



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - January 20, 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 – Jason Shaw

Place 4 – Na'Cole Thompson

Place 5 – Chris Czernek

Place 6 – Becki Ross, *Mayor Pro Tem*

City Manager – Rick Beverlin

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Convene into executive session pursuant to:
 - (1) Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding settlement of Cause No. 21-1682-C26, Buck v. City of Leander, in the 26th Judicial District Court of Williamson County, Texas; and
 - (2) Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas ; and
 - (3) Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Capital Metropolitan Transportation Authority election and contracting matters.

Reconvene into open session to take action as determined appropriate regarding:

- (1) settlement of Cause No. 21-1682-C26, Buck v. City of Leander, in the 26th Judicial District Court of Williamson County, Texas; and
- (2) Docket No. 53063 appealing water rates established by the City of Leander; and
- (3) Capital Metropolitan Transportation Authority.

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. Board Reports
- Exploring Leander History
8. Staff Reports
- Monthly Water Update

CONSENT AGENDA: ACTION

9. Approval of the minutes for meeting held on January 6, 2022.
10. Reject all bids received for project 21-CIP-002 for the improvements to Old Town Park on South Street and authorize a new bid.
11. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to OHT Partners for the Parkside Village Site Project at 8421 183A Toll Road in Leander.
12. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to Alliance Residential Company for the Bryson Multifamily located at 241 S. Chitalpa in Leander, Williamson County, Texas.
13. Acceptance of Subdivision Public Infrastructure Improvements for Aven Ridge Phase 1.
14. Approval of the Second Reading of an Ordinance regarding Zoning Case 21-Z-038 to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development within the Conventional Development Sector) and HC-4-A (Heavy Commercial) to the Heritage Grove Minor Planned Unit Development (PUD) with the base zoning district of HC-4-A (Heavy Commercial) on one (1) parcel of land approximately 10 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031721; and generally located to the west of the intersection of Heritage Grove Road and US Hwy 183, Leander, Williamson County, Texas.
15. Approval of the Harmony Public School Annexation Case 21-A-009 regarding the voluntary annexation of 20.077 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031590, R031591, R031592, R031594, and R031595; and commonly known as 3250 Hero Way, Leander, Travis County, Texas.
16. Approval of the extension of the application expiration for Subdivision Case 20-PICP-002 Hero Way Business Park construction plans; more particularly described by Williamson Central Appraisal District Parcel R512383 and R032149; generally located seven hundred (700') feet from the intersection of Hero Way West and Bagdad Road on the south side of Hero Way and to the west of Bagdad Road, Leander, Williamson County, Texas.

17. Approval of the extension of the application expiration for Subdivision Case 19-PICP-024 Carneros Ranch Section 6 construction plans; more particularly described by Williamson Central Appraisal District Parcel R523829; generally located to the east of the intersection of Lakeline Boulevard and Sauterne Drive, more specifically located to the east of the intersection of Ran Road and Sauterne Drive, Leander, Williamson County, Texas.

REGULAR AGENDA

18. Discuss and consider action on an Ordinance ordering a Special Election to be held on the question of the City of Leander's continued participation in the Capital Metropolitan Transportation Authority; designating May 7, 2022, as the date of the Special Election; prescribing the form of the ballot; providing for election procedures; providing an effective date; providing an open meetings clause; and providing for related matters.

Discutir y considerar la acción sobre una Ordenanza que ordena la realización de una Elección Especial sobre la cuestión de la participación continua de la Ciudad de Leander en la Autoridad de Transporte Metropolitano de la Capital; designar el 7 de mayo de 2022 como la fecha de la Elección Especial; prescribir la forma de la papeleta; proporcionar procedimientos electorales; proporcionar una fecha de vigencia; proporcionar una cláusula de reuniones abiertas; y proveer para asuntos relacionados.

19. Discuss and consider action on Type B Economic Development Sales Tax and General Revenue Sales Tax ballot proposition options.
20. Discuss and consider action on proposed amendments to the Home Rule Charter.
21. Council Member Closing Statements.
22. 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 14th day of January 2022 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.


Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
01/20/2022

AGENDA SUBJECT:

Approval of the minutes for meeting held on January 6, 2022.

BACKGROUND:

Attached are the minutes for meetings held on January 6, 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 - January 6, 2022



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

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

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll call reflected all present except Councilmember Shaw and Councilmember Czernek being absent.
3. Discussed proposed amendments to the Home Rule Charter and recommendations by the Charter Review Commission.

Briefing workshop adjourned at 6:49 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Opened meeting at 7:03 p.m., Invocation was provided by Fire and Police Department Chaplain and Lakehills Free Will Baptist Church Pastor Wes Hood and Mayor Christine led the Pledges of Allegiance.
5. Roll call reflected all present except Councilmember Shaw and Councilmember Czernek being absent.
6. Public comments on items not listed in the agenda.

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

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

Carlos St. James, 1817 Artesian Springs Crossing - commented on need to discuss and look further

out in the future; book recently read; creation of Central Park in New York; and embrace conversation more.

Cameron Merkel, 1840 Greening Way provided written comments via the website.

7. Recognitions/Proclamations/Visitors.
 - Rouse High School Band

CONSENT AGENDA: ACTION

Motion by Councilmember Esme Longoria Mattke, Seconded by Mayor Pro Tem Becki Ross to approve consent agenda items 8 through 18.

Vote: 5 - 0

8. Approval of the minutes for meeting held on December 16, 2021.
9. Adopt corporate authorization Resolution with NexBank, McKinney, Texas designating the Executive Finance Director and the Assistant Finance Director as authorized signers on the account(s) to be established and granting necessary authority to execute any and all documents necessary to open account(s) with NexBank.
10. Approval of Leander Platinum Development Agreement Case 21-DA-009 regarding the Leander Platinum development on one (1) parcel of land approximately 4.372 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R372083; legally described as Lot 1 of the Waldarra Estates subdivision, Leander, Williamson County, Texas.
11. Approval of the Assignment of the Greatwood South Development Agreement Case 20-DA-006 regarding the Greatwood South Development Agreement for one (1) parcel of land approximately 119.932 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031730; and more commonly known as 1001 CR 280, Leander, Williamson County, Texas.
12. Approval of an Ordinance adopting an official map of the City of Leander, Williamson and Travis Counties, Texas attached as Exhibit "A", Leander City Map, hereto and incorporated herein; providing for the maintenance and filing of the official map; declaring as the official City Limits and Extraterritorial Jurisdiction (ETJ); and providing an effective date.
13. Approval of an Ordinance adopting the official zoning map of the City of Leander, Williamson and Travis Counties, Texas attached as Exhibit "A", City of Leander, Texas Zoning Map, hereto and incorporated herein; providing for the maintenance and recorded into record as the official zoning map; and providing an effective date.
14. Approval of the extension of the application expiration for Subdivision Case 20-PICP-029 Lost Woods Preserve Phase 3 construction plans; more particularly described by Williamson Central Appraisal District Parcels R031570 and R031574; generally located southwest of the intersection CR 175 and Journey Parkway, Williamson County, Texas.

15. Approval of the Partial Assignment and Assumption of the Devine Lake Development Agreement Case 19-DA-004 to consider the assignment of Phases 3 and 4 of the Devine Lake Subdivision to Lennar Homes of Texas Land and Construction, Ltd., generally located to the southwest of the intersection of San Gabriel Parkway and Bagdad Road; Leander, Williamson County, Texas.
16. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to Osburn Contractors for the Ronald Reagan Crossing Leander 15 Project. The site is located at 15233 Ronald Reagan Boulevard. The contractor is required to post notification forty-eight (48) hours in advance to nearby residences.
17. Approval of an Ordinance establishing a 30 mph speed limit on Halsey Drive from the intersection with Bagdad Road to San Gabriel Parkway.
18. Acceptance of Subdivision Public Infrastructure Improvements for Bar-W West Phase 3.

PUBLIC HEARING: ACTION

19. Conduct a Public Hearing and consider action regarding Zoning Case 21-Z-037 to amend the current zoning of LC-2-B (Local Commercial) and SFU/MH-2-B (Single-Family Urban/Manufactured Home) to GC-3-C (General Commercial) and LC-2-A (Local Commercial) on two parcels of land approximately 1.5660 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R035565 and R035563; and addressed as 1007 and 1009 Los Vista Drive, Williamson County, Texas. *[Postponed due to notification error]*
20. Mayor Christine opened a Public Hearing at 7:12 p.m. regarding Zoning Case 21-Z-038 to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development within the Conventional Development Sector) and HC-4-A (Heavy Commercial) to adopt the Heritage Grove Minor Planned Unit Development (PUD) with the base zoning district of HC-4-A (Heavy Commercial) on one parcel of land approximately 10 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031721; and generally located to the west of the intersection of Heritage Grove Road and US Highway 183, Leander, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 7:12 p.m.
 - Discuss and consider action regarding Zoning Case 21-Z-038 as described above.
21. Convened into executive session at 7: 13 p.m. pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding development phasing.
 - Reconvened into open session at 7:50 p.m.; Mayor Christine opened a Public Hearing at 7:52 p.m regarding Ordinance Case 21-OR-004 to amend the Subdivision Ordinance to update the definitions section, provide options for a Due Diligence Report, modify application completion review requirements, remove the A, B, and C Street requirements, update the Concept Plan submittal requirements to provide options for concurrent review with the Preliminary Plat process, provide phasing requirements, remove mylar requirements, update easement requirements, update the buffer zone requirements, and to provide for related matters; Williamson & Travis Counties, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 7:52 p.m.

- Discuss and consider action regarding Ordinance Case 21-OR-004 as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Mayor Pro Tem Becki Ross to approve Ordinance Case 21-OR-004 to amend the Subdivision Ordinance to update the definitions section, provide options for a Due Diligence Report, modify application completion review requirements, remove the A, B, and C Street requirements, update the Concept Plan submittal requirements to provide options for concurrent review with the Preliminary Plat process, provide phasing requirements, remove mylar requirements, update easement requirements, update the buffer zone requirements, and to provide for related matters; Williamson & Travis Counties, Texas.

Vote: 5 - 0

REGULAR AGENDA

22. Discuss and consider action regarding Ordinance Case 21-OR-005 to amend Chapter 13 Utilities to add provisions for development phasing; and to provide for related matters; Williamson & Travis Counties, Texas.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Longoria Mattke to approve Ordinance Case 21-OR-005 to amend Chapter 13 Utilities to add provisions for development phasing; and to provide for related matters; Williamson & Travis Counties, Texas.

Vote: 5 - 0

23. Discuss and consider action on proposed ballot language for consideration of the special elections.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Mayor Christine DeLisle to direct the City Attorney to bring back proposed ballot language options adopting a 4B economic development sales tax, a general revenue sales tax, and a combination of both, following a discussion.

Vote: 5 - 0

24. Discuss and consider action on a Resolution of the City of Leander, Texas supporting developing and entering into an Interlocal Cooperation Agreement with the Capital Metropolitan Transportation Authority for the benefit of Leander Citizens, providing effective date and open meetings clauses, and providing for related matters.

Motion by Councilmember Esme Longoria Mattke, Seconded by Mayor Pro Tem Becki Ross to approve a Resolution of the City of Leander, Texas supporting developing and entering into an Interlocal Cooperation Agreement with the Capital Metropolitan Transportation Authority for the benefit of Leander Citizens, providing effective date and open meetings clauses, and providing for related matters, following a discussion.

Vote: 5 - 0

25. Discuss and consider action on proposed amendments to the Home Rule Charter and recommendations by the Charter Review Commission.

26. Discuss and consider action on a two (2)- year appointment to the Central Texas Clean Air Coalition of the Capital Area Council of Governments.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Kathryn Pantalion-Parker to appoint Councilmember Esme Mattke Longoria to a two (2)- year appointment to the Central Texas Clean Air Coalition of the Capital Area Council of Governments.

Vote: 5 - 0

27. Council Member Closing Statements.

Kathryn Pantalion- Parker - wished everyone a happy New Year.

Esme Mattke Longoria - congratulated Rouse High School Marching Band on a successful competition season.

Na'Cole Thompson - invited everyone to the upcoming MLK Parade and Festival on January 17 in Old Town Park from 10 a.m. - 3 p.m.

Becki Ross - congratulated Mayor Christine on earning her Certified Municipal Official designation.

Christine DeLisle - thanked Councilmember Thompson for all her work on the upcoming MLK parade and festival; commented on Councilmember Thompson will appear on Fox News the Sunday prior to promote the event; Girls Softball registration currently taking place; and thanked Senior Deputy City Secretary Debora Penberg for providing dinner tonight.

28. Adjournment

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
01/20/2022

AGENDA SUBJECT:

Reject all bids received for project 21-CIP-002 for the improvements to Old Town Park on South Street and authorize a new bid.

BACKGROUND:

The improvements to the Old Town Park were designed by PLACE Designers per a pre-approved conceptual design. The initial intent was to have construction begin this past summer and be completed before this past Christmas. Concerns from COVID-19, caused delays with the documents being completed with the bids received on December 16, for which the City received two (2) bids.

One (1) bid, in the amount of \$2,124,258, was disqualified for not being signed and for missing many cost items. The second bid, the lower bid at \$1,153,427, was pulled by the bidder. Without any qualified bidders, the City will need to submit the project for re-bid.

RECOMMENDATION:

Staff recommends approval to rebid project 21-CIP-002, with the budget amount of \$1,044,000.00, and authorize the City's General Services to execute the new bidding process.

PRESENTER:

Prepared by Tony Bettis, PMP, CIP Project Manager
Presenter: Ross E. Blackketter, City Engineer

Attachments

1. Project Sheet
2. Bid Analysis



CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	P.48
PROJECT TITLE	Old Town Park
DEPARTMENT(S)	Parks & Recreation
PROJECT DESCRIPTION: The proposed Old Town Park is a vacant 0.82 acre lot adjacent to Leander City Hall which has served the purpose of hosting the Olde Town Street Festival in May along with the Leander Christmas Festival and Parade in December. Other events include movies in the park, etc. Preliminary development of the park began with the stage (constructed in 2017). Currently, the site is not favorable to most public events due to lack of shade (minimum trees), lack of grass (no irrigation); no sitting areas; very few picnic tables; no trash cans; etc. Current conditions are unattractive for Old Town businesses and residents including Leander City Hall and Leander Independent School District (LISD) Administrative offices. Potential for positive economic impact in the Old Town district of our City including the beautification of the Old Town district.	

Location			
Limits From/To:			
Schedule	Start	End	For Non Utility CIP projects - Check all that apply: ☐ Project will also involve the need for NEW City Utility Infrastructure. ☐ Project Cost Estimate Below DOES include cost for new utility infrastructure. ☐ Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.
Design Phase	NA	NA	
ROW/Esmt Acq.	NA	NA	
Construction	FY22	FY22	

PROJECT NEED/BENEFITS

PROJECT COSTS	Prior	FY22	FY23	FY24	FY25	FY26	Future	Total
Design Phase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900,000
Management	\$ -	\$ 27,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,000
Inspection/Testing	\$ -	\$ 27,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,000
Contingencies	\$ -	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Estimated Cost	\$ 97,200	\$ 1,044,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,141,200

Annual O&M Fiscal Impact	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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PROJECT BUDGET	Prior	FY22	FY23	FY24	FY25	FY26	Future	Total
Funding Source								
Account No.	Fund							
75-00-4775	Park Impact Fees	\$ 97,200	\$ 1,044,000	\$ -	\$ -	\$ -	\$ -	\$ 1,141,200
Total Revenues		\$ 97,200	\$ 1,044,000	\$ -	\$ -	\$ -	\$ -	\$ 1,141,200
EXPENDITURE								
75-23-8219	Old Town Park	\$ 97,200	\$ 1,044,000	\$ -	\$ -	\$ -	\$ -	\$ 1,141,200
Total Expenditures		\$ 97,200	\$ 1,044,000	\$ -	\$ -	\$ -	\$ -	\$ 1,141,200

Note: All amounts are shown in current dollars



Leander Old Town Park - Schedule of Bid Items

December 07,2021

Item No.	Item Description	Qty.	Unit	Unit Price	Total Price
SCHEDULE NO. 100 - EROSION AND SEDEMENTATION CONTROLS					
100.01	Stabilized Construction Entrance (installed and maintained)	1	EA	\$ -	\$ -
100.02	Stabilized Construction Entrance (remove)	1	EA	\$ -	\$ -
100.03	Silt Fence for Erosion Control (installed and maintained")	604	LF	\$ -	\$ -
100.04	Silt Fence for Erosion Control (remove)	604	LF	\$ -	\$ -
100.05	Concrete Washout	1	EA	\$ -	\$ -
100.06	Tree Protection Fence (install & remove)	267	LF	\$ -	\$ -
SUBTOTAL SCHEDULE NO. 100				\$	-
SCHEDULE NO. 200 - ROADWAY / PARKING					
200.07	Asphaltic Concrete Parking (ada parking, including access isle & striping, complete and in place)	1	EA	\$ -	\$ -
200.03	Concrete Ramp (complete and in place)	30	SF	\$ -	\$ -
200.08	Concrete Curb (complete and in place)	90	LF	\$ -	\$ -
SUBTOTAL SCHEDULE NO. 200				\$	-
SCHEDULE NO. 300 - GENERAL FLATWORK					
300.01	Concrete Sidewalk (complete and in place)	9,000	SF	\$ -	\$ -
300.02	Stamped Concrete Sidewalk (complete and in place)	470	SF	\$ -	\$ -
300.01	Concrete Unit Paver Type 1, Hex (concrete base)	2,500	SF	\$ -	\$ -
301.02	Concrete Unit Paver Type 2, Rec (concrete base)	504	SF	\$ -	\$ -
300.01	Concrete Pad for Temporary Toilet & Bike Rack (complete and in place)	225	SF	\$ -	\$ -
302.02	Concrete Unit Paver Curb (8" wide, along paver perimeter)	730	LF	\$ -	\$ -
SUBTOTAL SCHEDULE NO. 300				\$	-
SCHEULE NO. 400 - SITE FURNITURE					
400.01	Cantilever Shade	8	EA	\$ -	\$ -
400.02	Retractable Stage Shade	1	EA	\$ -	\$ -
400.03	Bench (surface mount, match the existing)	15	EA	\$ -	\$ -
400.04	Bench Concrete Pad (complete and in place)	585	SF	\$ -	\$ -
400.05	Removable Bollard (complete and in place)	6	EA	\$ -	\$ -
400.06	Vertical Clearance Bar (embedded post mount and support posts)	1	EA	\$ -	\$ -
400.07	Stone Seating Block (saw cut lueders limestone)	21	EA	\$ -	\$ -
400.08	Trash Can (surface mount, match the existing)	4	EA	\$ -	\$ -
SUBTOTAL SCHEDULE NO. 400				\$	-
SCHEULE NO. 500 - SITE LIGHTING/POWER					
500.01	Bollard Light (surface mount)	53	EA	\$ -	\$ -
500.02	String Lights (complete and in place)	34	EA	\$ -	\$ -
500.03	Area Light (water tower surface mount)	4	EA	\$ -	\$ -
500.04	Ground Power Box (complete and in place)	4	EA	\$ -	\$ -
500.05	Conduit & Electric Connection	140	LF	\$ -	\$ -
SUBTOTAL SCHEDULE NO. 500				\$	-
SCHEULE NO. 600 - WATER FEATURE					
600.01	Water Jet (circular water, w/ led, all equipment associated included)	4	EA	\$ -	\$ -
600.02	Utility Connection	1	EA	\$ -	\$ -
600.02	20" Concrete Block Wall (set on concrete pad, install cap, motar fill w/ rebar, complete and in place)	100	LF	\$ -	\$ -
SUBTOTAL SCHEDULE NO. 600				\$	-
SCHEULE NO. 700 - MISCELLANEOUS SITE FEATURES					
700.01	Customized Metal Kiosk	1	EA	\$ -	\$ -
700.02	Customized Metal Kiosk Concrete Pad (complete and in place)	90	SF	\$ -	\$ -
700.03	Customized Metal Kiosk Concrete Footing (reinforced, stone veneer, electric conduit, complete and in place)	2	EA	\$ -	\$ -
700.04	Historical Information Board (1/2" CHPL)	2	EA	\$ -	\$ -

