



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - December 15, 2022
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



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

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

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Executive Session pursuant to Section 551.087, Texas Government Code to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting economic development negotiations related to the following project(s): Project Sky Lane; Cutting Edge; Blue Island and Hippo Q.

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding Project Sky Lane; Cutting Edge; Blue Island and Hippo Q and approving one or more 380 Agreements for one of the projects.

REGULAR MEETING – CONVENE AT 7:00 PM

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

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

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

7. Recognitions/Proclamations/Visitors.
 - Certificate of Recognition Judge Edna Staudt
8. Leander History

CONSENT AGENDA: ACTION

9. Approval of the minutes for meeting held on December 1, 2022.
10. Approval of a Resolution amending the Board and Commission Rules of Procedure to provide for the addition of Council Liaison Guidelines.
11. Approval of a Resolution amending the Council Rules of Procedure to provide for the addition of Council Liaison Guidelines.
12. Approval of an Ordinance amending Code of Ordinances, Article 1.04 Boards, Commissions and Committees, Section 1.04.001, to add a new Section 1.04.004 providing for a definition of Council Liaison.
13. Approval of the Second Reading of an ordinance regarding Zoning Case Z-22-0026 to amend the current zoning of LO-3-B (Local Office) to adopt the Northpoint PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) and approval of Development Agreement Case 22-DA-028 on one (1) parcel of land approximately 13.871 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R599180; and more commonly known as 10880 W. Crystal Falls Parkway, Leander, Williamson County, Texas.
14. Approval of the Second Reading of an ordinance regarding Zoning Case Z-22-0019 to amend the current zoning of SFU/MH-2-B (Single-Family Urban/Manufactured House) to adopt the Horseshoe PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouse) and approval of Development Agreement Case 22-DA-018 on one (1) parcel of land approximately 2.9 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R036462; and more commonly known as 500 Horseshoe Drive, Leander, Williamson County, Texas.
15. Approval of the Second Reading of an ordinance regarding Zoning Case Z-22-0035 to amend the current zoning of LC-2-B (Local Commercial), TF-2-B (Two-Family), SFU-2-B (Single-Family Urban), and Interim SFR-1-B (Single-Family Rural) to GC-3-A (General Commercial) and LC-2-A (Local Commercial) on four (4) parcels of land approximately 14.79 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R491364, R511667, R501146, and R579460; and generally located to the northeast of the intersection of Bagdad Road and W. San Gabriel Parkway, Williamson County, Texas.
16. Approval of an assignment of the Urbana Development Agreement Case 21-DA-010 on six (6) parcels of land approximately 18.1 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032167, R366161, R432891, R432892, R336502, and R575954; and more commonly known as 13301 Hero Way West, Leander, Williamson County, Texas.
17. Approval of Development Agreement Case 22-DA-035 regarding the Bagdad Gas Station Development Agreement on one (1) parcel of land approximately 1.508 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R476367; and generally located to the southeast of the intersection of W. San Gabriel Parkway and Bagdad Road, Leander, Williamson County, Texas.

18. Approval of a Resolution of the City of Leander, Texas accepting a petition for the B Twisted Annexation Case 22-A-005 regarding the voluntary annexation of 12.402 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R605507; and generally located approximately 3,000 feet to the west of intersection of Bagdad Road and CR 281; on the south side of CR 281, Leander, Williamson County, Texas.
19. Approval of Amendment 2 to Task Order GBA-003 with George Butler Associates, Inc. (GBA), for additional professional services to repeat the flow and rainfall monitoring relating to Inflow and Infiltration Study (CIP WW.47) in the amount of \$83,066.50 for a total contract amount of \$259,326.50; and authorize the City Manager to execute any and all necessary documents.
20. Approval of a contract by and between Atmos Energy Corporation and the City of Leander to extend a six (6")- inch gas main twenty-five hundred (2,500') feet along W. Broade Street and N. Brushy Street for a total cost of \$100,000.00; and authorize the City Manager to execute any and all necessary documents.
21. Approval of Amendment 5 to Task Order BGE-1 with BGE, Inc. for supplemental engineering services in the amount of \$95,500.00 for a total contract amount of \$477,500.00; and authorize the City Manager to execute any and all necessary documents.
22. Approval of a third extension for waiver of Article 8.04, Noise, Section 8.04.001(a) (11) to Cadence McShane Construction in the hours of construction work to begin at 3:00 a.m. through March 31, 2023, for construction activities for the Blockhouse Creek Farms project site located on 14951 Ronald Reagan. The contractor will post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.
23. Approval of Amendment 2 with PGAL for Engineering Services to reinitialize the project, updating all design to current code compliance, re-permitting through the City and State, and rebidding the Senior Activity Center (CIP P.6), in the amount of \$163,450.00, for a total contract amount of \$638,650.00; and authorize the City Manager to execute any and all necessary documents.
24. Ratify action taken in 2003 regarding the General Warranty Deed from Leander Volunteer Fire Department to the City of Leander conveying 2.31 acres of land in the Elijah D. Harman, Abstract No. 6, recorded in volume 1464, page 121, official records Williamson, County, Texas, for the FM 2243 Wastewater Project (CIP WW.43).
25. Approval of Second Amended Interlocal Agreement for mutual access to CloudLibrary digital resources by and between Bibliotheca CloudLink and the City of Leander; and authorize the City Manager to execute any and all necessary documents.
26. Approval of a contract by and between the City of Leander and CivicPlus LLC, with rates determined by General Services Administration contract GS-35F-0124U, for professional services to include new city website design and hosting, and new digital communication and agenda management modules, in the total amount of \$108,905.13; and authorize the City Manager to execute any and all necessary documents.
27. Approval of a contract by and between the City of Leander and CivicPlus LLC for professional services to include municipal code online hosting in the total amount of \$27,865.00; and authorize the City Manager to execute any and all necessary documents.

28. Conduct a Public Hearing regarding Zoning Case Z-22-0025 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban) on one (1) parcel of land approximately 21.599 acres ± in size, more particularly described by Williamson Central Appraisal District parcel R031560; and more commonly known as 800 CR 177, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-22-0025 as described above.

REGULAR AGENDA

29. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*
30. Council Member Closing Statements.
31. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 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 9 day of December 2022 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Approval of the minutes for meeting held on December 1, 2022.

BACKGROUND:

Attached are minutes for meeting held on December 1, 2022.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Draft Minutes



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - December 1, 2022



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

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

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

REGULAR MEETING – CONVENE AT 7:00 PM

1. Opened meeting at 7:00 p.m., Invocation was provided by Chris Wimberly with Selah Church and Mayor Christine led the Pledges of Allegiance.
2. Roll call reflected all present.
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.]

James Dean, 2513 Costa del Sol Drive - commented on previous city council vote to the proposed amendments to the Leander Public Art Commission ordinance; support for board recommendations; and difficulty in finding volunteers to serve on boards.

CONSENT AGENDA: ACTION

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Becki Ross to approve consent agenda items 4 through 8.

Vote: 7 - 0

4. Approval of the minutes for meeting held on November 17, 2022.
5. Acceptance of public infrastructure improvements for Bryson Phase 14 subdivision.

6. Acceptance of public infrastructure improvements for Alta Leander Station.
7. Acceptance of public infrastructure improvements for Emerson at Benbrook.
8. Authorize purchase of one (1) RAM 3500 Tradesman Crew Cab 4x2 and upfitting in the amount of \$74,932.00 for the Police Department from Cameron Country, Caldwell County, Texas, utilizing Tarrant County Cooperative Contract 2022-187; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

9. Mayor Christine opened a Public Hearing at 7:11 p.m. regarding Zoning Case Z-22-0019 to amend the current zoning of SFU/MH-2-B (Single-Family Urban/Manufactured House) to adopt the Horseshoe Addition PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouse) on one (1) parcel of land approximately 2.9 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R036462; and more commonly known as 500 Horseshoe Drive, Leander, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 7:11 p.m.

- Discuss and consider action regarding Zoning Case Z-22-0019 as described above.

Motion by Councilmember Becki Ross, Seconded by Councilmember Kathryn Pantalione-Parker to approve Zoning Case Z-22-0019 to amend the current zoning of SFU/MH-2-B (Single-Family Urban/Manufactured House) to adopt the Horseshoe Addition PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouse) on one (1) parcel of land approximately 2.9 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R036462; and more commonly known as 500 Horseshoe Drive, Leander, Williamson County, Texas, following a discussion.

Vote: 7 - 0

10. Mayor Christine opened a Public Hearing at 7:21 p.m. regarding Zoning Case Z-22-0026 to amend the current zoning of LO-3-B (Local Office) to adopt the Northpoint PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) on one (1) parcel of land approximately 13.871 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R599180; and more commonly known as 10880 W. Crystal Falls Parkway, Leander, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 7:21 p.m.

- Discuss and consider action regarding Zoning Case Z-22-0026 as described above.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalione-Parker to approve Zoning Case Z-22-0026 to amend the current zoning of LO-3-B (Local Office) to adopt the Northpoint PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) on one (1) parcel of land approximately 13.871 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R599180; and more commonly known as 10880 W. Crystal Falls Parkway, Leander, Williamson County, Texas, following a discussion.

Vote: 7 - 0

11. Mayor Christine opened a Public Hearing at 7:25 p.m. regarding Zoning Case Z-22-0035 to amend the current zoning of LC-2-B (Local Commercial), TF-2-B (Two-Family), SFU-2-B (Single-Family Urban), and Interim SFR-1-B (Single-Family Rural) to GC-3-A (General Commercial) and LC-2-A (Local Commercial) on four (4) parcels of land approximately 14.79 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R491364, R511667, R501146, and R579460; and generally located to the northeast of the intersection of Bagdad Road and W. San Gabriel Parkway, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 7:25 p.m.

- Discuss and consider action regarding Zoning Case Z-22-0035 as described above.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalion-Parker to approve Zoning Case Z-22-0035 to amend the current zoning of LC-2-B (Local Commercial), TF-2-B (Two-Family), SFU-2-B (Single-Family Urban), and Interim SFR-1-B (Single-Family Rural) to GC-3-A (General Commercial) and LC-2-A (Local Commercial) on four (4) parcels of land approximately 14.79 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R491364, R511667, R501146, and R579460; and generally located to the northeast of the intersection of Bagdad Road and W. San Gabriel Parkway, Williamson County, Texas.

Vote: 7 - 0

REGULAR AGENDA

12. Discuss and consider action on an Ordinance amending Code of Ordinances, Article 1.14, Division 2, Public Art Commission, providing for name change, addition of two (2) members to composition, and additional duties; and providing for related matters.

Motion by Mayor Pro Tem Na'Cole Thompson, Seconded by Councilmember Kathryn Pantalion-Parker to approve an Ordinance amending Code of Ordinances, Article 1.14, Division 2, Public Art Commission, providing for the addition of two (2) members to the board composition.

Vote: 7 - 0

13. Conduct City board and commission applicant interviews and discuss and consider action on appointments to the following boards and commissions: Leander Public Art Commission (LPAC), Tax Reinvestment Zone No. 1 (TIRZ) Board and Development Authority Board. Interviewed four applicants including: Matthew Fahnert, Michael Herrera, Naruby Bollom and Rachel Lunceford, PE.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Becki Ross to approve appointing Michael Herrera and Naruby Bollom to the Leander Public Art Commission; and Rachel Lunceford, PE and Michael Herrera to the Tax Increment Reinvestment Zone No. 1 and Development Authority boards.

Vote: 7 - 0

14. Discuss and consider adopting a Resolution establishing council liaison guidelines relating to City of Leander Boards, Commissions and Committees.

Motion by Mayor Pro Tem Na'Cole Thompson, Seconded by Councilmember Chris Czernek to approve a Resolution establishing council liaison guidelines relating to City of Leander Boards, Commissions and Committees.

Vote: 7 - 0

15. Discuss and consider action on the appointment/reappointment of a council liaison to the Parks and Recreation Advisory Board; Public Art Commission; Historic Preservation Commission; Active Adult Advisory Committee; and Economic Development Committee for a term of one (1) year.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Esme Mattke Longoria to appoint the following Council Liaisons: Park and Recreation Advisory Committee, Councilmember Czernek; Leander Public Art Commission, Mayor Pro Tem Thompson; Historic Preservation Commission, Councilmember Pantalion-Parker; Economic Development Committee, Councilmember Mattke Longoria; and Active Adult Advisory Committee, Mayor Christine.

Vote: 7 - 0

16. Discuss and consider action on the annual appointment of the Tax Increment Reinvestment Zone (TIRZ) No. 1 Board Chair for a term from January 1, 2023 through December 31, 2023.

Motion by Mayor Christine DeLisle, Seconded by Mayor Pro Tem Na'Cole Thompson to appoint Mayor Christine as the Tax Increment Reinvestment Zone (TIRZ) No. 1 Board Chair for a term from January 1, 2023 through December 31, 2023.

Vote: 7 - 0

17. Council Member Closing Statements.

Kathryn Pantalion-Parker - commented on upcoming Old Town Christmas Festival and Parade on Saturday.

Esme Mattke Longoria - commented on upcoming Old Town Christmas Festival and Parade on Saturday.

David McDonald - thanked the board applicants for volunteering; and looked forward to seeing everyone on Saturday.

Na'Cole Thompson - thanked the board applicants for volunteering; and always need volunteers.

Christine DeLisle - commented on this time of year; appreciate the volunteers; hope to see everyone Saturday; lots of activities at the Old Town Christmas Festival; and reminded everyone collecting for Blue Santa.

18. Adjourned at 7:46 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Approval of a Resolution amending the Board and Commission Rules of Procedure to provide for the addition of Council Liaison Guidelines.

BACKGROUND:

The attached Resolution amends the Board and Commission Rules of Procedures to include the approved policy establishing council liaison roles and responsibilities for appointed members of Council to boards and commissions.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Resolution with Exhibit

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, AMENDING THE BOARD AND COMMISSION RULES OF PROCEDURE TO INCLUDE COUNCIL LIAISON ROLES AND RESPONSIBILITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at a meeting on December 1, 2022, Leander City Council approved a policy establishing guidelines for Council Liaisons on City appointed boards, commissions, and committees;

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

SECTION 1. Council Liaison Roles and Responsibilities is added to the Board, Commission, and Committee Rules of Procedure and attached hereto as Exhibit "A,"

SECTION 2. This Resolution and the Policy herein shall take effect on the 15 day of December, 2022, and it is accordingly so resolved.

DULY PASSED by the City Council of the City of Leander, Texas, on 15 day of December, 2022.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

EXHIBIT “A”
CITY OF LEANDER, TEXAS
BOARD AND COMMISSION RULES OF PROCEDURE

The City Council hereby adopts the following Rules of Procedure.

A. GENERAL GUIDELINES

- 1) Treat everyone with respect. No personal attacks on City Council, Staff or each other.
- 2) Address the present issue and let each item stand on its own.
- 3) Be brief and concise. Focus comments for item under consideration.
- 4) Support the validity and integrity of the process even when you disagree with the outcome.
- 5) Listen before judging or taking action. Do not pre-judge the motives of your fellow Boardmembers.
- 6) Wait for recognition from the Chair before speaking.
- 7) Agree to disagree. No need to over-talk an issue.
- 8) Be clear on directions, follow plans, and support City policies.

B. AGENDAS

- 1) Preparation of the Agenda. The staff liaison share prepare the agenda for the Chair’s review and approval.
- 2) Boardmember Requested Agenda Items.
 - a. A Boardmember that wishes to place an item on an agenda must submit the agenda item and the background material described in subsection (b) below to the Staff Liaison by 5:00 p.m. on the Wednesday prior to the posting of the meeting agenda. A Boardmember may submit no more than two (2) agenda items per meeting. All items submitted by the deadline will appear on the agenda for the meeting unless the Boardmember agrees to delay the agenda item to a later meeting. Items that are submitted after the deadline or that do not include the required background material will not appear on the agenda.
 - b. The Boardmember shall provide the Staff Liaison with materials providing background information on the agenda item that consists of, at a minimum, a written explanation about the purpose of the agenda item and any additional relevant information or documents. The Staff Liaison will prepare the Executive Summary based on the Boardmember’s written explanation.
 - c. Boardmember requested items will be placed at the end of the agenda.

C. CONDUCTING THE MEETING

- 1) Presiding Officer. The Chair and Vice Chair shall be elected at the first meeting following annual appointments. The Chair shall serve only one year per their term appointment.
- 2) General Conduct. Boardmembers shall show respect and courtesy to, and refrain from making disparaging comments about, fellow Boardmembers, the public, City Council and City staff in the conduct of a board meeting, outside of board meetings, in social settings, and on social media.
- 3) Consideration of Agenda Items.
 - a. Councilmembers shall confine their discussions concerning a motion or a question to the merits of a motion made and seconded or to a question already presented to them.
 - b. When an item is raised for discussion, the Chair will ask for input from each member of the Boardmember. Each Boardmember will be given an opportunity to speak before a Boardmember who has spoken may speak again.
 - c. Previously discussed agenda items shall not be re-discussed to accommodate boardmembers who did not participate due to absence or late arrival.
- 4) Adjournment (excludes Planning & Zoning Commission). After 2 hours, if more than two items remain on the agenda, the Boardmembers may vote on the question of adjourning the meeting and postponing the remaining items. If three-fourths of Boardmembers present and voting at the meeting (but no less than four) vote to postpone the items and adjourn the meeting, then the remaining items will be posted on the next regular board. Such agenda items shall be the first items listed under the regular agenda.

D. INTERACTION WITH CITY STAFF

- 1) Boardmember Request for Information. The Board and/or Boardmember may ask for information from City Staff by making the request to the Staff Liaison. Written materials or written responses to questions or requests for information shall be provided to the entire Board. Boardmembers are prohibited from contacting City Staff directly.

E. MISCELLANEOUS

- 1) Email and Electronic Devices. Planning & Zoning Commission members to the greatest extent possible will use city-issued email accounts and city issued electronic devices to conduct City business.
- 2) Personal Business. Personal business and/or non-profit work must be separate from the city.

F. COUNCIL LIAISON ROLES AND RESPONSIBILITIES

The City Council adopted on December 1, 2022, the following guidelines for Council Liaison members on City appointed Boards, Commissions, and Committees (Boards).

- **Definition.** The Council Liaison acts as spokesperson on behalf of the Council when so directed by the Council as a body.
- **Purpose.** The role of the Council Liaison is to facilitate communication from the Council to the Board by providing information about Council actions and related discussions.
- **Appointments.** No Council member is required to serve as Council Liaison to a Board. Council Liaison appointments will be conducted annually in October at the same meeting during which annual Board appointments are made. Councilmembers desiring to serve as Council Liaison to multiple Boards will be considered for appointment to one Board and then may be considered for additional appointments once other Council members have an opportunity to serve.
- **Attendance.** Attendance by Council Liaisons at Board meetings is not required and is not counted for the purposes of establishing and maintaining Board quorum. However, attendance at all or most Board meetings is encouraged. Frequency of attendance may be determined by each Council Liaison.
- **Participation.** Council Liaisons do not have voting or agenda setting privileges on the Board. Although Council Liaisons may participate in Board discussion, they should not advocate positions before the Board, nor should they attempt to influence Board decisions.

These guidelines apply when a Council member is acting as liaison to a City appointed Board. It does not apply when the Council member is appointed to a Board of non-city bodies where the Council member serves as a representative of the City.



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Approval of a Resolution amending the Council Rules of Procedure to provide for the addition of Council Liaison Guidelines.

BACKGROUND:

The attached Resolution amends the City Council Rules of Procedures to include the approved policy establishing council liaison roles and responsibilities for appointed members of Council to boards and commissions.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Resolution with Exhibit

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, AMENDING THE CITY COUNCIL RULES OF PROCEDURE TO INCLUDE COUNCIL LIAISON ROLES AND RESPONSIBILITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at a meeting on December 1, 2022, Leander City Council approved a policy establishing guidelines for Council Liaisons on City appointed boards, commissions, and committees;

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

SECTION 1. Council Liaison Roles and Responsibilities is added to the City Council Rules of Procedure and attached hereto as Exhibit "A,"

SECTION 2. This Resolution and the Policy herein shall take effect on the 15 day of December, 2022, and it is accordingly so resolved.

DULY PASSED by the City Council of the City of Leander, Texas, on 15 day of December, 2022.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

EXHIBIT “A”
CITY OF LEANDER, TEXAS
CITY COUNCIL RULES OF PROCEDURE

Pursuant to Section 3.05 of the City Charter, which states that the Council may determine the rules of its proceedings, the City Council hereby adopts the following Rules of Procedure.

A. GENERAL GUIDELINES

- 1) Focus on governing (policy making), not administration.
- 2) Treat everyone with respect. No personal attacks on City Staff or each other.
- 3) Address the present issue and let each item stand on its own.
- 4) Be brief and concise. Focus comments for item under consideration.
- 5) Support the validity and integrity of the process even when you disagree with the outcome.
- 6) Listen before judging or taking action. Do not pre-judge the motives of your fellow Councilmembers.
- 7) Wait for recognition from the Mayor before speaking.
- 8) Agree to disagree. No need to over-talk an issue.
- 9) Council directs as a body. Be clear on directions, follow plans, and support City policies.
- 10) No surprises. Share all information equally with each other and the City Manager.

B. AGENDAS

- 1) Preparation of the Agenda. The City Manager shall cause the City Secretary to prepare the agenda for the Mayor’s review and approval.
- 2) Consent Agenda. The following matters may be placed on the Consent Agenda: minutes; contracts or expenditures requiring Council approval that are within the budget; contracts city staff was authorized to negotiate and bring back for approval; second reading of ordinances; plat approvals where variances are not accepted; acceptance of subdivision infrastructure; and other similar routine, administrative matters that do not require deliberation. Items on the Consent Agenda may be approved with a single motion and vote; provided that any Councilmember may request that an item be pulled from the Consent Agenda for discussion and action during the regular agenda.
- 3) Councilmember Requested Agenda Items. Section 3.07 of the City Charter provides that any Councilmember may require any item be placed on an agenda for which timely notice may be given.
 - a. A Councilmember that wishes to place an item on an agenda must submit the agenda item and the background material described in subsection (b) below to the City

Manager's Office by 5:00 p.m. on the Wednesday before the regular meeting. A Councilmember may submit no more than two (2) agenda items per meeting. The Mayor may consult with a Councilmember about placement of an agenda item on a later meeting. All items submitted by the deadline will appear on the agenda for the meeting unless the Councilmember agrees to delay the agenda item to a later meeting. Items that are submitted after the deadline or that do not include the required background material will not appear on the agenda. The Mayor may waive the deadline for agenda items that are time sensitive.

- b. The Councilmember shall provide the City Manager with materials providing background information on the agenda item that consists of, at a minimum, a written explanation about the purpose of the agenda item and any additional relevant information or documents. The City Secretary will assist with preparing the Executive Summary based on the Councilmember's written explanation for the Councilmember's review and approval.
 - c. The Councilmember requested agenda items will be identified as "Council Directive" in the Executive Summary.
 - d. Councilmember requested items will be placed at the end of the agenda.
- 4) Councilmember Closing Statements. When this item appears on the agenda, Councilmembers may make statements about the following items only:
- a. Expressions of thanks, congratulations, or condolence;
 - b. Information regarding holiday schedules;
 - c. An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
 - d. A reminder about an upcoming event organized or sponsored by the governing body;
 - e. Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
 - f. Announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

C. CONDUCTING THE MEETING

- 1) Presiding Officer. The Mayor or, in their absence, the Mayor Pro Tem shall preside over and conduct all City Council meetings. In the absence of both the Mayor and the Mayor

Pro Tem, the City Council shall, by majority vote of those present, determine which member shall preside over and conduct the meeting.

- 2) General Conduct. Councilmembers shall show respect and courtesy to, and refrain from making disparaging comments about, fellow Councilmembers, the public, and City staff in the conduct of a City Council meeting, outside of Council meetings, in social settings, and on social media.
- 3) Consideration of Agenda Items.
 - a. Councilmembers shall confine their discussions concerning a motion or a question to the merits of a motion made and seconded or to a question already presented to them.
 - b. When an item is raised for discussion, the Presiding Officer will ask for input from each member of the Council. Each Councilmember will be given an opportunity to speak before a Councilmember who has spoken may speak again. Councilmembers shall raise their hands to indicate a desire to speak. The presiding officer will recognize a member whose hand is raised. The same procedure will be followed for discussion on an item after a motion has been made and seconded.
 - c. Debate shall normally be closed after every Councilmember wishing to speak has been given every opportunity to speak and no Councilmember has any additional comments to make. When the debate appears to have closed, the Mayor or Presiding Officer shall call for a vote.
 - d. Any Councilmember may call for the question on any issue, and upon seconding by another Councilmember, the issue shall immediately be put to vote. Passage of the motion to address the previous question shall terminate debate on the motion, amendment, or amended motion, and the matter shall move on immediately.
- 4) Executive Session. Matters discussed in executive session will be kept confidential and City Councilmembers shall not discuss matters discussed in executive session outside of the executive session.
- 5) Adjournment. After 11:00 p.m., if more than two items remain on the agenda (excluding Councilmember closing remarks), the Council may vote on the question of adjourning the meeting and postponing the remaining items. If three-fourths of Councilmembers present and voting at the meeting (but no less than four) vote to postpone the items and adjourn the meeting, then the remaining items will be posted on the next regular City Council agenda, or an earlier agenda if approved by the City Council or Mayor. Such agenda items shall be the first items listed under the Regular Agenda.
- 6) Participation by Videoconference. One (1) or more Councilmember(s) may participate in City Council meetings remotely by means of videoconference, and shall be counted as present, if all of the following conditions apply:
 - a. Attendance by the Councilmember at the physical meeting location is unreasonably difficult or impossible.

- b. The Councilmember has notified the City Secretary of his/her request to participate remotely by means of videoconference no later than one week prior to the scheduled meeting date.
 - c. The meeting notice specifies a physical meeting location and the intent to have a quorum of City Council present at the physical meeting location.
 - i. If the Mayor plans to participate remotely by means of videoconference, the Mayor Pro Tem (or other Councilmember designated pursuant to Section C.1) shall serve as the Presiding Officer.
 - d. The technology used to facilitate two-way audio and video communication among participating City Council members, which is audible and visible to the public during the meeting, operates in accordance with Texas Open Meetings Act requirements.
 - i. If a quorum of City Council is present at the physical meeting location, and the Councilmember participating remotely by means of videoconference is no longer visible and audible to those in attendance at the physical meeting location, the meeting may continue in accordance with the Texas Open Meetings Act.
 - e. During any executive session or closed meeting, to protect confidentiality and preserve attorney-client privilege, the Councilmember participating remotely by means of videoconference must safely prohibit all audio and video communication from being seen, heard or recorded by unauthorized persons.
- 7) Meetings by Teleconference. A quorum of City Council may conduct meetings remotely by means of teleconference if all of the following conditions apply:
- a. An emergency or public necessity exists, as defined by Texas Open Meetings Act provisions for telephone meetings.
 - b. Physical attendance at one location by a quorum of City Council is unreasonably difficult or impossible.
 - c. The technology used to facilitate two-way audio communication among participating City Council members, which is audible to the public during the meeting, operates in accordance with Texas Open Meetings Act requirements.

D. INTERACTION WITH CITY STAFF

- 1) City Charter Requirement. Section 4.05 of the City Charter provides that: “No member of the council shall give orders directly to any city employee, except when empowered to do so by an emergency proclamation, and all members of the council shall deal with the nonelective officers, employees and administrative offices of the city solely through the city manager.”
- 2) Council Requests for Staff Reports. City Council Members may request staff reports and

other staff work through the City Manager. If the request involves a significant use of staff resources (generally defined as approximately four hours or more of staff time), the City Manager shall have the discretion to ask the Council member to bring the request forward as an agenda item and the request must receive a consensus from the City Council.

- 3) Council Request for Information. The City Council may ask for information from City Staff by making the request to the City Manager or getting authorization from the City Manager to request the information from City Staff. Written materials or written responses to questions or requests for information shall be provided to the entire City Council.

E. RECONSIDERATION OF MATTERS

- 1) In order for an action to be reconsidered, a Councilmember may request that an item considered be submitted to the City Manager's Office no later than 5:00 p.m. on the first Wednesday after the City Council Meeting in which a vote was taken on the item. A request to reconsider an item can only be sponsored by a Council Member who voted with the prevailing side. A motion to reconsider any action of the Council can be made not later than the next succeeding official City Council Meeting following its submission to the City Manager's Office. Such motion can only be made by a member who voted with the prevailing side. It can be seconded by any member. No question shall be twice reconsidered, except by unanimous consent of the Council.
- 2) For matters that have not received four votes of Council either for or against a motion on the matter, any member of Council can request that the matter be placed on the agenda for reconsideration. The request may be made at the meeting at which the motion failed to pass, or the request may be made in writing and submitted to the City Manager and the City Secretary by 5:00 p.m. on the first Wednesday after the City Council Meeting in which the matter failed to receive four votes.
- 3) Reconsideration of matter under this Section will not be limited to the motion or motions made at the prior meeting.

F. MISCELLANEOUS

- 1) Email and Cell Phone Usage. Councilmembers to the greatest extent possible will use city-issued cell phones and email accounts to conduct City business.
- 2) Robert's Rules. Where needed for structure and order, the City Council may use Roberts Rules of Order as a guide for its proceedings, unless they conflict with these rules.
- 3) Suspension of Rules. Any provision of these rules not governed by the City Charter or Code may be temporarily suspended by a two-thirds vote of all members of the Council.
- 4) Amendment to Rules. These rules may be amended, or new rules adopted, by a majority vote of all members of the Council. Council shall review these rules annually.

F. COUNCIL LIAISON ROLES AND RESPONSIBILITIES

The City Council adopted on December 1, 2022, the following guidelines for Council Liaison members on City appointed Boards, Commissions, and Committees (Boards).

- **Definition.** The Council Liaison acts as spokesperson on behalf of the Council when so directed by the Council as a body.
- **Purpose.** The role of the Council Liaison is to facilitate communication from the Council to the Board by providing information about Council actions and related discussions.
- **Appointments.** No Council member is required to serve as Council Liaison to a Board. Council Liaison appointments will be conducted annually in October at the same meeting during which annual Board appointments are made. Councilmembers desiring to serve as Council Liaison to multiple Boards will be considered for appointment to one Board and then may be considered for additional appointments once other Council members have an opportunity to serve.
- **Attendance.** Attendance by Council Liaisons at Board meetings is not required and is not counted for the purposes of establishing and maintaining Board quorum. However, attendance at all or most Board meetings is encouraged. Frequency of attendance may be determined by each Council Liaison.
- **Participation.** Council Liaisons do not have voting or agenda setting privileges on the Board. Although Council Liaisons may participate in Board discussion, they should not advocate positions before the Board, nor should they attempt to influence Board decisions.

These guidelines apply when a Council member is acting as liaison to a City appointed Board. It does not apply when the Council member is appointed to a Board of non-city bodies where the Council member serves as a representative of the City.



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Approval of an Ordinance amending Code of Ordinances, Article 1.04 Boards, Commissions and Committees, Section 1.04.001, to add a new Section 1.04.004 providing for a definition of Council Liaison.

BACKGROUND:

The attached ordinance amends the Boards, Commission and Committees section to provide for a definition of Council Liaison as defined in the adopted policy. In addition to the ordinance amendment, the City Council and Board and Commission Rules of Procedures were amended to include the council liaison roles and responsibilities guidelines as approved by the City Council on December 1, 2022.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ARTICLE 1.04 BOARDS, COMMISSIONS AND COMMITTEES, SECTION 1.04.001, TO ADD A NEW SECTION 1.04.004, PROVIDING FOR A DEFINITION OF COUNCIL LIAISON; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Leander desires to amend Article 1.04 Boards, Commissions and Committees, Section 1.04.001.

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

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

Section 2. Adding a new Section 1.04.004. the Code is hereby amended to read as follows:

Definition

(1) Council Liaison - The Council Liaison acts as spokesperson on behalf of the Council when so directed by the Council as a body.

Section 3. Amendment of Ordinances. The Leander Code of Ordinances, Article 1.14, Division 2, are hereby amended and all ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance govern.

Section 4. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting the public arts commission within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the first reading on this 15 day of December, 2022.

ATTEST:

THE CITY OF LEANDER

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Approval of the Second Reading of an ordinance regarding Zoning Case Z-22-0026 to amend the current zoning of LO-3-B (Local Office) to adopt the Northpoint PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) and approval of Development Agreement Case 22-DA-028 on one (1) parcel of land approximately 13.871 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R599180; and more commonly known as 10880 W. Crystal Falls Parkway, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. Staff recommends approval of this request. The Planning & Zoning Commission reviewed this request during the November 10, 2022 meeting and requested that the applicant work with staff to update the project to clarify manufacturing and limit the hours of operation. The Planning & Zoning Commission unanimously recommended approval of the request during the November 22, 2022 meeting.

HISTORY/TIMELINE:

11/06/2002 – The north portion of the lot was annexed.
01/03/2007 – The small back west portion was annexed.
01/13/2013 – The south portion of the lot was annexed.
06/29/2020 – The property was platted.
11/10/2022 – Planning & Zoning Commission, 1st Public Hearing
11/22/2022 – Planning & Zoning Commission, Action
12/01/2022 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Headwaters Capital Partners (Rachel Shanks) on behalf of Northpoint Austin (Barry Cox)

RECOMMENDATION:

The City Council unanimously approved the request during the December 1, 2022 meeting.

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 Notification Map
5. Proposed Zoning Map
6. Aerial Map
7. Minor PUD Notes
8. Letter of Intent
9. Neighborhood Outreach Report
10. Ordinance



PLANNING ANALYSIS

ZONING CASE 22-Z-026 NORTHPOINT PUD

GENERAL INFORMATION

Owner/Agent: Headwaters Capital Partners (Rachel Shanks) on behalf of Northpoint Austin (Barry Cox).

Current Zoning: LO-3-B (Local Office)

Proposed Zoning: Northpoint PUD (Planned Unit Development) with the following base zoning district:
LC-2-A (Local Commercial)

Size and Location: The property is located at 10880 W Crystal Falls Pkwy, including approximately 13.871 acres.

Staff Contact: Justin Hunt
Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to allow for the additional uses of manufacturing as a secondary use as well as associated warehouse and distribution 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 4*
- ☒ ☐ Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

This property is located within a Multi-Use Corridor and is currently limited to office uses. The request to add manufacturing as a secondary use is not allowed by right in the LC (Local Commercial) use component, but can be permitted through the use of a PUD (Planned Unit Development). Manufacturing as a secondary use allows for secondary processing, fabrication, or assembly of semi-finished uses. This type of manufacturing is limited to 40,000 square feet, and must be contained entirely inside the building and an entire building may not be used for manufacturing. The manufacturing use is limited to fifty (50%) of the total building, and manufacturing shall only be permitted on the front portion of the property. The remainder (100 feet from the rear property line) shall be limited to uses permitted in the LC use component. Also, parking and drive aisles associated with distribution shall not be permitted 100 feet from the rear property line, and overhead doors shall be limited to the interior of the project and shall not face adjacent residential properties. The applicant has also entered into a masonry agreement to provide 100% masonry on the buildings.

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

	ZONING	LAND USE
NORTH	Roadway/School	E. Crystal Falls Parkway & Rouse High school
EAST	SFC-2-B	Cold Springs subdivision
SOUTH	PUD-SF	Crystal Springs Subdivision
WEST	PUD-SF	Crystal Springs Subdivision

SURROUNDING AREA:

This property is located west of the Cold Springs subdivision and south of E. Crystal Falls Pkwy. The Crystal Springs subdivision is surrounding the remaining sides of the property. The adjacent properties fronting E. Crystal Falls Parkway are zoned Local Commercial.

PHYSICAL AND NATURAL FEATURES:

This property is undeveloped with half the lot covered in trees.

PROPERTY HISTORY:

The subject area contains three annexations. The north portion of the lot was annexed 11/6/2002, a small back west portion of the property was annexed 1/3/2007, and the south portion was annexed 1/13/2013. This lot was platted with the Northpoint Short Form Final Plat and recorded 6/29/2020.

MAJOR CORRIDORS:

This property has access onto E. Crystal Falls Parkway.

TRANSPORTATION PLAN REQUIREMENTS:

The development of the property has not been evaluated for roadway adequacy/boundary street improvements, turn lanes, deceleration lanes or TIA at this time.

EXISTING UTILITIES:

This property has access to water along E. Crystal Falls Parkway (figure 1) and wastewater along the southern property boundary (figure 2).



Figure 1 Water



Figure 2 Wastewater

CURRENT LAND USES:

The property is currently undeveloped.

PROPOSED ZONING DISTRICT:

PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for a commercial development that includes office and commercial uses, as well as manufacturing as a secondary use. The contents of this PUD further explain and illustrate the overall function desired for this development. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

USE COMPONENT**LC – LOCAL COMMERCIAL:**

Features: Any use in LO plus retail sales and services, restaurants, banks, nursery or greenhouse, grocery sales, pharmacies, fitness centers, dance and music academies, artist studio, colleges and universities, bed and breakfast. Hours of operation: 5:00 a.m. to 10:00 p.m. Sun.-Thurs., 5:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. 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.

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.

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.

NEIGHBORHOOD RESIDENTIAL

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

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

Some neighborhood-serving retail and office uses are permitted in these areas with highly-restrictive use, site and design requirements. These type of uses are residential in scale and architectural design and are walkable in nature, though auto-serving. These uses are not shown on the Future Land Use Map as commercial and are supported when integrated into a development with appropriate site and zoning compatibility considerations.

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 5/2/2022 and no significant changes have accrued from their original proposal.

NOTIFICATION

- 10/20/2022 - Public Notice on Hill Country News
- 10/26/2022 - Mail Notification to Property Owners within 200'
- 10/26/2022 - Public Hearing Signage Posted on Property
- 11/10/2022 - Planning and Zoning Commission Public Hearing
- 12/01/2022 - City Council Public Hearing & First Reading of the Ordinance
- 12/15/2022 - 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.

A neighborhood outreach letter was mailed out 07/18/2022. Please see the Neighborhood Outreach attachment 9 for more detail.





APPROVAL CRITERIA:

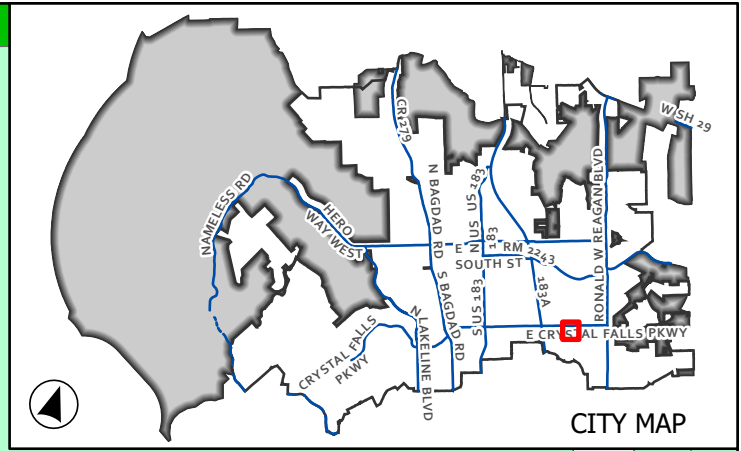
The majority of this property falls under the Multi-Use Corridor. Because of the higher standards of the PUD, the requested PUD with base zoning of LC-2-A (Local Commercial) is a compatible use category in the Future Land Use map.

The applicant is requesting a more intense use than what could be permitted at this location, but with higher standards the more intense use of manufacturing as a secondary use and the associated warehouse, and distribution are limited. The LC base zoning also includes restricted hours of operation which would not be applicable to the property if it were zoned with the HC (Heavy Commercial) use component.

In addition to the higher standards established by the PUD, the Composite Zoning Ordinance requires the developer to provide a 6' masonry screening wall for commercial development adjacent to residential. Furthermore, the ordinance requires a 50' building setback for new buildings adjacent to residentially zoned property.

This Planned Unit Development includes the following allowed/prohibited uses

HIGHER STANDARDS	WAIVERS
	Allowing manufacturing as a secondary use as well as the associated processing and distribution.
	Manufacturing is limited to 40,000 square feet, and must be contained entirely inside the building
	Manufacturing use is limited to fifty (50%) of the total building, and manufacturing shall only be permitted on the front portion of the property.
Parking and drive aisles associated with distribution shall not be permitted 100 feet from the rear property line.	
Overhead doors shall be limited to the interior of the project and shall not face adjacent residential properties.	
100% Masonry on all new buildings.	



E CRYSTAL FALLS PKWY

ARTESIAN SPRINGS XING

YAUPON GROVE LN

CYPRESS GATE DR

GRAND LAKE PKWY

CACTUS MOUND DR

SUZANNE KELLI DR

CASE: Z-22-0026

ATTACHMENT 2

NORTHPOINT
MINOR PUD

Current Zoning

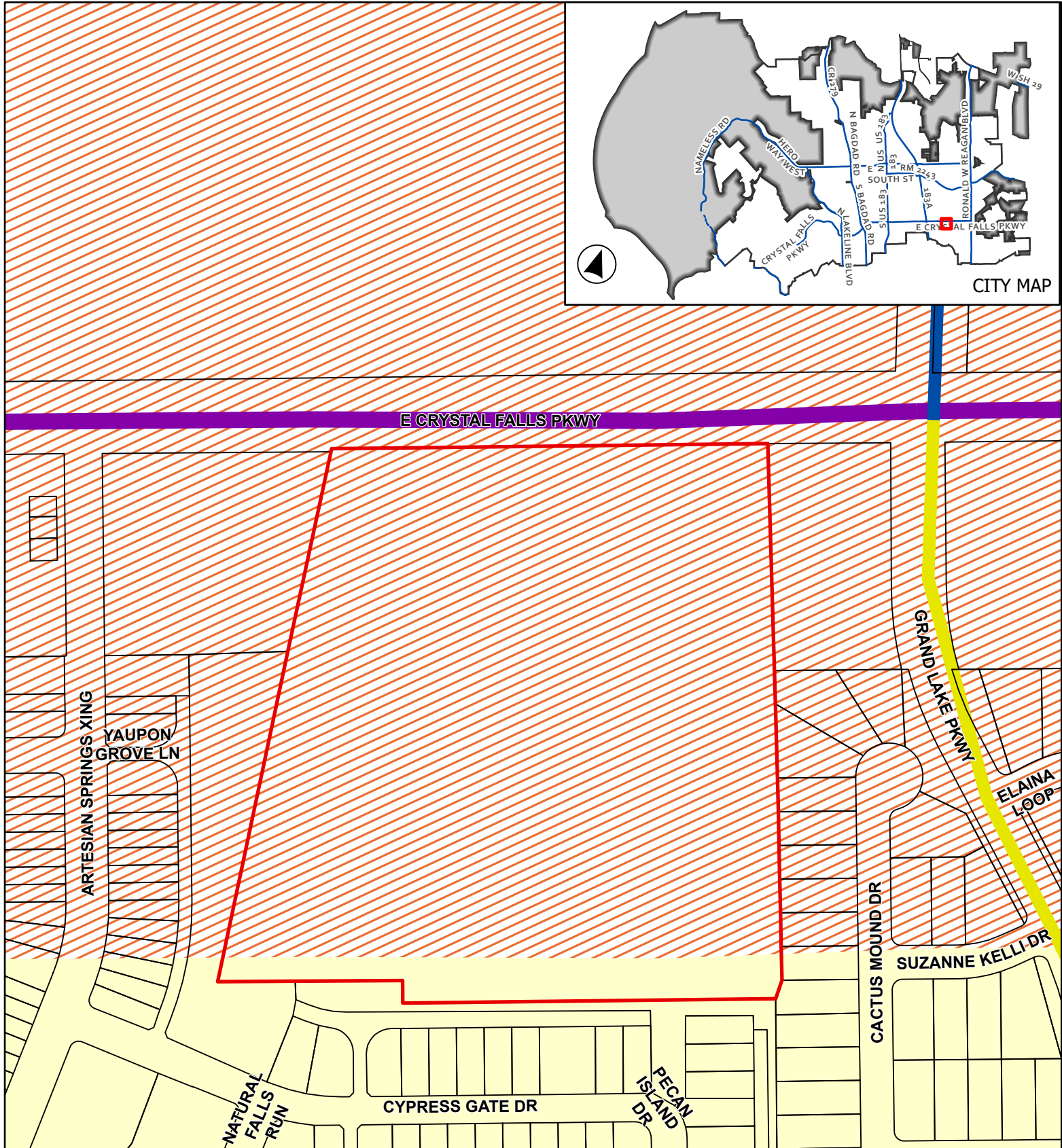
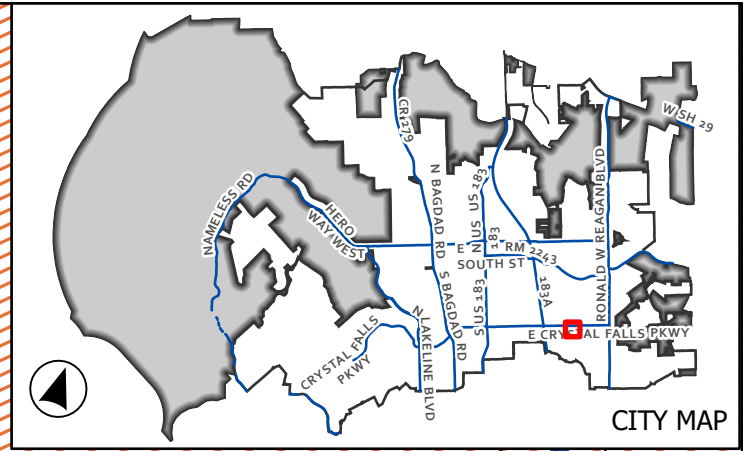
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-  Leander City Limits
-  Proposed ETJ
-  Subject Area
-  SFR - Single-Family Rural
-  SFS - Single-Family Suburban

-  SFC - Single-Family Compact
-  LO - Local Office
-  LC - Local Commercial
-  PUD - Single-Family



0 60 120
Feet



CASE: 22-Z-0026 ATTACHMENT 3 NORTHPOINT MINOR PUD

Future Land Use Map

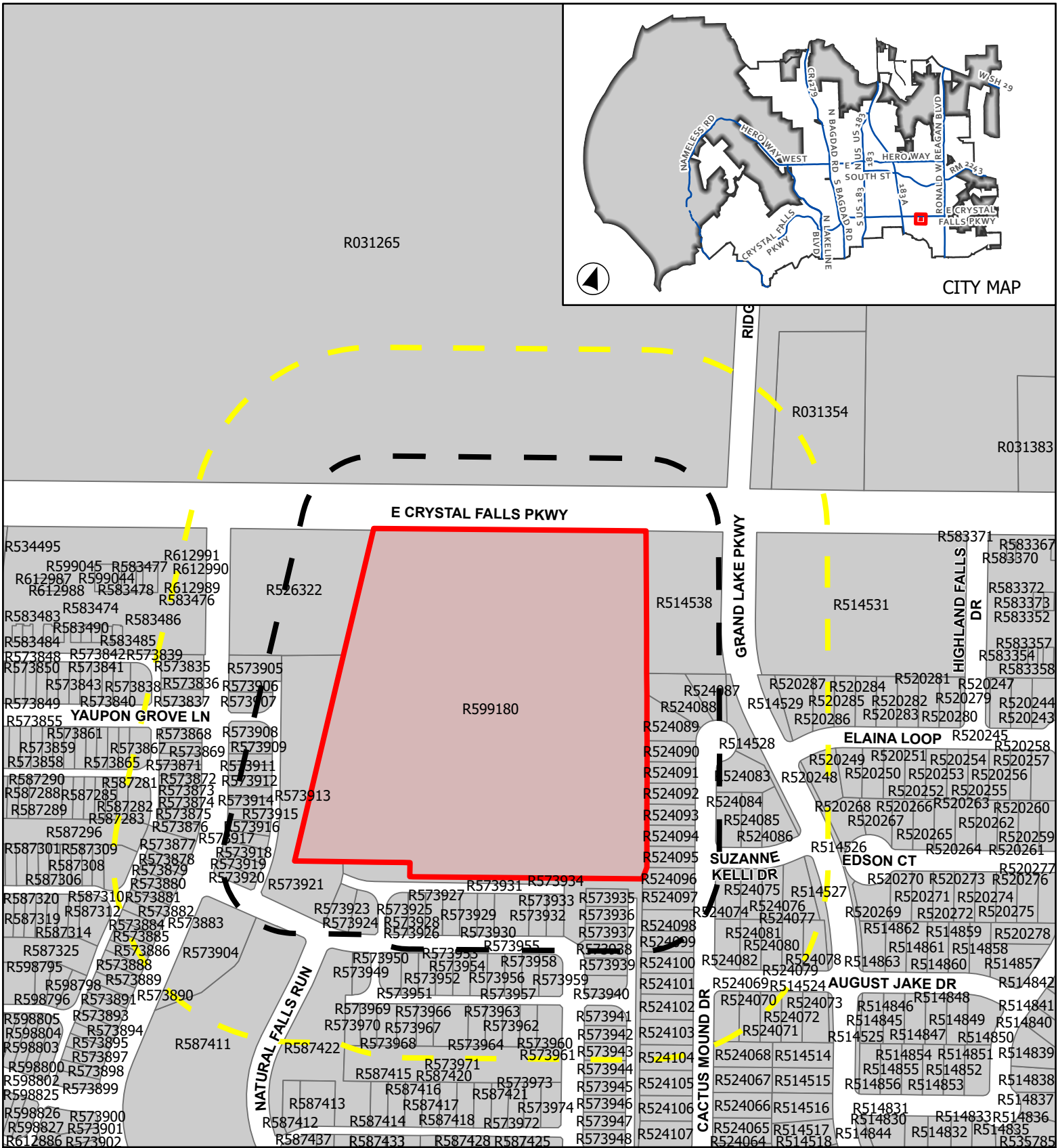
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0 87.5 175 Feet

