMMATIC AND SHOULD NOT BE USED FOR CONSTRUCTION.

**Ronald Reagan Boulevard Traffic Analysis
Intersection 10 (Ronald Reagan Blvd & Sarita Dr)**

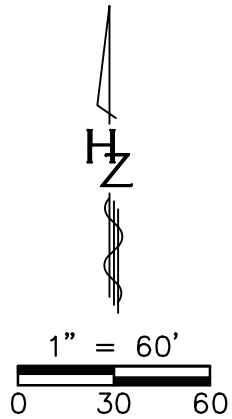
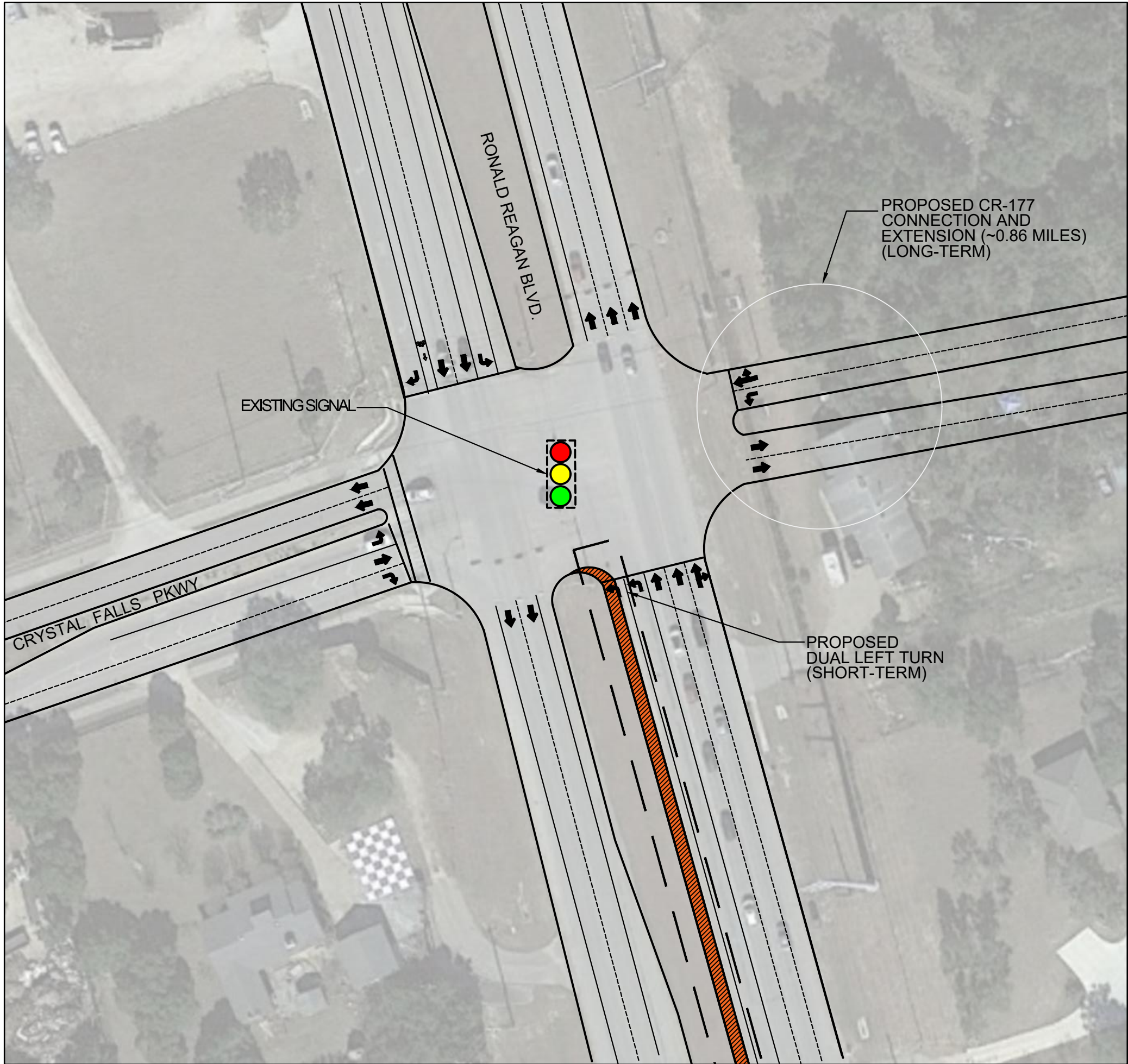
**Exhibit
Number**

9

RONALD REAGAN BOULEVARD AND SARITA DRIVE

RONALD REAGAN CORRIDOR IMPROVEMENTS				
MID TERM				
(Year 2034)				
6/28/2024				
	Description			Subtotal Cost
	HARD COSTS			
	ESTIMATED CONSTRUCTION COST (INCLUDES 10% MOBILIZATION)			\$726,339
	SOFT COSTS	Unit	Unit Cost	Quantity
1	Design	10%	of Construction	
2	Environmental Study	2%	of Construction	
3	Survey / Topography	3%	of Construction	
4	Geotechnical Services	2%	of Construction	
5	Appraisal Services	0%	of Construction	
6	Property / Row Acquisition	AC	\$50,000	0.0
7	Material Testing	3%	of Construction	
8	Construction Management	10%	of Construction	
9	Inspection	2%	of Construction	
	ESTIMATED SOFT COST			\$232,429
	Subtotal			\$958,768
	Contingency	50%	of Hard and Soft Cost	
	Subtotal			\$1,438,151
	3% INFLATION RATE PER YEAR (TO YEAR 2034)			\$494,604
	ESTIMATED TOTAL COST (HARD AND SOFT COST)			\$1,932,755

RONALD REAGAN CORRIDOR IMPROVEMENTS EXHIBIT 9				
Item No.	Description	UNIT	QUANTITY	UNIT PRICE
	TRAFFIC CONTROL			
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	\$15,000.00
				<i>Subtotal</i>
				\$90,000
	DEMOLITION			
100 6002	PREPARING ROW	STA	9	\$5,250.00
				<i>Subtotal</i>
				\$47,250
	ROADWAY IMPROVEMENTS			
110 6001	EXCAVATION (ROADWAY)	CY	54	\$70.00
529 6008	CONC CURB & GUTTER (TY II)	LF	509	\$60.00
162 6002	BLOCK SODDING	SY	488	\$24.00
				<i>Subtotal</i>
				\$46,032
	SIGNAL, SIGNING, AND STRIPING IMPROVEMENTS			
666 6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	26	\$4.00
666 6174	REFL PAV MRK TY II (W) 6" (SLD)	LF	273	\$1.51
666 6225	TRAFFIC BUTTON TY II-A-A	EA	14	\$10.32
666 6347	REF PROF PAV MRK TY I(Y)6"(SLD)(100MIL)	LF	342	\$0.85
677 6005	ELIM EXT PAV MRK & MRKS (12")	LF	106	\$10.00
678 6002	PAV SURF PREP FOR MRK (6")	LF	615	\$0.02
678 6006	PAV SURF PREP FOR MRK (12")	LF	26	\$0.10
	TRAFFIC SIGNALS (CONT. GREEN-T)	LS	1	\$450,000.00
687 6001	PED POLE ASSEMBLY	EA	2	\$10,000.00
688 6001	PED DETECT PUSH BUTTON (APS)	EA	2	\$2,500.00
				<i>Subtotal</i>
				\$477,026
	ADA IMPROVEMENTS			
531 6003	CONC SIDEWALKS (6") (INCL. EXCAVATION)	SF	0	\$12.00
				<i>Subtotal</i>
				\$0
	CONSTRUCTION COST (BEFORE MOBILIZATION)			\$660,308
	MOBILIZATION OF TOTAL CONSTRUCTION			
500 6001	MOBILIZATION (10%)	10%	OF CONSTRUCTION	\$66,031
	ESTIMATED CONSTRUCTION COST			\$726,339



- DEMOLITION**
- EXCAVATION - ROAD SIDE = 298 CY
- NEW CONSTRUCTION**
- 4" ASPHALT = 430 SY (3,873 SF)
 - 12" FLEX BASE = 500 SY
 - 6" SUB-GRADE = 500 SY
 - 6" WHITE STRIPING (SLD) = 608 LF
 - 6" YELLOW STRIPING (SLD) = 606 LF
 - REMOV 6" STRIPING = 608 LF
 - NEW PEDESTRIAN SIGNAL LIGHTS = 6
 - PEDESTRIAN LIGHTS FOUNDATION = 6

- RECOMMENDATIONS:
1. PROVIDE CONNECTION TO CR 177 EAST OF RONALD REAGAN BLVD.
 2. PROVIDE NORTHBOUND DUAL LEFT TURN.

NOTES:

FIGURES ARE DIAGRAMMATIC AND SHOULD NOT BE USED FOR CONSTRUCTION.