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Assumption with listed number

CADRE Construction			Difference	Novium Group LLC		
Entered Unit Price	Entered Total Price	Calculated Total Price		Entered Unit Price	Entered Total Price	Calculated Total Price
\$ 35,600.00	\$ 35,600.00	\$ 35,600.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
\$ -	\$ -	\$ -	\$ -	\$ 280.00	\$ 280.00	\$ 280.00
\$ -	\$ -	\$ -	\$ -	\$ 2.25	\$ 1,359.00	\$ 1,359.00
\$ -	\$ -	\$ -	\$ -	\$ 0.68	\$ 410.72	\$ 410.72
\$ -	\$ -	\$ -	\$ -	\$ 1,064.00	\$ 1,064.00	\$ 1,064.00
\$ -	\$ -	\$ -	\$ -	\$ 3.81	\$ 1,017.27	\$ 1,017.27
\$ 35,600.00		\$ 35,600.00	\$ -	\$ 5,330.99		\$ 5,330.99
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,903.00	\$ 34,903.00
\$ -	\$ -	\$ -	\$ -	\$ 38.07	\$ 1,142.10	\$ 1,142.10
\$ -	\$ -	\$ -	\$ -	\$ 20.84	\$ 1,875.60	\$ 1,875.60
\$ -		\$ -	\$ -	\$ 37,920.70		\$ 37,920.70
\$ 21.47	\$ 193,272.00	\$ 193,230.00	\$ 42.00	\$ 8.41	\$ 75,690.00	\$ 75,690.00
\$ -	\$ -	\$ -	\$ -	\$ 16.81	\$ 3,200.70	\$ 7,900.70
\$ -	\$ -	\$ -	\$ -	\$ 1.69	\$ 4,225.00	\$ 4,225.00
\$ -	\$ -	\$ -	\$ -	\$ 19.23	\$ 9,691.92	\$ 9,691.92
\$ -	\$ -	\$ -	\$ -	\$ 16.81	\$ 3,782.25	\$ 3,782.25
\$ -	\$ -	\$ -	\$ -	\$ 22.41	\$ 16,359.30	\$ 16,359.30
\$ 193,272.00		\$ 193,230.00	\$ 42.00	\$ 112,949.17		\$ 117,649.17
\$ -	\$ -	\$ -	\$ -	\$ 14,707.87	\$ 117,662.96	\$ 117,662.96
\$ -	\$ -	\$ -	\$ -	\$ 97,878.11	\$ 97,878.11	\$ 97,878.11
\$ -	\$ -	\$ -	\$ -	\$ 1,568.00	\$ 23,520.00	\$ 23,520.00
\$ -	\$ -	\$ -	\$ -	\$ 14.56	\$ 8,517.60	\$ 8,517.60
\$ -	\$ -	\$ -	\$ -	\$ 2,055.21	\$ 12,331.26	\$ 12,331.26
\$ -	\$ -	\$ -	\$ -	\$ 2,632.01	\$ 2,632.01	\$ 2,632.01
\$ 1,428.57	\$ 30,000.00	\$ 29,999.97	\$ 0.03	\$ 983.97	\$ 20,663.37	\$ 20,663.37
\$ -	\$ -	\$ -	\$ -	\$ 476.00	\$ 1,904.00	\$ 1,904.00
\$ 30,000.00		\$ 29,999.97	\$ 0.03	\$ 285,109.31		\$ 285,109.31
\$ 2,658.49	\$ 140,900.00	\$ 140,899.97	\$ 0.03	\$ -	\$ 37,813.38	\$ 37,813.38
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,376.00	\$ 12,376.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,320.04	\$ 12,320.04
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,296.00	\$ 17,296.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,211.00	\$ 15,211.00
\$ 140,900.00		\$ 140,899.97	\$ 0.03	\$ 95,016.42		\$ 95,016.42
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,200.00	\$ 39,200.00
\$ 29,535.00	\$ 29,535.00	\$ 29,535.00	\$ -	\$ -	\$ 8,400.00	\$ 8,400.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,745.00	\$ 9,745.00
\$ 29,535.00		\$ 29,535.00	\$ -	\$ -		\$ 57,345.00
\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ 47,040.09	\$ 47,040.09
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 282.30	\$ 282.30
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,352.00	\$ 9,352.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,672.00	\$ 7,672.00

700.05	Prefabricated Landmark Structure (non functional water tower)	1	EA	\$	-	\$	-
700.06	Prefabricated Landmark Structure Footing (reinforced, stone veneer, electric conduit, complete and in place)	4	EA	\$	-	\$	-
700.07	Back-Lit Channel Letter (water tower wall-mount)	1	EA	\$	-	\$	-
SUBTOTAL SCHEDULE NO. 700						\$	-
SCHEULE NO. 800 - LANDSCAPE / PLANTING							
800.01	Oak, Hightower Willow / Quercus phellos 'Qpsta' hightower (3" cal.)	6	EA	\$	-	\$	-
800.02	Cedar Elm / Ulmus crassifolia (3" cal.)	9	EA	\$	-	\$	-
800.03	Germander, Bush / Teucrium fruticans (5 gal.)	14	EA	\$	-	\$	-
800.04	Wax Myrtle, Dwarf / Myrica pusilla (5 gal.)	26	EA	\$	-	\$	-
800.05	Wax Myrtle, Southern / Myrica cerifera (5 gal.)	12	EA	\$	-	\$	-
800.06	Fireworks Fountain Grass / Pennisetum setaceum 'Fireworks' (1 gal.)	53	EA	\$	-	\$	-
800.07	Feathergrass, Mexican / Stipa tenuissima (1 gal.)	140	EA	\$	-	\$	-
800.08	Dwarf Fountain Grass, Little Bunny / Pennisetum alopecuroides 'Little Bunny' (1 gal.)	157	EA	\$	-	\$	-
800.09	Blonde Ambition Blue Grama Grass / Bouteloua gracilis 'Blonde Ambition' (1 gal.)	130	EA	\$	-	\$	-
800.10	Elijah Blue Fescue / Festuca glauca 'Elijah Blue' (1 gal.)	39	EA	\$	-	\$	-
800.11	Angelonia / Angelonia augustifolia (1 gal.)	20	EA	\$	-	\$	-
800.12	Sedge, Texas / Carex texensis (plug)	928	EA	\$	-	\$	-
800.13	Bermuda Grass / Cynodon dactylon (hydroseed)	2,480	SF	\$	-	\$	-
800.14	River Rock Bed (1"-1.5" diameter)	1,000	SF	\$	-	\$	-
800.15	Steel Edge	550	LF	\$	-	\$	-
SUBTOTAL SCHEDULE NO. 800						\$	-
SCHEULE NO. 900 - IRRIGATION							
900.01	Drip Irrigation (complete and in place)	5,700	SF	\$	-	\$	-
900.02	Spray Irrigation (complete and in place)	24,000	SF	\$	-	\$	-
SUBTOTAL SCHEDULE NO. 900						\$	-
SCHEULE NO. 1000 - GENERAL PROJECT COST							
1000.01	Mobilization, de-mobilization, SWPPP, General Conditions	1	LS	\$	-	\$	-
1000.02	Site prep. And grading	1	LS	\$	-	\$	-
SUBTOTAL SCHEDULE NO. 1000						\$	-

BASE BID SUBTOTAL	\$	-
10% CONSTRUCTION CONTINGENCY	\$	-
GENERAL CONTRACTOR BASE TOTAL CONSTRUCTION COSTS WITH CONTINGENCY	\$	-

ALTERNATE ITEMS (TOTAL)							
ALTERNATE NO. A100							
A100.01	Planter Pot	10	EA	\$	-	\$	-
A100.02	Movable Table Set (table*1, chair*2 per set)	40	EA	\$	-	\$	-
A100.03	Rain Curtain (installed with water tower, all equipment associated included)	3	EA	\$	-	\$	-
A100.04	Rain Curtain Equipment Room Concrete Pad (complete and in place)	110	SF	\$	-	\$	-
A100.05	Rain Curtain 6' Equipment Room Fencing (embedded mount)	50	LF	\$	-	\$	-
A100.06	Back-Lit Clock (installed with water tower, wall mount)	1	EA	\$	-	\$	-
A100.07	Bocce Ball Court (complete and in place)	280	SF	\$	-	\$	-
SUBTOTAL SCHEDULE NO. A100						\$	-

\$	529,983.00	\$	529,983.00	\$	529,983.00	\$	-	
\$	-	\$	-	\$	-	\$	-	
\$	20,153.00	\$	20,153.00	\$	20,153.00	\$	-	
			\$	580,136.00	\$	580,136.00	\$	-

\$	36,156.00	\$	216,936.00	\$	216,936.00	\$	
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\$		216,936.00		\$		216,936.00	
						\$	

\$	-	\$	-	\$	-	\$	-
\$	-	\$	-	\$	-	\$	-
			\$	-	\$	-	-

\$	382,213.23	\$	382,213.00	\$	382,213.23	\$	(0.23)
\$	-	\$	-	\$	-	\$	-
		\$	382,213.00	\$	382,213.23	\$	(0.23)

\$	1,608,592.00	\$	1,608,550.17	\$	41.83
\$	160,859.00	\$	160,855.02	\$	3.98
\$	1,769,451.00	\$	1,769,405.19	\$	45.81

\$	200.00	\$	2,000.00	\$	2,000.00	
\$	1,250.00	\$	50,000.00	\$	50,000.00	
\$	83,745.67	\$	251,237.00	\$	251,237.01	
\$	13.64	\$	1,500.00	\$	1,500.40	
\$	500.00	\$	25,000.00	\$	25,000.00	
\$	12,020.00	\$	12,020.00	\$	12,020.00	
\$	46.77	\$	13,096.00	\$	13,095.60	
	\$	-	\$	354,853.01	\$	(354,853.01)

\$ 2,124,258.20

\$	-	\$	9,408.02	\$	9,408.02	
\$	-	\$	19,488.00	\$	19,488.00	
\$	-	\$	2,604.00	\$	2,604.00	
			\$	98,587.41	\$	95,846.41

\$	-	\$	5,376.00	\$	5,376.00
\$	-	\$	7,560.00	\$	7,560.00
\$	-	\$	518.00	\$	518.00
\$	-	\$	962.00	\$	962.00
\$	-	\$	444.00	\$	444.00
\$	-	\$	773.80	\$	773.80
\$	-	\$	2,044.00	\$	2,044.00
\$	-	\$	2,292.20	\$	2,292.20
\$	-	\$	1,898.00	\$	1,898.00
\$	-	\$	569.40	\$	569.40
\$	-	\$	292.00	\$	292.00
\$	-	\$	3,127.36	\$	3,127.36
\$	-	\$	19,443.20	\$	19,443.20
\$	-	\$	24,640.00	\$	24,640.00
\$	-	\$	4,312.00	\$	4,312.00
\$			74,251.96	\$	74,251.96

\$	-	\$	740.00	\$	740.00	
\$	-	\$	24,000.00	\$	24,000.00	
			\$	31,410.00	\$	24,740.00

\$	-	\$	72,800.00	\$	72,800.00
\$	-	\$	182,560.00	\$	182,560.00
		\$	255,360.00	\$	255,360.00

\$	1,036,214.83	\$	1,048,569.96
\$	103,621.48	\$	104,857.00
\$	1,139,838.72	\$	1,153,426.96

\$	-	\$	-	\$	-
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\$	-	\$	-	\$	-
	\$	-	\$	-	

\$ 1,139,838.72 \$ 1,153,426.96



EXECUTIVE SUMMARY
01/20/2022

AGENDA SUBJECT:

Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to OHT Partners for the Parkside Village Site Project at 8421 183A Toll Road in Leander.

BACKGROUND:

OHT Partners is requesting permission for construction activities for concrete pours to begin at 4:00 a.m. from January 24 to May 27 (see attached request form for schedule) for the Parkside Village project. OHT Partners will make every attempt to notify the nearby residences that are adjacent to the jobsite. They will also post forty-eight (48)- hour notices in and around the property for the tenants to view. They will keep back up alarms turned down low.

RECOMMENDATION:

Staff recommends approval for a Variance of the City's Noise Ordinance for construction activities as described in the attached request from OHT Partners for the Parkside Village project.

PRESENTER:

Ross E. Blackketter, P.E. City Engineer

Attachments

1. Noise Variance Application

Engineering Department

Temporary Noise Variance ApplicationChapter 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.

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

Concrete pours for building foundations and concrete paving at the Parkside Village Apartment Project at 8421 183A Toll Road

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 pumps, Backhoe, concrete trucks, trowel machines

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 the backup alarms turned off or turned way down, we will notify neighbors 48 hrs prior to pours via postings at our site and the mail kiosks of the neighbor hood.

Engineering Department
Temporary Noise Variance Application

Project Address: 8421 183A Toll Road OR Location: _____

Description of Work:

Concrete pours for building foundations and concrete parking areas

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

Start Date: January 24, 2022 Start Time: 4 am

Finish Date: May 27, 2022 Finish Time: 7 pm

Applicant Information:

Name: Frank Lockhart Company OHT Partners Position: Superintendent

Address: 8421 183A Toll Road Phone: 512-563-8751 E-mail: flockhart@ohtpartners.com

Contractor Information:

Name: Frank Lockhart Company OHT Partners Position: Superintendent

Address: 901 Mopac Expwy BOP3 Phone: 512-563-8751 E-mail: flockhart@ohtpartners.com
Suite 220
Austin, Texas 78746



EXECUTIVE SUMMARY
01/20/2022

AGENDA SUBJECT:

Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to Alliance Residential Company for the Bryson Multifamily located at 241 S. Chitalpa in Leander, Williamson County, Texas.

BACKGROUND:

Alliance Residential Company is requesting permission for construction activities for concrete pours to begin at 3:00 a.m. from January 26 to May 26 (see attached request form for schedule). Alliance Residential Company will make every attempt to notify the nearby residences that are adjacent to the jobsite. They will also post forty-eight (48)- hour notices in and around the property for the tenants to view. They will keep horns to a minimum and will keep trucks off of Bryson Ridge, using Bulbine.

APPLICANT/AGENT:

Alliance Residential Company

RECOMMENDATION:

Staff recommends approval for a variance of the City's Noise Ordinance for construction activities as described in the attached request from Alliance Residential Company for the Bryson Multifamily project.

PRESENTER:

Ross E. Blackketter, P.E. City Engineer

Attachments

1. Noise Variance Request

Engineering Department

Temporary Noise Variance ApplicationChapter 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.

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

Alliance Residential is currently building a job in the Bryson subdivision. We will need to begin concrete pours roughly at 3 am to sustain a quality product. I can furnish exact pour dates a week before due to unforeseen issues that may come across

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

Pump truck and 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.)

Alliance and subcontractors will turn off all unnecessary sounders/horns

Engineering Department Temporary Noise Variance Application

Project Address: 241 S. Chitalpa OR Location: _____

Description of Work:

Alliance Residential will begin pouring concrete January 26 through the end of May. We are requesting early pours due to Texmix not being able to give us quality service past 7 A.M. Pouring earlier will ensure a quality product and will alleviate potential problems later on. 90% of our pours are well over 600 ft from the closest occupied dwelling. During these pours we will make sure to keep horns at a minimum and will keep trucks off of Bryson Ridge, using Bulbine instead.

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

Start Date: 1/26/2022 Start Time: 3:00 AM

Finish Date: 5/26/2022 Finish Time: _____

**** Pours will be once a week. Twice a week at most on**

Applicant Information: **rare occasions**

Name: Devin Bear Company Alliance Residential Position: Superintendent
Address: 820 Gessner Dr. #1000 Phone: _____ E-mail: dbear@allresco.com
Houston Tx, 77024 713-248-9385

Contractor Information:

Name: Devin Bear Company Alliance Residential Position: Superintendent
Address: 820 Gessner Dr. #1000 Phone: _____ E-mail: dbear@allresco.com
Houston Tx, 77024 713-248-9385



EXECUTIVE SUMMARY
01/20/2022

AGENDA SUBJECT:

Acceptance of Subdivision Public Infrastructure Improvements for Aven Ridge Phase 1.

BACKGROUND:

The subdivision Public infrastructure improvements required for Aven Ridge Phase 1 have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two-year term upon City Council acceptance, as anticipated, on January 20, 2022 which will provide warranty and maintenance coverage for the public infrastructure improvements through January 20, 2024. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

RECOMMENDATION:

Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Aven Ridge Phase 1.