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

Future Land Use

- Rural, Existing
- Neighborhood Residential
- Multi-Use Corridor



CASE: Z-22-0026 ATTACHMENT 4 NORTHPOINT MINOR PUD

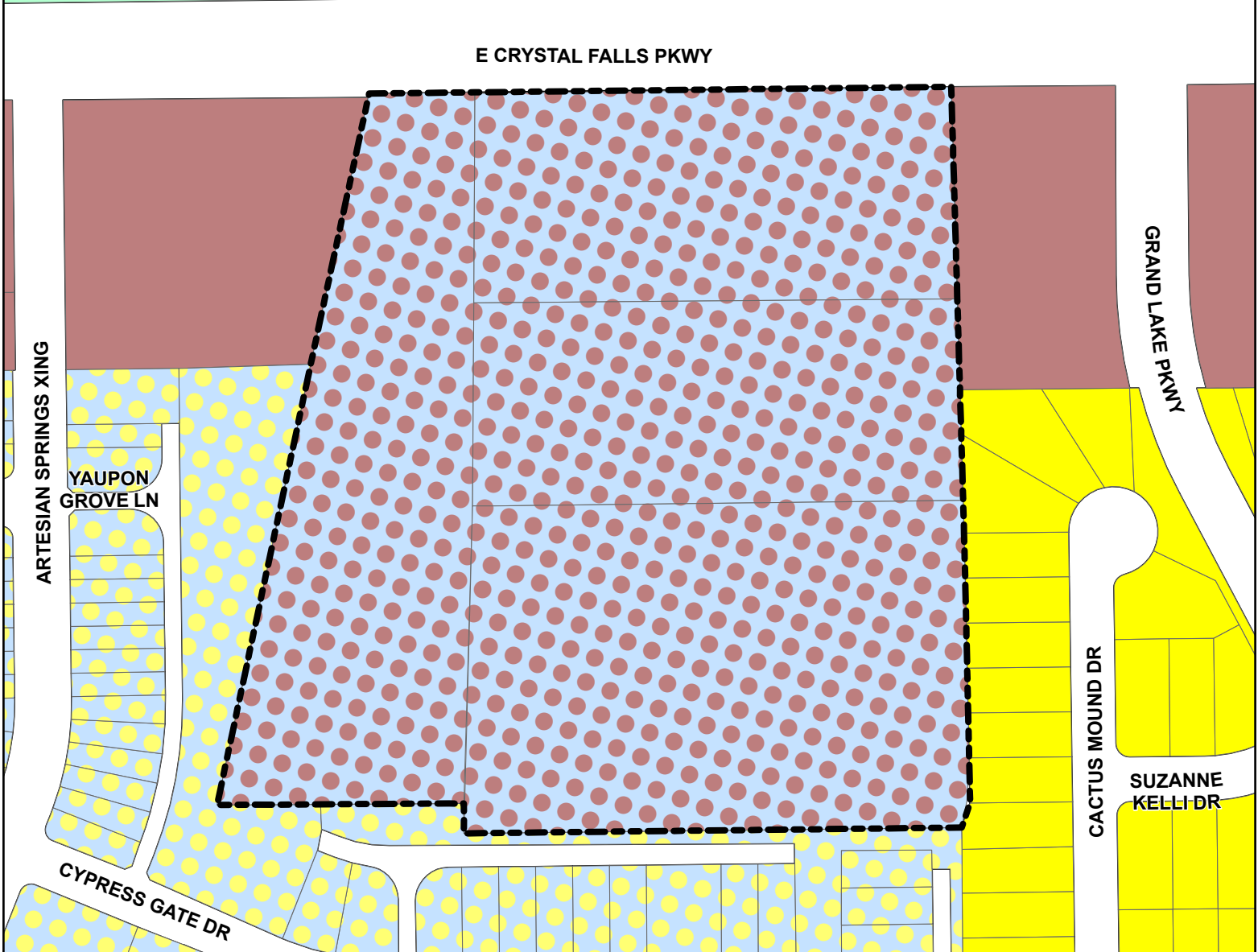
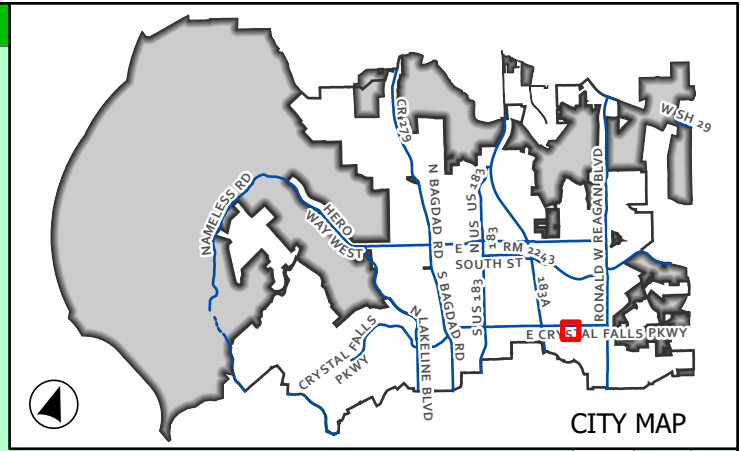
PUBLIC NOTIFICATION

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0 145 290

Feet

- 200' Buffer
- 500' Buffer
- Leander City Limits
- ETJ
- Site Location



CASE: Z-22-0026

ATTACHMENT 5

NORTHPOINT
MINOR PUD

Proposed Zoning

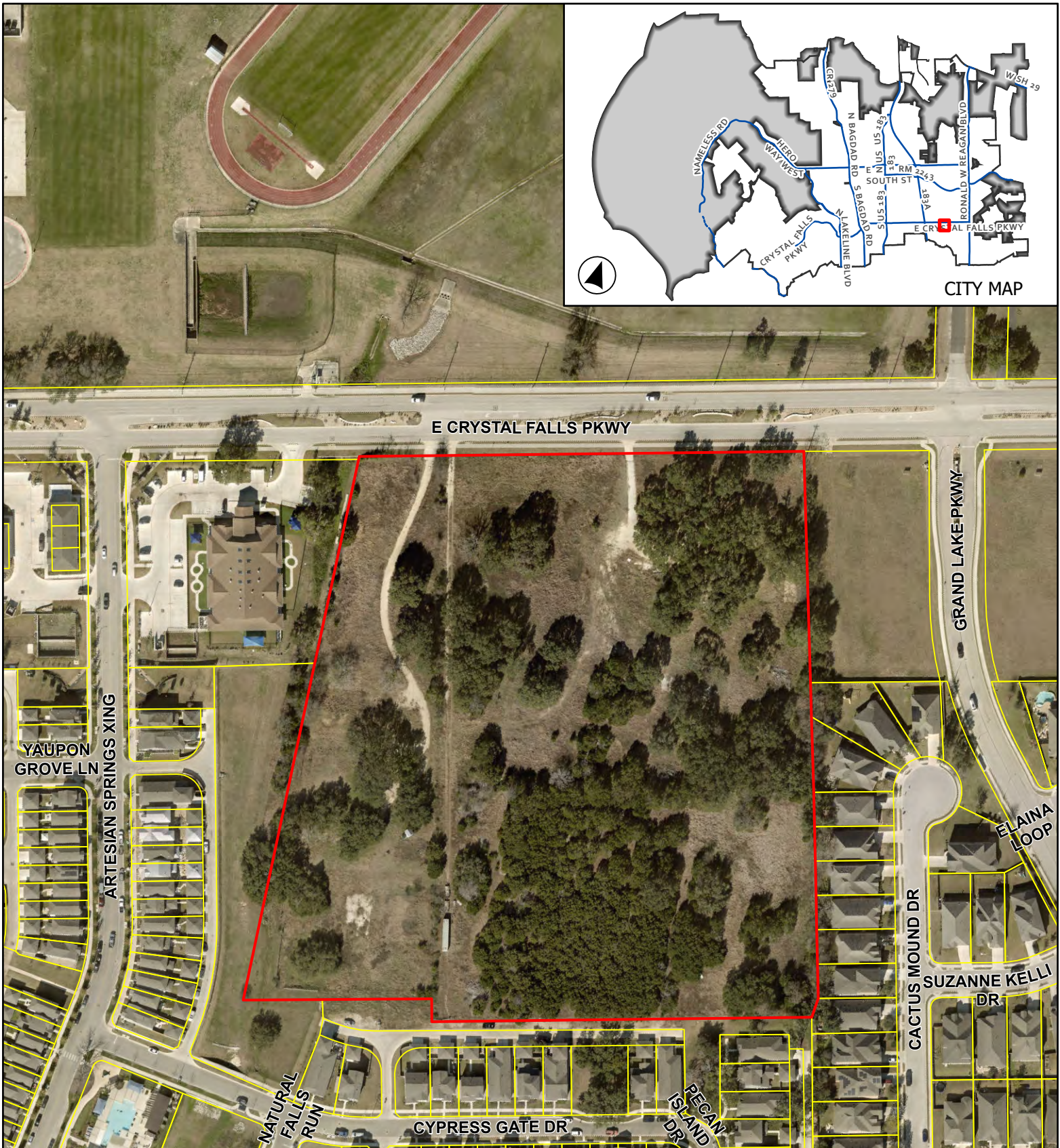
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- Leander City Limits
- Proposed ETJ
- Subject Area
- SFR - Single-Family Rural
- SFS - Single-Family Suburban

- SFC - Single-Family Compact
- LC - Local Commercial
- PUD - Single-Family
- PUD - Local Commercial



0 60 120
Feet



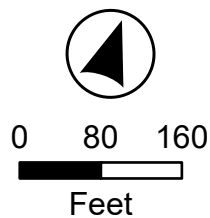
CASE: Z-22-0026

ATTACHMENT 3

**NORTHPOINT
MINOR PUD**

Aerial Map

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



- Leander City Limits
- Leander ETJ
- Subject Area

EXHIBIT A

Northpoint PUD Minor Planned Unit Development

A. Purpose and Intent

1. The Northpoint PUD is comprised of approximately 13.781 acres (the “Subject Property”), as shown in **Exhibit B**. The development of this property includes several office buildings and a church, as shown in **Exhibit C**.

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 those permitted items within LC-2-A Local Commercial District and additional uses as listed below.
 - a. Manufacturing as a secondary use – Establishments engaged in the manufacture of products for final use or consumption. This usually involves the secondary processing, fabrication, or assembly of semi-finished uses. This type of manufacturing is limited to 40,000 square feet located on the Subject Property. Manufacturing must be contained entirely inside the building and an entire building may not be used for manufacturing. The manufacturing is limited to fifty (50%) of the total building. Warehouse storage and distribution of the manufactured goods is permitted as an accessory use.
2. The prohibited uses shall include manufacturing as a primary use and outdoor manufacturing.

D. Development Standards

1. The manufacturing uses listed in Section C shall only be permitted on the front portion of the property. The remainder (100 feet from the rear property line) shall be limited to uses permitted in the LC use component.
2. Parking and drive aisles associated with distribution shall not be permitted 100 feet from the rear property line.
3. Overhead doors shall be limited to the interior of the project and shall not face adjacent residential properties.
4. Hours of operation shall be limited to 7:00 a.m. to 10:00 p.m. Sunday through Thursday and 7:00 a.m. to 11:00 p.m. Friday through Saturday. Hours of operations do not apply to church events located inside the church building such as lock-ins.

EXHIBIT B LEGAL DESCRIPTION:

DESCRIPTION OF A 10.221 ACRE TRACT OF LAND LOCATED IN THE WALTER CAMPBELL SURVEY, ABSTRACT NO. 3, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 10.59 ACRE TRACT DESCRIBED IN VOLUME 1827, PAGE 950, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THAT SAME 10.59 ACRES CONVEYED TO CATHY LYNNE BROUN BY INDEPENDENT EXECUTOR'S DISTRIBUTION DEED OF RECORD IN DOCUMENT NUMBER 2015035808, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THAT CALLED 0.3631 ACRE TRACT CONVEYED TO THE CITY OF LEANDER BY SPECIAL CASH WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 2003044998, SAID OFFICIAL PUBLIC RECORDS, SAID 10.221 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found, in the south right-of-way line of County Road 272, more commonly known as East Crystal Falls Parkway, a variable width roadway, of which no dedication was found to date, for the southeast corner of said 0.3631 acre City of Leander tract, being the southwest corner of a called 0.3069 acre tract conveyed to the City of Leander by Special Cash Warranty Deed of record in Document No. 2002053535, said Official Public Records, being the northwest corner of COLD SPRINGS, SECTION TWO, a subdivision of record in Document No. 2012008535, said Official Public Records, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "G&R SURVEYING" found, bears North 70°00'01" East, with said south right-of-way of East Crystal Falls Parkway, a distance of 180.10 feet;

THENCE, with the east line of said 10.59 acres, being the east line of the herein described tract, the following two(2) courses and distances:

1. South 21°10'32" East, with the west line of said COLD SPRINGS, SECTION TWO, and COLD SPRINGS, SECTION FIVE, a subdivision of record in Document No. 2013089271, said Official Public Records, a distance of 489.78 feet, to a 1/2-inch iron rod found;

2. South 20°45'40" East, continuing with the west line of said COLD SPRINGS, SECTION FIVE, a distance of 329.86 feet, to a 1/2-inch iron rod with cap stamped "STEGER BIZZELL" set, for a northeast corner of a tract called 128.40 acres conveyed to Century Land Holdings II, LLC, by Special Warranty Deed of record in Document No. 2017090246, said Official Public Records, for the southeast corner of said 10.59 acres, and for the southeast corner of the herein described tract;

THENCE, South 69°36'47" West, with the north line of said 128.40 acre tract, being the south line of said 10.59 acre tract, and being the south line of this tract, being the same line described in a Boundary Line Agreement of record in Document No. 2013067006, said Official Public Records, a distance of 556.89 feet, to a 1/2-inch iron rod with illegible cap found for an interior ell corner of said 128.40 acre tract, being the southwest corner of said 10.59 acre tract and being the southwest corner of the herein described tract;

(Continued)

THENCE, with the west line of said 10.59 acre tract and being the west line of the herein described tract, the following two(2) courses and distances:

1. North 19°04'13" West, with an east line of said 128.40 acre tract and the east line of a remainder tract called 8.07 acres conveyed to David O. Brown, and spouse, Mary J. Brown in a General Warranty Deed with Vendor's Lien of record in Document No. 2005045871, said Official Public Records, a distance of 328.85 feet, to a 1/2-inch iron rod found;

2. North 19°12'22" West, continuing with said 8.07 acre remainder tract, a distance of 488.26 feet, to a 1/2-inch iron rod with cap stamped "COTTON SURVEYING" found in the said south right-of-way of East Crystal Falls Parkway, for the northeast corner of said 8.07 acre remainder tract, being the southeast corner of a called 0.0845 acre tract conveyed to the City of Leander by Special Cash Warranty Deed of record in Document No. 2002066206, said Official Public Records, being the southwest corner of said 0.3631 acre tract, for the northwest corner of the herein described tract, from which an "X" cut in concrete found, bears South 69°21'12" West, a distance of 116.77 feet;

THENCE, North 69°19'29" East, with the said south right-of-way line of East Crystal Falls Parkway, a distance of 530.38 feet, to the POINT OF BEGINNING, and containing 10.221 acres of land, more or less, within these metes and bounds.

BEING A 3.56 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE WALTER CAMPBELL SURVEY, ABSTRACT NO. 3, SITUATED IN THE CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS, SAME BEING THE CALLED 8.07 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DAVID O. BROWN AND SPOUSE, MARY J. BROWN, IN DOCUMENT NUMBER 20050405871, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THE CALLED 0.0845 OF AN ACRE TRACT, AS DESCRIBED IN A DEED TO THE CITY OF LEANDER IN DOCUMENT NUMBER 2002066206, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND SAVE AND EXCEPT THE CALLED 4.42 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO CS LEANDER I, LTD., A TEXAS LIMITED PARTNERSHIP, IN DOCUMENT NUMBER 2013050833, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, at a found 1/2" iron rod, on the east right-of-way line of East Crystal Falls Parkway (a variable width right-of-way; a.k.a County Road 272), at the northwest corner of Lot 6, Block R, Cold Springs, Section Two, a subdivision as recorded in Doc. No. 2012008535, Official Public Records, Williamson County, Texas, same being a point on the east line of a called 10.59 acre tract as described in a deed (now or formerly) to Waurane Jones Cluck in Volume 1827, Page 950, Deed Records, Williamson County, Texas, also being the southeast corner of a called 0.3631 acre tract of land, as described in a deed to the City of Leander, in Doc. No. 2003044998, Official Public Records, Williamson County, Texas.

THENCE, S 69°20'08" W along said east r.o.w., same being the south line of said 0.3631 acre tract, and traversing through said Cluck tract, for a distance of 530.35 feet, to a found 1/2" iron rod with cap stamped "Cotton Surveying", at the southwest corner of said 0.3631 acre tract, same being the southeast corner of said 0.0845 acre, and being a point on the east line of said 8.07 acre tract, for the northeast corner of herein described tract and the POINT OF BEGINNING;

THENCE, along the west line of said Cluck tract, same being the east line of said 8.07 acre tract, the following two (2) courses and distances:

1. S 19°12'38" E (S 16°34'20" E), 488.40 feet to a found 1/2" iron rod for an angle point hereof;
2. S 19°05'20" E (S 16°28'46" E), 302.33 feet to a found "A" iron rod with cap stamped "Baker", for a point on the west line of said Cluck tract, same being a point on the east line of said 8.07 acre tract, and being the northeast corner of a said 4.42 acre tract, and being a point on a northerly line of a called 128.40 acre tract of land as described in a deed to Century Land Holdings II, DBA Century LH II, LLC, in Doc. No. 2017090246, Official Public Records, Williamson County, Texas, for the southeast corner of the herein described tract;

THENCE, S 69°37'38" W (S 69°33'22" W) along the north line of said 4.42 acre tract, same being a northerly line of said Century tract, and being the south line of herein described tract, for a distance of 274.40 (274.89) feet, to a found 1/2" iron rod with cap stamped "Pape Dawson" (called to be a cap stamped "Baker" on the subdivision plat of Crystal Springs, as recorded in Doc. No. 2014003978, Official Public Records, Williamson County, Texas, as surveyed by Pape Dawson), at the northwest corner of said 4.42 acre tract, same being an angle point on the east line of Lot 3, Block A, in said Crystal Springs, and being a point on the west line of said 8.07 acre tract, for the southwest corner of the herein described tract;

THENCE, N 08°00'13" W (N 05°21'27" W) along the east line of said Lot 3, same being the west line of said 8.07 acre tract, for a distance of 501.10 (501.65 per said Crystal Springs plat) feet, to a found 1/2" iron rod with cap stamped "Baker", at the common easterly corner of said Lot 3 and Lot 4, in said Block A, same being an angle point on the west line of said 8.07 acre tract, for an angle point on the west line of the herein described tract,

THENCE, N 07°50'04" W (N 05°11'21" W) along the east line of said Lot 4, same being the west line of said 8.07 acre tract, at a distance of 14.47 feet, passing a found fence post (appears to be the called original angle corner of

(Continued)

said 8.07 acre tract), and continuing for a total distance of 307.84 (307.81 per said Crystal Springs plat) feet, to a found "X" on concrete, on the east r.o.w. of said East Crystal Falls Parkway, same being a point on the west line of said 8.07 acre tract, also being at the northeast corner of said Lot 4, and being the southwest corner of said 0.0845 acre tract. for the northwest corner of herein described tract;

THENCE, N 69°20'08" E (N 69°18'33" E) along the south line of said 0.0845 acre tract, same being north line of herein described tract, for a distance of 116.91 (116.71 feet), to the POINT of BEGINNING, containing 3.56 acres more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

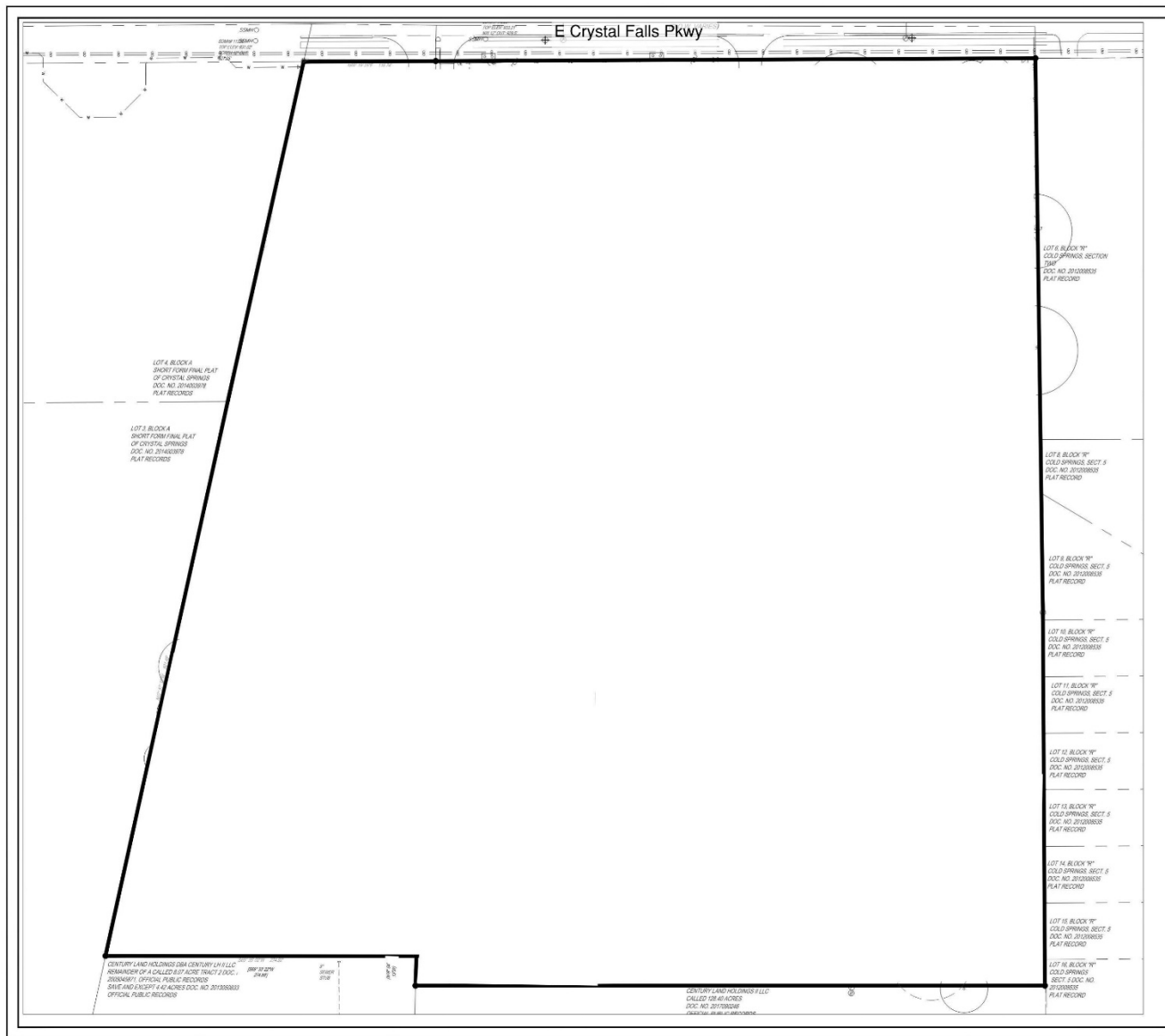
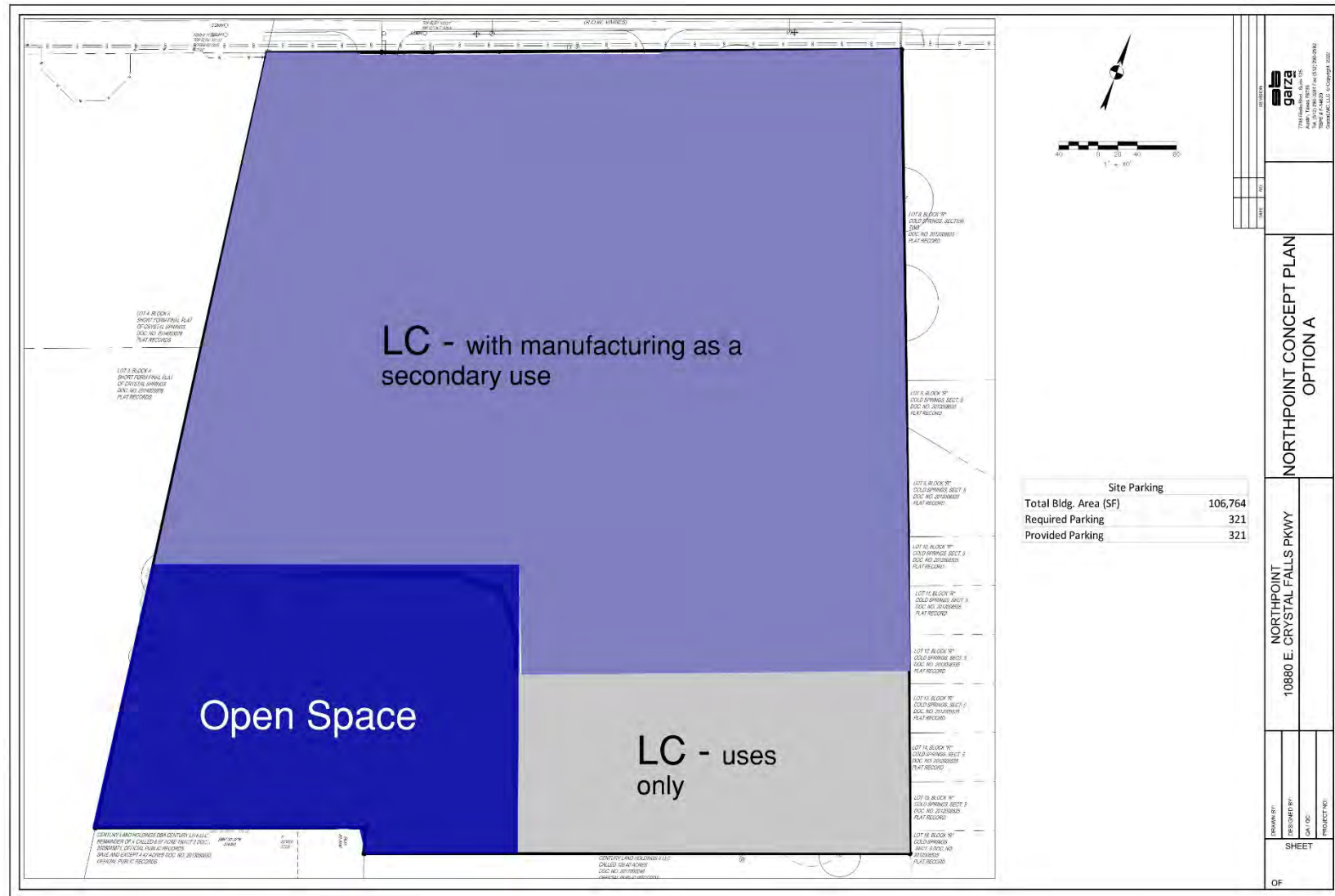


EXHIBIT C CONCEPT PLAN:





June 28, 2022

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

Re: Northpoint Minor PUD
10880 E Crystal Falls Pkwy, Leander, Texas 78641

To Whom It May Concern:

On behalf of the owner, Northpoint Austin, Headwaters Capital Partners is submitting this application as intent to rezone and create a Minor PUD the following property, R599180 (13.781 acres). The intent of this application and its supporting documents is to create a Minor PUD with the base zoning designation of LC-2-C (Local Commercial).

The property in question is located along E Crystal Falls Pkwy, in between 183 A and Ronald Reagan Blvd. The nature of the existing property is primarily undeveloped with several existing trees. The site is currently zoned Local Office (LO-3-B). The site is bordered by properties zoned local commercial on the west and east boundaries, Crystal Springs PUD on the southern boundary, and Cold Springs neighborhood on the south-eastern boundary.

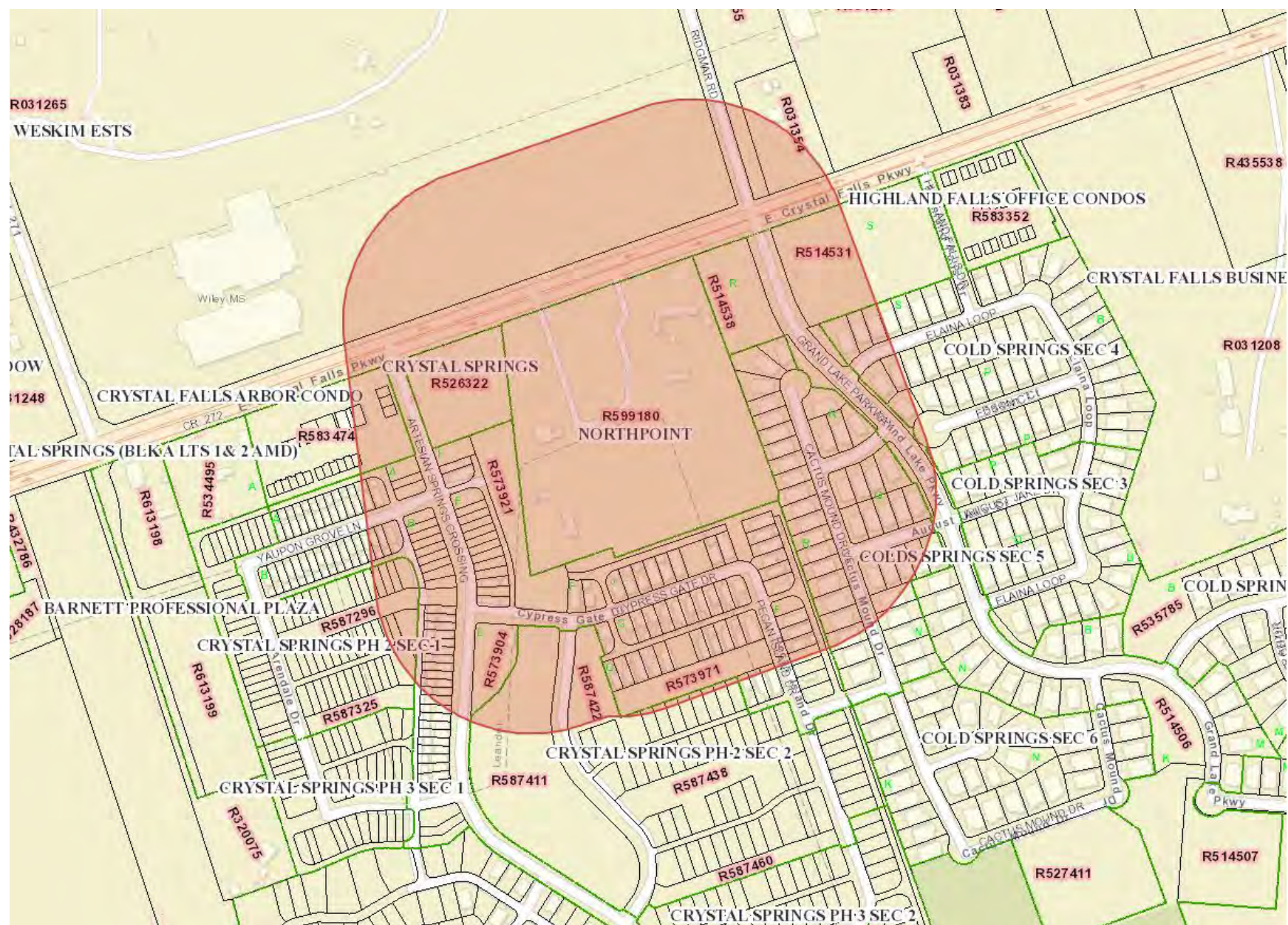
The Minor PUD proposal with a base zoning designation of LC-2-C would allow for this tract of land to have the same base zoning of the adjacent commercial tracts.

The proposed Minor PUD is also requesting for a waiver to add additional uses from Heavy Commercial zoning. The requested uses are Light Manufacturing, and Warehouse & Distribution. These additional uses will be limited to 55,000 SF building space within the project. Similar properties that have these requested uses are Crystal Falls Commerce Center LLC and Crystal Falls Business Park LLC, both zoned Heavy Commercial. These sites are approximately 600 feet and .3 miles away from the property.

If you have any questions or need any additional information, please reach out to me at your convenience.

Sincerely,
Rachel Shanks

Headwater Capital Partners
P.O. Box 1399
Georgetown, TX 78627
O: 512.763.4444
HW-Companies.com



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.

We mailed out notices to the HOAs and property owners that had different mailing address to the site addresses on July 18, 2022. We went door to door on October 21st for property owners that lived near the development. Jarrett Dooley, VP at Headwater, handled any emailed correspondence. Rachel Shanks, with Headwater, handled door to door questions.

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.

Every property owner and HOA within 500 ft was notified. Please see attached.

3. What concerns were raised during these communications?

No concerns were raised. Everyone seemed curious and supportive of the development.

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

There were no concerns.

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

Signature: Rachel Shanks Date 10/24/2022



July 18, 2022

Headwaters Capital Partners & Northpoint Church

P.O. Box 1399

Georgetown, TX 78627

RE: Notice of an application for a zoning change

Dear Property Owner,

We are in the process of submitting to the City of Leander a Minor PUD application for the property located at 10880 E Crystal Falls Pkwy, Leander, Texas 78641 in order to change the Local Office to a base zoning of Local Commercial.

For information about this zoning category, please visit:

<https://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>

If you have any questions regarding the enclosed items or need any additional information, please reach out at your convenience.

Sincerely,

Jarrett Dooley

Jarrett@HW-Companies.com

512-557-0420

Headwater Capital Partners

P.O. Box 1399

Georgetown, TX 78627

O: 512.763.4444

HW-Companies.com

Exhibit A:



R573918	MULLAPUDI, KALPANA & RAM M KANDIMALLA	1748 ARTESIAN SPRINGS XING
R573885	TARTE, MADHURI & VENKATA SANTHOSH KIRAN DINAVAH	1805 ARTESIAN SPRINGS XING
R520268	PENG, YUNXI	2101 EDSON CT
R526322	LEANDER SCHOOL PROPERTY LLC	10836 E CRYSTAL FALLS PKWY
R031354	SIMPSON, KENNETH L	10907 E CRYSTAL FALLS PKWY
R573913	ROESE, STEPHEN ROBERT & JACQUELINE ANNE	1728 ARTESIAN SPRINGS XING
R587281	GARDUNO, EDGAR CANIZALES	1868 ARENDALE DR
R587416	PATIL, NARENDRA K & SANDHYA N & MIHIR N	2129 PECAN ISLAND DR
R573873	1729 ARTESIAN LLC	1729 ARTESIAN SPRINGS XING
R573912	CHEN, TSUNG-CHE & I-CHUN	1724 ARTESIAN SPRINGS XING
R573952	CHEN, FENG & DAN WANG	1912 CYPRESS GATE DR
R524084	CHEN, TAIPING & CUIJU QIAN	2001 SUZANNE KELLI DR
R573910	WEN, TSANG-BIN & YI-JING TSAI	1716 ARTESIAN SPRINGS XING
R573924	YEUNG KWOK & MONICA TRUSTEES OF THE YEUNG FAMILY REVOCABLE LIVING TRUST	1853 CYPRESS GATE DR
R573955	SHAH, AVNI & SARIN	1924 CYPRESS GATE DR
R583476	MINER FAMILY HOLDINGS LLC SERIES 1	CRYSTAL FALLS PKWY #301
R573936	MITCHELL, BRANDT VILLAR & ELIZABETH ANNE	1808 PECAN ISLAND DR
R573939	LUTZ, JEAN-PIERRE & SARA	1820 PECAN ISLAND DR
R573880	SCHNEIDER, HANS R & VALENTYNA	1765 ARTESIAN SPRINGS XING
R573908	NEEL K KAMIDI & CHANDRIKA KASI TR OF THE NEEL K KAMIDI & CHANDRIKA KASI TRUST	1708 ARTESIAN SPRINGS XING
R573884	SUBRAMANIAN, NADHIYA	1801 ARTESIAN SPRINGS XING
R573940	TU, QIANG	1824 PECAN ISLAND DR
R524091	NGUYEN, NHATANH LUONG & STEVEN TRAN	1717 CACTUS MOUND DR
R573928	GCG INVESTMENTS LLC	1917 CYPRESS GATE DR
R573932	NAGAREDA, BRADLEY ERIC & CHRISTINA	1937 CYPRESS GATE DR
R587284	RUPPERT, JESSICA LYNN	1856 ARENDALE DR
R587309	KOLLURU, SUDHEER KUMAR	2053 ARENDALE DR
R587312	KIM, JU K & ENJUNG	2056 ARENDALE DR
R573837	MORAN, GUILLERMO ALEJANDRO & KARLA YOLANDA PEREZ ZUBIETA	1661 ARTESIAN SPRINGS XING
R573868	SANTOMARCO, GINA RENEE	1709 ARTESIAN SPRINGS XING
R573869	MORACCO, DANIELLA NICOLE	1713 ARTESIAN SPRINGS XING
R573911	JACKSON, LAUREN RAE	1720 ARTESIAN SPRINGS XING
R573872	SADLER, DANIEL MARK	1725 ARTESIAN SPRINGS XING
R573914	BRITTON, BRENDA	1732 ARTESIAN SPRINGS XING

R573875 HAYO, AMANDA JANE
R573916 SUCHON, SARAH RENEE
R573876 GUTIERRE, OWEN GARY & SARAH
R573878 PFEIFFER, EMILY J & CHRISTIAN VELOZ
R573879 YOURIEVA, SESSIL BENKOVA
R573881 SCOTT, MICHELLE LYN
R573882 GRANDA, LUIS DANIEL
R573887 SEAY, KEITH M & MARY B
R573888 ST JAMES, CARLOS
R573890 FERRING, RUSSELL SHEA & MONICA DIANE OROZCO
R573963 WHITE, SASHA LASHAYLA & JUSTIN MARQUE
R524069 JIMENEZ, JUAN JR & CARMEN I
R524082 BUSIGIN, ILLYA & ROUDELIN REGISTRE-BUSIGIN
R524070 PAILA, SREEPATHI & NEELIMA GUNITI
R524081 ATAL, VIJAY
R524071 CASTELLANOS, CHRISTOPHER LUIS & MARYELISE COLINE
R524080 SINGH, KAMALDEEP & JASPREET KAUR
R524079 KIM, PAUL J & CHRISTINE S
R524073 ENSOR, JACQUELINE
R524078 TUTTLE, PATRICIA & MORGAN A
R524087 COLON, MARIA EUGENIA & LUIS GUILLERMO GARCIA RIVADENEYRA
R524088 DANIEL, GLENN R & MEGHAN M
R524089 MENDELSON, KATHRYN & ROBERT PERKINS
R524090 VALDEZ, STACEY & ALEJANDRO
R524083 ALI, MIRZA TAHIR & SANA KHAN
R524092 ZHANG, LIJIE & HONGWEI TIAN
R524095 MYERS, SHAWN L & CRYSTAL M
R524096 MADDEN, LESLIE E & CHRISTOPHER M
R524097 CHUNG, HE U & JEE HYE JUNG
R524098 ENOCHS, BRETT A & MELISSA M
R524100 NIGHTINGALE, THOMAS & CONSTANCE
R524101 MANICKAM, YUVARAJ
R524102 SPARSCHU, ANGELIQUE & BRIAN G
R524103 SHERRILL, ALAN R & CLAUDIA K

1737 ARTESIAN SPRINGS XING
1740 ARTESIAN SPRINGS XING
1745 ARTESIAN SPRINGS XING
1757 ARTESIAN SPRINGS XING
1761 ARTESIAN SPRINGS XING
1769 ARTESIAN SPRINGS XING
1773 ARTESIAN SPRINGS XING
1813 ARTESIAN SPRINGS XING
1817 ARTESIAN SPRINGS XING
1825 ARTESIAN SPRINGS XING
1909 PECAN ISLAND DR
2000 AUGUST JAKE DR
2001 AUGUST JAKE DR
2004 AUGUST JAKE DR
2005 AUGUST JAKE DR
2008 AUGUST JAKE DR
2009 AUGUST JAKE DR
2013 AUGUST JAKE DR
2016 AUGUST JAKE DR
2017 AUGUST JAKE DR
1701 CACTUS MOUND DR
1705 CACTUS MOUND DR
1709 CACTUS MOUND DR
1713 CACTUS MOUND DR
1716 CACTUS MOUND DR
1721 CACTUS MOUND DR
1733 CACTUS MOUND DR
1737 CACTUS MOUND DR
1741 CACTUS MOUND DR
1745 CACTUS MOUND DR
1753 CACTUS MOUND DR
1801 CACTUS MOUND DR
1805 CACTUS MOUND DR
1809 CACTUS MOUND DR

R524068	WYCOFF, JEAN K & GARRET	1812 CACTUS MOUND DR
R524104	GRANDE, EDMUNDO A JR & CAROLINA	1813 CACTUS MOUND DR
R524067	STOCKTON, JONATHAN D & SHANNON L	1816 CACTUS MOUND DR
R524105	KASER, LYDIA & KEITH S	1817 CACTUS MOUND DR
R573923	ROCHE, EMILIA MARGARITA	1849 CYPRESS GATE DR
R573949	BEAN, IAN	1852 CYPRESS GATE DR
R573950	PAXTON, CHARLES STACEY & TERI & EMMA NICOLE	1904 CYPRESS GATE DR
R587310	LIU, ZHENHUA	2057 ARENDALE DR
R573839	ARELLANO, JOSE FRANCISCO A & TANIA MARIA J MENDOZA	1769 YAUPON GROVE LN
R573951	RIESTER, MECHILLE VAUGHAN	1908 CYPRESS GATE DR
R573927	SULLIVAN, LAURA	1913 CYPRESS GATE DR
R573954	BEAN, IAN	1920 CYPRESS GATE DR
R573871	KYRA HOLDINGS LLC	1721 ARTESIAN SPRINGS XING
R573929	XU, DUOHUI	1921 CYPRESS GATE DR
R573930	EQUITY TRUST COMPANY FBO JEFF WARNING IRA & FBO KANDI S WARNING IRA	1925 CYPRESS GATE DR
R573958	BROOKS, MICHAEL & JENNIFER	1936 CYPRESS GATE DR
R573959	RUSSO, MATTHEW & BETH WARNING	1940 CYPRESS GATE DR
R520269	JANG, HYUNGSHIK & SUNJA KO	2104 EDSON CT
R520286	Current Owner	1704 ELAINA LOOP
R520248	CHANGSU CHOE & MINJUNG CHOE & KIL H CHOE	1705 ELAINA LOOP
R520285	SCHNUR, GARY D & LINDA J	1708 ELAINA LOOP
R520249	DOSSEY, TOMMY LEE (TOD) & BARBARA GAIL (TOD)	1709 ELAINA LOOP
R520284	MANI, SHRUTHI ARAVIND & YASHWANT DIVAKAR	1712 ELAINA LOOP
R514514	LAN, MARY & YU	2108 GRAND LAKE PKWY
R573935	HORN, ROBIN VAN	1804 PECAN ISLAND DR
R573937	MCNEEL, JOHN WORTH	1812 PECAN ISLAND DR
R573938	STEELE, CAITLIN GROOMS & GRAHAM WILLIAM	1816 PECAN ISLAND DR
R573960	RODRIGUES, THARSIO TEIXEIRA & MELISSA	1903 PECAN ISLAND DR
R587285	BOLENBAUGH, TY	1852 ARENDALE DR
R573969	DORSEY, CRAIG ALLEN & AMANDA WILSON	1923 PECAN ISLAND DR
R573970	NAUMOV, ALEKSEI ANATOLYEVICH & ANNA	1925 PECAN ISLAND DR
R573943	BRAU, TAMISON (TOD)	2012 PECAN ISLAND DR
R573944	JOSE MONTEZ & MELISSA NYGREN-MONTEZ, KIP & MARILYN NYGREN OF NYGREN FAMILY	2016 PECAN ISLAND DR
R573973	JEMISON, ANNE M	2105 PECAN ISLAND DR

R573972	ROMERO, JOSE L TORRES	2107 PECAN ISLAND DR
R587418	MIERA, MONICA MARIE	2121 PECAN ISLAND DR
R573909	SINGH, PRABJOT & JASPREET ARORA	1712 ARTESIAN SPRINGS XING
R587415	ARETY, VENU VINOD	2133 PECAN ISLAND DR
R587414	EDWA, BONNIE L	2137 PECAN ISLAND DR
R524074	ZHU, ANDY D & LIAN SHAN	2000 SUZANNE KELLI DR
R524075	DANIELS, GARY D (TOD) & JUDY	2004 SUZANNE KELLI DR
R573920	TREJO, LUIS A	1756 ARTESIAN SPRINGS XING
R524085	HALAMA, CHRISTOPHER J & MARIA GABRIELA	2005 SUZANNE KELLI DR
R524086	DYER, JIMMY & KATHRYN	2009 SUZANNE KELLI DR
R524077	MURTAZA, SYED ARSHAD & ATIYA FATIMA	2012 SUZANNE KELLI DR
R573864	GALVAN, LUIS ORLANDO	1764 YAUPON GROVE LN
R573865	SUENRAM, SASHA & JOHN GILLARD & SUSAN GILLARD	1768 YAUPON GROVE LN
R573838	GROSS, SUZANNE ELIZABETH	1773 YAUPON GROVE LN
R573867	RAGHURAMAN, KEERTHANA	1776 YAUPON GROVE LN
R573945	TRIANGLE CAPITAL INVESTMENT LLC	2020 PECAN ISLAND DR
R573919	PAREKH, EKTA K & KAUSHAL M	1752 ARTESIAN SPRINGS XING
R587417	VITHALANI, HIREN R	2125 PECAN ISLAND DR
R573953	HARPER, MATTHEW KYLE & MARIA ARAYA GONZALEZ	1916 CYPRESS GATE DR
R573956	ZHOU, ZHENZHEN	1928 CYPRESS GATE DR
R573866	DRIVER, WILLIAM & STACEY	1772 YAUPON GROVE LN
R573964	SANKOLLI-AKERAR REVOCABLE LIVING TRUST	1911 PECAN ISLAND DR
R524076	HOCK, JOHN & SOYEAN C	2008 SUZANNE KELLI DR
R524094	AHUJA, VIVEK	1729 CACTUS MOUND DR
R587283	FANG YANG AND ZHANG SHUHUI TRUSTEES OF THE FANG AND ZHANG FAMILY TRUST	1860 ARENDALE DR
R573906	CHEUNG, JOJO YATFU & PAULA	1656 ARTESIAN SPRINGS XING
R573933	KARMA PROPERTIES LLC	1941 CYPRESS GATE DR
R524093	NASIR PROPERTIES LLC	1725 CACTUS MOUND DR
R583485	THOMASVILLE NATIONAL BANK CB KEITH STEWART CUSTODY IRA	CRYSTAL FALLS PKWY #501
R587420	NIMMAKAYALA, VENKATESWARA PRASAD	2113 PECAN ISLAND DR
R514531	VSPRINGS PROPERTIES LLC	E CRYSTAL FALLS PKWY
R573966	RATHI, NITIN	1917 PECAN ISLAND DR
R573957	BANDAPALLI, KIRAN K & KASI P ANNABATHULA	1932 CYPRESS GATE DR
R612990	SRIDAH PROPERTIES LLC	CRYSTAL FALLS PKWY

R573836 LIN, LEO & HSIN CHIA WANG
R587421 JONNALAGADDA, SUMANTH
R573886 JHAVERI, ANKIT & ROBIN
R573917 BELLA VITA MANAGEMENT LLC-1744 ARTESIAN SERIES
R587419 GUTTIKONDA JAGADISH KUMAR & MOHINI SANTOSHVANI KAVATHAVARAPU
R573941 JITTA, NEELIMA NAIDU
R583474 CWS 272 LTD
R573942 MEARS, TRENT & CYNTHIA
R573974 MANDALA, NITHYA & KRISHNA
R573870 KANDIMALLA, RAM M & KALPANA MULLAPUDI
R573883 PROPERTIZ MANAGER LLC
R573926 CHENG, YUFAN
R573905 CENTURY LAND HOLDINGS dba CENTURY LH II LLC
R573925 CHOI, JONATHAN & JEONG Y
R573907 WGR GROUP LLC
R587311 LEE, HSIANG YUN & MICHAEL CHEN
R524072 RUSLI, VIVI SUHARTI & DEWI RUSLI CHANTANA
R573874 BIAN, YANHUI & BAOLIN LI
R587282 1864 ARENDALE LLC
R520287 LUEN, YUEN SANG & LAI KUEN LUEN WONG
R573962 YENSHAU, JESSICA MUCHANG & JENG-JYE SHAU
R573961 LAMA REALTY LLC
R573968 BANDARU VIJAYA & SUDHA GHANTASALA
R573967 PERUMALIL, SMITHA & HARDIK PATHAK
R514528 COLD SPRINGS HOMEOWNERS ASSOCIATION INC
R524099 LANDEROS ALFONSO LOPEZ SALGADO & FLORENCIA CARRILLO ZERMENO
R031265 LEANDER ISD TRUSTEE
R514538 MATTHEW P CARLTON & MYLINDA M CARLTON DALRYMPLE

1657 ARTESIAN SPRINGS XING
2109 PECAN ISLAND DR
1809 ARTESIAN SPRINGS XING
1744 ARTESIAN SPRINGS XING
2117 PECAN ISLAND DR
2004 PECAN ISLAND DR
CRYSTAL FALLS PKWY
2008 PECAN ISLAND DR
2103 PECAN ISLAND DR
1717 ARTESIAN SPRINGS XING
1777 ARTESIAN SPRINGS XING
1909 CYPRESS GATE DR
1652 ARTESIAN SPRINGS XING
1905 CYPRESS GATE DR
1660 ARTESIAN SPRINGS XING
2061 ARENDALE DR
2012 AUGUST JAKE DR
1733 ARTESIAN SPRINGS XING
1864 ARENDALE DR
1700 ELAINA LOOP
1907 PECAN ISLAND DR
1905 PECAN ISLAND DR
1921 PECAN ISLAND DR
1919 PECAN ISLAND DR
GRAND LAKE PKWY
1749 CACTUS MOUND DR
1222 RAIDER WAY
E CRYSTAL FALLS PKWY

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 NORTHPOINT 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 13.871 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification number R599180; more particularly described in Instrument Number 2018104272 and 2018104291 recorded in the Official Public Records of Williamson County, Texas.