Ronald Reagan Boulevard Traffic Analysis

Intersection 11 (Ronald Reagan Blvd & Crystal Falls Pkwy)

Exhibit Number

10

HUITT ZOLLARS

9600 North MoPac Expy
Suite 420
Austin, Texas 78759
512.231.1119
Firm No. F-761

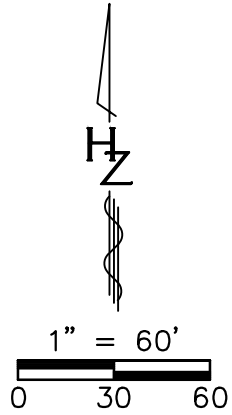
RONALD REAGAN BOULEVARD AND CRYSTAL FALLS PARKWAY
SHORT-TERM: PROPOSED PAVEMENT ADDITION FOR DUAL LEFT TURNS (NORTHBOUND TO WESTBOUND)
LONG-TERM: PROPOSED CR-177 CONNECTION AND EXTENSION (~0.86 MILES)

RONALD REAGAN CORRIDOR IMPROVEMENTS				
SHORT-TERM: PROPOSED PAVEMENT ADDITION FOR DUAL LEFT TURNS (NORTHBOUND TO WESTBOUND)				
(Year 2029)				
6/28/2024	Description			Subtotal Cost
	HARD COSTS			
	ESTIMATED CONSTRUCTION COST (INCLUDES 10% MOBILIZATION)			\$582,529
	SOFT COSTS			
		Unit	Unit Cost	Quantity
1	Design	10%	of Construction	\$58,253
2	Environmental Study	2%	of Construction	\$11,651
3	Survey / Topography	3%	of Construction	\$17,476
4	Geotechnical Services	2%	of Construction	\$11,651
5	Appraisal Services	0%	of Construction	\$0
6	Property / Row Acquisition	AC	\$50,000	0.0
7	Material Testing	3%	of Construction	\$17,476
8	Construction Management	10%	of Construction	\$58,253
9	Inspection	2%	of Construction	\$11,651
	ESTIMATED SOFT COST			\$186,409
	Subtotal			\$768,939
	Contingency	50%	of Hard and Soft Cost	\$384,469
	Subtotal			\$1,153,408
	3% INFLATION RATE PER YEAR (TO YEAR 2029)			\$183,708
	ESTIMATED SHORT TERM COST (HARD AND SOFT COST)			\$1,337,116

LONG-TERM: PROPOSED CR-177 CONNECTION AND EXTENSION (~0.86 MILES)				
(Year 2039)				
6/28/2024	Description			Subtotal Cost
	HARD COSTS			
	ESTIMATED CONSTRUCTION COST (INCLUDES 10% MOBILIZATION)			\$6,868,675
	SOFT COSTS			
		Unit	Unit Cost	Quantity
1	Design	10%	of Construction	\$686,868
2	Environmental Study	2%	of Construction	\$137,374
3	Survey / Topography	3%	of Construction	\$206,060
4	Geotechnical Services	2%	of Construction	\$137,374
5	Appraisal Services	0%	of Construction	\$0
6	Property / Row Acquisition	AC	\$50,000	10.0
7	Material Testing	3%	of Construction	\$206,060
8	Construction Management	10%	of Construction	\$686,868
9	Inspection	2%	of Construction	\$137,374
	ESTIMATED SOFT COST			\$2,697,976
	Subtotal			\$9,566,651
	Contingency	50%	of Hard and Soft Cost	\$4,783,326
	Subtotal			\$14,349,977
	3% INFLATION RATE PER YEAR (TO YEAR 2039)			\$8,006,819
	ESTIMATED LONG TERM COST (HARD AND SOFT COST)			\$22,356,796
	ESTIMATED TOTAL COST (LONG AND SHORT TERM)			\$23,693,912

RONALD REAGAN CORRIDOR IMPROVEMENTS					
SHORT-TERM: PROPOSED PAVEMENT ADDITION FOR DUAL LEFT TURNS (NORTHBOUND TO WESTBOUND)					
EXHIBIT 10					
Item No.	Description	UNIT	QUANTITY	UNIT PRICE	TOTAL
	TRAFFIC CONTROL				
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (SHORT TERM)	MO	10	\$15,000.00	\$150,000
				Subtotal (Short Term)	\$150,000
	DEMOLITION				
100 6002	PREPARING ROW (SHORT TERM)	STA	15	\$5,250.00	\$78,750
				Subtotal (Short Term)	\$78,750
	ROADWAY IMPROVEMENTS				
110 6001	EXCAVATION (ROADWAY)	CY	298	\$70.00	\$20,860
247 6233	FL BS (CMP IN PLACE)(TY A GR 1-2)(12")	SY	500	\$90.00	\$45,000
	6" SUBGRADE PREP	SY	500	\$20.00	\$10,000
334 6080	HMCL ACP TY-D AC-4"	SY	430	\$80.00	\$34,400
				Subtotal (Short Term)	\$110,260
	SIGNAL, SIGNING, AND STRIPING IMPROVEMENTS				
608	REFL PAV MRK TY II (W) 6" (SLD)	LF	608	\$1.51	\$918
666 6347	REF PROF PAV MRK TY I(Y)6"(SLD)(100MIL)	LF	606	\$0.85	\$515
677 6002	ELIM EXT PAV MRK & MRKS (6")	LF	608	\$0.83	\$505
678 6002	PAV SURF PREP FOR MRK (6")	LF	1,214	\$0.02	\$24
	TRAFFIC SIGNAL MODIFICATIONS	LS	1	\$150,000.00	\$150,000
				Subtotal (Short Term)	\$151,962
	ADA IMPROVEMENTS				
531 6003	CONC SIDEWALKS (6") (INCL. EXCAVATION)	SF	0	\$12.00	\$0
				Subtotal	\$0
	ENVIRONMENTAL IMPROVEMENTS				
COA 641S	STABILIZED CONSTRUCTION ENTRANCE	EA	1	\$3,000.00	\$3,000
COA 642S	SILT FENCE	LF	700	\$8.00	\$5,600
	STORMWATER VEGETATIVE FILTER STRIP (GRADING, TOPSOIL, SEEDING, WATERING)	LS	1	\$30,000.00	\$30,000
				Subtotal	\$38,600
	CONSTRUCTION COST (BEFORE MOBILIZATION)				\$529,572
	MOBILIZATION OF TOTAL CONSTRUCTION				
500 6001	MOBILIZATION (10%)	10% OF CONSTRUCTION (SHORT TERM)			\$52,957
	ESTIMATED CONSTRUCTION COST (SHORT TERM)				\$582,529

RONALD REAGAN CORRIDOR IMPROVEMENTS					
LONG-TERM: PROPOSED CR-177 CONNECTION AND EXTENSION (~0.86 MILES)					
EXHIBIT 10					
Item No.	Description	UNIT	QUANTITY	UNIT PRICE	TOTAL
	TRAFFIC CONTROL				
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (LONG TERM)	MO	24	\$9,500.00	\$228,000
				Subtotal (Long Term)	\$228,000
	DEMOLITION				
100 6002	PREPARING ROW (LONG TERM)	STA	45	\$5,250.00	\$236,250
				Subtotal (Long Term)	\$236,250
	ROADWAY IMPROVEMENTS				
	LANES FOR EXPANSION TO CR-117 (4 LANES)	LANE MI	3.4	\$1,700,000.00	\$5,780,000
				Subtotal (Long Term)	\$5,780,000
	CONSTRUCTION COST (BEFORE MOBILIZATION)				\$6,244,250
	MOBILIZATION OF TOTAL CONSTRUCTION				
500 6001	MOBILIZATION (10%)	10% OF CONSTRUCTION (LONG TERM)			\$624,425
	ESTIMATED CONSTRUCTION COST (LONG TERM)				\$6,868,675



- DEMOLITION**
EXCAVATION - ROAD SIDE = 139 CY
RE-VEGETATION = 1253 SY
- NEW CONSTRUCTION**
6" YELLOW STRIPING (SLD) = 635 LF
REMOV 6" STRIPING= 635 LF
REMOV 12" STRIPING= 65 LF