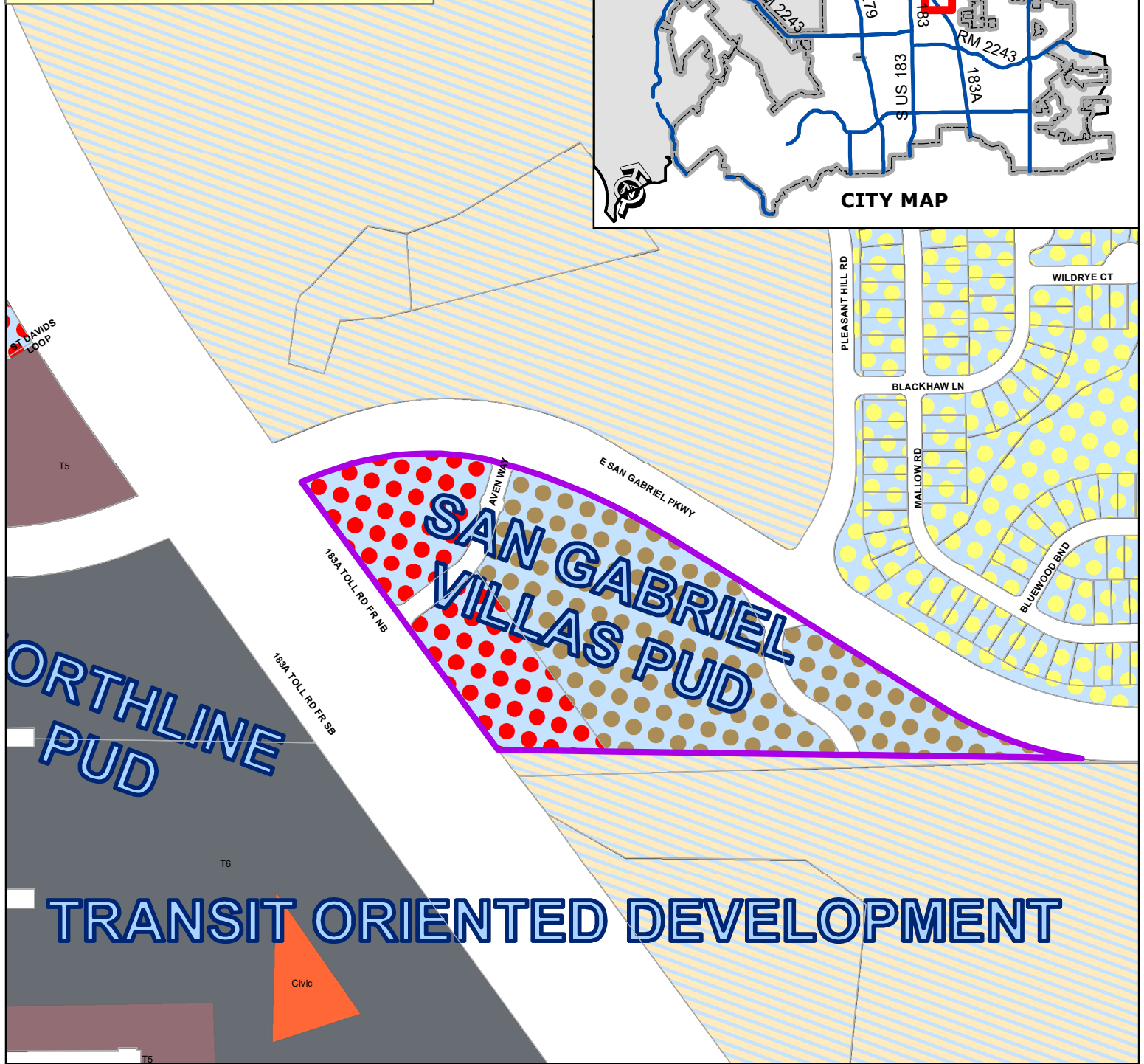
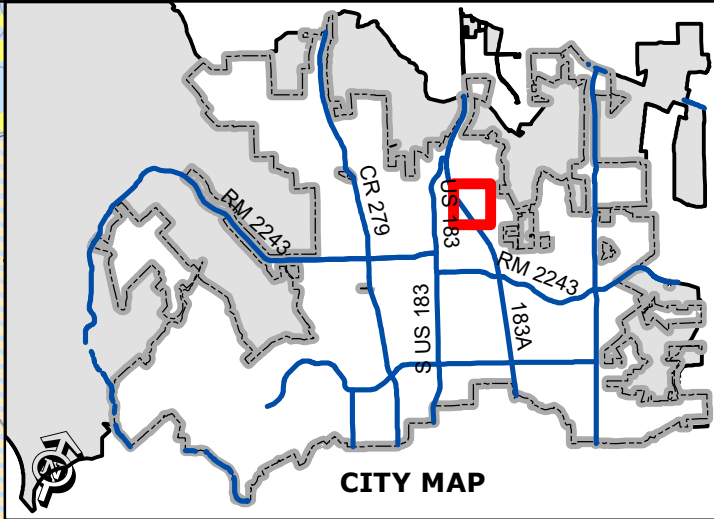
PRESENTER:

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

Attachments

1. Aven Ridge Ph 1 Acceptance

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.



PICP ACCEPTANCE

Location Map - Aven Ridge

	Acceptance_Area		PUD - Single-Family		CD - Conventional Sector
	City Limits		PUD - Multi-Family		Civic Building
			PUD - Mixed Use		T5 - Urban Center
			PUD - General Commercial		T6 - Urban Core





January 27, 2021
City of Leander – Planning Dept.
201 N Brushy St
Leander, TX 78641

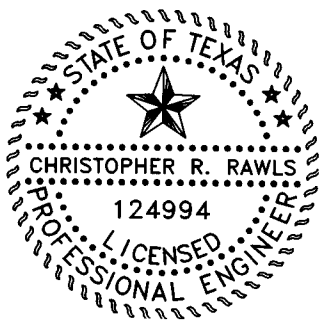
**RE: Aven Ridge Public Improvement Construction Plans, Phase 1 - Concurrence Letter
Development Permit No: 18-TOD-PICP-030**

Dear City of Leander Staff,

On January 6, 2021, I, the undersigned Professional Engineer in the state of Texas, or my representative, made a final visual inspection of Phase 1 of the Aven Ridge Public Improvement construction project. The conclusion drawn from this final inspection is that the project has been constructed in general conformance with the approved plans, specifications and requirements of the associated regulatory permits. I, therefore, recommend acceptance of this project by City of Leander.

Sincerely,
BGE, Inc.


Chris Rawls, P.E.
Project Manager



cc: Robin Griffin, City of Cedar Park
Wayne S. Watts, City of Cedar Park
Kevin Kuntz, Duke, Inc.
Mike Richardson, Duke, Inc.
Brett Smith, Duke, Inc.

Serving. Leading. Solving.™



1225 North Loop West, Suite 935, Houston, TX 77008
713.864.8494 acico.com

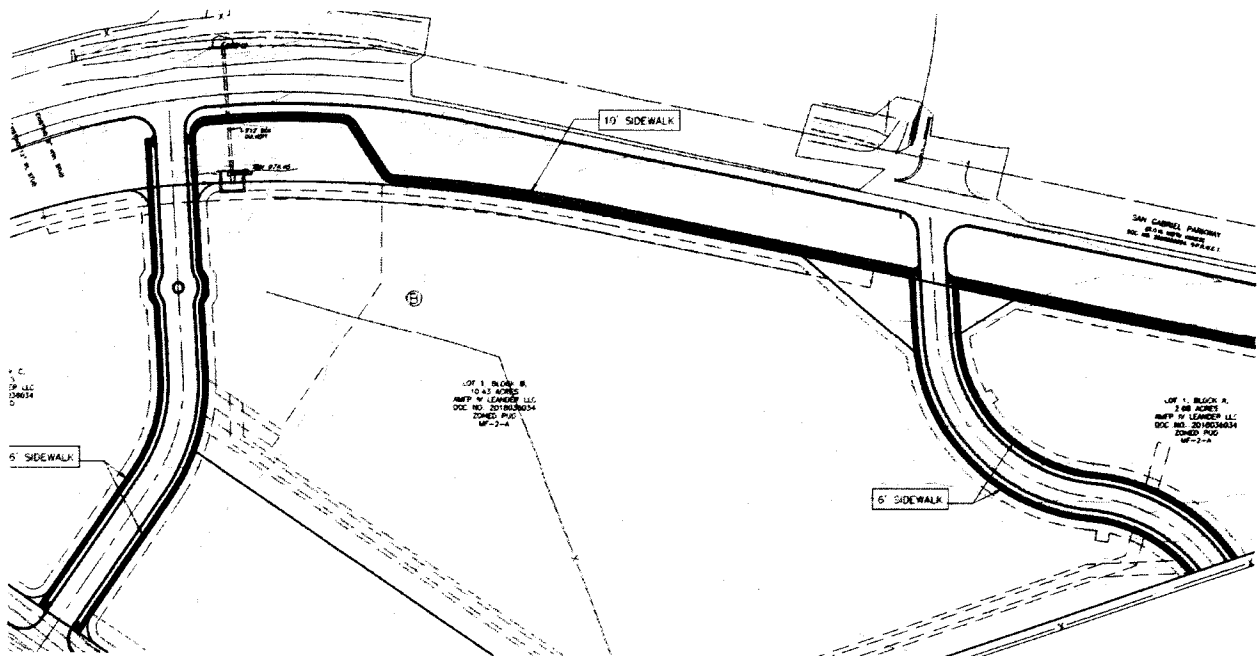
January 26, 2021

Kevin Kuntz
Duke, Inc.
13740 Midway Rd. #804
Dallas, TX 75244
kevin.kuntz@dukecompanies.com

Re: TAS Assessment of a portion of the ROW work associated with Aven Ridge Apartments in Leander, TX.

Mr. Kuntz,

On January 25, 2021, I visited the Aven Ridge Apartments, Located at the SE Intersection of San Gabriel Parkway and 183-A in Leander, TX, for the purpose of assessing a portion of the surrounding sidewalks for compliance with the Texas Accessibility Standards (TAS). The area surveyed (shaded blue) is shown below.



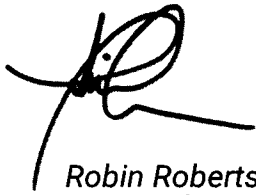
From Civil Sheet 36 of 51 of Aven Ridge Subdivision Construction Plan Set

In a letter dated January 25, 2021 violations of TAS within these portions of the ROW were noted. In a subsequent email dated January 26th, 2021 you addressed the specific violations and provided photographs of the corrections.

I am pleased to report that based on this information, all Items within the noted portions of the ROW are in compliance with TAS.

Sincerely yours,

ACI, Ltd.

A handwritten signature in black ink, appearing to be 'Robin Roberts', with a stylized flourish extending from the bottom left.

*Robin Roberts, RAS
Registered Accessibility Specialist
rroberts@acico.com
713-979-0860*

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that AMFP IV Leander LLC, a Texas limited liability company as Principal, whose address is c/o: Abacus Capital Group, 100 Park Avenue, Suite 3500, New York, NY 10017 and Harco National Insurance Company a Corporation organized under the laws of the State of Illinois, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Ninety Eight Thousand Four Hundred Sixty Six and 10/100's Dollars (\$98,466.10) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Aven Ridge Public Improvement Construction Plans 18-TOD-PICP-030 (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of two (2) years after acceptance by the Obligee, against all defects in workmanship and materials which may become apparent during said period;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal keeps and performs the requirement of the Obligee's ordinances and this Maintenance Bond to maintain the improvements and keep the same in good repair and shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of two (2) years from and after the date of acceptance by the Obligee (the "maintenance period"), then this obligation shall be void, otherwise to remain in full force and effect, and Owner shall have and cover from said Principal and Surety damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the Principal and Surety hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said improvements shall continue throughout the maintenance period, and the same shall not be diminished in any manner from any cause during said time.

Principal agrees to repair or reconstruct the improvements in whole or in part at any time within the two year period to such extent as the Obligee deems necessary to properly correct all defects except for normal wear and tear. If the Principal fails to make the necessary corrections within ten days after being notified in writing, the Obligee may do so or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred. Principal will maintain and keep in good repair the improvements for a period of two years from the date of acceptance; it being understood that the purpose of this Maintenance Bond is to cover all

defective conditions arising by reason of defective material, work, or labor performed by said Principal or its subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified in writing, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety shall notify the Obligee at least fifteen (15) days prior to the end of the first full calendar year and prior to the lapse of this Maintenance Bond at the end of the second full calendar year.

Surety and Principal agree that whenever a defect or failure of the improvement occurs within the maintenance period of coverage under this Bond, the Surety and Principal shall provide a new maintenance bond or other surety instrument in a form acceptable to the Obligee and compliant with the Obligee's ordinances conditioned to guarantee for the period of one (1) year after the Obligee's acceptance of the corrected defect or failure, against all defects in workmanship and materials associated with the corrected defect or failure which may become apparent during said period, which shall be in addition to this Maintenance Bond.

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

This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to be performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 4th day of November, 2021.

AMFP IV Leander LLC

Principal

By: Michael Sando

Title: VICE PRESIDENT

Address: 999 18th St

Suite 925N

Denver CO 80202

Harco National Insurance Company

Surety

By: Kara O Skinner

Title: Kara O Skinner, Attorney-in-Fact

Address: One Newark Center, 20th Floor

Newark NJ 07102

kara@integritysurety.com (800)592-8662

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

Integrity Surety LLC / Kara O Skinner

TX License #1636427 / 1611687

(Seal)

STATE OF COLORADO

COUNTY OF Denver

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON

11/18/2021 BY Michael Sando

Karen K. Jorgensen

NOTARY PUBLIC

MY COMMISSION EXPIRES: 04/30/2023

Bond # 0809909

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

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

MERCEDES TROKEY-MOUDY, KANISHA GRESHAM, KARA SKINNER, CAMERON HUNTSUCKER

Seattle, WA

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

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

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

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019



STATE OF NEW JERSEY
County of Essex

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

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



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

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

CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, November 04, 2021

A01522

Irene Martins, Assistant Secretary



1/21/2021

Michael O'Neal
Engineering Department
City of Leander
201 N. Brushy St.
Leander, TX 78641

RE: Aven Ridge Public Improvement Construction Plans
18-TOD-PICP-030

Dear Mr. O'Neal,

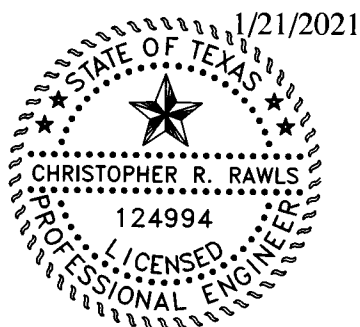
The following is the cost breakdown for items to be owned and maintained by the City within the above referenced permit:

Drainage	(\$117,822.00)
Water	(\$168,600.00)
Wastewater	(\$159,040.00)
Streets	(\$539,199.00)
Total	(\$984,661.00)

If you have any questions, please call.

Sincerely,

Chris Rawls, P.E.



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

STATE OF TEXAS
COUNTY OF

Date: January 19, 2021

Developer: Duke, Inc.

Contractor/Material
Provider ("Affiant"): Duke Inc., General Contractors

Project : Aven Ridge Apartments

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 19 day of January 2021.

Initialed: RJS

AFFIANT:

Signature: _____

Typed Name: _____

Title: _____

Robert J. Stone III
Robert J. Stone III
President

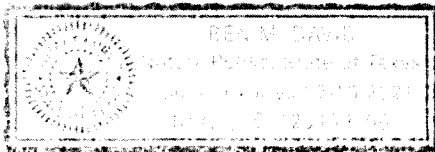
STATE OF TEXAS

COUNTY OF Dallas

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19 day of January, 2021

[SEAL]



Ben M. David
Notary in and for the State of Texas

Name: Ben M. David

My

commission

expires: 7/15/22

Initialed: _____



EXECUTIVE SUMMARY
01/20/2022

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case 21-Z-038 to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development within the Conventional Development Sector) and HC-4-A (Heavy Commercial) to the Heritage Grove Minor Planned Unit Development (PUD) with the base zoning district of HC-4-A (Heavy Commercial) on one (1) parcel of land approximately 10 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031721; and generally located to the west of the intersection of Heritage Grove Road and US Hwy 183, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the rezoning process. The Planning & Zoning Commission unanimously recommended approval during the December 9, 2021 meeting.

HISTORY/TIMELINE:

09/22/2005 – Transit Oriented Development – Conventional Development Sector (CD) approved for parcel R031721

12/09/2021 – Planning & Zoning Commission, 1st Public Hearing

01/06/2022 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Goode Faith Engineering, LLC (Anthony Goode) on behalf of Osbahr Marcia Family Trust (Gunter Osbahr)

RECOMMENDATION:

The City Council unanimously approved the request during the January 6, 2022 meeting.

PRESENTER:

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

Attachments

1. Planning Analysis - Heritage Grove Minor PUD
2. Current Zoning Map
3. Future Land Use Map
4. Public Notice Map
5. Proposed Zoning Map
6. Aerial Map
7. Minor PUD Notes
8. Letter of Intent
9. Summary of Neighborhood Communication
10. Ordinance



PLANNING ANALYSIS

ZONING CASE 21-Z-038 HERITAGE GROVE MINOR PUD

GENERAL INFORMATION

Owner/Agent: Goode Faith Engineering, LLC (Anthony Goode) on behalf of Osbahr Marcia Family Trust (Gunter Osbahr)

Current Zoning: Conventional Development Sector within the PUD/TOD (Planned Unit Development/Transit Oriented Development)

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

Size and Location: The property is located northwest of the intersection of US 183 and Heritage Grove, including approximately 4.6 acres.

Staff Contact: Cory Dale
Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property to heavy commercial in order to allow for office warehouse and storage.

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?

SPECIAL CONSIDERATIONS

None.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	HI-5-D PUD	Undeveloped (platting and site plan under review) Capital Metro Planned Unit Development (undeveloped)
EAST	PUD (GC)	Point 183 Minor PUD

SOUTH	PUD (GC)	Reserve at North Fork PUD (platting and site plan under review)
WEST	HC-4-C	US Gold Bureau

SURROUNDING AREA:

This property is located south of Heritage Grove Road and west of US 183.

PHYSICAL AND NATURAL FEATURES:

This property contains scattered trees across the lot and is undeveloped.

PROPERTY HISTORY:

On September of 2005, the parcel (R031721) was zone Transit Oriented Development District (TODD) – Conventional Development Sector (CD).

MAJOR CORRIDORS:

This property has access onto Heritage Grove Road.

TRANSPORTATION PLAN REQUIREMENTS:

At the time of the Concept Plan submittal, the applicant will submit either a Traffic Impact Analysis (TIA) or a fee in lieu of TIA as determined by the City Engineer. The Transportation Master Plan also designates the project to include an east-west connector trail across the site (Oak Grove Road Trail).

EXISTING UTILITIES:

This property has access to a 12” water line to the west along Heritage Grove Rd and future extension of Broade Street. Nearest sewer line is an 8” waste water line and manhole to the southwest and within the future extension of Broade Street.

CURRENT LAND USES:

This property is currently undeveloped.

PROPOSED ZONING DISTRICT:**USE COMPONENT****PLANNED UNIT DEVELOPMENT (PUD):**

The purpose and intent of the Planned Unit Development (PUD) district is to create unified standards for development in order to provide flexible, customized zoning and subdivision standards to encourage imaginative and innovative designs for the development of property in the City consistent with this ordinance and accepted urban planning principles in accordance with the City of Leander Comprehensive Plan.

HC – HEAVY COMMERCIAL:

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

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

SITE COMPONENT**TYPE 4 (non-residential only):**

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

Intent:

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

ARCHITECTURAL COMPONENT

TYPE 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

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

Applicable Future Land Use categories

EMPLOYMENT CENTER

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

The Employment Center area is focused on meeting the plan goals of an attractive, high-quality business environment for investors to bring to Leander and grow/diversify the tax base. It complements other nearby regional mixed-use areas, but provides opportunities for larger-footprint, single-tenant buildings that can

accommodate numerous employees. These areas may be developed with an auto-oriented, traditional character, or in a mixed-use urban design. In a planned environment, upper-story vertical mixed-residential is encouraged along with limited, integrated high-density residential-only buildings. Such scenarios should be tightly regulated to ensure the proper mix.

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

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:

DEVELOPMENT MEETING

A development meeting was held with Staff on 8/16/2021. No changes were made to the development proposal prior to official submittal of the rezoning application.

