



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - June 2, 2022
Regular Meeting at 7:00 PM



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>.

REGULAR MEETING – CONVENE AT 7:00 PM

1. Open Meeting, Invocation and Pledges of Allegiance.
2. Roll Call.
3. 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.]

4. Recognitions/Proclamations/Visitors.
 - Dumpster Painting Earth Day 2022
5. Staff Reports
 - Public Works Update
6. Board Reports
 - BCRUA update

CONSENT AGENDA: ACTION

7. Approval of the minutes for meetings held on May 16, 2022 and May 19, 2022.
8. Approval of amending the parking and street closures for Liberty Fest 2022.
9. Approval of adding Emancipation Day, June 19th, to the personnel policy list of holidays.

10. Approval of a license to use right of way (rail) between Capital Metropolitan Transportation Authority (Licensor) and City of Leander (Licensee).
11. Approval of an interlocal agreement between the Texas Department of Information Resources and the City of Leander to allow the City to purchase information security response services as needed utilizing state negotiated pricing; and authorize the City Manager to execute any and all necessary documents.
12. Approval of one (1) year renewal with Core & Main for annual supply of water meters; and authorize the City Manager to execute any and all necessary documents.
13. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) between the hours of 8:00 p.m. and 6:00 a.m. for construction work to Lone Star Paving to perform roadway rehabilitation work on Sonny Drive from US 183 to S. West Drive as a part of the Roadway Rehabilitation FY 2022 Project.
14. Acceptance of public infrastructure improvements for traffic signal improvements of Bar W Marketplace at Kauffman Loop and Ronald W. Reagan Boulevard and for subdivision public infrastructure at Rosenbusch Ranch Phase 1.
15. Approval of purchase of one (1) skid steer from Ewald Kubota, Inc. in the amount of \$70,329.69 utilizing the Sourcewell Co-Op Contract; and authorize the City Manager to execute any and all necessary documents.
16. Approval of purchase of one (1) sewer jet camera truck from Cavender Grande Ford in the amount of \$286,616.00; and authorize the City Manager to execute any and all necessary documents.
17. Approval of Development Agreement Case 22-DA-006 regarding the QuikTrip #4165 Development on one (1) parcel of land approximately 2.134 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R080605; and generally located to the southeast of the intersection E. Crystal Falls Parkway and 183A Toll Road, Leander, Williamson County, Texas.
18. Approval of Development Agreement Case 22-DA-010 regarding the Glenwood Apartments Development on one (1) parcel of land approximately 4.88 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R314038; and located at 2804 Bagdad Road, Leander, Williamson County, Texas.
19. Approval of the Second Reading of an Ordinance regarding Zoning Case 22-Z-008 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) to adopt the 50 High Gabriel Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial) on one (1) parcel of land approximately 2.3 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032240; and more commonly known as 50 High Gabriel East, Leander, Williamson County, Texas.
20. Approval of the Second Reading of an Ordinance regarding Zoning Case 22-Z-010 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to HC-4-D (Heavy Commercial) on one (1) parcel of land approximately 7 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R620745; and approximately 1,200 feet south of the intersection of CR 269 and Hero Way on the south side of Hero Way, Leander, Williamson County, Texas.

21. Approval of the Second Reading of an Ordinance Zoning Case 22-Z-013 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 805 S. Bagdad PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one (1) parcel of land approximately 2.26 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R035153; and legally described as Lots 2 & 3, Block B of the Falcon Oaks Sec 1 Subdivision, Leander, Williamson County, Texas.
22. Approval of a Resolution accepting the petition for 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 Boulevard and Gabriels Horn Road, Leander, Williamson County, Texas.
23. Approval of a Resolution accepting the petition for 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.
24. Approval of a Resolution accepting the petition for the Sullivan Tract Annexation Case 21-A-007 regarding the voluntary annexation of 308 acres $\pm$ 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.

PUBLIC HEARING: ACTION

25. Conduct a Public Hearing and consider action regarding Zoning Case 21-Z-036 to amend the current Knight PUD (Planned Unit Development) with the base zoning districts GC-3-A (General Commercial) and MF-2-A (Multi-Family) on one (1) parcel of land approximately 9.938 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R583665; and generally located to the south of the intersection of US 183 and County Glen Drive, to the west of the railroad tracks, and north of the southern City Limits, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 21-Z-036 as described above.

REGULAR AGENDA

26. Discuss and consider action on the Hawkes Landing North Development Agreement Case 22-DA-001, a Wastewater Encroachment Agreement, and a License Agreement on a portion of a parcel of land approximately 66.17 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031685; and to the southwest of the intersection of Bagdad Road and Halsey Drive, on the south side of Bagdad Road; Leander, Williamson County, Texas.
27. Council Member Closing Statements.
28. 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 27 day of May 2022 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

A handwritten signature in cursive script that reads "Dara Crabtree". The signature is written in black ink and is positioned above a horizontal line.

Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
06/02/2022

AGENDA SUBJECT:

Approval of the minutes for meetings held on May 16, 2022 and May 19, 2022.

BACKGROUND:

Attached are the minutes for the meetings held on May 16, 2022 and May 19, 2022.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Draft Minutes 05.16.2022
2. Draft Minutes 05.19.2022



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Monday - May 16, 2022 at 2:30 PM



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-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

1. Opened meeting at 2:31 p.m. and confirmed a quorum was present.
2. Canvass the results of the General Election held on May 7, 2022, to duly elect a Councilmember Place 1, Councilmember Place 3 and Councilmember Place 5.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Becki Ross to accept the canvass of the General Election held on May 7, 2022 to duly elect a Councilmember Place 1, Councilmember Place 3 and Councilmember Place 5.

Vote: 2 - 0

3. Canvass the results of the Special Election held on May 7, 2022, to consider Proposition A Capital Metropolitan Authority continuation and Proposition B General Sales Tax Revenue.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Becki Ross to accept the canvass of the Special Election held on May 7, 2022 to consider Proposition A, Capital Metropolitan Transportation Authority continuation and Proposition B, General Sales Tax Revenue.

Vote: 2 - 0

4. Canvass the results of the Special Election held on May 7, 2022, to consider amendments to the City of Leander Home Rule Charter.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Becki Ross to accept the canvass of the Special Election held on May 7, 2022 to consider City of Leander Home Rule Charter amendments.

Vote: 2 - 0

5. Adjourned at 2:38 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - May 19, 2022



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-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 5:30 PM

1. Opened meeting at 5:32 p.m.
2. Roll Call reflected all present.
3. The Strategic Plan Update was provided by Ron Cox with Ron Cox Consulting. Discussion included: governance; vision; mission; mission statement; strategic focus areas: safety; communication, infrastructure, land use and zoning, economic development, diversity; sense of place; organizational development and implementation plan.
4. Convene into Executive Session at 6:09 p.m. pursuant to:
 - (1) Section 551.072, to deliberate the acquisition of property located in Talbot Chambers Survey Abstract No. 125 for the purpose of a temporary access easement along with a work and construction easement for the San Gabriel Elevated Storage Tank (CIP W.41); and
 - (2) Section 551.071, Texas Government Code, and Rule 1.05, Texas Rules of Professional Conduct, to consult with legal counsel regarding enforcement of the City of Leander Home Rule Charter.

Reconvene into open session at 7:01 p.m. to take action as deemed appropriate in the City Council's discretion regarding:

- (1) Temporary access easement along with a work and construction easement for the San Gabriel Elevated Storage Tank (CIP W.41); and
- (2) Enforcement of the City of Leander Home Rule Charter.

Motion by Councilmember Becki Ross, Seconded by Councilmember Chris Czernek to approve (Item 1) the agreement for acquisition of property located in Talbot Chambers Survey Abstract 125 for the purpose of a temporary access easement along with a work and construction easement for the San Gabriel Elevated Storage Tank (CIP W.41); and authorize the city manager to execute any necessary documents as discussed in executive session.

Vote: 7 - 0

Motion by Councilmember Becki Ross, Seconded by Councilmember Chris Czernek to establish a subcommittee of the City Council to create rules regarding enforcement of the City Home Rule Charter.

Vote: 7 - 0

The briefing workshop adjourned at 7:02 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

5. Opened meeting at 7:02 p.m. , Invocation was provided by Pastor Paul Wang with Rock Chinese Church and Leander Police Department presented the Colors and led the Pledges of Allegiance.

6. Roll Call reflected all present.

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

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

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

Rachel Montemayor, 405 Pecan Bayou Court - commented on passing of Proposition A; spouse visually impaired; need for public transportation; and knew it would pass.

8. Recognitions/Proclamations/Visitors.
 - Oath of Office re-elected Councilmember Place 1
 - Police Appreciation Week (May 15-21)
 - Military Appreciation Month (May)
 - Motorcycle Safety Week (May)
9. Leander History - Historic Preservation Commission Vice-Chair Kat Howell spoke on San Jacinto Day.
10. Staff Reports
 - Public Works Update

CONSENT AGENDA: ACTION

Motion by Councilmember Esme Mattke Longoria, Seconded by Councilmember Becki Ross to approve the consent agenda items 11 through 19.

Vote: 7 - 0

11. Approval of the minutes for meeting held on May 5, 2022

12. Approval of an Ordinance ordering and establishing procedures, and setting the date for a runoff election for Councilmember Place 3 and Councilmember Place 5 races; providing for the approval of election judges and voting clerks; and providing for related matters.

Aprobación una Ordenanza que ordena y establece procedimientos, y fija la fecha para una elección de desempate para las carreras Concejal Lugar 3 y Concejal Lugar 5; disponer la aprobación de jueces electorales y secretarios electorales; y la provisión de asuntos relacionados.
13. Approval of an Ordinance establishing a City of Leander Information Technology and Acceptable Use Policy to protect City technology resources; and provide for all related matters.
14. Acceptance of the Quarterly Investment Report for the period ending March 31, 2022.
15. Approval of Amendment No. 3 to Agreement for Professional Services with BGE, Inc., for engineering support services in the amount of \$95,500.00; and authorize the City Manager to negotiate and execute any and all necessary documents.
16. Approval of an extension of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) approved by the City Council on April 7, 2022, for Lay Construction to provide for remaining concrete pours for the parking lot at the Dairy Queen project site located on Metro Drive for May 20 through June 30; and requiring Lay Construction to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.
17. Approval of Change Order No. 2 for the San Gabriel East Pump Station Project (CIP W.21) for changes, additions, and omissions during the construction; and authorize the City Manager to execute any and all necessary documents.
18. Acceptance of Cookie Hotels, Inc. (Holiday Inn Express & Suites Leander) annual budget submission as required in the Chapter 380 Grant Agreement by and between the City of Leander and Cookie Hotels, Inc.
19. Approval of Second Reading of an Ordinance regarding Zoning Case 22-Z-006 to amend the current zoning of SFU/MH-2-B (Single-Family Urban/Manufactured Home) to LC-2-C (Local Commercial) on one (1) parcel of land approximately 0.487 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R035493; and addressed at 607 Crystal Falls Parkway, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

20. Mayor Christine opened a Public Hearing at 8:15 p.m. regarding Zoning Case 22-Z-013 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 805 S. Bagdad Minor PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one (1) parcel of land approximately 2.26 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R035153; and legally described as Lots 2 & 3, Block B of the Falcon Oaks Sec 1 Subdivision, Leander, Williamson County, Texas. No one spoke in opposition of the request. The following submitted via with the website a position of in favor: Kenneth Solt, 606 Apache Trail; Alexander Djukic, 1324 Alpine Mountain Drive; Joi Anne Solt, 606 Apache Trail; Elizabeth Gage, 1205 Nightshade Lane; Francheskia Bowers, 1680 Hero Way, Apt. 1103; Wendy Ridgeway, 260 S. Brook Drive, Apt. 1235; Katie Stevens, 408 Olmos Drive; Cierra Johnson, 1680 Hero Way, Apt. 1206; Santini Pecaoco, 1440 Macfarland Street; Zachary Watts, 1207 Nightshade

Lane. The Public Hearing closed at 8:16 p.m.

- Discuss and consider action regarding Zoning Case 22-Z-013 as described above.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Becki Ross to approve Zoning Case 22-Z-013 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 805 S. Bagdad Minor PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one (1) parcel of land approximately 2.26 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R035153; and legally described as Lots 2 & 3, Block B of the Falcon Oaks Sec 1 Subdivision, Leander, Williamson County, Texas.

Vote: 7 - 0

21. Mayor Christine opened a Public Hearing at 8:18 p.m. regarding Comprehensive Plan Amendment Case 22-CPA-002 to amend the Transportation Master Plan to reclassify Live Oak Road from a Residential Collector to Residential Street generally located west of Live Oak Road and the future extension of Lakeline Boulevard, Leander, Williamson and Travis Counties, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 8:18 p.m.

- Discuss and consider action regarding Comprehensive Plan Amendment Case 22-CPA-002 as described above.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalion-Parker to approve Comprehensive Plan Amendment Case 22-CPA-002 to amend the Transportation Master Plan to reclassify Live Oak Road from a Residential Collector to Residential Street generally located west of Live Oak Road and the future extension of Lakeline Boulevard, Leander, Williamson and Travis Counties, Texas.

Vote: 7 - 0

22. Mayor Christine opened a Public Hearing at 8:20 p.m. regarding Zoning Case 22-Z-008 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial) on one (1) parcel of land approximately 2.3 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032240; and more commonly known as 50 High Gabriel East, Leander, Williamson County, Texas. no one spoke in favor or opposition of the request. The Public Hearing closed at 8:20 p.m.

- Discuss and consider action regarding Zoning Case 22-Z-008 as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Matthe Longoria to approve Zoning Case 22-Z-008 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial) on one (1) parcel of land approximately 2.3 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032240; and more commonly known as 50 High Gabriel East, Leander, Williamson County, Texas, with Planning & Zoning recommendations.

Vote: 7 - 0

23. Mayor Christine opened a Public Hearing at 8:22 p.m. regarding Zoning Case 22-Z-010 to amend the current zoning of Interim SFR-221-B (Single-Family Rural) to HC-4-D (Heavy Commercial) on one (1) parcel of land approximately 7 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R620745; and approximately twelve hundred (1,200') feet south of the intersection of CR 269 and Hero Way on the south side of Hero Way, Leander, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 8:22 p.m.

- Discuss and consider action regarding Zoning Case 22-Z-010 as described above.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalion-Parker to approve Zoning Case 22-Z-010 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to HC-4-D (Heavy Commercial) on one (1) parcel of land approximately 7 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R620745; and approximately twelve hundred (1,200') feet south of the intersection of CR 269 and Hero Way on the south side of Hero Way, Leander, Williamson County, Texas.

Vote: 7 - 0

24. Mayor Christine opened a Public Hearing at 8:23 p.m. regarding Subdivision Case 22-CP-002 to adopt the Crystal Mesa 2 Concept Plan on three (3) parcels of land approximately 10.33 acres ± in size, more particularly described by Travis Central Appraisal District Parcels 354047, 354048, 354050; generally located at the southwest of CR 290 and High Lonesome, Leander, Travis County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 8:23 p.m.

- Discuss and consider action regarding Subdivision Case 22-CP-002 as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Chris Czernek to approve Subdivision Case 22-CP-002 to adopt the Crystal Mesa 2 Concept Plan on three (3) parcels of land approximately 10.33 acres ± in size, more particularly described by Travis Central Appraisal District Parcels 354047, 354048, 354050; generally located at the southwest of CR 290 and High Lonesome, Leander, Travis County, Texas, following a discussion.

Vote: 7 - 0

REGULAR AGENDA

25. Discuss and consider action on a Resolution supporting proposed projects for fiscal year 2022 in accordance with the interlocal agreement between Capital Metro and the City of Leander, and providing for related matters.

Motion by Councilmember Becki Ross, Seconded by Councilmember Esme Mattke Longoria to approve a Resolution supporting proposed projects for fiscal year 2022 in accordance with the interlocal agreement between Capital Metro and the City of Leander, and providing for related matters, following a discussion.

Vote: 7 - 0

26. Discuss and consider action on appointments to the Old Town Master Plan Advisory Committee.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Chris Czernek to appoint Angel Maxwell, Anja Schaefer, Bridget Brandt, Cecelia Forney, Danny Parrott, Iris Davis, Jeanie Snyder, Jim Bechtol, Joel Price, Mark Kronkosky, Steve Brown, Taulant Krasniqi, Will Davies, William Shea, Willie Kopecky, Jr., James Oliver, EDC representative, Kat Howell, HPC representative and Steve Hanes, Parks Advisory Committee representative.

Vote: 6 - 1

NAY: Councilmember Jason Shaw

27. Discuss and consider action on the Second Reading of an Ordinance regarding Special Use Case 22-SU-001 to allow for the temporary residential use of a travel trailer or recreational vehicle for use by an ill, convalescent or otherwise disabled friend or relative needing care from the occupant of the primary residence, or a friend or relative providing necessary care for an ill, convalescent or otherwise disabled occupant; on one parcel of land approximately 0.3856 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R036092; and more commonly known as 107 Bagdad Street, Leander, Williamson County, Texas.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Esme Mattke Longoria to approve the Second Reading of an Ordinance regarding Special Use Case 22-SU-001 to allow for the temporary residential use of a travel trailer or recreational vehicle for use by an ill, convalescent or otherwise disabled friend or relative needing care from the occupant of the primary residence, or a friend or relative providing necessary care for an ill, convalescent or otherwise disabled occupant; on one parcel of land approximately 0.3856 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R036092; and more commonly known as 107 Bagdad Street, Leander, Williamson County, Texas.

Vote: 3 - 4

AYE: Mayor Christine DeLisle
Councilmember Kathryn Pantalion-Parker
Councilmember Esme Mattke Longoria

28. Discuss and consider action on approval of award of contract by BCRUA for Phase 2 Raw Water Delivery System Construction Contract to Thalle/SAK Joint Venture in the amount of \$224,786,835.00 for a total base proposal of \$215,499,610.00; additive alternatives amount of \$1,430,225.00; and alternative proposal amount of \$7,857,000.00; and authorize the BCRUA Board President to execute the contract on behalf of City of Leander.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Na'Cole Thompson to approve award of contract by BCRUA for Phase 2 Raw Water Delivery System Construction Contract to Thalle/SAK Joint Venture in the amount of \$224,786,835.00 for a total base proposal of \$215,499,610.00; additive alternatives amount of \$1,430,225.00; and alternative proposal amount of \$7,857,000.00; and authorize the BCRUA Board President to execute the contract on behalf of City of Leander.

Vote: 7 - 0

29. Discuss and consider a Resolution calling for a Public Hearing on the Assumptions and Capital Improvements Plan relating to possible adoption of Roadway Impact Fees for the July 7, 2022 Council meeting.

Motion by Councilmember Becki Ross, Seconded by Councilmember Na'Cole Thompson to approve a Resolution calling for a Public Hearing on the Assumptions and Capital Improvements Plan relating to possible adoption of Roadway Impact Fees for the July 7, 2022 Council meeting.

Vote: 7 - 0

30. Council Member Closing Statements.

Kathryn Pantalion-Parker - commented on San Jacinto Day; and thanked everyone for the opportunity to serve again.

Esme Mattke Longoria - commented on May was Asian American, Pacific Island and Jewish Heritage Month.

Na'Cole Thompson - congratulated all the graduates.

Christine DeLisle - stated Randalls provided dinner tonight; reminded everyone to shop locally and extended congratulations to the graduates and appreciation to all the parents.

31. Adjourned at 9:00 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
06/02/2022

AGENDA SUBJECT:

Approval of amending the parking and street closures for Liberty Fest 2022.

BACKGROUND:

Liberty Fest will be held on July 4, 2022. The event will take place within Lakewood Park at 2040 Artesian Springs Crossing. Parking for the event will be located at Rouse High School, Wiley Middle School, Akin Elementary, and Stiles Middle School. On-site parking will be available to staff, sponsors, band crew members, and VIP. The event site will open at 3:00 p.m. with busses beginning to run at 2:30 p.m. The event will be completed at 10:00 p.m.

Staff proposes the following road closures:

1. Crystal Falls Parkway from Raider Way to Ridgmar Road blocking all non-event traffic eastbound and westbound
2. Artesian Springs Crossing blocking entrance to all non-event traffic (busses) and prohibiting parking along the sides of the road
3. Raider Way southbound from Crystal Falls Parkway to Woodview Drive
4. Raider Way northbound from Crystal Falls Parkway to Woodview Drive to be used by event traffic only
5. Sandbur Lane, as a southbound lane only for entrance into the Akin and Stiles parking lots
6. Barley Road, as an eastbound lane only for route through Akin and Stiles parking lots
7. Bull Nettle Drive as a northbound lane, only for exit from Akin and Stiles parking lots
8. Northbound 183A Toll Road frontage lane closure from north of Park at Crystal Falls Parkway to Woodview Drive
9. Yaupon Grove Lane and Raider Way
10. No parking on Cactus Mound cul de sac at event's walk in entrance #2

RECOMMENDATION:

Staff respectfully requests Council approval of the road closures as outlined and reviewed by the Parks, Public Works, Police, and Fire Departments for Liberty Fest 2022.

PRESENTER:

Leah Anderson, Parks & Recreation Manager

Attachments

1. Site Plan and Maps

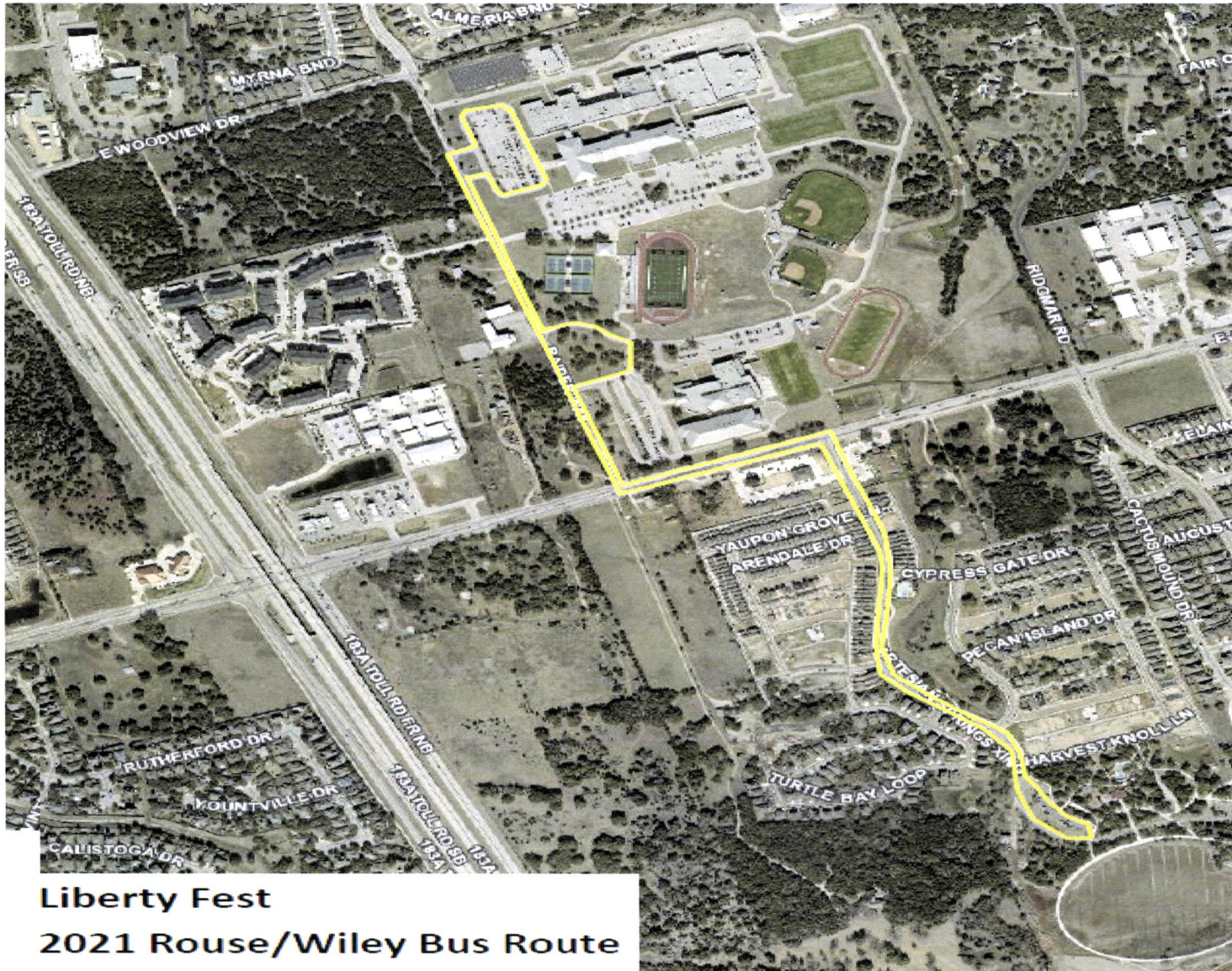
Site Map



Event timeline

- Lane closures for event begin at 2:30pm and are in place by 3pm.
- Gates open at 3:00pm
- Band #1 at 3:30pm- 4:30pm
- Band #2 at 5:00pm – 6:00pm
- Band #3 at 6:30pm – 8:00pm
- Band #4 at 8:30pm – 9:30pm
- Fireworks at 9:30pm-10:00pm
- Band #4 encore at 10:00pm – 10:30pm
- Clearance and Termination of lane closures to begin at around 11pm, or sooner if no longer necessary or may start later if still necessary (this will begin on direction given from Command):
 - All traffic control devices moved to the side of the road for easy pick up.
 - Message boards turned off.
 - Traffic signals placed back into normal operation).

Rouse/Wiley bus Routes



Stiles/Akin Bus Routes

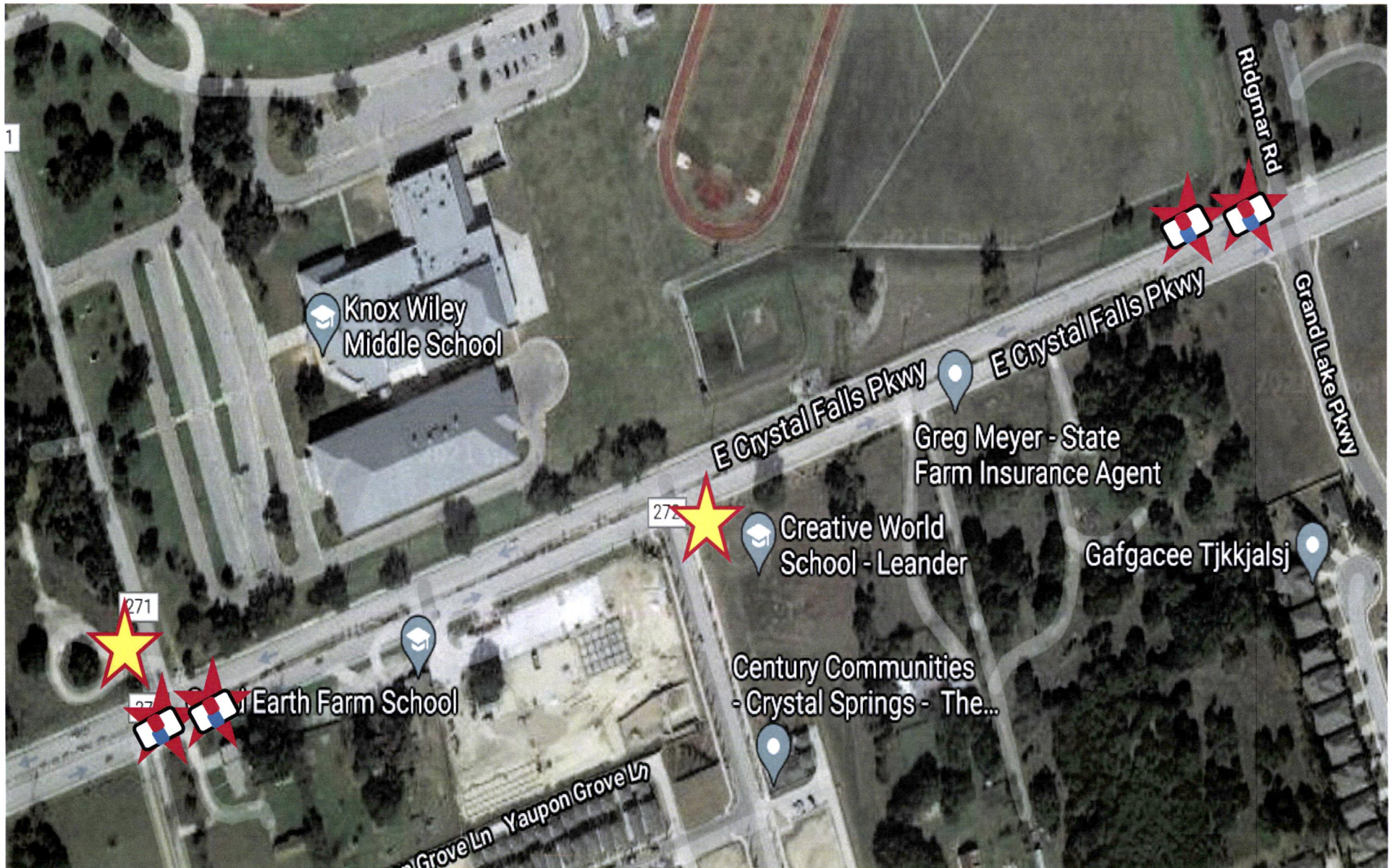


Lane / Road Closures

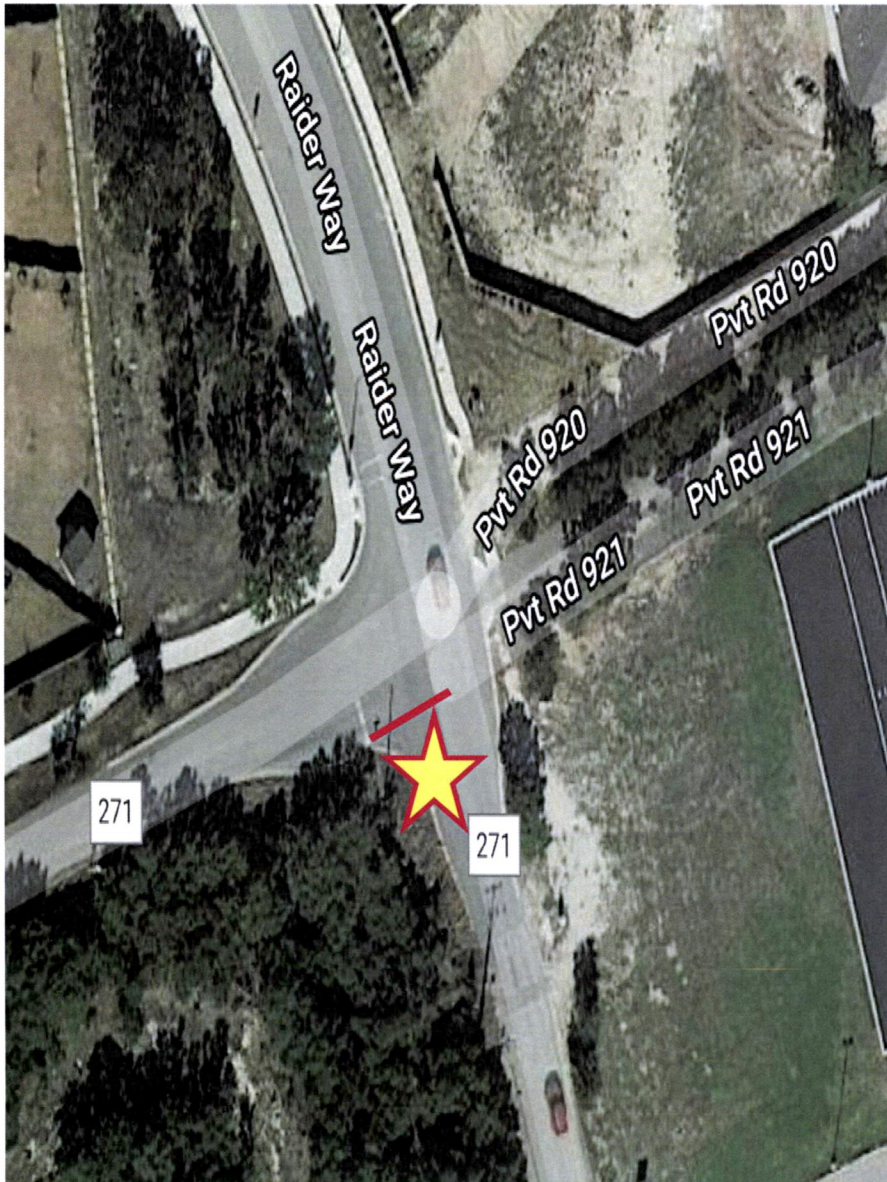
Lane closures for event begin at 2:30pm and are in place by 3pm and remain in place until clearance and termination of the event.

- Crystal Falls Parkway CLOSED to both eastbound and westbound traffic between Raider Way and Grand Lake Parkway.
- Raider Way CLOSED to southbound traffic at Woodview.
- Raider Way CLOSED south of Crystal Falls.
- Back entrance from Apartment complex that exits onto Raider Way CLOSED.

Road Closure on Crystal Falls Parkway



Raider Way closure at Woodview



- Raider Way will be closed to all southbound traffic.
- All vehicles will turn westbound on Woodview. Vehicles can exit from Rouse/Wiley and turn left onto Woodview.
- Staff member will assist motorists at this location and ensure they travel in the proper direction.

Equipment needed:

- 1 Type A (3 panel) barricade with "Road Closed" signage on it.
- Advanced Warning signage north of Woodview advising motorists of the road closure ahead.
- 1 staff member (preferably in a vehicle equipped with some kind warning lighting).
- Ice chest or other source for hydration.
- Tent for shade.

Apartment Complex entrance/exit closed



Apartment
Complex

Raider Way

Equipment needed:
2 Type A (3 Panel Barricades)
10 Traffic Cones.

“No Parking”

“No Parking” restriction begins **the day before**.

- Artesian Springs Crossing will have a “**no parking**” restriction.
- Cul de sac of Cactus Mound Drive will have a “**no parking**” restriction.

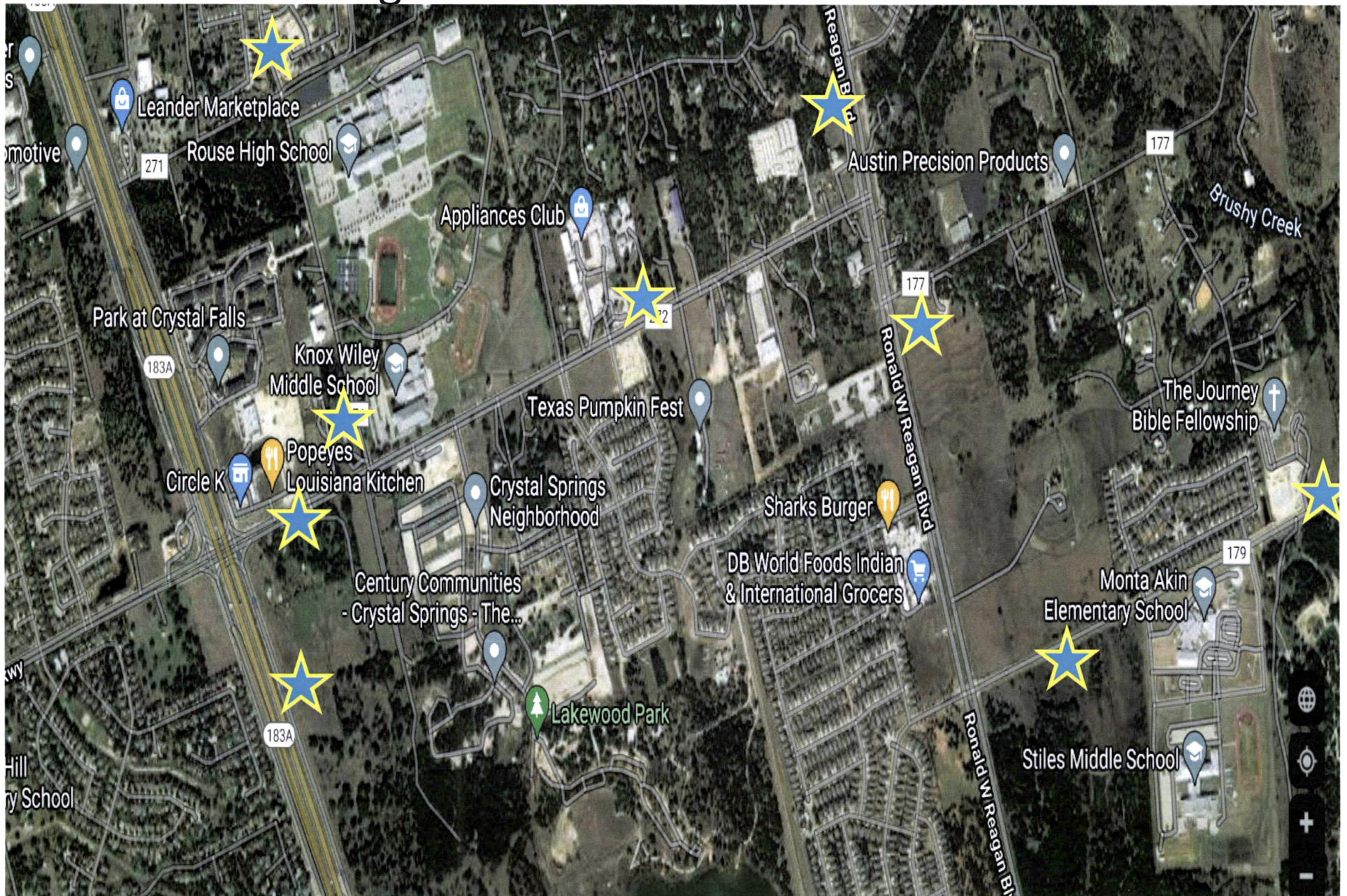
"No Parking" Restriction



Cactus Mound Drive “No Parking”



Suggested Message Board locations for advanced warnings and to assist with traffic control.





EXECUTIVE SUMMARY
06/02/2022

AGENDA SUBJECT:

Approval of adding Emancipation Day, June 19th, to the personnel policy list of holidays.

BACKGROUND:

Officially known as Emancipation Day and also called Juneteenth Independence Day, Freedom Day, and Juneteenth. Juneteenth commemorates the June 19, 1865 announcement of the abolition of slavery in Texas and the emancipation of African-American slaves throughout the Confederate South.

Juneteenth National Independence Day is a US federal holiday. It was signed into law by President Joe Biden on Thursday, June 17, 2021.

Juneteenth is a state holiday observed in the American states of Massachusetts, New York, Texas, and Virginia on June 19th each year. In New Jersey, Juneteenth is observed as a state and public holiday on the third Friday in June.

All other states officially recognize Juneteenth and have an official observance of the day, and most states hold celebrations.

PRESENTER:

Christy Davis, Director of Human Resources

Attachments

1. Redline Personnel Policy

6.7 City Holidays

It is the policy of the City to designate and observe certain days each year as City holidays, which are paid to you as a full-time, regular employee. All full-time employees will earn 8 hours of holiday leave for a designated City holiday. For Public Safety, refer to section 6.7.1 Holiday Bank: Special Provisions for Commissioned Police, Uniform Fire Personnel and Telecommunication Personnel (including cadets and trainees)

New Year's Day	September 11 (Only for Fire Trainees & Uniform Fire & Police Cadets & Commissioned Police)
Martin Luther King, Jr. Day	Veterans Day
Good Friday	Thanksgiving
Memorial Day	Friday following Thanksgiving
Juneteenth – Emancipation Day (June 19th)	Christmas Eve
Independence Day (July 4th)	Christmas Day
Labor Day	

When a holiday occurs on a weekend, the following alternative schedule applies:

- A holiday that occurs on a Saturday shall be observed on the Friday before the holiday;
- A holiday that occurs on a Sunday shall be observed on the following Monday.

If you work on a holiday

- With your supervisor's approval you may flex the holiday hours within the period.
- If you are unable to flex the holiday, the hours will roll into your vacation bank or, for you new hires in your introductory period, the hours will roll into your comp bank.

If you are on some type of leave on a holiday

- Refer to Section 5.1 and 5.2 Compensation & Pay to determine eligibility of Pay & Leave Benefits and Pay Status.
- You must be in "Active Pay Status" to earn the Holiday Leave.
- If you call in sick or are otherwise absent without leave before or after a holiday, your supervisor may request a doctor's note. Lack of acceptable documentation regarding the absence may result in the denial of Holiday pay.

Observing a religious holiday other than a city holiday

- If you wish to observe religious or other holidays not listed above, you should request time off from your immediate supervisor based upon your department's policy for requesting time off. Any approved time off will be time charged to your vacation, comp or holiday leave time, if available.



EXECUTIVE SUMMARY
06/02/2022

AGENDA SUBJECT:

Approval of a license to use right of way (rail) between Capital Metropolitan Transportation Authority (Licensor) and City of Leander (Licensee).

BACKGROUND:

The Developer of the Northline Project has constructed a duct bank which will house telecommunications and cable utilities that will provide service to the Northline development. The duct bank will be conveyed to the City to own, operate, and maintain. A portion of the duct bank is located in CapMetro right-of-way, and CapMetro requires a license agreement for occupancy of its right-of-way. The City is not required to pay a license fee to occupy the right-of-way unless the City monetizes the use of the duct bank to third parties, in which case the license fee will be five percent of the gross revenues received by Leander. Work conducted in the right-of-way is still subject to application, review, inspection, and oversight fees charged by CapMetro as provided in the Agreement.

PRESENTER:

Paige Saenz, City Attorney

Attachments

1. License Agreement

**LICENSE TO
USE RIGHT OF
WAY
(Rail)**

This License Agreement ("**Agreement**") is made by and between Capital Metropolitan Transportation Authority ("**Licensor**"), a political subdivision of the State of Texas organized and existing under Chapter 451, Texas Transportation Code, whose address is 2910 E. Fifth St., Austin, TX 78702 and the CITY OF LEANDER ("**Licensee**"), a home rule municipal corporation, whose address is 105 N. Brushy St., Leander, Texas 78641 (collectively the "**Parties**").

I. General Terms and Conditions

In consideration of the mutual promises, covenants, obligations, and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions stated herein as evidenced by the signatures of their respective duly authorized representatives below.

A. Premises

Licensor purchased from the City of Austin approximately 162 miles of railroad right-of-way including the track, track support structures, and the real property in the counties of Bastrop, Burnet, Lee, Llano, Travis, and Williamson, Texas by Deed dated May 20, 1998 recorded in Volume 13187, Page 3118 of the Real Property Records of Travis County, Texas, as more particularly described therein (the "**Deed**"). The track, track support structures and the real property are collectively referred to herein as the "Giddings-Llano Line".

B. License Grant & Use

1. Licensor, subject to the conditions, limitations, and reservations hereinafter set forth, hereby grants to Licensee the right to use that portion of the Giddings-Llano Line in Williamson County, Texas, located approximately 115-feet northwest of the centerline of Metro Drive outside of the public right-of-way at Latitude 30°35'17.51"N, Longitude 97°51'23.34"W and Mile Post 87.15 in Leander, Williamson County, and being more particularly described on Exhibit "A" attached hereto ("**Licensed Property**").
2. Licensee is permitted to operate and maintain a duct bank for an underground telecommunications distribution system, consisting of six (6) conduits for multiple wires and all necessary or desirable appurtenances, and other facilities useful or necessary for the transmission and distribution of cable, fiber, television, electronic data transmission and other telecommunication utility services (the "**Facility**") on the Licensed Property.
3. Licensee shall use the Licensed Property solely for operating and maintaining the Facility in strict compliance with all federal, state, municipal and other governmental regulations and no other purpose.
4. Licensee shall not locate any new ground facilities or subterranean facilities within the Licensed Property; provided that Licensor acknowledges and agrees that Licensee may sublicense the conduits to telecommunications providers (the "**Sublicensees**") and that such providers will install telecommunications lines within the conduit. No equipment, vehicles, material or supplies will be stored on the Licensed Property or on any portion of the Giddings-Llano Line overnight or on weekends.
5. Licensee shall not perform any installation or other work on the Giddings-Llano Line or the property of Licensor without: (i) submitting the required applications, (ii) paying all required fees, (iii) obtaining a permit issued by Licensor to commence construction of the Facility, (iv) where necessary, pay to have present at the time of construction, Licensor personnel or contractors designated by Licensor to oversee the construction activities ("**RWIC**") at the rates set at the time of construction; and, (v) any other administrative

fees charged by Licensor. With respect to Sublicensees, Licensee may satisfy the requirements of this section by requiring the Sublicensee to apply for the required authorizations directly with Licensor.

6. All improvements contemplated under this Agreement shall be at Licensee's sole expense (or that of a third party operating under a contract or sublicense with the Licensee) and Licensee shall maintain the Licensed Property and the Facility in a good and safe condition at all times. All licenses, permits or other fees payable to a governmental authority shall be the sole responsibility of Licensee.
7. Licensee shall furnish, install, and maintain, at its sole expense, in a manner satisfactory to Licensor, any signs as are recommended and approved by Licensor to adequately mark the location of Licensee's use of the property of Licensor.
8. In the event Licensee fails to maintain the Facility, including all required signage, in a good and safe condition, Licensor reserves the right to perform the required work at Licensee's expense.
9. Licensee shall obtain and maintain, or cause the Sublicensees to obtain and maintain, all of the certificates, permits and other approvals, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality (collectively the "**Governmental Approvals**") which may be required by any federal, state or local authorities for the location, installation, maintenance or operation of the Facility on the Licensed Property. Licensee shall furnish satisfactory evidence of compliance upon request by Licensor.
10. Licensee will pay, or cause the Sublicensees to pay, all application fees, permitting fees, RWIC charges and other fees charged by Licensor in connection with this Agreement.
11. If an emergency situation arises during any maintenance of the Facility, Licensee shall immediately notify Licensor's Railroad Operations Department by telephone at (512)997-0010, and then proceed to take only those actions necessary to return the property of Licensor to a safe condition, unless otherwise directed by Licensor.

C. This Agreement is subject and subordinate to:

1. Licensor's mass transit rights, obligations, duties, use, plans and operations;
2. The authority of the Federal Transit Administration and the requirements of any federal grants obtained by Licensor in connection with its acquisition of the Giddings-Llano Line;
3. The regulations and directives of the Federal Railroad Administration;
4. Any rail freight services contract, rail freight operations, and passenger rail operations; and
5. All easements, restrictions, covenants, licenses, encumbrances, leases, conditions, liens and claims of title affecting the Giddings-Llano Line, including the prior rights of the City of Austin set forth in Quitclaim Deed dated May 20, 1998, recorded in Volume 13187, Page 3118 of the Real Property Records of Travis County, Texas. Licensor, and its agents, successors, and assigns, consistent with the rights herein granted, reserve the right to use the Giddings-Llano Line for any and all purposes not inconsistent with the rights granted to Licensee in this Agreement.

D. Term and License Fees

1. This Agreement shall be binding on the Licensor and Licensee from the Effective Date unless otherwise terminated in accordance with the terms of this Agreement (the "**Term**").
2. If Licensee monetizes the telecommunication lines, for example by leasing extra capacity to third parties, Licensee will pay to Licensor an annual fee in the amount of 5% of gross revenues thereof, as evidenced by accounting documentation provided by Licensee to Licensor with the fee payment. Such accounting documentation and payment, if any, for each year will be due by January 31 of the following year.

3. Payment shall be made at the address on Page 1 to the attention of: Accounts Receivable. All moneys due and payable to Licensor under this Agreement that are not received by Licensor on or before ten (10) days after the date it was due, are subject to a late payment charge of five percent (5%) of the past due amount. All late charges are in addition to the amounts owed under this Agreement.
4. This Agreement may be terminated by Licensor at any time upon the occurrence of any of the following events, in its sole and absolute discretion:
 - i. The Facility is abandoned by Licensee with an intent by Licensee to no longer use the Facility for more than twelve (12) months;
 - ii. Licensee fails to perform or comply with any of the terms and provisions of this Agreement, after written notice to Licensee as provided in Paragraph I.H.
 - iii. Licensee fails to maintain the liability insurance coverage required by this Agreement after written notice to Licensee as provided in Paragraph I.H; or
 - iv. Licensor (i) determines that the location of the Facility interferes with the priority rights set forth in Paragraph I.C, or (ii) Licensor is required by law or regulation of a governmental authority to relocate the Facility; provided however, in either event, Licensor shall work with Licensee in good faith to allow Licensee to shift or relocate the Facility at the Licensee's expense, and to determine the most cost-effective method of relocation or shifting of Licensee's Facility. Licensor shall give Licensee reasonable prior written notice of the need for the relocation of Licensee's Facility. In the event Licensee is required by Licensor to remove or relocate the Facility under this subsection and Licensor is eligible under federal, state, county, local or other programs for reimbursement of costs and expense incurred by Licensee as a result of such removal or relocation, and such reimbursement is required to be handled through Licensor, Licensee costs and expenses shall be included in any application by Licensor for reimbursement. Licensor shall provide reasonable notice to Licensee of the deadline for Licensee to submit documentation of the costs and expense of such relocation to Licensor. If reimbursement is available for relocation, Licensee shall receive its portion of reimbursement payments attributable to the Facility. Any agreed upon shift or relocation shall be documented in a writing signed by the Parties in accordance with Paragraph II.P, Modification.
5. This Agreement may be terminated by Licensee upon ninety (90) days' prior written notice from Licensee to Licensor.
6. Licensee and Licensor agree that Licensee's use of the Licensed Property as contemplated in this Agreement interferes with the right of Licensor to use the Licensed Property for its intended purpose including, without limitation, by imposing additional expenses and administrative, technical and safety burdens on Licensor. Licensee agrees that the License Fees, application fees, permitting fees, RWIC charges, administrative fees, and any other charges payable under this Agreement are intended to compensate Licensor for such additional expenses and administrative, technical and safety burdens on Licensor.

E. Removal of All Licensee Improvements

Upon termination of the rights hereby granted, Licensee agrees, upon receipt of a written request from Licensor, to remove the Facility, to restore the Licensed Property to the same state and condition in which it existed prior to location and installation of the Facility, and to bear all expense thereof. Should Licensee in such event fail, neglect or refuse to so remove the Facility and restore the Licensed Property, such removal and restoration may be performed by Licensor at the expense of Licensee, and Licensee agrees to make full restitution and reimbursement to Licensor for such sum immediately upon demand.

F. Licensee Responsibilities

1. Licensee shall pay, in full, all persons who perform labor on the Licensed Property. Licensee will not allow any mechanic or material liens to be filed or enforced against the Giddings-Llano Line, the Licensed Property, or the property of Licensor for work done or materials furnished at Licensee's instance or request. If any such liens are filed thereon, Licensee agrees to immediately remove the same at Licensee's own cost and expense, without regard to the legal enforceability of such liens. Should Licensee fail, neglect or refuse to do so, Licensee shall give Licensee written notice and a reasonable opportunity to cure, but not less than sixty (60) days. Thereafter, Licensor shall have the right to terminate this Agreement or at its option pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and Licensee shall be liable to Licensor for all costs, damages and reasonable attorney's fees, and any amounts expended in defending any proceedings, or in the payment of any of such liens, or any judgment obtained against Licensor upon demand with interest at the maximum rate allowed by law from demand until payment.
2. No Hazardous Materials shall be kept, stored, used or discharged on the Licensed Property. Should any discharge, leakage, spillage, emission or environmental contamination of any type occur upon or arise from the Licensed Property as a result of Licensee's use, presence, operations or exercise of the rights granted under this Agreement, Licensee shall, at its expense, be obligated to clean or remediate all property affected thereby, whether owned or controlled by Licensor or any third persons to the satisfaction of Licensor and any governmental body having jurisdiction in the matter. Licensor may, at its option, clean or remediate such leakage, spillage, emission or environmental contamination, and Licensee shall pay Licensor the cost of such cleanup and remediation upon demand with interest at the maximum rate allowed by law from demand until payment. For purposes of this Agreement, "environmental contamination" shall mean contamination of air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters in violation of applicable federal, state and local laws. The phrase "hazardous materials" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent or oil as defined by any federal state or local environmental law, regulation or ordinance. The provisions of this subparagraph shall survive termination of this Agreement.
3. Licensee shall be solely responsible for obtaining any and all Governmental Approvals and any other licenses, easements, permits, consents, or permissions necessary for Licensee's use of the Licensed Property including, without limitation, from any owner of an interest in the Licensed Property.

G. Insurance

1. Licensee shall obtain and maintain insurance or risk pool coverage of the types and in the amounts as set forth on Exhibit "B" and "B-1" attached to this Agreement. If Licensee fails to do so, Licensor shall have the immediate right (but not the obligation) to effect such insurance without notice to Licensee, in which event the amount so paid by Licensor shall be paid by Licensee to Licensor upon demand with interest at the maximum rate allowed by law from demand until payment.
2. TO THE EXTENT PERMITTED BY LAW, LICENSEE WAIVES ALL RIGHTS OF RECOVERY AGAINST LICENSOR (AND ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF LICENSOR), AND AGREES TO RELEASE THE LICENSOR FROM LIABILITY, FOR LOSS OR DAMAGE TO THE EXTENT SUCH LOSS OR DAMAGE IS COVERED BY VALID AND COLLECTIBLE PROPERTY INSURANCE IN EFFECT COVERING LICENSEE AT THE TIME OF SUCH LOSS OR DAMAGE WHETHER OR NOT SUCH DAMAGE OR LOSS MAY BE ATTRIBUTABLE TO THE NEGLIGENCE OF LICENSOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES. IT IS THE EXPRESS INTENT OF LICENSOR AND LICENSEE THAT THE WAIVER OF SUBROGATION CONTAINED IN THIS SECTION APPLY

TO ALL MATTERS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY OF THE SAME THAT ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF LICENSOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES.

H. Default

If Licensee defaults in the performance of any covenant or agreement under this Agreement and the default continues for thirty (30) days after Licensor's written notice specifying the default (expressly excluding the obligation to maintain insurance in which case written notice is not required), Licensor shall have any right of remedy provided herein or available at law or in equity, including, without limiting the foregoing, the right to immediately terminate this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the thirty (30) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than one hundred eighty (180) days.

I. INDEMNIFICATION

1. **TO THE EXTENT PERMITTED BY LAW, LICENSEE SHALL, AT LICENSEE'S SOLE COST AND EXPENSE DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSOR AND ITS OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL LIABILITIES, DEMANDS, CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION OR JUDGMENTS, AND ALL REASONABLE EXPENSES INCURRED IN INVESTIGATING OR RESISTING THE SAME (COLLECTIVELY, "CLAIMS"), FOR INJURY TO PERSON, LOSS OF LIFE OR DAMAGE TO PERSONAL OR REAL PROPERTY, INCLUDING ENVIRONMENTAL DAMAGE) ARISING OUT OF LICENSEE'S USE OR OCCUPANCY OF THE LICENSED PROPERTY, WHETHER FORESEEABLE OR UNFORESEEABLE, DIRECT OR INDIRECT, OR CONTRIBUTED TO BY THE ACTIVE OR PASSIVE NEGLIGENCE OF THE INDEMNIFIED PARTIES (EXCEPT WHEN CAUSED BY THE SOLE GROSS NEGLIGENCE OF AN INDEMNIFIED PARTY). IN THE EVENT ANY PART OF THIS SECTION IS DETERMINED BY ANY STATUTORY ENACTMENT OR JUDICIAL DECISION TO BE VOID OR UNENFORCEABLE, THE SECTION SHALL NOT FAIL IN ITS ENTIRETY BUT WILL BE ENFORCEABLE TO THE EXTENT PERMITTED BY LAW.**
2. Licensee's obligations to defend, indemnify and hold harmless Licensor under this paragraph shall survive the expiration or earlier termination of this Agreement.

J. Right to Eject

Licensor may eject or cause to be ejected from the Licensed Property Licensee or any person acting under Licensee's authority or direction that is engaging in conduct that is unlawful or unsafe. Licensor shall not be liable to Licensee for any damages that may be sustained by Licensee or the ejected person through Licensor's exercise of such right.

K. Force Majeure

Licensor shall not be liable to Licensee for events beyond the control of Licensor that prevents or restricts access to the Licensed Property ("Event of Force Majeure"). Events of Force Majeure shall include, without limitation: Acts of God; strikes, lockouts, or other industrial disputes; epidemics, civil disturbances, acts of domestic or foreign terrorism, riots or insurrections; landslides, lightening, earthquakes, fire, storms, floods or washouts; explosions; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and, present or future orders of any regulatory body having proper jurisdiction and authority.

II. Miscellaneous

A. No Warranty

LICENSOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF ITS RIGHT, TITLE, OR INTEREST IN OR TO THE LICENSED PROPERTY, AND ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF LICENSOR'S RIGHT, TITLE, AND INTEREST IN OR TO THE LICENSED PROPERTY IS HEREBY EXPRESSLY DISAVOWED BY LICENSOR. FURTHERMORE, LICENSEE ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE CONDITION OF THE LICENSED PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND LICENSEE ACKNOWLEDGES THAT LICENSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES OF THE CONDITION OF THE LICENSED PROPERTY OR THAT THE LICENSED PROPERTY IS FIT FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT IT WILL INSTALL ALL IMPROVEMENTS LICENSEE REQUIRES ON THE LICENSED PROPERTY, IS RESPONSIBLE FOR THEIR COMPLIANCE WITH ALL APPLICABLE LAWS, AND IS RESPONSIBLE FOR ALL LICENSES, EASEMENTS, PERMITS, CONSENTS, OR PERMISSIONS REQUIRED FOR LICENSEE'S USE OF THE LICENSED PROPERTY AND LICENSOR WILL HAVE NO LIABILITY OR RESPONSIBILITY THEREFORE.

B. Obligation to Report

If Licensee is aware any dangerous or defective condition exists on the Licensed Property that, under the normal course of business, are the responsibility of the Licensor, and Licensee fails to report the problem to Licensor, Licensee continues to be responsible for its obligations established in this Agreement. Under these circumstances, Licensor will not be liable for any detrimental consequences.

C. No Waiver

The failure of Licensor to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Receipt by Licensor of License Fees or of any other payment or the acceptance by Licensor of performance of anything required by this Agreement to be performed with knowledge of the breach of a covenant shall not be deemed a waiver of such breach. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the Agreement or otherwise available to Licensor by law will not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. No waiver of any provision, covenant, agreement or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom such waiver is charged. The express waiver by either Licensor or Licensee of any breach shall not operate to extinguish the covenant or condition, the breach of which has been waived.

D. Governmental Entity

Each Party is a governmental entity, and nothing contained herein shall be deemed a waiver of any rights or privileges afforded governmental entities under the laws of the state of Texas law or the Texas Constitution.

E. Governing Law and Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue shall be in the County in which the Licensed Property is located.

F. Attorneys' Fees

In the event Licensor finds it necessary to employ legal counsel to enforce its rights under this Agreement, or to bring an action at law, or other proceeding against Licensee to enforce any of the terms, covenants or conditions herein, Licensee shall pay to Licensor its reasonable attorneys' fees and expenses, regardless of whether suit is filed.

G. Compliance with Laws

Licensee agrees not to use the Licensed Property for any unlawful purpose. Licensor reserves the right, in its sole discretion, to unilaterally amend this Agreement at any time to incorporate any modifications necessary for Licensor's compliance, with all applicable state and federal laws, regulations, requirements and guidelines.

H. No Joint Venture

This Agreement does not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture or other joint or equity type agreement between Licensor and Licensee.

I. No Third Party Beneficiaries

No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

J. Severability

If any provisions of this Agreement are, for any reason, held by a court to be unenforceable, then the invalidity of such provision will not invalidate any other provisions, which other provisions will remain in full force and effect unless removal of such invalid provision destroys the legitimate purpose of the Agreement, in which event the Agreement will be terminated.

K. Recording

Licensee shall not record this Agreement.

L. Personal License

The rights and privileges herein given are personal to the Licensee. Licensee has no exclusive rights or benefits other than those set forth herein. This Agreement shall not be assignable by Licensee, in whole or in part, without the prior written consent of Licensor; provided that Licensee shall be entitled, with the prior written consent of Licensor obtained through the permitting process described in Section 1.B.5, to grant permission or sublicenses to third-party service providers for the use of one or more of the conduits within the duct bank.

M. Right of Entry

At any time during the term hereof, Licensor or its representatives shall have the right, without disturbance of Licensee's use or possession, to enter the Licensed Property.

N. Dates of Performance

In the event that the date for performance by either Party of any obligation under this Agreement are required to be performed by such Party falls on a Saturday, Sunday or national holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

O. Exhibits

This Agreement incorporates by reference the following Exhibits:

1. Exhibit "A" (Plans)
2. Exhibit "B" (Insurance Requirements)
3. Exhibit "B-1" (Minimum Insurance Coverage Limits)

P. Merger

This Agreement embodies the entire agreement and understanding between the Parties relating to the transaction contemplated hereby and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations. In executing this Agreement, the Parties do not rely upon any statement, promise, or representation not expressed herein. This Agreement may not be modified, changed or altered in any respect except by the mutual written agreement of the Parties.

Q. Modification

This Agreement may not be modified, changed or altered in any respect except by the mutual written agreement of the Parties. Licensor shall notify Licensee in writing of any modifications necessary to the Agreement for Licensor's compliance with all applicable state and federal laws, regulations, requirements and guidelines.

R. Notice

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations required under this Agreement or by law by either party to the other shall be in writing and may be given or served by depositing same in the United States mail, postage paid, registered or certified and addressed to the party to be notified, with return receipt requested; by personally delivering same to such party, or an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified. Notice deposited in the U.S. mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. An address may be changed by written notice to the other party.

If to the Licensee: City of Leander
 P.O. Box 319
 Leander, Texas 78646
 Attn: City Secretary

If to the Licensor: Capital Metropolitan Transportation Authority
 624 N. Pleasant Valley Road
 Austin, Texas 78702
 Attn: Vincent Sandoval, Director of Real Estate and R-O-W

With copy to: Capital Metropolitan Transportation Authority
 700 Lavaca Suite 1400
 Austin, Texas 78701
 Attn: Chief Counsel

With copy to: The Knight Law Firm, LLP
 223 W. Anderson Lane, Ste. A-105
 Austin, Texas 78752
 Attn: Paige Saenz, City Attorney

S. Condemnation

If all, or any, portion of the Licensed Property including, but not limited to, the air ways over and across the Licensed Property, is condemned by any authority with condemnation powers, the proceeds of such condemnation shall be the property of Licensor.

T. Time is of the Essence

Time is of the essence in this Agreement.

U. Signature

A copy or facsimile signature shall be deemed an original signature for all purposes. For purposes of this paragraph, the phrase "facsimile signature" includes without limitation, an image of an original signature in whatever means or form.

V. Counterparts

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

W. No Assignment

Except as otherwise provided in this License, Licensee may not assign this Agreement in whole or in part, without Licensor's prior written consent, which may be withheld in Licensor's sole discretion. Any attempted assignment without Licensor's consent is void Ab initio.

X. Interpretation.

Whenever used herein, the term "including" shall be deemed to be followed by the words "with limitation". Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender.

Y. Survival

Termination of this Agreement shall not relieve Licensee's liability or obligation set forth in this Agreement that is expressly stated to survive termination of this Agreement.

Z. Remedies

All rights and remedies in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Licensor, whether provided by law, equity, statute or otherwise. The election of any one or more remedies the Licensor will not constitute a waiver of the right to pursue other available remedies.

III. Federal Notices

A. Non Discrimination

Licensee shall not discriminate or permit discrimination against any person or organization because of race, color, age, religion, sex or national origin or for any other reason prohibited by law.

B. Compliance with Environmental Standards

Licensee shall comply with the provisions of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

III. Signatories

A. Effect Date of Execution

The Agreement will be executed and effective as of the date of the last Party to sign (the "Effective Date").

B. Signatories

This Agreement is hereby accepted and agreed to by the following individuals or officers who represent that they are duly authorized to bind the Parties as set forth above.

Capital Metropolitan Transportation Authority

By: _____

Name: _____

Title: _____

Date: _____

City of Leander, Texas

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "A"

(Plans)

Exhibit "B"

CAPITAL METRO INSURANCE REQUIREMENTS

Licensee shall either: (1) at its own cost and expense, procure the insurance set forth in Exhibit B-1 attached hereto and made a part hereof, and promptly pay when due all premiums for the insurance; or (2) maintain risk-pool insurance at the levels in effect as of the Effective Date of this Agreement. Notwithstanding any term contained in this Agreement to the contrary, Licensee's risk-pool insurance shall satisfy the insurance requirements of this Agreement. The insurance shall be kept in full force during the life of the Agreement.

Licensee's insurance shall be: primary and non-contributory with respect to any insurance which might be carried by Licensor and contain a contractual waiver of subrogation.

Licensee shall furnish to Licensor certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies.

Licensee shall notify Licensor in writing of any material alteration of such policies, including any change in the retroactive date in any "claims-made" policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto.

All insurance policies shall be written by reputable insurance company or companies acceptable to Licensor with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas.

EXHIBIT "B-1"

CAPITAL METRO MINIMUM COVERAGE REQUIREMENTS

1. Comprehensive General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of \$2,000,000 with coverage that includes:

- Premises/operations
- Independent contractors
- Personal Injury
- Contractual Liability pertaining to the liabilities assumed in the agreement
- Underground (when ground surface is disturbed)

Such insurance shall include a contractual endorsement pertaining to the liabilities assumed in the Agreement.

2. Comprehensive Automobile insurance coverage with minimum limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of \$2,000,000

3. Workers' Compensation with Statutory limits

4. Employer Liability Insurance with minimum limits of \$1,000,000

Such insurance shall include a contractual endorsement which acknowledges all indemnification requirements under the Agreement.

Note: Such policies of insurance and certificates provided by Licensee shall provide (i) that Licensor is named as an additional insured, (ii) that the named insured's insurance is primary and non-contributory with any insurance maintained by Capital Metro, (iii) a contractual waiver of subrogation where required by written contract or agreement, and (iv) that Capital Metro shall receive notice of any cancellation of the policy.



EXECUTIVE SUMMARY

06/02/2022

AGENDA SUBJECT:

Approval of an interlocal agreement between the Texas Department of Information Resources and the City of Leander to allow the City to purchase information security response services as needed utilizing state negotiated pricing; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

In 2017, the Texas Department of Information Resources (DIR) awarded AT&T with a contract to offer managed security services statewide after enactment of the Texas Cybersecurity Act, which provides specific measures to protect confidential data and maintain cyberattack readiness. The services include security monitoring and device management, risk and compliance testing, and incident response. As part of the contract, AT&T security products are available to additional state agencies, higher education institutions, cities and counties, special districts and school systems. These organizations can buy certain AT&T security solutions through DIR, which helps simplify order and fulfillment processes and saves costs.

The proposed interlocal agreement does not obligate the City to any additional costs unless the City chooses to purchase AT&T response services in the future. The purchase of these services must also comply with city budget and procurement processes.

Information Technology Department staff would consider purchasing AT&T response services through DIR if response to a cybersecurity incident required breach remediation consulting. If a data breach occurs after the proposed agreement is approved, the City will be entitled to DIR's negotiated response times. This would save valuable time and money, because no additional City action would be required to expedite a response.

RECOMMENDATION:

Staff recommends approval of an interlocal agreement between the Texas Department of Information Resources and the City of Leander to allow the City to purchase information security response services as needed utilizing state negotiated pricing.

PRESENTER:

Stuart Smith, Assistant Director of IT / Information Security Officer



EXECUTIVE SUMMARY
06/02/2022

AGENDA SUBJECT:

Approval of one (1) year renewal with Core & Main for annual supply of water meters; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The original contract was approved in August 2018 for a three (3) year term with two (2) one (1) year renewal options. Staff recommends accepting the renewal pricing proposed by Core & Main.

Fiscal Impact

<u>Amount requested:</u>	n/a
<u>Approved in current budget (Yes / No):</u>	yes
<u>Expenditure (New / Amended):</u>	n/a
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	Utility / 20-01-5298



EXECUTIVE SUMMARY
06/02/2022

AGENDA SUBJECT:

Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) between the hours of 8:00 p.m. and 6:00 a.m. for construction work to Lone Star Paving to perform roadway rehabilitation work on Sonny Drive from US 183 to S. West Drive as a part of the Roadway Rehabilitation FY 2022 Project.

BACKGROUND:

Lone Star Paving is performing roadway rehabilitation work on Sonny Drive (from US 183 to S. West Drive) as a part of the City of Leander Roadway Rehabilitation FY 2022 Project. Lone Star Paving is requesting to perform the work at night between the hours of 8:00 p.m. and 6:00 a.m. to minimize the impact to nearby residents, businesses and the through traffic. The work is estimated to take two to three (2 - 3) days, weather permitting, between June 6 and June 24.

The Public Works team will notify the commuters, nearby residents, and business owners via message boards, website news, and flyers at least forty-eight (48) hours prior to the scheduled work.

Estimated Construction Dates:	Between June 6, 2022 and June 24, 2022
Construction Times:	Between 8:00 p.m. to 6:00 a.m.
Estimated Construction Duration:	2 to 3 days
Type of Work:	Asphalt Milling and Paving

RECOMMENDATION:

Staff recommends approval for a variance of the city's noise ordinance for construction activities as described on Sonny Drive (from US 183 to S. West Drive) to Lone Star Paving for the City of Leander Roadway Rehabilitation FY 2022 Project.

PRESENTER:

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

Attachments

1. Noise Variance Form



Public Works Department**Temporary Noise Variance Application****Chapter 8 Offenses and Nuisances – Article 8.04 Noise - Sec.8.04.001.a11**

(11) The excavation or grading of land, or the erection, construction, demolition or alteration of any building or structure, between the hours of 9:00 p.m. and 7:00 a.m., within six hundred feet (600') of any occupied residential structure, or that generates, produces or results in any noise or sound that may be hear at the property line of any occupied residential structure; provided that this subsection shall not apply to any such work, construction, repairs or alterations that constitute and urgent necessity for the benefit and interest of the public safety, health or general welfare, e.g., repairs and emergency installations by any public utility, or to any excavation, erection, construction, demolition or alteration authorized by the city council to be undertaken between the hours of 9:00 p.m. and 7:00 a.m.

City Council meetings are held on the first and third Thursday each month. Any applications must be received by the City not later than Tuesday the week before the desired meeting date.

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

Milling and replacing asphalt on Sonny Drive between Hwy 183 and West St.

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

Back up alarms, equipment running, trucks dumping, generators running

3. List any measures that will be taken to reduce the impacts to neighbors. (e.g. No alarms, whistles or sirens will be used, we will notify the neighbors, etc.)

We cannot limit any of the noise from alarms due to safety precaution to our workers. Also trucks and equipment will need to be running to replace the asphalt on this road. We will limit horns and work diligently to minimize any unnecessary noise.



Public Works Department
Temporary Noise Variance Application

Project Address: _____ OR Location: Between Hwy 183 and West St.

Description of Work:

Removing and replacing asphalt along Sonny Drive

In the fields below, please enter the start date and time for the 14-day variance window including setup and traffic control. For the stop date use the ending day and time the variance will be needed including clean up.

Start Date: June 6, 2022 Start Time: 8PM

Finish Date: June 24, 2022 Finish Time: 6 AM

Applicant Information:

Name: Michael Crum Company: Lone Star Paving Position: Project Manager

Address : 11675 Jollyville Rd, Austin, TX 78759 Phone: 512-993-9079 E-mail:
michael@lspaving.ocm

Contractor Information:

Name: Michael Crum Company: Lone Star Paving Position: Project Manager

Address: 11675 Jollyville Rd, Austin, TX 78759 Phone: 512-993-9079 E-mail:
michael@lspaving.ocm





EXECUTIVE SUMMARY
06/02/2022

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for traffic signal improvements of Bar W Marketplace at Kauffman Loop and Ronald W. Reagan Boulevard and for subdivision public infrastructure at Rosenbusch Ranch Phase 1.

BACKGROUND:

The Public infrastructure improvements required for traffic signal improvements at Kauffman Loop and Ronald W. Reagan Boulevard (Bar W Marketplace) (21-PICP-002) and for subdivision improvements for Rosenbusch Ranch Phase 1 have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2) year term maintenance bond. The maintenance bond will commence its two (2) year term upon City Council's acceptance, as anticipated, on June 2, 2022, which will provide warranty and maintenance coverage for the public infrastructure improvements through June 2, 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.

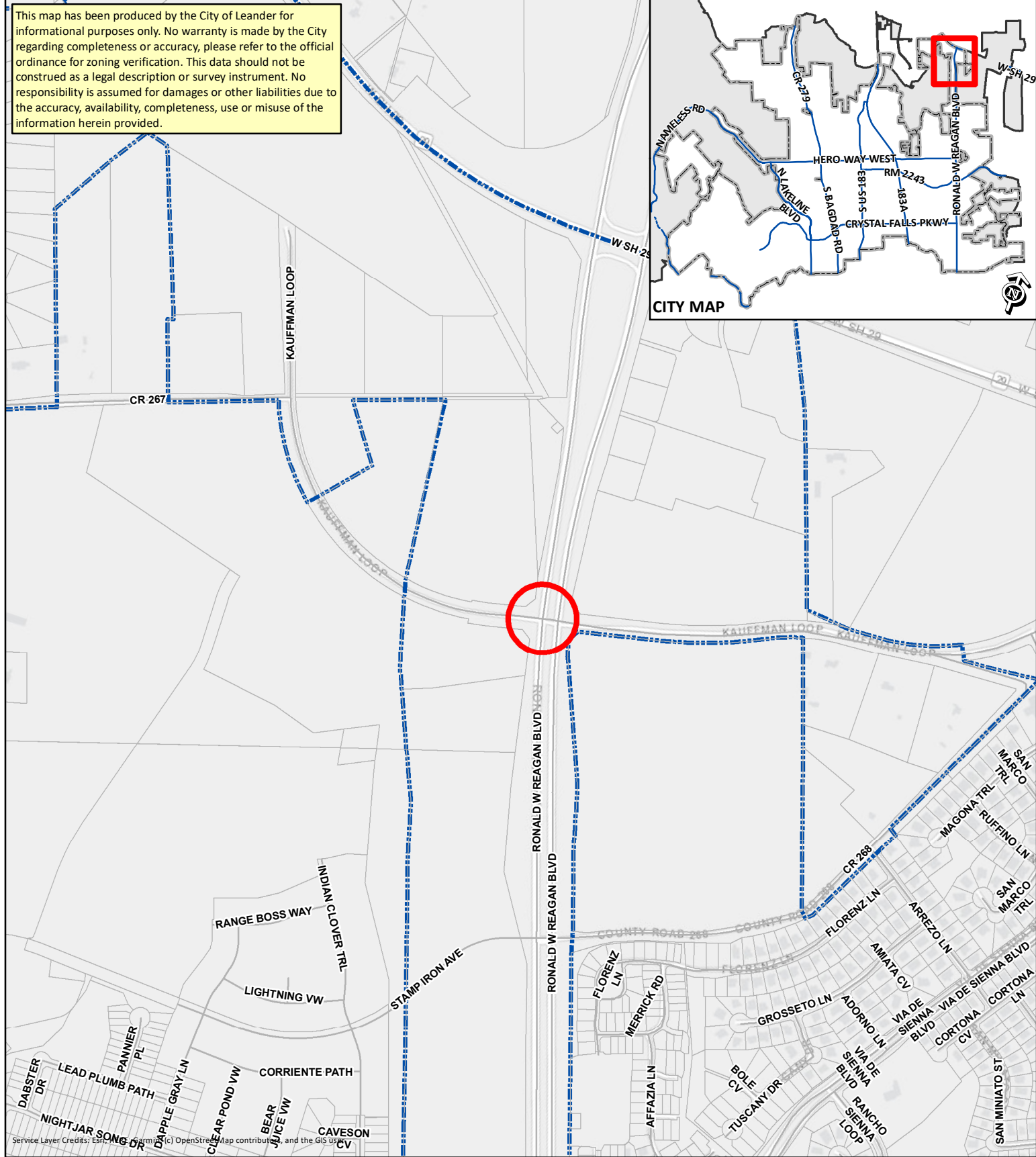
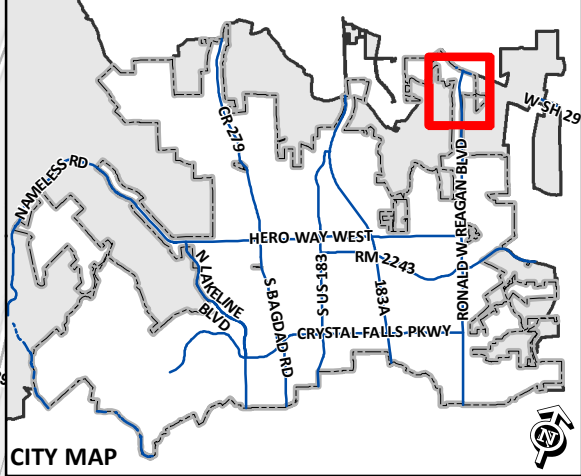
PRESENTER:

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

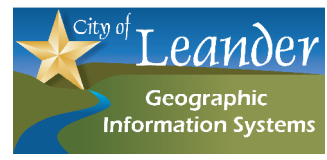
Attachments

1. Traffic Signal Acceptance Documents
2. Rosenbusch Phase 1 Acceptance Documents

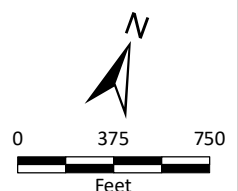
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



Location Map: Traffic Signal Kauffman Loop at Ronald Regan Blvd - 21-PICP-002



-  City Limits
-  Project Location
-  Parcels





December 2, 2021

City of Leander
201 N Brushy Street
Leander, TX 78641

**RE: Engineer's Concurrence letter for:
Traffic Signal Improvements – Kauffman at Ronald Reagan (Bar W Marketplace)
(21-PICP-002)**

Dear Sir or Madam:

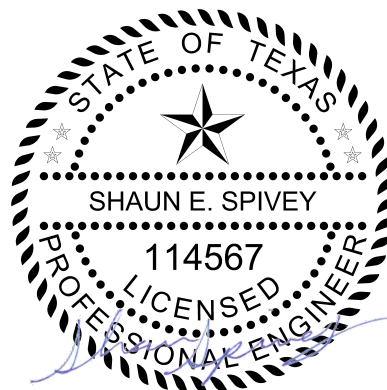
On this date, I, the undersigned Professional Engineer in the State of Texas, or my representative, met with the Project Contractor and made a visual inspection of the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items are corrected to the satisfaction of the City.

Exceptions:

1. None

Sincerely,


Shaun Spivey, P.E., PTOE
Senior Project Manager
sspivey@bgeinc.com
BGE, Inc.
TBPE No. F-1046



BGE, Inc
TBPE FIRM REGISTRATION NO
F-1046



ADA Assistance

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

DATE: November 15, 2021

TO: Brian Green
White Construction
2705 Bee Cave Rd #250
Austin TX

FROM: Robert Ronson, RAS #16

PROJECT: Bar W Market Place
Kauffman Loop & Ronald W Reagan Blvd
Leander TX 78641

Inspection performed: 11/13/2021

SUBJECT: INSPECTION COMPLETED – NO VIOLATIONS

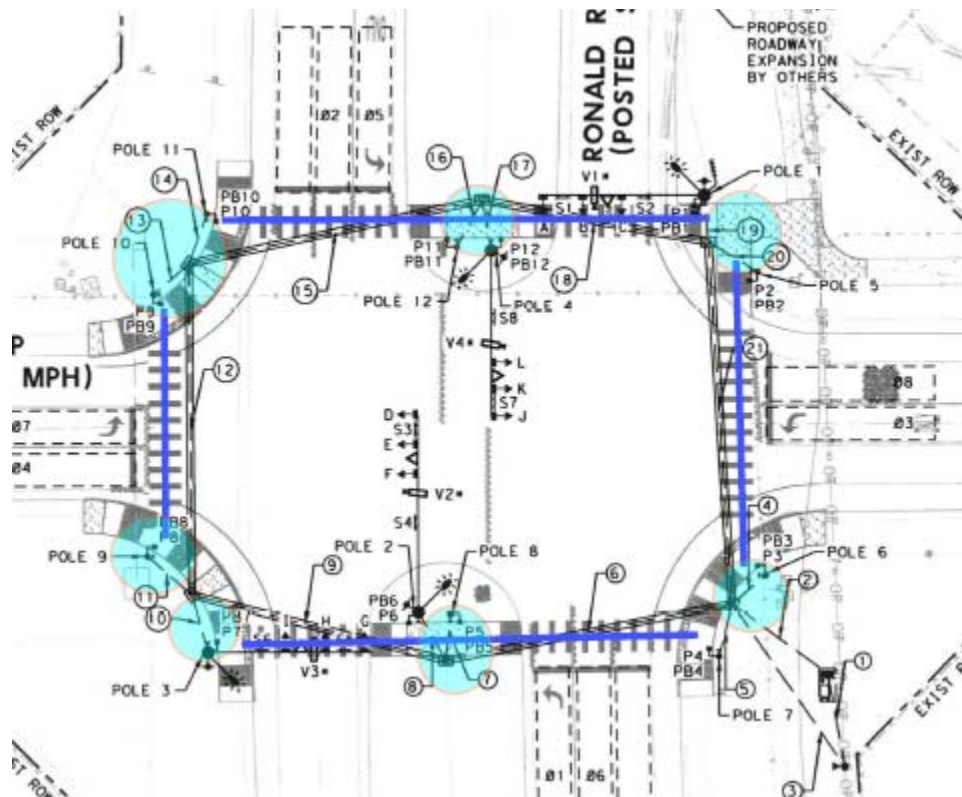
We are pleased to inform you that the referenced project has been inspected and no non-compliant items were found so the project appears to be in substantial compliance with provisions of the Texas Government Code, Chapter 469. Specifically inspected were pedestrian elements within the scope of the referenced project that were constructed at the time of the inspection: the curb ramps, street crossings (shown in blue) and signals (shown in blue circles) at the intersection.

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

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

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

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



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

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Austin Traffic Signal and Construction Company, Inc. as Principal, whose address is 4615 Priem Lane, Pflugerville, TX 78660 and Colonial American Casualty and Surety 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 Forty Thousand Three Hundred Eighty Eight and 28/100 Dollars (\$40,388.28) 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 City of Leander, Williamson County, TX, Traffic Signal Improvements – Kauffman at Ronald Reagan (Bar W Marketplace) Project No. 21-PICP-002 (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 Obligees may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety shall notify the Obligees 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 Obligees and compliant with the Obligees' ordinances conditioned to guarantee for the period of one (1) year after the Obligees' 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.

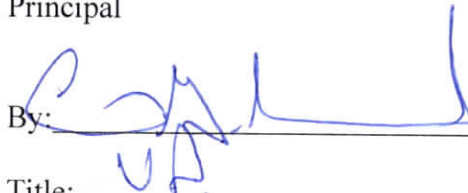
The Surety agrees to pay the Obligees upon demand all loss and expense, including attorneys' fees, incurred by the Obligees by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where 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 4th day of October, 2021.

Austin Traffic Signal Construction Company, Inc.
Principal

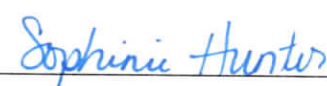
By: 

Title: _____

Address: 4615 Priem Lane

Pflugerville, TX 78660

Colonial American Casualty and Surety Company
Surety

By: 

Title: Sophinie Hunter, Attorney-In-Fact

Address: 1299 Zurich Way, 5th Floor

Schaumburg, IL 60196

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

Aon Risk Services Southwest, Inc. – Ricardo Reyna

5005 LBJ Freeway, Suite 1500, Dallas, TX 75244

(Seal)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Ricardo J. REYNA, Tina MCEWAN, Don E. CORNELL, Joshua SAUNDERS, Robbi MORALES, Sophinie HUNTER, Kelly A. WESTBROOK, Tonie PETRANEK, Mikaela PEPPERS of Dallas, Texas, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of May, A.D. 2021.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of May, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of October, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS

§

Bond #4452514

COUNTY OF WILLIAMSON

§

KNOW ALL BY THESE PRESENTS, that BCS Concrete Structures LLC
as Principal, whose address is 181 Trademark Street, Buda, Texas 78610 and
SureTec Insurance Company a Corporation organized under the
laws of the State of Texas, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Five Thousand Nine Hundred Eighty Two and Fifty Cents Dollars
(\$ 5,982.50) 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 **Bar W Ranch Commercial Site Development Plans**
Project No. 19-SD-023, Traffic Signal Concrete Scope @ Kaufman and Ronald Reagan
(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.

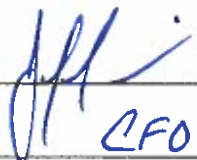
The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where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

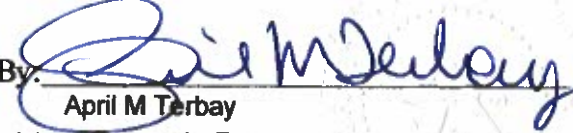
IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 16th day of November, 2021.

BCS Concrete Structures LLC
Principal

By:  Jeff Psenick
Title: CFO

Address: 181 Trademark Street
Buda, Texas 78610

SureTec Insurance Company
Surety

By: 
Title: Attorney-In-Fact

Address: 9737 Great Hills Trail, Suite 320
Austin, Texas 78759

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

Watkins Insurance Group
3834 Spicewood Springs Road, Austin, Texas 78759

(Seal)

JOINT LIMITED POWER OF ATTORNEY

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

Patrick L Watkins, Sheila Pennington Noxon, Joy Holten, Rodney T Watkins, James F Siddons, April M Terbay, Andrew Webb, Hanna Ogle

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

Ten Million and 00/100 Dollars (\$10,000,000.00)

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

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

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of September, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



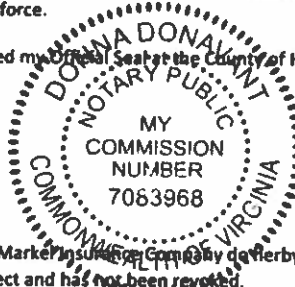
Markel Insurance Company

By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 18th day of September, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at the County of Henrico, the day and year first above written.



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

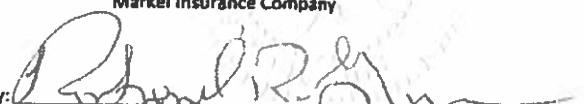
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 16th day of November, 2021.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

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

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

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

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

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



December 2, 2021

City of Leander
201 N Brushy Street
Leander, TX 78641

**RE: Engineer's Concurrence letter for:
Traffic Signal Improvements – Kauffman at Ronald Reagan (Bar W Marketplace)
(21-PICP-002)**

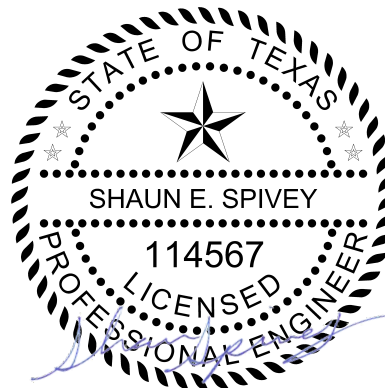
Dear Sir or Madam:

I, the undersigned Professional Engineer in the State of Texas, have reviewed and verified the final costs and quantities for the traffic signal and related improvements within the public right-of-way of the City of Leander.

The quantity breakdown is attached. If you have any questions please contact me at the email address or phone number below.

Sincerely,


Shaun Spivey, P.E., PTOE
Senior Project Manager
sspivey@bgeinc.com
BGE, Inc.
TBPE No. F-1046



BGE, Inc
TBPE FIRM REGISTRATION NO
F-1046



Austin Traffic Signal Construction Co., Inc.

P.O. Box 130
Round Rock, Texas 78680-0130

Tel: (512) 255-9951
Fax: (512) 255-0146

INVOICE 2385103021		Kauffman Loop @ Ronald Reagan		2385									
		Traffic Signal				ATSCC		PREVIOUS		Oct-2021			
		GC: White Construction				PREVIOUS		AMOUNT		MONTHS		UNIT	
Contract		Contract_Item		Description		"Units Contr"		"U/M"		"Billed"		QTYs	
												PRICES	
												DOLLARS	
												TO DATE	
1-2385	01-0500	MOBILIZATION		1	LS	0.5	\$14,000.00	0.5	28,000.00	\$	14,000.00	1	\$ 28,000.00
1-2385	02-0618	PVC SCH 80 CONDUIT (2")		125	LF	125	\$ 1,500.00	0	12.00	\$	-	125	\$ 1,500.00
1-2385	03-0618	PVC SCH 80 CONDUIT (3")		693	LF	245	\$ 3,675.00	448	15.00	\$	6,720.00	693	\$ 10,395.00
1-2385	04-0618	PVC SCH80 CONDUIT (3" BORE)		1623	LF	1623	\$60,051.00	0	37.00	\$	-	1623	\$ 60,051.00
1-2385	05-0620	ELEC CONDUCTOR (NO 8 BARE)		2450	LF	0	\$ -	2450	1.70	\$	4,165.00	2450	\$ 4,165.00
1-2385	06-0620	ELEC CONDUCTOR (NO8 INSULATED)		3344	LF	0	\$ -	3344	1.80	\$	6,019.20	3344	\$ 6,019.20
1-2385	07-0620	ELEC CONDUCTOR (NO 6 BARE)		29	LF	0	\$ -	29	3.00	\$	87.00	29	\$ 87.00
1-2385	08-0620	ELEC CONDUCTOR (NO6 INSULATED)		58	LF	0	\$ -	58	4.00	\$	232.00	58	\$ 232.00
1-2385	09-0624	GRND BOX TY B(122322)W/ APRON		6	EA	0	\$ -	6	1,300.00	\$	7,800.00	6	\$ 7,800.00
1-2385	10-0628	ELECSRV TYD120/240 060NS AL E		1	EA	0	\$ -	1	6,500.00	\$	6,500.00	1	\$ 6,500.00
1-2385	11-0680	ALUMINUM SIGN TYPE A		124	SF	0	\$ -	124	33.00	\$	4,092.00	124	\$ 4,092.00
1-2385	12-0680	REMOVE SM RD SN ASSM		4	EA	0	\$ -	4	85.00	\$	340.00	4	\$ 340.00
1-2385	13-0680	INSTALL HWY TRF SIG SYSTEM		1	EA	0	\$ -	1	7,600.00	\$	7,600.00	1	\$ 7,600.00
1-2385	14-0680	TRF SIG CONTROLLER FURN & INST		1	EA	0	\$ -	1	31,250.00	\$	31,250.00	1	\$ 31,250.00
1-2385	15-0680	STREET NAME SIGN		0	EA	0	\$ -	0	611.00	\$	-	0	\$ -
1-2385	16-0680	REGTRY SIGN PNL(R10-17T)36"X42		0	EA	0	\$ -	0	380.00	\$	-	0	\$ -
1-2385	17-0682	VEH SIG SECTION(12 LED)GREEN		8	EA	0	\$ -	8	240.00	\$	1,920.00	8	\$ 1,920.00
1-2385	18-0682	VEH SIG SECT(12 LED) GRN ARW		4	EA	0	\$ -	4	240.00	\$	960.00	4	\$ 960.00
1-2385	19-0682	VEH SIG SECTION(12 LED) YELLOW		8	EA	0	\$ -	8	240.00	\$	1,920.00	8	\$ 1,920.00
1-2385	20-0682	VEH SIG SECT(12 LED) YEL ARW		8	EA	0	\$ -	8	240.00	\$	1,920.00	8	\$ 1,920.00
1-2385	21-0682	VEH SIG SECTION(12 LED) RED		8	EA	0	\$ -	8	240.00	\$	1,920.00	8	\$ 1,920.00
1-2385	22-0682	VEH SIG SECT(12 LED) RED ARW		4	EA	0	\$ -	4	240.00	\$	960.00	4	\$ 960.00
1-2385	23-0682	PED SIG SECT (LED) COUNTDOWN		8	EA	0	\$ -	8	952.00	\$	7,616.00	8	\$ 7,616.00
1-2385	24-0682	BACK PLATE(12") (3 SECT HEAD)		8	EA	0	\$ -	8	105.00	\$	840.00	8	\$ 840.00
1-2385	25-0682	BACK PLATE(12") (4 SECT HEAD)		4	EA	0	\$ -	4	147.00	\$	588.00	4	\$ 588.00
1-2385	26-0684	TRF SIG CBL TY A(14AWG) 2 COND		1360	LF	0	\$ -	1360	1.30	\$	1,768.00	1360	\$ 1,768.00
1-2385	27-0684	TRF SIG CBL TY A(14AWG) 5 COND		2767	LF	0	\$ -	2767	1.80	\$	4,980.60	2767	\$ 4,980.60
1-2385	28-0684	TRF SIG CBL TY A(14AWG) 7 COND		250	LF	0	\$ -	250	2.00	\$	500.00	250	\$ 500.00
1-2385	29-0684	TRF SIG CBL TY A(14AWG) 20COND		251	LF	0	\$ -	251	4.00	\$	1,004.00	251	\$ 1,004.00
1-2385	30-0684	TRF SIG CBL TY A(16AWG) 3 COND		252	LF	0	\$ -	252	1.50	\$	378.00	252	\$ 378.00
1-2385	31-0686	INS TRFSIG PL MASTARM S 50'LUM		3	EA	0	\$ -	3	22,600.00	\$	67,800.00	3	\$ 67,800.00
1-2385	32-0686	INS TRFSIG PL MASTARM S 60'LUM		1	EA	0	\$ -	1	23,700.00	\$	23,700.00	1	\$ 23,700.00
1-2385	33-0687	PEDESTRIAN POLE ASSEMBLY		8	EA	0	\$ -	8	712.00	\$	5,696.00	8	\$ 5,696.00
1-2385	34-0688	PEDESTRIAN DETECT PUSH BUTTON		12	EA	0	\$ -	12	904.00	\$	10,848.00	12	\$ 10,848.00
1-2385	35-0688	PED APS CONTROL UNIT		1	EA	0	\$ -	1	3,277.00	\$	3,277.00	1	\$ 3,277.00
1-2385	36-6000	ITS COMMUNICATION CBL ETHERNET		60	LF	0	\$ -	60	6.00	\$	360.00	60	\$ 360.00
1-2385	37-6000	CCTV		1	EA	0	\$ -	1	11,700.00	\$	11,700.00	1	\$ 11,700.00
1-2385	38-6292	RVDS PRESENCE DETECTION ONLY		4	EA	0	\$ -	4	6,500.00	\$	26,000.00	4	\$ 26,000.00
1-2385	39-6292	RVDS ADVANCE DETECTION ONLY		4	EA	0	\$ -	4	6,500.00	\$	26,000.00	4	\$ 26,000.00
1-2385	40-6292	RADAR PRESENCE DETECT COM CBL		600	LF	0	\$ -	600	4.00	\$	2,400.00	600	\$ 2,400.00
1-2385	41-6292	RADAR ADVANCE DETECT COM CBL		440	LF	0	\$ -	440	4.00	\$	1,760.00	440	\$ 1,760.00
1-2385	42-6300	CONFIRMATION LIGHTS		8	EA	0	\$ -	8	567.00	\$	4,536.00	8	\$ 4,536.00
1-2385	43-6400	OPTICOM SYSTEM		1	LS	0	\$ -	1	9,900.00	\$	9,900.00	1	\$ 9,900.00
1-2385	44-6667	SIGNAL STRIPING SHT14ITEMS&QTY		1	LS	0	\$ -	1	14,600.00	\$	14,600.00	1	\$ 14,600.00
						\$79,226.00				\$ 324,656.80		\$ 403,882.80	
SIGNED BY													
TITLE													
DATE		10-4-21											



Project: Bar W Market place

LIEU Cost :

Sing pole bases 24" diameter	\$ 7,470
Light pole bases 48" diameter	\$ 11,150
City Sidewalks	\$ 32,350
Curb & Gutter	\$ 4,070
Demo Asphalt Edge	\$ 4,785
Intersection RR & Kaufman Total	\$ 59,825.00

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

STATE OF TEXAS
COUNTY OF

Date: March 4, 2022

Developer: **RR 29 Retail, Ltd**

Contractor/Material
Provider ("Affiant"): **White Construction Company**

Project: **Traffic Signal Kauffman and Ronald Reagan**

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 4th day of March 2022

Initialed: 

AFFIANT:

Signature: Brian Green

Typed Name: Brian Green

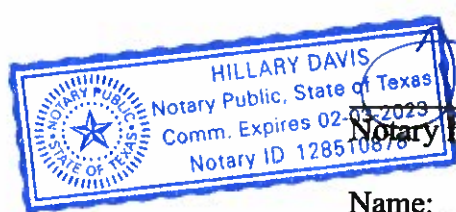
Title: Project Manager

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME the undersigned authority on this day personally appeared Brian Green, 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 4th day of March, 2022

[SEAL]



Notary in and for the State of Texas

Name: Hillary Davis

My commission expires: Feb 3, 2023

Initialed: BG



March 1, 2022

Rosenbusch Leander, LP
90 Casa Lane
Colleyville, Texas 76034

TDLR Project Number: TABS2021000669

PROJECT:

Rosenbusch Ranch Phase 1
Lakeline Blvd, south of Carneros Ranch
Leander, TX 78641

INSPECTION COMPLETED – NO VIOLATIONS

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Arturo Pinero', with a stylized flourish at the end.

Arturo Pinero, RAS #1551

cc: LandDev Consulting, LLC



Inspection Report

Article 9102, T.C.S.

Texas Accessibility Standards (TAS)

Inspection Date: February 21, 2022

TDLR Project Number: TABS2021000669

RAS: Arturo Pinero (License #1551)

Altura Project No: 20-157

PROJECT INFORMATION

Rosenbusch Ranch Phase 1
Lakeline Blvd, south of Carneros Ranch
Leander, TX 78641

Description: Single Family Residential, Right-of-way, drainage, utilities, and sidewalks

Scope: The scope of the project includes the requirements for TAS 201.1 and Elimination of Architectural Barriers Administrative Rules 68.102

OWNER INFORMATION

Rosenbusch Leander, LP
90 Casa Lane
Colleyville, Texas 76034

The following report identifies violations with the Texas Accessibility Standards (TAS).

No violations of the TAS were found.

REPORT COMMENTS

1. The scope of this report is limited to an inspection for compliance with the 2012 Texas Accessibility Standards (TAS). This report excludes a review for compliance with other accessibility requirements such as the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the 2010 Standards for Accessible Design.
2. The scope of the report excludes an inspection for compliance with building code requirements such as the International Building Code (IBC).
3. The report does not cover any elements or spaces which are not subject to the TAS. The report does not cover any elements or spaces that are outside of the scope of work of this project or outside of the property line as indicated by the construction documents.
4. Contact Arturo Pinero at (512) 410-7059 or at arturo@alturalp.com with any questions or comments.

-END OF REPORT



March 15, 2022

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

RE: Rosenbusch Ranch Phase 1 (20-PICP-023)
Engineer's Concurrence Letter

I, Xavier Garza, P.E., registered professional engineer, and/or members of our staff made a visual inspection of the above referenced project and periodically visited the site to observe the construction activities. Based on our observation, I represent, to the best of my knowledge, that the improvements within the Rosenbusch Ranch Phase 1 Construction Plans have been completed in general conformance with the approved construction plans.

Based on our construction observation and site visits, I have observed that the grading, water, wastewater, drainage, and paving infrastructure was constructed per the approved plans with insignificant deviations by the general contractor. I, therefore, verify the adequate completion of this project.

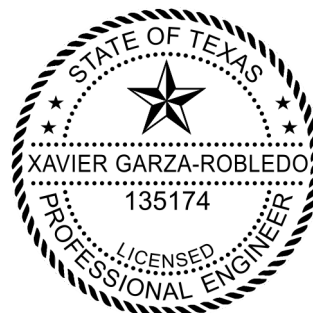
Note that this Concurrence Letter excludes the streetlights, warranty items and landscaping improvements. Performance & Payment Bonds, which cover the cost of these improvements, have been posted with the City of Leander to record the final plat.

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

Sincerely,

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

Xavier Garza, P.E.
LDC
TBPE Firm #16384



3/15/2022



May 18, 2022

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

RE: Rosenbusch Ranch Phase One (20-PICP-023)
Cost Summary Cover Letter

Dear Ms. Bradshaw,

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

Project Information:

Final Plat Legal Name as Recorded: Rosenbusch Ranch Phase One
Engineer of Record on Approved Construction Documents: Keith Parkan, P.E.
Contractor: Liberty Civil Construction, LLC
Owner: Continental Homes of Texas, L.P. by CHTEX of Texas, Inc.
Name of Bank Bond for Fiscal Posting: Argonaut Insurance Company*
Name of Bank Bond for Maintenance Bonds: North American Specialty Insurance Company

*Fiscal was posted previously to record the final plat. A copy of the previous P&P bond is provided with this package.

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

Cost Summary

Cost Category	Amount
Streets	\$1,267,160.79
Drainage	\$3,088,260.26
Wastewater	\$853,701.88
Water	\$644,167.00
Total:	<u>\$5,853,289.93</u>
Maintenance Bond (10%):	\$585,329.00

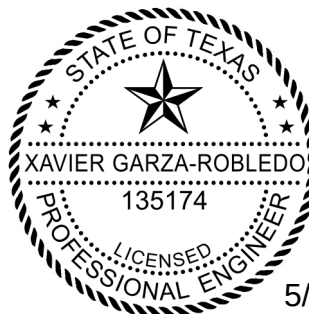
Inspection Fee

Total Improvements:	\$5,853,289.93
Currently Paid Inspection Fees:	\$217,416.25
<u>Inspection Fees (3.5%):</u>	<u>\$204,865.15</u>
Remaining Inspection Fees to be Paid:	-\$12,551.10

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

Sincerely,

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



5/18/2022

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Liberty Civil Construction, LLC
as Principal, whose address is 2937 Hero Way, Leander, TX 78641 and
North American Specialty Insurance Company a Corporation organized under the
laws of the State of New Hampshire, 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 Five Hundred Eighty-five Thousand Three Hundred Twenty-nine And No/100
(\$ 585,329.00) to which payment will and truly to be made we do bind ourselves, our and each
of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by
these presents.

WHEREAS, the said Principal has constructed _____
Rosenbusch Ranch Phase 1 Public Improvements Construction Plans - 20-PICP-023
 (the “improvements”) pursuant to the ordinances of the Oblige, 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 28th day of February, 2022.

Liberty Civil Construction, LLC

Principal

By: 

Title: Michael Ehrhardt, President

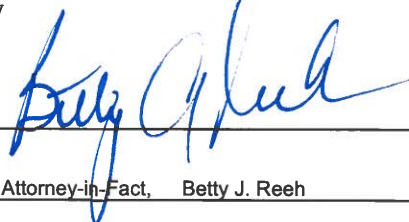
Address: _____

2937 Hero Way

Leander, TX 78641

North American Specialty Insurance Company

Surety

By: 

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

Address: _____

1200 Main Street, Suite 800

Kansas City, MO 64105

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

Acrisure, LLC dba IBTX

32335 US Highway 281 N, Suite 1201, Bulverde, TX

(Seal)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

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

JOINTLY OR SEVERALLY

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

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

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

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

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



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Erik Janssens, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 30th day of NOVEMBER, 2021.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 30th day of NOVEMBER, 2021, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Erik Janssens, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of February, 2022.

[Signature]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

You may call **Washington International Insurance Company and/or North American Specialty Insurance Company's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Washington International Insurance Company and/or North American Specialty Insurance Company** at the following address:

**1450 American Lane, Suite 1100
Schaumburg, IL 60173**

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

1- 800-252-3439

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

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

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Washington International Insurance Company and/or North American Specialty Insurance Company**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims**, al **1-800-338-0753**.

Usted puede llamar al numero de telefono gratis de **Washington International Insurance Company and/or North American Specialty Insurance Company's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Washington International Insurance Company and/or North American Specialty Insurance Company** al:

**1450 American Lane, Suite 1100
Schaumburg, IL 60173**

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

1- 800-252-3439

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

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Washington International Insurance Company and/or North American Specialty Insurance Company** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

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

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: February 28, 2022

Developer: Continental Homes of Texas, L.P. by CHTEX of Texas, Inc.

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

Project : **Rosenbusch Ranch Phase 1 Public Improvements Construction
Plans (20-PICP-023)**

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

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

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

Initialed:



SUBSCRIBED AND SWORN TO BY Affiant on this 28 day of February, 2022.

AFFIANT:

Signature: _____

[Signature]

Typed Name: Michael Ehrhardt

Title: President

STATE OF TEXAS

COUNTY OF WILLIAMSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of February, 2022.

[S E A L]



[Signature]

Notary in and for the State of Texas

Name: Stacy Small

My commission expires: 03/04/2024

Initialed: _____

[Initials]



EXECUTIVE SUMMARY
06/02/2022

AGENDA SUBJECT:

Approval of purchase of one (1) skid steer from Ewald Kubota, Inc. in the amount of \$70,329.69 utilizing the Sourcewell Co-Op Contract; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

On November 4, 2021, council approved for the purchase of one (1) skid steer for Public Works Street Maintenance Department from Waukesha-Pearce Industries, Inc. in the amount of \$67,900.00. However, the purchase was unsuccessful due to the sales representative from Waukesha-Pearce Industries, Inc. not filing the purchase paperwork to the manufacture in a timely manner. Current wait time from this vendor is now approximately two (2) years. Therefore, staff is recommending to purchase the equipment from a new vendor, Ewald Kubota, Inc. which has the equipment available.

Local Government Code Sec. 271.012: Cooperative Purchasing Program Participation, provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. Sourcewell Contract #040319 will be used.

RECOMMENDATION:

Staff respectfully requests the approval of purchase of budgeted equipment in the amount of \$70,329.69 from Ewald Kubota, Inc. and the Sourcewell Co-op contracts noted.

PRESENTER:

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

Fiscal Impact

<u>Amount requested:</u>	\$70,329.69
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	Vehicle Reserve / 14-21-7100

Attachments

1. Kubota Quote

-- Standard Features --

-- Custom Options --



S Series SVL97-2HFC

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Final Tier 4 Certified Kubota
 Diesel Engine
 Electronic Travel Torque
 Management System
 Vertical Lift Path Loader Frame
 Standard Front Quick Coupler,
 Float Standard
 Hydraulic Quick Coupler Option
 Loader Arm Self-Leveling
 Loader Boom Lock
 Open ROPS/FOPS
 Optional enclosed and
 pressurized cab with A/C
 High Back, Adjustable, Vinyl,
 Suspension Seat
 2" Retractable Seat Belt And 2-
 Piece Seat Bar
 23.1 gpm Auxiliary Hydraulics
 Standard, 40.0 gpm Option
 Case Drain Line
 Rigid Mounted Undercarriage, 5
 Lower Track Rollers
 High Grip Rubber Tracks, 17.7"
 Standard
 Two Speed Travel System
 Automatic Wet Disk Parking
 Brake
 Kubota 4 Hydraulic Pump Load
 Sensing System
 2 Variable Displacement
 Pumps
Rearview Camera
KubotaNOW Telematics
Lockable DEF Cap Guard
 Hydraulic Joystick Controls
 ISO Operating Pattern
 Dial Knob and Foot Throttle
 Controls
 Stall Guard Engine Controls
 Automatic Glow Plugs
 Key Switch Stop System
 Self Bleed Fuel System
 2 Front and 2 Rear Working
 Lights
 Hour Meter, Engine Temperatur,
 DEF, and Fuel Gauges and
 Warning Lights
 Lockable DEF Tank Cap
 Lockable Fuel Cap
 Radio Ready on Enclosed
 Cabs

BASIC UNITS

SVL97-2S, 17.7" Rubber Tracks,
 Open ROPS/FOPS Cab
 Quick Coupler

OPERATIONAL

DIMENSIONS

Operating Weight*, SVL97-2s,
 17.7" Rubber Tracks, Open
 ROPS/FOPS Cab,
 Mechanical Quick Coupler 11,299
 lbs.
 Rated Operating Capacity (ROC)
 @ 35%
 of Tipping Load complies with ISO
 14397-1
 and SAE J 818) 3,200 lbs.
 Rated Operating Capacity (ROC)
 @ 50%
 of Tipping Load 4,572 lbs.
 Tipping Load 9,143 lbs.
 Auxiliary Hydraulics Flow 24 / 40.0
 gpm
 Travel Speed (Low / High) 5.0 / 7.3
 mph
 Reach @ Maximum Height 40.7"
 Height to Hinge Pin 128.6"
 Ground Pressure 4.5 psi.
 Traction Force 12,178 lbf.

* Includes operator's weight, 175
 lbs.

ENGINE

V3800-Tier 4 Kubota Final Tier 4
 Diesel Engine
 4 Cylinder, 4 Cycle, Turbo Charged
 96.0 Gross HP @ 2400 rpm

DIMENSIONS

Cab Height 83.4"
 Width (without attachment) 77.2"
 Length (without attachment) 123.5"
 Length of Track on Ground 65.6"

SVL97-2HFC Base Price: \$86,809.00

(1) SVL REAR VIEW CAMERA KIT inc.
 S6780-SVL REAR VIEW CAMERA KIT

(1) SVL TELEMATICS HARNESS inc.
 S6702-SVL TELEMATICS HARNESS

(1) KubotaNOW TELEMATICS MODEM inc.
 DCU6700-KubotaNOW TELEMATICS MODEM

(1) HOSE STAY FOR SSV/SVL MODELS \$102.00
 S6763-HOSE STAY FOR SSV/SVL MODELS

(1) 80" HEAVY DUTY LOW PROFILE LONG \$2,458.00
 FLOOR BUCKET (20.9 CU-FT) W/TEETH
 AP-HD80LLT-80" HEAVY DUTY LOW PROFILE LONG FLOOR
 BUCKET (20.9 CU-FT) W/TEETH

Configured Price: \$89,369.00

Sourcewell Discount: (\$21,448.56)

SUBTOTAL: \$67,920.44

1Yr SVL97-2HFC Extended Warranty (3000 hrs.) \$1,200.00

Dealer Assembly: \$0.00

Freight Cost: \$831.25

PDI: \$378.00

Total Unit Price: \$70,329.69

Quantity Ordered: 1

Final Sales Price: \$70,329.69

**Purchase Order Must Reflect
 the Final Sales Price**

**To order, place your Purchase Order directly with the quoting
 dealer**

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



EXECUTIVE SUMMARY
06/02/2022

AGENDA SUBJECT:

Approval of purchase of one (1) sewer jet camera truck from Cavender Grande Ford in the amount of \$286,616.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Solicitation #S22-027, requesting proposal for Public Works sewer jet camera truck, was issued on May 5, 2022. Three (3) bids were received and opened on Friday, May 20, 2022. The high scoring proposal was submitted by Cavender Grande Ford. They provided the fastest delivery time (350-450 days) with the lowest price. All bids received were submitted with similar vehicle technical configuration and specifications.

RECOMMENDATION:

Staff respectfully requests the approval of purchase of budgeted one (1) sewer jet camera truck from Cavender Grande Ford in the amount of \$286,616.00; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

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

Fiscal Impact

<u>Amount requested:</u>	\$286,616.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	Vehicle Reserve / 14-21-7100

Attachments

1. S22-027 PW Sewer Jet Camera Truck Evaluation Sheet

Bid Info: City of Leander Public Works Sewer Jet Camera Truck

Solicitation No. S22-027 Opening: 5/20/2022

EVALUATION CRITERIA	Max Points			
Project Pricing; Price of Vehicle and Added Value	30	23	28	22
		\$322,789.00	\$286,616.00	\$320,738.00
Vehicle Specifications and Performance; Training Provided, Proposed vehicle specifications, and performance		50	50	50
	5			
Delivery Time Frame		3	4	5
	15	360-480 Days	350-450 Days	273 Days
References		15	15	15
Acceptable/ Inacceptable	100			
TOTAL:		91	97	92

AWARD



EXECUTIVE SUMMARY
06/02/2022

AGENDA SUBJECT:

Approval of Development Agreement Case 22-DA-006 regarding the QuikTrip #4165 Development on one (1) parcel of land approximately 2.134 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R080605; and generally located to the southeast of the intersection E. Crystal Falls Parkway and 183A Toll Road, Leander, Williamson County, Texas.

BACKGROUND:

The purpose of this Development Agreement is to implement masonry standards associated with the project. This agreement will allow for the City to enforce the development standards set forth in the agreement through the building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.

This agreement requires that all structures are comprised of one hundred (100%) percent masonry. Masonry includes stone, brick, stucco, or factory tinted split faced concrete masonry unit.

APPLICANT/AGENT:

QT South LLC

PRESENTER:

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

Attachments

1. Development Agreement

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE QUIKTRIP AT CRYSTAL VILLAGE PHASE 1 - LOT 5**

This Development Agreement Establishing Development Standards for the **QuikTrip Store #4165** (the "Agreement") is made and entered into, effective as of the ____ day of _____, 20____, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **QT South LLC, a Texas limited liability company** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 2.134 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for commercial use (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the developer of other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

- (a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6.

Section 3. Development Standards.

- (a) **Development Requirements.** The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least one hundred percent (100%) of the combined exterior surface area of all walls, including all stories of buildings / structures, and the fuel canopy columns shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.
- (b) **Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

Section 4. Development of the Property. Except as modified by this Agreement, the Development and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances and the zoning regulations applicable to the Property, and such amendments to City ordinances and regulations that may be applied to the Development and the Property under Chapter 245, Texas Local Government Code, and good engineering practices (the "Applicable Regulations"). If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.

Section 5. Assignment of Commitments and Obligations; Covenant Running with the Land.

- (a) Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.
- (b) This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 6. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards.

Section 7. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 8. Attorneys Fees. In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 9. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 10. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or

overcome such inability with all reasonable dispatch.

- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 11. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

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

With copy to:

The Knight Law Firm, LLP
Attn: Paige H. Saenz, Partner
223 West Anderson Lane, Suite A-105
Austin, Texas 78752
Travis County

Any notice mailed to the Developer shall be addressed:

QT South, LLC
Attn: Michael Z. Ward, Real Estate Manager
2007 Sam Bass Road, Suite 100
Round Rock, TX 78681
Williamson County

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 12. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully

severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 14. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

Section 15. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 16. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

Section 17. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 18. Recordation. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

Section 20. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

Section 21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term

“boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

Section 22. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Section 23. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 24. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property Description & Sketch

EXECUTED in multiple originals this the ____ day of ____, 20__.

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: Dara Crabtree

Title: City Secretary

By: _____

Name: Christine DeLisle

Title: Mayor

**THE STATE OF TEXAS §
COUNTY OF _____ §**

This instrument was acknowledged before me on this ____ day of ____, 20__, by _____, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

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 10 day of MAY, 2022, by MICHAEL Z. WARD, REAL ESTATE of QT SOUTH, LLC, a TEXAS LIMITED company, on behalf of said company. MANAGER LIABILITY

(SEAL)

Robert Costello
Notary Public, State of Texas

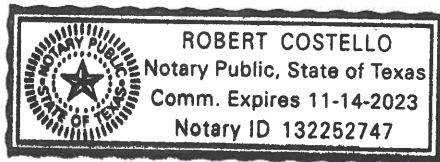
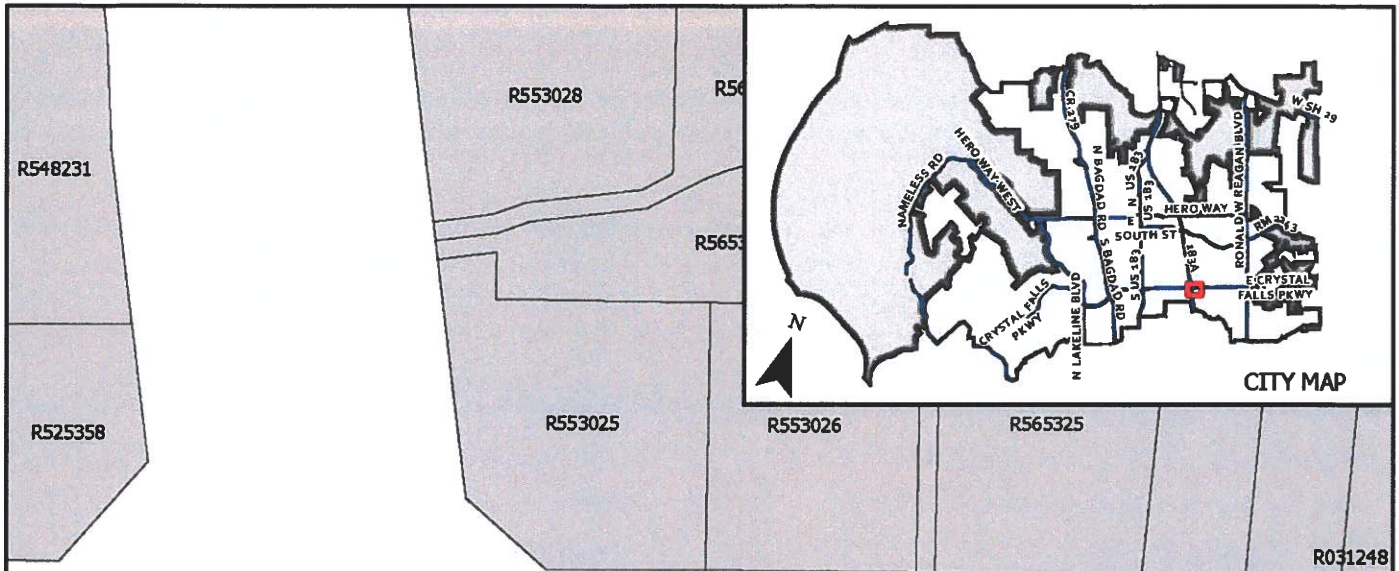


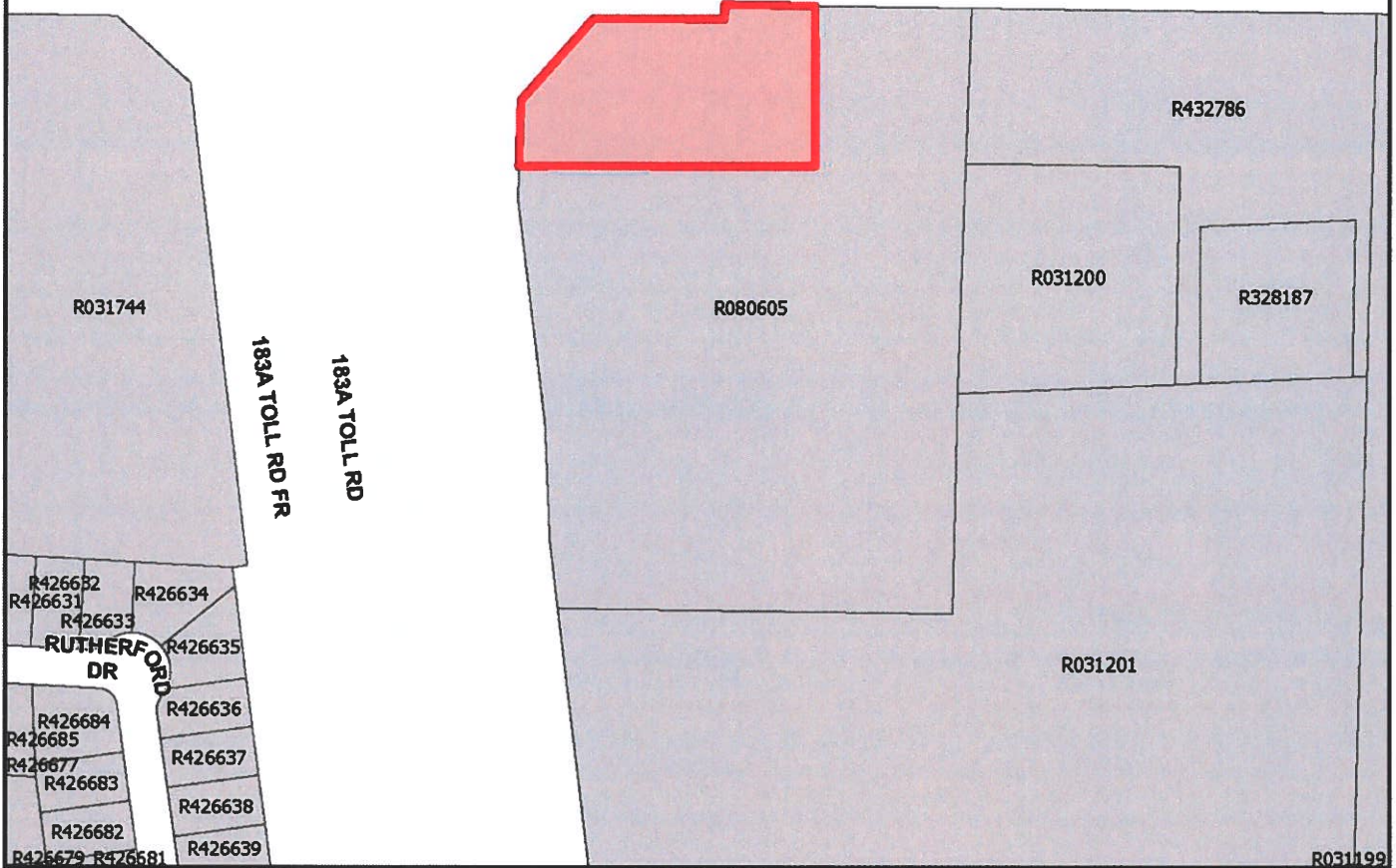
Exhibit "A"

The "Property"

LOT 5, CRYSTAL VILLAGE PHASE ONE, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN DOCUMENT NO. 2022037371, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS



E CRYSTAL FALLS PKWY



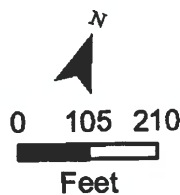
CASE: 22-DA-006

EXHIBIT A

QUIKTRIP #4165
MASONRY
DEVELOPMENT AGREEMENT

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



EXECUTIVE SUMMARY
06/02/2022

AGENDA SUBJECT:

Approval of Development Agreement Case 22-DA-010 regarding the Glenwood Apartments Development on one (1) parcel of land approximately 4.88 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R314038; and located at 2804 Bagdad Road, Leander, Williamson County, Texas.

BACKGROUND:

The purpose of this Development Agreement is to implement masonry standards associated with the project. This agreement will allow for the City to enforce the development standards set forth in the agreement through the building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.

This agreement requires that all structures are comprised of at least eight-five (85%) percent masonry for the first story walls and fifty (50%) percent for each additional story. Masonry includes stone, brick, stucco, or factory tinted split faced concrete masonry unit.

APPLICANT/AGENT:

NV2 Bagdad Road 84, LLC

PRESENTER:

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

Attachments

1. Development Agreement
2. Location Exhibit

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE GLENWOOD APARTMENTS**

This Development Agreement Establishing Development Standards for the **GLENWOOD APARTMENTS** (the "Agreement") is made and entered into, effective as of the ____ day of _____, 20____, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **NV2 Bagdad Road 84, LLC** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 4.88 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for multi-family apartments (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

- (a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6.

Section 3. Development Standards.

- (a) **Development Requirements.** The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least eight-five (85%) percent for first story walls and fifty (50%) percent for each additional story shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.
- (b) **Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

Section 4. Development of the Property. Except as modified by this Agreement, the Development and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances and the zoning regulations applicable to the Property, and such amendments to City ordinances and regulations that may be applied to the Development and the Property under Chapter 245, Texas Local Government Code, and good engineering practices (the "Applicable Regulations"). If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.

Section 5. Assignment of Commitments and Obligations; Covenant Running with the Land.

- (a) Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.
- (b) This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 6. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards.

Section 7. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 8. Attorneys Fees. In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 9. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 10. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by

the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 11. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

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

with copy to:

The Knight Law Firm, LLP
Attn: Paige H. Saenz, Partner
223 West Anderson Lane, Suite A-105
Austin, Texas 78752
Travis County

Any notice mailed to the Developer shall be addressed:

NV2 Bagdad Road 84, LLC
Attn: Glenn Gonzales or Mike Woodfield (owners)
2800 Caballo Ranch Blvd.
Cedar Park, Texas 78613
Williamson

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 12. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 14. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

Section 15. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 16. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

Section 17. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 18. Recordation. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

Section 20. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

Section 21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of

Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

Section 22. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Section 23. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 24. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property Description & Sketch

EXECUTED in multiple originals this the _____ day of _____, 20____.

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____
Name: Dara Crabtree
Title: City Secretary

By: _____
Name: Christine DeLisle
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

By: *[Signature]*
Name: Glenn C. Gonzales
Title: Managing Member

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 16 day of May, 2022, by Glenn C. Gonzales, Managing Member of 112 Baghdad Road, a Texas company, on behalf of said company. 84, LLC

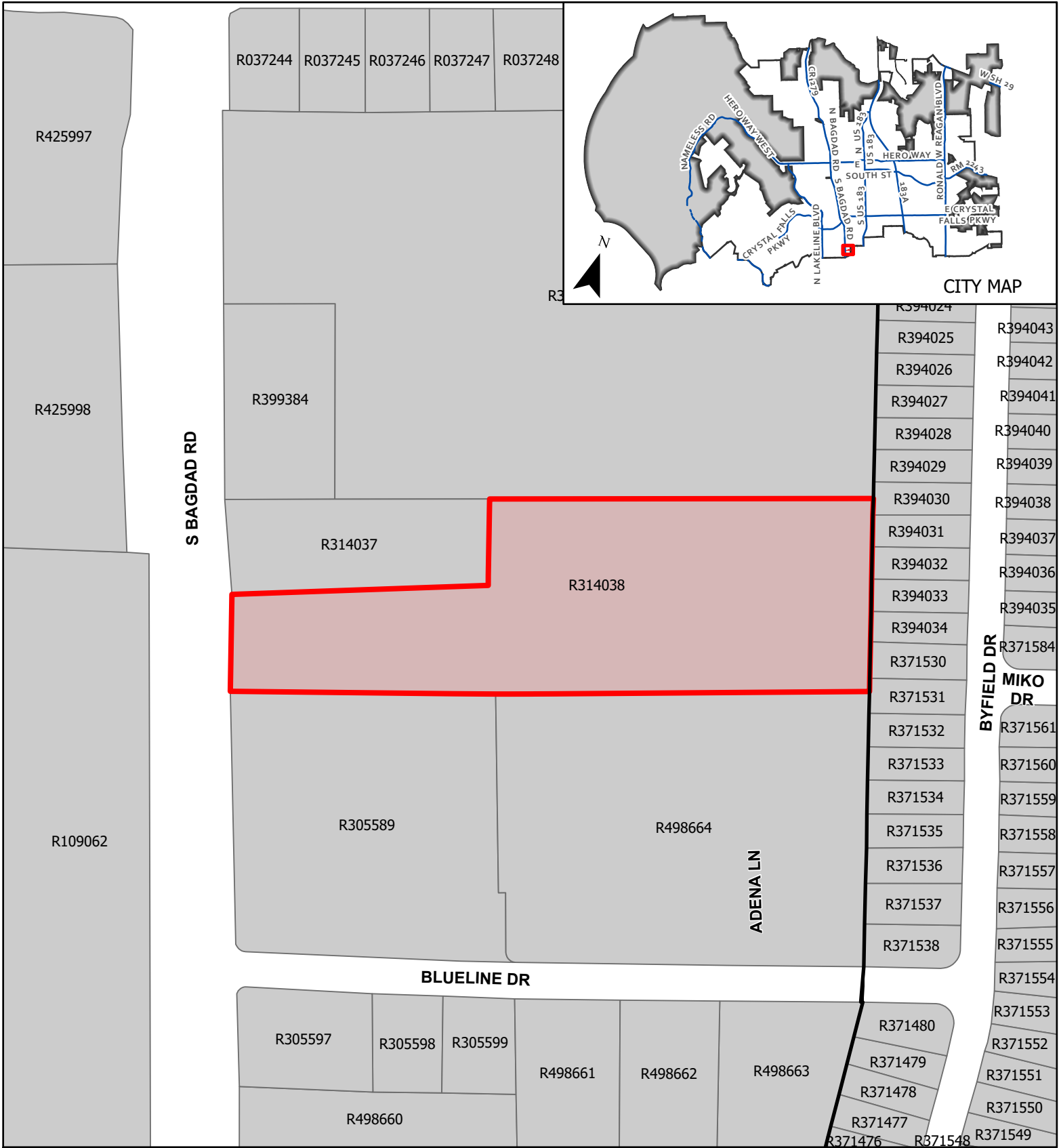
(SEAL)

[Signature]
Notary Public, State of Texas



EXHIBIT “A”

Written to describe a portion of Lot 2, *BEAUCREST, SECTION 1* (an addition to the City of Leander, Texas), recorded in Cabinet I, Slide 222 of the Plat Records of Williamson County, Texas.



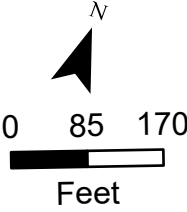
CASE: 22-DA-010

EXHIBIT A

GLENWOOD
APARTMENTS

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



EXECUTIVE SUMMARY
06/02/2022

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case 22-Z-008 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) to adopt the 50 High Gabriel Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial) on one (1) parcel of land approximately 2.3 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032240; and more commonly known as 50 High Gabriel East, Leander, Williamson County, Texas.

BACKGROUND:

This request is the second step in the zoning process. The Planning & Zoning Commission postponed action on the case during the April 28, 2022 meeting to allow staff time to review the Commission's concerns regarding the permitted uses and to consult with the City Attorney. The Planning & Zoning Commission recommended approval during the May 12, 2022 meeting.

HISTORY/TIMELINE:

04/28/2022 - Planning & Zoning Commission, 1st Public Hearing
05/12/2022 - Planning & Zoning Commission, Action
05/19/2022 - City Council, 2nd Public Hearing

APPLICANT/AGENT:

Kirkman Engineering, LLC (Shea Kirkman) on behalf of Sharon Lockhart Seaman, Gary Seaman, and Joel Seaman.

RECOMMENDATION:

The City Council approved the request during the May 19, 2022 meeting.

PRESENTER:

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

Attachments

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



PLANNING ANALYSIS

ZONING CASE 22-Z-008
50 HIGH GABRIEL

GENERAL INFORMATION

Owner/Agent: Kirkman Engineering, LLC (Shea Kirkman) on behalf of Sharon Lockhart/Seaman.

Current Zoning: SFS-2-B (Single-Family Suburban)

Proposed Zoning: GC-3-C (General Commercial)

Size and Location: The property is located at 50 High Gabriel East, including approximately 2.3 acres.

Staff Contact: Michael Chenausky AICP
Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to develop the property as commercial.

STAFF CONCLUSIONS

Y N

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

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	SFS-2-B, ETJ	Undeveloped and Large lot residential
EAST	ETJ	Large lot residential
SOUTH	PUD	The Cottages at Bryson and the Bryson subdivision.
WEST	PUD	Monarch PUD under review

SURROUNDING AREA:

This property is located off 183A Toll Rd. south of High Gabriel East. The property is bound by the Cottages at Bryson (under construction) and the Bryson residential subdivision to the south. The western portion of the property fronts the 183A Toll Rd. across from the Monarch PUD which includes commercial and residential development currently under review. The properties to the north and east include both undeveloped lots and large lot residential which fall under the Multi-Use Corridor and ETJ respectively.

PHYSICAL AND NATURAL FEATURES:

This property shows significant tree cover which will need to comply with the City's tree preservation requirements. The site will be evaluated for drainage criteria later in the development process.

PROPERTY HISTORY:

This property was annexed in to the City of Leander on March 23, 2005.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- No previous zoning cases.

MAJOR CORRIDORS:

This property has access onto 183A Toll Rd. and High Gabriel East.

TRANSPORTATION PLAN REQUIREMENTS:

Driveways along High Gabriel East will be reviewed by Engineering staff at a later development stage. The driveway spacing along High Gabriel East will be dictated by the Austin Transportation Criteria Manual. The ultimate build out of High Gabriel East may be determined by the Engineering Department during the development process.

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- No previous subdivision cases.

EXISTING UTILITIES:

This property has access to an 8" water and 8" wastewater line located in the Bryson subdivision.

CURRENT LAND USES:

This property is currently undeveloped.

PROPOSED ZONING DISTRICT:**USE COMPONENT****GC – GENERAL COMMERCIAL:**

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

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

SITE COMPONENT**TYPE 3:**

Features: Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.

Intent:

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

ARCHITECTURAL COMPONENT**TYPE C (non-residential only):**

Features: 3 or more architectural features.

Intent:

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

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

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

Applicable Future Land Use categories**MULTI-USE CORRIDOR**

- The Multi-Use Corridor future development category is intended for mixed-use areas to be developed at a higher density/intensity and with uses not primarily supported in Neighborhood Residential. These areas are intended to provide for a mix of both commercial and residential uses that are not integrated into neighborhoods but maintain a seamless, compatible transition between residential and commercial uses.

Multi-Use Corridors are not intended for strip commercial nor are they expected to be predominantly commercial. These corridors have been identified as opportunity areas for businesses and daily services, high-intensity residential such as townhouses, civic and employment uses, but also traditional single-family neighborhoods where streets access these corridors.

These areas are intended to be developed with an auto-oriented character, which means vehicles and parking areas are a primary visual characteristic from the street. Access management is recommended to maintain safe traffic movement along these streets. Appropriate bufferyards are required to ensure compatibility with adjacent Neighborhood Residential.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:**DEVELOPMENT MEETING**

A development meeting was held with Staff on 12/20/2021. The following changes were made to the project since the development meeting was held:

- No significant changes.

The following ordinance changes occurred following the development meeting which may have impacted this project.

- No applicable changes.

NOTIFICATION

04/07/2022 - Public Notice on Hill Country News
 04/13/2022 - Mail Notification to Property Owners within 200'
 04/13/2022 - Public Hearing Signage Posted on Property
 04/28/2022 - Planning and Zoning Commission Public Hearing
 05/19/2022 - City Council Public Hearing & First Reading of the Ordinance
 06/02/2022 - 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.

See attachment 7 in the packet for the Neighborhood Outreach form. Below is a list of comments/concerns that were discussed during the meeting:

- Traffic, noise and light pollution to surrounding properties.

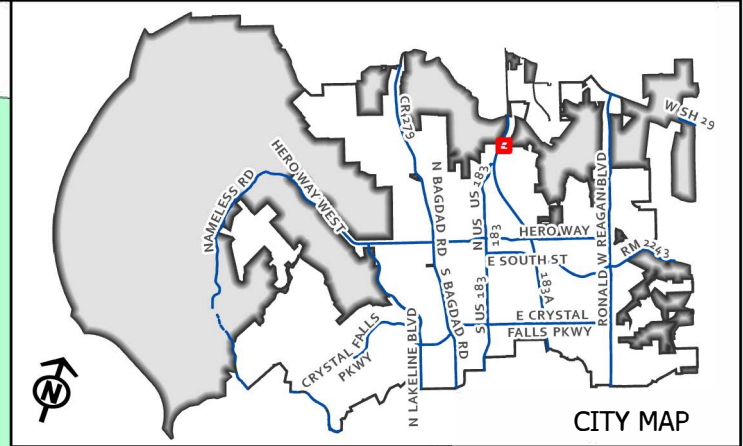
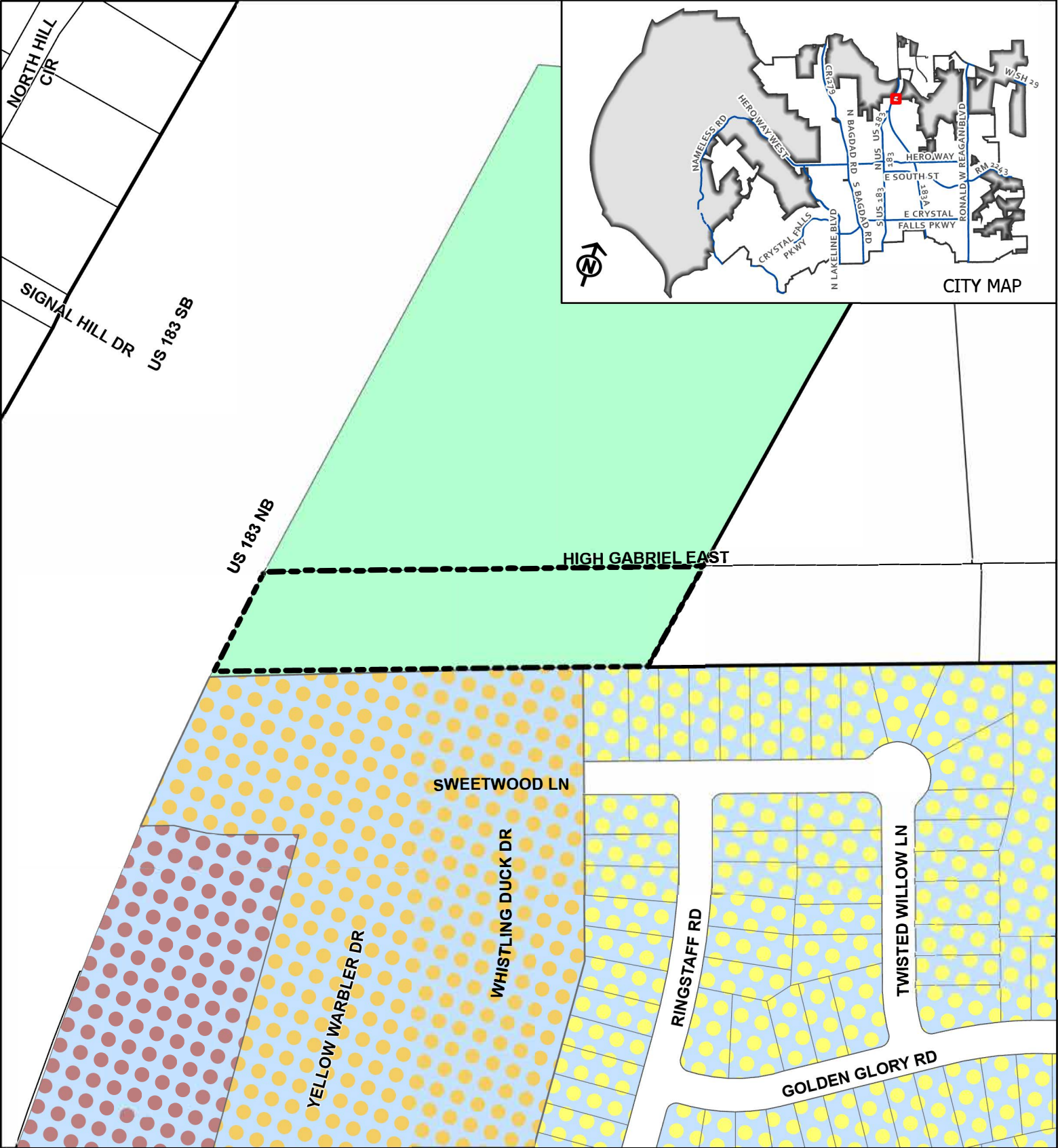
The following changes were made to address issues discussed.

- Access to the site proposed off 183A Toll Rd. Proposed site design with buildings backing to residential to reduce noise and maintain privacy.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

The Future Land Use map identifies 183A Toll Rd as a Priority Multi-Use Corridor, which is compatible with commercial retail, office, and personal service uses.

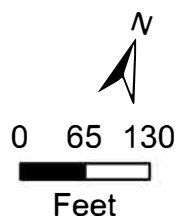


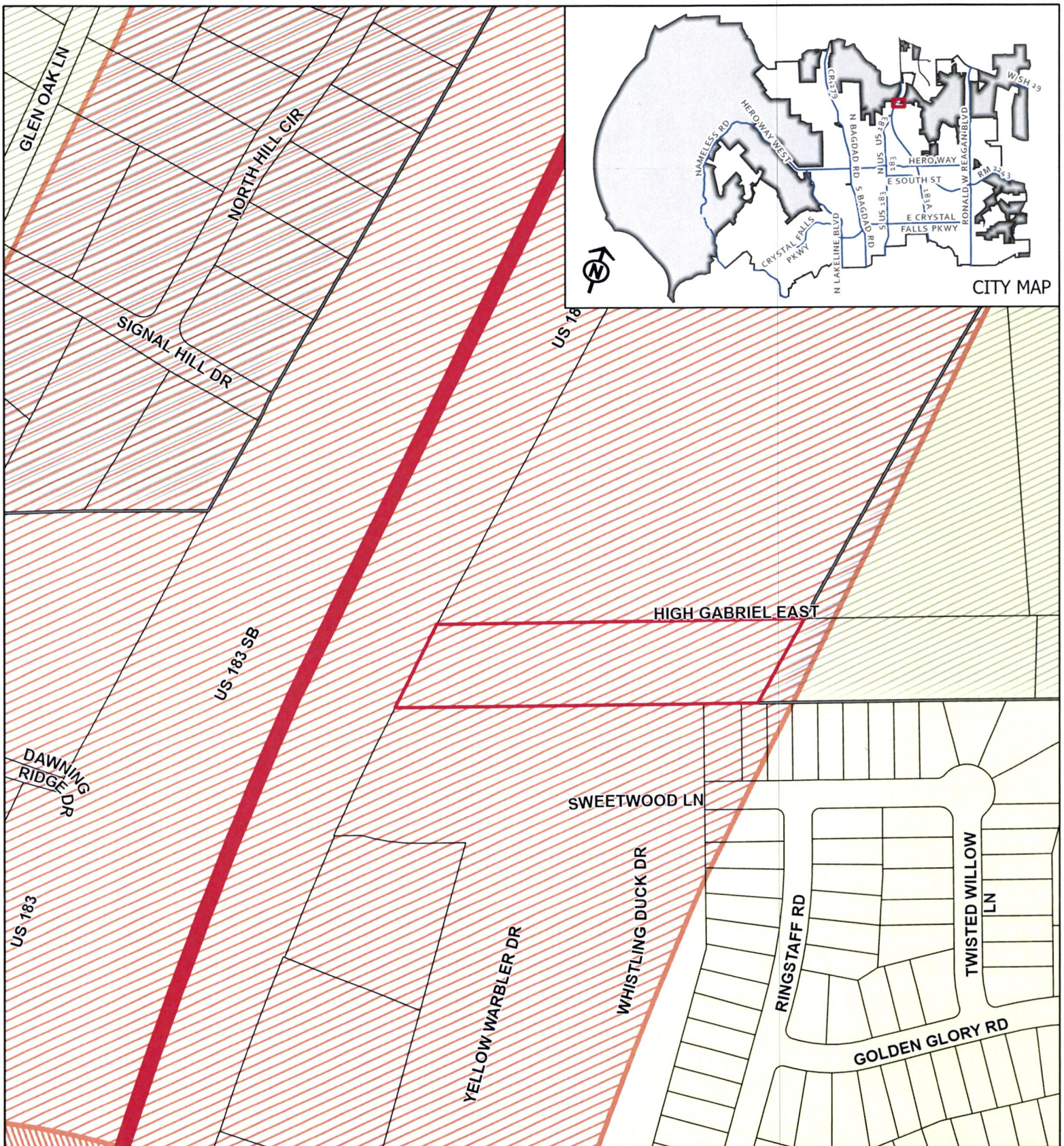
CASE: 22-Z-008 ATTACHMENT #2 50 HIGH GABRIEL EAST

Current Zoning 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 | LC - Local Commercial |
| Leander ETJ | PUD - Single-Family |
| Subject Area | PUD-CH |
| SFS - Single-Family Suburban | PUD - Local Commercial |





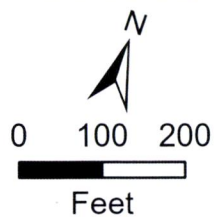
CASE: 22-Z-008

ATTACHMENT #3

50 HIGH
GABRIEL EAST

Future Land Use Map

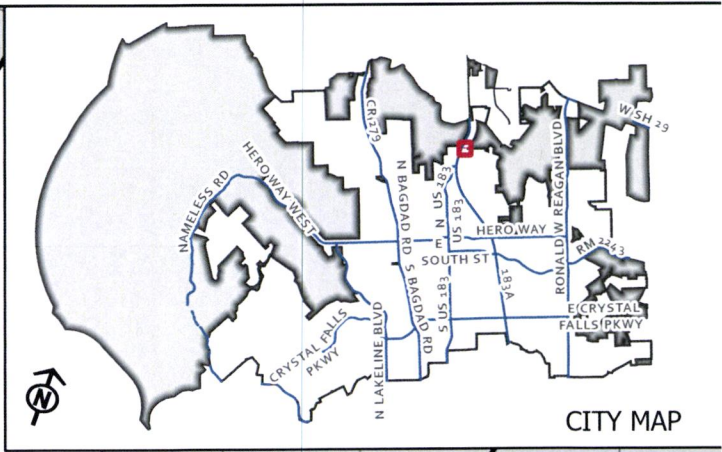
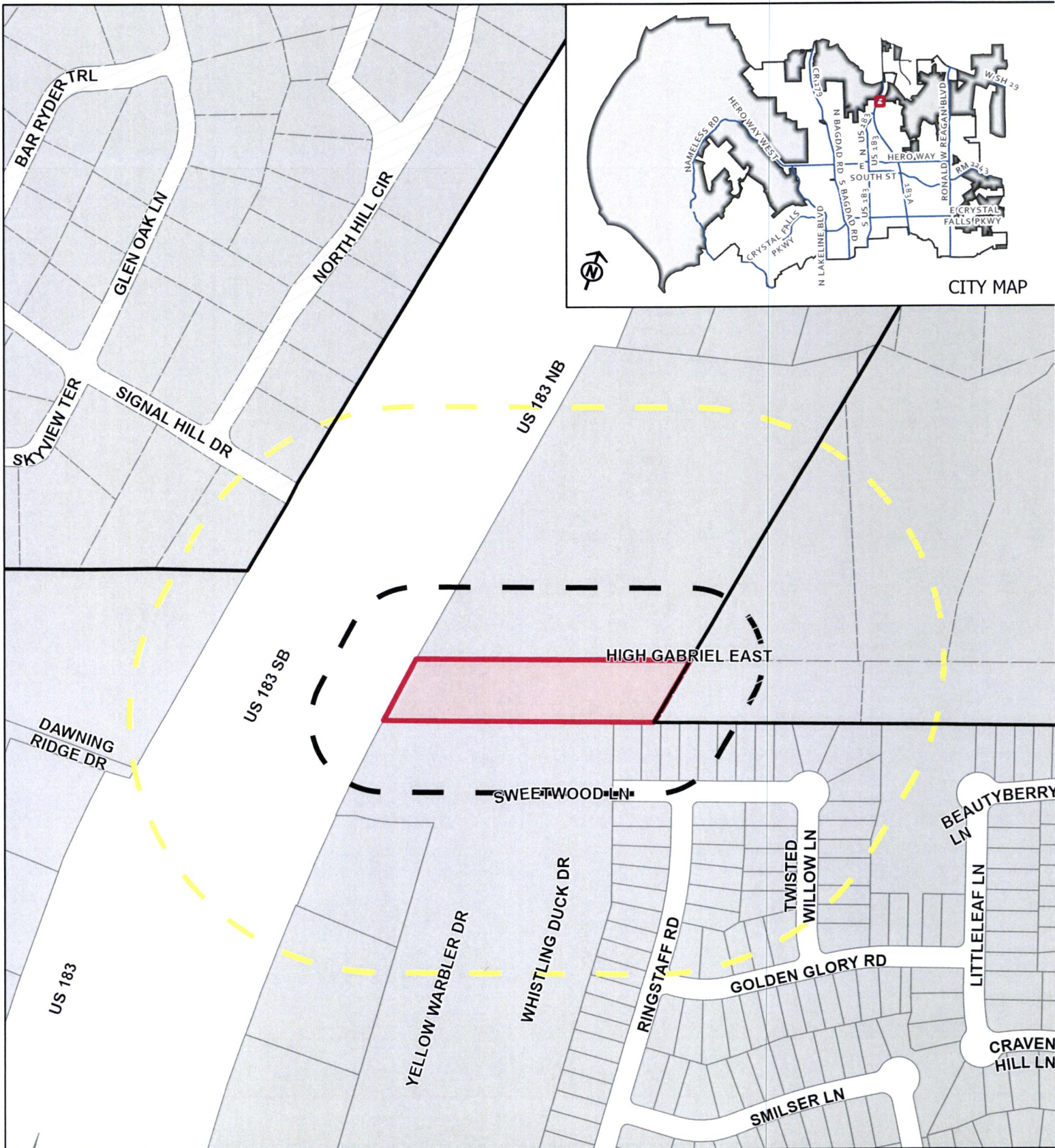
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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



- Leander City Limits
- Leander ETJ
- Subject Area
- Access Controlled, Existing

Future Land Use

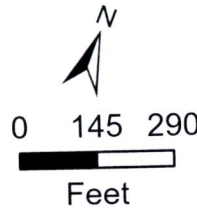
- Neighborhood Residential
- Multi-Use Corridor - Priority Corridor
- Neighborhood Center - Priority Corridor



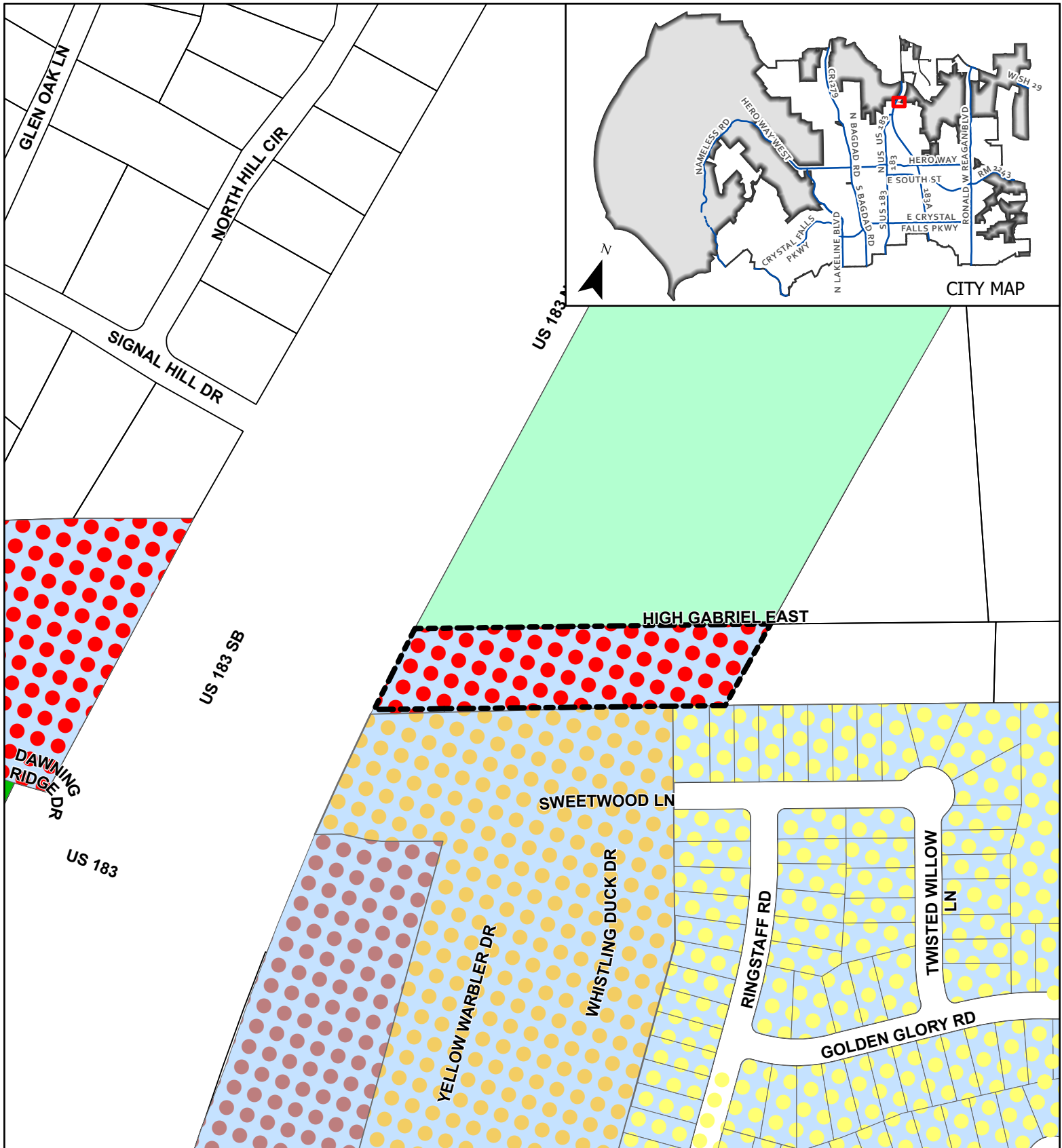
CASE: 22-Z-008 ATTACHMENT #4 50 HIGH GABRIEL EAST

Public Notification

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



CASE: 22-Z-008

ATTACHMENT #5

50 HIGH
GABRIEL EAST

Proposed Zoning Map



Subject Area



SFR - Single-Family Rural



SFS - Single-Family Suburban



LC - Local Commercial



PUD - Single-Family



PUD-CH

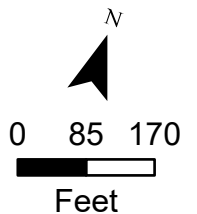


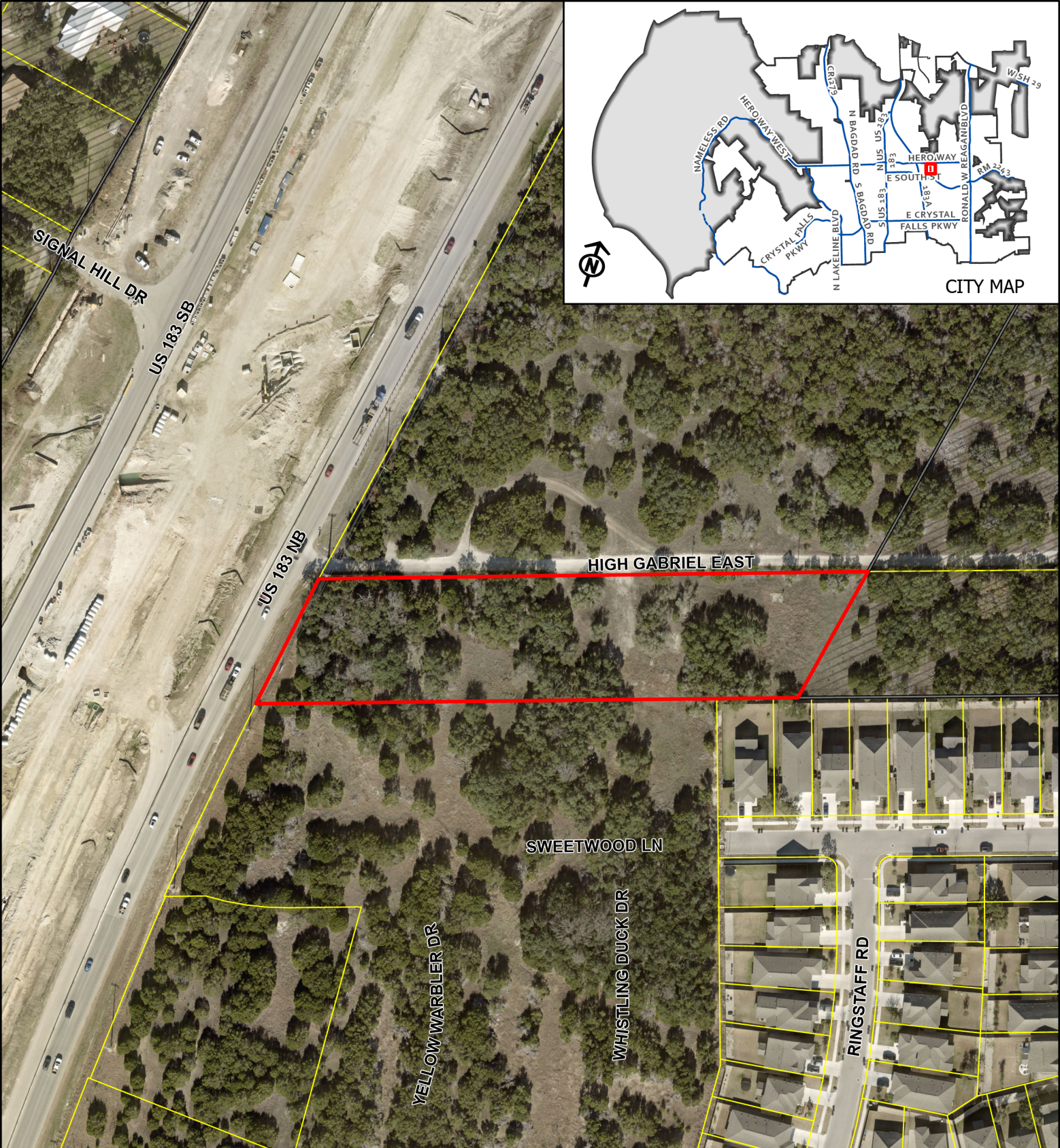
PUD - Local Commercial



PUD - General Commercial

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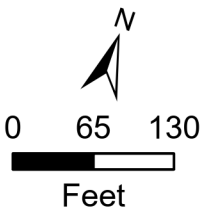
CASE: 22-Z-008

ATTACHMENT #6

50 HIGH
GABRIEL EAST

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

50 High Gabriel East Minor Planned Unit Development

A. Purpose and Intent

1. The 50 High Gabriel East PUD is comprised of approximately 2.3 acres, as shown in **Exhibit B**. The development of this property includes commercial uses.

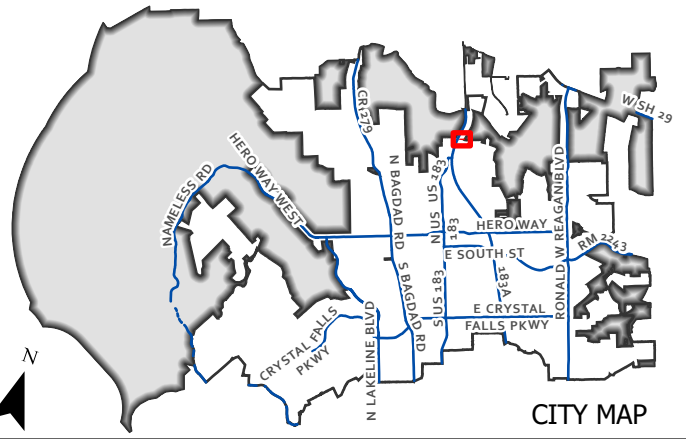
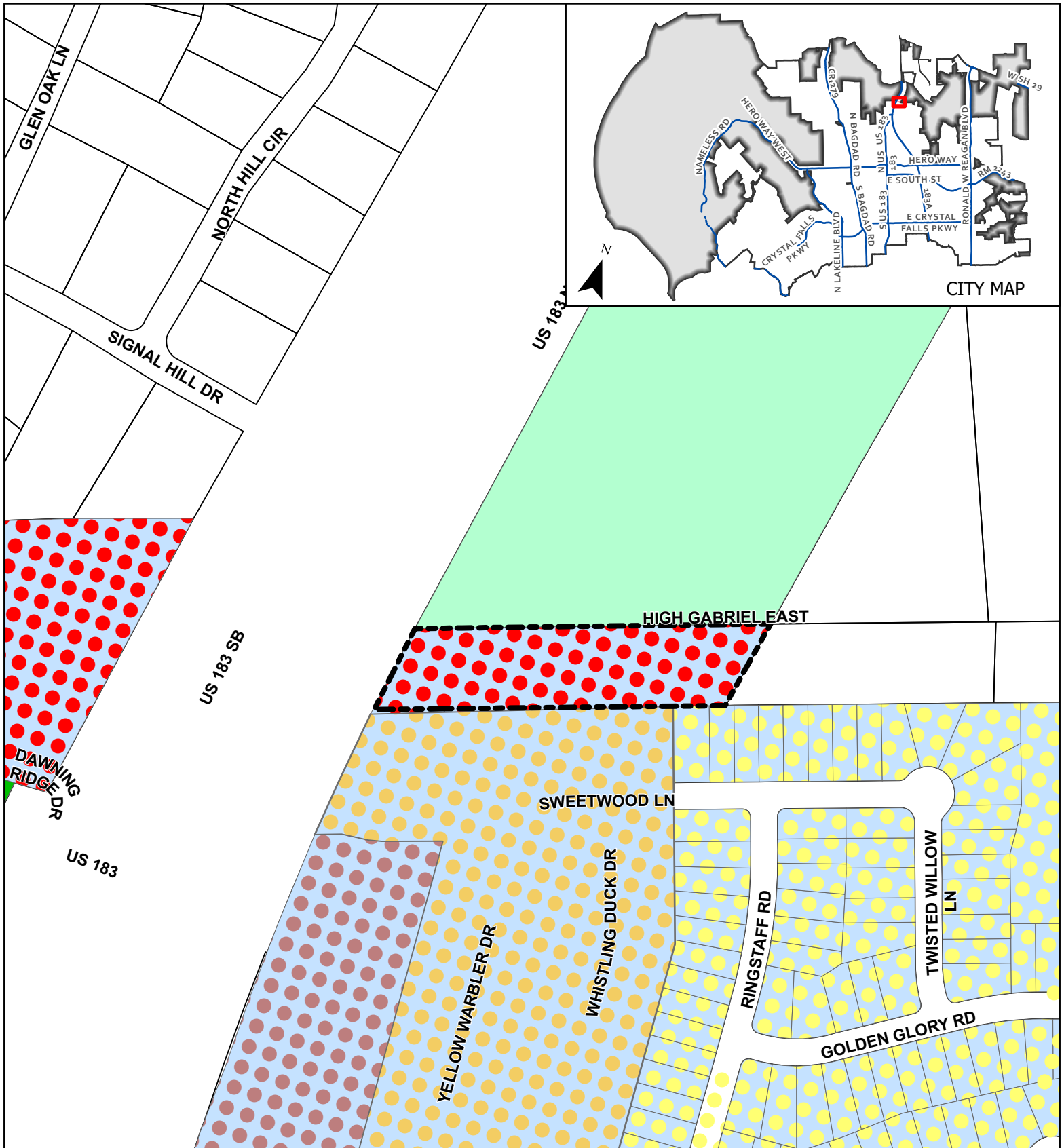
B. Applicability and Base Zoning

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 districts have been selected from the Leander Composite Zoning Ordinance.

GC-3-A (General Commercial)

C. Allowable / Prohibited Uses

1. The allowable uses shall include those permitted items within GC-3-A General Commercial District.
2. The prohibited uses shall include:
 - a. Animal boarding
 - b. Bar, nightclub or private club
 - c. 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. Equipment and furniture or other similar goods sales, repair and service
 - d. Farms or truck gardens, limited to the propagation and cultivation of plants and provided further that no poultry or livestock shall be housed within two hundred (200) feet of any property line.
 - e. Liquor store
 - f. Funeral home, including embalming and crematory facilities associated with an on-site funeral home or cemetery.
 - g. Manufactured housing sales and accessory building sales
 - h. Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals
 - i. New vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop
 - j. Outdoor nursery
 - k. Wholesale activities with less than 3,500 square feet of gross area of the business.



CASE: 22-Z-008

EXHIBIT B

50 HIGH
GABRIEL EAST

Property Location



Subject Area



SFR - Single-Family Rural



SFS - Single-Family Suburban



LC - Local Commercial



PUD - Single-Family



PUD-CH

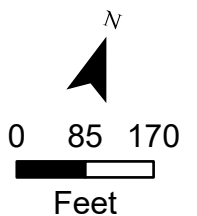


PUD - Local Commercial



PUD - General Commercial

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Kirkman Engineering
5200 State Highway 121
Colleyville, TX 76034
817.488.4960



February 23, 2022

City of Leander Planning Department
P.O. Box 319
Leander, Texas 78646

Zoning Change Request: 50 High Gabriel East, Leander TX

On behalf of the property owner, I am applying for a zoning change on the property located at 50 High Gabriel East (Williamson County Appraisal District Parcel ID R032240) and more particularly described below.

The property is currently undeveloped with moderate tree coverage and sloping terrain. The property is bound along the south by the Bryson residential community, to the north by existing High Gabriel Road and undeveloped property, to the east by residential acreage and to the west by Highway 183A.

The existing zoning for the property is SFS-2-B (Single Family Suburban) with a change to GC-3-C (General Commercial) zoning being proposed. This change in zoning will provide for the ability to develop office and retail uses on the property consistent with the Leander future land use plan.

I look forward to working with the Leander team on this project. Please don't hesitate to contact me at 817-488-4960 if you have any questions.

Sincerely,

Shea Kirkman, P.E.

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

1/19/22 - Applicant (Shea Kirkman) met with Mark and Cherri McElherran of 450 & 501 High Gabriel East (immediately adjacent to and most impacted).
1/28/22 - mailed a Zone Change Summary Letter and Concept Plan to all adjacent property owners describing the rezoning request
2/3/22 - 2nd attempt at contacting Bryson HOA.

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

HOA (Bryson) and all adjacent owners have been contacted.

3. What concerns were raised during these communications?

Minimal concerns at time of this application. The proposed project has limited impact of traffic, noise and light to the surrounding properties.

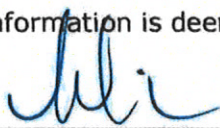
4. What specific conditions were added to or modified within the zoning request in response to the concerns raised at the meeting?

All access will come from 183A (No neighborhood traffic expected).

Site design proposes buildings backing to adjacent residents to reduce noise and maintain privacy.

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

Signature:



Date

2/3/22

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 50 HIGH GABRIEL MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF GC-3-A (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being 2.3 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification number R032240; more particularly described in Instrument Number 2006057416 recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the 50 High Gabriel Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial). The Minor PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A" and "B", which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 19th day of May, 2022.
FINALLY PASSED AND APPROVED on this the 2nd day of June, 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

May 12, 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 Chair John Cosgrove.

3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the May 5, 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. Reapproval of Subdivision Case 20-SFP-011 regarding Hazlewood Phase 6, Lot 52-A, 52-B, 52-C, and 52-D Short Form Final Plat on two parcels of land approximately 15.692 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R485234, R599650; generally located southwest of Ronald W. Reagan Blvd. and Republic Trails Blvd., Leander, Williamson County, Texas.

7. Approval of Subdivision Case 21-TOD-FP-029 regarding Bryson Phase 14 Final Plat on one parcel of land approximately 14.846 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032196; generally located at the north west corner of E. San Gabriel Pkwy and CR 270, Leander, Williamson County, Texas.

8. Approval of Minutes.

Motion made by Commissioner Rick Carpenter and seconded by Commissioner Ron May to approve the consent agenda items 6 through 8.

Vote 6 to 0

PUBLIC HEARING: ACTION

9. Conduct a Public Hearing regarding Subdivision Case 22-CP-002 to adopt the Crystal Mesa 2 Concept Plan on three parcels of land approximately 10.33 acres ± in size, more particularly described by Travis Central Appraisal District Parcels 354047, 354048, 354050; generally located at the south west of CR 290 and High Lonesome, Leander, Travis County, Texas.

- Discuss and consider action regarding Subdivision Case 22-CP-002 as described above.

Motion made by Commissioner Gary Hampton, Jr., seconded by Commissioner Laura Lantrip to recommended approval of the concept plan.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

10. Conduct a Public Hearing and consider action on a Subdivision Variance request from Article III, Section 42 (b) (2) (iii) of the Subdivision Ordinance that requires a developer to extend streets and trails to the boundary lines of the tract and Article III, Section 42 (b) (2) (vi) of the Subdivision Ordinance that requires street and trail right-of-way shall be dedicated and constructed with the Plat associated with 114.68 acres ± in size; more particularly described as Devine Lake Ph. 3 Subdivision; generally located to the west of N. Bagdad Rd. and south of San Gabriel Pkwy., Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-VA-002 as described above.

Elizabeth Shires and Lisa Lackey Birkman were against.
No one spoke in favor.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Rick Carpenter to approve to postpone the Variance case to the May 26, 2022, meeting per the applicant's request.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

11. Conduct a Public Hearing and consider action regarding Zoning Case 21-Z-036 to amend the current Knight PUD (Planned Unit Development) with the base zoning districts GC-3-A (General Commercial) and MF-2-A (Multi-Family) on one parcel of land approximately 9.938 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R583665; and generally located to the south of the intersection of US 183 and County Glen Drive, to the west of the railroad tracks, and north of the southern City Limits, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 21-Z-036 as described above.

Nathan Chelstrom was in favor.

No one spoke against.

Motion made by Commissioner Laura Lantrip, no one seconded the motion to approve the zoning request.

Motion Failed

Motion made by Commissioner Rick Carpenter, seconded by Commissioner Deirdre Moss to approve the zoning request with the following conditions:

1. Restrict use of the dome to allow for the tennis venue only.
2. Provide 100% garage parking for multi-family uses.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Ron May

NAY: Commissioner Gary Hampton, Jr., Vice Chair Donnie Mahan

4 - 2 Passed

REGULAR AGENDA

12. Discuss and consider action regarding Zoning Case 22-Z-008 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial) on one parcel of land approximately 2.3 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032240; and more commonly known as 50 High Gabriel East, Leander, Williamson County, Texas.

Mark McIlheran spoke in favor.

No one spoke against.

Motion made by Commissioner Ron May, seconded by Commissioner Deirdre Moss to approve the zoning request.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

13. Discuss and consider action regarding Zoning Case 22-Z-013 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 805 S. Bagdad PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one parcel of land approximately 2.26 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R035153; and legally described as Lots 2 & 3, Block B of the Falcon Oaks Sec 1 Subdivision, Leander, Williamson County, Texas.

Pat Post was against.

No one spoke in favor.

Motion made by Commissioner Ron May, seconded by Commissioner Rick Carpenter to approve the zoning request.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

14. Adjournment

APPROVED:

CHAIRMAN COSGROVE

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
06/02/2022

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case 22-Z-010 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to HC-4-D (Heavy Commercial) on one (1) parcel of land approximately 7 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R620745; and approximately 1,200 feet south of the intersection of CR 269 and Hero Way on the south side of Hero Way, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. The Planning & Zoning Commission unanimously recommended approval of the request during the April 28, 2022 meeting.

HISTORY/TIMELINE:

01/21/2016 - Annexed
04/28/2022 - Planning & Zoning Commission, 1st Public Hearing
05/19/2022 - City Council, 2nd Public Hearing

APPLICANT/AGENT:

Goode Faith Engineering (Anthony Goode) on behalf of 2773 Hero Way, LLC (Spencer Filmore)

RECOMMENDATION:

The City Council approved the request during the May 19, 2022 meeting.

PRESENTER:

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

Attachments

1. Planning Analysis
2. Current Zoning
3. FLU Map
4. Public Notification
5. Proposed Zoning
6. Aerial
7. Letter of Intent
8. Neighborhood Outreach
9. Ordinance
10. P&Z Minutes



PLANNING ANALYSIS

ZONING CASE 22-Z-010
2773 HERO WAY

GENERAL INFORMATION

Owner/Agent: Goode Faith Engineering (Anthony Goode) on behalf of 2773 Hero Way, LLC (Spencer Filmore).

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

Proposed Zoning: HC-4-D (Heavy Commercial)

Size and Location: The property is generally located 1,200 feet south of the intersection of CR 269 and Hero Way on the south side of Hero Way, Leander, Williamson County, Texas.

Staff Contact: Justin Hunt
Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property from Single-Family Rural to Heavy Commercial. This request is to allow for anticipation of manufacturing, light industrial, warehouse and heavy commercial uses for this property and included as allowable uses under the employment center future land use category.

STAFF CONCLUSIONS

Y N

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

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	Interim- SFR-1-B	Single-family residence
EAST	HC-4-D	Single-family residence
SOUTH	Interim- SFR-1-B	Lea Chapman Construction- outdoor storage
WEST	HC-4-D	Undeveloped land

SURROUNDING AREA:

This property is located south of Hero Way West and to the east of 183 A Toll Road. The surrounding parcels have a mix of interim single-family zoning and commercial, but most of the parcels are used as single-family residential or are undeveloped.

PHYSICAL AND NATURAL FEATURES:

This property contains scattered trees, but is mostly open area.

PROPERTY HISTORY:

This property was annexed into the City of Leander on 01/13/2013.

MAJOR CORRIDORS:

This property has access onto Hero Way West

TRANSPORTATION PLAN REQUIREMENTS:

This property includes Hero Way West improvements.

EXISTING UTILITIES:

This property has access to a 12" waterline along Hero Way West and would need to extend wastewater from 183 A Toll Road or from the east approximately 1,400 LF.

CURRENT LAND USES:

This property is currently undeveloped land.

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**

- Facilitate quality commercial development through targeted marketing and a commitment by the City to help businesses grow and expand.

Applicable Future Land Use categories

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

Allowed Uses: LO, LC, GC, HC, PUD

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**

No development meeting was held

NOTIFICATION

- 04/07/2022 - Public Notice on Hill Country News
- 04/13/2022 - Mail Notification to Property Owners within 200'
- 04/13/2022 - Public Hearing Signage Posted on Property
- 04/28/2022 - Planning and Zoning Commission Public Hearing
- 05/19/2022 - City Council Public Hearing & First Reading of the Ordinance
- 06/02/2022 - City Council Second & Final Reading of the Ordinance

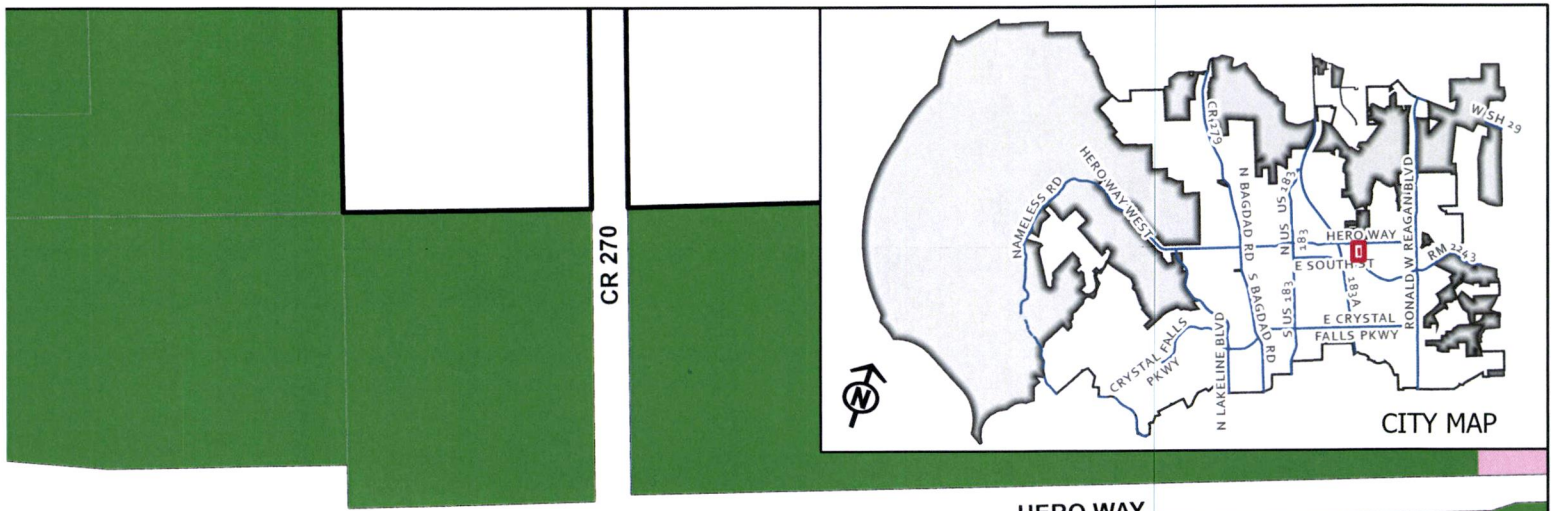
PUBLIC NOTIFICATION:

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. No concerns have been brought up.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

This zoning change proposal is compatible with surrounding zonings, land uses, and our future land use map.

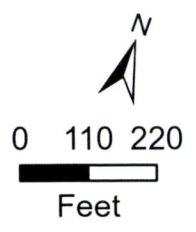


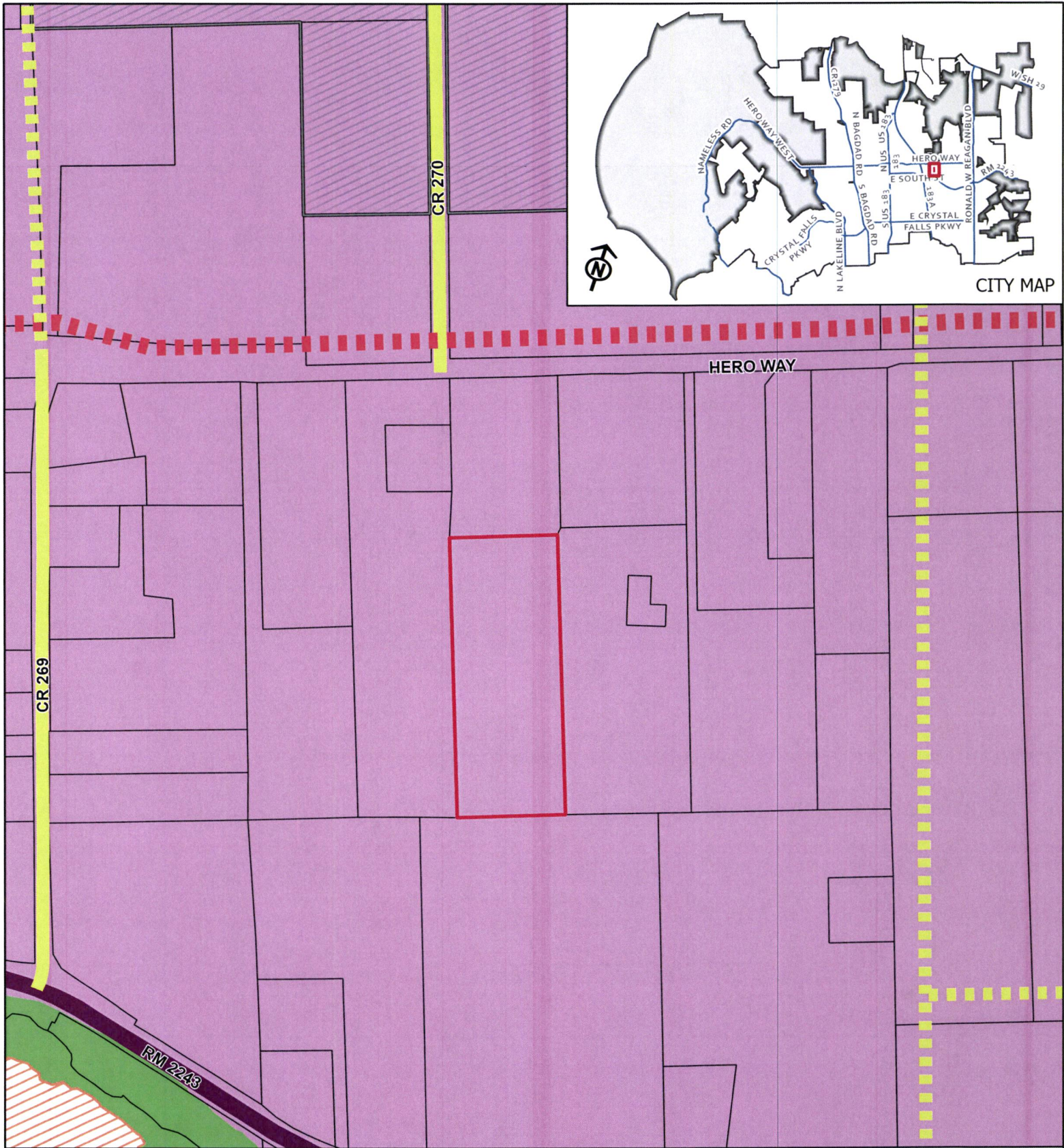
CASE: 22-Z-010 ATTACHMENT #2 2773 HERO WAY

Current Zoning 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 | GC - General Commercial |
| Leander ETJ | HC - Heavy Commercial |
| Subject Area | HI - Heavy Industrial |
| SFR - Single-Family Rural | PUD - Heavy Commercial |
| SFS - Single-Family Suburban | |





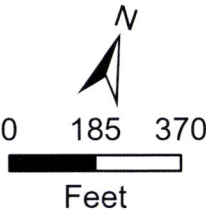
CASE: 22-Z-010

ATTACHMENT #3

2773 HERO WAY

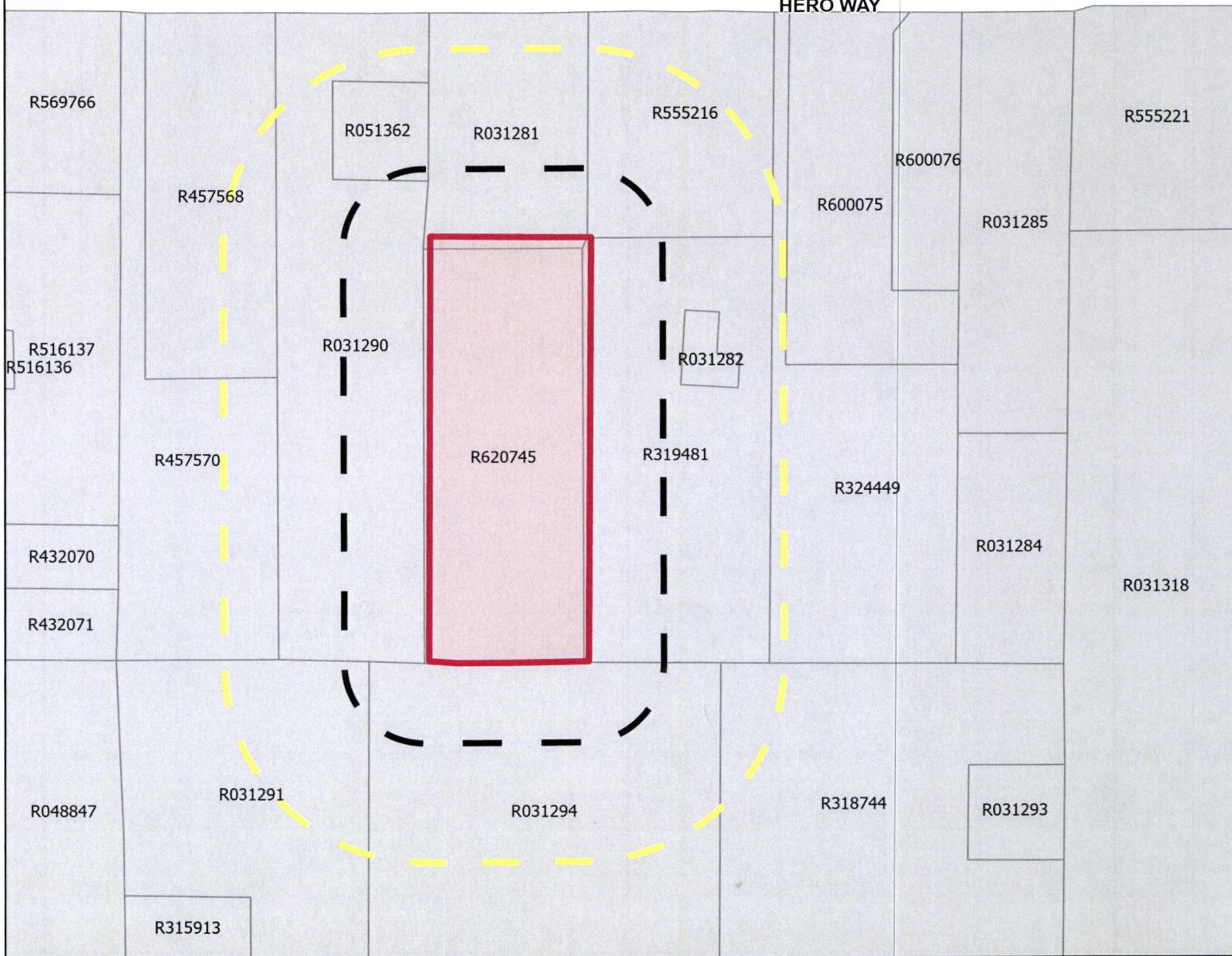
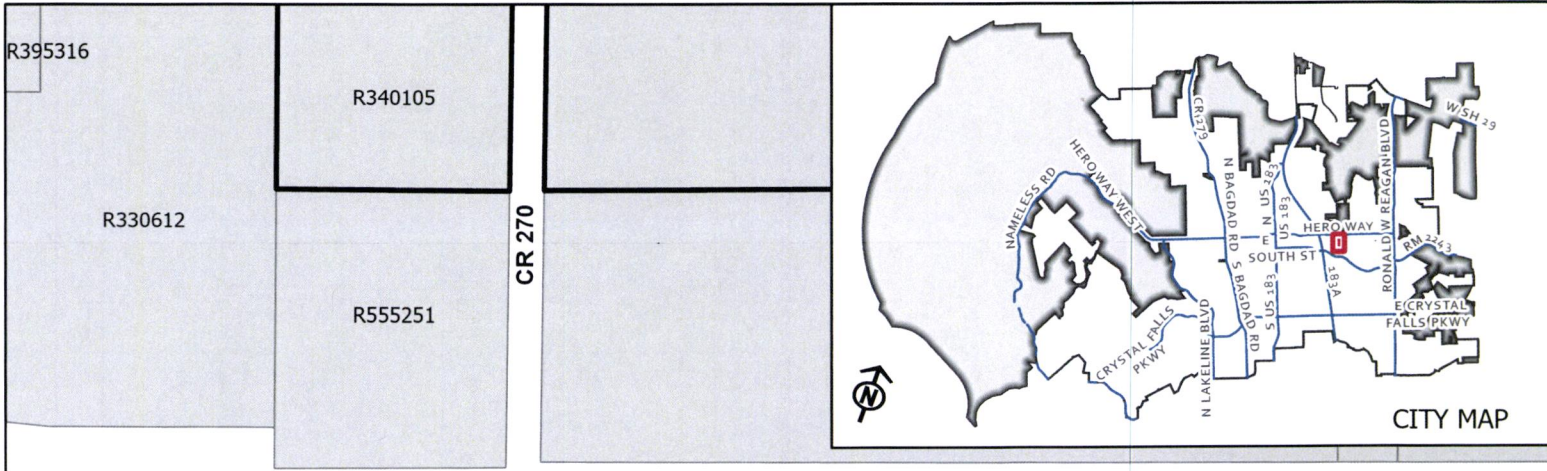
Future Land Use Map

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

- Collector, Proposed
- Future Land Use
 - Neighborhood Residential
 - Multi-Use Corridor - Priority Corridor
 - Employment Center
 - Greenway



CASE: 22-Z-010

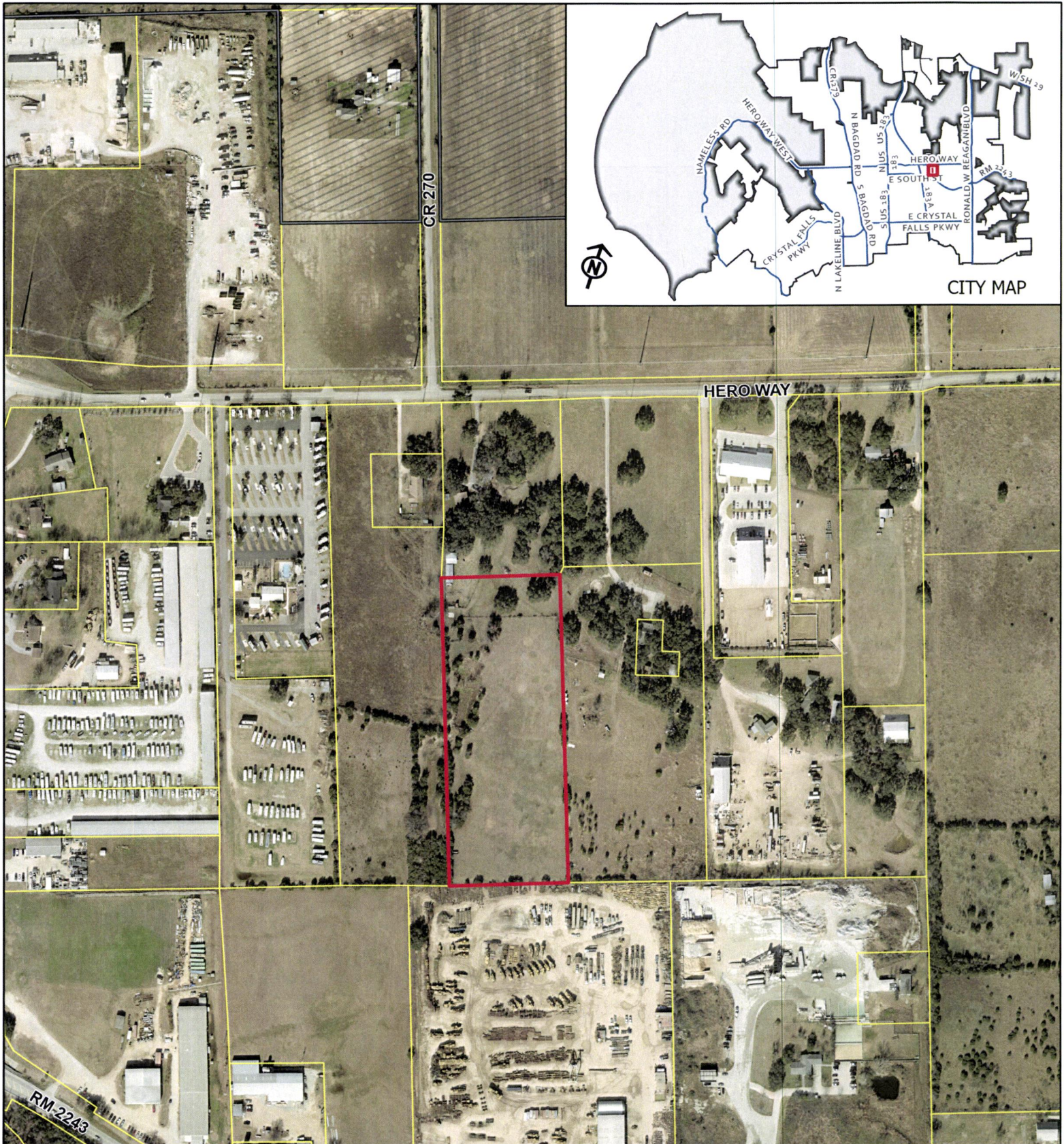
ATTACHMENT #4

2773 HERO WAY

Public Notification

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



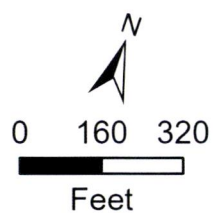
CASE: 22-Z-010

ATTACHMENT #6

2773 HERO WAY

Aerial Map

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- Leander City Limits
- Leander ETJ
- Subject Area

March 22, 2022

City of Leander Planning Department
PO Box 319
Leander, Texas 78646

Subject: 2773 Hero Way (R620745)
Zoning Change Letter of Intent

Please find attached an application requesting a zoning change for 2773 Hero Way. The property is currently zoned for Single-Family Rural, and a zoning change to Heavy Commercial is being requesting.

The property consists of a 7-acre tract from AW0006 – Harmon, E.D. Survey located east of 183A and south of Hero Way, Parcel number R620745. The property does not have frontage on any road and is located about 500' south of Hero Way.

The parcel was sold out of a 10-acre tract with the frontage containing the home site. The 7 acres is open land with no improvements. The South property line is adjacent to an industrial storage yard for HL Chapman Pipeline Construction. The east and west adjacent properties are open pasture with the western 10-acre tract under the same owner that was recently zoned for heavy commercial.

The lot is approximately 890' long and is approximately 340' wide. The lot is rather flat with most of the property being at a 1-2% slope. The lot has a few trees along the fence lines and in the low areas. The trees do not appear significant in size are most are not hardwoods. There appears to be less than 100 acres of drainage that is conveyed through the site from north to south on the eastern side. A defined channel appears to start at the western property line about 400' from the south property line but is generally located on the western adjacent property.

The Zoning request is for Heavy Commercial for the entire tract. We are anticipating manufacturing, light industrial, warehouse and heavy commercial uses for this property as included in the Future Land Use designation of employment center.

Thank you for your consideration of this zoning change.

Sincerely,



Anthony Goode

Spencer Fillmore
2773 Hero Way LLC
737-808-0845
Spencer@tbgproperties.com

March 2, 2022

Dear Neighbors,

2773 Hero Way LLC is submitting a zoning change request for the 7-acre tract on the back portion of 2773 Hero Way (500 feet from Hero Way frontage). The picture below shows the portion of property that will be rezoned. The request is to amend the current zoning of Single-Family Rural to Heavy Commercial which will allow for the potential development of office/warehouse or storage on the property.



If you would like more information or have any questions or concerns, please don't hesitate to contact me.

Kindest Regards,

Spencer Fillmore

Address within 500 feet of R620745 (2773 Hero Way)			
Parcel	Owner	Site Address	Mailing Address
R031281	GOLDEN BOBBY & CHRISTINE	2773 HERO WAY, LEANDER, TX 78641	2773 HERO WAY, LEANDER, TX 78641
R457568	GOLDEN SUN ENTERPRISE, LLP	2689 HERO WAY, LEANDER, TX 78641	2689 HERO WAY, LEANDER, TX 78641
R324449	MAUCK PROPERTIES LLC	2967 HERO WAY, LEANDER, TX 78641	2967 HERO WAY, LEANDER, TX 78641
R600075	PRELUDE VENTURES LLC	HERO WAY, LEANDER, TX 78641	315 COUNTY ROAD 205 LIBERTY HILL, TX 78642
R031290	MAJESTIC OAK RV RESORT LLC	2739 HERO WAY, LEANDER, TX 78641	5411 WILLIAMS DR #STE 303 GEORGETOWN, TX 78633
R051362	MAJESTIC OAK RV RESORT LLC	2739 HERO WAY, LEANDER, TX 78641	5411 WILLIAMS DR #STE 303 GEORGETOWN, TX 78633
R031282	VIVEK MAHENDRU MD	2871 HERO WAY, LEANDER, TX 78641	8010 MULEY DR AUSTIN, TX 78759-6902
R319481	VIVEK MAHENDRU MD	2871 HERO WAY, LEANDER, TX 78641	8010 MULEY DR AUSTIN, TX 78759-6902
R555216	VIVEK MAHENDRU MD	2871 HERO WAY, LEANDER, TX 78641	8010 MULEY DR AUSTIN, TX 78759-6902
R031291	HARDWOOD PRODUCTS & DOORS INC	FM 2243, LEANDER, TX 78641	C/O JOSE ADAME PRES PO BOX 645 LEANDER, TX 78646-0645
R031294	CHAPMAN H L INVESTMENTS LTD	9250 FM 2243, LEANDER, TX 78641	PO BOX 4109 CEDAR PARK, TX 78630-4109
R457570	MERRY E MOTLEY	2677 HERO WAY, LEANDER, TX 78641	PO BOX 512 CEDAR PARK, TX 78630-0512
R318744	TEX MIX LAND LTD	9200 RR 2243, LEANDER, TX 78641	PO BOX 830 LEANDER, TX 78646-0830

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE PARCEL OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO HC-4-5 (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 including 7 acres $\pm$; being more particularly described in Exhibit "A"; generally located approximately 1,200 feet south of the intersection of CR 269 and Hero Way on the south side of Hero Way; identified by Williamson Central Appraisal District tax identification number R620745; more particularly described in Instrument Number 2022000454 recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to HC-4-D (Heavy Commercial) as shown in Exhibit "A".

SECTION 5. Recording Zoning Change. The City Council directs the Planning

Department to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

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

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

PASSED AND APPROVED on First Reading this the 19th day of May, 2022.

FINALLY PASSED AND APPROVED on this the 2nd day of June, 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

April 28, 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 Hampton Jr.
3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the April 21, 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. Reapproval of Subdivision Case 21-FP-011 regarding Bar W Ranch W Phase 6 Final Plat on four parcels of land approximately 30.374 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R619969, R523943, R590400, and R542848; generally located south east of Bobtail Pass and Jay Bird Ln., Leander, Williamson County, Texas.
7. Approval of Subdivision Case 21-FP-031 regarding Palmera Ridge Sec 12 Final Plat on one parcel of land approximately 8.26 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R473797; generally located to the southwest corner of Palmera Ridge Blvd and Ronald W Reagan Blvd, Leander, Williamson County, Texas.

8. Approval of Minutes.

Motion made by Commissioner May and seconded by Commissioner Carpenter to approve the consent agenda items 6 through 8.

Vote 6 to 0

PUBLIC HEARING: ACTION

9. Discuss and consider action regarding Comprehensive Plan Amendment Case 22-CPA-002 to amend the Transportation Master Plan to reclassify Live Oak Rd from a Residential Collector to Residential Street generally located west of Live Oak Rd and the future extension of Lakeline Blvd, Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Amendment Case 22-CPA-002 as described above.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Deirdre Moss to approve the amendment to the Comprehensive Plan Amendment.

AYE: Chair John Cosgrove, Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

10. Conduct a Public Hearing and consider action regarding Zoning Case 22-Z-008 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial) on one parcel of land approximately 2.3 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032240; and more commonly known as 50 High Gabriel East, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-Z-008 as described above.

Motion made by Commissioner Ron May, seconded by Commissioner Deirdre Moss to approve the zoning case.

AYE: Chair John Cosgrove, Commissioner Deirdre Moss, Commissioner Ron May
NAY: Commissioner Laura Lantrip, Commissioner Rick Carpenter, Vice Chair Donnie Mahan

3 - 3 Failed

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Laura Lantrip to postpone the zoning case to the May 12th meeting to allow staff time to review the Commission's concerns and discussion of options with the City Attorney.

AYE: Chair John Cosgrove, Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

11. Conduct a Public Hearing and consider action regarding Zoning Case 22-Z-010 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to HC-4-D (Heavy Commercial) on one parcel of land approximately seven acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R620745; and approximately 1,200 feet south of the intersection of CR 269 and Hero Way on the south side of Hero Way, Leander, Williamson County, Texas.
- Discuss and consider action regarding Zoning Case 22-Z-010 as described above.

Motion made by Commissioner Laura Lantrip, seconded by Commissioner Rick Carpenter to approve the zoning case.

AYE: Chair John Cosgrove, Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

12. Conduct a Public Hearing and consider action regarding Zoning Case 22-Z-013 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 805 S. Bagdad PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one parcel of land approximately 2.26 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R035153; and legally described as Lots 2 & 3, Block B of the Falcon Oaks Sec 1 Subdivision, Leander, Williamson County, Texas.
- Discuss and consider action regarding Zoning Case 22-Z-013 as described above.

Bernadette Marez spoke of concerns.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Rick Carpenter to postpone the zoning case to the May 12th meeting to allow staff time to review the Commission's concerns and update the PUD Notes.

AYE: Chair John Cosgrove, Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

REGULAR AGENDA

13. Discuss and consider action regarding the Roadway Impact Fee study maximum impact fee and provide comments to council regarding the roadway impact fee ordinance.

Motion made by Commissioner Rick Carpenter, seconded by Vice Chair Donnie Mahan to set the collection rate for the following amounts: 50% of the maximum and Non-Residential - 10% of the maximum for 2 years, 15% thereafter until study update required and to recommend setting the effective date of the ordinance one year after ordinance adoption exempting all properties with a final plat, approved TIA, or development agreement at adoption date of ordinance for Roadway Impact Fees.

AYE: Chair John Cosgrove, Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

14. Adjournment at 8:37 p.m.

APPROVED:

CHAIRMAN COSGROVE

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
06/02/2022

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance Zoning Case 22-Z-013 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 805 S. Bagdad PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one (1) parcel of land approximately 2.26 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R035153; and legally described as Lots 2 & 3, Block B of the Falcon Oaks Sec 1 Subdivision, Leander, Williamson County, Texas.

BACKGROUND:

This request is the second step in the zoning process. The Planning & Zoning Commission postponed action on the case during the April 28, 2022 meeting to allow staff time to work with the applicant to include additional conditions to the PUD. The Planning & Zoning Commission unanimously recommended approval on May 12, 2022.

HISTORY/TIMELINE:

03/26/2017 - Annexed

04/28/2022 - Planning & Zoning Commission, 1st Public Hearing

05/19/2022 - City Council, 2nd Public Hearing

APPLICANT/AGENT:

Drenner Group, PC (Amanda Swor) on behalf of David Meyer, Kenneth L. Solt, and Joi A. Solt).

RECOMMENDATION:

The City Council unanimously approved the request on May 19, 2022.

PRESENTER:

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

Attachments

1. Planning Analysis
2. Current Zoning
3. FLU Map
4. Public Notification
5. Proposed Zoning
6. Aerial
7. PUD Notes
8. Letter of Intent
9. Neighborhood Outreach Report
10. Ordinance
11. P&Z Minutes



PLANNING ANALYSIS

ZONING CASE 22-Z-013
805 S. BAGDAD MINOR PUD

GENERAL INFORMATION

Owner/Agent: Drenner Group, PC (Amanda Swor) on behalf of David Meyer, Kenneth L. Solt, and Joi A. Solt).

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

Proposed Zoning: Minor PUD (Planned Unit Development) GC-2-A (General Commercial)

Size and Location: The property is located at 805 S. Bagdad Road and is 2.26 acres in size.

Staff Contact: Justin Hunt, Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property from Interim Single-Family Rural to a Minor PUD with the General Commercial base zoning district. This request is to continue and expand the use as a self-storage facility. The existing use on the property was built prior to the annexation of the property into the city limits. This request would bring the current use into compliance with the City's zoning regulation, provide enhancements to the existing uses, and expand the self-storage use.

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

This property is currently developed as a self-storage facility with outdoor storage. The developer wishes to add additional buildings. The facility existed prior to annexation and the property is zoned with interim residential zoning that was established with annexation. The proposed zoning will allow for the expansion of this use while not expanding the permitted uses that could be detrimental to the adjacent neighborhood.

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

	ZONING	LAND USE
NORTH	LC-2-A	Counter top store- Granite Radiance
EAST	SFU-2-B	Single-family residence
SOUTH	PUD-GC	Central Texas Society for Prevention of Cruelty to Animals
WEST	SFE-2-B	Single-family residence- Falcon Oaks Subdivision

SURROUNDING AREA:

This property is located at the northwest quadrant of the S Bagdad and Falcon Oaks Drive intersection. To the north is a local commercial parcel and to the south is the Central Texas SPCA. The subject property is adjacent to S Bagdad Road which separates the residential properties to the west. To the east is the falcon oaks subdivision zoned SFE-2-B.

PHYSICAL AND NATURAL FEATURES:

This property is currently developed with light tree coverage on the northwest corner of the lot.

PROPERTY HISTORY:

This property was annexed into the City of Leander on 03/16/2017.

MAJOR CORRIDORS:

This property has access onto S. Bagdad Road.

TRANSPORTATION PLAN REQUIREMENTS:

None.

EXISTING UTILITIES:

This property has access to an 8" waterline along Falcon Oaks Drive and an 18" waterline along N. Bagdad Road. A 10" wastewater line located to the north at North Austin Pediatrics.

CURRENT LAND USES:

This property is currently being used as a self-storage and mini-storage.

PROPOSED ZONING DISTRICT:**USE COMPONENT****GC – GENERAL COMMERCIAL:**

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

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

SITE COMPONENT**TYPE 2:**

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

Intent:

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

ARCHITECTURAL COMPONENT**TYPE A:**

Features: 5 or more architectural features.

Intent:

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

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

- Facilitate quality commercial development through targeted marketing and a commitment by the City to help businesses grow and expand.

Applicable Future Land Use categories

The **Multi-Use Corridor** future development category is intended for mixed-use areas to be developed at a higher density/intensity and with uses not primarily supported in Neighborhood Residential. These areas are intended to provide for a mix of both commercial and residential uses that are not integrated into neighborhoods but maintain a seamless, compatible transition between residential and commercial uses.

Multi-Use Corridors are not intended for strip commercial nor are they expected to be predominantly commercial. These corridors have been identified as opportunity areas for businesses and daily services, high-intensity residential such as townhouses, civic and employment uses, but also traditional single-family neighborhoods where streets access these corridors. These areas are intended to be developed with an auto-oriented character, which means vehicles and parking areas are a primary visual characteristic from the street. Access management is recommended to maintain safe traffic movement along these streets. Appropriate buffer yards are required to ensure compatibility with adjacent Neighborhood Residential.

DESIRED MIX: 40-60% Non-Residential, 0-40% Residential

SFT, TF, CH LO, LC, GC (Priority Corridors*), PUD

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**

A development meeting was held with staff on November 22nd, 2021 to expand the self-storage use. No changes have been made to the project since the meeting was held.

NOTIFICATION

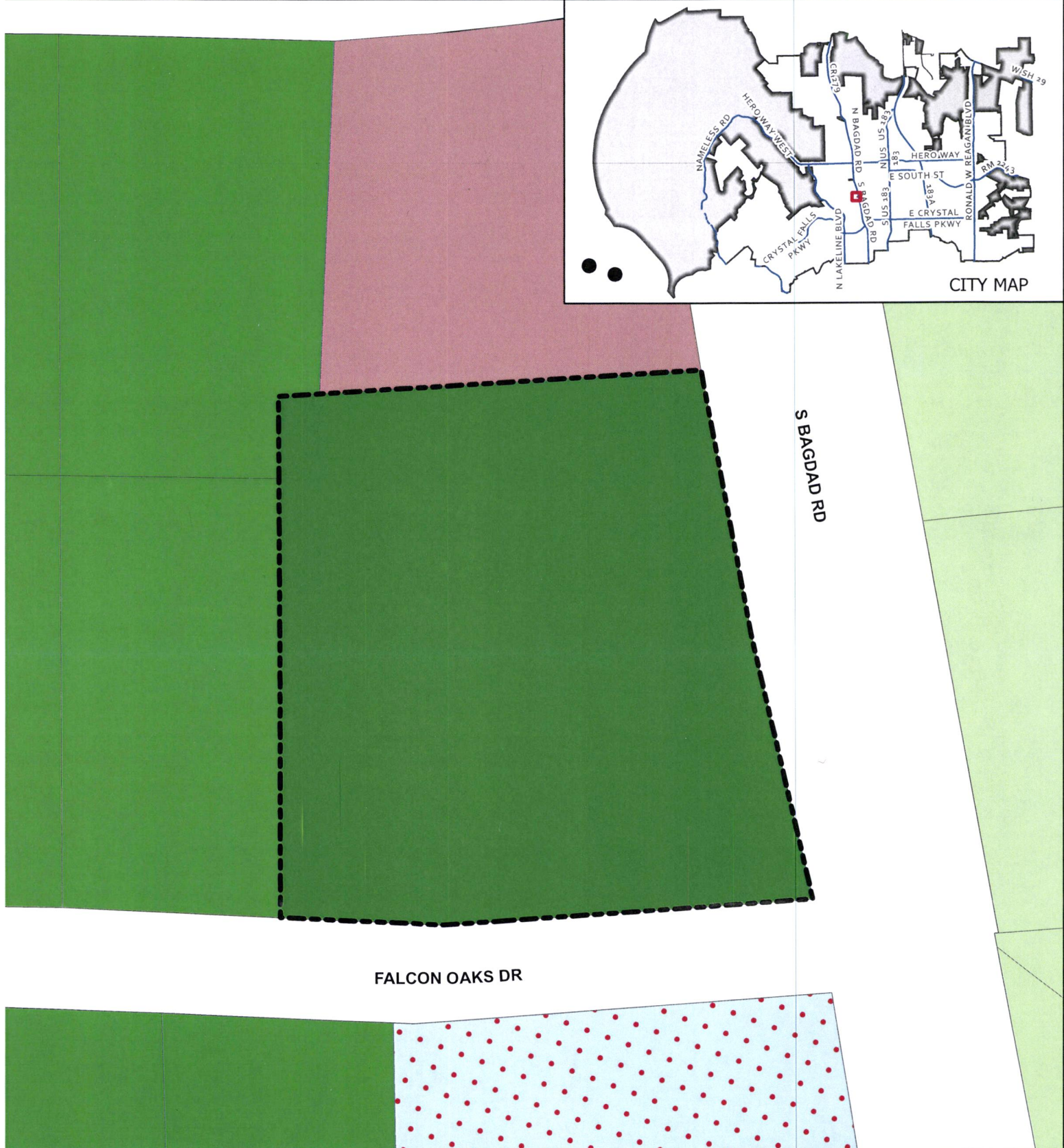
- 4/7/2022 - Public Notice on Hill Country News
- 4/13/2022 - Mail Notification to Property Owners within 200'
- 4/13/2022 - Public Hearing Signage Posted on Property
- 4/28/2022 - Planning and Zoning Commission Public Hearing
- 5/19/2022 - City Council Public Hearing & First Reading of the Ordinance
- 6/2/2022 - 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. No concerns have been brought up. Please see the full report from the applicant attached.

APPROVAL CRITERIA:

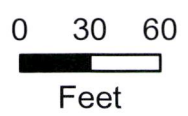
This zoning change proposal would bring the continued use into compliance with our composite zoning ordinance and is compatible with our future land use map.



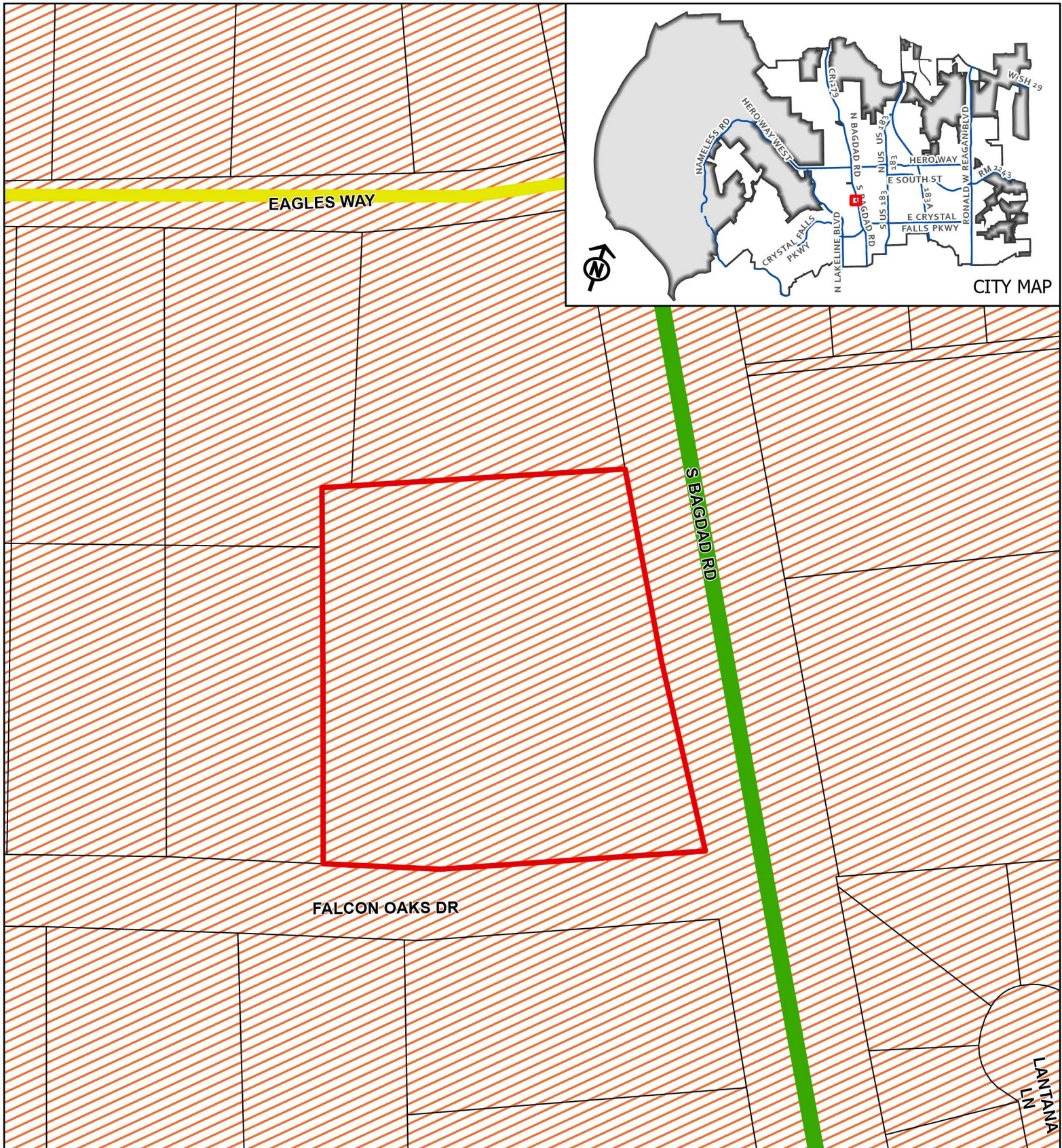
CASE: 22-Z-013 ATTACHMENT #2 805 S. BAGDAD

Current Zoning Map

- Leander City Limits
- Leander ETJ
- Subject Area
- SFR - Single-Family Rural
- SFE - Single-Family Estate
- SFU - Single-Family Urban
- SFL - Single-Family Limited
- LC - Local Commercial
- PUD - General Commercial



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.



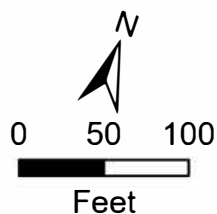
CASE: 22-Z-013

ATTACHMENT #3

805 S BAGDAD

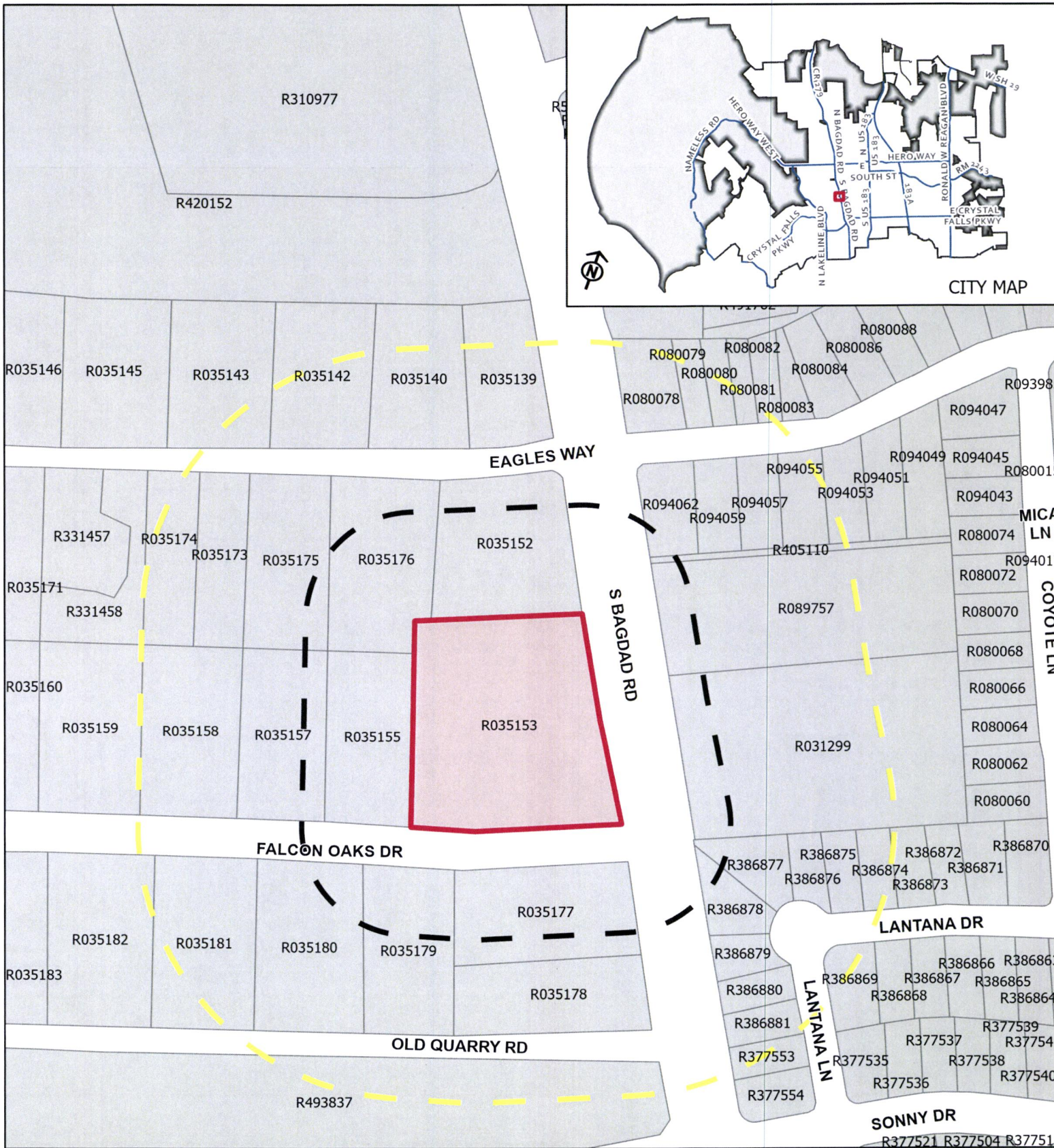
Future Land Use Map

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
- Leander ETJ
- Subject Area
- Arterial 6 Lane, Existing

- Collector, Existing
- Future Land Use**
- Multi-Use Corridor



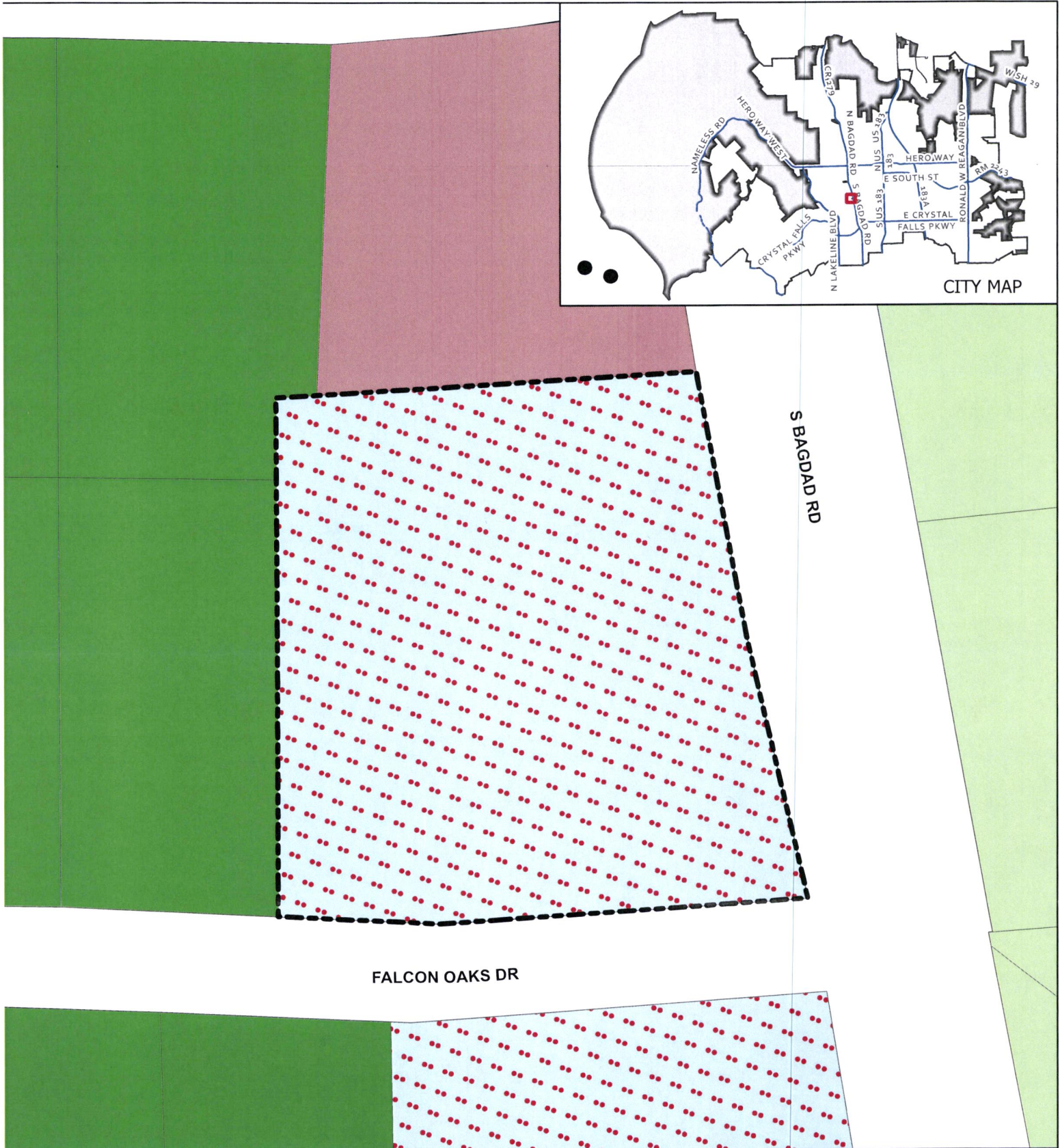
CASE: 22-Z-013 ATTACHMENT #4 805 S. BAGDAD

Public Notification

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0 95 190
Feet

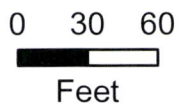
- Subject Area
- 200' Buffer
- 500' Buffer
- Leander City Limits
- ETJ



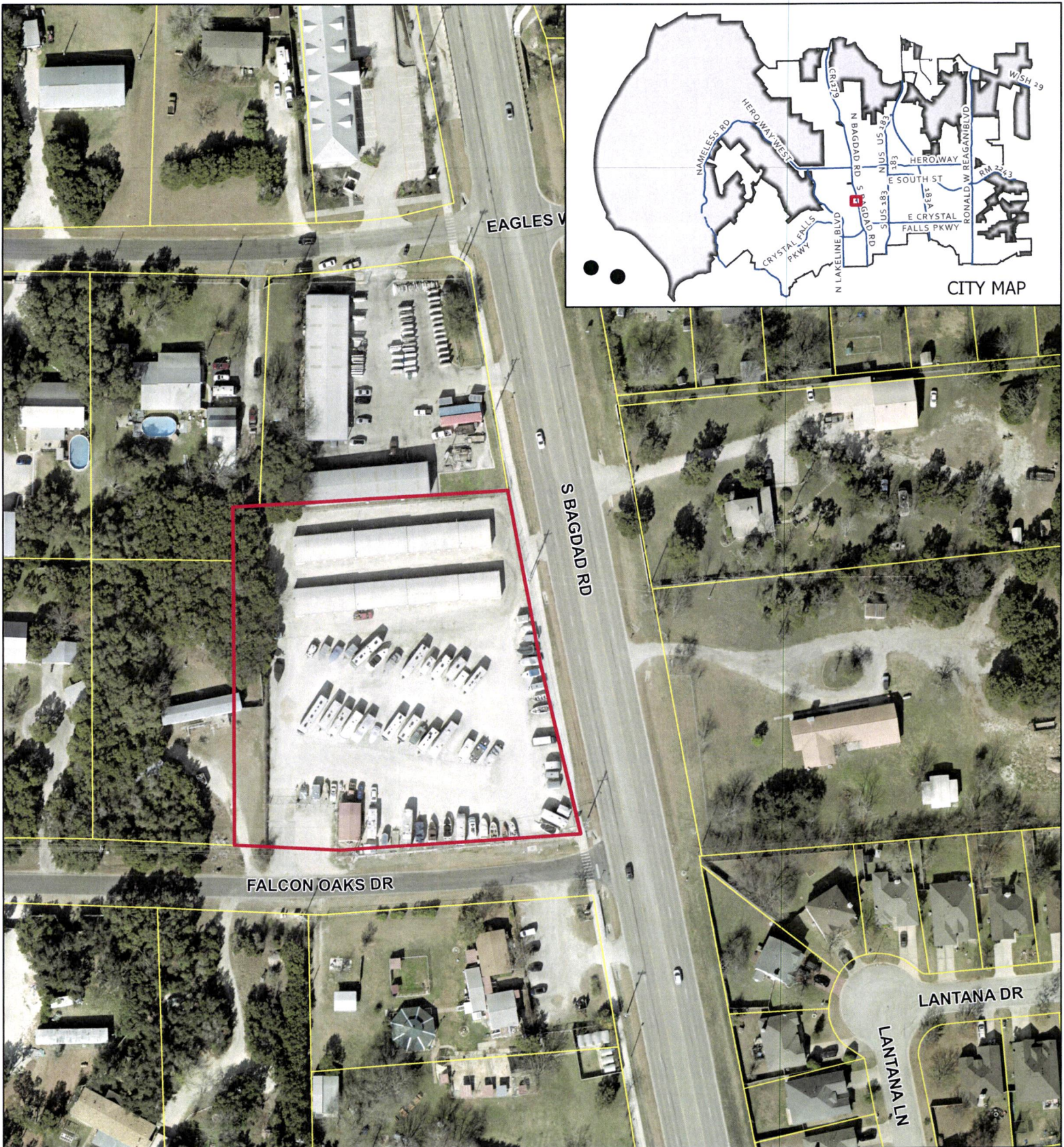
CASE: 22-Z-013 ATTACHMENT #5 805 S. BAGDAD

Proposed Zoning Map

- | | | | |
|--|----------------------------|--|-----------------------------|
| | Leander City Limits | | SFU - Single-Family Urban |
| | Leander ETJ | | SFL - Single-Family Limited |
| | Subject Area | | LC - Local Commercial |
| | SFE - Single-Family Estate | | PUD - General Commercial |



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CASE: 22-Z-013

ATTACHMENT #6

805 S. BAGDAD

Aerial Map

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0 50 100
Feet

- Leander City Limits
- Leander ETJ
- Subject Area

EXHIBIT A

805 S. Bagdad Minor Planned Unit Development

A. Purpose and Intent

1. The 805 S. Bagdad PUD is comprised of approximately 2.26 acres, as shown in **Exhibit B.** The development of this property includes a self-storage facility as well as other 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 districts have been selected from the Leander Composite Zoning Ordinance.

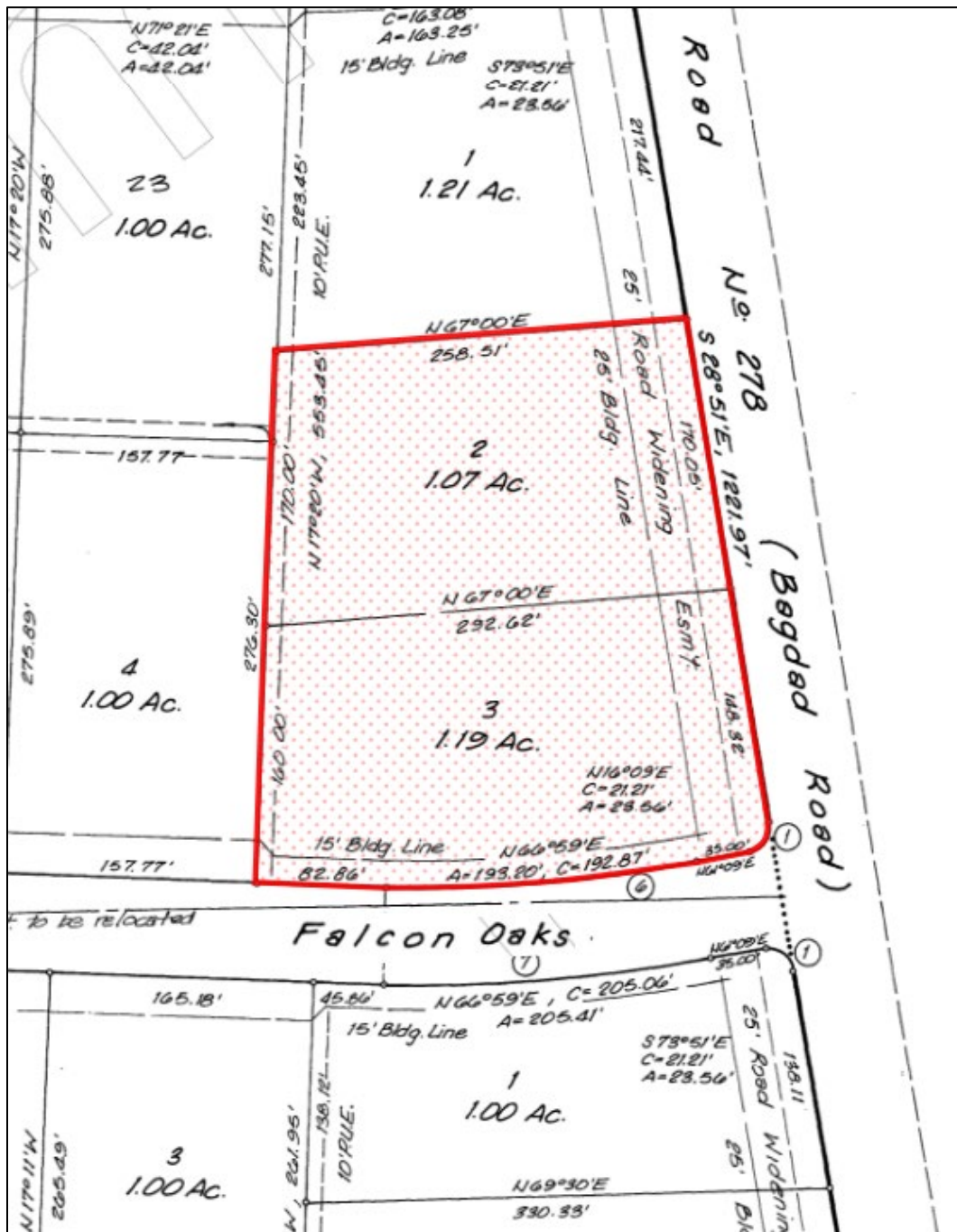
LC-2-A (Local Commercial)

C. Allowable / Prohibited Uses

1. The allowable uses shall include all uses permitted in the LC use component with the addition of a self-service storage facility in compliance with the ordinance requirements.

EXHIBIT B

805 S. Bagdad Minor Planned Unit Development



DRENNER GROUP

Amanda Swor
direct dial: (512) 807-2904
aswor@drennergroupp.com

March 21, 2022

City of Leander
Robin M. Griffin, AICP
Executive Director of Development Services
201 N. Brushy Street
Leander, Texas 78641

Via Electronic Delivery

Re: Minor Planned Unit Development (PUD) Application – 805 South Bagdad Road –
Minor PUD application for the 2.26-acre piece of property located northwest of
the intersection of South Bagdad Road and Falcon Oaks Drive, Leander,
Williamson County, Texas (the “Property”)

Dear Ms. Griffin:

As representatives of the owner of the Property, we respectfully submit the enclosed Minor Planned Unit Development application package. The project is titled 805 South Bagdad Road, consists of 2.26 acres, and is located northwest of the intersection of South Bagdad Road and Falcon Oaks Drive. The Property is currently developed as a self-storage facility.

The Property is currently zoned Interim SFR-1-B (Single-Family Rural). The intent of the application is to rezone to Minor Planned Unit Development (PUD GC-2-A) to allow the use of Self-Storage within the General Commercial (GC) base zoning district. The existing self-storage use on the Property was built prior to the annexation of the Property into the City of Leander City Limits. Therefore, this rezoning request will bring the existing use into compliance with the City’s zoning regulations. The owners of the Property intend to provide enhancements to the existing use.

The Future Land Use Map indicates the area as Multi-Use Corridor. The recent City-led Comprehensive Plan Amendment was approved and published in March of 2022. This use falls in line with that vision, and will allow for revitalization of a dilapidated center along a major corridor of the City of Leander.

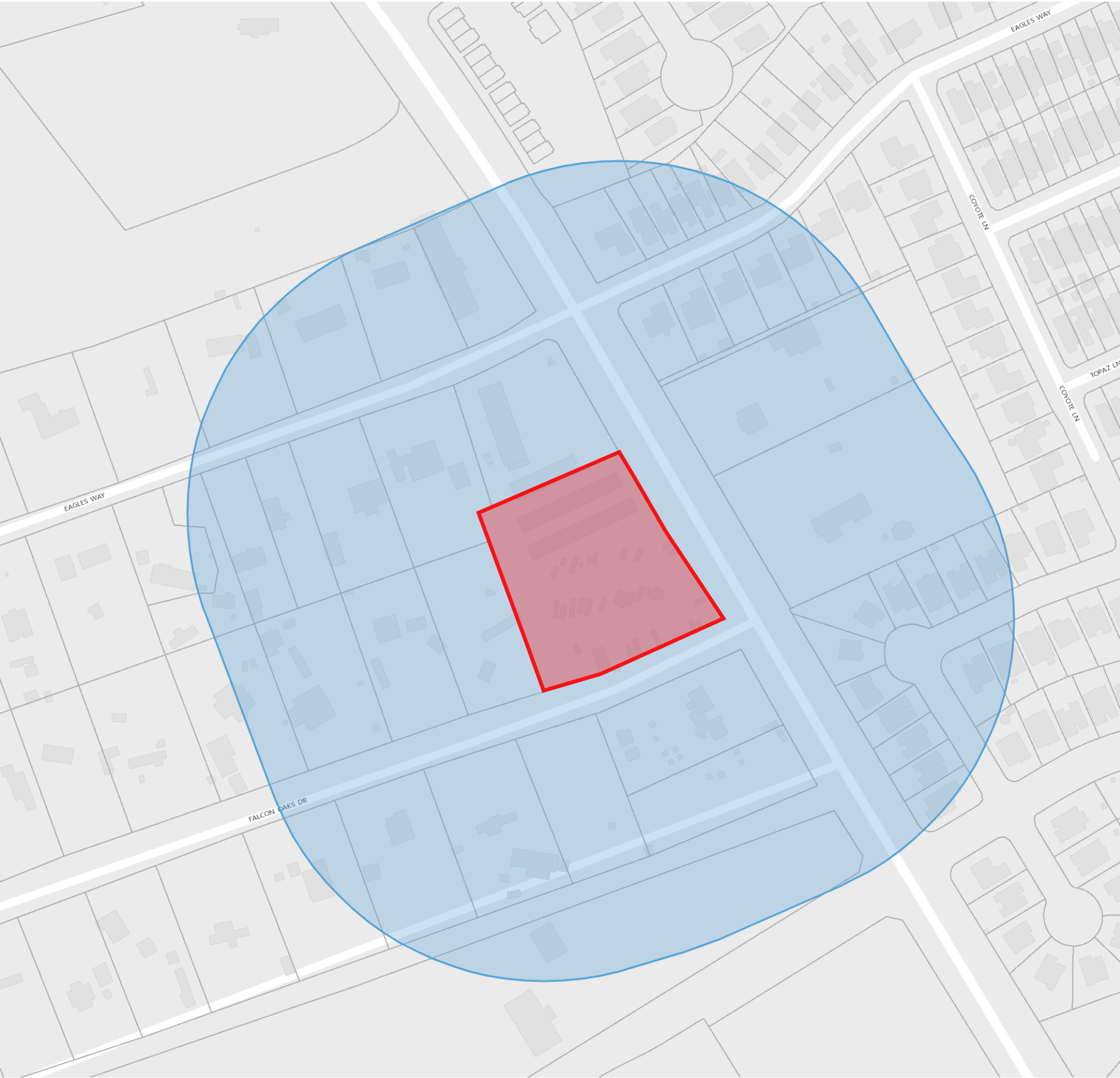
Please let me know if you or your team members require additional information or have any questions. Thank you for your time and attention to this project.

Very truly yours,

A handwritten signature in blue ink that reads "Amanda Swor". The signature is fluid and cursive, with the first letter of each name being capitalized and prominent.

Amanda Swor

MINOR PUD 6b



WilCo Parcel Number	Owner Name	Parcel Address	Owner Mailing Address
R035158	ZARAGOZA, JORGE MATA & MINERVA S	1205 FALCON OAKS DR, LEANDER, TX 78641	PO BOX 2766 CEDAR PARK, TX 78630
R377535	MARTINEZ, ROBYN S	1005 SONNY DR, LEANDER, TX 78641	1005 SONNY DR LEANDER, TX 78641
R094057	MONTALVO, CARLOS X & CARMEN S	1004 EAGLES WAY, LEANDER, TX 78641	24719 AHAVA SAN ANTONIO, TX 78261-2250
R094055	AGUIRRE, JOSEPH & EVA LIBERTY	1000 EAGLES WAY, LEANDER, TX 78641	1000 EAGLES WAY LEANDER, TX 78641
R094053	WILM, FRANK H III & PAMELA D	920 EAGLES WAY, LEANDER, TX 78641	920 EAGLES WAY LEANDER, TX 78641-8703
R386878	WILKS, CAMERON & RACHEL	1009 LANTANA LN, LEANDER, TX 78641	500 RUMMEL RANCH RUN CEDAR PARK, TX 78613-4096
R031299	KEMPER, STEVEN M	806 BAGDAD RD S, LEANDER, TX 78641	2019 VALLEY VIEW LN DALLAS, TX 75234-8920
R035181	BENTON WANDA SUE TUBBS (TOD)	1204 FALCON OAKS DR, LEANDER, TX 78641	1204 FALCON OAKS DR LEANDER, TX 78641
R386879	WANG, XUTONG & ZENGRONG SUN	1011 LANTANA LN, LEANDER, TX 78641	10071 CIRCLEVIEW DR AUSTIN, TX 78733
R386881	MG PARTNERING CAPITAL LLC	1015 LANTANA LN, LEANDER, TX 78641	PO BOX 368 CEDAR PARK, TX 78630-0368
R386869	UNKNOWN	1002 LANTANA DR, LEANDER, TX 78641	Unknown
R080079	SMITH, STEVEN ROBERT	1009 EAGLES WAY, LEANDER, TX 78641	1009 EAGLES WAY LEANDER, TX 78641
R094062	BURNETT, CARRIE L & JEFFREY S	1012 EAGLES WAY, LEANDER, TX 78641	1012 EAGLES WAY LEANDER, TX 78641-8741
R080082	GILLETTE, DAVID W, JR	1003 EAGLES WAY, LEANDER, TX 78641	1003 EAGLES WAY LEANDER, TX 78641
R386874	MALCOLM, JEFFREY & SANDRA	1001 LANTANA DR, LEANDER, TX 78641	1001 LANTANA DR LEANDER, TX 78641
R035178	CENTRAL TEXAS SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS	FALCON OAKS DR, LEANDER, TX 78641	PO BOX 98 CEDAR PARK, TX 78630-0098
R035174	BENTON, SCOTT B & SUSAN E	1204 EAGLES WAY, LEANDER, TX 78641	1204 EAGLES WAY LEANDER, TX 78641-8808
R035176	FIERO, DANNY	1106 EAGLES WAY, LEANDER, TX 78641	1106 EAGLES WAY LEANDER, TX 78641-8869
R080078	YUAN, LIN	1011 EAGLES WAY, LEANDER, TX 78641	9805 PICKFAIR DR AUSTIN, TX 78750-3900
R035153	SOLT, KENNETH L & JOI A & DAVID MEYER	805 BAGDAD RD, LEANDER, TX 78641	606 APACHE TRL LEANDER, TX 78641-2340
R094051	ANDARY, MICHAEL	916 EAGLES WAY, LEANDER, TX 78641	916 EAGLES WAY LEANDER, TX 78641
R386875	JONES, AARON M & ELISABETH A HIEBELER	1003 LANTANA LN, LEANDER, TX 78641	1003 LANTANA LN LEANDER, TX 78641-8727
R386872	HUGHES, SHERRIE J	913 LANTANA DR, LEANDER, TX 78641	913 LANTANA LN LEANDER, TX 78641
R035179	AMAYA, OSCAR	1100 FALCON OAKS DR, LEANDER, TX 78641	600 S COUGAR AVE CEDAR PARK, TX 78613-3122
R331457	MARTINEZ, MARCELO & LAURA E	1208 EAGLES WAY, LEANDER, TX 78641	1208 EAGLES WAY LEANDER, TX 78641
R035140	RETZOLK, SHELLY MARIE & ROBERT J	1103 EAGLES WAY, LEANDER, TX 78641	1103 EAGLES WAY LEANDER, TX 78641-8870
R035152	GARDED HOLDINGS LLC	801 S BAGDAD RD, LEANDER, TX 78641	801 S BAGDAD RD LEANDER, TX 78641
R586059	LEANDER OFFICE CONDOMINIUMS LLC	660 BAGDAD RD, LEANDER, TX 78641	606 S BAGDAD RD # 610 LEANDER, TX 78641-8782
R080084	PRATT, STEVEN & DAWN	925 EAGLES WAY, LEANDER, TX 78641	412 MESA GRANDE LEANDER, TX 78641
R386880	BONDS, CHRISTOPHER R	1013 LANTANA LN, LEANDER, TX 78641	1013 LANTANA LN LEANDER, TX 78641
R035145	PALOMINO, JUAN LUIS	1205 EAGLES WAY, LEANDER, TX 78641	1700 FALCON OAKS DR LEANDER, TX 78641
R331458	ESCAMILLA, CRECENSIO R SUAREZ	1206 EAGLES WAY, LEANDER, TX 78641	14004 LAYNE LOOP LEANDER, TX 78641
R035155	BORDERS, KEITH S & TRACI	1201 FALCON OAKS DR, LEANDER, TX 78641	1201 FALCON OAKS DR LEANDER, TX 78641-8801
R080080	TEWKSBURY, LEE	1007 EAGLES WAY, LEANDER, TX 78641	1007 EAGLES WAY LEANDER, TX 78641-8742
R491762	ZELDER, GEOFF & ASHLEY	729 MORGAN DR, LEANDER, TX 78641	729 MORGAN DR LEANDER, TX 78641
R386877	THOMAS, FREDERICK W & NICOLE	1007 LANTANA LN, LEANDER, TX 78641	1007 LANTANA LN LEANDER, TX 78641-8727
R386873	BENNETT, JACOB GLEN	915 LANTANA DR, LEANDER, TX 78641	915 LANTANA DR LEANDER, TX 78641
R035182	BRENT, SHANNAN K	1210 FALCON OAKS DR, LEANDER, TX 78641	1210 FALCON OAKS DR LEANDER, TX 78641-8806
R035180	AMAYA, OSCAR	1200 FALCON OAKS DR, LEANDER, TX 78641	600 S COUGAR AVE CEDAR PARK, TX 78613-3122
R377554	BUCKLEY, DAVID	1019 LANTANA LN, LEANDER, TX 78641	1019 LANTANA LN LEANDER, TX 78641-3929
R035173	PEEL, SUSIE I	1200 EAGLES WAY, LEANDER, TX 78641	1200 EAGLES WAY LEANDER, TX 78641-8808

R035175	WALLACE, JESSE J & SHANNON N	1108 EAGLES WAY, LEANDER, TX 78641	1108 EAGLES WAY LEANDER, TX 78641-8869
R035139	KV&LE HOLDINGS LLC	709 BAGDAD RD, LEANDER, TX 78641	709 S BAGDAD RD LEANDER, TX 78641
R080081	QUEST IRA INC FBO MICHAEL LARAMIE	1005 EAGLES WAY, LEANDER, TX 78641	17171 PARK ROW #STE 100 HOUSTON, TX 77084
R094059	MAYNARD, MATTHEW & COURTNEY LEANN	1008 EAGLES WAY, LEANDER, TX 78641	1008 EAGLES WAY LEANDER, TX 78641
R080083	SHORT, ALVIN W & CAROL A	1001 EAGLES WAY, LEANDER, TX 78641	1001 EAGLES WAY LEANDER, TX 78641
R405110	HEINE, TED ESTATE	BAGDAD RD, LEANDER, TX 78641	RT 4 BOX 350 MARBLE FALLS, TX 78654
R486511	WESTVIEW MEADOWS HOMEOWNERS ASSOCIATION INC	710 MORGAN DR, LEANDER, TX 78641	PO BOX 4579 DEPT 400 HOUSTON, TX 77210-4579
R386867	JONES, AISHA	916 LANTANA DR, LEANDER, TX 78641	916 LANTANA DR LEANDER, TX 78641
R035157	WENTWORTH, JERRY DON	1203 FALCON OAKS DR, LEANDER, TX 78641	1203 FALCON OAKS DR LEANDER, TX 78641-8801
R493837	LIVEOAK CHURCH A PRESBYTERIAN CONGREGATION	1195 SONNY DR, LEANDER, TX 78641	PO BOX 701 LEANDER, TX 78641
R377553	BOND, TAMMY	1017 LANTANA LN, LEANDER, TX 78641	1017 LANTANA LN LEANDER, TX 78641-3929
R035143	SMITH, HARRY & LORETTA	1203 EAGLES WAY, LEANDER, TX 78641	1203 EAGLES WAY LEANDER, TX 78641-8807
R386876	HUNN, ERIC SCOTT & KRISTEN AMELIA	1005 LANTANA DR, LEANDER, TX 78641	1005 LANTANA DR LEANDER, TX 78641
R035159	POST, PATRICIA & NANITA PAYN	1209 FALCON OAKS DR, LEANDER, TX 78641	1209 FALCON OAKS DR LEANDER, TX 78641-8801
R035177	CENTRAL TEXAS SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS	909 S BAGDAD RD, LEANDER, TX 78641	PO BOX 98 CEDAR PARK, TX 78630-0098
R035142	HENSLEY, RANDY	1107 EAGLES WAY, LEANDER, TX 78641	PO BOX 524 LEANDER, TX 78646-0524
R420152	CITY OF LEANDER	BAGDAD RD, LEANDER, TX 78641	PO BOX 319 LEANDER, TX 78646-0319
R089757	SALINAS, FELIX G & ROSIE	802 BAGDAD RD S, LEANDER, TX 78641	802 S BAGDAD RD LEANDER, TX 78641-8784
R386868	ARREDONDO, ALEX & VIRGINIA	1000 LANTANA DR, LEANDER, TX 78641	1000 LANTANA DR LEANDER, TX 78641

DRENNER GROUP

Amanda Swor
direct dial: (512) 807-2904
aswor@drennergroupp.com

March 16, 2022

Via Post Office Delivery

Re: Minor Planned Unit Development (PUD) Application – 805 South Bagdad Road –
Minor PUD application for the 2.26-acre piece of property located northwest of
the intersection of South Bagdad Road and Falcon Oaks Drive, Leander,
Williamson County, Texas (the “Property”)

Dear Resident:

As representatives of the owner of the Property, we are writing to inform you of our redevelopment. The project is titled 805 South Bagdad Road, consists of 2.26 acres, and is located northwest of the intersection of South Bagdad Road and Falcon Oaks Drive. A location map is below:



Even though the Property is currently developed as a self-storage facility, the site is zoned Interim SFR-1-B (Single-Family Rural). Our intent is to retain the self-storage use, but beautify this dilapidated facility to more closely match the vision of the City of Leander, particularly along one of its most major corridors.

We have submitted a Minor Planned Unit Development (PUD) application package to the City of Leander. The intent of the application is to rezone to Minor Planned Unit Development (PUD) to allow the use of Self-Storage within the General Commercial (GC) base zoning district.

The recent City recently led a Comprehensive Plan Amendment which was approved and published in March of 2022. This use falls in line with that vision, and will allow for revitalization along a major corridor of the City of Leander.

It is our intent to address any concerns or issues you have regarding this project. You will receive several notices from the City of Leander related to this redevelopment, including public hearing notices for Planning & Zoning Commission as well as City Council. Should you have any thoughts or questions, please reach out to me at aswor@drennergroupp.com. Thank you so much for your time and attention.

Very truly yours,

A handwritten signature in blue ink that reads "Amanda Swor". The signature is fluid and cursive, with the first name "Amanda" and last name "Swor" clearly legible.

Amanda Swor

MINOR PUD 6a

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.

A letter is being drafted to send to residents within 500 feet of the Property line. A copy of this letter is attached.

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

Property owners were notified. A Google search of the area did not result in an organized home owners association.

3. What concerns were raised during these communications?

No communication has been received.

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

No communication has been received.

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

Signature: *Amanda Swor* Date 03/16/2022

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 805 S BAGDAD MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF LC-2-A (LOCAL 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 2.26 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification number R035153; more particularly described in Instrument Number 1998043063 recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the 805 S Bagdad Rd Minor PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial). The Minor PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A" and "B", which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 19th day of May, 2022.
FINALLY PASSED AND APPROVED on this the 2nd day of June, 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

May 12, 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 Chair John Cosgrove.

3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the May 5, 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. Reapproval of Subdivision Case 20-SFP-011 regarding Hazlewood Phase 6, Lot 52-A, 52-B, 52-C, and 52-D Short Form Final Plat on two parcels of land approximately 15.692 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R485234, R599650; generally located southwest of Ronald W. Reagan Blvd. and Republic Trails Blvd., Leander, Williamson County, Texas.

7. Approval of Subdivision Case 21-TOD-FP-029 regarding Bryson Phase 14 Final Plat on one parcel of land approximately 14.846 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032196; generally located at the north west corner of E. San Gabriel Pkwy and CR 270, Leander, Williamson County, Texas.

8. Approval of Minutes.

Motion made by Commissioner Rick Carpenter and seconded by Commissioner Ron May to approve the consent agenda items 6 through 8.

Vote 6 to 0

PUBLIC HEARING: ACTION

9. Conduct a Public Hearing regarding Subdivision Case 22-CP-002 to adopt the Crystal Mesa 2 Concept Plan on three parcels of land approximately 10.33 acres ± in size, more particularly described by Travis Central Appraisal District Parcels 354047, 354048, 354050; generally located at the south west of CR 290 and High Lonesome, Leander, Travis County, Texas.

- Discuss and consider action regarding Subdivision Case 22-CP-002 as described above.

Motion made by Commissioner Gary Hampton, Jr., seconded by Commissioner Laura Lantrip to recommended approval of the concept plan.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

10. Conduct a Public Hearing and consider action on a Subdivision Variance request from Article III, Section 42 (b) (2) (iii) of the Subdivision Ordinance that requires a developer to extend streets and trails to the boundary lines of the tract and Article III, Section 42 (b) (2) (vi) of the Subdivision Ordinance that requires street and trail right-of-way shall be dedicated and constructed with the Plat associated with 114.68 acres ± in size; more particularly described as Devine Lake Ph. 3 Subdivision; generally located to the west of N. Bagdad Rd. and south of San Gabriel Pkwy., Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-VA-002 as described above.

Elizabeth Shires and Lisa Lackey Birkman were against.

No one spoke in favor.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Rick Carpenter to approve to postpone the Variance case to the May 26, 2022, meeting per the applicant's request.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

11. Conduct a Public Hearing and consider action regarding Zoning Case 21-Z-036 to amend the current Knight PUD (Planned Unit Development) with the base zoning districts GC-3-A (General Commercial) and MF-2-A (Multi-Family) on one parcel of land approximately 9.938 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R583665; and generally located to the south of the intersection of US 183 and County Glen Drive, to the west of the railroad tracks, and north of the southern City Limits, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 21-Z-036 as described above.

Nathan Chelstrom was in favor.

No one spoke against.

Motion made by Commissioner Laura Lantrip, no one seconded the motion to approve the zoning request.

Motion Failed

Motion made by Commissioner Rick Carpenter, seconded by Commissioner Deirdre Moss to approve the zoning request with the following conditions:

1. Restrict use of the dome to allow for the tennis venue only.
2. Provide 100% garage parking for multi-family uses.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Ron May

NAY: Commissioner Gary Hampton, Jr., Vice Chair Donnie Mahan

4 - 2 Passed

REGULAR AGENDA

12. Discuss and consider action regarding Zoning Case 22-Z-008 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial) on one parcel of land approximately 2.3 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032240; and more commonly known as 50 High Gabriel East, Leander, Williamson County, Texas.

Mark McIlheran spoke in favor.

No one spoke against.

Motion made by Commissioner Ron May, seconded by Commissioner Deirdre Moss to approve the zoning request.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

13. Discuss and consider action regarding Zoning Case 22-Z-013 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 805 S. Bagdad PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one parcel of land approximately 2.26 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R035153; and legally described as Lots 2 & 3, Block B of the Falcon Oaks Sec 1 Subdivision, Leander, Williamson County, Texas.

Pat Post was against.

No one spoke in favor.

Motion made by Commissioner Ron May, seconded by Commissioner Rick Carpenter to approve the zoning request.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

14. Adjournment

APPROVED:

CHAIRMAN COSGROVE

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
06/02/2022

AGENDA SUBJECT:

Approval of a Resolution accepting the petition for 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 Boulevard and Gabriels Horn Road, Leander, Williamson County, Texas.

BACKGROUND:

This resolution commences 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.

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

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):

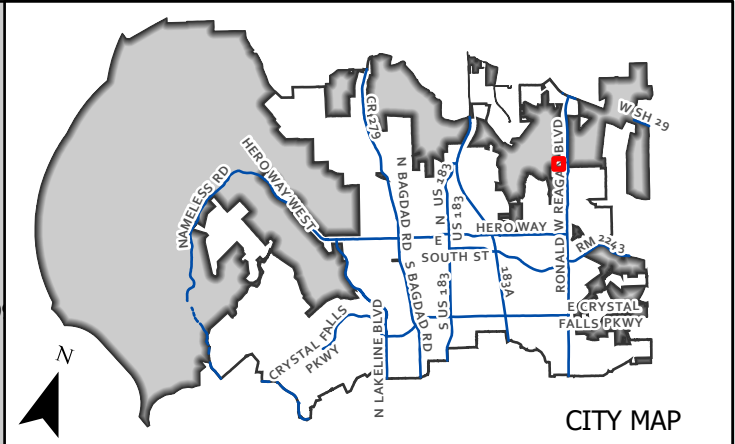
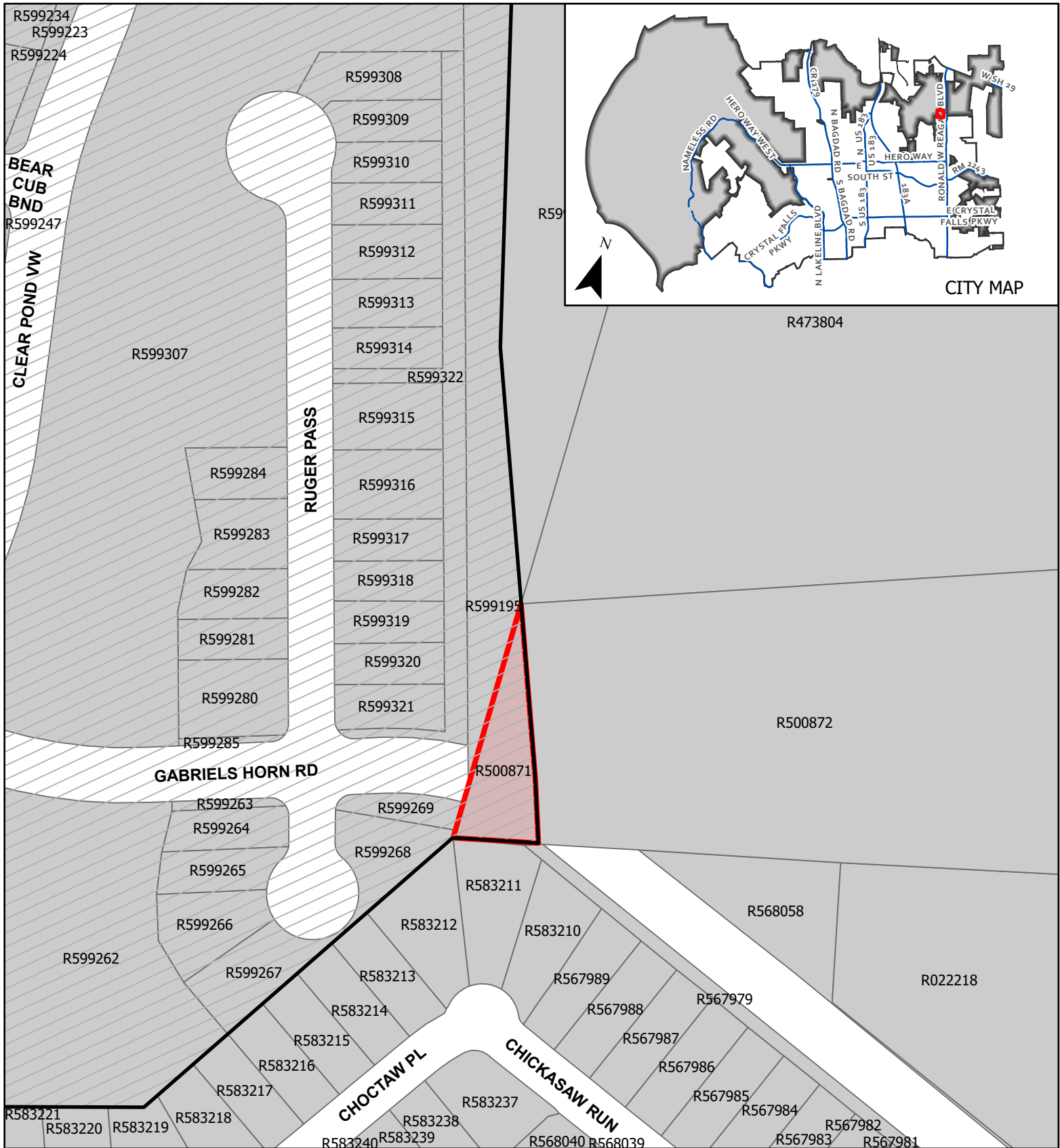
By: _____
Name (print): _____
Title: _____
Date: _____

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

Subject Property Description

+/- 17.821 ACRES

LESS AND EXCEPT PROPERTY ALREADY ANNEXED BY THE CITY OF LEANDER



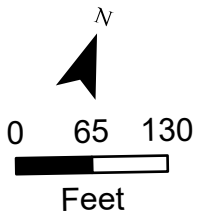
CASE: 22-A-002

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 $\frac{1}{2}$ " 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 $\frac{1}{2}$ " iron rod,
- South 17° 12' 30" East 314.81 feet to a found $\frac{1}{2}$ " iron rod,
- South 29° 46' 21" East 100.81 feet to a found $\frac{1}{2}$ " iron rod and
- South 25° 08' 32" East 86.12 feet to a found $\frac{1}{2}$ " 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 $\frac{1}{2}$ " 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 $\frac{1}{2}$ " 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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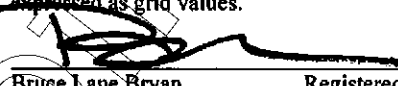
THENCE North 17° 52' 43" West with an interior line of said "17.825 Acre" tract and an exterior line of said Lot 1, Block "L" (Landscape) a distance of **151.77 feet** to a found ½" iron rod (capped) at a common corner of both;

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

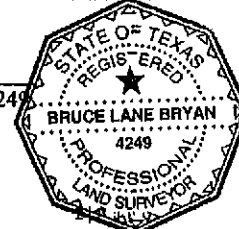


Exhibit “B”

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:

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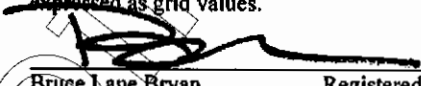
THENCE North 17° 52' 43" West with an interior line of said "17.825 Acre" tract and an exterior line of said Lot 1, Block "L" (Landscape) a distance of **151.77 feet** to a found ½" iron rod (capped) at a common corner of both;

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 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





EXECUTIVE SUMMARY
06/02/2022

AGENDA SUBJECT:

Approval of a Resolution accepting the petition for 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:

This resolution commences 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 will be paired with a zoning application that will run concurrently with the annexation. Approval of this item only sets the hearing schedule, it does not approve the annexation.

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

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

[illegible]

***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 1/2" 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 1/2" iron rod,
- South 17° 12' 30" East 314.81 feet to a found 1/2" iron rod,
- South 29° 46' 21" East 100.81 feet to a found 1/2" iron rod and
- South 25° 08' 32" East 86.12 feet to a found 1/2" 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 1/2" 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 1/2" iron rod (orange plastic cap "Bryan Technical Svc") at a common corner of both "17.825 Acre" tract and Lot 1, Block "L" (Landscape);

11 Page

11-GF# 202102373 em
Return to: Heritage Title
200 W 6th Street, Suite 1600
Austin, TX 78701

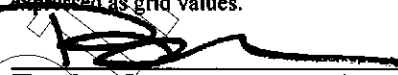
THENCE North 17° 52' 43" West with an interior line of said "17.825 Acre" tract and an exterior line of said Lot 1, Block "L" (Landscape) a distance of **151.77 feet** to a found ½" iron rod (capped) at a common corner of both;

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.bryantechanicalservices.com

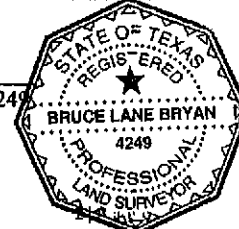


Exhibit “B”

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);

11 Page

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200 W 6th Street, Suite 1600
Austin, TX 78701

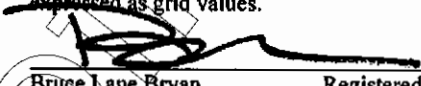
THENCE North 17° 52' 43" West with an interior line of said "17.825 Acre" tract and an exterior line of said Lot 1, Block "L" (Landscape) a distance of **151.77 feet** to a found ½" iron rod (capped) at a common corner of both;

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 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





EXECUTIVE SUMMARY
06/02/2022

AGENDA SUBJECT:

Approval of a Resolution accepting the petition for the Sullivan Tract Annexation Case 21-A-007 regarding the voluntary annexation of 308 acres $\pm$ 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.

BACKGROUND:

This resolution commences the voluntary annexation of 308 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 will be paired with a zoning application that will run concurrently with the annexation. Approval of this item only sets the hearing schedule, it does not approve the annexation.

APPLICANT/AGENT:

Forestar (USA) Real Estate Group, Inc (Elliot Condos)

PRESENTER:

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

Attachments

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 308 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 308 acres, more or less, in Williamson County, Texas, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes, less and except any property already annexed into the City of Leander, Texas.

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

+/- 308 ACRES

**LESS AND EXCEPT ANY PROPERTY ALREADY ANNEXED INTO THE CITY OF
LEANDER, TEXAS**

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 Forestar (USA) Real Estate Group, Inc. (“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.

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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.

[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): _____

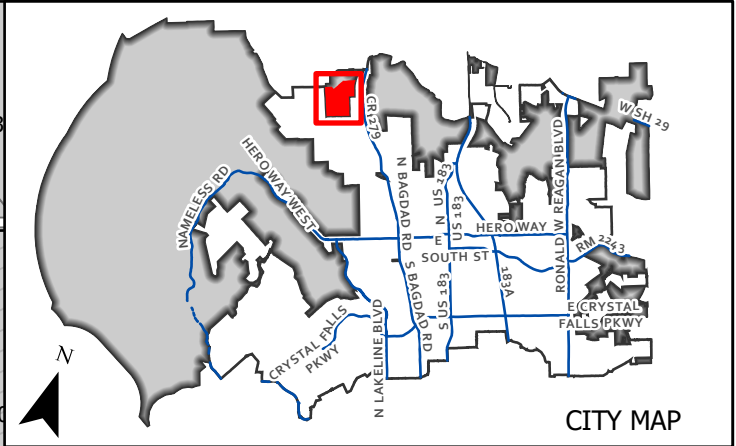
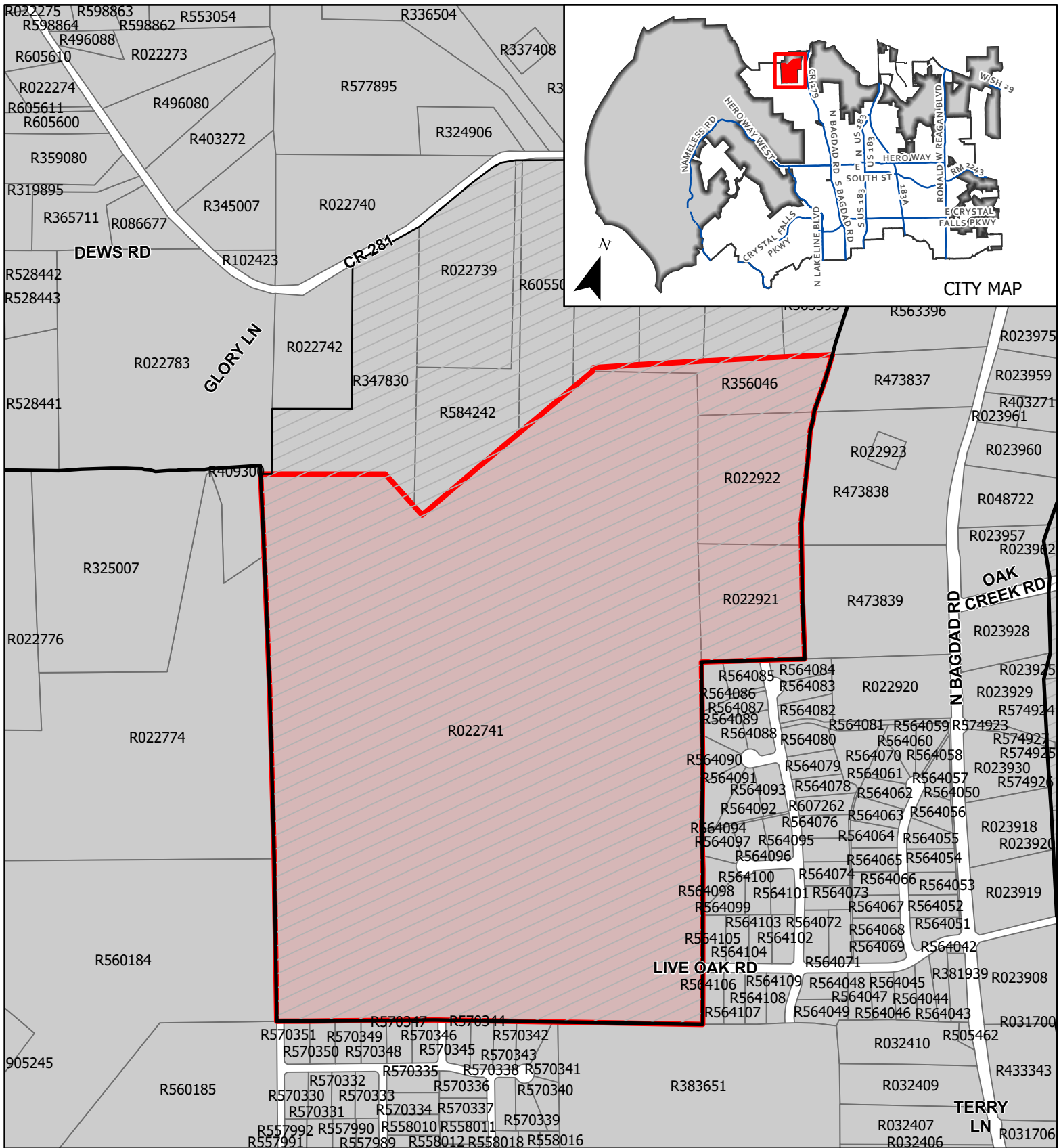
Title: _____

Date: _____

Subject Property Description

**+/- 308 ACRES LESS AND EXCEPT ANY PROPERT ALREADY
ANNEXED INTO THE CITY OF LEANDER, TEXAS**

SEE ATTACHED



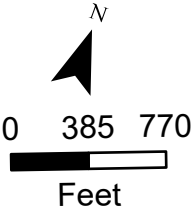
CASE: 21-A-007

EXHIBIT A

**SULLIVAN TRACT
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
SULLIVAN TRACT**

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 th 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 7th, 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 7th, 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 308 acres, more or less, in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes, less and except any property already annexed into the City of Leander.

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

+/- 308 ACRES

**LESS AND EXCEPT ANY PROPERTY ALREADY ANNEXED INTO 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 Forestar (USA) Real Estate Group, Inc. (“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.

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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.

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(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.

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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

**+/- 308 ACRES LESS AND EXCEPT ANY PROPERTY ALREADY
ANNEXED INTO THE CITY OF LEANDER**

SEE ATTACHED



EXECUTIVE SUMMARY
06/02/2022

AGENDA SUBJECT:

Conduct a Public Hearing and consider action regarding Zoning Case 21-Z-036 to amend the current Knight PUD (Planned Unit Development) with the base zoning districts GC-3-A (General Commercial) and MF-2-A (Multi-Family) on one (1) parcel of land approximately 9.938 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R583665; and generally located to the south of the intersection of US 183 and County Glen Drive, to the west of the railroad tracks, and north of the southern City Limits, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 21-Z-036 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

02/01/2018 - Original Knight Commercial PUD Zoning (GC-3-A) Approved

05/12/2022 - Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Eli Engineering, PLLC (Gary Eli Jones) on behalf of 2403 N Hwy 183, LLC (Sriramam Anusuri).

RECOMMENDATION:

The Planning & Zoning Commission recommended approval of the request with the following conditions during the May 12, 2002 meeting. The motion passed with a 4 to 2 vote (Commissioners Hampton and Mahan opposing).

1. Restrict use of the dome to tennis venue only
2. Provide 100% garage parking for multi-family uses

COMMISSIONER COMMENTARY:

Commissioner Mahan, Place 1: Agrees with not allowing a waiver to the garage parking requirements for multi-family uses. Commissioner Mahan did not agree to restricting the uses within the dome

Commissioner Hampton, Place 5: Does not agree with the restrictions on the use of the dome and parking. This request is a hard decision.

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 Draft Minutes



PLANNING ANALYSIS

ZONING CASE 21-Z-036 KNIGHT COMMERCIAL PUD AMENDMENT #1

GENERAL INFORMATION

Owner/Agent: Eli Engineering, PLLC (Gary Eli Jones) on behalf of 2403 N Hwy 183, LLC (Sriramam Anusuri).

Current Zoning: PUD (Planned Unit Development) with below base zoning:
GC-3-A (General Commercial)

Proposed Zoning: PUD (Planned Unit Development) amendment to the below base zonings:
GC-3-A (General Commercial)
MF-2-A (Multi-Family)

Size and Location: The property is located at 2403 Hwy 183, including approximately 9.94 acres.

Staff Contact: Cory Dale
Planner

APPLICANT REQUEST

The applicant has submitted a request to amend the existing PUD zoning district of their property in order to develop the property for commercial, indoor/outdoor tennis facility and mixed-use residential uses.

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

The original Knight PUD was adopted in 2018. This PUD allows for a mixture of commercial uses. This amendment to the PUD includes the addition of vertical mixed use that will allow for 20 residential uses as well as a tennis facility that is covered with a membrane fabric roof that does not meet the City's typical building standards.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	SFU-2-B	Undeveloped
EAST	SFC-2-B	Residential (Horizon Park Section 4)
SOUTH	PUD	Commercial (Rush Automotive)
WEST	GC-3-C	Commercial

SURROUNDING AREA:

This property is located at 2403 Highway 183 and includes the undeveloped remnant of the Knight Commercial PUD just to the north of Rush Automotive. To the east is railroad tracks followed by the Horizon Park Section 4 subdivision. To the west across US 183 is several commercial businesses such as Papa Johns, H&R Body Shop and Sticker Shop Auto.

PHYSICAL AND NATURAL FEATURES:

This property shows significant tree cover to the north end of the tract, which will need to comply with the City's tree preservation requirements.

PREVIOUS ZONING CASES:

The following zone case was previously submitted for this property:

- 17-Z-014 Knight Commercial PUD.

MAJOR CORRIDORS:

This property has access onto US 183.

TRANSPORTATION PLAN REQUIREMENTS:

This property includes potential ROW dedication along US 183 along with a ten (10') foot north-south sidewalk. At the time of site development 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.

SUBDIVISIONS:

This property is currently platted as the Knight Commercial Subdivision (Block A, Lot 1).

EXISTING UTILITIES:

This property has access to both water and sewer within the US 183 ROW.

CURRENT LAND USES:

This property is currently undeveloped.

PROPOSED ZONING DISTRICT:**USE COMPONENT****GC – GENERAL COMMERCIAL:**

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

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

MF – MULTI-FAMILY:

Features: Apartments

Intent: Development of multi-family dwelling structures. Such components are generally intended to serve as a buffer between single-family neighborhoods and more intensive uses such as commercial uses or arterial roadways. Such components are also intended to create more variety in housing opportunities and in the fabric of the community but are intended to be utilized in small areas to avoid large tracts devoted to strictly multi-family residential development. The goal is to avoid more than twenty-five (25) acres of contiguous land having a Multi-Family component. Access should be provided by a collector or higher classification street.

SITE COMPONENT**TYPE 2:**

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

Intent:

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

TYPE 3:

Features: Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.

Intent:

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

ARCHITECTURAL COMPONENT

TYPE A:

Features: 5 or more architectural features.

Intent:

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

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

- Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy;
- Provide new Commercial development opportunity;
- Maintain and/or improve diversity in the housing market;

Applicable Future Land Use categories**MULTI-USE CORRIDOR – PRIORITY CORRIDOR**

- The Multi-Use Corridor future development category is intended for mixed-use areas to be developed at a higher density/intensity and with uses not primarily supported in Neighborhood Residential. These areas are intended to provide for a mix of both commercial and residential uses that are not integrated into neighborhoods but maintain a seamless, compatible transition between residential and commercial uses.

Multi-Use Corridors are not intended for strip commercial nor are they expected to be predominantly commercial. These corridors have been identified as opportunity areas for businesses and daily services, high-intensity residential such as townhouses, civic and employment uses, but also traditional single-family neighborhoods where streets access these corridors.

These areas are intended to be developed with an auto-oriented character, which means vehicles and parking areas are a primary visual characteristic from the street. Access management is recommended to maintain safe traffic movement along these streets. Appropriate bufferyards are required to ensure compatibility with adjacent Neighborhood Residential.

DESIRED MIX: 40-60% Non-Residential, 0-40% Residential

SFT, TF, CH LO, LC, GC (Priority Corridors*), PUD

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:**DEVELOPMENT MEETING**

A development meeting was held with Staff on 08/09/2021. The following changes were made to the project since the development meeting was held:

- Slight layout modification but no significant changes made to spirit and intent of what was presented to staff.

NOTIFICATION

04/21/2022 - Public Notice on Hill Country News

04/27/2022 - Mail Notification to Property Owners within 200'

04/27/2022 - Public Hearing Signage Posted on Property

05/12/2022 - Planning and Zoning Commission Public Hearing

06/02/2022 - City Council Public Hearing & First Reading of the Ordinance

06/16/2022 - 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. Per the applicant, all owners have been notified via mail and no concerns have been raised.

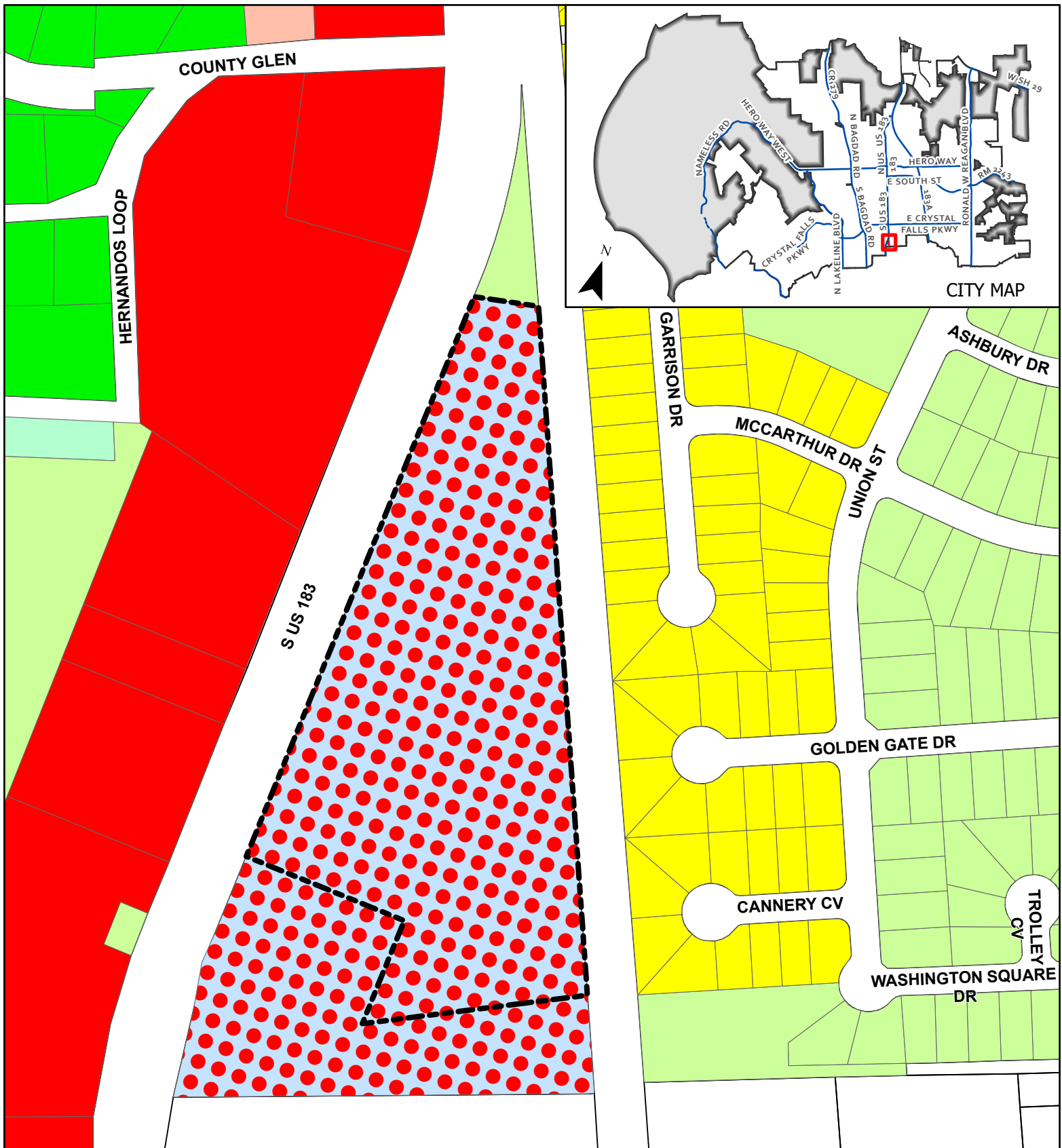
Please see the full report from the applicant included in the packet as attachment 9.

APPROVAL CRITERIA:

This zoning request is consistent with the future land use map designation of Multi-Use Corridor – Priority Corridor and the proposed development would be compatible and harmonious with the surrounding land uses along US 183.

The proposed amendment to the Knights PUD includes the following items:

1. Add the Dome Fabric Material to be utilized for the covered tennis facility;
2. Clarify the residential units allowed for the development as part of mixed-use retail vertical;
3. Updated the materials pallet to include the Dome material;
4. Add outdoor lighting for tennis and pickleball outdoor courts;
5. Update the conceptual site layout plan for the current proposed development;



Current Zoning 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



SFE - Single-Family Estate



SFS - Single-Family Suburban



SFU - Single-Family Urban



SFC - Single-Family Compact



LO - Local Office



GC - General Commercial



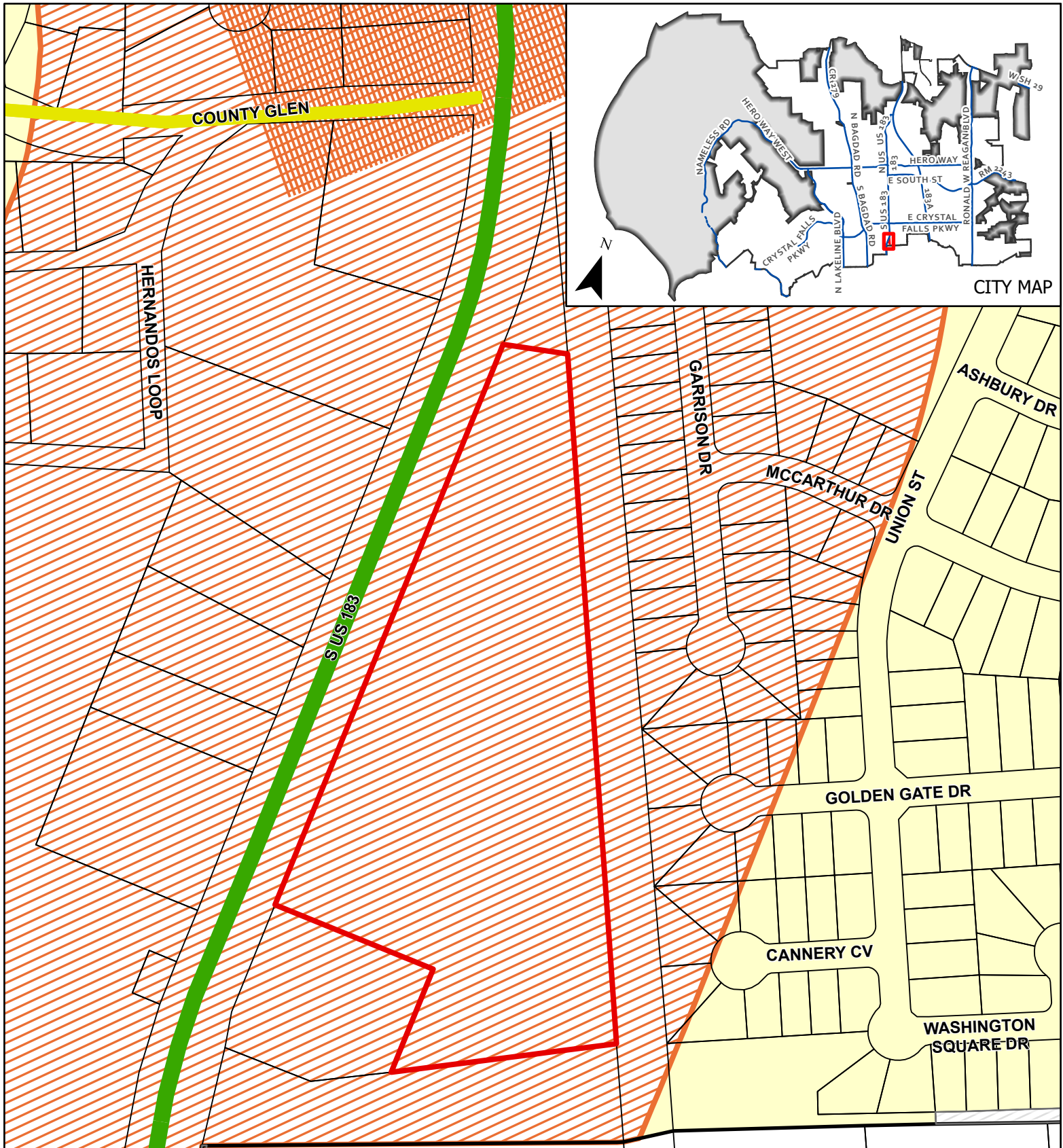
PUD - General Commercial



0 80 160

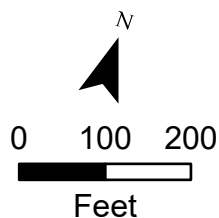


Feet



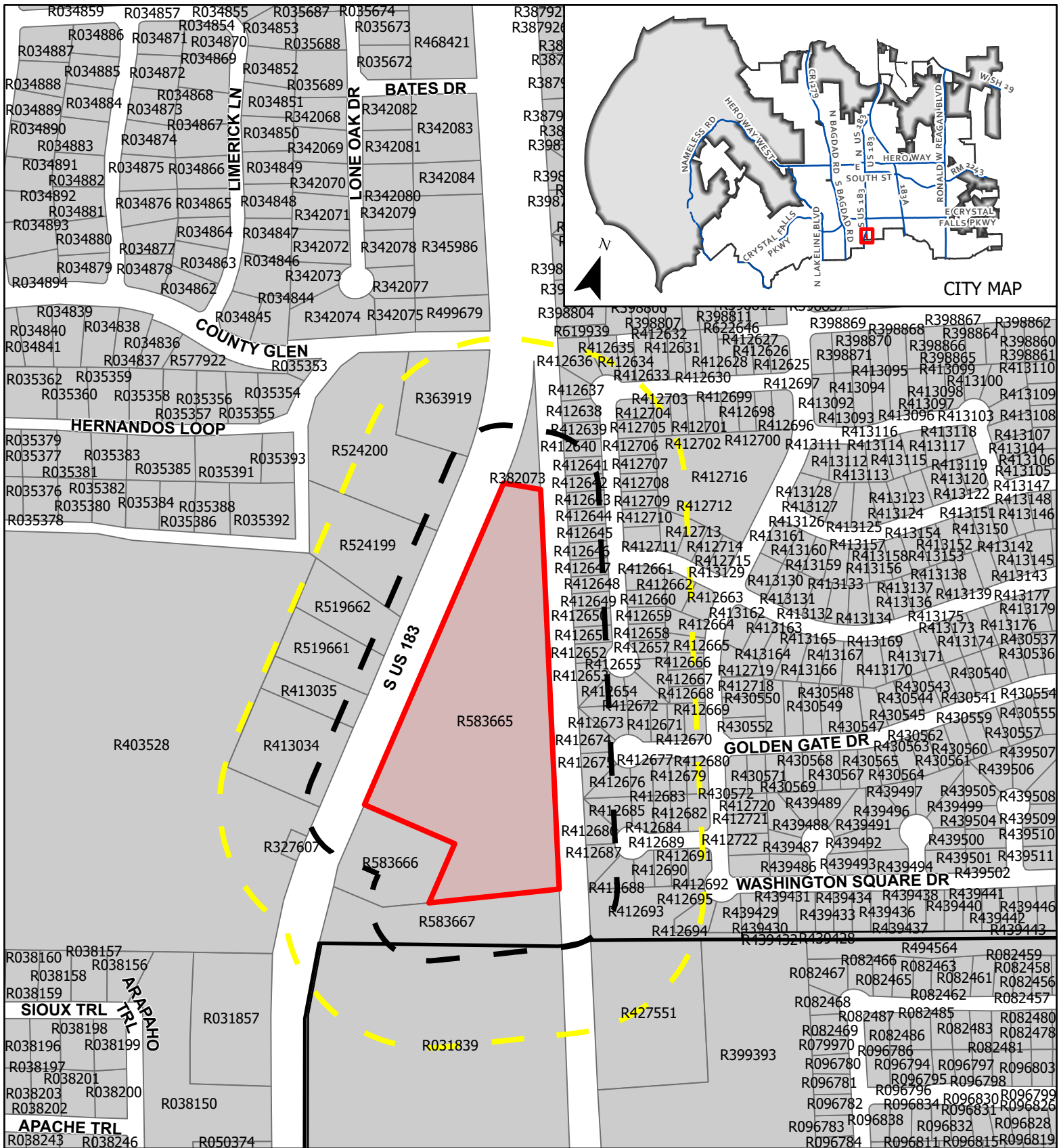
Future Land Use Map

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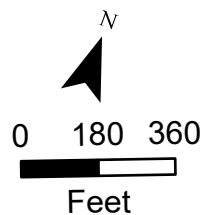
- Leander City Limits
- Leander ETJ
- Subject Area
- Arterial 6 Lane, Existing

- Collector, Existing
- Future Land Use
- Neighborhood Residential
- Multi-Use Corridor - Priority Corridor

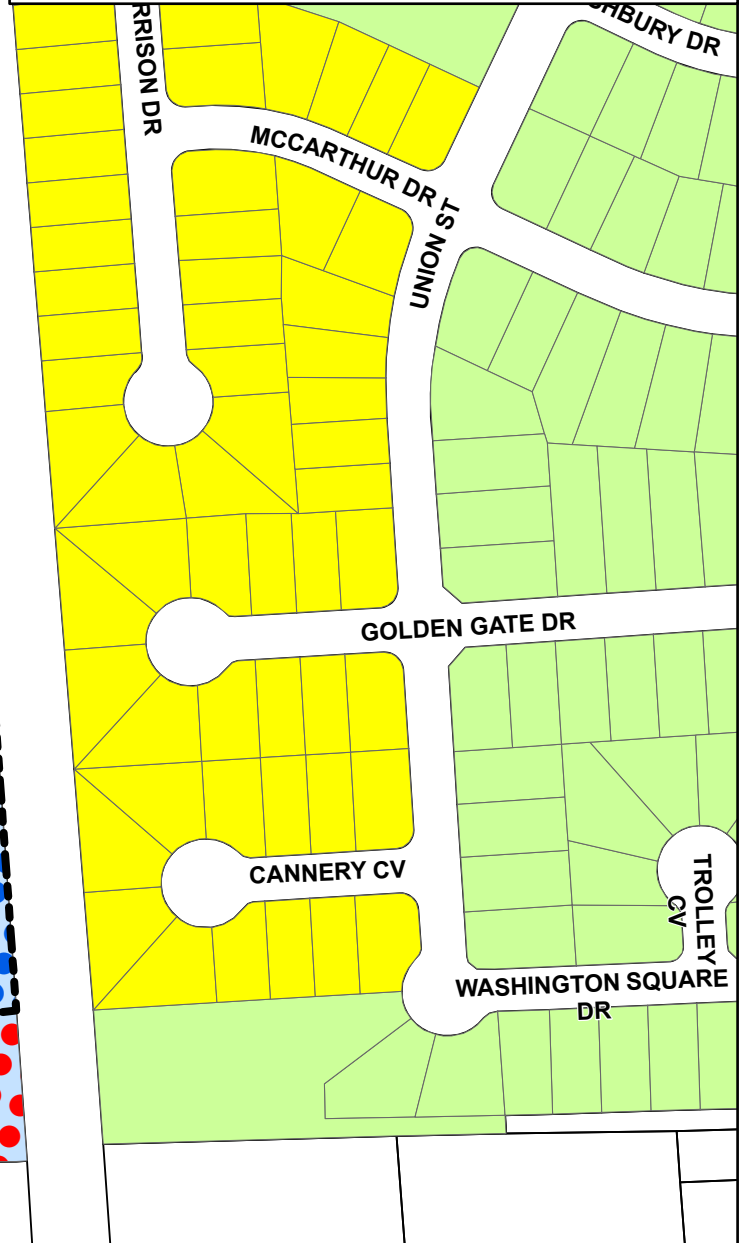
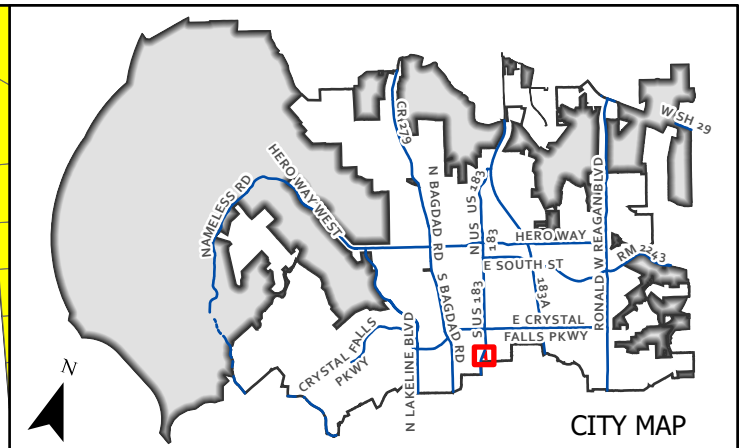
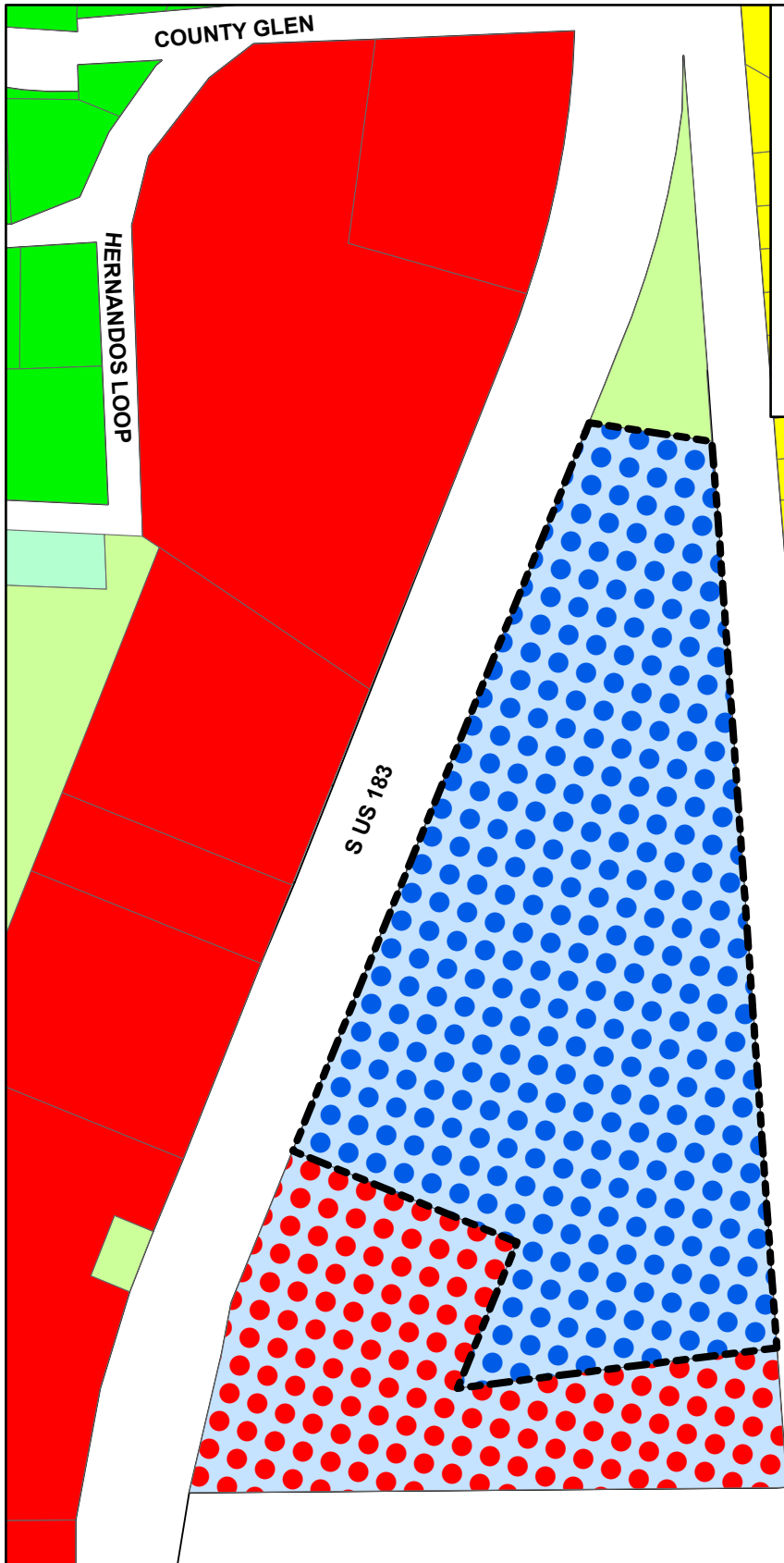


Public Notification

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



CASE: 21-Z-036

ATTACHMENT #5

KNIGHT COMMERCIAL

Proposed Zoning Map



Subject Area



SFE - Single-Family Estate



SFS - Single-Family Suburban



SFU - Single-Family Urban



SFC - Single-Family Compact



GC - General Commercial

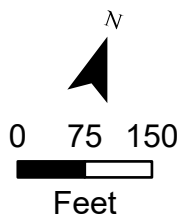


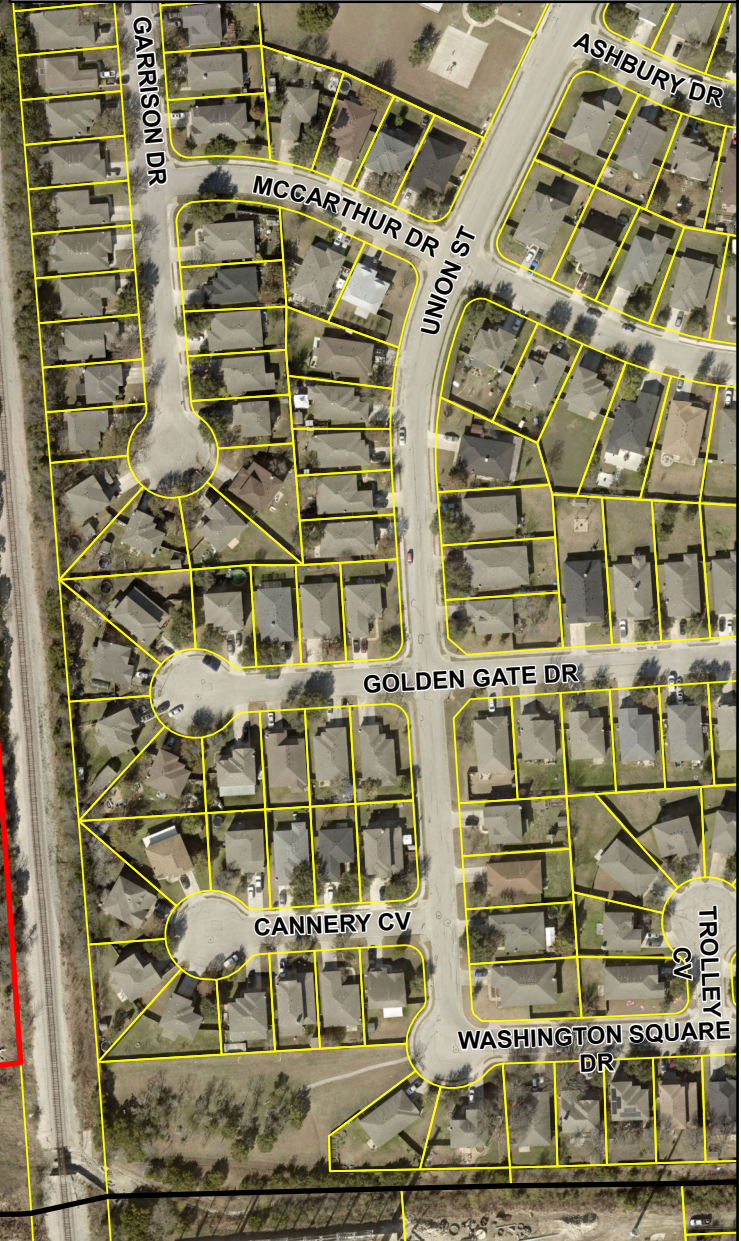
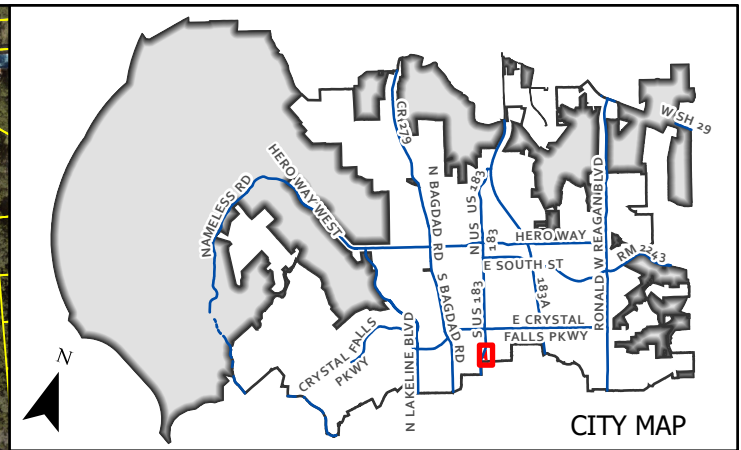
PUD - Mixed Use



PUD - General Commercial

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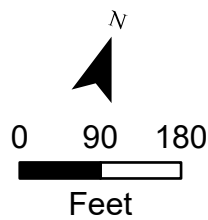
CASE: 21-Z-036

ATTACHMENT #6

KNIGHT COMMERCIAL

Aerial Map

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-  Leander City Limits
-  Leander ETJ
-  Subject Area

EXHIBIT A

Knight Commercial Planned Unit Development Amendment #1

A. Purpose and Intent

1. The Knight Commercial PUD Amendment #1 is comprised of approximately 9.938 acres, as shown in **Exhibit B**. The overall development of this property includes Auto Repair, Climate Controlled Storage Facility, and other uses consistent with General Commercial use component for the remainder of the property. This amendment includes the addition of a tennis venue and vertical mixed use residential units

B. Applicability and Base Zoning

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

GC-3-A General Commercial
MF-2-A Multi-Family

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:
 - A. All uses allowed in the GC use component with the addition of a Tennis venue development utilizing Air Supported Structure in accordance with Chapter 6 of ASTM-55-16 Tensile Membrane Structures as well as ASTM-17-96 Air Supported Structures for the indoor tennis facility with membrane roof to comply with flame propagation performance criteria of Test Method 1 or Test Method 2, as appropriate, of NFPA 701.
 - B. Vertical mixed use including up to 20 residential units are allowed.
 - C. Outdoor lighting for tennis courts and pickleball courts shall be allowed in accordance with Chapter 14, Article VI, Section 12.
2. The prohibited uses shall include:
 - A. Convenience stores and gas stations
 - B. Crematory

- C. Assisted Living or Nursing Home
- D. Equipment and furniture or other similar goods sales, repair and service
- E. Farms or truck gardens, limited to the propagation and cultivation of plants and provided further that no poultry or livestock shall be housed within two hundred (200) feet of any property line.
- F. Funeral home, including embalming and crematory facilities associated with an on-site funeral home or cemetery.
- G. Manufactured housing sales and accessory building sales
- H. Office / warehouse including painting, plumbing or other similar commercial services; High Tech uses allowed; no roll-up doors.
- I. Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals
- J. Vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop
- K. Wholesale activities with less than 3,500 square feet of gross area of the business.

E. Development Standards

- 1. Setback requirements shall be in accordance with GC-3-A requirements.
- 2. Multi-Family Units are permitted as upper-floor dwellings in a vertically mixed-use building and shall include the following:
 - A. Building Types: Vertical mixed-use buildings shall include ground floor devoted to retail, service, office, or institutional uses. Residential uses are only permitted on the upper floors. Multi-family amenities such as leasing offices, laundry facilities, and gyms shall not count towards the retail, service, office, or institutional requirements.
 - B. Parking: All parking shall be provided in accordance with Article VI, Section 3. Detached garages for a minimum of fifty percent (50%) of the residential units shall be provided.
 - C. Public Space: Public spaces such as parks and plazas shall be integrated into the project.
- 3. The air-supported membrane structure is only allowed to be used as an Group A-4 occupancy type as defined in the 2015 International Building Code. This specific use is exempt from the fire suppression requirement, provided the conditions regarding exiting and the required fire alarm systems are in compliance with currently adopted laws, codes, and ordinances. This exception only applies to the Group A-4 are contained within an A-4 area of the building. Omission of sprinkler coverage is permitted for the participant sport area only, or the Group A-4 area. All other areas are required to be equipped with an automatic sprinkler system. This includes all other rooms and spaces in the building, such as the spectator seating areas, locker rooms, restaurants, lounges, shops, arcades, skyboxes and storage areas. The use of the A-4 sports area for other uses, such as a weddings, weekend crafts fair, or other activity not specifically listed, would be in violation of the exception and should not be permitted by right.

F. Architectural Standards

- 1. All product shall be designed with the Type A Architectural Component, and shall substantially conform to the architectural style shown in **Exhibit D**.

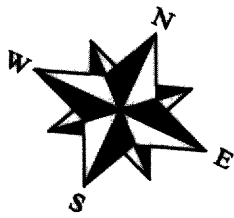
2. Burnished CMU is permitted as an accent material.

G. Site Standards

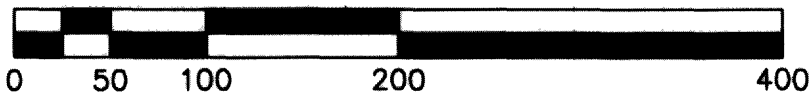
1. All site standards shall be designed in accordance with Type 3 Site Component, with the following conditions:
 - A. Outdoor commercial fueling and/or washing of vehicles shall be prohibited.
 - B. A single building may not exceed 120,000 square feet of floor area.
 - C. Three (3) points of access shall be allowed for the property in accordance with the TxDOT Access Management Manual guidelines. The driveways will be designed by a Professional Engineer and be subject to approval by City of Leander and TxDOT. The driveway to the north of the property that provides access to the “Welcome to Leander” sign will be improved to a joint access driveway that lines up with the existing driveway across Highway 183. The cost of the driveway improvement shall be the responsibility of the developer of the Knight PUD property.
2. The landscape plan shall comply with the Landscape Materials Palette attached as **Exhibit E.**
3. Masonry walls per Article VI, Section 14(d) are not required for the eastern property line adjacent to the railroad ROW.

KNIGHT COMMERCIAL
FINAL PLAT

EXHIBIT "B"
9.938 AC LOT 1, BLK "A"



1"=100'

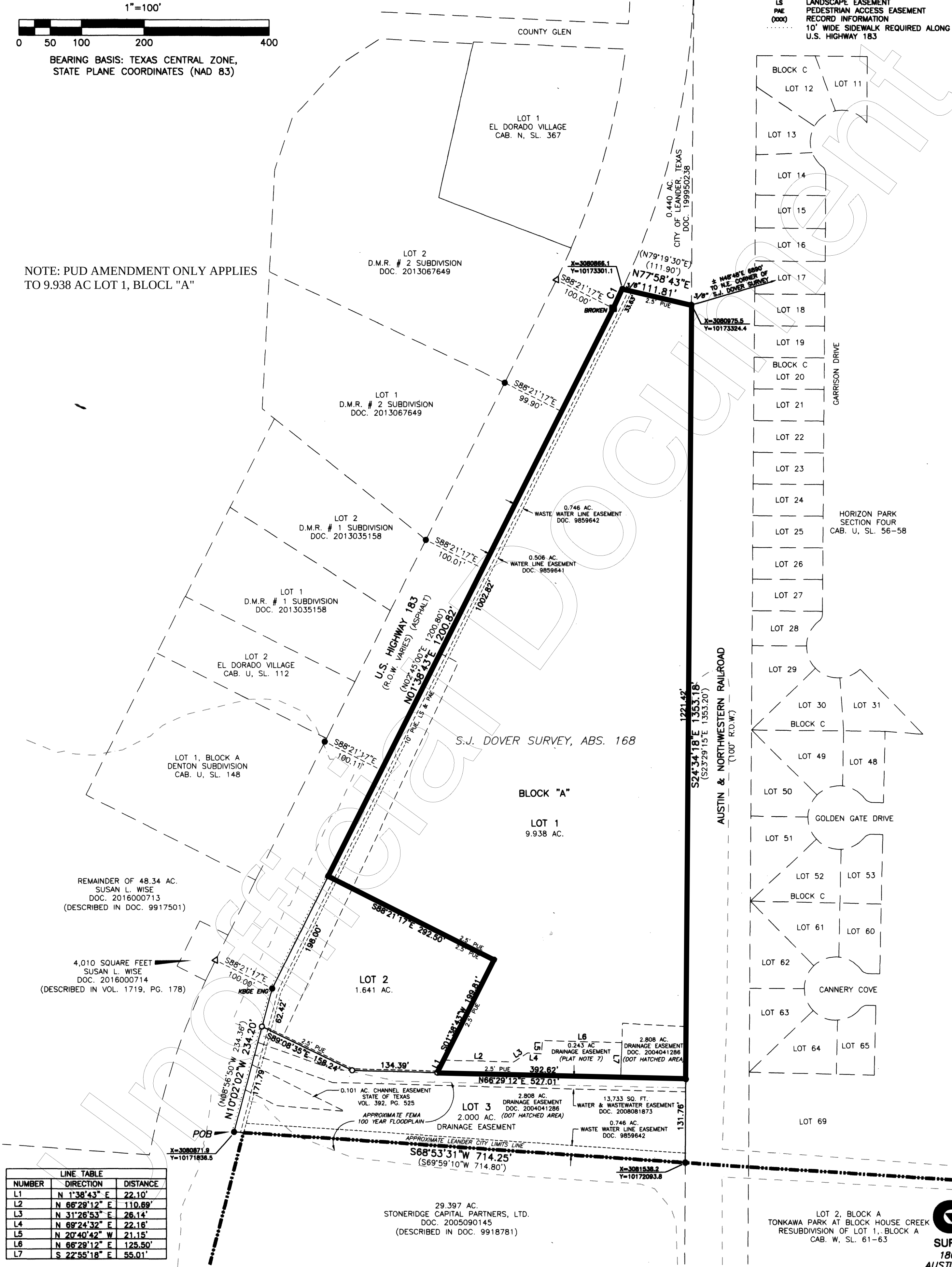


BEARING BASIS: TEXAS CENTRAL ZONE,
STATE PLANE COORDINATES (NAD 83)

NOTE: PUD AMENDMENT ONLY APPLIES
TO 9.938 AC LOT 1, BLOCK "A"

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- IRON ROD WITH CAP FOUND (INSIGNIA NOTED)
- TXDOT TYPE I MONUMENT FOUND
- IRON ROD WITH G&R CAP SET
- CALCULATED POINT
- PUBLIC UTILITY EASEMENT
- LANDSCAPE EASEMENT
- PEDESTRIAN ACCESS EASEMENT
- RECORD INFORMATION
- 10' WIDE SIDEWALK REQUIRED ALONG
U.S. HIGHWAY 183



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 1°38'43" E	22.10'
L2	N 66°29'12" E	110.89'
L3	N 31°26'53" E	26.14'
L4	N 69°24'32" E	22.16'
L5	N 20°40'42" W	21.15'
L6	N 66°29'12" E	125.50'
L7	S 22°55'18" E	55.01'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	1°36'39"	1196.28'	33.63'	N01°01'20"E	33.63'
				N01°59'20"E	34.10'

TONKAWA PARK AT BLOCK HOUSE CREEK
RESUBDIVISION OF LOT 1, BLOCK A
CAB. W, SL. 61-63

G&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000
SHEET 2 OF 3

Doc # 2019021315



ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

WARNING :!!! CONTRACTOR TO FIELD VERIFY ALL
EXIST. UTILITIES VERTICALLY AND HORIZONTALLY
PRIOR TO CONSTRUCTION

SHEET

DRAWING SCALE:	HORIZ. = VERT. =
SURVEYED:	
FILE NAME:	
DATE:	
DRAWN:	GEJ
DESIGNED:	EEI

LEANDER, TEXAS 78641

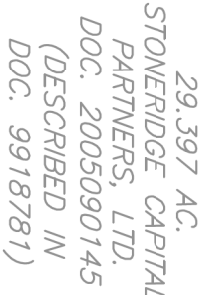
LEANDER OAKS

EXHIBIT 'C'

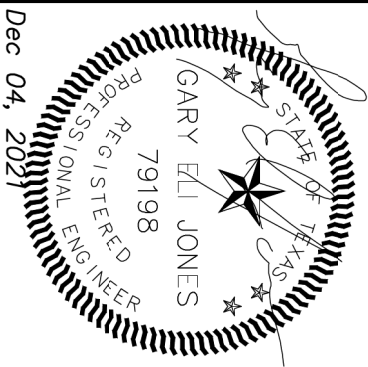
CONCEPTUAL SITE LAYOUT & LAND USE PLAN

gejtexas@gmail.com

TBPELS FIRM No. 17877



ELI ENGINEERING, PLLC.
700 THERESA COVE, CEDAR PARK, TX 78613
512-918-0819 (F) 512-532-0560

[illegible]



BRICK



ACME BRICK - RAVEN CREEK



ACME BRICK - SAGEBRUSH



ACME BRICK - PRAIRIE LAND



THIN BRICK



STONE

STOREFRONT FRAMES

FRAMES TO BE:

CLEAR ANODIZED SILVER
DARK BRONZE

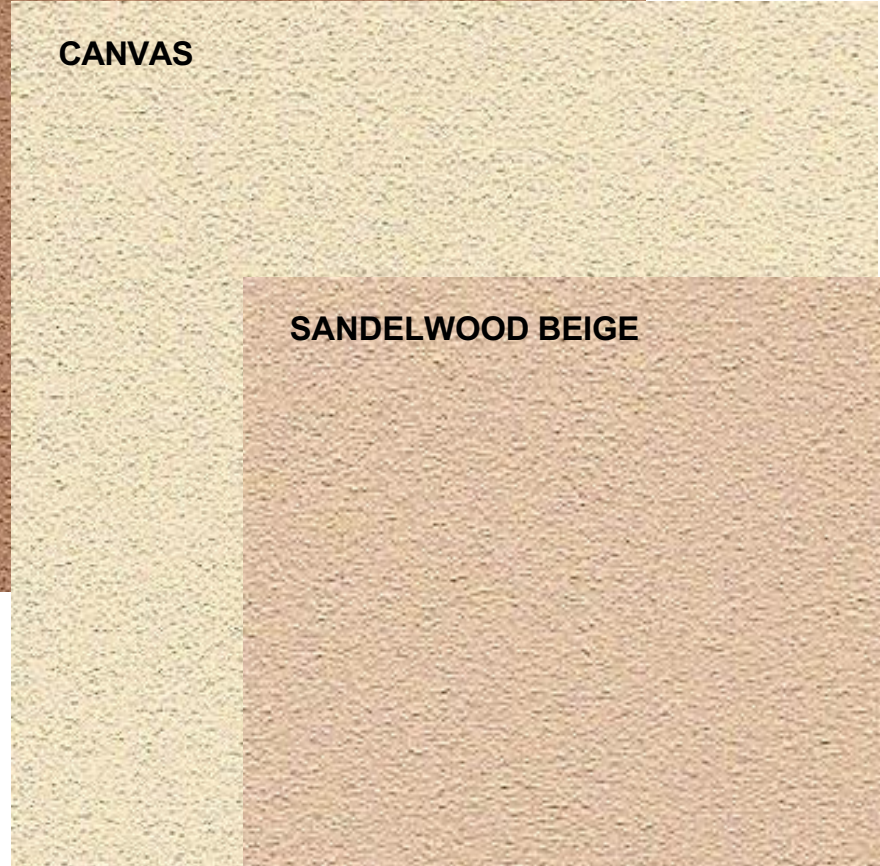


GLAZING TO BE:

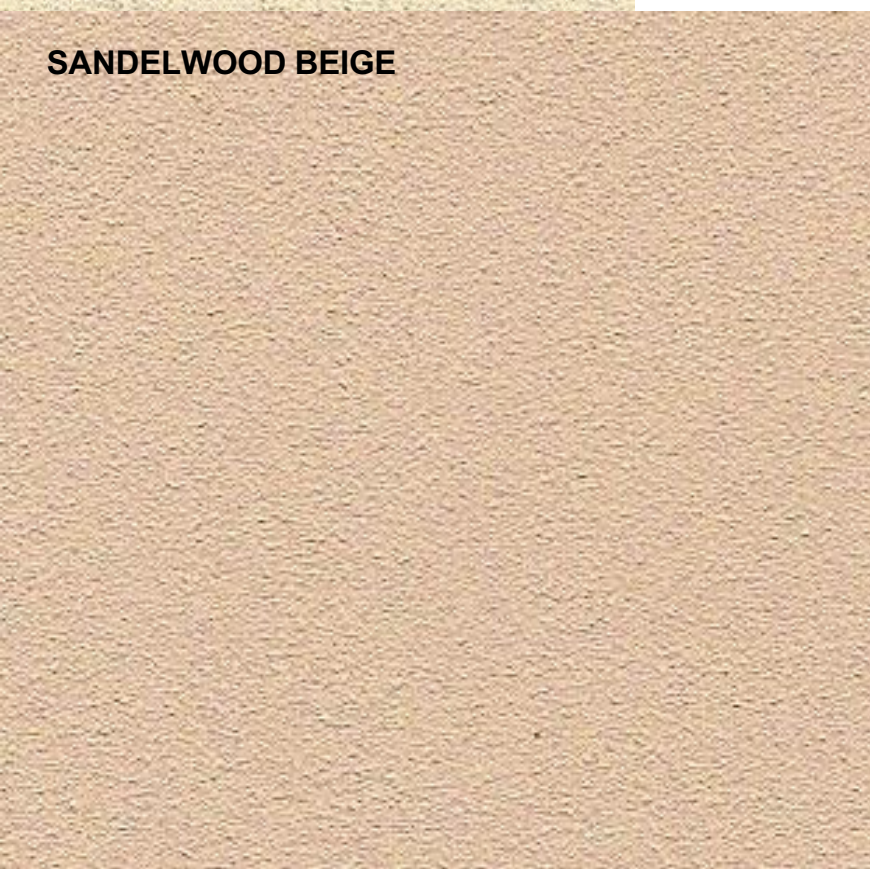
CLEAR
GREY TINT
PPG SOLARBAN R100
PPG SOLARBAN 60
PPG SOLARBAN Z75



SPICE TAN

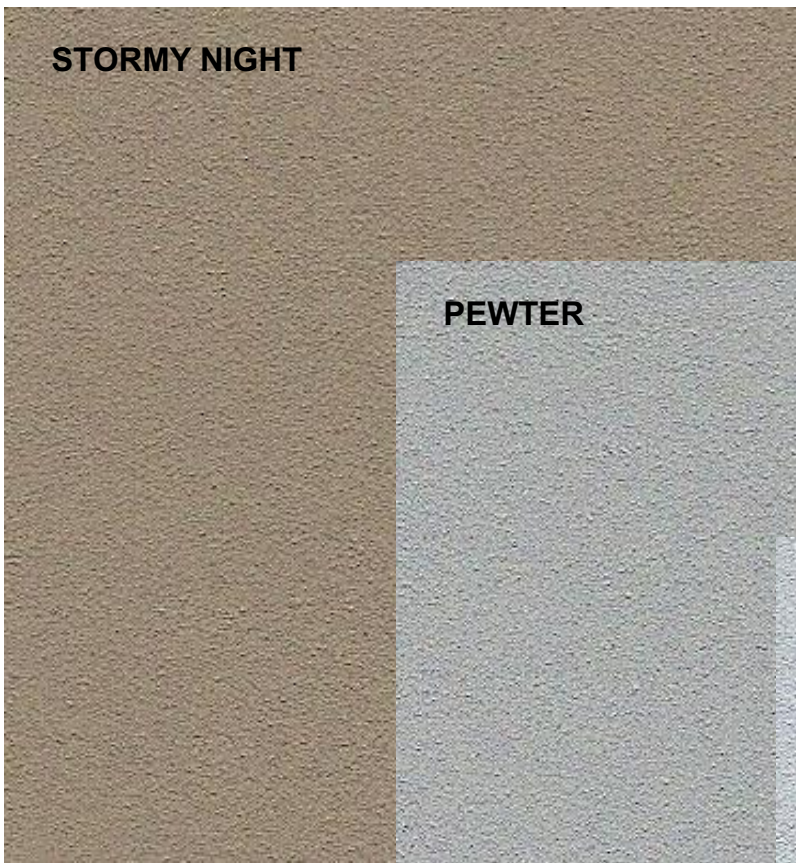


CANVAS

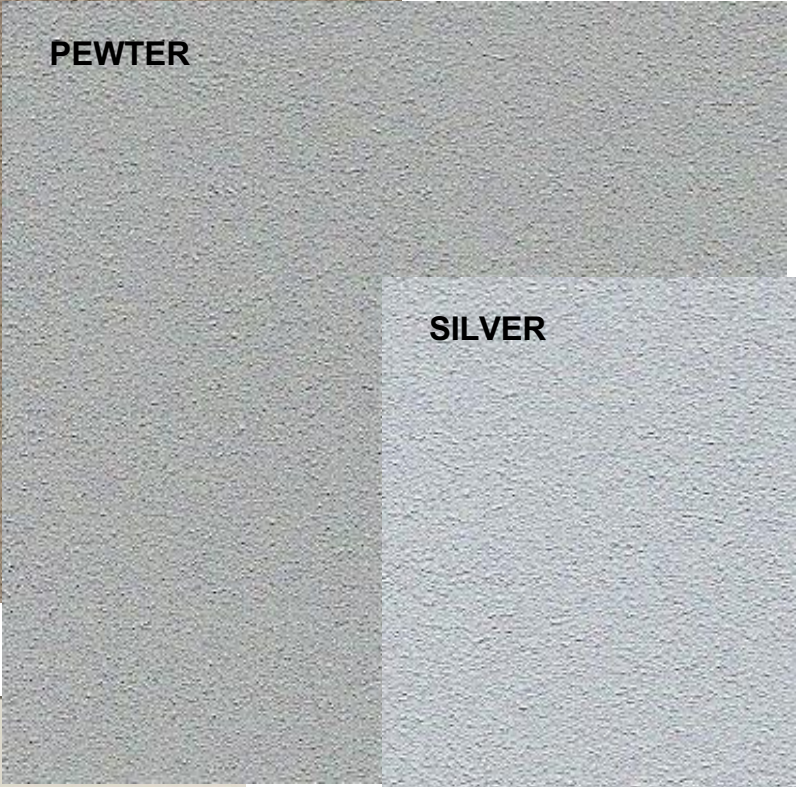


SANDELWOOD BEIGE

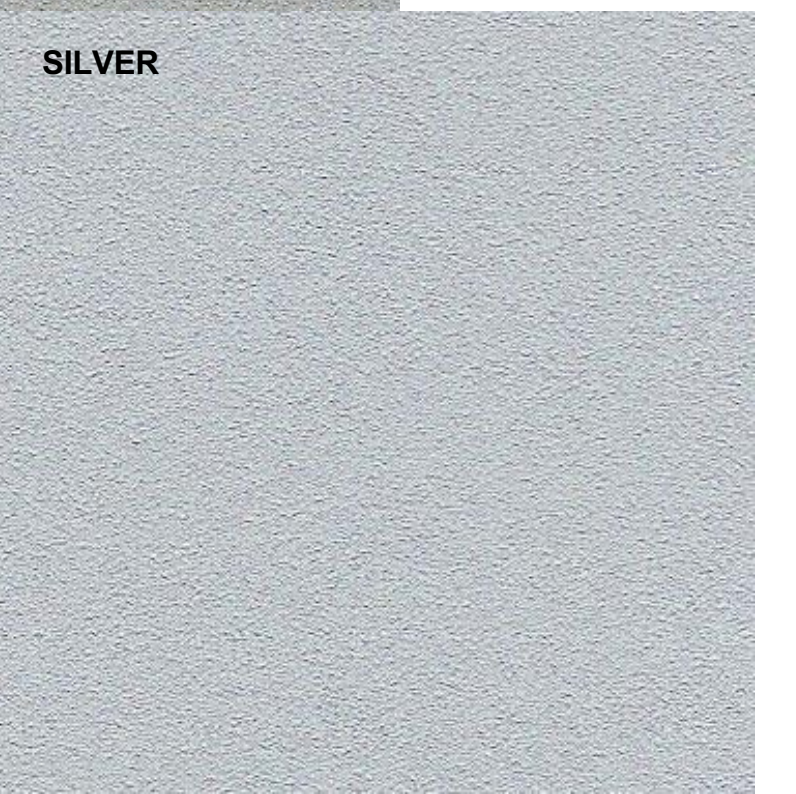
STUCCO COLORS



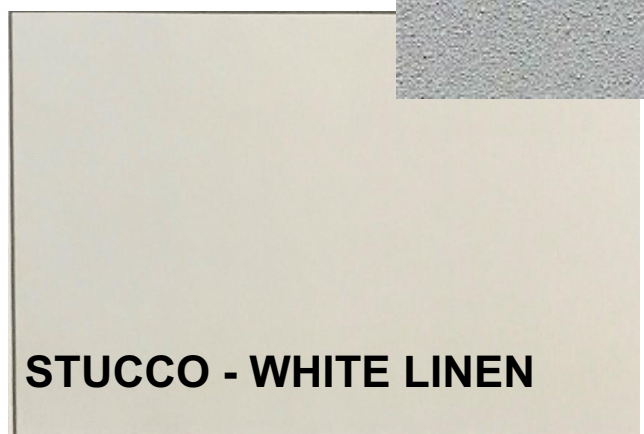
STORMY NIGHT



PEWTER



SILVER

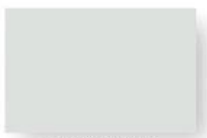
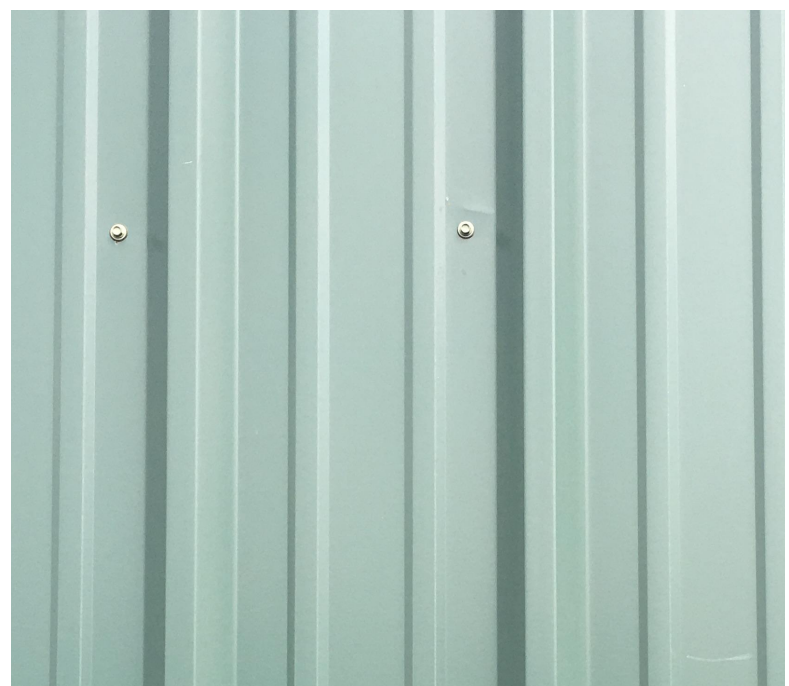


STUCCO - WHITE LINEN

STONE COLORS



METAL ROOF COLORS



SHASTA WHITE



PARCHMENT



SIERRA TAN



BUCKSKIN



PARCHMENT



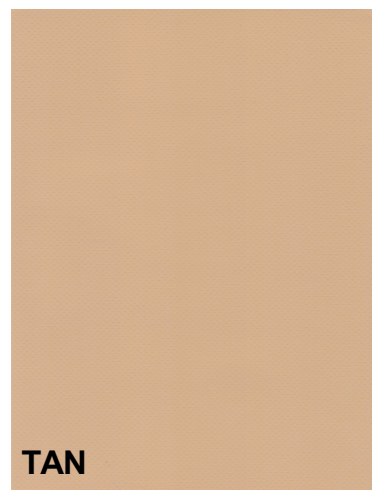
SIERRA TAN



ZINC GREY

ARCHITECTURAL METAL ACCENTS

PNUMATIC DOME FABRIC OPTIONS



TAN



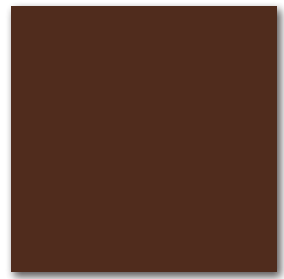
GRAY



WHITE



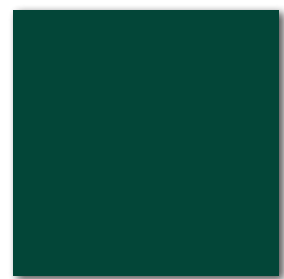
ALUMINUM GRAY



CHOCOLATE



NIGHT BLUE



MOSS GREEN



ROYAL BLUE

SPLIT FACE CMU WALL COLORS



LIMESTONE



SADDLE TAN

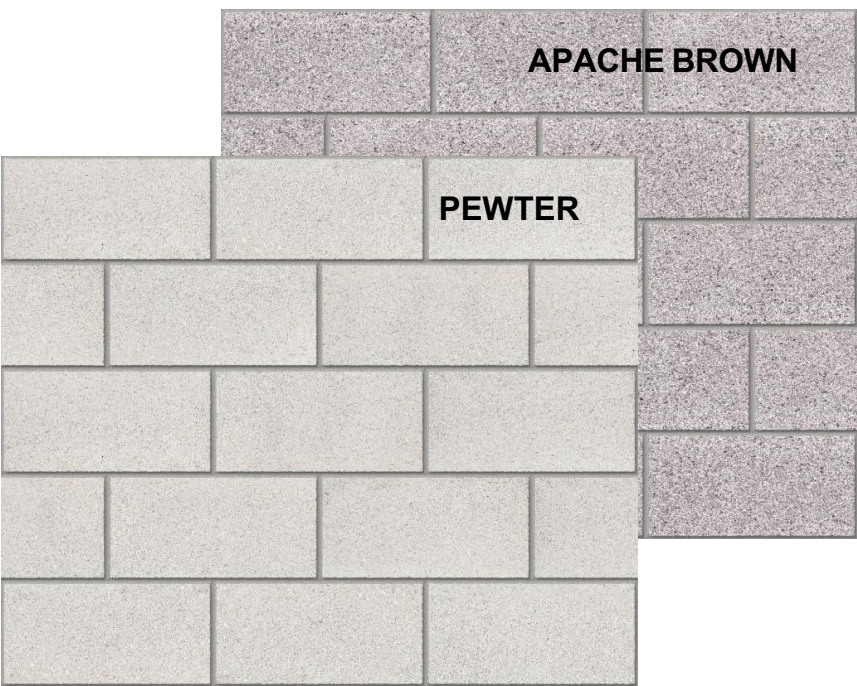


LONESTAR GRAY



TEXAS CREAM

BURNISHED CMU ACCENT COLORS



APACHE BROWN

PEWTER



CHARCOAL



AZTEC

KNIGHT COMMERCIAL PUD
MATERIALS PALETTE
EXHIBIT D

PLANT PALETTE

TREES	BOTANICAL NAME	Evergreen	Deciduous	Semi-Deciduous
Arizona Cypress	Cupressus arizonica	X		
Bald Cypress	Taxodium distichum	X	X	
Burr Oak	Quercus macrocarpa		X	
Live Oak	Quercus virginiana			X
Monterey Oak	Quercus polymorpha 'Monterey'	X		
Shumard Red Oak	Quercus shumardii		X	
ORNAMENTAL TREES	BOTANICAL NAME	Evergreen	Deciduous	Semi-Deciduous
Crape Myrtle, Muskogee	Lagerstroemia indica 'Muskogee'		X	
Desert Willow	Chilopsis linearis		X	
Nellie R. Stevens Holly	Ilex x 'Nellie R Stevens'	X		
Yaupon Holly	Ilex vomitoria	X		
SHRUBS	BOTANICAL NAME	Evergreen	Deciduous	Semi-Deciduous
Beaked Yucca, 'Blue Velvet'	Yucca rostrata 'Blue Velvet'	X		
Bicolor Iris	Dietes bicolor	X		
Big Muhly	Muhlenbergia lindheimeri 'Big'			X
Blue Plumbago	Plumbago auriculata	X		X
Copper Canyon Daisy	Tagetes lemmonii	X		
Cotoneaster, Bearberry	Cotoneaster dammeri 'Coral Beauty'	X		
Dwarf Palmetto	Sabal minor	X		
Flowering Senna	Cassia corymbosa	X		X
Gulf Muhly Grass	Muhlenbergia capillaris 'Autumn Blush'			X
Havard Agave	Agave havardiana	X		
Knock Out Rose	Rosa acicularis 'Knock Out'		X	
Powis Castle Artemisia	Artemisia x 'Powis Castle'	X		
Pride of Barbados	Caesalpinia gilliesii		X	
Purple Salvia Greggii	Salvia greggii 'Purple'	X		X
Red Yucca	Hesperaloe parviflora	X		
Rock Rose	Pavonia lasiopetala			X
Sandankwa Viburnum	Viburnum suspensum	X		
Soft Leaf Yucca	Yucca pendula	X		
Sotol	Dasyliroium texanum	X		
Texas Sage	Leucophyllum frutescens	X		
Thompson's Yucca	Yucca thompsoniana	X		



Arizona Cypress



Bald Cypress



Burr Oak



Live Oak



Monterey Oak



Shumard Red Oak



Crape Myrtle
Muskogee



Desert Willow



Nellie R Stevens
Holly



Yaupon Holly



Beaked Yucca



Bicolor Iris



Big Muhly Grass



Blue Plumbago



Copper Canyon Daisey



Cotoneaster



Dwarf Palmetto



Flowering Senna



Gulf Muhly Grass



Harvard Agave



Knock Out Rose



Artemisia



Pride of Barbados



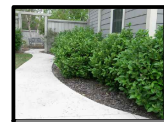
Salvia greggii



Red Yucca



Rock Rose



Sandankwa Viburnum



Soft Leaf Yucca



Sotol



Texas Sage



Thompson Yucca



**BLAIR LANDSCAPE
ARCHITECTURE, LLC**
QUALITY. INTEGRITY. RELIABILITY.

Knight Commercial
P.U.D. Standards
Leander, TX

Exhibit E Landscape
Materials Palette

L1



Firm #: 17877

October 4, 2021

Ms. Robin M. Griffin, AICP
104 Brushy Creek Street
Leander, TX 78641

Re: Knight Commercial PUD Zoning Amendment (18-011-00)

Dear Ms. Griffin:

On behalf of the Owners, Eli Engineering is pleased to submit the application to amend the zoning for Lot 1, Block B of Knight Commercial for zoning of the 9.938 Ac property located at the 2400 block of Highway 183 known as the Knight Property. The property is currently vacant and zoned PUD. In order to take advantage of the 183 frontage, the proposed zoning is a Planned Unit Development (PUD) with a base district of GC-3-A. The City of Leander city limits and Cedar Park ETJ abuts the south property line. The property to the east and across the train tracks is zoned SFC-2-B and SFU-2-B. The property to the west and across 183 is zoned GC-3-C and GC-4-C.

The property will be developed as a mixed use including restaurants, retail, residential, and both indoor and outdoor tennis facility. The indoor facility is proposed to include up to 6 tennis courts covered by a dome fabric material to provide year long comfort for not only tennis but other multiple events that could utilize such a venue. The residential units are anticipated to be provided above the retail space on the north end of the property.

The proposed PUD zoning provides for the following higher standards of development:

1. Designating the Type A Architectural Component
2. Provide a Master Plant Palette.
3. Provide a Master Sign Plan including: proposed locations, provide cohesive materials palette, design specifications for signage, type of illumination

The proposed amendment to the PUD zoning includes the following items:

1. Add the Dome Fabric Material to be utilized for the covered tennis facility.
2. Clarify the residential units allowed for the development as part of mixed-use retail vertical.
3. Updated the materials pallet to include the Dome material.
4. Add outdoor lighting for tennis and pickleball outdoor courts.
5. Update the conceptual site layout plan for the current proposed development.

We look forward to working with the City of Leander on this application. If you have any questions, please do not hesitate to contact my office.

Sincerely,

Gary Eli Jones, P.E.
Member

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.

The property is adjacent to Horizon Park Section 4. The adjacent property owners will be contacted via Goodwin Management and presentation to all that want to attend will be given to the neighbors showing the proposed facility and development. Mr. Andrew Hopkin is the Manager for the Horizon Park HOA. We have reached out to him for suggestions on a venue that would be most convenient for the residents and suggestions on the best way to communicate with the residents.

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 the contact information used.

Goodwin Management for the property owners.

3. What concerns were raised during these communications?

The meeting with the property owners will be scheduled prior to scheduling the amendment for Planning Commission.

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

None to date.

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

Signature: Gary Jones Date 10/1/2021

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY AMENDING THE KNIGHT PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF GC-3-A (GENERAL COMMERCIAL) AND MF-2-A (MULTI-FAMILY); 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 9.938 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification number R583665; more particularly described in Instrument Number 2021142421 recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by amending the Knight PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial) and MF-2-A (Multi-Family). The Knight PUD Amendment #1 shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A", "B", "C", "D", and "E" 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 2nd day of June, 2022.

FINALLY PASSED AND APPROVED on this the 16th day of June, 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

May 12, 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 Chair John Cosgrove.

3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the May 5, 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. Reapproval of Subdivision Case 20-SFP-011 regarding Hazlewood Phase 6, Lot 52-A, 52-B, 52-C, and 52-D Short Form Final Plat on two parcels of land approximately 15.692 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R485234, R599650; generally located southwest of Ronald W. Reagan Blvd. and Republic Trails Blvd., Leander, Williamson County, Texas.

7. Approval of Subdivision Case 21-TOD-FP-029 regarding Bryson Phase 14 Final Plat on one parcel of land approximately 14.846 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032196; generally located at the north west corner of E. San Gabriel Pkwy and CR 270, Leander, Williamson County, Texas.

8. Approval of Minutes.

Motion made by Commissioner Rick Carpenter and seconded by Commissioner Ron May to approve the consent agenda items 6 through 8.

Vote 6 to 0

PUBLIC HEARING: ACTION

9. Conduct a Public Hearing regarding Subdivision Case 22-CP-002 to adopt the Crystal Mesa 2 Concept Plan on three parcels of land approximately 10.33 acres ± in size, more particularly described by Travis Central Appraisal District Parcels 354047, 354048, 354050; generally located at the south west of CR 290 and High Lonesome, Leander, Travis County, Texas.

- Discuss and consider action regarding Subdivision Case 22-CP-002 as described above.

Motion made by Commissioner Gary Hampton, Jr., seconded by Commissioner Laura Lantrip to recommended approval of the concept plan.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

10. Conduct a Public Hearing and consider action on a Subdivision Variance request from Article III, Section 42 (b) (2) (iii) of the Subdivision Ordinance that requires a developer to extend streets and trails to the boundary lines of the tract and Article III, Section 42 (b) (2) (vi) of the Subdivision Ordinance that requires street and trail right-of-way shall be dedicated and constructed with the Plat associated with 114.68 acres ± in size; more particularly described as Devine Lake Ph. 3 Subdivision; generally located to the west of N. Bagdad Rd. and south of San Gabriel Pkwy., Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-VA-002 as described above.

Elizabeth Shires and Lisa Lackey Birkman were against.

No one spoke in favor.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Rick Carpenter to approve to postpone the Variance case to the May 26, 2022, meeting per the applicant's request.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

11. Conduct a Public Hearing and consider action regarding Zoning Case 21-Z-036 to amend the current Knight PUD (Planned Unit Development) with the base zoning districts GC-3-A (General Commercial) and MF-2-A (Multi-Family) on one parcel of land approximately 9.938 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R583665; and generally located to the south of the intersection of US 183 and County Glen Drive, to the west of the railroad tracks, and north of the southern City Limits, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 21-Z-036 as described above.

Nathan Chelstrom was in favor.

No one spoke against.

Motion made by Commissioner Laura Lantrip, no one seconded the motion to approve the zoning request.

Motion Failed

Motion made by Commissioner Rick Carpenter, seconded by Commissioner Deirdre Moss to approve the zoning request with the following conditions:

1. Restrict use of the dome to allow for the tennis venue only.
2. Provide 100% garage parking for multi-family uses.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Ron May

NAY: Commissioner Gary Hampton, Jr., Vice Chair Donnie Mahan

4 - 2 Passed

REGULAR AGENDA

12. Discuss and consider action regarding Zoning Case 22-Z-008 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial) on one parcel of land approximately 2.3 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032240; and more commonly known as 50 High Gabriel East, Leander, Williamson County, Texas.

Mark McIlheran spoke in favor.

No one spoke against.

Motion made by Commissioner Ron May, seconded by Commissioner Deirdre Moss to approve the zoning request.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

13. Discuss and consider action regarding Zoning Case 22-Z-013 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 805 S. Bagdad PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one parcel of land approximately 2.26 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R035153; and legally described as Lots 2 & 3, Block B of the Falcon Oaks Sec 1 Subdivision, Leander, Williamson County, Texas.

Pat Post was against.

No one spoke in favor.

Motion made by Commissioner Ron May, seconded by Commissioner Rick Carpenter to approve the zoning request.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

14. Adjournment

APPROVED:

CHAIRMAN COSGROVE

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
06/02/2022

AGENDA SUBJECT:

Discuss and consider action on the Hawkes Landing North Development Agreement Case 22-DA-001, a Wastewater Encroachment Agreement, and a License Agreement on a portion of a parcel of land approximately 66.17 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031685; and to the southwest of the intersection of Bagdad Road and Halsey Drive, on the south side of Bagdad Road; Leander, Williamson County, Texas.

BACKGROUND:

The purpose in the Hawkes Landing North Development Agreement is establish development standards and reimbursements including the following terms:

- a. Oversizing Wastewater Gravity Line – The oversizing of the wastewater line will ensure that the developer will have wastewater service and that the City will have additional capacity in the line.
- b. Establishing Reimbursable Costs – Identifies how the cost of oversizing is reimbursed to the developer through impact fee rebates.

The purpose in the Wastewater Encroachment Agreement between the City and the WCID is to allow for the construction of a new wastewater line in the Dam #1 (aka Devine Lake) Structure Easement Area.

The purpose in the License Agreement between the City and Gehan Homes to allow the developer to access the easement via the Encroachment Agreement.

HISTORY/TIMELINE:

08/06/2020 - Zoning Approved
12/03/2020 - Concept Plan Approved
06/17/2021 - Preliminary Plat Approved

APPLICANT/AGENT:

Gehan Homes

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services
Dan Grimsbo, Executive Director of Infrastructure

Attachments

1. Development Agreement
2. Encroachment Agreement
3. License Agreement
4. Location Exhibit

**DEVELOPMENT AGREEMENT
FOR THE HAWKES LANDING NORTH PHASE 2 SUBDIVISION**

This Development Agreement for the Hawkes Landing North Phase 2 Subdivision (the “**Agreement**”) is made and entered into, effective as of the ____ day of _____, 2022 (the “**Effective Date**”), by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the “**City**”), and **Gehan Homes, Ltd.**, a Texas limited partnership (the “**Developer**”). The City and the Developer are sometimes referred to herein as the “**Parties**.” The Parties agree as follows:

Recitals

A. The Developer is constructing public improvements consisting of a wastewater gravity line in connection with the development of the Hawkes Landing North Phase 2 Subdivision located on that certain tract of land in Williamson County, Texas being more particularly described in **Exhibit “A”** attached hereto and incorporated herein for all purposes (the “**Property**”). The Property is located within the City’s corporate limits.

B. The public improvements consisting of a wastewater gravity line as further described in this Agreement and depicted in **Exhibit “A”** will be dedicated to the City for ownership, maintenance and operation after completion of the public improvements in accordance with the City’s regulations (the “**Public Improvements**”).

**Article I.
Incorporation of Recitals**

1.01. Recitals Incorporated. The above and foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.

**Article II.
Purpose; Consideration**

2.01. Purpose. Developer desires to construct the wastewater gravity line and be reimbursed for the oversizing in accordance with this Agreement, applicable City and state rules, regulations and standards, and good engineering practices. The City desires to contract with the Developer to oversize a wastewater gravity line and to pay the cost of oversizing the wastewater gravity line as provided in this Agreement.

2.02. General Benefits. The Developer will benefit from the City contributing to the oversizing of the wastewater gravity line to ensure that the Property is built out as planned by the Developer and by having the assurance regarding wastewater service to the Property. The City will benefit from this Agreement by having additional capacity in the City’s wastewater utility system. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City.

2.03. Consideration. The benefits to the Parties set forth in this Article II, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Article III. Term; Termination

3.01. Term. The term of this Agreement shall commence on the Effective Date and continue for five years, subject to earlier termination as provided in this Agreement.

3.02. Termination. The Parties further mutually agree that this Agreement shall be in full force and effect from the Effective Date hereof. Upon the expiration of this Agreement any and all rights pursuant to this Agreement shall expire; provided that the City may terminate this Agreement if Developer fails to comply with this Agreement or fails to meet any deadlines imposed by this Agreement or the City's ordinances.

Article IV. Wastewater Gravity Line Project

4.01. Project. The project consists of the construction, installation, and extension of a wastewater gravity line, oversized from eight inches (8") to eighteen inches (18") in diameter approximately two thousand twenty three (2,023') linear feet and to twenty one (21") inches in diameter approximately one thousand five hundred twenty seven (1,527') linear feet, along the route approved by the City and generally shown in **Exhibit "A"** (the "Project"). The Project includes the wastewater gravity line and those facilities and equipment required for the wastewater gravity line to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations and standards and good design and engineering practices. The Developer shall complete and obtain City acceptance of the Project on or before the expiration of the agreement.

4.02. Phasing. The City acknowledges and agrees that the Project will be developed in phases over time.

Article V. Project Engineer; Bidding of Project

5.01. Pape-Dawson ("Project Engineer") will act as engineer for the Project, and Project Engineer will prepare the design, construction plans and specifications, and supporting documentation for the Project in accordance with good engineering practices, the design and construction standards of all applicable state and local regulations and this Agreement. Project Engineer will work and coordinate with the City Engineer to obtain the timely review and approval by Developer, the City Engineer and the Executive Director of Development Services of the design, plans, specifications and construction of the Project. Developer shall be responsible for ensuring that the Project Engineer complies with the terms of this Agreement, including with regard to the responsibilities assigned to the Project Engineer herein.

5.02. The Project Engineer will advertise the Project for sealed competitive bids in compliance with the Texas Local Government Code utilizing the unit price contract for the Project based on the City Engineer approved design, plans and specifications, and recommend the lowest qualified bidder/contractor to Developer and the City. The Project will be advertised for bids with an alternate bid being required for an eight inch (8”) wastewater gravity line (“**Alternate #1**”) and a twenty-one inch (21”) wastewater gravity line (“**Alternate #2**”), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Project. The City Engineer shall evaluate the bids for Alternative #1 and Alternative #2 to determine whether the bids are fair and balanced prior to accepting a recommendation of bid award. Any unbalanced or skewed bids, as determined by bid tabulations will be appropriately corrected or rejected by the City.

Article VI. Cost of the Project; Reimbursable Costs

6.01. Developer shall contract for, fund and pay for the design, bidding, contract negotiation, installation and construction of the Project and shall be entitled to rebates, as provided in Article VII below, of up to one hundred percent (100%) of the Reimbursable Costs (defined in Section 6.02 below) from the City, based on the oversizing of the wastewater gravity line, as provided in Section 5.01 and Section 5.02 above, subject to the provisions and limitations set forth in this Agreement. The Developer shall not receive any rebate or contribution from the City for any part or portion of any amenity or improvement required to be constructed within the Property; except that that Developer shall be eligible to receive wastewater impact fee rebates up to the amount of the Reimbursable Costs for the portion of the Project that is being oversized as provided in Articles V, IV, and VII of this Agreement.

6.02. The “Reimbursable Costs” for the Project, shall be:

- (a) the algebraic difference between the dollar amount of the approved bid for Alternate #1 and the dollar amount of the approved bid for Alternate #2; and
- (b) the reasonable and approved total cost of the following related to the Project:
 - (1) all advertising and other costs associated with public bidding and award of construction contracts; and
 - (2) one-half of the cost of payment, performance, and maintenance bonds for the Project;

provided that all such sums and amounts shall have been paid by Developer and are reasonable, necessary and documented to and approved by the City Engineer and Executive Director of Development Services, or the City Council, as applicable.

Article VII. Collection and Payment of Wastewater Impact Fees

7.01. Developer, its grantees, successors, assigns, and subsequent purchasers of any portion of the Property, agree that each lot, tract, parcel or building site within the Property that will be provided wastewater service by the City shall be required to pay the City’s wastewater impact fee (the

“Wastewater Impact Fee”), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City capital improvements plan and City ordinance, as amended, from time to time, and that is in effect when the fee is paid. The Wastewater Impact Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following: (a) the date construction of the building or structure is first commenced, (b) the date an application is made to the City for a wastewater connection to serve the building or structure, or (c) the date wastewater service is requested for the lot, tract or parcel of land.

7.02. Subject to the terms, conditions and limitations of this Agreement, during the Term of this Agreement, Developer shall receive a rebate of one hundred percent (100%) of the Wastewater Impact Fees paid to the City for connections to the City wastewater utility system within: (i) the Property; (ii) Hawkes Landing North Phase 1 Subdivision, and (iii) within land or developments that connect to the Project by a direct connection or by a wastewater line that is not listed and included in the City capital improvements plan and ordinance that establishes the Wastewater Impact Fees (the **“Impact Fee Rebates”**). The Impact Fee Rebates will terminate on the earlier to occur of: (i) Developer receiving Impact Fee Rebates, or a combination of Impact Fee Rebates and one or more payments from the City equal to the Reimbursable Costs; (ii) the expiration of this Agreement; or (iii) the termination of this Agreement by reason of a Developer default. The City may at any time, in its sole discretion, pay the Developer the balance of the Reimbursable Costs from any source of funds available to the City in one or more lump sum payments. The City may suspend payment of Impact Fee Rebates if Developer is in default of this Agreement until such time that Developer cures the default.

7.03. Subject to the terms, provisions and conditions of this Agreement, the City will rebate one hundred percent (100%) of the Wastewater Impact Fees as provided in this Article, not to exceed the Reimbursable Costs for the Project. Commencing on the Effective Date and continuing until the Impact Fee Rebates are terminated pursuant to this Agreement, the City will maintain a separate escrow account for the Wastewater Impact Fees (the **“Escrow Account”**). The City will deposit into the Escrow Account one hundred percent (100%) of the Wastewater Impact Fees paid to and received by the City for connections listed in this Article. The Escrow Account will be held by the City and the Impact Fee Rebates paid out to Developer as provided in this Agreement. Payments of Impact Fee Rebates to Developer shall begin after Developer completes and obtains City acceptance of the Project.

7.04. Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the date the City receives the Wastewater Impact Fees. The payments will be in an amount equal to one hundred percent (100%) of the Wastewater Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Wastewater Impact Fees for the connection of two (2) single-family lots within the Property in February and March 2022, on or before the 15th day of April 2022, the City will pay an Impact Fee Rebate to Developer (or its assignee) in an amount equal to one hundred percent (100%) of the Wastewater Impact Fees for the two (2) single-family lots within the Property plus such other

Wastewater Impact Fees as were collected during the prior quarter. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating Wastewater Impact Fees at such time, if any, as Developer, its grantees, successors and assigns, have: (i) been paid Wastewater Impact Fees in an amount equal to the Reimbursable Costs of the Project; or (ii) been paid a combination of Wastewater Impact Fees and one or more payments from the City in amounts equal to the Reimbursable Costs of the Project. It is further specifically provided that Developer shall not receive Impact Fee Rebates at anytime that such are in excess of the Reimbursable Costs of the Project.

Article VIII. Eminent Domain

8.01. The Project is necessary and required improvements for the City's wastewater utility system. The Project is included in the City's Capital Improvement Plan and the cost of the Project is included in the calculation of the City's wastewater impact fees. The City will provide use of all necessary City lands, rights-of-way and easements (as appropriate) and will provide further required easements or lands in fee simple as may be necessary for construction of that part or portion of the Project that is located outside the boundaries of the Property. It is acknowledged there is and exists a public necessity for the Project. The Project will be a City capital improvement project and the City agrees to use its power of eminent domain to acquire such lands or easements as may be necessary for the construction of the Project. The reasonable costs and expenses of the City obtaining any easements and land required for the Project only and located outside the boundaries of the Property shall be paid by Developer.

Article IX. Additional Agreements and Performance

9.01. The City hereby agrees:

- (a) to coordinate with the Project Engineer on specific design requirements and specifications; and to review, and to approve and sign the plans and specifications for the Project in a timely manner, as appropriate;
- (b) to review and approve the plans, specifications and bids for construction of the Project as obtained for and on behalf of the City by the Project Engineer and Developer, as appropriate;
- (c) during the course of the Project, to review, approve and sign necessary and appropriate change orders in a timely manner; to perform all inspections of the Project in a timely manner; and to approve the Project in a timely manner if constructed in accordance with the City approved plans and specifications;
- (d) after completion and final acceptance by the City of the Project as constructed, to accept the Project as part of the City's wastewater utility system, as appropriate; and
- (e) after Developer completes construction and obtains City acceptance of the Project and upon Developer completing construction of a phase or section of the subdivision in compliance with this Agreement and the City giving final acceptance of that phase or section, the City will approve connections to the wastewater utility system and provide such services within the completed phase or section of the subdivision on the

same terms and conditions as then provided within other areas of the City.

9.02. Developer hereby agrees:

- (a) to contract with the Project Engineer for the design, preparation of the plans and specifications, and the provision of the services anticipated to be performed by the Project Engineer for the Project pursuant to and in compliance with Article V;
- (b) to review and approve the plans and specifications for the Project (including the estimated cost of the Project), identify any design errors, defects or insufficiencies, and to advise the City Engineer as to any perceived error, defect or insufficiency prior to approving any such plans and specifications;
- (c) to work and coordinate with the City, and to assure the improvements constituting the Project are eligible for funding with capital impact fees pursuant to the City's capital impact fee ordinance, prior to the execution of any contract for construction;
- (d) to enter into a contract with an appropriate contractor approved by the City pursuant to competitive bids approved by the City and Developer for construction of the Project;
- (e) to pay to the City all fees and charges provided for or established by the codes, ordinances, rules and regulations of the City for or with respect to the development of the Property when due, including, but not limited to, zoning and subdivision application fees, building permit fees, wastewater and water tap and use fees and capital recovery/impact fees; and
- (f) to timely perform and complete each task, duty and responsibility of Developer set forth in this Agreement.

Article X.

Assignment of Commitments and Obligations

10.01. Developer Assignment of Agreement. Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council of the City must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement; which consent shall not be unreasonably withheld or delayed.

10.02. Binding Obligations. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

Article XI. Default and Related Provisions

11.01. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In

the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

11.02. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

11.03. Attorneys Fees. A party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

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

11.05. Force Majeure.

- (a) The term "**force majeure**" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; pandemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Article XII. Notices

12.01. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by (a) personal delivery, (b) sending said notices by registered or certified mail, return receipt requested, to the address set forth below, or (c) depositing same with Federal Express or another nationally recognized courier service guaranteeing “next day delivery” addressed as set forth below. Notice shall be deemed given when deposited with the United States Postal Service or nationally recognized courier service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Leander
Attn: City Manager
201 N. Brushy Street
P.O. Box 319
Leander, Texas 78646-0319

with copy to:

The Knight Law Firm, LLP
Attn: Paige H. Saenz
223 West Anderson Lane, #A105
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

Gehan Homes, Ltd.
Attn: Chris Lynch
Barton Creek Plaza III
3815 S. Capital of Texas Highway, Suite 275
Austin, TX 78704

with copy to:

Nathan M. Rosen, P.C.
Attn: Nathan Rosen
5025 Bridge Creek Drive
Plano, TX 75093

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Article XIII. Miscellaneous Provisions

13.01. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City that Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

13.02. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all the Parties and dated subsequent to the date hereof.

13.03. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

13.04. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Developer.

13.05. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

13.06. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

13.07. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision

as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

13.08. References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any date for performance of an obligation or exercise of a right set forth in this Agreement falls on a Saturday, Sunday or federal holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or federal holiday.

13.09. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the organization for which such signatory has executed this Agreement.

13.10. This Agreement may be executed in multiple counterparts, and each such counterpart shall be deemed and original and all such counterparts shall be deemed one and the same instrument.

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

13.12. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

13.13. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does

not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

13.14. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

13.15. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

13.16. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property and Pubic Improvements

[signature pages follow]

EXECUTED in multiple originals this the ____ day of _____, 20____.

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____
Name: Dara Crabtree
Title: City Secretary

By: _____
Name: Christine DeLisle
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2022,
by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal
corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

Gehan Homes, Ltd.,
a Texas limited partnership

By: Gehan Homes I, Inc., a Texas Corporation,
its General Partner

By: _____
Name: _____
Title: _____

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2022,
by _____, _____ of Gehan Homes I, Inc., a Texas corporation,
General Partner of Gehan Homes, Ltd., a Texas limited partnership on behalf of said limited
partnership.

(SEAL)

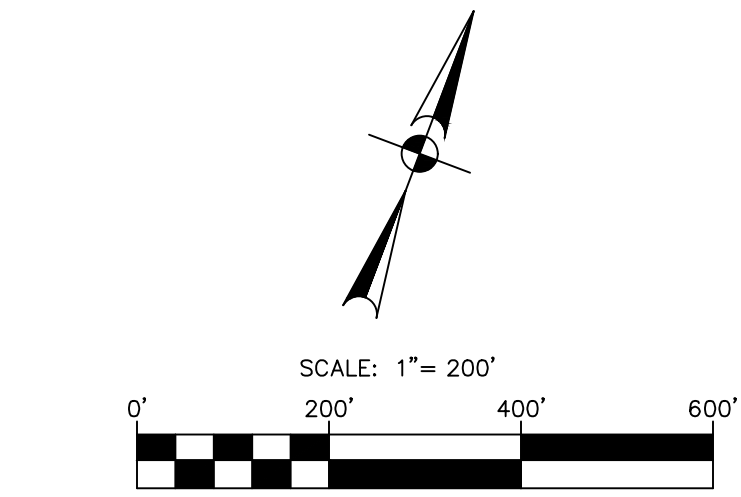
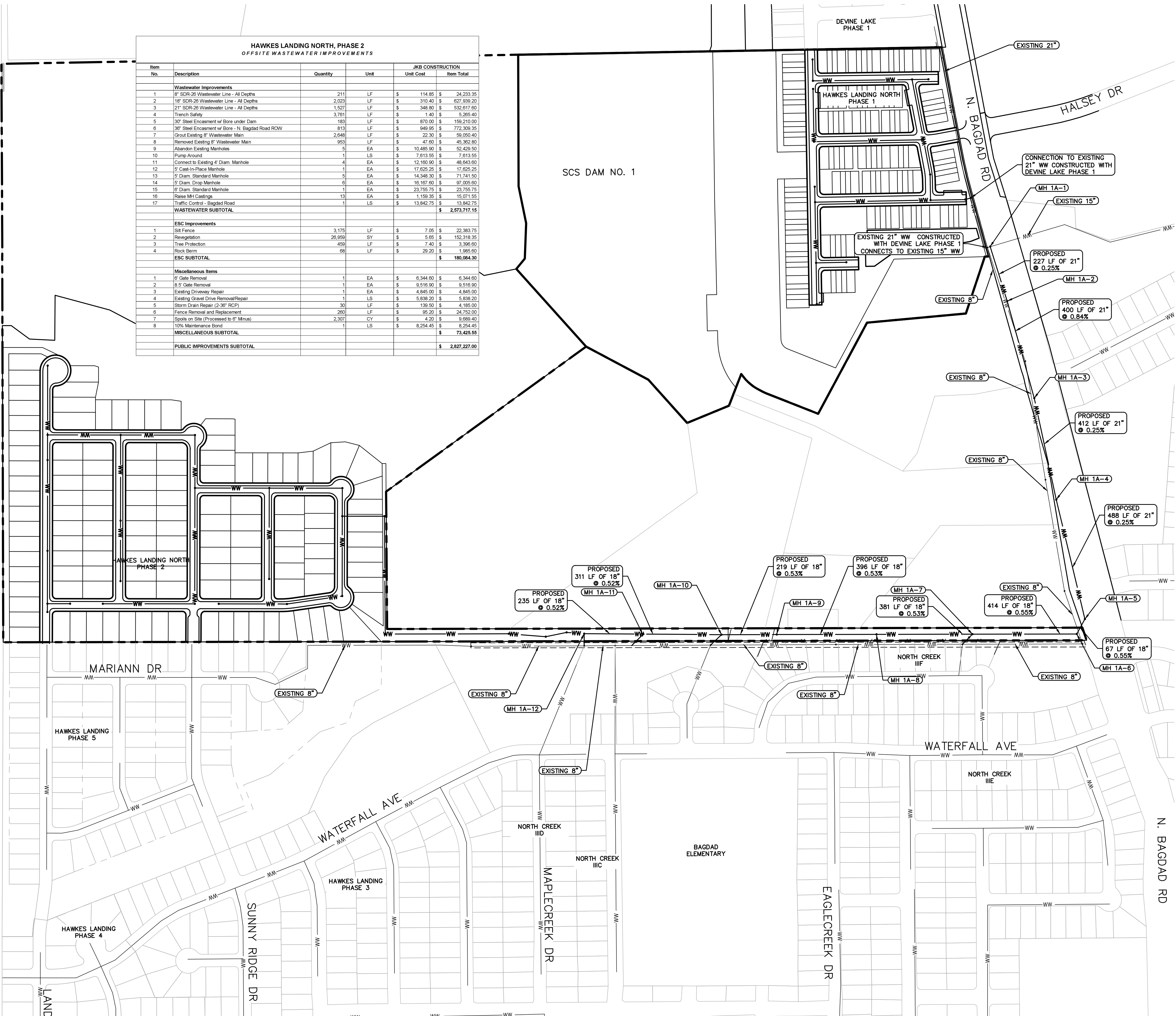
Notary Public, State of _____

EXHIBIT A

Property and Public Improvements [attached]

Date: May 25, 2022, 11:28am User ID: ACHAVEZ
File: H:\Projects\51167\01-301 Construction Documents\Exhibits\WW Scenarios with Cost Exhibit.dwg
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

HAWKES LANDING NORTH, PHASE 2 OFFSITE WASTEWATER IMPROVEMENTS					
Item No.	Description	Quantity	Unit	JKB CONSTRUCTION Unit Cost	Item Total
Wastewater Improvements					
1	6" SDR-26 Wastewater Line - All Depths	211	LF	\$ 114.85	\$ 24,233.35
2	18" SDR-26 Wastewater Line - All Depths	2,023	LF	\$ 310.40	\$ 627,939.20
3	21" SDR-26 Wastewater Line - All Depths	1,527	LF	\$ 348.80	\$ 532,617.60
4	Trench Safety	3,791	LF	\$ 1.40	\$ 5,307.40
5	30" Steel Encasement w/ Bore under Dam	183	LF	\$ 870.00	\$ 159,210.00
6	36" Steel Encasement w/ Bore - N. Bagdad Road ROW	813	LF	\$ 849.95	\$ 772,309.35
7	Grout Sealing 6" Wastewater Main	2,946	LF	\$ 22.30	\$ 65,695.80
8	Removed Existing 6" Wastewater Main	953	LF	\$ 47.60	\$ 45,362.80
9	Abandon Existing Manholes	5	EA	\$ 10,485.90	\$ 52,429.50
10	Pump Around	1	LS	\$ 7,613.55	\$ 7,613.55
11	Connect to Existing 4" Diam. Manhole	4	EA	\$ 12,193.90	\$ 48,943.60
12	5' Cast-in-Place Manhole	1	EA	\$ 17,625.25	\$ 17,625.25
13	5' Diam. Standard Manhole	5	EA	\$ 14,348.30	\$ 71,741.50
14	6" Diam. Drop Manhole	6	EA	\$ 16,167.60	\$ 97,005.60
15	6" Diam. Standard Manhole	1	EA	\$ 23,755.75	\$ 23,755.75
16	Raise MH Castings	13	EA	\$ 1,159.35	\$ 15,071.55
17	Traffic Control - Bagdad Road	1	LS	\$ 13,842.75	\$ 13,842.75
WASTEWATER SUBTOTAL					\$ 2,573,717.15
ESC Improvements					
1	Silt Fence	3,175	LF	\$ 7.05	\$ 22,383.75
2	Revegetation	26,959	SY	\$ 5.65	\$ 152,318.35
3	Tree Protection	459	LF	\$ 7.40	\$ 3,396.60
4	Rock Berm	88	LF	\$ 29.20	\$ 2,569.60
ESC SUBTOTAL					\$ 180,668.30
Miscellaneous Items					
1	6" Gate Removal	1	EA	\$ 6,344.00	\$ 6,344.00
2	6" Gate Removal	1	EA	\$ 9,516.90	\$ 9,516.90
3	Existing Driveway Repair	1	EA	\$ 4,845.00	\$ 4,845.00
4	Existing Gravel Drive Removal/Repair	1	LS	\$ 5,638.20	\$ 5,638.20
5	Storm Drain Repair (2-30" RCP)	30	LF	\$ 139.50	\$ 4,185.00
6	Fence Removal and Replacement	280	LF	\$ 95.20	\$ 24,756.00
7	Spills on Site (Processed to 6" Minus)	2,307	CY	\$ 4.20	\$ 9,689.40
8	10% Maintenance Bond	1	LS	\$ 8,254.45	\$ 8,254.45
MISCELLANEOUS SUBTOTAL					\$ 73,428.95
PUBLIC IMPROVEMENTS SUBTOTAL					\$ 2,827,227.00



LEGEND

— WW — PROPOSED WASTEWATER LINE

— WW — EXISTING WASTEWATER LINE

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
18001 N. MOPAC EXPY., SUITE 300 | AUSTIN, TX 78758 | 512.454.6711
TYPE FIRM REGISTRATION #470 / TYPE FIRM REGISTRATION #1008601

HAWKES LANDING NORTH
PHASE 2
CITY OF LEANDER, TEXAS
21"18" WASTEWATER EXHIBIT "A"

CITY JOB No. 21-PICP-019
JOB NO. 51167-01
DATE MAY 2022
DESIGNER JS/MN/BA
CHECKED AC DRAWN MN
SHEET 1 OF 1

CITY OF LEANDER APPROVAL

ENCROACHMENT AGREEMENT

The District will authorize the City to coordinate the construction of a new (18 inch) encased wastewater line and the required abandonment of the existing (8 inch) wastewater line and related activities (Improvements) including long-term operation and maintenance within the Dam #1 (aka Devine Lake) Structure Easement Area, conditioned upon the following:

1. The Improvements as described in this agreement will be located as shown on Exhibit “A”, attached hereto. No other improvements shall be installed within the Dam #1 Structure Easement Area or within the District’s owned Structure Easement Tract, as generally shown on Exhibit “B”, without the permission from the District.

2. Upon completion and acceptance of the Improvements by the City, the City shall maintain the Improvements at all times, making necessary repairs immediately to avoid damaging Dam # 1. Should the City fail to make the needed repairs or substantial progress to the District’s satisfaction towards the repairs within 30 days of receiving written notice from the District, the District may, at its option, commence any and all necessary repairs. Grantee shall be responsible for all costs directly related to the repair. In emergency situations, the District may commence necessary repairs, and Grantee shall be responsible for all costs directly related to said emergency repairs.

3. The City shall make reasonable efforts to give District not less than thirty (30) days written notice prior to commencement of any operations by the City for the construction, maintenance, alteration, replacement, repair or removal of the Improvements, except in cases of actual emergency. In the case of an actual emergency, the City shall make reasonable efforts to provide District with immediate written notice, along with a full description of the emergency and the action to be undertaken by the City and confirming that the action meets the current standards of TCEQ Dam Safety at the time of the proposed action.

ENCROACHMENT AGREEMENT

4. The City shall pay District for any damage to District's Dam #1 which may arise as a proximate result of any of the City's activities related to the improvements contemplated herein, and City shall further be responsible for any injury or death to any person or persons or damage or destruction of any property, caused as a proximate result of the construction, use, operation, replacement, repair or removal of the Improvements; provided, however, the City shall not be liable for any such injury, death, destruction or damage to the extent caused by the gross negligence or willful misconduct of District. The City shall pay all damages due to District within thirty (30) days after receiving notice of any incident which requires the payment of damages hereunder.

5. Upon not less than twenty-four (24) hours written notice to District, the City shall have rights of reasonable ingress and egress over and across the Dam in order to access the Structure Easement Area; provided, however, that City's rights to use the Dam to gain access to the Structure Easement Area shall be limited to District's existing road or areas abutting the dam. The City shall not drive motorized vehicles on the slopes of the dam embankments. The City shall not store materials or equipment of any kind on the slopes of the dam embankments. At all times, the City shall keep all gates to the easement locked and secured after each use, shall take all necessary steps to ensure that there is no unauthorized access to the Dam, and shall otherwise maintain control of any and all access to the Dam during the operations of the City.

6. To the extent allowed by law, the City shall indemnify, defend, save, protect and hold District and its officers, directors, employees, and agents, harmless from and against any and all claims, liabilities, losses, damages, demands, lawsuits, causes of action, including but not limited to claims for personal injuries, death, damages to property, and all other claims or demands and costs and expenses (including attorney's fees, costs of litigation and/or investigation or other costs associated therewith) resulting from the City's exercise of the rights granted hereunder.

ENCROACHMENT AGREEMENT

7. The City shall comply with all applicable Federal and State safety and environmental laws, rules, and regulations.

8. Before construction, the City shall coordinate the following:

a. Ensure that the design plans and specifications for the abandonment for the existing line and construction of the new line are submitted by a Texas License Engineer for review and acceptance by the District and its consultants.

b. Commit to reimbursing the District within 30 days of request for the costs associated with the District's consultant - Freese and Nichols, Inc. (FNI) to review the plans and specifications, coordinate and receive a permit from TCEQ Dam Safety (as required), provide limited construction oversight, and close out the project with TCEQ Dam Safety.

i. The cost reimbursement shall be billed based on actual services provided and shall not exceed \$27,100.

ii. FNI will ensure that the design and specifications are protective of the District's infrastructure, meet TCEQ Dam Safety requirements, and will not impact the District's ability to enjoy its full easement rights as described in the easement.

iii. FNI will not be responsible for reviewing the functionality or compliance of the Improvements regarding non-dam related items including but not limited to: wastewater and environmental regulations.

c. Ensure the contractor hired to complete the improvements is qualified and experienced in similar work and that they are subject to coordination, inspection and oversight from the District and the District's consultant(s).

ENCROACHMENT AGREEMENT

i. Before the start of work within the District's Structure Easement Area, the contractor shall coordinate a pre-construction meeting with the District and District's consultant(s) which shall include review and acceptance of the proposed schedule, access plan, submittals, etc. related to the Improvements.

ii. The contractor shall promptly proceed with the Improvements and diligently complete all activities within the District's Structure Easement Area including revegetation of the area.

iii. At final completion of the Improvements, the contractor and design engineer shall coordinate to produce and provide "as built" drawings to the District.

9. Any other proposed encroachment into the District's Structure Easement Area or within the District's owned Structure Property must be submitted to the District for separate permitting or Agreement.

10. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the the City or its officers and employees. Neither the the City, nor its officers and employees waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

11. Appropriations. Notwithstanding any provision contained herein, the financial obligations of the City contained herein are subject to and contingent upon appropriations by the City Council of such funds or other revenues being available, received and appropriated by the City

ENCROACHMENT AGREEMENT

in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of the City.

[SIGNATURE PAGE FOLLOWS]

ENCROACHMENT AGREEMENT

CITY OF LEANDER

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

THE DISTRICT

BY: _____

NAME: _____

TITLE: _____

ATTEST:

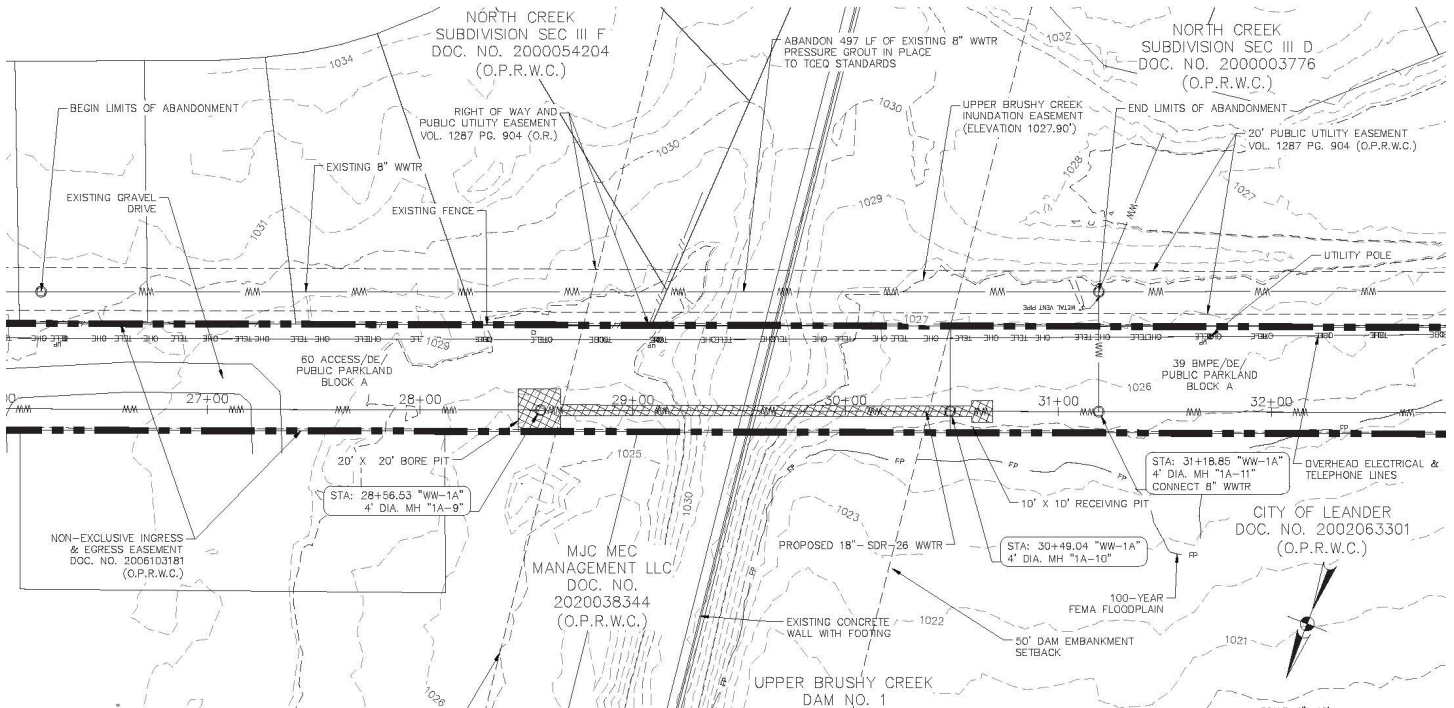
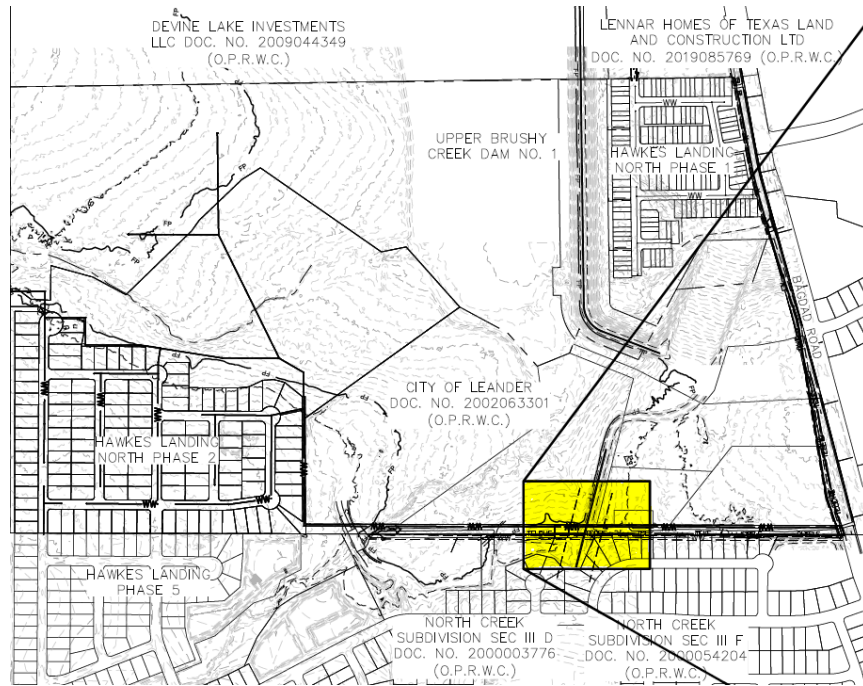
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NAME: _____

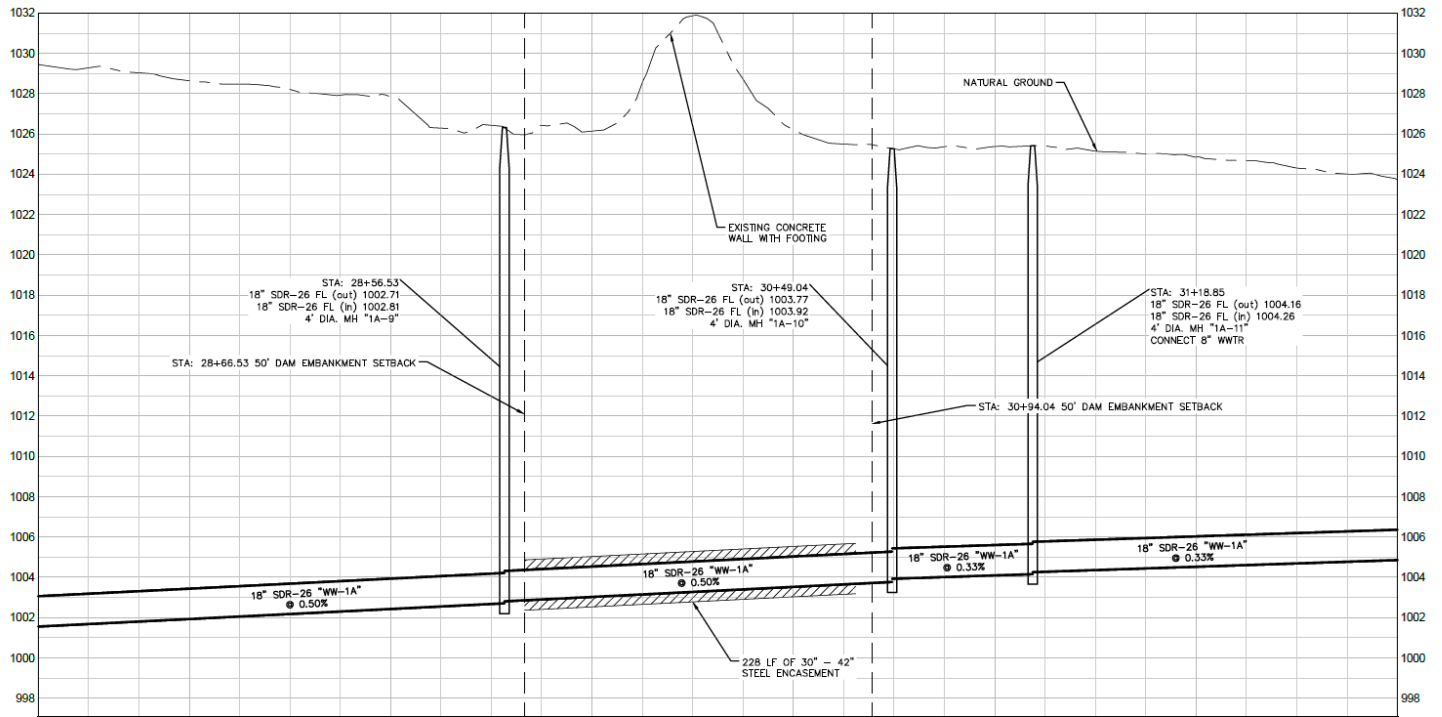
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ENCROACHMENT AGREEMENT

EXHIBIT A – IMPROVEMENTS

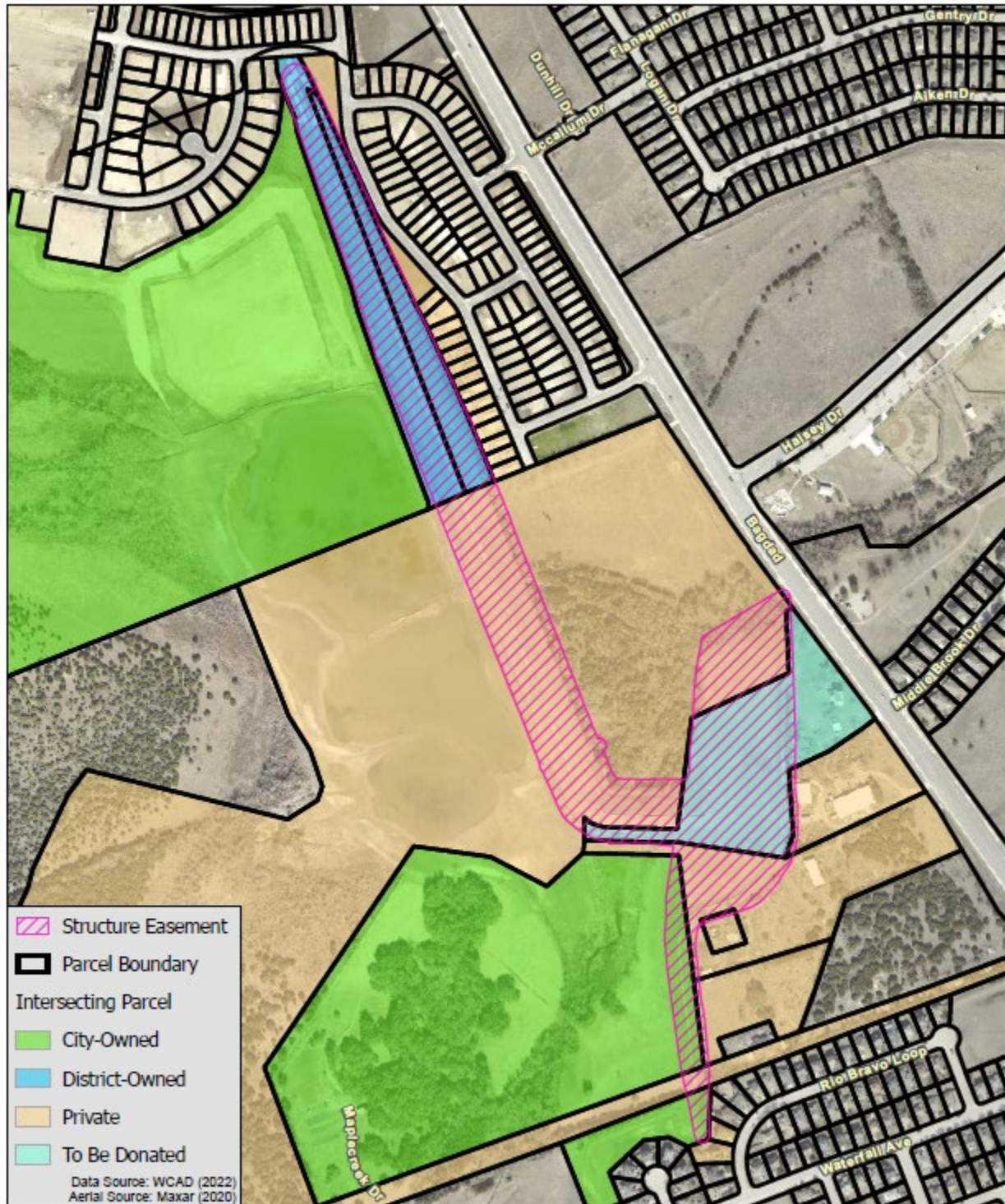


ENCROACHMENT AGREEMENT



ENCROACHMENT AGREEMENT

EXHIBIT B – DISTRICT STRUCTURE EASEMENT AREA OF DAM #1



COUNTY OF WILLIAMSON

)

)

CITY OF LEANDER

)

THIS LICENSE AGREEMENT (hereinafter, the "Agreement") entered into this ____ day of _____, 20__, by and between the CITY OF LEANDER, a home-rule municipal corporation and political subdivision of the State of Texas situated in Travis and Williamson Counties, Texas (the "City"), and GEHAN HOMES, LTD., a Texas limited partnership (hereinafter, "Licensee," and the City and the Licensee are referred together as the "Parties").

RECITALS

WHEREAS, the Brushy Creek Water Control and Improvement District No. 1 of Williamson and Milam Counties (the "District") is the owner of an easement (the "Easement") granted pursuant to an Easement instrument recorded Volume 435, Page 293 of the Deed Records of Williamson County, Texas; and

WHEREAS, the City and the District entered into that certain Encroachment Agreement (hereinafter, the "Encroachment Agreement") wherein the District has permitted the City to enter into Dam #1 (aka Devine Lake) Structure Easement Area (the "Property"), being a portion of the area subject to the Easement, to construct a new 18-inch encased wastewater line (the "Improvements") and perform the required abandonment of the existing 8-inch wastewater line and related activities (collectively, all such construction and activities are the "Work"); and

WHEREAS, the City requires the services of the Licensee to construct the Improvements and perform the Work; and

WHEREAS, The City, and the Licensees desire to establish the terms and conditions whereby the Licensees may enter upon the Property pursuant to the Encroachment Agreement to construct the Improvements and perform the Work as coordinated and directed by the City.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the general public, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Licensee agree as follows:

1. Purpose of the Agreement.

- a. The City hereby grants to Licensee and Licensee's contractors permission to enter upon the Property for the purpose of performing the Work. The City grants this permission solely to the extent of the permissions provided in the Encroachment Agreement.
- b. Licensee agrees that: (a) the construction of the Improvements and performance of the Work permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; and (b) that all construction and installation of the Improvements and performance of the Work will be completed in a timely manner without delay.
- c. The plans and specifications for the Improvements will be approved by the City.
- d. Any provision herein to the contrary notwithstanding, Licensee shall cause any contractor, subcontractor, agent, or assign installing the Improvements to indemnify and hold the City harmless in accordance with the provisions of Section 4. b. below.

2. Annual Fee. No annual fee shall be due in connection with this Agreement.

3. Insurance

- a. Prior to entry on the Property by Licensee or its contractors, Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company reasonably acceptable to the City and the District and licensed to do business in Texas, with a combined single limit of not less than one million and No/100 Dollars (\$1,000,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities

of Licensee, its officers, directors, employees, or agents on the Property for the performance of the Work. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each policy or a certificate of insurance evidencing such coverage shall be delivered to the City within thirty (30) days from the Effective Date of this Agreement.

- b. So long as Licensee is performing any Work on the Property, Licensee shall not cause such insurance to be canceled nor permit such 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 thirty (30) days after the City have received written notice as evidenced by a return receipt of registered or certified mail.
- c. Licensee shall further, in Licensee's written construction contract with the any contractor utilized to perform the Work, cause the contractor to carry a commercial general liability insurance policy on the same terms as provided for Licensee under subsection a. above. A copy of such executed construction contract shall be delivered to the City before the Licensee and their contractor(s) begin the Work.

4. Indemnification.

- a. Licensee shall indemnify, defend, and hold harmless the City and their officers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the Licensee on the Property for the performance of the Work, including any acts or negligent omissions of the Licensee, and its agents, officers, directors, or employees, while performing the Work. This indemnification provision, however, shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses arising from or caused by the negligent or willful acts or omissions 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."
- b. Licensee shall require each of the contractors engaged by Licensee for the performance of the Work to indemnify, defend, and hold harmless the City and their officers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the of the contractor on the Property for the performance of the Work , including any acts or negligent omissions of the contractor, and its agents, officers, directors, or employees, while performing the Work. This indemnification provision, however, shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses arising from or caused by the negligent or willful acts or omissions 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."

5. Conditions.

- a. Licensee's Responsibilities. Licensee shall be responsible for any and all damage to or repair of the Improvements or damage to the District's Dam #1 caused as a result of acts or omissions by Licensee, its agents, officers, directors, or employees in the performance of the Work. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the District or of others for which the City is liable under the Encroachment Agreement which was damaged or destroyed as a result of the as a result of acts or omissions by Licensee, its agents, officers, directors, or employees in the performance of the Work.
 - b. Maintenance. Licensee shall maintain the Improvements in operational condition and making any necessary repairs to the Improvements at its own expense until the Improvements are accepted by the City. The City agree to promptly accept the Improvements if all of the requirements of the City for acceptance have been fulfilled by Licensee.
 - c. Licensee will give the District the notices required by the Encroachment Agreement prior to entry on the Property for the performance of the Work.
6. Notices shall be mailed to the addresses designated and shall be deemed received when sent postage prepaid, U.S. Mail, to the following addresses:

City:
City of Leander
Attn: City Manager
105 N. Brushy Street
Leander, Texas 78641

with a copy to:
The Knight Law Firm, LLP
Attn: Paige Saenz
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

Licensee:
Gehan Homes, Ltd.
Barton Creek Plaza III
3815 S. Capital of Texas Highway,
Suite 275
Austin, Texas 78704
Attn: Chris Lynch

with a copy to:
Gehan Homes, Ltd.
Two Addison Circle
15725 North Dallas Parkway, Suite 300
Addison, Texas 75001
Attn: John Winniford

and with a copy to:
Nathan M. Rosen, P.C.
5025 Bridge Creek Drive
Plano, Texas 75093
Attn: Nathan M. Rosen

7. Remedies. The Licensee agrees that in the event of any default on its part under this Agreement, and the default is not cured or remedied by Licensee after written notice by the City to Licensee of the default within the cure period provided for in Section 8.c.iii. below, the City shall have available to it equitable remedies including, without limitation, the right of the City to obtain a writ of mandamus or an injunction, or seek specific performance against the Licensee to enforce the Licensee's obligations under this Agreement.
8. Commencement and Termination.
 - a. This Agreement shall begin with the effective date set forth above and continue thereafter until completion and acceptance of the Improvements by the City, unless otherwise terminated. If the Licensee abandons performance of the Work or maintenance of all or any part of the Improvements as set forth in this Agreement or the Encroachment Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee if such abandonment if such abandonment has not been remedied by the Licensee within such period. Upon termination of this Agreement prior to completion of the Work the City shall have the right to enter the Property and terminate the rights of the Licensee, its successors and assigns to the Property. All installations of Licensee not removed shall be deemed property of the City depending on the nature of the installation.
 - b. 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 so terminates, then it shall remove all equipment, tools, construction materials and installations, other than the Improvements, that it made from the Licensed Property within the thirty (30) day notice period at

its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

- c. Termination by the City. Subject to written notification to the Licensee or its successor in interest, the Agreement is revocable by the City if:
 - i. Prior to acceptance of the Improvements by the City, the Improvements, or a portion of them, become a danger to the public which the City reasonably deems not remediable by alteration or maintenance of the Improvements; or
 - ii. Prior to acceptance of the Improvements by the City, the Improvements, or a portion of them, become a danger to the public, such danger is remediable by alteration or maintenance of the Improvements and Licensee fails to perform the maintenance or alteration necessary to alleviate a danger to the public within thirty (30) days after Licensee's receipt of written notice from the City to Licensee of the danger and necessity to alleviate the danger; or
 - iii. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or indemnification requirements specified herein, and such failure is not cured or remedied by Licensee within thirty (30) days after Licensee's receipt of written notice from the City to Licensee, or if the failure cannot reasonably be cure or remedied by Licensee within the thirty (30) days period, Licensee will have such additional time to cure or remedy the failure as is reasonably necessary, but no longer than ninety (90) additional days, so long as Licensee commences the cure or remedy within the thirty (30) day period.
9. Interpretation. Although drawn by the City, this Agreement shall, in the event of any dispute over its intent, meaning, or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.
10. 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.
11. Venue. Venue for all lawsuits concerning this Agreement will be in Williamson County, Texas.
12. Binding Agreement; Waiver of Default. 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.
13. 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, the Licensee shall furnish to the City a copy of any such assignment or transfer of any of the Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.
14. Power and Authority. Licensee hereby represents and warrants to the City that the Licensee has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of Licensee. Concurrently with Licensee's execution of this Agreement, if requested by the City, Licensee will deliver to the City and District copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of Licensee to do so. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of Licensee, and is enforceable in accordance with its terms and provisions.

[signature pages follow]

ACCEPTED this the _____ day of _____, 20____.

THE CITY:
CITY OF LEANDER

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

LICENSEE:

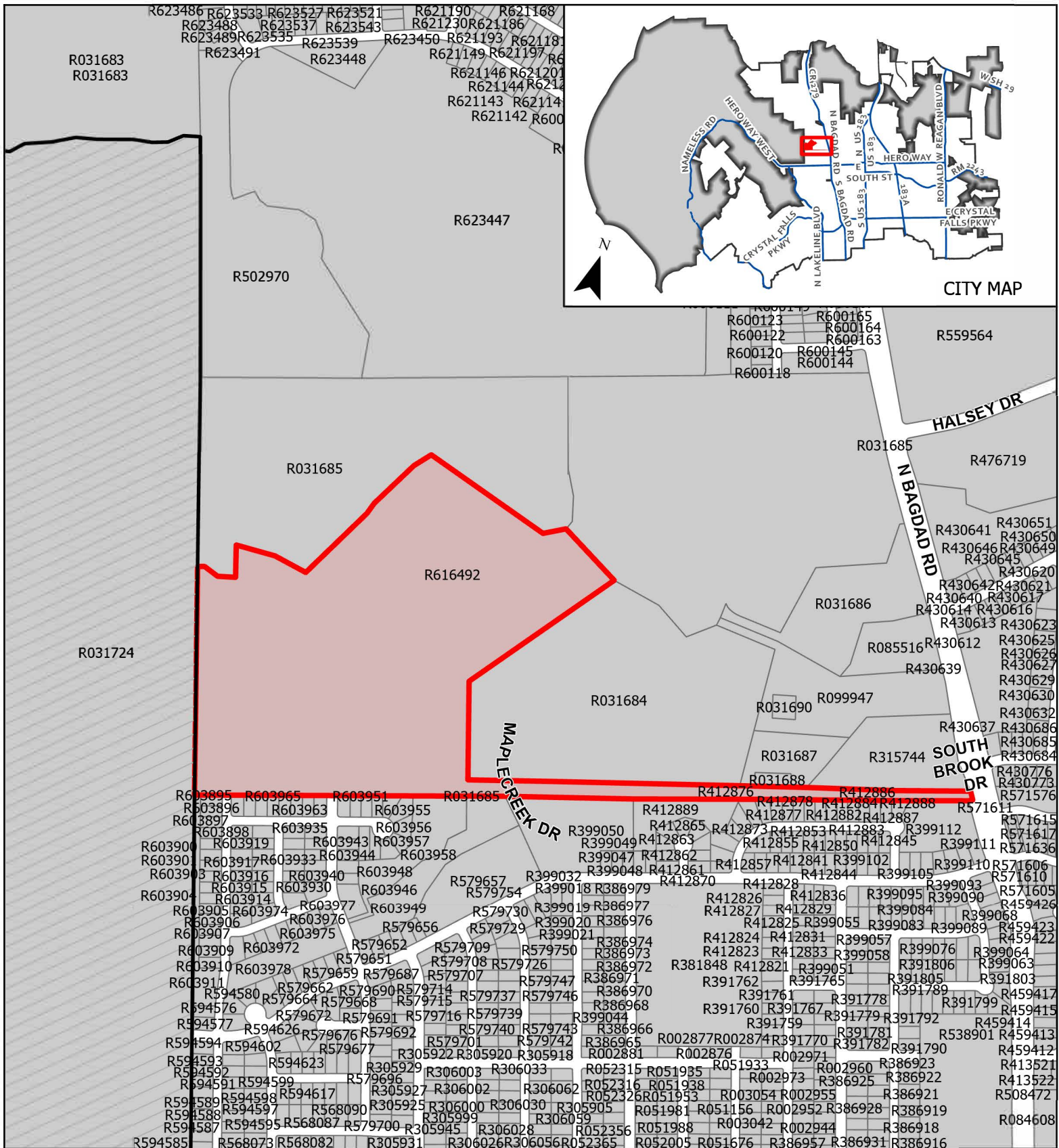
GEHAN HOMES, LTD., a Texas limited partnership

By: Gehan Homes I, Inc., a Texas corporation,
 General Partner

By: _____

Name: _____

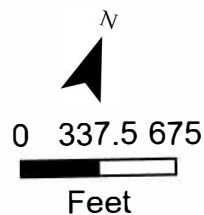
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ATTACHMENT 4 HAWKES LANDING PH 2

Location Map

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



- Subject Area
- Leander City Limits
- ETJ