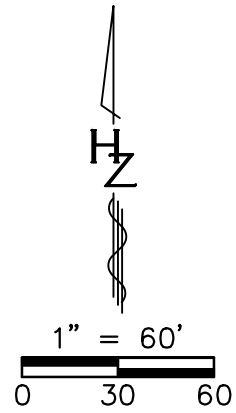
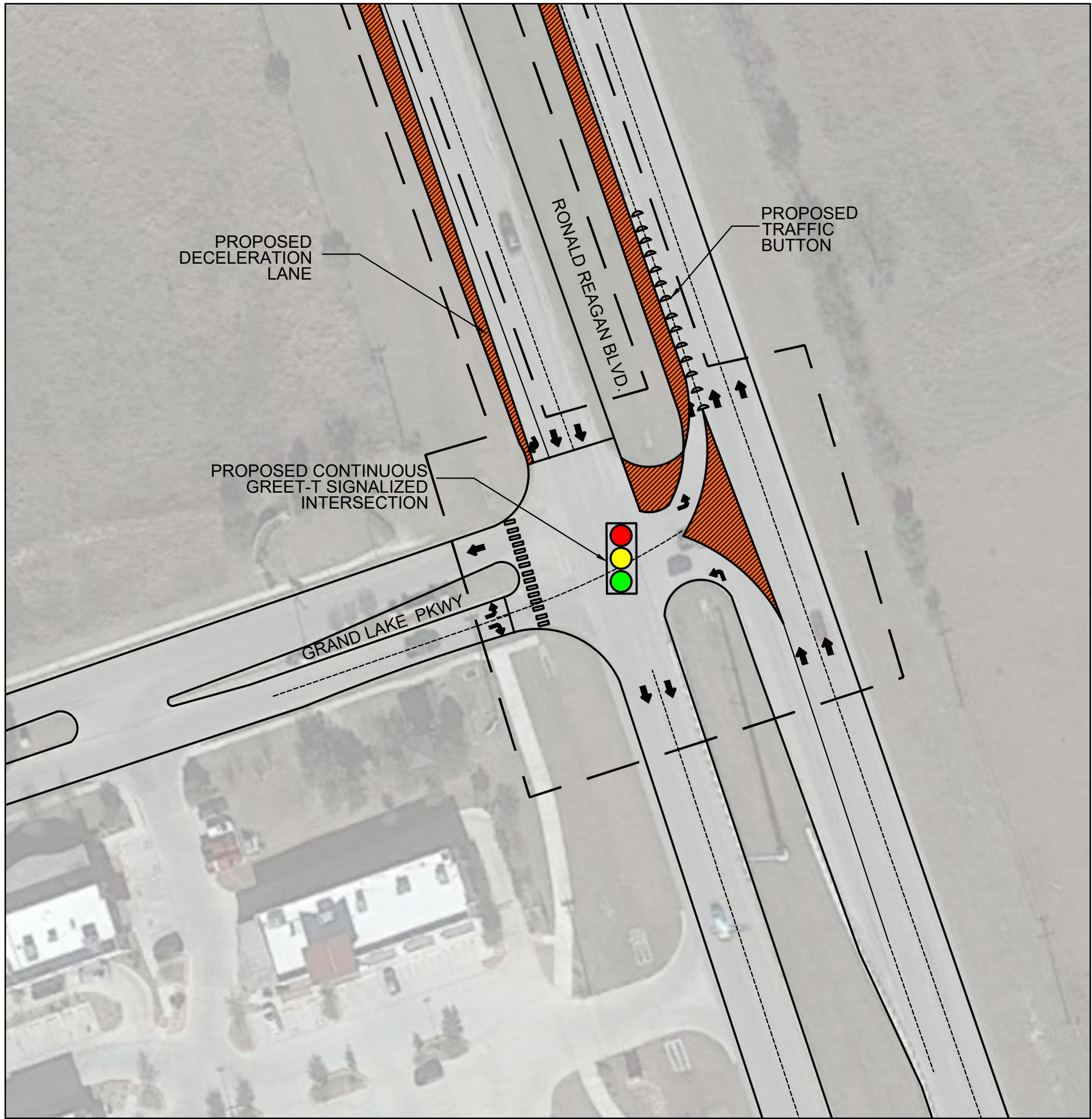
RECOMMENDATIONS:
1. CLOSE MEDIAN OPENING

NOTES:
FIGURES ARE DIAGRAMMATIC AND
SHOULD NOT BE USED FOR
CONSTRUCTION.

RONALD REAGAN BOULEVARD AND CR 177

RONALD REAGAN CORRIDOR IMPROVEMENTS LONG TERM (Year 2039)				
6/28/2024				
	Description			Subtotal Cost
	HARD COSTS			
	ESTIMATED CONSTRUCTION COST (INCLUDES 10% MOBILIZATION)			\$153,792
	SOFT COSTS	Unit	Unit Cost	Quantity
1	Design	10%	of Construction	\$15,379
2	Environmental Study	2%	of Construction	\$3,076
3	Survey / Topography	3%	of Construction	\$4,614
4	Geotechnical Services	2%	of Construction	\$3,076
5	Appraisal Services	0%	of Construction	\$0
6	Property / Row Acquisition	AC	\$50,000	0.0
7	Material Testing	3%	of Construction	\$4,614
8	Construction Management	10%	of Construction	\$15,379
9	Inspection	2%	of Construction	\$3,076
	ESTIMATED SOFT COST			\$49,213
	Subtotal			\$203,005
	Contingency	50%	of Hard and Soft Cost	\$101,502
	Subtotal			\$304,507
	3% INFLATION RATE PER YEAR (TO YEAR 2039)			\$169,905
	ESTIMATED TOTAL COST (HARD AND SOFT COST)			\$474,413

RONALD REAGAN CORRIDOR IMPROVEMENTS EXHIBIT 11					
Item No.	Description	UNIT	QUANTITY	UNIT PRICE	TOTAL
	TRAFFIC CONTROL				
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3	\$15,000.00	\$45,000
				Subtotal	\$45,000
	DEMOLITION				
100 6002	PREPARING ROW	STA	10	\$5,250.00	\$52,500
162 6002	BLOCK SODDING	SY	1253	\$24.00	\$30,072
				Subtotal	\$82,572
	ROADWAY IMPROVEMENTS				
110 6001	EXCAVATION (ROADWAY)	CY	139	\$70.00	\$9,730
				Subtotal	\$9,730
	SIGNAL, SIGNING, AND STRIPING IMPROVEMENTS				
666 6347	REF PROF PAV MRK TY I(Y)6"(SLD)(100MIL)	LF	635	\$0.85	\$540
677 6002	ELIM EXT PAV MRK & MRKS (6")	LF	865	\$1.51	\$1,306
191	ELIM EXT PAV MRK & MRKS (12")	LF	65	\$10.00	\$650
678 6002	PAV SURF PREP FOR MRK (6")	LF	635	\$0.02	\$13
				Subtotal	\$2,509
	ADA IMPROVEMENTS				
531 6003	CONC SIDEWALKS (6") (INCL. EXCAVATION)	SF	0	\$12.00	\$0
				Subtotal	\$0
	CONSTRUCTION COST (BEFORE MOBILIZATION)				\$139,811
	MOBILIZATION OF TOTAL CONSTRUCTION				
500 6001	MOBILIZATION (10%)	10%	OF CONSTRUCTION		\$13,981
	ESTIMATED CONSTRUCTION COST				\$153,792



DEMOLITION

EXCAVATION - ROAD SIDE = 689 CY
RE-VEGETATION = 237 SY
REMOVE GUARDRAIL= 285 LF



SCOPE OF WORK



NEW CONSTRUCTION

4" ASPHALT = 1084 SY (7352 SF)
12" FLEX BASE = 1209 SY
6" SUB-GRADE = 1209 SY
CURB & GUTTER = 389 LF
GUARDRAIL= 285 LF
6" WHITE STRIPING (BRK) = 113 LF
6" WHITE STRIPING (SLD) = 893 LF
6" YELLOW STRIPING (SLD) = 582 LF
REMOV 6" STRIPING = 1165 LF
NEW TRAFFIC SIGNAL LIGHTS = 3
NEW FOUNDATION FOR TRAFFIC LIGHTS = 3
NEW PEDESTRIAN SIGNAL LIGHTS =2
TRAFFIC BUTTON = 14
PEDESTRIAN LIGHTS FOUNDATION = 2

RECOMMENDATIONS:

1. CONTINUOUS GREEN-T SIGNALIZED INTERSECTION
2. DECELERATION LANE

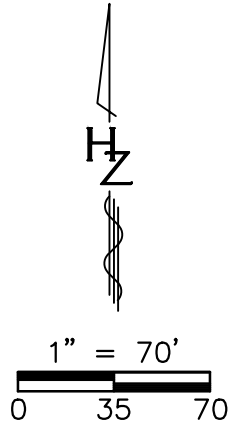
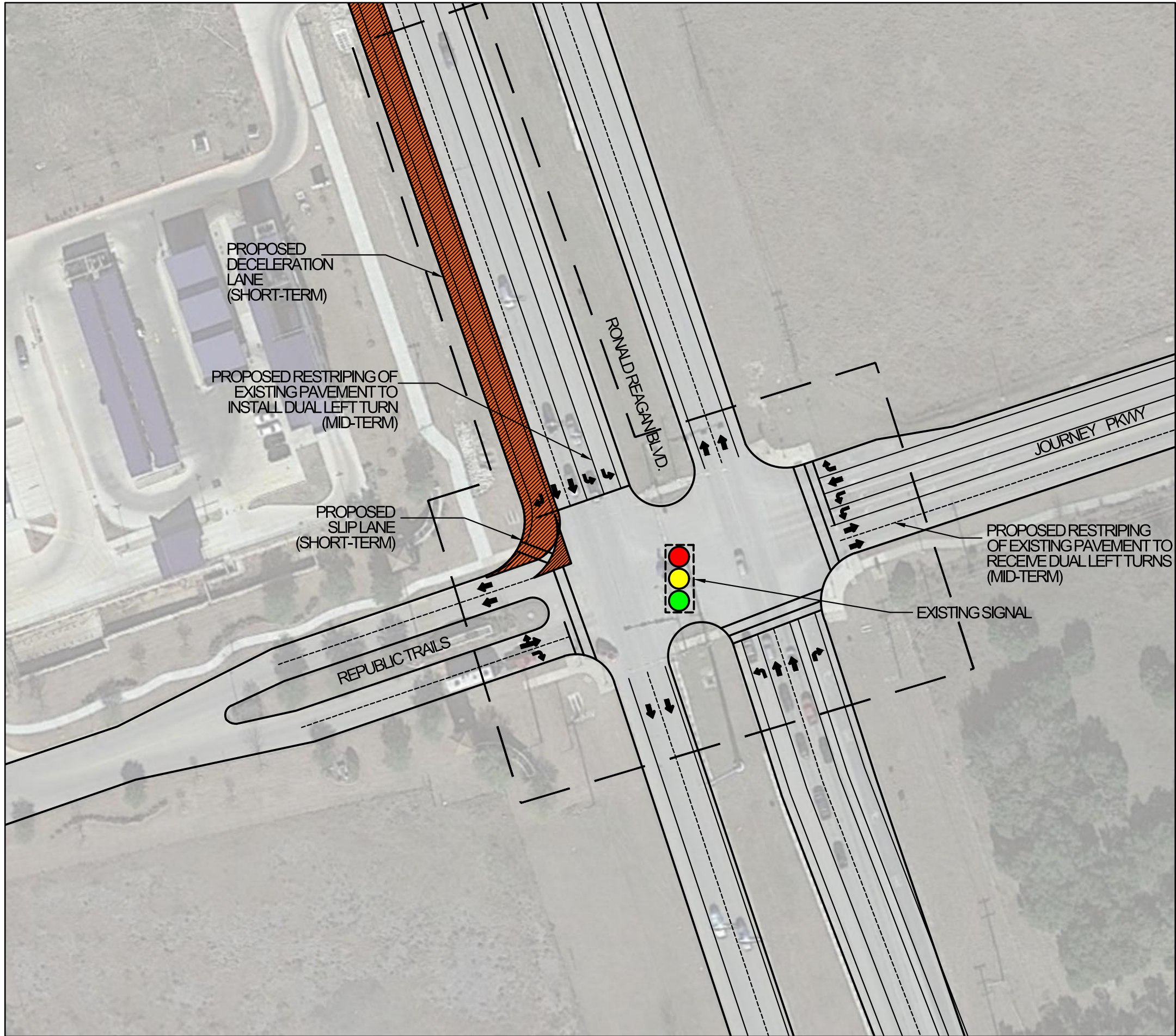
NOTES:

FIGURES ARE DIAGRAMMATIC AND SHOULD NOT BE USED FOR CONSTRUCTION.

RONALD REAGAN BOULEVARD AND GRAND LAKE PARKWAY

RONALD REAGAN CORRIDOR IMPROVEMENTS SHORT TERM (Year 2029)				
6/28/2024				
Description				Subtotal Cost
HARD COSTS				
<i>ESTIMATED CONSTRUCTION COST (INCLUDES 10% MOBILIZATION)</i>				\$1,196,959
SOFT COSTS				
	Unit	Unit Cost	Quantity	
1	Design	10%	of Construction	\$119,696
2	Environmental Study	2%	of Construction	\$23,939
3	Survey / Topography	3%	of Construction	\$35,909
4	Geotechnical Services	2%	of Construction	\$23,939
5	Appraisal Services	0%	of Construction	\$0
6	Property / Row Acquisition	AC	\$50,000 0.0	\$0
7	Material Testing	3%	of Construction	\$35,909
8	Construction Management	10%	of Construction	\$119,696
9	Inspection	2%	of Construction	\$23,939
<i>ESTIMATED SOFT COST</i>				\$383,027
Subtotal				\$1,579,986
Contingency				50% of Hard and Soft Cost
				\$789,993
Subtotal				\$2,369,979
3% INFLATION RATE PER YEAR (TO YEAR 2029)				\$377,476
ESTIMATED TOTAL COST (HARD AND SOFT COST)				\$2,747,455

RONALD REAGAN CORRIDOR IMPROVEMENTS EXHIBIT 12					
Item No.	Description	UNIT	QUANTITY	UNIT PRICE	TOTAL
TRAFFIC CONTROL					
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	10	\$15,000.00	\$150,000
				Subtotal	\$150,000
DEMOLITION					
100 6002	PREPARING ROW	STA	10	\$5,250.00	\$52,500
				Subtotal	\$52,500
ROADWAY IMPROVEMENTS					
110 6001	EXCAVATION (ROADWAY)	CY	689	\$70.00	\$48,230
162 6002	BLOCK SODDING	SY	237	\$24.00	\$5,688
247 6233	FL BS (CMP IN PLACE)(TY A GR 1-2)(12")	SY	1,209	\$81.00	\$97,929
	6" SUBGRADE PREP	SY	1,209	\$18.00	\$21,762
334 6080	HMCL ACP TY-D AC-4"	SY	1,084	\$72.00	\$78,048
529 6008	CONC CURB & GUTTER (TY II)	LF	389	\$81.00	\$31,509
540 6001	MTL W - BEAM GD FEN (TIM POST)	LF	285	\$250.00	\$71,250
542 6001	REMOVE METAL BEAM GUARD FENCE	LF	285	\$15.00	\$4,275
				Subtotal	\$358,691
SIGNAL, SIGNING, AND STRIPING IMPROVEMENTS					
666 6171	REFL PAV MRK TY II (W) 6" (BRK)	LF	113	\$1.63	\$184
666 6174	REFL PAV MRK TY II (W) 6" (SLD)	LF	893	\$1.51	\$1,348
666 6225	TRAFFIC BUTTON TY II-A-A	EA	14	\$10.32	\$144.48
666 6347	REF PROF PAV MRK TY I(Y)6"(SLD)(100MIL)	LF	582	\$0.85	\$495
677 6002	ELIM EXT PAV MRK & MRKS (6")	LF	1,165	\$10.00	\$11,650
678 6002	PAV SURF PREP FOR MRK (6")	LF	1,588	\$0.02	\$32
	TRAFFIC SIGNALS (CONT. GREEN-T)	LS	1	\$450,000.00	\$450,000
687 6001	PED POLE ASSEMBLY	EA	2	\$10,000.00	\$20,000
688 6001	PED DETECT PUSH BUTTON (APS)	EA	2	\$2,500.00	\$5,000
				Subtotal	\$488,854
ADA IMPROVEMENTS					
531 6004	CURB RAMPS (TY 1)	EA	2	\$2,200.00	\$4,400
531 6016	CURB RAMPS (TY 21)	EA	1	\$2,700.00	\$2,700
531 6003	CONC SIDEWALKS (6") (INCL. EXCAVATION)	SF	0	\$12.00	\$0
				Subtotal	\$7,100
ENVIRONMENTAL IMPROVEMENTS					
COA 641S	STABILIZED CONSTRUCTION ENTRANCE	EA	1	\$3,000.00	\$3,000
COA 642S	SILT FENCE	LF	1,000	\$8.00	\$8,000
	STORMWATER VEGETATIVE FILTER STRIP (GRADING, TOPSOIL, SEEDING, WATERING)	LS	1	\$20,000.00	\$20,000
				Subtotal	\$31,000
CONSTRUCTION COST (BEFORE MOBILIZATION)					\$1,088,145
MOBILIZATION OF TOTAL CONSTRUCTION					
500 6001	MOBILIZATION (10%)	10%	OF CONSTRUCTION		\$108,814
ESTIMATED CONSTRUCTION COST					\$1,196,959



DEMOLITION

EXCAVATION - ROAD SIDE = 941 CY
EXCAVATION - SIDEWALK = 63 CY
CURB & GUTTER = 80 LF
CONCRETE SIDEWALK = 3,380 SF
EXISTING PEDESTRIAN SIGNAL LIGHTS = 2

SCOPE OF WORK

NEW CONSTRUCTION
(SHORT-TERM UNLESS OTHERWISE NOTED)

4" ASPHALT = 1,541 SY
12" FLEX BASE = 1,636 SY
6" SUB-GRADE = 1,636 SY
CURB & GUTTER = 175 LF
CONCRETE SIDEWALK = 900 SF
(SHORT-TERM), 2,480 SF (MID-TERM)
NEW PEDESTRIAN SIGNAL LIGHTS = 2
PEDESTRIAN LIGHTS FOUNDATION = 2
FIBER OPTIC LINE RELOCATION = 1

STRIPING IS BROKEN DOWN ON THE COST ESTIMATE BY SHORT TERM AND MID TERM.