NOTIFICATION

11/18/2021 - Public Notice on Hill Country News
11/19/2021 - Mail Notification to Property Owners within 200'
11/19/2021 - Public Hearing Signage Posted on Property
12/09/2021 - Planning and Zoning Commission Public Hearing
01/06/2021 - City Council Public Hearing & First Reading of the Ordinance
01/20/2021 - City Council Second & Final Reading of the Ordinance

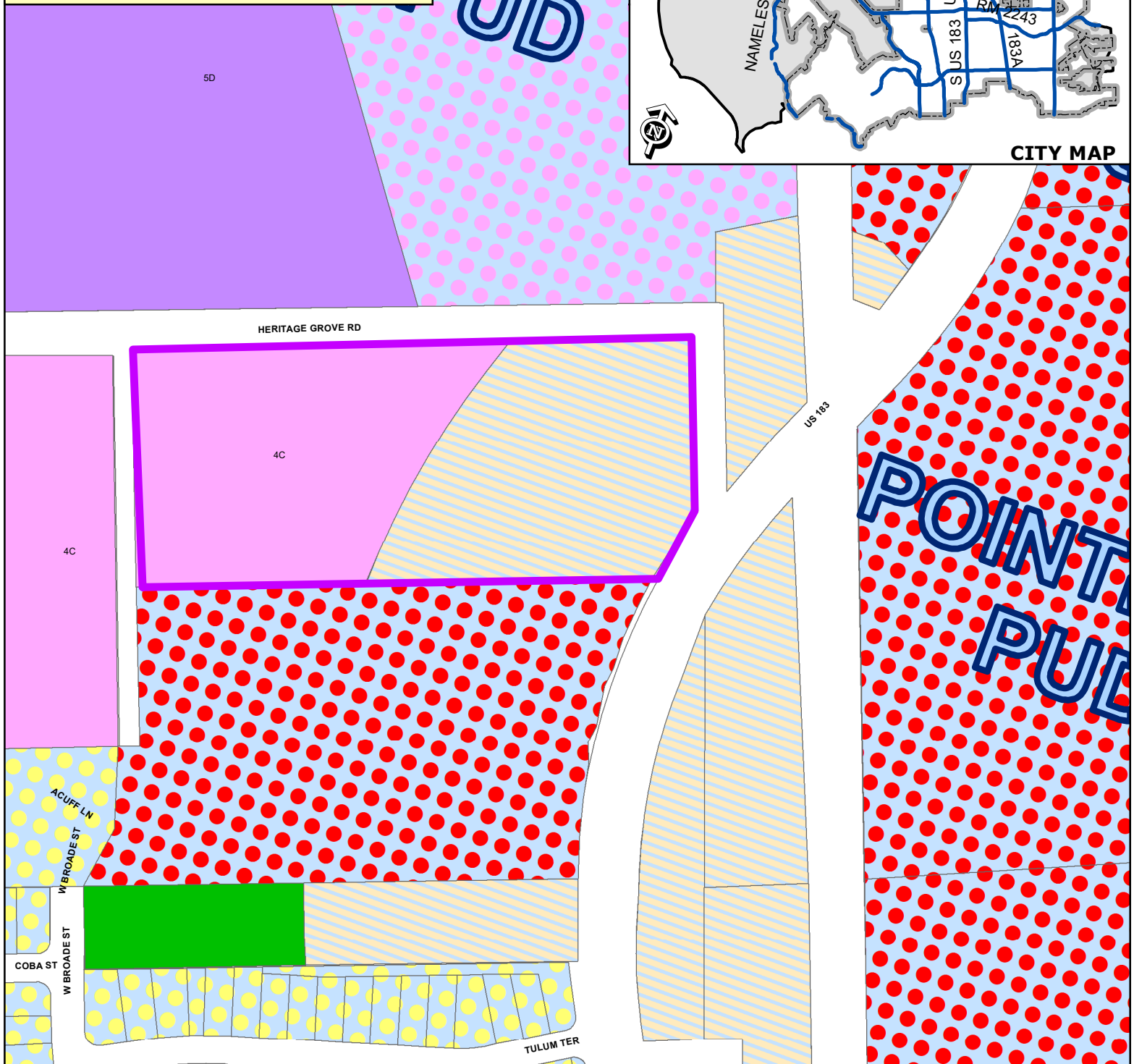
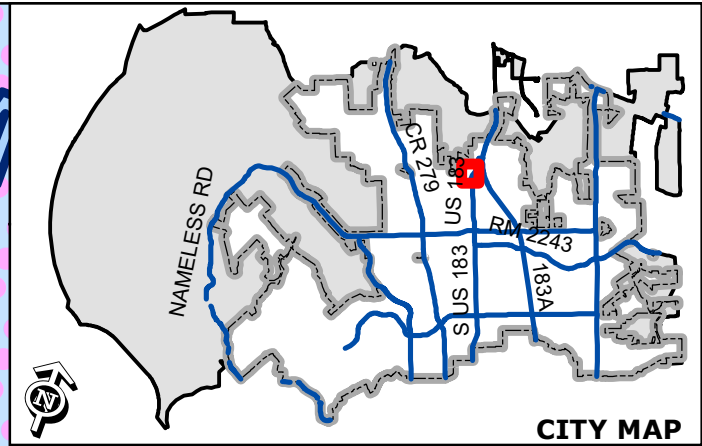
PUBLIC NOTIFICATION:

Notices were mailed by City staff to all property owners within 200 feet. Neighborhood outreach information per applicant within packet as attachment 9.

APPROVAL CRITERIA:

The zoning request is consistent with the future land use map designation of Employment Center and the proposed office warehouse and storage commercial uses would be compatible with the surrounding land uses.

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.



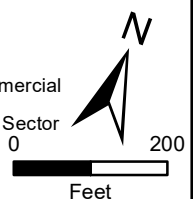
Case: 21-Z-038

ATTACHMENT #2

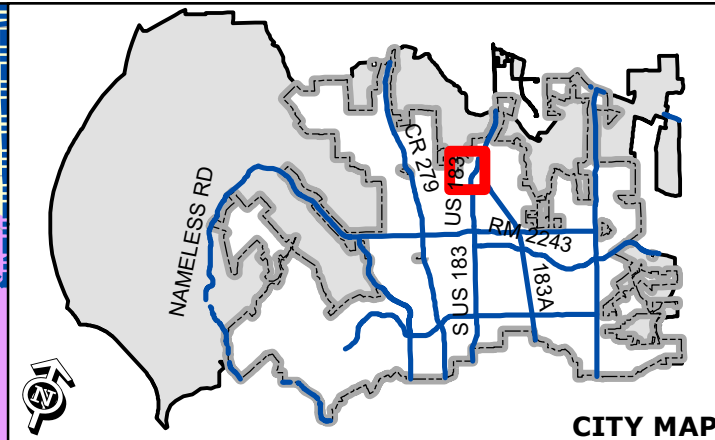
Heritage Grove Minor PUD

Proposed Zoning

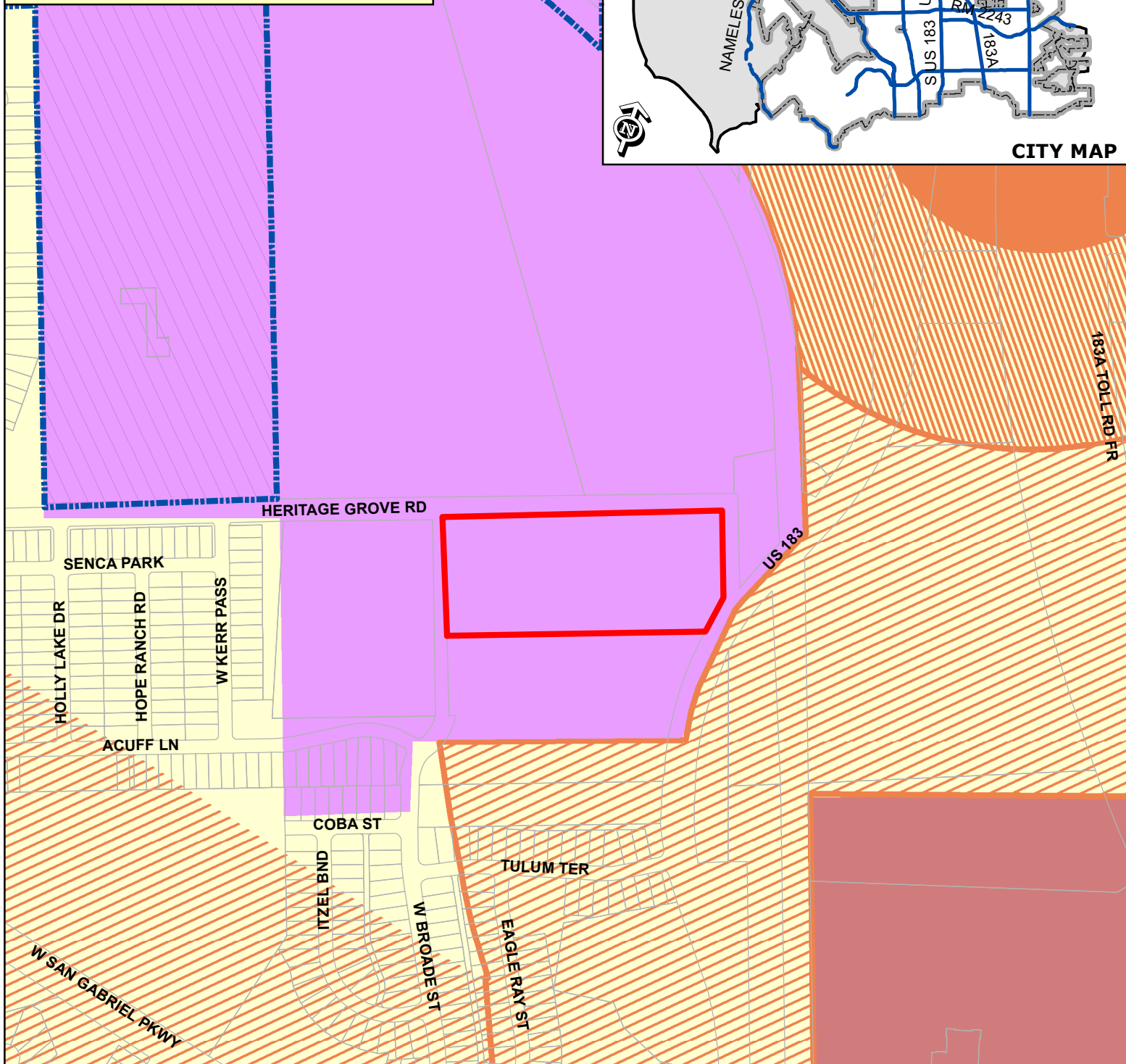
- | | | | | |
|---------------------------|-----------------------|--------------------------|--------------------------|------------------------|
| Subject Tract | City Limits | HC - Heavy Commercial | PUD - Single-Family | PUD - Heavy Commercial |
| SFR - Single-Family Rural | HI - Heavy Industrial | PUD - General Commercial | CD - Conventional Sector | |



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CITY MAP



ZONING CASE: 21-Z-038

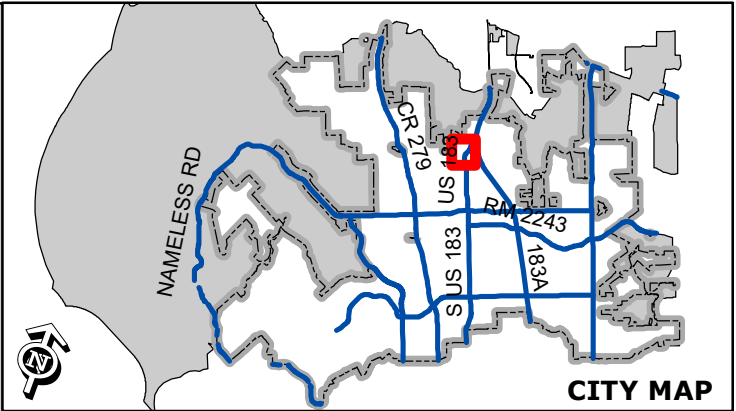
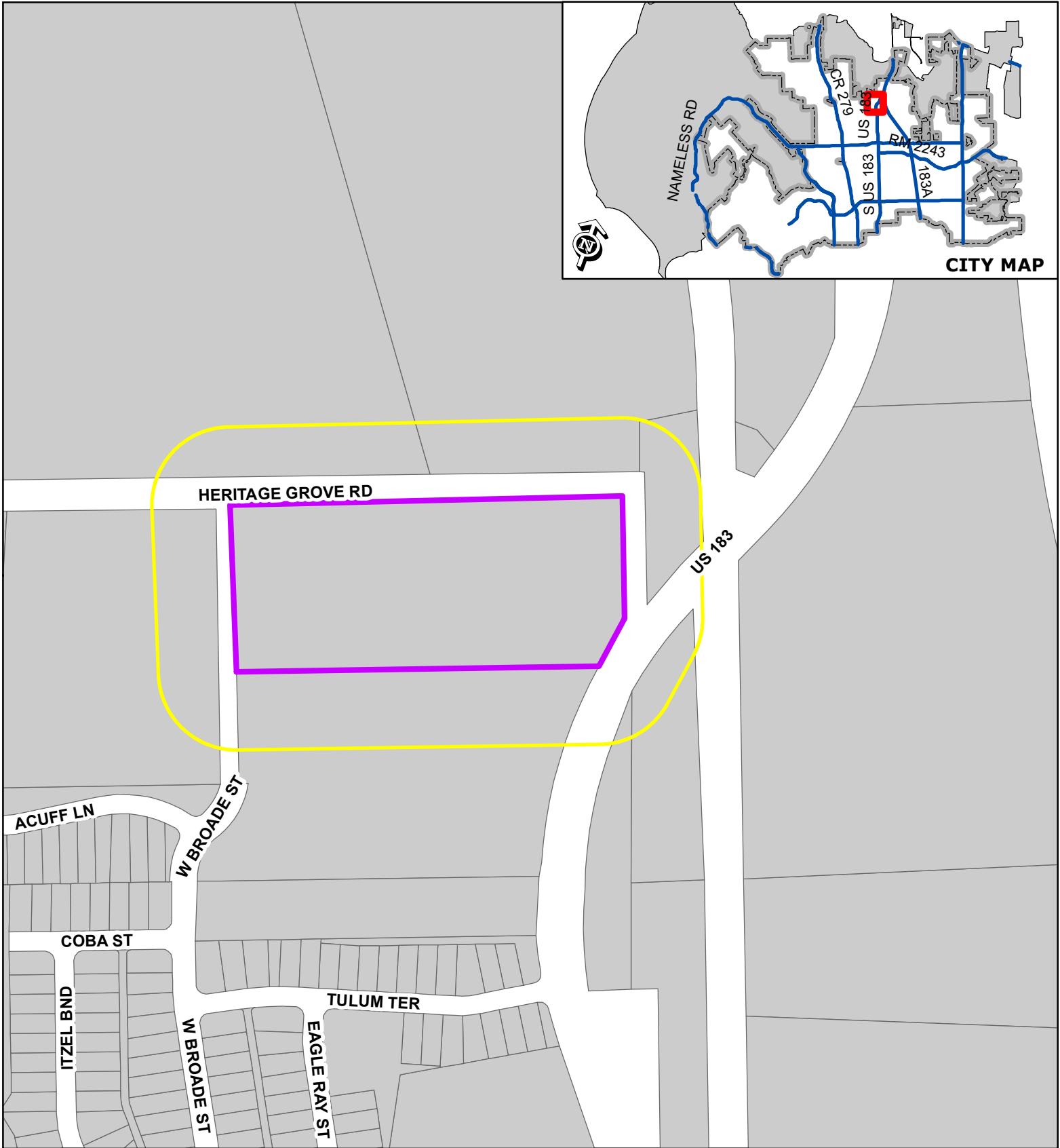
ATTACHMENT #3

Heritage Grove Minor PUD

Future Land Use Map

- | | | | |
|--------------------------|---|-------------------|---------------------|
| Subject Tract | Neighborhood Center - Solid | Activity Center | Leander Central |
| City Limits | Neighborhood Center | Employment Center | Greenway |
| Rural | Multi-Use Corridor | Industrial | Parks and Preserves |
| Neighborhood Residential | Multi-Use Corridor - Priority Corridor | Old Town | |
| Transitional | Neighborhood Center - Priority Corridor | Urban Mixed Use | |





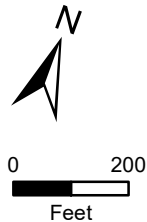
CASE: 21-Z-038

ATTACHMENT # 4

TITLE: Heritage Grove

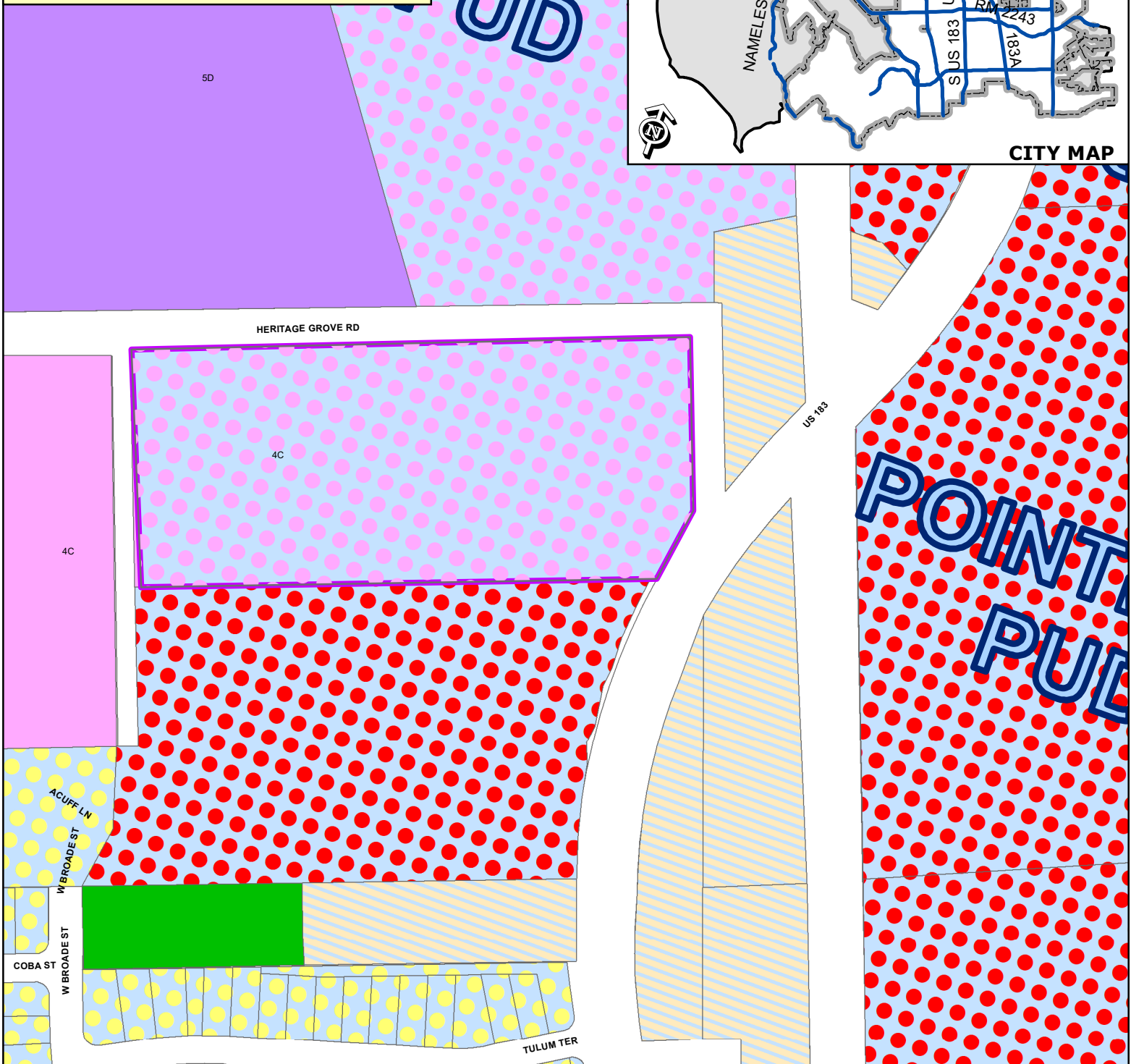
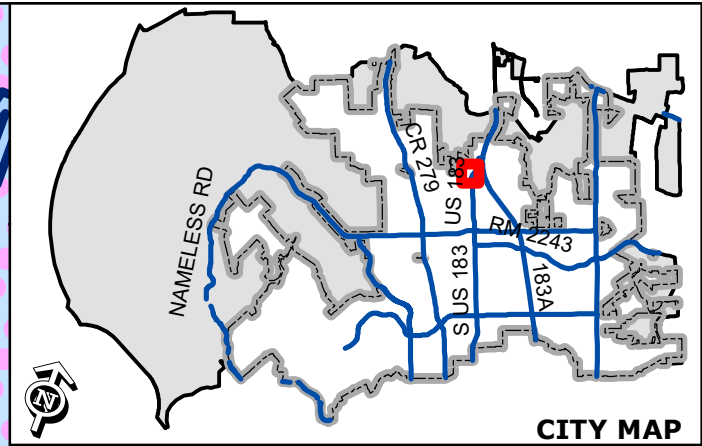
Public Notification Map

