



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - July 21, 2022
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Esme Mattke Longoria
Place 3 – David McDonald

Place 4 – Na'Cole Thompson, *Mayor Pro Tem*
Place 5 – Chris Czernek
Place 6 – Becki Ross
City Manager – Rick Beverlin

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. Old Town Park Update.

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 by Council.

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

7. Staff Reports
 - Water Update
8. Leander History

CONSENT AGENDA: ACTION

9. Approval of the minutes for meeting held on July 7, 2022.

10. Acceptance of public infrastructure improvements for Travisso Phase 3 Section 5, Phase 4 Sections 1, 2 and 3 reclaimed water irrigation and landscape improvements, and Alta Leander Station.
11. Approval of the Second Reading of an Ordinance regarding the Gabriel Tract Annexation Case 22-A-002 regarding the voluntary annexation of 17.821 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R500871; and generally located to the west of the western terminus of Gabriels Horn Road, west of the intersection of Ronald W Reagan Blvd and Gabriels Horn Road, Leander, Williamson County, Texas.
12. Approval of the Second Reading of an Ordinance regarding the 500 Heritage Grove Road Annexation Case 22-A-004 regarding the voluntary annexation of 44.385 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031642 and R031640; and commonly known as 500 Heritage Grove Road, Leander, Williamson County, Texas.
13. Approval of the 15000 Faubion Trail Letter Agreement Case 22-DA-015 regarding the approval of a letter agreement regarding the platting process; located at 15000 Faubion Trail; Leander, Travis County, Texas.
14. Approval of the QuikTrip at Crystal Village Phase 1, Lot 5 License Agreement, Case 22-LA-003, to allow for the installation and maintenance of landscaping and irrigation within portions of the right-of-way of Crystal Falls Parkway, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

15. Conduct a Public Hearing regarding Comprehensive Plan Case 22-CPA-003 to amend Transportation Master Plan to change the classification of CR 267 between Kauffman Loop and Bar W Ranch Blvd from an arterial class roadway to a collector class roadway, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Comprehensive Plan Case 22-CPA-003 as described above.
16. Conduct a Public Hearing regarding Subdivision Case 22-CP-003 to adopt the Borho aka Barksdale Concept Plan on one parcel of land approximately 44 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031542; generally located north on Journey Parkway, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Subdivision Case 22-CP-003 as described above.
17. Conduct a Public Hearing and consider action regarding Ordinance Case 22-OR-002 to amend the Composite Zoning Ordinance to adopt amendments to the landscape ordinance requirements to promote water conservation, and to provide for related matters; Leander, Williamson & Travis Counties, Texas.
 - Discuss and consider action regarding Ordinance Case 22-OR-002 as described above.

REGULAR AGENDA

18. Discuss and consider action on the Second Reading of an Ordinance regarding Zoning Case 22-Z-012 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 500 Heritage Grove Road PUD (Planned Unit Development) with the base zoning district of HC-4-D (Heavy Commercial) and approval of Masonry Development Agreement Case 22-DA-013 on two parcels of land approximately 44.385 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031642 and R031640; and commonly known as 500 Heritage Grove Road, Leander, Williamson County, Texas.

19. Discuss and consider action on Tree Removal Case 22-CIP-TRP-004 regarding removal of Significant and Heritage Trees associated with the eastward expansion of San Gabriel Parkway from Palmera Bluff subdivision to the intersection of Ronald Reagan Boulevard generally located north of Palmera Ridge Section 9 and runs southwest of the intersection of Ronald Reagan Boulevard and current CR 274, Leander, Williamson County, Texas.
20. Discuss and consider action on a Resolution supporting the design of Brushy Creek Regional Utility Authority (BCRUA) Phase 2A, as well as construction of the BCRUA parallel raw water line and clearwell projects, and providing for related matters.
21. Discuss and consider action on the amended and restated Solicitation S20-052, Pre-Qualified Engineering Consulting Services list approved by the City Council at the December 16, 2021 regular meeting.
22. Discuss and consider action on Amendment 1 to Task Order GEMC-1 with GarzaEMC, in the amount of \$62,925.71, increasing the cost of services from \$564,137.68 to \$627,063.39, for the engineering services related to the design and construction of extending new waterline into the Ridgmar neighborhood from the new RM 2243 waterline (CIP W.18); and authorize the City Manager to execute any and all necessary documents.
23. Discuss and consider moving the October 6, 2022 regular meeting due to the Texas Municipal League Annual Conference.
24. Council Member Closing Statements.
25. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 55 1.001 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 55 1.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 55 1.073 [prospective gift to city], 55 1.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [Deliberations regarding Economic Development Negotiations]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 15 day of July 2022 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
07/21/2022

AGENDA SUBJECT:

Approval of the minutes for meeting held on July 7, 2022.

BACKGROUND:

Attached are minutes for meeting held on July 7, 2022.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Draft Minutes



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - July 7, 2022



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalione-Parker
Place 2 – Esme Mattke Longoria
Place 3 – Jason Shaw

Place 4 – Na'Cole Thompson
Place 5 – Chris Czernek
Place 6 – Becki Ross, *Mayor Pro Tem*
City Manager – Rick Beverlin

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Opened meeting at 6:01 p.m.
2. Roll Call reflected all present.
3. Parkland dedication fees update included: need for enhanced level of service; objectives; and proposed revisions.

The briefing workshop adjourned at 6:42 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Opened meeting at 7:01 p.m., Judge Edna Staut provided the Invocation and Mayor Christine led the Pledges of Allegiance.
5. Roll Call reflected all present.
6. Public comments on items not listed in the agenda.

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

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

Leikyn Huckins, 401 Greenleaf Drive, Liberty Hill - commented on the need for fire sprinkler systems in pet facilities.

Don Huckins, 401 Greenleaf Drive, Liberty Hill - commented on the need for fire sprinkler systems

in pet facilities.

Carmela A. Stearns, 157 Canyon Oak Loop, Georgetown - commented on the need for fire sprinkler systems in pet facilities.

Mike Sanders, 106 W. South Street - commented on bad faith insurance; employee insurance; and Texas Municipal League.

Crystal Cloud, 1513 Uhland Drive - thanked Jason Shaw for his service.

7. Recognitions/Proclamations/Visitors.

- Proclamation recognizing National Park and Recreation month.
- Recognition of Youth Baseball All-Star Teams.
- Recognition of service of Councilmember Place 3.
- Administer Oath of Office to newly elected and re-elected Councilmembers.

[Immediately following the Oath of Offices the Council will recess for a brief reception in the Council Chamber lobby.]

[City Council recessed at 7:58 p.m.; reconvened at 8:13 p.m.]

8. Staff Reports

- Public Works water update.
- Development Hub update.

CONSENT AGENDA: ACTION

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Na'Cole Thompson to approve consent agenda items 9 through 14.

Vote: 7 - 0

9. Approval of the minutes for meetings held on June 16, 2022 and June 21, 2022.
10. Acceptance of public infrastructure improvements for Bar W Ranch Phase 5 and Bryson Ridge Subdivision.
11. Approval of Change Order No. 32 to the Construction Contract with DeNucci Constructors, LLC for the Northline Phase 1 City improvements increasing the City portion of the contract by the amount of \$285,810.86 for a new contract total of \$10,868,255.61 with no added days; and authorize the City Manager to negotiate and execute any and all necessary documents.
12. Approval of a contract with SHI Government Solutions, Inc. for Microsoft 365 consulting services the amount of \$67,224.00 utilizing the Texas Department of Information Resources (DIR) Contract DIR-CPO-4398; and authorize the City Manager to execute any and all necessary documents.

13. Approval of Development Agreement Case 22-DA-003 regarding the Leander Martial Arts Development on one parcel of land approximately 0.964 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R606382; and generally located to the northwest of the intersection of High Chaparral Drive and Crystal Falls Parkway, Leander, Williamson County, Texas.
14. Approval of renaming Ibeza Drive to Ibiza Drive located within the Marbella Phase III & IV Subdivision to the southeast of Raider Way and Cullera Drive; Williamson County, Texas.

PUBLIC HEARING: ACTION

15. Mayor Christine opened a Public Hearing at 8:37 p.m. regarding implementation of roadway impact fees. David Glenn, 7421 Burnet Road, #911, Austin spoke in opposition. No one spoke in favor. The Public Hearing closed at 8:39 p.m.

- Discuss and consider action regarding an ordinance implementation of roadway impact fees.

Motion by Councilmember Chris Czernek, Seconded by Mayor Christine DeLisle to approve an ordinance implementing roadway impact fees with a delay of 6-month effective date for implementation, and keep nonresidential at 10%; following a discussion.

Vote: 6 - 1

NAY: Mayor Pro Tem Becki Ross

16. *[City Council recessed at 9:20 p.m.; reconvened at 9:33 p.m.]*

Mayor Christine opened a Public Hearing at 9:33 p.m. regarding Gabriel Tract Annexation Case 22-A-002 regarding the voluntary annexation of 17.821 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R500871; and generally located to the west of the western terminus of Gabriels Horn Road, west of the intersection of Ronald W. Reagan Boulevard and Gabriels Horn Road, Leander, Williamson County, Texas. No one spoke in favor or opposition. The Public Hearing closed at 9:34 p.m.

- Discuss and consider action regarding Gabriel Tract Annexation Case 22-A-002 as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Chris Czernek to approve Gabriel Tract Annexation Case 22-A-002 regarding the voluntary annexation of 17.821 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R500871; and generally located to the west of the western terminus of Gabriels Horn Road, west of the intersection of Ronald W. Reagan Boulevard and Gabriels Horn Road, Leander, Williamson County, Texas.

Vote: 7 - 0

17. Mayor Christine opened a Public Hearing at 9:35 p.m. regarding 500 Heritage Grove Road Annexation Case 22-A-004 regarding the voluntary annexation of 44.385 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031642 and R031640; and commonly known as 500 Heritage Grove Road, Leander, Williamson County, Texas. No one spoke in favor or opposition. The Public Hearing closed at 9:35 p.m.

- Discuss and consider action on regarding 500 Heritage Grove Road Annexation Case 22-A-004 as described above.

Motion by Councilmember Kathryn Pantalione-Parker, Seconded by Councilmember Esme Mattke Longoria to approve 500 Heritage Grove Road Annexation Case 22-A-004 regarding the voluntary annexation of 44.385 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031642 and R031640; and commonly known as 500 Heritage Grove Road, Leander, Williamson County, Texas.

Vote: 7 - 0

18. Mayor Christine opened a Public Hearing at 9:47 p.m. regarding Zoning Case 22-Z-012 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 500 Heritage Grove Road PUD (Planned Unit Development) with the base zoning district of HC-4-D (Heavy Commercial) on two parcels of land approximately 44.385 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031642 and R031640; and commonly known as 500 Heritage Grove Road, Leander, Williamson County, Texas. No one spoke in favor. The following individuals spoke in opposition Alan Bautista, 2004 Alexander Oaks; Scott Felton, 2021 Alexander Oaks; Ganesh Chiluvuru, 1820 Stringer Pass; Robert Langer, 206 Amandas Way; Adrienne Sharp, 204 Amandas Way; Norina Miszori, 716 Madalin Rue Court; and Karoly Holczhauser, 716 Madalin Rue Court. Submitting comments in opposition via the website Narasimhareddy Somu, 1820 Stringer Pass; Neel Desai, 704 Jud Allen Way; Vinay Kumar Chenna, 1816 Stringer Pass; Chris Schwendenmann, 616 Emma Rose Trail; and Yogesh Patel, 1920 Stringer Pass. Submitting via the website only their position of opposition be read into the record Leslie Bautista, 2004 Alexander Drive; Anthony Barnett, 1824 Stringer Pass; Cynthia D. Roberts, 1504 Lotus Flower Loop; Benjamin Friedrich, 1928 Tigs Trail; Mihir Doshi, 1929 Stringer Pass; Ankita Domadia, 1929 Stringer Pass; Venkata Katikam, 1828 Tigs Trail; and Venu Singarapu, 1921 Stringer Pass. The Public Hearing closed at 10:07 p.m.

- Discuss and consider action regarding Zoning Case 22-Z-012 as described above.

Motion by Mayor Pro Tem Becki Ross, Seconded by Councilmember Chris Czernek to approve Zoning Case 22-Z-012 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 500 Heritage Grove Road PUD (Planned Unit Development) with the base zoning district of HC-4-D (Heavy Commercial) on two parcels of land approximately 44.385 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031642 and R031640; and commonly known as 500 Heritage Grove Road, Leander, Williamson County, Texas with the developer changes.

Vote: 7 - 0

19. Mayor Christine opened a Public Hearing at 10:21 p.m. regarding Sullivan Tract Annexation Case 21-A-007 regarding the voluntary annexation of 308 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R356046, R022922, R022921, and R022741; and generally located to the west of the intersection of Oak Creek Road and N. Bagdad Road, Leander, Williamson County, Texas. No one spoke in favor or opposition. The Public Hearing closed at 10:21 p.m.

- Discuss and consider action regarding Sullivan Tract Annexation Case 21-A-007 as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve Sullivan Tract Annexation Case 21-A-007 regarding the voluntary annexation of 308 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R356046, R022922, R022921, and R022741; and generally located to the west of the intersection of Oak Creek Road and N. Bagdad Road, Leander, Williamson County, Texas with changes of second reading.

Vote: 7 - 0

20. Conduct a Public Hearing regarding Zoning Case 22-Z-017 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to SFC-2-B (Single-Family Compact) and SFT-2-B (Single-Family Townhouse) on one parcel of land approximately 37.02 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031560; and more commonly known as 800 CR 177, Leander, Williamson County, Texas. **[Withdrawn by applicant]**

21. Mayor Christine opened a Public Hearing at 10:33 p.m. regarding the issuance of the City of Leander, Texas Special Assessment Revenue Bonds, Series 2022 (Deerbrooke Public Improvement District Northern Improvement Area / Major Improvement Project). No one spoke in favor or opposition. The Public Hearing closed at 10:33 p.m.

- Discuss and consider action on an ordinance authorizing the issuance of the City of Leander, Texas Special Assessment Revenue Bonds, Series 2022 (Deerbrooke Public Improvement District Northern Improvement Area / Major Improvement Project); approving and authorizing an Amended and Restated Indenture of Trust, a Bond Purchase Agreement, an Official Statement, a Continuing Disclosure Agreement, and other agreements and documents in connection therewith; making findings with respect to the issuance of such Bonds; providing an effective date; and accepting and approving an Update to the Service and Assessment Plan and updated Northern Improvement Area Assessment Roll.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Mayor Christine DeLisle to approve an ordinance authorizing the issuance of the City of Leander, Texas Special Assessment Revenue Bonds, Series 2022 (Deerbrooke Public Improvement District Northern Improvement Area / Major Improvement Project); approving and authorizing an Amended and Restated Indenture of Trust, a Bond Purchase Agreement, an Official Statement, a Continuing Disclosure Agreement, and other agreements and documents in connection therewith; making findings with respect to the issuance of such Bonds; providing an effective date; and accepting and approving an Update to the Service and Assessment Plan and updated Northern Improvement Area Assessment Roll, following a discussion.

Vote: 7 - 0

22. Mayor Christine opened a Public Hearing at 10:36 p.m. regarding the issuance of the City of Leander, Texas Special Assessment Revenue Bonds, Series 2022 (Deerbrooke Public Improvement District Northern Improvement Area / Neighborhood Improvement Project). No one spoke in favor or opposition. The Public Hearing closed at 10:36 p.m.

- Discuss and consider action on an ordinance authorizing the issuance of the City of Leander, Texas Special Assessment Revenue Bonds, Series 2022 (Deerbrooke Public Improvement District Northern Improvement Area / Neighborhood Improvement Project); approving and authorizing an Indenture of Trust, a Bond Purchase Agreement, an Official Statement, a Continuing Disclosure Agreement, and other agreements and documents in connection therewith; making findings with respect to the issuance of such Bonds; providing an effective date; and accepting and approving an Update to the Service and Assessment Plan and updated Northern Improvement Area Assessment Roll.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve an ordinance authorizing the issuance of the City of Leander, Texas Special Assessment Revenue Bonds, Series 2022 (Deerbrooke Public Improvement District Northern Improvement Area / Neighborhood Improvement Project); approving and authorizing an Indenture of Trust, a Bond Purchase Agreement, an Official Statement, a Continuing Disclosure Agreement, and other agreements and documents in connection therewith; making findings with respect to the issuance of such Bonds; providing an effective date; and accepting and approving an Update to the Service and Assessment Plan and updated Northern Improvement Area Assessment Roll.

Vote: 7 - 0

REGULAR AGENDA

23. Discuss and consider action on a Resolution authorizing redemption of City of Leander, Texas Special Assessment Revenue Bonds, Series 2017 (Deerbrooke Public Improvement District Northern Improvement Area / Major Improvement Project); and authorizing and approving other matters related thereto.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve a Resolution authorizing redemption of City of Leander, Texas Special Assessment Revenue Bonds, Series 2017 (Deerbrooke Public Improvement District Northern Improvement Area / Major Improvement Project); and authorizing and approving other matters related thereto.

Vote: 7 - 0

24. Discuss and consider action regarding Subdivision Case 21-PP-013 to approve the Leander Estates Preliminary Plat on three (3) parcels of land approximately 210.6 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R560185 and R560184; and Travis Central Appraisal District Parcel 905245; generally located at the north-west corner of CR 280 and the future extension of Lakeline Boulevard, Leander, Williamson and Travis Counties, Texas.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve Subdivision Case 21-PP-013 to approve the Leander Estates Preliminary Plat on three (3) parcels of land approximately 210.6 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R560185 and R560184; and Travis Central Appraisal District Parcel 905245; generally located at the north-west corner of CR 280 and the future extension of Lakeline Boulevard, Leander, Williamson and Travis Counties, Texas.

Vote: 7 - 0

25. Discuss and consider action on authorizing the BCRUA President to award the New Hope Drive 72-Inch Water Main Trench Settlement Mitigation Construction Contract to Austin Underground, Inc.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalion-Parker to approve authorizing the BCRUA President to award the New Hope Drive 72-Inch Water Main Trench Settlement Mitigation Construction Contract to Austin Underground, Inc.

Vote: 7 - 0

26. Discuss and consider action on Lakewood Park Sculpture Trail art pieces as recommended by the Leander Public Art Commission and the Parks and Recreation Department.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Chris Czernek to approve Lakewood Park Sculpture Trail art pieces as recommended by the Leander Public Art Commission and the Parks and Recreation Department.

Vote: 7 - 0

27. Discuss and consider the selection of Mayor Pro Tem for 2022-2023.

Motion by Mayor Christine DeLisle, Seconded by Mayor Pro Tem Becki Ross to appoint Councilmember Thompson as Mayor Pro Tem for 2022-2023.

Vote: 7 - 0

28. Council Member Closing Statements.

Esme Mattke Longoria - wished Jason Shaw luck on his future endeavors; and congratulated Councilmember McDonald and Councilmember Czernek on being elected and re-elected to the city council; and Councilmember Thompson on being selected Mayor Pro Tem.

Chris Czernek - welcomed the Team and thanked the voters for electing him for another 3 years.

Becki Ross - thanked the Parks and Recreation Department for all their hard work and giving everyone a wonderful 4th of July event.

Christine DeLisle - stated dinner was provided by Smokey Mo's; thanked Parks and Recreation, Police and Fire for a wonderful Liberty Fest event; congratulated Councilmember Thompson on being selected Mayor Pro Tem; and welcomed Councilmember McDonald.

29. Convened into Executive Session at 10:55 p.m. pursuant to:

(1) Section 551.072 and 551.087, Texas Government Code, Deliberate the purchase, exchange, lease, or value of real property and deliberate proposed economic development incentives for one (1) or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting development negotiations; and

(2) Section 551.071, Texas Government Code, and Rule 1.05, Texas Rules of Professional Conduct, to consult with legal counsel regarding BCRUA contracts, water service agreements and management of water usage.

- Reconvened into open session at 12:23 a.m. to take action as deemed appropriate in the City Council's discretion regarding:

- (1) one (1) or more business prospects; and
- (2) BCRUA contracts, water service agreements and management of water usage.

(Item 1) No action.

(Item 2) No action.

30. Adjourned at 12:23 a.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

ITEM 18 COMMENTS FOR THE OFFICIAL RECORD

Full Name	Do you live within Leander city limits?	Home Address	My comments apply to the following meeting date	My agenda item or case number	My position on the above agenda item or case	My comments (optional)
Narasimhareddy Somu	Yes	1828 Stringer Pass, Leander TX 78641	7/7/2022	22-Z-012	I am AGAINST this item.	I would like oppose to build heavy commercial.
Neel Desai	Yes	704 Jud Allen Way	7/6/2022	22-Z-012	I am AGAINST this item.	community would like my below listed comments/concerns to be considered, - Having heavy commercial next to residential community is increasing the chances of life threat from accident with any resident and Mainly kids. - Access to Heritage Grove road and West Broade street and Leaving Jud Allen way open (with no access condition) does not ensure the safety of neighboring community residents. - Having said that the heavy commercial vehicle will not access to Jud Allen way or Heritage Grove road or West Broade street and bypassing the traffic by giving new route from behind the Gold bureau does not ensure the safety/access limits to this above mentioned roads. - Having heavy commercial right next to residential community also raise the concerns of noise distribution from industrial functions along with heavy vehicles moments. - I'm not completely against commercial. But I would be happy to have something like US Gold Bureau. This is my individual acceptance. This point does not represent the acceptance of any kind of group of people.
Vinay Kumar Chenna	Yes	1816 Stringer Pass, Leander TX 78641	7/7/2022	22-Z-012	I am AGAINST this item.	Community with family and kids believe that there is no need for this proposed zoning change. The future development needs to be consistent with the surrounding neighborhood. We would like to know what is going to be developed there? Once that is confirmed we can make an appropriate decision. We would be okay with any development which can be residential - the neighborhood was originally zoned for, WE are against HEAVY COMMERCIAL.
Chris Schwendenman	Yes	616 Emma Rose Trail	7/7/2022	Zoning Ca	I am AGAINST this item.	This location is not suitable for heavy commercial. Please reject this zoning request.
Venu Singarapu	Yes	1921 Stringer Pass, Leander, TX, 78641	7/7/2022	22-Z-012	I am AGAINST this item.	Hi, My name is Venu Singarapu from 1921 Stringer Pass, Haven Oaks Community. This land is quite apposite side to my home and I am strongly against this. Having a heavy commercial zone surrounded by residential is not at all safe. Heavy Commercial zone has very high impact on single family homes in the aspects such as kids safety, noise pollution, air pollution, traffic, safety, privacy, security, etc... For above reasons, I am strongly against to this item.
Yogesh Patel	Yes	1920 Stringer Pass	7/7/2022	22-Z-012	I am AGAINST this item.	I'm against PUD and zoned heavy commercial with many reasons severely impact residents and the resultant heavy traffic and noise pollution will affect nearby schools and safety of children's.



EXECUTIVE SUMMARY
07/21/2022

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for Travisso Phase 3 Section 5, Phase 4 Sections 1, 2 and 3 reclaimed water irrigation and landscape improvements, and Alta Leander Station.

BACKGROUND:

The public infrastructure improvements required for the improvements for Travisso Phase 3 Section 5, Phase 4 Sections 1, 2 and 3 reclaimed water irrigation and landscape improvements, and Alta Leander Station have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of these subdivisions have been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond.

The Maintenance Bond will commence its two-year term upon City Council acceptance, as anticipated, on July 21, 2022 which will provide warranty and maintenance coverage for the public infrastructure improvements through July 21, 2024. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

RECOMMENDATION:

Staff recommends City Council's formal acceptance of the infrastructure improvements for the above projects.

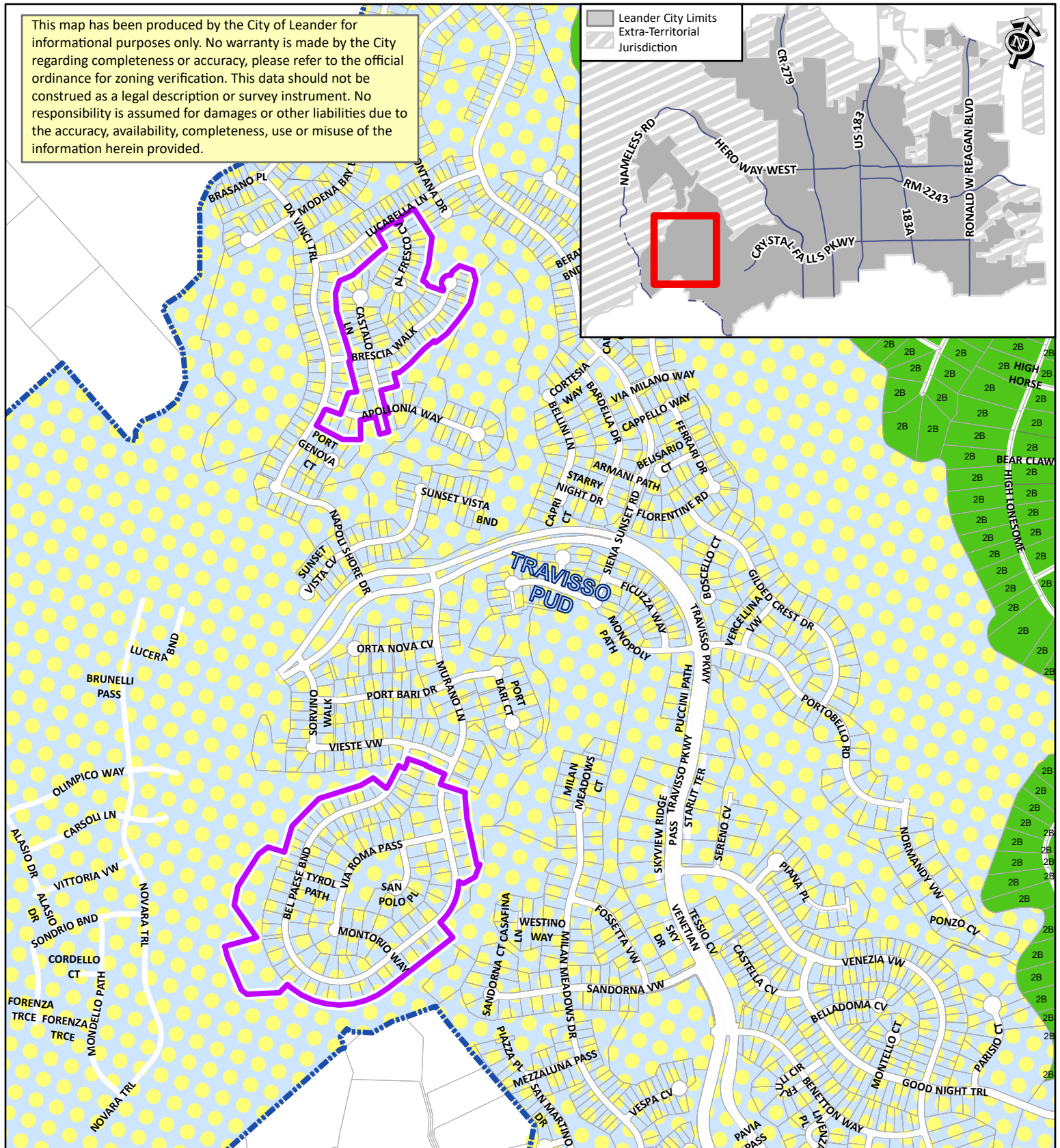
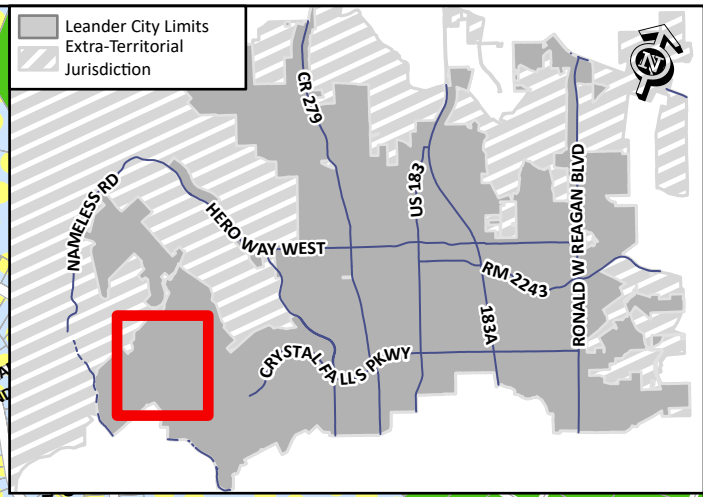
PRESENTER:

Ross E. Blackketter, P.E., City Engineer

Attachments

1. Acceptance Docs - Travisso Ph 3 Sec 5 & Ph 4 Sec 1-3 RWI & LS
2. Acceptance Docs - Alta Leander Station

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.



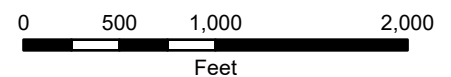
SUBDIVISION ACCEPTANCE

Location Map: Travisso Ph. 3 Sec. 5 & Ph. 4 Sec. 1, 2 & 3 - 20-PICP-007



- City Limits
- Acceptance Area
- TCAD

- RESIDENTIAL
- SFR - Single-Family Rural
- PUD LAND USE
- PUD - Single-Family



May 26, 2022

Ross E. Blacketter, P.E.
City of Leander Engineer
P.O. Box 319
Leander, TX 78646

RE: Travisso Phase 3, Section 5 & Phase 4, Sections 1, 2 & 3 Reclaimed Water Irrigation and
Landscaping Improvements
App. No.: 20-PICP-007
Engineer's Concurrence – Substantial Completion

Dear Mr. Blacketter:

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

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

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

Michael Fisher, P.E.
Senior Vice President



H:\Projects\508\92\26\301 Construction Documents\Documents\Plan Processing\City\Closeout\Engineer's Concurrence\TR PH 3 SEC 5 & PH 4 SEC 1-3 IRR -
ENGINEERS CONCURRENCE.docx

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS

§

Bnd #1001010298

COUNTY OF TRAVIS

§

KNOW ALL BY THESE PRESENTS, that Landart America, LLC
as Principal, whose address is 13306 Wright Road, Buda, TX 78610 and
American Contractors Indemnity Company dba Texas Bonding Company a Corporation organized under the
laws of the State of CA, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Four Hundred Eighty-Two Thousand Six Hundred Fifty-Six And 23/100 Dollars
(\$482,656.23) to which payment will and truly to be made we do bind ourselves, our and each of
our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these
presents.

WHEREAS, the said Principal has constructed Travisso Phase 3, Section 5 & Phase 4
Sections 1, 2 & 3 Reclaim Water Irrigation & Landscaping Improvements (20-PICP-007) (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.

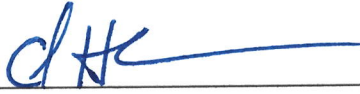
The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where 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 25th day of April, 2022.

Landart America, LLC
Principal

By: 

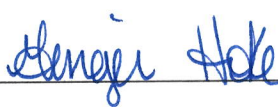
Title: OWNER

Address: 13306 Wright Road

Buda, TX 78610

American Contractors Indemnity Company
dba Texas Bonding Company

Surety

By: 

Title: Ginger Hoke, Attorney-In-Fact

Address: 801 S. Figueroa Street, Suite 700

Los Angeles, CA 90017

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

Ginger Hoke, 12712 Park Central Dr., #100, Dallas, TX 75251

(Seal)



TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Mark DeWitt, Donald G. Stitts or Ginger Hoke of Dallas, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** Ten Million and 00/100 ***** Dollars (** \$10,000,000.00 **). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

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

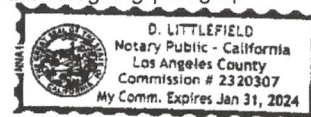
On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 25 day of April, 2022.

Corporate Seals

Bond No.

1001010298

Agency No.

17077 - PDF POA



Kio Lo, Assistant Secretary

HCCSMANPOA09/2021

visit tmhcc.com/surety for more information

May 26, 2022

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

RE: Travisso Phase 3, Section 5 & Phase 4, Sections 1, 2 & 3 Reclaim Water Irrigation and
Landscaping Improvements
App. No.: 20-PICP-007
Final Cost Certification

Dear Mr. Dhakal:

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

Final Plat Legal Name as Recorded: Travisso Phase 3, Section 5, & Travisso Phase 4, Sections 1, 2, & 3.

Name on Approved Construction Documents: Travisso, Phase 3, Section 5 & Phase 4, Sections 1, 2 & 3
Reclaim Water Irrigation and Landscaping Improvements.

Name on Bank Bond for Fiscal Posting: Travisso, Phase 3, Section 5 & Phase 4, Sections 1, 2 & 3 Reclaim
Water Irrigation and Landscaping Improvements (20-PICP-007).

Reclaimed Irrigation Improvements:	\$190,081.66
TOTAL:	\$190,081.66

MAINTENANCE BOND

Total Improvements	\$190,081.66
Maintenance Bond (10%)	\$19,008.17

INSPECTION FEES

Total Cost of Improvements	\$190,081.66
3.5% Inspection Fees Owed to City	\$6,652.86
Inspection Fees Paid at Submittal	\$6,125.00
Inspection Fees Owed to City	\$527.86

ENGINEER'S CONTACT INFORMATION

Michael Fisher, P.E.

Pape-Dawson Engineers

10801 N. Mopac Expressway. Building 3, Suite 200

Austin, TX 78759

mfisher@pape-dawson.com

(512) 454-8711

Please call if you have any questions.

Sincerely,

Pape-Dawson Engineers, Inc.

Texas Board of Professional Engineers, Firm Registration # 470



Michael Fisher, P.E.

Senior Vice President

H:\Projects\508\92\26\301 Construction Documents\Documents\Plan Processing\City\Closeout\Maintenance Bond\TR PH 3 SECT 5 & PH 4 SECT 1 2 & 3 IRR COST SUMMARY LETTER.docx

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

STATE OF TEXAS
COUNTY OF TRAVIS

Date: May 24th, 2022

Developer: Travisso, Ltd.

Contractor/Material
Provider ("Affiant"): Landart America, LLC.

Project : Travisso Phase 3, Section 5 & Phase 4, Sections 1, 2 & 3 Reclaim Water Irrigation
and Landscaping Improvements
20-PICP-007

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 24th day of May, 2022.

Initialed: 

AFFIANT:

Signature: _____



Typed Name: _____

Chet Demore

Title: _____

Director of Commercial Operations

STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME the undersigned authority on this day personally appeared Chet Demore, 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 24th day of May, 2022.

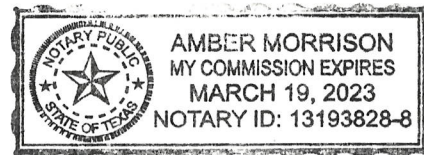
[S E A L]

Notary in and for the State of Texas

Name: _____



My commission expires: March 19th, 2023

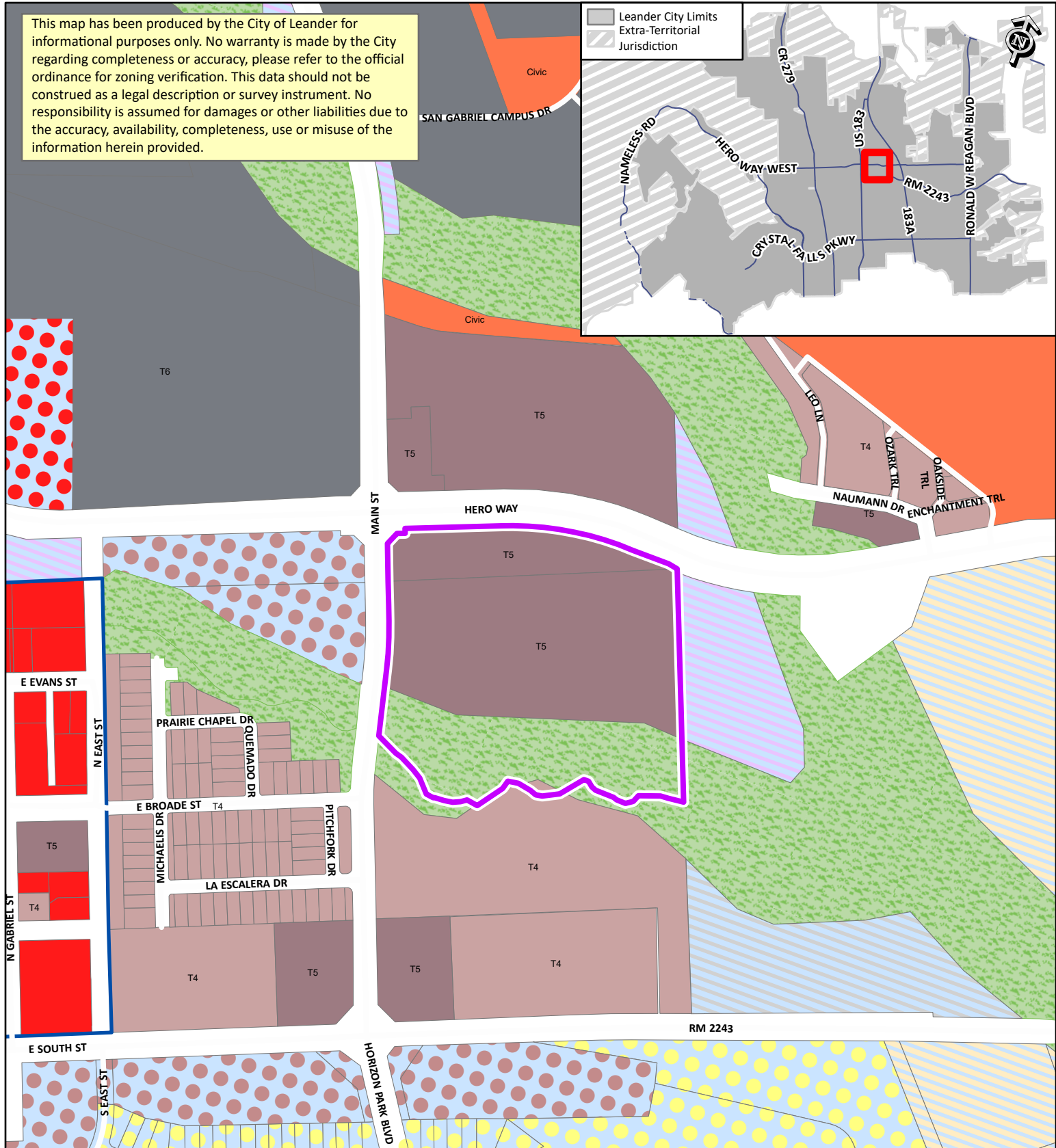
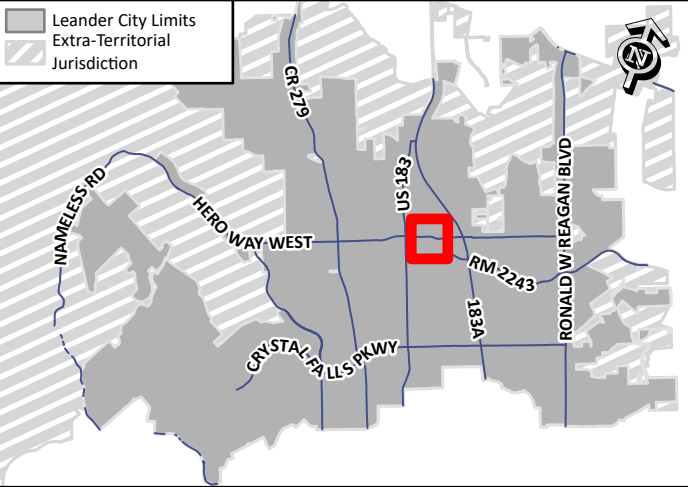


Initialed: _____



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.

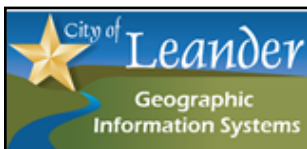
Leander City Limits
Extra-Territorial
Jurisdiction



SUBDIVISION ACCEPTANCE

Alta Leander Station 20-TOD-PICP-025

- Accepted Subdivision
- Original Town of Leander



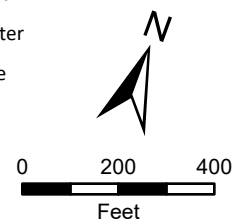
RETAIL / COMMERCIAL

- GC - General Commercial
- PUD LAND USE
- PUD - Single-Family
- PUD - Local Commercial
- PUD - General Commercial

SECTORS

- OS - Open Space
- CD - Conventional Sector
- S1 - General Sector
- S2 - Station Sector
- TRANSECTS
- Civic Building

- T4 - Genral Urban
- T5 - Urban Center
- T6 - Urban Core





30194487.00

May 24, 2022

City of Leander
201 N Brushy St
Leander, TX 78641

RE: Engineer's Concurrence Letter
Public Utility Leander Station - ALTA
1681 Hero Way
Leander, Williamson County, Texas 78641
Case No. **20-TOD-PICP-025**

To Whom It May Concern:

On May 12, 2022, a representative from my firm made a final visual inspection of the above referenced project. I, Joel Blok, the undersigned professional engineer (No. 123800), have also visited the site during construction to monitor progress. The project consists of *offsite* utility improvements, utility backfilling, and driveway and sidewalk improvements associated with the new construction at the **ALTA Leander Station** project addressed above.

Exceptions to the list include the TXDOT approved handrail for the offsite parkland trail/public sidewalk.

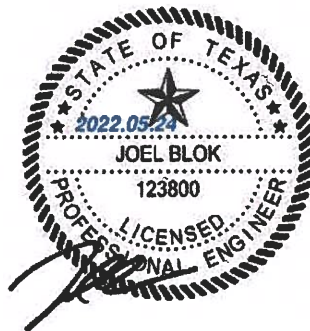
Please accept this Engineer's Letter of Concurrence as my statement that the contractor has constructed all improvements in general compliance with the approved construction documents with insignificant deviation; to best of my knowledge, all work has been performed according to City of Leander standard specifications using materials and appurtenances from the City of Leander/Austin Standard Products List.

I trust that this letter is sufficient for its intended purpose of conveying to your office that the above referenced project has been sufficiently completed. Should you have any questions, please don't hesitate to contact our office.

Sincerely,

WGI
Texas Engineering Firm No. F-15085

Joel Blok, P.E.
Market Leader – Civil Operations





Access Design Consultants

Design | Consultation | Plan Review | Inspections

ATTN:

City of Leander
201 N Brushy St
Leander, TX 78641

06/29/2022

RE:

Public trail along the southern border
ALTA Leander Station Phase I
348 Main St
Leander, TX 7864

Building Permit: 20-TOD-PICP-025 ALTA
LEANDER STATION

Accessibility Concurrence Letter

To whom it may concern,

On June 23, 2022, I inspected the public trail constructed along the southern border of the ALTA Leander Station development and found that it fully complied with the Texas Accessibility Standards (TAS) and all other applicable accessibility standards. I, Spencer Cook, the undersigned Registered Accessibility Specialist #1524, verify the adequate completion of the sidewalk.

Exceptions include the handrails that will be installed along the trail.

If you have any questions, please don't hesitate to contact me.

Sincerely,

Spencer Cook

A handwritten signature in black ink, appearing to read 'Spencer', written over a horizontal line.

Registered Accessibility Specialist #1524
spencer@accessdesignconsultants.com
(361) 537-7051



Access Design Consultants

Design | Consultation | Plan Review | Inspections

ATTN: City of Leander 07/07/2022
201 N Brushy St
Leander, TX 78641

RE: Sidewalk along Hero Way
ALTA Leander Station Phase I
348 Main St
Leander, TX 7864

Building Permit: 20-TOD-PICP-025

Accessibility Concurrence Letter

To whom it may concern,

On June 23, 2022, I inspected the sidewalk constructed in the right of way along Hero Way and found that it fully complied with the Texas Accessibility Standards (TAS) and all other applicable accessibility standards. I, Spencer Cook, the undersigned Registered Accessibility Specialist #1524, verify the adequate completion of the sidewalk.

If you have any questions, please don't hesitate to contact me.

Sincerely,

Spencer Cook

A handwritten signature in black ink, appearing to read 'Spencer', written over a horizontal line.

Registered Accessibility Specialist #1524
spencer@accessdesignconsultants.com
(361) 537-7051

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Leander Station Builders, LLC, dba Wood Partners as Principal, whose address is 4401 West Gate Blvd., Ste. 308, Austin, TX 78745 and Harco National Insurance Company a Corporation organized under the laws of the State of Illinois, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Fifty-Four Thousand Five Hundred Fifty-Two and 04/100 Dollars (\$ 54,552.04) 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 Public Improvements along Hero Way and the public Parkland Trail on the south side of the property 20-TOD-PICP-025 (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 8th day of July, 2022.

See attached signature page
Principal

Harco National Insurance Company
Surety

By: See attached signature page

By: Yatasha W. Davis

Title: See attached signature page

Title: Attorney-In-Fact

Address: 3715 Northside Pkwy. NW

Address: 4200 Six Forks Rd., Suite 1400

Suite 4-600

Raleigh, NC 27609

Atlanta, GA 30327

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

Nicole Evans

16000 N. Dallas Parkway, Suite 850 Dallas, TX 75248

(Seal)



Leander Station Builders, LLC, a
Delaware limited liability company

By: WP Texas Builders, LLC, a Delaware
limited liability company, its manager

By: Bart Barnett
Name: Bart Barnett
Its: Vice President

POWER OF ATTORNEY

Bond # 0821828

HARCO NATIONAL INSURANCE COMPANY

INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

NATASHE A. DAVIS, MARGARET A. GINEM

Tampa, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2021



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley, a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 08, 2022

A02772

Irene Martins, Assistant Secretary



July 11, 2022

30193924.01

Sarvesh Dhakal, P.E., CFM
City of Leander
Pat Bryson Municipal Hall
201 N. Brushy Street
Leander, Texas 78641

Attn. Mr. Dhakal,

The following is the information as applicable for PICP (20-TOD-PICP-025) of this project.

Final Plat Legal Name as Recorded: ALTA Leander Station

Name on Approved Construction Documents: ALTA Leander Station

Name on Bank Bond for Fiscal Posting: Harco National Insurance Company

COSTS CATEGORIES	AMOUNT
Streets	\$146,830.00
Drainage	\$8,500.00
Water	\$262,991.00
Wastewater	\$88,849.00
Streetlights	\$8,350.40
Landscape Improvements	\$30,000.00
TOTAL	\$545,520.40

Total Improvements = \$545,520.40
Maintenance Bond (10%) = **\$54,552.04**

Total Improvements = \$545,520.40
Currently Paid Inspection Fees = \$37,521.54
Inspection Fees (3.5%) = \$19,093.22
Overpaid Insp. Fees to be returned
for credit = (\$18,428.32)

I trust that this letter is sufficient for its intended purpose of conveying to your office that the above referenced portions of the project have been sufficiently completed with a final contract amount for preparation of a maintenance bond. Should you have any questions, please don't hesitate to contact our office at 512-669-5560, or email me at Ian.Williams@WGInc.com.

Sincerely,

WGI

Texas Engineering Firm No. F-15085



Ian Williams, P.E.
Engineer



20540 Hwy 46 W. Ste 115-434 Spring Branch, Texas 78070 | Office: 210-827-8867 |

Cost and Quantities for ROW Approach and Sidewalks					
Wood Partners - Project – Alta Leander Station, 348 Main Street, Leander, TX 78641 SP-20-TOD-PICP-025 Attn: Ray Wilgeroth					
ITEM	Description	Quantity	Unit	Price	
City Sidewalks	4.5" thick city sidewalks	4,969 sf	\$5.36	\$26,603.00	
Trail w/ bridge	4.5" thick trail	11,568 sf	\$8.36	\$96,676.00	
Cast in Place Culvert	12" Culvert	6 ea	\$1,417	\$8,500.00	
Approach	7" thick concrete approach	1,289 sf	\$8.55	\$11,021.00	
Approach	7" thick concrete approach	915 sf	\$8.55	\$7,823.00	
Approach	7" thick concrete approach	552 sf	\$8.55	\$4,707.00	
Total				\$155,330.00	
Prepared by:	G2 Concrete LLC				
	<i>Alex Broyles, 06/27/2022</i>				
	Alex Broyles				
	Member				
	210-219-9196				
	alex@g2concrete.com				

20540 Highway 46 West Suite 115-PMB434
Spring Branch, TX 78070

alex@g2concrete.com
(210) 219-9196 or 210-827-8867



4401 E. Hwy 29 Burnet, TX 78611 / 512-756-5012 (phone) / 512-756-5015 (fax) / tristar.bb@gmail.com

Final Cost & Quantities

Alta Leander Station
Hero Way & Mel Mathis Ave.
Leander, TX

28-Jun-22

PUBLIC WATER OFFSITE

12" C-900 DR-14	835 lf	
8" C-900 DR-14	920 lf	
24" Casing	90 lf	
Cut Steel Casing As Needed	1 ls	
Tie 12" to Existing Stub	1 ls	
12" Cut In Tee	1 ea	
Fittings	1 ls	
12" x 2" ARV	1 ea	
12" x 2" Blowoff Assem.	1 ea	
12" Gate Valve w/ Box	3 ea	
8" Gate Valve w/ Box	2 ea	
6" Gate Valve w/ Box	6 ea	
Std. Fire Hydrant	6 ea	
Sidewalk Repair	1 ls	
		\$226,505.00

PUBLIC WATER

8" DI Class-350	30 lf	
8" FIRE Demand Meter w/ Vault	1 ea	
1.5" IRR Meter w/ Box	1 ea	
		\$36,486.00

PUBLIC SANITARY SEWER

8" SDR-26	995 lf	
6" SDR-26	15 lf	
Place Std. MH on Exist. Line	1 ea	
Std. 4' Dia. MH	6 ea	
		\$88,849.00

Total Amount: \$351,840.00

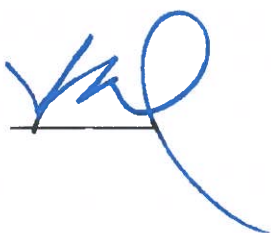
Submitted By: **Barrett Branon**
Tri Star Utilities, Inc.

**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**STATE OF TEXAS
COUNTY OFDate: JULY 1ST 2022Developer: CG/WOOD ALTA LEANDER STATION, LLCContractor/Material
Provider ("Affiant"): LEANDER STATION BUILDERS, LLCProject: ALTA LEANDER STATION

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 1ST day of JULY, 2022Initialed: 

AFFIANT:

Signature: _____

Typed Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME the undersigned authority on this day personally appeared RAYMOND WILGEROTH, 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 1st day of July, 2022

[S E A L]



Notary in and for the State of Texas

Name: Elizette Tirk

My commission expires: 06/26/2026

Initialed: _____



EXECUTIVE SUMMARY
07/21/2022

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding the Gabriel Tract Annexation Case 22-A-002 regarding the voluntary annexation of 17.821 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R500871; and generally located to the west of the western terminus of Gabriels Horn Road, west of the intersection of Ronald W Reagan Blvd and Gabriels Horn Road, Leander, Williamson County, Texas.

BACKGROUND:

A resolution was approved on June 2, 2022 that commenced the voluntary annexation of 17.821 acres $\pm$ as described above. The resolution sets the public hearing for July 7, 2022 and the readings of the ordinance for July 7, 2022 and July 21, 2022.

This property will be dedicated to the City as part of the Gabriel's Horn ROW extension associated with the adjacent commercial development.

HISTORY/TIMELINE:

06/02/2022 Resolution approved setting the annexation schedule
07/07/2022 City Council, 1st Public Hearing

APPLICANT/AGENT:

DB Land Consulting, LLC (Diane Bernal) on behalf of Reagan Gabriels Real Estate, LLC (Samir Maredia)

PRESENTER:

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

Attachments

1. Resolution
2. Location Exhibit
3. Annexation Schedule
4. Petition
5. Ordinance

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 17.821 ACRES, MORE OR LESS AND LESS AND EXCEPT ANY PROPERTY ALREADY ANNEXED INTO THE CITY OF LEANDER OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owners of certain property located within Williamson County, Texas, have petitioned the City of Leander, Texas, (herein the “City”), a home-rule City, for annexation of said property, more particularly described herein (the “subject property”), into the City limits;

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

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 of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City, and the draft service plan shown in **Exhibit “B”**, are hereby accepted:

Being all that certain tract or parcel of land containing 17.821 acres, more or less, situated in Henry Garmes Survey, Abstract No. 269, and the Greenleaf Fisk Survey, Abstract No. 5, Williamson County, Texas, said tract being more particularly described by metes and bounds shown on **Exhibit “A”** attached hereto and made a part hereof, less and except any property already annexed into the City of Leander.

A public hearing has been set for the date of the **7th day of July, 2022**. 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 “A”** 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 _____, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit “A”

SUBJECT PROPERTY DESCRIPTION

+/- 17.821 ACRES

LESS AND EXCEPT PROPERTY ALREADY ANNEXED BY THE CITY OF LEANDER

Exhibit “B”

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 _____, (“Landowner”), both of which 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 fully hereinafter and attached hereto (the “subject property”);

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;

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;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the “Effective Date”).

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

WHEREAS, 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;

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 Landowner or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

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

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

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

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject's 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:

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

(B) Routine maintenance as presently performed by the City.

(ii) 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:

(A) As provided in C(i)(A)&(B) above;

(B) 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;

(C) 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

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

(iii) 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.

/SIGNATURE PAGE FOLLOWS/

EXECUTED and AGREED to by the Parties this the ____ day of _____, 20__.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Richard B. Beverlin, III, City Manager

LANDOWNER(S):

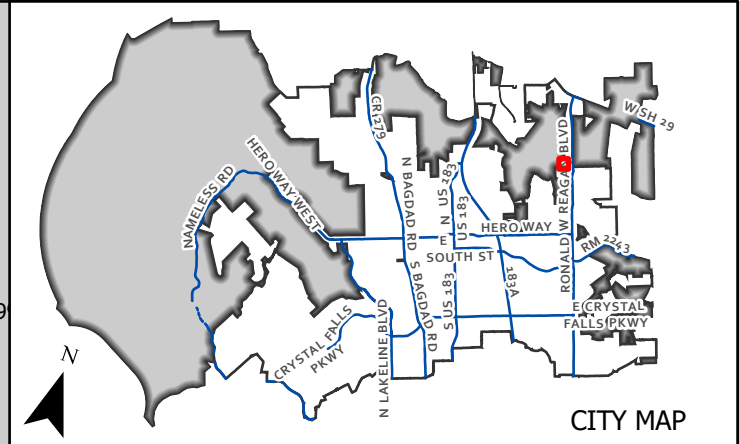
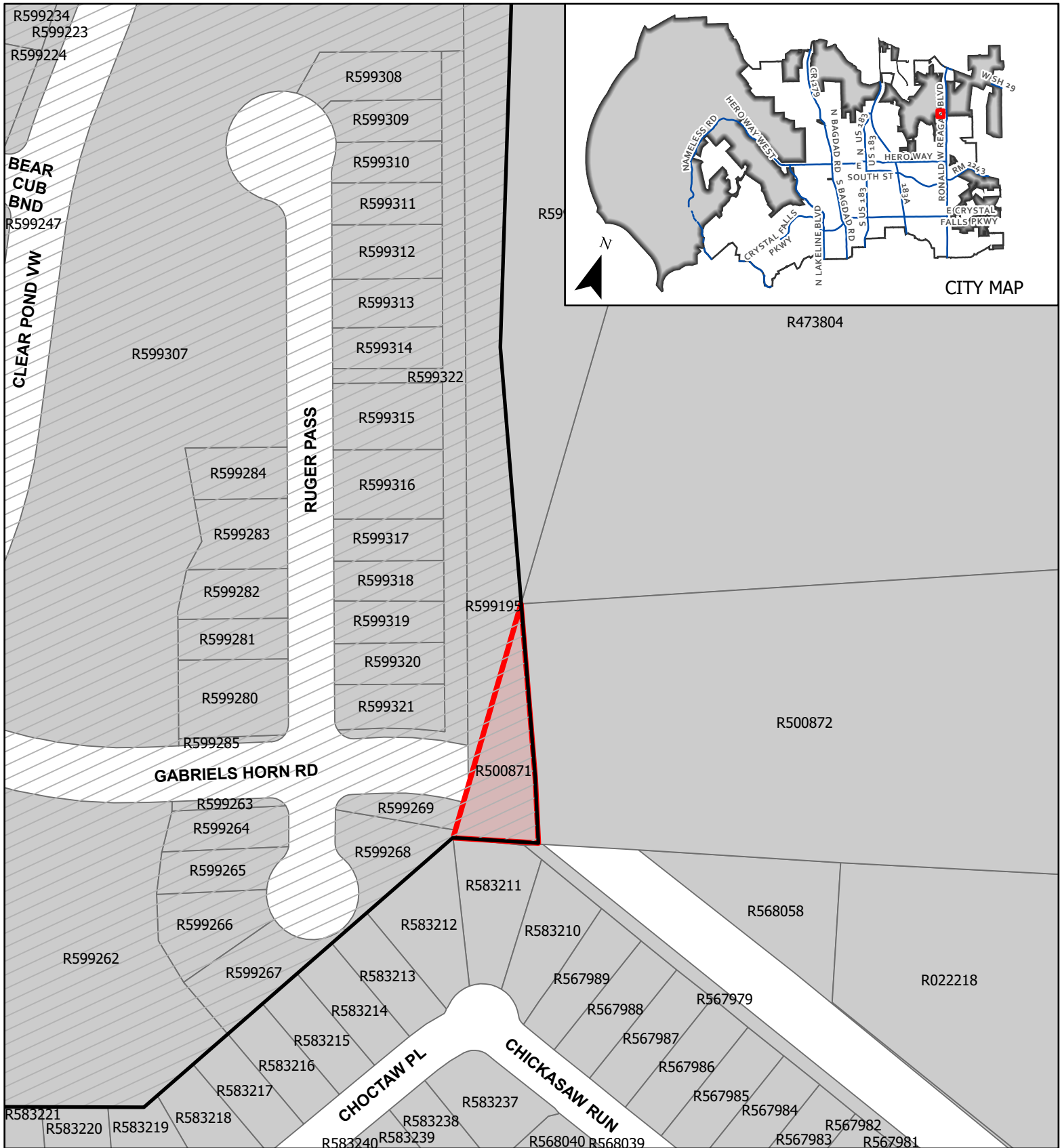
By: _____
Name (print): _____
Title: _____
Date: _____

By: _____
Name (print): _____
Title: _____
Date: _____

Subject Property Description

+/- 17.821 ACRES

LESS AND EXCEPT PROPERTY ALREADY ANNEXED BY THE CITY OF LEANDER



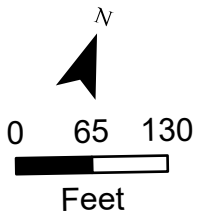
CASE: 22-A-002

ATTACHMENT 2

GABRIEL'S HORN
ANNEXATION

Site Location

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.



- Subject Area
- Leander City Limits
- ETJ

**Schedule for Voluntary Annexation
Gabriel's Horn 17.821 Acres**

DATE	ACTION/EVENT	LEGAL AUTHORITY
Thursday, June 2, 2022* Tuesday, May 24, 2022 – Council packet deadline	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - AND SETS A PUBLIC HEARING FOR July, 7, 2022.	Loc. Gov't Code, §43.0671
Thursday, June 23, 2022 * Publish notice of Public Hearing. & Send notice to school district and to each public entity. [Noon Friday, June 17, Noon – Deadline to send notice to paper]	NEWSPAPER NOTICE RE: PUBLIC HEARING; (Certified Notice to Railroad - if railroad company's right-of-way is in the area proposed for annexation.) POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE. SCHOOL DISTRICT NOTICE. Notify each school district of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u> PUBLIC ENTITY NOTICES. Notify each public entity__that is located in or provides services to the area proposed for annexation. Public Entity includes: a county (Williamson), a fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district (MUD, WCID, or other district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution) - of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u>	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673 Loc. Gov't Code, §§43.905 & 43.9051 ; <u>send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing.</u>
Thursday, July 7, 2022 *	PUBLIC HEARING – REGULAR MEETING	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.0673
Thursday, July 7, 2022 * Wednesday, June 29, 2022 – Council packet deadline	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Loc. Gov't Code, §43.0673
Thursday, July 21, 2022 Or at a special called meeting after the First Reading; Or within 90 days of First Reading. Wednesday, July 13, 2022 – Council packet deadline	SECOND & FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	Williamson County ESD No. 5 : Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable.

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

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

WHEREAS, the undersigned is the owner of a certain area of land located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the “subject property”);

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;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

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;

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 “B” and is incorporated herein for all purposes; 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, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City, and further described as follows:

Being all that certain tract or parcel of land containing 17.821 acres, more or less, situated in Henry Garmes Survey, Abstract No. 269, and the Greenleaf Fisk Survey, Abstract No. 5, Williamson County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit “A” attached hereto and made a part hereof.

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 "B".