- RECOMMENDATIONS:
1. SOUTHBOUND DUAL LEFT
 2. SOUTHBOUND RIGHT SLIP LANE

NOTES:

FIGURES ARE DIAGRAMMATIC AND SHOULD NOT BE USED FOR CONSTRUCTION.

Ronald Reagan Boulevard Traffic Analysis
Intersection 14 (Ronald Reagan Blvd & Journey Pkwy)

**Exhibit
Number**

13

RONALD REAGAN BOULEVARD AND JOURNEY PARKWAY
SHORT-TERM: ADD SLIP LANE (SOUTHBOUND TO WESTBOUND)
MID-TERM: RESTRIPE EXISTING PAVEMENT FOR DUAL LEFT TURNS (SOUTHBOUND TO EASTBOUND)

RONALD REAGAN CORRIDOR IMPROVEMENTS SHORT TERM (Year 2029)				
6/28/2024	Description			Subtotal Cost
	HARD COSTS			
	ESTIMATED CONSTRUCTION COST (INCLUDES 10% MOBILIZATION)			\$1,184,500
	SOFT COSTS	Unit	Unit Cost	Quantity
1	Design	10%	\$118,450	
2	Environmental Study	2%	\$23,690	
3	Survey / Topography	3%	\$35,535	
4	Geotechnical Services	2%	\$23,690	
5	Appraisal Services	0%	\$0	
6	Property / Row Acquisition	AC	\$50,000	0.0
7	Material Testing	3%	\$35,535	
8	Construction Management	10%	\$118,450	
9	Inspection	2%	\$23,690	
	ESTIMATED SOFT COST			\$379,040
	Subtotal			\$1,563,540
	Contingency	50% of Hard and Soft Cost		\$781,770
	Subtotal			\$2,345,310
	3% INFLATION RATE PER YEAR (TO YEAR 2029)			\$373,547
	ESTIMATED SHORT TERM COST (HARD AND SOFT COST)			\$2,718,857

MID TERM (Year 2034)				
6/28/2024	Description			Subtotal Cost
	HARD COSTS			
	ESTIMATED CONSTRUCTION COST (INCLUDES 10% MOBILIZATION)			\$410,138
	SOFT COSTS	Unit	Unit Cost	Quantity
1	Design	10%	\$41,014	
2	Environmental Study	2%	\$8,203	
3	Survey / Topography	3%	\$12,304	
4	Geotechnical Services	2%	\$8,203	
5	Appraisal Services	0%	\$0	
6	Property / Row Acquisition	AC	\$50,000	0.0
7	Material Testing	3%	\$12,304	
8	Construction Management	10%	\$41,014	
9	Inspection	2%	\$8,203	
	ESTIMATED SOFT COST			\$131,244
	Subtotal			\$541,382
	Contingency	50% of Hard and Soft Cost		\$270,691
	Subtotal			\$812,073
	3% INFLATION RATE PER YEAR (TO YEAR 2034)			\$279,285
	ESTIMATED MID TERM COST (HARD AND SOFT COST)			\$1,091,358
	ESTIMATED TOTAL COST (MID AND SHORT TERM)			\$3,810,215

RONALD REAGAN CORRIDOR IMPROVEMENTS SHORT-TERM: ADD SLIP LANE (SOUTHBOUND TO WESTBOUND) EXHIBIT 13					
Item No.	Description	UNIT	QUANTITY	UNIT PRICE	TOTAL
	TRAFFIC CONTROL				
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (SHORT TERM)	MO	15	\$15,000.00	\$225,000
	Subtotal (Short Term)				\$225,000
	DEMOLITION				
100 6002	PREPARING ROW (SHORT TERM)	STA	10	\$5,250.00	\$52,500
104 6029	REMOVING CONC (CURB OR CURB & GUTTER)	LF	80	\$50.00	\$4,000
104 6036	REMOVING CONC (SIDEWALK OR RAMP)	SF	3,380	\$6.00	\$20,280
687 6005	REMOVE PED POLE ASSEMBLY	EA	2	\$1,000.00	\$2,000
	Subtotal (Short Term)				\$78,780
	ROADWAY IMPROVEMENTS				
110 6001	EXCAVATION (ROADWAY)	CY	1,000	\$70.00	\$69,965
247 6233	FL BS (CMP IN PLACE)(TY A GR 1-2)(12")	SY	1,636	\$90.00	\$147,200
	6" SUBGRADE PREP	SY	1,636	\$20.00	\$32,711
334 6080	HMCL ACP TY-D AC-4"	SY	1,541	\$80.00	\$123,244
529 6008	CONC CURB & GUTTER (TY II)	LF	175	\$90.00	\$15,750
	Subtotal (Short Term)				\$388,871
	SIGNAL, SIGNING, AND STRIPING IMPROVEMENTS				
666 6171	REFL PAV MRK TY II (W) 6" (BRK)(SHORT TERM)	LF	100	\$1.63	\$163
666 6174	REFL PAV MRK TY II (W) 6" (SLD)(SHORT TERM)	LF	527	\$1.51	\$796
677 6002	ELIM EXT PAV MRK & MRKS (6") (SHORT TERM)	LF	527	\$1.51	\$796
687 6001	PED POLE ASSEMBLY	EA	2	\$10,000.00	\$20,000
688 6001	PED DETECT PUSH BUTTON (APS)	EA	2	\$2,500.00	\$5,000
678 6002	PAV SURF PREP FOR MRK (6") (SHORT TERM)	LF	627	\$0.02	\$13
	TRAFFIC SIGNAL MODIFICATIONS	LS	1	\$200,000.00	\$200,000
	Subtotal (Short Term)				\$226,767
	ADA IMPROVEMENTS				
531 6003	CONC SIDEWALKS (6") (INCL. EXCAVATION)	SF	900	\$12.00	\$10,800
531 6004	CURB RAMPS (TY 1)	EA	2	\$2,500.00	\$5,000
	Subtotal (Short Term)				\$15,800
	UTILITIES				
	FIBER OPTIC LINE RELOCATION	LS	1	\$100,000.00	\$100,000
	Subtotal				\$100,000
	ENVIRONMENTAL IMPROVEMENTS				
COA 6415	STABILIZED CONSTRUCTION ENTRANCE	EA	4	\$3,000.00	\$12,000
COA 6425	SILT FENCE	LF	1,200	\$8.00	\$9,600
	STORMWATER VEGETATIVE FILTER STRIP (GRADING, TOPSOIL, SEEDING, WATERING)	LS	1	\$20,000.00	\$20,000
	Subtotal				\$41,600
	CONSTRUCTION COST (BEFORE MOBILIZATION)				\$1,076,818
	MOBILIZATION OF TOTAL CONSTRUCTION				
500 6001	MOBILIZATION (10%)		10% OF CONSTRUCTION (SHORT TERM)		\$107,682
	ESTIMATED CONSTRUCTION COST (SHORT TERM)				\$1,184,500

RONALD REAGAN CORRIDOR IMPROVEMENTS MID-TERM: RESTRIPE EXISTING PAVEMENT FOR DUAL LEFT TURNS (SOUTHBOUND TO EASTBOUND) EXHIBIT 13					
Item No.	Description	UNIT	QUANTITY	UNIT PRICE	TOTAL
	TRAFFIC CONTROL				
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (MID TERM)	MO	9	\$15,000.00	\$135,000
	Subtotal (Mid Term)				\$135,000
	DEMOLITION				
100 6002	PREPARING ROW (MID TERM)	STA	10	\$5,250.00	\$52,500
	Subtotal (Mid Term)				\$52,500
	SIGNAL, SIGNING, AND STRIPING IMPROVEMENTS				
666 6171	REFL PAV MRK TY II (W) 6" (BRK)(MID TERM)	LF	331	\$1.63	\$540
666 6174	REFL PAV MRK TY II (W) 6" (SLD)(MID TERM)	LF	662	\$1.51	\$1,000
677 6002	ELIM EXT PAV MRK & MRKS (6") (MID TERM)	LF	1,324	\$1.51	\$1,999
678 6002	PAV SURF PREP FOR MRK (6") (MID TERM)	LF	1,324	\$0.02	\$26
666 6347	REF PROF PAV MRK TY I(Y)6"(SLD)(100MIL)(MID TERM)	LF	331	\$0.85	\$281
666 6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	104	\$4.00	\$416
678 6006	PAV SURF PREP FOR MRK (12")	LF	104	\$0.10	\$10
677 6005	ELIM EXT PAV MRK & MRKS (12")	LF	132	\$10.00	\$1,320
	TRAFFIC SIGNAL MODIFICATIONS	LS	1	\$150,000.00	\$150,000
	Subtotal (Mid Term)				\$155,593
	ADA IMPROVEMENTS				
531 6003	CONC SIDEWALKS (6") (INCL. EXCAVATION)	SF	2,480	\$12.00	\$29,760
	Subtotal (Short Term)				\$29,760
	CONSTRUCTION COST (BEFORE MOBILIZATION)				\$372,853
	MOBILIZATION OF TOTAL CONSTRUCTION				
500 6001	MOBILIZATION (10%)		10% OF CONSTRUCTION (MID TERM)		\$37,285
	ESTIMATED CONSTRUCTION COST (MID TERM)				\$410,138



EXECUTIVE SUMMARY

4/17/2025

AGENDA SUBJECT:

Discuss and consider action on directing staff regarding the marketing materials for the City of Leander community survey.