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- Public Notification Buffer
- Subject Tract
- Parcels
- City Limits

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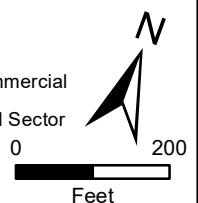
Case: 21-Z-038

ATTACHMENT #5

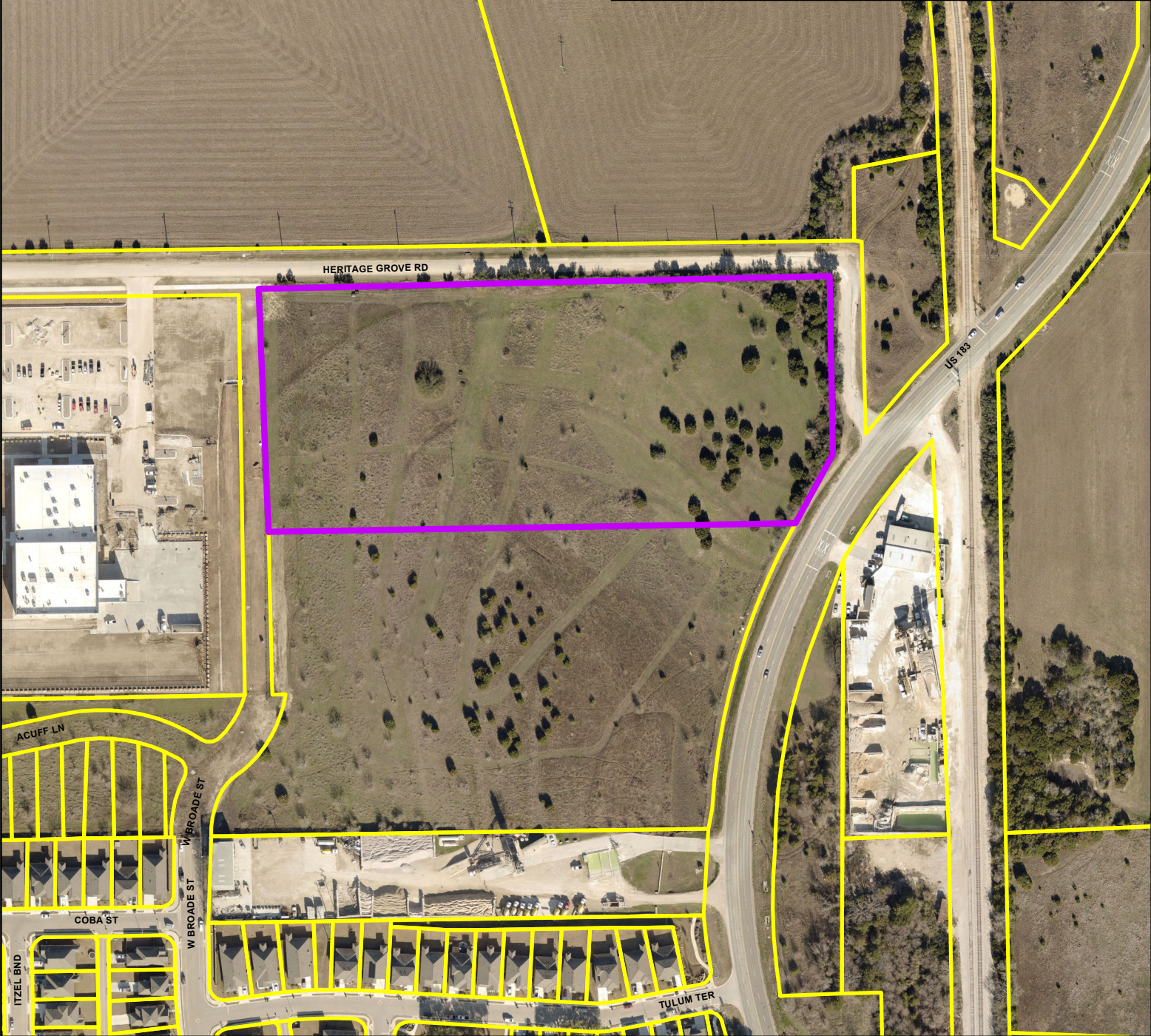
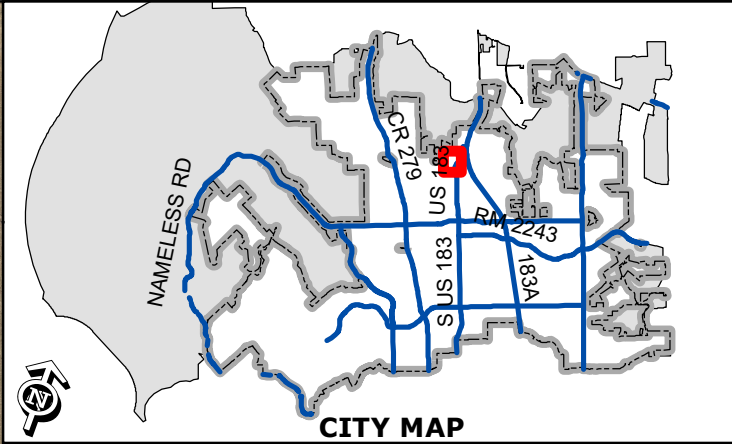
Heritage Grove Minor PUD

Proposed Zoning

- | | | | | |
|---------------------------|-----------------------|--------------------------|--------------------------|------------------------|
| Subject Tract | City Limits | HC - Heavy Commercial | PUD - Single-Family | PUD - Heavy Commercial |
| SFR - Single-Family Rural | HI - Heavy Industrial | PUD - General Commercial | CD - Conventional Sector | |



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ZONING CASE: 21-Z-038

ATTACHMENT # 6

TITLE: Heritage Grove

Aerial Exhibit - Approximate Boundaries

-  Subject Tract
-  WCAD Parcels

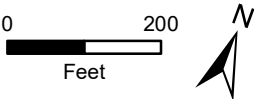


EXHIBIT A

Heritage Grove Minor Planned Unit Development

A. Purpose and Intent

1. The Heritage Grove PUD is composed of approximately 10 acres, as shown in **Exhibit B.** The development of this property includes Heavy Commercial uses.

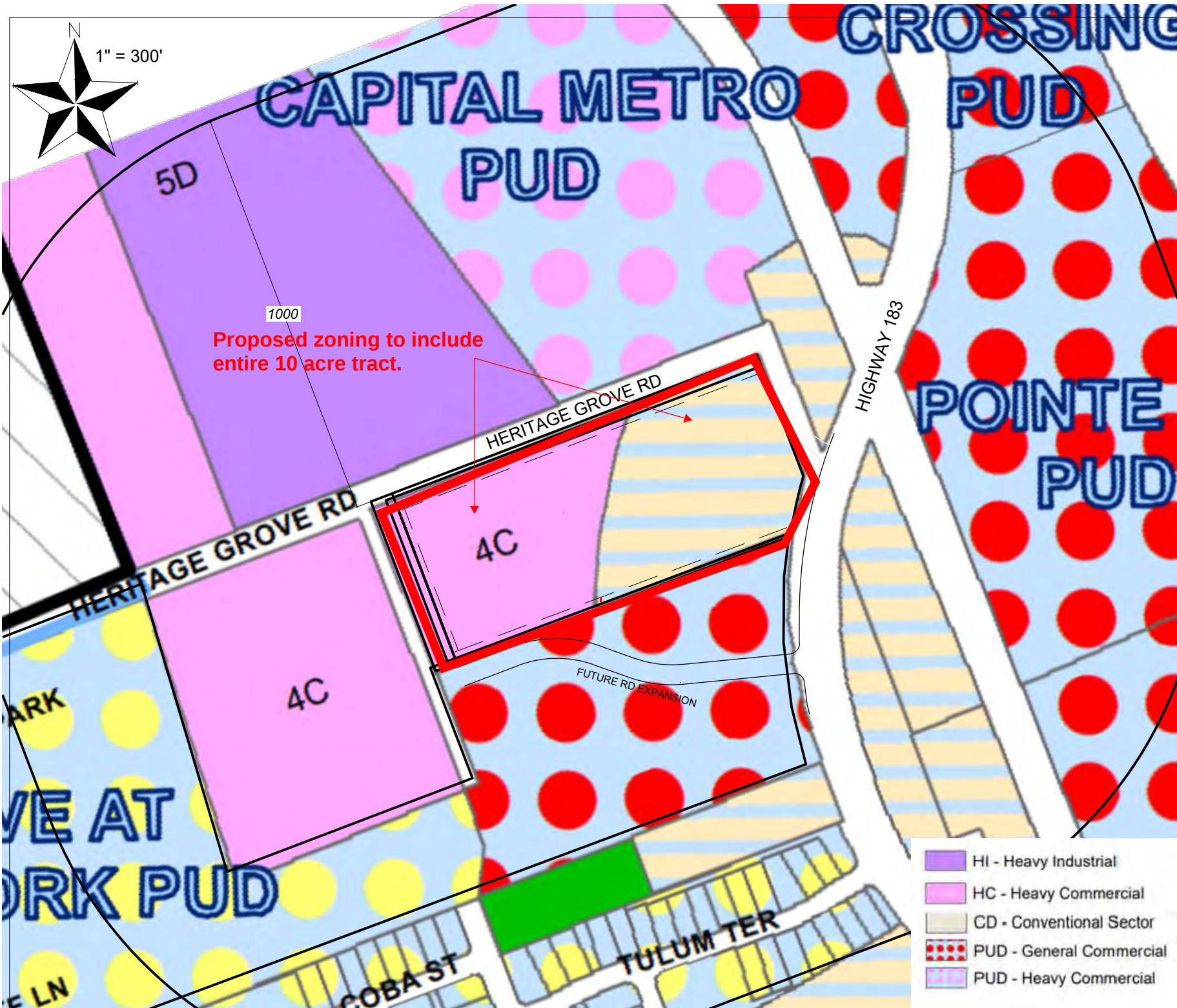
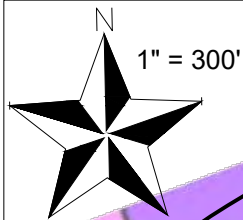
B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply 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:

HC-4-A (Heavy Commercial)

C. Allowable/Prohibited Uses

1. Commercial uses shall be consistent with allowable Heavy Commercial land uses as defined in Article III, Section 16 of the City of Leander Composite Zoning Ordinance.



HERITAGE

EXHIBIT B: ZONING EXHIBIT

DATE

10/13/2021

PROJECT NO.

DESIGNED BY

CHECKED BY

- HI - Heavy Industrial
- HC - Heavy Commercial
- CD - Conventional Sector
- PUD - General Commercial
- PUD - Heavy Commercial

November 18, 2021

Robin Griffin
Planning Director
City of Leander
P O Box 319
Leander, TX 78646

Subject: Amendment to an Existing PUD/Smart Code **Letter of Intent**
Heritage Grove at 183 & Broade Street extension

Dear Ms. Griffin:

We met on 8/16 via video conference call and discussed the proposed project located on Heritage Grove Road on a 10-acre tract with frontage on Old 183. A portion of the property is located within the TOD and part of the Smart Code. We are proposing a base zoning of Heavy Commercial for the entire tract. We understand the north/south bound portion of Heritage Road will be abandoned and most access will come from Broade and Heritage.

Our intent is to establish a base zoning of Heavy Commercial for the entire property (portion within the Smart Code as well as the western portion of this tract).

Sincerely,



Anthony Goode, 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.

Karl Haussmann has spoken by phone to several property owners within 500' and has their support for the zoning we desire.

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

Letters have been mailed to all property owners within 500'. See attached list.

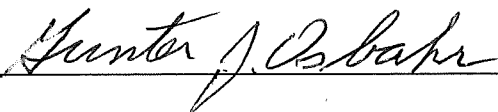
3. What concerns were raised during these communications?

No concerns raised to date.

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

None

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

Signature:  Date 10-6-2021

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 HERITAGE GROVE MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF HC-4-A (HEAVY COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being 10 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification number R031721; more particularly described in Instrument Number 1986026265 recorded in the Official Public Records of Williamson County, Texas.

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

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

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

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

PASSED AND APPROVED on First Reading this the 6th day of January, 2022.
FINALLY PASSED AND APPROVED on this the 20th day of January, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
01/20/2022

AGENDA SUBJECT:

Approval of the Harmony Public School Annexation Case 21-A-009 regarding the voluntary annexation of 20.077 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031590, R031591, R031592, R031594, and R031595; and commonly known as 3250 Hero Way, Leander, Travis County, Texas.

BACKGROUND:

This resolution commences the voluntary annexation of 20.077 acres $\pm$ as described above. The resolution sets the public hearing for February 17, 2022 and the readings of the ordinance for February 17, 2022 and March 3, 2022.

This property is subject to a development agreement between the property owner and the City that requires annexation when the land use redevelops and is no longer used for agricultural purposes. This annexation will be paired with a zoning application that will run concurrently with the annexation.

APPLICANT/AGENT:

Nick Gignac on behalf of Harmony Public Schools.

PRESENTER:

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

Attachments

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 27.992 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

Section 2. Proceedings. The petition for annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft service plan shown in Exhibit “B”, are hereby accepted:

All that certain area of land being 27.992 Acres in Williamson County, Texas, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes.

A public hearing has been set for the date of February 17, 2022. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the subject property description contained herein, Exhibit “A” shall control.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions

thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED this the 20th day of January, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit “A”

SUBJECT PROPERTY DESCRIPTION

+/- 27.992 ACRES

Exhibit “B”

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

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation (“City”), and _____, (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the “subject property”);

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

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

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned “SFR-1-B” with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the Landowner or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

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

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

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

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

with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

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

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

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

Rick Beverlin, City Manager

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

By: _____

Name (print): _____

Title: _____

Date: _____

Subject Property Description

(insert)

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 27.992 Acres (approximately 1,219.348 sq ft.) in the Talbot Chambers Survey, Abstract No. 125 in Williamson County, Texas, being all of a 6.367 acre tract, all of a 5.782 acre tract, and all of a 3.662 acre tract conveyed to Larry G. Miller and Leslie M. Miller in a Warranty Deed with Vendor’s Lien dated January 13, 2003 and recorded in Document No. 2003003624 of the Official Public Records of Williamson County, Texas, and all of a 5.777 acre tract conveyed to Larry G. Miller and Leslie M. Miller in a Deed Without Warrant dated July 19, 1991 and recorded in Volume 2041, page 121, all of a 5.412 acre tract and all of a 1.00 acre tract conveyed to Larry G. Miller and Leslie M. Miller in a Special

Warrant Deed dated July 19, 1991 and recorded in Volume 2055, page 679, both of the deed records of Williamson County, Texas.

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 7 day of January, 2022, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioners:

By: 

Name: Nihat Bayhan

Title: Deputy Superintendent

By: _____

Name: _____

Title: _____

STATE OF TEXAS

§

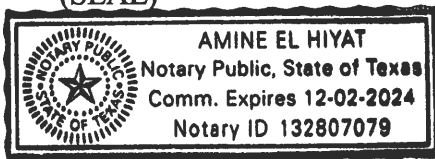
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COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared NIHAT BAYHAN, 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 6 day of January 2022.