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

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

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

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

PASSED AND APPROVED on First Reading this the 1st day of December, 2022.

FINALLY PASSED AND APPROVED on this the 15th day of December, 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

November 10, 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 present except Commissioner Moss.
3. Swearing of Planning and Zoning Commissioners Ron May and Donnie Mahan.
Mayor Christine DeLisle swore in Commissioner May and Commissioner Mahan.
4. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the November 3, 2022 meeting.
5. Review of meeting protocol.
6. Citizen Comments:
No one wished to speak.

CONSENT AGENDA: ACTION

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

8. Approval of Subdivision Case 20-FP-017 regarding Palmera Bluff Section 4 Final Plat on three parcels of land approximately 35.76 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcels R032201, R032200 and R032109; generally located northwest of the terminus of Logan Del Way and Tarvin Elementary School in Palmera Bluff Phase 11 , Leander, Williamson County, Texas.
9. Approval of Subdivision Case 20-FP-027 regarding Palmera Bluff Section 2 Final Plat on one parcel of land approximately 28.89 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R032201; generally located northeast of the intersection of Isaias Drive and Clarissa Lynn Way, and northeast of Tarvin Elementary School in Palmera Bluff Phase 11 , Leander, Williamson County, Texas.
10. Approval of Subdivision Case FP-22-0005 regarding Urbana at Hero Way Final Plat on nine parcels of land approximately 18.12 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcels R432891, R366161, R032167, R432893, R635406, R432892, R575954, R336502 and R635407; generally located at 13303 Hero Way, Leander, Williamson County, Texas.
11. Approval of Subdivision Case FP-22-0010 regarding Horizon Lake Phase 3 Section 3 Final Plat on one parcel of land approximately 12.870 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031236; generally located west of Horizon Park Blvd. and Leeward Pass, Leander, Williamson County, Texas.
12. Approval of Minutes.
Commissioner Carpenter motioned to approve Consent Agenda items 7-12, seconded by Commissioner May.
6-0 pass

PUBLIC HEARING: ACTION

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-22-0019 to amend the current zoning of SFU/MH-2-B (Single-Family Urban/Manufactured House) to adopt the Horseshoe PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouse) on one parcel of land approximately 2.9 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R036462; and more commonly known as 500 Horseshoe Drive, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Zoning Case Z-22-0019 as described above.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Laura Lantrip to approve the zoning case.

AYE: Chair John Cosgrove, Commissioner Laura Lantrip, Commissioner Ron May, Vice Chair Donnie Mahan

NAY: Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr.

4 - 2 Passed

14. Conduct a Public Hearing and consider action regarding Zoning Case Z-22-0026 to amend the current zoning of LO-3-B (Local Office) to adopt the Northpoint PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) on one parcel of land approximately 13.871 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R599180; and more commonly known as 10880 W Crystal Falls Pkwy, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-22-0026 as described above.

Approved to be presented on next P & Z meeting (11/22/22). 6-0

Motion: Ron May

Second motion: Richard Carpenter

Motion made by Commissioner Ron May, seconded by Commissioner Rick Carpenter to reschedule the P&Z meeting to 11/22/2022 to allow for updates to the PUD.

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

6 - 0 Passed

15. Conduct a Public Hearing and consider action regarding Zoning Case Z-22-0035 to amend the current zoning of LC-2-B (Local Commercial), TF-2-B (Two-Family), SFU-2-B (Single-Family Urban), and Interim SFR-1-B (Single-Family Rural) to GC-3-A (General Commercial) and LC-2-A (Local Commercial) on four parcels of land approximately 14.79 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R491364, R511667, R501146, and R579460; and generally located to the northeast of the intersection of Bagdad Road and W San Gabriel Pkwy, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-22-0035 as described above.

Motion made by Commissioner Laura Lantrip, seconded by Vice Chair Donnie Mahan to approve the zoning case.

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

6 - 0 Passed

REGULAR AGENDA

16. Adjournment at 7:37 pm.

APPROVED:

CHAIRMAN COSGROVE

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Approval of the Second Reading of an ordinance regarding Zoning Case Z-22-0019 to amend the current zoning of SFU/MH-2-B (Single-Family Urban/Manufactured House) to adopt the Horseshoe PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouse) and approval of Development Agreement Case 22-DA-018 on one (1) parcel of land approximately 2.9 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R036462; and more commonly known as 500 Horseshoe Drive, Leander, Williamson County, Texas.

BACKGROUND:

This request is the second step in the zoning process. Staff recommends approval of the requested PUD. This request is an extension of the existing development to the west. The Planning & Zoning Commission recommended approval of the request during the November 10, 2022 meeting with a 4-2 vote (Commissioners Hampton and Carpenter opposing).

HISTORY/TIMELINE:

11/10/2022 - Planning & Zoning Commission, 1st Public Hearing
12/01/2022 - City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Cascade Homes LLC (Brian Crittendon) on behalf of Mickey and Laurie Woods

PRESENTER:

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

Attachments

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



PLANNING ANALYSIS

ZONING CASE Z-22-0019 HORSESHOE PUD ADDITION

GENERAL INFORMATION

Owner/Agent: Cascade Homes LLC (Brian Crittendon) on behalf of Mickey and Laurie Woods.

Current Zoning: SFU/MH-2-B (Single-Family Urban, Manufactured Home)

Proposed Zoning: Horseshoe PUD (Planned Unit Development) with the base zoning district of: SFT-2-A (Single-FamilyTownhouse).

Size and Location: The property is located at 500 Horseshoe Drive, including approximately 2.9 acres.

Staff Contact: Michael Chenausky AICP,
Senior Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to develop a Townhouse subdivision as a continuation of the adjacent development to the west.

STAFF CONCLUSIONS

Y N

- ☒ ☐ Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page 3*
- ☒ ☐ Does the proposal comply with the goal statements of the Comprehensive Plan? *see page 4*
- ☐ ☒ Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

The property to the west is zoned for condo style residential development with a maximum of 50 units. This addition includes 23 units that will be part of the same development. A resolution was adopted by the City Council to discourage additional density for new zoning cases. Staff feels that it is appropriate to approve this case based on it being an extension of the Horseshoe subdivision and given the nature of adjacent developments in the area.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	MF-2-A	Apartments – under construction

EAST	SFU, SFU/MH	Established Single-Family House
SOUTH	SFU	Established Single-Family Subdivision (Woods at Mason Creek) Mason Creek Trail and Trailhead
WEST	Horseshoe PUD	Proposed Condo Regime Townhouses

SURROUNDING AREA:

This property is located on the south bend of Horseshoe Drive, on the west side of S. West Drive. Many of the adjacent properties have had zoning changes to provide various forms of residential infill development (figure 1 and 2). The adjacent property to the west is the Horseshoe PUD subdivision project which with a site development permit application that is currently under review.

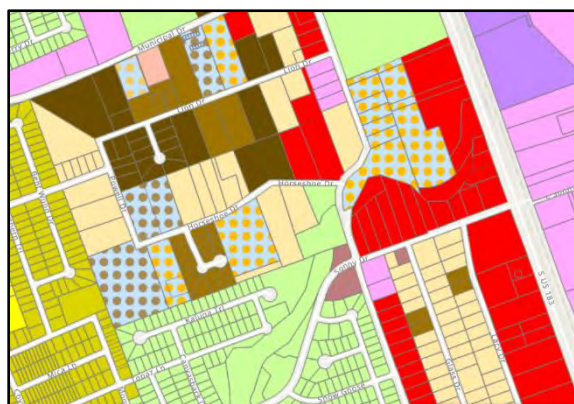


Figure 1 Surrounding Zoning

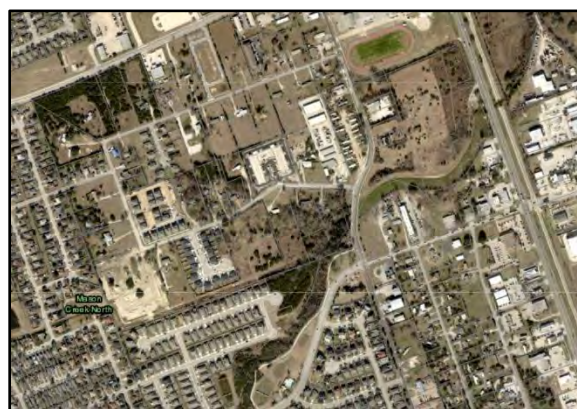


Figure 2 Surrounding Land Use

PHYSICAL AND NATURAL FEATURES:

This property has minimal tree cover and the floodplain overlaps the southern boundary.

PROPERTY HISTORY:

This property is part of the original incorporation of the City of Leander on 01/20/1978.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- No prior zoning cases.

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- This property is part of the Leander Heights Sec. 2 Subdivision

EXISTING UTILITIES:

This property has access to utilities, however upgrades to the existing waterline may be required.

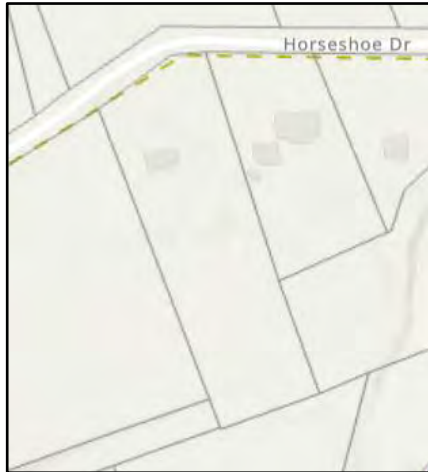


Figure 4 Waterline



Figure 3 Wastewater line

CURRENT LAND USES:

This property is currently vacant.

PROPOSED ZONING DISTRICT:

PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for a higher density condo regime style development. The contents of this PUD further explain and illustrate the overall appearance and function desired for this community. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

USE COMPONENT

SFT – SINGLE FAMILY TOWNHOUSE:

Features: 2,000 sq. ft. lot min; 700 sq. ft. living area min.

Intent: Development of single-family attached dwellings on very small sized lots and for other uses that are compatible and complimentary to attached residential development. A variety of lot sizes shall be provided within one half mile of major intersections such as arterials or collectors and along residential collectors. The higher density residential shall be located closest to major intersections such as arterials or collectors and transition to lower density uses further away from the major intersections. This component provides for higher density lots and serves as a transition between moderate size lots and higher density areas. This component is generally intended as follows:

- (1) To provide an orderly transition and serve as a buffer between larger lot neighborhoods and more intensive uses such as multi-family or commercial uses or arterial roadways.
- (2) To create more variety in housing opportunities and in the fabric of the neighborhoods.
- (3) To include or be located within six hundred feet of parkland or other recreational open space.
- (4) To be located in planned communities of greater than 100 acres and comprising less than ten percent (10%) of the lots, or to provide infill opportunities in appropriate areas of the City such as in areas under transition.
- (5) Lots may provide access to garages from a rear alley.

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**

- Support emerging, flexible residential types in appropriate areas.

Applicable Future Land Use categories**NEIGHBORHOOD RESIDENTIAL**

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

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

Some neighborhood-serving retail and office uses are permitted in these areas with highly-restrictive use, site and design requirements. These type of uses are residential in scale and architectural design and are walkable in nature, though auto-serving. These uses are not shown on the Future Land Use Map as commercial and are supported when integrated into a development with appropriate site and zoning compatibility considerations.

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 02/07/2022. The following changes were made to the project since the development meeting was held:

- No Changes.

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

- No applicable changes.

NOTIFICATION

10/20/2022 - Public Notice on Hill Country News
 10/26/2022 - Mail Notification to Property Owners within 200'
 10/26/2022 - Public Hearing Signage Posted on Property
 11/10/2022 - Planning and Zoning Commission Public Hearing
 12/01/2022 - City Council Public Hearing & First Reading of the Ordinance
 12/15/2022 - 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. Public notification signs were posted along the Horseshoe Drive ROW (Figures 5 & 6).



Figure 6 Public Notification Sign A



Figure 5 Public Notification Sign B

A neighborhood meeting was held at on 08/02/2022. Please see attachment #9 Neighborhood Outreach for more detail.

- No Issues noted.

The following changes were made to address issues discussed.

- No changes.

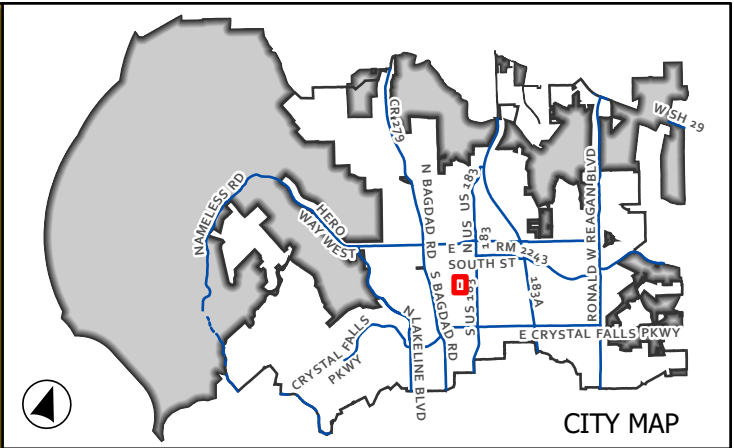
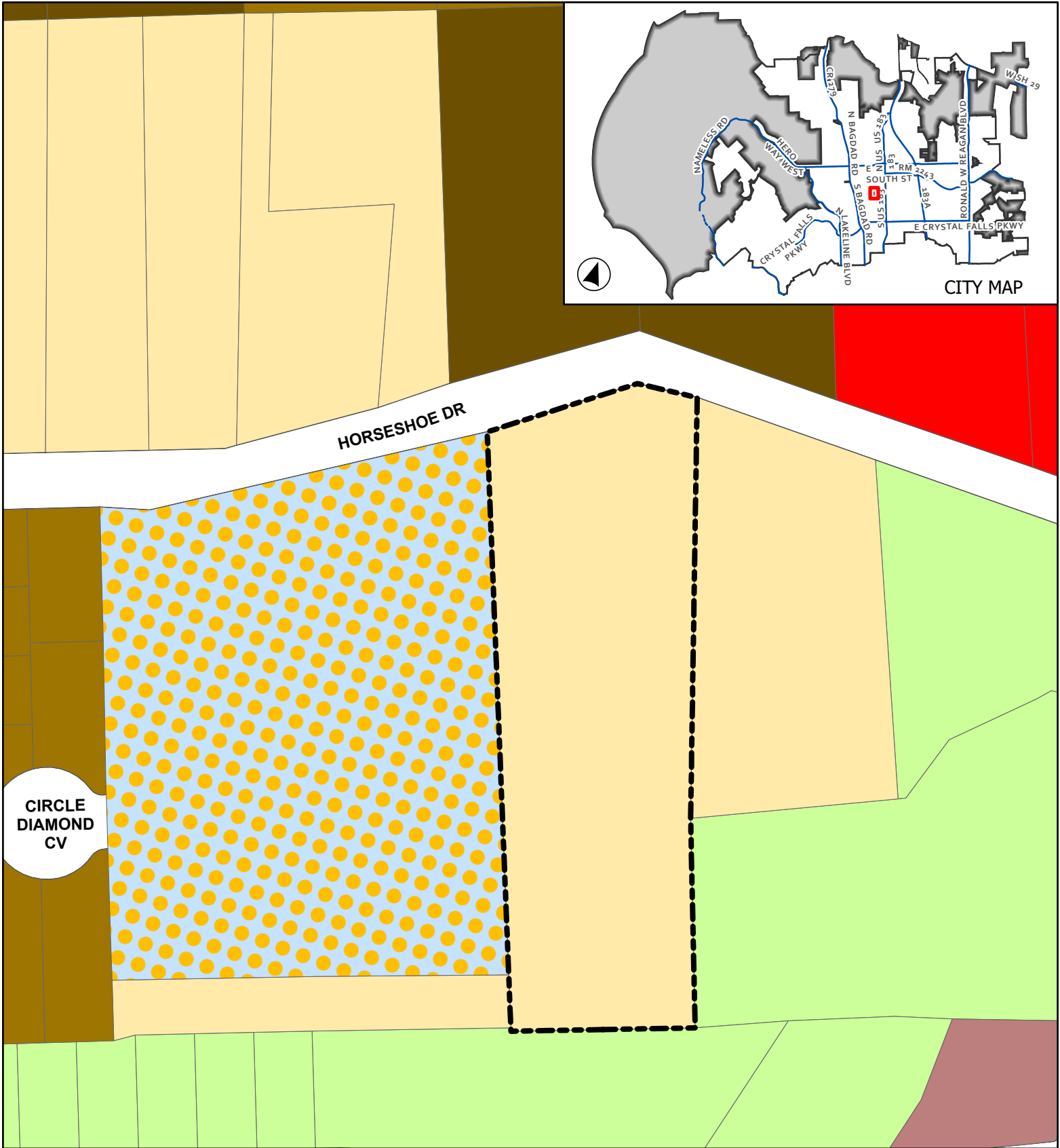
Please see the full report from the applicant attached.

APPROVAL CRITERIA:

This request is compatible with the current zoning and land uses in the area. The adjacent properties have similar development proposals and are under construction residential development.

This Planned Unit Development includes the following higher standards and is requesting the following waivers.

HIGHER STANDARDS	WAIVERS
A minimum of ten (10%) percent of required parking spaces will be unassigned guest parking in common areas.	
Street Trees and Type-A Architectural Component.	Allow multiple units on one lot.



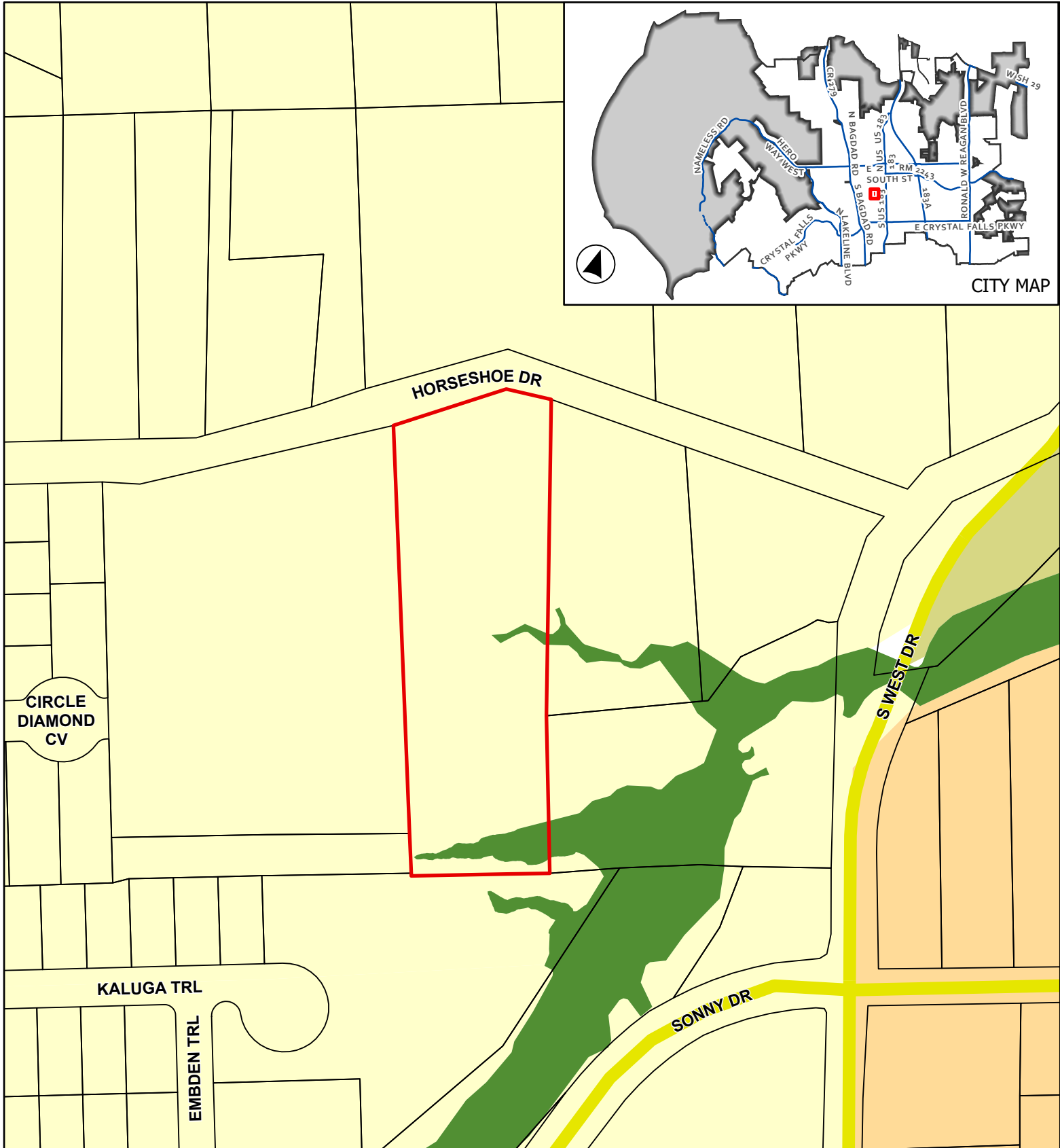
CASE: Z-22-0019 ATTACHMENT 2 HORSESHOE ADDITION PUD

Current Zoning

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

- Leander City Limits
- Proposed ETJ
- Subject Area
- SFU - Single-Family Urban
- SFU/MH - Single-Family Urban/Manufactured Home
- TF - Two Family
- MF - Multi-Family
- LC - Local Commercial
- GC - General Commercial
- PUD - Townhomes

0 50 100
Feet



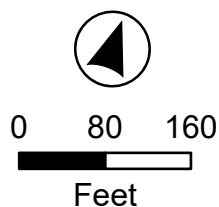
CASE: 22-Z-0019

ATTACHMENT 3

HORSESHOE ADDITION PUD

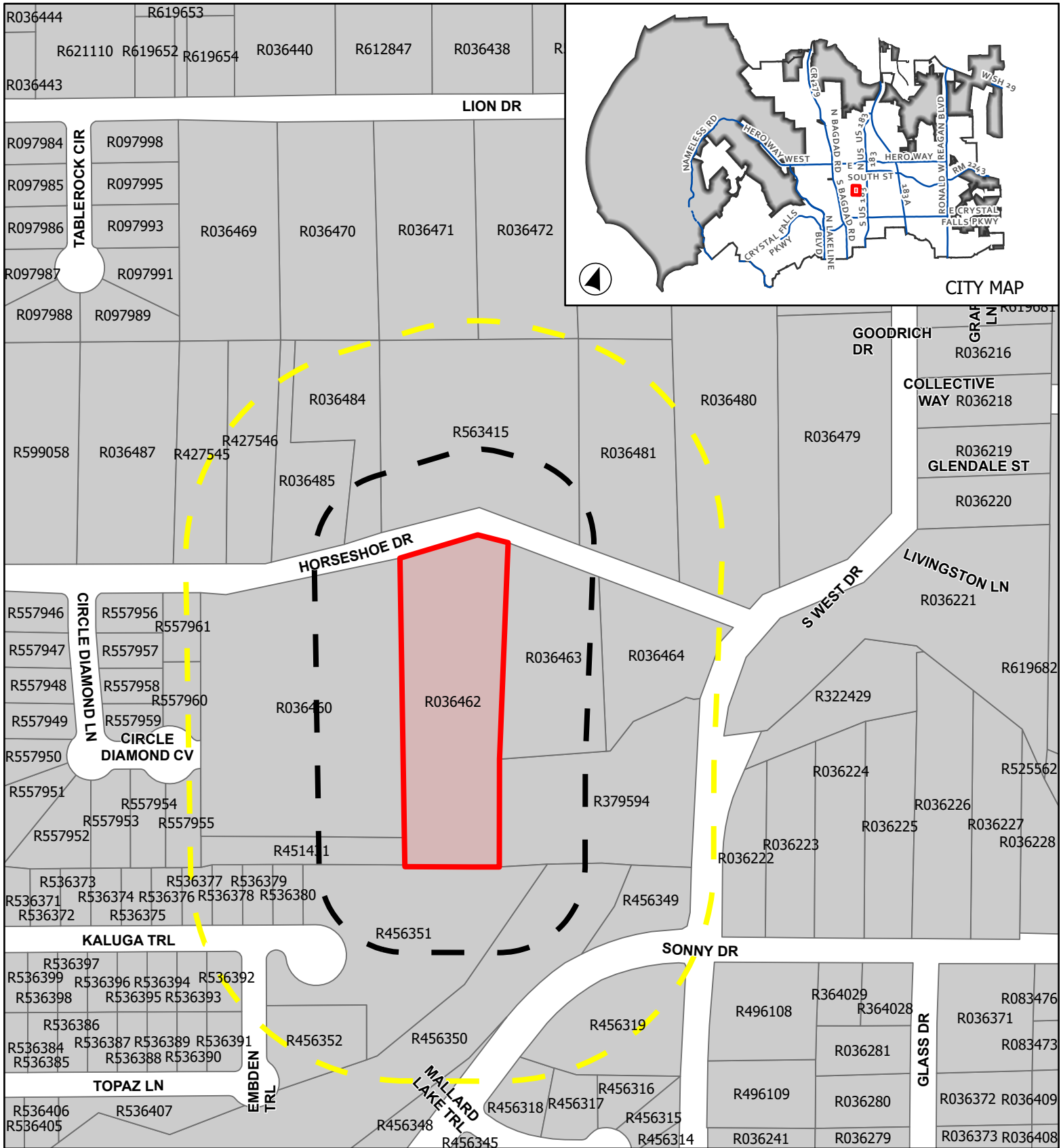
Future Land Use Map

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- Leander City Limits
- Leander ETJ
- Subject Area
- Collector, Existing

- ### Future Land Use
- Neighborhood Residential
 - Transitional Residential
 - Urban Mixed Use
 - Greenway



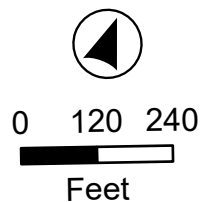
CASE: Z-22-0019

ATTACHMENT 4

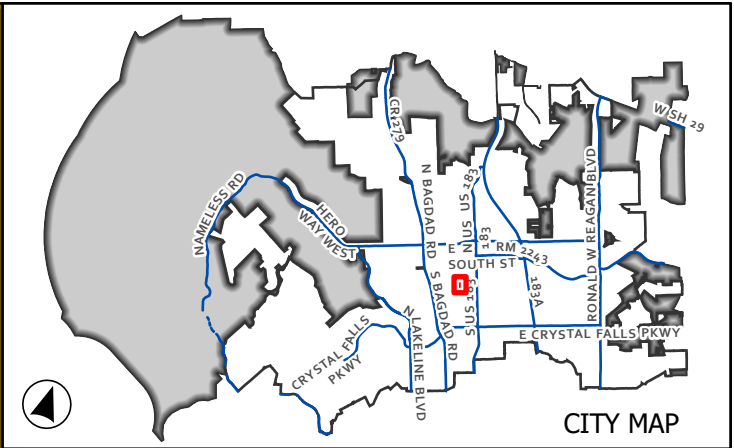
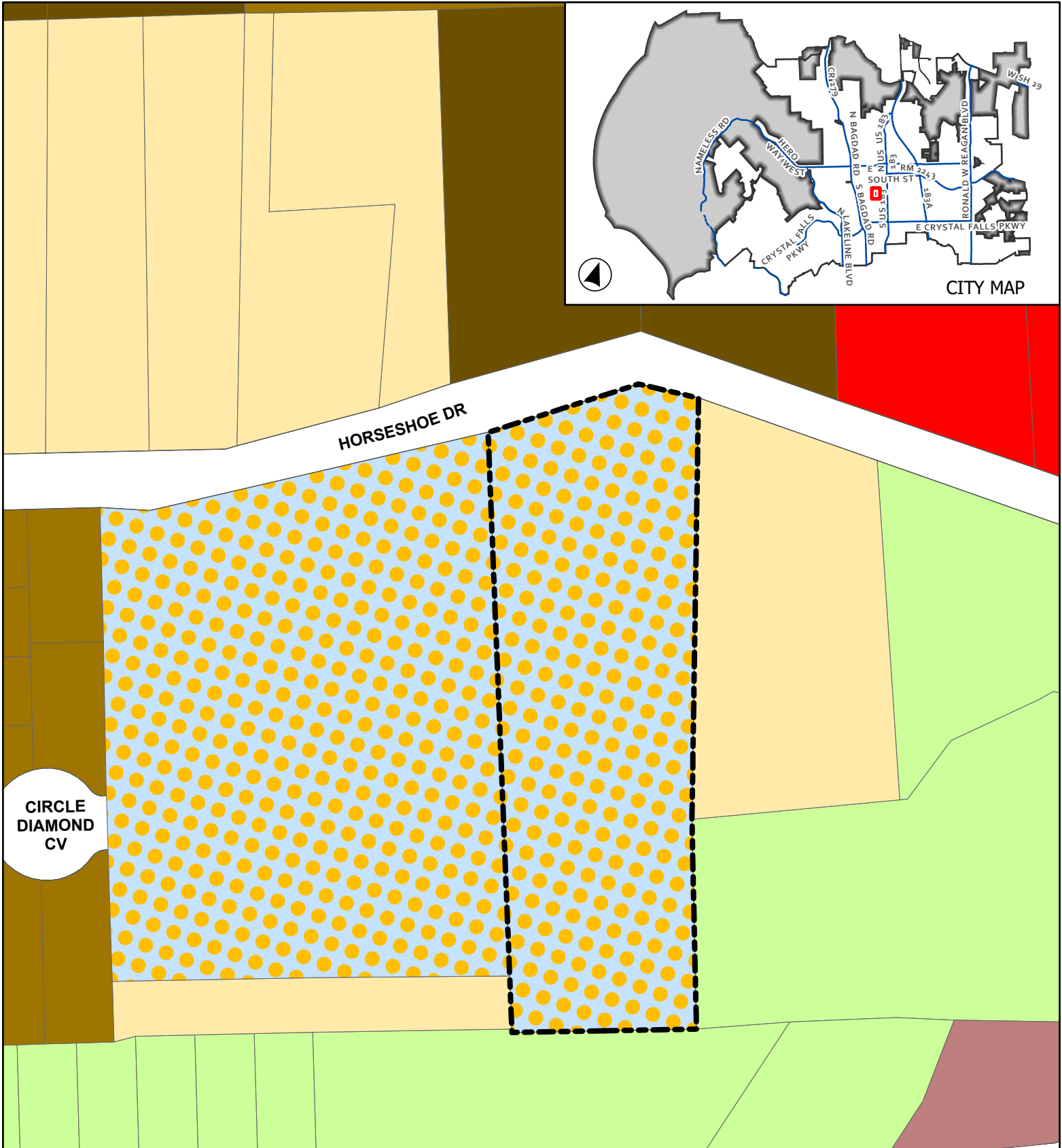
HORSESHOE ADDITION PUD

PUBLIC NOTIFICATION

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.



- 200' Buffer
- 500' Buffer
- Leander City Limits
- ETJ
- Site Location



CASE: Z-22-0019

ATTACHMENT 5

HORSESHOE ADDITION PUD

Proposed Zoning

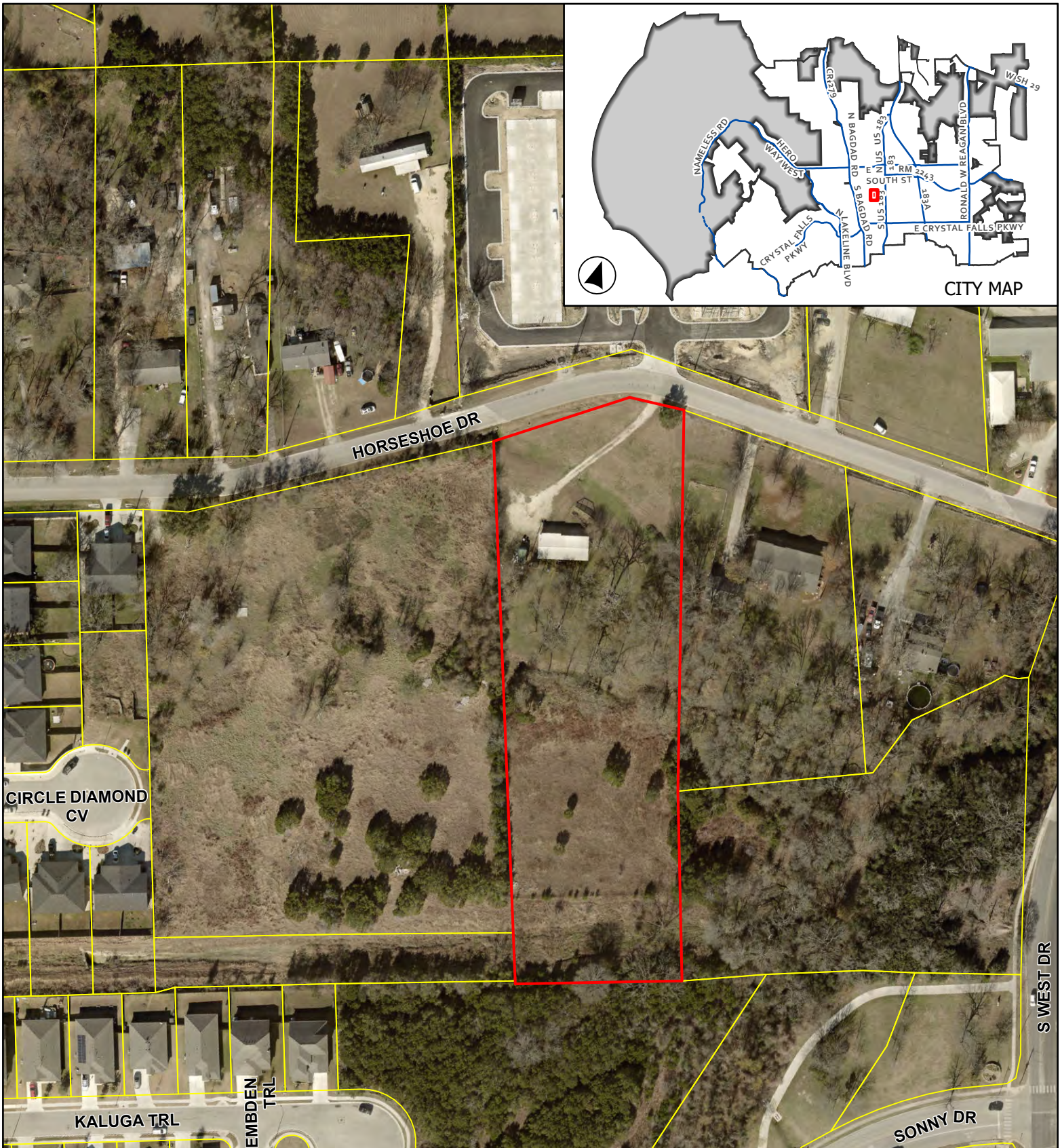
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

- Leander City Limits
- Proposed ETJ
- Subject Area
- SFU - Single-Family Urban
- SFU/MH - Single-Family Urban/Manufactured Home

- TF - Two Family
- MF - Multi-Family
- LC - Local Commercial
- GC - General Commercial
- PUD - Townhomes

0 50 100

Feet



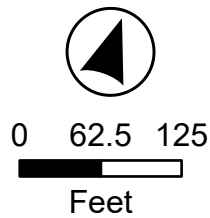
CASE: Z-22-0019

ATTACHMENT 3

HORSESHOE ADDITION PUD

Aerial Map

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- Leander City Limits
- Leander ETJ
- Subject Area

EXHIBIT A

Horseshoe PUD Addition

A. Purpose and Intent

1. The Horseshoe PUD Addition is comprised of 2.9 acres, as shown in **Exhibit B**. The development of this property includes Single-Family Townhouse.

B. Applicability and Base Zoning

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

SFT-2-A (Single-Family Townhouse)

C. Conceptual Site Layout and 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 Use

1. The allowable uses shall include detached residential dwellings, with multiple units permitted on a single lot.
2. The maximum unit count shall be 23 units.
3. The unit size shall be a minimum of 900 square feet per attached unit. Patios (covered or uncovered) and decks are not included in this dimension.
4. A maximum of eight attached units shall be permitted per building.

E. Development Standards

1. The following setbacks shall apply.

	Building Setbacks	Paving Setbacks
Front-Loaded		
Unit Width (minimum unit width)	20 ft.	-
Front Setback (from public streets)	20 ft.	20 ft.
Front Setback (from private streets)	15 ft.	15 ft.
Perimeter Setback (minimum)	20 ft.	5 ft.
Building Separation (minimum)	10 ft.*	-

** 10 feet on both sides of a building with attached units.*

F. Private Drives

1. The proposed homes will front a private drive as shown on Exhibit C, and will not have rear alley access. The private drive cross section is provided as Exhibit D.
2. Refer to the 'Typical Drive Sections' detail in Exhibit D for the detailed cross section of the private drive.
3. Private drives shall conform to minimum width and turning radius requirements to allow for fire access.
4. Access to the site may be gated. Geometric layout of the gated entries will be detailed at the Site Plan phase and will be designed to not affect public R.O.W.

G. Garage and Parking Requirements

1. All garages associated townhomes shall comply with Article VIII Architectural Standards of the Composite Zoning Ordinance unless modified herein.
2. Units will have single or double car garages with private driveway and community parking for a minimum total count of 3 spaces per unit.
3. A minimum of ten (10%) percent of required parking spaces will be unassigned guest parking in common areas. These spaces may be placed across both the adjacent Horseshoe PUD and this property.

H. Lighting

1. Street lighting shall be required at drive intersections with public streets. Street lighting to be optional in the interior of the project.

I. Sidewalks

1. Walkways are provided to the mailbox central to the property and a pedestrian connection (which may be concrete or crushed granite) to Horseshoe Drive.
2. A concrete sidewalk will be placed along Horseshoe Drive.

J. Landscape and Fencing

1. This project shall comply with the applicable Landscape Requirements for single-family districts as listed in Article VI of the Composite Zoning Ordinance. In addition, this project shall comply with the multi-family provisions regarding Tree Preservation and Protection.
2. The intent for this development is to provide an attractively landscaped vista. Each unit will install at minimum one 2-inch caliper tree and four shrubs per residential unit.
3. A minimum six (6) feet tall masonry wall shall be provided along the boundary with Horseshoe Drive.
4. Picket fencing may be perimeter fences along the eastern, western and southern boundaries of the property.
5. Street trees and shrubs shall be planted in the front setbacks adjacent to Horseshoe Drive at a ratio of two – 2 caliper inch trees and four shrubs per 600 square feet.
6. Side setbacks along the west and east side of the property shall include shrubs planted at a ratio of four shrubs per 600 square feet.
7. Turf grass in the landscape strips between sidewalk and street pavement shall be allowed so long as irrigation is installed in a drip system and not reliant on spray heads.
8. Any HOA Landscape Lots or community common space shall be limited to fifty (50%)

percent turf grass coverage. This restriction does not apply to stormwater detention or water quality facility areas.

9. The development will meet all city parkland dedication requirements.

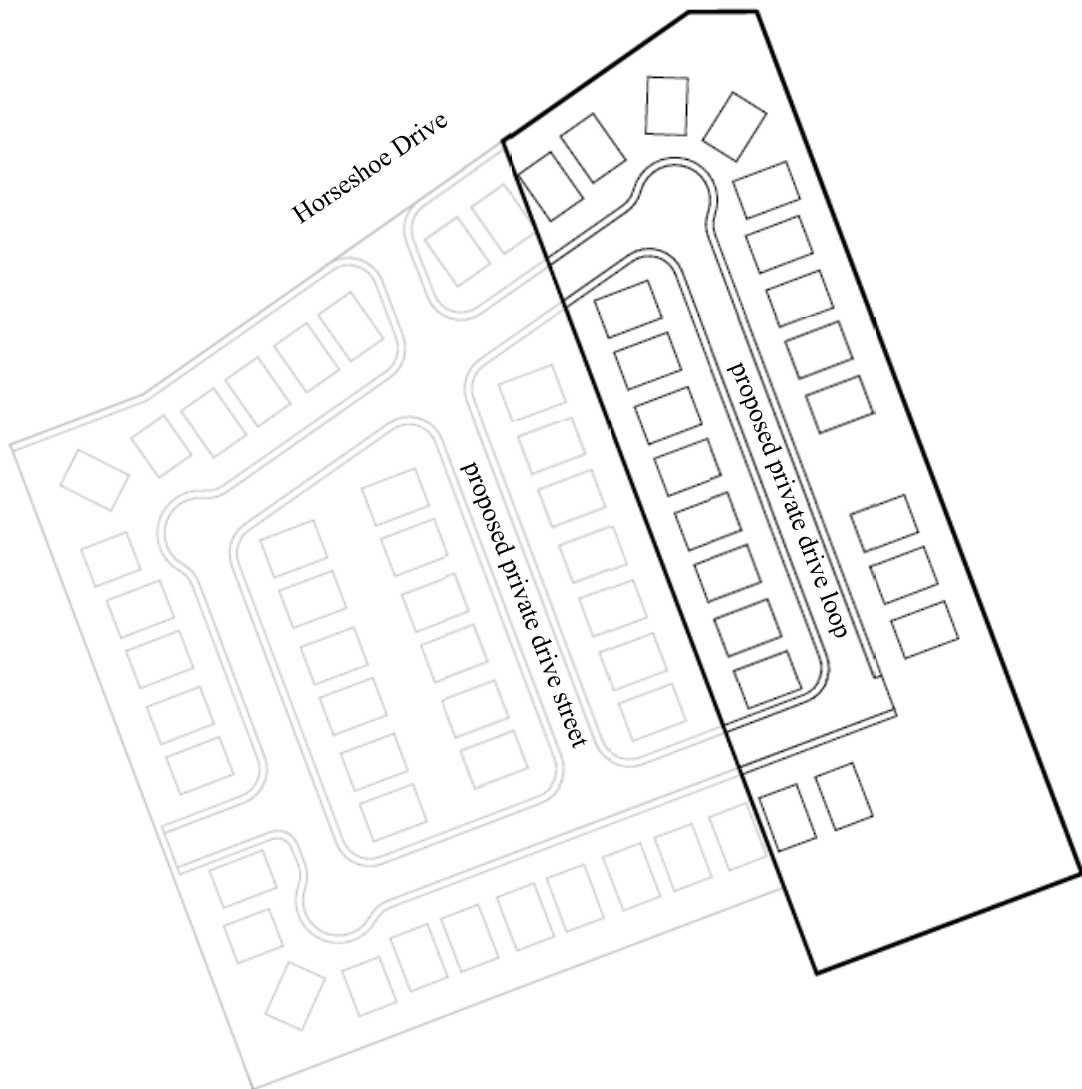
EXHIBIT B

Legal Description

Lot 22, Block A, Leander Heights Section Two, a subdivision in Williamson County, Texas, according to the map or plat as recorded in Cabinet B, Slide 105, of the Plat Records, Williamson County, Texas.

Exhibit C
Concept Plan

This exhibit is conceptual and has not been reviewed for compliance with the Composite Zoning Ordinance or Subdivision Ordinance.





June 27, 2022

City of Leander Planning Department
105 North Brushy Street
PO Box 319
Leander, TX 787646

Re: Horseshoe PUD Addition Resubmittal

Please find attached, an application to create a Planned Unit Development ("PUD") at the property located at 500 Horseshoe Drive.

The property totals 2.9 acres and is currently zoned Single-Family Urban / Manufactured Home.

The applicant is requesting a zoning change to establish the Horseshoe PUD Addition that would allow for development of up to 23 single-family townhomes in condominium regime on one lot, with the same base zoning district, waivers, and higher standards as the existing Horseshoe PUD. In response to Leander city staff comments, this resubmittal reflects a reduced maximum unit count of 23 residential dwellings or approximately 8 units per acre.

The applicant believes the proposed zoning change would facilitate development that is consistent with the adjacent use and provide continuity to with the homes being developed in the surrounding area. Additionally, the applicant is the developer of both Horseshoe PUD and Horseshoe PUD Addition, which should further facilitate the creation of a cohesive and attractive development.

Please feel free to contact us if you have any questions or need additional information. Thank you for your assistance in processing this zoning request.

Sincerely,

A handwritten signature in black ink, appearing to read "BCA", written over a light blue horizontal line.