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

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

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

Petitioners:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

(SEAL)

Notary Public - State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

(SEAL)

Notary Public - State of Texas

Exhibit “A”

DESCRIPTION OF THE SUBJECT PROPERTY

+/- 17.821 acres

STATE OF TEXAS
COUNTY OF WILLIAMSON

Exhibit A

DECEMBER 7, 2021

17.821 ACRE

These notes describe that certain tract of land located in the **HENRY GARMES SURVEY, ABSTRACT NO. 269**, situated in Williamson County, Texas; subject tract being all of a called "17.825 Acre" tract as conveyed in a Substitute Trustee's Deed from Robert E. Tesch to Equity Secured Capital, L.P., dated 01-05-2012 as recorded in Document No. 2012001125 of the Official Public Records of Williamson County (OPRWC) and being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the Month of December, 2021 and being more fully described as follows:

BEGINNING at the Northeast corner of said "17.825 Acre" tract in the West Right-of-Way line of Ronald Reagan Boulevard, a publicly maintained roadway, same being the Northwest corner of a called "7.311 Acres" conveyed in a Special Warranty Deed from Robert E. Tesch to Williamson County dated 07-09-2003 as recorded in Document No. 2003064611, OPRWC, the Southwest corner of a called "Tract "B" - 34.75 Acres" conveyed in a Special Warranty Deed from Carroll Calvin Wedemeyer, AKA Carroll C. Wedemeyer, Barkley Wedemeyer and Carl Doering, Trustee of the Estate of Nora Wedemeyer, deceased, to Williamson County dated 05-20-2004 as recorded in Document No. 2004039669, OPRWC and the Southeast corner of the residual portion of a called "972.33 Acres" as conveyed in an Heirship Affidavit to Howard Barkley Wedemeyer dated 04-13-2007 as recorded in Document No. 2008017931, OPRWC; found a ½" iron rod (capped) at same corner (North = 10,197,690.60 feet, East = 3,086,202.85 feet);

THENCE with said West Right-of-Way line of Ronald Reagan Boulevard, same being the West line of said "7.311 Acres" the following calls:

- South 23° 45' 21" East 801.28 feet to a found ½" iron rod,
- South 17° 12' 30" East 314.81 feet to a found ½" iron rod,
- South 29° 46' 21" East 100.81 feet to a found ½" iron rod and
- South 25° 08' 32" East 86.12 feet to a found ½" iron rod (capped) at the Southeast corner of said "17.825 Acre" tract, same being the Northeast corner of Lot 1, Block "L" (Landscape) of Valley Vista, Phase I Final Plat, a dedicated subdivision in Williamson County, plat of which is recorded in Document no. 2018015624, OPRWC;

THENCE South 76° 11' 12" West with the Easternmost South line of said "17.825 Acre" tract and the North line of said "Lot 1, Block "L" (Landscape) a distance of 213.49 feet to a set ½" iron rod (orange plastic cap "Bryan Technical Svc") at a common corner of both "17.825 Acre" tract and Lot 1, Block "L" (Landscape);

THENCE North 72° 35' 37" West with a Southwestern line of said "17.825 Acre" tract and the North line of said Lot 1, Block "L" (Landscape) a distance of 278.16 feet to a set ½" iron rod (orange plastic cap "Bryan Technical Svc") at a common corner of both "17.825 Acre" tract and Lot 1, Block "L" (Landscape);

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THENCE North 17° 52' 43" West with an interior line of said "17.825 Acre" tract and an exterior line of said Lot 1, Block "L" (Landscape) a distance of **151.77 feet** to a found ½" iron rod (capped) at a common corner of both;

THENCE South 72° 18' 55" West with the Westernmost South line of said "17.825 Acre" tract, the Westernmost North line of said Lot 1, Block "L" (Landscape), the Western terminus of Gabriels Horn Road, the West line of Lot 1, HOA" (Landscape), passing a found 5/8" iron rod at the Northernmost corner of Lot 13, Block "A", Valley Vista, Phase I Final Plat, same being the Westernmost corner of said Lot 1, HOA" (Landscape) at 349.76 feet and continuing with the common line of said "17.825 Acre" tract and Lot 13, Block "A" an additional 73.25 feet for a total distance of **423.01 feet** to a found ½" iron rod (capped "Landmark") at the Southwest corner of said "17.825 Acre" tract, same being a common corner of Lot 13, Block "A" and "Lot 14, Block "A", Valley Vista, Phase I Final Plat, and an exterior corner of Lot 6, Block "J", Bar W Ranch Phase I, Section 1, a dedicated subdivision in Williamson County, plat of which is recorded in Document no. 2020078741, OPRWC;

THENCE North 05° 05' 00" West with the West line of said "17.825 Acre" tract, passing a found ½" iron rod (capped "Landmark") at a common corner of said Lot 6, Block "J" and Lot 7, Block "J", Bar W Ranch Phase I, Section 1 at 8.98 feet, passing a found ½" iron rod (capped "CBD SETSTONE") at the Northeast corner of said Lot 7, Block "J", same being the Southeast corner of Lot 1, Block "J" (HOA), Bar W Ranch Phase I, Section 1 and a South corner of aforementioned at 42.01 feet, passing a found ½" iron rod (capped "CBD SETSTONE") at the Northeast corner of said Lot 1, Block "J" (HOA), same being the Southeast terminus of Gabriels Horn Road and the South corner of aforementioned residual portion of "972.33 Acres" at 59.55 feet (from which was found a ½" iron rod (capped CBD) at the Northeast terminus of said Gabriels Horn Road, same being the Southeast corner of Lot 15, Block "P", Bar W Ranch Phase I, Section 1, bearing North 21° 43' 54" West a distance of 43.93 feet and a found ½" iron rod (capped CBD) at the Northeast corner of said Lot 15, Block "P" bearing North 21° 43' 54" West a distance of 796.00 feet, and continuing with the West line of said "17.825 Acre" tract and the lower East line of said residual portion of "972.33 Acres", joining a barbed wire fence at 176 feet, and continuing with said line, generally along said barbed wire fence, an additional 789.18 feet for a total distance of **965.18 feet** to a found ½" iron rod (capped) near fence corner at the Northwest corner of said "17.825 Acre" tract, same being an interior corner of said residual portion of "972.33 Acres";

THENCE North 69° 23' 30" East with the North line of said "17.825 Acre" tract and a Southern line of said residual portion of "972.33 Acres" a distance of **539.84 feet** to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated, an area of **17.821 Acre**.

NOTE: Bearings and coordinates recited herein based on Texas Plane Coordinate System (central zone) NAD 83/93 adjustment based on local high accuracy reference network and are expressed as grid values.


Bruce Lane Bryan Registered Professional Land Surveyor No. 4249
Bryan Technical Services, Inc. 911 North Main, Taylor, Texas 76574
 Firm No. 10128500 www.bryantechnicalservices.com

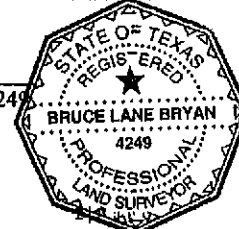


Exhibit “B”

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 _____, (“Landowner”), both of which 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 fully hereinafter and attached hereto, less and except any property previously annexed by the City (the “subject property”);

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;

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;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the “Effective Date”).

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

WHEREAS, 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;

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 Landowner or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

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

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

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

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

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

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

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

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

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

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

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

(B) Routine maintenance as presently performed by the City.

(ii) 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:

(A) As provided in C(i)(A)&(B) above;

(B) 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;

(C) 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

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

(iii) 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

Richard B. Beverlin, III, City Manager

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

By: _____

Name (print): _____

Title: _____

Date: _____

Subject Property Description

(See Attached)

STATE OF TEXAS
COUNTY OF WILLIAMSON

Exhibit A

DECEMBER 7, 2021

17.821 ACRE

These notes describe that certain tract of land located in the **HENRY GARMES SURVEY, ABSTRACT NO. 269**, situated in Williamson County, Texas; subject tract being all of a called "17.825 Acre" tract as conveyed in a Substitute Trustee's Deed from Robert E. Tesch to Equity Secured Capital, L.P., dated 01-05-2012 as recorded in Document No. 2012001125 of the Official Public Records of Williamson County (OPRWC) and being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the Month of December, 2021 and being more fully described as follows:

BEGINNING at the Northeast corner of said "17.825 Acre" tract in the West Right-of-Way line of Ronald Reagan Boulevard, a publicly maintained roadway, same being the Northwest corner of a called "7.311 Acres" conveyed in a Special Warranty Deed from Robert E. Tesch to Williamson County dated 07-09-2003 as recorded in Document No. 2003064611, OPRWC, the Southwest corner of a called "Tract 'B' - 34.75 Acres" conveyed in a Special Warranty Deed from Carroll Calvin Wedemeyer, AKA Carroll C. Wedemeyer, Barkley Wedemeyer and Carl Doering, Trustee of the Estate of Nora Wedemeyer, deceased, to Williamson County dated 05-20-2004 as recorded in Document No. 2004039669, OPRWC and the Southeast corner of the residual portion of a called "972.33 Acres" as conveyed in an Heirship Affidavit to Howard Barkley Wedemeyer dated 04-13-2007 as recorded in Document No. 2008017931, OPRWC; found a ½" iron rod (capped) at same corner (North = 10,197,690.60 feet, East = 3,086,202.85 feet);

THENCE with said West Right-of-Way line of Ronald Reagan Boulevard, same being the West line of said "7.311 Acres" the following calls:

- South 23° 45' 21" East 801.28 feet to a found ½" iron rod,
- South 17° 12' 30" East 314.81 feet to a found ½" iron rod,
- South 29° 46' 21" East 100.81 feet to a found ½" iron rod and
- South 25° 08' 32" East 86.12 feet to a found ½" iron rod (capped) at the Southeast corner of said "17.825 Acre" tract, same being the Northeast corner of Lot 1, Block "L" (Landscape) of Valley Vista, Phase I Final Plat, a dedicated subdivision in Williamson County, plat of which is recorded in Document no. 2018015624, OPRWC;

THENCE South 76° 11' 12" West with the Easternmost South line of said "17.825 Acre" tract and the North line of said "Lot 1, Block 'L' (Landscape)" a distance of 213.49 feet to a set ½" iron rod (orange plastic cap "Bryan Technical Svc") at a common corner of both "17.825 Acre" tract and Lot 1, Block "L" (Landscape);

THENCE North 72° 35' 37" West with a Southwestern line of said "17.825 Acre" tract and the North line of said Lot 1, Block "L" (Landscape) a distance of 278.16 feet to a set ½" iron rod (orange plastic cap "Bryan Technical Svc") at a common corner of both "17.825 Acre" tract and Lot 1, Block "L" (Landscape);

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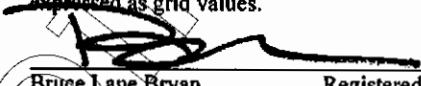
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THENCE South 72° 18' 55" West with the Westernmost South line of said "17.825 Acre" tract, the Westernmost North line of said Lot 1, Block "L" (Landscape), the Western terminus of Gabriels Horn Road, the West line of Lot 1, HOA" (Landscape), passing a found 5/8" iron rod at the Northernmost corner of Lot 13, Block "A", Valley Vista, Phase I Final Plat, same being the Westernmost corner of said Lot 1, HOA" (Landscape) at 349.76 feet and continuing with the common line of said "17.825 Acre" tract and Lot 13, Block "A" an additional 73.25 feet for a total distance of **423.01 feet** to a found ½" iron rod (capped "Landmark") at the Southwest corner of said "17.825 Acre" tract, same being a common corner of Lot 13, Block "A" and "Lot 14, Block "A", Valley Vista, Phase I Final Plat, and an exterior corner of Lot 6, Block "J", Bar W Ranch Phase I, Section 1, a dedicated subdivision in Williamson County, plat of which is recorded in Document no. 2020078741, OPRWC;

THENCE North 05° 05' 00" West with the West line of said "17.825 Acre" tract, passing a found ½" iron rod (capped "Landmark") at a common corner of said Lot 6, Block "J" and Lot 7, Block "J", Bar W Ranch Phase I, Section 1 at 8.98 feet, passing a found ¼" iron rod (capped "CBD SETSTONE") at the Northeast corner of said Lot 7, Block "J", same being the Southeast corner of Lot 1, Block "J" (HOA), Bar W Ranch Phase I, Section 1 and a South corner of aforementioned at 42.01 feet, passing a found ½" iron rod (capped "CBD SETSTONE") at the Northeast corner of said Lot 1, Block "J" (HOA), same being the Southeast terminus of Gabriels Horn Road and the South corner of aforementioned residual portion of "972.33 Acres" at 59.55 feet (from which was found a ½" iron rod (capped CBD) at the Northeast terminus of said Gabriels Horn Road, same being the Southeast corner of Lot 15, Block "P", Bar W Ranch Phase I, Section 1, bearing North 21° 43' 54" West a distance of 43.93 feet and a found ½" iron rod (capped CBD) at the Northeast corner of said Lot 15, Block "P" bearing North 21° 43' 54" West a distance of 796.00 feet, and continuing with the West line of said "17.825 Acre" tract and the lower East line of said residual portion of "972.33 Acres", joining a barbed wire fence at 176 feet, and continuing with said line, generally along said barbed wire fence, an additional 789.18 feet for a total distance of **965.18 feet** to a found ½" iron rod (capped) near fence corner at the Northwest corner of said "17.825 Acre" tract, same being an interior corner of said residual portion of "972.33 Acres";

THENCE North 69° 23' 30" East with the North line of said "17.825 Acre" tract and a Southern line of said residual portion of "972.33 Acres" a distance of **539.84 feet** to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated, an area of **17.821 Acre**.

NOTE: Bearings and coordinates recited herein based on Texas Plane Coordinate System (central zone) NAD 83/93 adjustment based on local high accuracy reference network and are expressed as grid values.


 Bruce Lane Bryan Registered Professional Land Surveyor No. 4249
 Bryan Technical Services, Inc. 911 North Main, Taylor, Texas 76574
 Firm No. 10128500 www.bryantechnicalservices.com



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING ALL PORTIONS OF A 17.81 ACRE TRACT, MORE OR LESS, NOT PREVIOUSLY ANNEXED INTO THE CORPORATE LIMITS OF THE CITY, INCLUDING THE ABUTTING ROADWAYS AND RIGHTS-OF-WAY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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 Reagan Gabriels Reals Estate, LLC, the owner 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 annexation of the property will cause an area to be entirely surrounded by the City limits but will not include said area within the City;

WHEREAS, the City Council has determined that it is in the public interest for the City limits to surround said area;

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

WHEREAS, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with §43.063 of the *Tex. Loc. Gov't. Code*;

WHEREAS, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

WHEREAS, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

WHEREAS, the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as **Exhibit "B"**.

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 the following described property, including the abutting roadways and rights-of-way (hereinafter referred to as the "Annexed Property"), is hereby annexed into the corporate limits of the City of Leander:

All portions of a 17.821 acre tract of land not previously annexed into the corporate limits of the City of Leander, Texas, located in Williamson County, Texas, and said 17.281 acre tract being more particularly shown and described in **Exhibit "A"** attached hereto and incorporated herein for all purposes.

SECTION 3. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as **Exhibit "B"**.

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 Service Plan attached hereto as **Exhibit "B"**, 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 7th day of July, 2022.

FINALLY PASSED AND APPROVED on this 21st day of July, 2022.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

EXHIBIT “A”

PROPERTY DESCRIPTION

(SEE ATTACHED)

+/- 17.821 ACRES

LESS AND EXCEPT PROPERTY ALREADY ANNEXED BY THE CITY OF LEANDER

EXHIBIT “B”
SERVICE PLAN
(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 _____, ("Landowner"), both of which 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 fully hereinafter and attached hereto, less and except any property previously annexed by the City. (the "subject property");

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;

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;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the "Effective Date").

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

WHEREAS, 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;

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 Landowner or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

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

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

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

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

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

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

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

- (i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:
 - (A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and
 - (B) Routine maintenance as presently performed by the City.
- (ii) 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:
 - (A) As provided in C(i)(A)&(B) above;
 - (B) 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;

(C) 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

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

(iii) 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

Richard B. Beverlin, III, City Manager

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

By: _____

Name (print): _____

Title: _____

Date: _____



EXECUTIVE SUMMARY
07/21/2022

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding the 500 Heritage Grove Road Annexation Case 22-A-004 regarding the voluntary annexation of 44.385 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031642 and R031640; and commonly known as 500 Heritage Grove Road, Leander, Williamson County, Texas.

BACKGROUND:

A resolution was approved on June 2, 2022 that commenced the voluntary annexation of 44.385 acres $\pm$ as described above. The resolution sets the public hearing for July 7, 2022 and the readings of the ordinance for July 7, 2022 and July 21, 2022.

This property is subject to a development agreement between the property owner and the City that requires annexation when the land use redevelops and is no longer used for agricultural purposes. This annexation is paired with a zoning application that will run concurrently with the annexation. Approval of this item does not approve the annexation.

HISTORY/TIMELINE:

06/02/2022 Resolution approved setting the annexation schedule
07/07/2022 City Council, 1st Public Hearing

APPLICANT/AGENT:

Armbrust & Brown, PLLC (Jewels Cain) on behalf of RCG Heritage Grove LLC (Lynn Yuan)

PRESENTER:

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

Attachments

1. Resolution
2. Location Exhibit
3. Annexation Schedule
4. Petition
5. Ordinance

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 44.357 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owners of certain property located within Williamson County, Texas, have petitioned the City of Leander, Texas, (herein the “City”), a home-rule City, for annexation of said property, more particularly described herein (the “subject property”), into the City limits;

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

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 of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft service plan shown in Exhibit “B”, are hereby accepted:

All that certain area of land being 44.357 acres, more or less, in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes.

A public hearing has been set for the date of **July 7, 2022**. 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 “A”** 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 _____, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit “A”

SUBJECT PROPERTY DESCRIPTION

+/- 44.357 ACRES

[SEE ATTACHED]

Exhibit “B”

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 RCG Heritage Grove LLC (“Landowner”), all of which 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 fully hereinafter and attached hereto (the “subject property”);

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;

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;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the “Effective Date”).

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

WHEREAS, 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;

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 Landowner or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

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

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

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

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject's 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:

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

(B) Routine maintenance as presently performed by the City.

(ii) 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:

(A) As provided in C(i)(A)&(B) above;

(B) 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;

(C) 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

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

(iii) 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.

[SIGNATURE PAGE FOLLOWS]

EXECUTED and AGREED to by the Parties this the ____ day of _____, 20__.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Richard Beverlin, III, City Manager

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

By: _____

Name (print): _____

Title: _____

Date: _____

Subject Property Description

[SEE ATTACHED]

Schedule for Voluntary Annexation
500 HERITAGE GROVE RD Annexation +/- 44.357 ACRES IN WILLIAMSON COUNTY

DATE	ACTION/EVENT	LEGAL AUTHORITY
Thursday, June 2 2022* Tuesday, May 24, 2022 Council packet deadline	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - AND SETS A PUBLIC HEARING FOR July 7, 2022.	Loc. Gov't Code, §43.0671
Thursday, June 23 2022 * Publish notice of Public Hearing. & Send notice to school district and to each public entity. [Noon, Friday, June 17, 2022 – Deadline to send notice to paper]	NEWSPAPER NOTICE RE: PUBLIC HEARING; (Certified Notice to Railroad - if railroad company's right-of-way is in the area proposed for annexation.) POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE. SCHOOL DISTRICT NOTICE. Notify each school district of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u> PUBLIC ENTITY NOTICES. Notify each public entity__that is located in or provides services to the area proposed for annexation. Public Entity includes: a county (Williamson/Travis), a fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district (MUD, WCID, or other district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution) - of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u>	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673 Loc. Gov't Code, §§43.905 & 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing.
Thursday, July 7, 2022*	PUBLIC HEARING – REGULAR MEETING	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.0673
Thursday, July 7, 2022* Tuesday, June 28, 2022 – Council packet deadline	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Loc. Gov't Code, §43.0673
Thursday, July 21, 2022. Or at a special called meeting after the First Reading; Or within 90 days of First Reading. Tuesday, July 12, 2022 – Council packet deadline	SECOND & FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	Williamson County ESD No. 5: Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable <i>Leander is located in Williamson and Travis Counties. Confirm which ESD needs notice of disannexation.</i>

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

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

WHEREAS, the undersigned is the owner of a certain area of land located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the “subject property”);

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;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

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;

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 “B”** and is incorporated herein for all purposes; 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, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City, and further described as follows:

All that certain area of land being 44.357 acres, more or less, in Williamson County, Texas, being more particularly described in **Exhibit A** 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 “B”**.

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

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

FILED, this ____ day of _____ 20 ___, with the City Secretary of the City of Leander, Williamson and Travis Counties, Texas.

Petitioners:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

(SEAL)

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

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

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

(SEAL)

Notary Public - State of Texas

Exhibit “A”

DESCRIPTION OF THE SUBJECT PROPERTY

+/- 44.357 ACRES

[SEE ATTACHED]

LEGAL DESCRIPTION OF LAND:
TRACT 1 - 44.357 ACRES

BEING A 44.357 ACRES (1,932,179 SQUARE FEET) TRACT OF LAND SITUATED IN THE CHARLES COCHRAN LEAGUE, ABSTRACT 134, BEING LOCATED JUST OUTSIDE OF THE CITY LIMITS OF THE CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS; BEING THE SAME TRACT OF LAND DESCRIBED TO JAMES E. ROBERSON AND MONTA JANE AKIN AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 1991016727 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "SURVTEX" FOUND IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF HERITAGE GROVE ROAD (VARIABLE WIDTH PUBLIC R.O.W.) AT THE SOUTHEAST CORNER OF THE HAVEN OAKS SUBDIVISION AS SHOWN ON PLAT RECORDED IN DOCUMENT NO. 20200895 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 21°06'39" WEST, ALONG THE NORTHEAST BOUNDARY LINE OF SAID HAVEN OAKS SUBDIVISION, AT 1812.56 FEET PASSING A 5/8 INCH IRON ROD FOUND AT THE NORTH CORNER OF SAID HAVEN OAKS SUBDIVISION AND AT THE EAST CORNER OF A CALLED 7.87 ACRE TRACT OF LAND DESCRIBED TO ALAN SMITH AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 1985064367 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; THEN CONTINUING ALONG THE NORTHEAST BOUNDARY LINE OF SAID 7.87 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 2286.84 FEET TO A 5/8 INCH IRON ROD FOUND IN THE SOUTHEAST BOUNDARY LINE OF A CALLED 15.26 ACRE TRACT OF LAND DESCRIBED TO TIM SCHNEIDER, ET UX, AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2002077123 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND AT THE NORTH CORNER OF SAID 7.87 ACRE TRACT; FOR THE WEST CORNER OF THIS TRACT;

THENCE, ALONG THE SOUTHEAST BOUNDARY LINE OF SAID 15.26 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- NORTH 68°34'15" EAST, A DISTANCE OF 350.00 FEET TO A 5/8 INCH IRON ROD FOUND FOR AN ANGLE CORNER OF THIS TRACT;
- NORTH 19°56'15" EAST, A DISTANCE OF 297.57 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "CEC" FOUND IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE CAPITAL METROPOLITAN TRANSIT AUTHORITY RAILROAD AS SHOWN ON DOCUMENT NO. 200002773 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; FOR A POINT OF CURVATURE AT THE NORTH CORNER OF THIS TRACT;

THENCE, IN A SOUTHEASTERLY DIRECTION, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CAPITAL METROPOLITAN TRANSIT AUTHORITY RAILROAD, ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 19°49'48", A RADIUS OF 1092.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 73°32'43" EAST, 374.17 FEET, AND A TOTAL ARC LENGTH OF 376.02 FEET TO A RAILROAD SPIKE FOUND FOR THE NORTHERLY EAST CORNER OF THIS TRACT;

THENCE, SOUTH 12°09'43" WEST, AT 3.71 FEET PASSING A 1/2" IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "1847" FOUND FOR LINE MARKER AT THE WEST CORNER OF A CALLED 40.57 ACRE TRACT OF LAND DESCRIBED TO CMH HERITAGE, LLC AS SHOWN ON DOCUMENT NO. 2021097881 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; THEN CONTINUING ALONG THE WEST BOUNDARY LINE OF SAID 40.57 ACRE TRACT, IN ALL A DISTANCE OF 23.39 FEET TO A RAILROAD SPIKE FOUND AT FOR AN ANGLE CORNER OF THIS TRACT;

THENCE, CONTINUING ALONG THE WEST BOUNDARY LINE OF SAID 40.57 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- SOUTH 20°54'58" EAST, A DISTANCE OF 410.22 FEET TO A 1/2" IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "1847" FOUND FOR AN ANGLE CORNER OF THIS TRACT;
- SOUTH 21°19'49" EAST, A DISTANCE OF 914.70 FEET TO A 1/2" IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "1847" FOUND FOR AN ANGLE CORNER OF THIS TRACT;
- SOUTH 21°21'51" EAST, A DISTANCE OF 918.55 FEET TO A 1/2" IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "1847" FOUND IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID HERITAGE GROVE ROAD; FOR THE SOUTHERLY EAST CORNER OF THIS TRACT;

THENCE, SOUTH 68°44'48" WEST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID HERITAGE GROVE ROAD, A DISTANCE OF 829.99' TO THE POINT OF BEGINNING AND CONTAINING 44.357 ACRES OF LAND, MORE OR LESS, IN WILLIAMSON COUNTY, TEXAS.

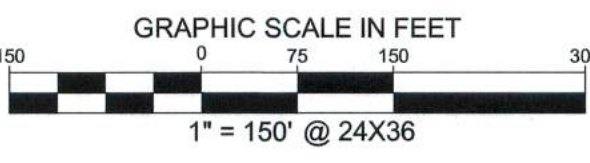
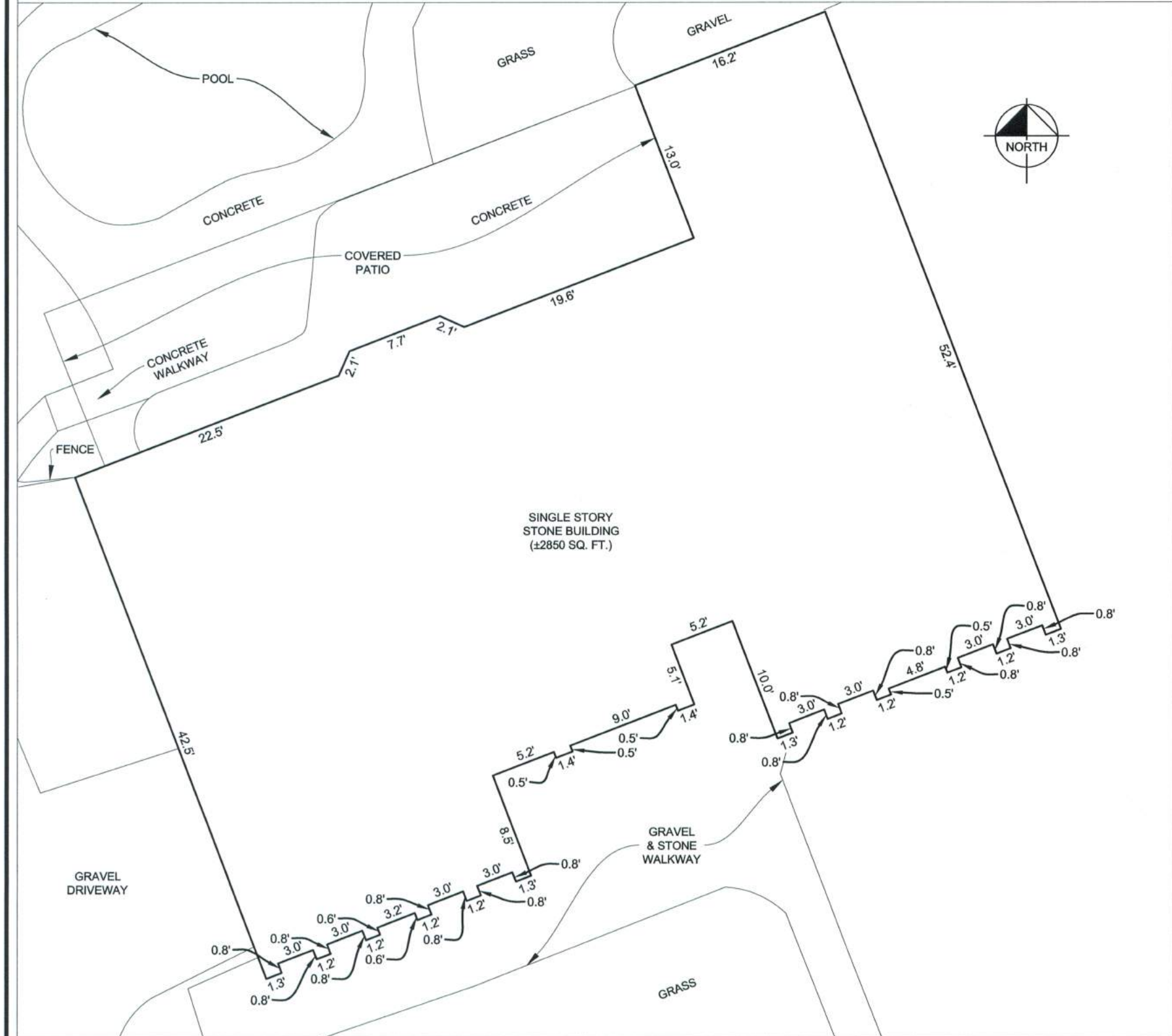
NOTES ADDRESSING SCHEDULE B EXCEPTIONS:

(PURSUANT TO COMMITMENT FOR TITLE INSURANCE LISTED IN GENERAL NOTE 1.)

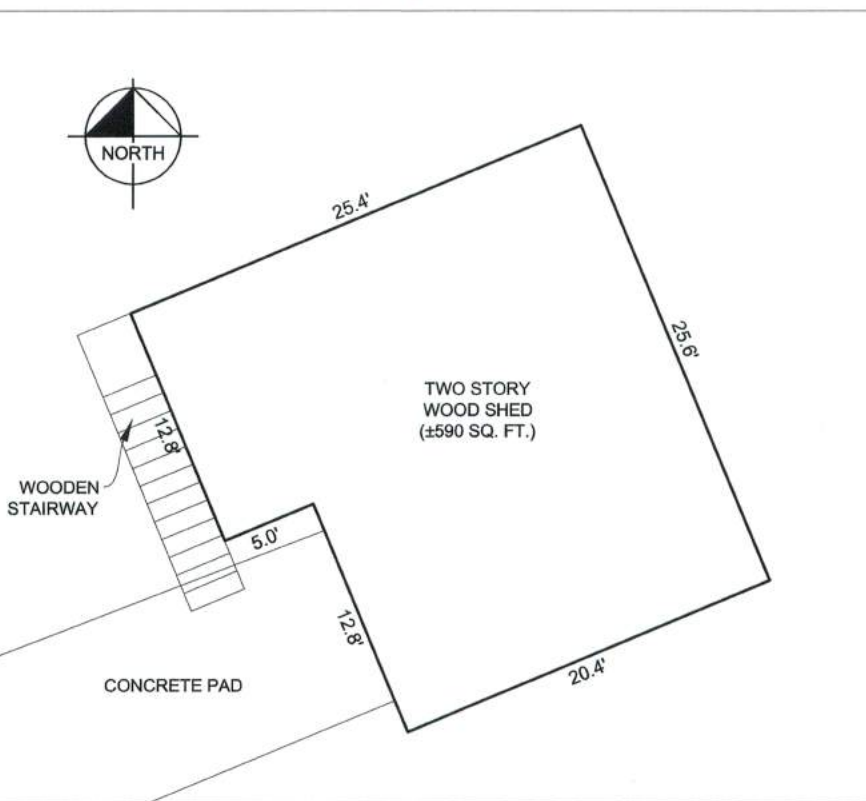
10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION):

- RIGHTS OF PARTIES IN POSSESSION (OWNER'S POLICY ONLY). (NOT A SURVEY MATTER)
- ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT; THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED. (NOT A SURVEY MATTER)
- RIGHTS OF PARTIES IN POSSESSION AND RIGHTS OF TENANTS UNDER ANY UNRECORDED LEASES OR RENTAL AGREEMENTS. (MAY BE AMENDED OR DELETED UPON EXECUTION OF AFFIDAVIT WITH RESPECT TO PARTIES IN POSSESSION AND TENANTS AT CLOSING.) (NOT A SURVEY MATTER)
- RIGHTS, IF ANY, OF THIRD PARTIES WITH RESPECT TO ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROAD. (MAY BE AMENDED OR DELETED UPON APPROVAL OF SURVEY.) (SUBJECT TO NO DOCUMENTS PROVIDED)
- ANY AND ALL EASEMENTS, BUILDING LINES, AND CONDITIONS, COVENANTS, AND RESTRICTIONS AS SET OUT IN RESTRICTIONS HEREIN ABOVE, (SUBJECT TO, NO DOCUMENTS PROVIDED)
- ANY VISIBLE AND APPARENT EASEMENTS NOT OF RECORD ON OR ACROSS THE PROPERTY HEREIN DESCRIBED. (SUBJECT TO, NO DOCUMENTS PROVIDED)
- DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2016058208 AND AMENDED IN DOCUMENT NO. 206058209, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SUBJECT TO)
- MINERAL AND/OR ROYALTY INTEREST, AS DESCRIBED IN INSTRUMENT AND RECORDED IN UNDER VOLUME 1037, PAGE 931, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO USE THE SURFACE OF THE LAND. COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST. (NOT A SURVEY MATTER)
- MINERAL AND/OR ROYALTY INTEREST, AS DESCRIBED IN INSTRUMENT AND RECORDED IN UNDER VOLUME 659, PAGE 225, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO USE THE SURFACE OF THE LAND. COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST. (NOT A SURVEY MATTER)
- MINERAL AND/OR ROYALTY INTEREST, AS DESCRIBED IN INSTRUMENT AND RECORDED IN UNDER VOLUME 659, PAGE 229, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO USE THE SURFACE OF THE LAND. COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST. (NOT A SURVEY MATTER)
- MINERAL AND/OR ROYALTY INTEREST, AS DESCRIBED IN INSTRUMENT AND RECORDED IN UNDER VOLUME 825, PAGE 912, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO USE THE SURFACE OF THE LAND. COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST. (NOT A SURVEY MATTER)

DETAIL "A"
SCALE 1"=10'



DETAIL "B"
SCALE 1"=10'



LEGEND

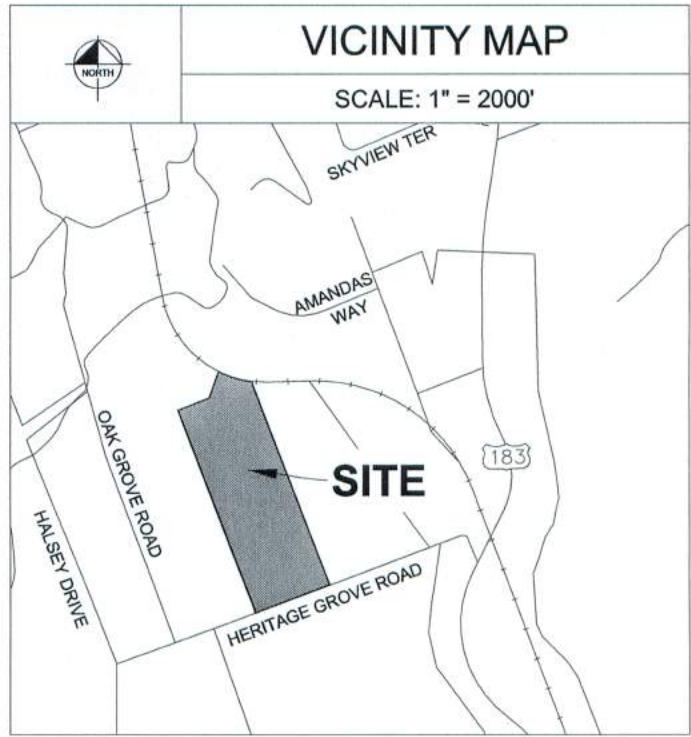
AC UNIT	ELECTRIC VAULT	GAS VAULT	SANITARY SEWER BOX	TELEPHONE MARKER FLAG	UNIDENTIFIED TANK	IRON PIPE FOUND
CABLE TV BOX	ELEVATION BRANCH MARK	GAS VALVE	SANITARY SEWER CLEAN OUT	TELEPHONE MARKER SIGN	UNIDENTIFIED VALVE	IRON ROD WITH CAP FOUND
CABLE TV HANDHOLE	FIBER OPTIC BOX	GAS WELL	SANITARY SEWER HANDHOLE	TRAFFIC BOLLARD	UNIDENTIFIED VALVE	UTILITY POLE
CABLE TV MANHOLE	FIBER OPTIC HANDHOLE	GUY ANCHOR	SANITARY SEWER MANHOLE	TRAFFIC BOX	UNIDENTIFIED VALVE	WATER BOX
CABLE TV MARKER FLAG	FIBER OPTIC MARKER	HANDICAPPED PARKING	SANITARY SEWER MARKER FLAG	TRAFFIC SIGN	UNIDENTIFIED VALVE	WATER HAND HOLE
CABLE TV MARKER SIGN	FIBER OPTIC MARKER SIGN	LIGHT STANDARD	SANITARY SEWER METER	TRAFFIC SIGNAL	UNIDENTIFIED VALVE	WATER MARKER FLAG
CABLE TV VAULT	FIBER OPTIC VAULT	MAIL BOX	SANITARY SEWER VAULT	TRAFFIC SIGN	UNIDENTIFIED VALVE	WATER METER
COMMUNICATIONS BOX	FIRE DEPT. CONNECTION	MARKET/BILLBOARD	STORM SEWER BOX	TRAFFIC SIGN	UNIDENTIFIED VALVE	WATER MARKER SIGN
COMMUNICATIONS HANDHOLE	FIRE HYDRANT	PIPELINE BOX	STORM SEWER MANHOLE	TRAFFIC SIGN	UNIDENTIFIED VALVE	WATER METER
COMMUNICATIONS MARKER FLAG	FLAG POLE	PIPELINE HANDHOLE	STORM SEWER MARKER FLAG	TRAFFIC SIGN	UNIDENTIFIED VALVE	WATER MARKER SIGN
COMMUNICATIONS MARKER SIGN	FIRE DEPT. CONNECTION	PIPELINE METER	STORM SEWER MARKER SIGN	TRAFFIC SIGN	UNIDENTIFIED VALVE	WATER METER
COMMUNICATIONS VAULT	FLOW DIRECTION	PIPELINE MANHOLE	STORM SEWER MANHOLE	TRAFFIC SIGN	UNIDENTIFIED VALVE	WATER MARKER SIGN
ELECTRIC BOX	FUEL TANK	PIPELINE MARKER FLAG	STORM SEWER MARKER FLAG	TRAFFIC SIGN	UNIDENTIFIED VALVE	WATER METER
ELECTRIC METER	GAS BOX	PIPELINE MARKER SIGN	STORM SEWER MARKER SIGN	TRAFFIC SIGN	UNIDENTIFIED VALVE	WATER MARKER SIGN
ELECTRIC MANHOLE	GAS VALVE	PIPELINE VAULT	STORM SEWER VAULT	TRAFFIC SIGN	UNIDENTIFIED VALVE	WATER METER
ELECTRIC MARKER FLAG	GAS METER	PIPELINE VALVE	STORM SEWER VAULT	TRAFFIC SIGN	UNIDENTIFIED VALVE	WATER MARKER SIGN
ELECTRIC MARKER SIGN	GAS MANHOLE	RAILROAD BOX	STORM SEWER MARKER SIGN	TRAFFIC SIGN	UNIDENTIFIED VALVE	WATER METER
ELECTRIC SWITCH	GAS MARKER FLAG	RAILROAD HANDHOLE	STORM SEWER MARKER SIGN	TRAFFIC SIGN	UNIDENTIFIED VALVE	WATER MARKER SIGN
ELECTRIC TRANSFORMER	GAS SIGN	RAILROAD SIGN	STORM SEWER MARKER SIGN	TRAFFIC SIGN	UNIDENTIFIED VALVE	WATER METER

LINE TYPE LEGEND

BOUNDARY LINE	EASEMENT LINE	BUILDING LINE	WATER LINE	SS	SANITARY SEWER LINE	STORM DRAINAGE LINE	UNDERGROUND GAS LINE	OVERHEAD UTILITY LINE	UNDERGROUND CABLE LINE	UNDERGROUND ELECTRIC LINE	SIDEWALK	FENCE	FEMA FLOOD LINE	SURVEY LINE	CONCRETE PAVEMENT	ASPHALT PAVEMENT
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LINE TYPE LEGEND

BOUNDARY LINE	EASEMENT LINE	ADJOINING PROPERTY LINE	CITY LIMITS LINE	FEMA FLOOD LINE	SURVEY LINE	CONCRETE PAVEMENT	ASPHALT PAVEMENT
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GENERAL NOTES:

- THIS SURVEY WAS PERFORMED UTILIZING THE TITLE REPORT PREPARED BY STEWART TITLE GUARANTY COMPANY, G.F. NO. 085546ST (ISSUE DATE: SEPTEMBER 20, 2021, EFFECTIVE DATE: SEPTEMBER 03, 2021) AND REFLECTS ONLY THOSE EASEMENTS AND ENCUMBRANCES OF RECORD MENTIONED THEREIN. KIMLEY-HORN DID NOT ABSTRACT THE PUBLIC RECORDS. THE SURVEYED TRACT MAY BE SUBJECT TO ADDITIONAL GOVERNMENT REGULATIONS AND RESTRICTIONS PRIOR TO FURTHER SITE DEVELOPMENT. KIMLEY-HORN DID NOT REVIEW LEASE INTEREST WHILE PERFORMING THIS SURVEY.
- THE BEARINGS, DISTANCES, AREAS, AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE GRID. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
- PER THE AMERICAN LAND TITLE ASSOCIATION (ALTA) AND THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS) MINIMUM STANDARD DETAIL REQUIREMENTS ITEM 5, SECTION C, PARAGRAPH III, THE TERM "ENCROACHMENT" IMPLIES A LEGAL OPINION. EVIDENCE OF POTENTIALLY ENCROACHING STRUCTURAL APPURTENANCES AND PROJECTIONS OBSERVED IN THE PROCESS OF CONDUCTION FIELDWORK RELATIVE TO TITLE LINES, SETBACKS, ADJOINING PROPERTIES, AND RIGHTS-OF-WAYS, WILL BE SHOWN, BUT THE SURVEY WILL MAKE NO JUDGMENT OF "ENCROACHMENT" OR "NON-ENCROACHMENT".
- AREA(S) OF POTENTIAL ENCROACHMENT:
 - OVERHEAD ELECTRIC LINES AND POWER POLES FOUND OUTSIDE OF KNOWN EASEMENT, RIGHTS UNKNOWN, AS SHOWN ON SURVEY.
 - LIGHT POLES & EVIDENCE OF UNDERGROUND ELECTRIC LINES FOUND OUTSIDE OF KNOWN EASEMENT, RIGHTS UNKNOWN, AS SHOWN ON SURVEY.
 - FENCE MEANDERS INSIDE AND OUTSIDE OF THE PROPERTY LINE AS SHOWN ON SURVEY.
- THIS PROPERTY IS CURRENTLY UN-PLATTED AND IS SUBJECT TO THE TEXAS LOCAL GOVERNMENT CODE, TITLE 7, SUBTITLE B, CHAPTER 232 - COUNTY REGULATION OF SUBDIVISIONS, SUBCHAPTER A - SUBDIVISION PLATTING REQUIREMENTS. A SUBDIVISION PLAT WILL BE REQUIRED FOR SITE DEVELOPMENT.
- THE SUBJECT TRACT HAS ACCESS TO THE PUBLIC STREET RIGHT-OF-WAYS OF HERITAGE GROVE ROAD AND JUD ALLEN WAY.
- THE DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE.
- KIMLEY-HORN DID NOT REVIEW LEASE INTEREST WHILE PERFORMING THIS SURVEY.
- AFTER REVIEW OF ALL DOCUMENTS PROVIDED TO THE SURVEYOR AT THE TIME OF THE SURVEY, THE SUBJECT PROPERTY DOES NOT APPEAR TO SERVE ANY ADJOINING PROPERTY FOR UTILITIES, DRAINAGE, STRUCTURAL SUPPORT OR INGRESS OR EGRESS, EXCEPT AS SHOWN ON THE SURVEY.
- THIS SURVEY DOES NOT SHOW EXISTING TREES OR LANDSCAPING.
- MONUMENTS (OR REFERENCE MONUMENTS) HAVE BEEN SET AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES TO THE CORNER WERE FOUND IN CLOSE PROXIMITY TO THE CORNER, AS SHOWN ON THE SURVEY.
- THE SURVEYED PROPERTY ADDRESS IS: 500 HERITAGE GROVE ROAD, WILLIAMSON COUNTY, TEXAS
- ACCORDING TO COMMUNITY PANEL NO. 4810790455, MAP NO. 48491C0455F, EFFECTIVE DATE: 12/20/2019 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM), THE SUBJECT TRACT IS LOCATED WITHIN ZONE "X" (UN-SHADED) WHICH IS DEFINED BY FEMA AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN," COMMONLY KNOWN AS THE 500-YEAR FLOODPLAIN. ZONE "X" (UN-SHADED) IS OUTSIDE OF ANY FEMA ESTABLISHED FLOOD HAZARD ZONE. ALL ZONE DELINEATIONS SHOWN HEREON ARE APPROXIMATE. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE ANY LIABILITY ON THE PART OF KIMLEY-HORN OR THE UNDERSIGNED.
- THE EXTERIOR "FOOT PRINT" DIMENSIONS OF ALL ONSITE BUILDING(S) SHOWN HEREON ARE USED FOR SQUARE FOOTAGE CALCULATIONS.
- THIS SURVEY DOES NOT REFLECT ZONING STATUS OR RESTRICTIONS. PER ALTA/NSPS OPTIONAL TABLE A NO. 6 (A)(B), A PRIVATE ZONING REPORT WAS NOT PROVIDED BY THE OWNER OR THE INSURER. THE SURVEYOR WILL NOT RESEARCH OR INTERPRET ANY ITEM RELATED TO ZONING IN ORDER SHOW SAID ZONING RESTRICTIONS.
- WHILE PERFORMING THE FIELDWORK, THE SURVEY CREW OBSERVED NO PARKING SPOTS, HANDICAPPED, COMPACT OR OTHERWISE ON THE SUBJECT TRACT AT THE TIME OF SURVEY, EXCEPT AS SHOWN ON SURVEY.
- WHILE PERFORMING THE FIELDWORK, THE SURVEY CREW OBSERVED NO PARTY WALLS ON THE SURVEYED PROPERTY, EXCEPT AS SHOWN ON THE SURVEY.
- THE UNDERGROUND UTILITIES SHOWN HEREON REFLECT TEXAS 811 MARKINGS WHICH WERE OBSERVED AND LOCATED BY SURVEY CREWS WHILE PERFORMING THE FIELDWORK AND IS SUPPLEMENTED BY ANY RECORD DRAWINGS PROVIDED TO THE SURVEYOR BY THE CLIENT, THE CLIENT'S REPRESENTATIVES, AND/OR THE UTILITY COMPANY'S REPRESENTATIVES. KIMLEY-HORN CANNOT GUARANTEE THE LOCATIONS OF SAID UTILITIES, EXCEPT THOSE THAT WERE OBSERVED AND READILY VISIBLE ON THE SURFACE AT THE TIME THE SURVEY CREW PERFORMED THE FIELD SURVEY. KIMLEY-HORN HAS MADE NO ATTEMPT TO OBTAIN OR SHOW DATA CONCERNING THE SIZE, DEPTH, CONDITION, OR CAPACITY OF ANY BURIED UTILITIES OR OTHER UNDERGROUND FACILITIES. FOR INFORMATION REGARDING SAID UTILITIES OR FACILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES. ANY MARKINGS SHOWING THE LOCATION OF BURIED UTILITIES THAT WERE VISIBLE AND OBSERVED BY THE SURVEY CREW WHILE PERFORMING THE FIELDWORK, WERE LOCATED AND ARE REFLECTED TO THE BEST OF OUR KNOWLEDGE AND ABILITY. KIMLEY-HORN CANNOT GUARANTEE THE ACCURACY AND THOROUGHNESS OF THE UTILITY COMPANY REPRESENTATIVES MARKING EFFORT. KIMLEY-HORN ASSUMES NO LIABILITY FOR POORLY OR IMPROPERLY MARKED UTILITY LOCATIONS. NO PRIVATE INTERIOR SERVICE LINES WERE MARKED AND ARE NOT SHOWN.
- ALL ADJOINING PROPERTY OWNERSHIP INFORMATION REFLECTED ON THIS SURVEY IS BASED ON THE CURRENT TAX RECORDS AND APPRAISAL MAPS WHICH WERE MADE READILY AVAILABLE BY THE LOCAL CITY/COUNTIES AT THE TIME OF SURVEY.
- WHILE PERFORMING THE FIELDWORK, THE SURVEY CREW OBSERVED NO EVIDENCE OF ON-GOING CONSTRUCTION, NEW BUILDING ADDITIONS, OR RECENT EARTH MOVING WORK ON THE SUBJECT TRACT, EXCEPT AS SHOWN ON THE SURVEY.
- THE SURVEYOR IS UNAWARE OF ANY PROPOSED CHANGES TO STREET RIGHT-OF-WAYS AND, WHILE PERFORMING THE FIELDWORK, THE SURVEY CREW DID NOT OBSERVE ANY VISIBLE EVIDENCE THAT CHANGES TO STREET RIGHT-OF-WAYS WERE OCCURRING ON THE SUBJECT TRACT, EXCEPT AS SHOWN ON THE SURVEY.

SURVEYOR'S CERTIFICATION:

TO: STEWART TITLE GUARANTEE COMPANY;
PRESERVE IT TITLE COMPANY, LLC;
REAL HOLDINGS, LLC;
JAMES E. ROBERSON & MONTA JANE AKIN

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 9, 13 & 16 OF TABLE A THEREOF.

FIELD SURVEY COMPLETION DATE: OCTOBER 6, 2021.

SURVEY COMPLETION DATE: NOVEMBER 17, 2021.

ZACHARY KEITH PETRUS, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH: (512) 572-8674
ZACH.PETRUS@KIMLEY-HORN.COM



ALTA/NSPS LAND TITLE SURVEY OF
TRACT 1 - 44.357 ACRES
ADDRESS: 500 HERITAGE GROVE ROAD
BEING OUT OF THE
CHARLES COCHRAN LEAGUE, ABSTRACT 134
CITY OF LEANDER ETJ, WILLIAMSON COUNTY, TEXAS

Kimley»Horn

10814 JOLLYVILLE ROAD, CAMPUS IV
SUITE 200, AUSTIN, TEXAS 78759
TEL. NO. (512) 418-1771
WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 150'	NLS	ZKP	11/8/2021	069290901	1 OF 1

No.	DATE	REVISION DESCRIPTION
1		

COPYRIGHT © 2021
KIMLEY-HORN AND ASSOCIATES, INC.
ALL RIGHTS RESERVED

Exhibit “B”

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 RCG Heritage Grove LLC (“Landowner”), all of which 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 fully hereinafter and attached hereto (the “subject property”);

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;

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;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the “Effective Date”).

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

WHEREAS, 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;

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 Landowner or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

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

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

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

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

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

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

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

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

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

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

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

(B) Routine maintenance as presently performed by the City.

(ii) 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:

(A) As provided in C(i)(A)&(B) above;

(B) 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;

(C) 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

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

(iii) 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

Richard Beverlin, III, City Manager

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

By: _____

Name (print): _____

Title: _____

Date: _____

Subject Property Description

[SEE ATTACHED]

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 44.357 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, 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 "B"**.

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, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City of Leander:

All that certain area of land being 44.357 acres, more or less, in Williamson County, Texas, being more particularly described in **Exhibit A** 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 “B”**.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of services agreement attached hereto as **Exhibit “B”**, 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 7th day of July, 2022.

FINALLY PASSED AND APPROVED on this 21st day of July, 2022.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit “A”

PROPERTY DESCRIPTION

[SEE ATTACHED]

Exhibit “B”

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

[Insert executed Agreement]



EXECUTIVE SUMMARY
07/21/2022

AGENDA SUBJECT:

Approval of the 15000 Faubion Trail Letter Agreement Case 22-DA-015 regarding the approval of a letter agreement regarding the platting process; located at 15000 Faubion Trail; Leander, Travis County, Texas.

BACKGROUND:

The developer wishes to develop this property for residential purposes. This property was subdivided outside of the Subdivision Ordinance process. Replatting generally requires that the entire original lot is included. In this situation, the other owners of Lot 37 are not willing to participate. This letter agreement will allow the property owner to use the short form final plat process to replat the property without including all of the original lot. Approval of this agreement would remove the requirement for the entire lot to be included in the submittal.

APPLICANT/AGENT:

Gabriel Baer

RECOMMENDATION:

Staff recommends approval of the Agreement.

PRESENTER:

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

Attachments

1. Letter Agreement
2. Location Exhibit



July 21, 2022

Gabriel Jacob Baer
15000 Faubion Trail
Leander, Texas 78641

RE: Short Form Plat Procedure for Property Located at 15000 Faubion Trail,
Leander, Texas 78641

Dear Mr. Baer:

This letter sets forth the agreement between you and the City of Leander, Texas (the "City") regarding platting/replatting of the 3.012 acre tract which is a portion of Lot 37, Roundmountain Oaks Subdivision and which has an address of 15000 Faubion Trail, Leander, Texas, being more particularly described in Exhibit "A" (the "Property"). Lot 37 had been previously divided into three parcels but never legally replatted.

Replatting generally requires the entire original tract be submitted for consideration while showing the division(s) of the property. Although requested, the owners of the other portions of Lot 37 has refused to participate to bring the divided tract into legal compliance. After review by the City, the City hereby agrees and grants your request that the Property may be subdivided as generally shown on Exhibit "A" using the short form final platting process without the need for obtaining the other property owner's participation. The City has been unable to find any restrictions or covenants that apply to the Property or that would be altered or removed by this replat.

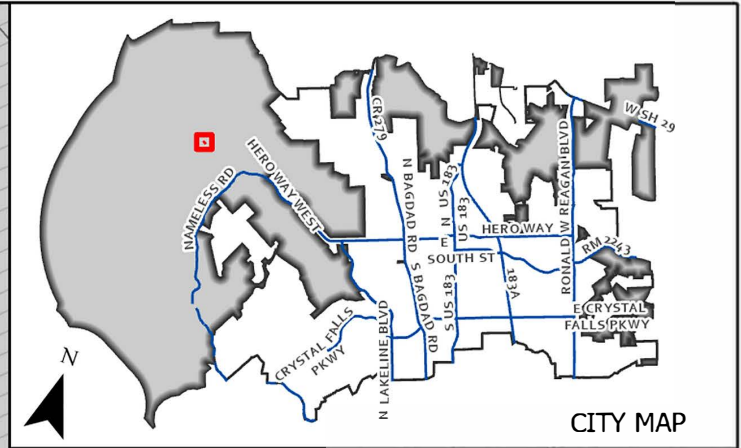
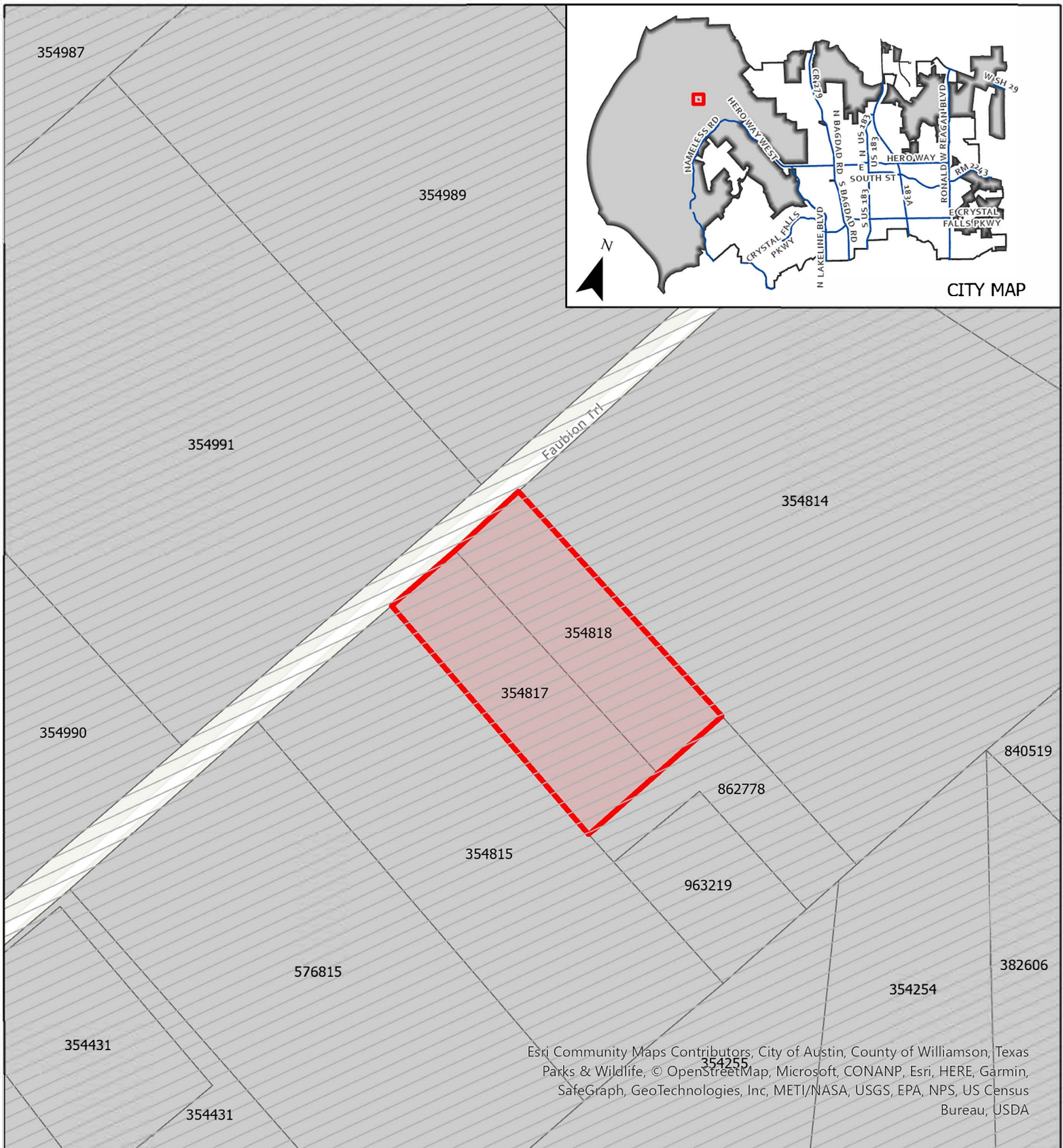
You, as the applicants, agree that all other requirements of applicable local, state, and federal regulations and procedures for Short Form Final Plats shall be adhered to and met, except as modified by this letter agreement.

Sincerely,

Richard B. Beverlin, III, City Manager
P.O. Box 319
Leander, Texas 78646
Williamson County

AGREED:

Gabriel Jacob Baer
15000 Faubion Trail
Leander, Texas 78641
Travis County



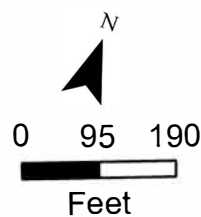
Esri Community Maps Contributors, City of Austin, County of Williamson, Texas
 Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin,
 SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census
 Bureau, USDA

ATTACHMENT 2

15000 FAUBION TRAIL LETTER 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.



- Subject Area
- Leander City Limits
- ETJ



EXECUTIVE SUMMARY
07/21/2022

AGENDA SUBJECT:

Approval of the QuikTrip at Crystal Village Phase 1, Lot 5 License Agreement, Case 22-LA-003, to allow for the installation and maintenance of landscaping and irrigation within portions of the right-of-way of Crystal Falls Parkway, Leander, Williamson County, Texas.

BACKGROUND:

License agreements are required when developers propose to place private improvements within the public right-of-way. This agreement grants the developer permission to install the improvements as well as provide conditions that describe the responsibility of maintaining and possible removal of improvements. In addition, the developer is required to indemnify the City against claims and liabilities, and carry insurance.

The developer of the QuikTrip at Crystal Village Phase 1, Lot 5 is requesting a license agreement to install and maintain landscaping and irrigation within a portion of the right-of-way of Crystal Falls Parkway.

APPLICANT/AGENT:

QT SOUTH, LLC (David Meyer, Jr.)

RECOMMENDATION:

Staff recommends approval of the license agreement.

PRESENTER:

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

Attachments

1. License Agreement
2. Location Exhibit
3. Letter of Intent

**LICENSE AGREEMENT
FOR QUIKTRIP AT CRYSTAL VILLAGE PHASE 1 – LOT 5**

The City of Leander, a Texas home-rule municipal corporation and political subdivision of the State of Texas situated in Williamson and Travis Counties, Texas (“the City”), and QT South LLC, a Texas Limited Liability Company (the “Licensee”), enter into this License Agreement for Lot 5 within the Crystal Village Phase 1 Subdivision (“Agreement”) on this the ____ day of _____, 2022, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT. The City grants to Licensee permission to use the property, located within the right-of-way of Crystal Falls Parkway in Lot 5 of the Crystal Village Phase 1, Leander, Texas (the “Subdivision”), shown in Exhibit “A” attached hereto and incorporated herein for all purposes (the “licensed property”), for the following purposes only:

- (1) the installation of landscaping;
- (2) the installation of an irrigation system for the landscaping; and
- (3) the repair, maintenance and replacement of the landscaping and irrigation system, within right-of-way of Crystal Falls Parkway shown on Exhibit "A" hereto. The landscaping and irrigation are sometimes collectively referred to herein as the “improvements”.

The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

Licensee agrees that all construction installation and maintenance permitted by this Agreement shall be done in compliance with plans and specifications approved in writing by the City Engineer and all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.

Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the improvements permitted under this Agreement.

II. ANNUAL FEE. No annual fee shall be due in connection with this License Agreement.

III. CITY'S RIGHT TO LICENSED PROPERTY. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensee, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property. The uses of the licensed property are subject to the City's right to interfere with or destroy Licensee's use of the licensed property, or any property or the improvements placed thereon or therein by Licensee, if such use or action is determined necessary by the City.

Notwithstanding any provision of this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time and without notice, and assuming no obligation to Licensee, to remove any of the improvements or alterations thereof whenever such removal is deemed

necessary for: (a) exercising the City's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety.

IV. INSURANCE. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the city and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The City may require the Licensee to increase the combined single limit of such coverage from time to time in the discretion of the City. Such insurance coverage shall specifically name the City as an additional-insured. The insurance shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each such policy shall be delivered to the City Manager of City on or before the Licensee's use or occupancy of the licensed property.

Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the Licensee's construction, maintenance or use of the licensed property. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses (i) for which the City shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. CONDITIONS.

- A. Licensee's Responsibilities. Licensee will be responsible for any and all damage to or relocation of existing facilities. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City, or of others, that is damaged by or on behalf of Licensee as a result of activities under this Agreement.
- B. Maintenance. Licensee shall maintain the licensed property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense. Further, the City may require Licensee to take action to maintain the licensed property including, but not limited to, the removal of dead or dying vegetation. Such removal shall be completed within thirty (30) days following receipt of a written request from the City.
- C. Removal or Modification. Licensee agrees that removal or modification of any of the improvements now existing or to be later placed on the licensed property shall be a Licensee's expense. Provided the City has given prior written approval of the plans and specifications for the improvements, said removal or modification shall be at Licensee's

sole discretion.

- D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may perform the work or contract for the completion of the work. Licensee agrees to pay within thirty (30) days of written demand by the City, all reasonable costs expenses incurred by the City in completing the work.

Licensee Address

QT SOUTH, LLC
Attn: Michael Z. Ward
2007 Sam Bass Road, Suite 100
Round Rock, Texas 78681
Williamson County

City Address

City of Leander
Attn: City Manager
P.O. Box 319
Leander, Texas 78641
Williamson County

VII. COMMENCEMENT AND TERMINATION BY ABANDONMENT. This Agreement shall begin with the effective date and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for the purposes set forth in this Agreement, this Agreement shall expire and terminate, as to the portion or portions abandoned, following thirty (30) days written notice by the City to the Licensee or by Licensee to the City. If all or a part of the licensed property is abandoned by Licensee, the City shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made, and shall have the right to enter on the licensed property and terminate the rights of Licensee, its successors and assigns hereunder, to the abandoned part of the licensed property. All installations of Licensee on a portion of the licensed property that is abandoned shall be deemed property of the City unless removed with the consent of the City.

VIII. TERMINATION.

- A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee terminates, then it shall remove all installations that it made from the licensed property within the thirty day notice period, at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.
- B. Termination by City. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:
1. The improvements, or a portion of them, interfere with the City's right-of-way;
 2. Use of the licensed property becomes necessary for a public purpose;

3. The improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration, repair or maintenance;
4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to the insurance requirements specified herein.

If Licensee abandons or fails to maintain the licensed property, and the City receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all of the improvements and collect from Licensee the City's actual expenses incurred in connection therewith.

IX. EMINENT DOMAIN. If eminent domain is exerted on the licensed property the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and the improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

X. INTERPRETATION. This Agreement shall, in the event of any dispute over its intent, meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for or against either party.

XI. APPLICATION OF LAW. This Agreement shall be governed by the laws of the state of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

XII. VENUE. Venue for all lawsuits concerning this Agreement will be in the Williamson County, Texas.

XIII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

XIV. ASSIGNMENT. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

TERMS AND CONDITIONS ACCEPTED, this the ____ day of _____, 20__.

LICENSOR: CITY OF LEANDER, TEXAS

By: _____
Name: _____
Title: City Manager

LICENSEE: QT SOUTH, LLC

By: Michael Z. Ward
Name: Michael Z. Ward
Title: Real Estate Manager

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

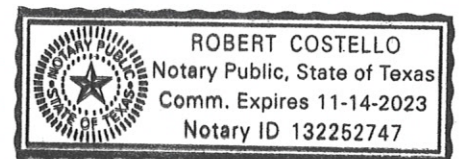
This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, City Manager for the City of Leander, Texas, on behalf of the City.

Notary Public – State of Texas

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 21 day of JUNE, 2022, by MICHAEL Z. WARD, Real Estate Manager of QT South, LLC, a Texas Limited Liability Company, on behalf of said entity.

Robert Costello
Notary Public – State of Texas

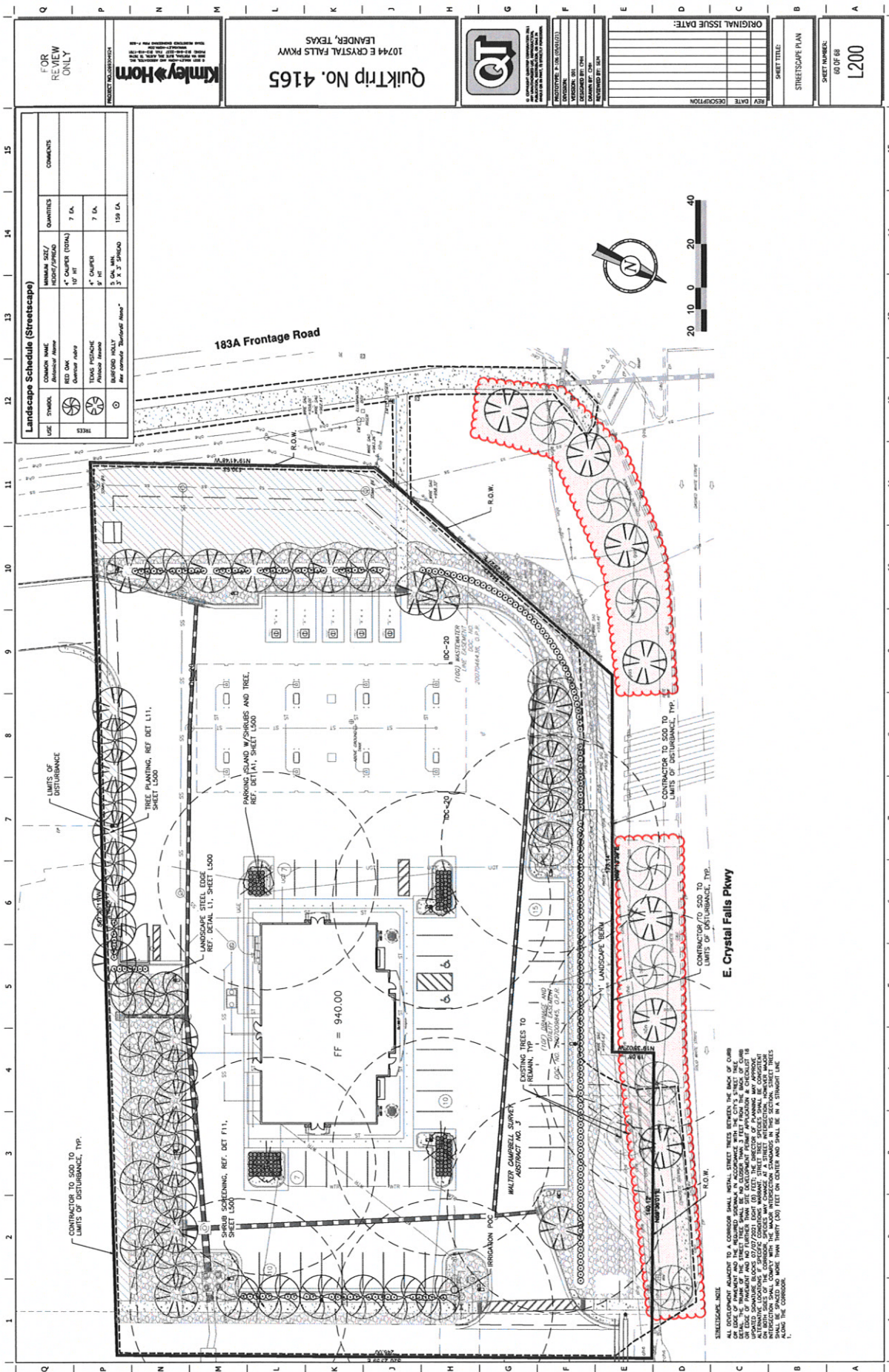


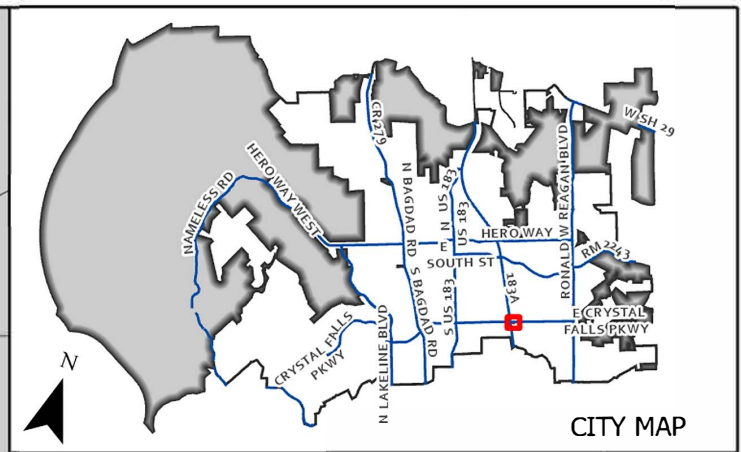
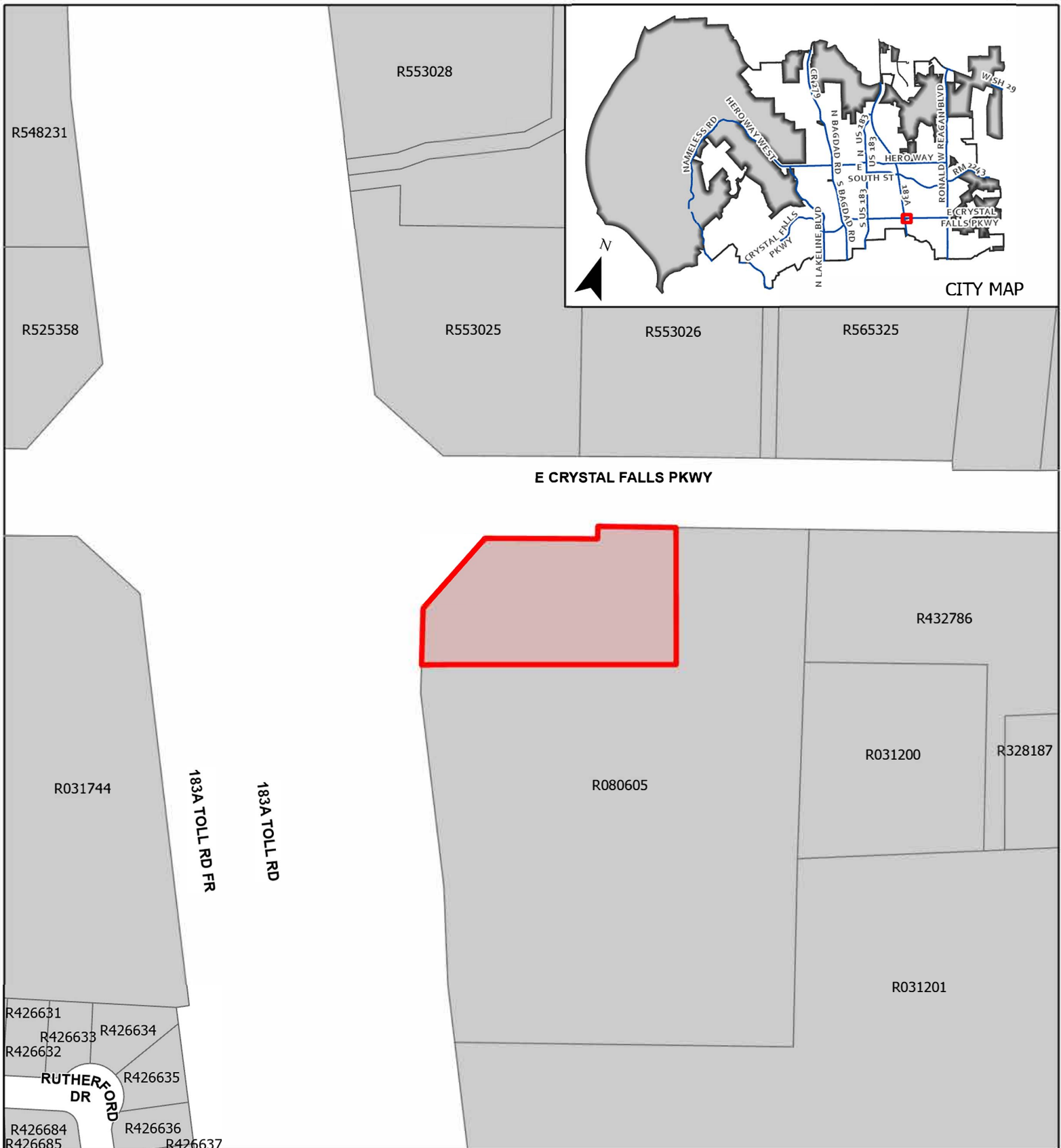
AFTER RECORDING RETURN TO:

City of Leander
Attn: City Secretary
P. O. Box 319
Leander, Texas 78646-0319

EXHIBIT “A”

EXHIBIT A

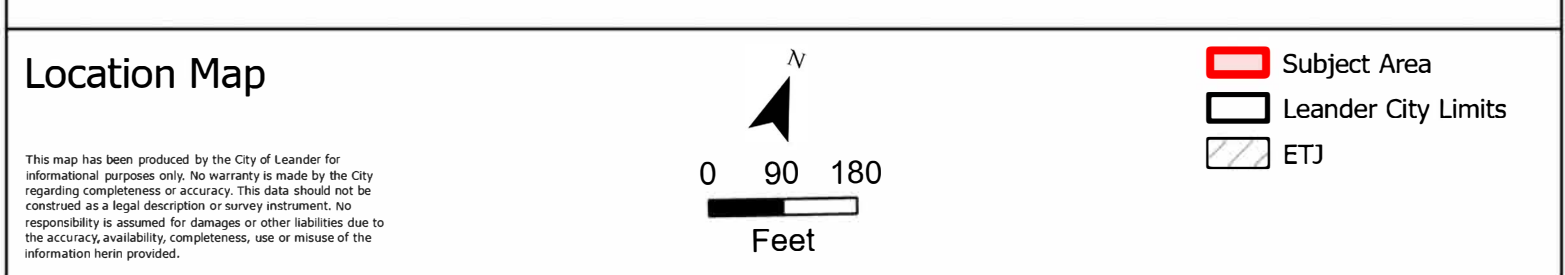




CASE: 22-LA-003

ATTACHMENT #2

QUIKTRIP # 4165
LICENSE AGREEMENT





QuikTrip® Corporation

AUSTIN DIVISION
2007 Sam Bass Rd
Suite 100
Round Rock, TX 78681
(512) 574-5701

David Meyer, Jr.
Real Estate Project Manager

May 16, 2022

City of Leander

PO Box 319

Leander, TX 78646

Attn: Planning Department

RE: License Agreement for Streetscape Trees (Subdivision: Crystal Village Phase One)

Dear Planning Department,

QT South, LLC would like to request to enter into a License Agreement with the City of Leander for the planting of streetscape trees within the ROW. The plantings will be within the E Crystal Falls Pkwy ROW near the 183A & E Crystal Falls Pkwy intersection (see attached exhibit for placement).

Respectfully,

A handwritten signature in blue ink, appearing to read 'D. Meyer, Jr.', with a stylized flourish at the end.

David Meyer, Jr.
Real Estate Project Manager- QuikTrip Corp.
 A Fortune 100 *"Best Companies to Work For"*
2007 Sam Bass Rd
Suite 100
Round Rock, TX 78681
(704) 604-3475 - Direct Line
dmeyerjr@quiktrip.com - Email



EXECUTIVE SUMMARY
07/21/2022

AGENDA SUBJECT:

Conduct a Public Hearing regarding Comprehensive Plan Case 22-CPA-003 to amend Transportation Master Plan to change the classification of CR 267 between Kauffman Loop and Bar W Ranch Blvd from an arterial class roadway to a collector class roadway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case 22-CPA-003 as described above.

BACKGROUND:

This request is the final step in the Comprehensive Plan Amendment process.

HISTORY/TIMELINE:

05/06/2021 Transportation Master Plan was adopted

07/14/2022 Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

The Planning & Zoning Commission unanimously recommended approval of the request during the July 14, 2022 meeting.

PRESENTER:

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

Attachments

1. Planning Analysis
2. Current Future Land Use Map
3. Proposed Future Land Use
4. Notification Map
5. Aerial Map
6. Letter of Intent
7. Ordinance



PLANNING ANALYSIS

COMPREHENSIVE PLAN AMENDMENT CASE 21-CPA-003 CR 267 ROADWAY RECLASSIFICATION

GENERAL INFORMATION

Owner/Agent:	The City of Leander
Current Roadway Classification:	Arterial 4 Lane
Proposed Roadway Classification:	Non-Residential Collector
Current Future Land Use Category:	Neighborhood Residential and Activity Center
Size and Location:	CR 267 is located between Kauffman Loop & Larkspur Park Blvd/Bar W Ranch Blvd
Staff Contact:	Justin Hunt, Planner

APPLICANT REQUEST

The City of Leander is initiating an amendment to the Comprehensive Plan to propose a change to the Thoroughfare Map and reclassify CR 267, located between Kauffman Loop and Larkspur Park Blvd/Bar W Ranch Blvd, from an arterial to a collector class roadway.

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

The Transportation Master Plan was adopted in 2021. This adoption included identifying CR 267 as an arterial class roadway which requires one hundred (100') feet of ROW. The overall Bar W Ranch West subdivision concept plan and several preliminary plats were already in process. This change impacts the western development of Bar W Ranch West. In addition, there are existing residential lots that have been platted on the west side of CR 267 that are not within the City's jurisdiction. It will be challenging to acquire began the preliminary plat process before the adoption of the 2020 Comprehensive Plan, and multiple phases have already been approved.

SITE INFORMATION:**ABUTTING ZONING AND LAND USE:**

	ZONING	LAND USE
NORTHWEST	SFR-2-B & SFE-2-B	Bonnet Tract Subdivision
WEST	Residential	Larkspur Subdivision (Liberty Hill)
SOUTH	ETJ	Future Residential- Undeveloped
EAST	ETJ	Proposed Bar W preliminary

SURROUNDING AREA:

CR 267 is located between Kauffman Loop and Larkspur Park Blvd/Bar W Ranch Blvd.

PHYSICAL AND NATURAL FEATURES:

Starting from Kauffman Loop CR 267 drops in elevation approximately 135' as it reaches the future extension of Larkspur Park Blvd/Bar W Ranch Blvd.

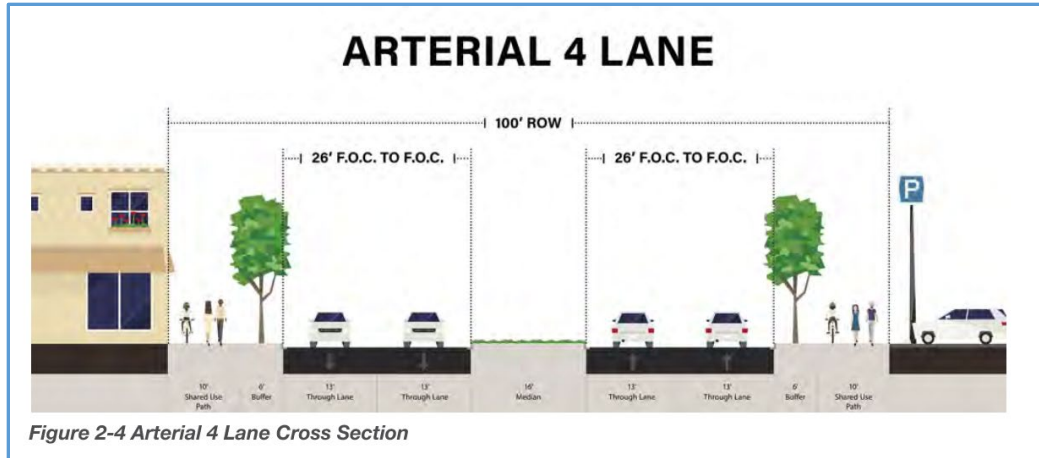
ROADWAY HISTORY:

This Roadway was included in the 2020 Comprehensive plan update, under the thoroughfare map as a proposed arterial.

TRANSPORTATION PLAN REQUIREMENTS:

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

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
CR 267	Collector	Non- Residential Collector	74' ROW 6' Sidewalk on both sides



EXISTING UTILITIES:

A 12" waterline is running along CR 267 between Kauffman Loop and the entrance of Bonnet Tract subdivision n as shown in Figure 1.

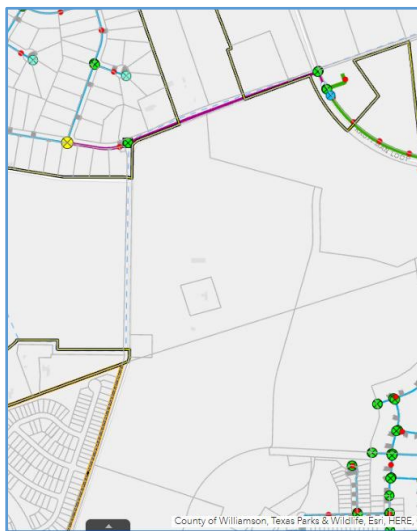


Figure 1

An 18" wastewater line is located Larkspur Park Blvd/Bar W Ranch Blvd, and an 8" line located at the entrance for Bonnet Tract as shown in Figure 2.

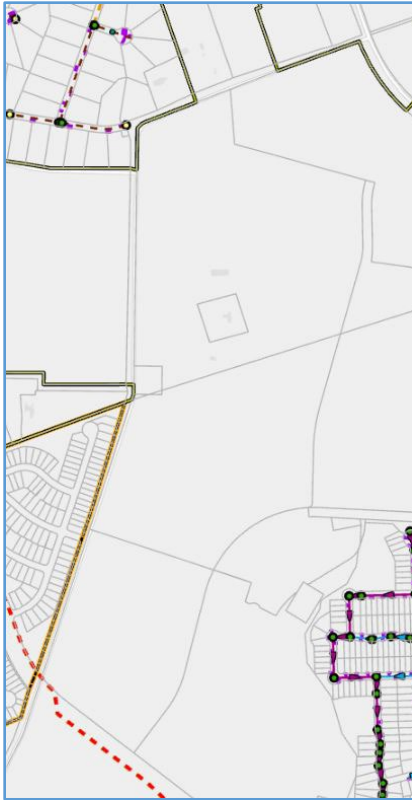


Figure 2

COMPREHENSIVE PLAN: PROPOSED ROADWAY CLASSIFICATION:

Applicable Comprehensive Plan goal statements

- Ensure a connected, balanced network of streets and prioritize timely improvements through managed planning systems.

Applicable Roadway Classification:

COLLECTOR ROADWAY

A street which collects traffic from local streets and serves as the most direct route to an arterial street and meeting the standards of the Transportation Criteria Manual.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

This proposal was reviewed by all applicable departments within the City of Leander.

SCHEDULE:

DEVELOPMENT MEETING

A development meeting was not required for this project.

NOTIFICATION

06/23/2022 - Public Notice on Hill Country News
06/29/2022 - Mail Notification to Property Owners within 200'
06/29/2022 - Public Hearing Signage Posted on Property
07/14/2022 - Planning and Zoning Commission Public Hearing
07/21/2022 - City Council Public Hearing & First Reading of the Ordinance
08/04/2022 - City Council Second & Final Reading of the Ordinance

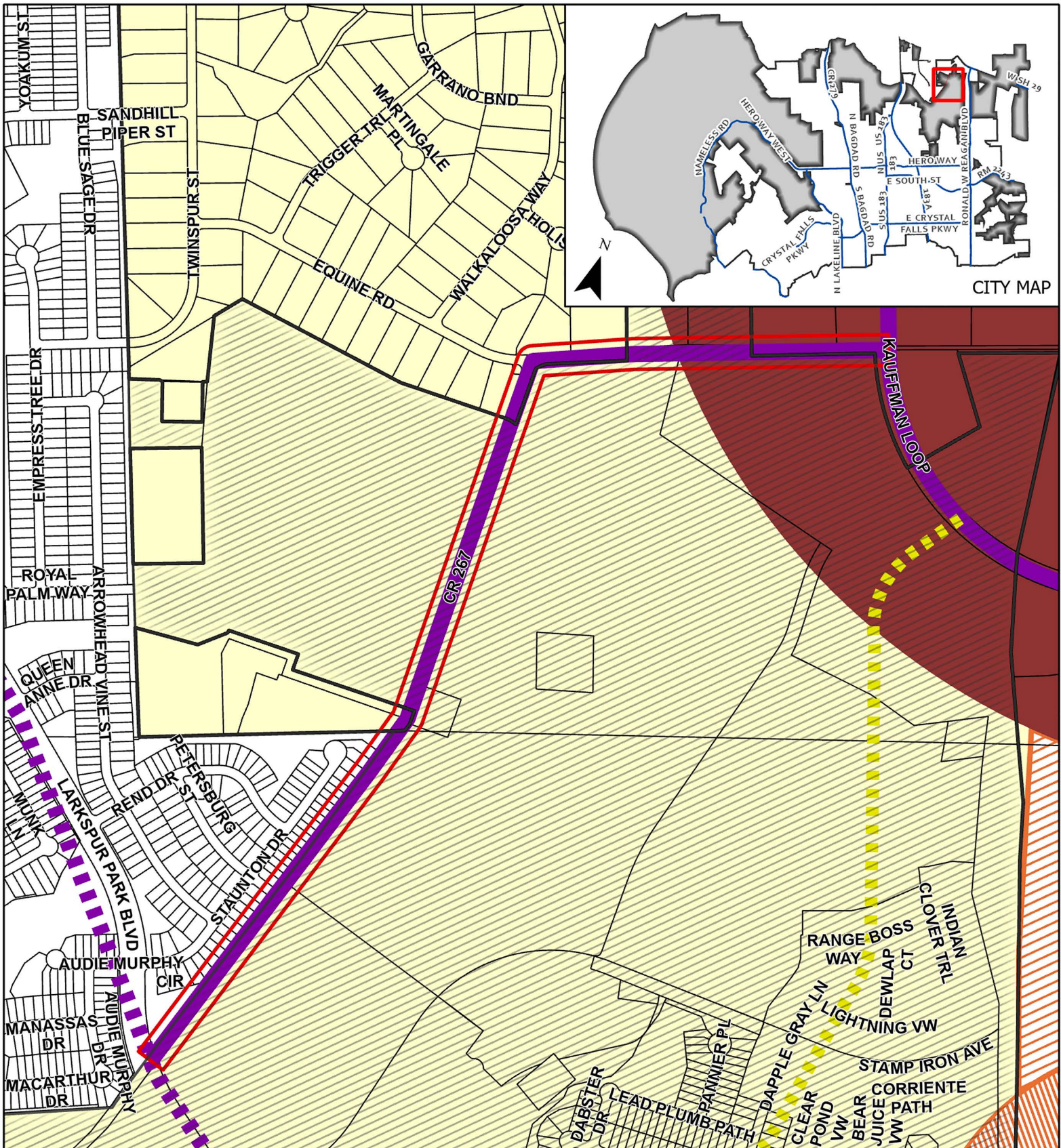
PUBLIC NOTIFICATION:

The City mailed notifications to all property owners within 200' of the subject roadway.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

Since the adoption of the 2021 Transportation Master Plan, staff has received applications for development along CR 267. The Plan calls for a one-hundred (100') right-of-way for this arterial. This classification would call for dedication from the property owners on each side of CR 267 to dedicate their portion of the right-of-way. There is an established neighborhood to the west and a planned neighborhood to the east that would make it challenging to obtain the required right-of-way. In addition, arterials are intended to carry large volumes of traffic and provide connections between large areas of the city. In this case, CR 267 only extends between Kauffman Loop and Larkspur Park Blvd/Bar W Ranch Blvd. The reclassification of CR 267 to a collector meets the intent of the comprehensive plan.



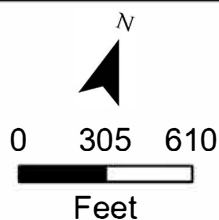
CASE: 22-CPA-003

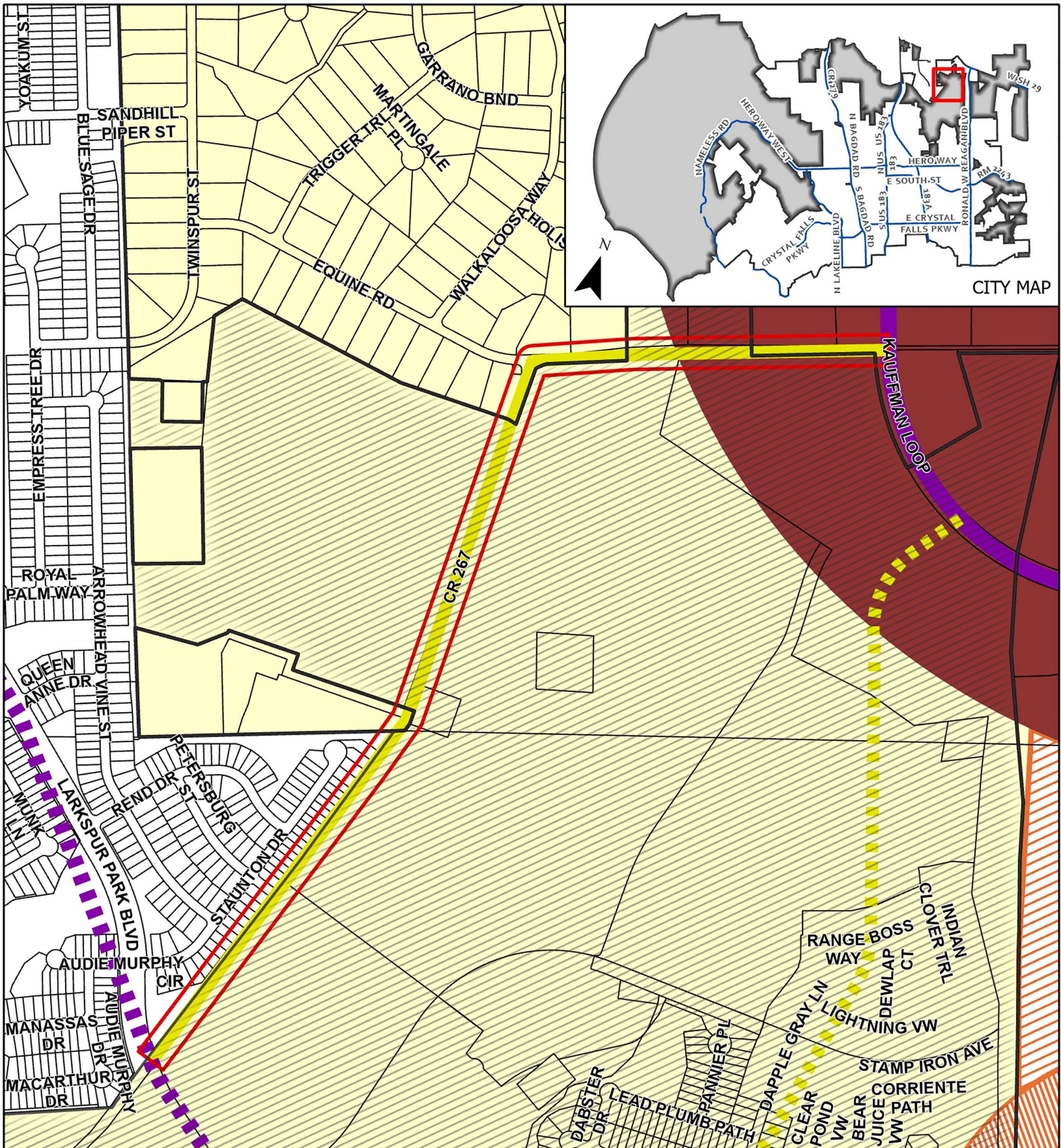
ATTACHMENT 2

CR 267 RECLASSIFICATION

Future Land Use Map

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





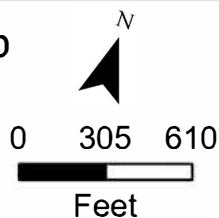
CASE: 22-CPA-003

ATTACHMENT 3

CR 267 RECLASSIFICATION

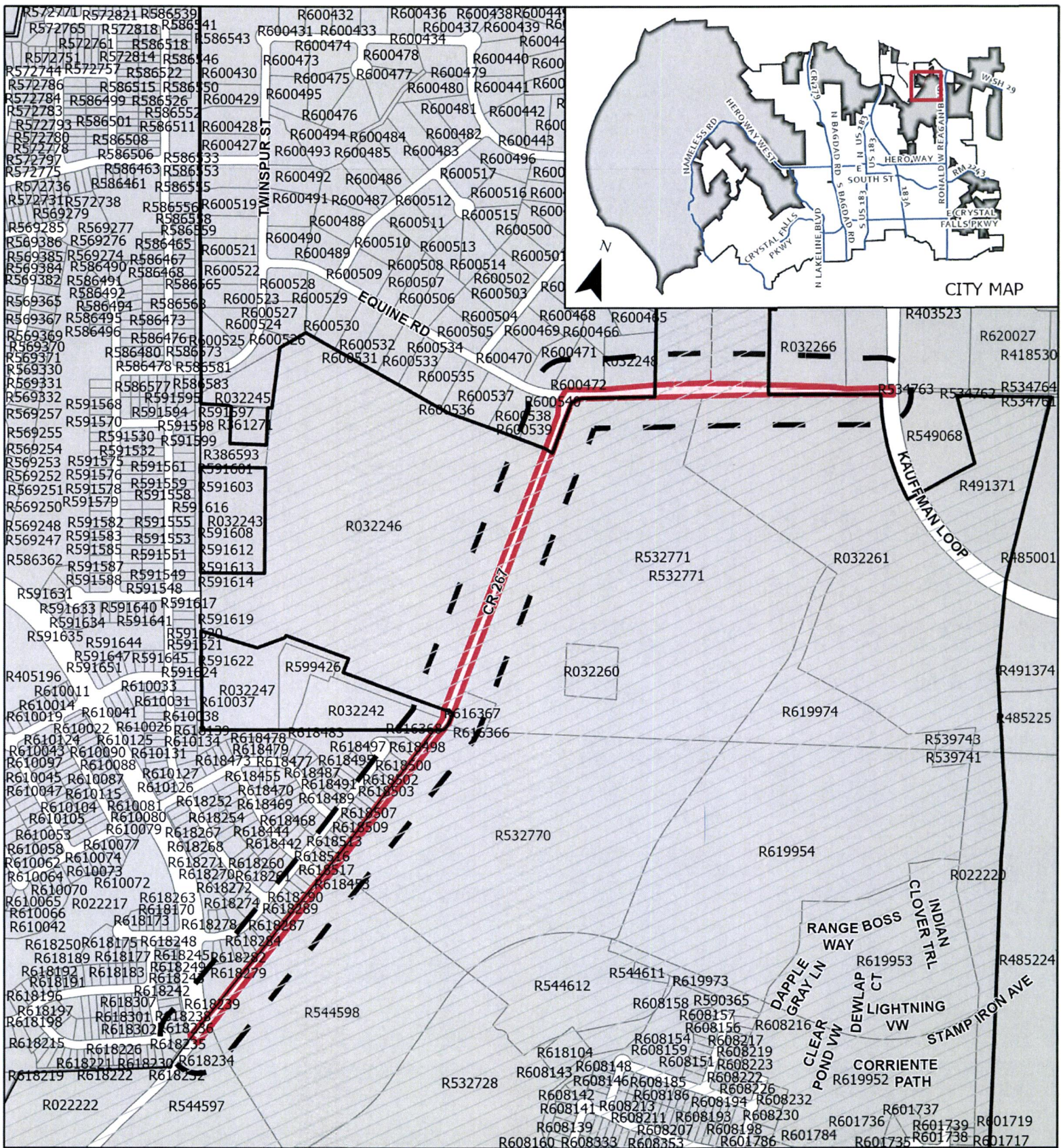
Proposed Future Land Use Map

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- Leander City Limits
- Leander ETJ
- Proposed Reclassification
- Access Controlled, Existing
- Arterial 4 Lane, Existing
- Collector, Existing
- Arterial 4 Lane, Proposed

- Collector, Proposed
- Future Land Use**
- Neighborhood Residential
- Multi-Use Corridor - Priority Corridor
- Neighborhood Center - Priority Corridor
- Activity Center



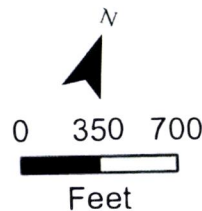
CASE: 22-CPA-003

ATTACHMENT 4

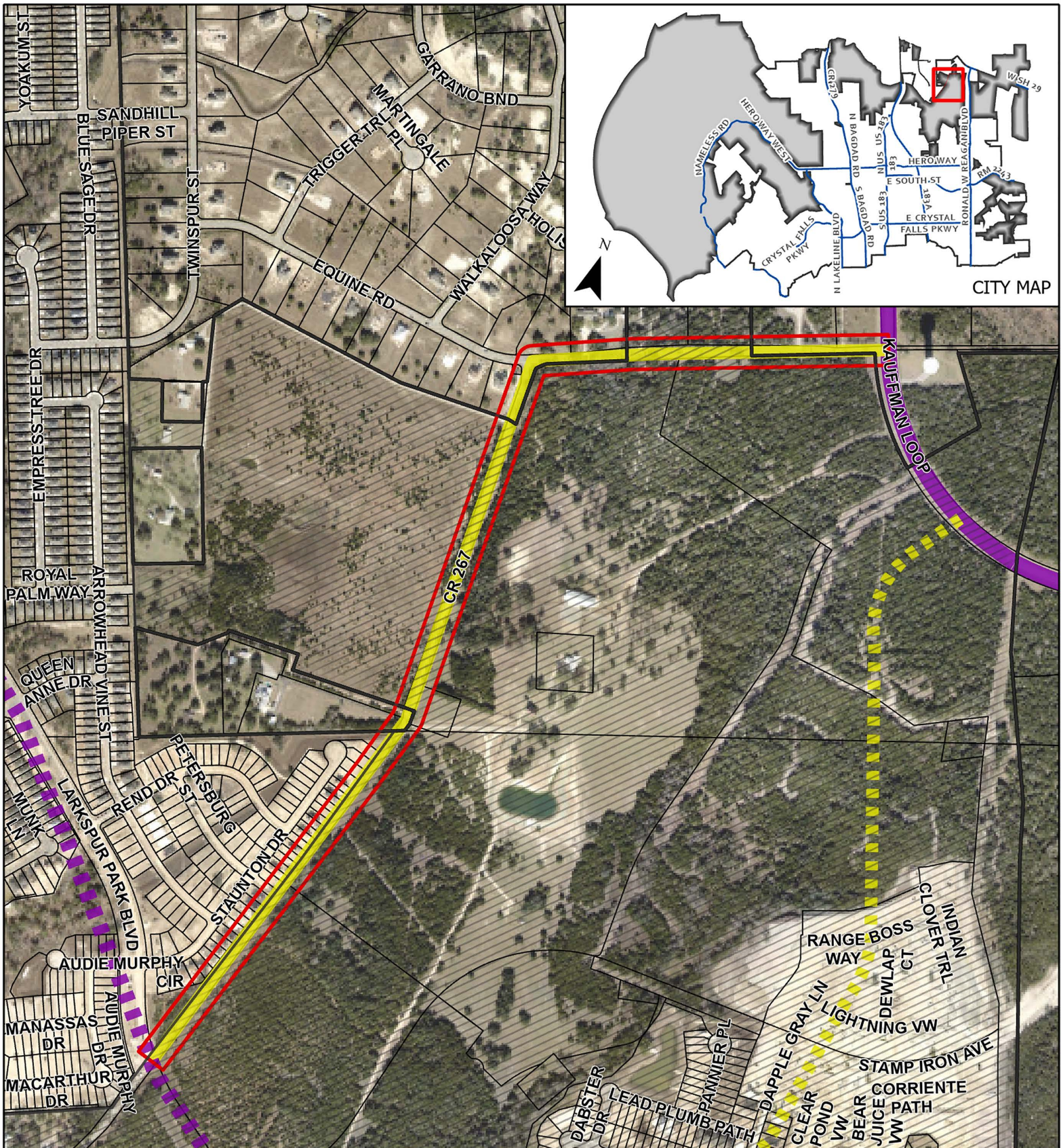
CR 267 RECLASSIFICATION

Location Map

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- Subject Area
- 200' Buffer
- Leander City Limits
- ETJ



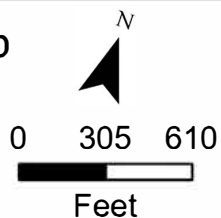
CASE: 22-CPA-003

ATTACHMENT 5

CR 267 RECLASSIFICATION

Proposed Future Land Use Map

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



- | | |
|-----------------------------|---------------------------|
| Leander City Limits | Arterial 4 Lane, Existing |
| Leander ETJ | Collector, Existing |
| Proposed Reclassification | Arterial 4 Lane, Proposed |
| Access Controlled, Existing | Collector, Proposed |



June 23, 2022

City of Leander
Development Services Department
PO Box 319
Leander, Texas 78646

Via E-Mail

Re: Letter of intent regarding an amendment to the Thoroughfare Map to reclassify CR 267

To whom it may concern:

The City of Leander has initiated an amendment to the Comprehensive Plan to propose a change to the Thoroughfare Map to reclassify CR 276 between Kauffman Loop and Larkspur Park Blvd/Bar W Ranch Blvd from an arterial to a collector class roadway.

Since the adoption of the 2021 Transportation Master Plan, staff has received applications for development along CR 276. The Plan calls for a one-hundred (100') right-of-way for this arterial. This classification would call for dedication from the property owners on each side of CR 276 to dedicate their portion of the right-of-way. There is an established neighborhood to the west and a planned neighborhood to the east that would make it challenging to obtain the required right-of-way. In addition, arterials are intended to carry large volumes of traffic and provide connections between large areas of the city. In this case, CR 276 only extends between Kauffman Loop and Larkspur Park Blvd/Bar W Ranch Blvd.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Justin Hunt
Planner
512-528-2751
jhunt@leandertx.gov



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE THOROUGHFARE MAP; PROVIDING AN OPEN MEETINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, it is necessary and reasonable for the City of Leander, Texas, a Texas home-rule municipality, (herein the “City”) to update its Transportation Plan for the City, which facilitates the adequate provision of transportation, to lessen congestion in the streets, secure its citizens and visitors from fire, panic and other dangers, and promote the general health and welfare;

WHEREAS, the City in anticipation of growth and expansion desires to plan for the orderly and efficient growth of the City;

WHEREAS, after review, inquiry and the opportunity for citizen participation at public hearings and an opportunity for the Planning and Zoning Commission to review and provide a recommendation on the proposed amendments to the Transportation Plan, the City Council has found the adoption of the Transportation Plan hereinafter set forth and listed in this Ordinance is reasonable and necessary for the public health, safety, morals and welfare.

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

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

SECTION 2. Transportation Plan Updated. The City Council hereby updates the Transportation Plan of the City of Leander (the “Plan”) which includes the Thoroughfare Map (the “Map”) that is spread upon the minutes of this meeting and as shown in the attached Exhibit A. The Plan and Map shall be kept in the office of the Planning Department Secretary and shall be available for public inspection during normal office hours.

SECTION 3. Conflict with Austin Transportation Criteria Manual. In the event of a conflict between the Austin Transportation Criteria Manual adopted by the City and the Plan or the Maps, the Plan and/or the Maps shall control.

SECTION 4. Amendment of Conflicting Ordinances. The City of Leander Transportation Plan and Thoroughfare Map previously adopted by Ordinance No. 22-051-00 are hereby amended to read as set forth in the Transportation Plan and Thoroughfare Map spread upon the minutes of this meeting. The City of Leander Comprehensive Plan, all ordinances and parts of ordinances, and all resolutions and parts of resolutions in conflict with this Ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code, ordinance, or plan of the City, the terms and provisions of this Ordinance shall govern.

SECTION 5. Savings. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting the Transportation Plan or the Thoroughfare Map 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 6. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

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

PASSED AND APPROVED on this the 21st day of July, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
07/21/2022

AGENDA SUBJECT:

Conduct a Public Hearing regarding Subdivision Case 22-CP-003 to adopt the Borho aka Barksdale Concept Plan on one parcel of land approximately 44 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031542; generally located north on Journey Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case 22-CP-003 as described above.

BACKGROUND:

This request is the first step in the subdivision process. Pursuant to Section 212.005 of the Texas Local Government Code, approval by municipality is required since the concept plan satisfies the applicable regulations without requesting any variances.

HISTORY/TIMELINE:

12/16/2021 Zoning Approved
07/14/2022 Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

SEC Planning, LLC (Peter Verdicchio, PLA) on behalf of M/I Homes of Austin, LLC (William G Peekman).

RECOMMENDATION:

The proposal includes 25.9 acres of residential, and 3.5 acres of parkland. Staff recommends approval of this request. The Planning & Zoning Commission unanimously recommended approval of the request during the July 14, 2022 meeting.

PRESENTER:

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

Attachments

1. Concept Plan
2. Location Exhibit

BARKSDALE

CONCEPT PLAN

22-CP-003

PROJECT INFORMATION

PROPERTY OWNER:

MI HOMES OF AUSTIN, LLC
7600 N CAPITAL OF TEXAS HWY, BLDG C | 250
AUSTIN, TX 78731
512.368.8420

PROJECT ENGINEER:

KIMLEY HORN - 10814 Jollyville Road Campus IV, Suite 200 Austin, TX 78759 - 512.559.4834

PROJECT SURVEYOR:

KIMLEY HORN - 10814 Jollyville Road Campus IV, Suite 200 Austin, TX 78759 - 512.559.4834

PROJECT AGENT:

SEC PLANNING, LLC - 4201 W. PARMER LANE, STE 220, AUSTIN, TX- 512.246.7003

SUBMITTAL DATE:

FEBRUARY 01, 2022

ZONING:

SFC-2-A - SINGLE FAMILY COMPACT
SFU-2-A - SINGLE FAMILY URBAN

FUTURE LAND USE CATEGORY:

NEIGHBORHOOD RESIDENTIAL & GREENWAY

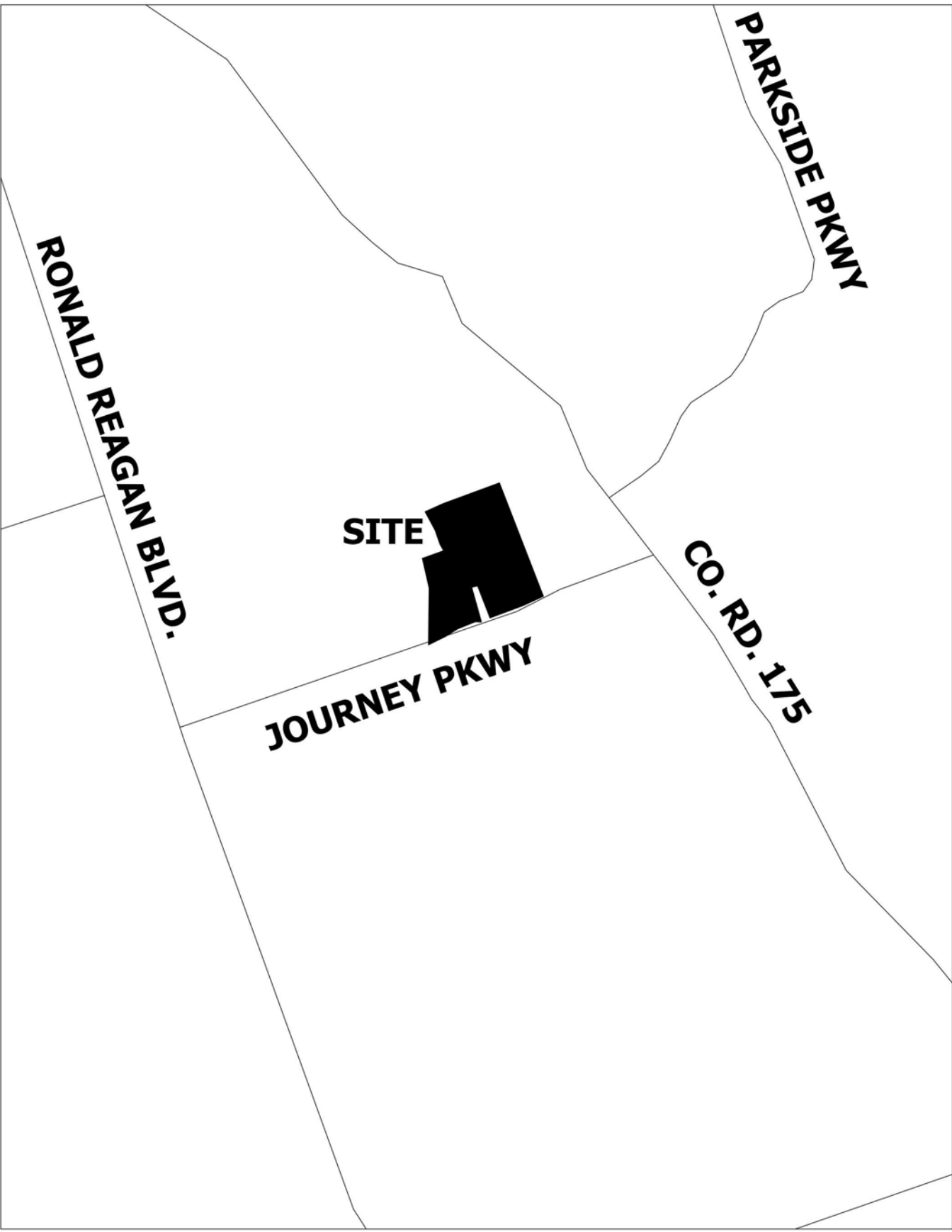
INDEX OF SHEETS

SHEET TITLE	REVISED SHEETS
COVER	1
CONCEPT PLAN	2
PHASING PLAN	3
PARKS PLAN	4

ZONING DISTRICTS	ACREAGE	UNITS
SFU - 2 - A RESIDENTIAL	12.1 ACRES	41 UNITS
SFC - 2 - A RESIDENTIAL	31.9 ACRES	62 UNITS
RESIDENTIAL TOTAL	44.0 ACRES	103 UNITS

LAND USE	ACREAGE	UNITS
RESIDENTIAL	25.9 ACRES	103 UNITS
FLOODPLAIN	14.6 ACRES	
PARKLAND	3.5 ACRES	
TOTAL	44.0 ACRES	103 UNITS

PARCEL	PHASE	APRX. LUE'S	APRX. TRIPS
1	1(2022)	54	517
2	2(2023)	49	469



LOCATION KEY

SCALE: 1" = 2000'



SEC Planning, LLC

Austin, Texas

LAND PLANNING
LANDSCAPE ARCHITECTURE
COMMUNITY BRANDING

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Building A, Suite 220
Austin, TX 78727
T 512.246.7003
F 512.246.7703
www.secplanning.com
Email : info@secplanning.com

Project No. : 210154-MIHO

Issue	Revision
1 FILING DATE 02/01/2022	1
2 CITY COMMENTS #1 03/15/2022	2
3 CITY COMMENTS #2 04/12/2022	3
4 CITY COMMENTS #3 05/17/2022	4
5 CITY COMMENTS #4 06/07/2022	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12

DRAWN BY: JJ

REVIEWED BY: PV

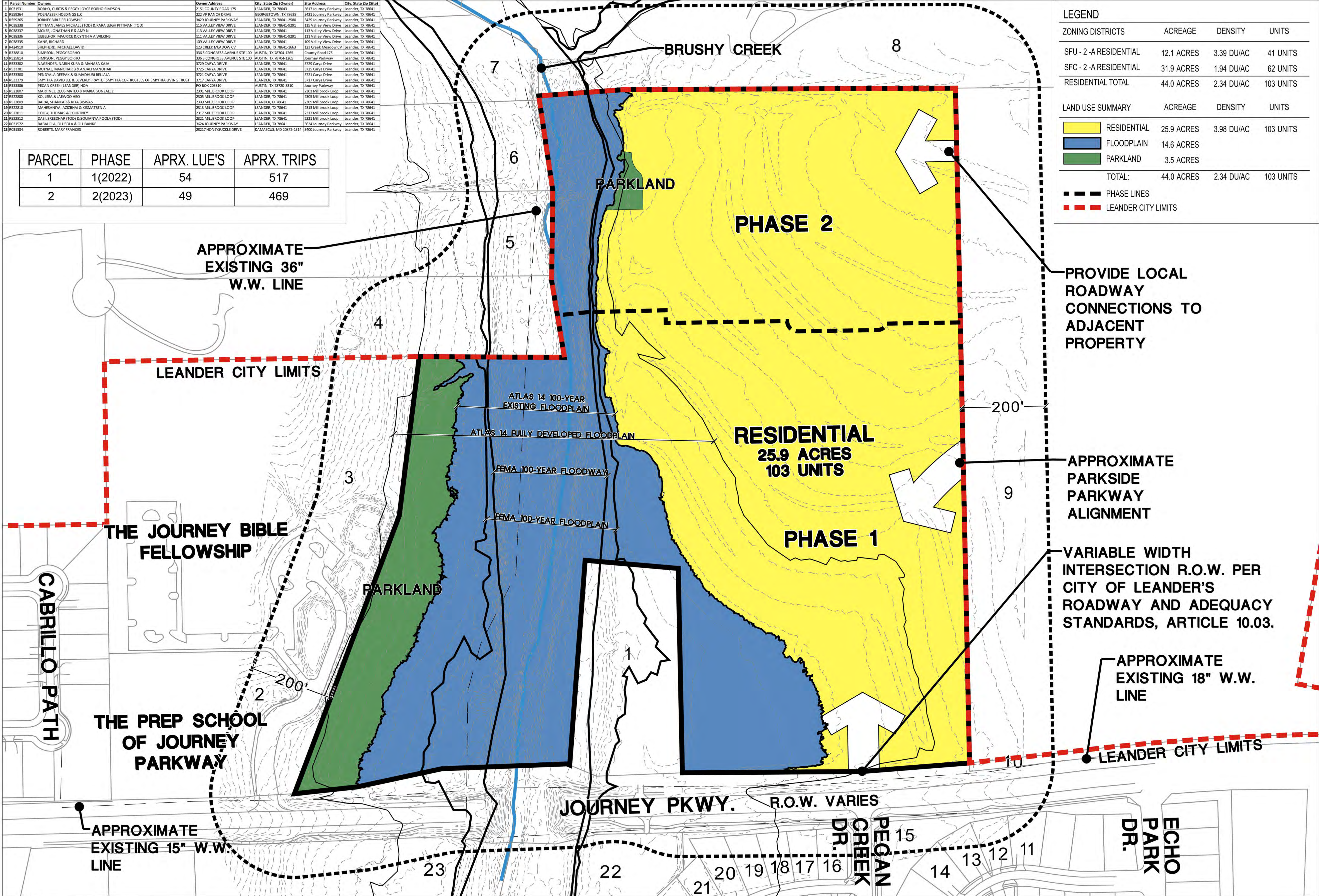
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1 OF 4

Drawing Path :
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Sheet_2022-06-07.dwg

#	Parcel Number	Owners	Owner Address	City, State Zip (Owner)	Site Address	City, State Zip (Site)
1	R031531	BORHO, CURTIS & PEGGY JOYCE BORHO SIMPSON	2153 COUNTY ROAD 175	LEANDER, TX 78641	3429 Journey Parkway	Leander, TX 78641
2	R559265	POLNASZEK HOLDINGS LLC	222 VP RANCH DRIVE	GEORGETOWN, TX 78628	3429 Journey Parkway	Leander, TX 78641
3	R559265	JORNEY BIBLE FELLOWSHIP	3429 JOURNEY PARKWAY	LEANDER, TX 78641-2580	3429 Journey Parkway	Leander, TX 78641
4	R038158	PITTMAN JAMES MICHAEL (TOD) & KARA LEIGH PITTMAN (TOD)	115 VALLEY VIEW DRIVE	LEANDER, TX 78641-9291	115 Valley View Drive	Leander, TX 78641
5	R038337	NOCKE, JONATHAN L & AMY R	113 VALLEY VIEW DRIVE	LEANDER, TX 78641	113 Valley View Drive	Leander, TX 78641
6	R038336	LEBELHOR, MAURICE & CYNTHIA A WILKINS	111 VALLEY VIEW DRIVE	LEANDER, TX 78641-9293	111 Valley View Drive	Leander, TX 78641
7	R038335	KANE, RICHARD	109 VALLEY VIEW DRIVE	LEANDER, TX 78641	109 Valley View Drive	Leander, TX 78641
8	R4249102	SHEPHERD, MICHAEL DAVID	123 CREEK MEADOW CV	LEANDER, TX 78641-1663	123 Creek Meadow CV	Leander, TX 78641
9	R338810	SIMPSON, PEGGY BORHO	336 S CONGRESS AVENUE STE 300	AUSTIN, TX 78704-1265	County Road 175	Leander, TX 78641
10	R525814	SIMPSON, PEGGY BORHO	336 S CONGRESS AVENUE STE 300	AUSTIN, TX 78704-1265	Journey Parkway	Leander, TX 78641
11	R533382	NAGENDER, NARIN KUMA & NMANSA KAJA	3729 CARYA DRIVE	LEANDER, TX 78641	3729 Carya Drive	Leander, TX 78641
12	R533381	MUTNAL, MANOHAR B & ANJALI MANOHAR	3725 CARYA DRIVE	LEANDER, TX 78641	3725 Carya Drive	Leander, TX 78641
13	R533380	PENDAYALA DEEPAK & SUMADHURI BELLALA	3721 CARYA DRIVE	LEANDER, TX 78641	3721 Carya Drive	Leander, TX 78641
14	R533379	SMYTHIA DAVID LEE & RIVERLY FRAYETTE SMYTHIA CO-TRUSTEES OF SMYTHIA LIVING TRUST	3717 CARYA DRIVE	LEANDER, TX 78641	3717 Carya Drive	Leander, TX 78641
15	R533386	PICCAN CREEK (LEANDER) HOA	901 R02 203310	AUSTIN, TX 78725-3310	Journey Parkway	Leander, TX 78641
16	R522807	MARTINEZ, ZELU MATEO & MARIA GONZALEZ	2301 MILLBROOK LOOP	LEANDER, TX 78641	2301 Millbrook Loop	Leander, TX 78641
17	R522808	KO, LEEA & JAEWOOD HEO	2305 MILLBROOK LOOP	LEANDER, TX 78641	2305 Millbrook Loop	Leander, TX 78641
18	R522809	BARAL, SHANKAR & RITA BISWAS	2309 MILLBROOK LOOP	LEANDER, TX 78641	2309 Millbrook Loop	Leander, TX 78641
19	R522810	MAHESANTHA, AZIZBHAI & KISMATREN A	2313 MILLBROOK LOOP	LEANDER, TX 78641	2313 Millbrook Loop	Leander, TX 78641
20	R522811	COLBY, THOMAS & COURTNEY	2317 MILLBROOK LOOP	LEANDER, TX 78641	2317 Millbrook Loop	Leander, TX 78641
21	R522812	DASI, SREEDHAR (TOD) & SOUMANYA POOLA (TOD)	2321 MILLBROOK LOOP	LEANDER, TX 78641	2321 Millbrook Loop	Leander, TX 78641
22	R031572	BARALOLA, OLUSOLA & OLUBANKE	3624 JOURNEY PARKWAY	LEANDER, TX 78641	3624 Journey Parkway	Leander, TX 78641
23	R031534	ROBERTS, MARY FRANCES	28217 HONEYUCKLE DRIVE	DAMASCUS, MD 20872-1314	3400 Journey Parkway	Leander, TX 78641

PARCEL	PHASE	APRX. LUE'S	APRX. TRIPS
1	1(2022)	54	517
2	2(2023)	49	469



LEGEND			
ZONING DISTRICTS	ACREAGE	DENSITY	UNITS
SFU - 2 - A RESIDENTIAL	12.1 ACRES	3.39 DU/AC	41 UNITS
SFC - 2 - A RESIDENTIAL	31.9 ACRES	1.94 DU/AC	62 UNITS
RESIDENTIAL TOTAL	44.0 ACRES	2.34 DU/AC	103 UNITS
LAND USE SUMMARY			
RESIDENTIAL	25.9 ACRES	3.98 DU/AC	103 UNITS
FLOODPLAIN	14.6 ACRES		
PARKLAND	3.5 ACRES		
TOTAL:	44.0 ACRES	2.34 DU/AC	103 UNITS
--- PHASE LINES			
- - - LEANDER CITY LIMITS			



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CONCEPT PLAN
BARKSDALE
LEANDER, TEXAS

E:\210154-MIHO\Cadfiles\PLANNING\Submittals\Concept Plan_2022-06-07.dwg

Issued:
1. Filing Date 02/01/2022
2. City Comments #1 03/15/2022
3. City Comments #2 04/12/2022
4. City Comments #3 05/17/2022
5. City Comments #4 06/07/2022

Revisions:
1. _____
2. _____
3. _____
4. _____
5. _____

Issue Date: 02/01/2022

Drawn By: JJ
Reviewed By: PV

Project No.
210154-MIHO

2 OF 4

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NOTES:

1) A PORTION OF THIS PROPERTY LIES WITHIN THE FEMA FLOODPLAIN FOUND ON FEMA MAP NUMBER 48491C0460F, DATED DECEMBER 20, 2019. THE DEVELOPMENT WILL FOLLOW ALL THE APPLICABLE FEDERAL AND LOCAL FLOODPLAIN REGULATIONS.