(SEAL)



Amine. E
Notary Public - State of Texas

STATE OF TEXAS

§

§

COUNTY OF _____ §

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

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

(SEAL)

Notary Public - State of Texas

Exhibit “A”

DESCRIPTION OF THE SUBJECT PROPERTY

+/- 27.992 ACRES

EXHIBIT A

Legal Description

Tract I

DESCRIPTION FOR A 27.99 ACRE TRACT

A 27.99 acre tract of land situated in the Talbot Chambers Survey, Abstract 125, partially within the City of Leander, Williamson County, Texas, and being all of that called 5.412 acre tract of land and all of that called 1.00 acre tract of land, both as conveyed to Larry G. Miller and Leslie M. Miller and recorded September 13, 1991 at Volume 2055, Page 679 in the Official Public Records of Williamson County, Texas (O.P.R.), all of that called 5.777 acre tract of land as conveyed to Larry G. Miller and Leslie M. Miller and recorded August 5, 1991 at Volume 2041, Page 121 in the O.P.R., and all of Tract I, called 6.367 acres, Tract II, called 5.782 acres, and Tract III, called 3.662 acres, all as conveyed to Larry G. Miller and Leslie M. Miller and recorded January 14, 2003 at Document Number 2003003624 in the O.P.R., said 27.99 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found in the northerly right-of-way of Hero Way, also known as County Road 269 (variable width R.O.W.) for the southwesterly corner of that called 6.481 acre tract of land as conveyed to Charles Todd Hoskins and wife Patricia Hoskins and recorded January 6, 2004 in Document Number 2004000861 in the O.P.R. for the southeasterly corner of said 6.367 acre tract and the tract described herein;

THENCE: S 68°32'11" W, along and with the northerly right-of-way of Hero Way and the southerly line of said 6.367 acre tract, a distance of 521.24 feet to a calculated point for the southwesterly corner of said 6.367 acre tract and the southeasterly corner of said 5.782 acre tract, and from which point a found ½" iron rod bears N23° E, a distance of 0.57 feet;

THENCE: S 69°00'35" W, along and with the northerly right-of-way of Hero Way and the southerly line of said 5.782 acre tract, a distance of 299.86 feet to a ½" iron rod found for the southeasterly corner of a 60 feet wide access easement as dedicated in Volume 2419, Page 718 in the O.P.R. for the southwesterly corner of said 5.782 acre tract and the tract described herein;

THENCE: N 21°03'59" W, along and with the westerly line of said 5.782 acre tract and the easterly line of said access easement, passing at a distance of 839.43 feet a ½" iron rod found for the northwesterly corner of said 5.782 acre tract and the southwesterly corner of said 5.777 acre tract, and continuing the same course along and with the westerly line of said 5.777 acre tract for a total distance of 1488.99 feet to a ½" iron rod found for the southwesterly corner of that called 19.99 acre tract of land as conveyed to Mila J. Milliorn and recorded June 19, 2006 in Document Number 2006050300 in the O.P.R. for the northwesterly corner of said 5.777 acre tract and the tract described herein;

THENCE: N 68°59'51" E, along and with the northerly line of said 5.777 acre tract and the southerly line of said 19.99 acre tract, a distance of 387.99 feet to a ½" iron rod found for the northeasterly corner of said 5.777 acre tract and the northwesterly corner of said 5.412 acre tract;

THENCE: N 69°02'39" E, along and with the northerly line of said 5.412 acre tract and the southerly line of said 19.99 acre tract, a distance of 429.61 feet to a ½" iron rod found in the westerly line of Lot 1, Block R, HOA POND/DE/LIFT STATION, Palmera Ridge Section 6, a plat of record in Document Number 2020093729 in the O.P.R. for the northeasterly corner of said 5.412 acre tract and the tract described herein;

THENCE: S 21°50'07" E, along and with the easterly line of said 5.412 acre tract and the westerly line of said Lot 1, Block R, a distance of 195.99 feet to a ½" iron rod found for the southwesterly corner of said Lot 1, Block R, and for the northwesterly corner of the remainder of that called 13.371 acre tract of land as conveyed to

Charles Hoskins and wife Patricia Hoskins and recorded May 13, 2002 in Document Number 2002036263 in the O.P.R.;

THENCE: S 20°55'55" E, along and with the easterly line of said 5.412 acre tract and partially along and with the easterly line of said 1.00 acre tract, and the westerly line of said 13.371 acre tract, a distance of 313.66 feet to a ½" iron rod with cap stamped JE GARON 4303 found for the southwesterly corner of said 13.371 acre tract, and for the northwesterly corner of that called 3.000 acre tract of land as conveyed to Denise Hoskins-Lewis and Andrew Hoskins and recorded September 30, 2003 in Document Number 2003096590 in the O.P.R.;

THENCE: S 21°00'07" E, along and with the easterly line of said 1.00 acre tract and the westerly line of said 3.000 acre tract, a distance of 136.38 feet to a ½" iron rod found for the southeasterly corner of said 1.00 acre tract, and for the northeasterly corner of said 6.367 acre tract;

THENCE: S 20°55'12" E, along and with the easterly line of said 6.367 acre tract and the westerly line of said 3.000 acre tract, a distance of 173.55 feet to a ½" iron rod with cap stamped JE GARON 4303 found for the southwesterly corner of said 3.000 acre tract, and for the northwesterly corner of said 6.481 acre tract;

THENCE: S 21°15'10" E, along and with the easterly line of said 6.367 acre tract and the westerly line of said 6.481 acre tract, a distance of 664.96 feet to the **POINT OF BEGINNING** and containing 27.99 acres of land, more or less, partially within the City of Leander, Williamson County, Texas, and being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 Texas State Plane Central Zone.

Tract II

BEING 1.025 ACRES OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, IN WILLIAMSON COUNTY, TEXAS, PART OF A TRACT CALLED 110 ACRES IN A DEED TO J. L. CARTER OF RECORD IN VOLUME 623, PAGE 06, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. ALSO BEING PART OF A 6.367 ACRE TRACT AND A 6.412 ACRE TRACT, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southeast corner as fenced of said 110 acre tract, and the southeast corner of the 6.367 acre tract, said point lies in the north line of County Road No. 269;

THENCE, South 69 deg. 50' West, 30.00 feet to a point located in the North line of said Road No. 269;

THENCE, North 19 deg. 53' West, 838.91 feet, to an iron pin found, North 19 deg. 08' West, 154.58 feet, to an iron pin found, North 19 deg. 59' 30" West, 295.17 feet, and North 20 deg. 13' West, 196.59 feet;

THENCE, North 70 deg. 21' 15" East, 30.00 feet with the north line of the 6.412 acre tract and the south line of a 20.00 acre tract to an iron pin found,

ThENCE, with the fence along the east line of the 110 acre tract, South 20 deg. 13' East 196.35 feet, an iron pin found at a fence corner, South 19 deg. 59' 30" East 295.29 feet, South 19 deg. 00' East, 154.58 feet to an iron pin found, and South 19 deg. 53' East, 838.91 feet to the point of BEGINNING.

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 Harmony Public Schools, (“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__.

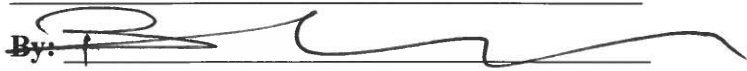
ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Rick Beverlin, City Manager

LANDOWNER(S):

By: 

Name (print): Nihat Bayhan

Title: Deputy Superintendent

Date: 01/06/2022

By: _____

Name (print): _____

Title: _____

Date: _____

Subject Property Description

(insert)

Schedule for Voluntary Annexation

Harmony Public School Annexation+/- 27.99 ACRES

[illegible]

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



EXECUTIVE SUMMARY
01/20/2022

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case 20-PICP-002 Hero Way Business Park construction plans; more particularly described by Williamson Central Appraisal District Parcel R512383 and R032149; generally located seven hundred (700') feet from the intersection of Hero Way West and Bagdad Road on the south side of Hero Way and to the west of Bagdad Road, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Hero Way Crossing construction plans. Article II, Section 23(g) includes the following provisions.

g. Application Expiration.

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

HISTORY/TIMELINE:

01/07/2020 - Construction Plan Application Submitted

10/30/2020 - Construction Plan Application Expired, Staff Extension Granted

04/30/2021 - Construction Plan Application Staff Extension Expired

APPLICANT/AGENT:

Jennifer Ray, M3 Engineering

RECOMMENDATION:

The Subdivision Ordinance includes timelines for application approvals. The timeline/history section of this summary above includes the key dates for this request. The construction plan application expires nine (9) months after the first review comment letter for the final plat is sent to the applicant.

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to April 30, 2022 and will allow the developer to finalize the construction plans and schedule a pre-construction meeting.

PRESENTER:

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

Attachments

1. Letter of Intent
2. Location Exhibit

3. Ordinance



ENGINEERING

IMAGINE | DESIGN | BUILD

2900 S Congress Ave, Suite 203
Austin, Texas 78704
Tel: 512.820.3265
www.m3engineering.com

City of Leander
Development Services Department
201 N. Brushy Street
Leander, Texas 78646

January 10, 2022

**Hero Way Business Center (20-PICP-002)
12245 Hero Way West
Leander, Texas 78641
Application Extension Request**

To whom it may concern:

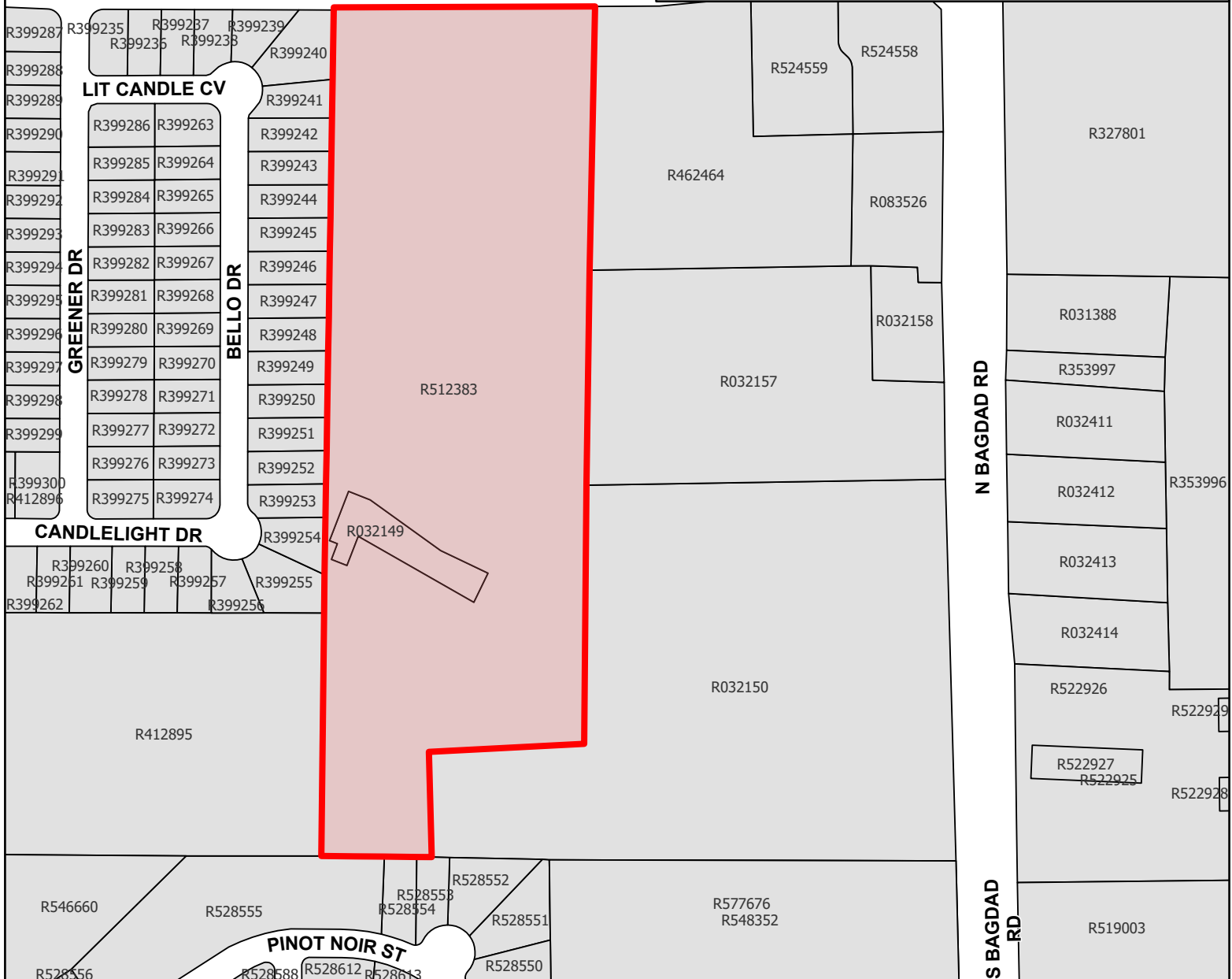
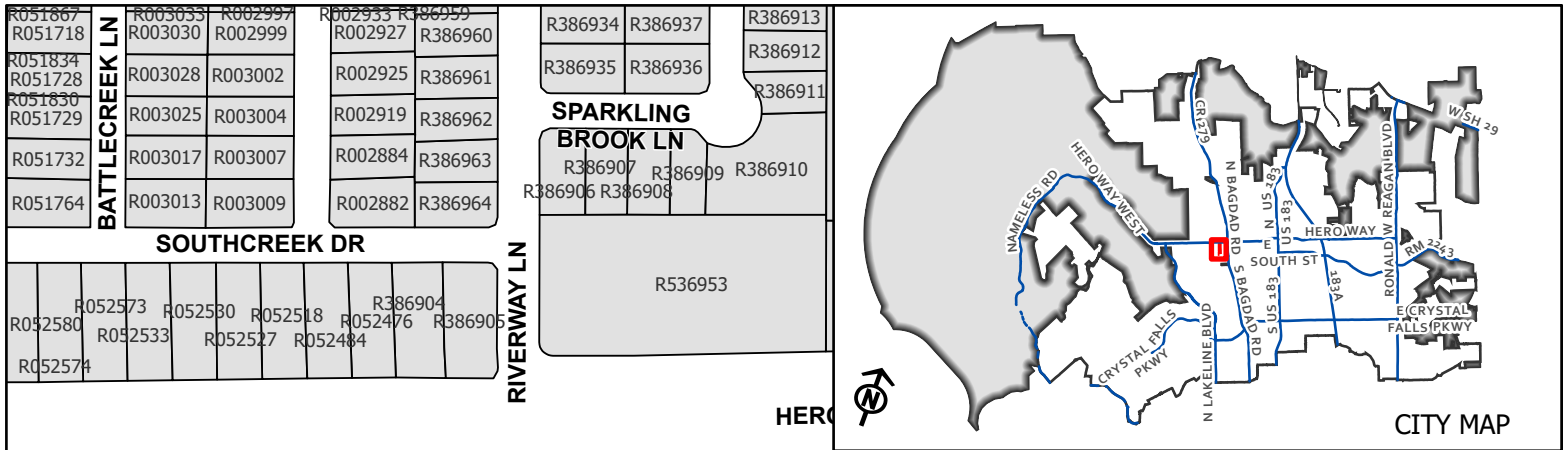
We are requesting an application extension for the Hero Way Business Center (20-PICP-002) project located at 12245 Hero Way West in Leander, Texas on behalf of our client, Sathish Babu Chakka.

This project was anticipated to start construction in the year 2020. However, with the onset of the COVID-19 pandemic, the market for commercial office retail space was uncertain. As a result of the demand uncertainty, as well as rising cost of labor and materials, the project's construction schedule was delayed. Our client, being more confident in the overall viability of the project, is requesting an application extension.

Please contact me if you have any questions or require any additional information during your review of this application extension request.

Sincerely,

Troy Moore, PE
Director of Engineering
512.820.3265
tmoore@m3engineering.com



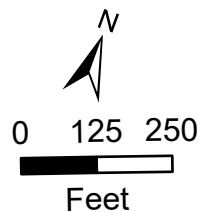
CASE: 20-PICP-002

ATTACHMENT #2

HERO WAY
BUSINESS CENTER

Site Location Map

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



- Subject Area
- Leander City Limits
- ETJ

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS
GRANTING AN EXTENSION OF THE EXPIRATION OF THE
CONSTRUCTION PLANS APPLICATION FOR THE HERO WAY
BUSINESS CENTER SUBDIVISION.**

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

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

WHEREAS, the Planning Department granted one six (6) month extension for the Hero Way Crossing construction plan application (the "Construction Plans Application") which expired on or about April 30, 2021;

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

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

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

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Construction Plans Application to April 30, 2022. In the event that the Construction Plans Application is not approved by the City Staff on or before April 30, 2022, the Construction Plans Application shall expire.

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

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that

public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this the 20th of January, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
01/20/2022

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case 19-PICP-024 Carneros Ranch Section 6 construction plans; more particularly described by Williamson Central Appraisal District Parcel R523829; generally located to the east of the intersection of Lakeline Boulevard and Sauterne Drive, more specifically located to the east of the intersection of Ran Road and Sauterne Drive, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Carneros Ranch Section 6 construction plans. Article II, Section 23(g) includes the following provisions.

g. Application Expiration.

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

HISTORY/TIMELINE:

11/09/2018 - Preliminary Plat Approved
06/17/2019 - Construction Plan Application Submitted
04/18/2020 - Construction Plan Application Expired, Staff Extension Granted
10/18/2020 - Construction Plan Application Staff Extension Expired
10/18/2021 - Construction Plan Application Council Extension Expired

APPLICANT/AGENT:

CSF Civil Group (Randall B. Nixon, P.E.) on behalf of C T Development, Inc

RECOMMENDATION:

The Subdivision Ordinance includes timelines for application approvals. The timeline/history section of this summary above includes the key dates for this request. The construction plan application expires nine (9) months after the first review comment letter for the final plat is sent to the applicant.

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to April 18, 2022 and will allow the developer to finalize the construction plans and schedule a pre-construction meeting.

PRESENTER:

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

1. Extension Request Letter
2. Location Exhibit
3. Ordinance



Plans
Permits
Construction

CSF Civil Group, LLC

Texas Registered Firm No. F-12377
3636 Executive Center Drive, Suite 209
Austin, Texas 78731
(512) 614-4466

November 17, 2021
City of Leander Planning Department
PO Box 319
Leander, TX 78646

Re: Request for Construction Plan Extension
Carneros Ranch Section 6
19-PICP-024

Dear Mr. Chenausky,

We would like to request a 180-day extension to the application.

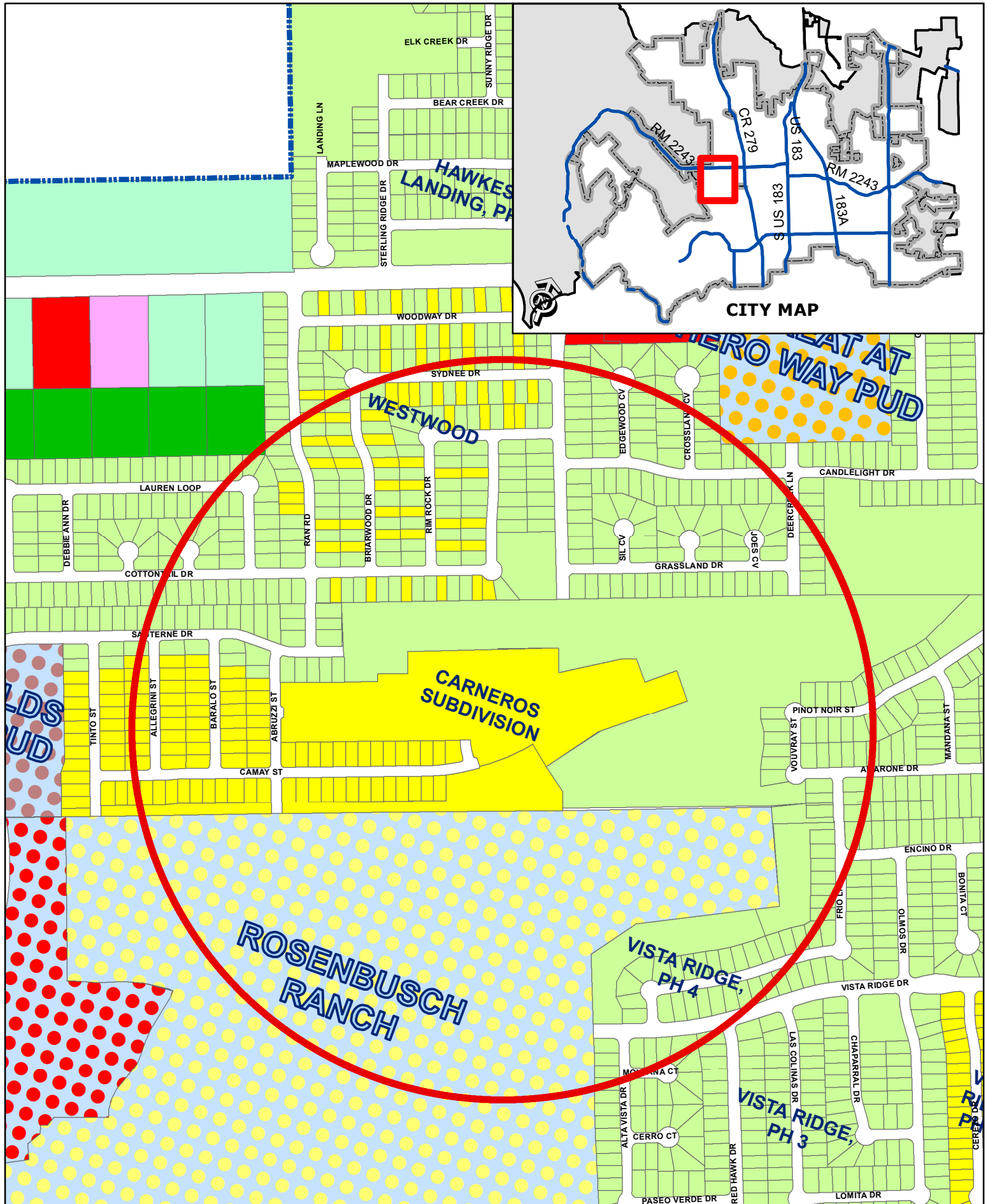
Please note that all comments are cleared and we are working on clearing comments from the associated floodplain permit application.