Brian Crittendon
Cascade Homes, LLC
President

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 surrounding owners were notified two weeks in advance, via a mailed letter, of an information session we hosted on August 2nd at a nearby restaurant. Addresses and materials presented at the information session are 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.

Both property owners and the neighboring HOA were notified. Addresses and names attached.

3. What concerns were raised during these communications?

None

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

None given the lack of concerns.

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

Signature: 

Date 10/26/22

Horseshoe PUD Addition*List of Property Owners Within 500 Feet*

Property Owner	Property Address	Parcel ID Number	Mailing Address
Jimmie Short	605 Horseshoe Dr., Leander, TX 78641	R036487	605 Horseshoe Dr., Leander, TX 78641
Ignacio Bernal	601 Horseshoe Dr., Leander, TX 78641	R427545	1405 Pecan St. Cedar Park, TX 78613
Hector M Vasquez & Maria Del Rosario Romo	509 Horseshoe Dr., Leander, TX 78641	R427546	509 Horseshoe Dr., Leander, TX 78641
Equity Trust Co Custodian fbo John Steczkowski IRA	507 Horseshoe Dr., Leander, TX 78641	R036485	675 Whitewater Dr., Betram, TX 78605
Pete Herrera	505 Horseshoe Dr., Leander, TX 78641	R036484	505 Horseshoe Dr., Leander, TX 78641
Venkatapurna Parathasarathy & Lakshmi Surekha Madhira	506 Lion Dr., Leander, TX 78641	R036470	213 Southern Cross Dr., Austin, TX 78717
Syed Raza Rizvi	500 Lion Dr., Leander, TX 78641	R036471	500 Lion Dr., Leander, TX 78641
HG Developers LLC	414 Lion Dr., Leander, TX 78641	R036472	209 Sky Springs Pass, San Marcos, TX 78666
Barbara A, John E & David L Davis	410 Lion Dr., Leander, TX 78641	R036473	410 Lion Dr., Leander, TX 78641
N E Walker Inc.	401 Horseshoe Dr., Leander, TX 78641	R036480	PO Box 1274 Leander, TX 78646
Platinum 2021 LLC	Sonny Dr., Leander, TX 78641	R036222	13917 Carolina Ln., Austin, TX 78759
Keene Roofing LLC	800 S West Dr., Leander, TX 78641	R496108	1821 Morgans Point Rd., Belton, TX 76513
Woods Commercial Inc.	804 S West Dr., Leander, TX 78641	R496109	23084 Nameless Rd., Leander, TX 78641
Magnolia Homeowners Association	400 Sonny Dr., Leander, TX 78641	R456319	2300 Greenhill Dr. #1010, Round Rock, TX 78664
Horseshoe Apartments LLC	501 Horseshoe Dr., Leander, TX 78641	R563415	12669 S FM 548 Royse City, TX 75189
Ldon Shipman	407 Horseshoe Dr., Leander, TX 78641	R036481	PO Box 906, Cedar Park, TX 78630
Shane Derocher	402 Horseshoe Dr., Leander, TX 78641	R036464	402 Horseshoe Dr., Leander, TX 78641
Michael DeGrasse	408 Horseshoe Dr., Leander, TX 78641	R036463	PO Box 449, Port Neches, TX 77651
Leander Circle Diamond LLC	600-721 Circle Diamond Ln., Leander 78641	R557948	1610 Williams Dr., Georgetown, TX 78628



500-510 HORSESHOE FEASIBILITY

500-510 HORSESHOE DRIVE
LEANDER, TEXAS USA

ISSUE:
FEASIBILITY
DATE:
03/11/2022
PROJECT NUMBER:
2022-0007
SHEET TITLE:
SITE CONCEPT -
SHARED WQ
PHASE 2
SD1.03



1 SITE PLAN - FEASIBILITY

SCALE: 1" =100' NOTE: UNIT FOOTPRINT IS REPRESENTATIONAL AND MAY CHANGE.



CASCADE HOMES

500-510 HORSESHOE FEASIBILITY

500-510 HORSESHOE DRIVE
LEANDER, TEXAS USA

ISSUE:
FEASIBILITY
DATE:
03/11/2022
PROJECT NUMBER:
2022-0007
SHEET TITLE:
SITE CONCEPT -
SHARED WQ

SD1.01

©2022 Forge Craft Architecture + Design



PROJECT TEAM		PROJECT INFORMATION		SHEET INDEX	
PROJECT NAME:	HORSESHOE	PROJECT NAME:	HORSESHOE	AGN0.1 COVER SHEET, SHEET INDEX, PROJECT INFORMATION, PROJECT TEAM	
LOCAL JURISDICTION	XXX	LOCATION:	TEXAS		
BUILDER/OWNER:	CASCADE HOMES	PROJECT TYPE:	SINGLE FAMILY FOR RENT	ELEVATION A	
ARCHITECT:	BSB DESIGN-DALLAS	THE PROJECT SHALL COMPLY WITH THE FOLLOWING BUILDING CODES: -2012 INTERNATIONAL RESIDENTIAL CODE -2012 INTERNATIONAL MECHANICAL CODE -2012 INTERNATIONAL PLUMBING CODE -2011 NATIONAL ELECTRICAL CODE -2012 INTERNATIONAL FIRE CODE -2012 INTERNATIONAL ENERGY CODE -ALL APPLICABLE STATE AND LOCAL CODES.		A1.1A MAIN FLOOR PLAN	
STRUCTURAL ENGINEER:	XXX			A2.1A UPPER FLOOR PLAN	
ELECTRICIAN:	XXX			A3.1A FRONT & LEFT EXTERIOR ELEVATIONS	
PLUMBING:	XXX			A3.2A RIGHT & REAR EXTERIOR ELEVATIONS	
ENERGY CONSULTANT:	XXX			A3.3A ROOF PLAN	
MECHANICAL CONSULTANT:	XXX			ELEVATION B	
				A1.1B MAIN FLOOR PLAN	
				A2.1B UPPER FLOOR PLAN	
				A3.1B FRONT & LEFT EXTERIOR ELEVATIONS	
				A3.2B RIGHT & REAR EXTERIOR ELEVATIONS	
				A3.3B ROOF PLAN	



Elevation A

Elevation B

Horseshoe

Austin, Texas

SQUARE FOOTAGES		
	Elevation A	Elevation B
MAIN FLOOR LIVING	678	678
UPPER FLOOR LIVING	843	843
TOTAL LIVING	1521	1521
GARAGE	417	417
PORCH	55	55
PATIO	61	61

ISSUE DATE: MO-DA-YEAR

REVISIONS

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DESIGN DEVELOPMENT - MAY 26, 2022

Cascade Homes
901 S. MoPac Expressway
Building 1, Suite 300
Austin Texas



www.bsbdesign.co

17855 Dallas Parkway, Suite 100
Dallas, Texas 75288
972 720 1778

JOB NO: SR220237.00 **PROJ MGR:** C
DRAWN: KDB **CHECKED:** C

COVER SHEET,
SHEET INDEX,
PROJECT INFORMATION,
PROJECT TEAM

HORSESHOE
PLAN A

AGN0.1

PROJECT TEAM		PROJECT INFORMATION		SHEET INDEX	
PROJECT NAME:	HORSESHOE	PROJECT NAME: HORSESHOE		AGN0.1 COVER SHEET, SHEET INDEX, PROJECT INFORMATION, PROJECT TEAM	
LOCAL JURISDICTION	XXX	LOCATION: TEXAS		ELEVATION A	
BUILDER/OWNER:	CASCADE HOMES	PROJECT TYPE: SINGLE FAMILY FOR RENT		A1.1A	MAIN FLOOR PLAN
ARCHITECT:	BSB DESIGN-DALLAS	THE PROJECT SHALL COMPLY WITH THE FOLLOWING BUILDING CODES: -2012 INTERNATIONAL RESIDENTIAL CODE -2012 INTERNATIONAL MECHANICAL CODE -2012 INTERNATIONAL PLUMBING CODE -2011 NATIONAL ELECTRICAL CODE -2012 INTERNATIONAL FIRE CODE -2012 INTERNATIONAL ENERGY CODE -ALL APPLICABLE STATE AND LOCAL CODES.		A2.1A	UPPER FLOOR PLAN
STRUCTURAL ENGINEER:	XXX			A3.1A	FRONT & LEFT EXTERIOR ELEVATIONS
ELECTRICIAN:	XXX			A3.2A	RIGHT & REAR EXTERIOR ELEVATIONS
PLUMBING:	XXX			A3.3A	ROOF PLAN
ENERGY CONSULTANT:	XXX			ELEVATION B	
MECHANICAL CONSULTANT:	XXX			A1.1B	MAIN FLOOR PLAN
			A2.1B	UPPER FLOOR PLAN	
			A3.1B	FRONT & LEFT EXTERIOR ELEVATIONS	
			A3.2B	RIGHT & REAR EXTERIOR ELEVATIONS	
			A3.3B	ROOF PLAN	



Elevation A

Elevation B

Horseshoe

Austin, Texas

SQUARE FOOTAGES		
	Elevation A	Elevation B
MAIN FLOOR LIVING	756	756
UPPER FLOOR LIVING	954	954
TOTAL LIVING	1710	1710
GARAGE	422	422
PORCH	41	41
PATIO	61	61

ISSUE DATE: MO-DA-YEAR

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Dallas, Texas 75287
972 720 1778

JOB NO: SR220237.00 **PROJ MGR:** C
DRAWN: KDB **CHECKED:** C

COVER SHEET,
SHEET INDEX,
PROJECT INFORMATION,
PROJECT TEAM

**HORSESHOE
PLAN B**

AGN0.1

PROJECT TEAM		PROJECT INFORMATION		SHEET INDEX	
PROJECT NAME:	HORSESHOE	PROJECT NAME: HORSESHOE		AGN0.1 COVER SHEET, SHEET INDEX, PROJECT INFORMATION, PROJECT TEAM ELEVATION A A1.1A MAIN FLOOR PLAN A2.1A UPPER FLOOR PLAN A3.1A FRONT & LEFT EXTERIOR ELEVATIONS A3.2A RIGHT & REAR EXTERIOR ELEVATIONS A3.3A ROOF PLAN ELEVATION B A1.1B MAIN FLOOR PLAN A2.1B UPPER FLOOR PLAN A3.1B FRONT & LEFT EXTERIOR ELEVATIONS A3.2B RIGHT & REAR EXTERIOR ELEVATIONS A3.3B ROOF PLAN	
LOCAL JURISDICTION	XXX	LOCATION: TEXAS			
BUILDER/OWNER:	CASCADE HOMES	PROJECT TYPE: SINGLE FAMILY FOR RENT			
ARCHITECT:	BSB DESIGN-DALLAS	THE PROJECT SHALL COMPLY WITH THE FOLLOWING BUILDING CODES:			
STRUCTURAL ENGINEER:	XXX	-2012 INTERNATIONAL RESIDENTIAL CODE			
ELECTRICIAN:	XXX	-2012 INTERNATIONAL MECHANICAL CODE			
PLUMBING:	XXX	-2012 INTERNATIONAL PLUMBING CODE			
ENERGY CONSULTANT:	XXX	-2011 NATIONAL ELECTRICAL CODE			
MECHANICAL CONSULTANT:	XXX	-2012 INTERNATIONAL FIRE CODE			
		-2012 INTERNATIONAL ENERGY CODE			
		-ALL APPLICABLE STATE AND LOCAL CODES.			



Elevation A

Elevation B

Horseshoe

Austin, Texas

SQUARE FOOTAGES		
	Elevation A	Elevation B
MAIN FLOOR LIVING	727	727
UPPER FLOOR LIVING	1077	1077
TOTAL LIVING	1804	1804
GARAGE	413	413
PORCH	57	57
PATIO	60	60

ISSUE DATE: MO-DA-YEAR

REVISIONS

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Austin Texas



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Dallas, Texas 75287
972 720 1778

JOB NO: SR220237.00 **PROJ MGR:** C
DRAWN: KDB **CHECKED:** C

COVER SHEET,
SHEET INDEX,
PROJECT INFORMATION,
PROJECT TEAM

**HORSESHOE
PLAN C**

AGN0.1

DESIGN DEVELOPMENT - MAY 26, 2022

PROJECT TEAM		PROJECT INFORMATION		SHEET INDEX	
PROJECT NAME:	HORSESHOE	PROJECT NAME:	HORSESHOE	AGN0.1 COVER SHEET, SHEET INDEX, PROJECT INFORMATION, PROJECT TEAM	
LOCAL JURISDICTION	XXX	LOCATION:	TEXAS		
BUILDER/OWNER:	CASCADE HOMES	PROJECT TYPE:	SINGLE FAMILY FOR RENT	ELEVATION A	
ARCHITECT:	BSB DESIGN-DALLAS	THE PROJECT SHALL COMPLY WITH THE FOLLOWING BUILDING CODES:		A1.1A	MAIN FLOOR PLAN
STRUCTURAL ENGINEER:	XXX			A2.1A	UPPER FLOOR PLAN
ELECTRICIAN:	XXX			A3.1A	FRONT & LEFT EXTERIOR ELEVATIONS
PLUMBING:	XXX			A3.2A	RIGHT & REAR EXTERIOR ELEVATIONS
ENERGY CONSULTANT:	XXX			A3.3A	ROOF PLAN
MECHANICAL CONSULTANT:	XXX			ELEVATION B	
				A1.1B	MAIN FLOOR PLAN
				A2.1B	UPPER FLOOR PLAN
				A3.1B	FRONT & LEFT EXTERIOR ELEVATIONS
				A3.2B	RIGHT & REAR EXTERIOR ELEVATIONS
				A3.3B	ROOF PLAN



Elevation A

Elevation B

Horseshoe

Austin, Texas

SQUARE FOOTAGES		
	Elevation A	Elevation B
MAIN FLOOR LIVING	899	899
UPPER FLOOR LIVING	1192	1207
TOTAL LIVING	2091	2106
GARAGE	413	413
PORCH	53	53
PATIO	60	60

ISSUE DATE: MO-DA-YEAR

REVISIONS

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DESIGN DEVELOPMENT - MAY 26, 2022

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Building 1, Suite 300
Austin Texas



www.bsbdesign.com
17855 Dallas Parkway, Suite
Dallas, Texas 75287
972 720 1778

JOB NO: SR220237.00 **PROJ MGR:** CF
DRAWN: KDB **CHECKED:** CF

COVER SHEET,
SHEET INDEX,
PROJECT INFORMATION,
PROJECT TEAM

**HORSESHOE
PLAN D**

AGN0.1

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 HORSESHOE ADDITION PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF SFT-2-A (SINGLE-FAMILY TOWNHOUSE); 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 2.9 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification number R036462; more particularly described in Instrument Number 2022080151 recorded in the Official Public Records of Williamson County, Texas.

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

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

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

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

PASSED AND APPROVED on First Reading this the 1st day of December, 2022.

FINALLY PASSED AND APPROVED on this the 15th day of December, 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

November 10, 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 present except Commissioner Moss.
3. Swearing of Planning and Zoning Commissioners Ron May and Donnie Mahan.
Mayor Christine DeLisle swore in Commissioner May and Commissioner Mahan.
4. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the November 3, 2022 meeting.
5. Review of meeting protocol.
6. Citizen Comments:
No one wished to speak.

CONSENT AGENDA: ACTION

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

8. Approval of Subdivision Case 20-FP-017 regarding Palmera Bluff Section 4 Final Plat on three parcels of land approximately 35.76 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcels R032201, R032200 and R032109; generally located northwest of the terminus of Logan Del Way and Tarvin Elementary School in Palmera Bluff Phase 11 , Leander, Williamson County, Texas.
9. Approval of Subdivision Case 20-FP-027 regarding Palmera Bluff Section 2 Final Plat on one parcel of land approximately 28.89 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R032201; generally located northeast of the intersection of Isaias Drive and Clarissa Lynn Way, and northeast of Tarvin Elementary School in Palmera Bluff Phase 11 , Leander, Williamson County, Texas.
10. Approval of Subdivision Case FP-22-0005 regarding Urbana at Hero Way Final Plat on nine parcels of land approximately 18.12 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcels R432891, R366161, R032167, R432893, R635406, R432892, R575954, R336502 and R635407; generally located at 13303 Hero Way, Leander, Williamson County, Texas.
11. Approval of Subdivision Case FP-22-0010 regarding Horizon Lake Phase 3 Section 3 Final Plat on one parcel of land approximately 12.870 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031236; generally located west of Horizon Park Blvd. and Leeward Pass, Leander, Williamson County, Texas.
12. Approval of Minutes.
Commissioner Carpenter motioned to approve Consent Agenda items 7-12, seconded by Commissioner May.
6-0 pass

PUBLIC HEARING: ACTION

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-22-0019 to amend the current zoning of SFU/MH-2-B (Single-Family Urban/Manufactured House) to adopt the Horseshoe PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouse) on one parcel of land approximately 2.9 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R036462; and more commonly known as 500 Horseshoe Drive, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Zoning Case Z-22-0019 as described above.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Laura Lantrip to approve the zoning case.

AYE: Chair John Cosgrove, Commissioner Laura Lantrip, Commissioner Ron May, Vice Chair Donnie Mahan

NAY: Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr.

4 - 2 Passed

14. Conduct a Public Hearing and consider action regarding Zoning Case Z-22-0026 to amend the current zoning of LO-3-B (Local Office) to adopt the Northpoint PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) on one parcel of land approximately 13.871 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R599180; and more commonly known as 10880 W Crystal Falls Pkwy, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-22-0026 as described above.

Approved to be presented on next P & Z meeting (11/22/22). 6-0

Motion: Ron May

Second motion: Richard Carpenter

Motion made by Commissioner Ron May, seconded by Commissioner Rick Carpenter to reschedule the P&Z meeting to 11/22/2022 to allow for updates to the PUD.

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

6 - 0 Passed

15. Conduct a Public Hearing and consider action regarding Zoning Case Z-22-0035 to amend the current zoning of LC-2-B (Local Commercial), TF-2-B (Two-Family), SFU-2-B (Single-Family Urban), and Interim SFR-1-B (Single-Family Rural) to GC-3-A (General Commercial) and LC-2-A (Local Commercial) on four parcels of land approximately 14.79 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R491364, R511667, R501146, and R579460; and generally located to the northeast of the intersection of Bagdad Road and W San Gabriel Pkwy, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-22-0035 as described above.

Motion made by Commissioner Laura Lantrip, seconded by Vice Chair Donnie Mahan to approve the zoning case.

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

6 - 0 Passed

REGULAR AGENDA

16. Adjournment at 7:37 pm.

APPROVED:

CHAIRMAN COSGROVE

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE HORSESHOE PUD ADDITION**

This Development Agreement Establishing Development Standards for the **Horseshoe PUD Addition** (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 **Cascade Homes, 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 2.9 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 residential uses (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 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:

Cascade Homes, LLC
Brian Crittendon, Manager
901 S MoPac Expy, Bld 1, STE 300
Austin, Texas 78746
Travis 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 Sederquist

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: _____
Name: Brian Crittendon
Title: Manager

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, _____ of _____, a _____ company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

EXHIBIT “A”

Description of Property



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Approval of the Second Reading of an ordinance regarding Zoning Case Z-22-0035 to amend the current zoning of LC-2-B (Local Commercial), TF-2-B (Two-Family), SFU-2-B (Single-Family Urban), and Interim SFR-1-B (Single-Family Rural) to GC-3-A (General Commercial) and LC-2-A (Local Commercial) on four (4) parcels of land approximately 14.79 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R491364, R511667, R501146, and R579460; and generally located to the northeast of the intersection of Bagdad Road and W. San Gabriel Parkway, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. Staff recommends approval of this request. The Planning & Zoning Commission unanimously recommended approval of the request during the November 22, 2022 meeting.

HISTORY/TIMELINE:

12/19/2001 – Annexation of Parcels R491364, R511667, and R501146 and assignment of zoning.
04/20/2016 – Annexation of Parcel R579460 and assignment of zoning.
11/22/2022 – Planning & Zoning Commission, 1st Public Hearing
12/01/2022 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Southwest Land Services, Inc (David Singleton) on behalf of Leander Real Estate LLC (Madhuri Dhanireddy)

PRESENTER:

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

Attachments

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



PLANNING ANALYSIS

ZONING CASE 22-Z-035 BAGDAD CROSSING

GENERAL INFORMATION

Owner/Agent: Southwest Land Services, Inc (David Singleton) on behalf of Leander Real Estate LLC (Madhuri Dhanireddy).

Current Zoning: LC-2-B (Local Commercial)
TF-2-B (Two-Family)
SFU-2-B (Single-Family Urban)
Interim SFR-1-B (Single-Family Rural)

Proposed Zoning: GC-3-A (General Commercial)
LC-2-A (Local Commercial)

Size and Location: The four parcels of land approximately 14.79 acres $\pm$ in size, and generally located to the northeast of the intersection of Bagdad Road and W San Gabriel Pkwy, Williamson County, Texas.

Staff Contact: Merrily Van Leuven
Assistant Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to expand an existing employment base and provide additional commercial and retail opportunities.

STAFF CONCLUSIONS

Y N

- ☒ ☐ Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page 3*
- ☒ ☐ Does the proposal comply with the goal statements of the Comprehensive Plan? *see page 4*
- ☐ ☒ Does the proposal warrant any other special considerations?

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	TF-2-B, SFU-2-B	Glen High School
EAST	PUD LC-2-B	Undeveloped commercial, Haven at San Gabriel Minor PUD
SOUTH	LC-2-B, LC-3-A	Undeveloped commercial
WEST	Interim SFR-1-B	Large lot residential

SURROUNDING AREA:

This property is located east of N Bagdad Rd and north of W San Gabriel Pkwy.

PHYSICAL AND NATURAL FEATURES:

This property is undeveloped with minimal tree coverage

PROPERTY HISTORY:

The majority of the property was annexed into the City of Leander on December 19, 2001 and a small portion along Bagdad Rd was annexed April 20, 2016. The area is currently unplatted.

MAJOR CORRIDORS:

This property has access onto W. San Gabriel Pkwy and N Bagdad Rd.

TRANSPORTATION PLAN REQUIREMENTS:

The development of the property has not been evaluated for roadway adequacy/boundary street improvements, turn lanes, deceleration lanes or TIA at this time.

EXISTING UTILITIES:

This property has access to water along the south side of W San Gabriel Parkway and the west side of Bagdad Rd (figure 1). There is wastewater to the east of the proposed property (figure 2).



Figure 1 Water



Figure 2 Wastewater

CURRENT LAND USES:

The 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.

LC – LOCAL COMMERCIAL:

Features: Any use in LO plus retail sales and services, restaurants, banks, nursery or greenhouse, grocery sales, pharmacies, fitness centers, dance and music academies, artist studio, colleges and universities, bed and breakfast. Hours of operation: 5:00 a.m. to 10:00 p.m. Sun.-Thurs., 5:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. 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.

Applicable Future Land Use categories**NEIGHBORHOOD CENTER**

- The Neighborhood Center future land use category is intended for areas that will be developed mostly as nonresidential uses that are of an appropriate use, scale, and design that is compatible with abutting or adjacent residential uses. Site design should be neighborhood-focused, prioritizing walkability, screening, light shielding, street landscaping, compatible height, etc.

Typical uses include personal services, day care centers, small offices, fitness centers, restaurants, and retail plazas. Upper-story residential is recommended to create density to support retail, yet height limited for compatibility and scale. At the intersection of arterials and highways, more substantial retail centers and regional uses are appropriate. These locations may include hotels, vertical mixed-use, grocery stores.

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

Desired Mix: 70-100% Non-Residential, 0-30% 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 8/30/2021. The original proposal included commercial or commercial and residential project. The current proposal does not include any residential use.

NOTIFICATION

- 10/20/2022 - Public Notice on Hill Country News
- 10/26/2022 - Mail Notification to Property Owners within 200'
- 10/26/2022 - Public Hearing Signage Posted on Property
- 11/10/2022 - Planning and Zoning Commission Public Hearing
- 12/01/2022 - City Council Public Hearing & First Reading of the Ordinance
- 12/15/2022 - 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.

A neighborhood outreach letter was mailed out 10/21/2022. An updated letter reflecting the correct land use was sent out 10/27/2022. Please see the Neighborhood Outreach attachment 8 for more detail.

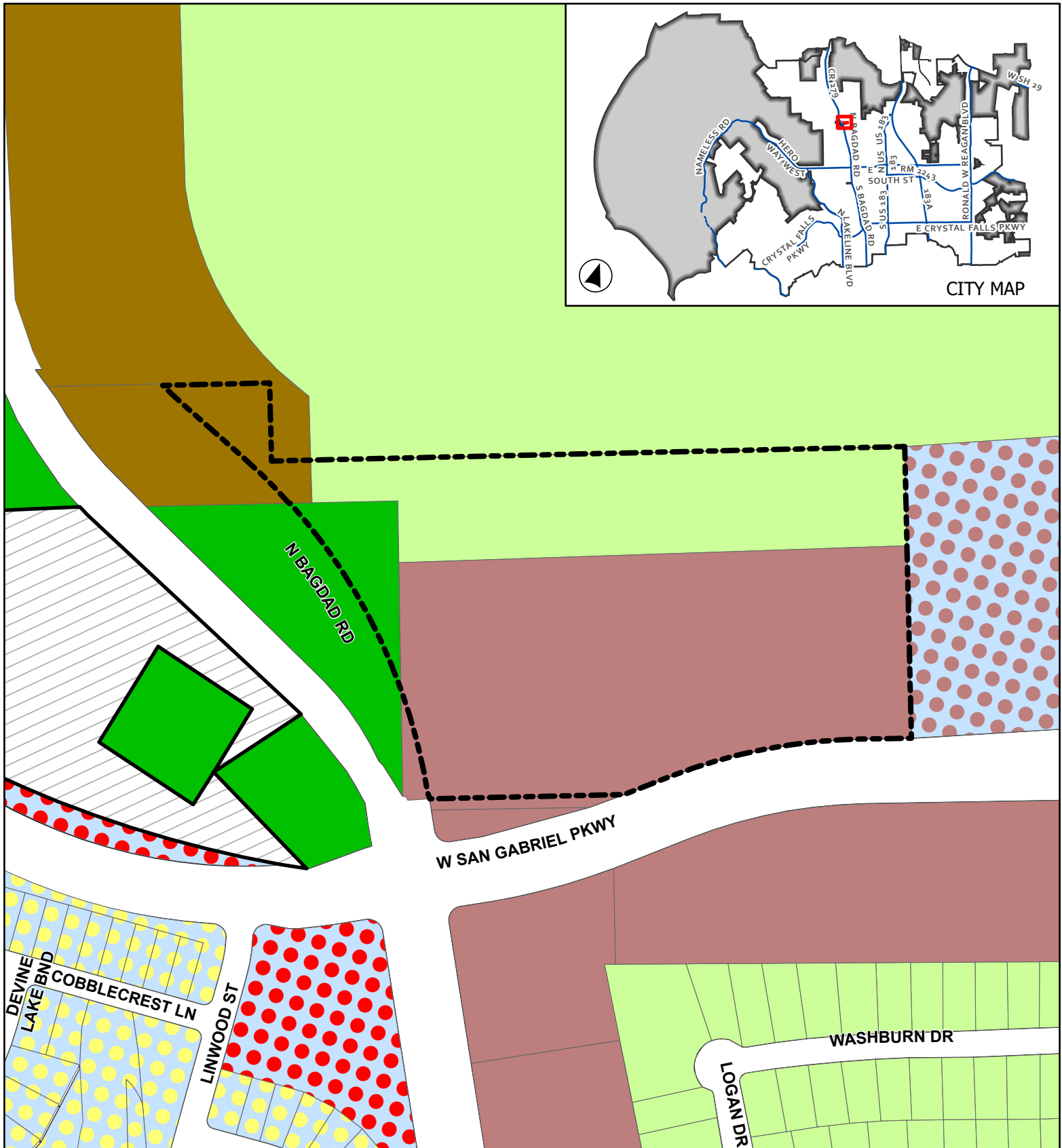






APPROVAL CRITERIA:

The Comprehensive Plan identifies this area as a Neighborhood Center land use category. The proposed zoning complies with the Future Land Use map and includes commercial uses. The Neighborhood Center land use category is compatible with the proposed zoning request of LC (Local Commercial) and GC (General Commercial) when it is along priority commercial centers such as Bagdad Rd.



CASE: Z-22-0035

ATTACHMENT 2

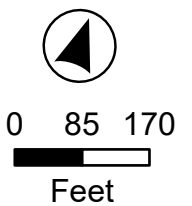
BAGDAD CROSSING

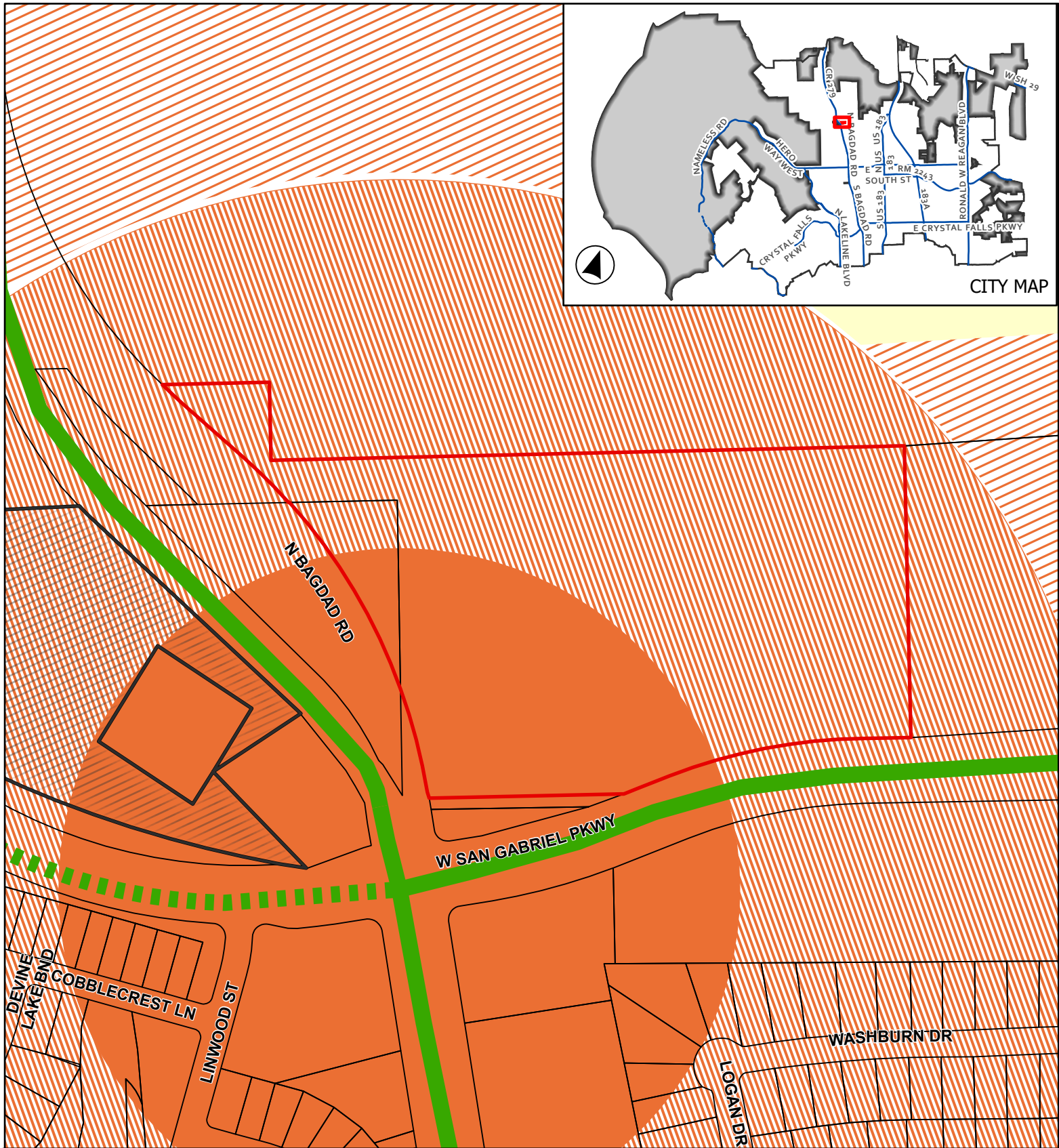
Current Zoning

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

- Leander City Limits
- Proposed ETJ
- Subject Area
- SFR - Single-Family Rural
- SFU - Single-Family Urban

- TF - Two Family
- LC - Local Commercial
- PUD - Single-Family
- PUD - Local Commercial
- PUD - General Commercial





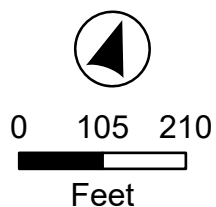
CASE: 22-Z-0035

ATTACHMENT 3

BAGDAD CROSSING

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.

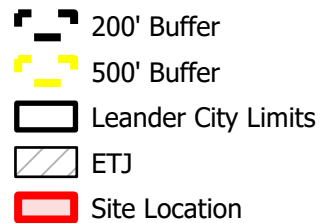


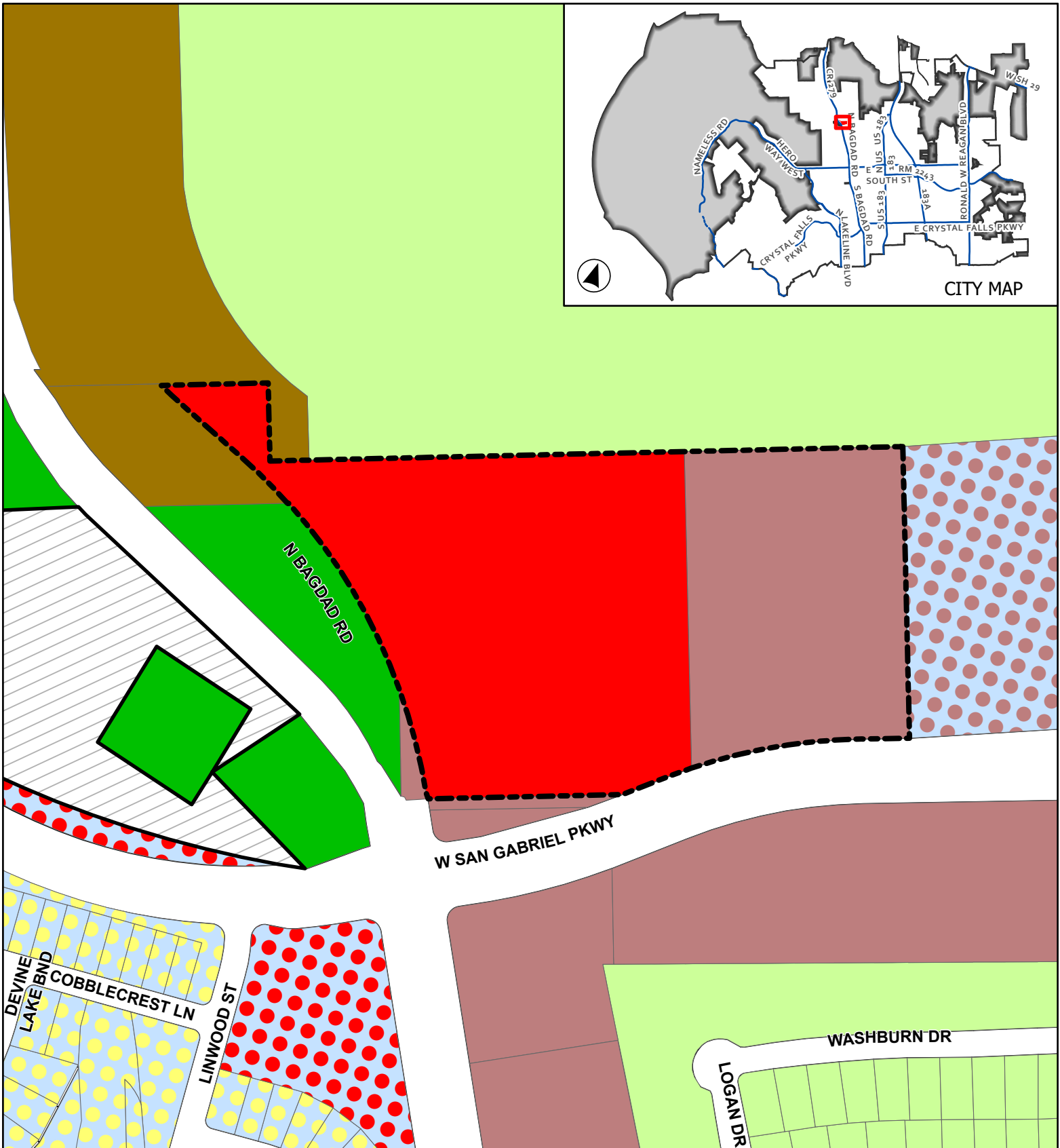
- Leander City Limits
- Leander ETJ
- Subject Area
- Arterial 6 Lane, Existing
- ARTERIAL 6, Proposed

- ### Future Land Use
- Neighborhood Residential
 - Neighborhood Center - Solid
 - Neighborhood Center
 - Multi-Use Corridor



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CASE: Z-22-0035

ATTACHMENT 5

BAGDAD CROSSING

Proposed Zoning

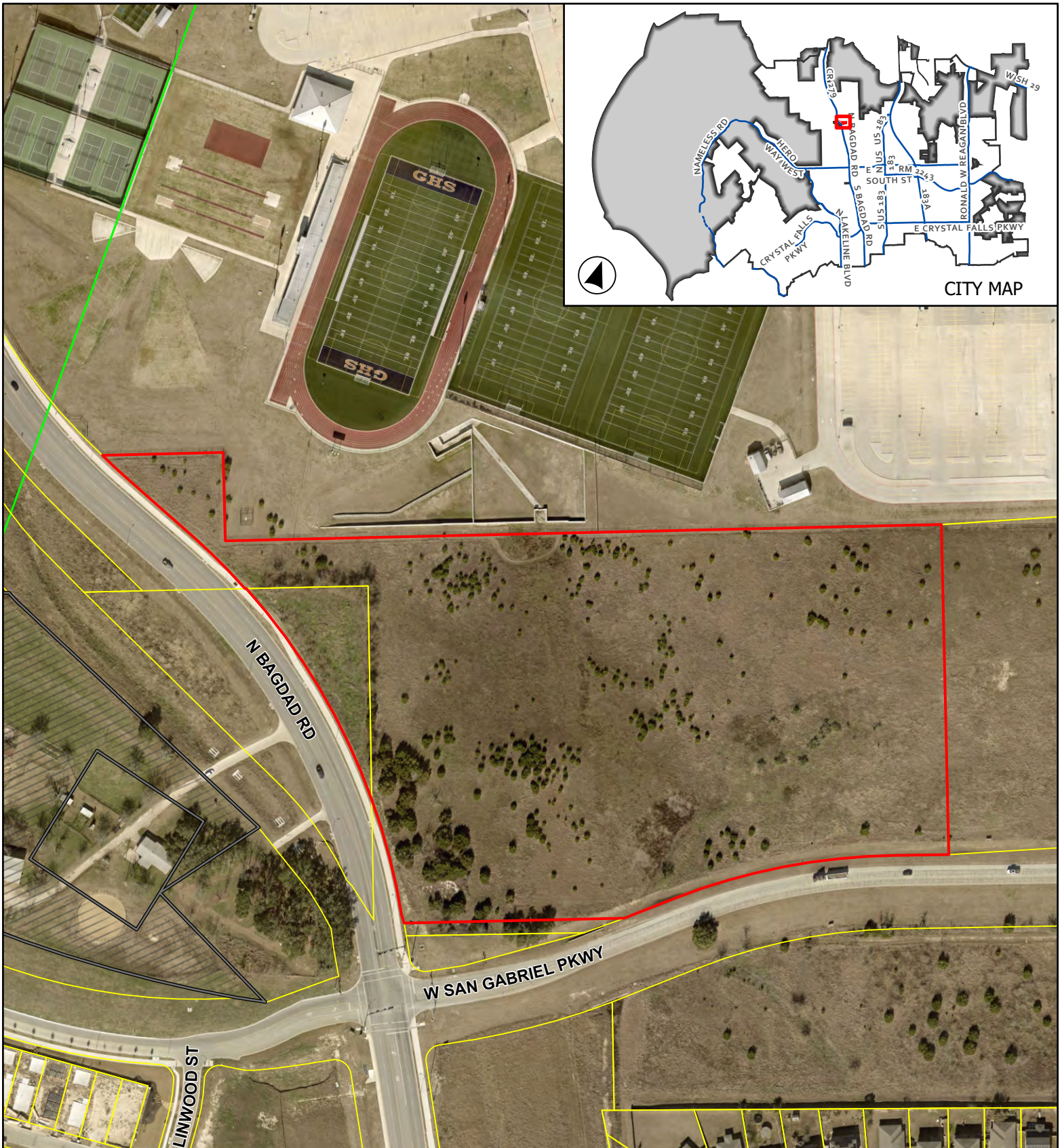
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- Leander City Limits
- Proposed ETJ
- Subject Area
- SFR - Single-Family Rural
- SFU - Single-Family Urban
- TF - Two Family

- LC - Local Commercial
- GC - General Commercial
- PUD - Single-Family
- PUD - Local Commercial
- PUD - General Commercial



0 85 170
Feet



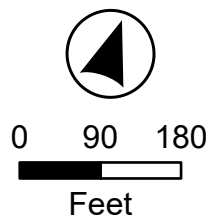
CASE: Z-22-0035

ATTACHMENT 3

BAGDAD CROSSING

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

SOUTHWEST
LAND SERVICES, INC.

August 17, 2022

Robin Griffin, AICP
Executive Director of Development Svcs.
City of Leander
201 N. Brushy Street
Leander, TX 78641

RE: 14.79 acre tract
Bagdad Road & San Gabriel Parkway
Rezoning request

Ms. Griffin,

On behalf of Leander Real Estate, LLC (Owner), we are submitting the enclosed Zoning Application to rezone the referenced property from LC-2-B (Local Commercial), TF-2-B (Two Family), SFU-2-B (Single-Family Urban) and SFR-1-B (Single-Family Rural) to +/- 10.00 acres of GC-3-A (General Commercial) and +/- 4.79 acres of LC-2-A (Local Commercial).

The proposed plan is consistent with the City's Comprehensive Plan designation of (Neighborhood Center) and will further the goals established therein by expanding an existing employment base contiguous to existing and planned transportation arterials and provide additional commercial and retail opportunities within the corporate boundaries of the City.

The topography of the site is relatively flat with slopes of less than two percent (2%).

We respectfully solicit Staff's recommendation for approval of the request and welcome any questions you have in regard to the request.

Sincerely,



David Singleton

Delivery address: 300 CR 269 Leander Texas 78641

Mailing address: P.O. Box 984 Leander Texas 78646-0984

facsimile 512.259.9400

512.259.9000

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

Letters were mailed from our office to all property Owners within 500' of the subject tract. (A copy of the correspondence and a complete list of notified property owners was previously provided) We offered in-person, phone, email & Zoom meeting opportunities for property Owners to solicit information about the proposed zoning case.

We received two (2) inquiries, one from the Real Estate Broker representing an adjacent tract (Jeffery Mayes) asking what was being proposed and the other from one of the notified property owners (Lisa Birkman) again asking what was being proposed and what uses the proposed zoning classifications allowed. Neither offered any objection or concern. No one requested participation in the scheduled Zoom meeting.

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.

(see #1 above)

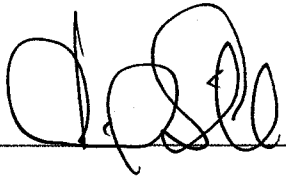
3. What concerns were raised during these communications?

No objections or concerns were relayed by either party.