2) THE CITY OF LEANDER'S ROADWAY ADEQUACY STANDARDS PER ARTICLE 10.03 SHALL BE MET.

3) TIA LETTER IS NOT REQUIRED SINCE THE PROJECT DOES NOT GENERATE OVER 2,000 DAILY TRIPS. IF ANY LOTS IN THE FUTURE ARE CONVERTED TO COMMERCIAL DEVELOPMENT, TIA REQUIREMENT SHALL BE REVISITED.

4) PARKSIDE PARKWAY WILL BE DEDICATED AS A COLLECTOR ROAD FOLLOWING THE ROADWAY ADEQUACY REQUIREMENTS OUTLINED IN SEC. 10.03.003 OF THE CITY OF LEANDER CODE OF ORDINANCES. JOURNEY PARKWAY

IS AN EXISTING ARTERIAL ROAD. ANY ADDITIONAL RIGHT OF WAY DEDICATION REQUIRED FOR JOURNEY PARKWAY WILL BE DETERMINED AT TIME OF THE PRELIMINARY PLAT.

5) THIS DEVELOPMENT WILL COMPLY WITH THE CITY OF LEANDER'S REQUIREMENTS FOR DEDICATION AND IMPROVEMENTS OF INTERNAL AND ADJACENT THOROUGHFARES AS REQUIRED BY THE CITY OF LEANDER'S

ROADWAY AND ADEQUACY STANDARDS, ARTICLE 10.03.

6) THIS DEVELOPMENT SHALL COMPLY WITH SECTION 49 TITLED "BUFFER ZONES" OF THE CITY OF LEANDER'S SUBDIVISION ORDINANCE.

7) ANY PROPOSED PUBLIC IMPROVEMENTS SHALL COMPLY WITH ARTICLE III OF THE CITY OF LEANDER'S SUBDIVISION ORDINANCE.

FULL SIZE SCALE: 1" = 100'

0 50 100 200 NORTH

OPTION ONE: Land Dedication (3.50 acres per 100 dwelling units) + Park Improvements Fee (\$400 per dwelling unit)

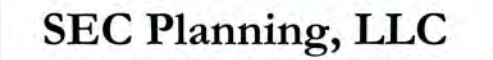
<u>103</u>	/100 x 3.5 =	<u>3.6</u>	<u>10.9*</u>
(number of dwelling units)		(required park acreage)	(proposed park acreage)

<u>103</u>	x \$400 =	<u>\$41,200</u>	<u>\$41,200</u>
(number of dwelling units)		(\$ required park improvements)	(\$ proposed park improvements)

[illegible]

PARCEL	PHASE
1	1 (2022)
2	2 (2023)

 PUBLIC PARKLAND
 FLOODPLAIN
 PHASE LINE
 LEANDER CITY LIMITS
 FUTURE BRUSHY CREEK TRAIL
 EXISTING JOURNEY PARKWAY TRAIL
 BRUSHY CREEK CENTERLINE



**LAND PLANNING
LANDSCAPE ARCHITECTURE
COMMUNITY BRANDING**

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PARK PLAN
BARKSDALE
LEANDER, TEXAS

I:\210154-MIHO\Cadfiles\PLANNING\
Submittals\Park Plan_2022-06-07.dwg

Issued:	
1. Filing Date	02/01/2022
2. City Comments #1	03/15/2022
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4. City Comments #3	05/17/2022
5. City Comments #4	06/07/2022

Revisions:

1. _____

2. _____

3. _____

4. _____

5. _____

Issue Date: 02/01/2022

Drawn By: JJ
Reviewed By: PV

Project No.
210154-MIHO

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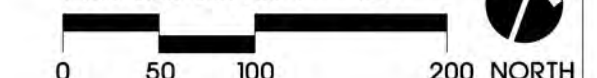
2) TIA LETTER IS NOT REQUIRED SINCE THE PROJECT DOES NOT GENERATE OVER 2,000 DAILY TRIPS. IF ANY LOTS IN THE FUTURE ARE CONVERTED TO

3) THE FEMA 100-YR. FLOODPLAIN FOUND ON FIRM MAP NUMBER 48491C0460F WILL BE USED AS THE CREEK BUFFER DEEMED APPROPRIATE IN SECTION 49(b)(2)(ii) OF THE CITY OF LEANDER SUBDIVISION ORDINANCE.

4) PARKSIDE PARKWAY WILL BE DEDICATED AS A COLLECTOR ROAD FOLLOWING THE ROADWAY ADEQUACY REQUIREMENTS OUTLINED IN SEC.

10.03.003 OF THE CITY OF LEANDER CODE OF ORDINANCES. JOURNEY PARKWAY IS AN EXISTING ARTERIAL ROAD AND MEETS CURRENT DEDICATION REQUIREMENTS.

FULL SIZE SCALE: 1" = 100'





EXECUTIVE SUMMARY
07/21/2022

AGENDA SUBJECT:

Conduct a Public Hearing and consider action regarding Ordinance Case 22-OR-002 to amend the Composite Zoning Ordinance to adopt amendments to the landscape ordinance requirements to promote water conservation, and to provide for related matters; Leander, Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case 22-OR-002 as described above.

BACKGROUND:

This request is the first step in the ordinance process. The City Council adopted the Comprehensive Plan in 2020. The Plan was later updated April 8, 2022 to incorporate the following goal. The City of Leander has concerns about availability of water and water conservation. The purpose in this amendment is to implement updates to the ordinances to promote water conservation.

GOAL #11 UTILITIES – INTEGRATED AND WELL-PLANNED UTILITY INFRASTRUCTURE TO SERVE DESIRED GROWTH

Strategy 11.2 – Prioritize the long-term strategic planning and system health of the water and utilities

Action 11.2.6 – Pursue and implement updates to the ordinances to promote water conservation.

The following updates are included:

1. Add definitions
2. Prohibit turf grass in narrow strips of land
3. Reduce landscaping for non-residential and multi-family
4. Reduce turf requirements for residential
5. Remove landscape requirements for commercial projects when they are not adjacent to residential
6. Update disturbance zone requirements

The Planning & Zoning Commission unanimously recommended to postpone the ordinance amendment and requested that staff update the ordinance to reduce the amount of turf permitted in parkland and modified the overhead door screening requirements.

HISTORY/TIMELINE:

06/23/2022 Planning & Zoning Commission - 1st Public Hearing

07/14/2022 Planning & Zoning Commission - Action

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

The Planning & Zoning Commission unanimously approved the amendment during the July 14, 2022 meeting.

PRESENTER:

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

1. Draft Amendments
2. Ordinance
3. P&Z Draft Minutes

COMPOSITE ZONING ORDINANCE

ARTICLE I - GENERAL

SECTION 6: DEFINITIONS

Decorative Groundcover means associated aggregate materials that are intended to create decorative, pervious or semi-pervious areas within the landscape. Typical materials used as decorative groundcover are: decomposed granite, crushed granite gravel, river rock, pea gravel, tumbled glass and bark mulch. Decorative groundcover shall be shown graphically by a delineated boundary of the area to be covered and an associated call-out that includes the name of the material, depth of material and square footage of area to be covered.

Drip Irrigation means a method of irrigation which is typically installed below ground and consists of porous piping that allows the application of water at a slow and constant rate.

Groundcover means plants, other than turf grasses, that have a growth habit ranging from six (6) inches to eighteen (18) inches in height at maturity and is intended to completely cover an area with no bare earth visible between plants when established.

Xeriscaping is the practice of designing landscapes to reduce or eliminate the need for irrigation. This means xeriscaped landscapes need little or no water beyond what the natural climate provides. The term "xeriscape" is registered trademark of the National Xeriscape Council and means water-conserving, drought-tolerant landscaping.

ARTICLE VI – SITE STANDARDS

SECTION 1: LANDSCAPING, TREE PRESERVATION AND PROTECTION, AND SCREENING REQUIREMENTS

(b) Landscape Requirements.

- (1) Installation: All landscape materials shall be installed and maintained according to generally accepted landscape practices for the region. Low water demanding landscapes, are encouraged and should include plants from the preferred plant list and included in the Grow Green Guide recommended by the Lower Colorado River Authority's Texas Hill Country Landscape Option Specifications, a copy of which is available in the City Planning Department.

-
- (4) Turfgrass.
 - (i) All turfgrass installed shall have summer dormancy capabilities and shall be one of the varieties set forth in the preferred plant list maintained by the Planning

Department or the Grow Green Guide. Buffalo grass, zoysia grass or non-seeding varieties of Bermuda grass are recommended for sunny sections of the landscape.

- (ii) Turfgrass shall be limited to ~~two thirds~~one half (21/2/3) of the lot after subtracting the impervious cover for single-family and two-family lots. Alternative options to turfgrass can include native and adaptive landscape plants as specified in the Grow Green Guide, mulch, crushed granite, Decorative Groundcover, or similar material. No more than fifty (50%) percent of the lot may consist of non-plant material.
- (iii) The maximum landscape that may be planted in turfgrass for the types of development listed in Article VI, Section 1 (b)(9)(i) through (iv) and (vi) below shall be limited to fifty (50%) percent of ~~any the required~~ landscape area.
- ~~(iii)~~(iv) Turf grass shall be prohibited in strips of land less than six (6') feet wide in parking areas or between sidewalks and pavement.
- ~~(iv)~~(v) Turf grass shall be limited to fifty (50%) percent landscape lots, open space lots, greenspace, and Home Owners Association (HOA) lots.

- (7) Any approved ~~Ddecorative aggregate~~Decorative Groundcover or pervious brick pavers shall qualify for up to ten percent (10%) of the required landscaping if contained in planting areas, but no credit shall be given for concrete or other impervious surfaces.

(11) Landscape material requirements:

- (i) Trees and shrubs identified on the preferred plant list and included in the Grow Green Guide, shall be utilized within the required landscaping as described below.
- (ii) At least seventy-five percent (75%) of the planted trees are required to be large trees/shade trees (as defined in the Grow Green Guide), the remaining trees may be small trees or ornamental trees all of which shall be selected from the preferred plant list or Grow Green Guide.
- (iii) Two (2) – ten (10) gallon ornamental trees may be substituted for every one (1) required shade tree as long as at least half of the required number of shade trees is installed.
- (iv) Existing significant trees and shrubs that are retained in healthy condition may count toward fulfillment of these requirements. In calculating the credit from existing significant trees and shrubs that are retained, shrubs shall be credited on a one (1) for one (1) basis if such shrub is equivalent or greater in size to a comparable five (5) gallon container grown shrub. Trees shall be credited on a caliper inch basis (for every one (1) caliper inch of a tree that is saved, credit shall be given for one (1) caliper inch of a tree required to be planted), with saved significant trees over eighteen (18) caliper counting on a one for two basis (for every one caliper inch of a significant tree over eighteen (18) caliper that is saved, credit shall be given for two (2) caliper inches of a tree required to be planted).

- (12) The following is for other than single-family or two-family development:

~~(11) Trees and shrubs identified on the preferred plant list and included in the Grow Green Guide, shall be utilized within the required landscaping as described below. At least seventy five percent (75%) of the planted trees are required to be large trees/shade trees (as defined in the Grow Green Guide), the remaining trees may be small trees or ornamental trees all of which shall be selected from the preferred plant list or Grow Green Guide. Existing significant trees and shrubs that are retained in healthy condition may count toward fulfillment of these requirements. In calculating the credit from existing significant trees and shrubs that are retained, shrubs shall be credited on a one for one basis if such shrub is equivalent or greater in size to a comparable five gallon container grown shrub. Trees shall be credited on a caliper inch basis (for every one caliper inch of a tree that is saved, credit shall be given for one caliper inch of a tree required to be planted), with saved significant trees over 18" caliper counting on a one for two basis (for every one caliper inch of a significant tree over 18" caliper that is saved, credit shall be given for two caliper inches of a tree required to be planted).~~

~~(i)~~ For every six hundred (600) square feet of landscape area and setback area required by this ordinance, two (2) shade trees (two (2) inch caliper or larger) and four (4) shrubs (five (5) gallon container size or larger) shall be planted.

~~(13) Two ten gallon ornamental trees may be substituted for every one required shade tree as long as at least half of the required number of shade trees is installed.~~ If the exterior surface area of all walls for non-residential or multi-family buildings / structures are comprised of one hundred (100%) percent Masonry, then the ratio may be reduced to one (1) shade tree per six hundred (600) square feet in the front setback.

~~(14) Side setbacks within a commercial development that are not adjacent to residential properties are not required to include landscaping at the above ratio within the side setback. This provision applies to commercial center developments made up of commercial lots with shared parking lots.~~

~~(i)a.~~ To allow for larger landscaped activity areas at school facilities, for every 600 sq. ft. of landscaping required by this section, 1 tree and 3 shrubs (five gallon container size or larger) shall be planted.

~~(ii)b.~~ To reduce the thermal impact of unshaded parking lots, additional trees shall be planted as necessary so that the center point of each parking space is no more than 50 feet away from the trunk of a tree.

~~(iii)c.~~ If street trees are proposed, the street trees may be planted between the sidewalk and back of curb (or edge of pavement) in accordance with the City's street tree detail. Street trees are not required, but if they are proposed the street tree species shall be consistent on both sides of the street within a block, shall be a street tree species listed in the preferred plant list, and shall be specified in the Construction Plans for the subdivision (if applicable). Street tree spacing shall not exceed thirty (30) feet on center between trees on the same side of the street. Street trees may be counted toward the required tree plantings within the front or street side setback area.

(15) Compatibility buffer for uses other than single-family or two-family development:

- a. Purpose and intent: The purpose of this section is to set forth requirements regarding the design, installation, construction and maintenance of compatibility buffers for uses other than single-family or two-family development. A compatibility buffer shall be composed of a landscape buffer and a compatibility fence as provided Article VI, Section 14 (d) of this ordinance. Compatibility buffering is intended to minimize the effects of non-residential and multi-family uses which share a common lot line with existing or planned single-family or two-family uses.
- b. Applicability: This section shall apply to:
- (i) Any new development or construction requiring a permit;
 - (ii) Any change of land use from a residential use to a nonresidential use; or
 - (iii) Any change, conversion, or addition of a non-residential or multi-family use that increases the parking area.
- c. Landscape buffer: A landscape area of at least eight (8') feet wide shall be provided that includes the following plantings per every six hundred (600) square feet:
- (i) Two (2) shade trees (two (2) inch caliper or larger)
 - (ii) Four (4) shrubs (five (5) gallon container size or larger)
 - 1. Shrubs are not required if when a masonry screening wall is provided as provided in Article VI, Section 14 (d) of this ordinance.

~~(12)~~(16) Minim
um landscape requirements for residential districts other than multi-family ~~shall be~~ three (3) one-gallon shrubs, three (3) five-gallon shrubs and turf grass or an alternative material as defined in this section from the front property line to the front two (2) corners of the structure and a minimum coverage area extending 3' from the slab/foundation to protect water runoff from the roof drip line. If lawn grass is not used in this area, then rain gutter systems shall be in place. Each residential lot or building envelope shall be required to plant at least two (2) trees measuring at least two (2) caliper inches or one (1) tree measuring three and a half (3.5") caliper inches selected from the City's preferred plant list or the Grow Green Guide. For lots zoned with the SFT, SFL, or SFC use component, one of the required trees may be placed in the backyard. Existing trees and shrubs that are retained in healthy condition may count toward fulfillment of these requirements.

(c) Tree Preservation and Protection.

(5) Removal of Heritage or Significant Trees

(iii.) Mitigation for removal of a Heritage or Significant Tree

b. Replacement Trees.

- 1) Replacement Trees shall be a minimum of two (2) inches in caliper measured four (4) feet above finished grade immediately after planting. A list of recommended replacement trees shall be maintained by the Department of Planning and shall include those trees listed in the Grow Green Guide.
 - 2) ~~If the developer chooses to substitute trees not included on the recommended list, those trees shall have an average mature crown greater than fifteen (15) feet in diameter to meet the requirements of this section. Trees having an average mature crown less than fifteen (15) feet in diameter may be substituted by grouping trees so as to create at maturity the equivalent of a fifteen foot (15) diameter crown if the drip line area is maintained.~~
-

- (8) A non-disturbance zone shall be maintained on single-family and two-family lots during the subdivision construction and building permit phases of development. A disturbance area no more than five (5') feet from the foundation necessary for construction and grade transitions shall be permitted. This disturbance area shall be no more than ten (10') feet from the foundation for properties zoned with the SFR (Single-Family Rural) use component. The trees located on the remainder of the lot shall not be removed unless a unique situation is approved by the Director of Planning. During the subdivision construction phase, the developer may plan for removal of the pad trees. If trees are proposed for removal at this stage, mitigation requirements shall apply.

(d) Screening Requirements.

- (1) In addition to the landscaping requirements of this section, all development shall comply with the following screening requirements:
 - (i) The following shall be screened from the view of at least sixty percent (60%) of adjacent single-family or two-family residences and any street or public right-of-way:
 - a. Off-street parking areas;
 - b. Loading spaces and docks;
 - c. Trash and storage containers;
 - d. Outside storage areas;
 - e. Satellite dishes larger than eighteen (18) inches in diameter;
 - f. Antennas;
 - g. Mechanical equipment; and-or
 - h. Metal siding.

- (ii) Above ground utility facilities up to six (6) feet above grade for multi-family and non-residential development are required to be screened from view except for poles, fire hydrants and existing lines.
- (iii) Detention Facilities including detention ponds and/or water quality ponds shall be screened from view.
- (iv) Screening by vegetation that could be removed from adjacent undeveloped or partially developed properties when such property is developed is not considered as screening from view.
- ~~(v) Outside storage areas shall be screened by the use of a privacy fence or wall at least the height of the items to be screened and in conformance with the requirements of this ordinance.~~
- ~~(vi)~~(v) Outside storage areas shall be screened by the use of a privacy fence or wall at least the height of the items to be screened and in conformance with the requirements of this ordinance. If the outdoor storage area is adjacent to an arterial or collector roadway, then the wall is required to be constructed of one or more of the following materials: brick, stone, cast stone, stucco (limited to thirty-five (35%) of the exterior surface area of walls), factory tinted (not painted) split face concrete masonry unit, or other similar material approved by the Director of Planning. In addition to the materials listed above, textured pre-cast concrete (e.g. Woodcrete) is also permitted when the wall is adjacent to collectors.
- ~~(vii)~~(vi) A minimum five-foot (5') landscaped area located on the exterior of the fence shall be provided and landscaped in accordance with paragraph (2) (i) above unless the fence is on a rear boundary line or adjoining a permanent structure on the site.
- ~~(viii) Fuel pumps are required to be screened from view of any street or public right-of-way to at least the height of the fuel pump.~~
- ~~(ix)~~(vii) Lift stations are required to be screened from view of adjacent single-family or two-family residences, or any street or public right-of-way by the use of a wall. The wall is required to be constructed of one or more of the following materials: brick, stone, cast stone, stucco (limited to thirty-five (35%) of the exterior surface area of walls), factory tinted (not painted) split face concrete masonry unit, textured pre-cast concrete (e.g. Woodcrete) or other similar material approved by the Director of Planning.

ARTICLE VIII – ARCHITECTURAL STANDARDS

SECTION 2: WAREHOUSE, MINI-WAREHOUSE AND OVERHEAD DOORS

Warehouse, mini-warehouse and overhead (commercial service) doors shall not be oriented so as to face a street(s) or residential property or shall be screened from view from the street(s) or residential property unless the Director of Planning determines that there is no other feasible alternative. The Director of Planning may also approve decorative overhead doors in lieu of screening when the doors are oriented towards the street on a case by case basis.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF ARTICLE 14.02, THE COMPOSITE ZONING ORDINANCE TO AMEND THE COMPOSITE ZONING ORDINANCE TO ADOPT AMENDMENTS TO THE LANDSCAPE ORDINANCE REQUIREMENTS TO PROMOTE WATER CONSERVATION, AND TO PROVIDE FOR RELATED MATTERS; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

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

WHEREAS, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has considered the proposed amendments and finds that the amendments are reasonable and necessary to protect the health, safety, and welfare of the present and future residents of the City;

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

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

SECTION 2. Amendment of Article I, Section 6. Article I, Section 6 of the Composite Zoning Ordinance is hereby amended by adding the following definitions:

Decorative Groundcover means associated aggregate materials that are intended to create decorative, pervious or semi-pervious areas within the landscape. Typical materials used as decorative groundcover are: decomposed granite, crushed granite gravel, river rock, pea gravel, tumbled glass and bark mulch. Decorative groundcover shall be shown graphically by a delineated boundary of the area to be covered and an associated call-out that includes the name of the material, depth of material and square footage of area to be covered.

Drip Irrigation means a method of irrigation which is typically installed below ground and consists of porous piping that allows the application of water at a slow and constant rate.

Groundcover means plants, other than turf grasses, that have a growth habit ranging from

six (6) inches to eighteen (18) inches in height at maturity and is intended to completely cover an area with no bare earth visible between plants when established.

Xeriscaping is the practice of designing landscapes to reduce or eliminate the need for irrigation. This means xeriscaped landscapes need little or no water beyond what the natural climate provides. The term “xeriscape” is registered trademark of the National Xeriscape Council and means water-conserving, drought-tolerant landscaping.

SECTION 3. Amendment of Article VI, Section 1(b)(1). Article VI, Section 1(b)(1) of the Composite Zoning Ordinance is hereby amended as follows:

(b) Landscape Requirements.

- (1) Installation: All landscape materials shall be installed and maintained according to generally accepted landscape practices for the region. Low water demanding landscapes, are encouraged and should include plants from the preferred plant list and included in the Grow Green Guide

SECTION 4. Amendment of Article VI, Section 1(b)(4). Article VI, Section 1(b)(4) of the Composite Zoning Ordinance is hereby amended as follows:

- (4) Turfgrass.
 - (i) All turfgrass installed shall have summer dormancy capabilities and shall be one of the varieties set forth in the preferred plant list maintained by the Planning Department or the Grow Green Guide. Buffalo grass, zoysia grass or non-seeding varieties of Bermuda grass are recommended for sunny sections of the landscape.
 - (ii) Turfgrass shall be limited to one half (1/2) of the lot after subtracting the impervious cover for single-family and two-family lots. Alternative options to turfgrass can include native and adaptive landscape plants as specified in the Grow Green Guide, mulch, crushed granite, Decorative Groundcover, or similar material. No more than fifty (50%) percent of the lot may consist of non-plant material.
 - (iii) The maximum landscape that may be planted in turfgrass for the types of development listed in Article VI, Section 1 (b)(9)(i) through (iv) and (vi) below shall be limited to fifty (50%) percent of any landscape area.
 - (iv) Turf grass shall be prohibited in strips of land less than six (6') feet wide in parking areas or between sidewalks and pavement.
 - (v) Turf grass shall be limited to fifty (50%) percent landscape lots, open space lots, greenspace, and Home Owners Association (HOA) lots.

SECTION 5. Amendment of Article VI, Section 1(b)(7). Article VI, Section 1(b)(7) of the Composite Zoning Ordinance is hereby amended as follows:

- (7) Any approved Decorative Groundcover or pervious brick pavers shall qualify for up to ten percent (10%) of the required landscaping if contained in planting areas, but no credit shall be given for concrete or other impervious surfaces.

SECTION 6. Amendment of Article VI, Section 1(b). Article VI, Sections 1(b)(15) through 1(b)(26) of the Composite Zoning Ordinance are hereby renumbered to be Sections 1(b)(17) through 1(b)(30) and shall remain in full force and effect. Article VI, Sections 1(b)(11) through 1(b)(16) of the Composite Zoning Ordinance (after the renumbering described in the prior sentence) are hereby amended and adopted to read as follows:

- (11) Landscape material requirements:
 - (i) Trees and shrubs identified on the preferred plant list and included in the Grow Green Guide, shall be utilized within the required landscaping as described below.
 - (ii) At least seventy-five percent (75%) of the planted trees are required to be large trees/shade trees (as defined in the Grow Green Guide), the remaining trees may be small trees or ornamental trees all of which shall be selected from the preferred plant list or Grow Green Guide.
 - (iii) Two (2) – ten (10) gallon ornamental trees may be substituted for every one (1) required shade tree as long as at least half of the required number of shade trees is installed.
 - (iv) Existing significant trees and shrubs that are retained in healthy condition may count toward fulfillment of these requirements. In calculating the credit from existing significant trees and shrubs that are retained, shrubs shall be credited on a one (1) for one (1) basis if such shrub is equivalent or greater in size to a comparable five (5) gallon container grown shrub. Trees shall be credited on a caliper inch basis (for every one (1) caliper inch of a tree that is saved, credit shall be given for one (1) caliper inch of a tree required to be planted), with saved significant trees over eighteen (18) caliper counting on a one for two basis (for every one caliper inch of a significant tree over eighteen (18) caliper that is saved, credit shall be given for two (2) caliper inches of a tree required to be planted).
- (12) The following is for other than single-family or two-family development:
 - (i) For every six hundred (600) square feet of landscape area and setback area required by this ordinance, two (2) shade trees (two (2) inch caliper or larger) and four (4) shrubs (five (5) gallon container size or larger) shall be planted.
- (13) If the exterior surface area of all walls for non-residential or multi-family buildings / structures are comprised of one hundred (100%) percent Masonry, then the ratio may be reduced to one (1) shade tree per six hundred (600) square feet in the front setback.
- (14) Side setbacks within a commercial development that are not adjacent to residential properties are not required to include landscaping at the above ratio within the side setback. This provision applies to commercial center developments made up of commercial lots with shared parking lots.
 - a. To allow for larger landscaped activity areas at school facilities, for every 600 sq. ft. of landscaping required by this section, 1 tree and 3 shrubs (five gallon container size or larger) shall be planted.
 - b. To reduce the thermal impact of unshaded parking lots, additional trees shall be planted as necessary so that the center point of each parking space is no more than 50 feet away from the trunk of a tree.
 - c. If street trees are proposed, the street trees may be planted between the sidewalk and back of curb (or edge of pavement) in accordance with the City's street tree

detail. Street trees are not required, but if they are proposed the street tree species shall be consistent on both sides of the street within a block, shall be a street tree species listed in the preferred plant list, and shall be specified in the Construction Plans for the subdivision (if applicable). Street tree spacing shall not exceed thirty (30) feet on center between trees on the same side of the street. Street trees may be counted toward the required tree plantings within the front or street side setback area.

- (15) Compatibility buffer for uses other than single-family or two-family development:
- a. Purpose and intent: The purpose of this section is to set forth requirements regarding the design, installation, construction and maintenance of compatibility buffers for uses other than single-family or two-family development. A compatibility buffer shall be composed of a landscape buffer and a compatibility fence as provided Article VI, Section 14 (d) of this ordinance. Compatibility buffering is intended to minimize the effects of non-residential and multi-family uses which share a common lot line with existing or planned single-family or two-family uses.
 - b. Applicability: This section shall apply to:
 - (i) Any new development or construction requiring a permit;
 - (ii) Any change of land use from a residential use to a nonresidential use; or
 - (iii) Any change, conversion, or addition of a non-residential or multi-family use that increases the parking area.
 - c. Landscape buffer: A landscape area of at least eight (8') feet wide shall be provided that includes the following plantings per every six hundred (600) square feet:
 - (i) Two (2) shade trees (two (2) inch caliper or larger)
 - (ii) Four (4) shrubs (five (5) gallon container size or larger)
 - 1. Shrubs are not required if when a masonry screening wall is provided as provided in Article VI, Section 14 (d) of this ordinance.
- (16) Minimum landscape requirements for residential districts other than multi-family shall be three (3) one-gallon shrubs, three (3) five-gallon shrubs and turf grass or an alternative material as defined in this section from the front property line to the front two (2) corners of the structure and a minimum coverage area extending 3' from the slab/foundation to protect water runoff from the roof drip line. If lawn grass is not used in this area, then rain gutter systems shall be in place. Each residential lot or building envelope shall be required to plant at least two (2) trees measuring at least two (2) caliper inches or one (1) tree measuring three and a half (3.5") caliper inches selected from the City's preferred plant list or the Grow Green Guide. For lots zoned with the SFT, SFL, or SFC use component, one of the required trees may be placed in the backyard. Existing trees and shrubs that are retained in healthy condition may count toward fulfillment of these requirements.

SECTION 7. Amendment of Article VI, Section 1(c)(5)(iii)(b). Article VI, Section 1 (c)(5)(iii)(b) of the Composite Zoning Ordinance is hereby amended by removing Subsection 2.

SECTION 8. Amendment of Article VI, Section 1(c)(8). Article VI, Section 1(c)(8) of the Composite Zoning Ordinance is hereby amended as follows:

- (8) A non-disturbance zone shall be maintained on single-family and two-family lots during the subdivision construction and building permit phases of development. A disturbance area no more than five (5') feet from the foundation necessary for construction and grade transitions shall be permitted. This disturbance area shall be no more than ten (10') feet from the foundation for properties zoned with the SFR (Single-Family Rural) use component. The trees located on the remainder of the lot shall not be removed unless a unique situation is approved by the Director of Planning. During the subdivision construction phase, the developer may plan for removal of the pad trees. If trees are proposed for removal at this stage, mitigation requirements shall apply.

SECTION 9. Amendment of Article VI, Section 1(d)(1). Article VI, Section 1(d)(1) of the Composite Zoning Ordinance is hereby amended as follows:

(d) Screening Requirements.

- (1) In addition to the landscaping requirements of this section, all development shall comply with the following screening requirements:
- (i) The following shall be screened from the view of at least sixty percent (60%) of adjacent single-family or two-family residences and any street or public right-of-way:
 - a. Off-street parking areas;
 - b. Loading spaces and docks;
 - c. Trash and storage containers;
 - d. Outside storage areas;
 - e. Satellite dishes larger than eighteen (18) inches in diameter;
 - f. Antennas;
 - g. Mechanical equipment; or
 - h. Metal siding
 - (ii) Above ground utility facilities up to six (6) feet above grade for multi-family and non-residential development are required to be screened from view except for poles, fire hydrants and existing lines.
 - (iii) Detention Facilities including detention ponds and/or water quality ponds shall be screened from view.
 - (iv) Screening by vegetation that could be removed from adjacent undeveloped or partially developed properties when such property is developed is not considered as screening from view.
 - (v) Outside storage areas shall be screened by the use of a privacy fence or wall at least the height of the items to be screened and in conformance with the requirements of this ordinance. If the outdoor storage area is adjacent to an arterial or collector roadway, then the wall is required to be constructed of one or more of the following materials: brick, stone, cast stone, stucco (limited to thirty-five (35%) of the exterior surface area of walls), factory tinted (not painted) split face concrete masonry unit, or other similar material approved by the Director of

Planning. In addition to the materials listed above, textured pre-cast concrete (e.g. Woodcrete) is also permitted when the wall is adjacent to collectors.

- (vi) A minimum five-foot (5') landscaped area located on the exterior of the fence shall be provided and landscaped in accordance with paragraph (2) (i) above unless the fence is on a rear boundary line or adjoining a permanent structure on the site.
- (vii) Lift stations are required to be screened from view of adjacent single-family or two-family residences, or any street or public right-of-way by the use of a wall. The wall is required to be constructed of one or more of the following materials: brick, stone, cast stone, stucco (limited to thirty-five (35%) of the exterior surface area of walls), factory tinted (not painted) split face concrete masonry unit, textured pre-cast concrete (e.g. Woodcrete) or other similar material approved by the Director of Planning.

SECTION 10. Amendment of Article VIII, Section 2. Article VIII, Section 2 of the Composite Zoning Ordinance is hereby amended as follows:

Warehouse, mini-warehouse and overhead (commercial service) doors shall not be oriented so as to face a street(s) or residential property or shall be screened from view from the street(s) or residential property unless the Director of Planning determines that there is no other feasible alternative. The Director of Planning may also approve decorative overhead doors in lieu of screening when the doors are oriented towards the street on a case by case basis.

SECTION 11. Conflicting Ordinances. Exhibit "A", Chapter 14, Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

SECTION 12. 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 13. 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 14. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the

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

SECTION 15. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on First Reading this the 21st day of July, 2022.
FINALLY PASSED AND APPROVED on this the 4th day of August, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



**MINUTES
PLANNING & ZONING COMMISSION
CITY OF LEANDER, TEXAS**

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

July 14, 2022 at 7:00 PM



Place 1 – Donnie Mahan, *Vice Chair*
Place 2 – John Cosgrove, *Chair*
Place 3 – Ron May
Place 4 – Deirdre Moss

Place 5 – Gary Hampton, Jr.
Place 6 – Laura Lantrip
Place 7 – Rick Carpenter

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

1. Call to Order at 7:00 p.m.

2. Roll Call.

All Commissioners were present except Commissioner Moss, Commissioner Hampton Jr. and Commissioner Lantrip.

3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the July 7, 2022, meeting

4. Review of meeting protocol.

5. Citizen Comments: Three (3) minutes allowed per speaker.
[Please turn in speaker request form before the meeting begins.]

CONSENT AGENDA: ACTION

6. Re-approval of Subdivision Case 20-TOD-FP-033 regarding The Cottages at San Gabriel Final Plat on one parcel of land approximately 13.8709 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R576406; generally located east of 183A Toll Rd. and north of Huddleston Rd., Leander, Williamson County, Texas.

7. Approval of Subdivision Case 21-FP-007 regarding Bluffview Ph 3 Final Plat on two parcels of land approximately 40.266 acres ± in size, more particularly described by Williamson Central Appraisal District R031231 and R339021; generally located to the southeast of the intersection Ronald W Reagan Blvd and Bradley Ranch Road, Leander, Williamson County, Texas.

8. Approval of Subdivision Case 21-SFP-013 regarding The Square at Crystal Falls Short Form Final Plat on two parcels of land approximately 2.768 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R332046 and R083628; more commonly known as 1900 and 1902 S. Bagdad Road, Leander, Williamson County, Texas.

9. Approval of Minutes.

A motion made by Commissioner May to approve the consent agenda items 6 through 9, seconded by Commissioner Carpenter.

4 - 0 Passed

PUBLIC HEARING: ACTION

10. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case 22-CPA-003 to amend Transportation Master Plan to change the classification of CR 267 between Kauffman Loop and Bar W Ranch Blvd from an arterial class roadway to a collector class roadway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case 22-CPA-003 as described above.

Phil King spoke for.

Geoff Guerrero spoke against.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Rick Carpenter to recommend approval of the Comprehensive Plan Amendment.

AYE: Chair John Cosgrove, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

4 - 0 Passed

11. Conduct a Public Hearing regarding Subdivision Case 22-CP-003 to adopt the Borho aka Barksdale Concept Plan on one parcel of land approximately 44 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031542; generally located north on Journey Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case 22-CP-003 as described above.

Motion made by Commissioner Ron May, seconded by Vice Chair Donnie Mahan to recommend approval of the concept plan.

AYE: Chair John Cosgrove, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

4 - 0 Passed

12. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case 21-CPA-009 to amend the Comprehensive Plan land use category from Multi-Use Corridor to Neighborhood Residential and to amend Transportation Master Plan to change the classification of Live Oak Road to a local street and consider action regarding Zoning Case 21-Z-030 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFR-2-B (Single-Family Rural) and LO-2-B (Local Office) on nine parcels of land approximately 308.288 acres $\pm$ in size, more particularly described

by Williamson Central Appraisal District Parcels R356046, R473837, R022920-R022923, R473838, R473839, and R022941; and generally located to the west of the intersection of Oak Creek Road and N Bagdad Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case 21-CPA-009
- Discuss and consider action regarding Zoning Case 21-Z-030 as described above

Motion made by Commissioner Rick Carpenter, seconded by Vice Chair Donnie Mahan to approve the Comprehensive Plan Amendment and Zoning case.

AYE: Chair John Cosgrove, Commissioner Rick Carpenter, Vice Chair Donnie Mahan

NAY: Commissioner Ron May

3 - 1 Passed

REGULAR AGENDA

13. Discuss and consider action on Tree Removal Case 22-TRP-003 regarding removal of Significant Trees associated with the Maple Ranch Apartment Site Development Project generally located at the southwest corner of Ronald Reagan Boulevard and Palmera Ridge Boulevard, Leander, Williamson County, Texas.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Rick Carpenter to approve the tree removal request associated with the Maple Ranch Apartments.

AYE: Chair John Cosgrove, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

4 - 0 Passed

14. Discuss and consider action on Tree Removal Case 22-CIP-TRP-004 regarding removal of Significant and Heritage Trees associated with the eastward expansion of San Gabriel Parkway from Palmera Bluff subdivision to the intersection of Ronald Reagan Boulevard generally located north of Palmera Ridge Section 9 and runs southwest of the intersection of Ronald Reagan Boulevard and current CR 274, Leander, Williamson County, Texas.

Motion made by Commissioner Ron May, seconded by Commissioner Rick Carpenter to approve the tree removal request of associated with the eastward expansion of San Gabriel Parkway and Palmera Bluff subdivision.

AYE: Chair John Cosgrove, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

4 - 0 Passed

15. Discuss and consider action regarding Ordinance Case 22-OR-002 to amend the Composite Zoning Ordinance to adopt amendments to the landscape ordinance requirements to promote water conservation, and to provide for related matters; Williamson & Travis Counties, Texas.

Motion made by Commissioner Ron May, seconded by Commissioner Rick Carpenter to recommend approval of the ordinance.

AYE: Chair John Cosgrove, Commissioner Rick Carpenter, Commissioner Ron May, Vice
Chair Donnie Mahan

4 - 0 Passed

16. Adjournment at 7:44 p.m.

APPROVED:

CHAIRMAN COSGROVE

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
07/21/2022

AGENDA SUBJECT:

Discuss and consider action on the Second Reading of an Ordinance regarding Zoning Case 22-Z-012 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 500 Heritage Grove Road PUD (Planned Unit Development) with the base zoning district of HC-4-D (Heavy Commercial) and approval of Masonry Development Agreement Case 22-DA-013 on two parcels of land approximately 44.385 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031642 and R031640; and commonly known as 500 Heritage Grove Road, Leander, Williamson County, Texas.

BACKGROUND:

This request is the last step in the zoning process. The Planning & Zoning Commission recommended denial with a 5 to 1 vote (May opposing). The Commission asked that the developer provide more defined project that addressed the following:

1. Provide more information about the proposal. The current PUD is too vague.
2. Reduced permitted outdoor storage
3. Include height limits
4. Provide a transition/buffer between the development and the residential area.

COMMISSIONER COMMENTARY:

Commissioner May, Place 3: Commission May would like for the applicant to review the plan and propose a compromise that would address the concerns of the neighborhood while still allowing the commercial development. The applicant indicated that they would not be able to provide more information.

After the Planning & Zoning Commission meeting, the applicant provided the following edits to the PUD:

1. Increase the height of the screening wall from six feet to eight feet.
2. Increase the building setback from 55 feet to 75 feet.
3. Reduce the amount of outdoor storage
4. Prohibit truck courts that face the residential properties unless the Council is presented with renderings that meet the intent of the code.

HISTORY/TIMELINE:

06/09/2022 Planning & Zoning Commission, 1st Public Hearing

07/07/2022 City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Armbrust & Brown, PLLC (Jewels Cain) on behalf of RCG Heritage Grove LLC (Lynn Yuan).

RECOMMENDATION:

The City Council approved the request during the July 7, 2022 with the condition that a height limit was added. After the meeting, the applicant requested to make an additional modification to the height to limit it to 35' within 200' of the western boundary and 400' on the remainder of the tract.

PRESENTER:

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

Attachments

1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Public Notice Map
5. Proposed Zoning Map
6. Aerial Map
7. PUD Notes
8. Letter of Intent
9. Summary of Neighborhood Communication
10. Ordinance
11. P&Z Minutes



PLANNING ANALYSIS

ZONING CASE 22-Z-012
500 HERITAGE GROVE PUD

GENERAL INFORMATION

Owner/Agent: Armbrust & Brown, PLLC (Jewels Cain) on behalf of RCG Heritage Grove LLC (Lynn Yuan).

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

Proposed Zoning: PUD (Planned Unit Development) with below base zoning:
HC-4-D (Heavy Commercial)

Size and Location: The property is located at 500 Heritage Grove Road, including approximately 44.40 acres.

Staff Contact: Cory Dale
Planner

APPLICANT REQUEST

The applicant has submitted a request for annexation concurrently with a change to the assigned zoning district of their property in order to develop the property as heavy commercial. Applicant has also prohibited several uses per PUD notes (see below approval criteria).

STAFF CONCLUSIONS

Y N

- ☒ ☐ Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see pages 2 & 3*
- ☒ ☐ Does the proposal comply with the goal statements of the Comprehensive Plan? *see page 3*
- ☒ ☐ Does the proposal warrant any other special considerations? *see below.*

SPECIAL CONSIDERATIONS

This property is subject to an annexation development agreement. Annexation of the property is required when the property develops and is assigned a base zoning district of Interim SFR-1-B. The annexation request (22-A-004) will be reviewed concurrently with the rezoning request.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	ETJ	Undeveloped and large lot residential

EAST	HC-4-C HI-5-D	Undeveloped and future industrial use
SOUTH	PUD-SF	Residential
WEST	SFC-2-B	Compact Residential

SURROUNDING AREA:

Subject tract is primarily bound by residential with: properties to the north are large lot residential within the ETJ; east tract is an undeveloped future industrial project (site plans under review); south across Heritage Grove Road is the Reserve at North Fork subdivision and to the west is Haven Oaks subdivision.

PHYSICAL AND NATURAL FEATURES:

This property does not contain floodplain and currently being used as a large lot residential homestead. Heavy tree cover to the north of the tract will be addressed during site development.

PROPERTY HISTORY:

This property was kept in the ETJ with future annexation request and zoning assigned at time of development per executed development agreement.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- **January 14, 2021:** The Planning and Zoning Commission conducted a public hearing on zoning case 20-Z-035, which requested a zone change from Interim SFR-1-B to HC-5-D. The applicant withdrew the request on 01/21/2021.
- **July 22, 2021:** The Planning and Zoning Commission conducted a public hearing on zoning case 21-Z-021 and Concept Plan Amendment 21-CPA-003, which requested to develop the site as single-family detached residential (SFC-2-A and SFU-2-A). The request was denied by City Council on 08/19/2021.

MAJOR CORRIDORS:

This property has access onto Heritage Grove Road (Collector).

TRANSPORTATION PLAN REQUIREMENTS:

This property potentially includes ROW dedication along Heritage Grove Road in addition to the continuation of the eight (8') foot sidewalk eastward. At the time of Concept Plan Submittal, the applicant will submit either a Traffic Impact Analysis (TIA) or a fee in lieu of TIA as determined by the City Engineer.

EXISTING UTILITIES:

This property has access to both sewer and water within the ROW of Heritage Grove Road.

CURRENT LAND USES:

This property is currently being used as large lot residential.

PROPOSED ZONING DISTRICT:**USE COMPONENT****HC – HEAVY COMMERCIAL:**

Features: Any use in GC plus commercial laundry, contractor storage yard, lumber yards, indoor manufacture, assembly and processing, mini-warehouse, RV, trailer and boat storage, testing and research, warehouse and distribution, wholesale, wrecker impoundment.

Intent: Development of a variety of light manufacturing, assembly and processing businesses, storage, warehouses and lumber sales. Access should be provided by an industrial or commercial collector street.

SITE COMPONENT

TYPE 4 (non-residential only):

Features: Accessory buildings up to 60% of primary building; drive-thru service; outdoor fueling and washing of vehicles; overhead service doors; maximum outdoor display; substantial outdoor storage; outdoor entertainment venues and animal boarding.

Intent:

- (1) The Type 4 site component is intended to be utilized in combination with GC, HC or HI components where appropriate for moderately intense outdoor site requirements and a need to utilize the outdoor site area for significant outdoor display, storage and accessory buildings and similar permitted uses.
- (2) This site component is intended only for industrial or heavy commercial uses and may be utilized only with GC, HC or HI use components.
- (3) This site component is not intended for retail or office development not requiring the available limits of outdoor storage and accessory buildings or adjacent to residential neighborhoods where not adequately buffered from residential uses.
- (4) Compliance with Type 1, 2 or 3 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE D (non-residential only):

Features: 2 or more architectural features.

Intent:

- (1) This architectural component is intended only for industrial warehouse, heavy commercial service and other similar applications and shall be utilized only with GC, HC or HI use components.
- (2) This component is not intended to be utilized with the majority of GC districts.
- (3) This component is not intended for retail or office development or adjacent to residential neighborhoods where not adequately buffered from residential uses.
- (4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park development.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy;
- Provide new Commercial development opportunity;

Applicable Future Land Use categories

EMPLOYMENT CENTER

- The Employment Center future development category is for primary jobs and business in strategic locations. These areas are intended for regional-serving employment in planned campus-like environments for office, research, medical, manufacturing, light industrial, warehouse, and heavy commercial uses. To remain competitive in today's corporate marketplace, contemporary workforce-supporting elements such as amenities, retail and high-density residential are also encouraged in an integrated development pattern.

The Employment Center area is focused on meeting the plan goals of an attractive, high-quality business environment for investors to bring to Leander and grow/diversify the tax base. It complements other nearby regional mixed-use areas, but provides opportunities for larger-footprint, single-tenant buildings that can accommodate numerous employees. These areas may be developed with an auto-oriented, traditional character, or in a mixed-use urban design. In a planned environment, upper-story vertical mixed-residential

is encouraged along with limited, integrated high-density residential-only buildings. Such scenarios should be tightly regulated to ensure the proper mix.

Desired Mix: 80-100% Non-Residential, 0-20% Residential

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:

DEVELOPMENT MEETING

The developer has had multiple meetings with both Planning and Economic Development staff to discuss the presented project.

NOTIFICATION

05/19/2022 - Public Notice on Hill Country News
 05/25/2022 - Mail Notification to Property Owners within 200'
 05/25/2022 - Public Hearing Signage Posted on Property
 06/09/2022 - Planning and Zoning Commission Public Hearing
 07/07/2022 - City Council Public Hearing & First Reading of the Ordinance
 07/21/2022 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

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

Multiple neighborhood meetings were held by the applicant as outlined in attachment 9 Neighborhood Outreach. Below is a list of comments/concerns that were discussed during the meetings:

- Opposition to Commercial next to residential subdivision (Haven Oaks).

The following changes were made to address issues discussed.

- Project is proposing a fifty-five (55') foot building setback along the western property line;
- Restriction of several uses were discussed as not being appropriate next to existing residential neighborhood;
- Access will be prohibited where Jud Allen Way currently dead ends to the west of the property;

Please see the full report from the applicant attached as Neighborhood Outreach (attachment 9).

APPROVAL CRITERIA:

The zoning request is consistent with the future land use map designation of employment center and the proposed development has placed the below higher standards on the tract to address neighborhood outreach concerns.

- Addition of prohibited uses as outlined in attachment 7 PUD Notes Section D;
- Addition of a six (6') foot masonry screen wall with twenty (20') foot landscape buffer in front on the western property line (facing Haven Oaks Subdivision);
- Modification of a fifty-five (55') foot building setback provided along western property line. Per Composite Zoning Ordinance normally this would be at fifty (50') feet;

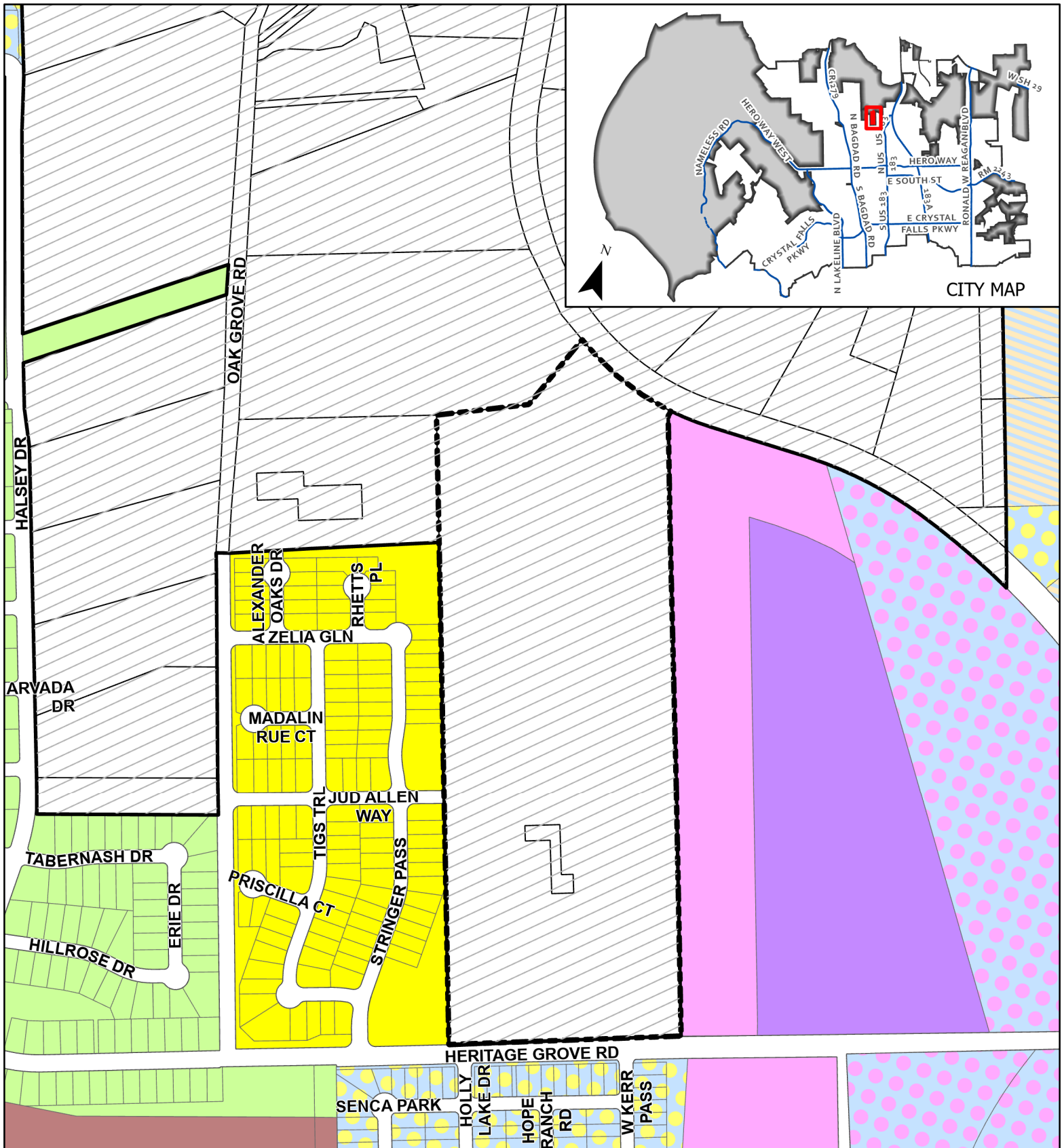
- Proposing waiver to Subdivision Ordinance to not extend Jud Allen Way into the development. With the construction of a six foot masonry wall along the western property line, developer also proposing a barricade/posts with reflective material to be installed where Jud Allen Way dead ends;

The development is requesting the following waiver per CZO, Article VI, Section 13:

- No parking aisle connection to the eastern property boundary since the adjacent use will be incompatible use (industrial);

Staff would like to point out that per the requested Type 4 Site Component:

- Outdoor storage and container storage are permitted as accessory uses with the following conditions.
 - (i) Such storage does not exceed sixty percent (60%) of the gross floor area of the primary building that houses the business storing such materials;
 - (ii) Such storage or container is located no closer to a street frontage than the primary building that houses the business storing such materials;
 - (iii) Such storage or container is screened from view from adjacent properties and any street in accordance with the Screening Requirements of Art. VI, Sec. 1;
 - (iv) Such storage or container is not permitted within required setbacks;
- Accessory buildings / structures are permitted as long as their total square footage is not greater than sixty percent (60%) of the gross floor area of the primary building / structure that houses the business utilizing such (agricultural and recreational buildings / structures are exempt from this limit);
- The combination of outdoor storage and accessory buildings / structures shall not exceed eighty percent (80%) of the gross floor area of the primary building / structure utilizing such. Outdoor storage that is covered by an accessory building / structure shall be counted toward each individual limit for both outdoor storage and accessory buildings, but shall only be counted once toward the combined limit.