Thank you for consideration of our extension request.

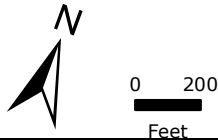
Sincerely,

A handwritten signature in cursive script that reads "Randy Nixon".

Randall B. Nixon, P.E.



Carneros Ranch Section 6
Attachment #2 - Location Exhibit



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS
GRANTING AN EXTENSION OF THE EXPIRATION OF THE
CONSTRUCTION PLANS APPLICATION FOR THE CARNEROS
RANCH SECTION 6 SUBDIVISION.**

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

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

WHEREAS, the Planning Department granted one six (6) month extension for the Carneros Ranch Section 6 construction plan application (the "Construction Plans Application") which expired on or about October 18, 2020;

WHEREAS, the City Council granted one six (6) month extension for the Carneros Ranch Section 6 construction plan application (the "Construction Plans Application") which expired on or about May 6, 2020;

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

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

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

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Construction Plans Application to April 18, 2022. In the event that the Construction Plans Application is not approved by the City Staff on or before April 18, 2022, the Construction Plans Application shall expire.

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

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this the 20th of January, 2022.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christine DeLisle, Mayor

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
01/20/2022

AGENDA SUBJECT:

Discuss and consider action on an Ordinance ordering a Special Election to be held on the question of the City of Leander's continued participation in the Capital Metropolitan Transportation Authority; designating May 7, 2022, as the date of the Special Election; prescribing the form of the ballot; providing for election procedures; providing an effective date; providing an open meetings clause; and providing for related matters.

Discutir y considerar la acción sobre una Ordenanza que ordena la realización de una Elección Especial sobre la cuestión de la participación continua de la Ciudad de Leander en la Autoridad de Transporte Metropolitano de la Capital; designar el 7 de mayo de 2022 como la fecha de la Elección Especial; prescribir la forma de la papeleta; proporcionar procedimientos electorales; proporcionar una fecha de vigencia; proporcionar una cláusula de reuniones abiertas; y proveer para asuntos relacionados.

BACKGROUND:

Section 451.601(a), Texas Transportation Code, authorizes the City Council to call an election on the question of the City of Leander's continued participation in the Capital Metropolitan Transportation Authority. The Ordinance establishes the election date and procedures for the election. If the Ordinance is approved, an election will be held on May 7, 2022, on the following proposition: "Shall the Capital Metropolitan Transportation Authority be continued in the City of Leander?"

Previous Council discussions regarding Capital Metro transit services include:

- Jan. 6, 2022 – City Council Regular Meeting (item 24)
- Dec. 16, 2021 – City Council Regular Meeting (item 3)
- Sept. 22, 2021 – City Council Special Meeting (item 4)
- June 3, 2021 – City Council Regular Meeting (item 35)
- Feb. 27, 2021 – City Council Retreat (item 5)
- Dec. 3, 2020 – City Council Regular Meeting (item 4)
- Aug. 22, 2019 – Joint Workshop with Capital Metro (item 6)
- July 18, 2019 – City Council Regular Meeting (item 12)

PRESENTER:

Council Directive

Attachments

1. Ordinance calling special election

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON THE QUESTION OF THE CITY OF LEANDER'S CONTINUED PARTICIPATION IN THE CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY; DESIGNATING MAY 7, 2022, AS THE DATE OF THE SPECIAL ELECTION; PRESCRIBING THE FORM OF THE BALLOT; PROVIDING FOR ELECTION PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE; PROVIDING AND OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Leander, Texas has determined that the citizens of Leander should be given an opportunity to vote on Leander's continued participation in the Capital Metropolitan Transportation Authority, pursuant to *Section 451.601, et seq., Texas Transportation Code*;

WHEREAS, Section 451.607, Texas Transportation Code, provides that the election must be held on the first applicable uniform election date occurring after the expiration of 90 days after the date the governing body orders the election;

WHEREAS, May 7, 2022 is the first applicable uniform election date occurring after the expiration of 90 days after the date of this ordinance ordering the special election;

WHEREAS, the City Council finds it appropriate to substitute the words "Yes" and "No" on the ballot for "For" and "Against" to be consistent with language used for other City propositions anticipated to be considered at the May 7, 2022 election;

WHEREAS, the City of Leander lies within the boundaries of Williamson and Travis Counties;

WHEREAS, the City of Leander, Texas (hereinafter the "City") approves and agrees to conducting the City General Election jointly with other political subdivisions in Williamson and Travis Counties in accordance with *Tex. Elec. Code, Chapter 271*; and

WHEREAS, the City is making provision to contract with the Williamson County Elections Administrator to conduct the City's election for Williamson County voters and the Travis County Elections Administrator to conduct the election for Williamson County voters, pursuant to *Chapter 31, Tex. Elec. Code, and Chapter 791, Tex. Gov't Code* (the "Election Services Contracts");

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

Section 1. Special Election Ordered. The City Council of the City of Leander hereby orders a special election to be held on May 7, 2022, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of submitting to the qualified voters of the City the question of the City's continued participation in the Capital Metropolitan Transportation Authority.

Section 2. Ballot and Proposition Language. The official ballots for said special election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "YES" or "NO" as to the proposition, with the ballots to contain such provisions, markings and language as required by law, and with such proposition to be expressed in a form substantially as follows:

CITY OF LEANDER PROPOSITION A
City of Leander Proposition A
Capital Metropolitan Transportation Authority Continuation

Shall the Capital Metropolitan Transportation Authority be continued in the City of Leander?

_____ YES _____ NO

Section 3. Printed Materials. The official ballots, together with such other election materials as are required by the *Texas Election Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

Section 4. Notice of Election. Notice of the election shall be given in the manner as provided in the *Texas Election Code* and the *City Charter*. The notice of election shall be posted on the bulletin board used for posting notice of meetings of the governing body at City Hall and at other locations required by state law not later than the twenty-first (21st) day before the election, and by publishing said notice of election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in English and Spanish in a newspaper of general circulation in the City. The Williamson County Elections Administrator and the Travis County Elections Administrator are authorized and shall give all notices for their respective jurisdictions required for the election.

Section 5. Conduct of Election. The Williamson County Elections Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for that part of the City located in Williamson County pursuant to the Election Services Contract between the City of Leander and Williamson County. The Travis County Elections Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for that part of the City located in Travis County pursuant to the Election Services Contract between the City of Leander and Travis County. The election shall be held and conducted in compliance with the City Charter, state law, and the respective Election Services Contracts.

Section 6. Joint Election. The City agrees to conduct a joint election with other political subdivisions within Williamson County and within Travis County, provided that such political subdivisions hold an election on May 7, 2022, in all or part of the same territory as the City (the

“Political Subdivisions”). The joint election for Political Subdivisions will be conducted in accordance with state law, this ordinance, and the respective Election Services Contracts.

Section 7. Election Precincts and Election Day Polling Places.

- (a) The election precincts for the election shall be the election precincts established by Williamson County for City residents residing in Williamson County, and the election precincts established for Travis County for the City residents residing in Travis County, provided that each shall contain and include geographic area that is within the City.
- (b) The polling place for each election precinct located in Williamson County shall be the polling place established by Williamson County. The polling place for each election precinct located in Travis County shall be the polling place established by Travis County. The returns will be provided by precinct and the Williamson County Elections Administrator shall tabulate and provide the election returns for votes cast by Williamson County voters. The returns will be provided by precinct and the Travis County Elections Administrator shall tabulate and provide the election returns for votes cast by Travis County voters.

Section 8. Early Voting.

- (a) Early voting shall commence on Monday, April 25, 2022, and continue through Tuesday, May 3, 2022 and early voting polls shall remain open for the time specified by the *Texas Election Code*.
- (b) The period to apply for a ballot by mail is January 1, 2022 through April 26, 2022. An application for ballot by mail (ABBM) must be received by the Early Voting Clerk no later than the close of business on April 26, 2022.
- (c) The period to apply for a federal postcard application (FPCA) is January 1, 2022 through April 26, 2022. An FPCA must be received by the Early Voting Clerk no later than the close of business on April 26, 2022 (mere postmarking by the deadline is insufficient).
- (d) Early Voting Conducted by the Williamson County Elections Administrator:
 - 1) Early voting, both by personal appearance and by mail will be conducted by the Williamson County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Williamson County. Christopher J. Davis is hereby designated and appointed as an Early Voting Clerk for the special election for qualified voters of the City residing in Williamson County.
 - 2) Applications for ballot by mail for qualified voters of the City residing in Williamson County shall be mailed to:

Williamson County Elections Administrator
Williamson County Elections Department

Mailing Address:
PO Box 209
Georgetown, TX 78627

Physical Address:
Williamson County Inner Loop Annex
Elections Department
301 SE Inner Loop Ste 104
Georgetown, TX 78626

Telephone Number: (512) 943-1630

Email Address: cjdavis@wilco.org

Website: <https://www.wilco.org/Departments/Elections>

- 3) The main early voting location for qualified voters of the City residing in Williamson County is: Leander Public Library, 1101 S. Bagdad Rd., Leander, Texas 78641.
 - 4) Early voting for qualified voters of the City residing in Williamson County shall be held at the dates, times, and location authorized by the Williamson County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.
- (e) Early Voting Conducted by the Travis County Elections Administrator:
- 1) Early voting, both by personal appearance and by mail will be conducted by the Travis County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Travis County. Rebecca Guerrero, Interim County Clerk, is hereby designated and appointed as an Early Voting Clerk for the special election for qualified voters of the City residing in Travis County.
 - 2) Applications for ballot by mail for qualified voters of the City residing in Travis County shall be mailed to:
 - By mail:
 - Rebecca Guerrero, Interim County Clerk
 - Travis County Early Voting Clerk
 - PO Box 149325
 - Austin, Texas 78714-9325
 - By Contract Carriers/ Fedex:
 - Elections Division
 - Travis County Clerk
 - 5501 Airport Blvd.
 - Austin, Texas 78751
- Telephone: (512) 238-VOTE
Email: elections@traviscountytexas.gov
Website: <https://countyclerk.traviscountytexas.gov/departments/elections/>
- 3) The main early voting location for qualified voters of the City residing in Travis County is: Christ Episcopal Church, 3520 W Whitestone Blvd, Cedar Park, TX 78613.
 - 4) Early voting for qualified voters of the City residing in Travis County shall be held at the dates, times, and location authorized by the Travis County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.

Section 9. Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Williamson County and Travis County, respectively, in compliance with the requirements of state law, and are hereby designated and appointed election officers for the holding of said election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law.

Section 10. City Secretary Assistance. The City Secretary is hereby authorized and instructed to aide the Williamson and Travis County Elections Administrators in the acquisition and furnishing of

all election supplies and materials necessary to conduct the election. The City Secretary is further authorized to assist with the giving of notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the Election Services Contracts between the City and the Travis and Williamson County Elections Administrators, the Travis and Williamson County Elections Administrators shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Services Contracts.

Section 11. Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City's Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein, including but not limited to making changes or additions to polling places, ballot language, or procedures to the extent required or desirable or as may become necessary due to circumstances arising after the date of this Ordinance.

Section 12. General. The general election shall be held and conducted by the Williamson and Travis County Elections Administrators in compliance with the *Tex. Elec. Code* and, to the extent not inconsistent therewith, the *City Charter*, and only resident qualified voters of the City shall be eligible to vote at the election. The Election Officers are hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 10, 2022 nor later than May 18, 2022.

Section 13. Authorization to Execute. The Mayor is authorized to execute and the City Secretary is authorized to attest this Ordinance on behalf of the Council; and the Mayor is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

Section 14. Effective Date; Election Code. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Williamson County Elections Administrator and the Travis County Elections Administrator shall comply with the Texas Elections Code.

Section 15. Severability. If any provision, secont of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 16. Open Meetings. It is 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 *Chapt. 551, Tex. Gov't. Code*.

PASSED, ADOPTED AND APPROVED on this the 20th day of January, 2022.

CITY OF LEANDER, TEXAS

Christine DeLisle, Mayor

Attest:

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
01/20/2022

AGENDA SUBJECT:

Discuss and consider action on Type B Economic Development Sales Tax and General Revenue Sales Tax ballot proposition options.

BACKGROUND:

A combined 8.25% local sales tax rate is imposed on all retail sales, leases and rentals of most goods in Leander. The State of Texas collects revenue from a 6.25% tax, while Leander and Capital Metro each collect revenue from a dedicated 1% tax. In 2021, Capital Metro received \$9.8 million in Leander revenue generated from its 1% tax. The combined 8.25% sales tax rate is common in most Texas communities and in the Austin region. See Exhibit A for a list of Austin area communities and rates.

Following the presentation of a local transit demand analysis on December 16, Council voted to review draft ballot proposition language on the continuation of Capital Metro service. If Council were to call a special election in January, voter propositions could appear on an election ballot as early as May. If an election is held and voters chose not to continue Capital Metro service in Leander, the dedicated 1% tax would no longer apply without voters also choosing to rededicate the tax for some other purpose.

Council discussed several options for rededicating a 1% local sales tax and directed staff to present additional information on two options: Type B Economic Development Sales Tax and General Revenue Sales Tax. A presentation on this item will describe eligible uses of these two options.

Previous Council discussions regarding Capital Metro transit services include:

- Jan. 6, 2022 – City Council Regular Meeting (item 23)
- Dec. 2, 2021 - City Council Regular Meeting (item 4)

Attachments

1. Proposed Ballot Language

**PROPOSED BALLOT LANGUAGE
SALES TAX ELECTION**

OPTION 1: Type 4B Economic Development Sales Tax Only

**City of Leander Proposition B
Type B Economic Development Sales Tax**

CONDITIONAL UPON A MAJORITY “NO” VOTE ON PROPOSITION A

The adoption of a sales and use tax at the rate of one percent (1%) to undertake such projects, as authorized by Chapters 501, 502, and 505 of the Texas Local Government Code, as amended, that promote and develop new and expanded business enterprises, community redevelopment, provide and encourage employment, diversify the economy, and promote the public welfare?

_____ YES

_____ NO

OPTION 2: General Revenue Sales Tax Only

**City of Leander Proposition B
General Revenue Sales Tax**

CONDITIONAL UPON A MAJORITY “NO” VOTE ON PROPOSITION A

The adoption of a local sales and use tax in the City of Leander at the rate of one percent (2%)¹

_____ YES

_____ NO

OPTION 3: Combination Type 4B Economic Development Sales Tax and General Revenue Sales Tax

CONDITIONAL UPON A MAJORITY “NO” VOTE ON PROPOSITION A

The adoption of a local sales and use tax in the City of Leander at the rate of ____ percent (__%)²

_____ YES

_____ NO

CONDITIONAL UPON A MAJORITY “NO” VOTE ON PROPOSITION A

The adoption of a sales and use tax at the rate of ____ percent (__%) to undertake such projects, as authorized by Chapters 501, 502, and 505 of the Texas Local Government Code, as amended, that promote and develop new and expanded business enterprises, community redevelopment, provide and encourage employment, diversify the economy, and promote the public welfare?

_____ YES

_____ NO

¹ We received clarification from the Comptroller that the sales tax amount stated in the ballot should be the total upon approval of the voters of the increase. Since Leander has a 1% sales tax, if Council proposes the voters consider a 1% increase in the general revenue sales tax, the ballot language would refer to approval of a 2% sales tax. The Comptroller advised that they have also accepted ballot language that clarified that the sales tax was being increased.

² The percentage stated will be 1% plus the proposed percentage of increase. See FN 1 above.



EXECUTIVE SUMMARY
01/20/2022

AGENDA SUBJECT:

Discuss and consider action on proposed amendments to the Home Rule Charter.

BACKGROUND:

This item will provide the City Council an opportunity to discuss the proposed amendments with the changes discussed at the January 6, 2022, Council regular meeting. Once the propositions have been finalized, staff will prepare a voter guide providing an explanation of each proposition that will appear on the ballot. The intent of the voter guide is to assist the citizens in understanding any proposed changes.

An item will be placed on the February 3, 2022, Council agenda to order a General Election in May, as well as a Special Election for Charter amendments, if directed by Council.

PRESENTER:

Paige Saenz, City Attorney

Attachments

1. Redline of Proposed Amendments
2. Elected Officials Historical Data
3. Comparison Spreadsheet

**Proposed Charter Amendments – 2021 Review
Revised based on City Council Review 1/6/2022**

Note: Historical data regarding number of terms served by prior Council requested.

**CITY OF LEANDER PROPOSITION ____
Term Limits**

Shall Section 3.03 be added to the City Charter to establish the following term limits: (a) two three-year terms for mayor; (b) two three-year terms for council positions other than mayor; and (c) a combination of two three-year terms for council and two three-year terms for mayor, regardless of the order served; unless the person has been out of office for at least one full term?

____ YES ____ NO

Section 3.03. Term Limits.

(a) Except as provided in subsection (c)

(1) No person shall be elected to the office of mayor for more than two consecutive terms;

(2) No person shall be elected to the city council in a position other than mayor for more than two consecutive terms; and

(3) No person shall be elected to a combination of more than two terms as mayor and more than two terms for a council position other than mayor that occur consecutively, regardless of order.

(b) For the purposes of this section only, “consecutive” or “consecutively” means terms that occur one after the other without the period of time described in subsection (c) passing between terms. Partially served terms count as a full term if the person was elected to the position. Terms of positions filled by appointment do not count towards term limits.

(c) After reaching term limits, a person can file for office no earlier than the filing period for the election that occurs after the person has been out of office for one full term.

(d) Term limits are effective for positions elected in the May 2022 general election and subsequent elections. Terms of office for positions elected before the May 2022 general election do not count towards term limits.

CITY OF LEANDER PROPOSITION ____
Resign to Run

Shall Section 3.04 of the City Charter be amended to change the current provision that requires automatic resignation from Council any time that a council member announces candidacy for another office, to require automatic resignation only if there is more than a year and 30 days left on the council member's term at the time of the announcement?

____ YES ____ NO

Section 3.04. Vacancies In Office.

(a) The office of mayor and councilmember shall become vacant upon the incumbent in that office announcing as a candidate for any other elective office **at any time when the unexpired term of the office then held exceeds one year and thirty days**, or the death, resignation, or removal from office of the incumbent. If a vacancy occurs for an unexpired term of twelve months or less and there are no other places on the council that have been filled by appointment at the time the vacancy occurs, the vacancy shall be filled by appointment by the city council after holding a public hearing, notice of which is given by publication in a newspaper of general circulation in the city and posted on the city's website at least fourteen days before the public hearing. The person appointed to fill the vacancy serves until the earlier to occur of: (1) the appointee vacating the place; (2) the next regular election; or (3) the next special election to fill one or more vacancies on council. In the event that one or more places become vacant when there exists on the council a place filled by appointment, the place filled by appointment shall become vacant, and a special election shall be ordered to fill the vacancies in accordance with Section 3.04(b).