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

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

Signature: _____



Date _____

11.2.2022

JSL COMMERCIAL INVESTMENTS
LLC
4720-4 ROCKCLIFF RD
AUSTIN, TX 78746

GABRIEL LEANDER LLC
7930 THAXTON RD
AUSTIN, TX 78747

SHANGRI LA INVESTMENTS LLC
2704 HAMMOCK LAKE DR
LITTLE ELM, TX 75068

MADISON DECKER LTD
6116 N CENTRAL EXPY 510
DALLAS, TX 75206

LENNAR HOMES OF TEXAS LAND
AND CONSTRUCTION LTD
13620 RANCH ROAD 620 N #STE
B150
Austin, Tx 78717

LEANDER ISD TRUSTEE
PO BOX 218
LEANDER, TX 78646-0218

HAVEN AT SAN GABRIEL LP
366 UPLAND CT
CANYON LAKE, TX 78133

DALLAS X & EVELYN D
GONZALEZ MAGNA
1017 WASHBURN DR
Leander Tx 78641

RICHARD LEWIS, III RIBBLE
1013 WASHBURN DR
Leander, Tx 78641

THOMAS TRUSTEE OF RUTH ANN
LEEVEY IRREVOC TRUST FBO SCOTT
LEEVEY
88 CRAFTSMAN WAY
HENDERSONVILLE NC 28739-7957

GREEN SKY REAL ESTATE
VENTURES LLC
14608 IVEANS WAY
Austin, Tx 78717

SIXTH STREET CAPITAL
INVESTORS LP
12345 VENTURA BLVD #STE H
Studio City, CA91604

NASH & ANAHITA
DARUKHANAWALLA
478 CRYSTALLINE DR
FREMONT, CA 94539

WEI LUO
10505 ROY BUTLER DR
AUSTIN, TX 78717-

AMY AMANDA & DANIELLE
CARVER DELEON
1005 WASHBURN DR
LEANDER, TX 78641

TAMARA & DOUGLAS
HAAS IV AZZANI
1021 WASHBURN DR
LEANDER, TX 78641

BRIAN W ALEXANDER
1015 WASHBURN DR
LEANDER, TX 78641

Sheri A Trustee of the Sheri A
Collings Revoc Trust
1009 WASHBURN DR
LEANDER, TX 78641

EUGENE & SHERI L
CONNER
1007 WASHBURN DR
LEANDER, TX 78641

HAVEN AT SAN GABRIEL LP
366 UPLAND CT
CANYON LAKE, TX 78133

PETER & ANN LUU MOSES
1003 WASHBURN DR
LEANDER, TX 78641

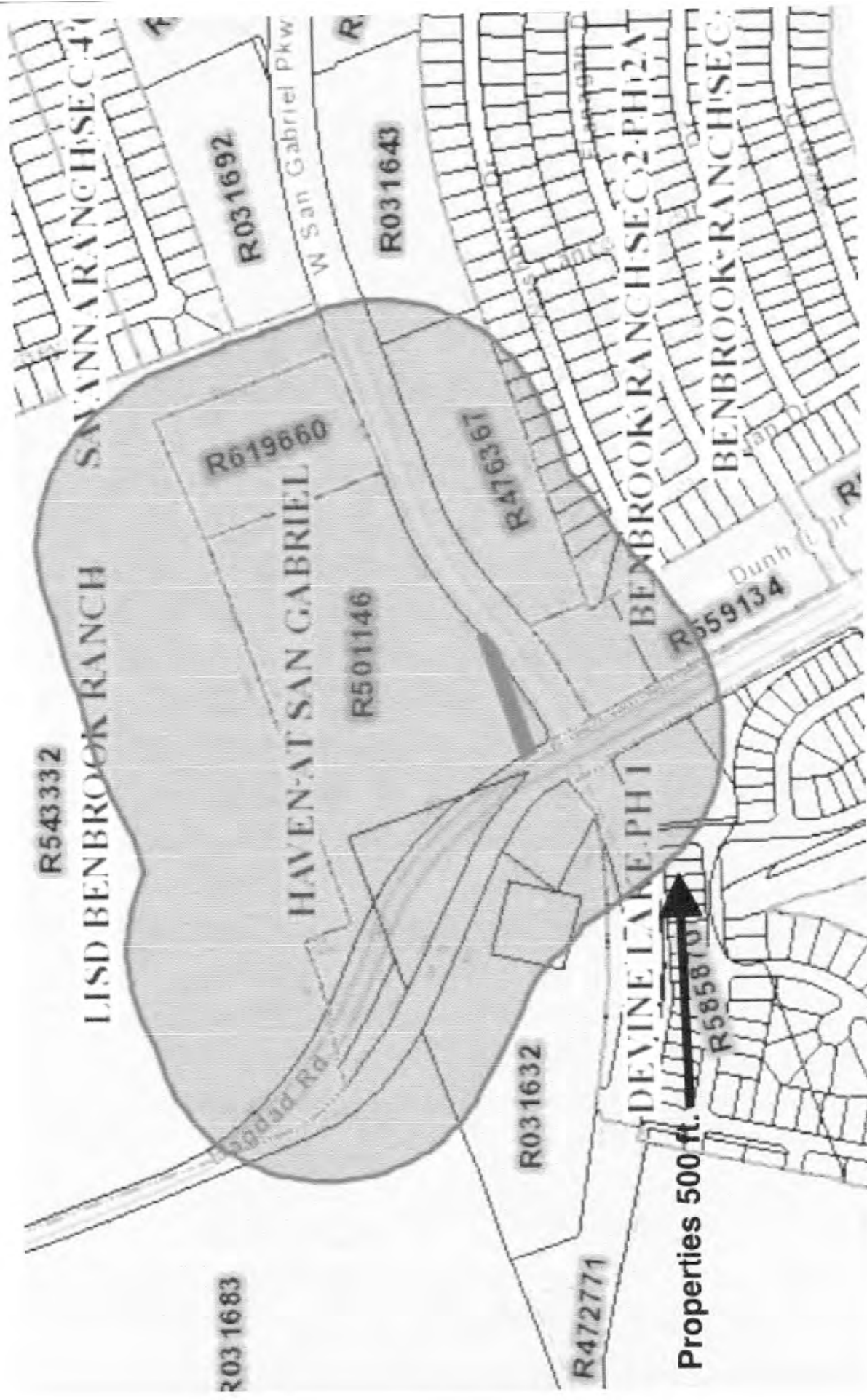
ABIGAIL & DREW HOBSON
DRINKARD
1011 WASHBURN DR
LEANDER, TX 78641

LACKEY HOLDING LTD
Attn: LISA BIRKMAN
409 MARQUESA TRL
GEORGETOWN, TX 7863

KARI ANN KARBER
1319 LOGAN DR
LEANDER, TX 78641

GRAHAM H & KERI N NAGAR
1317 LOGAN DR
LEANDER, TX 78641

Property	Owners 500 ft.	SiteAddress
R578250	JSL COMMERCIAL INVESTMENTS LLC	N BAGDAD RD, LEANDER, TX 78641
R600244	LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD	COBBLECREST LN, LEANDER, TX 78641
R559133	GABRIEL LEANDER LLC	1646 N BAGDAD RD, LEANDER, TX 78641
R031643	SHANGRI LA INVESTMENTS LLC	BAGDAD RD, LEANDER, TX 78641
R381978	MADISON DECKER LTD	N BAGDAD RD, LEANDER, TX 78641
R476400	MAGANA, DALLAS X & EVELYN D GONZALEZ	1017 WASHBURN DR, LEANDER, TX 78641
R476398	RIBBLE, RICHARD LEWIS, III	1013 WASHBURN DR, LEANDER, TX 78641
R476401	LEEVER, THOMAS TRUSTEE OF RUTH ANN LEEVER IRREVOC TRUST FBO SCOTT LEEVER	1019 WASHBURN DR, LEANDER, TX 78641
R031632	MADISON DECKER LTD	N BAGDAD RD, LEANDER, TX 78641
R559134	GREEN SKY REAL ESTATE VENTURES LLC	BAGDAD RD, LEANDER, TX 78641
R600110	SIXTH STREET CAPITAL INVESTORS LP	SAN GABRIEL PKWY, LEANDER, TX 78641
R476406	DARUKHANAWALLA, NASH & ANAHITA	1313 LOGAN DR, LEANDER, TX 78641
R031631	MADISON DECKER LTD	1709 N BAGDAD RD, LEANDER, TX 78641
R476405	LUO, WEI	1315 LOGAN DR, LEANDER, TX 78641
R476394	DELEON, AMY AMANDA & DANIELLE CARVER	1005 WASHBURN DR, LEANDER, TX 78641
R476402	AZZANI, TAMIARA & DOUGLAS HAAS IV	1021 WASHBURN DR, LEANDER, TX 78641
R476399	ALEXANDER, BRIAN W	1015 WASHBURN DR, LEANDER, TX 78641
R476396	COLLINGS, SHERI A TRUSTEE OF THE SHERI A COLLINGS REVOC TRUST	1009 WASHBURN DR, LEANDER, TX 78641
R491364	LEANDER REAL ESTATE LLC	BAGDAD RD, LEANDER, TX 78641
R543332	LEANDER ISD TRUSTEE	1320 COLLABORATIVE WAY, LEANDER, TX 78641
R511667	LEANDER REAL ESTATE LLC	CR 274, LEANDER, TX 78641
R579460	LEANDER REAL ESTATE LLC	N BAGDAD RD, LEANDER, TX 78641
R600112	SIXTH STREET CAPITAL INVESTORS LP	LINWOOD ST, LEANDER, TX 78641
R476395	CONNER, EUGENE & SHERI L	1007 WASHBURN DR, LEANDER, TX 78641
R600196	SIXTH STREET CAPITAL INVESTORS LP	LINWOOD ST, LEANDER, TX 78641
R619660	HAVEN AT SAN GABRIEL LP	N BAGDAD RD, LEANDER, TX 78641
R476393	MOSES, PETER & ANN LUU	1003 WASHBURN DR, LEANDER, TX 78641
R600229	LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD	1517 COBBLECREST LN, LEANDER, TX 78641
R476397	DRINKARD, ABIGAIL & DREW HOBSON	1011 WASHBURN DR, LEANDER, TX 78641
R031683	LACKEY HOLDING LTD	CR 280, LEANDER, TX 78641
R476403	KARBER, KARI ANN	1319 LOGAN DR, LEANDER, TX 78641
R501146	LEANDER REAL ESTATE LLC	N BAGDAD RD, LEANDER, TX 78641
R476404	NAGAR, GRAHAM H & KERI N	1317 LOGAN DR, LEANDER, TX 78641
R476367	SHANGRI LA INVESTMENTS LLC	1676 N BAGDAD RD, LEANDER, TX 78641



SOUTHWEST
LAND SERVICES, INC.

October 27, 2022

Re: Bagdad Crossing – Proposed Zoning Case

Dear Neighbor,

The purpose of this letter is to notify you of a proposed zoning change in your area. I represent the owners of approximately 15 acres located at the northeast corner of the intersection of Bagdad Road and San Gabriel Parkway. The owner is proposing to rezone the tract from Two-Family (TF-2-B), Single Family – Urban (SFU-2-B), Local Commercial (LC-2-B) and Single Family Rural (SFR-1-B), to approximately 10 acres of General Commercial (GC-3-A) and approximately 4.79 acres of Local Commercial (LC-2-A).

The subject property is located within an area designated as "Neighborhood Center" on the City of Leander's Comprehensive Land Use Plan. This land use designation encourages a mixture of local and general commercial uses including the uses being proposed for the project.

The Neighborhood Center future land use category is intended for areas that will be developed mostly as nonresidential uses that are of an appropriate use, scale, and design that is compatible with abutting or adjacent residential uses. Site design should be neighborhood-focused, prioritizing walkability, screening, light shielding, street landscaping, compatible height, etc.

Typical uses include personal services, day care centers, small offices, fitness centers, restaurants, and retail plazas. Upper-story residential is recommended to create density to support retail, yet height limited for compatibility and scale. At the intersection of arterials and highways, more substantial retail centers and regional uses are appropriate. These locations may include hotels, vertical mixed-use, grocery stores.

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

Delivery address: 300 CR 269 Leander Texas 78641

Mailing address: P.O. Box 984 Leander Texas 78646-0984

facsimile 512.259.9400

512.259.9000

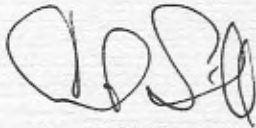
Bagdad Crossing
October 27, 2022
Page Two

The Comprehensive Plan further identifies General Commercial (GC) and Local Commercial (LC) as suitable zoning categories to be utilized within the Activity Center.

Out of an abundance of caution and mindful that due to current COVID conditions some may not be comfortable at an in-person meeting, we are scheduling a Zoom meeting for November 1st, 2022 at 7:30 p.m. Please feel free to call, text or email with questions or concerns, or contact our office for the Zoom call login information.

If you would like to discuss this project in greater detail or ask any questions outside of the Zoom meeting, please contact me by phone at 512-259-9000 or by email at southwestland@gmail.com.

Sincerely,

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

David Singleton

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING FOUR PARCELS OF LAND FROM LC-2-B (LOCAL COMMERCIAL), TF-2-B (TWO-FAMILY), SFU-2-B (SINGLE-FAMILY URBAN), AND INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO GC-3-A (GENERAL COMMERCIAL) AND 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 including 14.79 acres $\pm$; being more particularly described in Exhibit "A"; generally located to the northeast of the intersection of Bagdad Road and W San Gabriel Pkwy; identified by Williamson Central Appraisal District tax identification numbers R491364, R511667, R501146, and R579460; more particularly described in Instrument Number 2021151782 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 LC-2-B (Local Commercial), TF-2-B (Two-Family), SFU-2-B (Single-Family Urban), and Interim SFR-1-B (Single-Family Rural) to GC-3-A (General

Commercial) and LC-2-A (Local 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 1st day of December, 2022.

FINALLY PASSED AND APPROVED on this the 15th day of December, 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

November 10, 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 present except Commissioner Moss.
3. Swearing of Planning and Zoning Commissioners Ron May and Donnie Mahan.
Mayor Christine DeLisle swore in Commissioner May and Commissioner Mahan.
4. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the November 3, 2022 meeting.
5. Review of meeting protocol.
6. Citizen Comments:
No one wished to speak.

CONSENT AGENDA: ACTION

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

8. Approval of Subdivision Case 20-FP-017 regarding Palmera Bluff Section 4 Final Plat on three parcels of land approximately 35.76 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcels R032201, R032200 and R032109; generally located northwest of the terminus of Logan Del Way and Tarvin Elementary School in Palmera Bluff Phase 11 , Leander, Williamson County, Texas.
9. Approval of Subdivision Case 20-FP-027 regarding Palmera Bluff Section 2 Final Plat on one parcel of land approximately 28.89 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R032201; generally located northeast of the intersection of Isaias Drive and Clarissa Lynn Way, and northeast of Tarvin Elementary School in Palmera Bluff Phase 11 , Leander, Williamson County, Texas.
10. Approval of Subdivision Case FP-22-0005 regarding Urbana at Hero Way Final Plat on nine parcels of land approximately 18.12 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcels R432891, R366161, R032167, R432893, R635406, R432892, R575954, R336502 and R635407; generally located at 13303 Hero Way, Leander, Williamson County, Texas.
11. Approval of Subdivision Case FP-22-0010 regarding Horizon Lake Phase 3 Section 3 Final Plat on one parcel of land approximately 12.870 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031236; generally located west of Horizon Park Blvd. and Leeward Pass, Leander, Williamson County, Texas.
12. Approval of Minutes.
Commissioner Carpenter motioned to approve Consent Agenda items 7-12, seconded by Commissioner May.
6-0 pass

PUBLIC HEARING: ACTION

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-22-0019 to amend the current zoning of SFU/MH-2-B (Single-Family Urban/Manufactured House) to adopt the Horseshoe PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouse) on one parcel of land approximately 2.9 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R036462; and more commonly known as 500 Horseshoe Drive, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Zoning Case Z-22-0019 as described above.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Laura Lantrip to approve the zoning case.

AYE: Chair John Cosgrove, Commissioner Laura Lantrip, Commissioner Ron May, Vice Chair Donnie Mahan

NAY: Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr.

4 - 2 Passed

14. Conduct a Public Hearing and consider action regarding Zoning Case Z-22-0026 to amend the current zoning of LO-3-B (Local Office) to adopt the Northpoint PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) on one parcel of land approximately 13.871 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R599180; and more commonly known as 10880 W Crystal Falls Pkwy, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-22-0026 as described above.

Approved to be presented on next P & Z meeting (11/22/22). 6-0

Motion: Ron May

Second motion: Richard Carpenter

Motion made by Commissioner Ron May, seconded by Commissioner Rick Carpenter to reschedule the P&Z meeting to 11/22/2022 to allow for updates to the PUD.

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

6 - 0 Passed

15. Conduct a Public Hearing and consider action regarding Zoning Case Z-22-0035 to amend the current zoning of LC-2-B (Local Commercial), TF-2-B (Two-Family), SFU-2-B (Single-Family Urban), and Interim SFR-1-B (Single-Family Rural) to GC-3-A (General Commercial) and LC-2-A (Local Commercial) on four parcels of land approximately 14.79 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R491364, R511667, R501146, and R579460; and generally located to the northeast of the intersection of Bagdad Road and W San Gabriel Pkwy, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-22-0035 as described above.

Motion made by Commissioner Laura Lantrip, seconded by Vice Chair Donnie Mahan to approve the zoning case.

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

6 - 0 Passed

REGULAR AGENDA

16. Adjournment at 7:37 pm.

APPROVED:

CHAIRMAN COSGROVE

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Approval of an assignment of the Urbana Development Agreement Case 21-DA-010 on six (6) parcels of land approximately 18.1 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032167, R366161, R432891, R432892, R336502, and R575954; and more commonly known as 13301 Hero Way West, Leander, Williamson County, Texas.

BACKGROUND:

This request is to assign the Urbana Development Agreement to the new owner. No changes to the terms are proposed.

HISTORY/TIMELINE:

11/07/2002 – Northern portion of tract annexed into the City and assigned temporary zoning
07/22/2021 – Planning & Zoning Commission, 1st Public Hearing
08/19/2021 – City Council, 2nd Public Hearing, and 1st Reading of the Ordinance
09/15/2021 – City Council, Final Reading of the Ordinance

APPLICANT/AGENT:

Zach Hinman, Urban Moment, LLC

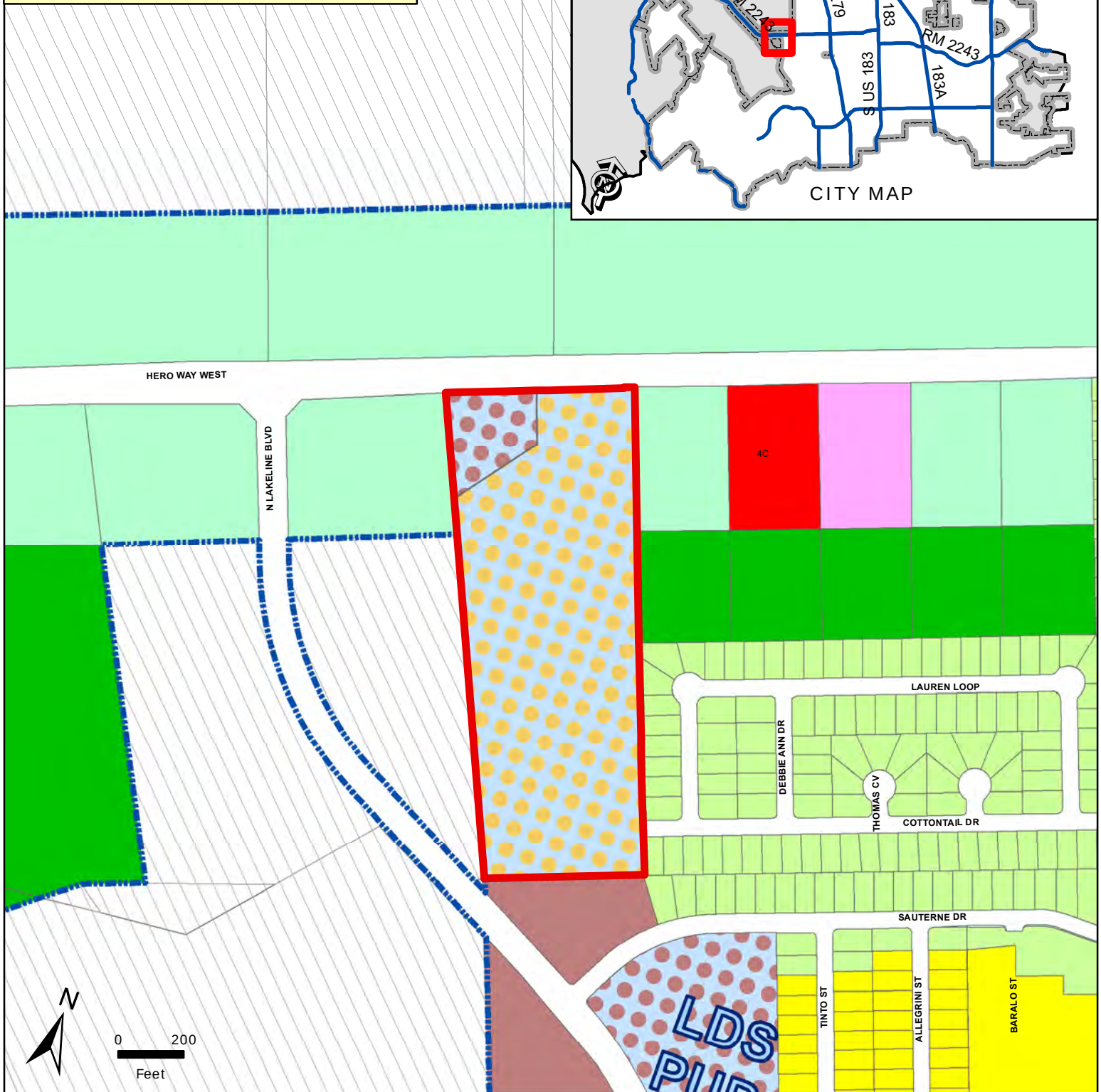
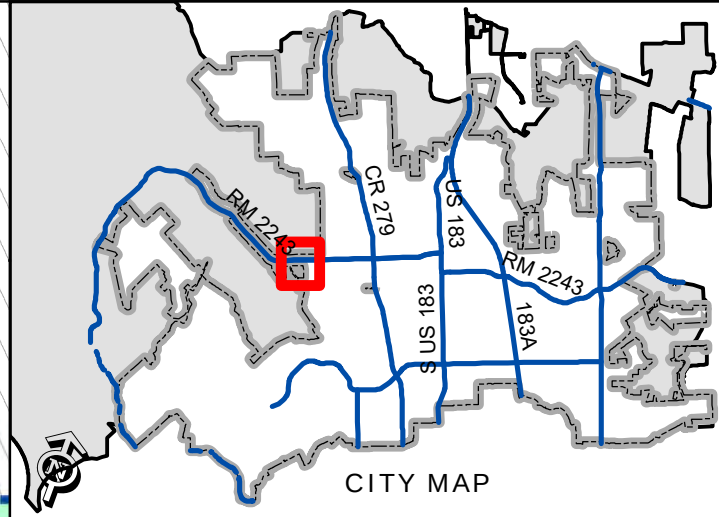
PRESENTER:

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

Attachments

1. Location Map
2. Assignment

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.



DEVELOPMENT AGREEMENT CASE 21-DA-010 Attachment # 1

Location Map
Urbana PUD

- | | | |
|---|---|--|
|  Subject Property |  SFU - Single-Family Urban |  GC - General Commercial |
|  SFR - Single-Family Rural |  SFC - Single-Family Compact |  HC - Heavy Commercial |
|  SFS - Single-Family Suburban |  LC - Local Commercial |  PUD - Local Commercial |

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT FOR
URBANA AT HERO WAY DEVELOPMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT FOR URBANA AT HERO WAY DEVELOPMENT (this “**Assignment**”) is made and entered into as of _____, 2022, by and between Atlantic Urbana Acquisition Company II, LLC, a Delaware limited liability company (“**Assignor**”) and Atlantic Urbana II Hero Way LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

WHEREAS, the City of Leander, Texas, a Texas home rule municipal corporation (“**City**”), Atlantic Urbana Acquisition Company II, LLC, a Delaware limited liability company and its assigns, and 13303 HW Business Center, L.P., a Texas limited partnership, entered into that certain Development Agreement for Urbana at Hero Way Development dated September 16, 2021, recorded under Document No. 2021155665 in the Official Public Records of Williamson County, Texas, and incorporated by reference herein. (the “**Agreement**”), relating to development of a mixed-use project, as more particularly described in the Agreement.

WHEREAS, Assignee is a special purpose entity formed specifically to acquire title to the Residential Property, as defined in the Agreement, and is under common control with Assignor.

WHEREAS, pursuant to Section 5.01(a) of the Agreement, Assignor desires to assign its right, title and interest in, to and under the Agreement to Assignee and Assignee desires to assume such right, title and interest as provided herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The recitals set forth above are hereby incorporated into this Assignment by this reference in their entirety. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

2. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in, to and under the Agreement that are applicable to the ‘Residential Property’ and the “Residential Developer”. Assignee hereby assumes all of Assignor’s obligations in, to and under the Agreement and hereby agrees to perform all of the obligations, duties and responsibilities of the named “Residential Developer” under the Agreement. Pursuant to Section 5.01 of the Agreement, after the effective date of this Assignment, Assignor shall be released from performing the assigned obligations, duties and responsibilities of the “Residential Developer” under the Agreement and from any liability resulting from Assignee’s failure to perform the assigned obligations, duties and responsibilities; notwithstanding the foregoing, Assignor shall not be released from any liability that resulted from an act or omission by Assignor that occurred prior to the effective date of the Assignment. It is expressly acknowledged that this Assignment does not affect the Commercial Property, nor any of the rights, obligations, duties or responsibilities of the Commercial Developer. Accordingly, Commercial Developer shall not be released from any obligations, duties, or Assignment of City Development Agreement

responsibilities applicable to the “Commercial Property” or the “Commercial Developer” under the Agreement. The Commercial Developer, Residential Developer, Assignor, nor Assignee shall not be released from any obligations, duties, or responsibilities under the Agreement nor this Assignment, that survive this Assignment or Agreement. This Assignment is made pursuant to the Agreement and shall be subject in all respects to the terms and provisions thereof. City is a third-party beneficiary of this Assignment and may rely on this Assignment.

3. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. For purposes of this Assignment, any signature transmitted by e-mail (in pdf format) shall be considered to have the same legal and binding effect as any original signature.

4. The Agreement remains in full force and effect and is hereby ratified and confirmed.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

**ATLANTIC URBANA ACQUISITION
COMPANY II LLC,**
a Delaware limited liability company

By: _____
Jim Campbell, President

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared Jim Campbell, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and considerations therein expressed and in his capacity as President of Atlantic Urbana Acquisition Company II LLC, a Delaware limited liability company, on behalf of said limited liability company.

Given under my hand and seal of office this the _____ day of July, 2022.

Notary Public in and for the State of _____
My Commission Expires: _____

[Signatures continue on the following page]

[Signature page to Assignment and Assumption of City Development Agreement]

ASSIGNEE:

ATLANTIC URBANA II HERO WAY LLC,
a Delaware limited liability company

By: _____
Jim Campbell, President

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared Jim Campbell, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and considerations therein expressed and in his capacity as President of Atlantic Urbana II Hero Way LLC, a Delaware limited liability company, on behalf of said limited liability company.

Given under my hand and seal of office this the _____ day of July, 2022.

Notary Public in and for the State of _____
My Commission Expires: _____

[Signature page to Assignment and Assumption of City Development Agreement]

AS CONSENT TO AND APPROVED BY:

CITY OF LEANDER, TEXAS

a Texas home-rule municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

_____, City Secretary

Date: _____

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this _____ day of _____, 2022, by _____, _____ of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

[Signature page to Assignment and Assumption of City Development Agreement]



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Approval of Development Agreement Case 22-DA-035 regarding the Bagdad Gas Station Development Agreement on one (1) parcel of land approximately 1.508 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R476367; and generally located to the southeast of the intersection of W. San Gabriel Parkway and 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 one hundred (100%) percent masonry. Masonry includes stone, brick, stucco, or factory tinted split faced concrete masonry unit.

APPLICANT/AGENT:

Gabriel Leander, LLC

PRESENTER:

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

Attachments

1. Development Agreement

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE BAGDAD GAS STATION**

This Development Agreement Establishing Development Standards for the **Bagdad Gas Station** (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 **Gabriel Leander, 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 1.508 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 a commercial gas station (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 one hundred percent (100%) of the combined exterior surface area of all walls, including all stories of buildings / structures, 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 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 written 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. 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.

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:

Gabriel Leander, LLC
Attn: Mustaqali Momin, Owner
7930 Thaxton Road
Austin, Texas 78747
Travis 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 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: Mustaqali Momin
Title: Owner

THE STATE OF TEXAS
COUNTY OF Travis

§
§

This instrument was acknowledged before me on this 30th day of November, 2022, by Mustaqali Momin, Owner of Gabriel Leander, a Texas limited liability company, on behalf of said company.
LLC.

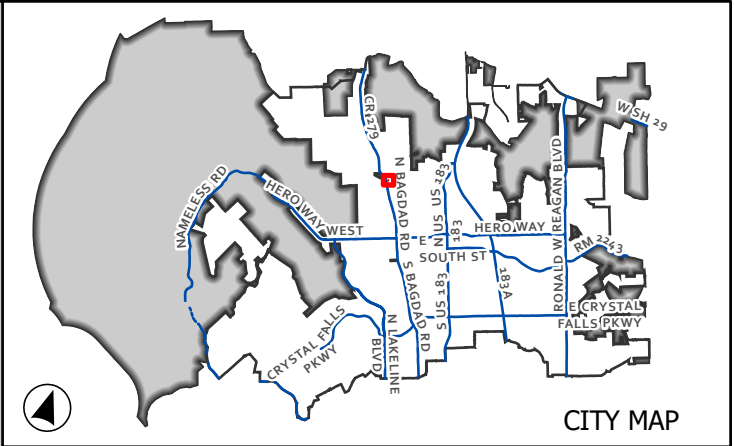
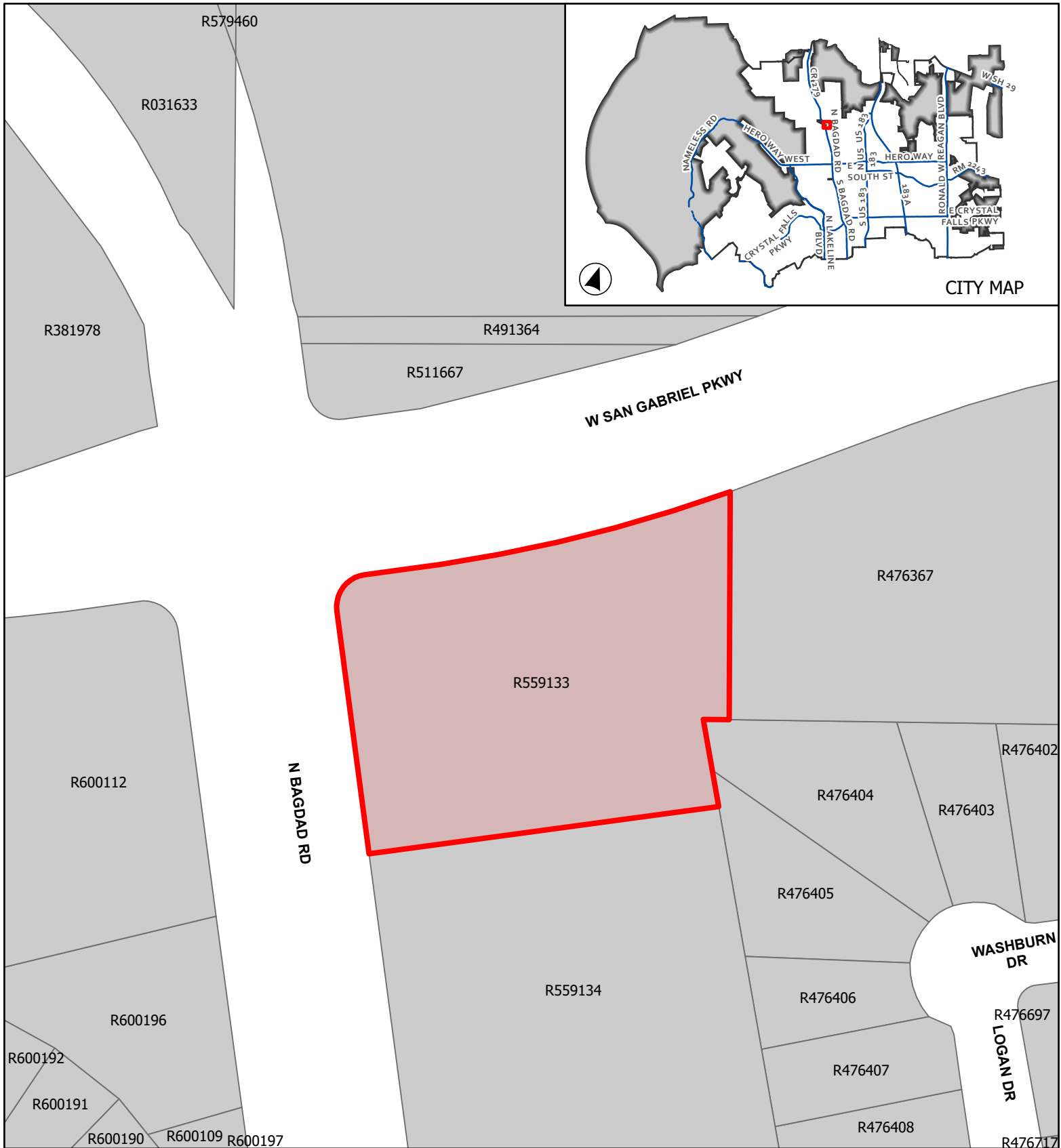
(SEAL)

Notary Public, State of Texas



EXHIBIT “A”

Description of Property



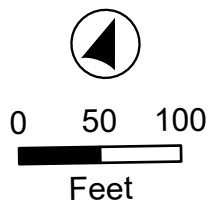
CASE: 22-DA-035

EXHIBIT A

**BAGDAD GAS STATION
MASONRY AGREEMENT**

Location Map

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



- Site Location
- City Limits



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Approval of a Resolution of the City of Leander, Texas accepting a petition for the B Twisted Annexation Case 22-A-005 regarding the voluntary annexation of 12.402 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R605507; and generally located approximately 3,000 feet to the west of intersection of Bagdad Road and CR 281; on the south side of CR 281, Leander, Williamson County, Texas.

BACKGROUND:

This resolution commences the voluntary annexation of 12.402 acres $\pm$ as described above. The resolution sets the public hearing for January 5, 2023 and the readings of the ordinance for January 5, 2023 and January 19, 2023. 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. Approval of this item does not approve the annexation.

This resolution was originally approved in October, due to a notification error a new resolution and schedule are required.

APPLICANT/AGENT:

B Twisted, LLC

PRESENTER:

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

Attachments

1. Petition
2. Services Agreement
3. Location Map
4. Schedule
5. Resolution

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 12.402 acres, more or less, in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the written agreement regarding the provision of services attached hereto as **Exhibit “B”**.

SECTION THREE: Acknowledges executing and entering into the agreement, attached hereto as **Exhibit "B"**, and that such agreement is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and to publish notice and hold the requisite public hearing thereon, in accordance with the applicable laws of the State of Texas.

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

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

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

Petitioners:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

(SEAL)

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

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

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

(SEAL)

Notary Public - State of Texas

Exhibit “A”

SUBJECT PROPERTY DESCRIPTION +/- 12.402 ACRES

BEING a 12.402 acre tract of land in Williamson County, Texas, situated in the Benjamin Owen Payn Survey, Abstract No. 508 in Williamson County, Texas, and being all of a called 12.396 acre tract of land conveyed to B Twisted, LLC, in Document No. 2020069304, of the Official Public Records of Williamson County, 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 B Twisted, LLC (“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 subjects property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

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

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

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

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

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

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

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

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

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the

Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Williamson County, Texas.

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

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

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

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Richard Beverlin, III, City Manager

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

By: _____

Name (print): _____

Title: _____

Date: _____

Subject Property Description

+/- 12.402 ACRES

BEING a 12.402 acre tract of land in Williamson County, Texas, situated in the Benjamin Owen Payn Survey, Abstract No. 508 in Williamson County, Texas, and being all of a called 12.396 acre tract of land conveyed to B Twisted, LLC, in Document No. 2020069304, of the Official Public Records of Williamson County, Texas.

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 B Twisted, LLC, a Texas limited liability company (“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”); and

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective; and

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

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

WHEREAS, the infrastructure provided for herein and that are existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will provide municipal services to the subject property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service

levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the 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.

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):

B TWISTED, LLC

By: _____

Name (print): _____

Title: _____

Date: _____

By: _____

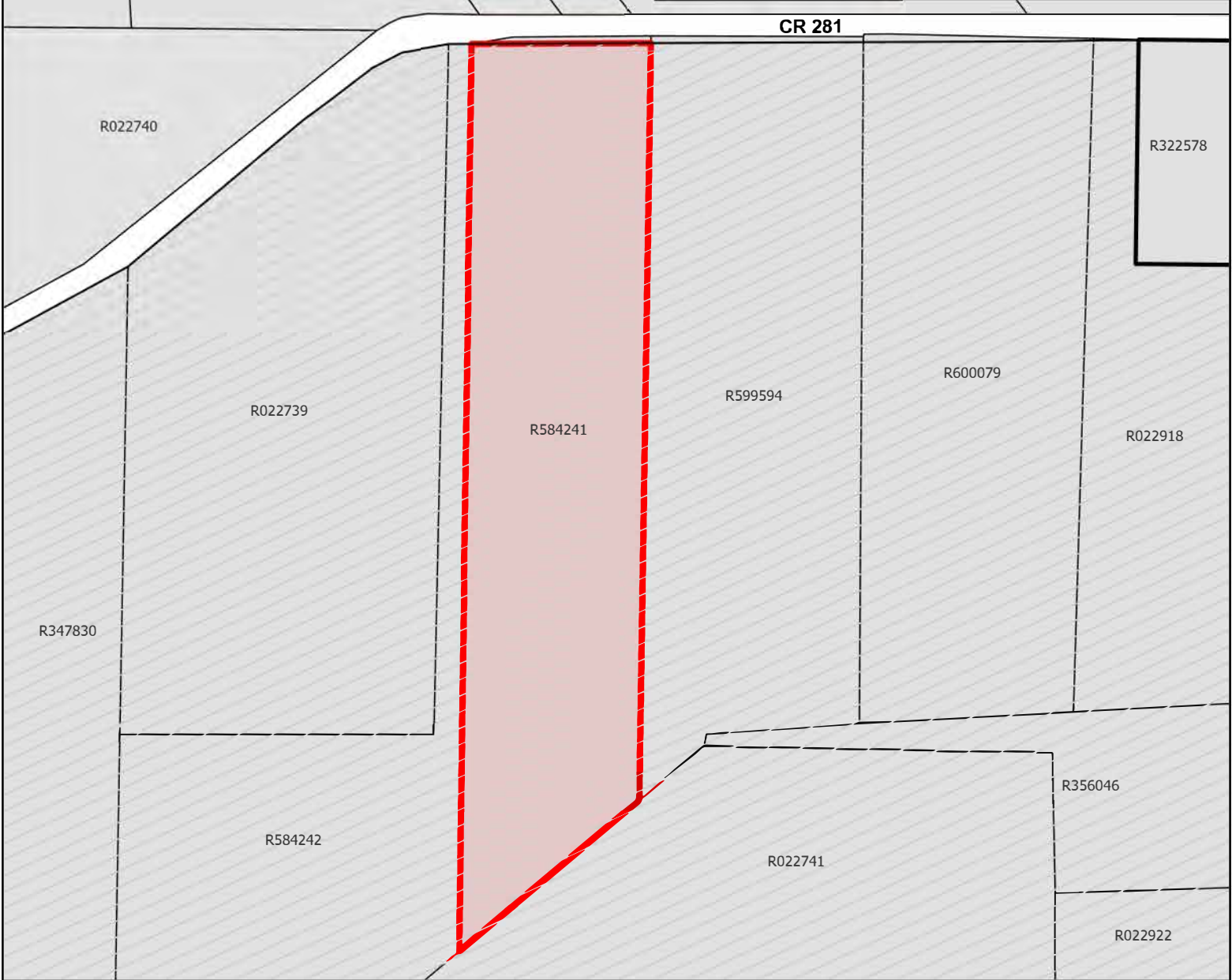
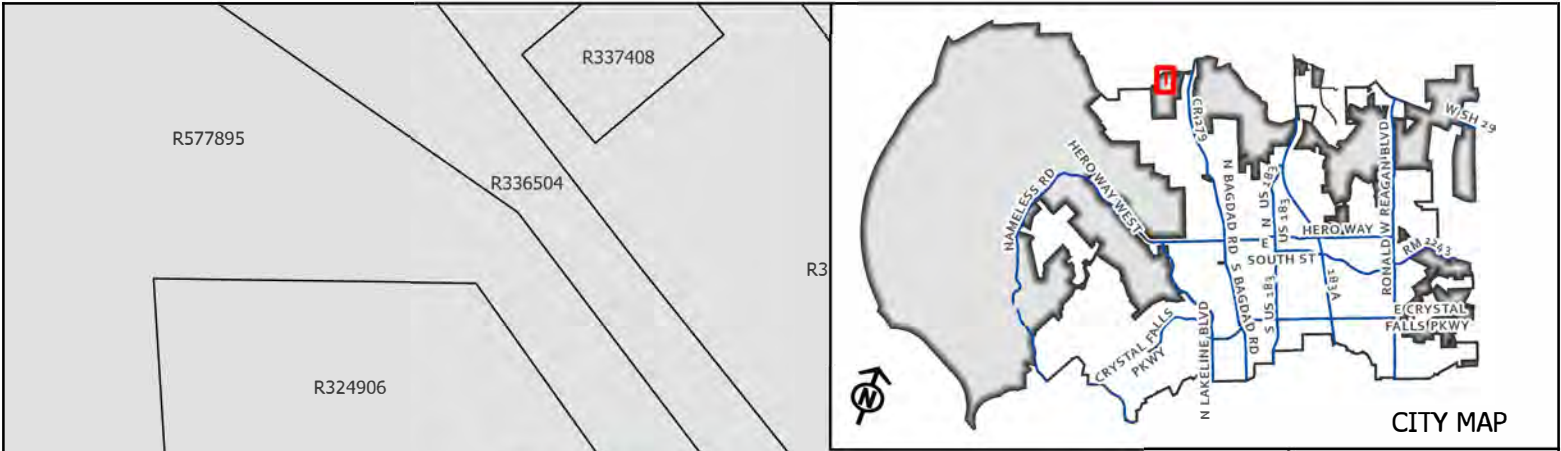
Name (print): _____

Title: _____

Date: _____

Subject Property Description

BEING a 12.402 acre tract of land in Williamson County, Texas, situated in the Benjamin Owen Payn Survey, Abstract No. 508 in Williamson County, Texas, and being all of a called 12.396 acre tract of land conveyed to B Twisted, LLC, in Document No. 2020069304, of the Official Public Records of Williamson County, Texas.



CASE: 22-A-005 **ATTACHMENT #3** **B TWISTED**

Location Map

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

0 135 270
Feet

- Subject Area
- Leander City Limits
- ETJ

Schedule for Voluntary Annexation
B TWISTED 12.402 Acres, Less and Except any Property Already Annexed into the City of Leander

DATE	ACTION/EVENT	LEGAL AUTHORITY
Monday, December 15th, 2022* Tuesday, December 6th, 2022 – Council packet deadline	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - AND SETS A PUBLIC HEARING FOR THURSDAY, JANUARY 5TH, 2023.	Loc. Gov't Code, §43.0671
Thursday DECEMBER 22, 2022 * Publish notice of Public Hearing. & Send notice to school district and to each public entity. [Noon, Friday, DECEMBER 16, 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), 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, JANUARY 5, 2023*	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, JANUARY 5, 2023 Tuesday, October 25 th 2022 – Council packet deadline	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Loc. Gov't Code, §43.0673

Thursday, JANUARY 19th, 2023 Or at a special called meeting after the First Reading; Or within 90 days of First Reading. Tuesday, JANUARY 10, 2023 – 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.**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 12.402 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, (hereinafter, the “City”), a home-rule City, for annexation of said property, more particularly described herein (hereinafter, the “subject property”), into the City limits; and

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

WHEREAS, after review and consideration of such requests and petition for annexation from the owners of the subject property, the City Council finds that the subject property may be annexed pursuant to §43.0671 of the *Local Government Code*; and

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

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

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

Section 2. Proceedings. The petition for annexation 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 12.402 acres, more or less, located in Williamson County, Texas, being more particularly described in recorded in Document No. 2020069304 of the Official Public Records of Williamson County, Texas, and being more particularly shown and described in the **Exhibit “A”** attached hereto and incorporated herein for all purposes.

A public hearing has been set for the date of **January 5, 2023**. 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

BEING a 12.402 acre tract of land in Williamson County, Texas, situated in the Benjamin Owen Payn Survey, Abstract No. 508 in Williamson County, Texas, and being all of a called 12.396 acre tract of land conveyed to B Twisted, LLC, in Document No. 2020069304, of the Official Public Records of Williamson County, 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 B Twisted, LLC, a Texas limited liability company (“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”); and

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective; and

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

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

WHEREAS, the infrastructure provided for herein and that are existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties

currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will provide municipal services to the subject property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned “SFR-1-B” with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the 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 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):

B TWISTED, LLC

By: _____

Name (print): _____

Title: _____

Date: _____

By: _____

Name (print): _____

Title: _____

Date: _____

Subject Property Description

BEING a 12.402 acre tract of land in Williamson County, Texas, situated in the Benjamin Owen Payn Survey, Abstract No. 508 in Williamson County, Texas, and being all of a called 12.396 acre tract of land conveyed to B Twisted, LLC, in Document No. 2020069304, of the Official Public Records of Williamson County, Texas.



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Approval of Amendment 2 to Task Order GBA-003 with George Butler Associates, Inc. (GBA), for additional professional services to repeat the flow and rainfall monitoring relating to Inflow and Infiltration Study (CIP WW.47) in the amount of \$83,066.50 for a total contract amount of \$259,326.50; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Capital Improvements Program (CIP) Project WW.47 Study for Inflow and Infiltration will provide a comprehensive plan to address Inflow and Infiltration (I/I) removal from the sanitary sewer collection system. The comprehensive plan will be completed in three (3) phases. Task Order No. GBA-003 includes the first two (2) phases of this study with the third phase incorporating the results of Phases 1 and 2 to perform a more detailed investigation and testing of the areas recommended.

However, due to lack of rain in spring and extended drought in 2022, flow and rainfall gauges did not collect sizable data for conducting the intended I/I analysis. This resulted in inconclusive findings. Therefore, it is recommended to re-monitor the flow and rainfall in the year 2023 to accurately identify I/I within the City's wastewater collection system. Proposed Amendment 2 will allow GBA to re-monitor flow and rainfall and perform all needed analysis and associated tasks as described on the attached amended scope of services.

Funds for the project were established and budgeted for only the original scope amount. The Public Works, CIP and Finance Departments have coordinated on the availability of the needed additional \$83,066.50 for re-monitoring. As Fund 27 (Utility CIP – unrestricted) is currently fully obligated at this time, CIP has proposed to re-allocate the additional needed funds from the future Brushy Creek Interceptor CIP project in order to move the I/I Project ahead. Finance and Public Works agrees with the recommendation.

HISTORY/TIMELINE:

10/12/2021 - Task Order GBA-003 was approved by Council for professional services to provide a comprehensive plan to address Inflow and Infiltration (I/I) removal from the sanitary sewer collection system in the amount of \$161,400.00 for Phase 1 and 2 of the comprehensive plan.

01/13/2022 - Amendment 1 to Task Order GBA-003 was approved by Department Director for evaluation of wastewater line capacities of North Brushy Creek Wastewater Main in the amount of \$14,820.00.

APPLICANT/AGENT:

George Butler Associates, Inc.

RECOMMENDATION:

Staff recommends and respectfully requests approval of Amendment 2 to Task Order GBA-003 with George Butler Associates, Inc. (GBA), Inc. in the amount of \$83,066.50; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

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

Amount requested: \$83,066.50

Approved in current budget (Yes / No): Yes

Expenditure (New / Amended): New

Recurring or one-time: One-time

Fund source (Operating / Utility / etc.): Utility

Attachments

1. GBA Leander II Task Order 3 Amendment 2

**TASK ORDER FOR PROFESSIONAL SERVICES
TASK ORDER NO. GBA-003
AMENDMENT NO. 2**

This will constitute authorization by the City of Leander, Texas (Owner), for Jay Engineering Company, Inc., (Engineer) to proceed with the following described engineering services.

**PROFESSIONAL SERVICES FOR
COMPREHENSIVE PLAN FOR I/I ASSESSMENT AND REDUCTION,
GROWTH ANALYSIS AND CAPACITY MODELING – 2021
SANITARY SEWER EVALUATION STUDY PHASED APPROACH**

A. PROJECT DESCRIPTION

The City of Leander has requested George Butler Associates, Inc. perform professional services described in the Proposal dated August 20, 2021, and additional services as described in this Amendment.

B. AMENDED SCOPE OF SERVICES

In addition to the original Scope of Services, dated August 20, 2021, George Butler Associates, Inc. will perform the following tasks:

- Repeat flow monitoring at 13 locations and rainfall monitoring at 3 locations for a period of 90 days from September 1, 2022 to November 30, 2022. This time period can be adjusted if requested by the City.
- Additional project management and administration for the duration of the flow monitoring and analysis.
- Preparation of GIS databases containing information pertaining to the 13 flow meters and 3 rain gauges.
- Data analysis of flow and rainfall monitoring data to determine the extent and intensity of inflow and infiltration in the City's sanitary sewer system.
- Preparation of a final report to present the findings of flow and rainfall monitoring and analysis. This will include recommendations of next steps, rehabilitation focus areas, and other pertinent information.

C. DELIVERABLES

George Butler Associates, Inc. will provide deliverables as described in the Scope of Services Section of the Proposal dated August 20, 2021, and this Amendment.

D. BASIS OF COMPENSATION

Compensation for the work shall be increased from \$176,260 by \$83,066.50 to \$259,326.50. The Owner shall make payments to the Engineer on a monthly billing basis in accordance with the Proposal dated August 20, 2021, and this Amendment.

TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services in the shortest length of time possible, not exceeding 12 months, unless otherwise agreed.

APPROVED:

CITY OF LEANDER, TEXAS

By: _____

Title: _____

Attest: _____

Date: _____

ACCEPTED:

GEORGE BUTLER ASSOCIATES, INC.

By: Frank T. Phelan

Title: Senior Associate

Attest: Kirsti Albueski

Date: November 22, 2022

EXHIBIT A

SCOPE OF SERVICES

It is expressly understood and agreed by the parties hereto that it is the intention of this Agreement to provide for furnishing engineering services for the subject project:

LEANDER, TX

COMPREHENSIVE PLAN FOR I/I ASSESSMENT AND REDUCTION, NEXT PHASE - 2022

The City of Leander, Texas (CITY) has identified the need to remove sources of Inflow and Infiltration from the sanitary sewer system.

The project will: collect sanitary sewer flow information that will be analyzed to determine the levels of rainfall-induced inflow and infiltration (I&I) and provide recommendations for the next steps of determining precise locations of the I&I sources. The ultimate goal of this project and the next phases will be to provide rehabilitation plans for public and private I&I source removal.

The Scope of Services for this Project is organized into four (4) major Task Series:

Task Series 100 – Project Management and Administration

Task Series 200 – Field Investigations

Task Series 300 – GIS Database Preparation and Data Entry

Task Series 400 – Data Analysis and Recommendations

TASK SERIES 100 – PROJECT MANAGEMENT AND ADMINISTRATION

100. Project Management and Administration. Provide the management functions required to successfully complete the project, including project correspondence with the Client; Kick-off meeting consultation with the Client's staff; supervision and coordination of services, and a quality control/assurance; scheduling and assignment of personnel resources, monitoring of work progress and invoicing for the work performed. ENGINEER shall prepare and distribute minutes of progress meetings with the Client including action items.

This project is anticipated to take 150 days to complete. A total of three (3) monthly progress meetings are anticipated as part of this project.