CASE: 22-Z-012

ATTACHMENT 2

500 HERITAGE GROVE
ROAD PUD

Current Zoning

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

Leander City Limits

ETJ

Subject Area

SFU - Single-Family Urban

SFC - Single-Family Compact

LC - Local Commercial

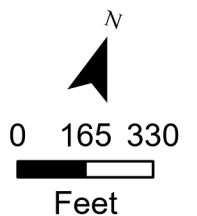
HC - Heavy Commercial

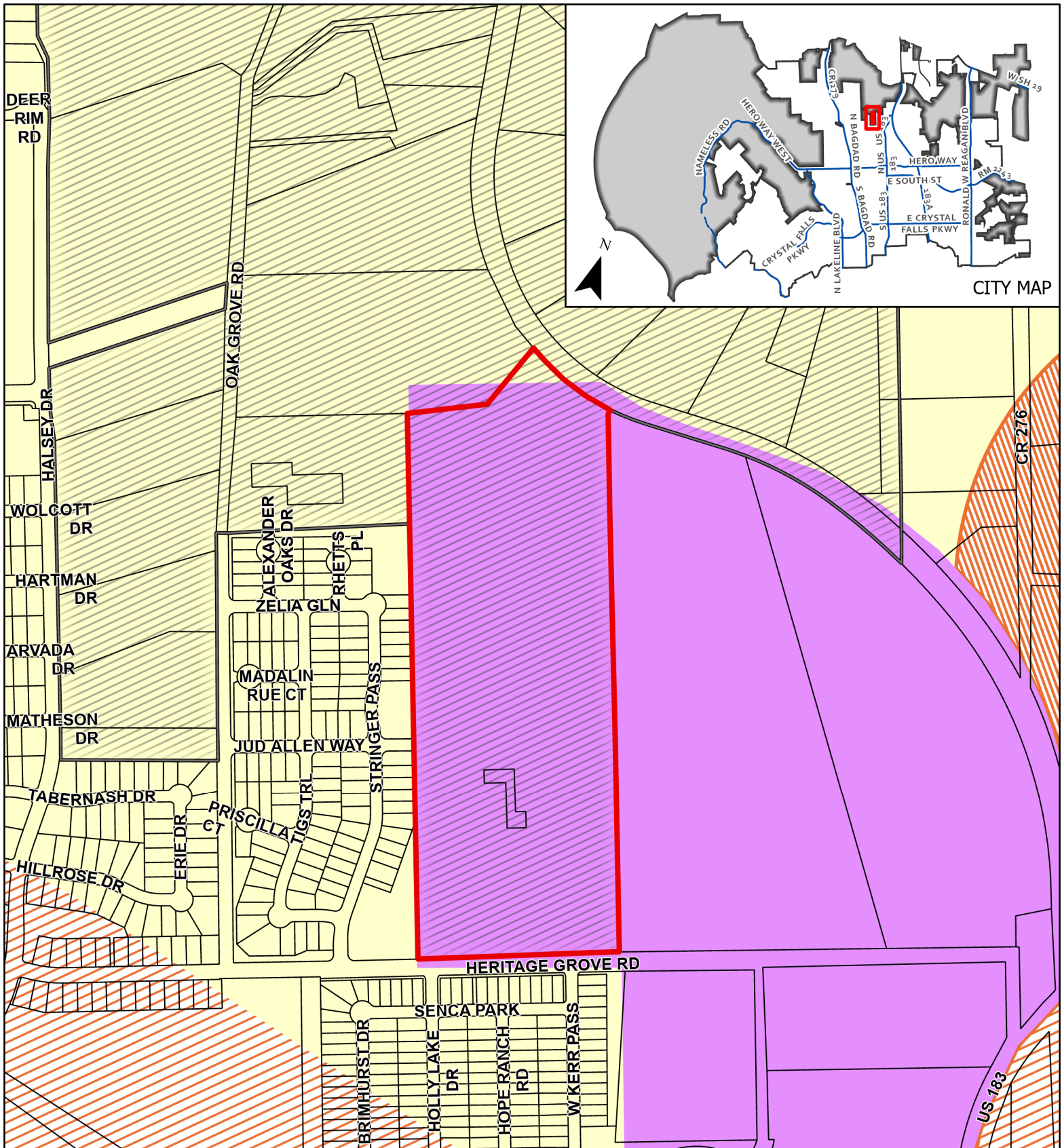
HI - Heavy Industrial

PUD - Single-Family

PUD - Heavy Commercial

CD - Conventional Sector





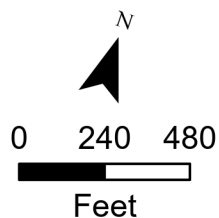
CASE: 22-Z-012

ATTACHMENT #3

500 HERITAGE GROVE
ROAD PUD

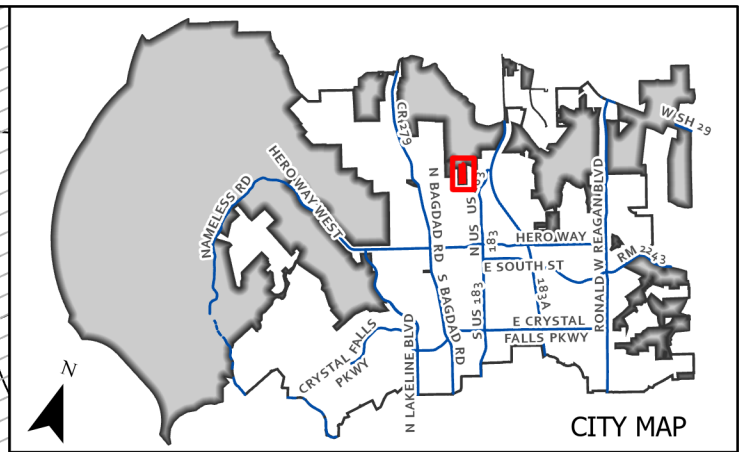
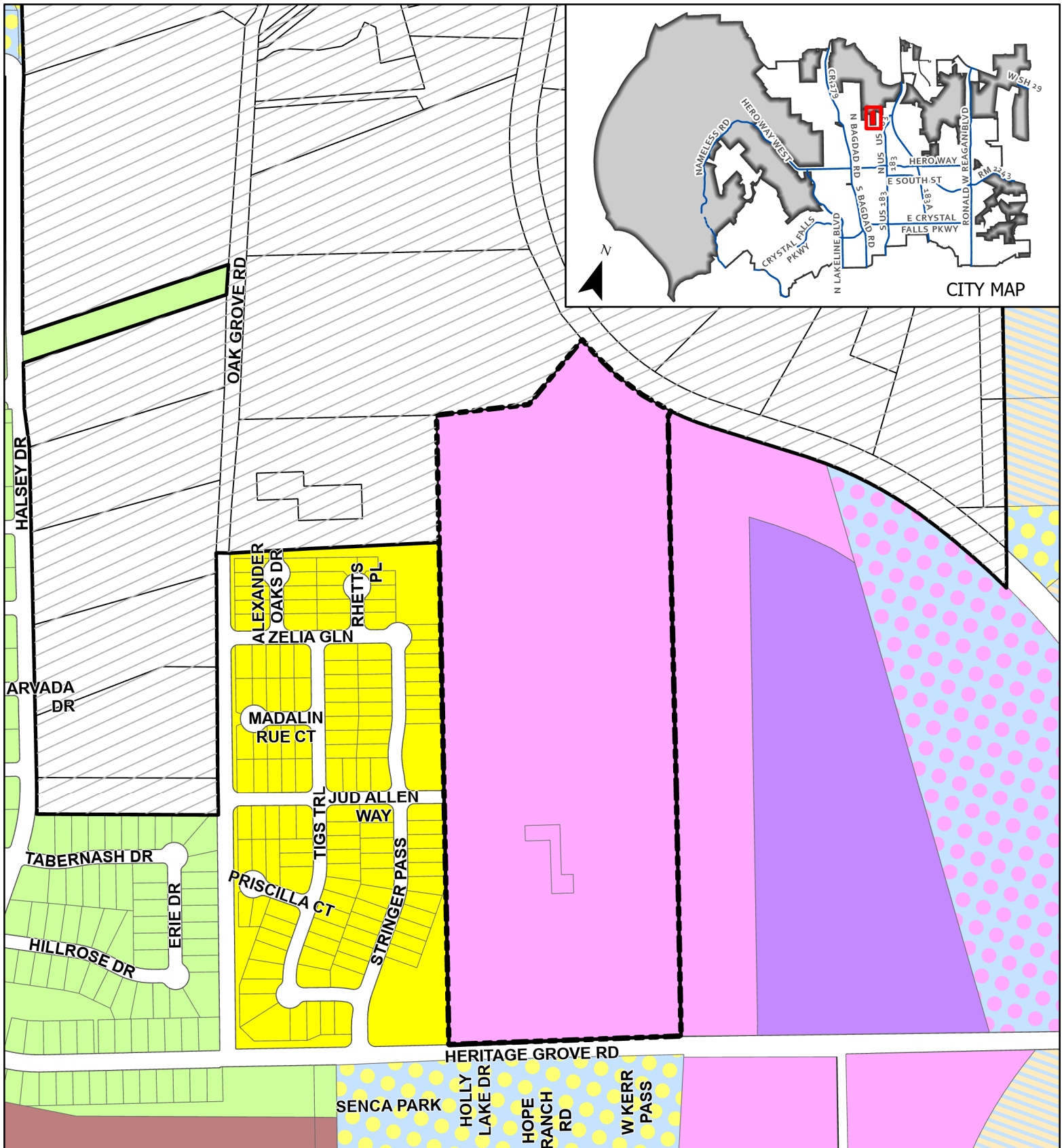
Future Land Use Map

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- Leander City Limits
- Leander ETJ
- Subject Area
- Future Land Use
Neighborhood Residential

- Multi-Use Corridor
- Multi-Use Corridor - Priority Corridor
- Neighborhood Center - Priority Corridor
- Employment Center



CASE: 22-Z-012

ATTACHMENT 5

500 HERITAGE GROVE
ROAD PUD

Proposed Zoning

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Leander City Limits

Subject Area

SFU - Single-Family Urban

SFC - Single-Family Compact

LC - Local Commercial

HC - Heavy Commercial

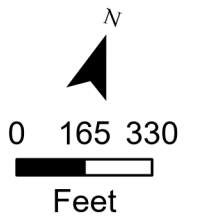
HI - Heavy Industrial

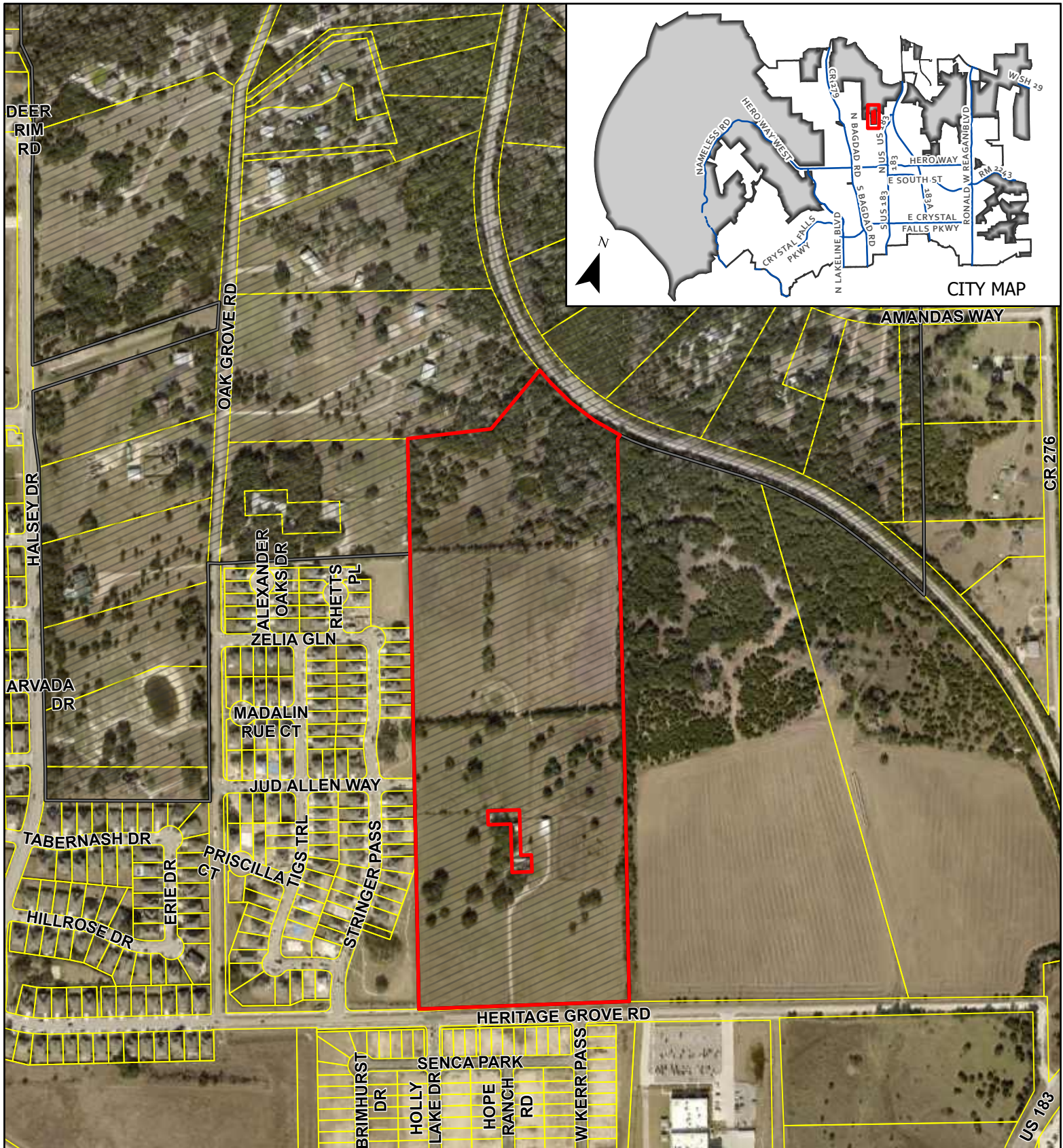
PUD - Single-Family

PUD - Heavy Commercial

CD - Conventional Sector

prop_etj





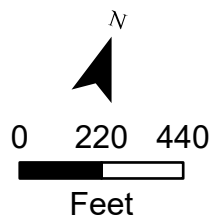
CASE: 22-Z-012

ATTACHMENT #6

500 HERITAGE GROVE
ROAD PUD

Aerial Map

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



- Leander City Limits
- Leander ETJ
- Subject Area

EXHIBIT A

500 Heritage Grove Planned Unit Development

A. Purpose and Intent

1. The 500 Heritage Grove PUD is comprised of approximately 44.357 acres, as shown in **Exhibit B**. The development of this property includes Heavy Commercial uses.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled **Exhibit A**.
2. For the purpose of establishing development standards for the PUD, the following base zoning district has been selected from the Leander Composite Zoning Ordinance:
HC-4-D (Heavy Commercial)

C. Conceptual Site Layout & Land Use Plan

1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, **Exhibit C**, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

D. Allowable / Prohibited Uses

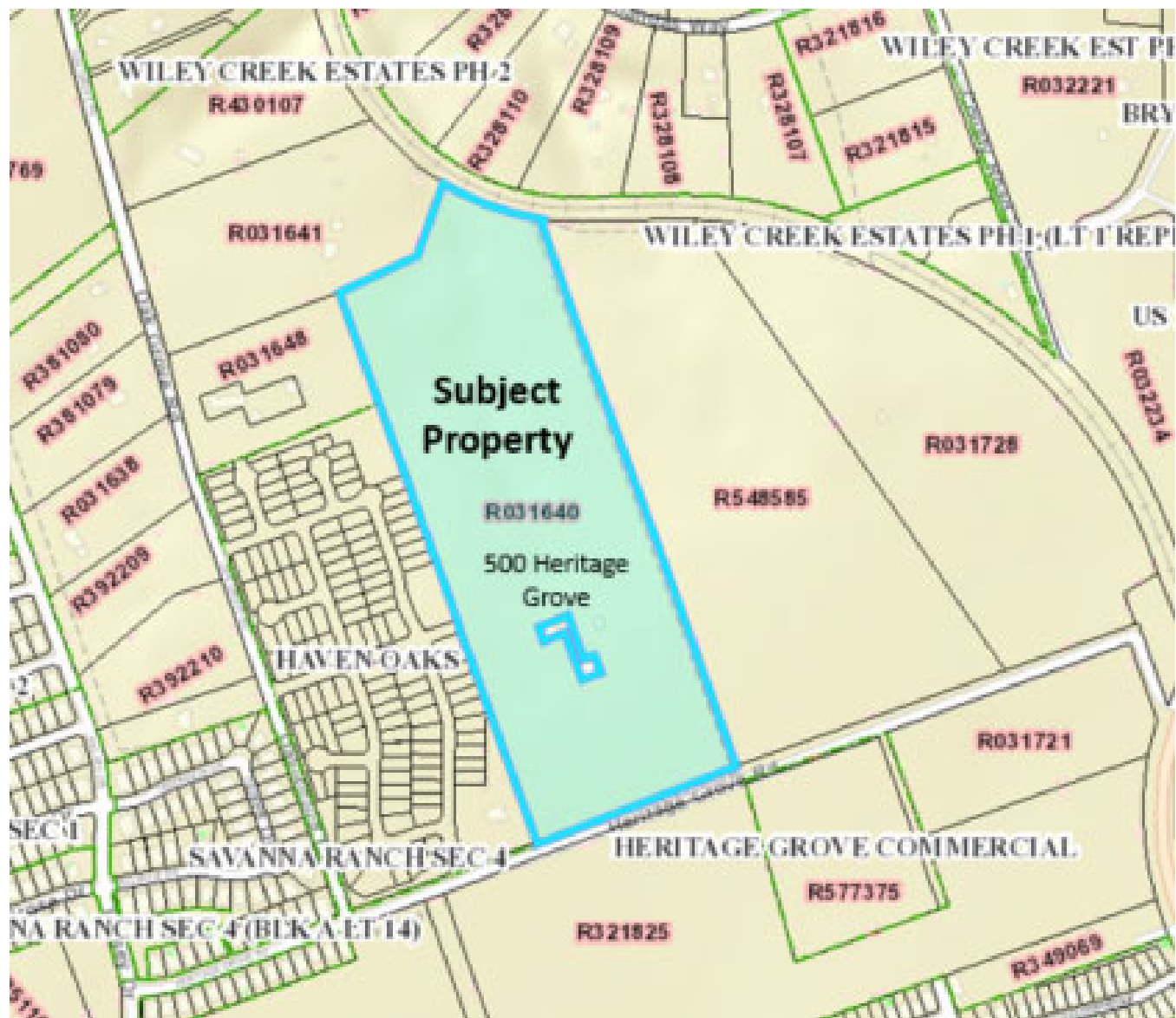
1. The allowable uses shall include uses permitted by right in the HC-4-D except as stated below.
2. The prohibited uses shall include:
 - i. Animal boarding
 - ii. Bar, nightclub or private club
 - iii. Bingo
 - iv. Car Title Loans Shop/Business
 - v. Commercial laundry
 - vi. Entertainment venues including bowling alleys, golf practice ranges, miniature golf establishments, theaters, amusement parks, arcades, arenas, stadiums, gymnasiums, skating rinks, commercial sports venues, indoor shooting range, etc.
 - vii. Farms or truck gardens
 - viii. Funeral home, including embalming and crematory facilities associated with an on-site funeral home or cemetery.
 - ix. Gaming Room Facility/Gaming Device
 - x. Hooka Lounge
 - xi. Mini-warehouse or self-service storage facilities as a primary use.
 - xii. New or used vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop
 - xiii. Outdoor nursery
 - xiv. Pawn Shop

- xv. Payday Lending Business
- xvi. RV, trailer, commercial motor vehicle and boat outdoor storage
- xvii. Standalone crematory or embalming establishment
- xviii. Tattoo and/or Body Piercing Parlor
- xix. Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals as a primary use.
- xx. Utilities, including ground mounted service equipment and structures as a primary use and facilities such as poles, electrical switching facilities, lift stations, water pump stations, gas regulating facilities, electrical substations, generating plants, wastewater and water treatment plants, etc.
- xxi. Vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop
- xxii. Wrecker Impoundment, Towing

E. **Development Standards**

1. Screening shall be provided along the west property line with a eight (8') foot masonry wall with a twenty (20') foot landscape buffer in front.
2. A minimum building setback of seventy-five (75') feet shall be provided along the western property line as shown on **Exhibit C**.
3. Article III, Section 42(2)(iii) of the Subdivision Ordinance shall be modified to not require Jud Allen Way to be extended. An eight (8') foot masonry wall constructed along the western property line which shall prohibit access from Jud Allen Way through this property. Also, a barricade or posts with reflective material shall be installed where Jud Allen Way dead ends.
4. Parking aisle connections to the properties to the west and east shall not be required.
5. Total outdoor storage on the site may not exceed twenty percent (20%) of the gross floor area of the buildings on the site.
6. Truck courts will be prohibited from facing the western property line unless renderings are presented to City Council for approval.
7. If the applicant elects to seek approval of a Concept Plan and Preliminary Plat under the Alternative Review Procedure set forth in section 20B of the Subdivision Ordinance, concurrent review of the Concept Plan and Preliminary Plat is allowed regardless of the size of the site.
8. Building heights shall be limited to thirty-five (35') feet in height within two hundred (200') feet of the western property line. The building height may be increased to forty-five (45') feet on the remainder of the tract.

Exhibit B



LEGAL DESCRIPTION OF LAND:
TRACT 1 - 44.357 ACRES

BEING A 44.357 ACRES (1,932,179 SQUARE FEET) TRACT OF LAND SITUATED IN THE CHARLES COCHRAN LEAGUE, ABSTRACT 134, BEING LOCATED JUST OUTSIDE OF THE CITY LIMITS OF THE CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS; BEING THE SAME TRACT OF LAND DESCRIBED TO JAMES E. ROBERSON AND MONTA JANE AKIN AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 1991016727 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "SURVTX" FOUND IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF HERITAGE GROVE ROAD (VARIABLE WIDTH PUBLIC R.O.W.); AT THE SOUTHEAST CORNER OF THE HAVEN OAKS SUBDIVISION AS SHOWN ON PLAT RECORDED IN DOCUMENT NO. 20200893 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 21°06'39" WEST, ALONG THE NORTHEAST BOUNDARY LINE OF SAID HAVEN OAKS SUBDIVISION, AT 1812.56 FEET PASSING A 5/8 INCH IRON ROD FOUND AT THE NORTH CORNER OF SAID HAVEN OAKS SUBDIVISION AND AT THE EAST CORNER OF A CALLED 7.87 ACRE TRACT OF LAND DESCRIBED TO ALAN SMITH AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 1985064367 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; THEN CONTINUING ALONG THE NORTHEAST BOUNDARY LINE OF SAID 7.87 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 2266.84 FEET TO A 5/8 INCH IRON ROD FOUND IN THE SOUTHEAST BOUNDARY LINE OF A CALLED 15.26 ACRE TRACT OF LAND DESCRIBED TO TIM SCHNEIDER, ET UX, AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2002077123 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND AT THE NORTH CORNER OF SAID 7.87 ACRE TRACT; FOR THE WEST CORNER OF THIS TRACT;

THENCE, ALONG THE SOUTHEAST BOUNDARY LINE OF SAID 15.26 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 68°34'15" EAST, A DISTANCE OF 350.00 FEET TO A 5/8 INCH IRON ROD FOUND FOR AN ANGLE CORNER OF THIS TRACT;
2. NORTH 19°56'15" EAST, A DISTANCE OF 297.57 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "CEC" FOUND IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE CAPITAL METROPOLITAN TRANSIT AUTHORITY RAILROAD AS SHOWN ON DOCUMENT NO. 200002773 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; FOR A POINT OF CURVATURE AT THE NORTH CORNER OF THIS TRACT;

THENCE, IN A SOUTHEASTERLY DIRECTION, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CAPITAL METROPOLITAN TRANSIT AUTHORITY RAILROAD, ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 19°43'46", A RADIUS OF 1092.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 73°32'43" EAST, 374.17 FEET, AND A TOTAL ARC LENGTH OF 376.02 FEET TO A RAILROAD SPIKE FOUND FOR THE NORTHERLY EAST CORNER OF THIS TRACT;

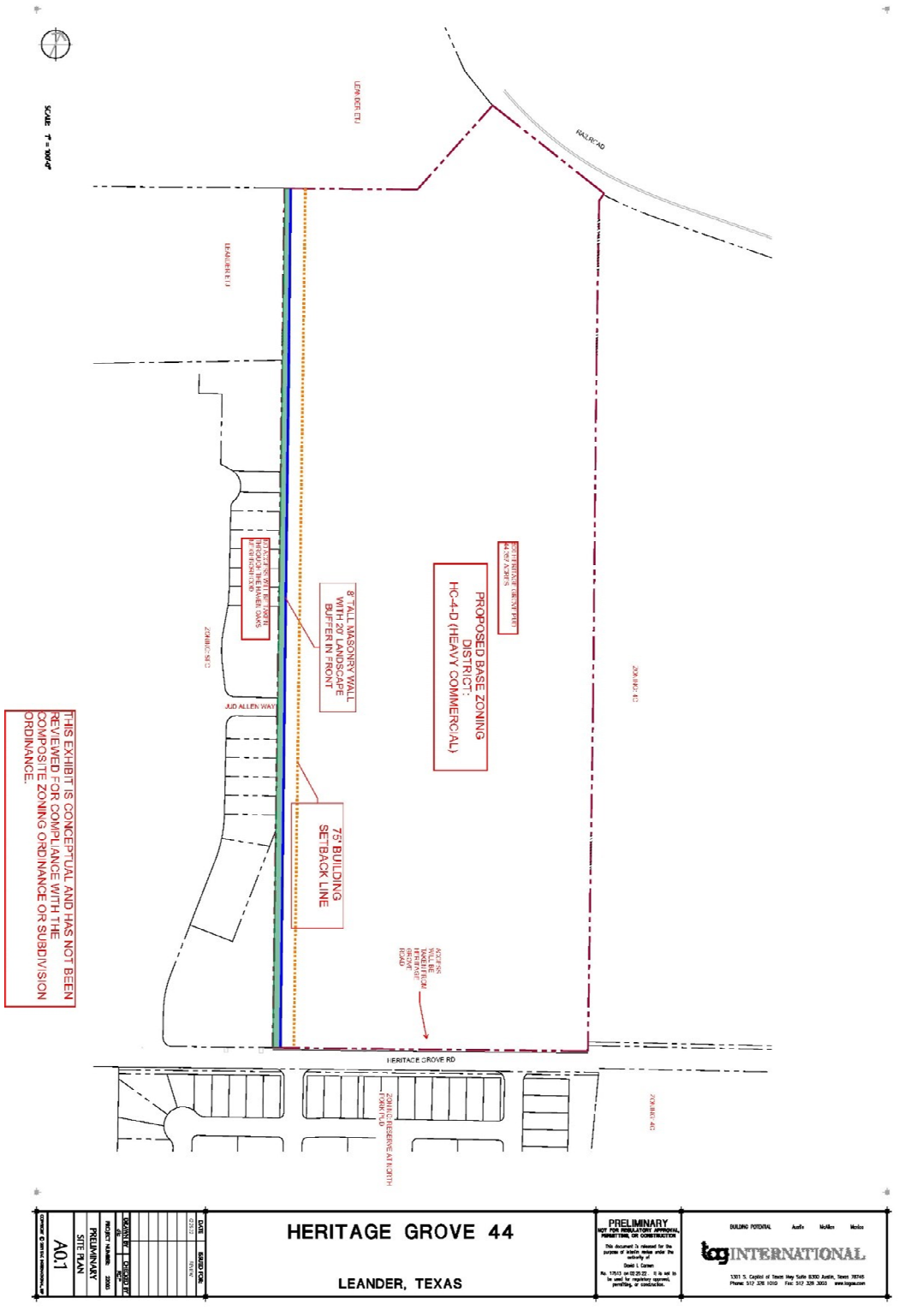
THENCE, SOUTH 12°09'43" WEST, AT 3.71 FEET PASSING A 1/2" IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "1847" FOUND FOR LINE MARKER AT THE WEST CORNER OF A CALLED 40.57 ACRE TRACT OF LAND DESCRIBED TO CMHH HERITAGE, LLC AS SHOWN ON DOCUMENT NO. 2021097881 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; THEN CONTINUING ALONG THE WEST BOUNDARY LINE OF SAID 40.57 ACRE TRACT, IN ALL A DISTANCE OF 23.39 FEET TO A RAILROAD SPIKE FOUND AT FOR AN ANGLE CORNER OF THIS TRACT;

THENCE, CONTINUING ALONG THE WEST BOUNDARY LINE OF SAID 40.57 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. SOUTH 20°54'58" EAST, A DISTANCE OF 410.22 FEET TO A 1/2" IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "1847" FOUND FOR AN ANGLE CORNER OF THIS TRACT;
2. SOUTH 21°19'49" EAST, A DISTANCE OF 914.70 FEET TO A 1/2" IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "1847" FOUND FOR AN ANGLE CORNER OF THIS TRACT;
3. SOUTH 21°21'51" EAST, A DISTANCE OF 918.55 FEET TO A 1/2" IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "1847" FOUND IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID HERITAGE GROVE ROAD; FOR THE SOUTHERLY EAST CORNER OF THIS TRACT;

THENCE, SOUTH 68°44'48" WEST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID HERITAGE GROVE ROAD, A DISTANCE OF 829.99' TO THE **POINT OF BEGINNING** AND CONTAINING 44.357 ACRES OF LAND, MORE OR LESS, IN WILLIAMSON COUNTY, TEXAS.

Exhibit C



ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

Jewels Cain
(512) 435-2318
jcain@abaustin.com

March 10, 2022

Robin M. Griffin, AICP
Planning Director
City of Leander
201 N. Brushy Street
Leander, TX 78646

Re: PUD Zoning Application for the property located at 500 Heritage Grove Road, in Leander, Williamson County, Texas, 78641, also known as WCAD Parcel No. R031640 and R031642 (44.38 acres) (the "Application")

Dear Ms. Griffin:

This letter is submitted on behalf of Waterloo Real Estate Investments, LLC who has contracted with the owner to purchase the property in the above referenced Application. The area to be rezoned is 44.38 acres of land located at 500 Heritage Grove Road, in Leander, Williamson County, Texas (the "Property").

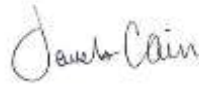
The Property is in the ETJ and has a single family home. Other than the home the Property is currently undeveloped. The request is to rezone the Property to Planned Unit Development (PUD) with a base zoning of HC-5-D to allow for an industrial use. Several uses will be prohibited as listed in the PUD Notes (Exhibit A). Neighborhood outreach is underway and modifications to the proposed PUD may be made based on conversations with the community.

ARMBRUST & BROWN, PLLC

Page 2

Thank you in advance for your time and consideration of this zoning request. If you have any questions or need additional information, please do not hesitate to contact me at (512) 435-2318.

Respectfully,
Armbrust & Brown, PLLC

A handwritten signature in cursive script, appearing to read "Jewels Cain".

Jewels Cain
Land Development Consultant

cc: John Ghiselli, Waterloo Real Estate Investments, LLC
Richard Suttle, Armbrust & Brown, PLLC

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

Jewels Cain
(512) 435-2318
jcain@abaustin.com

April 26, 2022

Robin M. Griffin, AICP
Planning Director
City of Leander
201 N. Brushy Street
Leander, TX 78646

Re: Update - PUD Zoning Application (22-Z-012) for the property located at 500 Heritage Grove Road, in Leander, Williamson County, Texas, 78641, also known as WCAD Parcel No. R031640 and R031642 (44.38 acres) (the "Application")

Dear Ms. Griffin:

This update is being submitted to include a revised concept layout which shows additional setbacks along the western property line for the property referenced in this Application. A copy of the revised concept layout is provided with this update. In addition to the 55' building setback and 6 foot tall masonry wall, no access will be allowed through the Haven Oaks neighborhood. The PUD notes have also been revised accordingly with this update.

Thank you in advance for your time and consideration of this zoning request. If you have any questions or need additional information, please do not hesitate to contact me at (512) 435-2318.

Respectfully,
Armbrust & Brown, PLLC



Jewels Cain
Land Development Consultant

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.

Spoke to Stephen Ashlock with Pulte Group on March 22, 2022. Hosted a Zoom meeting with the Haven Oaks Homeowners Association on April 20, 2022. The proposed zoning was presented to the residents during this virtual meeting and a follow-up letter was sent to Shawn Kirkpatrick with KB Home on May 2, 2022. A copy of that letter has been provided below. On April 26, 2022 eight letters were mailed to the residents to the north and northwest of the site that aren't located in a HOA. A copy of these letters are provided separately. A copy of the WCAD map showing the 500' boundary is shown on the next page. A list of all property owners and their address within 500' is provided below.

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.

Shawn Kirkpatrick with KB Home for the Haven Oaks HOA. skirkpatrick@kbhome.com/512-651-8086
Stephen Ashlock with Pulte Group. Stephen.Ashlock@PulteGroup.com/512-532-3355
The following were contacted via a letter sent by certified mail: Scott and Yesenia Sabelhaus,
Tim and Rebecca Schneider, Marc Smith, Jeff and Katrina Murray, Adrienne Sharp,
Margarita Bernard, Robert and Kathleen Langer, Jason and Heather Larsen, Nigel and Susan Pope.

3. What concerns were raised during these communications?

Opposition to Commercial zoning next to residential neighborhood.

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

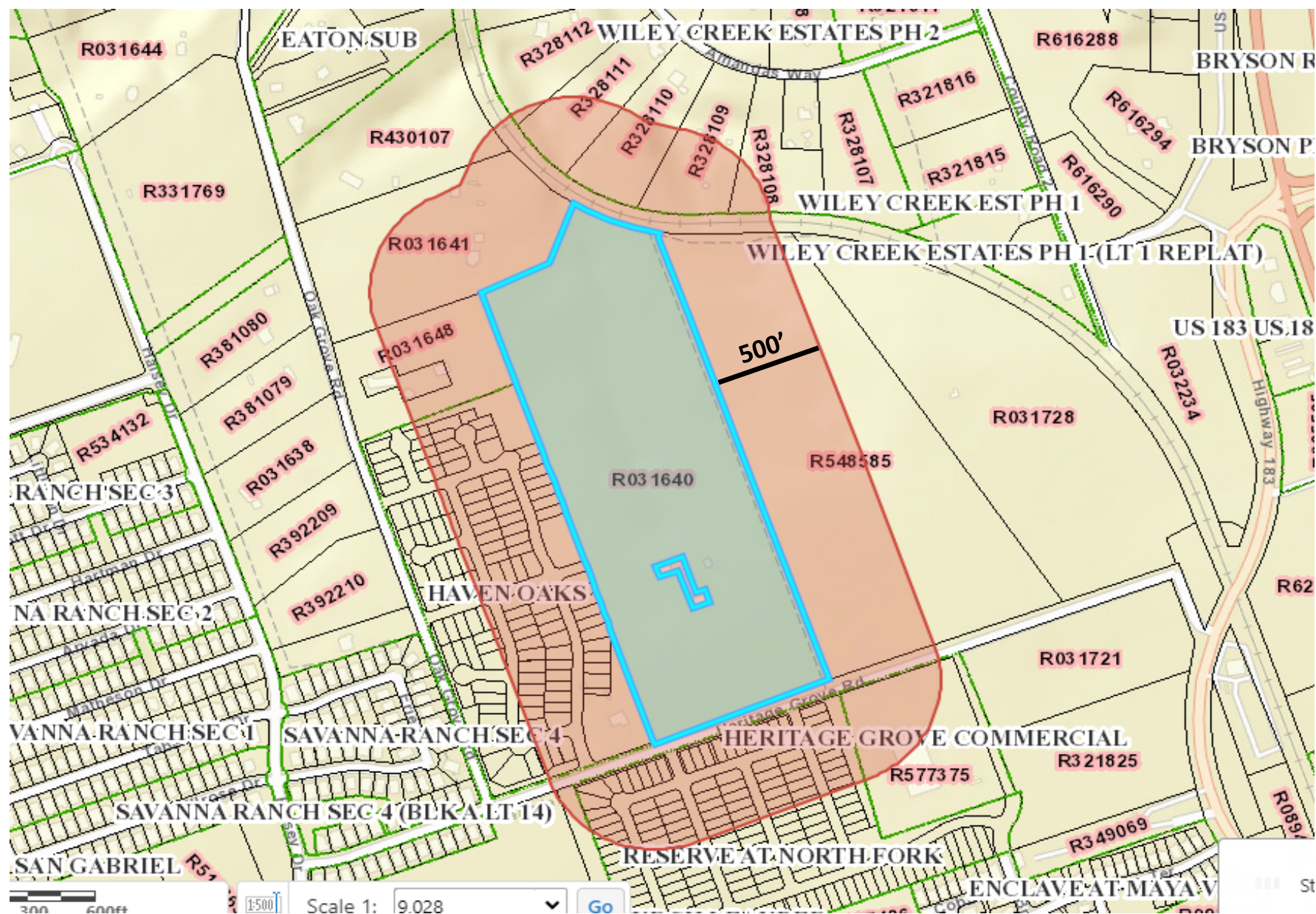
The project is proposing a 55' building setback along the western property line and
restricting several uses on this property that would not be considered appropriate
next to the existing residential neighborhoods. Access will also be prohibited where
Jud Allen Way currently dead-ends to the west of the property.

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

Signature: _____



_____ Date 5/4/2022



Property Owners Within 500' of the Site

<u>Parcel Identification Number</u>	<u>Owner</u>	<u>SiteAddress</u>
R597142	AKELLA, VENKATESWAR RAO & PHANI SWATHI	1904 TIGS TRL, LEANDER, TX 78641
R597180	ANAND, MANMEET	2020 ALEXANDER OAKS DR, LEANDER, TX 78641
R597181	BAD DEVL LLC	2020 RHETTS PL, LEANDER, TX 78641
R597149	BADGUJAR, MUKESH & KIRTI K	1932 TIGS TRL, LEANDER, TX 78641
R597152	BARAJAS, CAMERON & KREZIA MELCAH	1925 STRINGER PASS, LEANDER, TX 78641
R597114	BARNETT, ANTHONY ALLAN	1824 STRINGER PASS, LEANDER, TX 78641
R597176	BAUTISTA, JOSE ALAN & LESLIE MARISSA	2004 ALEXANDER OAKS DR, LEANDER, TX 78641
R597147	BERMUDEZ, LUIS E ROMERO & CARLEYS PATRICIA SILVA	1924 TIGS TRL, LEANDER, TX 78641
R597113	CHILUVERU, GANESH & HIMABINDU	1820 STRINGER PASS, LEANDER, TX 78641
R548585	CMHH HERITAGE LLC	204 HERITAGE GROVE RD, LEANDER, TX 78641
R597146	DE OLIVEIRA, MARCOS TADEU BERGAMI FLORES	1920 TIGS TRL, LEANDER, TX 78641
R597150	DODDI, VENKATA	1933 STRINGER PASS, LEANDER, TX 78641
R597151	DOSHI, MIHIR & ANKITA DOMADIA	1929 STRINGER PASS, LEANDER, TX 78641
R395787	DRONEYES INVESTMENTS LLC	701 HERITAGE GROVE RD, LEANDER, TX 78641
R462850	DRONEYES INVESTMENTS LLC	COUNTY ROAD 276, LEANDER, TX 78641
R597148	FRIEDRICH, BENJAMIN ALBERT & SAMANTHA M	1928 TIGS TRL, LEANDER, TX 78641
R597171	GASTON, DENNY A & REVA CRYSTAL, II	2021 RHETTS PL, LEANDER, TX 78641
R597173	GHANTA, MANJUSHA	2013 RHETTS PL, LEANDER, TX 78641
R597145	GHNIM, MOHAMMAD A AL	1916 TIGS TRL, LEANDER, TX 78641
R597178	GOZEN, YESIM & SANVER	2012 ALEXANDER OAKS DR, LEANDER, TX 78641
R597174	HASHEM, ABDULLATIF A & DEBRA HOFFER	2009 RHETTS PL, LEANDER, TX 78641
R597166	HAVEN OAKS RESIDENTIAL COMMUNITY INC	1942 STRINGER PASS, LEANDER, TX 78641
R597080	HAVEN OAKS RESIDENTIAL COMMUNITY INC	JUD ALLEN WAY, LEANDER, TX 78641
R612908	HAVEN OAKS RESIDENTIAL COMMUNITY INC	STRINGER PASS, LEANDER, TX 78641
R597158	HAVEN OAKS RESIDENTIAL COMMUNITY INC	1900 STRINGER PASS, LEANDER, TX 78641
R577375	HERITAGE GROVE HOLDINGS LP	203 HERITAGE GROVE RD, LEANDER, TX 78641
R597111	HUGHES, LISA & DERRICK	1812 STRINGER PASS, LEANDER, TX 78641
R597126	KB HOME LONE STAR INC	700 MADALIN RUE CT, LEANDER, TX 78641
R597086	KB HOME LONE STAR INC	1749 STRINGER PASS, LEANDER, TX 78641
R597102	KB HOME LONE STAR INC	1748 TIGS TRL, LEANDER, TX 78641
R597085	KB HOME LONE STAR INC	1745 STRINGER PASS, LEANDER, TX 78641
R597095	KB HOME LONE STAR INC	1820 TIGS TRL, LEANDER, TX 78641
R612906	KB HOME LONE STAR INC	1744 STRINGER PASS, LEANDER, TX 78641
R597172	KB HOME LONE STAR INC	2017 RHETTS PL, LEANDER, TX 78641
R597083	KB HOME LONE STAR INC	1737 STRINGER PASS, LEANDER, TX 78641
R612910	KB HOME LONE STAR INC	2012 RHETTS PL, LEANDER, TX 78641

R597104	KB HOME LONE STAR INC
R597103	KB HOME LONE STAR INC
R597175	KB HOME LONE STAR INC
R597156	KB HOME LONE STAR INC
R597110	KB HOME LONE STAR INC
R597087	KB HOME LONE STAR INC
R597163	KB HOME LONE STAR INC
R597094	KB HOME LONE STAR INC
R597090	KB HOME LONE STAR INC
R597109	KB HOME LONE STAR INC
R612907	KB HOME LONE STAR INC
R597179	KB HOME LONE STAR INC
R597088	KB HOME LONE STAR INC
R597159	KB HOME LONE STAR INC
R597107	KB HOME LONE STAR INC
R597089	KB HOME LONE STAR INC
R597154	KB HOME LONE STAR INC
R597097	KB HOME LONE STAR INC
R597100	KB HOME LONE STAR INC
R597112	KB HOME LONE STAR INC
R597074	KB HOME LONE STAR INC
R597055	KB HOME LONE STAR INC
R597092	KB HOME LONE STAR INC
R597084	KB HOME LONE STAR INC
R597081	KB HOME LONE STAR INC
R597165	KB HOME LONE STAR INC
R597096	KB HOME LONE STAR INC
R597057	KB HOME LONE STAR INC
R597073	KB HOME LONE STAR INC
R597056	KB HOME LONE STAR INC
R612909	KB HOME LONE STAR INC
R597101	KB HOME LONE STAR INC
R597099	KB HOME LONE STAR INC
R597117	KB HOME LONE STAR INC
R597072	KB HOME LONE STAR INC
R597093	KB HOME LONE STAR INC
R597108	KB HOME LONE STAR INC

1736 TIGS TRL, LEANDER, TX 78641
1744 TIGS TRL, LEANDER, TX 78641
2005 RHETTS PL, LEANDER, TX 78641
1909 STRINGER PASS, LEANDER, TX 78641
1808 STRINGER PASS, LEANDER, TX 78641
1801 STRINGER PASS, LEANDER, TX 78641
1932 STRINGER PASS, LEANDER, TX 78641
1824 TIGS TRL, LEANDER, TX 78641
1817 STRINGER PASS, LEANDER, TX 78641
1804 STRINGER PASS, LEANDER, TX 78641
STRINGER PASS, LEANDER, TX 78641
2016 ALEXANDER OAKS DR, LEANDER, TX 78641
1809 STRINGER PASS, LEANDER, TX 78641
1916 STRINGER PASS, LEANDER, TX 78641
1748 STRINGER PASS, LEANDER, TX 78641
1813 STRINGER PASS, LEANDER, TX 78641
1917 STRINGER PASS, LEANDER, TX 78641
1812 TIGS TRL, LEANDER, TX 78641
1756 TIGS TRL, LEANDER, TX 78641
1816 STRINGER PASS, LEANDER, TX 78641
1817 TIGS TRL, LEANDER, TX 78641
1705 TIGS TRL, LEANDER, TX 78641
1829 STRINGER PASS, LEANDER, TX 78641
1741 STRINGER PASS, LEANDER, TX 78641
1729 STRINGER PASS, LEANDER, TX 78641
1940 STRINGER PASS, LEANDER, TX 78641
1816 TIGS TRL, LEANDER, TX 78641
1713 TIGS TRL, LEANDER, TX 78641
1813 TIGS TRL, LEANDER, TX 78641
1709 TIGS TRL, LEANDER, TX 78641
2004 RHETTS PL, LEANDER, TX 78641
1752 TIGS TRL, LEANDER, TX 78641
1804 TIGS TRL, LEANDER, TX 78641
701 JUD ALLEN WAY, LEANDER, TX 78641
1809 TIGS TRL, LEANDER, TX 78641
1828 TIGS TRL, LEANDER, TX 78641
1752 STRINGER PASS, LEANDER, TX 78641

R597140	KHAJA, RAZI	625 JUD ALLEN WAY, LEANDER, TX 78641
R597139	KIM, MIN SUK & YOUNGHWAN NOH	621 JUD ALLEN WAY, LEANDER, TX 78641
R597098	KUMAR, DEEPAK	1808 TIGS TRL, LEANDER, TX 78641
R328110	LANGER, ROBERT J & KATHLEEN A	206 AMANDAS WAY, LEANDER, TX 78641
R430107	LARSEN, JASON & HEATHER	1372 OAK GROVE RD, LEANDER, TX 78641
R597136	MANDAL, JAY RAM & SANGITA K	700 ZELIA GLEN, LEANDER, TX 78641
R597162	MARSHALL, JUSTIN L	1928 STRINGER PASS, LEANDER, TX 78641
R597164	MCNEAL, JERRY BRENT & SANDRA MARIE	1936 STRINGER PASS, LEANDER, TX 78641
R328108	MURRAY, JEFF A & KATRINA A	AMANDAS WAY, LEANDER, TX 78641
R597082	NAGARAJ, RAGHAVENDRA S	1733 STRINGER PASS, LEANDER, TX 78641
R597075	NARAYANAN, PRABHU	700 JUD ALLEN WAY, LEANDER, TX 78641
R597141	NASRELDIN, MOHAMED & YASSIN ABOUELSEUD	629 JUD ALLEN WAY, LEANDER, TX 78641
R597144	OU, DEREK	1912 TIGS TRL, LEANDER, TX 78641
R597160	PATEL, YOGESH & MANISHABEN	1920 STRINGER PASS, LEANDER, TX 78641
R328112	POPE, NIGEL & SUSAN	210 AMANDAS WAY, LEANDER, TX 78641
R615579	PULTE HOMES OF TEXAS LP	1628 W KERR PASS, LEANDER, TX 78641
R615511	PULTE HOMES OF TEXAS LP	605 SENCA PARK, LEANDER, TX 78641
R615592	PULTE HOMES OF TEXAS LP	1624 BRIMHURST DR, LEANDER, TX 78641
R615664	PULTE HOMES OF TEXAS LP	1605 W KERR PASS, LEANDER, TX 78641
R615514	PULTE HOMES OF TEXAS LP	617 SENCA PARK, LEANDER, TX 78641
R615597	PULTE HOMES OF TEXAS LP	1604 BRIMHURST DR, LEANDER, TX 78641
R615580	PULTE HOMES OF TEXAS LP	1624 W KERR PASS, LEANDER, TX 78641
R615622	PULTE HOMES OF TEXAS LP	1608 HOLLY LAKE DR, LEANDER, TX 78641
R615667	PULTE HOMES OF TEXAS LP	1617 W KERR PASS, LEANDER, TX 78641
R615613	PULTE HOMES OF TEXAS LP	1609 HOLLY LAKE DR, LEANDER, TX 78641
R615516	PULTE HOMES OF TEXAS LP	625 SENCA PARK, LEANDER, TX 78641
R615567	PULTE HOMES OF TEXAS LP	533 SENCA PARK, LEANDER, TX 78641
R615643	PULTE HOMES OF TEXAS LP	1625 HOPE RANCH RD, LEANDER, TX 78641
R615645	PULTE HOMES OF TEXAS LP	1620 HOPE RANCH RD, LEANDER, TX 78641
R615593	PULTE HOMES OF TEXAS LP	1620 BRIMHURST DR, LEANDER, TX 78641
R615591	PULTE HOMES OF TEXAS LP	W KERR PASS, LEANDER, TX 78641
R615573	PULTE HOMES OF TEXAS LP	509 SENCA PARK, LEANDER, TX 78641
R615619	PULTE HOMES OF TEXAS LP	1620 HOLLY LAKE DR, LEANDER, TX 78641
R615581	PULTE HOMES OF TEXAS LP	1620 W KERR PASS, LEANDER, TX 78641
R615646	PULTE HOMES OF TEXAS LP	1616 HOPE RANCH RD, LEANDER, TX 78641
R615563	PULTE HOMES OF TEXAS LP	544 SENCA PARK, LEANDER, TX 78641
R615519	PULTE HOMES OF TEXAS LP	1625 BRIMHURST DR, LEANDER, TX 78641

R615668	PULTE HOMES OF TEXAS LP
R615571	PULTE HOMES OF TEXAS LP
R615618	PULTE HOMES OF TEXAS LP
R615564	PULTE HOMES OF TEXAS LP
R615583	PULTE HOMES OF TEXAS LP
R615577	PULTE HOMES OF TEXAS LP
R615644	PULTE HOMES OF TEXAS LP
R615595	PULTE HOMES OF TEXAS LP
R615566	PULTE HOMES OF TEXAS LP
R615578	PULTE HOMES OF TEXAS LP
R615582	PULTE HOMES OF TEXAS LP
R615570	PULTE HOMES OF TEXAS LP
R615513	PULTE HOMES OF TEXAS LP
R615596	PULTE HOMES OF TEXAS LP
R615584	PULTE HOMES OF TEXAS LP
R615649	PULTE HOMES OF TEXAS LP
R615518	PULTE HOMES OF TEXAS LP
R615572	PULTE HOMES OF TEXAS LP
R615569	PULTE HOMES OF TEXAS LP
R615521	PULTE HOMES OF TEXAS LP
R615520	PULTE HOMES OF TEXAS LP
R615641	PULTE HOMES OF TEXAS LP
R615666	PULTE HOMES OF TEXAS LP
R615574	PULTE HOMES OF TEXAS LP
R615616	PULTE HOMES OF TEXAS LP
R615642	PULTE HOMES OF TEXAS LP
R615638	PULTE HOMES OF TEXAS LP
R615512	PULTE HOMES OF TEXAS LP
R615665	PULTE HOMES OF TEXAS LP
R615510	PULTE HOMES OF TEXAS LP
R615517	PULTE HOMES OF TEXAS LP
R615669	PULTE HOMES OF TEXAS LP
R615617	PULTE HOMES OF TEXAS LP
R615523	PULTE HOMES OF TEXAS LP
R615648	PULTE HOMES OF TEXAS LP
R615612	PULTE HOMES OF TEXAS LP
R615575	PULTE HOMES OF TEXAS LP

1621 W KERR PASS, LEANDER, TX 78641
 517 SENCA PARK, LEANDER, TX 78641
 1624 HOLLY LAKE DR, LEANDER, TX 78641
 541 SENCA PARK, LEANDER, TX 78641
 1612 W KERR PASS, LEANDER, TX 78641
 1636 W KERR PASS, LEANDER, TX 78641
 1624 HOPE RANCH RD, LEANDER, TX 78641
 1612 BRIMHURST DR, LEANDER, TX 78641
 SENCA PARK, LEANDER, TX 78641
 1632 W KERR PASS, LEANDER, TX 78641
 1616 W KERR PASS, LEANDER, TX 78641
 521 SENCA PARK, LEANDER, TX 78641
 613 SENCA PARK, LEANDER, TX 78641
 1608 BRIMHURST DR, LEANDER, TX 78641
 1608 W KERR PASS, LEANDER, TX 78641
 1604 HOPE RANCH RD, LEANDER, TX 78641
 1629 BRIMHURST DR, LEANDER, TX 78641
 513 SENCA PARK, LEANDER, TX 78641
 525 SENCA PARK, LEANDER, TX 78641
 1617 BRIMHURST DR, LEANDER, TX 78641
 1621 BRIMHURST DR, LEANDER, TX 78641
 1617 HOPE RANCH RD, LEANDER, TX 78641
 1613 W KERR PASS, LEANDER, TX 78641
 505 SENCA PARK, LEANDER, TX 78641
 1621 HOLLY LAKE DR, LEANDER, TX 78641
 1621 HOPE RANCH RD, LEANDER, TX 78641
 1605 HOPE RANCH RD, LEANDER, TX 78641
 609 SENCA PARK, LEANDER, TX 78641
 1609 W KERR PASS, LEANDER, TX 78641
 601 SENCA PARK, LEANDER, TX 78641
 1633 BRIMHURST DR, LEANDER, TX 78641
 1625 W KERR PASS, LEANDER, TX 78641
 1625 HOLLY LAKE DR, LEANDER, TX 78641
 1609 BRIMHURST DR, LEANDER, TX 78641
 1608 HOPE RANCH RD, LEANDER, TX 78641
 1605 HOLLY LAKE DR, LEANDER, TX 78641
 438 HERITAGE GROVE RD, LEANDER, TX 78641

R615639	PULTE HOMES OF TEXAS LP	1609 HOPE RANCH RD, LEANDER, TX 78641
R615515	PULTE HOMES OF TEXAS LP	621 SENCA PARK, LEANDER, TX 78641
R615620	PULTE HOMES OF TEXAS LP	1616 HOLLY LAKE DR, LEANDER, TX 78641
R615522	PULTE HOMES OF TEXAS LP	1613 BRIMHURST DR, LEANDER, TX 78641
R615640	PULTE HOMES OF TEXAS LP	1613 HOPE RANCH RD, LEANDER, TX 78641
R615647	PULTE HOMES OF TEXAS LP	1612 HOPE RANCH RD, LEANDER, TX 78641
R615594	PULTE HOMES OF TEXAS LP	1616 BRIMHURST DR, LEANDER, TX 78641
R615623	PULTE HOMES OF TEXAS LP	1604 HOLLY LAKE DR, LEANDER, TX 78641
R615565	PULTE HOMES OF TEXAS LP	537 SENCA PARK, LEANDER, TX 78641
R615568	PULTE HOMES OF TEXAS LP	529 SENCA PARK, LEANDER, TX 78641
R615576	PULTE HOMES OF TEXAS LP	1640 W KERR PASS, LEANDER, TX 78641
R615585	PULTE HOMES OF TEXAS LP	1604 W KERR PASS, LEANDER, TX 78641
R615621	PULTE HOMES OF TEXAS LP	1612 HOLLY LAKE DR, LEANDER, TX 78641
R615615	PULTE HOMES OF TEXAS LP	1617 HOLLY LAKE DR, LEANDER, TX 78641
R615614	PULTE HOMES OF TEXAS LP	1613 HOLLY LAKE DR, LEANDER, TX 78641
R597155	RAJENDRAN, INDUMATHY	1913 STRINGER PASS, LEANDER, TX 78641
R597091	RANGASAMY, ANANDKUMAR	1825 STRINGER PASS, LEANDER, TX 78641
R597170	REYNAGA, JORGE & HUIYU GUAN	2016 RHETTS PL, LEANDER, TX 78641
R597157	RONTALA, PRADEEP REDDY	1905 STRINGER PASS, LEANDER, TX 78641
R328111	SABELHAUS, YESENIA & SCOTT	208 AMANDAS WAY, LEANDER, TX 78641
R031641	SCHNEIDER, TIM & REBECCA L	1100 OAK GROVE RD, LEANDER, TX 78641
R597127	SHANMUGAM, MURUGANANDHAN & SAMYUKTHA NARAYANA	701 MADALIN RUE CT, LEANDER, TX 78641
R328109	SHARP, ADRIENNE R & MARGARITA S BERNARD	204 AMANDAS WAY, LEANDER, TX 78641
R597153	SINGARAPU, VENU	1921 STRINGER PASS, LEANDER, TX 78641
R031647	SMITH, MARC RYAN TRUSTEE OF HARVEY ALAN SMITH FAMILY TRUST	1050 OAK GROVE RD, LEANDER, TX 78641
R031648	SMITH, MARC RYAN TRUSTEE OF HARVEY ALAN SMITH FAMILY TRUST	1050 OAK GROVE RD, LEANDER, TX 78641
R597115	SOMU, NARASI MHAREDDY	1828 STRINGER PASS, LEANDER, TX 78641
R597161	SOUZA, OLIVIA HEMMA D & MANJUNATH MARIGOUDAR	1924 STRINGER PASS, LEANDER, TX 78641
R597138	WANG, QI & YI WU	617 JUD ALLEN WAY, LEANDER, TX 78641
R597143	WOLFE, TAYLOR & JOSHUA BRIGATI	1908 TIGS TRL, LEANDER, TX 78641
R597177	ZHOU, XIA & XIANG FU	2008 ALEXANDER OAKS DR, LEANDER, TX 78641

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

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AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

Jewels Cain
(512) 435-2318
jcain@abaustin.com

May 2, 2022

Shawn Kirkpatrick
Sr. Director of Public Affairs
KB Home Austin
10800 Pecan Park, Suite 200
Austin, TX 78750

Re: PUD Zoning Application for the property located at 500 Heritage Grove Road, in Leander, Williamson County, Texas, 78641, also known as WCAD Parcel No. R031640 and R031642 (44.38 acres) (the "Application")

Dear Mr. Kirkpatrick:

I'm providing this letter as a follow-up to the Zoom meeting we had with the Haven Oaks residents on April 20, 2022. The purpose of the meeting was to present the proposed Application that's currently in review with the City of Leander. To provide a short summary, the property located at 500 Heritage Grove is in the ETJ and has a single family home. Other than the home the Property is currently undeveloped. The request is to rezone the property to Planned Unit Development (PUD) with a base zoning of HC-5-D to allow for a commercial use. Several uses will be prohibited as listed in the PUD notes provided with this letter. Also, additional setbacks along the western property line are being proposed as shown in the PUD zoning exhibit also provided with this letter. It's our understanding based on the zoning history on this property that the City will not approve a single family development and instead want to see a commercial use that aligns with the Employment Center district as shown in the City Future Land Use Map.

I've listed some of the questions that were raised with a response and have provided my contact information for anyone that would like to discuss the proposed project in more detail.

- The employment center guidelines specifically say that when adjacent to SFH residential, that heavy commercial isn't appropriate. "Heavy commercial and manufacturing uses should not be zoned adjacent to residential-planned or zoned areas. Such commercial users should take access from internal streets, where practical, and separated with transitional zoning districts and substantial buffering from residential." Page 95 of the Comprehensive Plan.

Response: It's our understanding PUD zoning with a base of Heavy Commercial is suitable when next to a residential area since the PUD allows for additional buffering which would provide an appropriate transition from residential to commercial. The additional development restrictions being proposed such as the list of prohibited uses make this specific zoning request appropriate under the employment center guidelines.

- What is the usual process that happens when you request the PUD?

Response: The PUD process is the same as any zoning application process. Neighborhood outreach is required prior to a public hearing at the Planning and Zoning Commission meeting. City staff also reviews the application and provides comments to the request. The Commission recommends approval or denial to City Council and City Council approves or denies the request.

- If the employment center was to come to live, would fixing Oak Grove to support the traffic be part of the project? What are the possible safety concern? Also possible heavy traffic and the Heritage Grove rd already leading to 183 is so narrow already? Traffic

Response: The City has plans to improve and realign Heritage Grove Road. For information related to the proposed City improvements please contact Lorraine Eldred in the Engineering Department at the City of Leander at 512-528-2766 or email at leldred@leandertx.gov.

Thank you in advance for your time and consideration of this zoning request. If you have any questions or need additional information, please do not hesitate to contact me at (512) 435-2318.

Respectfully,
Armbrust & Brown, PLLC



Jewels Cain
Land Development Consultant

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 500 HERITAGE GROVE PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF HC-4-D (HEAVY 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 44.385 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification numbers R031642 and R031640; more particularly described in Instrument Number 2021177576 recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the 500 Heritage Grove PUD (Planned Unit Development) with the base zoning district of HC-4-D (Heavy Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A", "B", and "C", which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 7th day of July, 2022.

FINALLY PASSED AND APPROVED on this the 21st day of July, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



**MINUTES
PLANNING & ZONING COMMISSION
CITY OF LEANDER, TEXAS**

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

June 9, 2022 at 7:00 PM



Place 1 – Donnie Mahan, *Vice Chair*
Place 2 – John Cosgrove, *Chair*
Place 3 – Ron May
Place 4 – Deirdre Moss

Place 5 – Gary Hampton, Jr.
Place 6 – Laura Lantrip
Place 7 – Rick Carpenter

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

1. Call to Order at 7:00 p.m.

2. Roll Call.

All Commissioners were present except Vice Chair Donne Mahan.

3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the June 2, 2022, meeting.

4. Review of meeting protocol.

5. Citizen Comments: Three (3) minutes allowed per speaker.
[Please turn in speaker request form before the meeting begins.]

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case 21-FP-002 regarding Travisso Phase 4 Section 5 Final Plat on one parcel of land approximately 89 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcel 353024; generally located at Travisso Parkway and Novara Trail, Leander, Travis County, Texas.
7. Approval of Subdivision Case 22-SFP-001 regarding Crystal Falls Business Park Short Form Final Plat on one parcel of land approximately 13.835 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031217; more commonly known as 10960 E. Crystal Falls Pkwy, Leander, Williamson County, Texas.

8. Approval of the submittal schedule for Subdivision, Site Development Applications, and Dry Utility Applications pursuant to Article IX, Section 9 (a) (1) b. of the Composite Zoning Ordinance and Article II, Section 20 (e) of the Subdivision Ordinance; Leander, Williamson & Travis Counties, Texas.
9. Approval of the Subdivision, Site Development, and Dry Utility Application Forms pursuant to Article IX, Section 9 (a) (1) c. of the Composite Zoning Ordinance; Leander, Williamson & Travis Counties, Texas.
10. Approval of Minutes.

Motion made by Commissioner Ron May, seconded by Commissioner Rick Carpenter to approve consent agenda items 6 through 10.

AYE: Chair John Cosgrove, Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May

6 - 0 Passed

PUBLIC HEARING: ACTION

11. Conduct a Public Hearing and consider action regarding Zoning Case 22-Z-012 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 500 Heritage Grove Road PUD (Planned Unit Development) with the base zoning district of HC-4-D (Heavy Commercial) on two parcels of land approximately 44.385 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031642 and R031640; and commonly known as 500 Heritage Grove Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-Z-012 as described above.

Robert Langer, Lee Jackson, Ken Curliss, Vikram Kumar, Adrienne Sharp, Norina Miszori all spoke against.

Anthony Gonzales spoke for.

Motion made by Commissioner Ron May, to postpone the zoning case until June 23, 2022, to give the applicant time to address the following:

1. Provide more information about the proposal. The current PUD is too vague.
2. Reduced permitted outdoor storage.
3. Include height limits
4. Provide a transition/buffer between the development and the residential area.

The applicant confirmed that they were not interested in providing more detail.

No one second the motion.

AYE: Commissioner Ron May

NAY: Chair John Cosgrove, Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr.

1 - 5 Failed

Motion made by Commissioner Laura Lantrip, seconded by Commissioner Deirdre Moss to deny the zoning request.

AYE: Chair John Cosgrove, Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr.

NAY: Commissioner Ron May

5 - 1 Passed

12. Conduct a Public Hearing and consider action regarding Zoning Case 22-Z-017 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to SFC-2-B (Single-Family Compact) and SFT-2-B (Single-Family Townhouse) on one parcel of land approximately 37.02 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031560; and more commonly known as 800 CR 177, Leander, Williamson County, Texas.
- Discuss and consider action regarding Zoning Case 22-Z-017 as described above.

Applicant withdrew the zoning application.

REGULAR AGENDA

13. Discuss and consider action regarding Subdivision Case 21-PP-013 to approve the Leander Estates Preliminary Plat on three parcels of land approximately 210.6 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R560185 and R560184; and Travis Central Appraisal District Parcel 905245; generally located at the north west corner of CR 280 and the future extension of Lakeline Blvd., Leander, Williamson and Travis Counties, Texas.

Mary Richarson spoke against.

Motion made by Commissioner Laura Lantrip, seconded by Commissioner Rick Carpenter to approve the preliminary plat heritage tree removal.

AYE: Chair John Cosgrove, Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May

6 - 0 Passed

14. Adjournment at 8:13 p.m.

APPROVED:

CHAIRMAN COSGROVE

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
07/21/2022

AGENDA SUBJECT:

Discuss and consider action on Tree Removal Case 22-CIP-TRP-004 regarding removal of Significant and Heritage Trees associated with the eastward expansion of San Gabriel Parkway from Palmera Bluff subdivision to the intersection of Ronald Reagan Boulevard generally located north of Palmera Ridge Section 9 and runs southwest of the intersection of Ronald Reagan Boulevard and current CR 274, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the tree removal request process.

HISTORY/TIMELINE:

07/14/2022 Planning & Zoning Commission

APPLICANT/AGENT:

The City of Leander Capital Improvements Program Manager (Tony Bettis).

RECOMMENDATION:

The Planning & Zoning Commission recommended approval of the request during the July 14, 2022 meeting.

PRESENTER:

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

Attachments

1. Planning Analysis
2. Location Map
3. Aerial Map
4. Letter of Intent
5. Tree Removal Exhibit
6. Tree Removal Data
7. Tree Removal Inventory
8. P&Z Draft Minutes



PLANNING ANALYSIS

TREE REMOVAL CASE 22-CIP-TRP-004 SAN GABRIEL PHASE 2 ROW EXPANSION

GENERAL INFORMATION

Owner/Agent:	City of Leander Capital Improvements Program Manager (Tony Bettis)
Current Zoning:	ETJ (Extra Territorial Jurisdiction)
Size and Location:	The project is generally located north of Palmera Ridge Section 9 and runs southwest of the intersection of Ronald Reagan Boulevard and current CR 274, approximately 2,162 feet of ROW (.410 miles).
Staff Contact:	Cory Dale, Planner

APPLICANT REQUEST

The applicant has submitted a request to remove twenty-one (21) significant trees (>18" to 26" caliper inches) and five (5) heritage trees (>26" caliper inches), more particularly described in attachment 6 tree removal data. The request is tied to a CIP Project (20-CIP-007) to construct the Phase 2 expansion of San Gabriel Parkway east onto Ronald Reagan Parkway. The tree removals are needed due to the capital improvement project expansion of San Gabriel Parkway Phase 2. Additionally, City staff wishes to mitigate for a February 2019 water line installment project to the San Gabriel Pump Station, in which a trees were removed without permit.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	ETJ	Undeveloped
EAST	LC-2-A	Commercial (undeveloped)
SOUTH	PUD-SF	Residential (Palmera Ridge Section 9)
WEST	PUD-SF	Residential (Palmera Ridge Section 4)

SURROUNDING AREA:

This property is located to the north of Palmera Ridge Section 9 and runs southwest of the intersection of Ronald Reagan Boulevard and current CR 274. The property to the north and east is undeveloped while the south and west surrounds is developed as the Palmera Ridge Subdivision.

PHYSICAL AND NATURAL FEATURES:

The limits of construction contain significant tree cover where the expansion and improvements are proposed (attachment 5). The trees proposed for removal at this time include those within the south two (2) lanes, with construction starting within the next year. Additional trees proposed for removal include the future two (2) north lanes, with construction date TBD.

MAJOR CORRIDORS:

Project construction will take access off Azul Lagoon Drive and connect the existing San Gabriel road section with Ronald Reagan Blvd.

TRANSPORTATION PLAN:

The future Phase 2 expansion of San Gabriel Parkway is a 100 foot, four (4) lane arterial ROW with ten (10') foot sidewalks on north and south sides of the roadway. The project will be developed in two (2) phases (see attachments 4 & 5) with the south two (2) lanes being constructed within the next year and the remaining two (2) north lanes being constructed at a future date.

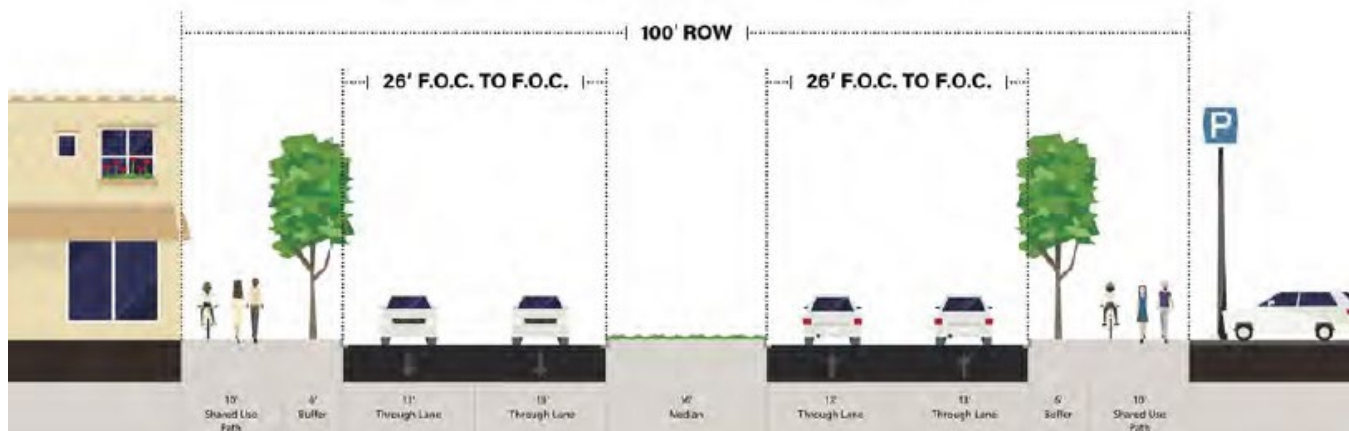
ARTERIAL 4 LANE

Figure 2-4 Arterial four (4)-lane cross section per Transportation Master Plan.