The following is a placeholder for a new proposition, and the current Leander City Charter provision is shown. A list of sample Council compensation provisions from other City Charters is attached at the end of this document.

CITY OF LEANDER PROPOSITION ____
Council Compensation

Shall Section 3.09 of the City Charter be amended to _____?

____ YES ____ NO

Section 3.09. Compensation.

The members of the council shall serve without financial compensation provided that, on approval by the council, they shall be entitled to reimbursement for necessary expenses incurred in the performance of official duties.

The following is a new proposed proposition:

CITY OF LEANDER PROPOSITION ____
Term of Office

Shall Section 5.12 of the City Charter be amended to provide that the City Council members elected by majority vote take office on the Tuesday following the canvass of the election after elected and do not wait for a run-off election to be concluded to be seated, and that Council members elected in a run-off election take office on the first Tuesday following the canvass of the run-off election?

____ YES ____ NO

Section 5.12. Term of Office.

The mayor and each councilmember shall serve until his or her successor is elected or appointed and qualified to serve. The regular term of office of the mayor and the councilmembers shall commence on the first Tuesday following the canvass of the election at which they receive a majority vote, ~~;~~ ~~provided that, if a run-off election is required for any office in that election all members of the council elected in that election shall take office on the later of the twenty-fourth (24th) day after the general election or the day on which the votes for the run-off election are canvassed.~~ *A member of the council elected in a run-off election shall take office on the first Tuesday following the day on which the votes for the run-off election are canvassed.* The term of a mayor or councilmember elected at a special election shall commence on the first Tuesday after the canvass of votes for the election at which they receive a majority of the votes cast for the office.

CITY OF LEANDER PROPOSITION ____
City Manager

Shall Section 7.01 of the City Charter be amended to provide a procedure for suspension and removal of the City Manager, which includes notice of the reason for suspension and removal and an opportunity for a hearing, that occurs after the the City Council asks the City Manager to resign and the City Manager declines to resign?

____ YES ____ NO

Section 7.01. City Manager.

(a) The council shall appoint and may remove the city manager, subject to the procedure set forth in subsection (b) below, upon the affirmative vote of four members of the council, and shall supervise the city manager by majority vote. The city manager shall be chosen and compensated solely on the basis of his or her experience, education, training, ability and performance, and need not when appointed be a resident of the City; provided that, during his or her tenure of office the

city manager shall reside within the City. The city manager may be bonded at city expense as determined by the council, and may require a bond be provided at city expense by any other employee. No member of the council shall, during the term of office for which he or she is elected or for one (1) year thereafter, be appointed city manager.

(b) In the event the council requests the city manager resign and the city manager declines to resign, the council may suspend the city manager by resolution approved by affirmative vote of four members of the council. Such resolution shall set forth the reasons for suspension and proposed removal. A copy of such resolution shall be served immediately upon the city manager. The city manager shall have fifteen days in which to reply thereto in writing, and upon request, shall be afforded a hearing, which shall occur not earlier than ten days nor later than fifteen days after such hearing is requested. After the hearing, if one is requested, and after full consideration, the council by affirmative vote of four members of the council may adopt a final resolution of removal. The city manager shall continue to receive full compensation until the effective date of a final resolution of removal.

(c) The city manager shall be the chief executive and administrative officer of the city and shall be responsible to the council for the proper administration of all the affairs and business of the city. The city manager shall be required to:

Note: Examples of department head appointment provisions from other City Charters requested.

CITY OF LEANDER PROPOSITION _____
Department Director Appointments

Shall Sections 7.04 and 10.07 of the City Charter be amended to remove the requirement that the City Manager's appointment of department directors be approved by the City Council?

_____ YES _____ NO

Section 7.04. Department Directors.

At the head of each department there shall be a director who shall be appointed by the city manager ~~with the approval of the council~~. Department heads may be removed by the city manager without council approval. Such directors shall supervise and control their respective departments, may serve as the head of any division within their department, and may, with the city manager's approval, appoint and remove all employees of their respective department. More than one department may be headed by the same person, the city manager may head one (1) or more such departments, and a provision in this charter for the appointment of a department head does not require the department to be created or maintained.

Section 10.07. Planning and Development Departments.

The city council may create by ordinance such department or departments as necessary to provide technical and administrative support in the areas of planning, growth management and land

development, or assign such duties to any other department or officer of the city. The director(s) of such department(s) shall be appointed by the city manager ~~with the approval of the council.~~

CITY OF LEANDER PROPOSITION ____
Police Department Employee Evaluations

Shall Section 7.06 be amended to provide that, instead of police department employee evaluations being reviewed, modified, and revised by the City Manager and submitted to the City Council for review, evaluations shall instead be subject to review and modification by the City Manager?

____ YES ____ NO

Section 7.06. Police Department.

There shall be a police department to preserve order and protect the residents and property. The chief of police shall be responsible for the administration of the police department and shall annually evaluate the department and all its employees. ~~All such evaluations shall be submitted to the city manager who shall review, modify and revise and submit the same to the council for its review.~~ All such evaluations and actions shall be subject to review and modification by the city manager.

The following is a new proposed proposition:

CITY OF LEANDER PROPOSITION ____
Fire Department Employee Evaluations

Shall Section 7.07 be amended to remove language that fire department evaluations are subject to modification by the City Manager?

____ YES ____ NO

Section 7.07. Fire Department.

The council may establish a city fire department consisting of a fire chief and/or other salaried personnel. The fire chief shall be responsible for the management and administration of the fire department, including all contracts, functions, equipment and property. The fire chief shall supervise and annually evaluate the department and all its employees. All such evaluations and actions shall be subject to review and modification by the city manager.

A volunteer fire department is authorized. The authority of and relationship between the volunteer fire department and the city shall, subject to the above paragraph, be established by contract or ordinance. The chief and/or president of the volunteer fire department will participate with the city's fire chief and/or the city manager in the annual evaluation of the relationship and any contract between the volunteer fire department and the city. The working relationship

between the volunteer fire department and the city shall be coordinated by the city's fire chief and/or the city manager with approval of the council.

CITY OF LEANDER PROPOSITION ____
Mayor Pro Tem Appointment

Shall Section 4.02 be amended to clarify that the appointment of the Mayor Pro Tem occurs at the first regular meeting following the canvass of the general election and any runoff election associated with that general election?

_____ YES _____ NO

Section 4.02. Mayor Pro Tem.

At its first regular meeting after *the canvass of the* general election *and any runoff election associated with the general election.* or a vacancy in the office of Mayor Pro Tem, the council shall elect one of its members to be mayor pro-tem for a one (1) year term, or to fill the unexpired term resulting from the vacancy. Nominations for mayor pro tem shall require a second and the mayor pro tem shall be the councilmember who receives a majority of the votes cast but not less than four votes. In the absence of the mayor, the mayor pro tem shall perform the duties of the office of the mayor and in such capacity shall be vested with all powers conferred on such office. In the event of the failure, inability, or refusal of the mayor to act in respect to any matter or duty, the mayor pro tem shall act. In the event the office of mayor becomes vacant, the mayor pro-tem shall serve as mayor until an election is held to elect a mayor to serve the unexpired term.

CITY OF LEANDER PROPOSITION ____
Planning Commission Appointments

Shall Sections 4.03 and 10.04 of the City Charter be amended to provide that each council member appoints a member to the planning commission without requiring a majority vote of council or a recommendation from the board selection committee?

_____ YES _____ NO

Section 10.04. Planning Commission.

There shall be a seven (7) member planning commission. The members must be qualified voters that have resided within the city for one year next preceding their appointment. A minimum of two-thirds of the members shall be citizens not directly or indirectly connected with real estate and land development. The members shall be appointed to staggered terms of office in a manner to result in the terms of office that expire in October of any year being equal to the number of

members of the city council scheduled to be elected in that year. *The members of the council elected at a general election and any associated runoff election shall each be entitled to appoint one person to a place on the commission, when the term of office for that position expires following the general election. All nominees shall be subject to council approval by majority vote, and the* *The* term of the commissioners shall be the same number of years as that of the members of the council. The planning commission shall elect a chairperson from among its membership and shall meet not less than once each month. Vacancies in an unexpired term shall be filled by the *appointing* council *place* for the remainder of the term. *If the council position that appoints a commission place is vacant at the time of a required appointment, the commission place shall be filled by majority vote of council.*

Section 4.03. The City Council.

(f) Provide for boards and commissions required in this charter and as deemed necessary by the council, and appoint all such boards and commissions after receiving a recommendation from the board selection committee, *except for planning commission members, who shall be appointed in accordance with section 10.04.*

CITY OF LEANDER PROPOSITION ____ Selection of Auditor

Shall Section 8.13 of the City Charter be amended to change the maximum period of time the City may contract with the independent auditor from three consecutive years to five consecutive years?

_____ YES _____ NO

Section 8.13. Independent Audit.

(c) The council shall not select the same auditor for more than *five (5) three (3)* consecutive years and the auditor selected shall not be, or have been within the immediate preceding *five (5) three (3)* years, a business associate of the certified public accountant or firm that performed the audit prior to such selection.” [sic]

CITY OF LEANDER PROPOSITION ____ PROPOSITION ____ Mayoral Duties

Shall Section 4.01 of the City Charter be amended to remove the following duties from the office of Mayor: (a) recommendation of appointees for boards and commissions; (b) submission of a recommended budget to council; and (c) taking command of the police in time of a declared emergency?

_____ YES _____ NO

Section 4.01. Mayor.

The mayor shall serve as the ceremonial head of the city government, preside at all meetings of the council and provide the leadership necessary to ensure good government. He or she shall work closely with the council to obtain legislation in the public interest and with the city manager to ensure that the same is enforced, and participate in the discussion and vote on all legislative and other matters coming before the council. The mayor shall have signatory authority for all legal contracts and commitments of the city; sign all ordinances and resolutions; ~~recommend appointees for the boards and commissions;~~ work and coordinate with the city manager and the council; ~~submit his or her recommended budget to the council;~~ review and make recommendations on all proposed budget amendments; approve agendas for council meetings; and, in time of declared emergency, may ~~take command of the police and~~ govern the city by proclamation, maintain order and enforce all laws. The mayor shall have such additional powers as are granted to the office by this charter, state law, or ordinance.

CITY OF LEANDER PROPOSITION _____
Public Records

Shall Section 13.06 of the City Charter be amended to remove the requirement that all applications for public records be stamped with a city seal and a copy of the application be provided to the applicant?

_____ YES _____ NO

Section 13.06. Public Records.

All public records of every office, department, or agency of the City shall be open to inspection by the public at all reasonable times, provided that records closed to the public by State law shall not be considered public records for the purpose of this section. During normal office hours, any person shall have the right to examine any such public records belonging to the City and shall have the right to make copies thereof under such reasonable rules and regulations as may be prescribed by the City Council or by this Charter. ~~All written applications for public records shall be stamped with a city seal and a copy of the application shall be provided to the applicant.~~

CITY OF LEANDER PROPOSITION _____
Charter Review Commission Term

Shall Section 13.08 of the City Charter be amended to remove the provision that states that the Charter Review Commission serves a six-month term?

_____ YES

_____ NO

Section 13.08. Charter Review.

The council may at any time appoint a charter review commission, consisting of seven (7) qualified voters of the city. The council shall appoint a charter review commission not less often than every fifth year. ~~*The term of each charter review commission shall be six (6) months and such commission*~~ *The charter review commission* shall review, hold hearings upon, and make recommendations for the amendment, if any, of this charter. Any resulting charter elections shall be noticed and held in compliance with state law; provided that the council may call the election for any permitted election date, or the earlier to occur of the date of the next general state or general city election.

SAMPLE COUNCIL COMPENSATION PROVSIONS

Frisco

Sec. 3.04 Compensation

The Mayor shall receive compensation in the amount of \$850.00 per month. Each Councilmember shall receive compensation in the amount of \$700.00 per month. In addition to such compensation, the Mayor and each Councilmember shall be entitled to reimbursement of actual expenses incurred in the performance of their official duties with the approval of the City Council at a public meeting. To the extent possible, all related expenses for conferences, meetings, meals and other types of events that recur during a budget year that are attended by the Mayor and Councilmembers (whether one or more) shall be included in the City's annual budget. The City Manager and Finance Director shall create and administer the regulations for the implementation of this policy.

Plano

Sec. 3.04. Compensation.

The city council shall fix the compensation to be received by its members for attendance at its meetings.

Garland

Sec. 3. Compensation.

From and after October 1, 2018, the Mayor shall receive compensation in the base amount of five hundred and seventy five dollars (\$575.00) per month, each Councilmember shall receive compensation in the base amount of two hundred and eighty-eight dollars (\$288.00) per month, and all members of the Council shall receive compensation in the base amount of seventy-two dollars (\$72.00) for each work session attended by the member preceding a regular Council meeting, and for each regular meeting of the Council attended by the member. Each Councilmember shall be entitled to reimbursement of reasonable expenses incurred in the performance of their official duties when approved by the Council.

Irving

Sec. 11. Compensation of mayor and council member.

- (a) The mayor shall receive a salary of twelve hundred dollars per month.
- (b) Each council member shall receive a salary of nine hundred dollars per month.
- (c) No member of the city council shall be entitled to receive reimbursement for expenses except for actual expenses incurred while in the performance of city council duties outside the municipal boundaries of the City of Irving.

Round Rock

Sec. 3.04. - Compensation.

The Mayor and Council members shall receive compensation as may be fixed by ordinance; provided, however, that they shall be entitled to all necessary expenses incurred in the performance of their official council duties upon approval by the City Council. Regardless of whether or not the Mayor and Council members receive compensation for their service, they shall not be considered to be employees of the City.

Georgetown

Sec. 2.16.010. Compensation.

- (A) The Mayor shall receive compensation of \$1,800.00 per month.
- (B) The Mayor Pro Tem shall receive compensation of \$1,400.00 per month.
- (C) The Council members shall receive compensation of \$1,400.00 per month.

Cedar Park

SECTION 3.04 Compensation Council Members shall serve without compensation. However, they shall be entitled to all expenses incurred in the performance of their official Council duties upon approval by the Council

Pflugerville

Section 3.04. Compensation.

Members of the city council shall serve without compensation, but shall be entitled to payment of or reimbursement for all necessary expenses incurred in the performance of official duties, upon approval by the city council.

McKinney

Sec. 16. Council compensation.

Each member of the City Council including the Mayor shall receive for compensation the sum of fifty dollars (\$50.00) per posted City Council meeting attended. In addition the Mayor shall receive one hundred dollars (\$100.00) per month stipend. In the event that the Mayor Pro Tem serves as Mayor for more than thirty (30) consecutive days, the stipend shall be awarded to the Mayor Pro Tem. In addition, all actual reimbursable expenses, including eligible expenses allowed by State law, incurred by all members of the City Council in the performance of their official duties shall be paid by the City.

ELECTION HISTORICAL DATA

2004 – 2021

Term length

2004 – 2010 2 year terms

No election in 2011

2012 – 2021 3 year terms

Elected Officials serving 3 or more terms (years elected)

Andrea Navarette, Councilmember (2005, 2009, 2010, 2013; 2016)

Chris Fielder, Councilmember (2007, 2010); Mayor (2012, 2015)

David Siebold, Councilmember (2004, 2006, 2009, 2012)

John Cowman, Mayor (2004, 2006, 2009)

Kirsten Lynch, Councilmember (2004, 2006, 2009, 2012)

Michell Cantwell, Councilmember (2006, 2009, 2012)

Elected Officials serving 2 or less terms (years elected)

Becki Ross, Councilmember (2021)

Carl Wake, Councilmember (2010)

Chris Czernek, Councilmember (2019)

Christine DeLisle, Councilmember (2018); Mayor (2021)

Esme Mattke Longoria, Councilmember (2021)

Jason Dishongh, Councilmember (2012)

Jason Shaw, Councilmember (2019)

Jeff Seiler, Councilmember (2016)

Jimmy Tyree, Councilmember (2004)

John Perez, Councilmember (2005, 2007)

Kathryn Pantalion-Parker, Councilmember (2019)

Marci Cannon, Councilmember (2018)

Michelle Stephenson, Councilmember (2015, 2018)

Na’Cole Thompson, Councilmember (2021)

Ron Abruzzese, Councilmember (2015)

Shanan Shepherd, Councilmember (2015, 2016)

Simon Garcia, Councilmember (2013)

Troy Hill, Councilmember (2015); Mayor (2018)

Vic Villareal, Councilmember (2005, 2007)

Charter Considerations											
	 83,000 Leander	 212,223 Frisco	 286,400 Plano	 242,402 Garland	 256,729 Irving	 123,497 Round Rock	 76,270 Georgetown	 82,192 Cedar Park	 61,737 Pflugerville	 198,507 McKinney	 3,951 ** Liberty Hill
Population* <i>* Population estimates from city websites</i>											
Mayoral Term Limits	NO	YES Three 3-YR terms. No one may serve as Councilmember and Mayor (combined) for more than 18 consecutive years	YES Two 4-YR terms	YES Three 2-YR terms, with a total of 6 years	YES Three 3-YR terms. A mayor who has served three full consecutive terms may not run for mayor or another place on council for one year.	NO	YES No more than 3 consecutive 3-YR terms.	NO	YES No more than three 3-YR terms.	YES Two consecutive 4-YR terms.	NO
Council Term Limits	NO	YES Three 3-YR terms. No one may serve as councilmember and mayor (combined) for more than 18 consecutive years	YES Two 4-YR terms	YES Three 2-YR terms, with a total of 6 years	YES Council can serve three 3-YR terms. They must sit out one year, except if they want to run for Mayor, they can do that immediately.	NO	YES Up to three consecutive 3-YR terms. Someone can go from Council to Mayor as long as they take a break of 2 years in between.	NO	YES No more than three 3-YR terms	YES Two consecutive 4-YR terms.	NO
Council Approval of Director Appointments	YES	NO	NO	NO	NO Except for staff under LGC 143 (Civil Service)	NO	NO	NO	NO	NO	YES
During Emergencies, Mayor Takes Command of Police	YES	NO	NO	NO	YES In time of danger or emergency, mayor may with the consent of council take command of police and govern the city by proclamation.	NO	NO	NO	NO	NO	NO
Mayor Compensation	NO	\$850 per month	\$1400 per month	\$575 base per month + \$72 reg mtgs + \$72 work sessions	\$1200 per month	\$1,000 per month/health benefits/\$200/per month vehicle	\$1800 per month	NO	NO	\$50 per mtg, \$100 per month Phone: \$100 per month	\$40,000 / year
Council Compensation	NO	\$700 per month	\$1,000 per month	\$288 base per month + \$72 reg mtgs + \$72 work sessions	\$900 per month	\$750 per month / health benefits / \$200 per month vehicle	\$1400 per month	NO	NO	\$50 per mtg, \$100 per month	\$500 / month
Total Budget	\$160,475,644	\$391,496,286	\$638,707,535	\$816,000,000	\$687,900,000	\$525,400,000	\$483,000,000	\$152,363,647	\$182,444,086	\$617,600,000	\$6,599,170

**** Liberty Hill is a General Law Type A city which can only do what the legislature, through law, allows them to do. Home Rule Charter cities must have voter approval for any additions and/or changes to their Charter.**