TASK SERIES 200 – FIELD INVESTIGATIONS

200. Field Investigations. The ENGINEER shall collect, compile, and evaluate pertinent and available data from the Client.

Field investigations will be completed which include:

- flow monitoring at 13 locations for a period of up to 90 days using Teledyne ISCO 2150 AV Sensors
 - o Up to 160 site visits are included in the budget which include site investigation, install, maintenance, troubleshooting, and removal visits for the 13 flow meters and three (3) rain gauges.

- rainfall monitoring at THREE (3) location for a period of up to 90 days using Teledyne ISCO Tipping Bucket Rain Gauge.

The flow and rainfall monitoring is anticipated to be from September 1, 2022 through November 30, 2022 unless otherwise mutually agreed upon by CITY and ENGINEER. Flow meter analysis will be performed using Microsoft Excel spreadsheets developed and owned by the ENGINEER. Raw flow meter and rainfall data will be provided to the CITY as requested.

TASK SERIES 300 – GIS DATABASE PREPARATION AND DATA ENTRY

300. GIS Database Preparation and Data Entry. Based on the results of Task 200 ENGINEER shall develop, or modify the existing, GIS database structures and shapefiles for the purpose of mapping the data. Data to be mapped shall include:

- flow and rainfall monitoring locations
- sewer lines and areas suspected to be draining to each flow monitoring location

ENGINEER shall meet with representatives of the CITY to review the completed mapping and databases. ENGINEER shall provide electronic files in shapefile or file geodatabase formats for the CITY's use in updating the CITY's GIS.

TASK SERIES 400 – DATA ANALYSIS AND RECOMMENDATIONS

400. Data Analysis and Recommendations. Based on work completed in Tasks 200 and 300 ENGINEER shall perform analysis of the existing data to identify general locations of inflow and infiltration; to quantify inflow and infiltration (I&I) volumes and flows. The results will be used to determine additional field investigations that can be conducted to further narrow down possible I&I source locations.

ENGINEER shall deliver a final report to the CITY in three (3) hardcopy and ONE (1) pdf formats.

ENGINEER shall be available to present the project and recommendations at a City Council meeting.

ASSUMPTIONS

Assets selected for inspection will be made accessible to the ENGINEER by the CITY.

ADDITIONAL SERVICES

Field investigations to resolve data discrepancies or acquire additional data beyond the hours provided for in Task 200.

Survey services for acquisition of location and elevation information.

Design services related to recommended improvements identified in Task 200 and/or Task 400.

Services related to the modification of existing databases and/or creation of new databases for the purpose of future data collection.

FEE SCHEDULE

FIRMS				TASK TOTAL \$	TASK TOTAL HRS	GBA		Gary	Frank	Daria	Doug	Jacob	Victor	Ben	Tyler	Nick	Kristin	Direct	GBA	Mileage	2150	Rain	Manhole		
						TASK TOTAL \$	TASK TOTAL HRS	Principal	Senior Assoc.	Senior AES	Project Leader	Senior Tech	Senior Tech	Senior Tech	Staff AES	Field Tech 2	Admin. Assistant	Expense	Direct Expenses (Total)	(\$/mi)	(\$/day)	(\$/day)	(\$/day)		
								\$290	\$248	\$180	\$195	\$155	\$155	\$155	\$125	\$100	\$95			\$1	\$15	\$5	\$100		
TASK 100 - ADMINISTRATION																									
1.1 Contract Maintenance				\$5,316	32	\$5,316	32	0	4.5	15	0	6	0	0	0	0	6	\$0	\$0	0	0	0	0		
1.2 Kickoff Meeting				\$2,034	13	\$2,034	13	1	1	1.5	1	1.25	1	1	0	1	4.5	\$0	\$0	0	0	0	0		
1.3 Progress Meetings				\$3,455	23	\$3,455	23	0	3	5	0	4	3	0	0	0	9	\$0	\$0	0	0	0	0		
Task 1 Hours					74		74	1	9	21	1	11	4	1	0	1	26			0	0	0	0		
Task 1 Fee				\$11,376		\$11,376		\$290	\$2,108	\$3,780	\$195	\$1,705	\$620	\$155	\$0	\$100	\$2,423	\$0	\$0	\$0	\$0	\$0	\$0		
TASK 2 - FIELD INVESTIGATIONS																									
2.1 Review Existing Data, Prepare for Field Investigations				\$2,074	15	\$2,074	15	0	0.5	0	0	2	2	8	0	4	0	\$0	\$0	0	0	0	0		
2.2 Flow and Rainfall Monitoring				\$60,270	240	\$60,270	240	0	0	0	0	88	88	8	56	0	0	\$24,750	\$24,750	0	1,440	270	18		
Mileage				\$800	-	\$800	-	0	0	0	0	0	0	0	0	0	0	\$800	\$800	0	0	0	0		
Task 2 Hours					255		255	0	1	0	0	90	90	14	56	4	0			0	1,440	270	18		
Task 2 Fee				\$63,144		\$63,144		\$0	\$124	\$0	\$0	\$13,950	\$13,950	\$2,170	\$7,000	\$400	\$0	\$25,550	\$25,550	\$0	\$21,600	\$1,350	\$1,800		
TASK 3 - GIS DATABASE PREPARATION AND DATA ENTRY																									
3.1 Develop GIS Database and Shapefiles				\$1,860	12	\$1,860	12	0	0	0	0	0	12	0	0	0	0	\$0	\$0	0	0	0	0		
3.2 Transfer GIS Databases and Shapefiles to City and Review Meeting				\$1,470	9	\$1,470	9	0	0	3	0	0	3	3	0	0	0	\$0	\$0	0	0	0	0		
Task 3 Hours					21		21	0	0	3	0	0	15	3	0	0	0			0	0	0	0		
Task 3 Fee				\$3,330		\$3,330		\$0	\$0	\$540	\$0	\$0	\$2,325	\$465	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
TASK 4 - DATA ANALYSIS AND RECOMMENDATIONS																									
4.1 Flow and Rainfall Data Analysis				\$4,185	27	\$4,185	27	0	0	0	0	0	0	27	0	0	0	\$0	\$0	0	0	0	0		
4.2 Develop Final Report and Submit				\$0	-	\$0	-	0	0	0	0	0	0	0	0	0	0	\$0	\$0	0	0	0	0		
4.3 Present Findings to Council				\$992	4	\$992	4	0	4	0	0	0	0	0	0	0	0	\$0	\$0	0	0	0	0		
Mileage				\$40	-	\$40	-	0	0	0	0	0	0	0	0	0	0	\$40	\$40	40	0	0	0		
Task 4 Hours					31		31	0	4	0	0	0	0	0	0	0	0			40	0	0	0		
Task 4 Fee				\$5,217		\$5,217		\$0	\$992	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40	\$40	\$40	\$0	\$0	\$0		
TOTAL LABOR HOURS					381		381	1	13	24	1	101	109	18	56	5	26			40	1,440	270	18		
TOTAL FEE				\$83,067		\$83,067		\$290	\$3,224	\$4,320	\$195	\$15,655	\$16,895	\$2,790	\$7,000	\$500	\$2,423	\$25,590	\$25,590	\$40	\$21,600	\$1,350	\$1,800		
SUMMARY BY FIRM																									
GBA				\$83,067	380.5	% TOTAL \$	100.0%																		
TOTAL LABOR HOURS					380.5		100.0%																		
TOTAL FEE				\$83,066.50			100.0%																		



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Approval of a contract by and between Atmos Energy Corporation and the City of Leander to extend a six (6")-inch gas main twenty-five hundred (2,500') feet along W. Broade Street and N. Brushy Street for a total cost of \$100,000.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Old Town is currently not served by a natural gas line; thus, requiring business owners to operate off propane. Atmos Energy Corporation has agreed to extend a six (6")- inch gas main that is twenty-five hundred (2,500') feet along W. Broade Street and N. Brushy Street. Atmos Energy Corporation has agreed to absorb some of the cost of the initial extension as they expect to recover remaining project costs from future users. This is a budgeted item and the City will pay \$100,000.00 up front as compensation.

This extension will allow both new and existing Old Town businesses to operate off natural gas rather than propane.

HISTORY/TIMELINE:

Construction will begin once proper permitting and approvals from the City are obtained. The project should take about six to eight (6-8) weeks to complete.

APPLICANT/AGENT:

Atmos Energy Corporation

RECOMMENDATION:

Approval of an agreement with Atmos Energy Corporation for the budgeted Natural Gas Line Extension project.

PRESENTER:

Ashley Lunde, Interim Director Economic Development

Fiscal Impact

Amount requested: \$100,000.00

Approved in current budget (Yes / No): Yes

Expenditure (New / Amended): \$100,000.00

Recurring or one-time: One Time

Fund source (Operating / Utility / etc.): CIP

Attachments

1. Atmos Natural Gas Agreement
2. Exhibit A - Location Map

GAS MAIN EXTENSION CONTRACT Project No. 080.80106
COMMERCIAL FORM (NON-REFUNDABLE)

Atmos Energy Corporation, ("Company") and City of Leander ("Applicant"), whose address is a home-rule municipality in Williamson County, Texas whose address is 105 N. Brushy St., Leander, Texas 78641, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Company will extend a 6-inch gas main approximately 2,500 feet along W Broad St. and N Brushy St. in Leander, Texas (the "Project") to service a development known as *Old Town Leander Development*, at a cost of approximately \$500,000.00. The approximate route of the Project is shown on Exhibit "A," attached and made a part hereof. The portion of the Project along the western end of W Broad St and the south section of N Brushy St. will be approximately 500 feet. Applicant agrees to fund a portion of the N. Brushy St. line. Company expects to recover remaining Project costs from future users.
2. Upon execution of this Contract Applicant will pay to Company \$100,000.00 upfront as compensation for the portion along the western end of W Broad St and the south section of N Brushy St. that will be approximately 500 feet, without any right to credits or refunds, except as otherwise provided herein. Applicant's financial obligations under this Contract shall be paid from current funds.
3. Company's obligation to construct the Project is subject to applicable provisions of Applicant's Code of Ordinances, applicable statutes, and regulations of the State of Texas, rules and regulations of other governmental authorities and to any delay occasioned by force majeure or events or conditions of whatever nature, which are reasonably beyond Company's control. Applicant understands that Company will not be obligated or required to construct the Project prior to the construction of projects covered by contracts and authorizations that were entered into by Company prior to the date of execution of this Contract (the "Effective Date"), the construction of projects required to be constructed by the provisions of Company's franchise or construction or repair required to maintain existing service. Applicant will satisfy all of the conditions of this Contract and provide Company with access to the Project site within 30 days from the Effective Date, or Company may, at its option, cancel this Contract and return Applicant's payment without interest. Thereafter, neither party will have any obligation hereunder.
4. Unless the Project is to be located entirely within public rights-of-way under or adjacent to existing streets or alleys, Company will not be obligated to commence construction of the Project, or after it has commenced, to continue construction of the Project in areas outside of existing public rights-of-way, unless and until: i) Applicant has caused the rights-of-way for the Project to be clearly staked on the ground, cleared of all surface obstructions of any kind and either reduced to final grade or staked with reference grade stakes (in which case, Applicant will provide Company with complete cut and fill plans) and; ii) all necessary rights-of-way have been furnished to Company free of charge through easements on the Company's standard form, utility easements or public rights-of-way that will be dedicated upon final platting of the Project. Applicant and Company will coordinate the trenching activity related to the Project with the installation of other underground utility systems. Applicant will be responsible for any landscape restoration work required after Company has completed the Project.
5. If any pavement, sidewalk or other obstruction is constructed along or across the route of the Project subsequent to the date of the survey on which costs incurred hereunder are based, and such obstruction will result in an increase in cost to Company in the construction of the Project, then Company may, at its option, cancel this Contract, and return Applicant's cash deposit without interest. Thereafter, neither party will have any obligation hereunder.
6. Company may terminate this Agreement at any time if, in Company's sole discretion, it determines that the Project is no longer economically or technologically feasible. If Company so terminates the Agreement, Company will return Applicant's payment, less any amounts expended by Company for the Project, and thereafter, neither party will have any further obligations hereunder.
7. Title to the Project, including appurtenances, connections thereto and extensions thereof, and including the right to use, operate and maintain the same, will forever be and remain exclusively and unconditionally vested in Company, its successors and assigns.
8. Applicant will be responsible for any additional construction costs incurred by Company because of Applicant's failure to perform any of the obligations required of Applicant under this Contract.
9. **THIS CONTRACT WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, IRRESPECTIVE OF ANY CONFLICT OF LAWS PROVISIONS. VENUE FOR DISPUTES ARISING FROM THIS CONTRACT SHALL BE IN A COURT OF PROPER JURISDICTION IN WILLIAMSON COUNTY, TEXAS.**

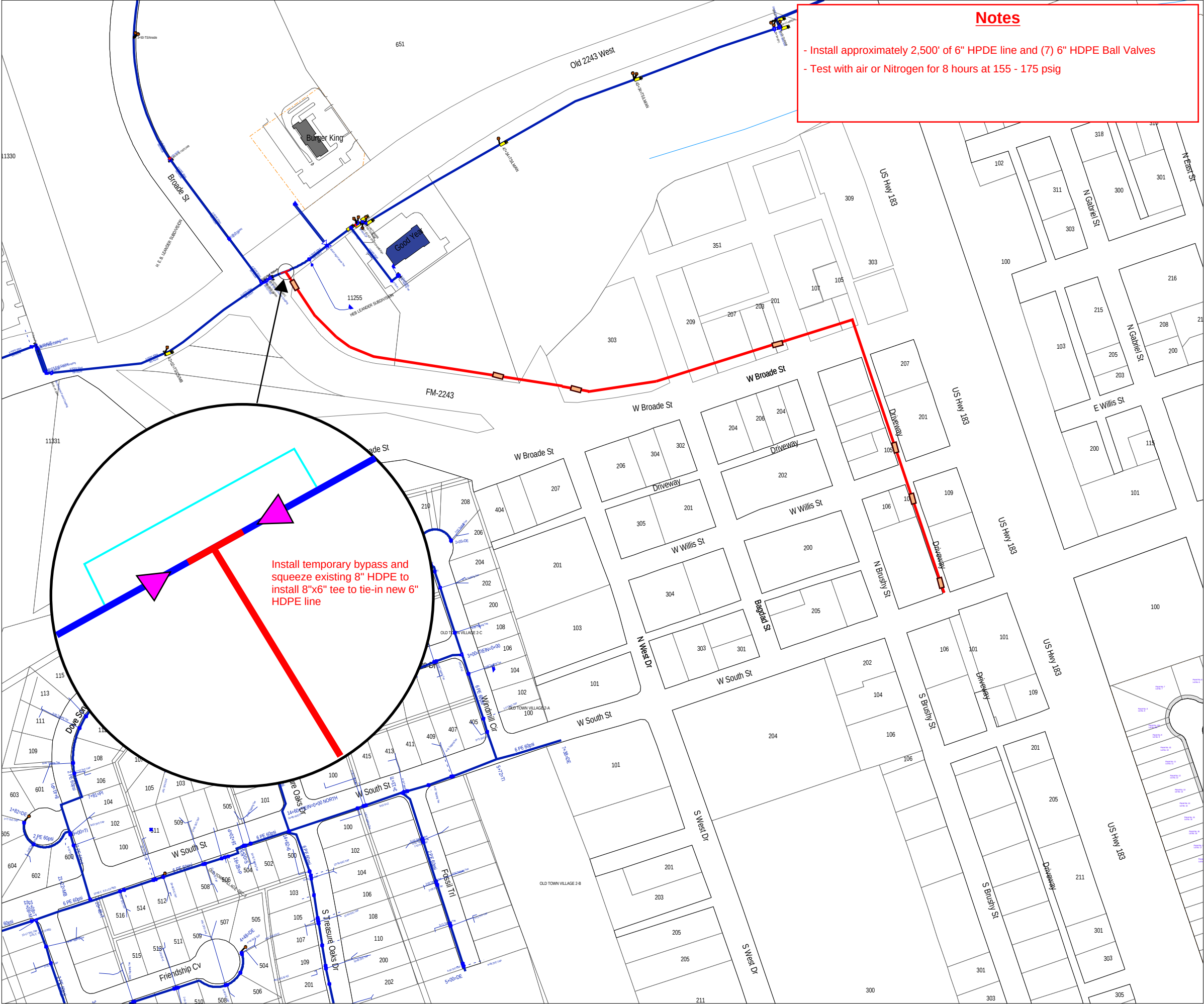
10. This Contract constitutes the final expression of agreement between the parties and parol or extrinsic evidence is inadmissible to explain, vary or contradict the express terms of this Contract.

City of Leander

By: _____
Printed Name: _____
Title: _____
Date: _____

Atmos Energy Corporation

By: _____
Printed Name: _____
Title: _____
Date: _____



Notes

- Install approximately 2,500' of 6" HDPE line and (7) 6" HDPE Ball Valves
- Test with air or Nitrogen for 8 hours at 155 - 175 psig

Legend

- 6" HDPE
- 6" HDPE Ball Valve



GAS CONSTRUCTION PRINT



PROJECT NO. _____

SHEET 1 OF 1

DATE 10/05/2022

PROJECT MANAGER _____ 100

PHONE _____ MAP # _____

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PROJECT NAME Old Town Leander - Gas Service

CUSTOMER _____

ADDRESS _____

LOCATION _____



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Approval of Amendment 5 to Task Order BGE-1 with BGE, Inc. for supplemental engineering services in the amount of \$95,500.00 for a total contract amount of \$477,500.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Due to the continued need for Engineering Staff, and lack of suitable candidates, Staff reached out to BGE, Inc. for engineering support in August 2021. BGE provided a proposal to supplement City staff by providing engineering support at our location to assist in reviewing plan submissions. The proposal in the amount of \$47,750.00, and the subsequent four (4) amendments, have since expired. We currently have vacancies for two (2) additional engineers on staff.

BGE has submitted Amendment 5 to Task Order BGE-1 in a not-to-exceed amount of \$95,500.00 to continue providing staffing support for engineering plan reviews. Funding for this contract comes from unspent salaries due to vacancies in the department.

HISTORY/TIMELINE:

08/11/2021 - Task Order No. 1 for \$47,750.00 approved by city manager, allowed per purchasing policy
11/18/2021 - Council approved Amendment 1 for \$47,750.00
02/07/2022 - Council approved Amendment 2 for \$95,500.00
05/19/2022 - Council approved Amendment 3 for \$95,500.00
08/04/2022 - Council approved Amendment 4 for \$95,500.00

RECOMMENDATION:

Staff recommends approval of Amendment 5 to Task Order BGE-1, increasing the budget by \$95,500.00, and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Emily D. Truman, PE, CFM, PMP, City Engineer

Fiscal Impact

Amount requested: \$95,500.00

Approved in current budget (Yes / No): Yes

Expenditure (New / Amended): Amended

Recurring or one-time: One-time

Fund source (Operating / Utility / etc.): Operating

Attachments

1. Amendment 5 to Task Order BGE-1

TASK ORDER FOR PROFESSIONAL SERVICES

Amendment 5 to TASK ORDER BGE-1

This Task Order is issued pursuant to that Professional Services Agreement (Agreement) between the City of Leander, Texas (Owner) and BGE, Inc. (Engineer) effective 8/11/2021 and constitutes authorization by Owner, for Engineer to proceed with the following described engineering services.

General Engineering Support Services

A. PROJECT DESCRIPTION

The scope of the Agreement is to provide professional engineering services required for Engineer to perform project support for the Owner in an on-call capacity. Professional services may include reviewing submittals for compliance with City codes and criteria; researching, analyzing, and providing technical recommendations; planning; generating plans, specifications and estimates; and providing general consulting services in the areas identified herein.

B. SCOPE OF SERVICES

BGE Inc. will provide design services as described in the attached Scope of Services.

C. DELIVERABLES

BGE Inc. will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for the General Engineering Support Services shall be based on an hourly rate as defined in the Hourly Rate Table. We propose to perform this work on an hourly basis not to exceed \$95,500.00 without prior authorization. City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. Services will be provided on an as-needed basis.

BGE Inc. will begin work as soon as authorized and as services are requested.

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title: City Manager

Attest _____

Date _____

ACCEPTED:

BGE, INC.

By Brian D. Rice

Title Director

Attest Elise Bull

Date 11/28/2022

TASK ORDER NO. _____

Page 2 of 4

SCOPE OF SERVICES

BGE, Inc. (BGE) will provide staff to support the City of Leander (City) with general engineering services. Specific tasks will include, but are not limited to, the following:

- Review of plat, site development and site plan applications for residential and commercial development to verify compliance with the City's Unified Development Code and other applicable regulatory documents;
- Review of public improvement projects including studies, analyses and construction plans for infrastructure projects (including, but not limited to, water, wastewater, utilities, drainage, traffic and transportation);
- Modeling support for water, wastewater, drainage, and transportation systems to evaluate existing and future developments;
- Preparation of technical memorandums and reports to support requests by the City Engineer;
- Consulting services for the planning, analysis, design or construction administration services of public infrastructure projects.

These services will be provided to the City on an as-needed basis. This can include providing staff to be co-located within the City's Engineering Department offices.

ASSUMPTIONS:

- The Engineer will provide staff support at the City's offices, when requested.
- The Engineer will provide a laptop, computer screens, keyboard, etc. for the staff to be co-located at the City's offices.
- The City will provide access to the City's Engineering Department computer network, as needed.
- Mileage will be compensated as a reimbursable expense at IRS rates for travel to the City offices, project sites etc. Mileage to the City offices based on the distance from the BGE North Austin office.

COMPENSATION

The hourly fee schedule is provided below. All compensation will be on an hourly, not to exceed, basis in accordance with the terms of the Professional Services Agreement.

Professional Staff	Hourly Bill Rate	Example Staff
ENG I (EIT I)	\$105	Layne Perry
ENG II (EIT II)	\$120	Daniel Lacour
ENG III (EIT III)	\$130	Lizzie Wilson
Sr. Engineering Technician	\$135	Shana Dollery, Melody Strozewski
ENG IV (Project Engineer I)	\$145	Brittany Johs-Gori, Niki Lambrou
ENG V (Project Engineer II)	\$160	Thomas Pharr, Ted Schneider
ENG VI (Sr. Engineer I)	\$180	Eren Ulusoy,
ENG VI (Sr. Engineer II, PM)	\$220	Stacey Gould, Greg Calkins, Shawn Spivey
ENG VII (Sr. Engineer III, Sr. PM)	\$240	Francisco Arce, John Colquhoun
ENG VIII (Principal / Director)	\$260	Roman Grijalva, Brian Rice

Note: Billing Rates are subject to adjustments annually in January of each year.



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Approval of a third extension for waiver of Article 8.04, Noise, Section 8.04.001(a) (11) to Cadence McShane Construction in the hours of construction work to begin at 3:00 a.m. through March 31, 2023, for construction activities for the Blockhouse Creek Farms project site located on 14951 Ronald Reagan. The contractor will post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.

BACKGROUND:

On October 10, 2022 Cadence McShane Construction requested Council approval for construction activities to begin at 3:00 a.m. from October 12 through October 25 (weather dependent), for concrete pours at the Blockhouse Creek Farms site. Due to construction conflicts out of their control they were not able to finish the concrete pours by October 25.

During the November 3 City Council meeting Cadence McShane Construction requested a time extension to December 4. The pours were not completed; and they are requesting additional time to finish these construction activities after hours. They would like to extend the date to March 31, 2023.

Cadence McShane Construction will make every attempt to notify the residents and tenants in Hazlewood and Leander Junction Apartments that are adjacent to the jobsite, and they will post forty-eight (48)- hour notices before the construction activity in and around the property.

HISTORY/TIMELINE:

10/10/2022 - Council approval of Noise Ordinance Variance

11/03/2022 - Council approval of Noise Ordinance Variance Extension

APPLICANT/AGENT:

Cadence McShane Construction

RECOMMENDATION:

Staff recommends approval for an extension to the variance of the City's Noise Ordinance for construction activities as described in the attached request from Cadence McShane Construction for the Blockhouse Creek Farms Job site.

PRESENTER:

Daniel Grimsbo, Executive Director of Infrastructure

Attachments

1. Noise Variance Extension Blockhouse Creek Farms

Concrete Pours for construction activity Engineering 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.)

Construction Activity concrete pours for building slabs and garages

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

Light towers, Concrete pump trucks, skid steers, concrete trucks

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 will have all backup alarms turned off so not to disturb neighbors, will give 48-hour notice to all surrounding neighbors and apartments. Will use spotters instead of alarms

Engineering Department
Temporary Noise Variance Application

Project Address: __14951 Ronald Reagan __ OR Location: _____

Description of Work:

Building new apartment complex and will be doing concrete pours for building slabs and garage slabs

In the fields below, please enter the start date and time 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: December 15, 2022_____ Start Time: _3am_____

Finish Date: _March 31, 2023_____ Finish Time: ___5pm_____

Applicant Information:

Name: Daniel Lucas __ Company Cadence McShane Construction Position: __Superintendent__

Address: _14951 Ronald Reagan Phone: _281-204-5440 E-mail:dlucas@cadencemcshane.com

Contractor Information:

Name: _Same as Above __ Company _____ Position: _____

Address: _____ Phone: _____ E-mail: _____



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Approval of Amendment 2 with PGAL for Engineering Services to reinitialize the project, updating all design to current code compliance, re-permitting through the City and State, and rebidding the Senior Activity Center (CIP P.6), in the amount of \$163,450.00, for a total contract amount of \$638,650.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

PGAL was hired under proposed project P.6 for design, engineering, and construction administration services for the new Senior Activity Center. The Professional Services Agreement was approved by City Council on September 7, 2017, in the amount of \$467,200.00.

The project went to bid, as Solicitation #S19-022, with nine (9) bids received on February 13, 2020. The lowest qualified base bid was \$5,049,000.00, which was above the original budget of \$3,820,000.00. Efforts were taken to find additional funds and research options. Amendment No. 1, in the amount of \$8,000.00, was approved on August 6, 2020 to research and evaluate a second site adjacent the City Library on Bagdad Road. Subsequently, it was determined that the best site was the original Municipal Drive site. Additional funds of \$2,180,000.000 were added in September 2022 for the FY 2023 budget.

After a period of inactivity the project was approved to restart in April 2022. In response, PGAL has submitted Amendment #2, additional services request, in the amount of \$163,450.00, increasing the original base contract amount of \$467,200.00, along with Amendment #1, to a total contract amount of \$638,650.00, to bring the older documents up to compliance with current code requirements, to provide for an additional bid, and to match construction administration service costs to current inflated market prices.

HISTORY/TIMELINE:

09/07/2017 - Council approval to hire PGAL for \$467,200.00
02/13/2020 - Nine (9) bids received for Solicitation #S19-022 with the lowest qualified base bid of \$1,229,000.00 above original budget
08/06/2020 - Council approval of Amendment No. 1 for \$8,000.00 to analyze alternate site
04/21/2022 - City Council approval to move forward with construction of Senior Activity Center at the original Municipal Drive site
05/04/2022 - City requested PGAL to restart project and bring construction documents up to current compliance
09/01/2022 - \$2,180,000.000 was adopted in FY23 annual budget
10/10/2022 - Approval of revised FY23 CIP project plan and budget

APPLICANT/AGENT:

PGAL

RECOMMENDATION:

Staff recommends approval of Amendment No. 2 to PGAL, for project P.6, in the amount of \$163,450.00, for a new total contract amount of \$638,650.00, and authorize the City Manager to execute all appropriate documentation.

PRESENTER:

Tony Bettis, PMP, CIP Project Manager

Fiscal Impact

Amount requested: \$163,450
Approved in current budget (Yes / No): Yes
Expenditure (New / Amended): Amended
Recurring or one-time: one-time
Fund source (Operating / Utility / etc.): 503-01-8225 CIP

Attachments

1. Professional Services Agreement
2. Amendment 1 to Services Agreement
3. Amendment 2 to Services Agreement



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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 7th day of September in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Leander
Leander City Hall
200 W. Willis St.
Leander, Texas 78641

and the Architect:
(Name, legal status, address and other information)

Pierce Goodwin Alexander & Linville, Inc.
3030 LBJ Freeway, Suite 1220
Dallas, Texas 75234
Telephone Number: 972-871-2225

for the following Project:
(Name, location and detailed description)

City of Leander Senior Recreation Center
Municipal Drive, Leander, Texas
The project includes community engagement, programming, design and construction administration for a new Senior Recreation Center for the City of Leander to be located on a 3.5 +/- acre, City-owned property at the northeast corner of Municipal Drive and Northern Trail.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The Owner's budget for the Cost of Work is \$3,700,000.

The initial information for this Project was established by the Owner's issuance in April 2017 of a Request for Qualifications for Planning, Architectural and Engineering Services for a Combined Senior Center and Head Start Childhood Development Center (RFQ #S17-040) (the "RFQ"), as well as the Architect's submittal of a Statement of Qualifications in response, dated May 5, 2017 (the "Response"). The basic information contained therein is still valid with the exception that the Owner has decided that the Head Start Childhood Development Center will not be part of the Program. The final Program will be established as the Architect leads the Project Team and City advisory group through a series of stakeholder discussions. This effort will include community engagement, senior citizen forums, discussions with allied organizations, and city staff input and interaction. The RFQ and the Response are incorporated herein for all purposes; provided that the Parties acknowledge and agree that the Head Start Childhood Development Center will not be part of the Program. In the event of a conflict among this Agreement, the RFQ, and the Response, the Agreement shall control. In the event of a conflict between the RFQ and the Response, the RFQ shall control.

The Owner's schedule goals are as follows:

Complete the programming & conceptual design by the end of 2017

Complete design and construction documents by August 2018

Bidding Phase in September - October 2018

Init.

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User Notes:

(811878967)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

November 2018

.2 Substantial Completion date:

November 2019

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by competent architects practicing in the same or similar locality under the same or similar circumstances and professional license, and Architect shall require any subconsultants providing services under this Agreement to exercise the same standard of care. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Refer to attached Exhibit A - Certificate of Insurance. The City shall be named as an additional insured on the general liability policy.

.2 Automobile Liability

Refer to attached Exhibit A - Certificate of Insurance

.3 Workers' Compensation

Refer to attached Exhibit A - Certificate of Insurance

.4 Professional Liability

Refer to attached Exhibit A - Certificate of Insurance

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Construction Contract (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Construction Contract and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner for preliminary review and approval at approximately 60% completion and 90% completion and for final review and approval at 100%, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive

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bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction or the contract for construction and general conditions in the form approved by the City (the "Construction Contract"). If the Owner and Contractor modify AIA Document A201–2007 or the Construction Contract, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Construction Contract and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Owner and Architect agree that the Architect's Newforma Project Web Site shall be utilized during the Construction Phase for the purposes of hosting and managing project communication and documentation to include

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such functions as Correspondence, Meeting Minutes, Proposal Requests, RFI's, Submittals, Drawing and Specification hosting, etc.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, or as the person designated to perform such functions in the Construction Contract, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

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§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect, with the Owner's consent, may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	Exhibit B – Programming Tasks
§ 4.1.2 Conceptual Design Charrette	Architect	Included in Basic Services. See Section 4.2
<i>(Row deleted)</i>		
§ 4.1.3 Measured drawings	Not Applicable	
§ 4.1.4 Existing facilities surveys	Not Applicable	
§ 4.1.5 Site Evaluation and Planning	Architect	Included in Basic Services. See Section 4.2
§ 4.1.6 Building Information Modeling	Architect	Included in Basic Services. See Section 4.2
§ 4.1.7 Civil engineering	Architect	See Exhibit C
§ 4.1.8 Landscape design	Architect	See Exhibit D
§ 4.1.9 Architectural Interior Design (B252™–2007)	Architect	Included in Basic Services
§ 4.1.10 Value Analysis (B204™–2007)	Architect	Included in Basic Services. See Section 4.2
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™–2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Architect	Included in Basic Services
§ 4.1.15 As-Constructed Record drawings	Contractor	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Applicable	
§ 4.1.19 Coordination of Owner's consultants	Architect	Included in Basic Services. See Section 4.2
§ 4.1.20 Telecommunications/data design	Architect	Included in Basic Services. See Section 4.2
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22 Commissioning (B211™–2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	

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§ 4.1.24	LEED® Certification (B214™–2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Applicable	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Architect	Section 4.2

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.2.1 Conceptual Design Charrette: Following approval of the Program, we will hold a design charrette (a participatory, actual design session) with the City Project Team and other stakeholders if desired. This would take 2-3 hours. We will provide a "kit of parts" (program space cutouts to scale) and a site/building plan at the same scale, and engage them in the actual design of a new center. This is an incredible learning tool for all participants – staff, stakeholders and architects alike! It will allow the Project Team to set priorities, make compromises, and help determine a number of critical adjacency relationships, public/private separation issues, operational strategies, relative location of spaces, etc.

This will give us a great foundation to work with as we refine the results into a more specific floor plan and 3D design. And it will create a depth of understanding and buy-in by the Project Team that perhaps could be obtained in no other way.

After refining the work accomplished during the charrette into multiple conceptual site/floor plan options, we will again meet with the City's Project Team to present those alternatives. In a workshop setting, we will compare the benefits and liabilities of each option so that you will be able to make informed decisions about the concepts that will serve you best. If necessary, we will develop subsequent options for your review and approval. Thereafter, we will further refine and finalize the selected scheme.

§ 4.2.2 Site Evaluation and Planning: The Architect will gather and review background materials, site plans, master plans, studies, surveys, utilities, and other pertinent information regarding the one proposed Municipal Drive project site. Our team, including civil engineer and landscape architect, will visit and analyze the site to evaluate conditions, opportunities and constraints. We will prepare graphic site analysis describing our observations and the site's unique features as they pertain to the siting of the new facility.

§ 4.2.3 Building Information Modeling: The Project will be designed utilizing Building Information Modeling (BIM) software. BIM shall be limited to overall building massing indicative of area, height, orientation and materials modeled in three dimensions or represented by other data and its use is restricted to the Architect and its Consultants for the purposes of internal coordination and conceptual presentation to the Owner. No other party may rely on the accuracy of the 3D Model for purposes beyond conceptual representation. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk.

§ 4.2.4 Value Analysis: The Architect and its consultants will endeavor to evaluate the relative costs of various systems and materials used in the project. Detailed or exhaustive value analysis services will not be provided.

§ 4.2.5 Coordination of Owner's consultants: The Architect will coordinate its services with those services provided by the Owner or the Owner's consultants, but will not provide project management for such services.

§ 4.2.6 Telecommunications/data design: Architect shall develop and furnish programming and specification for locations of voice/data system drops. Design will be limited to the infrastructure required to allow for future installation of structured cabling systems by the Owner.

§ 4.2.7 Furniture, Furnishings, and Equipment Design: During Design, alternate FFE layouts will be proposed and reviewed with the Owner. Once the furniture and equipment layout is finalized, the Architect will assist the Owner in the selection and specification of the required FF&E specific items including materials, fabrics and colors. The Architect will assist the Owner in the procurement of the FF&E items through the use of approved buy-lists such as TXMAS or similar.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with

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this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .6 Preparation for, and attendance at, a public presentation, meeting or hearing, except as required in the Basic Services and Additional Services set forth in Sections 4.1 and 4.2;
- .7 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Evaluation of the qualifications of bidders or persons providing proposals;
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .10 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier, excluding the inspections required by Section 4.3.3 and review of payment requests for the Contractor.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Thirty-two (32) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

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§ 4.3.4 If the services covered by this Agreement have not been completed within Thirty-two (32) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Construction Contract, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Construction Contract with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Construction Contract.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.13 The Owner and the Architect agree that this is a one of a kind Project that constitutes a number of unique variables including but not limited to the site and setting, local environment, the context, program, budget, stakeholders involved, the set of consultants and team assembled, the Contractor, jurisdiction, timeframe, etc. Increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the Architect; therefore, the final design and construction costs of the project may exceed the estimated or bid cost. The Owner agrees to set aside a reserve in the amount of 5% of the cost of the Project as a Contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or its consultants with respect to any increased costs within the Contingency because of such changes or because of claims made by the Contractor relating to such changes.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction, use, or maintenance for the Project. If this Agreement is terminated, the Owner is permitted to authorize other similarly credentialed design professionals to reproduce, and where permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for the purposes of completing, using and maintaining the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction or the Construction Contract. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

(Paragraphs deleted)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for reasonable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted, as reasonably appropriate and agreed upon by the Parties.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Construction Contract

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information; provided that Architect acknowledges and agrees that Owner is subject to Chapter 551, Texas Government Code (the "Texas Open Meetings Act") and Chapter 552, Texas Government Code (the "Texas Public Information Act") and that Owner's disclosure of Architect's information marked "confidential" or "business proprietary" in accordance with the Texas Open Meetings Act or the Texas Public Information Act will not constitute a violation of this Agreement.

§ 10.9 In accordance with requirements of the Texas Board of Architectural Examiners (TBAE), the Architect makes the following Statement of Jurisdiction: "The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas". The Board may be contacted as follows: 1) By mail: Texas Board of Architectural Examiners, P.O. Box 12337 Austin, TX 78711-2337; 2) In person: 333 Guadalupe, Suite 2-350 Austin, TX 78701-3942; 3) By telephone: 512/305-9000; 4) By fax: 512/305-8900; or 5) Via website: www.tbae.state.tx.us.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Two hundred ninety-five thousand, five hundred dollars (\$295,500.00)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Programming:	\$19,500.00
Civil Engineering: (\$85,500 x 1.15%)	\$98,325.00
Landscape Architecture: (\$32,500 x 1.15%)	\$37,375.00
Furniture, Furnishings & Equipment Services:	\$17,000.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

On an hourly basis at current hourly rates, or by lump sum as mutually determined.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty-five	percent (	25	%)
Construction Documents Phase	Thirty	percent (	30	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
(Row deleted)				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit E - PGAL (TX) Hourly Rate Schedule 2017

(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;

- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the actual expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

To be mutually negotiated

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date, that are not subject to dispute by Owner in accordance with Chapter 2251, Texas Government Code, shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

The rate of interest authorized by Chapter 2251, Texas Government Code.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 By entering into an agreement with the City, the Architect verifies that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

12.2 INDEMNIFICATION. Architect hereby expressly agrees to indemnify, protect and hold harmless Owner, its officials and employees and its agents and agents' employees, from and against all claims, suits, demands, costs, causes of action, loss, damage and liability of every kind and nature, including reasonable attorney's fees, costs and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent that is caused by or results from any act of negligence, intentional tort, intellectual property infringement, error or omission of the Architect or any of its subconsultants and/or subcontractors in connection with the performance of services under this Agreement, or failure to pay a subcontractor or supplier committed by Architect or Architect's agent, subconsultant under contract, or another entity over which the Architect exercises control; provided, however, the Architect shall not be responsible for the negligence of any other party, other than its subconsultants and/or subcontractors. This

provision shall survive termination and/or completion of this Agreement.

12.3 All subconsultants shall have licenses and other qualifications or certifications required to perform the services under this Agreement and shall be reasonably experienced and qualified to perform such services. Consultant shall require subconsultants to maintain commercially reasonable professional liability, commercial general liability and other appropriate insurance.

ARTICLE 13 SCOPE OF THE AGREEMENT

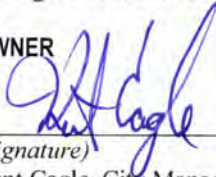
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 Exhibit A - Certificate of Insurance.
- .3 Exhibit B – Programming Phase Tasks
- .4 Exhibit C – Civil Engineering Proposal from Garza EMC, dated 8/28/17
- .5 Exhibit D – Landscape Architecture Proposal from Coleman & Associates, dated 8/15/17
(Paragraphs deleted)
- .6 Exhibit E - PGAL (TX) Hourly Rate Schedule 2017

This Agreement entered into as of the day and year first written above.

OWNER

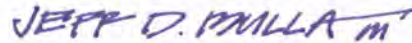


(Signature)

Kent Cagle, City Manager

(Printed name and title)

ARCHITECT



(Signature)

Jeff Bulla, AIA, LEED AP, Principal

(Printed name and title)

Init.

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User Notes:

(811878967)

Additions and Deletions Report for AIA® Document B101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:43:28 on 09/07/2017.

PAGE 1

AGREEMENT made as of the 7th day of September in the year 2017

...

City of Leander
Leander City Hall
200 W. Willis St.
Leander, Texas 78641

...

Pierce Goodwin Alexander & Linville, Inc.
3030 LBJ Freeway, Suite 1220
Dallas, Texas 75234
Telephone Number: 972-871-2225

...

City of Leander Senior Recreation Center
Municipal Drive, Leander, Texas
The project includes community engagement, programming, design and construction administration for a new Senior Recreation Center for the City of Leander to be located on a 3.5 +/- acre, City-owned property at the northeast corner of Municipal Drive and Northern Trail.

PAGE 2

§ 1.1 This Agreement is based on the Initial Information set forth in this ~~Article 1 and in optional Exhibit A, Initial Information- Article:~~

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The Owner's budget for the Cost of Work is \$3,700,000.

The initial information for this Project was established by the Owner's issuance in April 2017 of a Request for Qualifications for Planning, Architectural and Engineering Services for a Combined Senior Center and Head Start Childhood Development Center (RFQ #S17-040) (the "RFQ"), as well as the Architect's submittal of a Statement of Qualifications in response, dated May 5, 2017 (the "Response"). The basic information contained therein is still valid with the exception that the Owner has decided that the Head Start Childhood Development Center will not be part of the Program. The final Program will be established as the Architect leads the Project Team and City advisory group through a series of stakeholder discussions. This effort will include community engagement, senior

citizen forums, discussions with allied organizations, and city staff input and interaction. The RFQ and the Response are incorporated herein for all purposes; provided that the Parties acknowledge and agree that the Head Start Childhood Development Center will not be part of the Program. In the event of a conflict among this Agreement, the RFQ, and the Response, the Agreement shall control. In the event of a conflict between the RFQ and the Response, the RFQ shall control.

The Owner's schedule goals are as follows:
Complete the programming & conceptual design by the end of 2017
Complete design and construction documents by August 2018
Bidding Phase in September - October 2018

PAGE 3

November 2018

...

November 2019

...

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by competent architects practicing in the same or similar locality under the same or similar circumstances; circumstances and professional license, and Architect shall require any subconsultants providing services under this Agreement to exercise the same standard of care. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

...

Refer to attached Exhibit A - Certificate of Insurance. The City shall be named as an additional insured on the general liability policy.

...

Refer to attached Exhibit A - Certificate of Insurance

...

Refer to attached Exhibit A - Certificate of Insurance

...

Refer to attached Exhibit A - Certificate of Insurance

PAGE 5

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Construction Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Construction Contract for Construction and Specifications and may include bidding requirements and sample forms.

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, Owner for preliminary review and approval at approximately 60% completion and 90% completion and for final review and approval at 100%, advise

the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

PAGE 6

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for ~~Construction~~. ~~Construction or the contract for construction and general conditions in the form approved by the City (the "Construction Contract").~~ If the Owner and Contractor modify AIA Document A201–2007, ~~A201–2007 or the Construction Contract,~~ those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

...

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Construction Contract ~~for Construction~~ and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Owner and Architect agree that the Architect's Newforma Project Web Site shall be utilized during the Construction Phase for the purposes of hosting and managing project communication and documentation to include such functions as Correspondence, Meeting Minutes, Proposal Requests, RFI's, Submittals, Drawing and Specification hosting, etc.

PAGE 7

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, or as the person designated to perform such functions in the Construction Contract, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

PAGE 8

§ 3.6.5.1 The ~~Architect~~ Architect, with the Owner's consent, may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

PAGE 9

§ 4.1.1	Programming (B202™–2009)	Architect	Exhibit B – Programming Tasks
§ 4.1.2	Conceptual Design Charrette	Architect	Included in Basic Services. See Section 4.2
§ 4.1.2	Multiple preliminary designs		
§ 4.1.3	Measured drawings	Not Applicable	
§ 4.1.4	Existing facilities surveys	Not Applicable	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Architect	Included in Basic Services. See Section 4.2
§ 4.1.6	Building Information Modeling (E202™–2008)	Architect	Included in Basic Services. See Section 4.2
§ 4.1.7	Civil engineering	Architect	See Exhibit C
§ 4.1.8	Landscape design	Architect	See Exhibit D
§ 4.1.9	Architectural Interior Design (B252™–2007)	Architect	Included in Basic Services
§ 4.1.10	Value Analysis (B204™–2007)	Architect	Included in Basic Services. See Section 4.2
§ 4.1.11	Detailed cost estimating	Not Provided	
§ 4.1.12	On-site Project Representation (B207™–2008)	Not Provided	

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User Notes:

(811878967)

§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Architect	Included in Basic Services
§ 4.1.15	As-Constructed Record drawings	Contractor	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Applicable	
§ 4.1.19	Coordination of Owner's consultants	Architect	Included in Basic Services. See Section 4.2
§ 4.1.20	Telecommunications/data design	Architect	Included in Basic Services. See Section 4.2
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Applicable	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Architect	Section 4.2

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§ 4.2.1 Conceptual Design Charrette: Following approval of the Program, we will hold a design charrette (a participatory, actual design session) with the City Project Team and other stakeholders if desired. This would take 2-3 hours. We will provide a "kit of parts" (program space cutouts to scale) and a site/building plan at the same scale, and engage them in the actual design of a new center. This is an incredible learning tool for all participants – staff, stakeholders and architects alike! It will allow the Project Team to set priorities, make compromises, and help determine a number of critical adjacency relationships, public/private separation issues, operational strategies, relative location of spaces, etc.

This will give us a great foundation to work with as we refine the results into a more specific floor plan and 3D design. And it will create a depth of understanding and buy-in by the Project Team that perhaps could be obtained in no other way.

After refining the work accomplished during the charrette into multiple conceptual site/floor plan options, we will again meet with the City's Project Team to present those alternatives. In a workshop setting, we will compare the benefits and liabilities of each option so that you will be able to make informed decisions about the concepts that will serve you best. If necessary, we will develop subsequent options for your review and approval. Thereafter, we will further refine and finalize the selected scheme.

§ 4.2.2 Site Evaluation and Planning: The Architect will gather and review background materials, site plans, master plans, studies, surveys, utilities, and other pertinent information regarding the one proposed Municipal Drive project site. Our team, including civil engineer and landscape architect, will visit and analyze the site to evaluate conditions, opportunities and constraints. We will prepare graphic site analysis describing our observations and the site's unique features as they pertain to the siting of the new facility.

§ 4.2.3 Building Information Modeling: The Project will be designed utilizing Building Information Modeling (BIM) software. BIM shall be limited to overall building massing indicative of area, height, orientation and materials modeled in three dimensions or represented by other data and its use is restricted to the Architect and its Consultants for the purposes of internal coordination and conceptual presentation to the Owner. No other party may rely on the accuracy of the 3D Model for purposes beyond conceptual representation. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk.

§ 4.2.4 Value Analysis: The Architect and its consultants will endeavor to evaluate the relative costs of various systems and materials used in the project. Detailed or exhaustive value analysis services will not be provided.

§ 4.2.5 Coordination of Owner's consultants: The Architect will coordinate its services with those services provided by the Owner or the Owner's consultants, but will not provide project management for such services.

§ 4.2.6 Telecommunications/data design: Architect shall develop and furnish programming and specification for locations of voice/data system drops. Design will be limited to the infrastructure required to allow for future installation of structured cabling systems by the Owner.

§ 4.2.7 Furniture, Furnishings, and Equipment Design: During Design, alternate FFE layouts will be proposed and reviewed with the Owner. Once the furniture and equipment layout is finalized, the Architect will assist the Owner in the selection and specification of the required FF&E specific items including materials, fabrics and colors. The Architect will assist the Owner in the procurement of the FF&E items through the use of approved buy-lists such as TXMAS or similar.

PAGE 11

- ~~.5~~ ~~Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- ~~.6~~ ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.7~~ ~~.6~~ ~~Preparation for, and attendance at, a public presentation, meeting or hearing; hearing, except as required in the Basic Services and Additional Services set forth in Sections 4.1 and 4.2;~~
- ~~.8~~ ~~.7~~ ~~Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
- ~~.9~~ ~~.8~~ ~~Evaluation of the qualifications of bidders or persons providing proposals;~~
- ~~.10~~ ~~.9~~ ~~Consultation concerning replacement of Work resulting from fire or other cause during construction; or~~
- ~~.11~~ ~~.10~~ ~~Assistance to the Initial Decision Maker, if other than the Architect.~~

...