CURRENT LAND USES:

The project area is north of the existing San Gabriel Storage Tank and is bound to the south and west by the Palmera Ridge subdivision.

APPROVAL CRITERIA:

The Composite Zoning Ordinance includes the following tree mitigation requirements:

- Up to 50% of significant trees between eight (8") and eighteen (18") caliper inches may be removed without mitigation. The replacement ratio is 1:1.
- Trees 18 to 26 caliper inches may be removed with the approval of the Commission and a replacement ratio of 2:1.
- Heritage Trees (>26) require approval by the Commission and Council, a replacement ratio of 3:1, and a removal fee in the amount of \$300;
- Total mitigation fees due for the project is \$223,050. Breakdown of the fee amount is provided below.

Please see the proposed tree removal calculation per San Gabriel Phase 2 Capital Improvements Plans (20-CIP-007):

TREE PRESERVATION PLAN

TREE CALIPER INCHES

TREE SIZE (in caliper inches)	TOTAL INCHES	SAVED INCHES	SAVED INCHES %	REMOVED INCHES	REMOVED INCHES %
8" to 18"	1463	234	16%	1229	84%
>18" to 26"	603	157	26%	446	74%
SUBTOTAL 8" to 26"	2066	391	19%	1675	81%
>26"	184	44	24%	140	76%
TOTALS	2250	435	19%	1815	81%

TOTAL TREES

TREE SIZE (in caliper inches)	TOTAL TREES	SAVED TREES	SAVED TREES %	REMOVED TREES	REMOVED TREES %
8" to 18"	128	22	17%	106	83%
>18" to 26"	28	7	25%	21	75%
SUBTOTAL 8" to 26"	156	29	19%	127	81%
>26" HERITAGE	6	1	17%	5	83%
TOTALS	162	30	19%	132	81%

MITIGATION PLAN

TREE SIZE (in caliper inches)	>50% REMOVAL	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES
8" to 18"	498	498	-	-	\$ 74,700
>18" to 26"	144.5	-	289	-	\$ 43,350
>26" HERITAGE	-	-	-	420	\$ 63,000
HERITAGE TREE REMOVAL FEE IN ADDITION TO 140 inches x \$300 =					\$ 42,000
MITIGATION PLAN FEE: total caliper inches x \$300					
TOTAL FEE AMOUNT					\$ 223,050

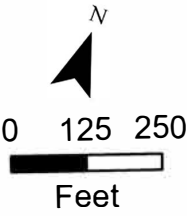
As part of the mitigation process, the Developer is proposing to pay the mitigation fees in the amount of \$150 per caliper inch of replacement tree in lieu of planting new trees.

Mitigation Fees

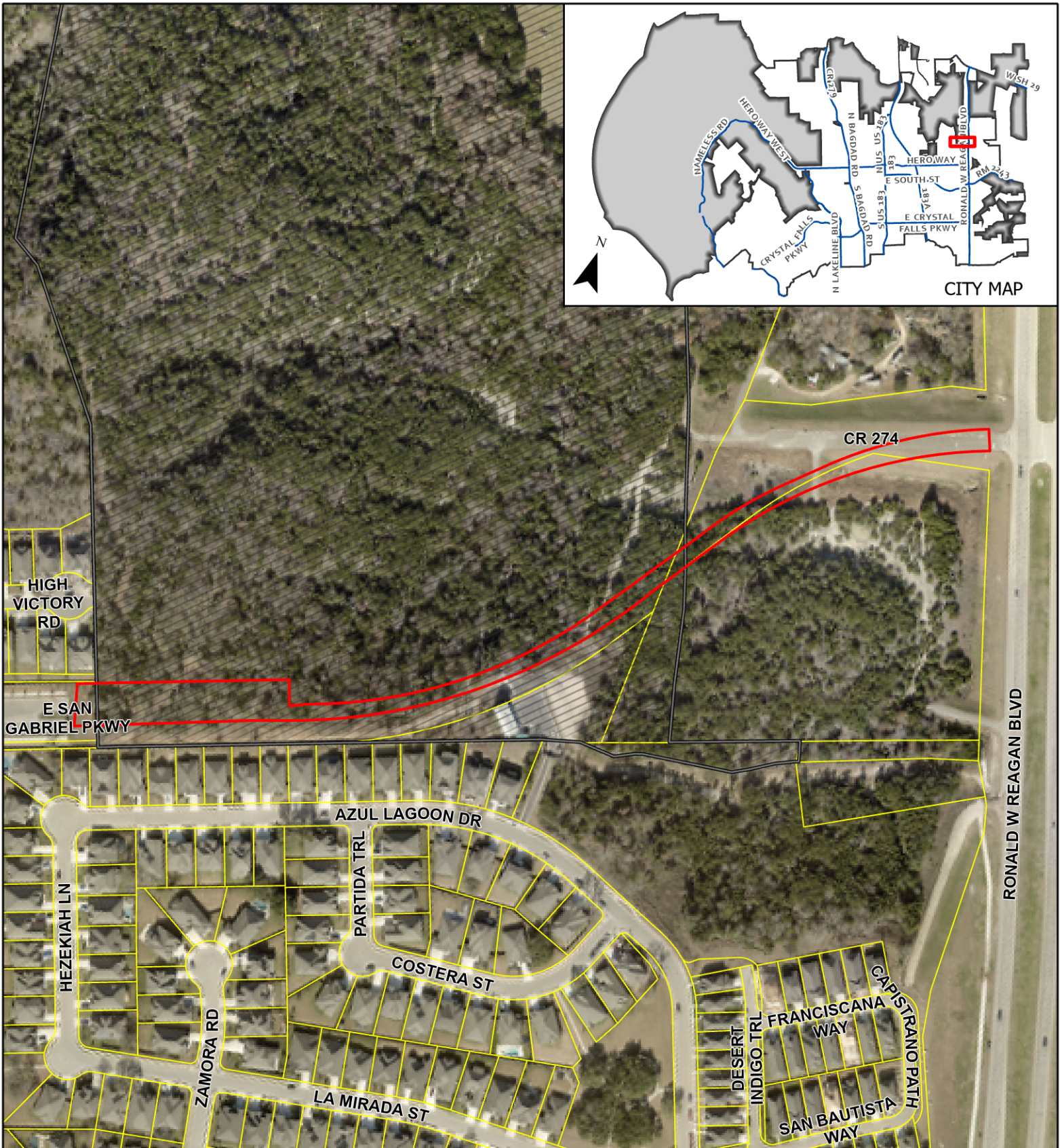
- Significant Trees 8" to 18" removed: 498
- Significant Trees 8" to 18" mitigation fees (\$150 per caliper inch at 1:1): **\$74,700**
- Significant Trees >18" – 26" removed: 144.5"
- Significant Trees >18" – 26" mitigation fees (\$150 per caliper inch at 2:1): **\$43,350**
- Heritage Tree (>26") removed: 140"
- Heritage Tree Removal Fee (\$300 per caliper inch removed): **\$42,000**
- Heritage Tree Mitigation Fee (\$150 per caliper inch at 3:1): **\$63,000**
- Total Mitigation Fee: **\$223,050**



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.



-  Subject Area
 Leander City Limits
 ETJ



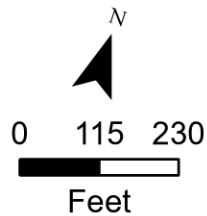
CASE: 22-CIP-TRP-004

ATTACHMENT #3

SAN GABRIEL
PARKWAY PH 2

Aerial Map

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



- Leander City Limits
- Leander ETJ
- Subject Area



Tony Bettis, PMP
CIP Project Manager
City of Leander - Engineering - CIP
201 N. Brushy St.
Leander, TX 78641

April 19, 2022

City of Leander - Planning
Robin Griffin, Planning Director
Pat Bryson Municipal Hall
201 N Brushy Street
Leander, Texas 78646

RE: Tree Removal Request – Letter of Intent

The City of Leander is constructing the eastward extension, Phase 2, of the San Gabriel Parkway from Palmera Bluff subdivision to the intersection with Ronald Reagan Boulevard. A section of trees had been removed in February 2019 when the new 24-inch water line was installed to the new pump station. Those trees were removed without permit and are now being included in this application, as those trees would have had to be removed during this road project. During February 2021, the unusual winter storm killed many trees in the remaining area, and those were subsequently knocked over by a Spring thunderstorm in March 2021. For those trees still remaining, these trees will be removed in two phases; the first when the south two lanes are constructed within the next year, and the remaining when the north two lanes are constructed in the future, when the City is ready to construct those lanes.

The trees to be removed are noted in the attached Tree Summary and shown in the Tree Removal Plan. All the trees identified, noted by tree tag numbers, location and size, are within the road's right of way, including nine heritage trees. Of these heritage trees, five were removed in 2019, two have died, and two remain, #6768 and #6915. For this upcoming construction, #6768 will need to be removed, and #6915 will remain until the City is ready to construct the north two lanes.

We are requesting Planning & Zoning and City Council's review and approval for the removal of the trees on this list.

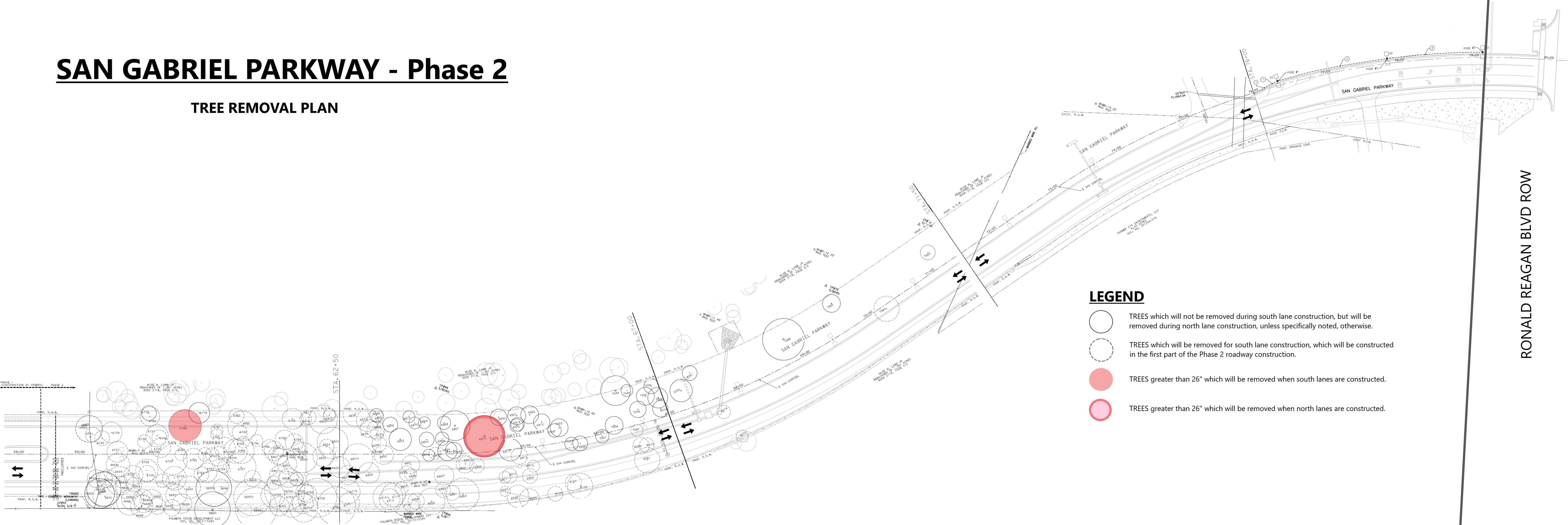
Sincerely,

Tony Bettis, PMP
CIP Project Manager



SAN GABRIEL PARKWAY - Phase 2

TREE REMOVAL PLAN



RONALD REAGAN BLVD ROW

TREE PROTECTION						
TREE NUMBER	TREE TYPE	CALIPER INCH	REMOVE	PROTECTE	MITIGATION REQUIRED+	HERITAGE
6653	RED OAK	12"	12"		100%	
6654	ELM	19"	0"	19"	0%	
6655	RED OAK	16"	16"		100%	**
6656	RED OAK	12"	12"		100%	
6657	RED OAK	11"	11"		100%	
6658	RED OAK	16"	16"		100%	
6659	RED OAK	19"	19"		200%	
6660	RED OAK	8"	8"		100%	
6661	RED OAK	16"	16"		100%	
6663	RED OAK	10"	10"		100%	
6684	POST OAK	17"	17"		100%	**
6685	BLACKJACK OAK	20"	20"		200%	**
6686	POST OAK	13"	13"		100%	**
6687	BLACKJACK OAK	12"	12"		100%	**
6688	RED OAK	15"	15"		100%	**
6689	ELM	15"	15"		100%	**
6690	RED OAK	11"	11"		100%	**
6691	BLACKJACK OAK	14"	14"		100%	**
6693	RED OAK	13"	13"		100%	**
6694	BLACKJACK OAK	15"	15"		100%	
6695	BLACKJACK OAK	24"	0"	24"	0%	
6696	BLACKJACK OAK	13"	13"		100%	
6697	POST OAK	30"	30"		300%	Y **
6700	RED OAK	21"	21"		200%	**
6702	RED OAK	27"	27"		300%	Y **
6703	RED OAK	17"	17"		100%	**
6704	RED OAK	12"	12"		100%	**
6705	RED OAK	12"	12"		100%	**
6706	LIVE OAK	14"	14"		100%	**
6708	BLACKJACK OAK	29"	29"		300%	Y **
6710	RED OAK	21"	21"		200%	**
6711	BLACKJACK OAK	14"	14"		100%	**
6713	POST OAK	14"	14"		100%	**
6714	POST OAK	27"	27"		300%	Y **
6715	POST OAK	23"	23"		200%	**
6716	RED OAK	12"	12"		100%	**
6727	ELM	14"	14"		100%	
6728	POST OAK	15"	15"		100%	
6729	POST OAK	11"	11"		100%	
6730	POST OAK	13"	13"		100%	
6731	POST OAK	9"	9"		100%	
6732	POST OAK	9"	9"		100%	
6733	POST OAK	23"	23"		200%	**
6734	POST OAK	20"	20"		200%	
6735	POST OAK	16"	16"		100%	
6736	POST OAK	10"	10"		100%	
6737	POST OAK	15"	15"		100%	
6738	POST OAK	9"	9"		100%	
6739	POST OAK	14"	14"		100%	
6740	ELM	10"	10"		100%	
6741	RED OAK	10"	10"		100%	
6756	BLACKJACK OAK	8"	8"		100%	
6757	POST OAK	20"	20"		200%	
6758	POST OAK	17"	17"		100%	
6759	POST OAK	20"	20"		200%	
6760	POST OAK	14"	14"		100%	
6761	ASH	13"	13"		100%	
6762	POST OAK	9"	9"		100%	
6763	POST OAK	13"	13"		100%	
6764	POST OAK	10"	10"		100%	
6765	POST OAK	14"	14"		100%	
6766	POST OAK	9"	9"		100%	
6767	POST OAK	8"	8"		100%	

TREE PROTECTION						
TREE NUMBER	TREE TYPE	CALIPER INCH	REMOVE	PROTECTE	MITIGATION REQUIRED+	HERITAGE
6768	POST OAK	27"	27"		300%	Y
6769	POST OAK	13"	13"		100%	
6770	POST OAK	10"	0"	10"	0%	
6779	POST OAK	14"	0"	14"	0%	
6780	POST OAK	8"	8"		100%	
6781	POST OAK	8"	8"		100%	
6782	ASH	10"	10"		100%	
6784	POST OAK	10"	10"		100%	
6785	ASH	8"	8"		100%	
6793	BLACKJACK OAK	14"	14"		100%	
6795	POST OAK	8"	8"		100%	
6796	ELM	10"	10"		100%	
6797	POST OAK	13"	13"		100%	
6799	BLACKJACK	12"	12"		100%	
6800	ASH	9"	9"		100%	
6801	POST OAK	13"	13"		100%	
6802	POST OAK	11"	11"		100%	
6803	POST OAK	13"	13"		100%	
6804	POST OAK	20"	20"		200%	
6805	POST OAK	11"	11"		100%	
6806	ASH	9"	9"		100%	
6807	BLACKJACK	17"	17"		100%	
6808	POST OAK	13"	13"		100%	
6809	POST OAK	9"	9"		100%	
6817	LIVE OAK	10"	10"		100%	
6818	LIVE OAK	8"	8"		100%	
6820	POST OAK	19"	19"		200%	
6823	ELM	21"	21"		200%	
6824	POST OAK	10"	10"		100%	
6825	POST OAK	14"	14"		100%	
6826	BLACKJACK	18"	18"		100%	
6827	RED OAK	18"	18"		100%	
6829	RED OAK	18"	18"		100%	
6831	RED OAK	20"	20"		200%	
6833	POST OAK	9"	9"		100%	
6834	BLACKJACK	12"	12"		100%	
6835	BLACKJACK	12"	12"		100%	
6837	RED OAK	22"	22"		200%	
6838	RED OAK	25"	25"		200%	
6846	POST OAK	9"	0"	9"	0%	
6847	POST OAK	8"	8"		100%	
6848	POST OAK	10"	0"	10"	0%	
6849	POST OAK	10"	10"		100%	
6851	RED OAK	12"	12"		100%	
6852	RED OAK	22"	0"	22"	0%	
6853	RED OAK	10"	0"	10"	0%	
6854	RED OAK	8"	0"	8"	0%	
6855	RED OAK	10"	10"		100%	
6856	RED OAK	8"	8"		100%	
6857	RED OAK	9"	9"		100%	**
6858	RED OAK	11"	11"		100%	**
6859	RED OAK	23"	23"		200%	**
6860	ASH	10"	10"		100%	**
6861	RED OAK	10"	10"		100%	**
6862	RED OAK	13"	13"		100%	
6863	RED OAK	22"	22"		200%	**
6864	RED OAK	13"	0"	13"	0%	
6865	ASH	8"	8"		100%	
6866	RED OAK	9"	0"	9"	0%	
6867	RED OAK	26"	0"	26"	0%	
6868	RED OAK	9"	0"	9"	0%	
6869	RED OAK	8"	0"	8"	0%	
6870	RED OAK	8"	0"	8"	0%	

TREE PROTECTION						
TREE NUMBER	TREE TYPE	CALIPER INCH	REMOVE	PROTECTE	MITIGATION REQUIRED+	HERITAGE
6871	RED OAK	8"	0"	8"	0%	
6900	RED OAK	10"	10"		100%	
6901	RED OAK	9"	9"		100%	
6902	RED OAK	12"	12"		100%	
6907	RED OAK	15"	0"	15"	0%	
6909	RED OAK	10"	10"		100%	
6910	ELM	10"	10"		100%	
6911	POST OAK	8"	8"		100%	
6912	POST OAK	8"	8"		100%	
6913	POST OAK	11"	11"		100%	
6915	POST OAK	44"	0"	44"	0%	Y
6917	RED OAK	20"	0"	20"	0%	
6920	RED OAK	9"	0"	9"	0%	
6922	ELM	12"	0"	12"	0%	
6972	ASH	11"	0"	11"	0%	
7005	RED OAK	9"	0"	9"	0%	
7044	RED OAK	26"	0"	26"	0%	Y
7047	ASH	8"	8"		100%	
7056	RED OAK	10"	0"	10"	0%	
7057	RED OAK	12"	0"	12"	0%	
7983	LIVE OAK	10"	0"	10"	0%	
7985	POST OAK	16"	0"	16"	0%	
8072	POST OAK	8"	8"		100%	
8074	POST OAK	9"	9"		100%	
8078	POST OAK	14"	0"	14"	0%	
8079	RED OAK	10"	10"		100%	
8080	RED OAK	14"	14"		100%	
8081	RED OAK	23"	23"		200%	**
8097	POST OAK	7"	7"		100%	**
8098	POST OAK	22"	22"		200%	**
8099	POST OAK	13"	13"		100%	**
8100	RED OAK	10"	10"		100%	**
8101	RED OAK	11"	11"		100%	**
8102	RED OAK	22"	22"		200%	**
10000	CEDAR ELM	20"	0"	20"	0%	
10003	CEDAR ELM	20"	20"		200%	

TOTAL INCHES		491"	255"	236"		
--------------	--	------	------	------	--	--

8" to 18"	greater than 50% at 1:1 mitigation cost	\$ 74,700
>18" to 26"	at 2:1 mitigation cost	\$ 43,350
>26"	at 3:1 mitigation cost	\$ 63,000
HERITAGE TREE REMOVAL FEE		\$ 42,000
TOTAL FEE		\$ 223,050

NOTES:

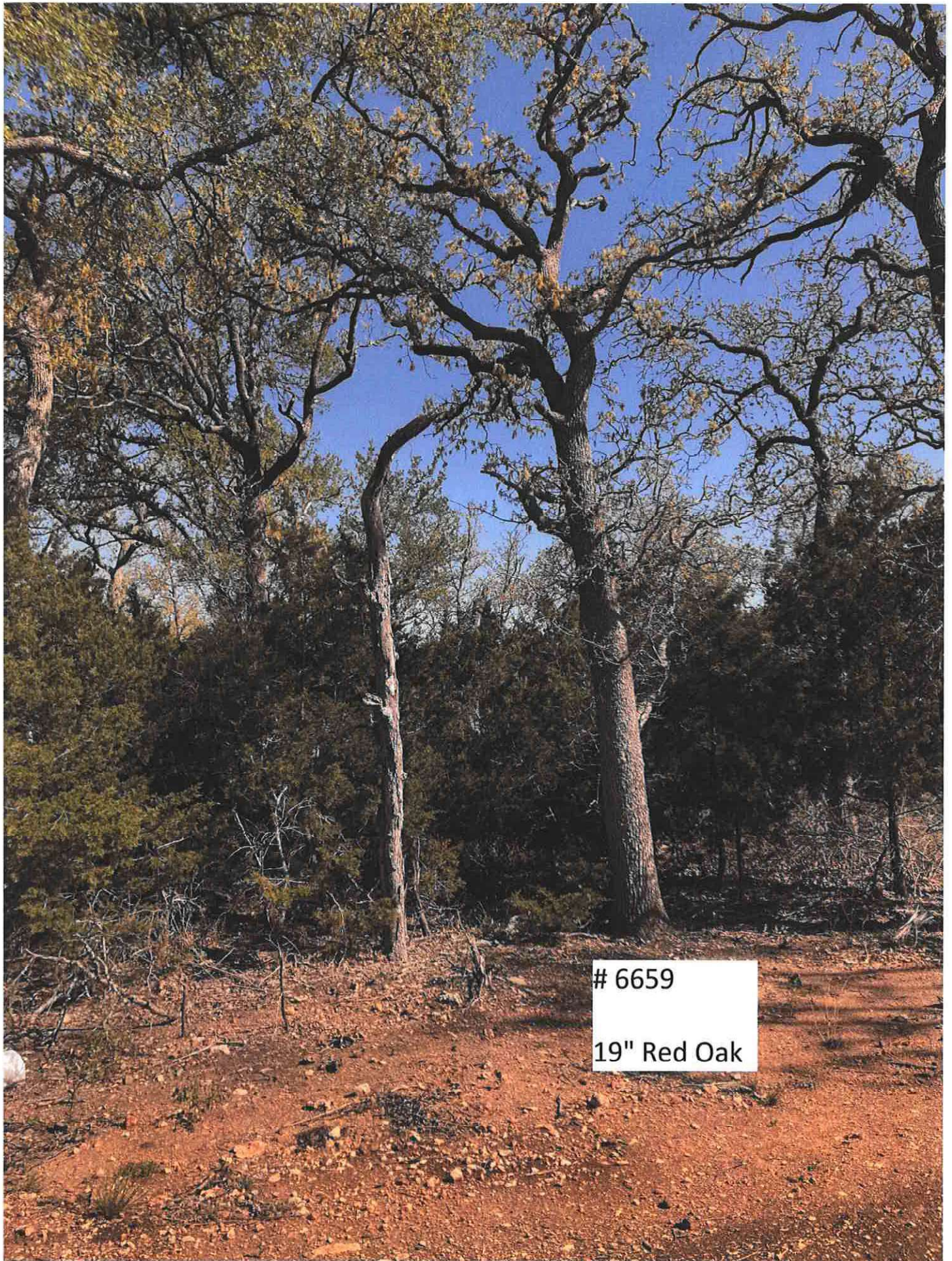
Protected trees in accordance with the City of Leander Detail 303-2 Tree Protection.

In accordance with City of Leander ordinance up to 50% of significant trees between eight (8) and eighteen (18) caliper inches may be removed during construction without mitigation. This table represents the calculations for mitigation fees.

Tree calculations follow the City of Leanders’ ordinance on tree mitigations.

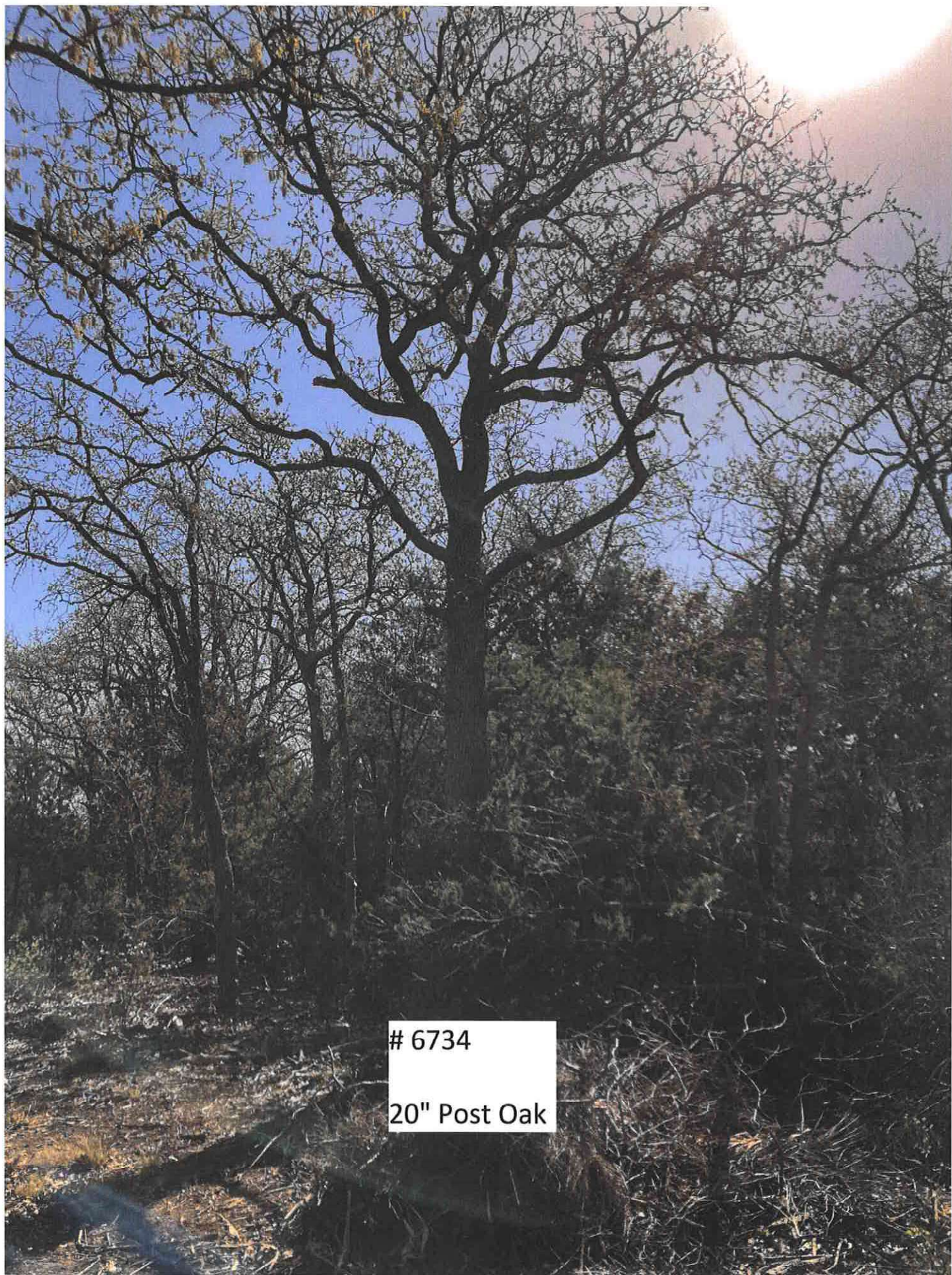
This is a City of Leander Capital Improvement Project and mitigation funds will be provided by the City of Leander.

** Denotes trees previously removed in 2019 by Others.



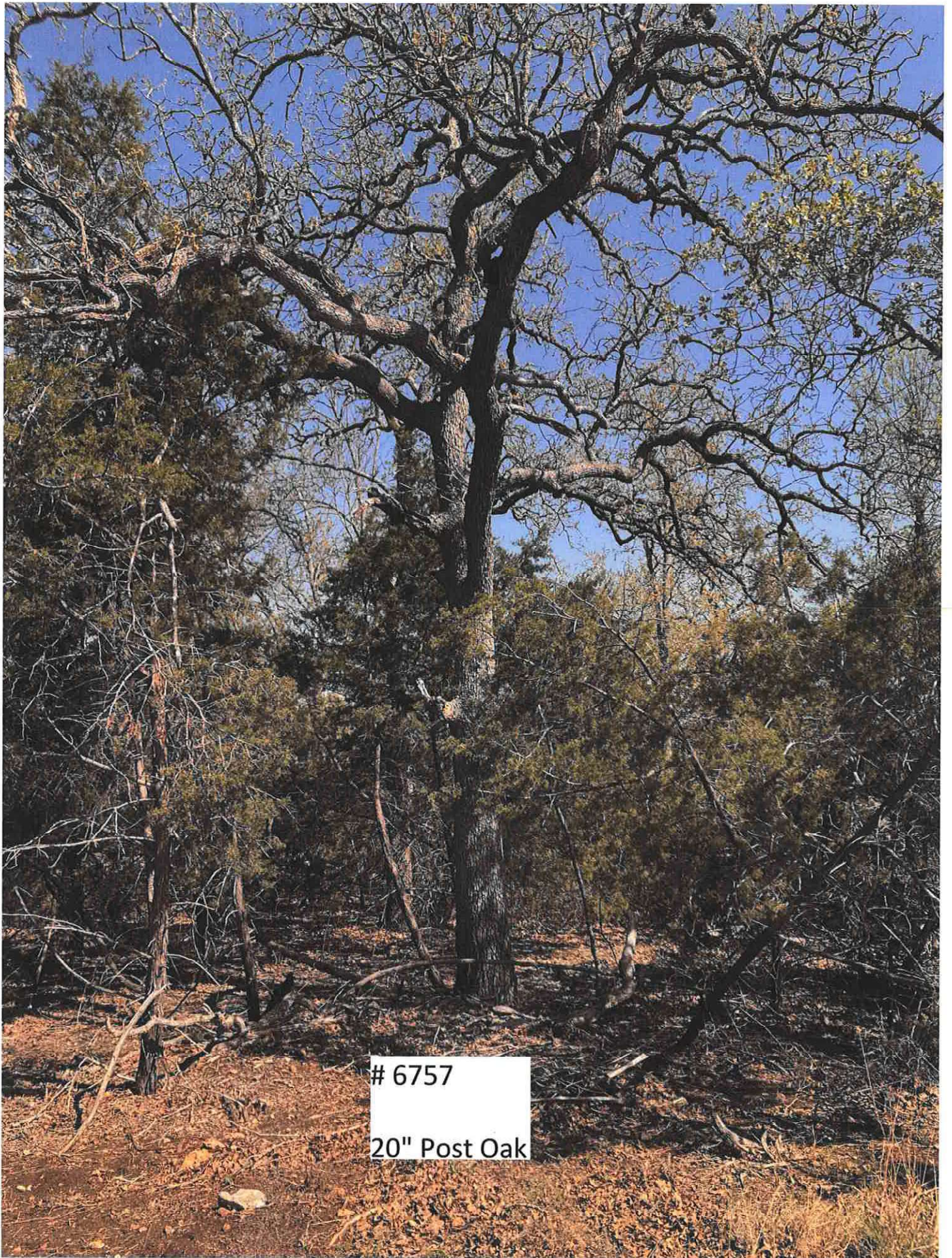
6659

19" Red Oak



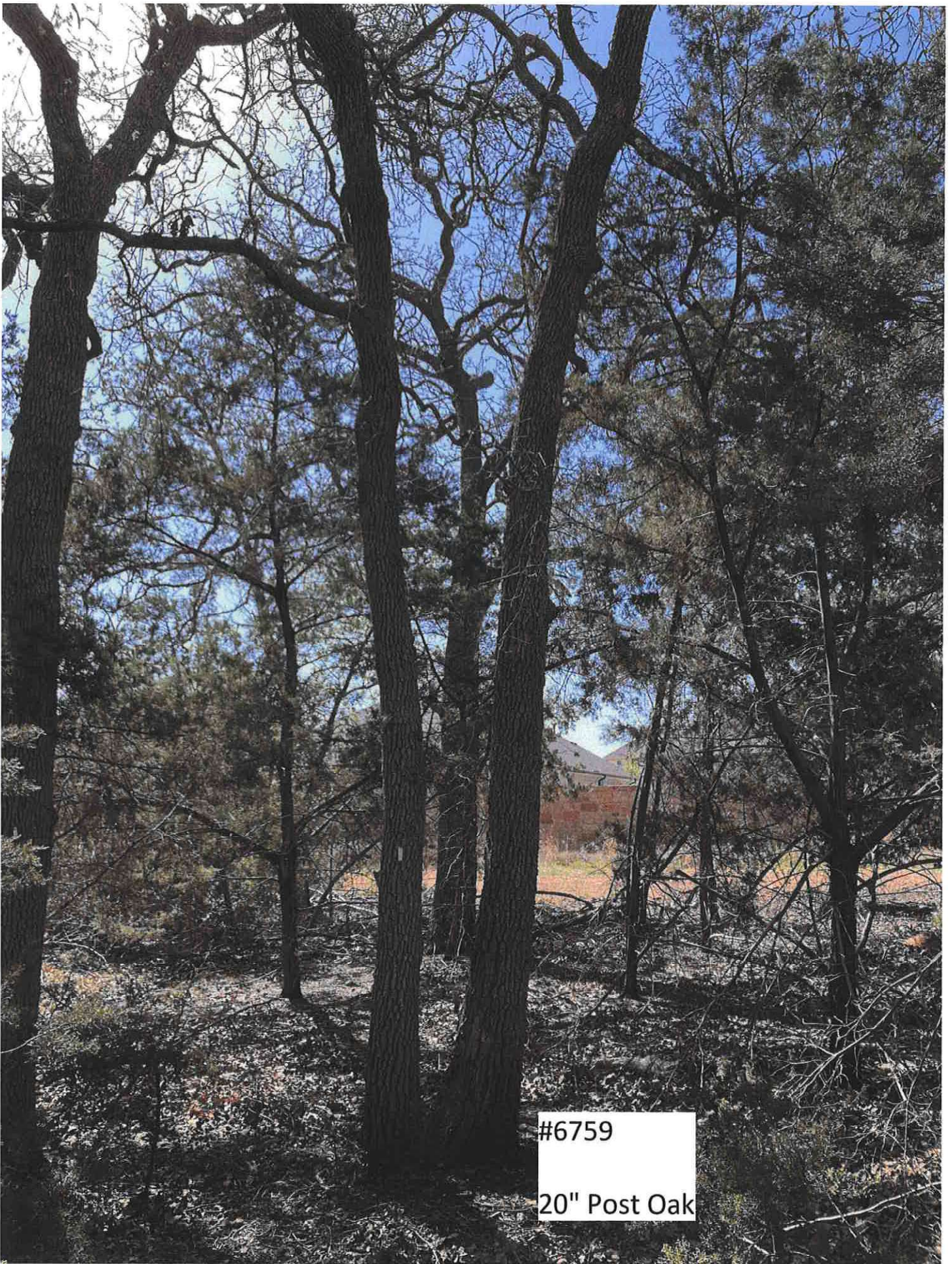
6734

20" Post Oak



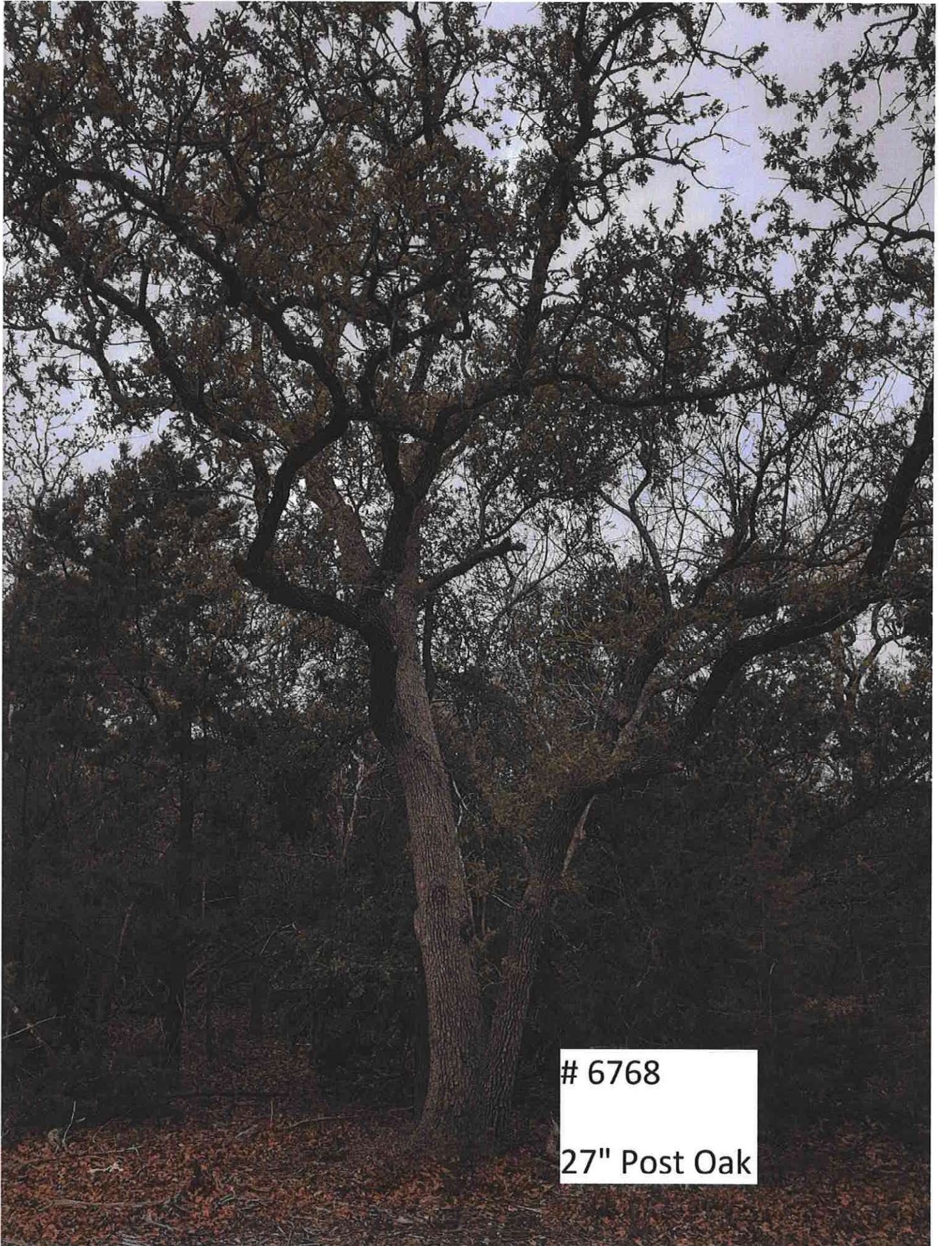
6757

20" Post Oak



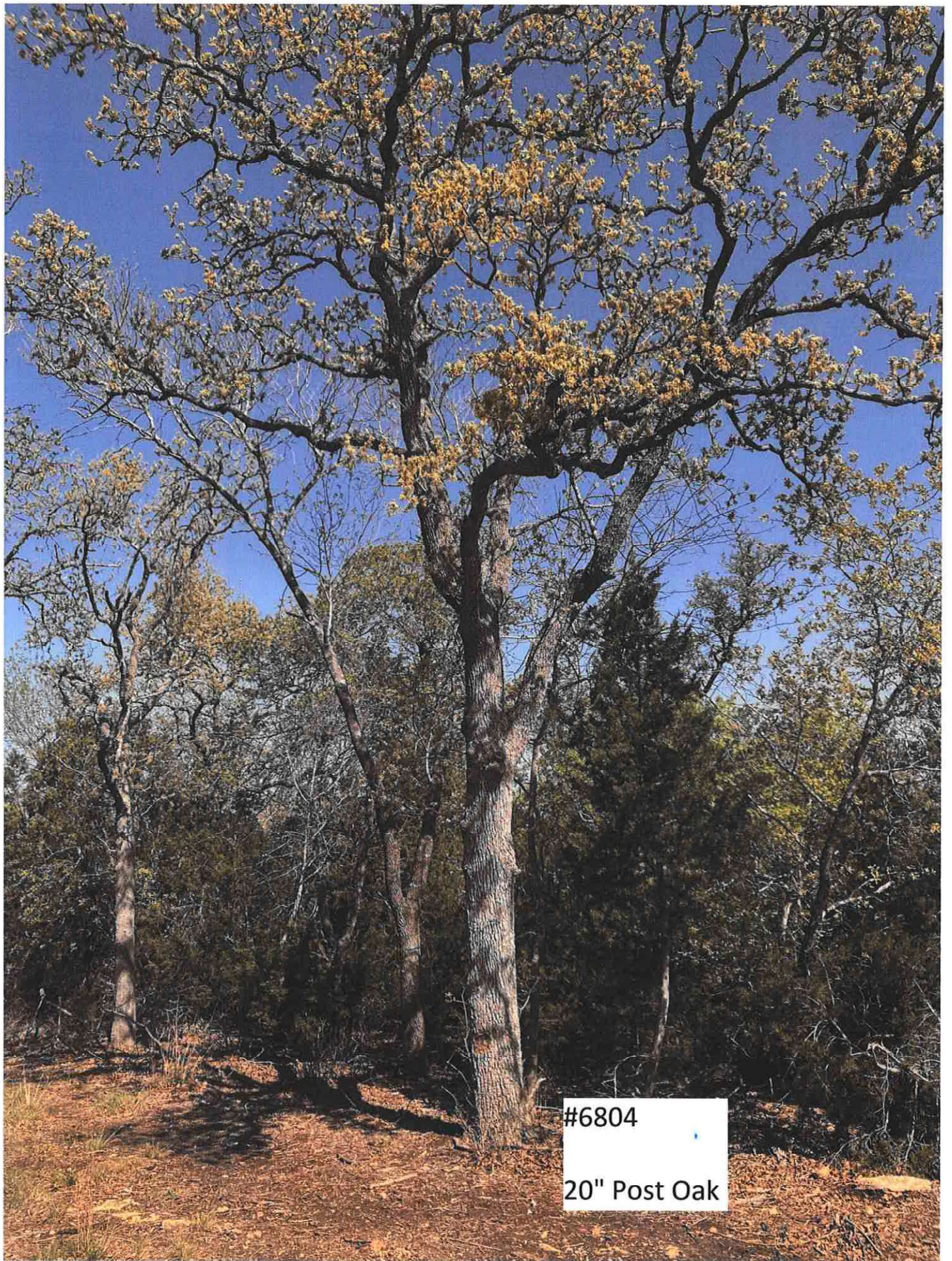
#6759

20" Post Oak



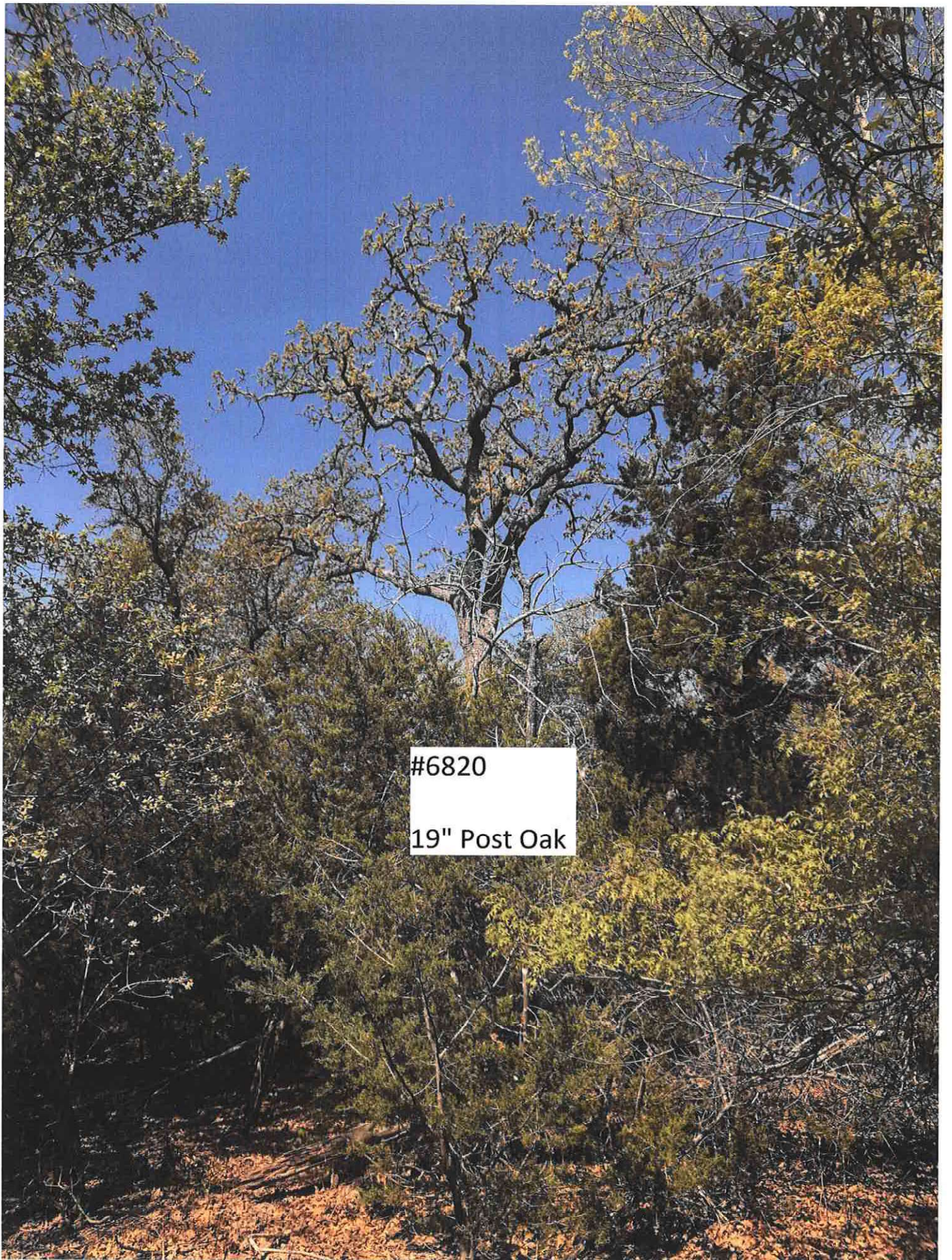
6768

27" Post Oak



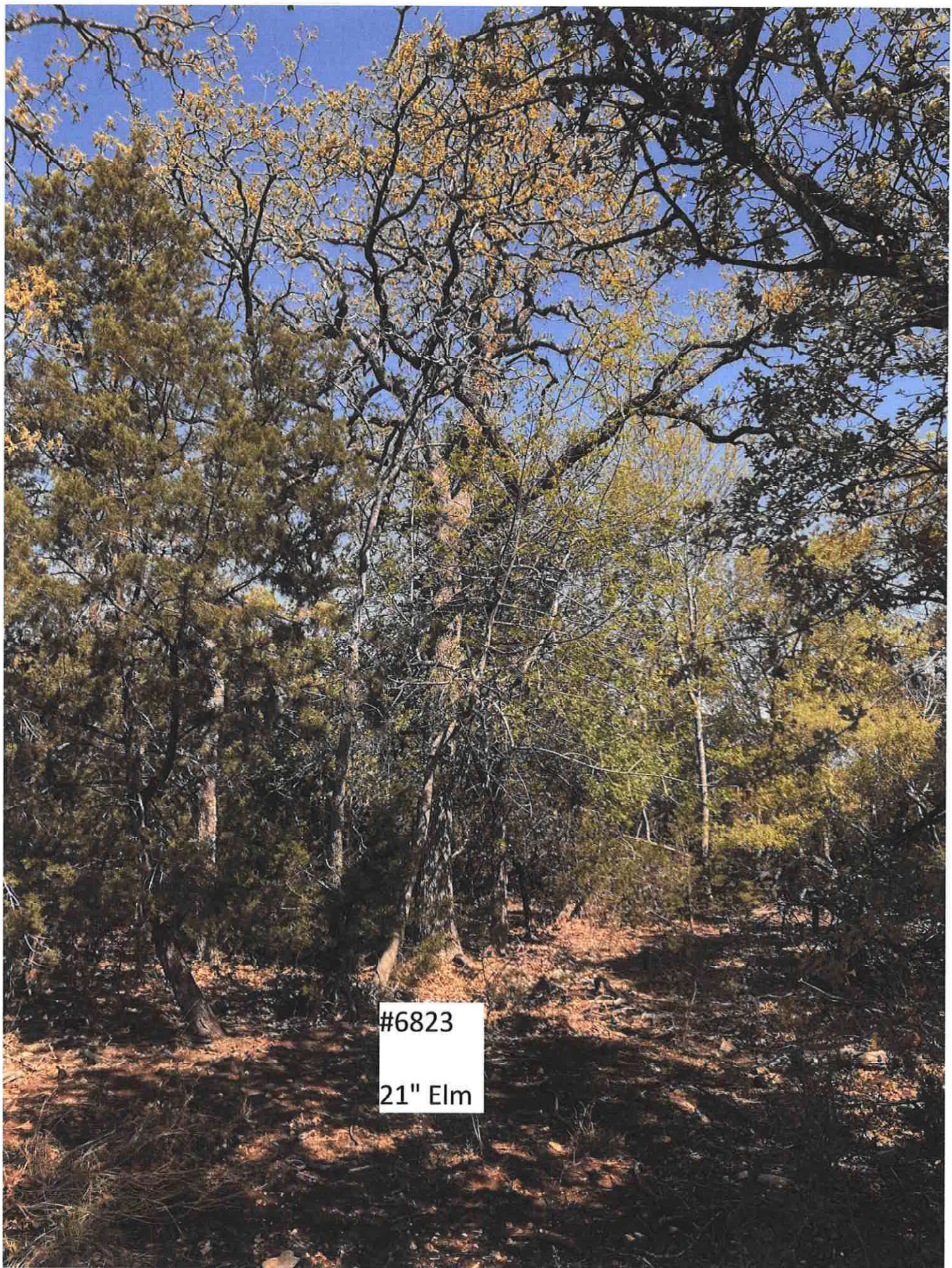
#6804

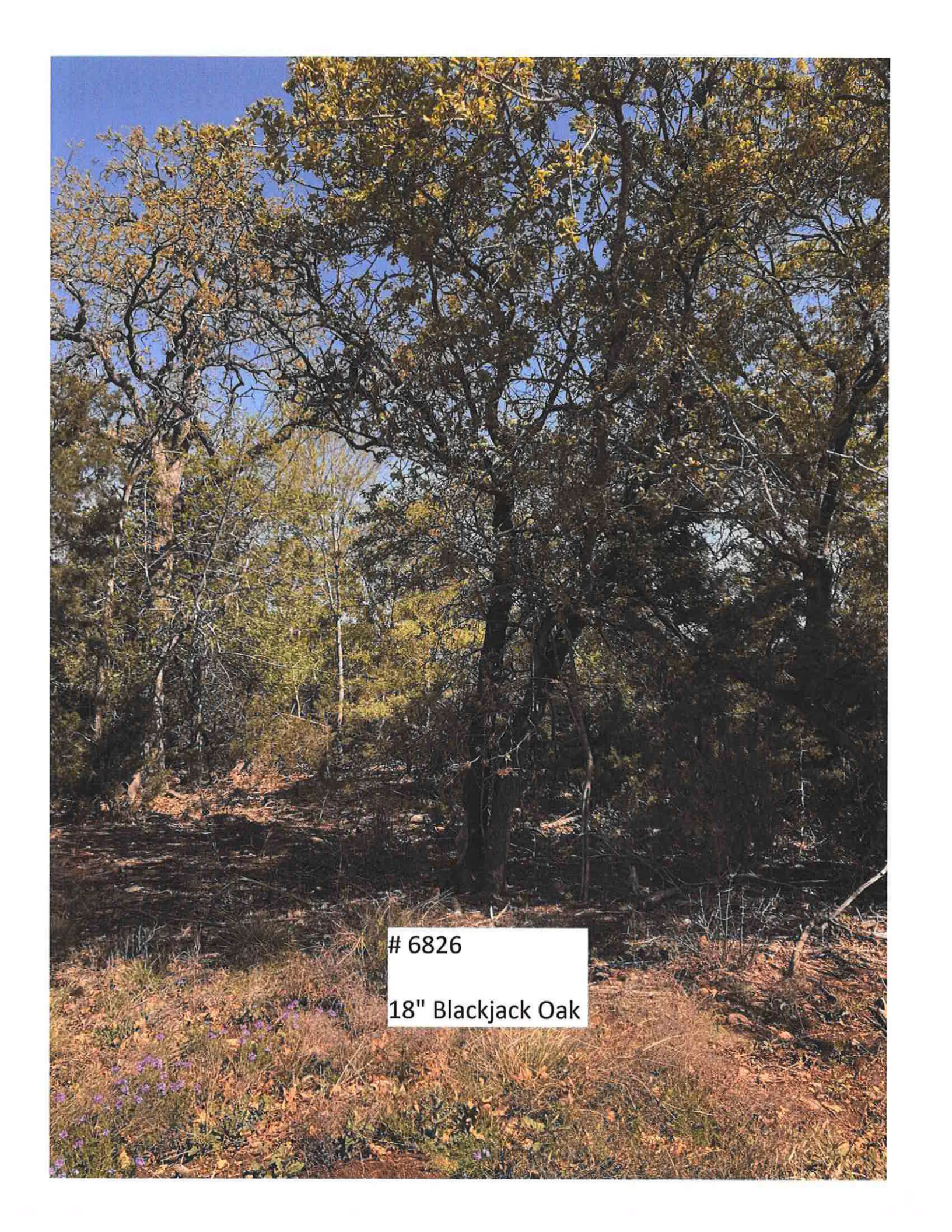
20" Post Oak



#6820

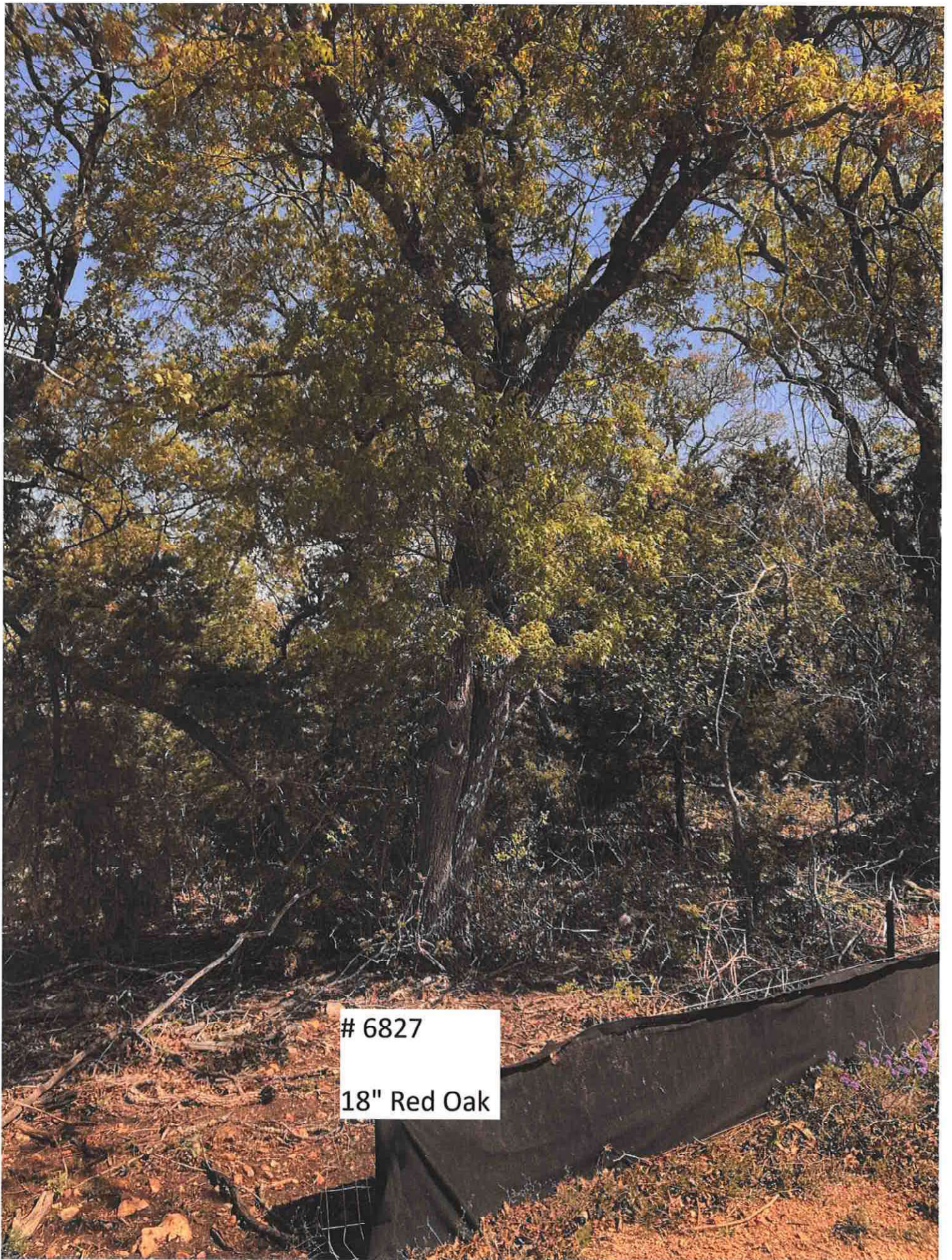
19" Post Oak



A photograph of a large, mature tree with a thick, dark trunk and a dense canopy of yellowish-green leaves. The tree is situated in a wooded area with other trees and shrubs in the background. The ground is covered with dry, brownish vegetation and fallen leaves. A white label with black text is positioned in the lower right corner of the image.

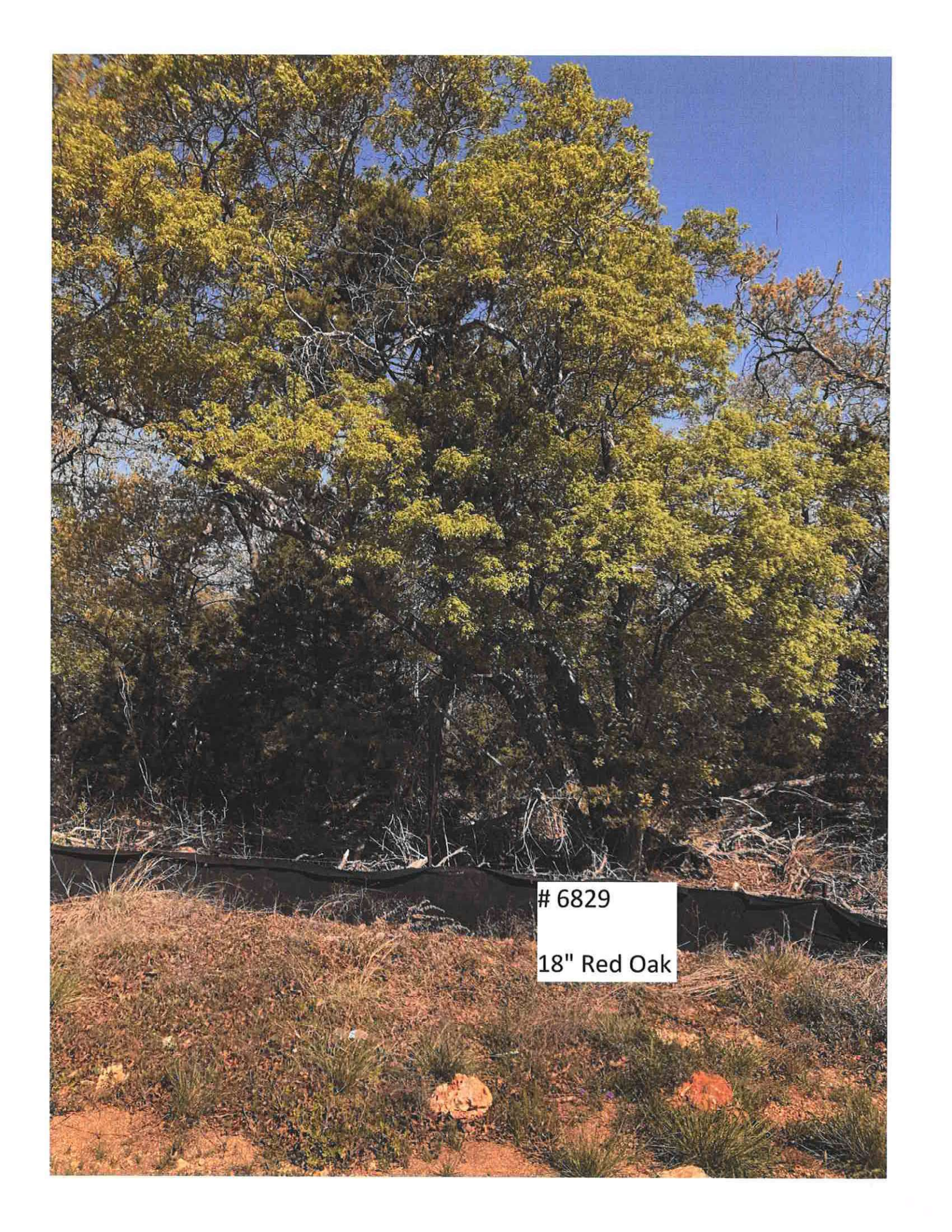
6826

18" Blackjack Oak



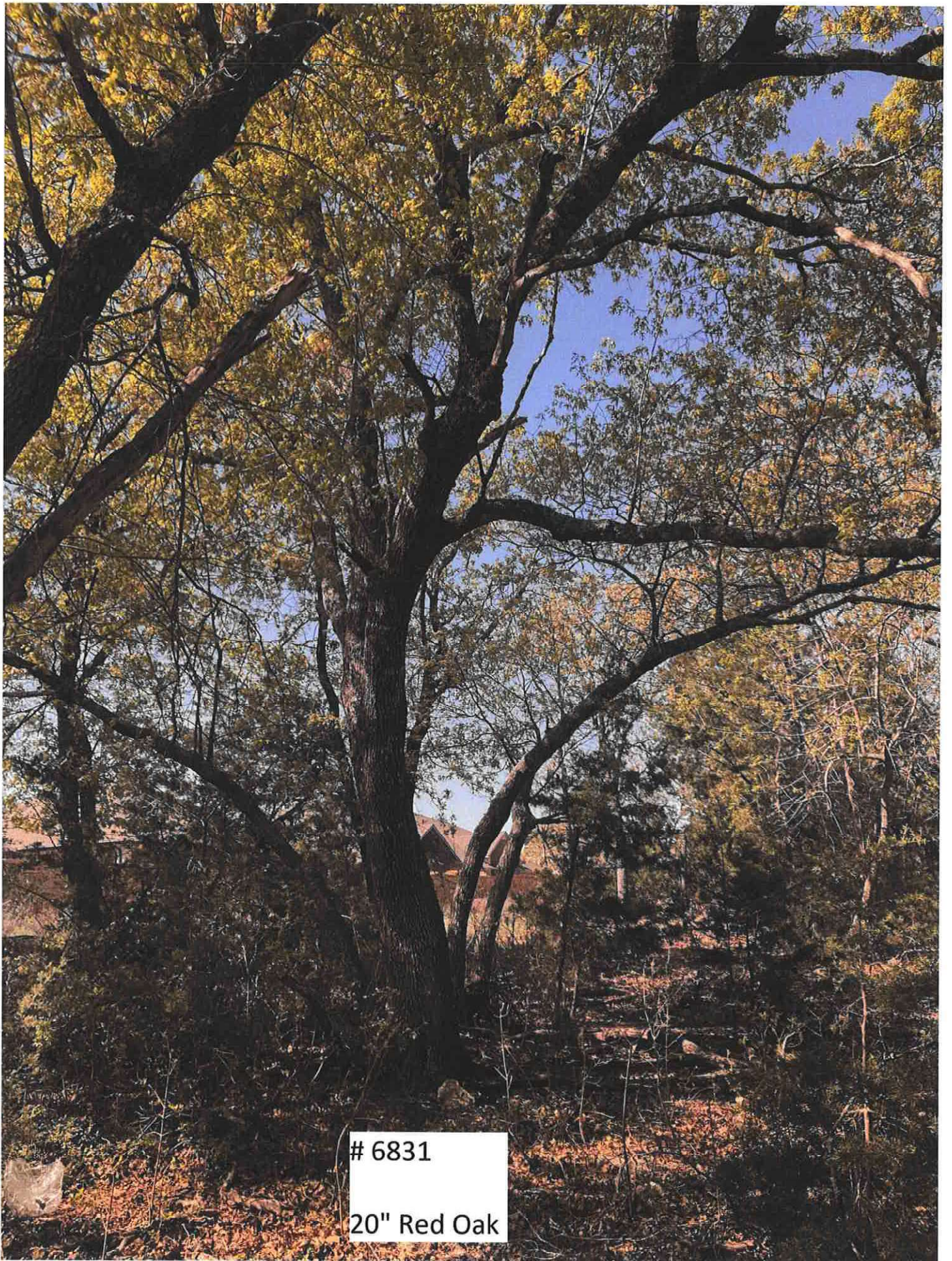
6827

18" Red Oak



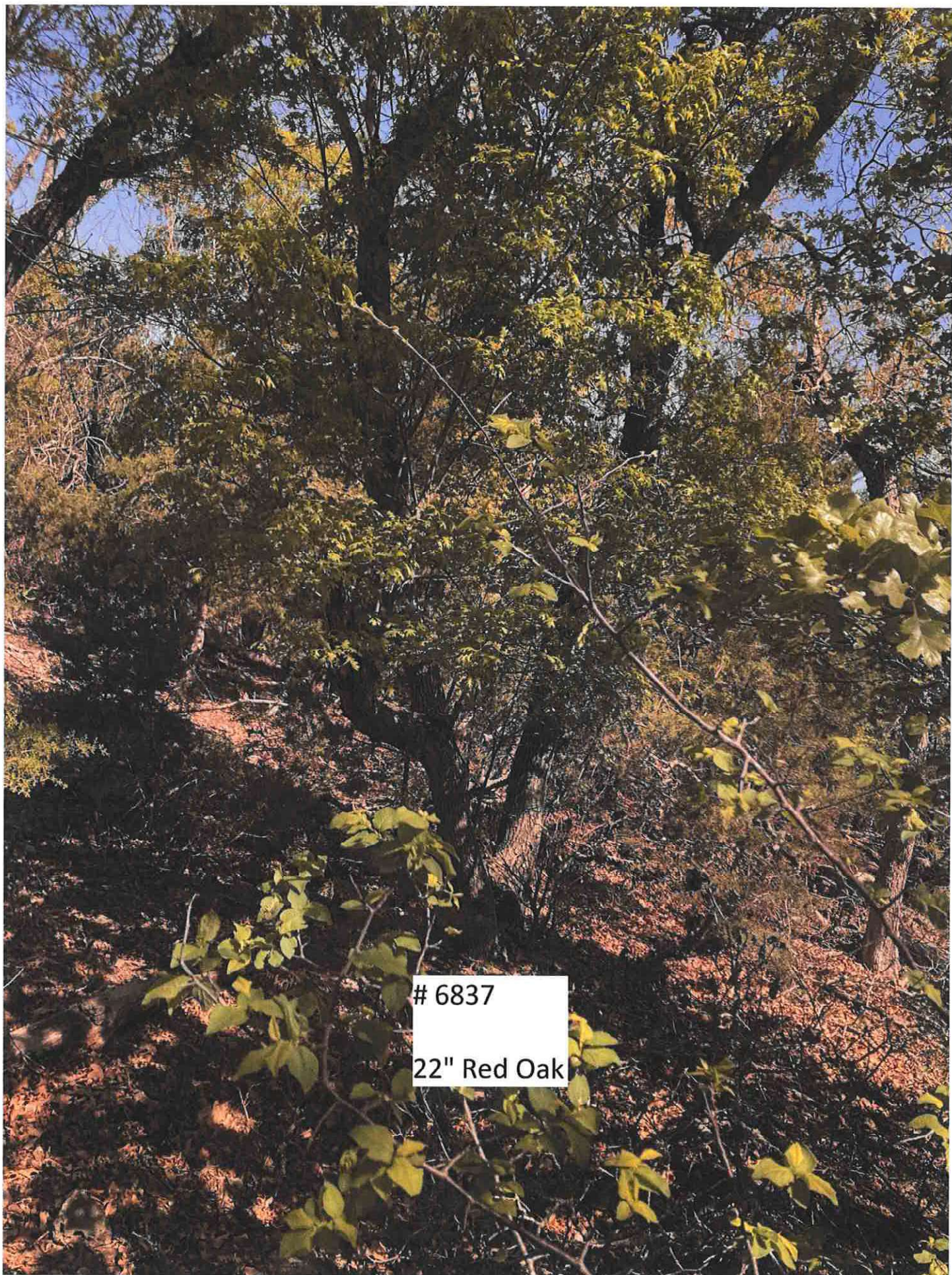
6829

18" Red Oak



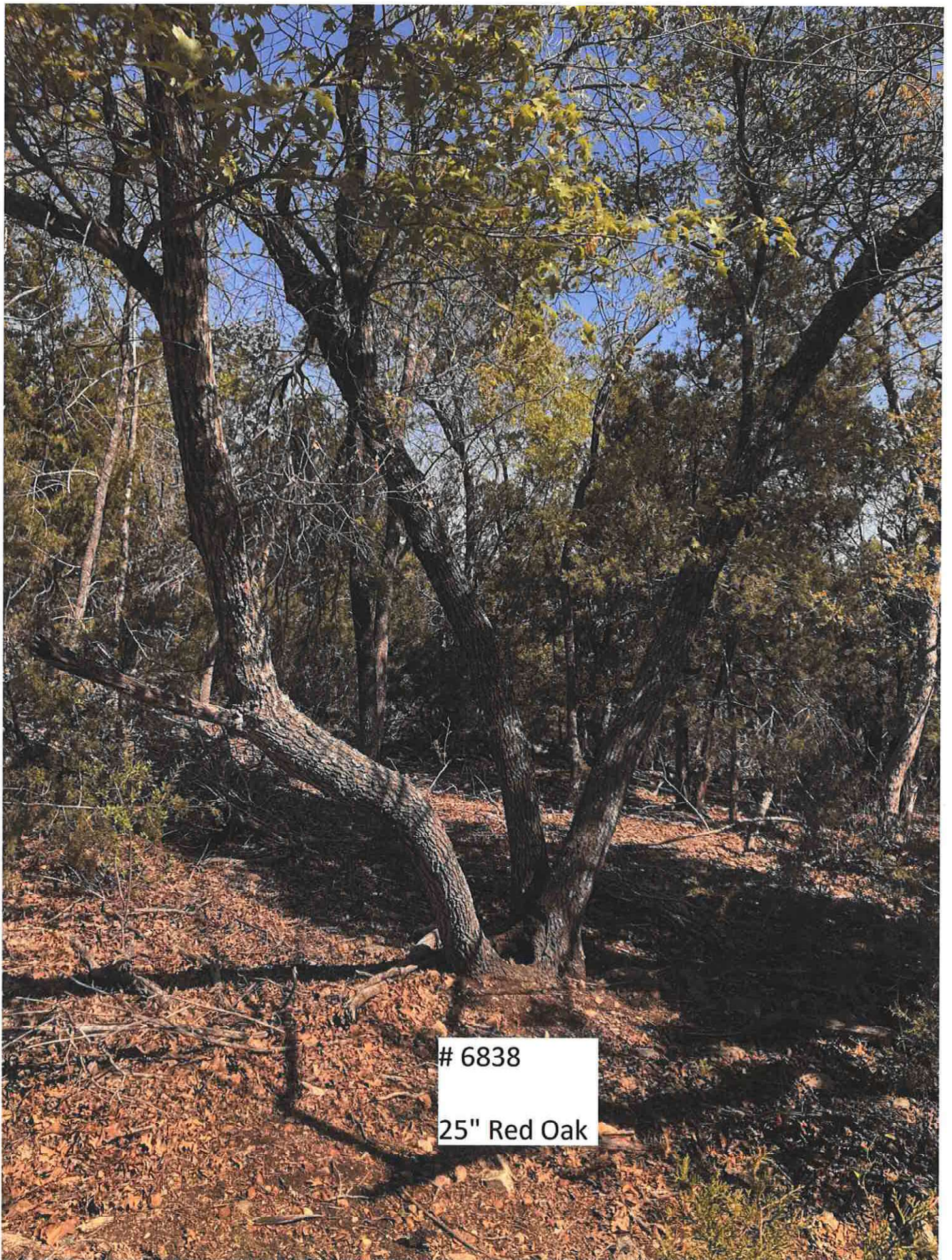
6831

20" Red Oak



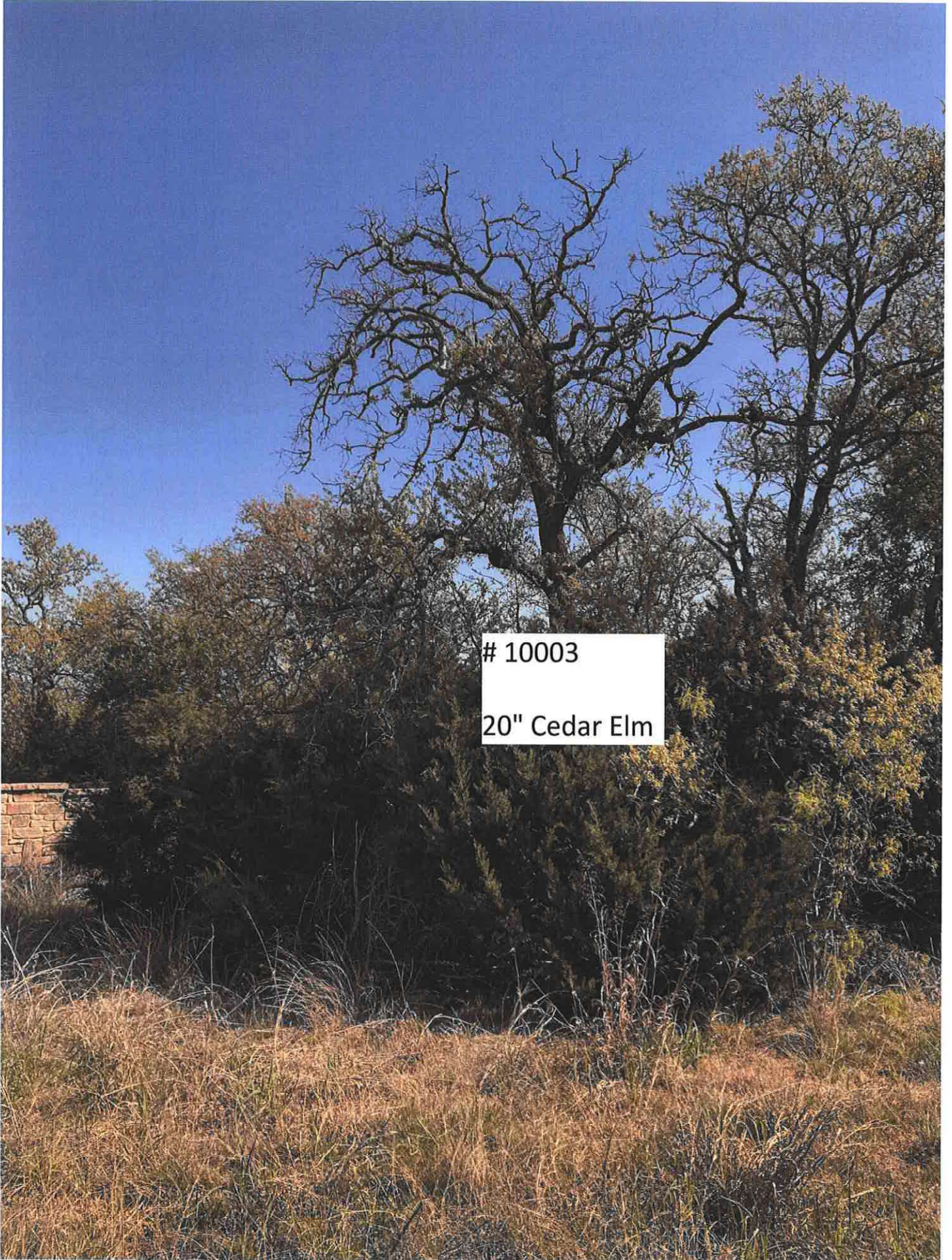
6837

22" Red Oak



6838

25" Red Oak

A photograph of a large, gnarled Cedar Elm tree with a white identification tag. The tree is the central focus, with its thick, twisted trunk and sprawling, leafless branches reaching towards a clear blue sky. The foliage on the lower branches and surrounding trees is a mix of green and yellow, suggesting autumn. In the foreground, there is a field of tall, dry, golden-brown grass. To the left, a portion of a brick wall is visible. A white rectangular tag is attached to the tree's trunk, displaying the text "# 10003" and "20" Cedar Elm".

10003

20" Cedar Elm



**MINUTES
PLANNING & ZONING COMMISSION
CITY OF LEANDER, TEXAS**

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

July 14, 2022 at 7:00 PM



Place 1 – Donnie Mahan, *Vice Chair*
Place 2 – John Cosgrove, *Chair*
Place 3 – Ron May
Place 4 – Deirdre Moss

Place 5 – Gary Hampton, Jr.
Place 6 – Laura Lantrip
Place 7 – Rick Carpenter

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

1. Call to Order at 7:00 p.m.

2. Roll Call.

All Commissioners were present except Commissioner Moss, Commissioner Hampton Jr. and Commissioner Lantrip.

3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the July 7, 2022, meeting

4. Review of meeting protocol.

5. Citizen Comments: Three (3) minutes allowed per speaker.
[Please turn in speaker request form before the meeting begins.]

CONSENT AGENDA: ACTION

6. Re-approval of Subdivision Case 20-TOD-FP-033 regarding The Cottages at San Gabriel Final Plat on one parcel of land approximately 13.8709 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R576406; generally located east of 183A Toll Rd. and north of Huddleston Rd., Leander, Williamson County, Texas.

7. Approval of Subdivision Case 21-FP-007 regarding Bluffview Ph 3 Final Plat on two parcels of land approximately 40.266 acres ± in size, more particularly described by Williamson Central Appraisal District R031231 and R339021; generally located to the southeast of the intersection Ronald W Reagan Blvd and Bradley Ranch Road, Leander, Williamson County, Texas.

8. Approval of Subdivision Case 21-SFP-013 regarding The Square at Crystal Falls Short Form Final Plat on two parcels of land approximately 2.768 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R332046 and R083628; more commonly known as 1900 and 1902 S. Bagdad Road, Leander, Williamson County, Texas.

9. Approval of Minutes.

A motion made by Commissioner May to approve the consent agenda items 6 through 9, seconded by Commissioner Carpenter.

4 - 0 Passed

PUBLIC HEARING: ACTION

10. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case 22-CPA-003 to amend Transportation Master Plan to change the classification of CR 267 between Kauffman Loop and Bar W Ranch Blvd from an arterial class roadway to a collector class roadway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case 22-CPA-003 as described above.

Phil King spoke for.

Geoff Guerrero spoke against.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Rick Carpenter to recommend approval of the Comprehensive Plan Amendment.

AYE: Chair John Cosgrove, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

4 - 0 Passed

11. Conduct a Public Hearing regarding Subdivision Case 22-CP-003 to adopt the Borho aka Barksdale Concept Plan on one parcel of land approximately 44 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031542; generally located north on Journey Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case 22-CP-003 as described above.

Motion made by Commissioner Ron May, seconded by Vice Chair Donnie Mahan to recommend approval of the concept plan.

AYE: Chair John Cosgrove, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

4 - 0 Passed

12. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case 21-CPA-009 to amend the Comprehensive Plan land use category from Multi-Use Corridor to Neighborhood Residential and to amend Transportation Master Plan to change the classification of Live Oak Road to a local street and consider action regarding Zoning Case 21-Z-030 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFR-2-B (Single-Family Rural) and LO-2-B (Local Office) on nine parcels of land approximately 308.288 acres $\pm$ in size, more particularly described

by Williamson Central Appraisal District Parcels R356046, R473837, R022920-R022923, R473838, R473839, and R022941; and generally located to the west of the intersection of Oak Creek Road and N Bagdad Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case 21-CPA-009
- Discuss and consider action regarding Zoning Case 21-Z-030 as described above

Motion made by Commissioner Rick Carpenter, seconded by Vice Chair Donnie Mahan to approve the Comprehensive Plan Amendment and Zoning case.

AYE: Chair John Cosgrove, Commissioner Rick Carpenter, Vice Chair Donnie Mahan

NAY: Commissioner Ron May

3 - 1 Passed

REGULAR AGENDA

13. Discuss and consider action on Tree Removal Case 22-TRP-003 regarding removal of Significant Trees associated with the Maple Ranch Apartment Site Development Project generally located at the southwest corner of Ronald Reagan Boulevard and Palmera Ridge Boulevard, Leander, Williamson County, Texas.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Rick Carpenter to approve the tree removal request associated with the Maple Ranch Apartments.

AYE: Chair John Cosgrove, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

4 - 0 Passed

14. Discuss and consider action on Tree Removal Case 22-CIP-TRP-004 regarding removal of Significant and Heritage Trees associated with the eastward expansion of San Gabriel Parkway from Palmera Bluff subdivision to the intersection of Ronald Reagan Boulevard generally located north of Palmera Ridge Section 9 and runs southwest of the intersection of Ronald Reagan Boulevard and current CR 274, Leander, Williamson County, Texas.

Motion made by Commissioner Ron May, seconded by Commissioner Rick Carpenter to approve the tree removal request of associated with the eastward expansion of San Gabriel Parkway and Palmera Bluff subdivision.

AYE: Chair John Cosgrove, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

4 - 0 Passed

15. Discuss and consider action regarding Ordinance Case 22-OR-002 to amend the Composite Zoning Ordinance to adopt amendments to the landscape ordinance requirements to promote water conservation, and to provide for related matters; Williamson & Travis Counties, Texas.

Motion made by Commissioner Ron May, seconded by Commissioner Rick Carpenter to recommend approval of the ordinance.

AYE: Chair John Cosgrove, Commissioner Rick Carpenter, Commissioner Ron May, Vice
Chair Donnie Mahan

4 - 0 Passed

16. Adjournment at 7:44 p.m.

APPROVED:

CHAIRMAN COSGROVE

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
07/21/2022

AGENDA SUBJECT:

Discuss and consider action on a Resolution supporting the design of Brushy Creek Regional Utility Authority (BCRUA) Phase 2A, as well as construction of the BCRUA parallel raw water line and clearwell projects, and providing for related matters.

BACKGROUND:

Staff is seeking Council support for the acceleration of certain Brushy Creek Regional Utility Authority (BCRUA) projects currently planned as part of future phases of BCRUA system expansion, specifically:

- A parallel raw waterline to achieve BCRUA Phase 1D increased capacity (43 MGD) and replace the existing line.
- A clearwell to increase the amount of stored water at the treatment plant, thereby buffering the impacts of simultaneous diversion of water from partner cities. This project is currently part of BCRUA Phase 2A. In order to activate the clearwell by Summer 2024, design should start in Fall 2022.
- The design of BCRUA Phase 2A. Completion of Phase 2A construction will increase plant capacity from 43 MGD to 67 MGD. In order to activate Phase 2A plant facilities by Summer 2027, design should start in early 2023.

With Council support, Staff will continue discussions with BCRUA partner city staff members to prepare the above projects for action by BCRUA and partner city officials. The above projects are essential to the successful operation of the City's water system.

RECOMMENDATION:

Staff recommends Council approval of the Resolution.

PRESENTER:

Dan Grimsbo, Executive Director of Infrastructure

Attachments

1. Resolution of support

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF SUPPORT FOR THE DESIGN OF BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. (BCRUA) PHASE 2A, AND CONSTRUCTION OF THE BCRUA PARALLEL RAW WATER LINE AND CLEARWELL PROJECTS.

WHEREAS, the cities of Cedar Park, Leander, and Round Rock are participating cities in the Brushy Creek Regional Utility Authority, Inc. (BCRUA); and

WHEREAS, the BCRUA Phase 1D and Phase 2 projects will increase the BCRUA water treatment plant capacity to approximately 42 MGD and provide a deep raw water intake source with a capacity of 145 MGD, with 106 MGD of that capacity going to the BCRUA plant; and

WHEREAS, on April 29, 2022, and October 15, 2021, Leander City Council received water system recommendations from the City Manager describing the City's short- and long-term strategic planning efforts, and it is in the City's interest to support BCRUA projects that would improve or expand Leander's water system capabilities without delay; and

WHEREAS, completion of the Phase 2A portion of Phase 2 design would accelerate BCRUA system expansion, the construction of a parallel raw water line is critical to successful completion of BCRUA Phase 1D, and the expedited design and construction of a clearwell identified in Phase 2A would improve BCRUA system redundancy, management of maximum water flows, and overall system safety.

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

Leander City Council supports the completion of certain BCRUA projects without delay, to include the design of BCRUA Phase 2A, construction of a parallel raw water line, and acceleration of the clearwell design and construction from Phase 2A, because these projects are critical to the successful operation of the City's water system.

DULY PASSED AND APPROVED this the 21st day of July, 2022.

CITY OF LEANDER, TEXAS

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
07/21/2022

AGENDA SUBJECT:

Discuss and consider action on the amended and restated Solicitation S20-052, Pre-Qualified Engineering Consulting Services list approved by the City Council at the December 16, 2021 regular meeting.

BACKGROUND:

On August 27, 2020, the City issued Solicitation #S20-052, Request for Qualifications, Pre-Qualification for Engineering Services for the purpose of establishing a pool of qualified engineering consultants to be contracted on an as-needed basis for the City's Engineering Department. On January 21, 2021, the City established a pool of engineering consultants. On December 16, 2021, the City added additional engineering consultants to the pool. Due to a scrivener's error on the Engineering Matrix evaluating the applicants, the City referred to one company added to the pool as ING Garza. The actual name of the company that submitted a proposal and that was reviewed and qualified for the pool in December 16, 2021 is Garza EMC. Contracts entered with the company reflect the correct name of Garza EMC. The purpose of this agenda item is to correct the scrivener's error on the Engineering Matrix and the engineering pool list

The previously awarded firms per category and the proposed additions for the engineering services categories are as follows.

Traffic Engineering	Drainage Systems Design & Analysis
Huitt-Zollars	K. Friese and Associates
Kimley-Horn	Jaeco/GBA
Iteris	Scheibe
RPS	Adams
	CLG
Land Surveying	Doucet & Associates
Doucet and Associates	KCI
Haynie Consulting	MRB Group
	WSB
Roadway Design	Water and Wastewater Design
Cobb Fendley	Jaeco/GBA
Doucet and Associates	K Friese and Associates
Huitt-Zollars	Walker Partners
K Friese and Associates	Walter P Moore
Kimley-Horn	Adams
KSA	Burgess & Niple
RPS	Freese & Nichols

CLG	ING Garza-Garza EMC
Dunaway	KSA
KFW	LNV
LNV	
Pacheco Koch	
S&B Infrastructure	
SE3	
Volkert	
General Engineering for Multi-Disciplinary Projects	
Arceneaux, Wilson and Cole	
Haynie Consulting	
Jaeco/GBA	
Sunland Group	

PRESENTER:

Ross E. Blackketter, P. E., City Engineer

Attachments

1. Drainage
2. Engineering
3. Land Surveying
4. Roadway Design
5. Traffic Engineering
6. Water Wastewater Design

Bid info: City of Leander

AWARD

Answer

[illegible]

AWARD

Bid Info: City of Leander

05/2020

[illegible]**AWARD**

City of Leander RFQ #21-052 Engineering Service Pool - General Engineering

										
20	20	20	20	20	20	20	20	20	20	20
Legal name of firm Page Southernland Page, Inc. (dba Page) Texas Engineering Board Firm registration number: 15868 Location of office that shall conduct work: 400 W. Cesar Chavez Street Suite 500 Austin, Texas 78701 Legal business description: (individual, Partnership, Corporation, Joint Venture, etc.) Corporation List of services the firm offers Architecture Engineering Interiors Planning Consulting Commissioning Programming Sustainability	LEGAL NAME: Foresite Group, LLC dba Foresite Consulting Group of Texas, LLC TEXAS ENGINEERING BOARD FIRM REGISTRATION NUMBER: #12978 LOCATION OF OFFICES: Local Address/Project Offices: 3000 E Cesar Chavez Street, Suite 300, Austin, Texas 78702 8918 Tesoro Drive, Suite 540, San Antonio, Texas 78217 1999 Bryan Street, Suite 890, Dallas, TX 75201 Headquarters: 3740 Davinci Court, Suite 100, Peachtree Corners, GA 30092 CONTACT PERSON: Jim Clements, PE, Senior Project Manager jclements@foresitegroup.com; 214.629.7123 LEGAL BUSINESS DESCRIPTION: LIST OF SERVICES THE FIRM OFFERS: civil engineering, landscape architecture, structural engineering, traffic engineering, broadband engineering, and wireless services.	Legal name of the company as registered with the Secretary of State of Texas Adams Consulting Engineers, Inc. Registration Number: F-1002 Address of the office that will be providing services: Austin Office-13785 Research Blvd Suite 125 Austin, TX 78759 Type of Operation (Individual, Partnership, Corporation, Joint Venture, etc.) Corporation Adams' Professional List of Services: Water Systems Engineering Civil Engineering Master Planning, Construction Administration: Project Cost Estimating, Landscape Architecture & Planning, Environmental Sciences, LEED® Consulting, Development Services.	Legal Name of Firm: Walker Partners, LLC Company Registration: TBPE No. 8053 TBPLS No. 10632500 (Waco) / 1034617 (Austin) Office Locations Performing the Work: 823 Washington Avenue, Suite 100 Waco, Texas 76701 804 Las Cimas Parkway, Suite 150 Austin, Texas 78746 Principal Contact Person: George E. "Jed" Walker, Jr., PE (254) 724-1402 gwalker@walkerpartners.com Legal Business Description: Limited Liability Company Our Services: Civil Engineering Surveying, and Construction Management and Inspection	LEGAL NAME OF FIRM Dunaway Associates, L.P. TEXAS ENGINEERING BOARD FIRM REGISTRATION# F-1114 LEGAL BUSINESS DESCRIPTION: United Partnership CONTACT PERSONS: JOHN NOELL, PE, RPLS Civil Engineering Manager p: 512.399.5361 e: jnoell@dunawayassociates.com CALEB MILLIGAN, PE Senior Discipline Lead / Associate Principal p: 903.714.3121 e: cmilligan@dunawayassociates.com SERVICES OFFERED • Civil Engineering • Traffic Engineering • Structural Engineering • Planning + Landscape Architecture • Environmental • Surveying • GIS	Legal Name of the Firm: Sunland Group, Inc. Texas Board of Professional Engineers (TBPE) Registration Number: F-4115 Location of Office Conducting the Work: • 1812 Centre Creek Drive, Suite 350 Legal Business Description: S Corporation Principal-in-Charge List of Services: • Water and Wastewater Design • Drainage Systems Design and Analysis • General Engineering Services for small, multi-disciplinary projects	Legal Name of Firm George Butler Associates, Inc. Texas Engineering Board Firm Registration # 4242 Location of office that shall conduct work Leander, Texas Contact persons Eric Sierra-Ortega, PE, Project Manager; Jim Jarnett, PE, Principal-in-Charge Legal Business Description GBA is a C Corporation List of Services the firm offers: TRANSPORTATION, CIVIL/STATE WATER INFRASTRUCTURE, ENVIRONMENTAL TRANSPORTATION LAND DEVELOPMENT	Legal Name of Firm: Burgess & Niple, Inc. Legal Business Description: Corporation Location of Office Conducting Work: 4029 S Capital of Texas Hwy Suite 220 Austin, TX 78704 Contact Person: Kellen Hurst, PE, LEED AP Texas Engineering Board Firm Registration Number: F-10384 OFFER THE FOLLOWING SERVICES: UTILITY INFRASTRUCTURE, ENVIRONMENTAL TRANSPORTATION LAND DEVELOPMENT	Established 2012; Firm Name: Mendez Engineering, PLLC Firm License: F-14070 Physical Address: 12950 Country Parkway, Ste 120 San Antonio TX 78216 Phone: (210) 802-0808 Year Established: 2012 Primary Contact: Ray Mendez, PE, CFM, RGDP RMendez@MendezEngineering.com (210) 802-0808 Veteran Owned Small Business currently operating with fifteen (15) employees.	LEGAL NAME OF FIRM: Walter P Moore and Associates, Inc. TEXAS ENGINEERING BOARD FIRM REGISTRATION NUMBER: F16659 LOCATION OF OFFICE TO CONDUCT WORK: Austin, TX CONTACT PERSONS Charles Penland, PE, LEED AP - Principal-in-Charge CPenland@waltermoore.com Susan Turnetta, PE - Project Manager STurnetta@waltermoore.com LEGAL BUSINESS DESCRIPTION: Corporation Civil Engineering Water Resources Engineering Traffic, ITS, and Transportation Planning Transportation Engineering Diagnostics	Legal name of firm: Civil & Environmental Consultants, Inc. Texas Engineering Board Firm registration number: F-38 Location of office that shall conduct work: Austin, TX Contact persons: James Massaro - jmassaro@cecinc.com Legal business description: Corporation Services Offered by CEC: AIR QUALITY, CIVIL ENGINEERING, ENVIRONMENTAL ENGINEERING AND SCIENCES, WATER RESOURCES, SURVEYING
Page has carefully selected a team of highly qualified professionals to offer best in class services to the City of Leander. The professionals have been selected for their expertise and local experience. Our team members are immediately available to perform duties required for the successful completion of these projects and our key personnel will be committed for the duration of the contract and will serve in their designated roles throughout all phases. Page's integrated technology, such as Bluebeam, Microsoft Teams and Newforma, allows for constant communication throughout the course of the project. We typically plan multi-day work sessions with the client and design team members on regularly scheduled intervals to create a rhythm of meetings to allow both the client and design team to plan their commitments weeks in advance.	Our team has the availability and capacity to perform these services for the City. Our assigned principals and team members are available to complete the projects the City needs. Jim Clements will be your overall Project Director and single point of contact. Jim will work with all of the internal staff and project managers as well as the City of Leander's Project Manager. They understand how to collaborate with clients and peers to produce the best technical product and consistently save our clients' time and money through our multi-disciplinary, in-house approach. Our ultimate goals are constructibility and providing your deliverables as promised and expected.	The ADAMS Engineering and Planning team has the capacity and ability to take on the City of Leander's various projects. We are currently at 60% utilization on projects in-house that are in various stages of conceptual planning, design, construction document development, and construction. Due to the May Bond Elections being postponed for ISD work, it has increased our capacity to take on additional municipal work through the end of the year and for the foreseeable future.	Will work with Leander on a project-by-project basis to determine the best personnel to dedicate to each project. The personnel will always be highly capable, experienced, and available. Regularly scheduled project meetings and project updates. On all projects, this means daily interaction and communication internally and with Leander's Project Manager, Wayne Watts, as necessary. The Task Lead for each project will communicate and interact directly with Wayne Watts, and will attend all project meetings (biweekly or otherwise) that the City deems necessary for the successful design of the Project	As a full service, multi-disciplinary firm, Our Senior Project Manager, Caleb Milligan, PE, will lead this effort and direct the team to ensure the project's success. He has managed large teams of technical staff on complex projects throughout Texas that required a high degree of coordination. We have dedicated our best resources to this project and your team will have our undivided attention at all levels in the Dunaway organization. John Noell, P.E., RPLS is a veteran of many municipal projects in Central Texas and has practiced in Austin for 40 years. As Project Director and QA/QC, Mr. Noell will provide oversight of the project to ensure all engineering designs are technically sound prior to issuance and will assist the Project Manager with coordination of team members at Dunaway.	Sunland's Project Manager, Joel Book, PE, LI, will be the main point-of-contact for City of Leander and will lead the team from Sunland's headquarters in Austin. His proximity to the City's office and project sites will allow him to work seamlessly with the City staff throughout the project timeline. Joel will be supported by a robust team of experienced professionals who bring extensive knowledge and portfolio of civil engineering projects in Central Texas.	GBA's team is readily available to begin work on your on-call projects and will work with you to meet scheduling, project and reporting needs. We have available capacity and will be able to dedicate resources to these projects as needed. Your primary contact from our team is Eric Sierra-Ortega, PE, of our Leander office.	B&N staff will be available to work on this project with support staff available for peak workload periods or if the project schedule requires additional staff support. The City can expect to have the best B&N has to offer in client service and technical expertise at its disposal for the life of the project. With B&N, you will receive a personalized approach to every task to benefit you and your community. The B&N team is prepared and available to commit personnel, resources and expertise throughout the contract's longevity.	Firm contacts shall be: Ray Mendez, PE, CFM, RGDP and Roy J. Akona, PE, CFM. Rene Arredondo, PE, PTOE (AC Group, LLC - Office location: San Antonio) will be our Teams Traffic Engineer who has 20 years of experience. Registration Professional Engineer Texas No. 91678 Professional Traffic Operations Engineer Certification No. 1586	Our Principal in Charge, Charles Penland, PE, LEED AP, will be accountable for the overall contract execution and client satisfaction. Our Project Manager, Susan Turnetta, PE, will oversee the day-to-day operations of project delivery. Communication with the City of Leander's Project Manager will include monthly project status reports and periodic design review meetings. The meetings will be followed up with a meeting summary and list of action items, responsible party, and due date. The monthly reports will include a brief summary for City Council updates followed by a detailed report describing progress made, work to be completed and a list of questions/action items that need to be addressed by responsible party and date.	CEC regularly reviews workload by office and by Practice through a series of regularly scheduled meetings/reviews. Each office holds a weekly meeting to review new and upcoming proposal activity and reports shared opportunities. Additional practice meetings/ reviews are held to review workload, schedule manpower and anticipate schedule changes. CEC regularly monitors our workload and backlog against staff availability and adds personnel, as necessary, to meet client and project requirements. CEC will appoint Mr. Adam Mehewec, PE as Project Principal for assignments on this rotation list. Mr. Mehewec is a Texas-licensed Professional Engineer with more than 20 years of experience performing and managing complex civil engineering and environmental projects in Texas.
30	30	30	30	30	30	30	30	30	30	30
Executive Team Jonathan Sylve, PhD, pe, pmp, pthi Principal in Charge Freddy Padilla, pe, ad Engineering Principal Project Management: Denny Kumm, pe, lead Senior Project Manager Engineering: Christopher Lee, pe, rfa, lead ad-bdc Civil Engineer Breanne Hanson, pe, lead a Mechanical Engineer	Jim Clements, PE Project Director + Point-of-Contact John Rhodes, PE Principal-in-Charge Lemwood Adams, P.E., CFM Brett Basquin, PE QA/QC 26 Professional Engineers (PE) • 18 Engineers-in-Training (EIT) • 45 CAD Drafters/Designers 20 GIS Database Engineering Analysts • 4 Landscape Architects (DRLAs) • 2 Traffic/Transportation Engineers • 3 Telecom Subject Matter Experts	G. Robert Adams, P.E., CPESC President/CEO Jack Garner, P.E., Director of Operations (Austin office) [Point of Contact] Lemwood Adams, P.E., CFM (Austin office) David Riddle PhD, PE, CPESC, CPSWQ Environmental Engineering Sciences Manager Adams Engineering & Development Consultants Team: 38 Total Employees 5 Landscape Architects 16 Engineers 6 Administration 11 Designers	PROJECT MANAGER: Jed Walker, PE Alan Munger, PE, CFM Roadway Design (Task Lead) Jacob Bell, PE Roadway Design Lynn Simpson, RPLS Land Surveying (Task Lead) Kevin Hessel, RPLS Land Surveying Mark Rudloff Construction Management	PROJECT DIRECTOR & QA/QC John Noell, PE, RPLS Regional PE / Texas #42857 SENIOR PROJECT MANAGER Caleb Milligan, PE Registered PE / Texas #113119 ROADWAY DESIGN Candace Craig, PE Registered PE / Texas #115587 41 Project Engineers 17 CAD Technicians 1 Construction Manager 28 Surveyors 28 Administrative Support 11 Principals 21 Landscape Architects/Urban Planners 32 Project Managers 3 Environmental Scientists 3 GIS Analysts	Project Manager: Joel Book, PE, LI Principal-in-Charge: Brandy Waters, PE, VMA Land Planning Services: Ronan O'Connor, AICP Civil Engineering Services: Kai Lauer, EIT Veronica Escalante, EIT Shannon Zahm, LI, LEED AP BD+C	Eric Sierra-Ortega, PE Project Manager & Point of Contact Jim Jarnett, PE Principal-in-Charge & QA/QC Bryan Bilzard, PE Municipal Roadways Team Leader Leslie Donnelly, PE Roadway Engineer Benjamin Grower GIS Lead Kendra Miller, PE, PTOE Traffic Lead Roadway Design Staff: 22 Registered Professionals: 19	Principal-in-Charge: Dr. Steve Sanders, PE Project Manager: Kellen Hurst, PE, LEED AP Water/Wastewater Staff: Billy Wendland, PE, Dan DeGroot, PE, Bernard D'Souza, PE, James Busby, PE, Amanda Fischer, EIT, Sam Swanson, PE, Christie Ruffner, PE, CDT	Response states availability for work: Ray Mendez, PE, CFM, RGDP Project Principal: QA/QC, Roy J. Akona, PE, CFM Project Manager, Drainage Engineer: Marcus G. Cantu, PE Project Coordinator: Jose J. Calvillo, EIT, CFM Development Engineer: Christina Cruz Project Engineer: Henry Kuehlem, RPLS Land Surveyor: Rene Arredondo, PE, PTOE Traffic Engineer: No org chart provided. On Call Traffic Engineering Contract, City of San Antonio, Theo Malone Corridor Improvements, COSA 2012 Bond Program (LNV), Baker Hughes Joint Facility Intersection Improvements, Bexar County (MTR Engineers).	PRINCIPAL-IN-CHARGE Charles Penland, PE, LEED AP (Houston) PROJECT MANAGER Susan Turnetta, PE (Austin) CIVIL ENGINEERING Paulina Cristoforo, EIT (Austin) Sanyukta Bhaskar, EIT (Austin) DIAGNOSTICS Matt Hemmer, PE, PEng (Austin)	Greg Lewis, PE Vice President QA/QC James Massaro, PE Point of Contact Project Manager Jennifer Garcia, PE Principal QA/QC
20	20	20	20	20	20	30	20	20	20	20
Multiple Civil Engineering Projects for the City of Round Rock Southwest Downtown District Round Rock, Texas Austin-Bergstrom International Airport - Multiple Projects Austin, Texas Texas Facilities Commission Capitol Area Development Study / Master A/E Services Austin, Texas	CAMP BULLIS STREETS PROJECT Location: San Antonio, Texas Status: Completed on-time Cost: N/A Role: Prime GEORGIA INSTITUTE OF TECHNOLOGY PERST DRIVE STREETSCAPE Location: Atlanta, Georgia Status: Completed 2017 on-time Cost: \$1,000,000 Role: Prime SULLIVAN ROAD OPERATIONALS AND SAFETY IMPROVEMENTS Location: Coweta County, Georgia Status: Completed 2016 on-time Cost: \$14,500 Role: Sub	Canyon West Burnet County, TX Construction Cost: \$20 million Completion Date: 2019 Role of Firm: Prime firm Bentley Ridge Burnet County, TX Construction Cost: \$574,000 Completion Date: In Design Phase Mixed-Use Planning Marble Falls, TX Construction Cost/Completion: Conceptual Plan Conceptual Downtown Improvements Marble Falls, TX Construction Cost/Completion: Conceptual Plan/2014	CITY OF HARKER HEIGHTS WARRIORS PATH RECONSTRUCTION Project Status: Complete Project Cost: Budget: - \$1,125,684 Actual: - \$2,275,951 Schedule: On-time Role of Firm: Prime firm CITY OF WACO RITCHE ROAD IMPROVEMENTS Project Status: Complete Project Cost: Budget: - \$5,013,817 Actual: - \$5,887,195 Schedule: On-time Role of Firm: Prime firm CITY OF BASTROP ANNUAL STREETS PAVEMENT MAINTENANCE PROGRAM Project Status: Complete Project Cost: Budget: - \$1,198,000 Actual: - \$1,168,000 Schedule: On-time Role of Firm: Prime firm	MEADOW LAKE BOULEVARD WARRIORS PATH RECONSTRUCTION Project Status: In Design Planned: \$550,000 Actual: \$350,000 (to date) SCHEDULES: Schedule amended to include additional phases and scope, however, all agreed deadlines have been met. DANIELDALE ROAD RECONSTRUCTION Duncanville, Texas: Prime Professional PROJECT STATUS: Bid Phase SCHEDULES: Design Anticipated End: June 2020 Design Actual End: June 2020 Planned Budget: \$450,000 Actual: \$450,000 (to date) CALENDAR ROAD Arlington, Texas: Prime Professional PROJECT STATUS: In Construction SCHEDULES: Design Completion December 2019 (on schedule) Estimated construction completion: September 2021 Planned Budget: \$735,000 Actual: \$695,000 (to date)	The Prep School of Crystal Falls, South of Randall's on Lakeline Boulevard in Leander, Texas The Prep School of Journey Parkway East of Catalina Ranch on Journey Parkway in Leander, TX CVS Pharmacy at Northeast Corner of 2243 and Bagdad in Leander, Texas	Foxridge Drive Rehabilitation - 51st to 56th Street Mission, Kansas Project Status: Completed 2017 Total Cost: Design Fee \$65,174 Final Construction Cost \$1,068,153 151st & Ridgeview Geometric Improvements Olathe, Kansas Project Status: Completed Winter 2019 Total Cost: Design Fee \$528,060 Final Construction Cost \$5,976,060 2018 Street Preservation Project Olathe, Kansas Project Status: Completed Fall 2019 Total Cost: Design Fee \$164,547 Final Construction Cost \$1,515,719	Wastewater Treatment Plant Renovation and Expansion City Of Kyle Kyle, Texas TM-2 Sanitary Sewer Relief Interceptor TRINITY RIVER AUTHORITY OF TEXAS (TRA) Dallas County, Texas Water Distribution and Wastewater Collection System Modeling City Of Kyle Kyle, Texas	District 5-Pedestrian Mobility Improvements: Civil Engineering-Street Maintenance Program, Slick Ranch Creek Drainage Project, Westover Valley Channel Improvements; Upper Woodlawn Drainage Project Dollarhide Drainage Project; Broadway SA; Ava Maria Outfall; Rochelle Alamo Farmstead; Griggs – Acquis Pias to Fig; Total Reconstruction; Bernadine – WW Write to Odessa; Reclamation; Wyoff – Dellorast to Diane Reclamation; Oleander-Carlson to Mason Reclamation; Projects Completed under the 2014 CoSA On-Call; Contract:TCI Write "Drainage Design Criteria Manual; Port SA 36th St Surface Utility Engineering; COSA Parks & Rec Commanche Park; TCI Olmos Dam Gate Operation Plan; TCI / DSD Silent Sunrise Subdivision Plat; TCI Bangor-36th Street Intersection Improvement; CoSA Solid Waste Tool Yard Parking Expansion; CoSA Solid Waste Bitters-Brush Yard Site Ramp	City of Houston (?)	Water Wastewater Design Bar W: Bar W Ranch, in the City of Leander, Texas LAR Station Design City of Austin Commons Ford Ranch Metro Park CEC investigated the existing septic system, water system, and associated permit history. National Guard-Camp Mabry Building 75 Renovation Civil & Environmental Consultants, Inc. (CEC) provided civil engineering services, coordinated survey and geotechnical designs, prepared civil engineering and construction specifications, and oversaw the construction of the civil improvements for this renovation work.
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90	90	90	90	90	90	100	90	90	90	90

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City of Leander RFQ #S21-052 Pre-Qualification for Engineering Services Pool - Land Surveying

City of Leander Pre-Qualification for Engineering Services Pool - Land Surveying Solicitation No. 20-062 Opening: 9/3/2020										
EVALUATION CRITERIA Max Points		20								
Relevant Qualifications and Availability		20								
Legal name of firm: • Texas Engineering Board firm registration number: • Location of office that shall conduct work • Contact persons: • Legal business description: (Individual, Partnership, Corporation, Joint Venture, etc.) • List of services the firm offers		20								
Provide a statement on the availability, interest, and commitment of the firm, its principal(s) and assigned professionals to undertake the project, reporting responsibilities and how the firm will interface with the City of Leander's Project Manager.		20								
Proposed Staff		30								
Names and roles of key personnel proposed to work on this effort and their office locations. • Includes resumes for all key personnel and indicate any individuals who have had previous experience on similar projects. • Provide staffing size by areas of expertise. • Provide staff availability to perform services. • Services provided: • Client name and contact person; • History of meeting schedules; and • History of accomplishing services within established budget, including planned vs. actual.		20								
Project Experience		30								
a. Provide an overview and brief history of the firm. b. Provide verifiable examples of at least three (3) projects in each category of experience completed in the last five (5) years by the prime firm, including: • Project name and location; • Services provided; • Information whether the respondent was the prime professional or a subcontractor; • Project status; • Total cost; • Client name and contact person; • History of meeting schedules; and • History of accomplishing services within established budget, including planned vs. actual.		20								
Methodology and Approach		20								
Explain how the proposed team will approach, develop, and manage the project		20								
TOTAL:		100								

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City of Leander RFQ #S21-052 Pre-Qualification for Engineering Services Pool - Roadway Design

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City of Leander RFQ #S21-052 Pre-Qualification for Engineering Services Pool - Roadway Design

LEGAL NAME OF FIRM: KFW Management LLC, dba KFW Engineers & Surveying TEXAS ENGINEERING BOARD FIRM REGISTRATION NUMBER: TYPE Firm #09513 LOCATION OF OFFICE THAT SHALL CONDUCT WORK: KFW Management, LLC dba KFW Engineers & Surveying will be performing all work from its second location at 182 W. Mill Street, New Braunfels, Texas and it's headquarters located at 6425 Highway 78, San Antonio, Texas. CONTACT PERSONS: Chris Otto, PE, CFM & Curt Wellmann, PE. LEGAL BUSINESS DESCRIPTION: Limited Liability Corporation LIST OF SERVICES: Civil Engineering, Land Surveying, GIS Services, Geological & Environmental Services	Legal Name of Firm: Lockwood, Andrews & Newnam, Inc. Texas Engineering Board No. F-354 Offices Performing the Work: 8911 N. Capital of TX Hwy F-1356 Building 2, Suite 200 Austin, TX 78759 Office Location that will Perform Work: 4833 Spicewood Springs Rd., Suite 204 Austin, Texas 78759 Legal Business Description: Limited Liability Corporation List of Services Offered by Firm: Traffic Engineering, Transportation Systems, Planning and Operations, Roadway/Bridge Design, Water/Wastewater Design, Geomatics Services, Landscape Architecture, Community Planning, Construction Services, Energy, Environmental Engineering/Planning, Parking Technology, Transit	Name of Firm: M&S Engineering, LLC Firm License: P-1294 Physical Address: 376 Linda Street, New Braunfels, Texas 78130 Primary Contact: Jerod Mitchell, PE, CFM E. jrmitch@mseng.com Secondary Contact: Jodi Mott, PE, CFM E. jdmott@mseng.com Legal Business Description: Limited Liability Corporation Design Services Offered by Firm: Drainage/Hydrology, Water, Wastewater, Traffic Engineering, Water & Sewer Distribution Design, Landscape Architecture, Land Planning, Land Surveying, Structural, Environmental, Surveying, Facility Management, Planning, Commissioning, Safety Training, & Analysis, General Engineering Services For Small Projects	Legal Name of Firm: Pacheco Koch Consulting Engineers, Inc. Texas Engineering Board Firm Registration Number: F-3234 Legal Business Description: Type S Corporation TBEPC Registration No.: TBESE No. F-460 CONTACT: Project Manager Jacob Valentin, PE 512.485.0831 Office Performing Work: 201 West 5th Street, Suite 1100, Austin, TX 78701 Primary Contact: Scott Dukette, P.E., LGPP sdukette@pacheco-dawson.com Secondary Contact: Brent Christian, PE, Project Principal T 512.579.3331 E brent.christian@pacheco-dawson.com FIRM LEGAL NAME: PGAL, INC. TEXAS ENGINEERING BO AND FIRM REGISTRATION NUMBER: FIRM #2742 OFFICE LOCATION: Austin, Texas CONTACT PERSON: COSTAS GEORGIOU 713.368.3531 LEGAL BUSINESS DESCRIPTION: S-Corporation List of Services Offered by Firm: Planning & Engineering, Site Development, Surveying, Design and Analysis & Modeling, Roadway Improvement, Traffic Engineering, Water & Sewer Distribution Design, Landscape Architecture, Land Planning, Land Surveying, Geographic Information Systems, Grant Administration, Public Involvement	Pape-Dawson Engineers, Inc. Texas Engineering Board Firm Registration Number: F-1582 Location of office that shall conduct work: 1705 S. Capital of Texas Highway, Ste. 402, Austin, TX 78746 Contact persons: Kevin Hoffman, PE, ENV SP, Roadway Design Telephone: 512.542.7400 E-Mail Address: dorioz@stnra.com Title: President, Principal-in-Charge Name: Jason Garza, PE Office Manager: Scott Williams Telephone: 512.542.7424 E-Mail Address: JPGarza@stnra.com Title: Vice President, Principal-in-Charge Name: Daniel O. Rios, PE Title: President, Principal-in-Charge Telephone: 512.542.7400 E-Mail Address: dorioz@stnra.com Name: Jason Garza, PE Office Manager: Scott Williams Telephone: 512.542.7424 E-Mail Address: JPGarza@stnra.com LEGAL name of firm: S & B Infrastructure, Ltd. Texas Engineering Board firm registration number: F-1582 Location of office that shall conduct work: 1705 S. Capital of Texas Highway, Ste. 402, Austin, TX 78746 Contact persons: Daniel O. Rios, PE Title: President, Principal-in-Charge Telephone: 512.542.7400 E-Mail Address: dorioz@stnra.com Name: Jason Garza, PE Office Manager: Scott Williams Telephone: 512.542.7424 E-Mail Address: JPGarza@stnra.com	LEGAL NAME OF FIRM: Stantec Consulting Services Inc. (Stante) TBEPLS 120116 Location: F-6294 LOCATION OF OFFICES THAT SHALL CONDUCT WORK: 1905 Alsdorf Street, Suite 300, Austin, TX 78723 12222 Mett Drive, Suite 400, Dallas, TX 75251 6080 Tenney Pkwy, Suite 200, Plano, TX 75024 Legal Name of the Firm: SEB, LLC TBEPC Firm License Number: 12394 Local Address: 106 East 6th Street, Suite 900, Austin, TX 78701 Office Manager: Scott Williams Legal Business Description: S Corporation Corporation List of Services Offered by Firm: Planning & Engineering, Architecture, interior design, landscape architecture, surveying and geomatics, environmental services, project management, and project economics for infrastructure and facilities projects	LEGAL NAME OF FIRM: Walker Partners engineers + surveyors Texas Engineering Board Firm Registration Number: F-12679 LOCATION OF OFFICE THAT SHALL CONDUCT WORK: 801 East 50th Street, Suite 120 Round Rock, Texas 78664 CONTACT PERSON: Arnold Goodman, PE Green Associate LEGAL BUSINESS DESCRIPTION: S-Corporation LIST OF SERVICES THE FIRM OFFERS: Planning & Environmental Design & Engineering Program & Construction Management Legal Name of Firm: Walter P. Moore and Associates, Inc. TEXAS ENGINEERING BOARD FIRM REGISTRATION NUMBER: #16839 LOCATION OF OFFICE TO CONDUCT WORK: Austin, TX CONTACT PERSONS: Charles Penland, PE, LEED AP - Principal-In-Charge CPerlenda@waltermoore.com Susan Turrietta, PE - Project Manager STurrietta@waltermoore.com Georgina Garcia, PE, CFM, LEED AP, PE (254) 714-1402 ggarcia@waltermoore.com LEGAL Business Description: Limited Liability Company Our Services include: Planning, Surveying, and Construction Management and Inspection	LEGAL NAME: WSB & Associates, Inc. DBA WSB Engineers and Surveyors, Inc. BUSINESS TYPE: S-Corporation TBEPC: FPM-F-16649 ADDRESS: 321 S. MoPac Expressway, Suite 355, Austin, TX 78746 POINT OF CONTACT: Jay Kennedy, PE Seidman, Michael Chang Water/Wastewater Transportation Structures Construction Services Environmental/HIGH Geomorphology Landscape Architecture ISGIS/Visualization				
Availability and interest is backed by the resources and production of nearly 4,300-person firm. Furthermore, our Austin office is located just 16 miles from the City of Leander, allowing us to respond to the City's needs in-person, if needed. Project Principal Brian Becker, P.E. will develop a communication plan to outline who will be the points of contact for various tasks for the City and the project design team. Will hold regularly scheduled progress meetings and will provide status reports of those meetings. These meetings prove to be invaluable to keep project on schedule and on budget, as well as ensuring issues as they arise. Kimley-Horn will track all action items reported in the meetings and will follow-up with the appropriate team members promptly. Project Manager Sam Lundquist, P.E., LGPP will maintain constant dialogue with the City's Project Manager via meetings, telephone calls, and email. Brian will follow-up meetings with meeting minutes to document discussion and action items.	KSA has 42 years of experience providing engineering services in Texas. This project will be led by KSA's Austin office located approximately 30 miles from the City of Leander, allowing us to respond to the City's needs in-person, if needed. Project Principal Brian Becker, P.E. will develop a communication plan to outline who will be the points of contact for various tasks for the City and the project design team. Will hold regularly scheduled progress meetings and will provide status reports of those meetings. These meetings prove to be invaluable to keep project on schedule and on budget, as well as ensuring issues as they arise. Kimley-Horn will track all action items reported in the meetings and will follow-up with the appropriate team members promptly. Project Manager Sam Lundquist, P.E., LGPP will maintain constant dialogue with the City's Project Manager via meetings, telephone calls, and email. Brian will follow-up meetings with meeting minutes to document discussion and action items.	Travis Michel will serve as the LAN Project Manager and will be the primary Point of Contact with the City's Project Manager, LAN staff, and subcontractors. Periodic progress meetings will be held with the City's PM to review project status, accomplishments to date, ongoing work, and scheduled activity for the next period. The frequency of progress meetings will depend on the phase of the project, level of activity, and the necessity for exchange of information. Such coordination is an important part of the overall project management process to keep the project moving, and LAN and the City's adequately informed. All project communication records, including meeting minutes, telephone records, and emails, will be maintained and will be compiled within LAN project files, and distributed as appropriate.	The project will be managed and delivered by LAN's Austin office with support from the San Antonio and Corpus Christi offices. Our proximity to Leander will allow us to provide a prompt response and to be on-site within a couple hours of a phone call to resolve any significant issues or attend an important meeting. LAN will report to the City staff when requested to address issues or formulate solutions for field changes. When necessary, team members will be required to travel to the project site. City Council meetings to present recommendations will be available, for as long as needed, to stay at the project site to give direction on emergency situations. Further, we affirm that each member of the project team is registered and licensed, is employed by the prime firm and is in good standing.	Pape-Dawson's Austin office is just 20 minutes from Leander City Hall via Hwy 183A, and our project manager Brian Allen, PE, CFM currently resides in the City of Leander. He and our principal engineer, Scott Dukette, P.E., LGPP, can be reached by cell phone whenever necessary. They both have the entirety of Pape-Dawson's expertise and qualified staff local (600 total employees) at their disposal prepared to provide successful projects for the City of Leander on time and on budget. Our project manager will be the primary point of contact for the City of Leander. Clear and thorough communication at the appropriate time is key to maintaining the focus of the project. PGAL understands that City staff has other important jobs to do and availability to the design team may be limited. We will ensure that there are not unexcused absences, and that meetings will not be extended longer than necessary. We will make sure that prior to meetings, the City and all appropriate stakeholders will be provided access to any assignment, regardless of physical location. All staff have access to our full system lists, design notes, and decision matrices can be made that will ensure things moving forward.	RPS has provided traffic, transportation and public works assistance to more than 100 Texas municipalities, including the City of Leander, since 1985. Kevin Hoffman, PE, will be the primary point of contact with the City for this pre-purchase proposal. As projects are assigned, the identified key personnel will work with Kevin to develop and manage the project deliverables, and schedule weekly meetings to ensure the City's Project Manager is always aware of the project status. Project Principal, Brent Christian, PE will interface with the City PM weekly, or as needed, by phone calls and video conferencing. Our Austin office is centrally located and provides our team the opportunity to quickly meet at the City's office if needed. Communication will be continuous throughout the project and Scott will be responsive to any City request.	The Project Manager, Scott Williams, PE, will be the primary point of contact with the City's Project Manager. Scott will assign Task Leaders based on the scope of the project. Each Task Leader will report progress directly to Scott weekly, which is how the team lead in a weekly progress email report to the City and PM. All communication from the team will go through Scott first before being sent to the City to maintain organization and document control. Scott will interface with the City PM weekly, or as needed, by phone calls and video conferencing. Our Austin office is centrally located and provides our team the opportunity to quickly meet at the City's office if needed. Communication will be continuous throughout the project and Scott will be responsive to any City request.	Founded in 1954, Stantec has been in business nearly 63 years. The Stantec company consists of approximately 22,000 employees working in over 400 locations across six continents. Your core Stantec team, made up of our top professionals, are based in our Austin, Dallas, Plano and Fort Worth offices. Carl Ward, PE, will lead the Roadway Design category. The COVID Pandemic has required effectively communicating remotely with clients and collaboration platforms. Stantec's PMs will coordinate proactively with the City PMs through regularly scheduled online calls to discuss outstanding issues and project status. We routinely use Microsoft Teams	The City of Leander has the full support of all local, regional, and nationwide Volkert staff, including principals, senior leadership, and local firm resources. With two offices located in the Austin/Central Texas area, including the new Round Rock, Williamson County location approximately 15 miles from city offices, Volkes White, PE will provide superior customer service and availability to the City of Leander. Volkerts' dedicated project manager, Arnold Gonzales, will serve as point-of-contact for all city staff and will be responsible for attending all project meetings (biweekly or otherwise) that will be conducted in accordance with city policies and procedures.	Will work with Leander on a project-by-project basis to determine the best personnel to dedicate to each project. The personnel will always be highly capable, experienced, and available. Regularly scheduled project meetings and project updates. On all projects, the meetings will be followed up with a communication internally and with Leander's Project Manager, Wayne Watts, as needed. The Task Lead for each project will communicate and interact directly with Wayne Watts, and will attend all project meetings (biweekly or otherwise) that will be conducted in accordance with city policies and procedures.	Our Principal in Charge, Charles Penland, PE, LEED AP, will be accountable for the overall contract execution and client satisfaction. Our Project Manager, Susan Turrietta, PE, will oversee the day-to-day operations of project delivery. Communication with the City of Leander's Project Manager will include monthly project status reports and periodic design review meetings. The meetings will be followed up with a meeting summary and list of action items, responsible party, and due dates. The morning report will include a brief summary for City Council updates followed by a detailed report describing progress made, work to be completed, and a list of questionnaires items that need to be addressed by responsible party and date.	Jay Kennedy will serve as a single point of contact for the City. Jay will work with the City to determine specific project needs, and assemble a team and project manager depending on the project needs. Once a team is assembled, we will communicate with the City to develop a scope and fee, and then hold a project kick meeting with City staff. Jay will be responsible for contract administration, project reporting and communication, and resource management. He will also provide direct project management for multi-disciplinary projects.
Chris Otto, PE, CFM Principal in Charge Pape-Dawson Engineers, Inc.											

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City of Leander RFQ #S20-052 Engineering Service Pool - Traffic Engineering

Bid Info: City of Leander

Engineering Service Pool - Traffic Engineering

Solicitation No. S20-052

Opening: 9/3/2020

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City of Leander RFQ #S20-052 Engineering Service Pool - Traffic Engineering

	
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Foresite Group, LLC dba Foresite Consulting Group of Texas, LLC Local Address/Project Offices: 3000 E Cesar Chavez Street, Suite 300, Austin, Texas 78702 8918 Tesoro Drive, Suite 540, San Antonio, Texas 78217 1999 Bryan Street, Suite 890, Dallas, TX 75201 Headquarters: 3740 Davinci Court, Suite 100, Peachtree Corners, GA 30092 Jim Clements, PE, Senior Project Manager, jclements@fg-inc.net, 214.999.7123	Founded 1954, Stantec Consulting Services, Inc. (Stantec) Local Address 1905 Aldrich Street, Suite 300 Austin, Texas 78723-3544 Telephone (512) 338-0111 Contact Dave Carter, PE, PTOE - Project Manager (214) 473-2504 dave.carter@stantec.com
Founding date unclear. 600 projects throughout state of Texas. 165 employees. • 19 Engineers-in-Training (EITs) • 45 CAD Drafters/Designers • 20 GIS Database Engineering Analysts • 4 Landscape Architects (3 ILAs) • 2 Traffic/Transportation Engineers • 3 Structural Engineers • 3 Telecom Subject Matter Experts	Texas Staff Architects 90 CAD Technicians 18 Civil Engineers 111 Construction Managers 2 Construction Inspectors 5 Electrical Engineers 11 Environmental Engineers 5 Environmental Scientists 11 Geologists 7 Interior Designers 14 Land Surveyors 25 Mechanical Engineers 12 Mining Engineers 6 Planners 6 Project Managers 26 Structural Engineers 25 Technician/Analysts 27 Transportation Engineers 10 Other Employees 46 Total (Texas) 522
25	25
Jim Clements, PE Project Director and POC, John Rhodes, PE PIC, Brett Baughn, PE, QA/QC and Chief Engineer, Steve Berryman PE, Traffic Project Manager, Joe Park, EIT and Project Analyst, 165 total employees, 26 Professional Engineers (PE) PM Project Experience: CITY OF CHINA GROVE CITY ENGINEER China Grove, TX, EXPERT WITNESS SERVICES, Texas, CITY OF SAN ANTONIO STORM WATER ENGINEERING REVIEW TEAM DIVISION MANAGER San Antonio, TX,	22,000 employees in 400 counties; Dave Carter, PE, PTOE Project Manager 25% Nicola Gheno, PE, PTOE Deputy Project Manager / Intersection Studies / Warrant Studies 40% Hassan Madhoun, P.Eng, QA/QC 20% Sumet Khaman, PE, PTOE Corridor Studies 25% Anamaria Torres, PE, PTOE Signing and Pavement Markings / Traffic Signals 30%; PM Experience TxDOT Fort Worth Traffic Engineering On-Call, Fort Worth, TX • City of Fort Worth On-Call, Fort Worth, TX • City of Dallas Traffic Engineering On-Call, Dallas, TX
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• Devine County, TX Drainage District No. 1 Civil Engineering & GIS Services (2020-Present) • City of China Grove, TX City Engineer (2020-Present) • City of Tucker, GA Traffic Studies and Landscape Architecture On-Call (2018 - Present) • City of Cumming, GA On-Call Civil Engineering Services (2019 - Present) • Gwinnett County Department of Community Services Demand Design Services (2010-Present) • City of Sandy Springs, GA On-Call Landscape Architecture (2015-Present) • City of Johns Creek, GA Task Order Contract - Landscape Architecture and Sidewalk Design (2016-Present) • City of Norcross On Demand Services - Landscape Architecture, Civil Engineering, and Structural Engineering (2014-Present) • Georgia Institute of Technology Task Order Contract - Landscape Architecture and Civil Engineering (2016-Present) • Georgia Department of Natural Resources Task Order Contract (2011-	Traffic Engineering Study - City of Austin, Study: 2019 Construction: TBD Study: \$300,442 Estimated Construction: \$50.8M. SERVICES PROVIDED: Intersection Alternatives Analysis and PS&E Design for City of Fort Worth PROJECT STATUS: Studies: 2020 Construction: TBD TOTAL COST: Studies and Design: \$330,000 Construction: TBD; Alternatives Analysis and PS&E for New Location Roadway - City of Midland PROJECT STATUS: Studies: 2020 Construction: TBD TOTAL COST: Studies and Design: \$330,000 Construction: TBD; City of Ft. Worth On Call Transportation Consulting
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Extensive and detailed approach.	Extensive and detailed approach.
90	90

City of Leander RFQ #S21-052 Pre-Qualification for Engineering Services Pool - Water and Wastewater Design

Bid Info: City of Leander
Engineering Service Pool - Water and Wastewater Design
Solicitation No. S20-052
Opening: 9/3/2020

EVALUATION CRITERIA	Max Points	Acon Engineering	Adams	BLACK & VEATCH	BLEYL ENGINEERING	BURGESS & NIPLE	centurion	CobbFendley	DANNENBAUM ENGINEERING	DOUCET & ASSOCIATES	DUNAWAY	FREES & NICHOLS	ING Garza	HUNT-ZOLLARS	JACO	K. FRIESE + ASSOCIATES
Relevant Qualifications and Availability	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Provide a statement on the availability, interest, and commitment of the firm, its principal(s) and assigned professionals to undertake the project, reporting responsibilities and how the firm will interface with the City of Leander's Project Manager.	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30
Names and roles of key personnel proposed to work on this effort and their office locations. Include resumes for all key personnel and indicate any individuals who have had previous experience on similar projects. Provide staffing size by areas of expertise. Provide staff availability to perform services. Provide the proposed Project Manager's experience with similar sized types of tasks.	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30
Project Experience	30	20	20	20	20	20	20	20	20	20	20	20	20	20	30	30
Methodology and Approach	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Explain how the proposed team will approach, develop, and manage the project		Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Superior Methodology and Approach	Superior Methodology and Approach
TOTAL:	100	90	90	90	90	90	90	90	90	90	90	90	90	90	100	100

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City of Leander RFQ #S21-052 Pre-Qualification for Engineering Services Pool - Water and Wastewater Design

													
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LEGAL NAME OF FIRM: KFW Management LLC, dba KFW Engineers + Surveying TEXAS ENGINEERING BOARD FIRM REGISTRATION NUMBER: TBPE Firm #9513 LOCATION OF OFFICE THAT SHALL CONDUCT WORK KFW Management, LLC dba KFW Engineers + Surveying will be performing all work from its second location at 162 W. Mill Street, New Braunfels, Texas and its headquarters located at 3421 Paeanos Parkway, San Antonio, Texas. CONTACT PERSONS: Chris Otto, PE, CFM & Burt Wellmann, PE. LEGAL BUSINESS DESCRIPTION: Limited Liability Corporation LIST OF SERVICES: Civil Engineering, Land Surveying, GIS Services, Geological & Environmental Services	KIMLEY-HORN AND ASSOCIATES, INC. CORPORATION IF-#000928 10814 Jollyville Road, Avalon IV, Suite 200, Austin, TX, 78759 Brian Boecker, P.E. brian.boecker@kimley-horn.com 512.418.4533 LIST OF SERVICES THE FIRM OFFERS: Transportation Planning and Traffic Operations (TPTO), Transportation Systems, Management, and Operations, Roadway/Bridge Design, Water/Wastewater Design, Development Services, Landscape Architecture, Community Planning, Community Resiliency, Energy Environmental Engineering/Planning, Parking, Technology, Transit	Legal Name of Firm: KSA Engineers, Inc. Texas Engineering Board No. F-2614 Offices Performing the Work 8911 N. Capital of TX Hwy Building 2, Suite 2300 Austin, TX 78759 512.338.4212 Contact Persons: Travis Michel, PE Project Manager 512.342.6868 Contact Person: Grayson Cox, P.E. 512.342.6868 Operations (TPTO), Transportation Systems, Management, and Operations, Roadway/Bridge Design, Water/Wastewater Design, Development Services, Landscape Architecture, Community Planning, Community Resiliency, Energy Environmental Engineering/Planning, Parking, Technology, Transit	Legal Name of Firm: Lockwood, Andrews & Newnam, Inc. Texas Engineering Board No. F-2614 Offices Performing the Work 8911 N. Capital of TX Hwy Building 2, Suite 2300 Austin, TX 78759 512.338.4212 Contact Persons: Travis Michel, PE Project Manager 512.342.6868 Contact Person: Grayson Cox, P.E. 512.342.6868 Operations (TPTO), Transportation Systems, Management, and Operations, Roadway/Bridge Design, Water/Wastewater Design, Development Services, Landscape Architecture, Community Planning, Community Resiliency, Energy Environmental Engineering/Planning, Parking, Technology, Transit	Legal Name: LNV, LLC TBPE Firm No. F-366 Location: Austin, Texas Contact Person: Marcus Naiser, PE - Group Leader P: (512) 381-8332 A: 7500 Riata Blvd., Building 1, STE 240, Austin, TX 78738 Legal Business Description: Limited Liability Corporation Design Services Offered by Firm: Drainage/Stormwater, Water, Wastewater, Traffic Engineering Services, Roadway Architecture, Structural, Environmental, Surveying, Facility Management Planning, Construction Management, Commissioning, Safety Training.	Name of Firm: M&S Engineering, LLC Physical Address: 376 Landis Street, New Braunfels, Texas 78130 Primary Contact: Jerod Mott, PE, CFM E.mott@mseeng.com P: (830) 228-4155 Services: civil, structural, Mechanical/Electrical-Plumbing (MEP), and electrical engineering	LEGAL FIRM NAME: MRB Group, P.C. (Private Corporation) TBPE IF-10615 AUSTIN OFFICE: (primary office from which work will be conducted) 8334 North Capital of Texas Highway, Suite 147 Austin, Texas 78759	MWM DesignGroup (MWM) 305 E. Huntland Drive, Suite 200 Austin, TX 78752 TBPE F-1416 TBAE 1452 TBPLS 10065600 MWM Service Groups: CIVIL ENGINEERING SURVEYING ARCHITECTURE LANDSCAPE PERMITTING	Legal Name of Firm: Pacheco Koch Consulting Engineers, Inc. TBPE Registration No. TBPE No. F-469 CONTACT: Project Manager Jacob Valentien, PE 512.485.0631 jvalentien@pkcs.com Office Performing Work: 201 West 5th Street Suite 1100A, Austin, TX 78701 512.485-2331 Legal Business Description: Subchapter S Corporation Services Offered: Transportation, Surveying, GIS, Environmental, Water and Wastewater, Hydrology and Hydraulics, Land Development, Construction Management	Pape-Dawson Engineers, Inc. TBPE #470 TBPLS #10028800 Location of Office Conducting Work: 10001 North Expressway, Suite 200 Austin, TX 78759 Primary Point of Contact: Scott Dukette, P.E., LGPP sduket@pape-dawson.com Legal Business Description: Subchapter S Corporation Services Offered: Transportation, Surveying, GIS, Environmental, Water and Wastewater, Hydrology and Hydraulics, Land Development, Construction Management	Legal name of firm: S & B Infrastructure, Ltd. Texas Engineering Board firm registration number: F-1582 Location of office that shall conduct work: 1705 S. Capital of Texas Highway, Ste. 402, Austin, TX 78745 Contact persons Name: Daniel O. Rios, PE Title: President, Principal-in-Charge Telephone: 512.542.7400 E-Mail Address: dorioe@sbrifra.com Name: Susan Garza, PE Title: Project Manager Telephone: 512.542.7424 E-Mail Address: JGarza@sbrifra.com Legal business description: Municipal Services Discipline Engineering Firm Services the firm offers: Environmental, Hydrologic Analyses, Roadway Design, Hydraulic Design & Analysis, Bridge Design, Project Management, Traffic Engineering, Operations Studies and Design, Construction Management	Legal Name of Firm: Walker Partners and Associates, Inc. Texas Engineering Board FIRM REGISTRATION NUMBER #16689 TBPLS No. 10022500 (Waco) / 10194317 (Austin) Office Locations Performing the Work: 823 Washington Avenue, Suite 100 Waco, Texas 76701 804 Las Cimas Parkway, Suite 150 Austin, Texas 78746 Primary Contact Person: George E. "Jed" Walker, Jr., PE (254) 714-1402 gwalker@walkerpartners.com Legal Business Description: Limited Liability Company Our Services: Civil Engineering, Surveying, and Construction Management and Inspection	LEGAL NAME OF FIRM: Walter P Moore and Associates, Inc. TEXAS ENGINEERING BOARD FIRM REGISTRATION NUMBER #16689 LOCATION OF OFFICE TO CONDUCT WORK CONTACT PERSONS: Charles Penland, PE, LEED AP - Principal-In-Charge CPenland@waltermore.com Susan Turrieta, PE - Project Manager STurrieta@waltermore.com LEGAL BUSINESS DESCRIPTION: Corporation LIST OF SERVICES THE FIRM OFFERS: Civil Engineering, Water Resources Engineering, Traffic, ITS, and Transportation Planning, Transportation Engineering Diagnostics	LEGAL NAME: WSB & Associates, Inc. DBA WSB Engineers and Surveyors, Inc. BUSINESS TYPE: S-Corporation TBPE FIRM-F-16849 ADDRESS: 1221 S. MoPac Expressway, Suite 355, Austin, TX 78746 POINT OF CONTACT: Jay Kennedy, PE Services: Municipal Services Water/Wastewater Transportation/Structures Construction Services Environmental/H&H Geotech/Materials Landscape Architecture IGIS/GIS/Visualization
Our firm has worked in Leander, by way of commercial, surveying, and environmental services. We have completed projects such as numerous Leander Storage Facilities, numerous Family Dollar locations, a Whataburger location, a pre-school opening this fall. The Learning Experience, Project Manager, Mr. Wellmann, will be available to provide project direction and deadlines to our consultant team/task leads who will report to him regularly. Each task leader is then responsible for the production of plans, specifications, and estimates. Our firm will oversee a team of designers who, in turn, are responsible for individual tasks.	Availability and interest is backed by the resources and production of nearly 4,300-person firm. Furthermore, our Austin office is located just 16 miles from the City's office, allowing us to respond to the City's needs in-person, if needed. Project Principal Brian Boecker, P.E. will develop a communication plan to outline who will be the points of contact for various tasks for both the City and the design team. Will hold regularly scheduled progress meetings and will provide status reports of those meetings. These meetings prove to be invaluable to keep projects on schedule and on budget, as well as resolving issues as they arise. Kimley-Horn will track all action items noted in the meetings and will follow-up with the appropriate team members promptly. LGPP will maintain consistent dialogue with the City's Project Manager via meetings, telephone calls, and emails. Brian will follow-up meetings with meeting minutes to document discussion and action items.	KSA has 42 years of experience providing engineering services in Texas. This project will be led by KSA's Austin office, located approximately 30 miles from the City of Leander, which has been providing services in Central Texas for over 20 years. KSA's Austin office staff have time available that can be devoted to projects of need via the city of Leander's rotation list. We believe that communication is key to project success and the City's satisfaction with KSA's service. Therefore, we strive for near constant communication with critical project stakeholders. At a minimum, the project manager will provide the city with formal monthly progress reports scheduled to allow integration into city commissioners' meetings. Key project milestones such as completion of preliminary or final design, or realization of significant external factors that impact schedule or budget would also trigger specific and formal reports to the city. KSA's project manager, Mr. Grayson Cox, P.E. will be the City of Leander's Project Manager and primary point of contact for all KSA services.	Travis Michel will serve as the LAN Project Manager and will be the primary Point of Contact with the City's Project Manager, LAN staff, and subcontractors. Periodic progress meetings will be held with the City's PM to review project status, accomplishments to date, ongoing work, and scheduled activity for the next period. The frequency of progress meetings will depend on the phase of the project, level of activity, and necessity for exchange of information. Such coordination is an important part of the overall project management process to keep the project moving, and LAN and the City's adequately informed. All project communication records, including meeting minutes, telephone records, and interactions with the City will be compiled within LAN project file, and distributed as appropriate.	The project will be managed and delivered by LNV's Austin office with support from the San Antonio and Corpus Christi offices. Our proximity to Leander will allow us to provide a prompt response and to be on site within a couple hours of a phone call to resolve any significant issues or attend an important meeting. LNV will report to the City staff when requested to address issues or formulate solutions for field challenges. Additionally, when necessary, team members will attend City Council meetings to present recommendations or progress reports and will be available, for as long as needed, to stay at the project site to give direction on emergency situations. Further, we affirm that each member of the project team is registered or licensed, is employed by the prime firm and is in good standing.	Our project manager, Jerod Mott, PE, CFM will prepare a staffing plan based on the scope of work, manpower requirements, and project schedule. This plan will identify specific staff members who will be working on the project and when. This plan is used to lock in our staff commitments, making them available to meet the City's needs. Currently operating at approximately 60-70% of capacity, which is normal for our company. Over the next year, our backlog of work is expected to decline, thus staff availability will increase. Our current projections show M&S Engineering has adequate capacity to serve the City on this 3-year contract. Our staffing approach is developed based on over two decades of providing engineering services to our clients. These proven steps are essential in responding to the City of Leander's needs in a timely manner.	Austin-based corporation providing a comprehensive multi-disciplined approach to public infrastructure projects. MWM's project managers will serve as the primary interface between the project team and the City Project Manager. MWM operates under a company-wide responsiveness initiative, and individual project managers will respond to any communication within a day. We are confident that our extensive experience managing and	Pacheco Koch is a mid-sized engineering firm that promotes small firm responsiveness on every project we undertake. We will dedicate experienced personnel who have decades of similar experience to each assigned project. These key team members will be supported by a firm-wide staff of over 230. Pacheco Koch is available to commence services immediately upon the receipt of Notice-to-Proceed by the City of Leander. This commitment is based on our critical engineering, Water & Sewer Distribution Design, Landscape Architecture, Land Planning, Land Surveying, Geographic Information Systems, Grant Administration, Public Involvement	Pape-Dawson's Austin office is just 20 minutes from Leander City Hall via Hwy 183A, and our project manager Brian Allen, P.E., CFM, currently resides in the City of Leander. He and our principal-in-charge, Scott Dukette, P.E., LGPP, can be reached by cell phone whenever necessary. They both have the entirety of Pape-Dawson's expertise and qualified staff of 90 local (800 total firmwide) at their disposal prepared to produce successful projects for the City of Leander on time and on budget. Our staff has the ability and full equipment available to work effortlessly between offices and remotely through a Virtual Desktop platform, thereby allowing Mr. Allen to designate the best technical resource to any assignment, regardless of physical location. All staff have access to our full system files, design tools, and communication platforms from anywhere. To date, we can report no technological disruptions impacting production, even with much of our staff working remotely throughout this pandemic.	The S & B Team will be an extension to the City of Leander. Our Project Manager, Jason Garza, PE, will conduct meetings with the City's staff and the S & B Team to ensure that all deliverables are met by the City's deadlines. S & B has a well renowned tracking system that we implement to assign deliverables. Our Project Manager and Principal-In-Charge will interact directly with Wayne Watts, and will attend all project meetings (biweekly or otherwise) that the City deems necessary for the successful design of the Project.	Will work with Leander on a project-by-project basis to determine the best personnel to dedicate to each project. The personnel will always be highly capable, experienced, and available. Regularly scheduled project meetings and project updates. On all projects, this means daily interaction and communication internally and with Leander's Project Manager, Wayne Watts, as necessary. The Task Lead for each project will communicate and interact directly with Wayne Watts, and will attend all project meetings (biweekly or otherwise) that the City deems necessary for the successful design of the Project.	Our Principal in Charge, Charles Penland, PE, LEED AP, will be accountable for the overall contract execution and client satisfaction. Our Project Manager, Susan Turrieta, PE, will oversee the day-to-day operations of project delivery. Communication with the City of Leander's Project Manager will include monthly project status reports and periodic design review meetings. The meetings will be followed up with a meeting summary and list of action items, responsible party, and due date. The monthly reports will include a brief summary for City Council updates followed by a detailed report describing progress made, work to be completed and a list of questionnaires/items that need to be addressed by responsible party and date.	Jay Kennedy will serve as a single point of contact for the City. Jay will work with the City to determine specific project needs, and assemble a team and project manager depending on the project needs. Once a team is assembled, we will work collaboratively with the City to develop a scope and fee, and then hold a project kickoff meeting with City staff. Jay will be responsible for contractual items, project reporting and communication, and resource management. He will also followed by a detailed report describing progress made, work to be completed and a list of questionnaires/items that need to be addressed by responsible party and date.	
Chris Otto, PE, CFM Principal in Charge PE: Texas, No. 113172 CFM: Texas, No. 0752-05N Teresa A. Sirdell, RPLS Project Manager/RPLS: Texas, No. 5672 Rick Gray, PE, CFM Asst. Project Manager Burt Wellmann, PE Project Manager PE: Texas, No. 79517 CFM: Texas, No. 2245-12N PE: Texas, No. 100256 Ryan Overmiller, CFM, EIT Engineer - H&H Nick Reynolds, PE, CFM Engineer - Water & Streets EIT: Texas No. 54857 CFM: Texas No. 3290-17N PE: Texas, No. 111666 CFM: Texas No. 3290-17N Kara Lara Lead GIS Analyst	Project Principal: Brian Boecker, P.E. Quality Control/Quality Assurance: Troy Neal, P.E. Project Manager: San Lundquist, P.E., LGPP Bicycle Facilities: Jed Whitacre, P.E., PTP, ACP Pedestrian Design: Scott Arnold, P.E., PTOE, RAS, PMP Innovative Intersections: Jay VonAhlsen, PE Roadway Design: Ashley Dawson, P.E.	Project Manager: Grayson Cox, P.E. Austin, Texas Principal-In-Charge: Jorice Young, P.E. Longview, Texas Project Engineers – Drainage: Abiel Carrillo, P.E. McKinney, Texas Design Engineer: Michael Changarua, P.E. Austin, Texas Public Outreach Liaison: Robin Kersey Austin, Texas OFF EMPLOYEES Administrative 43 Architect 4 CAD Technician 12 Civil Engineer 50 Construction Inspector 9 Electrical Engineer 1 Land Surveyor 17 Mechanical Engineer 1 Planner 3 System Analyst 2	Travis Michel 40% Steven Widacki 50% Dan Dow 50% Laura Cassel 40% Kerry Fulton 50% Water/Wastewater 26 Transportation 46 Drainage/Water Quality 17 Right-of-Way Acquisition 14	James Sassin, PE Project Manager Jerod Mott, PE, CFM Roadway Design Craig Wilson, PE (New Braunfels) QA/QC ROADWAY DESIGN Byron Sanderfer, PE, CFM Bryan Spain, PE, CFM Joseph Arteritano, PE Jay Campbell, PE, CFM CPESC Robert Vieira, PE, RPLS. LNV's staff is currently operating at roughly 75-80 percent of its capacity and has a workload free from constraints to complete projects in a timely manner.	Project Manager Jerod Mott, PE, CFM Roadway Design Craig Wilson, PE (New Braunfels) Drainage System Design and Analysis Jerod Mott, PE, CFM (New Braunfels) Bridge/Structural Engineering Any Stone, PE (New Braunfels) Water-Wastewater Design Utility Coordination Brady Koslos, PE (New Braunfels) Site Design Construction Inspection Blake Allison, PE (New Braunfels) Sandy Garza (New Braunfels)	PROJECT PRINCIPAL Julia Harrod, PE, F.NSPE QA + QC Brian Wells, PE PROJECT MANAGEMENT Tony Buondanno, PE, PMP Steve Zabal, PE Ryan DeKozla, PE, CFM Anali Gonzales, EIT	Brian O'Neill, PE, CFM Principal-In-Charge 20% Staff 25 Fort Worth Chris Cha, PE QA/QC Manager 20% Staff 9 Fort Worth Jacob Valentien, PE QA/QC Manager 80% Staff 3 Austin Jonathan Irton, PE Roadway Design 60% Staff 7 Fort Worth Jennifer Butcher, PE PTOE Traffic & Signal Design 40% Staff 6 Fort Worth Ryan Phares, PE CFM Hydraulics & Hydrology 40% Staff 12 Dallas Nicholas Nelson, PLA, LEED AP Landscape Architecture 40% Staff 7 Fort Worth Clint Bissett, PE Water/Wastewater Pipeline 60% Staff 5 Collins Chris Cha, PE Funding Coordination 40% Staff 9 Fort Worth	Project Manager: Brian Allen, P.E., CFM Houston 20% Principal-In-Charge: Scott Dukette, P.E., LGPP Austin, TX Signals, SPM, and Intersections: Heather McNeal, P.E., PTOE, LGPP, CFM San Antonio, TX Sidewalk and ADA: Tyler Dube, P.E. Austin, TX Environmental and Permitting: Valerie Collins, ACP San Antonio, TX Storm Drainage: Luke Reed, P.E., CFM San Antonio, TX Land Surveying: Parker Graham, RPLS San Antonio, TX Utility Relocation: Deepa Thankavel, P.E., CFM, LGPP San Antonio, TX Barbara Castle, Environmental / Public Involvement Houston 72%	Daniel O. Rios, PE, Principal in Charge Houston 20% Michael Rojas, PE, QA/QC Manager San Antonio 40% Susan Garza, PE, Project Manager Austin 70% David Speicher, PE, Deputy Project Manager San Antonio 45% Jose Castro, PE, General Engineering San Antonio 60% Guillermo Arriola, PE, Water & Wastewater Design McAllen 70% Gerardo Carmona, PE, Roadway Design Houston 60% Frank Duran, PE, CFM, Drainage System Design & Analysis Austin 70% Manching Wei, PE, Structural / Bridge Design Houston 63% Barbara Castle, Environmental / Public Involvement Houston 72%	PROJECT MANAGER: Jed Walker, PE Alan Mungler, PE, CFM Roadway Design (Task Lead) Jacob Bell, PE Roadway Design Lynn Simpson, RPLS Land Surveying (Task Lead) Kevin Hessel, RPLS Land Surveying Mark Rudolf Construction Management	PRINCIPAL-IN-CHARGE Charles Penland, PE, LEED AP (Houston) PROJECT MANAGER Susan Turrieta, PE (Austin) CIVIL ENGINEERING Paulina Cristoforo, EIT (Austin) Sanyika Bhekar, EIT (Austin) DIAGNOSTICS Matt Heringer, PE, PEng (Austin)	Jay Kennedy, PE CLIENT REPRESENTATIVE Dan Rogers, PE PROJECT MANAGER & LEAD ROADWAY ENGINEER Bob Haseman, PE ROADWAY/UTILITY DESIGN Marc Drouin, PE PROJECT ENGINEER Mike Chavez, RPA ENVIRONMENTAL CLEARANCE Christie Saenz, CFM, SRWA, RW-RAC RIGHT-OF-WAY ACQUISITION	
GRAYTOWN ROAD IMPROVEMENTS SAN ANTONIO, TEXAS ROLE IN PROJECT: Civil Engineer and Surveyor, Prime Consultant PROJECT STATUS: Completed January 2020 TOTAL COST: \$239,769 EVANS ROAD & WORTHAM OAKS BOULEVARD CONVERSE, TEXAS ROLE IN PROJECT: Civil Engineer and Surveyor, Prime Consultant PROJECT STATUS: Project completed in 2018 TOTAL COST: \$151,340 CITY OF NEW BRAUNFELS GOODWIN LANE IMPROVEMENTS NEW BRAUNFELS, TEXAS ROLE IN PROJECT: Civil Engineer and Surveyor, Prime Consultant PROJECT STATUS: Ongoing TOTAL COST: \$1,800,000	EAST RIVERSIDE DRIVE, AUSTIN, TX DATE OF COMPLETION: PRELIMINARY - 2019, INTERSECTION IMPROVEMENTS - 2020, FINAL DESIGN - ONGOING Responsibility: Prime Project Status: Active COUNTY ROAD 110, WILLIAMSON COUNTY, TX DATE OF COMPLETION: DESIGN COMPLETED - 2018 Responsibility: Prime Project Status: Finalizing Construction ANDERSON MILL ROAD, CEDAR PARK, TX DATE OF COMPLETION: 95% DESIGN COMPLETE - ESTIMATED COMPLETION 2020 Responsibility: Prime	PEDESTRIAN AND CYCLING TRAIL LEANDER, TEXAS Completion Date: June 2016 Role: Prime Project Status: Completed Total Cost: \$584,739 Northwest Highway 12, Phase 1 and 2 MOUNT PLEASANT, TEXAS Completion Date: November 2014 Actual schedule of completion: April 2015 (client initiated CO, added time to original schedule.) Phase 2: Proposed schedule: January 2018 Actual schedule of completion: March 2018 Role: Prime Project Status: Completed Total Cost: \$1,863,586 (Phase 1) Cost: \$1,867,099 (Phase 2) Lookout Road S E L M A, TEXAS Completion Date: May 2019 Role: Prime Project Status: Completed Total Cost: \$8.9 million	River Ranch County Park Road Williamson County, Texas Prime Project Status: Construction complete September 2020 Cost: \$3.5M Goforth Road Improvements Kyle, Texas Prime Project Status: Construction completed August 2017 Cost: \$7M Coers Drive Improvements San Marcos, Texas Prime Project Status: Completed 2020 Cost: \$1.7M	Theo and Malone Avenue Corridors San Antonio, Texas Role of Firm: Prime Date of Completion/Project Status: 2019 Total Cost: \$14.5M Candlewood Subdivision, Phase I San Antonio, Texas Role of Firm: Prime Date of Completion/Project Status: September 2018/ Construction Complete Total Cost: \$4,031,941.75 SH 21 and FM 1966 Intersection Traffic Study and Design Hays County, Texas Role of Firm: Prime Date of Completion/Project Status: 2019 Total Cost: \$600,000	N. EAST STREET IMPROVEMENTS CITY OF LEANDER History of Meeting Schedule: Design met project schedule. Planned Budget vs. Actual: Project met established budget. Construction Cost: \$3.9M RIVERSIDE BOULEVARD T.I.A. IMPROVEMENTS CITY OF GEORGETOWN History of Meeting Schedule: Design met project schedule. Planned Budget vs. Actual: Project came in under established budget. Final Construction Cost: \$579K ALVES Lane IMPROVEMENTS CITY OF NEW BRAUNFELS History of Meeting Schedule: Design met project schedule. Planned Budget vs. Actual: Project met established budget. Construction Cost: \$8.6M	Leakey Wastewater Treatment Plant Nueces River Authority (NRA) City of Jarrell Wastewater Improvements Highland Meadows Lift Station	Martin Luther King Blvd. TOD Phase 1 city of austin austin, texas Cottonwood Wastewater Interceptor Phase C2 city of cedar park cedar park, texas Hills of Hays city of san marcos san marcos, texas	MAIN STREET DESIGN Crowley, TX Prime Firm Est. Construction Cost: \$6.8 Million Actual Construction Cost: \$8.2 Million Est. Completion Date: December 2021 Actual Completion Date: Ongoing (In Design) WURZBACH PARKWAY San Antonio, TX Prime Firm Est. Construction Cost: \$24 Million Actual Construction Cost: \$24 Million (TBD) Est. Completion Date: 3/1/2020 (Design) Actual Completion Date: Ongoing	Pecan Street Improvements Pflugerville, TX Prime Firm Est. Construction Cost: \$2.8 Million Est. Completion Date: May 2021 Actual Completion Date: Ongoing (In Design) City of New Braunfels – Westside Roadway and Pedestrian Improvements, New Braunfels, TX Prime or Sub: Prime Project Status: Completed 6/2019 Total Cost: \$3M City of New Braunfels – Westside Roadway and Pedestrian Improvements, New Braunfels, TX Prime or Sub: Prime Project Status: Completed 12/2018 Total Cost: \$1.2M TxDOT – North New Braunfels Avenue at Austin Primary (McNary Art) San Antonio, TX Prime or Sub: Prime Project Status: Completed 10/2019 Total Cost: \$44.3K	Williamson County – Engineering Design Services for Roadway Project Design, Williamson County, TX Prime or Sub: Prime Project Status: Completed 6/2019 Total Cost: \$3M City of New Braunfels – Westside Roadway and Pedestrian Improvements, New Braunfels, TX Prime or Sub: Prime Project Status: Completed 12/2018 Total Cost: \$1.2M TxDOT IH 35 Freeway Widening, Laredo, TX Role: Prime Project Status: Complete Cost of Project: \$4.1 Million SH 550 Mainlanes (CCRMA) Cameron County, TX Role: Prime Project Status: Complete Cost of Project: \$7.1 Million CITY OF BASTROP ANNUAL STREETS PAVEMENT MAINTENANCE PROGRAM Project Status: Complete Project Cost: Budget - \$1,196,000 Actual - \$1,168,000 Schedule: On-time Role of Firm: Prime firm	CITY OF HARKER HEIGHTS WARRIORS PATH RECONSTRUCTION Project Status: Complete Project Cost: Budget - \$3,125,684 Actual - \$2,275,951 Schedule: On-time Role of Firm: Prime firm TxDOT Direct Connectors 5 & 8, Laredo District Webb County, Texas Role: Prime Project Status: Complete Cost of Project: \$26,670 Million (DC 5) \$9,351 Million (DC 8) TxDOT IH 35 Freeway Widening, Laredo, TX Role: Prime Project Status: Complete Cost of Project: \$4.1 Million SH 550 Mainlanes (CCRMA) Cameron County, TX Role: Prime Project Status: Complete Cost of Project: \$7.1 Million CITY OF BASTROP ANNUAL STREETS PAVEMENT MAINTENANCE PROGRAM Project Status: Complete Project Cost: Budget - \$1,196,000 Actual - \$1,168,000 Schedule: On-time Role of Firm: Prime firm	Whitestone Blvd. & Lakeline Blvd. Turn Lane Project City of Cedar Park, TX WSB Prime This project was on track to be on time/on budget. Final: \$986 K Kriekens Ranch Road (CR 272) Creek Crossing of Brushy Creek City of Cedar Park, TX WSB Prime On time/on budget. Final: \$600K US 290 and Trautwein Intersection Improvements Hays County, TX WSB Prime On time/on budget. Final: \$1.8 M	
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Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Adequate Methodology and Approach	Superior Methodology and Approach	Superior Methodology and Approach	
90	90	90	90	90	90	90	90	90	90	90	100	100	

AWARD

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**EXECUTIVE SUMMARY****07/21/2022**

AGENDA SUBJECT:

Discuss and consider action on Amendment 1 to Task Order GEMC-1 with GarzaEMC, in the amount of \$62,925.71, increasing the cost of services from \$564,137.68 to \$627,063.39, for the engineering services related to the design and construction of extending new waterline into the Ridgmar neighborhood from the new RM 2243 waterline (CIP W.18); and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The need to provide water throughout the city resulted in the CIP project W.18 RM 2243 Waterline for the construction of a 16-inch water transmission main along RM 2243 (South Street) from 183A Tollway to Ronald Reagan Boulevard.

Under the Engineering Pre-Qualification RFQ, GarzaEMC was hired to provide engineering for the design and construction of this project, in the amount of \$564,137.68. Initially, during the RFQ process in January 2021, a scrivener's error occurred, the wrong logo was attached to GarzaEMC, the remainder of the company's information was correct on the matrix. Although this caused some confusion, GarzaEMC was subsequently hired from that RFQ, with the understanding that GarzaEMC is the correct engineering firm who had submitted and reviewed during the RFQ process. GarzaEMC has begun research, engineering, and design for the 16-inch waterline along RM 2243. After GarzaEMC had completed almost 30% design, the City of Leander Engineering requested GarzaEMC submit a proposal to complete a loop of 8-inch waterline through the Ridgmar neighborhood, along Ridgmar Road, connecting to the new 16-inch waterline, along RM 2243. GarzaEMC responded with a proposed fee of \$62,925.71, which will increase the total agreement amount to \$627,063.39.

HISTORY/TIMELINE:

11/04/21 Professional Services Agreement
11/18/21 Task Order GEMC-1 Council Approval
07/21/22 Amendment 1 to Task Order GEMC-1 Request

RECOMMENDATION:

Staff recommends approval of Amendment 1 to Task Order GEMC-1 from GarzaEMC in the amount of \$62,925.71, increasing the cost of services from \$564,137.68 to \$627,063.39, for the engineering services related to the design and construction to add 8-inch waterline along Ridgmar Road to the new RM 2243 16-inch waterline, and authorizing the City Manager to execute all appropriate documentation.

PRESENTER:

Ross E. Blackketter, P.E., City Engineer

Fiscal Impact

<u>Amount requested:</u>	\$62,925.71
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Utility 25-31-8308

Attachments

1. Proposal to Amendment 1
2. Task Order GEMC-1 Amendment 1
3. Task Order GEMC-1
4. Waterline Aerial Map



SCOPE OF SERVICES

April 20, 2022

Ross E. Blackketter, P.E.
City Engineer
City of Leander
201 N. Brushy Street
Leander, Texas 78641

RE: Proposal for Professional Services
RM 2243 Water Main Improvements
Amendment #1
Austin, Texas 78724

Dear Mr. Ross:

We appreciate the opportunity to submit this amendment for professional services associated with the water main improvements along RM 2243. Based upon our discussions and the information provided, we understand that the waterline improvements will require the extension of an existing 8" water line in Ridgmar Road to connect to the new 16-inch water main on RM 2243. The total fee for Amendment #1 is \$62,925.71.

We are prepared to commence services upon your acceptance of this proposal and receipt of written authorization to proceed.

We have prepared our fee proposal based on a comprehensive scope of services and our experience with this type of project. We believe this approach is better for our clients by developing a realistic project plan from the onset and avoiding or mitigating constant fee changes. However, should the proposed scope and associated fee not appear in line with your expectations, we are prepared to present and discuss the factors considered in the development of our fee and opportunities to adjust the scope and fee to better align with your understanding of the project.

Garza EMC, LLC
7708 Rialto Blvd.
Suite 125
Austin, Texas 78735
o: 512.298.3284
f: 512.298.2592
www.garzaemc.com
TBPE No. F-14629



We look forward to assisting you in the development of this project. If you should have any questions or would like to discuss our proposal, please do not hesitate to contact us.

Sincerely,

Garza EMC, LLC

A handwritten signature in black ink, appearing to read 'Joe Farias'.

Joe Farias P.E.
Senior Project Manager

Based on our understanding of your needs at this time and the status of this project, we propose to provide the following specific services:

I. BASIC SERVICES

A. PRELIMINARY DESIGN (30%)

1. Based upon the approved route, we will move forward with the preliminary design phase of the water main route.
2. Attend a project kickoff meeting and planning meeting with the design team.
3. Assist you in preparing preliminary project schedules.
4. We will prepare a test hole exhibit and distribute to SUE consultant that will be used to determine vertical location of existing utilities that cross the proposed water main route.
5. Meet with County/TxDOT representatives to coordinate and verify the location of existing road/drainage infrastructure that may be in conflict with proposed water main route.
6. Meet with the various utility providers as-needed to discuss utility relocations if required.
7. Prepare concept design documents for the water main route previously agreed upon.
8. A set of specifications will be submitted with the project manual for review. A cost estimate will be included, based on the current level of design that will include a 30% contingency.

B. DESIGN COORDINATION AND DEVELOPMENT (60%-90%)

Upon preliminary design approval and notice to proceed, we will begin the 60% design. The Design Development phase will generally consist of the following (We will repeat this scope for the 90% task):

1. Address any comments to the Preliminary Design Phase and make any water main route adjustments needed.
2. Prepare and submit engineer's summary letter and engineering report to city staff.
3. Perform revisions to the water main route to address any additional comments or changes during the 60% Design Development phase.

4. Coordinate with the City, State, or Federal review agencies as-needed on the preliminary design phase and make any adjustments needed for the 60% Design Development Phase.
5. Prepare a site demolition plan if applicable identifying any existing improvements to be removed or modified.
6. Prepare a preliminary erosion and sedimentation control plan for the project.
7. Upon your approval and coordination with all applicable entities, prepare final Design water main plans.
8. Prepare preliminary notes and details sheets for pricing purposes of the 60% Design Development Phase.
9. A set of specifications will be submitted with the project manual for review. A cost estimate will be included, based on the current level of design that will include a 20% contingency.

C. CONSTRUCTION DOCUMENTS

Upon 90% Design Development approval and notice to proceed, we will begin the Construction Documents phase. The Construction Documents will generally consist of the following:

1. Address any comments to the 90% Design Development package and make any necessary minor water main route adjustments.
2. Continue to Coordinate with the various utility providers on the 90% Design Development package for the project and any utility relocation required.
3. Continue to Coordinate with the City, State, or Federal review agencies as-needed on the 90% Design Development package and make any adjustments needed for the final design.
4. Prepare final plan/profile for water main route.
5. Prepare the final erosion and sedimentation control plan, which includes revegetation requirements for all disturbed areas outside the floodplain and any associated environmental buffers, for the water main route that meets the current Texas Commission on Environmental Quality criteria.
6. A set of specifications will be submitted with the project manual for review. A cost estimate will be included, based on the current level of design that will include a 10% contingency.

7. A project manual will be prepared and submitted along with an anticipated construction cost estimate with a 10% contingency.

D. CITY OF LEANDER FLOOD PLAIN DEVELOPMENT PERMITTING

Upon completion of the 90% Design and Development Task, we will submit the plans to the City of Leander permitting staff for review and approval. The application package will generally consist of the following:

1. Submit the application package (including, but not limited to the following, applications, deed, tax maps, tax certificates, engineering report, drawings, etc.) to the City of Leander Permitting Staff.
2. Coordinate with City of Leander staff to address review comments. The permit approval can be granted administratively provided no variances are required. Upon City of Leander approval, a permit will be issued for this project. We anticipate at least three (3) revisions will be required to address staff comments for this project even if no client generated changes are made after submittal to the City of Leander.

E. TCEQ STORMWATER POLLUTION PREVENTION PLAN

For limits of construction areas 1.0 acres or greater, the Texas Commission on Environmental Quality (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) program implements the federal National Pollutant Discharge Elimination System (NPDES) program in the State of Texas. On March 5, 2003, the Texas Commission on Environmental Quality became the permitting authority for these discharges.

Since the limits of construction of this project is greater than one (1) acre, a Stormwater Pollution Prevention Plan is required. Below is the associated scope we will perform:

1. Prepare the SWPPP Report including the Notice of Intent required by the Texas Pollutant Discharge Elimination System permit.
2. Provide the SWPPP Report to the contractor for review/signature.
3. This is a compliance document, which both you and the contractor are required by federal and state laws to follow. The report will include the Erosion and Sedimentation Control Plans that are part of the Construction Documents as an exhibit. The compliance report document will be submitted along with the plans to the city for review.
4. The contractor must prominently display the Notice of Intent and other Texas Commission on Environmental Quality required notices, phone numbers, etc., at the job site. The contractor must also have the Plan available for review at the construction trailer. The contractor must follow the plan and make the various submittals directly to the Texas Commission on Environmental Quality.

5. The contractor or operator will be required to perform the routine inspections of controls as required by the permit and file the Notice of Termination (NOT) upon completion of construction activities.

F. ENVIRONMENTAL VARIANCE

In the event the City of Leander requires a variance for the proposed water main routing, we will attend public hearing meetings to answer any questions the Environmental and Land Use Commission staff may have.

G. TRAFFIC CONTROL PLAN

The City of Leander and TxDOT will require that a traffic control plan signed and sealed by a Professional Engineer licensed in the State of Texas be submitted for all improvements constructed in the right-of-way that affect the normal flow of traffic. The services associated with this item are as follows:

1. Meet with the City of Leander to discuss the proposed construction area and review the preliminary design for potential issues.
2. Prepare a traffic control plan meeting the City of Leander design criteria for the proposed work adjacent to and/or in the Ridgmar Road and RM 2243 right-of-way.
3. Traffic control plans will be included with the 60% Design Documents that will be submitted to the City of Leander for review.
4. Address comments provided by the City of Leander.
5. Coordinate with the City of Leander and TxDOT to pursue approval of the traffic control plan.
6. Traffic Control plan will also be submitted to TxDOT. We will address any comments that they provide. Please note this scope/fee will be covered through the TxDOT Utility Permit Phase.

H. TxDOT UTILITY PERMIT

A TxDOT Utility Permit is required for construction of utility improvements within TxDOT right-of-way (ROW). Since RM 2243 is a TxDOT roadway, a TxDOT Utility Permit will be required. We will perform the following:

1. Utilizing the utility plan and traffic control plan prepared above, we will prepare the drawings required for the TxDOT Utility Permit application.
2. Prepare a TxDOT utility permit application including applicable requirements and supporting documentation for the permit application submittal.

3. City will submit the utility permit application to TxDOT through their UIR Portal.
4. Address any comments provided by TxDOT.
5. All coordination with TxDOT will be through the City of Leander.

I. EASEMENT COORDINATION

The project will require the preparation of water line and construction easements to be dedicated by a separate instrument which include fieldnotes sealed by a Registered Professional Land Surveyor. We will assist our surveyor with the easement coordination as follows:

1. Provide the surveyor with exhibit(s) and accompanying AutoCAD files for proposed easements for the wastewater lines. We have assumed up to two (2) easements will be required.
2. Easement negotiation will be conducted by a City of Leander Representative.
3. The City of Leander Secretary's office will be responsible for having easements recorded with the County.

J. UTILITY COORDINATION

The project will require discussions/coordination with existing electric/telecom providers that the SUE subconsultant discovers as part of their effort. We will reach out to them to discuss clearance requirements and obtain as-built record information and review to determine horizontal and vertical alignments for water main route.

K. CLIENT MEETINGS

1. Depending on your needs and nature of the project, the amount of project meeting time can vary drastically. We have assumed time for a nominal number of virtual meetings based upon our prior experience with similar projects.

We have budgeted one (1) project meeting two (2) hours in length every other week, for an eight (8) month design and approval time period, for a total of approximately four (4) hours.

L. CONSTRUCTION ADMINISTRATION SERVICES

1. Attend the pre-bid meeting.
2. Assist in answering Contractor questions during the bidding process.

3. Once the construction bids have been submitted, assist in analyzing the civil items and make recommendations accordingly.
4. Attend the pre-construction conference.
5. Review material submittals from the contractor for civil related items.
6. Respond to contractor Requests for Information (RFI's). We have assumed two (2) RFI's will require our input as average for a project of this size and type. We anticipate the RFIs to be the result of contractor's request for a substitution or modification to plans, contractor's clarification or needing additional information, or for a revision to the plans due to water line being in conflict with an existing unknown obstruction such as an abandoned facility not part of any record information.
7. Provide one, bi-weekly on-site construction observation for a total of two (3) hours per trip. Based on past experience, not considering rain delays, the water line work will take a total of 2 weeks (assuming clay conditions) to complete. We have budgeted for this scope a total of 17 hours. If there are existing rock conditions, the estimated construction time will have to be revisited.
8. Once the construction has been substantially completed, perform an observation, and provide the contractor with a punch list for the project. Once the project has been completed, make a final site observation, and provide a letter of concurrence to the owner.
9. Prepare final As-built Record drawings based on changes made during construction that we were aware of and any drawings indicating minor field changes provided to us by the contractor. In general, any minor changes to the construction drawings resulting from RFI's during construction will be addressed as the RFI responses are provided. However, any changes, bid alternates, or other items requested by the owner during construction resulting in more than 1-hour of time to address construction drawing revisions are not included and will be considered an additional service to update our drawings for As-Built purposes. Any record plan changes that are due to design errors will not be billed to the owner.

II. SUBCONSULTANTS – BASIC SERVICES

The nature of this project requires professional services from several sub-consultants. While we will coordinate with all the design team consultants, we have included the following sub-consultants under our contract in order to simplify the design process. Their fees are included in this proposal.

A. SURVEYING

Development of this project requires accurate surveys of a variety of items including Boundary, Topographic and Trees, and Title.

1. Topographic and Tree

- a. Prepare a topographic survey, which will be used to complete the design of the water mains. The topographic survey will be based on an on-the-ground survey and will be produced at a one-foot intervals. Initial topo, based on LIDAR survey, will be provided by the City for initial water line design.
- b. Prepare a tree survey, which will be used to complete the design of the water main plans. The tree survey will be based on an on-the-ground survey.

2. Boundary

- a. Perform an on-the-ground boundary survey for the water main route. This survey will be conducted in accordance with the standards and conditions set forth for a Category 1B, Condition II, Standard Land Survey in the State of Texas prepared by the Texas Society of Professional Surveyors, 2006 revised eleventh edition.

3. Easement Preparation

Metes and bounds will be provided for up to a total of one (1) easement and one (1) construction easement. Our surveyor will address any comments City Legal staff may have.

B. SUE SURVEYING

Development of this project will require SUE survey information for utility connections or critical crossing points. Sue consultant will perform SUE in accordance with ASCE CI/ASCE 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. Quality Level A and Quality Level B services will be provided. Up to two (2) test holes were included in the subconsultant fees. Test holes beyond that number will be additional services.

C. GEOTECHNICAL ENGINEERING

Provide geotechnical engineering report that provides subsurface conditions and develop construction guidelines for the water main route.

D. RIGHT OF ENTRY LETTERS

Provide notice of survey and secure right of entries for survey, Geotech, and SUE services.

III. REIMBURSABLES

Reimbursable expenses will be provided on a cost basis in addition to compensation for Basic Services. Reimbursable expenses will include actual reasonable and necessary expenditures made by our employees or professional consultants in the interest of and required by the project for the following:

1. Expense of transportation at economy rates or IRS mileage rates for vehicular travel and any associated lodging required (based on moderate rates) for travel outside of Austin when traveling in connection with the Project.
2. Long distant telephone calls or conference calls, or associated conferencing or web meeting services, if required.
3. Fees for permitting or securing approval of authorities having jurisdiction over the project.
4. Expense of plots or reproduction of drawings except for copies made for our internal use.
5. Delivery service fees or postage and handling for drawings and specifications.

Reproduction expenses will be provided for this project on a cost-plus 10%. In addition, minor out-of-pocket expenses for courier and minor review agency fees, etc., will be incurred.

IV. ASSUMPTIONS – BASIC SERVICES

In preparing this proposal, we have made the following assumptions:

General

- The project design will be developed in three (3) phases: Preliminary 30% Design, 60%-90% Design Coordination and Development, and Construction Documents.
- The duration of the project design and permitting phase is approximately eight (8) months. Significant delays in the schedule or extensions to this design phase duration may result in significant additional design and coordination efforts. Any additional efforts associated with such delays such as additional regular team meetings, design review meetings, coordination, design changes, etc. will be considered an additional service. Additional time due to deficiencies on the part of the designer or design team will not be billed as an additional service.
- The project will be required to be prepared in Autodesk Civil3D. The existing and proposed topography and water main will be modeled in 3D.
- There may be variances, waivers, or other items that require City of Leander public hearings.
- The project will be developed as a single phase.

Survey

- All surveying services needed for the project will be performed by our surveyor.
- The required survey information will be provided to us in AutoCAD format on the Texas State Plane Coordinate System and will include an accurate depiction of all existing conditions including but not limited to boundary, topography, trees, utilities (with flowline information), easements, existing improvements, etc. A 3d TIN of the topography will be provided if the project is to be modeled in Civil 3D.
- A title survey or verification of no title restrictions (easements, restrictive covenants, etc.) including a copy of the title commitment and copies of all Schedule A and B items relative to the subject tract will be provided to us by the owner.
- No platting will be required for the development of this project.

Drainage

- An off-site drainage analysis will not be required for this project since we do not anticipate any proposed floodplain encroachments that will reduce the capacity of an existing 100-year City of Leander and/or FEMA floodplain.

Ponds

- Since there are no existing ponds along the proposed utility route, no modifications to an existing detention and/or water quality pond will be required for this project.

Floodplain

- There are FEMA floodplains or associated waterway buffers or setbacks associated with the proposed water main route.
- An off-site drainage analysis will not be required to delineate the existing floodplain or associated waterway buffers or setbacks for this project.
- Water main route is proposed within the floodplain or floodplain setback.
- Floodplain modifications and / or FEMA map revisions will not be required.

Utilities

- There will not be any major utility relocations required due to the placement of the water main route.

License and/or Encroachment Agreements

- A license agreement will not be required for the water main route.

Structural Engineer

- We have assumed Structural Engineering services will not be required for this project.

Geotechnical Engineer

- The geotechnical engineer will provide soil conditions as well as construction guidelines.

Environmental

- Environmental consultant will be providing information on the cemetery, floodplain crossings etc.

Traffic Control Plan

- We will prepare the traffic control plan based on the construction zone and obtain City of Leander and TxDOT approval.

TxDOT Permitting

- A TxDOT Utility Permit will be required for the crossing of RM 2243 and Ronald Reagan Blvd.

V. EXCLUSIONS / ADDITIONAL SERVICES

The following items are excluded from this proposal but can be provided as an additional service:

- Water Modelling for water main improvements.
- Bidding and Award Services
- Subdivision Platting, Plat Vacations, Amended Plats, or any plat related services.
- Preparation of letters of certification, assignment of engineering agreements, waiver of lien or other rights granted by law, etc. or other services associated with addressing lender assignment of professional services agreements, certifications, and other lender-generated requirements.
- Preparation of separate written specifications.
- Design or coordination of off-site improvements including roadways, drainage improvements, or utility improvements.
- Regular or scheduled project or team meetings other than specifically described in the scope above or required for general design coordination.
- Preparation of a floodplain study or detailed drainage study to analyze the existing creek crossings or offsite drainage involving hydrologic or hydraulic models or analyses and any associated surveying of waterway cross sections, fieldnotes and easements.
- Federal Emergency Management Agency (FEMA) Map Revision, Amendment, or other similar or associated permits.
- Design or coordination of relocated franchise utility services for electricity, gas, cable, telephone, etc.

- Required routine inspections of temporary erosion controls throughout the construction phase of the project as required by the SWPPP.
- Preparation, submittal, coordination, and approval of any or all license or encroachment agreement applications.
- Preparation, submittal, coordination, and approval of an application to the City of Leander Utility Location Coordination Committee.

VI. FEE SCHEDULE

We propose to provide the specific services described above on a time and materials not to exceed fee basis as follows:

	ITEM	FEE BASIS	BUDGET		PHASE
I.	GARZA EMC SERVICES				
A.	Preliminary Design (30%)	T&M NTE	\$	2,060	.110
B.	Design Coordination and Development (60%-90%)	T&M NTE	\$	3,480	.120
C.	Construction Documents	T&M NTE	\$	2,190	.130
D.	Floodplain Development Permitting (City Permit)	T&M NTE	\$	4,725	.140
E.	TCEQ SWPPP	T&M	\$	840	.150
F.	Environmental Variance	T&M NTE	\$	1,080	.160
G.	Traffic Control Plan	T&M NTE	\$	970	.170
H.	TxDOT Utility Permit	T&M NTE	\$	580	.180
I.	Easement Coordination (Up to 2 @ \$1,200)	T&M NTE	\$	2,440	.190
J.	Utility Coordination	T&M NTE	\$	770	.200
K.	Client Meetings	T&M NTE	\$	640	.210
L.	Construction Administration Services	T&M NTE	\$	2,390	.220
	GARZA EMC SERVICES SUBTOTAL		\$	22,165	
II.	SUBCONSULTANT SERVICES				
A.	Surveying (4Ward Land Surveying)	T&M NTE	\$	4,000	.300
B.	SUE Surveying (The Rios Group)	T&M NTE	\$	4,742.59	.310
C.	Geotechnical Engineering (Raba Kistner)	T&M NTE	\$	7,300	.320
D.	Right of Way Services	T&M NTE	\$	21,012.60	.330
E.	Garza EMC Subconsultant Management Fee	T&M NTE	\$	3,705.52	.340
	SUBCONSULTANT SERVICES SUBTOTAL		\$	40,760.71	
IV.	REIMBURSABLES				

	ITEM	FEE BASIS	BUDGET		PHASE
		Cost+10%	\$		
	CIVIL TOTAL		\$	62,925.71	

Please note that the above fees are based on a smooth project implementation and have assumed no major changes to the approved site plan. Fees shown for the hourly basis elements are for budgeting purposes only and invoices will reflect the actual time and material costs incurred. Work provided outside the above scope of services will be billed as an additional service at our standard hourly rates. The above scope does not include and City, County, State or Federal regulatory fees for applications, permit, approval, Fiscal, etc. or any related fees. These fees will be the responsibility of the owner.

TASK ORDER AMENDMENT FOR PROFESSIONAL SERVICES

TASK ORDER AMENDMENT NO. 1 TO TASK ORDER NO. GEMC-1

This will constitute authorization by the City of Leander, Texas (Owner), for Garza EMC (Engineer), to proceed with the following described engineering services.

CITY OF LEANDER RM 2243 16" Water Main

A. AMENDMENT DESCRIPTION

Additional services will consist of extending an existing 8-inch water line in Ridgmar Road to connect to the new 16-inch water main on RM 2243. Approximate length of extension is 1000 LF.

B. SCOPE OF SERVICES

Garza EMC will provide design services as described in the attached Scope of Services.

C. DELIVERABLES

Garza EMC will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for Amendment No. 1 to the RM 2243 16" WATER MAIN shall be based on a time & materials not-to-exceed amount of \$62,925.71. 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.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. Additional scope to add three (3) months to the initial design phase schedule.

Garza EMC will begin work as soon as authorized and as services are requested. Design and construction phase services are anticipated to be completed within 21 months after notice to proceed.

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title _____

Attest _____

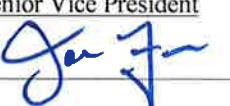
Date _____

ACCEPTED:

GARZA EMC

By:  _____

Title: Senior Vice President

Attest:  _____

Date: 04/20/2022

TASK ORDER GEMC-1
TASK ORDER FOR PROFESSIONAL SERVICES

This will constitute authorization by the City of Leander, Texas (Owner), for GarzaEMC (Engineer), to proceed with the following described engineering services.

RM 2243 16" Water Main

A. PROJECT DESCRIPTION

Project will consist of a 16" water main approximately 11,000 LF in length along the north side of RM 2243 starting west of HWY 183A and terminating east of Ronald Regan Boulevard.

B. SCOPE OF SERVICES

GarzaEMC will provide design, permitting, and construction services as described in the attached Scope of Services.

C. DELIVERABLES

GarzaEMC will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for the RM 2243 16" WATER MAIN shall be based on a time and materials not-to-exceed fee of \$564,137.68. 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.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. Design phase AND Permitting Phase are anticipated to take approximately 8 months.

GarzaEMC will begin work as soon as authorized and as services are requested. Design, Permitting, and Construction phase services are anticipated to be completed within 14 months after notice to proceed.

APPROVED:

CITY OF LEANDER, TEXAS

By

Title

City Manager

Attest

Date

ACCEPTED:

GarzaEMC

By

Title

Senior Vice President

Attest

Date

11/8/2021



EXECUTIVE SUMMARY
07/21/2022

AGENDA SUBJECT:

Discuss and consider moving the October 6, 2022 regular meeting due to the Texas Municipal League Annual Conference.

BACKGROUND:

The TML Annual Conference is being held in San Antonio on October 5 through October 7, 2022. We currently have a quorum of the City Council attending the conference therefore, the October 6, 2022 regular meeting needs to be moved to another night. The Charter requires for two regular meetings to be held a month.

PRESENTER:

Dara Crabtree, City Secretary