BACKGROUND:

At the January 2, 2025 City Council meeting, the City Council approved funding in the amount of \$40,500.00 for fiscal year 2025 and authorized the City Manager to execute an agreement with Policy Confluence, Inc. (Polco) to develop, implement, and analyze a city-wide community survey for the City of Leander.

Polco administers the National Community Survey (NCS) for cities which includes standardized survey questions to evaluate a community's livability including safety; mobility; community design; inclusivity and engagement; health and wellness; economy; utilities; parks and recreation; natural environment; and education, arts and culture. The NCS is used to evaluate services, enhance communication, measure quality of life, build public trust, plan capital investments, inform budgeting, monitor performance, and support strategic planning.

At the February 20 and March 6, 2025 City Council meetings, the City Council provided recommendations for the standard survey questions and to remove non-applicable questions. Staff reviewed the standard survey questions and made edits to strike through non-applicable questions. The entire survey would take approximately 15 minutes to complete. In addition, the community survey will include an open-ended question as recommended by the City Council: "Why did you move to Leander and what would you change if you could?"

The City Council recommended tracking areas where survey responses will be submitted. Staff and Polco are working to assign unique survey codes to residential addresses in different areas within the city limits to track survey responses.

Polco recommends that the first phase of the survey for sample households should follow their methodology for the minimum survey participant age to be 18. Polco uses this standardized methodology for statistically sampled surveys across cities to ensure comparable results. Because the first phase is a randomly sample survey, Polco asks that only one person per household respond in order to maintain the integrity of the data. However, everyone in the household is welcome to participate in the open participation survey following the sample survey.

Staff has been developing printed and digital marketing materials to promote the community survey. In addition, staff has been developing a City survey logo that can be used for all surveys so the public can easily identify official City surveys. The printed marketing materials include a postcard that will be mailed to residential households by Polco, a survey info card to be available at City facilities, meetings and special events, and a flyer to display in public spaces and shared with the community. The digital materials will include information on the City's website, social media, newsletter, and flyers to be shared through email distribution groups to the community.

HISTORY/TIMELINE:

Updated Timeline for City of Leander Community Survey:

04/17/2025 – Finalize mailing materials and survey

04/17/2025 through 05/01/2025 – Polco prints materials, prepare mailings and sets up the survey online

05/01/2025 through 06/12/2025 – Survey is open for data collection

06/12/2025 – Survey closes

06/12/2025 through 07/10/2025 – Survey analysis and report writing

07/10/2025 – Polco provides the survey report to the City of Leander

APPLICANT/AGENT:

RECOMMENDATION:

Staff would like direction from the City Council regarding the marketing materials for the community survey.

PRESENTER:

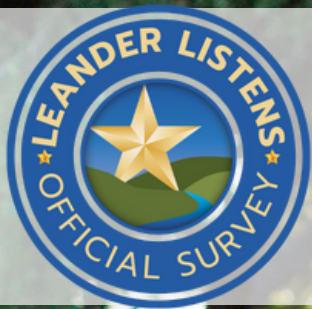
Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

Fiscal Impact

Attachments:

1. Marketing Materials for Community Survey
2. Updated Timeline for Community Survey





CITY OF LEANDER COMMUNITY SURVEY

**The City of Leander is seeking
your feedback on our
community's livability including:**

- ✓ Safety
- ✓ Mobility
- ✓ Community Design
- ✓ Inclusivity & Engagement
- ✓ Health & Wellness
- ✓ Economy
- ✓ Utilities
- ✓ Economy
- ✓ Parks & Recreation
- ✓ Natural Environment
- ✓ Education
- ✓ Arts & Culture

Your feedback will help the City of Leander make decisions to positively impact our community.

Survey closes June 12.

FOR MORE INFORMATION:

www.leandertx.gov/survey



Scan QR Code to Take the Survey



TAKE THE CITY OF LEANDER
**Community
Survey**

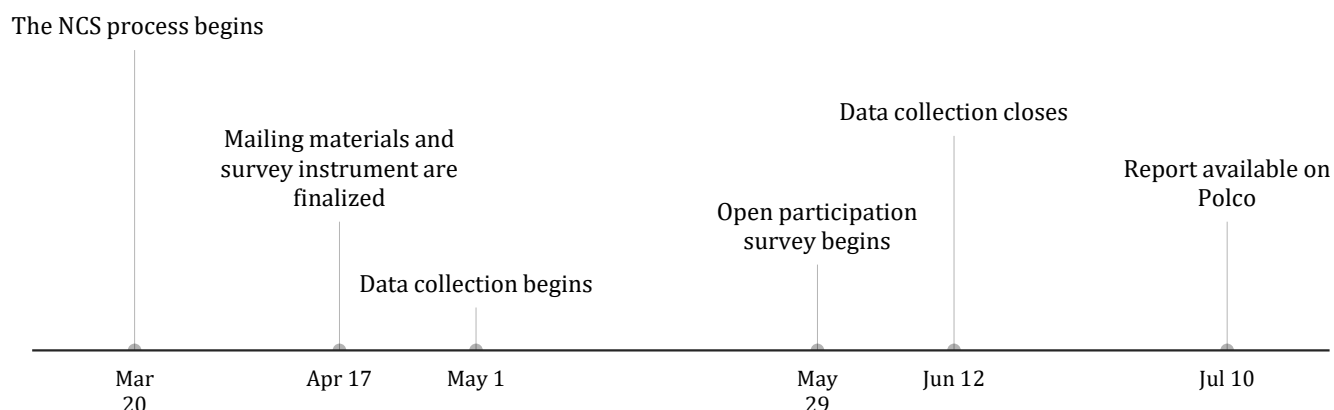
YOUR FEEDBACK WILL HELP THE
CITY OF LEANDER MAKE
DECISIONS TO POSITIVELY
IMPACT OUR COMMUNITY

SURVEY CLOSES JUNE 12
WWW.LEANDERTX.GOV/SURVEY



Scan QR Code to Take the Survey

Timeline for The National Community Survey™



Item	Date
Preparing for the Survey - Average of 6 Weeks	
Project Manager sends The NCS instrument for review	Mar 20
Send Project Manager drafts of optional custom questions to add to the survey	Mar 27
Mailing materials and survey instrument are finalized	Apr 17
Project Manager generates sample of representative households in your community	Apr 17
Polco prints materials, prepare mailings and sets up the survey online	Apr 17 to May 1
Survey Administration, Analysis, and Reporting - 11 Weeks	
Data collection is open for The NCS - track real-time responses on Polco!	May 1 to Jun 12
Postcard invitations to online survey sent	May 1
Packet with printed survey, cover letter, and postage-paid return envelope sent	May 8
Open participation survey begins (Project Manager will provide link)	May 29
Data collection closes for the random sample survey and open participation survey	Jun 12
Send Project Manager final count of returned postcards	Jun 12
Survey analysis and report writing	Jun 12 to Jul 10
Project Manager provides link to report on Polco	Jul 10
After the Survey	
After your community has completed The NCS, stay engaged with your community members by posting additional surveys and polls on Polco!	



EXECUTIVE SUMMARY
4/17/2025

AGENDA SUBJECT:

Discuss and consider action on directing staff regarding the Request for Proposal for Community Brand Strategy.

BACKGROUND:

In the Fiscal Year 2025 Budget, the City of Leander budgeted \$35,000.00 to pursue a branding and strategic communications plan. Staff has prepared a Request for Proposal for Community Brand Strategy to help select a qualified firm to develop and provide a community brand strategy to the City of Leander. The goal of the community brand strategy is to obtain a branding package that embodies the City of Leander and enhances the City's marketability across all sectors. The community brand strategy should establish a clear and consistent City of Leander brand to improve communication, engagement, participation, and pride with residents, businesses, visitors and employees.

The scope of work for the community brand strategy includes the following deliverables:

- **Strategic Direction** – Define the City of Leander's official brand and strategic direction for desired outcomes of increased public recognition, consistency, and demonstration of the organization's mission and vision.
- **Brand Authenticity** – Build a brand that accurately reflects the City's culture, values, and people. The brand must be unique, attractive, and demonstrate transparency, credibility, and personality to invoke trust and inspire engagement from all members of the community and the general public.
- **Community Engagement** – Build a brand that is community-driven and endorsed. Development of the brand must involve input from residents, businesses, visitors, City staff, and community partners through means of public engagement.
- **Community Spirit** – Build a brand that establishes the City of Leander as the pinnacle of excellence for other cities. The brand should evoke community spirit, business attraction and retention, and position the City as a desirable place to live, work, and play. The brand should signify the City of Leander as a premier community with an exceptional high quality of life in Texas.
- **Brand Guidelines** – Develop guidance outlining the proper use of the brand to ensure continuity, consistency, and strengthening of the brand. Provide documentation of logo and sub-branding; color usage; typography options; illustration and photographic styles; proper use of logos, taglines and fonts; use of infographics; brand positioning; core brand pillars; and samples/templates for signage, digital content, and other materials.
- **Brand Adaptability** – Build a brand that may be modified for use in various methods and situations, including flexibility for each City department and/or program following brand guidelines.
- **Public Awareness Campaign** – Develop a public awareness campaign to build awareness and understanding of the new brand. The campaign should include a detailed action plan and timeline for the implementation of the brand.

- **Copyright** – The City will have exclusive rights and trademarks to the Community Brand Strategy created by the successful Respondent(s). The Respondent(s) use of the Community Brand Strategy will be limited to portfolio purposes and non-commercial uses.

Funding for the development of the Community Brand Strategy and all its components will include a maximum budget of \$35,000.00. The City has the discretion to consider additional budgetary needs in the pursuit of a high-quality community brand strategy. All uses of the funding will be in accordance with the terms and scope of work as identified in the request for proposal.

HISTORY/TIMELINE:

Proposed Timeline for the Request for Proposal for Community Brand Strategy:

04/28/2025 – Request for Proposal released
 05/09/2025 – Deadline for vendor questions submitted to City of Leander
 05/16/2025 – Questions and answers to be posted on the City of Leander website
 05/30/2025 – Request for Proposal deadline
 07/17/2025 – City Council consideration and contract award

APPLICANT/AGENT:

RECOMMENDATION:

Staff would like feedback from the City Council on the scope of work in the Request for Proposal for Community Brand Strategy.

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$35,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	General Fund

Attachments:

1. Draft Request for Proposal for Community Brand Strategy



Purchasing Division
105 N. Brushy Street
Leander, TX 78641
www.leandertx.gov

Solicitation #

REQUEST FOR PROPOSAL COMMUNITY BRAND STRATEGY

Responses Due: May 30, 2025



**REQUEST FOR PROPOSAL
COMMUNITY BRAND STRATEGY**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks an agreement with a qualified Individual, Firm, or Corporation, herein “Respondent”, to develop and provide a community brand strategy.
2. **GOAL:** City seeks a community brand strategy that embodies the City of Leander and enhances the City’s marketability across all sectors. The goal of the community brand strategy is to establish a clear and consistent City of Leander brand to improve communication, engagement, participation, and pride with residents, businesses, visitors and employees.
3. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City’s Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City’s website by visiting <https://www.leandertx.gov/264/Purchasing>.
 - 3.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.
4. **ATTACHMENTS:** Attachments A through C are herein made a part of this solicitation.
 - 4.1. Attachment A: Reference Sheet
 - 4.2. Attachment B: CIQ Form
 - 4.3. Attachment C: Bid Sheet
5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Kay Johnson
Purchasing Department
City of Leander
Telephone: 512-528-2730 kjohnson@leandertx.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
- 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the provision or service described herein.
7. **BEST VALUE EVALUATION AND CRITERIA:** Respondents may be required to make a verbal presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.
- All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- Proposed fees;
 - Reference of Respondent and of Respondent's services;
 - Quality of the Respondent's services;
 - The extent to which the services meet the City's needs;
 - Respondent's past relationship with the City;
 - Any relevant criteria specifically listed in the solicitation to include, but not limited to, the results of the vendor's proposed program demonstration.
- 7.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.
8. **COMMITTEE REVIEW:** An evaluation committee will review each response to determine the most highly qualified Respondent on the basis of demonstrated competence and qualifications using the following weighted criteria. A consensus score will be assigned to each response. A committee of City of Leander evaluators has been established to evaluate the Solicitation Responses.

Criteria	Possible Points
Background, Statement of Interest & Qualifications (Letter of Transmittal, Executive Summary)	10
Experience and Expertise (Personnel)	25
Project Methodology and Understanding (Local Presence and Understanding of City of Leander)	25
Sample Work Products	15
Pricing	25
References	Acceptable/Inacceptable
Total	100

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

9. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <https://www.leandertx.gov/265/Bid-Notification>.

- 9.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.
- 9.2. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of City employees and agents who may qualify as local government officers. Click here [Chapter 176, Texas Local Government Code](#), to review this requirement.
- 9.3. A completed CIQ Form, herein Attachment C, is required with each response.
- 9.4. Once a selection is made and the City has the intent to award, the successful respondent will be required to submit Form 1295 to the State of Texas electronically prior to executing the agreement or purchase order.
10. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
- 10.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:
- 10.1.1. Solicitation document, attachments and exhibits;
- 10.1.2. Solicitation addendums, if applicable;
- 10.1.3. City's Definitions, Terms and Conditions;
- 10.1.4. Successful Respondent's submission.
- 10.2. The initial term of the agreement shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Purchasing Manager or designee, unless specified otherwise in the Scope of Work, the Contract may be extended beyond the initial term at the City's sole option unless the Contractor is notified 30 days prior to the expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 10.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
- 10.4. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.
11. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the deliverables, or the day on which the performance of services was completed or the day on which the City receives a correct invoice for the deliverables, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:

- 11.1. There is a bona fide dispute between the City and Vendor concerning the deliverables or the services performed that causes the payment to be late; or
- 11.2. There is a bona fide dispute between the Vendor and a subcontractor concerning the deliverables or the services performed which caused the payment to be late; or
- 11.3. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
12. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate sufficient funds, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

Event	Event Date*
RFP Released	April 28, 2025
Deadline for Vendor Questions Submitted to the City of Leander	May 9, 2025
Questions and Answers to be posted on the City of Leander website on or before	May 16, 2025
RFP Deadline	May 30, 2025
City Council Consideration and Contract Award	July 17, 2025
Services to begin upon execution of contract	

*The City of Leander reserves the right to change the dates in the Schedule of Events above upon written notification to prospective Vendors through a posting on the City of Leander website. It is the responsibility of interested Vendors to check the City of Leander website for all updates and changes.

All questions regarding the solicitation shall be submitted via website

<https://www.leandertx.gov/265/Bid-Notification>. **By 2:00 PM on the due date noted above.** A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage at: <https://www.leandertx.gov/265/Bid-Notification>.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.leandertx.gov/265/Bid-Notification> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **2:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

FedEx, UPS or Hand Deliver to:

**City of Leander
Purchasing Department
105 N. Brushy Street
Leander, Texas 78641**

Mail to:

**City of Leander
Purchasing Department
PO Box 319
Leander, TX 78646**

- 3.1. Responses received after this time and date shall not be considered.
- 3.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and **"DO NOT OPEN"**.
- 3.3. Facsimile or electronically transmitted responses are **not acceptable**.
- 3.4. Late responses will be returned to Respondent unopened if return address is provided.
- 3.5. Responses cannot be altered or amended after opening.
- 3.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 3.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
4. **AGREEMENT NEGOTIATIONS**: In establishing an agreement as a result of the solicitation process, the City may:
 - 4.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.
 - 4.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
 - 4.3. Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
 - 4.4. If negotiations are successful, enter into an agreement or issue a purchase order.
 - 4.5. If not successful, formally end negotiations with that Respondent. The City may then:
 - 4.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
 - 4.5.2. The City shall continue this process until an agreement is entered into or until all negotiations are terminated.
 - 4.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
5. **POST AWARD MEETING**: The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
 - 5.1. Identify specific milestones, goals and strategies to meet objectives.
 - 5.2. Provide City contact(s) information for implementation of agreement.
6. **COSTS INCURRED**: Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **INTRODUCTION:** Leander is located in the northern Austin metro area and offers stunning views, a vibrant culture, and easy access to Central Texas' Tech Hub. The City is known for its high quality of life, exceptional schools, strong community pride, and low crime rate. Leander currently has a population of approximately 90,000 residents with a capacity for over 200,000 residents as the City's growth has significantly impacted the local economy and housing market, offering new and modern homes at affordable prices in safe, pristine neighborhoods. Peaceful and family-friendly, Leander residents enjoy beautiful scenic vistas, the Texas Hill Country, community events, and thriving business opportunities.
2. **SCOPE OF WORK AND DELIVERABLES:** The City of Leander seeks to enter into an agreement with a qualified Respondent to develop and provide the Community Brand Strategy. The Respondent must be able to research, create, and develop a plan for the creation and implementation of the Community Brand Strategy through input from City staff and public engagement.

The City's Community Brand Strategy scope of work shall include the following deliverables:

- **Strategic Direction** – Define the City of Leander's official brand and strategic direction for desired outcomes of increased public recognition, consistency, and demonstration of the organization's mission and vision.
 - **Brand Authenticity** – Build a brand that accurately reflects the City's culture, values, and people. The brand must be unique, attractive, and demonstrate transparency, credibility, and personality to invoke trust and inspire engagement from all members of the community and general public.
 - **Community Engagement** – Build a brand that is community-driven and endorsed. Development of the brand must involve input from residents, businesses, visitors, City staff, and community partners through means of public engagement.
 - **Community Pride** – Build a brand that establishes the City of Leander as the pinnacle of excellence for other cities. The brand should evoke community pride, business attraction and retention, and position the City as a desirable place to live, work, and play. The brand should signify the City of Leander as a premier community with exceptional high quality of life in Texas.
 - **Brand Guidelines** – Develop guidance outlining the proper use of the brand to ensure continuity, consistency, and strengthening of the brand. Provide documentation of logo and sub-branding; color usage; typography options; illustration and photographic styles; proper use of logos, taglines and fonts; use of infographics; brand positioning; core brand pillars; and samples/templates for signage, digital content, and other materials.
 - **Brand Adaptability** – Build a brand that may be modified for use in various methods and situations including flexibility for each City department and/or program following brand guidelines.
 - **Public Awareness Campaign** – Develop a public awareness campaign to build awareness and understanding of the new brand. The campaign should include a detailed action plan and timeline for the implementation of the brand.
 - **Copyright** – The City will have exclusive rights and trademarks to the Community Brand Strategy specified herein created by the successful Respondent(s). Respondent(s) use of the Community Brand Strategy will be limited to portfolio purposes and non-commercial uses.
3. **PROJECT BACKGROUND:** The City of Leander currently uses a brand guide which includes a logotype, typography, and a color kit that aims to represent the essence of the City of Leander. The development and implementation of a new community brand should help the City enhance its

marketability and provide full opportunities for the public to share their views and to influence the outcome of the branding initiative process.

4. **BUDGET ALLOCATION/FINANCIAL CONSIDERATION:** Funding for the development of the Community Brand Strategy and all its components will include a maximum budget of \$35,000 from the City of Leander. The City has the discretion to consider additional budgetary needs in the pursuit of a high quality community brand strategy. All use of the funding must be in accordance with the terms and Scope specified herein.
5. **PROJECT MANAGEMENT:** It is intended that a team of City staff will lead the overall branding initiative to ensure the project objectives are met. However, the successful Respondent(s) shall support staff in all aspects of the project. City staff will provide regular updates to the City Council on the development of the branding initiative; and the Respondent(s) may be requested to participate in those regular updates. Additionally, City staff will assist the Respondent(s) in facilitating interactions with appropriate City staff members, City Council members, committee members should a Steering Committee be appointed, and other key stakeholders. The successful Respondent(s) will be responsible for regular, monthly updates/communication with staff regarding the status of the Community Brand Strategy. Respondent(s) should propose a schedule of routine progress reports as part of a Response. City staff may, at any time, request an interval progress report. Milestones for completion of various aspects of the update must be included within the project timeline. Invoices and Payment Requisitions will only be processed following the successful completion of a task. At no time will the City be responsible for payment if all aspects of a task are not complete. The final contract and project management plan must be itemized and clearly describe the definition of successful completion of each task.

The successful Respondent(s) shall meet with City staff at the onset of the project to discuss the Community Brand Strategy and obtain research materials. Communication by the successful Respondent(s) shall continue with City staff throughout the project to obtain additional information.

Throughout the project, the successful Respondent(s) shall coordinate with City staff to discuss the project, as needed, and shall provide City staff with a draft of all Community Brand Strategy elements (see below). This step allows City staff an opportunity to review and provide feedback on the project, ensuring that the direction is correct and that any missing or additional information can be incorporated into the drafts.

6. **PUBLIC PARTICIPATION PLAN:** Public participation is essential to the development of the City's Community Brand Strategy and goals of the overall branding initiative. It is expected that the successful Respondent(s) will meet and interact with residents, community partners, businesses, neighborhoods, outside communities, and City personnel across all departments to articulate and reflect community dialogue and consensus within the final Community Brand Strategy.

The City of Leander will provide a comprehensive list to the selected successful Respondent(s) identifying the individuals and organizations that are to be included in the external and internal outreach. The goals of the outreach shall be to:

- Provide the public with information so they can understand the purpose, process, and values of the project, and can participate effectively.
- Provide full opportunities for the public to share their views and to influence the outcome of the branding initiative process.
- Build consensus and public support for the vision and goals of the branding initiative and of the entity charged with developing and implementing the Community Brand Strategy.
- Provide City staff with a market research study to determine the view/perception of the City, among members of the community, neighborhoods, businesses, cultural centers, outside communities, and City personnel.

7. **PRESENTATIONS AND COMMUNICATIONS**: The successful Respondent(s) will present the final Community Brand Strategy and implementation strategy to the City Council as well as other applicable City staff or applicable committees as defined by the final scope of work. Additionally, the successful Respondent(s) will work with staff to communicate with project stakeholders and various committees throughout the process, and to present intermediate deliverables and related information.

PART IV

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS**: To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses **shall not exceed twenty (25) pages** in length (excluding title page, index/table of contents, work sample attachments (on flash drive) and dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a printed, 8 1/2" X 11" sheet of paper.

The Respondent shall submit **one (1) original signed paper copy and two (2) copies** of its Response.

In addition, the Respondent shall submit one (1) flash drive containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The flash drive shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission." **Failure to provide a flash drive may result in disqualification for award.**

If supplemental materials are included with the Response the flash drive must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

- TAB #1** 1.1. Title Page (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.

- TAB #2** 1.2. Letter of Transmittal (1 page) – Identify the services for which solicitation has been prepared.
- 1.2.1. Briefly state your firms understanding for the services to be performed and make a positive commitment to provide the services as specified.
 - 1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail address.
 - 1.2.3. The letter of each solicitation shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

- TAB #3** 1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

- TAB #4** 1.4. Executive Summary – Provide an Executive Summary of the major features of the Response, including any conclusions, assumptions, and general recommendations the Respondent desires to make. The summary should include the name of the project lead who will work on the contract and relevant project experience and point of contact and/or project manager for questions.

- TAB #5** 1.5. Relevant Experience – List separately three (3) to five (5) case study summaries similar in nature to this project within the last ten (10) years, and the name and telephone number of

the principal client for each case study summary. Two (2) examples of these case study summaries shall be samples of a successfully completed community branding initiative.

TAB #6

- 1.6. Project Methodology – Provide a written narrative detailing your Firm’s understanding of and approach to the Project. Outline, in detail, the tasks your Firm will perform to produce information and services requested in the Scope of Work provided in this RFP. Indicate if any additional tasks are necessary. Explain how your Firm will ensure that the project methodology incorporates all required deliverables. Include a breakdown by task indicating the staff to be assigned and their roles and responsibility. Identify if the main Firm or subconsultant will be responsible for any deliverables.

TAB #7

- 1.7. Ability to Meet Deadlines – Include a timeline demonstrating the Firm’s ability to meet deadlines for accomplishing the Scope of Work identified in this RFP, estimating the amount of time it would take to complete each task listed under the Scope of Work provided in this RFP. Identify previous projects your Firm has completed on schedule and/or ahead of schedule in the last ten (10) years and provide the client contact information for those specific projects.

TAB #8

- 1.8. Qualifications of Key Personnel – Provide a brief history of the organization and explanations of unique qualifications for consideration. Information shall provide length of years in business. Document how key personnel possess necessary experience and knowledge of graphic design, marketing, communications, public relations, branding, or similar area. Document how key personnel possess necessary qualifications or means of inclusive engagement with people from a variety of backgrounds, languages, and physical abilities. Document how key personnel have demonstrated proven history of experience in the development of strategic community branding initiatives and engagement with both internal and external stakeholders. Provide the names with resumes and/or relevant experience of any personnel who will be assigned to any part of the Project, including the project manager. Include a description of the project manager’s experience with similar projects.

TAB #9

- 1.9. Local Presence and Understanding of City of Leander – Document if your firm does or does not have a principal place of business or a satellite office in the Greater Austin Area. If your firm does not have a principal place of business or a satellite in the Greater Austin Area, document if your firm is located within the State of Texas. Provide a summary of your firm’s knowledge and understanding of the City of Leander.

TAB #10

- 1.10. References – A reference list of clients with contact names, telephone numbers, and email addresses.

PART V

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS:** The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link:
https://library.municode.com/tx/leander/codes/code_of_ordinances?nodeId=CH9PE_ART9.05COET

Sec. 9.05.007 Persons doing business with the city

(a) Persons seeking discretionary contracts.

- (1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in sections 9.05.004 and 9.05.005 of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.
- (2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.

(b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:

- (1) An employee or officer of the city that advises or makes presentations to the board or city body; or
- (2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

Sec. 9.05.009(f) Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.