- ~~.6~~ ~~To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier-earlier, excluding the inspections required by Section 4.3.3 and review of payment requests for the Contractor.~~

...

- ~~.1~~ ~~Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor~~
- ~~.2~~ ~~Thirty-two (32) visits to the site by the Architect over the duration of the Project during construction~~
- ~~.3~~ ~~Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- ~~.4~~ ~~Two (2) inspections for any portion of the Work to determine final completion~~

§ 4.3.4 If the services covered by this Agreement have not been completed within Thirty-two (32) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 5.11 Before executing the ~~Contract for Construction~~, Construction Contract, the Owner shall coordinate the Architect's duties and responsibilities set forth in the ~~Construction Contract for Construction~~ with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the ~~Contract for Construction~~. Construction Contract.

...

§ 5.13 The Owner and the Architect agree that this is a one of a kind Project that constitutes a number of unique variables including but not limited to the site and setting, local environment, the context, program, budget,

stakeholders involved, the set of consultants and team assembled, the Contractor, jurisdiction, timeframe, etc. Increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the Architect; therefore, the final design and construction costs of the project may exceed the estimated or bid cost. The Owner agrees to set aside a reserve in the amount of 5% of the cost of the Project as a Contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or its consultants with respect to any increased costs within the Contingency because of such changes or because of claims made by the Contractor relating to such changes.

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§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. ~~If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~ construction, use, or maintenance for the Project. If this Agreement is terminated, the Owner is permitted to authorize other similarly credentialed design professionals to reproduce, and where permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for the purposes of completing, using and maintaining the Project.

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§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for ~~Construction~~ Construction or the Construction Contract. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

...

[☒] Litigation in a court of competent jurisdiction

[☐] Other (Specify)

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§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for reasonable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably ~~adjusted~~ adjusted, as reasonably appropriate and agreed upon by the Parties.

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§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Construction Contract ~~for Construction~~.

...

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information; provided that Architect acknowledges and agrees that Owner is subject to Chapter 551, Texas Government Code (the "Texas Open Meetings Act") and Chapter 552, Texas Government Code (the "Texas Public Information Act") and that Owner's disclosure of Architect's information marked "confidential" or "business proprietary" in accordance with the Texas Open Meetings Act or the Texas Public Information Act will not constitute a violation of this Agreement..

§ 10.9 In accordance with requirements of the Texas Board of Architectural Examiners (TBAE), the Architect makes the following Statement of Jurisdiction: "The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas". The Board may be contacted as follows: 1) By mail: Texas Board of Architectural Examiners, P.O. Box 12337 Austin, TX 78711-2337; 2) In person: 333 Guadalupe, Suite 2-350 Austin, TX 78701-3942; 3) By telephone: 512/305-9000; 4) By fax: 512/305-8900; or 5) Via website: www.tbae.state.tx.us.

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Two hundred ninety-five thousand, five hundred dollars (\$295,500.00)

...

Programming:	\$19,500.00
Civil Engineering: (\$85,500 x 1.15%)	\$98,325.00
Landscape Architecture: (\$32,500 x 1.15%)	\$37,375.00
Furniture, Furnishings & Equipment Services:	\$17,000.00

...

On an hourly basis at current hourly rates, or by lump sum as mutually determined.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15.00 %), or as otherwise stated below:

...

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Design Development Phase	<u>Twenty-five</u>	percent (	<u>25</u>	%)
Construction Documents Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

...

Exhibit E - PGAL (TX) Hourly Rate Schedule 2017

Employee or Category	Rate
-----------------------------	-------------

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- .8 ~~Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense~~ Expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

...

- .10 Site office expenses; and
~~.11~~—Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the actual expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

...

To be mutually negotiated

...

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~—~~) days after the invoice date Thirty (30) days after the invoice date, that are not subject to dispute by Owner in accordance with Chapter 2251, Texas Government Code, shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

%—The rate of interest authorized by Chapter 2251, Texas Government Code.

...

12.1 By entering into an agreement with the City, the Architect verifies that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

12.2 INDEMNIFICATION. Architect hereby expressly agrees to indemnify, protect and hold harmless Owner, its officials and employees and its agents and agents' employees, from and against all claims, suits, demands, costs, causes of action, loss, damage and liability of every kind and nature, including reasonable attorney's fees, costs and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent that is caused by or results from any act of negligence, intentional tort, intellectual property infringement, error or omission of the Architect or any of its subconsultants and/or subcontractors in connection with the performance of services under this Agreement, or failure to pay a subcontractor or supplier committed by Architect or Architect's agent, subconsultant under contract, or another entity over which the Architect exercises control; provided, however, the Architect shall not be responsible for the negligence of any other party, other than its subconsultants and/or subcontractors. This provision shall survive termination and/or completion of this Agreement.

12.3 All subconsultants shall have licenses and other qualifications or certifications required to perform the services under this Agreement and shall be reasonably experienced and qualified to perform such services. Consultant shall require subconsultants to maintain commercially reasonable professional liability, commercial general liability and other appropriate insurance.

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- .2 AIA Document E201™ – 2007, Digital Data Protocol Exhibit, if completed, or the following: Exhibit A - Certificate of Insurance.
- .3 Exhibit B – Programming Phase Tasks
- .4 Exhibit C – Civil Engineering Proposal from Garza EMC, dated 8/28/17
- .5 Exhibit D – Landscape Architecture Proposal from Coleman & Associates, dated 8/15/17
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)
- .6 Exhibit E - PGAL (TX) Hourly Rate Schedule 2017

...

Kent Cagle, City Manager

Jeff Bulla, AIA, LEED AP, Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jeff D. Bulla, AIA, LEED AP, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:43:28 on 09/07/2017 under Order No. 5778875909_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

JEFF D BULLA Jm
(Signed)

PRINCIPAL
(Title)

9/7/2017
(Dated)

June 19, 2020

Change in Services Amendment No. 01 – Additional Fee to Study Alternative Site for the CITY OF LEANDER SENIOR RECREATION CENTER

This Additional Services Agreement is made as of the date above between **PGAL** (the “Architect”) and the **City of Leander** (the “City”, “Client” and “Owner”) for the **Senior Recreation Center** (the “Project”).

This Additional Services Agreement incorporates the additional project scope and services of the Architect described herein into the Agreement Between Client and Architect dated September 7, 2017, for this project (hereinafter referred to as the “Original Agreement”).

1.0 ADDITIONAL PROJECT SCOPE

The Project included the following scope:

- 1.1** The City would like to evaluate a second site for the location of the new Senior Recreation Center. The proposed site is located at the southwest corner of South Bagdad Rd. and Sonny Drive, north of the Leander Public Library.
- 1.2** Since the Construction Documents and Bidding phases have already been completed for the original site, the City would like to study the possibility of adapting the design and Construction Documents to fit this alternative site. If the results of this approach are unsatisfactory, then the City would like to study other conceptual ideas for this site.
- 1.3** The goal of this Study is to determine the viability of this site to accommodate the Senior Recreation Center and to what degree the already completed design can be salvaged.

2.0 ARCHITECTURAL SERVICES INCLUDED

The following services are included in this Additional Services Agreement:

- 2.1** Step 1: PGAL will evaluate the possibility of placing the completed building design on this alternative site, without modifying it other than to simply mirror or rotate the layout. Site plans will be provided to illustrate the viable options under this scenario.
- 2.2** Step 2: If the first step is anything less than ideal, we will create options that may modify the design slightly in order to better fit the site.
- 2.3** Step 3: If the second step does not satisfy the City’s goals for this project, we will create new bubble diagram concept(s) that address the site’s specific features. These would be concepts that are site-driven, truly as if starting from scratch to create the best building design married to this specific site.
- 2.4** We anticipate completion of the first two steps within a week and a half of approval of this Amendment. Step #3 can be completed within another week following approval by the City to proceed with that step.

3.0 EXCLUDED SERVICES

The following services are not included in this Additional Services Agreement:

- 3.1 No additional sub-consulting services are included at this time, such as Surveying, Civil Engineering, Landscape Architecture, Structural Engineering, or MEP Engineering.
- 3.2 Any services beyond a conceptual design level.

4.0 PROFESSIONAL FEES

For the services described herein, the Client shall compensate the Architect as follows:

- 4.1 a not-to-exceed fee of \$8,000 to be invoiced on an hourly basis.
- 4.2 The steps listed in Section 2.0 above will be done in order, 1 through 3. If step #1 produces an ideal solution, we will share this with the City. If not, we will proceed to step #2. Once steps #1 and #2 are completed, we will schedule a Zoom meeting with the City to evaluate the options together. If a satisfactory solution does not result from the first two steps, we will progress to step #3 and then review those options with the City.
- 4.3 We will only invoice for the staff hours accrued thru the required steps noted above.

5.0 REIMBURSABLE EXPENSES

Reimbursable Expenses shall be:

- 5.1 as described in the Original Agreement

6.0 MISCELLANEOUS

- 6.1 Unless otherwise stated herein, the terms and conditions of the Original Agreement shall prevail.
- 6.2 This Change in Service will be referenced and invoiced as "CIS Amendment No. 01 – Alternative Site Study".

AUTHORIZATION:

If this Proposal is acceptable, please sign below and return one copy to PGAL.

PGAL

JEFF D. BULLA III

Signature:

Jeff D. Bulla, AIA, LEED AP
Principal

City of Leander

Rick Beverlin
Signature

Rick Beverlin
City Manager

08.06.2020
Date

November 29, 2022



Change in Services Amendment No. 02 - Additional Fee to For Design, Permit, Bidding and additional CA Services for the CITY OF LEANDER SENIOR RECREATION CENTER

This Additional Services Agreement is made as of the date above between **PGAL** (the "Architect") and the **City of Leander** (the "City", "Client" and "Owner") for the **Senior Recreation Center** (the "Project").

This Additional Services Agreement incorporates the additional project scope and services of the Architect described herein into the Agreement Between Client and Architect dated September 7, 2017, for this project (hereinafter referred to as the "Original Agreement").

1.0 ADDITIONAL PROJECT SCOPE

The Project included the following scope:

- 1.1** The City would like the PGAL Design Team to update and repackage the Drawing and Specification Contract Documents to comply with the current 2021 IBC Code.
- 1.2** The Design Team will repurpose the areas of the building that was previously occupied by the Child Advocacy. The design scope will be limited to any Owner requested room names/signage to accommodate the new use of the previously designed rooms.
- 1.3** The Design Team is to incorporate prior addenda into the base bid documents.
- 1.4** The Design Team is to Repackage the Contract Documents for a new public bid phase to General Contractors.
- 1.5** The Design Team is to support the City in the Bidding Phase by attending a pre-bid site meeting as well as supporting the City in answering bidder questions and issuing bidding addenda as required.
- 1.6** The Design Team is to resubmit the Contract Documents for a building and site permit including [Atlas 14 Site requirements](#).
- 1.7** The Design Team is to support the Construction Administration process assuming an early 2023 re-start date.
- 1.8** The Design Team will add design and specifications to add an Automatic Transfer Switch for an emergency backup generator designed by others. The emergency generator and pad will be by others. It is assumed the generator will be full building load so that current electrical panels don't have to be split between emergency or non-emergency power.

2.0 ARCHITECTURAL SERVICES INCLUDED

The following services are included in this Additional Services Agreement:

- 2.1 Step 1: PGAL will repackage the Contract Documents for bidding and permitting.
- 2.2 Step 2: PGAL will submit the Contract Documents for permitting & platting.
- 2.3 Step 3: PGAL will support the City in a re-bid process.
- 2.4 Step 4: PGAL will incorporate Bidding revisions into an "Issued for Construction" set of Contract Documents.
- 2.5 Step 5: Support Construction Administration phase of the project.

3.0 EXCLUDED SERVICES

The following services are not included in this Additional Services Agreement:

- 3.1 Redesign of any previously agreed design aspects of the project.
- 3.2 Major design changes to the project as a result of new permitting interpretations of the new AHJ.

4.0 PROFESSIONAL FEES

For the services described herein, the Client shall compensate the Architect as follows:

4.1 Basic Services, Lump sum fee as follows:

a. Repackage Docs, ATS, Code	\$98,000
b. Bid Support Phase	\$17,800
c. 2023 CA Services update	\$39,650
d. <u>Civil Engineer Platting Support</u>	\$ 2,500
Total	\$157,950

Design Services fee breakdown:

BASIC SERVICES		A	B	C	D			
		REPACKAGE / REPERMIT	BID SUPPORT	2023 CA SERVICES	PLATTING	FEE SUBTOTAL	REIMB	TOTAL
Firm Name	Scope							
PGAL	ARCH - PRIME	\$ 50,000	\$ 10,000	\$ 25,000		\$ 85,000	\$ 2,000	\$ 87,000
Structures	STRUCTURAL	\$ 8,000	\$ 1,500	\$ 1,800		\$ 11,300	\$ 1,000	\$ 12,300
Garza	CIVIL	\$ 20,500	\$ 4,300	\$ 6,500	\$ 2,500	\$ 33,800	\$ 1,000	\$ 34,800
DBR	MEP	\$ 10,000	\$ 1,200	\$ 2,100		\$ 13,300	\$ 1,000	\$ 14,300
FDP	FOOD SERVICE	\$ 5,000	\$ 500	\$ 1,000		\$ 6,500	\$ -	\$ 6,500
Coleman	LANDSCAPE	\$ 4,500	\$ 300	\$ 3,250		\$ 8,050	\$ 500	\$ 8,550
		\$ 98,000	\$ 17,800	\$ 39,650	\$ 2,500	\$ 157,950	\$ 5,500	\$ 163,450

5.0 REIMBURSABLE EXPENSES

Reimbursable Expenses shall be:

- 5.1 PGAL suggest a Lump Sum fee allowance of **\$5,500** be allocated to the project to cover any contract allowed costs.

6.0 MISCELLANEOUS

- 6.1 Unless otherwise stated herein, the terms and conditions of the Original Agreement shall prevail.
- 6.2 This Change in Service will be referenced and invoiced as "CIS Amendment No. 02 – "2023 Project Restart".

AUTHORIZATION:

If this Proposal is acceptable, please sign below and return one copy to PGAL.

PGAL


Signature: _____

Michael H. Lloyd, AIA, LEED AP
Principal

City of Leander

Signature

Richard B. Beverlin III
City Manager

Date



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Ratify action taken in 2003 regarding the General Warranty Deed from Leander Volunteer Fire Department to the City of Leander conveying 2.31 acres of land in the Elijah D. Harman, Abstract No. 6, recorded in volume 1464, page 121, official records Williamson, County, Texas, for the FM 2243 Wastewater Project (CIP WW.43).

BACKGROUND:

This request is to ratify action taken in 2003 regarding the warranty deed from Leander Volunteer Fire Department because there was no official document filed in the Official Public Records (OPR) of Williamson County conveying the property to the City. According to the OPR, the title is still vested in Leander Volunteer Fire Department. The Leander Volunteer Fire Department sold the property to the City in the Fire Contract in September of 2003, but only a deed recorded in OPR transfers title of property to another person or entity. The Fire Contract cannot be recorded because there is not a legal description (metes and bounds description) attached to the Fire Contract identifying property being conveyed and all documents filed in OPR must be notarized. This action will ratify the document with Williamson County to be able to move forth with the FM 2243 Wastewater Project (WW.43).

HISTORY/TIMELINE:

09/04/2003 - Council approval of Fire Service contract with City of Leander and Leander Volunteer Fire Department

RECOMMENDATION:

Staff recommends ratifying the purchase document from September 4, 2003 to accurately convey the property to the City of Leander and to continue with the FM 2243 Wastewater Project (WW.43).

PRESENTER:

Tony Bettis, PMP, CIP Project Manager

Attachments

1. LVFD Contract 2003
2. Resolution of Company Authority

Fire Service Contract

The following Agreement shall be between the City of Leander, further referred to as City and the Leander Volunteer Fire Department Incorporated, further referred to as the Volunteer Fire Department. Leander Fire Department will make reference to the City of Leander Fire Department, which is currently a department of the City of Leander.

The purpose of this agreement shall be to insure the provision of fire and rescue related emergency services to the citizens of the City of Leander and surrounding area. This purpose shall be met by working to provide the duties associated with a fire department as defined in NFPA 1710 and the mission statement of the Leander Fire Department, while working towards the development of a unified fire department organization to protect the citizens of the Leander area.

Part A

The Volunteer Fire Department agrees to provide the following to the City:

1. Staffing and Personnel

- 1.1. The Volunteer Fire Department will provide from its membership the additional staffing resources to supplement the city compensated staff to provide compliance with Texas Government Code Chapter 419, Section 419.046 (d) on all initial alarms and all other alarms whenever possible there after.
- 1.2. The Volunteer Fire Department will participate in all fire department related duties and activities as defined in the Standard Operating Procedures of the Leander Fire Department
- 1.3. The Volunteer Fire Department will insure that the additional staff provided from its membership are of high ethical and moral character and meet the necessary physical requirements to perform firefighting tasks.
- 1.4. The Volunteer Fire Department will work to provide a positive image for the Leander Fire Department and the City of Leander by working to recruit and develop highly motivated and trained volunteers.
- 1.5. The Volunteer Fire Department will provide copies of State Firemen and Fire Marshals Training Certifications and Texas Commission on Fire Protection Certifications to the City for use in the determining of Insurance Service Organization Rate.
- 1.6. The Volunteer Fire Department will provide a copy to the City a set of governing rules and by-laws for the organization.

2. Funding

- 2.1. The Volunteer Fire Department will actively pursue funding from grant and private resources to be used in the operating of the fire department, especially funding sources targeted at volunteer fire departments
- 2.2. All facilities or fleet purchased from grant funding will become the property of the City of Leander during this agreement.

- 2.3. The Volunteer Fire Department will remain in control over all funds donated or collected by the Volunteer Fire Department.
- 2.4. The Volunteer Fire Department will be replaced by the City as the receiving party on funds from Williamson County for fulfilling the obligations of the general mutual aid agreement.

3. Facilities

- 3.1. The Volunteer Fire Department Agrees to sell all facilities and property owned on the date of execution of this contract to the City of Leander for the sum of \$ 19,000.00. The facilities are listed as *Attachment A* of this agreement.
- 3.2. All facilities and property are sold as is and are to be used for Fire Department Operations during the term of this agreement unless renegotiated with the Volunteer Fire Department.

4. Fleet

- 4.1. The Volunteer Fire Department Agrees to sell all fleet owned on the date of the execution of this contract to the City of Leander for the sum of \$ 10.00. The fleet is listed as *Attachment B* of this agreement.
- 4.2. The City will be responsible for all outstanding debt on the fleet in *Attachment B* of this agreement.

Part B

The City agrees to provide the following to the Volunteer Fire Department:

1. Staffing and Personnel

- 1.1. The City will provide workers compensation, line of duty death, disability, liability, and malpractice insurance coverage comparable to city employees for all active volunteers. The City will be notified of a new volunteer and must begin to provide coverage for the new volunteer within 7 days of the notification. The City will be provided quarterly a roster of active volunteers by the Volunteer Fire Department. The number of positions eligible for such benefits shall be limited to 60. The number of positions eligible for such benefits in the initial term of this contract may be renegotiated and will be budgeted for annually by the city.
- 1.2. The City will provide funding for tuition and travel expenses for training of active volunteers in the City of Leander Fire Department Budget yearly. Training funds will be managed by the Fire Chief or his/her designee with the assistant of the training committee.
- 1.3. The City will provide funding in the City of Leander Fire Department Budget yearly for the purchase of Personal Protective Equipment and uniforms to replace Personal Protective Equipment and uniforms that are non-compliant with NFPA, Texas Commission on Fire Protection standards, and Leander Fire Department Standard Operating Procedures for active volunteers and newly joining volunteer firefighters. Personal Protective Equipment and uniform funds will be managed by the Fire Chief or his/her designee.

- 1.4. The Volunteer Fire Department members shall be part of the City of Leander Fire Department Chain of Command as defined in the Standard Operating Procedures.
- 1.5. The Volunteer Fire Department will have representation in the development of all Standard Operation Procedures.
- 1.6. The City Manager will afford the Volunteer Fire Department representatives the opportunity to meet and comment on finalist for the Fire Chief. The Volunteer Fire Department and Leander Fire Department shall have the same Chief Officer.
- 1.7. The City agrees to recognize the volunteers as non-compensated employees of the Leander Fire Department.

2. Equipment

- 2.1. The City agrees to work to provide and maintain modern equipment for the Leander Fire Department in an effort to improve service to the citizens of the area and safety of the firefighters.
- 2.2. The City agrees to assume all debt and associated with the equipment currently being used by the Leander Fire Department listed in *Attachment C* of this agreement.

3. Fees

- 3.1. The City will provide funding for License renewal on all FCC and current radio license and transfer licenses into the name of the Leander Fire Department.
- 3.2. The City will provide funding to cover all membership dues and certification fees to fire department related organizations or include active Volunteer Fire Department members in the list of members submitted under the Leander Fire Department membership into the same fire department related organizations.
- 3.3. The City will budget in the Leander Fire Department Budget the amount of \$2500.00 for volunteer recognition and awards annually.
- 3.4. The City agrees to continue to collect donations for the fire department and continue the request for donations on the water bill statements monthly and provide donations to the Volunteer Fire Department bi-monthly.

4. Fire Service Agreements

- 4.1. The City Agrees to accept all Mutual Aid, Automatic Aid and Agreements for emergency service response that are currently entered into by the Volunteer Fire Department.
- 4.2. All future mutual aid agreements will be negotiated by the Fire Chief of the Leander Fire Department or his/her designee listed in *Attachment D* of this agreement.

Part C

General provisions of this agreement:

1. Renewal/Cancellation of Contract

- 1.1. This contract shall be renewed automatically every year on the anniversary date unless notice is sent to the parties of the contract 120 days prior to the expiration.
- 1.2. It is contemplated by the parties that this contract shall be renewed from time to time and remains in full force and effect, subject to negotiations as found desirable by the parties.
- 1.3. This contract may be cancelled by providing a written notice 120 days prior to the last day of service. The written notice must contain justification for cancellation and last date of service.
- 1.4. Part A, Sections 3.1 and 4.1 are non-renewable and will require renegotiation of the agreement.

2. Quality of Service

This agreement is not intended to and shall not be deemed to establish any requirements for, any level of service provided by the City. The level and quality of service to be provided shall be established by their respective budgets, appropriations, resolutions, ordinances and regulations adopted by their governing body.

3. Appropriations

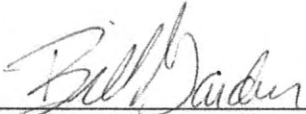
All financial obligations of the City pursuant to this contract are subject to appropriations. In the event no funds or insufficient funds are appropriated in any fiscal period for the costs and expenses set forth in this contract to be paid by the City, the City or the Volunteer Fire Department may renegotiate or terminate this contract effective defined in Part C, Section 1.3.

4. Defenses Preserved

Nothing in this agreement shall be deemed to waive, modify or amend any legal defense available at law or in the equity to the City, the Volunteer Fire Department, or any of their officers, employees or members nor to create any legal rights or claim on behalf of any third party. Neither of the parties waive, modify, nor alter to any extent whatsoever the availability any defense under the laws of the State of Texas and of the United States.

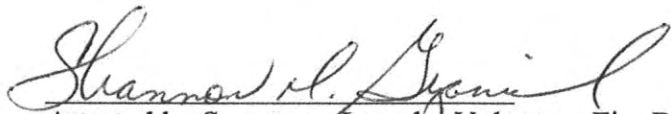
This agreement will be effective from the date of signature for one year.

All parties hereby agree to and will abide by all sections of this contract:



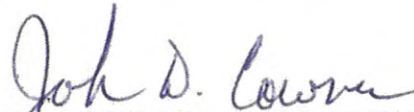
President, Leander Volunteer Fire Department, Inc.

9-28-03
Date



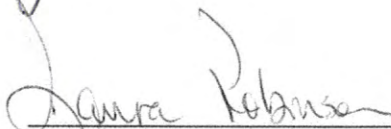
Attested by Secretary, Leander Volunteer Fire Department, Inc.

9-11-03
Date



Mayor, City of Leander

9-11-03
Date



City Secretary, City of Leander

9/11/03
Date

**Leander Volunteer Fire Department
Fire Service Agreement
Attachment A**

Location	Value	Description	Mortgage/Amount
704 Blue Line Dr Leander, TX 78641	\$ 65,800.00	Fire Station	Compass Bank
1600 Block of Crystal Falls Pkwy Leander, TX 78641	\$ 5,408.00	Repeater Only	
CR2243 Leander, TX 78641	\$ 75,000.00	Open Land	
	\$ 146,208.00		\$ 18,623.00

RESOLUTION OF COMPANY AUTHORITY

I, Bill Garner (name), Secretary (title) of Leander Volunteer Fire Department, a Texas non-profit corporation, the "Company" hereby certify that:

Company is duly organized and existing under the laws of the State of Texas. The following is a true and accurate transcript of a Resolution adopted at the 11-8-2022 (date) Board meeting. The Company's Board of Directors adopted the Resolution, which is contained in Company's minute book, at a duly authorized board meeting. A quorum of Company's Board of Directors was present at the entire board meeting and all actions taken at the meeting complied with Company's charter and by-laws. The Resolution has not been amended or revoked on the date signed below, and remains in full force and effect.

Resolved, that I, John Collins, as President of Leander Volunteer Fire Department, a Texas non-profit corporation, is empowered to sign any and all documents on behalf of said Company related to conveying 2.31 acres along FM 2243, being the same property described in a Warranty Deed dated December 29, 1986, recorded in Volume 1464, Page 121, Official Records, Williamson County, Texas, to the City of Leander.

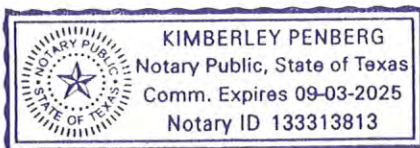
By: Bill Garner

Title: Secretary Leander VFD, Inc.

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 9th day of November 2022, by Kimberley Penberg (name), (title) of Leander Volunteer Fire Department, a Texas non-profit corporation, on behalf of said company.



Kimberley Penberg
Notary Public, State of Texas

Project Name: FM 2243 Wastewater Project
Parcel No.: 3
WCAD No. R03128

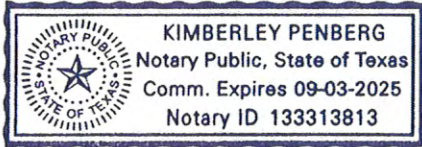
ACKNOWLEDGMENT

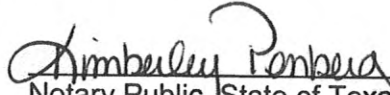
THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this 23rd day of November 2022, by Bill Gardner, Secretary of Leander Volunteer Fire Department, Inc., a Texas non-profit corporation, on behalf of said company.




Notary Public, State of Texas

Project Name: FM 2243 Wastewater Project
Parcel No.: 3
WCAD No. R03128

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That **Leander Volunteer Fire Department**, a Texas non-profit corporation, P.O. Box 222, Leander, Texas 78646-0220, hereby referred to as Grantor, whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, to Grantors in hand paid by the City of Leander, a Texas municipal corporation located in Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, expressed or implied, is retained, have this day Granted, Sold and Conveyed, and by these presents do hereby Grant, Sell and Convey, unto the said City of Leander, Texas, whose mailing address is P. O. Box 319, Leander, Texas 78646-0319, the following described property, to-wit:

Being 2.31 acres of land situated in the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas, said 2.31 acres being the same land conveyed in a Warranty Deed dated December 29, 1986, from James M. Burnett to Leander Volunteer Fire Department as recorded in Volume 1464, Page 121, Official Records, Williamson County, Texas.

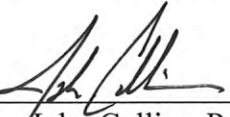
This conveyance is expressly made subject to the restrictions, covenants and easements, if any, apparent on the ground, and utility easements, if any, in use by the City of Leander or any other public utility, or now in force and existing of record in the office of the County Clerk of Williamson County, Texas, to which reference is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, The City of Leander, Texas, its successors and assigns forever, and Grantor does hereby bind its heirs, executors, successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto The City of Leander, Texas, the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof same by, through or under the Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the 9TH day of NOVEMBER, 2022.

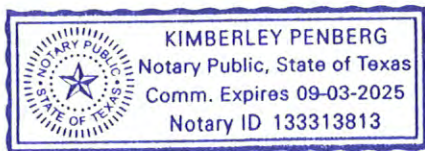
GRANTOR:

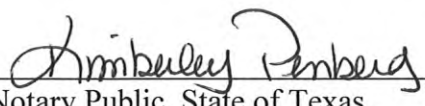
**Leander Volunteer Fire Department,
a Texas non-profit corporation**

By: 
John Collins, President

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 9th day of November, 2022, by John Collins, President of Leander Volunteer Fire Department., a Texas non-profit corporation, in the capacity and for the purposes and consideration recited herein.




Notary Public, State of Texas
My commission expires: 09-03-2025

ACCEPTED BY THE CITY OF LEANDER, TEXAS (Grantee):

Christine De-Lisle, Mayor

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Christine De-Lisle, Mayor, City of Leander, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2022.

Notary Public-State of Texas

PROJECT: FM 2234 Wastewater Project
Parcel No. 3
WCAD NO.: R031287



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Approval of Second Amended Interlocal Agreement for mutual access to CloudLibrary digital resources by and between Bibliotheca CloudLink and the City of Leander; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

By way of an interlocal agreement, Leander Public Library is proposing to offer library patrons access to Bibliotheca CloudLibrary digital resources, which includes access to shared library content from other participating local governments. The attached interlocal agreement was established in 2017 and amended twice. The City of Leander would be participating under the second amended version of the agreement.

The agreement also describes participation requirements for Leander Public Library, which includes a one-time setup fee of \$2,142.00 and at least \$10,000.00 in content purchases each year. Funds for these required costs are within the Library's approved Fiscal Year 2023 budget, and an amount of \$10,000.00 is estimated for CloudLibrary content purchases this year.

PRESENTER:

Peggy Parrish, Library Director

Fiscal Impact

Amount requested: \$2,142.00

Approved in current budget (Yes / No): Yes

Expenditure (New / Amended): Amended

Recurring or one-time: One Time

Fund source (Operating / Utility / etc.): Operating

Attachments

1. Interlocal Agreement

SECOND AMENDED INTERLOCAL AGREEMENT FOR MUTUAL ACCESS TO CLOUDLIBRARY DIGITAL RESOURCES

This Interlocal Agreement (“Agreement”) is made and entered into by and among the local governments which have executed it (“Parties”). The Parties, acting by and through their authorized officers execute this Agreement pursuant to Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act (the “Act”).

WHEREAS, the Parties are local governments engaged in promotion of public health and welfare by providing easy access to the broad range of public library services to their citizens, including Bibliotheca cloudLibrary digital resources; and

WHEREAS, the Parties desire to further expand public access to digital content by sharing their respective Cloud Resources, as hereinafter defined, among their respective libraries; and

WHEREAS, the Bibliotheca cloudLink service allows libraries using the service to share their Cloud Resources with each other; and

WHEREAS, the Act provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, provision of public library services are governmental functions and services under the terms of the Act;

WHEREAS, the governing body of each local government believes that the Agreement is necessary for the benefit of the public and that each party has the legal authority to provide governmental functions and services that are the subject of the Agreement; and

NOW, THEREFORE, upon and for the mutual consideration stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I Definitions

Unless the context clearly indicates otherwise, the following words and phrases used in this Agreement shall have the following meaning:

“Cloud Resources” shall mean all library content provided by the Parties for upload into the Bibliotheca cloudLibrary for the mutual benefit, access and/or use of the Parties and their Libraries.

“Coordinating Committee” shall mean the representatives selected to represent each Party from the participating Parties in this Agreement.

“Library or Libraries” shall mean the library/ies and resources thereof of the Parties.

“Local Government” shall have the meaning given in Section 791.003 of the Act, as amended.

ARTICLE II

Term

2.1 The initial term of this Agreement shall be for a period of ten (10) years beginning on May 31, 2017, unless sooner terminated as provided herein (“Initial Term”). The Initial Term may be extended by written agreement of the Parties for one or more five (5) year renewal terms (each a “Renewal Term”); provided that any such renewal occurs not less than 30 days prior to the end of the then current term.

ARTICLE III

Responsibilities of the Parties

3.1 Access. Each Library shall allow cardholders of the other Libraries to access and check out its Cloud Resources through the Bibliotheca cloudLink service under the terms and conditions of the cardholder’s Library, unless otherwise specified in the Agreement.

3.2 Policies and Procedures. The current policies and procedures of each Library shall remain in effect, with no coordination or standardization required, except that the following procedures shall be followed for shared Cloud Resources:

- a. Cloud Resources may only be placed on hold by cardholders of the Library which owns the Cloud Resource in question.
- b. Available Cloud Resources may be checked out by any cardholder of a participating Library.
- c. The circulation period of the Cloud Resources are determined by the circulation policies of the cardholder’s Library and may vary among Libraries.
- d. Each Library shall track the number of items checked out from their respective Libraries and create an annual report by fiscal year of such data for review by the Coordinating Committee. These reports shall be provided to the Coordinating Committee annually by not later than January 1st.
- e. Each Library shall submit an annual report of expenditures on Cloud Resources in the preceding fiscal year as set by that Party to the Coordinating Committee annually by not later than January 1st.

- f. Each Library shall submit an annual report of their overall materials budget if their expenditure on Cloud Resources is less than \$10,000 per fiscal year. This report shall be provided to the Coordinating Committee annually by not later than January 1st.

3.3 Liaison Designated. By this Agreement, each Party designates its director of library services or equivalent, as listed on each Party's signature page hereto attached, to act on behalf of the Party to ensure the performance of all duties and obligations of the designee's Party as herein stated, to serve as a liaison for the Party with and among the Parties, and, if necessary, to serve on the Coordinating Committee.

3.4 Participation Requirements. Each Library shall spend a minimum of \$10,000 or 10% of its overall materials budget, whichever is less, on Cloud Resources during each fiscal year as set by that Party. Compliance with this section will not be required for any fiscal year during which a Party did not participate in this Agreement for the entire fiscal year. Compliance with this and other requirements will be determined by the Coordinating Committee on an annual basis, based on reports required by Article III.

3.5 Addition of Members. Any local government in the state of Texas which has contracted for the use of the Bibliotheca cloudLibrary cloudLink service and agrees to abide by the terms of this Agreement may join this Agreement as a Party upon approval by a majority of all of the members of the Coordinating Committee. If approval is given, the new participating entity shall join the Parties by adopting and executing this Agreement through an action of the Party's governing body.

3.6 Cost. Each Party will bear its own cost of performance under this Agreement.

ARTICLE IV

The Coordinating Committee

4.1 Coordinating Committee.

- a. The Coordinating Committee membership shall be the designated liaisons from the following local governments:
 - i. City of Lewisville
 - ii. City of Burleson
 - iii. City of Carrollton
 - iv. City of Colleyville
 - v. City of Coppell
 - vi. City of Euless
 - vii. Town of Flower Mound
 - viii. City of McKinney
 - ix. City of Sachse
 - x. City of Southlake

- xi. Town of Little Elm
 - xii. Bexar County
-
- b. The Coordinating Committee shall have only the duties specifically outlined in this Agreement. The Coordinating Committee shall have the authority to adopt its own rules of procedure that are consistent with Article III, Section 3.2 and in compliance with terms of this Agreement.
 - c. A simple majority of all members of the Coordinating Committee shall constitute a quorum to perform. A quorum of the Coordinating Committee must participate in any decision made by the Coordinating Committee under this Agreement.
 - d. The Coordinating Committee shall meet at least once every six (6) months. Meetings shall be held in person, by conference call, or by another live remote meeting access service.
 - e. A simple majority vote of all members of the Coordinating Committee shall select a member to receive any reports and send any notices required under this Agreement. This individual's name and contact information shall be provided to all Parties within thirty (30) days of the individual's selection.
 - f. A simple majority vote of the Coordinating Committee members present shall select a member to draft minutes outlining the items discussed and decisions made by the Coordinating Committee at any given meeting. The minutes shall be sent to the Coordinating Committee for approval within thirty (30) days of the meeting, and must be approved by a majority of all members of the Coordinating Committee within thirty (30) days of its distribution. The minutes may be distributed and approval of the minutes provided to the drafter via e-mail. These minutes shall be distributed to all Parties within ten (10) days of their approval.
 - g. The Parties understand and agree that the Coordinating Committee shall not be construed as a board or committee appointed by a governing body and shall not be required to comply with the provisions of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

ARTICLE V

Termination

5.1 This Agreement may be terminated as follows:

- a. Any Party may choose to terminate its participation in the Agreement with sixty (60) days' written notice to each of the members of the Coordinating Committee at the notice address provided in this Agreement. The

termination of a Party's participation in this Agreement shall not affect the continuation of this Agreement in full force and effect with respect to the remaining Parties.

- b. A Party's participation in the Agreement may be terminated for any reason, including failure to comply with the terms of this Agreement, by an affirmative vote of two-thirds (2/3) of all of the members of the Coordinating Committee to remove the Party. Upon termination under this section, the Coordinating Committee shall provide thirty (30) days' written notice to the Party which has been removed following the Committee's decision. The Coordinating Committee will contact Bibliotheca and notify them of the Party's removal.
- c. In the event that the Bibliotheca cloudLibrary cloudLink program is no longer available, this Agreement shall automatically terminate.

5.2 Upon termination, each Party will retain its rights, title and interest to all Cloud Resources purchased by the Party during its time as a Party to this Agreement.

ARTICLE VI

Liability and Immunity

6.1 Liability and Immunity.

- a. *Handling of Claims.* The Parties agree, to the extent authorized under the constitution and laws of the State of Texas and without waiving any immunity, right, protection, or defense therein, that each shall be individually responsible for any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by the intentional or negligent act or omission of its respective officials, agents, representatives, and employees in the performance of this Agreement, including but not limited to their acts of negligence or omission in the provision of public library services, including the cloud based services that are the subject to this Agreement. The Parties agree that each shall be liable only for damages, including attorneys' fees and costs, related to or arising out of the intentional or negligent act or omission of their respective officials, agents, representatives, and employees in the performance of this Agreement.
- b. *Joint Liability.* In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity, right, protection, or defense available to any party

individually under Texas law. The provisions of this section are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

- c. *No Waiver of Immunity.* It is expressly understood and agreed that in execution of this Agreement, no Party waives, nor shall be deemed to have waived, immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE VII

Miscellaneous

7.1 Assignment. This Agreement may not be assigned by any Party hereto without the prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written unanimous consent of all Parties hereto.

7.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action arising as a result of this Agreement shall be in the state court of Denton County, Texas, except when state law requires otherwise.

7.3 Legal Construction. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

7.4 Amendment. This Agreement may be amended by a simple majority vote of all members of the Coordinating Committee.

7.5 Entire Agreement. This Agreement represents the entire Agreement among the Parties with respect to the subject matter covered by this Agreement.

7.6 No Relationship Created. The Parties agree and acknowledge that no Party is an agent of any other Party under this Agreement and that each Party is responsible for its own acts, forbearance, negligence, and deeds, and for those of its agents or employees. The purposes for which each Party has entered into this Agreement are separate and distinct. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into and the Parties hereto specifically disclaim such relationship.

7.7 Rights of Third Parties. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in or for the benefit of third parties.

7.8 Force Majeure. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, right, civil commotion, strikes, fires, flood or by the occurrence of any other event beyond the control of such party, then such party shall be excused from the performance of the obligations in this Agreement but only during such periods of Force Majeure.

7.9 Current Revenues. All costs or expenses incurred by any Party as result of this Agreement shall be paid from the current revenues available to the Party.

7.10 Recitals. The recitals of this Agreement are incorporated herein.

7.11 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

7.12 Notice. All notices pertaining to this Agreement shall be in writing and shall be deemed delivered (i) when received at a Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties at the respective notice addresses set forth below or at other addresses as may have been previously specified by written notice delivered in accordance with this Agreement.

[SIGNATURE PAGE ATTACHED]

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS, this 15th day of DECEMBER, 2022.

EXECUTED BY:

Richard B. Beverlin III, CITY MANAGER

ATTEST:

Dara Crabtree, CITY SECRETARY

Liaison:

Peggy Parrish
Library Director

Notice to:

Leander Public Library
1011 South Bagdad Road
Leander, TX 78641
Attn: Peggy Parrish
512-259-5259

APPROVED AS TO FORM:

CITY ATTORNEY



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Approval of a contract by and between the City of Leander and CivicPlus LLC, with rates determined by General Services Administration contract GS-35F-0124U, for professional services to include new city website design and hosting, and new digital communication and agenda management modules, in the total amount of \$108,905.13; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

In April 2021, Council authorized Staff to identify a contract scope-of-work and solicit proposals from qualified website development vendors to upgrade the City's website (<https://www.leandertx.gov>). In August 2021, the City's existing service provider, Municode, was acquired by CivicPlus LLC.

As the City's new provider, CivicPlus LLC was able to propose competitive pricing with pre-qualified rates determined by General Services Administration contract GS-35F-0124U for services that include new City website design and hosting, and new digital communication and agenda management modules, in the total amount of \$108,905.13.

The total timeline for development, data migration, and launch of the project is estimated at seven to ten (7-10) months.

PRESENTER:

Mike Neu, Chief of Staff

Attachments

1. Contract

CITY OF LEANDER
STANDARD SERVICES AGREEMENT
CIVIC PLUS – CIVIC ENGAGE, CIVIC CLERK, CIVICSEND

THE STATE OF TEXAS §
 §
WILLIAMSON COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Leander, Texas, (the “City” or “Client”) a home rule municipality organized and existing under the laws of the State of Texas, and CivicPlus (“Company” or “CivicPlus”) effect as of the ____ day of December, 2022 (the “Effective Date”).

Section 1. Duration. This Agreement shall become effective upon execution by the City and shall remain in effect for a period of 3 years unless terminated as provided for in this Agreement.

Section 2. Scope of Work; Term.

(A) Company shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit A. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project. In the event of a conflict between this Agreement and Exhibit A, Exhibit A shall control.

(B) The quality of services provided under this Agreement shall be performed with the skill and care ordinarily provided by competent companies practicing in the same or similar locality and under the same or similar circumstances and professional license (if any), and as expeditiously as is prudent considering the ordinary skill and care of a competent company performing the same services.

(C) The Company shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) In the event that maintenance of the Project or training on the use of the Project is being provided by the Company, the Company shall undertake and complete these services in accordance with the terms of this Agreement and additional terms included in Exhibit A.

(E) The Company may rely upon the accuracy of reports and information provided to it by the City except when defects should have been apparent to a reasonably competent company or when it has actual notice of any defects in the reports and information.

(F) The Original Term of this Agreement shall commence on the Effective Date and continue in

full force and effect for three (3) years (the “Original Term”); provided that the continuation of this Agreement past the fiscal year 2022/2023 City budget shall be subject to the City Council budgeting and appropriating funds in subsequent budget years for this Agreement. After the Original Term, the parties may thereafter extend the Agreement for one additional one-year term.

Section 3. Compensation.

(A) The Company shall be paid in the manner set forth in Exhibit A and as provided herein.

(B) *Billing Period:* The Company may submit, in accordance with any schedule set forth in Exhibit A, an invoice for payment. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Company’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act. In the event of a conflict between this paragraph and Exhibit A, Exhibit A shall control.

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services (Exhibit A) and accounted for in the total contract amount in Exhibit A. If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

Section 4. Changes to the Project Work; Additional Work.

(A) *Changes to Work:* Company shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Company shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Company. If the Company is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Company shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Company shall execute a supplemental agreement for the additional work and the City shall compensate the Company for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Company not previously approved as additional work shall be at risk of the Company

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Company and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Company prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Company shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

Before commencing work under this Agreement, Company shall obtain and maintain the liability insurance provided for in attached Exhibit B throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit B, Company shall maintain the following limits and types of insurance:

Company Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Company, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a “claims made” basis, the certificate of insurance must clearly state coverage is on a “claims made” basis and coverage must remain in effect for at least two years after final payment with the Company continuing to furnish the City certificates of insurance.

Workers Compensation Insurance: The Company shall carry and maintain during the term of this Agreement, workers compensation and employer’s liability insurance meeting the requirements of the State of Texas on all the Company’s employees carrying out the work involved in this contract.

General Liability Insurance: The Company shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$1,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Company or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$1,000,000.

Automobile Liability Insurance: Company shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Company or its employees.

Cyber Security Liability Insurance: Company shall carry and maintain during the term of this Agreement, cyber security liability insurance on a per occurrence basis with limits of liability of not less than \$1,000,000 for each occurrence, covering any such unauthorized disclosure of Protected Information caused by a defect or failure of the Software or any electronic communication system maintained or controlled by Company.

Subcontractor: In the case of any work sublet, the Company shall require subcontractor and independent contractors working under the direction of either the Company or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Company.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form. The City shall be named as an "additional insured" except for the Company Liability policy. Evidence of such insurance shall be attached as Exhibit B.

Section 7. Miscellaneous Provisions.

(A) *Subletting.* The Company shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Company of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.. Where applicable, Company shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Company may, at Company's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement. The Company may utilize all of its work product and deliverables for archival, marketing and promotional purposes.

(C) *City's Information.* All information, documents or records created by or for, maintained by, or assembled by the City in connection with the administration, management, and operation of the

system to which the Company has access as a result of an Agreement and in which Customer has rights or which is marked as confidential (“**City’s Information**”) is owned by the City and shall be treated by the Company as the City’s proprietary information or as confidential and shall not be disseminated or disclosed to third parties without the City’s prior written consent. The Company shall ensure that any subcontractors that provide services under this Agreement shall be subject to this subsection. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of the applicable SOW.

(D) *Performance Standard.* All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Company’s industry. The plans, specifications and data provided by Company shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Company. The City acknowledges that Company has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Company are for informational purposes only and are not guarantees.

(E) *Compliance with Laws.* The Company shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker’s compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Company shall furnish the City with satisfactory proof of compliance.

(F) *Independent Contractor.* Company acknowledges that Company is an independent contractor of the City and is not an employee, agent, official or representative of the City. Company shall not represent, either expressly or through implication, that Company is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Company.

(G) *Non-Collusion.* Company represents and warrants that Company has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Company further agrees that Company shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Company under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Company, Company shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a

credit against the compensation otherwise owing to Company under or pursuant to this Agreement.

(H) *Force Majeure*. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(I) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Company and City;

(2) By either party, upon the failure of the other party to fulfill its material obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By either Party, at will and without cause upon not less than sixty (60) days written notice to the other Party.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2), above, the Company shall not be entitled to any fees or reimbursable expenses other than the fees and

reimbursable expenses then due and payable as of the time of termination and only then for those services that have been actually performed by the Company at time of termination. In the event of termination that is not the fault of the Company, the Company shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Company shall indemnify, defend and hold harmless the City of Leander, Texas and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all third party loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Company or Company’s agent, consultant under contract, or another entity over which Company exercises control (whether active or passive) of Company or its employees, agents or sub-contractors (collectively referred to as “Company”) (ii) the failure of Company to comply with any of the paragraphs herein or the failure of Company to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Company expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Company, or any of its sub-contractors, as provided above, for which Company’s liability to such employee or former employee would otherwise be limited to payments under State Workers’ Compensation or similar laws. Nothing herein shall require Company to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Company in performing Services under this Agreement.

For Company Liability Claims, Company shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Company or Company’s agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return

receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, in no event shall such prior written consent be unreasonably withheld.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either City or the Company shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Williamson County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Williamson County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Right To Audit. City shall have the right to examine and audit the books and records of Company with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time upon reasonable notice. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet in an effort to resolve the dispute.

24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Company represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code and Chapter 2252 of the Texas Government Code.

25. Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission (“TEC”), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

26. Statutory Verifications.

a. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Company represents that neither the Company nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Landlord (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.

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

c. To the extent that the Company is subject to Section 2274.002, the Company hereby verifies that it and its parent’s 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 the 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, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company

described as by the preceding statement in (A).

d. To the extent that the Company is subject to Section 2274.002, the Company 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.

27. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
28. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
29. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
30. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this SOW ("CivicPlus Property") will remain the property of CivicPlus.
31. Except as otherwise required by applicable state, federal, or local laws, rules and regulations, Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is

granted to use them.

32. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
33. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
34. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content.
35. At any time during the term of Exhibit A, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of Exhibit A for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of Exhibit A. During the thirty (30) day period following termination of this Agreement, regardless of the reason for its termination, Client will not have access to the Services.

EXECUTED, by the City on this the _____ day of _____, 20____.

CITY:

By: _____
Name: Richard B. Beverlin, III
Title: City Manager

COMPANY:

By: Amy Vikander
Name: Amy Vikander
Title: Senior VP of Customer Success

ADDRESS FOR NOTICE:

CITY

City of Leander
Attn: City Manager
105 N. Brushy
Leander, TX 78641

COMPANY

CivicPlus
Attn: Contract Manager
302 S 4th St, Ste 500
Manhattan, KS 66502

with a copy to:

The Knight Law Firm, LLP
Attn: City Attorney
223 W. Anderson Lane, Suite A105
Austin, Texas 78752

Exhibit A

Scope of Services and Cost of Services



Contact Information

Organization

URL

Street Address

Address 2

City

State

Postal
Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal
Code

Tax ID #

Sales Tax
Exempt #

Billing Terms **Annual**

Account
Rep

Info Required on Invoice (PO or Job #)

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



GSA CivicPlus Statement of Work

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	2	\$298.02
Project Manager	\$135.86	46	\$6,249.56
Network Consultant	\$135.86	0	\$0.00
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	62	\$8,151.76
Graphic Designer	\$109.57	86	\$9,423.02
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	72	\$7,889.04
Trainer	\$109.57	28	\$3,067.96
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	460	\$37,094.40
Subtotal			\$72,173.76
Discount			(\$7,139.71)
Total Fees Year 1			\$65,034.05

Project Development and Deployment

- First Year CivicEngage Central Annual Services (Initial upgrades, maintenance, support and hosting)
- Ultimate Implementation Services
- Up to 1,100 pages of content migrated
- 6x Half-Day Blocks Virtual CivicEngage Training
- 1x Premium Department Header
- 1x DNS Hosting for .GOV
- 3 Year Redesign Ultimate
- 1x SSL Certificate – CP Provided
- Agendas & Minutes Migration – PDF - 100x
- CivicSend
- First Year CivicClerk Annual Services (Initial upgrades, maintenance, support and hosting)
- CivicClerk Premium Configuration
- 2x Hours CivicClerk Consulting
- 1x Half-Day Block Virtual CivicClerk Training
- CivicClerk Live Meeting Manager
- CivicClerk Historical File Import (up to 7,500 files – PDF /MP3 / MP4)

\$65,034.05

Total Fees Year 1 \$65,034.05

Annual Services (Continuing Enhancements, Maintenance, Support and Hosting)

\$21,935.54

Total Annual Fees

Subject to annual 5% increase

\$21,935.54



1. Performance and payment under this Statement of Work ("SOW") by and between Leander, Texas ("Client") and CivicPlus ("CivicPlus") shall be subject to the terms & conditions of the Agreement by and between the Client and CivicPlus and GS-35F-0124U by and between the General Services Administration and CivicPlus.
2. This SOW shall remain in effect for an initial term of three years ("the SOW Initial Term") from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this SOW will automatically renew for an additional 1-year Renewal Term.
3. The Total Fees Year 1 will be invoiced upon signing.
4. Annual Services shall be invoiced on the anniversary of signature of relevant calendar years, beginning 12 months from signing. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 4 of service.
5. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
6. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.
7. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.
8. Starting after 36 months of continuous service under this SOW, Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after 36 months of continuous service. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after another 36 months of continuous service. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subpage, and department headers included in this SOW only. Any subsequently purchased website, subpage, and department header shall not be included in a redesign hereunder.

Ownership & Content Responsibility

9. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
10. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
11. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content.

Intellectual Property

12. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this SOW ("CivicPlus Property") will remain the property of CivicPlus.
13. Except as otherwise required by applicable state, federal, or local laws, rules and regulations, Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

Taxes

14. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this SOW



GSA Statement of Work for **Leander, TX**

GSA Contract GS-35F-0124U

will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Liabilities

15. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
16. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
17. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this SOW.

Client

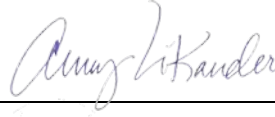
By: _____

Name: Richard B. Beverlin, III

Title: City Manager

Date: 12.15.2022

CivicPlus

By: 

Name: Amy Vikander

Title: Senior VP of Customer Success

Date: 12/8/2022



Hosting, Support and Service Level Agreement

Hosting Details

Data Center	• Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring
Hosting	• Automated CIVICENGAGE Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Bandwidth	• Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 22 Gb/s burst bandwidth
Disaster Recovery	• Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 8 hours • Guaranteed recovery POINT objective (RPO) of 24 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers
DDoS Mitigation	• Defined DDoS Attack Process • Identify attack source • Identify type of attack • Monitor attack for threshold engagement



Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' CIVICENGAGE and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within four hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management).

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding CIVICENGAGE or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus CIVICENGAGE
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License



CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the CIVICENGAGE available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the service was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
 - o The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - o The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month, beginning with the first full month of service, in accordance with the schedule below.

Monthly Uptime Percentage

Less than 99.9%

Service Credit Percentage

1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of CIVICENGAGE, or any other CIVICENGAGE performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the CIVICENGAGE in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.



Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to insure that in the event of a disaster that makes the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the “Service Commitment”). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- “Datacenter availability” is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective	Service Credit Percentage
8 Hours	10% of one month's fee
Recovery Point Objective	Service Credit Percentage
24 Hours	10% of one month's fee

Exhibit B

Evidence of Insurance



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Approval of a contract by and between the City of Leander and CivicPlus LLC for professional services to include municipal code online hosting in the total amount of \$27,865.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

In April 2021, Council authorized Staff to identify a contract scope-of-work and solicit proposals from qualified website development vendors to upgrade the City's website (<https://www.leandertx.gov>). The City's existing online code hosing provider is General Codes, formerly Franklin Legal Publishing. Moving the online code hosting services to Municode allows for the City's code of ordinances to operate on the same platform as the website and agenda management system.

As the City's new provider, CivicPlus LLC was able to propose sole-source pricing for republication, supplementation and online code hosting services that include converting the City's code of ordinances to Municode's database for republication in print and online.

The total timeline for development, data migration, and launch of the project is estimated at seven to ten (7-10) months.

PRESENTER:

Mike Neu, Chief of Staff
Dara Crabtree, City Secretary

Attachments

1. Contract

CITY OF LEANDER
STANDARD SERVICES AGREEMENT
CIVIC PLUS – CODE OF ORDINANCES

THE STATE OF TEXAS §
 §
WILLIAMSON COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Leander, Texas, (the “City” or “Client”) a home rule municipality organized and existing under the laws of the State of Texas, and CivicPlus (“Company” or “CivicPlus”) effect as of the ____ day of December, 2022 (the “Effective Date”).

Section 1. Duration. This Agreement shall become effective upon execution by the City and shall remain in effect for a period of 3 years unless terminated as provided for in this Agreement.

Section 2. Scope of Work; Term.

(A) Company shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit A. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project. In the event of a conflict between this Agreement and Exhibit A, Exhibit A shall control.

(B) The quality of services provided under this Agreement shall be performed with the skill and care ordinarily provided by competent companies practicing in the same or similar locality and under the same or similar circumstances and professional license (if any), and as expeditiously as is prudent considering the ordinary skill and care of a competent company performing the same services.

(C) The Company shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) In the event that maintenance of the Project or training on the use of the Project is being provided by the Company, the Company shall undertake and complete these services in accordance with the terms of this Agreement and additional terms included in Exhibit A.

(E) The Company may rely upon the accuracy of reports and information provided to it by the City except when defects should have been apparent to a reasonably competent company or when it has actual notice of any defects in the reports and information.

(F) The Original Term of this Agreement shall commence on the Effective Date and continue in

full force and effect for three (3) years (the “Original Term”); provided that the continuation of this Agreement past the fiscal year 2022/2023 City budget shall be subject to the City Council budgeting and appropriating funds in subsequent budget years for this Agreement. After the Original Term, the parties may thereafter extend the Agreement for one additional one-year term.

Section 3. Compensation.

(A) The Company shall be paid in the manner set forth in Exhibit A and as provided herein.

(B) *Billing Period:* The Company may submit, in accordance with any schedule set forth in Exhibit A, an invoice for payment. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Company’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act. In the event of a conflict between this paragraph and Exhibit A, Exhibit A shall control.

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services (Exhibit A) and accounted for in the total contract amount in Exhibit A. If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

Section 4. Changes to the Project Work; Additional Work.

(A) *Changes to Work:* Company shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Company shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Company. If the Company is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Company shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Company shall execute a supplemental agreement for the additional work and the City shall compensate the Company for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Company not previously approved as additional work shall be at risk of the Company

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Company and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Company prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Company shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

Before commencing work under this Agreement, Company shall obtain and maintain the liability insurance provided for in attached Exhibit B throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit B, Company shall maintain the following limits and types of insurance:

Company Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Company, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a “claims made” basis, the certificate of insurance must clearly state coverage is on a “claims made” basis and coverage must remain in effect for at least two years after final payment with the Company continuing to furnish the City certificates of insurance.

Workers Compensation Insurance: The Company shall carry and maintain during the term of this Agreement, workers compensation and employer’s liability insurance meeting the requirements of the State of Texas on all the Company’s employees carrying out the work involved in this contract.

General Liability Insurance: The Company shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$1,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Company or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$1,000,000.

Automobile Liability Insurance: Company shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Company or its employees.

Cyber Security Liability Insurance: Company shall carry and maintain during the term of this Agreement, cyber security liability insurance on a per occurrence basis with limits of liability of not less than \$1,000,000 for each occurrence, covering any such unauthorized disclosure of Protected Information caused by a defect or failure of the Software or any electronic communication system maintained or controlled by Company.

Subcontractor: In the case of any work sublet, the Company shall require subcontractor and independent contractors working under the direction of either the Company or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Company.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form. The City shall be named as an "additional insured" except for the Company Liability policy. Evidence of such insurance shall be attached as Exhibit B.

Section 7. Miscellaneous Provisions.

(A) *Subletting.* The Company shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Company of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.. Where applicable, Company shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Company may, at Company's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement. The Company may utilize all of its work product and deliverables for archival, marketing and promotional purposes.

(C) *City's Information.* All information, documents or records created by or for, maintained by, or assembled by the City in connection with the administration, management, and operation of the

system to which the Company has access as a result of an Agreement and in which Customer has rights or which is marked as confidential (“**City’s Information**”) is owned by the City and shall be treated by the Company as the City’s proprietary information or as confidential and shall not be disseminated or disclosed to third parties without the City’s prior written consent. The Company shall ensure that any subcontractors that provide services under this Agreement shall be subject to this subsection. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of the applicable SOW.

(D) *Performance Standard.* All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Company’s industry. The plans, specifications and data provided by Company shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Company. The City acknowledges that Company has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Company are for informational purposes only and are not guarantees.

(E) *Compliance with Laws.* The Company shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker’s compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Company shall furnish the City with satisfactory proof of compliance.

(F) *Independent Contractor.* Company acknowledges that Company is an independent contractor of the City and is not an employee, agent, official or representative of the City. Company shall not represent, either expressly or through implication, that Company is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Company.

(G) *Non-Collusion.* Company represents and warrants that Company has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Company further agrees that Company shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Company under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Company, Company shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a

credit against the compensation otherwise owing to Company under or pursuant to this Agreement.

(H) *Force Majeure*. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(I) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Company and City;

(2) By either party, upon the failure of the other party to fulfill its material obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By either Party, at will and without cause upon not less than sixty (60) days written notice to the other Party.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2), above, the Company shall not be entitled to any fees or reimbursable expenses other than the fees and

reimbursable expenses then due and payable as of the time of termination and only then for those services that have been actually performed by the Company at time of termination. In the event of termination that is not the fault of the Company, the Company shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Company shall indemnify, defend and hold harmless the City of Leander, Texas and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all third party loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Company or Company’s agent, consultant under contract, or another entity over which Company exercises control (whether active or passive) of Company or its employees, agents or sub-contractors (collectively referred to as “Company”) (ii) the failure of Company to comply with any of the paragraphs herein or the failure of Company to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Company expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Company, or any of its sub-contractors, as provided above, for which Company’s liability to such employee or former employee would otherwise be limited to payments under State Workers’ Compensation or similar laws. Nothing herein shall require Company to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Company in performing Services under this Agreement.

For Company Liability Claims, Company shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Company or Company’s agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return

receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, in no event shall such prior written consent be unreasonably withheld.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either City or the Company shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Williamson County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Williamson County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Right To Audit. City shall have the right to examine and audit the books and records of Company with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time upon reasonable notice. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet in an effort to resolve the dispute.

24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Company represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code and Chapter 2252 of the Texas Government Code.

25. Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission (“TEC”), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

26. Statutory Verifications.

a. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Company represents that neither the Company nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Landlord (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.

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

c. To the extent that the Company is subject to Section 2274.002, the Company hereby verifies that it and its parent’s 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 the 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, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company

described as by the preceding statement in (A).

d. To the extent that the Company is subject to Section 2274.002, the Company 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.

27. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
28. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
29. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
30. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this SOW ("CivicPlus Property") will remain the property of CivicPlus.
31. Except as otherwise required by applicable state, federal, or local laws, rules and regulations, Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is

granted to use them.

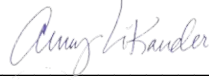
32. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
33. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
34. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content.
35. At any time during the term of Exhibit A, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of Exhibit A for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of Exhibit A. During the thirty (30) day period following termination of this Agreement, regardless of the reason for its termination, Client will not have access to the Services.

EXECUTED, by the City on this the _____ day of _____, 20____.

CITY:

By: _____
Name: Richard B. Beverlin, III
Title: City Manager

COMPANY:

By: 
Name: Amy Vikander
Title: Senior VP of Customer Success

ADDRESS FOR NOTICE:

CITY

City of Leander
Attn: City Manager
105 N. Brushy
Leander, TX 78641

COMPANY

CivicPlus
Attn: Contract Manager
302 S 4th St, Ste 500
Manhattan, KS 66502

with a copy to:

The Knight Law Firm, LLP
Attn: City Attorney
223 W. Anderson Lane, Suite A105
Austin, Texas 78752

Exhibit A

Scope of Services and Cost of Services

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-29889-1

Date:

9/29/2022 11:17 AM

Expires On:

12/28/2022

Client:

LEANDER, TEXAS

Bill To:

LEANDER, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Krystal Hays	x	khays@civicplus.com		Net 30

QTY	DESCRIPTION	PRODUCT TYPE	TOTAL
1,000.00	Republication (per page) 4 copies; with zoning and subdivision updated through 6-16-2022 1,000pp	One-time	USD 0.00
1.00	Premium Bundle: Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank and MuniPro	Renewable	USD 1,195.00
1.00	Full-Service Supplementation Subscription: with zoning and subdivision	Renewable	USD 7,500.00
1.00	Online Supplementation will begin with the ordinances received on a quarterly basis.	Renewable	USD 0.00
1.00	Print Supplementation will begin with the ordinances received from the municipality on an annual basis.	Renewable	USD 0.00
4.00	Printed Copies and Freight Included	Renewable	USD 0.00
4.00	Municode Tabs	One-time	USD 0.00
1.00	OrdLink Subscription	Renewable	USD 150.00
1.00	MuniDocs Subscription: Up to 25 GB	Renewable	USD 350.00
4.00	Municode Binders	One-time	USD 280.00
Total Investment Initial Term		USD 9,475.00	
Annual Recurring Services		USD 9,195.00	

1. This Statement of Work ("SOW") is between ("Client") and CivicPlus, LLC (the "Service Provider"), and shall be subject to the terms and conditions of the Standard Services Agreement.

2. This SOW shall remain in effect for an initial term starting at signing of this SOW and continuing for three years("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW may be renewed for up to 1 additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment Initial Term fees for the project shall be invoiced four months from the date of signing this SOW. Any additional fees incurred during the publication and conversion project ("Conversion") phase will be invoiced separately upon the completion of the Conversion.
4. The Annual Recurring Services fee shall be invoiced 12 months from signing and every 12 months thereafter, and subject to a 5% annual increase beginning year 4.
5. Total Investment Initial Term assumes Service Provider can rely upon the version of the Client's code ("the Code") furnished and it is in an editable, electronic format. Conversion will take approximately 90 - 120 days upon receipt of all required materials.
6. The Conversion services do NOT include: renumbering, reorganizing the structure of the Code, or legally reviewing the Code content; additional ordinances added to the project; state sales tax, or any annual recurring services; freight, color printing, subsection linking and linking to tables, and internal cross reference review.
7. Client understands and agrees that the Total Investment Initial Term for the Conversion may be increased by the addition of legislation or materials, which may be added at the agreed upon per page rate. Unless noted otherwise in line items above, pages will be printed with single columns and 10 point font size. Additional legislation added to the Conversion must be approved and received by Service Provider prior to the cutoff date established by the parties. Following the delivery of the final code draft for Client proofing (the "Proof"), any extensive changes requested in the Proof content, and/or any material added to the Proof that was not previously contemplated by the parties, will be subject to an additional "Proof Update" fee. Proofs not returned within 45 days may be subject to a Proof Update fee.
8. Client agrees to provide all necessary and correct documentation, materials and communication in a timely manner as agreed upon by the parties following execution of this SOW. Service Provider shall not begin work under this SOW until all necessary documentation, materials, of a general and permanent nature and in a useable format (MS WORD or editable PDF), and communication are received. Service Provider will not be liable or responsible for any delay in the time or completion of the services due to the action or inaction of Client.
9. Additional services, including but not limited to, additional labor required because of delays, errors or omissions on the part of Client, may be purchased upon mutual written agreement between the parties.
10. Service Provider is not a law firm and may not perform services performed by an attorney, and the services contemplated herein do not constitute a substitute for the advice or services of an attorney. Nor is an attorney-client relationship established under this SOW or the services provided herein.

11. The Parties agree that notwithstanding the indemnification covenants in the Agreement shall not apply to public interpretation of Legal Code or work product. Service Provider shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.

Signature Page to Follow.

Additional Terms and Conditions:

If Annual Recurring Supplement Services is included in the services to be delivered under this SOW, the following terms apply:

1. Annual Recurring Supplement Services does NOT include:
 - Additional copies, reprints, binders and tab orders;
 - Documents that contain tables, graphics, unique formatting requirements, or any other form-based code requirements;
 - Legal work, creation of fee schedules, gender neutral review/implementation, external linking;
 - Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
 - Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
 - Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
 - The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
 - Online Code hosting and online features.
2. In the event Client wishes to increase its Supplement Updates frequency, Client agrees to pay an annual increase in an amount to be agreed upon between the parties, such amount to be prorated from the time of purchase to align with Client's Renewal Date. Client shall provide CivicPlus with written notice, email is sufficient, of its intent to acquire such services. Rush Supplement requests will be assessed an additional one-time fee.

If Legal Review is included in the services to be delivered under this SOW, the following terms apply:

1. Legal Review services include legal review of Client's Code of Ordinances ("Code") as published, to ensure conformity with state statutes and to identify any areas of possible legal concern. The review will also determine if there are any inconsistencies or conflicts within the legislation itself. Service Provider will notate any state law references within the Code that need to be updated in the memorandum. Legislation not currently included in the Code can be reviewed for an additional fee. Within 30 days of Client's receipt of the Legal Memorandum, Client may purchase an optional conference, via telephone or webinar, to review the Legal Memorandum and Service provider's recommendations, to be billed at Service Provider's current rates. The Legal Review services excludes implementation of any recommendations.

If Self Publishing Software is included in the services to be delivered under this SOW, the following terms apply:

1. Client's responsibilities include:
 - a. Providing all code and/or book material to be converted to the Self-Publishing Software frame in digital format. The destination format for storage and presentation of the Client's document will be in the form of standard HTML and PDF;
 - b. Participating in the training necessary to use the software for the publication and integration of enacted legislation, and the drafting of future ordinances for self-updating; and
 - c. Integrating all future legislation into the existing code and continue to use the Self-Publishing Software to update and maintain any additional Client publications (unless for an additional fee the Service Provider is utilized for this service).
2. Client may add additional publications to the Self Publishing Software services purchased herein at an additional annual rate for each added publication, to be agreed upon by the parties, including without limitation: Minutes; Policies and Procedures; Resolutions; Public Works; Construction Standards; Plans; Charters, Museums, Airports.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

By:

Name:

Title:

Date:

CivicPlus

By:

Name:

Amy Vikander

Title:

Senior VP of Customer Success

Date:

12/8/2022

Contact Information

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources:

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax

Exhibit B

Evidence of Insurance



EXECUTIVE SUMMARY
12/15/2022

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-22-0025 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban) on one (1) parcel of land approximately 21.599 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R031560; and more commonly known as 800 CR 177, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-22-0025 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

02/16/2017 – Annexation of parcel and assignment of interim zoning.
06/09/2022 – Applicant withdrew Zoning case 22-Z-017 at P&Z meeting.
11/22/2022 – Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Eli Engineering (Gary Jones) on behalf of Texas Lone Star Landing, LLC (Mallik Gilakattula)

RECOMMENDATION:

The Planning & Zoning Commission unanimously recommended approval of the request during the November 22, 2022 meeting.

PRESENTER:

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

Attachments

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



PLANNING ANALYSIS

ZONING CASE Z-22-0025
LONE STAR LANDING

GENERAL INFORMATION

Owner/Agent: Eli Engineering (Gary Jones) on behalf of Texas Lone Star Landing, LLC (Mallik Gilakattula).

Current Zoning: Interim SFR-1-B (Single-Family Rural)
SFS-2-B (Single-Family Suburban)

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

Size and Location: The property is located at 800 CR 177, including approximately 21.599 acres.

Staff Contact: Cory Dale
Planner

APPLICANT REQUEST

The applicant has submitted a request to change a 21.599 acre portion of the designated zoning district of their property in order to place single-family homes.

STAFF CONCLUSIONS

Y N

- ☒ ☐ Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page 3 & 4*
- ☒ ☐ Does the proposal comply with the goal statements of the Comprehensive Plan? *see page 4*
- ☒ ☐ Does the proposal warrant any other special considerations? *see below.*

SPECIAL CONSIDERATIONS

As this Commission is aware, a resolution was adopted by City Council to limit consideration of zoning request that seek to add residential lots, however this resolution does priorities large lot/low-density residential development such as SFR, SFE and SFS. This proposal of SFS-2-B, to include minimum 70 foot wide lots, is in compliance with the resolution, therefore staff recommends approval of the zoning request.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	ETJ	Undeveloped

EAST	SFR-1-B (Interim)	Undeveloped
SOUTH	SFR-1-B SFS-2-B	Residential Residential
WEST	ETJ SFR-1-B (Interim) SFS-2-B	Residential Undeveloped Storage/Warehouse

SURROUNDING AREA:

This property is located directly north of the intersection of CR 177 and Valley View Drive and directly east of Austin Precision Products storage/warehouse.

PHYSICAL AND NATURAL FEATURES:

This property is undeveloped with a stock/detention pond. The site additionally contains a small portion of floodplain in the southeastern most tip and contains significant tree cover which will be subject to the Leander tree preservation requirements and mitigation at time of development.

PROPERTY HISTORY:

02/16/2017 - Property annexed into the City of Leander.

06/09/2022 – Applicant withdrew Zoning case 22-Z-017 at P&Z meeting.

MAJOR CORRIDORS:

This property has access onto CR 177.

TRANSPORTATION PLAN REQUIREMENTS:

This property includes an arterial segment for the future extension of Crystal Falls Parkway that will head east and tie into CR 177.

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

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
Crystal Falls Pkwy	Arterial	Urban arterial low traffic	100' ROW 4-lane arterial 10' sidewalk

Driveways along CR 177 will be reviewed by Engineering staff at public improvement stage. The driveway spacing will be dictated by Austin Transportation Criteria Manual. The ultimate buildout of both CR 177 and segment of Crystal Falls Parkway may be determined by Engineering during development process. Additionally, the applicant will submit either a Traffic Impact Analysis (TIA) or fee-in-lieu of TIA as determined by the City Engineer,

EXISTING UTILITIES:

Property has access to extend utilities (water and wastewater) off-site and will work through serving the site as part of a public improvement construction plan submittal.

CURRENT LAND USES:

This property is currently undeveloped.

PROPOSED ZONING DISTRICT:**USE COMPONENT****SFS – SINGLE FAMILY SUBURBAN:**

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

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

SITE COMPONENT**TYPE 2:**

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

Intent:

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

ARCHITECTURAL COMPONENT**TYPE B:**

Features: Four or more architectural features.

Intent:

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

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

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

Applicable Future Land Use categories**NEIGHBORHOOD RESIDENTIAL**

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

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

Some neighborhood-serving retail and office uses are permitted in these areas with highly-restrictive use, site and design requirements. These type of uses are residential in scale and architectural design and are walkable in nature, though auto-serving. These uses are not shown on the Future Land Use Map as commercial and are supported when integrated into a development with appropriate site and zoning compatibility considerations.

This category is compatible with SFR, SFE, SFS, SFU, SFC, SFL, SFT, TF CH, NR and PUD zoning districts.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:**DEVELOPMENT MEETING**

A development meeting was held with Staff on 01/24/2022. The following changes were made to the project since the development meeting was held:

- Applicant withdrew proposal for Minor PUD that included higher density zoning and elected to use SFS-2-B (Single-Family Suburban) zoning.
- Withdraw of initial request of a mixture of SFT and SFC.

NOTIFICATION

11/03/2022 - Public Notice on Hill Country News
 11/08/2022 - Mail Notification to Property Owners within 200'
 11/08/2022 - Public Hearing Signage Posted on Property
 11/22/2022 - Planning and Zoning Commission Public Hearing
 12/15/2022 - City Council Public Hearing & First Reading of the Ordinance
 01/05/2023 - City Council Second & Final Reading of the Ordinance

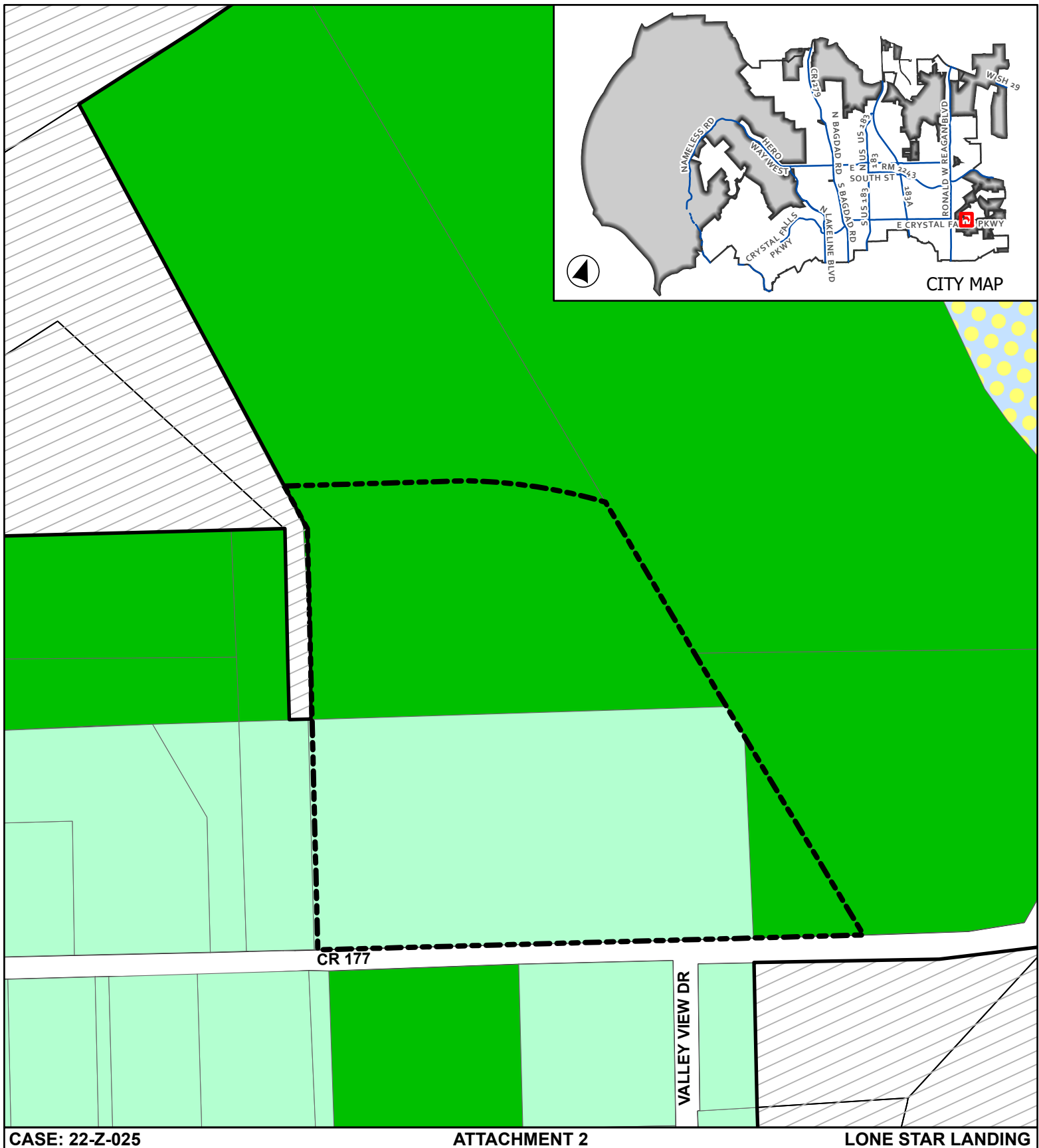
SIGNAGE ON SITE**PUBLIC NOTIFICATION:**

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.

A neighborhood outreach letter was mailed out per developer to solicit concerns and inform the property owner of what is proposed. A total of two (2) residents/property owners have contact the developer for additional information and to address any potential concerns. Please see the full report from the applicant as attachment 8.

APPROVAL CRITERIA:

The Comprehensive Plan identifies the subject tract as a Neighborhood Residential future land use category which is intended to be developed primarily as new single-family detached residential with associated amenities. The applicant's request complies with both the Comprehensive Plan and current zoning designations. Additionally, this request is compatible with surround zoning designations and land uses.

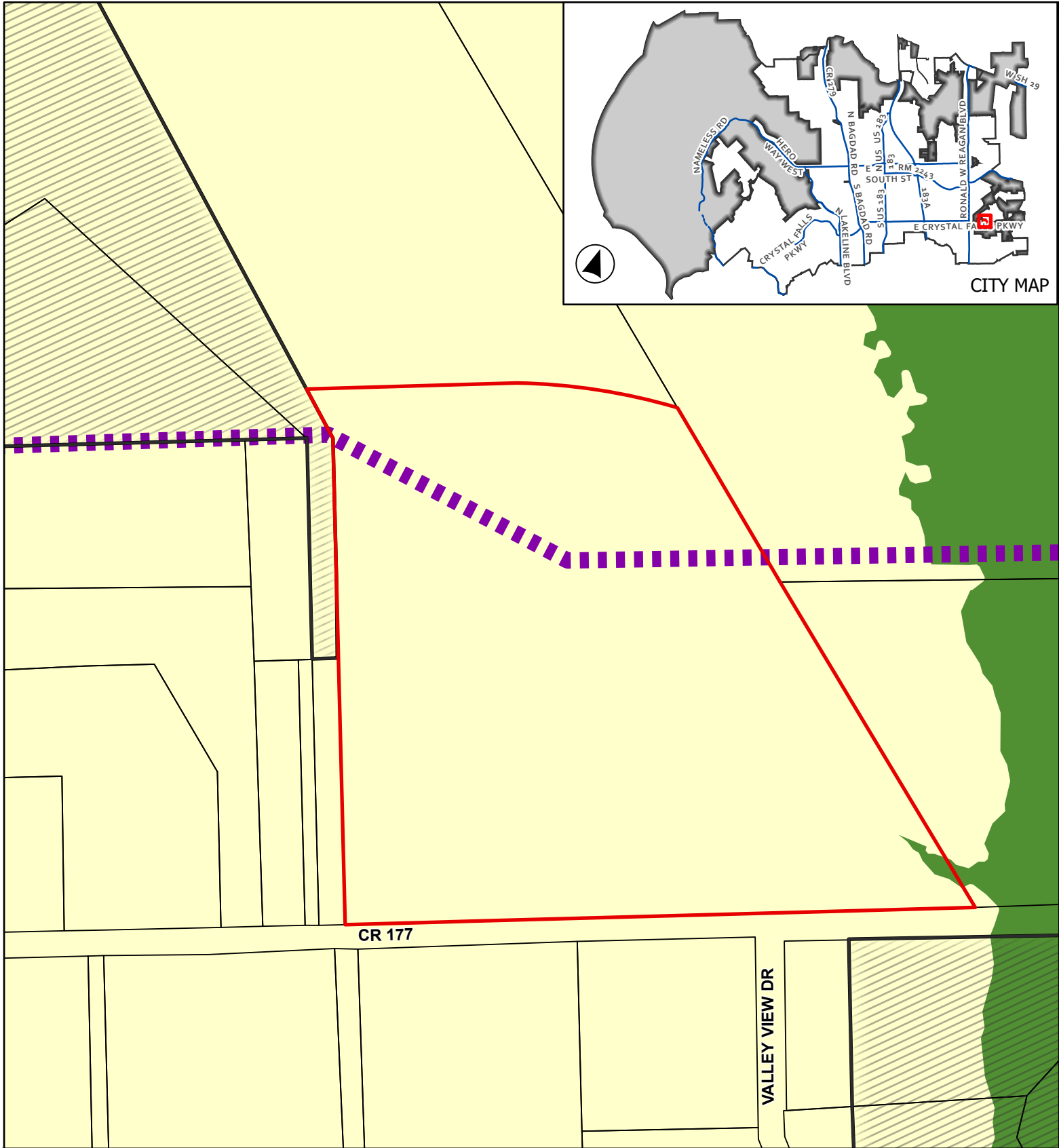


Current Zoning

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

 Leander City Limits
 Proposed ETJ
 Subject Area

 SFR - Single-Family Rural
 SFS - Single-Family Suburban
 PUD - Single-Family



CASE: Z-22-025

ATTACHMENT 3

LONE STAR LANDING

Future Land Use Map

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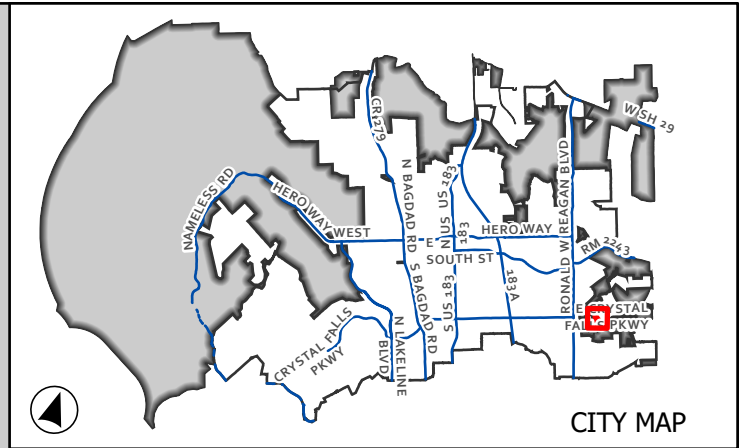
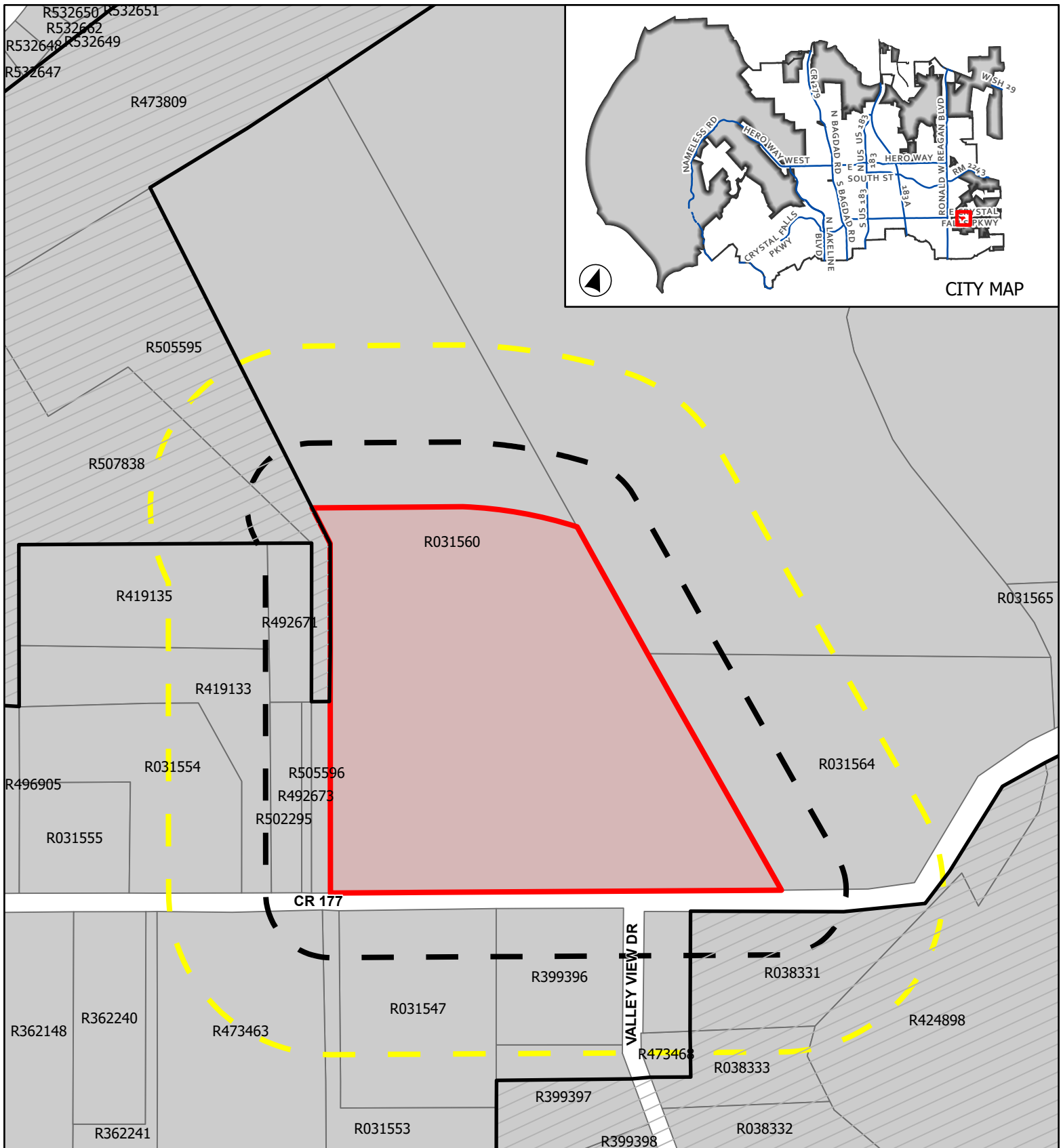
0 112.5 225

Feet

- Leander City Limits
- Leander ETJ
- Subject Area
- Arterial 4 Lane, Proposed

Future Land Use

- Neighborhood Residential
- Greenway



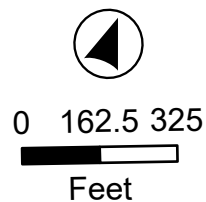
CASE: 22-Z-025

ATTACHMENT 4

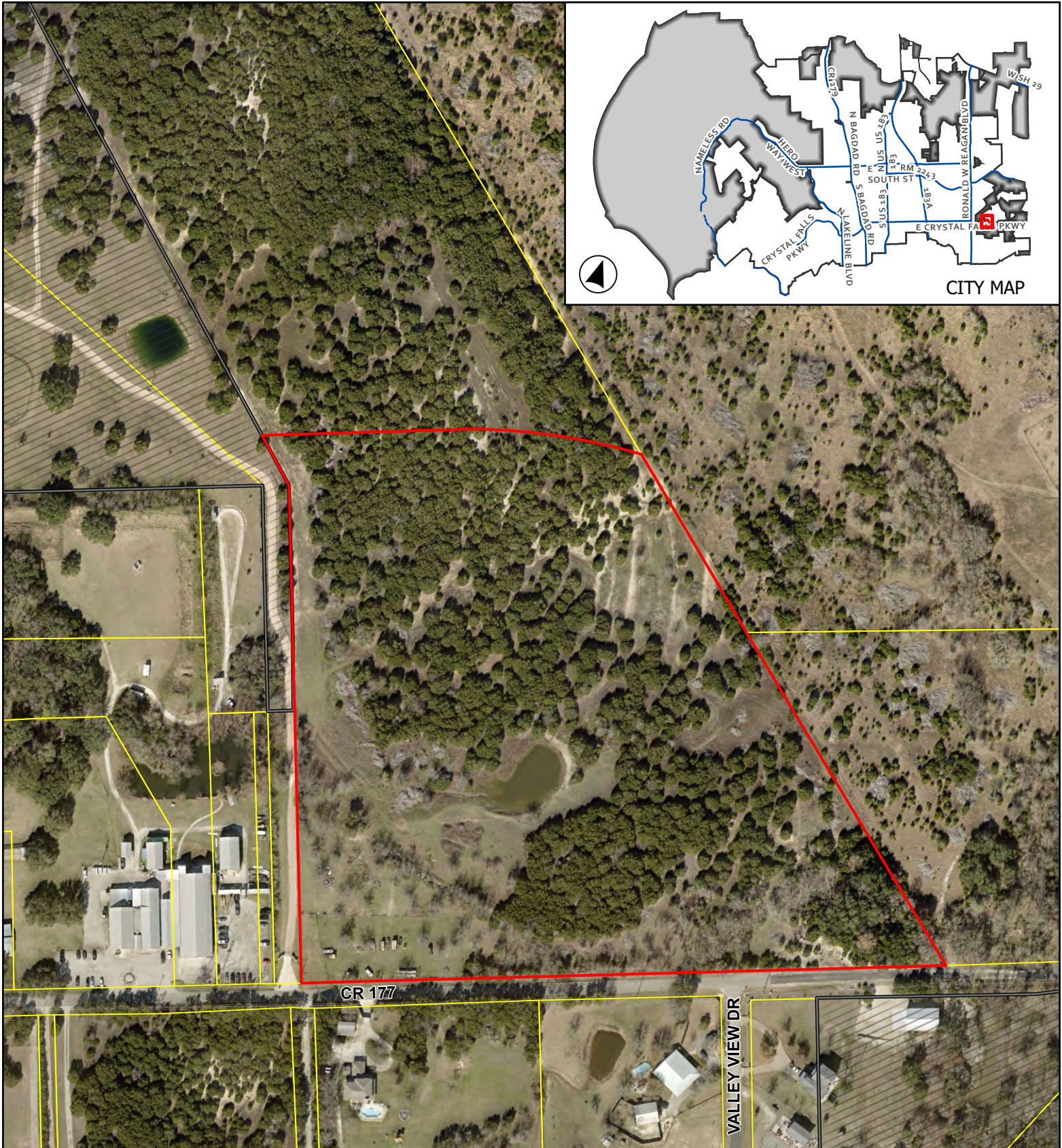
LONE STAR LANDING

Public Notification

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- 200' Buffer
- 500' Buffer
- Leander City Limits
- ETJ
- Site Location



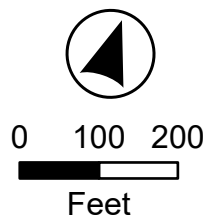
CASE: 22-Z-025

ATTACHMENT 6

LONE STAR LANDING

Aerial Map

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- Leander City Limits
- Leander ETJ
- Subject Area



Firm # 17877

October 24, 2022

Ms. Robin M. Griffin, AICP
Executive Director of Development Services
PO Box 319
Leander, TX 78646

Re: Lone Star Landing – Zoning Application Letter of Intent

Dear Ms. Griffin:

On behalf of Texas Lone Star Landing, LLC, we are revising the application for zoning to include only 21.60 acres of the 37 acre property which includes the property south of and including the future Crystal Falls Parkway. A portion of the property is currently zoned Single Family Rural (SFR) and the remainder Single Family Suburban (SFS). Based on the recently adopted Resolution approved by City Council, we are requesting the entire 21.60 acre property south of and including Crystal Falls be zoned SFS-2-B. The SFR zoning is the original zoning assigned to the property when it was annexed. It seems like the division of the property by the future Crystal Falls ROW makes a natural division for land use. The remaining 15.42 acres will remain unchanged as SFR-1-B for this application.

Since the Owner has withdrawn the original request for SFT and SFC zoning and the request is consistent with Council's resolution, there are no higher standards proposed.

We are requesting full staff support for the zoning and placed for consideration at the November 24th upcoming Planning Commission meeting for consideration.

If you need additional information, please do not hesitate to contact my office.

Best Regards,

Gary Eli Jones, P.E.

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.

Reached out to adjacent property owners by phone. Mailout to property owners within 500-ft to solicit concerns and let them know what is proposed. Met with Mr. & Mrs Jerry Thomas and Mr. LaRue. Other than those two property owners, have not has any other calls on the property other than builders wanting to buy lots.

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

There are 4 subdivisions identified on the Appraisal Map. I have not found any HOA associated with any of these neighborhoods. The list of neighborhoods and property owners is included with this submittal.

3. What concerns were raised during these communications?

Mr. LaRue has expressed strong desire to keep future Crystal Falls north of this property and claims to have discussed that with adjacent property owners. The Thomas's concerns were with how the future arterial affects their current home.

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

The alignment of future Crystal Falls Parkway will be north of LaRue property.

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

Signature: _____

Gary Jones

Date _____

6/30/2022

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

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 21.599 acres ±; being more particularly described in Exhibit "A"; commonly known as 800 CR 177; identified by Williamson Central Appraisal District tax identification number R031560; more particularly described in Instrument Number 2022036484 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 SFS-2-B (Single-Family Suburban) as shown in Exhibit "A".

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

notation as prescribed by the City's zoning ordinance.

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

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

PASSED AND APPROVED on First Reading this the 15th day of December, 2022.
FINALLY PASSED AND APPROVED on this the 5th day of January, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

DRAFT



MINUTES PLANNING & ZONING COMMISSION CITY OF LEANDER, TEXAS

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

November 22, 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 – James Oliver
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 are present except Chair Cosgrove and Vice Chair Mahan.

3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the November 17, 2022, meeting.

4. Review of meeting protocol.

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

CONSENT AGENDA: ACTION

6. Re-approval of Subdivision Case 21-TOD-FP-016 regarding Northline Blocks C & D Final Plat on three parcels of land approximately 5.3108 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R605059, R517094, and R605057; generally located to the southeast of the intersection of Main Street and East San Gabriel Parkway, Leander, Williamson County, Texas.

7. Approval of Minutes.
Motion made by Commissioner May to approve the Consent Agenda items 6 and 7, seconded by Commissioner Carpenter.

5 - 0 Passed

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing regarding Zoning Case Z-22-0025 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban) on one parcel of land approximately 21.599 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R031560; and more commonly known as 800 CR 177, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-22-0025 as described above.

James Pittman, Alexandra Lagmanson and Lena F. Simon spoke 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 James Oliver, Commissioner Ron May

5 - 0 Passed

REGULAR AGENDA

9. Discuss and consider action regarding Zoning Case Z-22-0026 to amend the current zoning of LO-3-B (Local Office) to adopt the Northpoint PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) on one parcel of land approximately 13.871 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R599180; and more commonly known as 10880 W Crystal Falls Pkwy, Leander, Williamson County, Texas.

Motion made by Commissioner Ron May, seconded by Commissioner James Oliver to approve the zoning case.

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

5 - 0 Passed

10. Adjournment at 7:35.

APPROVED:

CHAIRMAN COSGROVE

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY