



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - January 6, 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. Discuss proposed amendments to the Home Rule Charter and recommendations by the Charter Review Commission.

REGULAR MEETING – CONVENE AT 7:00 PM

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

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

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

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

CONSENT AGENDA: ACTION

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. Conduct a Public Hearing 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.
 - Discuss and consider action regarding Zoning Case 21-Z-038 as described above.
21. Convene into executive session 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.
 - Reconvene into open session to conduct a Public Hearing 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.
 - Discuss and consider action regarding Ordinance Case 21-OR-004 as described above.

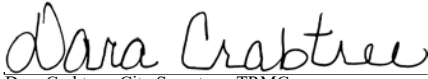
REGULAR AGENDA

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.
23. Discuss and consider action on proposed ballot language for consideration of a special elections.
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.
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.
27. Council Member Closing Statements.

28. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 55 1.001 et seq. At any time during the meeting the Council reserves the right to adjourn into Executive Session on any of the above posted agenda for which state law authorizes Executive Session to be held, including but not limited to Sections 55 1.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 55 1.073 [prospective gift to city], 55 1.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [Deliberations regarding Economic Development Negotiations]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 30 day of December 2021 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

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

Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
01/06/2022

AGENDA SUBJECT:

Discuss proposed amendments to the Home Rule Charter and recommendations by the Charter Review Commission.

Attachments

1. Redline of Proposed Amendments

Proposed Charter Amendments – 2021 Review
Final Commission Recommendation
12/13/21

CITY OF LEANDER PROPOSITION C
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 D
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).

CITY OF LEANDER PROPOSITION E
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:

CITY OF LEANDER PROPOSITION F

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 G 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.

CITY OF LEANDER PROPOSITION H 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 I
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 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.

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 J
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 K
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 L
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 M
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.



EXECUTIVE SUMMARY
01/06/2022

AGENDA SUBJECT:

Approval of the minutes for meeting held on December 16, 2021.

BACKGROUND:

Attached are the minutes for meetings held on December 16, 2021.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Draft Minutes



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - December 16, 2021



**Mayor – Christine Sederquist
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. Opened Meeting at 6:00 p.m.
2. Roll Call reflected all present.
3. Received final presentation of transit demand analysis.

Briefing workshop adjourned at 6:49 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Opened Meeting at 7:02 p.m., Pastor Rob Lieberman with Leander First Baptist Church provided the Invocation and Mayor Christine led the Pledges of Allegiance.
5. Roll Call reflected all present.
6. Public comments on items not listed in the agenda.

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

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

James Nunn, 1500 Rio Bravo Drive - commented on senior center; aesthetics of city; Europe awards for tidy towns; no sense of design in Leander; ugly city; cover the CapMetro mess; nothing connecting development; pedestrian bridge connecting Old Town, HEB and new development; train to airport and keep train.

Kathleen Bonadi, 1412 Volente Lane - commented on Mason Homestead for repairing toilet and electrician looking at electrical; remember seniors over holidays; ran for office in May senior center was hot topic; and belated happy birthday Councilmember Czernek.

7. Board Reports
 - Exploring Leander History commented on booth at Old Town Christmas festival and Wreaths across America laying of wreaths on Saturday at Bagdad Cemetery.
8. Staff Reports
 - Monthly Water Update

CONSENT AGENDA: ACTION

Motion by Councilmember Esme Mattke Longoria, Seconded by Councilmember Na'Cole Thompson to approve consent agenda items 9 through 20.

Vote: 7 - 0

9. Approval of the minutes for meeting held on December 2, 2021.
10. Approval of the Second Reading of an Ordinance regarding the Borho Annexation Case 21-A-006 regarding the voluntary annexation of 43.995 acres $\pm$; and generally located to the north of the intersection of Journey Parkway and Pecan Park Drive, Leander, Williamson County, Texas.
11. Approval of the Second Reading of an Ordinance regarding Zoning Case 21-Z-032 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFU-2-A (Single-Family Urban) and SFC-2-A (Single-Family Compact) on one (1) parcel of land approximately 43.995 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031542; and generally located to the north of the intersection of Journey Parkway and Pecan Park Drive, Leander, Williamson County, Texas.
12. Approval of the Second Reading of an Ordinance regarding the Crystal Mesa 2 Annexation Case 21-A-008 regarding the voluntary annexation of 10.35 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcels 354047, 354050, and 354048; and generally located to the south of the intersection of CR 290 and Hidden Mesa, Leander, Travis County, Texas.
13. Approval of the Second Reading of an Ordinance regarding Zoning Case 21-Z-033 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFR-2-B (Single-Family Rural) on three (3) parcels of land approximately 10.35 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcels 354047, 354050, and 354048; and generally located to the south of the intersection of CR 290 and Hidden Mesa, Leander, Travis County, Texas.
14. Approval of the Second Reading of an Ordinance regarding Zoning Case 21-Z-034 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial) on one (1) parcel of land approximately 1.376 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031219; and addressed as 10996 E. Crystal Falls Parkway, Leander, Travis County, Texas.

15. Approval of the Second Reading of an Ordinance regarding Special Use Case 21-SU-005 to consider action on a Special Use Permit to allow for a tattoo studio on one (1) parcel of land approximately 0.155 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036105; and addressed as 106 W. Willis Street, Leander, Williamson County, Texas.
16. Acceptance of subdivision infrastructure improvements for Deerbrooke phase 2 section 7 and Bryson mixed-use phase 7 and 13.
17. Approval of Task Order KSA-002 from KSA Engineers, Inc. for engineering services related to the Heritage Grove reconstruction project (CIP Project T.52) in the amount of \$324,624.00; and authorizing the City Manager to execute any and all necessary documents.
18. Approval of purchase of budgeted fire department equipment consisting of two SCBA refill stations, structural firefighting personal protective equipment, and replacement portable and mobile/base radios for aged out radios from multiple vendors in the amount of \$261,000.00; and authorizing the city manager to execute any and all necessary documents.
19. Approval of the purchase of a Pierce fire engine from Siddons Martin Emergency Group, LLC in an amount not to exceed \$710,000.00; and authorizing the city manager to execute any and all necessary documents.
20. Approval of a special event permit and street closures for the inaugural Rev. Dr. Martin Luther King parade and festival in Leander being held on January 17, 2022, from 10:00 a.m. - 3:00 p.m. in Old Town.

REGULAR AGENDA

21. Discuss and consider action on amending the previous authorization of Solicitation S20-052, Pre-Qualified Engineering Consulting Services by adding 17 new engineering firms to the approval for the remainder of a three-year period; and authorize the City Manager to execute all necessary contract documents.

Motion by Councilmember Jason Shaw, Seconded by Councilmember Becki Ross to approve amending the previous authorization of Solicitation S20-052, Pre-Qualified Engineering Consulting Services by adding 17 new engineering firms to the approval for the remainder of a three-year period; and authorize the City Manager to execute all necessary contract documents.

Vote: 7 - 0

22. Discuss and consider action on a Resolution authorizing the President of BCRUA to execute an engineering services contract with Walker Partners, LLC for the BCRUA Phase 1D Water Treatment Plant Expansion for the City of Leander cost portion of \$642,108.00 of the total negotiated amount of \$1,375,848.00.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Na'Cole Thompson to approve authorizing the President of BCRUA to execute an engineering services contract with Walker Partners, LLC for the BCRUA Phase 1D Water Treatment Plant Expansion for the City of Leander cost portion of \$642,108.00 of the total negotiated amount of \$1,375,848.00.

Vote: 7 - 0

23. Discuss and consider action on a Resolution authorizing the BCRUA President to execute a Sixth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project.

Motion by Councilmember Kathryn Pantalione-Parker, Seconded by Councilmember Na'Cole Thompson to approve authorizing the BCRUA President to execute a Sixth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project.

Vote: 7 - 0

24. Discuss and consider action on the annual appointment of the Tax Increment Reinvestment Zone (TIRZ) No. 1 Board Chair for a term from January 1, 2022 through December 31, 2022.

Motion by Mayor Christine Sederquist, Seconded by Councilmember Esme Mattke Longoria to appoint Mayor Christine as the Tax Increment Reinvestment Zone (TIRZ) No. 1 Board Chair for a term from January 1, 2022 through December 31, 2022.

Vote: 7 - 0

25. Discussion regarding intersection of Hero Way and Ronald Reagan Boulevard.

26. Convened into Executive Session at 8:26 p.m. pursuant to:
- (a) Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease, or value of real property; and
 - (b) 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; and
 - (c) Section 551.074, Texas Government Code, to discuss or deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: city manager.

Reconvened into open session at 11:01 p.m. to take action as deemed appropriate in the City Council's discretion regarding:

- (a) exchange, purchase, lease or value of real property; and
- (b) Capital Metropolitan Transportation Authority; and
- (c) city manager.

- (a) no action.

Motion by Councilmember Becki Ross, Seconded by Councilmember Chris Czernek (b) to bring back, on the January 6, 2022, city council agenda, ballot language for consideration of a special election regarding Capital Metropolitan Transportation Authority service, and a resolution of support for the development of an interlocal agreement with Capital Metropolitan Transportation Authority for the benefit of all Leander citizens.

Vote: 7 - 0

- (c) no action.

27. *[This item was taken out of order and taken prior to Item 26.]*

Council Member closing Statements.

Kathryn Pantalion-Parker - commented on recent police and fire department award banquets; end of the year for the council; has been honor and blessing to serve Leander; merry Christmas and wishing everyone a joyful and prosperous new year, and thanked staff.

Esme Mattke Longoria - commented on Wreaths across America event on Saturday; and wished everyone who celebrates Christmas a merry Christmas.

Jason Shaw - thanked wife for support during his military service; she puts up with him; served 6 combat deployments; upcoming anniversary - will be celebrating 27 years of marriage; and love her dearly.

Na'Cole Thompson - thank you to city for hosting 1st MLK day parade.

Chris Czernek - wished everyone a merry Christmas, and a happy birthday to Rick.

Becki Ross - wished everyone happy holidays.

Christine Sederquist - stated Chick-fil-a provided dinner tonight; commented on shop Leander and keep tax dollars in Leander; Wreaths across America, no buzz online about agenda items online; pleased BCRUA items moving forward; MLK parade on January 17, thanked Councilmember Thompson for spearheading the parade; thanked Mayor Pro Tem Ross for her work on CapMetro board and filling in for her in her recent absence; and wish everyone a very happy and safe holiday.

28. Adjourned at 11:02 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
01/06/2022

AGENDA SUBJECT:

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.

BACKGROUND:

NexBank is a financial institution that participates in a banking consortium known as IntraFi Network Deposits which allows depositors, such as the City of Leander, to open a money market account in amounts greater than \$250,000.00 but still maintain FDIC insurance. IntraFi distributes the City's investment to other FDIC insured banks in increments of less than \$250,000.00 each. The current money market rate offered by NexBank to the City of Leander is 0.40%. For reference, TexPool is at 0.04%.

The City of Round Rock and the BCRUA currently have NexBank accounts for investment purposes.

RECOMMENDATION:

Recommend Approval.

PRESENTER:

Robert G. Powers, Executive Finance Director

Attachments

1. Corporate Resolution
2. IntraFi Network Deposits Agreement



Account #: 1518026

Account Agreement

Date: 12/09/2021

Institution Name & Address

NexBank
 McKinney Avenue
 2515 McKinney Ave #1700
 Dallas, TX 75201
 (972) 934-4700

IMPORTANT ACCOUNT OPENING INFORMATION: Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Enter **Non-Individual Owner Information** on page 2. There is additional **Owner/Signer Information** space on page 2.

Owner/Signer Information 1

Name	Robert G. Powers
Relationship	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	
Other ID (Description, Details)	
Employer	
Previous Financial Inst.	

Owner/Signer Information 2

Name	Jodi Levie
Relationship	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	
Other ID (Description, Details)	
Employer	
Previous Financial Inst.	

Internal Use Public Funds MMS

Account Title & Address

City Of Leander Texas
 105 N. Brushy St
 Leander TX 78641

Ownership of Account

The specified ownership will remain the same for all accounts.

(For consumer accounts, select and initial.):

Uniform Single-Party or Multiple-Party Account Selection Form Notice: The type of account you select may determine how property passes at your death. Your Will may not control the disposition of funds held in some of the following accounts:

- ☐ Single-Party Account with Payable-On-Death (POD) Designation
- ☐ Single-Party Account without POD Designation
- ☐ Multiple-Party Account with Right of Survivorship
- ☐ Multiple-Party Account with Right of Survivorship and POD
- ☐ Multiple-Party Account without Right of Survivorship
- ☐ Convenience Account
- ☐ Trust Account (name beneficiaries below)

- ☒ Corporation - For Profit ☐ Corporation - Nonprofit
- ☐ Partnership ☐ Sole Proprietorship
- ☐ Limited Liability Company
- ☐ Trust-Separate Agreement Dated: _____

Beneficiary Name(s), Address(es), and SSN(s)

(Check appropriate ownership above.)

- ☐ If checked, this is a temporary account agreement.

Signature(s)

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

- ☒ Terms and Conditions ☒ Privacy
- ☒ Electronic Fund Transfers ☒ Truth in Savings
- ☒ Substitute Checks ☒ Funds Availability
- ☒ Common Features ☐

Number of signatures required for withdrawal: 1

See Owner/Signer Information for Convenience Signer designation(s).

1 [x] Robert G. Powers

2 [x] Jodi Levie

3 [x]] 4 [x

Owner/Signer Information 3

Name	
Relationship	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	
Other ID (Description, Details)	
Employer	
Previous Financial Inst.	

Owner/Signer Information 4

Name	
Relationship	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	
Other ID (Description, Details)	
Employer	
Previous Financial Inst.	

Backup Withholding Certifications

(If not a "U.S. Person," certify foreign status separately.)

TIN: 74-2007646

☒ **Taxpayer I.D. Number (TIN)** - The number shown above is my correct taxpayer identification number.

☐ **Backup Withholding** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☒ **Exempt Recipients** - I am an exempt recipient under the Internal Revenue Service Regulations.

I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

X _____ (Date)

Non-Individual Owner Information

Name	City Of Leander Texas
EIN	74-2007646
Phone	(512) 528-2734
Mobile Phone	
E-Mail	rpowers@leadertx.gov
Type of Entity	
State/Country & Date of Organization	
Nature of Business	
Address	105 N. Brushy St Leander TX 78641
Mailing Address (if different)	
Authorization/ Resolution Date	
Previous Financial Inst.	

Account Description	Account #	Initial Deposit/Source
Money Market	1518026	\$ ☐ Cash ☐ Check ☐
		\$ ☐ Cash ☐ Check ☐
		\$ ☐ Cash ☐ Check ☐

Services Requested

☐ ATM	☐ Debit/Check Cards (No. Requested: _____)
☐	☐
☐	☐

Other Terms/Information

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CORPORATE AUTHORIZATION RESOLUTION

NexBank
2515 McKinney Ave #1700
Dallas, TX 75201

By: City Of Leander Texas
105 N. Brushy St
Leander TX 78641

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, [Redacted], certify that I am Secretary (clerk) of the above named corporation organized under the laws of [Redacted], Federal Employer I.D. Number 74-2007646, engaged in business under the trade name of City Of Leander Texas, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 12/09/2021 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>Robert G. Powers, Authorized Signer</u>	X <u>[Redacted]</u>	X
B. <u>Jodi Levie, Authorized Signer</u>	X <u>[Redacted]</u>	X
C. _____	X _____	X
D. _____	X _____	X
E. _____	X _____	X
F. _____	X _____	X

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
_____	(1) Exercise all of the powers listed in this resolution.	_____
<u>A-B</u>	(2) Open any deposit or share account(s) in the name of the Corporation.	<u>1</u>
<u>A-B</u>	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	<u>1</u>
_____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
_____	(7) Other _____	_____

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____, If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☐ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on [Redacted] (date)

Attest by One Other Officer

Secretary

RESOLUTIONS

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) ☐ This resolution is superseded by resolution dated _____.

Comments:



Certification Regarding Internet Gambling

The business entity identified below certifies that it does not engage in an Internet gambling business within the meaning of Federal Reserve Regulation GG.

Business Entity

City Of Leander Texas



Date

IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement

You, the undersigned, enter into this IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement (“*Agreement*”) with the following financial institution (“*we*” or “*us*”):

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at other financial institutions through the DDA-MMDA Option of IntraFiSM Network DepositsSM. IntraFi Network Deposits is a product of IntraFi Network LLC (“*IntraFi*”) that encompasses services for placing deposits at depository institutions.

This Agreement is an amended version of the ICS Deposit Placement Agreement (“*ICS DPA*”). The DDA-MMDA Option of IntraFi Network Deposits (“*DDA-MMDA Option*”) is the deposit placement functionality formerly known as part of ICS®, the Insured Cash Sweep® service. IntraFi is the entity formerly known as Promontory Interfinancial Network, LLC.

During a branding transition period, you may see references to ICS on statements or other documents. These references are to the DDA-MMDA Option of IntraFi Network Deposits.

1. Deposit Placement

1.1. IntraFi Network Deposits DDA-MMDA Option

(a) **Schedule 1** describes the procedure by which we will place deposits for you through the DDA-MMDA Option. **Schedule 2** includes descriptions of the account type and placement feature that we will use.

(b) Each depository institution at which we place deposits for you through the DDA-MMDA Option (“*Destination Institution*”) will be one at which deposit accounts are insured by the Federal Deposit Insurance Corporation (“*FDIC*”) up to the FDIC standard maximum deposit insurance amount (“*SMDIA*”) of \$250,000.

(c) Subject to the terms and conditions of this Agreement, when we place deposits in a deposit account at a Destination Institution for your funds placed through the DDA-MMDA Option (“*Deposit Account*”), the amount of our outstanding placements for you at the Destination Institution through the DDA-MMDA Option and through the CD Option of IntraFi Network Deposits, which is the deposit placement functionality formerly known as part of CDARS®, the Certificate of Deposit Account Registry Service®, will not exceed \$250,000.

(d) The Bank of New York Mellon (“*BNY Mellon*”) provides services that support deposit placement through the DDA-MMDA Option. BNY Mellon’s services include acting as our sub-custodian and settlement agent.

(e) You must be capable of using, and you agree to use, the Depositor Control Panel (“*DCP*”), an online tool, to review provisional allocations of deposits and for other purposes. You also agree to receive notices that may be posted on the DCP or sent to you by email.

1.2. Deposit Accounts

(a) Deposits that we place for you in Deposit Accounts will be “deposits,” as defined by federal law, at the Destination Institutions.

(b) Each Deposit Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Destination Institution at which it is held. It will not be a deposit obligation of us or of IntraFi, BNY Mellon, or any other person or entity.

2. Your Relationship With Us

2.1. Agency and Custodial Relationship

(a) We will act as your agent in placing deposits for you through the DDA-MMDA Option. Under a separate agreement with you that grants us custodial powers (“*Custodial Agreement*”), we will also act as your custodian for the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of the Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and

other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts.

(d) All interests that we hold for the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of the funds in the Deposit Accounts and any interest on those funds.

2.2. Termination of Custodial Relationship

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that it be recorded on the records of the Destination Institution in your name.

(b) We will endeavor to cause any request from you pursuant to Section 2.2(a) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such request, subject to its customer identification policies and other account opening terms and conditions.

(c) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to this Section 2, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility for it and you will not be able to enforce any rights against the Destination Institution through us.

(d) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to this Section 2.

3. Custodial Account and Interest Rate

3.1. Custodial Account

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests in the Deposit Accounts ("*Custodial Account*"). We may permit you to have multiple Custodial Accounts.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you ("*Depositor Identifier*"), which will be associated with the Custodial Account. You will enter as your Depositor

Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you use an alternate identifier, you must use the same alternate identifier for all placements of deposits for you, by us or by any other financial institution, through the DDA-MMDA Option or through the CD Option of IntraFi Network Deposits. If you later obtain a TIN, you must promptly report it to us and to any such other institutions, and we may use it as your Depositor Identifier.

3.2. Interest Rate

(a) The interest rate for the Deposit Accounts at Destination Institutions on any day will be the then-current rate that we specify, which may be any rate (including zero) and which we may modify at any time ("*Interest Rate*"). Through your continued participation in the DDA-MMDA Option, you accept each applicable Interest Rate.

(b) If we permit you to have more than one Custodial Account, we may specify a different Interest Rate for each Custodial Account.

(c) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

4. Placement Procedures

4.1. Account Type, DDA-MMDA Option Settlement, and Statements

(a) Settlement of payments to and from participating institutions in the DDA-MMDA Option through BNY Mellon that includes the type of deposits we place for you ("*DDA-MMDA Option Settlement*") will occur each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close ("*Business Day*").

(b) You may confirm through the DCP (i) the aggregate principal balance in the Deposit Accounts ("*Program Balance*") and (ii) the principal balance and accrued interest at each Destination Institution as of the preceding Business Day or, after DDA-MMDA Option Settlement-related processing, as of that Business Day.

(c) We will provide you with periodic account statements that include, as of the end of the statement period, your Program Balance, your principal balance at

each Destination Institution, the total interest you have earned on the Deposit Accounts during the period, and the rate of return you have earned on the daily average closing principal balance for the period (“*Statement Period Yield*”).

(d) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.1(c), will be the only evidence that you receive of your ownership of the funds. You should retain the account statements.

4.2. Triggering Events

(a) Schedule 1 sets forth events for triggering a transfer of funds from a root account with us that contains your funds (“*Root Account*”) to the Deposit Accounts at DDA-MMDA Option Settlement (“*Program Deposit*”) or a transfer of funds from the Deposit Accounts to the Root Account at DDA-MMDA Option Settlement (“*Program Withdrawal*”).

(b) An event for triggering a Program Deposit or a Program Withdrawal (“*Triggering Event*”) will be any such event described in Schedule 1.

(c) If you signed a previous version of this Agreement identified as an ICS DPA and became a party to this amended version of the Agreement after you were given notice of amendment, the content of Schedule 1 to this Agreement is the same as the content of Schedule 1 to the version you signed, subject to the following changes:

(i) “ICS” is changed to “the DDA-MMDA Option of IntraFi Network Deposits.”

(ii) “Transaction Account,” if it appears, is changed to “Root Account.”

4.3. Program Deposits

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.3(b), a Triggering Event for a Program Deposit will result in a transfer of funds to the Deposit Accounts at DDA-MMDA Option Settlement the *next* Business Day (“*Regular Program Deposit*”).

(b) Schedule 1 states whether a transfer of funds to the Deposit Accounts at DDA-MMDA Option Settlement on the *same* Business Day (“*Same-Day Program Deposit*”) is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (“*Same-Day Deposit Cutoff Time*”). If so stated, a request that we receive and accept before the Same-

Day Deposit Cutoff Time will be a Triggering Event for a Same-Day Program Deposit.

(c) We may impose a maximum Program Balance amount for deposits that we place for you through the DDA-MMDA Option and will inform you of any such amount we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to the Deposit Accounts if it would cause the Program Balance to exceed the maximum. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Root Account, but have not yet collected from a third party.

4.4. Program Withdrawals

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal will result in a transfer of funds from the Deposit Accounts at DDA-MMDA Option Settlement the *next* Business Day (“*Regular Program Withdrawal*”).

(b) Schedule 1 states whether the transfer of funds from your Deposit Accounts at DDA-MMDA Option Settlement on the *same* Business Day (“*Same-Day Program Withdrawal*”) is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal (“*Same-Day Withdrawal Cutoff Time*”). If Section 1 so states, a request that we receive and accept before the Same-Day Withdrawal Cutoff Time will be a Triggering Event for a Same-Day Program Withdrawal.

4.5. Withdrawal Advances; Security Interest

(a) If Schedule 1 states that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at DDA-MMDA Option Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, the Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount that you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount that you owe to us, and

(iii) to the extent that the amount that you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in the Deposit Accounts or in any security entitlements or other interests or assets relating to the Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Root Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in the Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Root Account, we also may decline to honor transactions in the Root Account in accordance with the separate agreement.

4.6. Account Type and Withdrawal Limit, If Any

(a) Deposits that we place for you through the DDA-MMDA Option at a Destination Institution will be placed in a Deposit Account that is a demand deposit account (“DDA”) or a Deposit Account that is a money market deposit account (“MMDA”), as provided in Section 1 of Schedule 2.

(b) Section 1 of Schedule 2 provides (i) that we will place deposits for you in DDAs, (ii) that we will place deposits for you in MMDAs, or (iii) that we may place deposits for you in DDAs or MMDAs.

(c) If you signed a previous version of this Agreement identified as an ICS DPA and became a party to this amended version of the Agreement as a result of having been given notice of amendment, the following applies:

(i) If the version you signed provided that we would place deposits for you in DDAs, Section 1 of Schedule 2 is deemed to state: “We will place deposits for you in DDAs.”

(ii) If the version you signed provided that we would place deposits for you in MMDAs, Section 1 of Schedule 2 is deemed to state: “We will place deposits for you in MMDAs.”

(iii) If the version you signed provided that we might place deposits for you in DDAs or MMDAs, Section 1 of Schedule 2 is deemed to state: “We may place deposits for you in DDAs or MMDAs.”

(d) Section 1 of Schedule 2 also provides, if MMDAs will or may be used, (i) that an MMDA Program Withdrawal limit of six per month applies or (ii) that no MMDA Program Withdrawal limit applies.

(e) If you signed a previous version of this Agreement identified as an ICS DPA and became a party to this amended version of the Agreement as a result of having been given notice of amendment, and if the version you provided that MMDAs would or might be used, the following applies:

(i) If the version you signed provided that an MMDA Program Withdrawal limit would apply and we have not informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, in addition to the statement given in Section 4.6(c), “You may use up to six MMDA Program Withdrawals per month.”

(ii) If the version you signed provided that an MMDA Program Withdrawal limit would not apply or we have informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, in addition to the statement given in Section 4.6(c), “No MMDA Program Withdrawal limit applies.”

(f) If a Program Withdrawal limit applies and you exceed the six permitted Program Withdrawals from MMDAs in a month:

(i) We may (A) transfer all the remaining funds in the MMDAs to the Root Account associated with the Custodial Account for the MMDAs or (B), if you also have a Custodial Account for DDA deposits, transfer all the remaining funds in the MMDAs to the Custodial Account for DDA deposits.

(ii) In subsequent months we may effect either such transfer at the time of your sixth Program Withdrawal.

(g) If you exceed the six permitted Program Withdrawals from MMDAs in multiple months, we may also make the Custodial Account for the MMDAs ineligible for Program Deposits.

5. Placement Feature

5.1. Reciprocal and One-Way

(a) If we are an FDIC-insured depository institution, we are eligible to use a feature of the DDA-MMDA Option in which, when we place deposits, we receive matching deposits placed by other participating institutions in the DDA-MMDA Option and may pay a fee to IntraFi ("*Reciprocal Feature*").

(b) Whether or not we are eligible to use the Reciprocal Feature, we are eligible to use a feature of the DDA-MMDA Option in which, when we place deposits, we do not receive matching deposits, but we and IntraFi may receive fees from Destination Institutions ("*One-Way Feature*").

(c) Section 2 of Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

(d) If you signed a previous version of this Agreement identified as an ICS DPA and became a party to this amended version of the Agreement as a result of having been given notice of amendment, the following applies:

(i) Section 2 of Schedule 2 is deemed to provide that we may use either the Reciprocal Feature or the One-Way Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we might use either ICS Reciprocal or ICS One-Way was checked.

(ii) Section 2 of Schedule 2 is deemed to provide that we will use only the Reciprocal Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we would use only ICS Reciprocal was checked.

(iii) Section 2 of Schedule 2 is deemed to provide that we will use only the One-Way Feature if Schedule 4 to the version that you signed contained no check boxes regarding the use of ICS Reciprocal or ICS One-Way.

5.2. Placement Feature and Rate

(a) Interest on the Deposit Accounts will be earned at the specified Interest Rate regardless of whether the Reciprocal Feature or the One-Way Feature is used.

(b) When the Reciprocal Feature is used, the fee paid to IntraFi may affect rate determination. When the One-Way Feature is used, fees paid by Destination Institutions, or cost-of-funds rates for Destination Institutions, may affect rate determination.

(c) If we are eligible to use the Reciprocal Feature, and you authorize us to use either the Reciprocal Feature or the One-Way Feature, we may use a feature with greater benefits to you, to us, or both.

5.3. Placement Requirements

(a) Under the laws of some states, governmental units may submit deposits for placement through a deposit placement network only if the placing institution is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.

(b) If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.

6. Daily Allocation and Depositor Control

6.1. Daily Allocation; Review and Consent

(a) The DDA-MMDA Option process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts that they have placed for their own customers and possible limits on the amounts that an institution is authorized to place or a Destination Institution has agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) The set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect the Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

6.2. Destination Institution Exclusions

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive deposits we place for you through the DDA-MMDA Option (“*Exclusions List*”).

(b) We may ask you to provide your initial Exclusions List by entering exclusions in Section 3(c) of Schedule 2 or by giving us notice of your Exclusions List in another manner we specify.

(c) If you signed a previous version of this Agreement identified as an ICS DPA and became a party to this amended version of the Agreement as a result of having been given notice of amendment, your Exclusions List will include any depository institutions you included in your List of Exclusions in the ICS DPA unless you have subsequently removed them.

(d) An Exclusions List will be effective within one Business Day after the first Business Day on which we have received the Exclusions List from you.

(e) You may add to or subtract from your Exclusions List by giving us notice in a manner we specify. If you add an exclusion in this manner, the new exclusion will be effective within one Business Day after the first Business Day on which we have received the notice from you.

6.3. Depositor Control Panel

(a) IntraFi will assist us in providing the DCP. The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP, and the knowledge and experience to use an online tool for DCP functionality. In addition, you acknowledge that you

must obtain and maintain all equipment and services necessary for access to the DCP.

(c) To access the DCP, you will be required to enter your login credentials. Your initial user name will be the account number for the Root Account or such other user name as we specify. Your initial password will be the last four characters of the Depositor Identifier entered for the sole or primary Depositor on the signature page of this Agreement.

(d) You will also be required to enter the email address you have provided to us. We will separately advise you of any additional steps required of you by security controls.

6.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts after that day's DDA-MMDA Option Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last DDA-MMDA Option Settlement, plus any Program Deposit that will occur at the day's DDA-MMDA Option Settlement, minus any Program Withdrawal that will occur at the day's DDA-MMDA Option Settlement. The allocation may provide that previously-deposited funds will be removed from a Destination Institution and deposited in another Destination Institution.

(b) After the provisional allocation occurs on a Business Day, but before allocation becomes final at DDA-MMDA Option Settlement, Depositor Placement Review (“*DPR*”) will occur through the DCP. Even if a Destination Institution is not on your Exclusions List, the final allocation that day will not allocate your funds to the Destination Institution if you reject it during DPR through the DCP. Your rejection of a Destination Institution will be effective only if you submit it before DPR ends.

(c) The DPR period each Business Day will be as follows: 3:00 PM to 3:15 PM Eastern time. Daylight Saving Time applies when nationally in effect. We may change the DPR period by posting notice on the DCP in advance of the change.

(d) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at DDA-MMDA Option Settlement later that day (“*Proposed Placement List*”), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review

the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the allocation and your funds will be allocated in accordance with the list.

(e) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated ("*Alternate Placement List*"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(f) If the provisional allocation on a Business Day would result in funds of yours currently at a Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Root Account.

(g) A Destination Institution that you reject in DPR will also be added to your Exclusions List, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(h) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions and rejections of Destination Institutions may increase the chance that funds will not be allocated. If funds not yet transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Root Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Root Account.

7. FDIC Insurance Considerations

7.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at www.fdic.gov or by contacting the FDIC by letter, email, or telephone.

(b) All of your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for the SMDIA. You should add to your Exclusions List any depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(c) You are responsible for determining whether deposits we place for you are maintained in separate insurable capacities. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not establish a separate insurable capacity.

(d) We will use the Depositor Identifier to identify you, and we will place deposits for you on the understanding that you are not submitting deposits for placement under more than one Depositor Identifier in the same insurable capacity.

(e) The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance.

(f) Records that we maintain, or that BNY Mellon maintains for us, reflecting ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information so that there will be accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.

7.2. Responsibility to Monitor Deposits; Available Information

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) You can obtain publicly available financial information on Destination Institutions from the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

7.3. Uninsured Deposits

(a) Although we will not place a deposit for you through the DDA-MMDA Option at any one Destination Institution in an amount that exceeds the SMDIA, a deposit that we place for you will not be eligible for FDIC insurance coverage at a Destination Institution before it becomes a deposit at the Destination Institution or after it is withdrawn from the Destination Institution.

(i) If we are an FDIC-insured depository institution and the Root Account is eligible for FDIC insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the SMDIA of \$250,000.

(ii) If we are a credit union the share accounts of which are insured by the National Credit Union Administration (“NCUA”) and the Root Account is a share account with us that is eligible for NCUA insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the NCUA standard maximum share insurance amount of \$250,000.

(iii) If we are not an FDIC-insured depository institution or the Root Account is not eligible for FDIC insurance coverage, a deposit in the Root Account will not be FDIC-insured. If we are not an NCUA-insured credit union or the Root Account is not eligible for NCUA insurance coverage, a deposit in the Root Account will not be NCUA-insured.

(b) If you cannot accept the risk of having a deposit with us that is not fully insured, you will be responsible for making arrangements with us, if we offer them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or

otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.

(c) If you cannot accept the risk of having a deposit with us that is not fully insured, and we do not offer arrangements of the kind described in Section 7.3(b) or we offer them but you do not make such arrangements with us, you should not submit deposits for placement through the DDA-MMDA Option.

7.4. Deposit Insurance Payments

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit “as soon as possible,” either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which we place deposits for you is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account at a Destination Institution after it closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.

8. Additional Considerations

8.1. Compare Rates

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement through the DDA-MMDA Option.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

8.2. Allocation Considerations

(a) The DDA-MMDA Option allocation process is subject to applicable law and may be affected by our objectives, IntraFi's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in the DDA-MMDA Option service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, including compensatory payments that reflect the difference between an interest rate for deposits placed by an institution and a rate at which the receiving institution would otherwise pay interest.

8.3. Mutual Institution Rights

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward

such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, or if you wish to attend or vote at any meeting of the depositor members of the mutual institution or receive subscription rights, you must, before the applicable record date (a date that is usually at least one year before the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2.

9. Other Provisions

9.1. Release and Use of Identifying Information

(a) We may provide information that identifies you ("*Identifying Information*"), including your name, your TIN or other Depositor Identifier, and information on your deposits, to a party that provides services in connection with the DDA-MMDA Option ("*Service Provider*"), including IntraFi and BNY Mellon. A Service Provider may use Identifying Information in providing services in connection with the DDA-MMDA Option.

(b) We or a Service Provider may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(c) Except as provided in Section 9.1(a) or Section 9.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY Mellon.

(d) IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding aggregated activity of the DDA-MMDA Option depositors, as long as it does not individually identify you.

9.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service ("IRS"), and furnish to you, IRS Form 1099-INT or its equivalent,

or IRS Form 1042-S or its equivalent, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by applicable law to collect such backup withholding, we will collect it and pay it to the IRS.

9.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place deposits for you through the DDA-MMDA Option at a Destination Institution that is the subject of a then-effective exclusion on your Exclusions List, at a Destination Institution that is the subject of a then-effective rejection by you, or at a Destination Institution under one Depositor Identifier in an amount that exceeds the SMDIA.

(b) If all or part of your deposit at a Destination Institution is uninsured because of our failure to comply with the requirements set forth in Section 9.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 9.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY MELLON BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT,

PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

9.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through the DDA-MMDA Option and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 9.4(a) will not affect the validity of any addenda into which we have entered with you.

(b) Schedule 1 and Schedule 2 are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment or, if no effective date is specified in the amendment, the date that is fourteen (14) days after we give you written notice of the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 9.4 will survive termination.

(d) Except as provided in Section 2.2(d), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope, meaning, or intent of this Agreement or any clause in it. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial

orders, whether federal, state, or local. The words “include,” “includes,” and “including” do not imply exclusion.

(f) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable

against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

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Formerly
CDARS[®] and ICS[®]
deposit products

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: _____

Signature: _____

Name and title of authorized signatory:

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor: _____

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

(Add signature lines as needed.)

Schedule 1 to IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement

Program Deposits and Program Withdrawals

This **Schedule 1** is part of the IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement (“*Agreement*”). Terms not defined in this Schedule 1 have the meanings, if any, assigned elsewhere in the Agreement.

1. Specified Terms

The Same-Day Deposit Cutoff Time is as follows:

AM PM Eastern Central Mountain Pacific
 (insert time) (check AM or PM) (check time zone)

Daylight Saving Time applies when nationally in effect unless checked here ☐

2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a Regular Program Deposit request by you that we receive and accept. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at DDA-MMDA Option Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at DDA-MMDA Option Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Root Account and credit a holding account before the transfer of funds to the Deposit Accounts occurs at DDA-MMDA Option Settlement.

3. Program Withdrawals

(a) The Triggering Event for a Regular Program Withdrawal is a Regular Program Withdrawal request by you that we receive and accept. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount from the Deposit Accounts at DDA-MMDA Option Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Withdrawal is a Same-Day Program Withdrawal request by you that we receive and accept before the Same-Day Withdrawal Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount from your Deposit Accounts at ICS Settlement later the same Business Day.

(c) Subject to the terms and conditions of this Agreement, and subject to the rules and cutoff times that otherwise apply to root accounts with us, we may in our discretion advance funds to you in anticipation of a Program Withdrawal to honor your debit transactions in the Root Account so long as the sum of your Root Account balance and your balance in the Deposit Accounts of the applicable type, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We may do so even if the amount of the debit transaction exceeds your Root Account balance. You will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at DDA-MMDA Option Settlement.

(d) If a Triggering Event for a Program Withdrawal occurs, we may credit the Root Account and debit a holding account before the transfer of funds from the Deposit Accounts occurs at DDA-MMDA Option Settlement.

Schedule 2 to IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement

Account Type, Placement Feature, and Exclusions

This **Schedule 2** is part of the IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement ("*Agreement*"). Terms not defined in this Schedule 2 have the meanings, if any, assigned elsewhere in the Agreement.

1. Account Type

☐

We will place deposits for you in DDAs.

☐

We will place deposits for you in MMDAs.

☐

We may place deposits for you in DDAs or in MMDAs.

☐

You may use up to six MMDA Program Withdrawals per month.

☐

No per-month MMDA Program Withdrawal limit applies.

→

(Check one above.)

(If MMDAs will or may be used, check one above.)

2. Placement Feature

☐

We may use the Reciprocal Feature, the One-Way Feature, or both in placing deposits for you.

☐

We will use only the Reciprocal Feature in placing deposits for you.

☐

We will use only the One-Way Feature in placing deposits for you.

(Check one above.)

3. Exclusions

(a) You may place depository institutions on your Exclusions List by identifying them in the list below, unless we specify another means by which you will provide your Exclusions List.

(b) The Exclusions List should include the city and state of the depository institution's main office (rather than the city and state of a branch location). The Exclusions List may also include the institution's FDIC certificate number or transit routing number. If you do not list any exclusions enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions).

(c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number

(Add lines if necessary.)

Signature of sole or primary Depositor

Custodial Agreement

You, the undersigned, enter into this Custodial Agreement (“*Agreement*”) with the following financial institution (“*we*” or “*us*”):

1. Pursuant to this Agreement, you authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established pursuant to the IntraFi Network Deposits CD Deposit Placement Agreement, the IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement, or a predecessor agreement (“*Deposit Accounts*”) for funds of yours placed as deposits through the IntraFiSM Network DepositsSM CD Option (“*CD Option*”), formerly known as CDARS®, or the IntraFi Network Deposits DDA-MMDA Option (“*DDA-MMDA Option*”), formerly known as ICS®, and all your security entitlements and other related interests and assets with respect to the Deposit Accounts (“*Related Entitlements*”). The custodial account in which we will hold the Deposit Accounts and Related Entitlements (“*Custodial Account*”) comprises all the CD Option and DDA-MMDA Option custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Deposit Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CDs and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code in applicable state law (“*UCC*”), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will be a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity

(Add lines if necessary.)

The remainder of this page is intentionally left blank.

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this Custodial Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: _____

Signature: _____

Name and title of authorized signatory:

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor: _____

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

(Add signature lines as needed.)



EXECUTIVE SUMMARY
01/06/2022

AGENDA SUBJECT:

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.

BACKGROUND:

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

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

APPLICANT/AGENT:

Leander Platinum Jubilee Investment Group, LLC

PRESENTER:

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

Attachments

1. Development Agreement
2. Location Exhibit

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE LEANDER PLATINUM DEVELOPMENT**

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

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 4.372 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for Commercial Development (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

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

Section 3. Development Standards.

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

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

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

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

Section 6. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party

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

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

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

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

Section 10. Force Majeure.

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

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

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

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Developer shall be addressed:

Leander Platinum Jubilee Investments Group, LLC
Aly Hussaini
~~3604 Balcones Drive~~ 1101 W. 34th Street # 317
Austin, TX ~~78731~~ 78705
Travis County

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

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

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining

provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

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

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

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

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

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

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

Section 21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

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

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

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

Exhibit A – Property Description & Sketch

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

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: Dara Crabtree

Title: City Secretary

By: _____

Name: Christine DeLisle

Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

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

(SEAL)

Notary Public, State of Texas

DEVELOPER:

Leander Platinum Jubilee
Investments Group, LLC

By: *Aly Hussaini*
Name: Aly Hussaini
Title: Manager

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 30th day of November, 2021, by Aly Hussaini, Manager of Leander Platinum Jubilee Investments Group, a limited liability company, on behalf of said company.

(SEAL)

Lisa Ann Foret
Notary Public, State of Texas

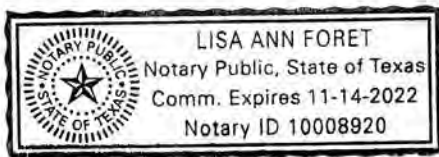
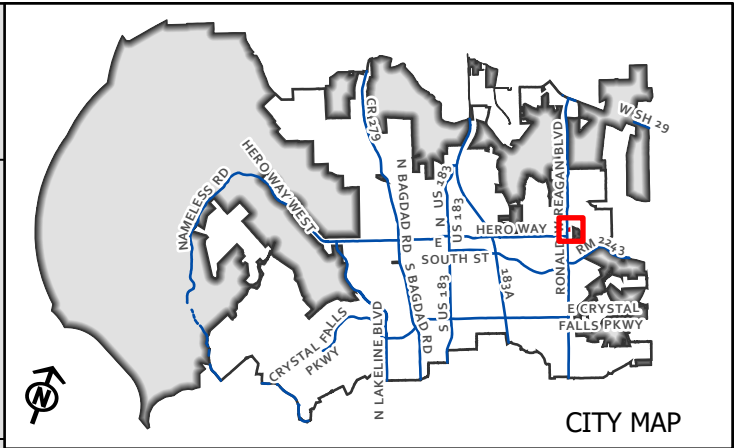
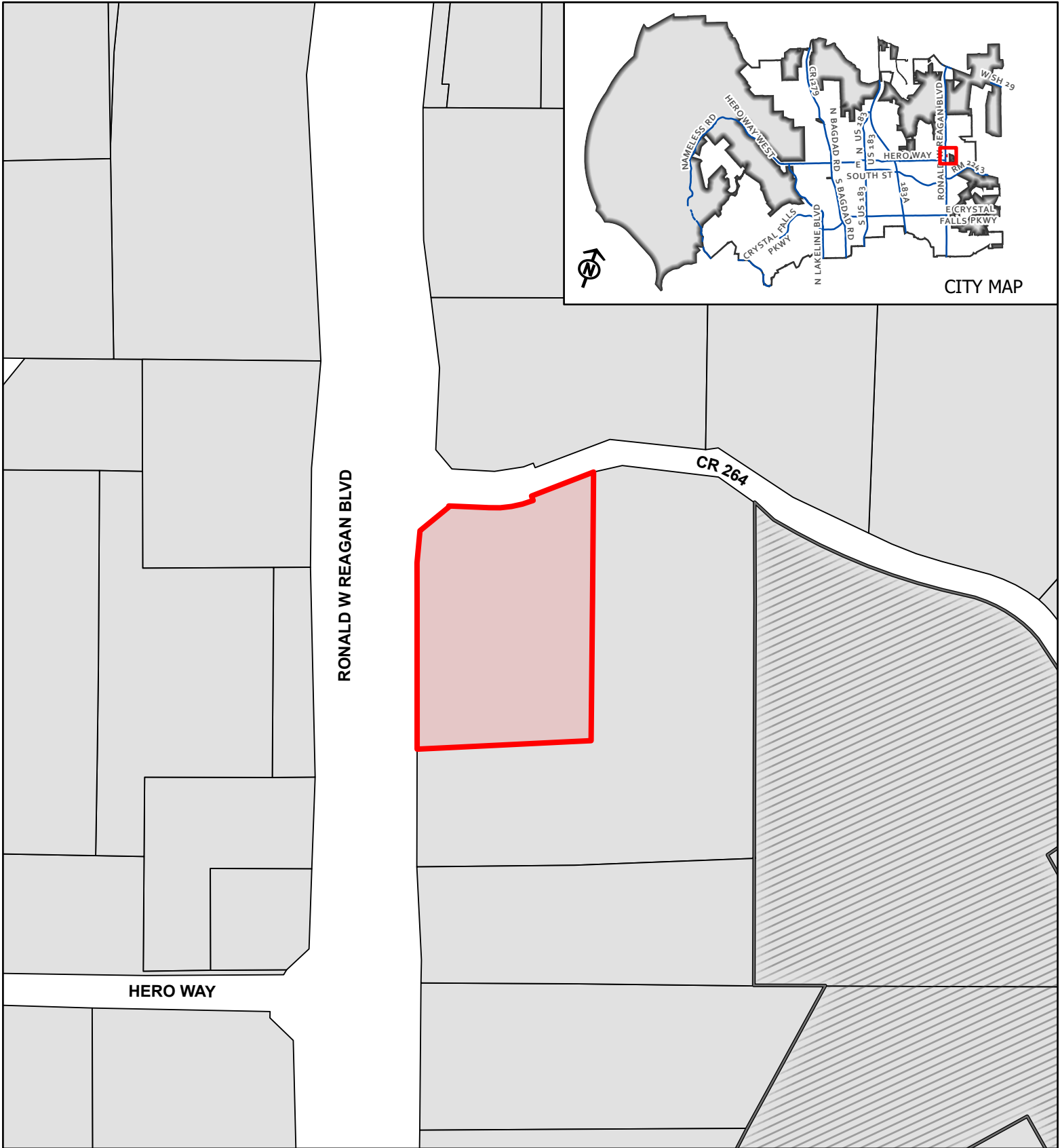


EXHIBIT "A"

Description of Property

All that certain tract of land known as Lot 1 Waldarra Estates, a subdivision of record as filed in Cabinet O, Slides 87 and 88 of the Plat Records of Williamson County, Texas, same being the property proposed for development under City of Leander Project Number 20-SD-26 known as Leander Platinum Site Development Plans located at 17680 Ronald Reagan Blvd., Leander, TX, 78641.



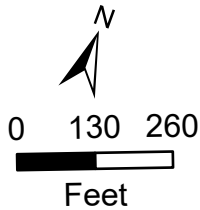
CASE: 21-DA-009

ATTACHMENT #2

Leander Platinum
Development Agreement

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
- Leander ETJ



EXECUTIVE SUMMARY
01/06/2022

AGENDA SUBJECT:

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.

BACKGROUND:

The original Greatwood South Development Agreement was approved on December 3, 2020. The purpose in this request is to assign the agreement to Leander Land Holdings, LLC.

APPLICANT/AGENT:

Malone/Wheeler, Inc (Danny R. Martin, P.E.)

PRESENTER:

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

Attachments

1. Development Agreement Assignment
2. Location Exhibit

ASSIGNMENT AND ASSUMPTION
OF
DEVELOPMENT AGREEMENT FOR GREATWOOD SOUTH DEVELOPMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT FOR GREATWOOD SOUTH DEVELOPMENT (this "Assignment") is executed and delivered on this the ____ day of _____, 2021 (the "Effective Date"), by JL DEVELOPMENT, INC., a Texas corporation ("Assignor"), to and in favor of LEANDER LAND HOLDINGS I LLC, a Texas limited liability company ("Assignee").

- A. The City of Leander, Texas, a Texas home rule municipal corporation (the "City"), and Assignor entered into that certain Development Agreement for Greatwood South Development dated effective December 3, 2020 (the "Agreement"), recorded under Clerk's File No. 2020155732 in the Official Public Records of Williamson County, Texas.
- B. Assignee acquired from Assignor all right, title, and interest in and to that certain 119.932 acre tract located in Williamson County, Texas, being more particularly described on Exhibit "A" of the Agreement (the "Property").
- C. The Agreement provides that Assignor, as "Developer", may assign its rights and obligations under the Agreement to a purchaser of all or part of the Property; provided the City Council of the City must first approve and consent to any such assignment, such consent not to be unreasonably withheld or delayed.
- D. The City Council of the City has approved and consented to this Assignment as evidenced by the City's consent affixed hereto.
- E. Assignor desires to assign all of Assignor's rights in the Agreement, to Assignee, and Assignee desires to acquire and accept the same from Assignor, subject to the terms, conditions and limitations herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignment. Assignor has ASSIGNED, TRANSFERRED AND CONVEYED and by these premises does hereby ASSIGN, TRANSFER AND CONVEY to Assignee all of Assignor's right, title and interest in, to and under the Agreement.

2. Assumption. Assignee, by its acceptance hereof, hereby agrees to all terms and conditions of the Agreement and covenants and agrees to assume and perform, from and after the Effective Date, all duties and obligations to be performed and/or discharged by Assignor under the Agreement.

3. Mutual Indemnity. Assignor hereby agrees to indemnify, defend and hold Assignee harmless for, from and against any and all obligations, responsibilities, duties, liabilities, damages, costs and expenses (including, without limitation, intended and by way of example only, reasonable attorneys' fees, disbursements and amounts paid in settlement of claims) which are the obligation of the "Developer" under the Agreement and/or which arise out of the failure of the Assignor to fulfill its respective obligations under the Agreement, and which have accrued or been incurred prior to the date of this Assignment. Assignee hereby agrees to indemnify, defend and hold Assignor harmless for, from and against any and all obligations, responsibilities, duties, liabilities, damages, costs and expenses (including, without limitation, intended and by way of example only, reasonable attorney's fees, disbursements and amounts paid in settlement of claims) which arise out of the failure of the Assignee to fulfill its respective obligations under the Agreement assumed pursuant to this Assignment, and which have accrued or been incurred on or after the date of this Assignment.

4. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, if any, concerning the subject matter hereof.

5. Binding Effect. All of the terms, provisions, covenants and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

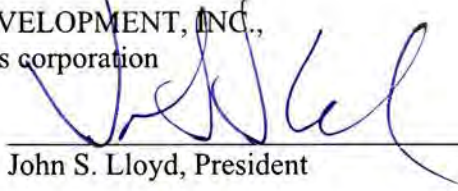
6. Headings. The section headings in this Assignment are for convenience only, and shall not control or affect the meaning or construction of any provision of this Assignment.

7. Counterparts; Facsimile Signatures. Facsimile signatures appearing hereon shall be deemed an original, and this Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be a complete executed document for all purposes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

ASSIGNOR:

JL DEVELOPMENT, INC.,
a Texas corporation

By: 

John S. Lloyd, President

Address: 6504 W. COUNTRYARD
AUSTIN TX 78730

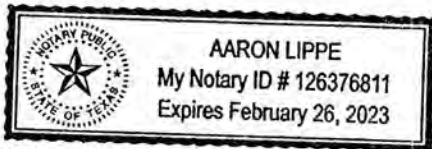
Date: 12/22/21

STATE OF TEXAS

COUNTY OF Travis

§
§
§

This instrument was acknowledged before me on the 22 day of December, 2021, by John S. Lloyd, on behalf of said company.



(SEAL)


NOTARY PUBLIC, State of Texas

ASSIGNEE:

LEANDER LAND HOLDINGS I LLC,
a Texas limited liability company

By: SVAG Investments LLC,
a Texas limited liability company,
its Manager

By: SVAG Asset Management LLC,
a Texas limited liability company,
its Manager

By: [Signature]
Sudharshan Vembutty
Manager

Address: 101 Parklane Blvd, Ste 102
Sugar Land, TX 77478

Date: [Signature] 12/20/2021

STATE OF TEXAS

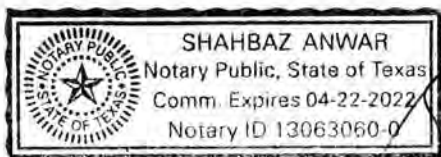
COUNTY OF Fort Bend

§
§
§

This instrument was acknowledged before me on the 20th day of December 2021, by Sudharshan Vembutty, Manager of SVAG Asset Management LLC, the Manager of SVAG Investments LLC, the Manager of LEANDER LAND HOLDINGS I LLC, on behalf of said entity.

[Signature]
NOTARY PUBLIC, State of Texas

(SEAL)



CONSENT:

CITY OF LEANDER, TEXAS,
a Texas home-rule municipal corporation

By: _____
Christine DeLisle, Mayor
City of Leander, Texas

Date: _____

ATTEST:

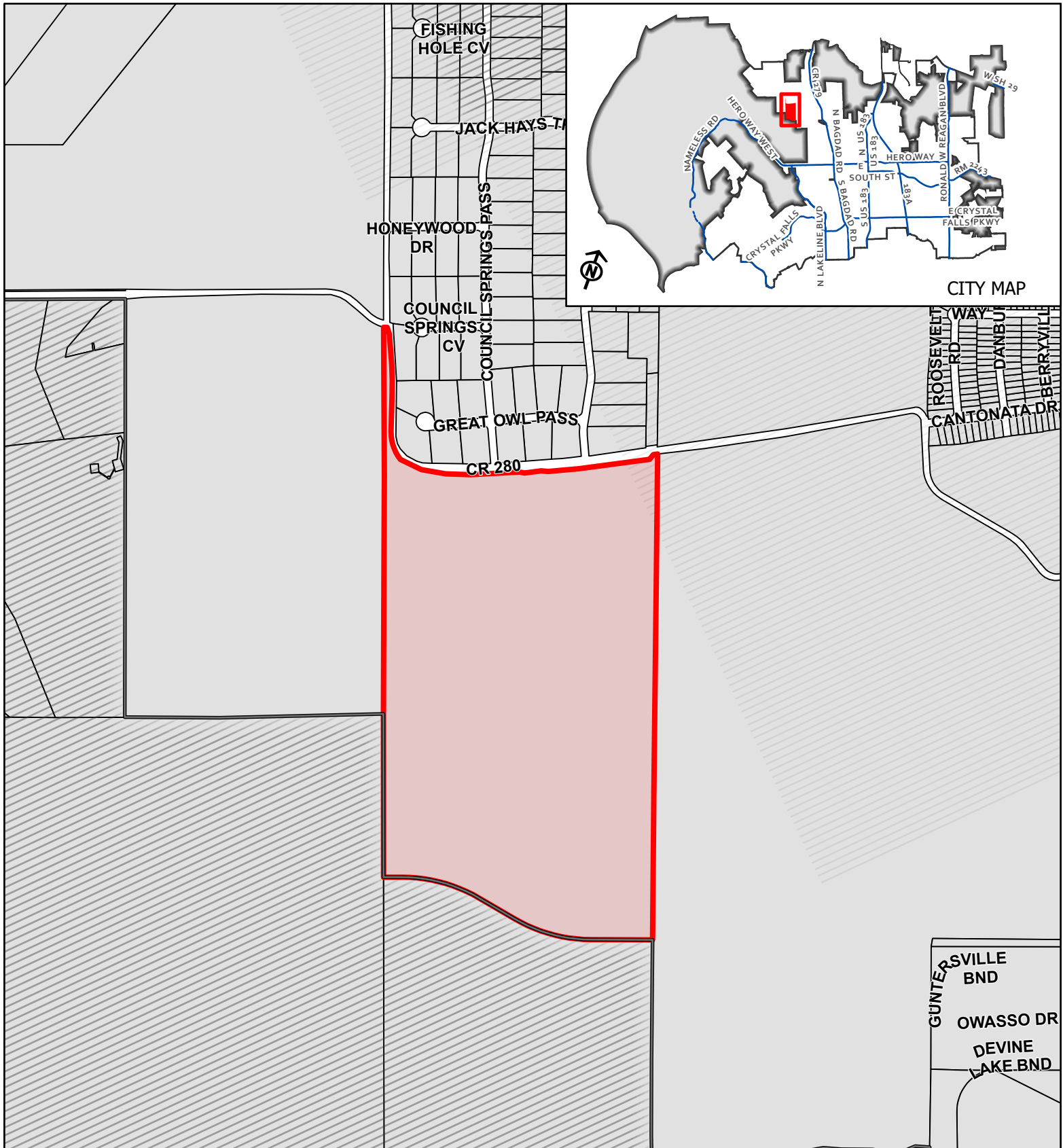
By: _____
Dara Crabtree, City Secretary

[illegible]

This instrument was acknowledged before me on the ____ day of _____, 2022 by Christine DeLisle, as Mayor of the City of Leander, Texas, a Texas municipal corporation, on behalf of said corporation.

NOTARY PUBLIC, State of Texas

(SEAL)



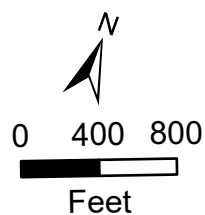
CASE: 20-DA-006

ATTACHMENT #2

Greatwood South
Development Agreement

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
- Leander ETJ



EXECUTIVE SUMMARY
01/06/2022

AGENDA SUBJECT:

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.

BACKGROUND:

Each year the City adopts by ordinance the official map of the City establishing the City limits and ETJ boundary and the process for maintaining the map as the City's boundaries change.

APPLICANT/AGENT:

City of Leander

PRESENTER:

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

Attachments

1. Ordinance
2. City Limits & ETJ

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

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.

WHEREAS, the City of Leander, Texas, a Texas home rule municipality, (herein the “City”) has caused members of City staff to prepare a map indicating the boundaries of the City and the extraterritorial jurisdiction of the City;

WHEREAS, members of City staff have reviewed the official records of the City including duly adopted resolutions, agreements, and ordinances for annexing property into the city limits and the City’s extraterritorial jurisdiction and has presented the City with a map reflecting the official boundaries of the City and the extraterritorial boundaries based upon the official records of the City; and

WHEREAS, the map attached as Exhibit “A”, Leander City Map, hereto and incorporated herein, to this ordinance sets out the true, correct and official boundaries of the City and the City’s extraterritorial jurisdiction.

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. Official Map. The map attached as Exhibit “A”, hereto, marked and labeled Leander City Map, is hereby adopted as the official map of the City. The official map shall be maintained in the office of the City Secretary. A copy of the map shall also be kept in the office of the City Engineer. The map may be amended and corrected from time to time by the City Council. The City limits and extraterritorial jurisdiction indicated upon said map are hereby declared to be the official City limits and extraterritorial jurisdiction for the City of Leander. All property shown on the official map as within the City limits is hereby declared to be within the City limits of the City of Leander. All property shown on the official map as within the City’s extraterritorial jurisdiction is hereby declared to be within the extraterritorial jurisdiction of the City of Leander. The City Secretary shall record the official map among the records of Williamson County and Travis County.

SECTION 3. Boundary Changes. All boundary changes after the effective date of this ordinance shall be reflected on the official map upon completion of the annexation, extension of extraterritorial jurisdiction, or other change in the boundaries of the City limits and the City’s

extraterritorial jurisdiction. The official map shall be annotated to indicate:

- (a) the date of the boundary change;
- (b) the number of the ordinance or resolution, if any, by which the change was made; and
- (c) a reference to the minutes or ordinances records or resolution records in which the ordinance or resolution is recorded in full.

SECTION 4. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

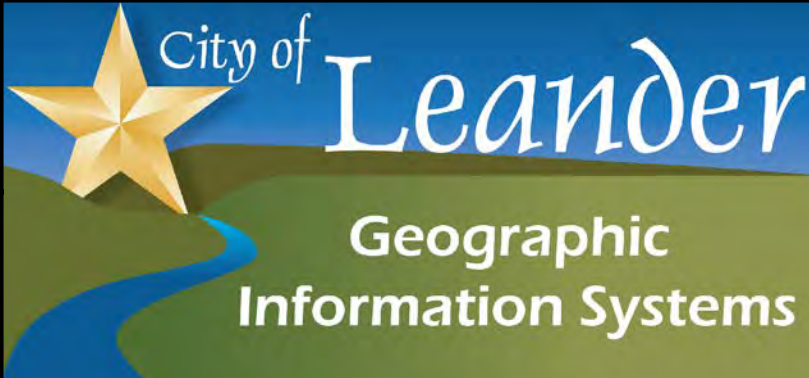
PASSED AND APPROVED on this 6th day of January, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



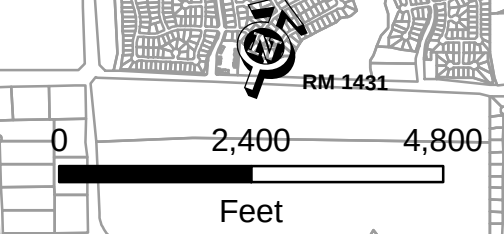
CITY LIMITS AND
EXTRATERRITORIAL
JURISDICITON
December 17, 2021

Approximate Area: 38.34 Square Miles
City Limits: 46.38 Square Miles
E.T.J. outside of City Limits: 84.38 Square Miles
Total City Limits and E.T.J.: 84.72 Square Miles

Annexation or Release	
Document	Date
20-038-00	7/2/2020
20-065-00	10/1/2020
21-034-00	5/6/2021
21-072-00	8/19/2021
21-078-00	9/16/2021
21-082-00	9/16/2021
21-106-00	12/16/2021
21-108.00	12/16/2021

Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data; and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.

- Annexation Status**
- Future Annexation Per Development Agreement
 - Area For Release Per Jonestown Agreement
 - Boundary Agreement Lines
 - County Line
 - City of Leander - City Limits
 - City of Leander - 3-1/2 Mile and Voluntary ETJ



Coordinate System: NAD 83 StatePlane Texas Central FIPS 4208 Feet
Datum: North American 1983
Spheroid: GRS 80
Prime Meridian: 100° 00' 00.0000"
Central Meridian: 100° 00' 00.0000"
Standard Parallel 1: 32° 16' 00.0000"
Standard Parallel 2: 33° 00' 00.0000"
False Easting: 296,000.0000
False Northing: 0.0000



EXECUTIVE SUMMARY
01/06/2022

AGENDA SUBJECT:

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.

BACKGROUND:

Each year the City adopts by ordinance the official zoning map of the City establishing the zoning district boundaries and the process for maintaining the map as the City's zoning district boundaries are amended from time to time.

APPLICANT/AGENT:

City of Leander

PRESENTER:

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

Attachments

1. Ordinance
2. Official Zoning Map

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

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.

WHEREAS, the City of Leander, Texas, a Texas home rule municipality, (herein the “City”) maintains an official zoning map indicating the boundaries of the zoning districts within the City that are approved by the City Council from time to time;

WHEREAS, the City Council wishes to adopt an updated official zoning map that shows all zoning districts in the City that have been approved since the last adoption of an official zoning map; and

WHEREAS, the map attached as Exhibit “A”, City of Leander, Texas Zoning Map, hereto and incorporated herein, to this ordinance sets out the true, correct and official zoning districts and the zoning boundaries for the City;

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

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

SECTION 2. Official Map. The map attached as Exhibit “A”, hereto, marked and labeled City of Leander, Texas, Zoning Map, is hereby adopted as the official zoning map of the City. The official zoning map shall be maintained in the office of the City Secretary. The map may be amended and corrected from time to time by the City Council. The zoning districts and boundaries indicated upon said map are hereby declared to be the official zoning districts and zoning boundaries for the City of Leander. All properties shown on the official zoning map as within a zoning category are hereby declared to be within the zoning district and zoned accordingly to comply with the requirements of the zoning ordinance of the City of Leander. The City Secretary shall keep the official zoning map among the permanent records of the City available for inspection and review during regular business hours.

SECTION 3. Zoning Changes. All zoning changes after the effective date of this ordinance shall be reflected on the official zoning map upon completion of the zoning amendment. The official zoning map shall be annotated to indicate the date of the zoning change.

Section 4. Effective Date. This Ordinance shall be in force and effect from and after its

passage on the date shown below.

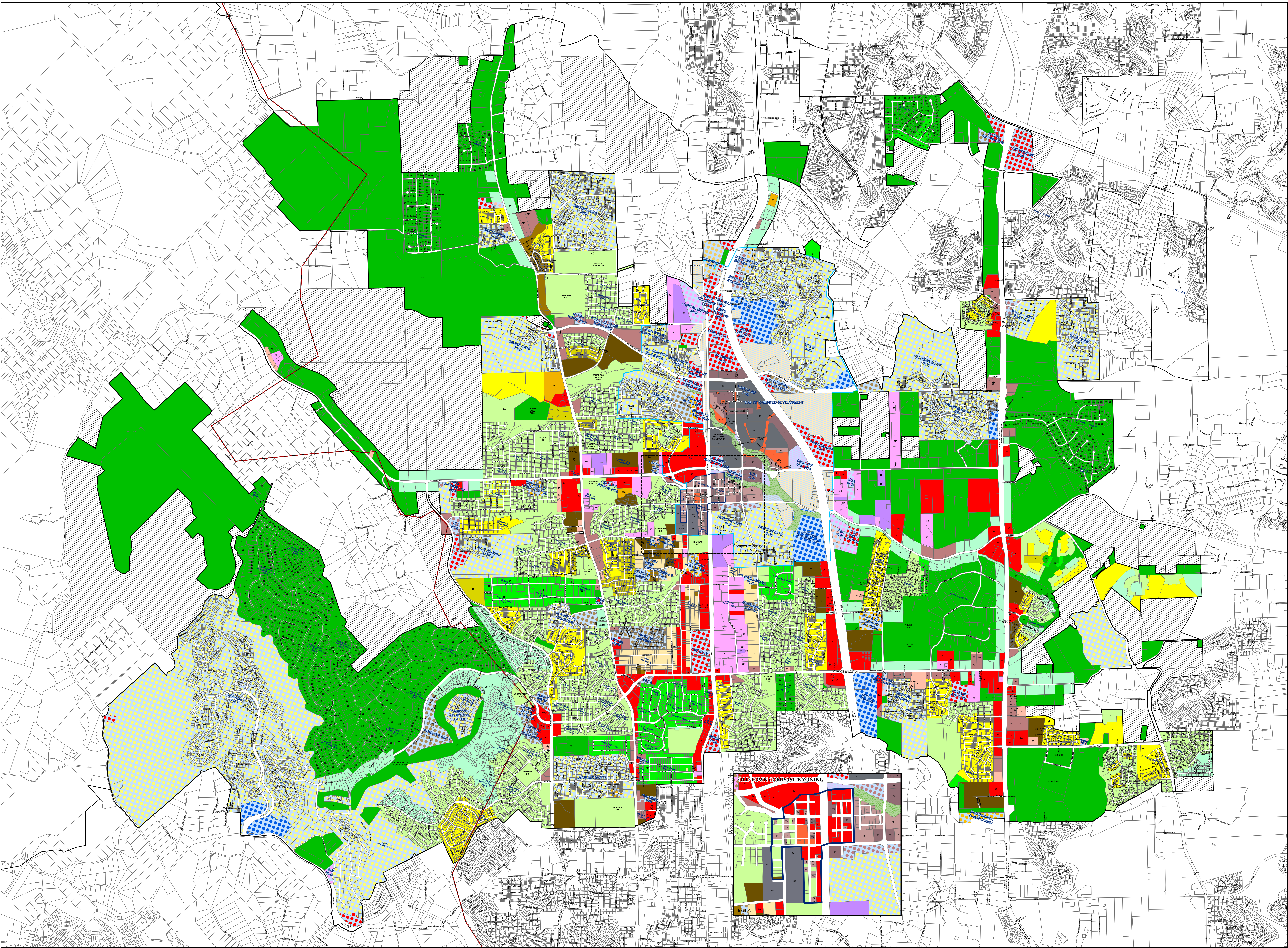
PASSED AND APPROVED on this 6th day of January, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

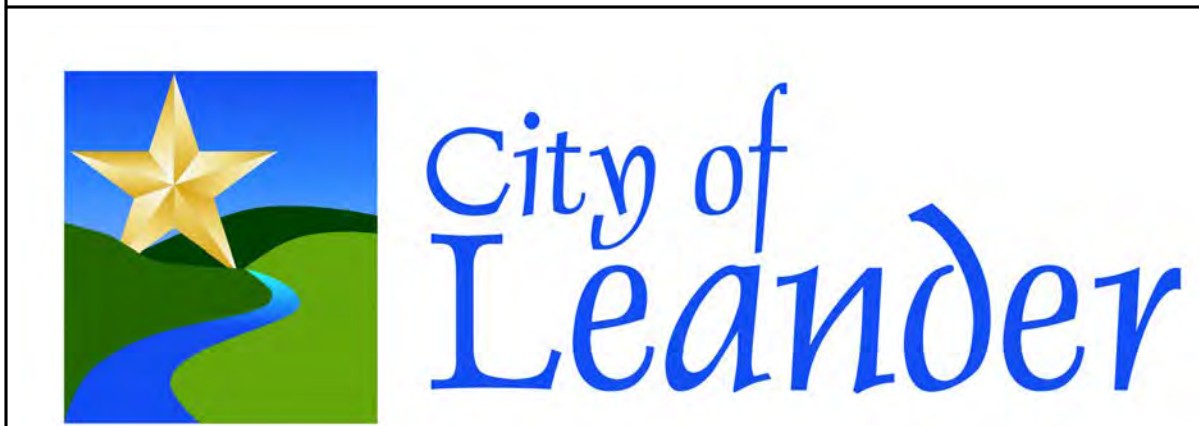
Dara Crabtree, City Secretary

Christine DeLisle, Mayor

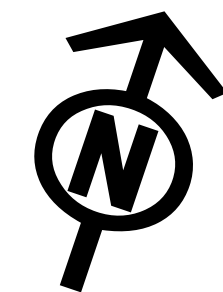
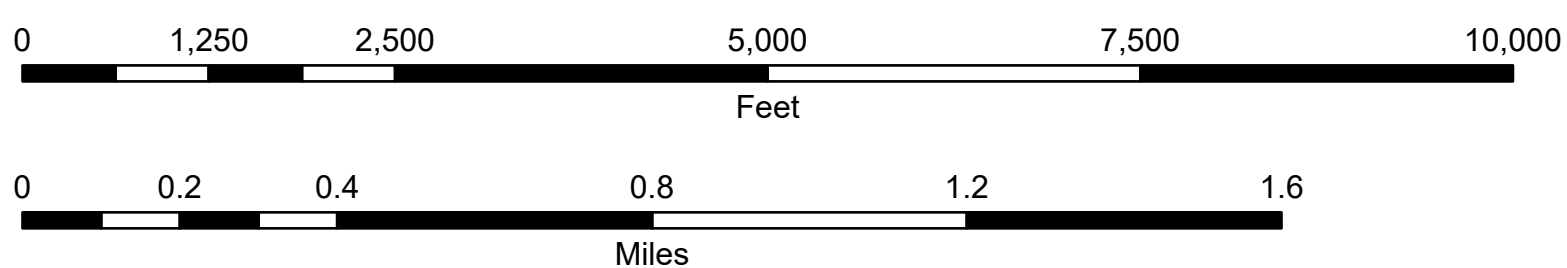


Zoning Map

Effective December 21, 2021



www.leandertx.gov



RESIDENTIAL

- SFR - Single-Family Rural
- SFE - Single-Family Estate
- SFS - Single-Family Suburban
- SFU - Single-Family Urban
- SFU/MH - Single-Family Urban/Manufactured Home
- SFC - Single-Family Compact
- SFL - Single-Family Limited
- CH - Cottage Housing
- SFT - Single-Family Townhouse
- TH - Tiny House
- TF - Two Family

RETAIL / COMMERCIAL

- NR - Neighborhood Residential
- MF - Multi-Family
- CH - Cottage Housing
- LO - Local Office
- LC - Local Commercial
- GC - General Commercial
- HC - Heavy Commercial
- HI - Heavy Industrial

INDUSTRIAL

PUD LAND USE

- PUD - Single-Family
- PUD-CH
- PUD - Townhomes
- PUD - Multi-Family
- PUD - Mixed Use
- PUD - Local Office
- PUD - Local Commercial
- PUD - General Commercial
- PUD - Heavy Commercial

SECTORS

- OS - Open Space

CD - Conventional Sector

- S1 - General Sector
- S2 - Station Sector

TRANSECTS

- Civic Building
- T4 - General Urban
- T5 - Urban Center
- T6 - Urban Core
- SD - Special District

Annexation

- Future Annexation Per DA

If the Site and Architecture Components are not specifically listed on the zoning map, the following apply:

SFR-1-B	SFU-2-B	SFL-2-B	TH-2-B	MF-2-B	GC-3-C	SFR-2-B
SFE-2-B	SFU/MH-2-B	CH-2-B	TF-2-B	LO-2-B	HC-4-D	SFU-2-A
SFS-2-B	SFC-2-B	SFT-2-B	NR-2-B	LC-2-B	HI-5-D	SFC-2-A

NOTE: Except for SFR districts, all single-family and two-family existing lots and future lots on land that is currently within single-family or two-family zoning districts that back up to a major arterial roadway or tollway, have a Type A Architectural Component.

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.



EXECUTIVE SUMMARY
01/06/2022

AGENDA SUBJECT:

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.

BACKGROUND:

This request is for an extension of the expiration date of the Lost Woods Preserve Phase 3 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:

09/22/2020 - Construction Plan Application Submitted

07/23/2021 - Construction Plan Application Expired, Staff Extension Granted

01/23/2022 - Construction Plan Application Staff Extension Expired

APPLICANT/AGENT:

Randall Jones & Associates Engineering, LLC

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 July 23, 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. Extension Request Letter

2. Location Exhibit

3. Ordinance



RANDALL JONES & ASSOCIATES ENGINEERING, LLC

2900 JAZZ STREET • ROUND ROCK, TEXAS 78664

December 15, 2021

Robin Griffin
City of Leander
201 N. Brushy St.
Leander, TX 78641

RE: Lost Woods Preserve Phase 3 (20-PICP-029) – Construction Plan Application Extension Request
RJE Job# 2851

Dear Ms. Griffin,

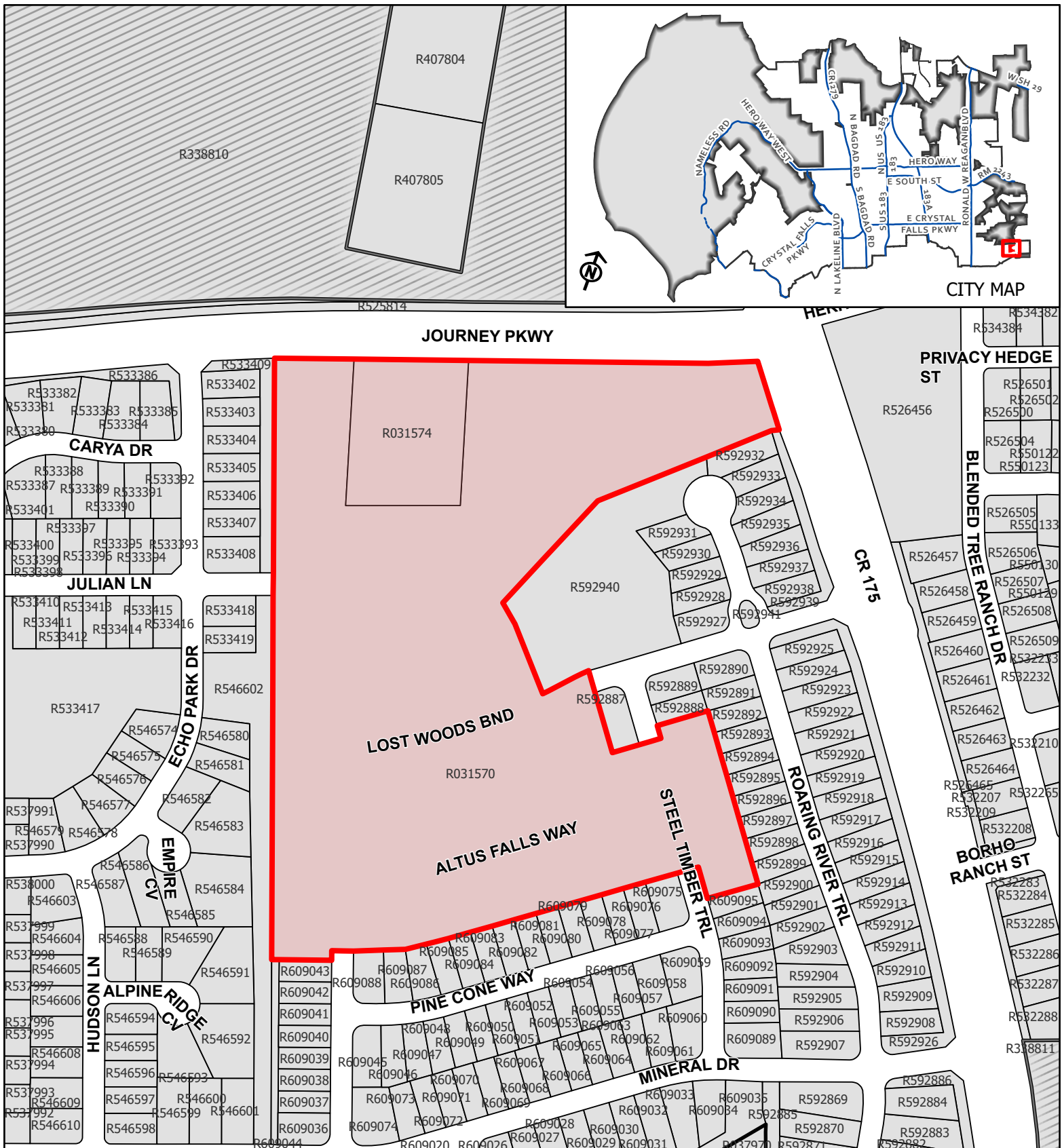
The original construction plan application for the referenced project expired 07/23/21. An initial six-month extension was requested in November 2021 and subsequently approved. The granted extension will expire 01/23/22. It is our understanding that an additional extension can be requested, which will go before City Council. Therefore, please accept our request, on behalf of the owner, for an additional six-month extension on the construction plan application for the above referenced project. This office has submitted multiple updates in an attempt to clear comments, and will continue to do so, as necessary. The most recent construction plan comments were received 12/01/21, and it is our intention to submit an update/comments response 12/28/21. Thank you for your consideration in this matter. Please do not hesitate to contact this office if you have any questions or comments.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Robert S. Hulbert', is written over a light blue horizontal line.

Robert S. Hulbert, P.E.

T: cpxt2



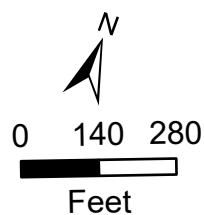
CASE: 20-PICP-029

ATTACHMENT #2

Lost Woods Preserve
Ph 3

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
- Leander 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 LOST
WOODS PRESERVE PHASE 3 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 Lost Woods Preserve Phase 3 construction plan application (the "Construction Plans Application") which expired on or about July 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 July 23, 2022. In the event that the Construction Plans Application is not approved by the City Staff on or before July 23, 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 6th of January, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
01/06/2022

AGENDA SUBJECT:

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.

BACKGROUND:

The original Devine Lake Development Agreement was approved July 7, 2016 and later amended on March 19, 2020. The purpose in this request is to assign a portion of the agreement to Lennar Homes since they are developing Phases 3 and 4.

APPLICANT/AGENT:

Robert Kleeman on behalf of Devine Lake Investments, LLC and Sixth Street Capital Investors, LP.

PRESENTER:

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

Attachments

1. Development Agreement Assignment
2. Location Exhibit

ASSIGNMENT AND ASSUMPTION
OF
DEVELOPMENT AGREEMENT FOR GREATWOOD SOUTH DEVELOPMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT FOR GREATWOOD SOUTH DEVELOPMENT (this "Assignment") is executed and delivered on this the ____ day of _____, 2021 (the "Effective Date"), by JL DEVELOPMENT, INC., a Texas corporation ("Assignor"), to and in favor of LEANDER LAND HOLDINGS I LLC, a Texas limited liability company ("Assignee").

- A. The City of Leander, Texas, a Texas home rule municipal corporation (the "City"), and Assignor entered into that certain Development Agreement for Greatwood South Development dated effective December 3, 2020 (the "Agreement"), recorded under Clerk's File No. 2020155732 in the Official Public Records of Williamson County, Texas.
- B. Assignee acquired from Assignor all right, title, and interest in and to that certain 119.932 acre tract located in Williamson County, Texas, being more particularly described on Exhibit "A" of the Agreement (the "Property").
- C. The Agreement provides that Assignor, as "Developer", may assign its rights and obligations under the Agreement to a purchaser of all or part of the Property; provided the City Council of the City must first approve and consent to any such assignment, such consent not to be unreasonably withheld or delayed.
- D. The City Council of the City has approved and consented to this Assignment as evidenced by the City's consent affixed hereto.
- E. Assignor desires to assign all of Assignor's rights in the Agreement, to Assignee, and Assignee desires to acquire and accept the same from Assignor, subject to the terms, conditions and limitations herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignment. Assignor has ASSIGNED, TRANSFERRED AND CONVEYED and by these premises does hereby ASSIGN, TRANSFER AND CONVEY to Assignee all of Assignor's right, title and interest in, to and under the Agreement.

2. Assumption. Assignee, by its acceptance hereof, hereby agrees to all terms and conditions of the Agreement and covenants and agrees to assume and perform, from and after the Effective Date, all duties and obligations to be performed and/or discharged by Assignor under the Agreement.

3. Mutual Indemnity. Assignor hereby agrees to indemnify, defend and hold Assignee harmless for, from and against any and all obligations, responsibilities, duties, liabilities, damages, costs and expenses (including, without limitation, intended and by way of example only, reasonable attorneys' fees, disbursements and amounts paid in settlement of claims) which are the obligation of the "Developer" under the Agreement and/or which arise out of the failure of the Assignor to fulfill its respective obligations under the Agreement, and which have accrued or been incurred prior to the date of this Assignment. Assignee hereby agrees to indemnify, defend and hold Assignor harmless for, from and against any and all obligations, responsibilities, duties, liabilities, damages, costs and expenses (including, without limitation, intended and by way of example only, reasonable attorney's fees, disbursements and amounts paid in settlement of claims) which arise out of the failure of the Assignee to fulfill its respective obligations under the Agreement assumed pursuant to this Assignment, and which have accrued or been incurred on or after the date of this Assignment.

4. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, if any, concerning the subject matter hereof.

5. Binding Effect. All of the terms, provisions, covenants and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

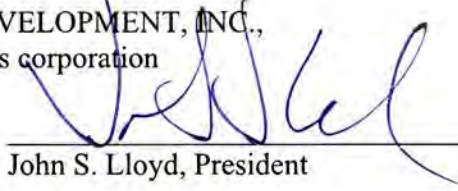
6. Headings. The section headings in this Assignment are for convenience only, and shall not control or affect the meaning or construction of any provision of this Assignment.

7. Counterparts; Facsimile Signatures. Facsimile signatures appearing hereon shall be deemed an original, and this Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be a complete executed document for all purposes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

ASSIGNOR:

JL DEVELOPMENT, INC.,
a Texas corporation

By: 

John S. Lloyd, President

Address:

6504 W. COUNTRYARD
AUSTIN TX 78730

Date:

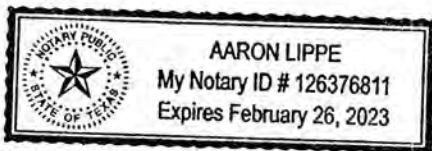
12/22/21

STATE OF TEXAS

COUNTY OF Travis

§
§
§

This instrument was acknowledged before me on the 22 day of December, 2021, by John S. Lloyd, on behalf of said company.



(SEAL)


NOTARY PUBLIC, State of Texas

ASSIGNEE:

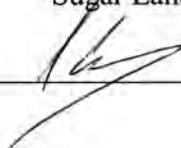
LEANDER LAND HOLDINGS I LLC,
a Texas limited liability company

By: SVAG Investments LLC,
a Texas limited liability company,
its Manager

By: SVAG Asset Management LLC,
a Texas limited liability company,
its Manager

By: 
Sudharshan Vembutty
Manager

Address: 101 Parklane Blvd, Ste 102
Sugar Land, TX 77478

Date:  12/20/2021

STATE OF TEXAS

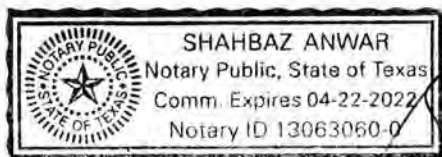
COUNTY OF Fort Bend

§
§
§

This instrument was acknowledged before me on the 20th day of December 2021, by Sudharshan Vembutty, Manager of SVAG Asset Management LLC, the Manager of SVAG Investments LLC, the Manager of LEANDER LAND HOLDINGS I LLC, on behalf of said entity.


NOTARY PUBLIC, State of Texas

(SEAL)



CONSENT:

CITY OF LEANDER, TEXAS,
a Texas home-rule municipal corporation

By: _____
Christine DeLisle, Mayor
City of Leander, Texas

Date: _____

ATTEST:

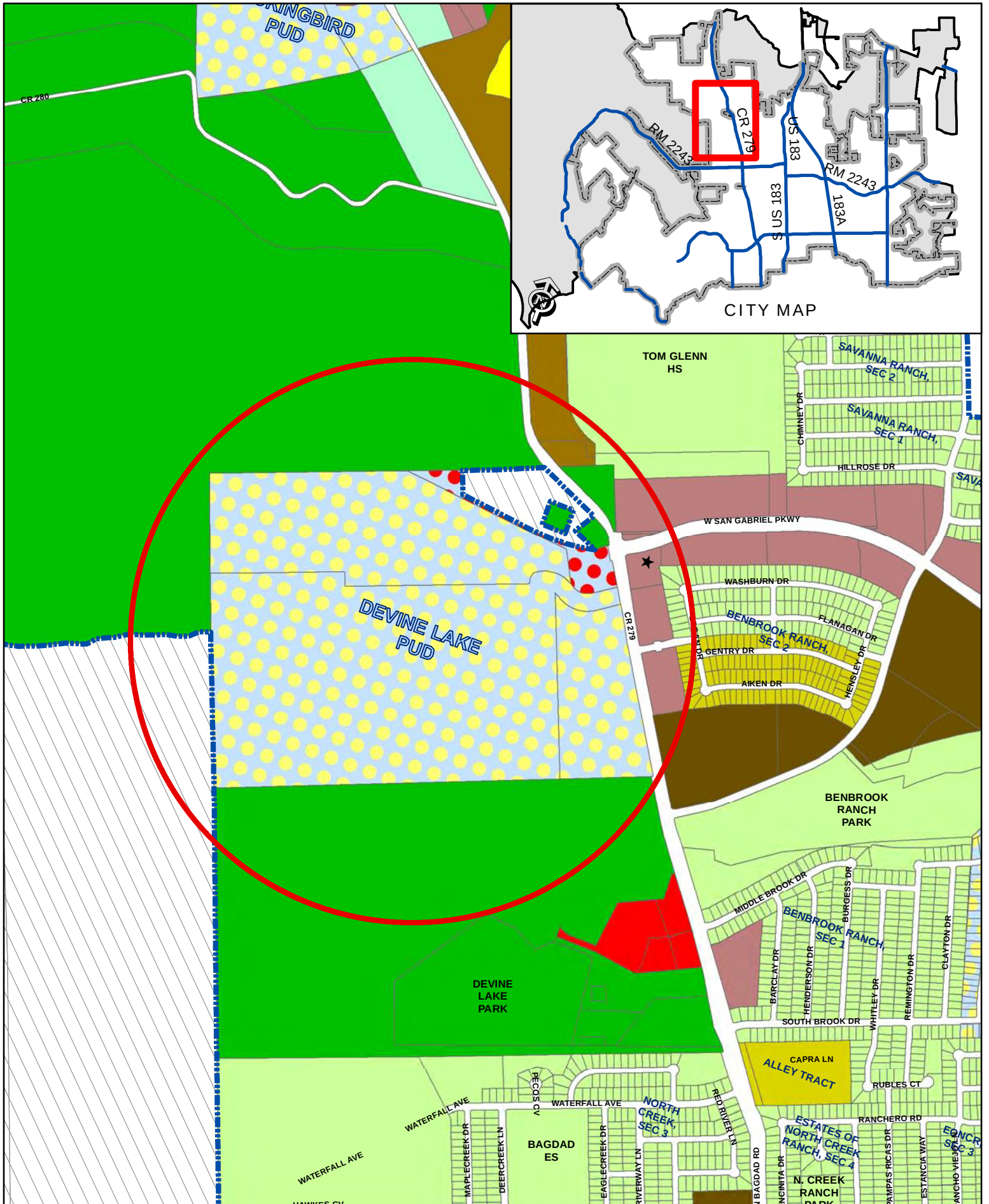
By: _____
Dara Crabtree, City Secretary

STATE OF TEXAS §
COUNTY OF _____ §

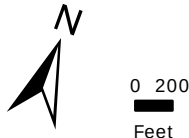
This instrument was acknowledged before me on the ____ day of _____, 2022 by Christine DeLisle, as Mayor of the City of Leander, Texas, a Texas municipal corporation, on behalf of said corporation.

NOTARY PUBLIC, State of Texas

(SEAL)



Devine Lake **Development Agreement**
Location Exhibit





EXECUTIVE SUMMARY
01/06/2022

AGENDA SUBJECT:

Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to 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.

BACKGROUND:

Osburn Contractors is requesting permission for construction activities to begin at 5:00 a.m. and end at 9:00 p.m. from January 10 to February 25 (see attached request form). Osburn Contractors 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.

APPLICANT/AGENT:

Osburn Contractors
Mason Nutt - Project Manager

RECOMMENDATION:

Staff recommends approval for a Variance of the City's Noise Ordinance for construction activities as described in the attached request from Osburn Contractors for the Ronald Reagan Crossing Leander 15 Project.

PRESENTER:

Ross E. Blacketter, P.E. City Engineer

Attachments

1. Noise Variance Application



Engineering Department

Temporary Noise Variance Application

Chapter 8 Offenses and Nuisances – Article 8.04 Noise - **Sec.8.04.001.a11**

(11) The excavation or grading of land, or the erection, construction, demolition or alteration of any building or structure, between the hours of 9:00 p.m. and 7:00 a.m., within six hundred feet (600') of any occupied residential structure, or that generates, produces or results in any noise or sound that may be heard 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 an 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 using concrete pump truck, laser screed, and finishing trowel equipment/machines.

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

concrete pump truck
concrete mixing truck (multiple deliveries)
concrete laser screed machine
concrete riding trowel machines (2 to 3 at one time working)
misc earth moving equipment - backhoe, front end loader, and etc.
**light towers will be used but pointing to direction of work only
(toward ground)**

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.)

Requesting equipment to be moved on site starting at 5:00 AM to set up. Delivery of concrete trucks will begin around 6:00 AM. The process of pouring concrete will not begin until 6:00 AM in an effort to remain somewhat aligned with current working hours for the City of Leander.



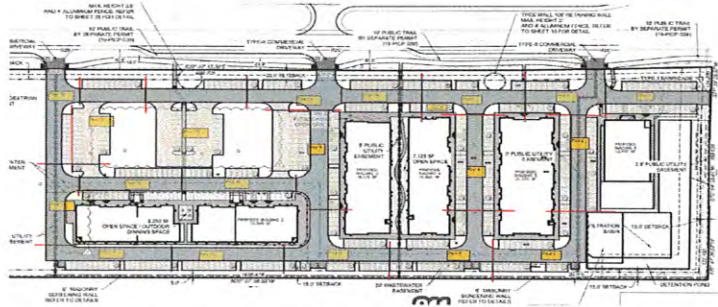
Engineering Department Temporary Noise Variance Application

Project Address: 15233 Ronald Reagan Blvd. OR Location: _____



Description of Work:

Pouring concrete paving / parking
for buildings located at site.



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: Jan 10 2022 Start Time: 5:00 AM

Finish Date: Approx Feb 25th 2022 Finish Time: 9:00 PM on concrete
pouring days (if necessary)

Applicant Information:

Name: Mason Nutt Company Osburn Contractors Position: Project Manager

Address: 455 State Hwy 195 Phone: 737-710-1151 E-mail: mnutt@osburncontractors.com
Ste A, Georgetown Tx
78633

Contractor Information:

Name: Aaron Skinner Company Links Construction (GC) Position: Assistant Project Manager

Address: _____ Phone: 940-783-2318 E-mail: askinner@linksconstruction.com



EXECUTIVE SUMMARY
01/06/2022

AGENDA SUBJECT:

Approval of an Ordinance establishing a 30 mph speed limit on Halsey Drive from the intersection with Bagdad Road to San Gabriel Parkway.

BACKGROUND:

When Halsey Drive, south of San Gabriel Parkway, was constructed in 2005, it was marked with a speed limit of 40 mph. Since that time, the construction of the ball fields and the apartments have greatly increased the traffic on this stretch of roadway, making the unusual speed limit of 40 mph unsafe. The standard speed limit for city streets, as mandated by state statute, is 30 mph. Staff recommends revising the speed limit on Halsey, south of San Gabriel Parkway, to 30 mph.

RECOMMENDATION:

Staff recommends approval of the proposed Ordinance Establishing a 30 mph speed limit on Halsey Drive from the intersection with Bagdad Road to San Gabriel Parkway.

PRESENTER:

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

Fiscal Impact

Amount requested: \$200
Approved in current budget (Yes / No): Yes
Expenditure (New / Amended): New
Recurring or one-time: One-time
Fund source (Operating / Utility / etc.): Operating 01-21-5201

Attachments

1. Speed Limit Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AUTHORIZING AND DIRECTING THE INSTALLATION AND ERECTION OF SPEED CONTROL SIGNS FOR THE ZONING OF TRAFFIC AND RATE OF SPEED THEREON, IN THE CITY LIMITS OF LEANDER; DEFINING SPEEDING AND FIXING A PENALTY THEREFOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

Whereas, the regulation of traffic, motor vehicles and conveyances upon all public streets, roadway and right-of-ways constituting a speed zone within the City limits is essential and necessary to protect and to preserve the public safety of the City of Leander, Texas (the “City”);

Whereas, an Engineer for the City using engineering judgement has found unsafe conditions in the traffic flow and traffic volume resulting in the recommendations for the installation and erection of speed control signs along certain portions of a roadway in the City, and;

Whereas, after review, the City Council has found that the installation and erection of speed control signs along designated stretches of roadway as hereinafter set forth and listed in this Ordinance are reasonable and necessary for the public safety and are supported by sound and accepted public safety and traffic engineering criteria;

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. Speed Zone. The Speed Zone is established and affirmed as follows:

SPEED ZONE: HALSEY DRIVE

FOR NORTHBOUND TRAFFIC

Beginning at the intersection of Halsey Drive and Bagdad Road, continuing north to San Gabriel Parkway, there hereby being established a maximum speed limit of 30 miles per hour.

FOR SOUTHBOUND TRAFFIC

Beginning at San Gabriel Parkway, continuing south to the intersection of Halsey Drive and Bagdad Road, there hereby being established a maximum speed limit of 30 miles per hour.

Section 3. Ratification and Confirmation. The installation, placement, erection of speed control signs as deemed appropriate and the enforcement of the traffic along the roadways set forth herein and as further detailed in Exhibit “A” are hereby confirmed and ratified by the City Council. Each speed control location, Column I listed in Exhibit “A” shall require traffic or motor vehicles operating in the zone indicated in Column II to adhere to such requirements and shall be in effect at all times. Signs will be erected giving notice of the speed limit so declared to be as indicated in Column III unless otherwise changed by any other traffic control device duly placed, such as a school or construction speed zone.

Section 4. Traffic Control Speed Signs. The City Council hereby orders and directs that the traffic Speed Zone signs hereinafter set forth as described above be placed, installed and erected at the locations designated herein and as deemed appropriate, and that such signs and devices be hereafter maintained and enforced by the City. The signs indicate the speed limit in the direction facing the sign and shall require traffic traveling on such section of roadway to observe the maximum speed limit which is in effect at all times unless otherwise changed by another traffic control device.

Section 5. Violation and Penalties. It shall be unlawful for any person to drive or operate a motor vehicle that enters the Speed Zone identified herein without observing the maximum speed limit which shall remain in effect at all times unless changed by another traffic control device duly placed. Further, it shall be unlawful for any person to tamper with, alter, remove, destroy, cover or hinder the visibility, of any traffic device control device erected by this Ordinance in a manner which is inconsistent with its use as a traffic control device. Any person who violates this Ordinance or part thereof shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not less than \$1.00 nor more than \$200.00.

Section 6. Repeal of Conflicting Ordinances. All parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of the most restrictive ordinance shall govern.

Section 7. Effective Date. This Ordinance shall take effect immediately from and after its passage.

Section 8. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 9. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place,

and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on this 6th day of January, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit “A”

**Established Speed Zone
City of Leander, Texas**

Column I	Column II	Column III
Street Location and Direction	Limits of Speed Zone Controlled by sign(s)	Speed Limit
Halsey Drive. (North Bound)	The intersection with Bagdad Road to San Gabriel Parkway	30 MPH
Halsey Drive. (South Bound)	From San Gabriel Parkway to the intersection with Bagdad Road	30 MPH



EXECUTIVE SUMMARY
01/06/2022

AGENDA SUBJECT:

Acceptance of Subdivision Public Infrastructure Improvements for Bar-W West Phase 3.

BACKGROUND:

The subdivision Public infrastructure improvements required for Bar-W West Phase 3 have been installed, inspected, and are satisfactorily completed other than the landscaping items. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2)- year term maintenance bond. The maintenance bond will commence its two (2)- year term, upon City Council acceptance as anticipated, on January 6, 2022 which will provide warranty and maintenance coverage for the public infrastructure improvements through January 6, 2024. The landscaping for this subdivision shall be verified and accepted by the Engineering Department once complete and the maintenance coverage for such shall commence on the day it is satisfactorily completed. 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 Bar-W West Phase 3.

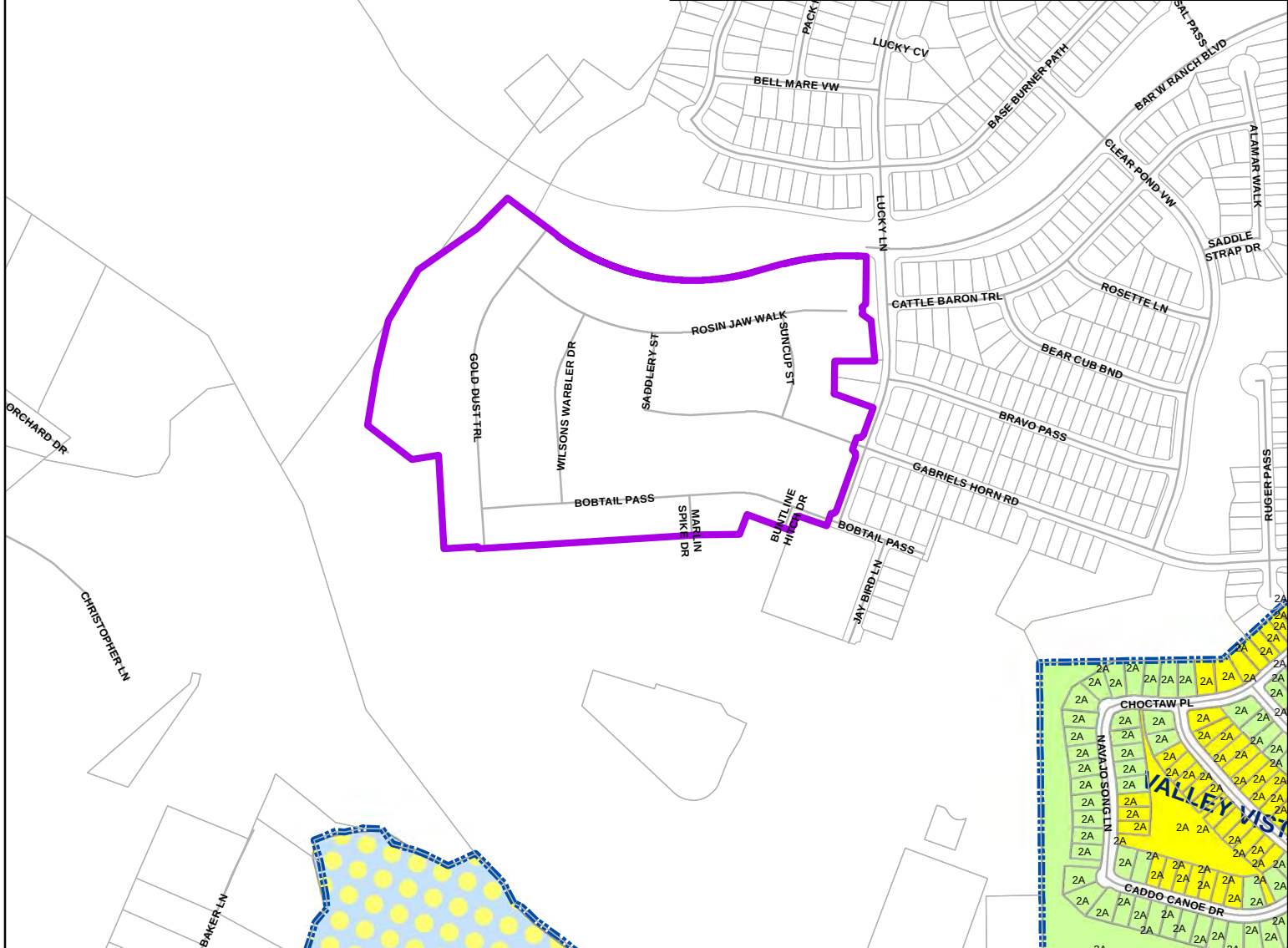
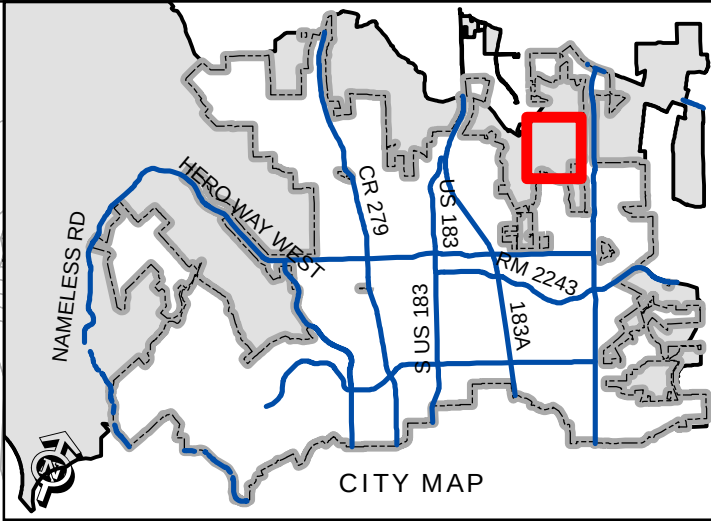
PRESENTER:

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

Attachments

1. Bar W West Ph 3 Acceptance

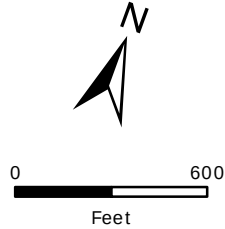
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



SUBDIVISION ACCEPTANCE

Location Map - Bar W Ranch West Phase 3

- Acceptance Area
- City Limits
- SFU - Single-Family Urban
- SFC - Single-Family Compact
- PUD - Single-Family





October 27, 2021

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

RE: Bar W Ranch West Phase 3 Concurrence Letter

Dear City of Leander,

On this day, September 27, 2021, I, the undersigned Professional Engineer in the state of Texas, or my representative, made a final visual inspection of the above referenced project. No discrepancies in the approved construction plans or deficiencies in construction were visible or brought to my attention by the inspecting authority expect those listed below. I, therefore, certify that all improvements are constructed in substantial compliance with approved construction plans and specifications.

Sincerely,
BGE, Inc.

A handwritten signature in blue ink, appearing to read "Colby Harris", written over the printed name.

Colby Harris, P.E.
Project Manager

cc: Robin M. Griffin, City of Leander
Ryan Gray, D.R. Horton
Leander MUD No. 1





November 1, 2021

Jason Swindler
D.R. Horton
10700 Pecan Park Blvd. Suite 400
Austin, Texas 78750

Re: TAS Re-Inspection – Bar W Ranch West Phase 3

Dear Jason:

This report presents the findings of the on-site re-inspection for the Bar W Ranch West Phase 3 Project for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. A re-inspection of the site was conducted on October 29, 2021, which included the review of the pedestrian elements within the subdivision, including but not limited to sidewalks, curb ramps and associated crosswalks.

All of the pedestrian elements were found to be in compliance with the Texas Accessibility Standards. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Arturo Pinero". The signature is stylized with a large, looped initial "A" and a long, sweeping horizontal stroke at the end.

Arturo Pinero, RAS #1551

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Liberty Civil Construction, LLC
as Principal, whose address is 2937 Hero Way, Leander, TX 78641 and
North American Specialty Insurance Company a Corporation organized under the
laws of the State of New Hampshire, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Three Hundred Seventy-eight Thousand Seven Hundred Thirty-eight And 93/100
(\$ \$378,738.93) to which payment will and truly to be made we do bind ourselves, our and each
of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by
these presents.

WHEREAS, the said Principal has constructed Bar W Ranch West Phase 3 Public Improvements Construction Plan - 20-PICP-014
(the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby
expressly made a part hereof as though the same were written and embodied herein;

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

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

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

subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 7th day of September, 2021.

Liberty Civil Construction, LLC

Principal

By: 

Title: Michael Ehrhardt, President

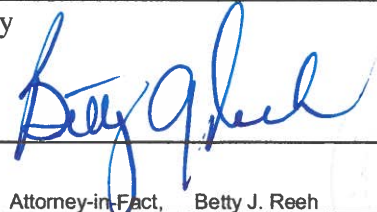
Address: _____

2937 Hero Way

Leander, TX 78641

North American Specialty Insurance Company

Surety

By: 

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

Address: _____

1200 Main Street, Suite 800

Kansas City, MO 64105

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

Acrisure, LLC dba IBTX

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

(Seal)

DUAL OBLIGEE RIDER

To be attached to and form a part of contact bond number 2322906, dated September 7, 2021, issued by North American Specialty Insurance Company on behalf of Liberty Civil Construction, LLC as Principal and in favor of City of Leander, Texas as Obligee.

The maintenance bond aforesaid shall be amended to add as additional Obligee, the name of Williamson County.

PROVIDED FURTHER, that this rider shall not become effective until accepted by Liberty Civil Construction, LLC as evidenced by the signature below.

The Attached bond shall be subject to all of its terms, conditions and limitation except as herein modified. Provided, further that the Principal and Surety shall not be liable to all Obligees in the aggregate in excess of the penal sum of three hundred seventy-eight thousand seven hundred thirty-eight and 93/100 [\$378,738.93].

Signed, sealed and dated this 7th day of September, 2021

ACCEPTED:

Liberty Civil Construction, LLC

By: _____

Michael Ehrhardt

North American Specialty Insurance Co.

By: _____

Betty J. Reeh, Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

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

JOINTLY OR SEVERALLY

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

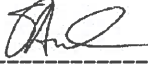
FIFTY MILLION (\$50,000,000.00) DOLLARS

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

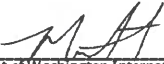
'RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the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

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



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



By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 23rd day of February, 2021.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

SS:

On this 23rd day of February, 2021, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of Sept, 2021.


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

IMPORTANT NOTICE

In order to obtain information or make a complaint:

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

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

1-800-338-0753

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

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

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

1- 800-252-3439

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

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

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

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

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

1-800-338-0753

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

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

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

1- 800-252-3439

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

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

UNA ESTE AVISO A SU POLIZA:

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

BAR W RANCH WEST PHASE 3 FINAL COSTS & QUANTITIES

(STREET IMPROVEMENTS)					COST
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	Subgrade Excavation/Embankment ROW to ROW	43,670	SY	\$ 2.66	\$116,162.20
2	2" HMA	23,106	SY	\$ 10.86	\$250,931.16
3	Curb and Gutter	11,166	LF	\$ 14.19	\$158,445.54
4	Reinforced Ribbon Curb	2,567	LF	\$ 12.29	\$31,548.43
5	Concrete Valley Gutters	4	EA	\$ 3,460.82	\$13,843.28
6	5' Wide Sidewalks (with this contract)	2,424	LF	\$ 29.04	\$70,392.96
7	Pavement Striping and Markings	1	LS	\$ 19,339.00	\$19,339.00
8	Crosswalk Striping	19	EA	\$ 1,015.86	\$19,301.34
9	ADA Ramps	38	EA	\$ 1,021.82	\$38,829.16
10	Stop Sign/Stop bar	10	EA	\$ 535.10	\$5,351.00
11	Street Signs	11	EA	\$ 248.63	\$2,734.93
12	Traffic Control Devices (MPH sign)	13	EA	\$ 254.03	\$3,302.39
13	Type III Barricades	4	EA	\$ 945.88	\$3,783.52
14	Subgrade Preparation, 3' to 3' Back of Curb	31,898	SY	\$ 1.85	\$59,011.30
15	9" Flexible Base 3' to 3' Back of Curb	26,347	SY	\$ 9.59	\$252,667.73
16	18" Flexible Base 3' to 3' Back of Curb	5,551	SY	\$ 17.85	\$99,085.35
17	8" Lime Stabilized Subgrade	19,505	SY	\$ 5.09	\$99,280.45
18	Revegetation for R.O.W. and Easements - Hydromulch	20,725	SY	\$ 1.01	\$20,932.25
19	Tree Protection	1	LS	\$ 5,286.83	\$5,286.83
20	Stabilized Construction Entrance,	1	EA	\$ 991.70	\$991.70
21	Install, Maintain, and Remove Silt Fence	8,778	LF	\$ 3.03	\$26,597.34
22	Install and Maintain Inlet Protection	33	EA	\$ 99.17	\$3,272.61
23	Rock Berm	3	EA	\$ 637.80	\$1,913.40
24	Concrete Washout Area	1	EA	\$ 1,166.70	\$1,166.70
TOTAL					\$1,304,170.57

(WATER IMPROVEMENTS)					COST
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	8" Wet Connect	2	EA	\$ 1,463.00	\$2,926.00
2	16" Wet Connect	2	EA	\$ 1,998.23	\$3,996.46
3	8" C900 DR-14 PVC, including fittings	5074	LF	\$ 38.64	\$196,059.36
4	12" C900 DR-14 PVC, including fittings	1323	LF	\$ 51.30	\$67,869.90
5	16" C900 DR-14 PVC, including fittings	1285	LF	\$ 66.09	\$84,925.65
6	5 1/4" Fire Hydrant Assembly, including fire lead (STORZ CONNECTION)	13	EA	\$ 3,397.28	\$44,164.64
7	6" Gate Valve,	13	EA	\$ 1,102.54	\$14,333.02
8	8" Gate Valve,	20	EA	\$ 1,631.40	\$32,628.00
9	12" Gate Valve,	4	EA	\$ 2,725.87	\$10,903.48
10	16" Gate Valve,	1	EA	\$ 7,195.99	\$7,195.99
11	Raise Gate Valve,	38	EA	\$ 170.72	\$6,487.36
12	Single Water Service Assembly,	16	EA	\$ 977.30	\$15,636.80
13	Double Water Service Assembly,	76	EA	\$ 1,212.01	\$92,112.76
14	Install 2" Irrigation Service	1	EA	\$ 4,019.15	\$4,019.15
15	Install 2" Blowoff w/Valve	4	EA	\$ 1,780.62	\$7,122.48
16	Trench Safety	7682	LF	\$ 0.54	\$4,148.28
TOTAL					\$594,529.33

(WASTEWATER IMPROVEMENTS)					COST
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	Remove Plug & Tie to Existing Wastewater Line	2	EA	\$ 1,282.71	\$2,565.42
2	8" SDR-26 PVC,	4,457	LF	\$ 33.56	\$149,576.92
3	12" SDR-26 PVC,	2,669	LF	\$ 42.59	\$113,672.71
4	Single Wastewater Service	6	EA	\$ 1,256.23	\$7,537.38
5	Double Wastewater Service	80	EA	\$ 1,644.70	\$131,576.00
6	4' Wastewater Manhole	33	EA	\$ 3,460.76	\$114,205.08
7	4' External Drop Wastewater Manhole	3	EA	\$ 3,957.60	\$11,872.80
8	Wastewater Manhole coating	36	EA	\$ 943.05	\$33,949.80
9	Raise Wastewater Manhole	36	EA	\$ 444.74	\$16,010.64
10	16" Steel Encasement 3/8" wall thickness & spacers	30	LF	\$ 98.96	\$2,968.80
11	24" Steel Encasement 3/8" wall thickness & spacers	22	LF	\$ 127.28	\$2,800.16
12	8" Pressure Rated SDR-26 150 psi	156	LF	\$ 43.33	\$6,759.48
13	Trench Safety	7,282	LF	\$ 1.08	\$7,864.56
14	Install 6" Tee at WW Main w/6" SDR-26 Stub for future WW Service	9	EA	\$ 1,273.39	\$11,460.51
TOTAL					\$612,820.26

(DRAINAGE IMPROVEMENTS)					COST
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	18" R.C.P.,	1,614	LF	\$ 40.99	\$66,157.86
2	24" R.C.P.,	1,639	LF	\$ 53.06	\$86,965.34
3	30" R.C.P.,	853	LF	\$ 68.96	\$58,822.88
4	36" R.C.P.,	1,329	LF	\$ 95.73	\$127,225.17
5	42" R.C.P.,	416	LF	\$ 128.53	\$53,468.48
6	48" R.C.P.,	365	LF	\$ 156.79	\$57,228.35
7	54" R.C.P.,	263	LF	\$ 217.93	\$57,315.59
8	60" R.C.P.,	624	LF	\$ 294.45	\$183,736.80
9	10'x4' Concrete Box Culvert	45	LF	\$ 689.62	\$31,032.90
10	7'x4' Junction Box	2	EA	\$ 5,529.55	\$11,059.10
11	7'x7' Junction Box	3	EA	\$ 6,338.69	\$19,016.07
12	11'x7' Junction Box	1	EA	\$ 15,519.72	\$15,519.72
13	14'x12' Junction Box	1	EA	\$ 25,880.03	\$25,880.03
14	4' Storm Sewer Manhole	3	EA	\$ 3,141.89	\$9,425.67
15	4'x4' Area Inlet	1	EA	\$ 3,514.61	\$3,514.61
16	10' inlets w/ Transitions	11	EA	\$ 4,808.91	\$52,898.01
17	15' inlets w/ Transitions	23	EA	\$ 7,268.30	\$167,170.90
18	Raise Storm Sewer Manhole	16	EA	\$ 425.05	\$6,800.80
19	10'x4' Concrete Box Culvert Headwall w/Dissipaters & 18"-24" Dump R	1	EA	\$ 26,770.17	\$26,770.17
20	24" Concrete Headwall w/Dissipaters	1	EA	\$ 4,378.28	\$4,378.28
21	3' Grass Flat Bottom Channel w/3:1 Side Slope & Revegetation	1,207	LF	\$ 10.96	\$13,228.72
22	Trench Safety	7,482	LF	\$ 1.08	\$8,080.56
23	8'x4' Concrete Box Culvert	334	LF	\$ 500.51	\$167,170.34
24	9'x4' Junction Box	1	EA	\$ 6,653.14	\$6,653.14
25	4'x4' Junction Box	1	EA	\$ 3,673.83	\$3,673.83
26	5'x4' Junction Box	1	EA	\$ 3,705.26	\$3,705.26
27	7'x5' Junction Box	1	EA	\$ 5,308.54	\$5,308.54
28	4'x5' Junction Box	1	EA	\$ 3,662.02	\$3,662.02
TOTAL					\$1,275,869.14

STREET LIGHTS; WATER QUALITY AND DETENTION POND (LEANDER MUD NO. 1)					COST
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	Street Lights	27	EA	\$ 8,631.93	\$233,062.11
2	Water Quality and Detention Pond	1	LS	\$435,025.68	\$435,025.68
TOTAL					\$668,087.79

TOTAL COST OF ALL IMPROVEMENTS FOR PROJECT	\$4,455,477.09
TOTAL COST OF IMPROVEMENTS FOR CITY AND COUNTY	\$3,787,389.30
TOTAL COST OF IMPROVEMENTS FOR LEANDER MUD NO. 1	\$668,087.79
TOTAL COST FOR DUAL OBLIGEE MAINTENANCE BOND	\$4,455,477.09
10% OF TOTAL COST OF IMPROVEMENTS FOR CITY AND COUNTY	\$378,738.93



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

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: SEPTEMBER 10, 2021

Developer: CONTINENTAL HOMES OF TEXAS, L.P.

Contractor/Material
Provider ("Affiant"): LIBERTY CIVIL CONSTRUCTION, LLC.

Project : **BAR W RANCH WEST PHASE 3 PUBLIC IMPROVEMENTS
CONSTRUCTION PLAN – 20-PICP-014**

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

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

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

Initialed: 

SUBSCRIBED AND SWORN TO BY Affiant on this 10 day of September, 2021.

AFFIANT:

Signature: _____

Typed Name: Steve Louden

Title: Director of Project Management

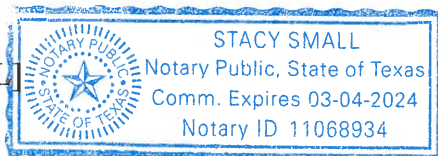
STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME the undersigned authority on this day personally appeared Steve Louden, 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 10 day of September, 2021.

[SEAL]



Notary in and for the State of Texas

Name: Stacy Small

My commission expires: 03/04/2024

Initialed: _____



EXECUTIVE SUMMARY
01/06/2022

AGENDA SUBJECT:

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 ± 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]*

BACKGROUND:

This request is the first step in the zoning process.

APPLICANT/AGENT:

Texas Land Maps (Matthew Signmon) on behalf of MISHA, Inc (Saiyad Ali)

RECOMMENDATION:

This request has been postponed due to a notification error.

PRESENTER:

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



EXECUTIVE SUMMARY
01/06/2022

AGENDA SUBJECT:

Conduct a Public Hearing 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.

- Discuss and consider action regarding Zoning Case 21-Z-038 as described above.

BACKGROUND:

This request is the first step in the rezoning process.

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

APPLICANT/AGENT:

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

RECOMMENDATION:

The Planning & Zoning Commission unanimously recommended approval during the December 9, 2021 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

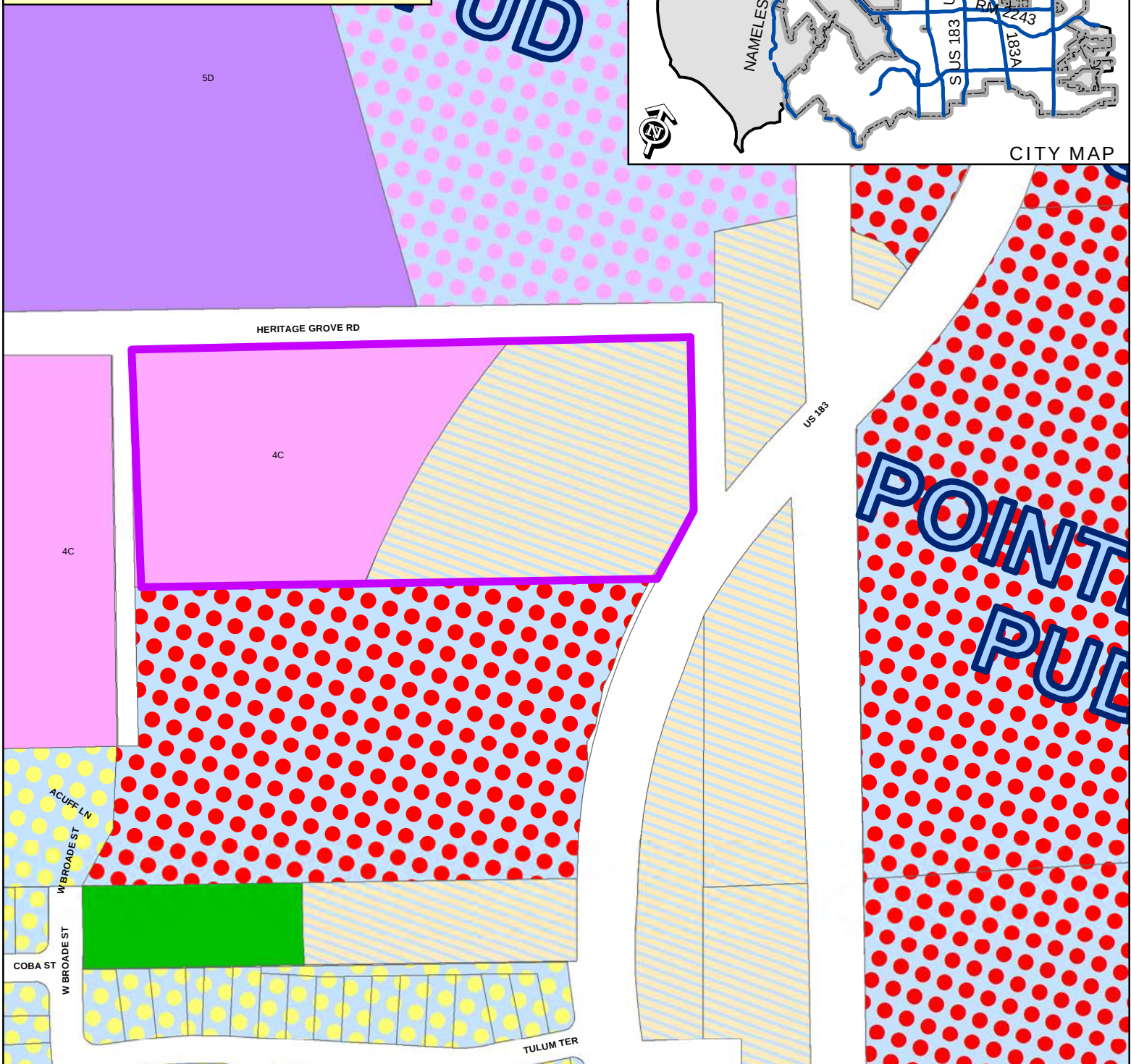
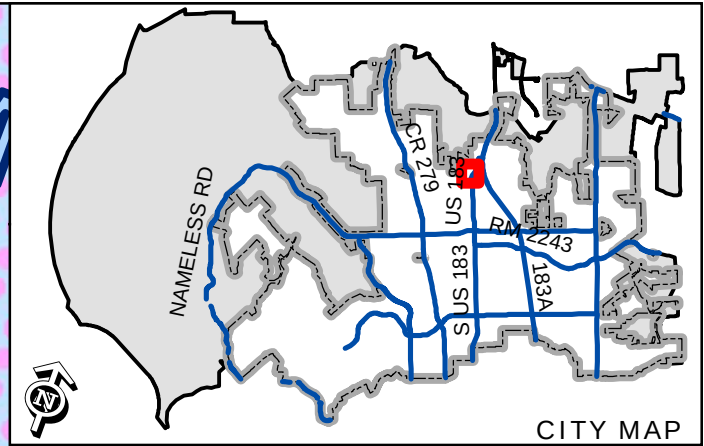
PUBLIC NOTIFICATION:

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.



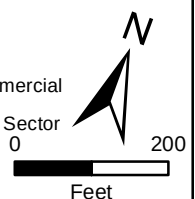
Case: 21-Z-038

ATTACHMENT #2

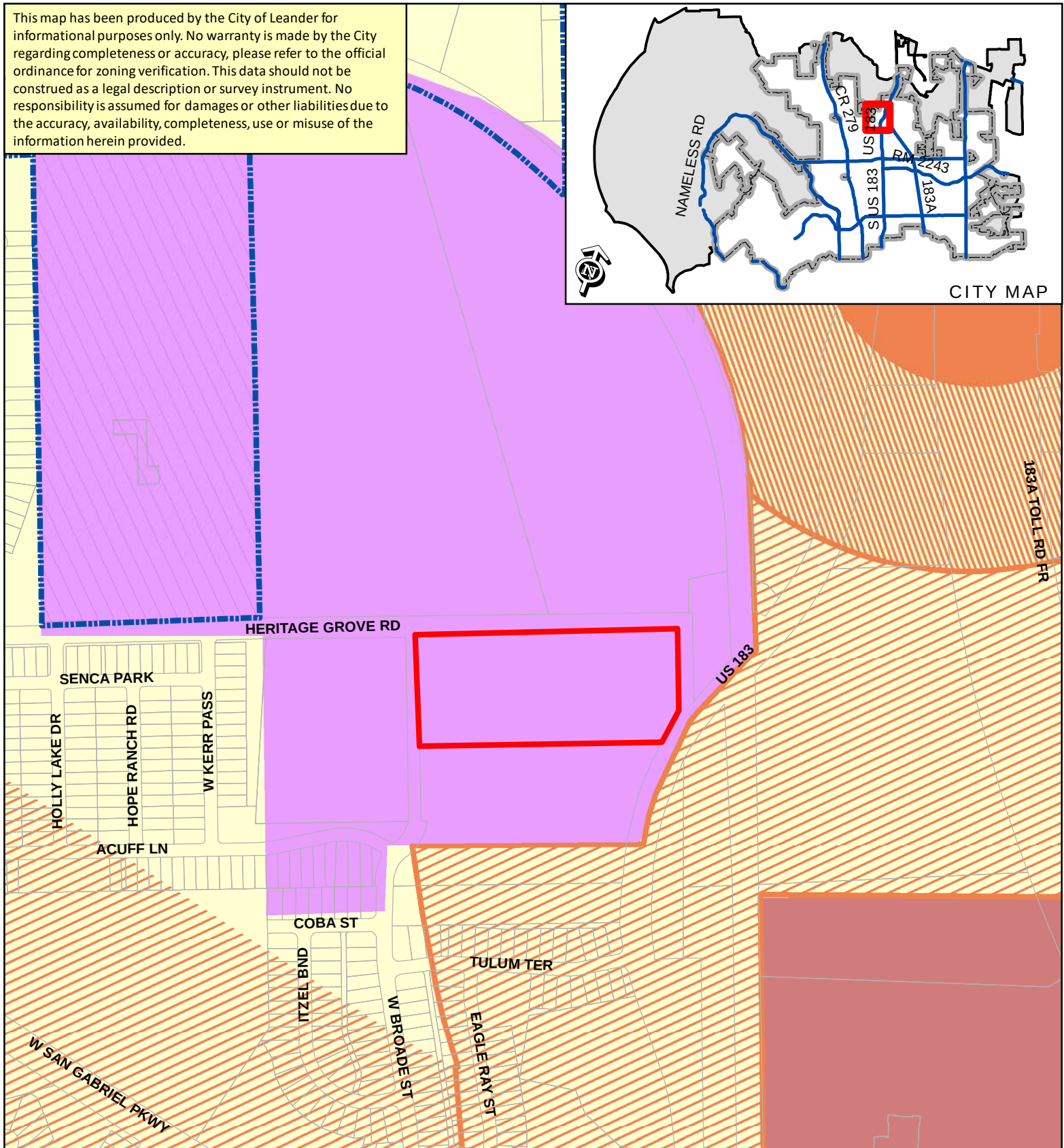
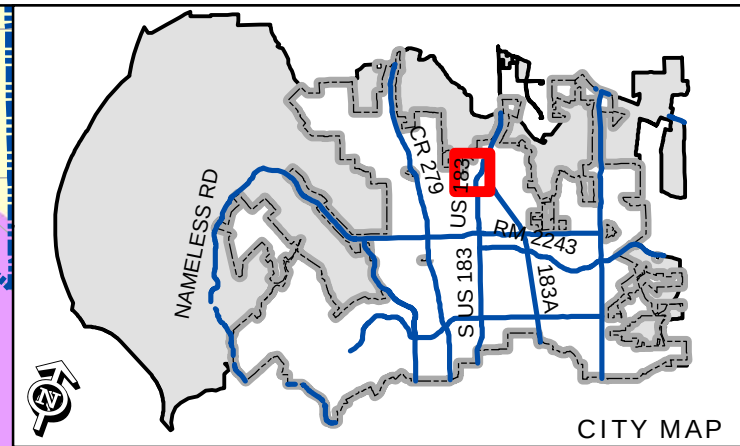
Heritage Grove Minor PUD

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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ZONING CASE: 21-Z-038

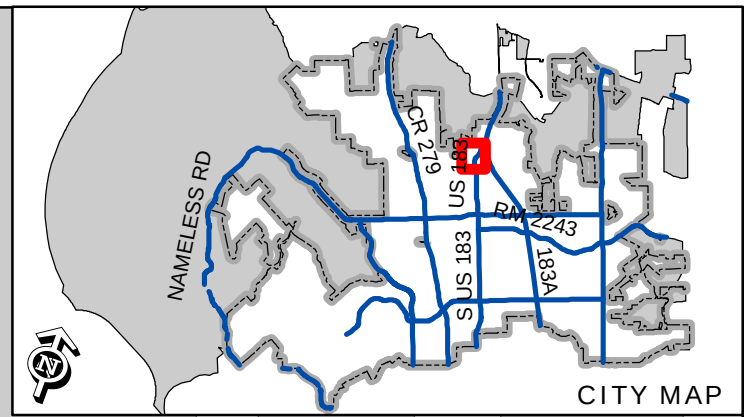
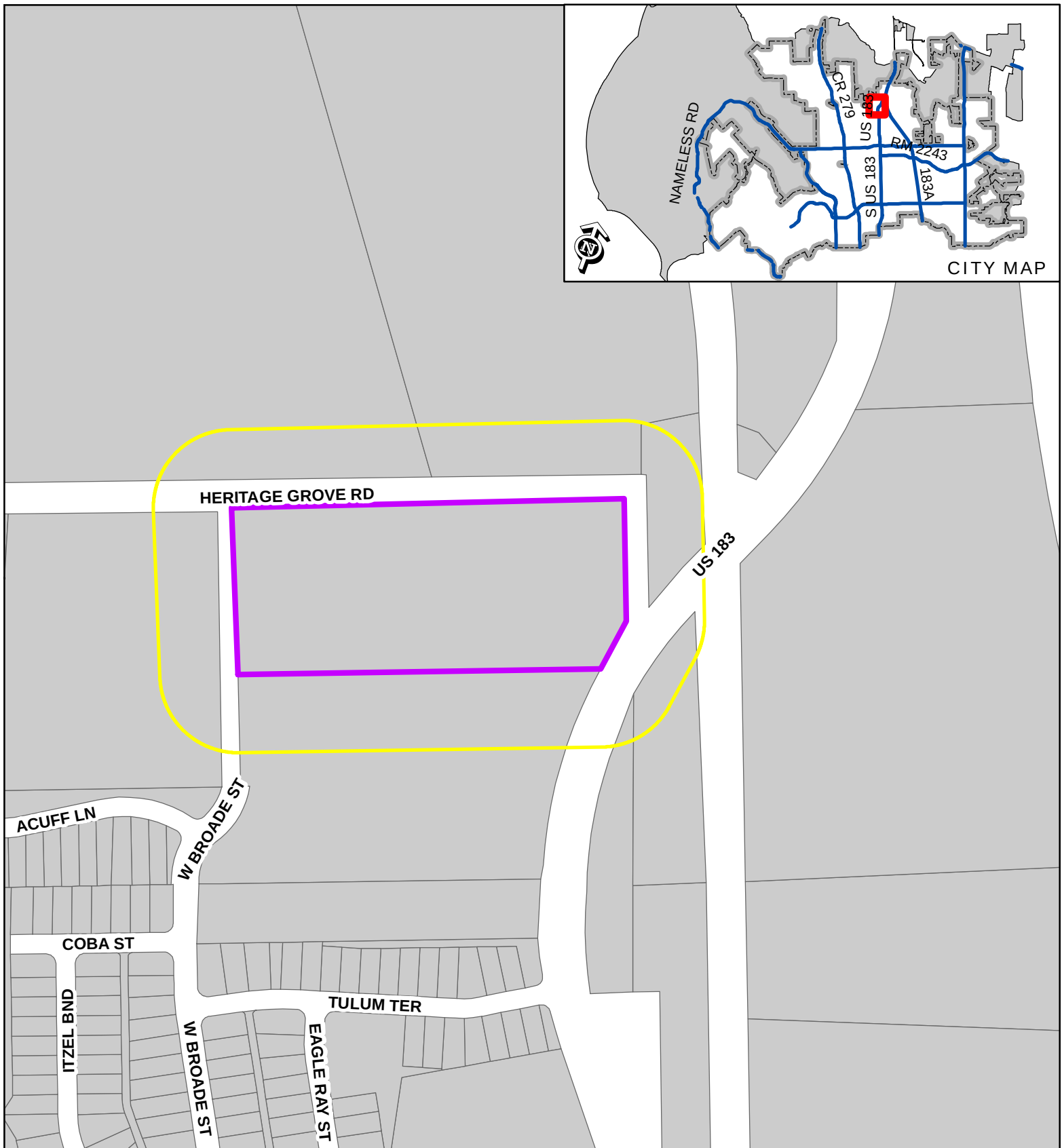
ATTACHMENT #3

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 | |





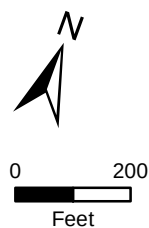
CASE: 21-Z-038

ATTACHMENT # 4

TITLE: Heritage Grove

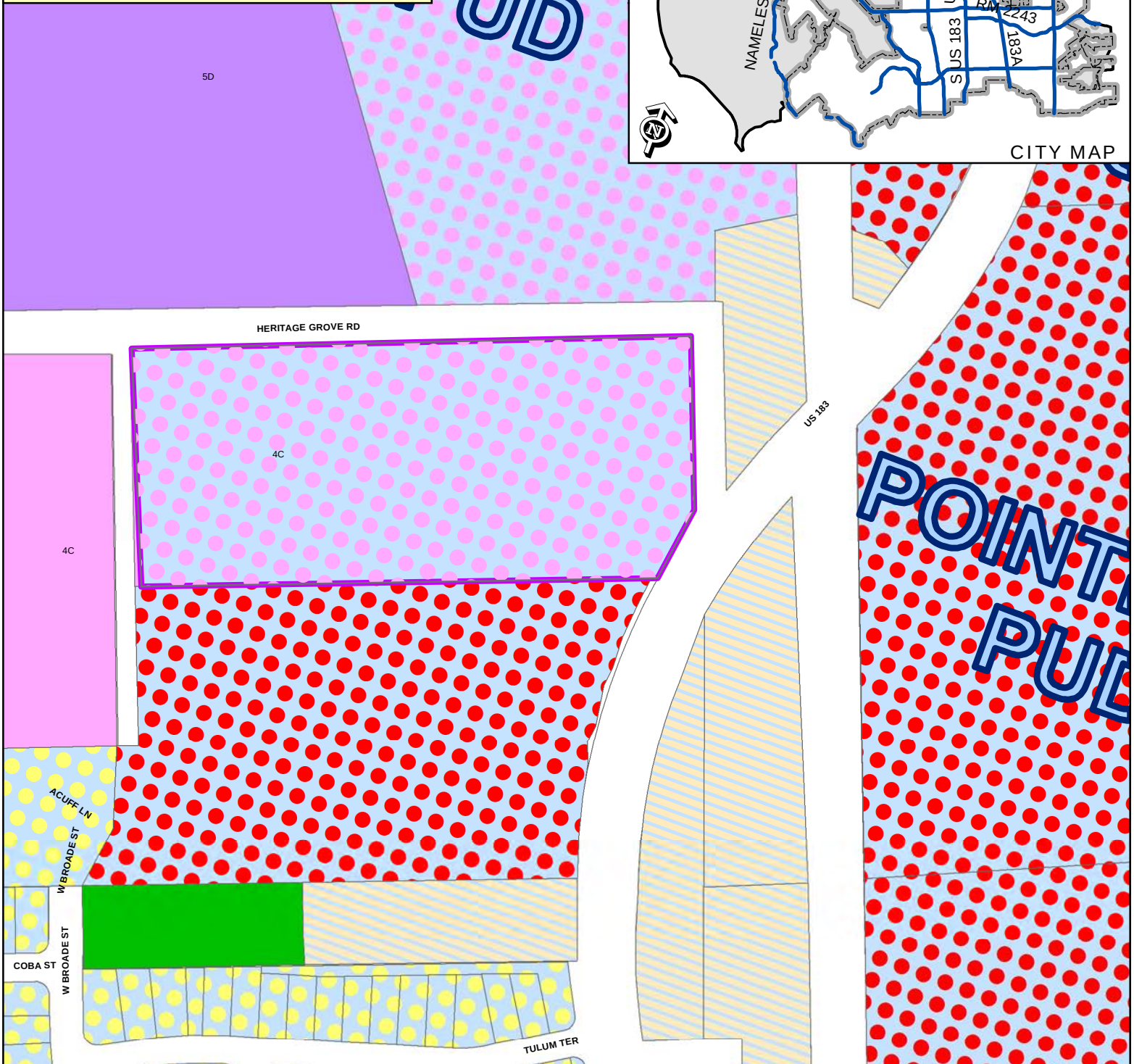
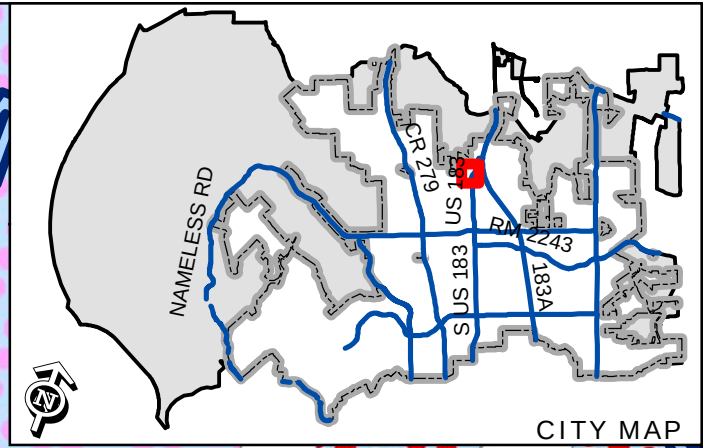
Public Notification Map

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

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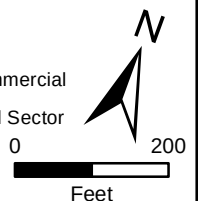
Case: 21-Z-038

ATTACHMENT #5

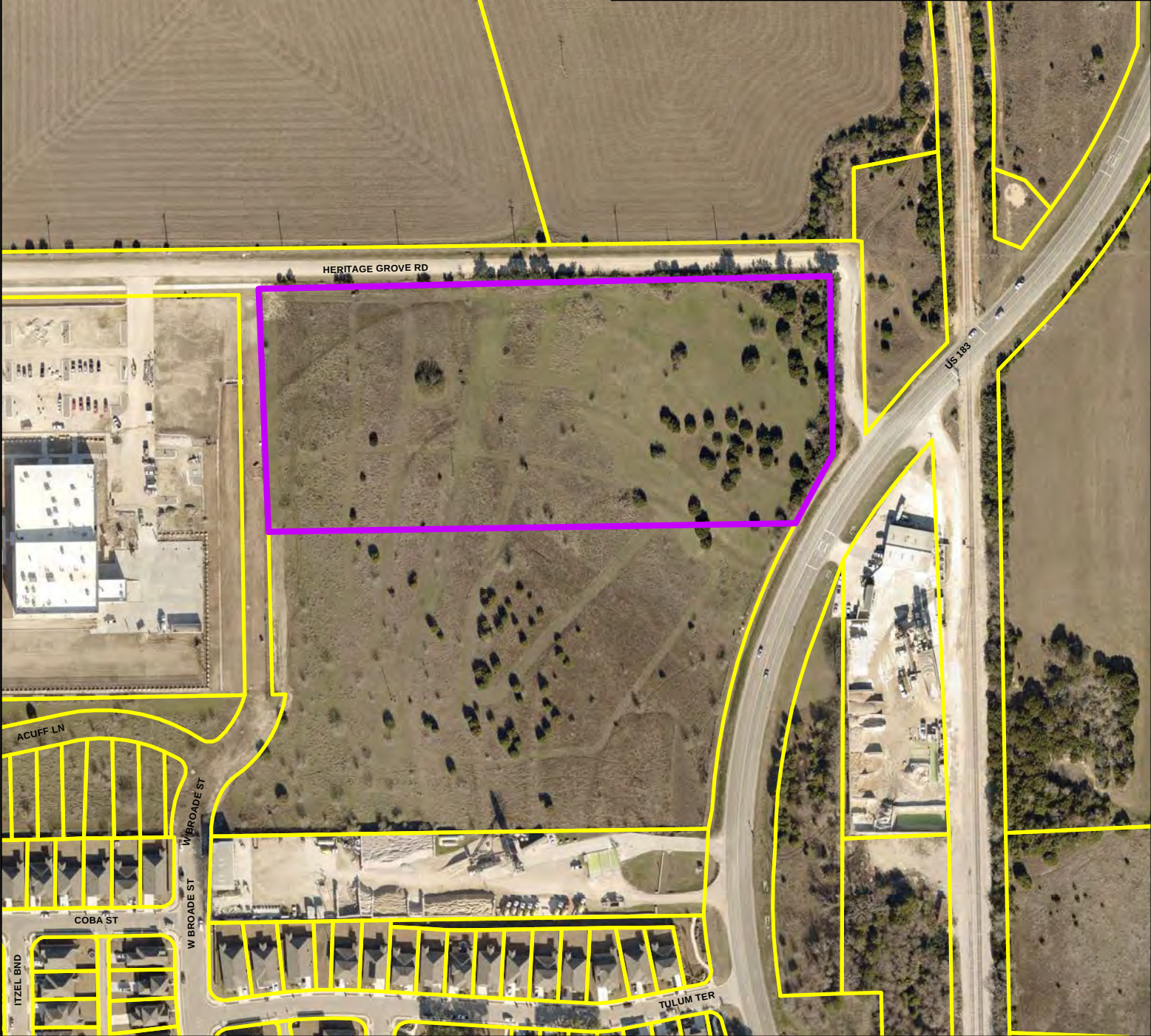
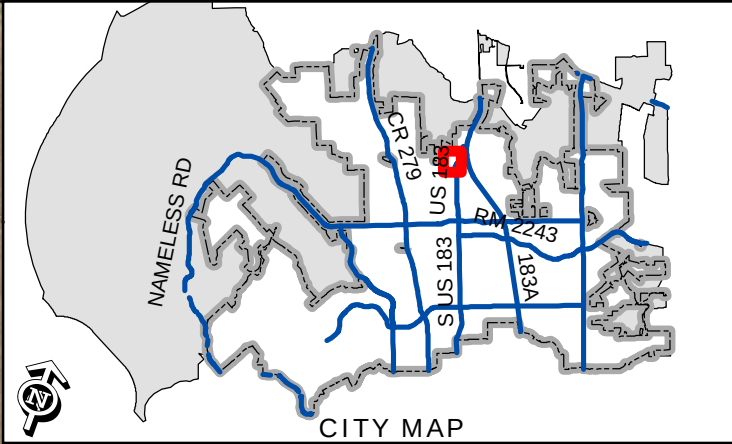
Heritage Grove Minor PUD

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

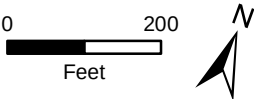


EXHIBIT A

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.

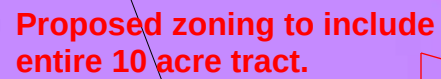
B. Applicability and Base Zoning

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.



1000

HERITAGE GROVE RD

4C

FUTURE RD EXPANSION

HIGHWAY 183



CIVIL ENGINEERING AND PLANNING
(972) 822 - 1682
TBPE FIRM REGISTRATION NO. F-22664

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.

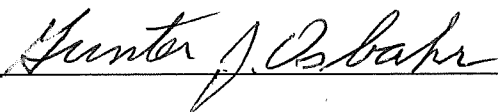
3. What concerns were raised during these communications?

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
01/06/2022

AGENDA SUBJECT:

Convene into executive session 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.

- Reconvene into open session to conduct a Public Hearing 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.

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

BACKGROUND:

This request is the first step in the ordinance process. This update includes the following changes:

1. Housekeeping Items
 - a. Update definitions
 - b. Update submittal requirements
 - c. Provide an option for a due diligence report
 - d. Remove the requirement for mylar copies of plats
2. Policy Items
 - a. Allow for concurrent review of the concept plan and preliminary plat in some cases.
 - b. Add phasing requirements to the concept plan and preliminary plat.
 - c. Update easement requirements
 - d. Update the buffer zone requirements

This update provides for some ordinance clean up items as well as implementation of the following goals from the Comprehensive Plan:

GOAL #1 ECONOMIC GROWTH

Strategy 1.2 – Maintain development codes that achieve the community’s desired character and quality.

Action 1.2.1 – Encourage and promote quality development through predictable and flexible development codes.

This amendment includes updating the ordinance to update the definitions and streamline the subdivision process to reduce the number of steps when smaller subdivisions are proposed. The amendment also provides alternatives to the development meeting process to allow a developer to request a due diligence report in lieu of a meeting.

GOAL #11 UTILITIES

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

Action 11.2.5 – Pursue an update to the City’s 2019 Water Conservation ordinance

This amendment includes a requirement for phasing that will limit the number of lots per phase

and thus help manage water usage. While this amendment does not directly relate to the above strategy, it helps meet the intent of water conservation.

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approval of the amendments. The Planning & Zoning Commission unanimously recommended approval of the ordinance amendment during the December 9, 2021.

PRESENTER:

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

Attachments

1. Ordinance Redline
2. Ordinance

SUBDIVISION ORDINANCE AMENDMENTS

ARTICLE I. GENERAL

SECTION 1. DEFINITIONS

~~**A-Street** means streets that provide the highest level of pedestrian amenities and are intended to provide a walkable connection between commercial and residential uses. Type A streets prohibit parking between the building façade and the public right-of-way. A continuous building frontage is required on A Streets, and may only be broken by a street, pedestrian passage, courtyard or similar feature approved by the Director of Planning. For phased building construction within a block, a screen wall or landscape hedge shall be constructed at the building frontage line prior to building construction. A map identifying the different street types shall be maintained and kept on file with the Planning Department.~~

~~**B-Street** means streets that are more automobile-oriented, but still provide pedestrian amenities and limit the amount of surface parking between buildings and the street. A continuous building frontage is required on B Streets, and may only be broken by a street, pedestrian passage, courtyard or similar feature approved by the Director or Planning. For phased building construction within a block, a screen wall or landscape hedge shall be constructed at the building frontage line prior to building construction. Surface parking consisting of no more than one drive aisle with head-in parking spaces on each side of the drive aisle are permitted between the building and the right-of-way for B Streets. All collector streets shall be classified as B Streets unless designated otherwise on the A, B, & C Streets Map. A map identifying the different street types shall be maintained and kept on file with the Planning Department.~~

~~**Backage Road** means a road that runs parallel to or alongside an arterial street that provides the main point of access to property.~~

~~**C-Street** means streets that are the most automobile-oriented and provide for significant amounts of surface parking between buildings and the public right-of-way. A map identifying the different street types shall be maintained and kept on file with the Planning Department.~~

~~**Caliper** means the trunk diameter of a tree at four (4) feet above natural grade for existing trees for the purposes of a tree survey. Caliper means trunk diameter of a tree at twelve (12") inches above natural grade for newly planted trees.~~

~~**Comprehensive Plan** means the City's comprehensive plan adopted pursuant to Chapter 213, Texas Local Government Code and Sections 10.02 and 10.03 of the City Charter. The plan includes the Comprehensive Plan means the overall development plan for the community which provides long-range development policies including all specified individual elements thereof among which are the plans for land intensities; land subdivision; circulation; and community facilities, utilities and services.~~

~~**County** means, with respect to land located in Williamson County, Williamson County, Texas; and, with respect to land located within Travis County, Travis-TexasCounty.~~

~~**Due Diligence Report** means a report that provides details of a property including zoning, future land use categories, utilities, subdivision requirements, and other similar information. This report may be requested in lieu of a Pre-Development Meeting.~~

~~**Executive Director of Development Services** means the person appointed by the City Manager to oversee the Development Services Department and serve as the Planning Director.~~

~~**Flood-plain** means channel of a waterway and the adjacent land area subject to inundation during the design storm.~~

~~**Greenbelt** means a series of connected open spaces that may follow natural features such as creeks or streams.~~

~~**Comprehensive Plan** means the overall development plan for the community which has been officially adopted and updated from time to time to provide long-range development policies including all specified individual elements thereof among which are the plans for land intensities, land subdivision, circulation, and community facilities, utilities and services.~~

Lot Area means the area contained within the boundary lines of a lot, excluding any street, easement for street purposes, or street right-of-way.

Lot, Flag means a lot resulting from a division of a tract of land that, before its division, did not have sufficient width on a street to create more than one lot abutting said street but had sufficient area and depth to be divided into more than one buildable lot.

Parent Tract means the tract or parcel of land from which the property being platted is derived.

Phasing Plan means the Development Phasing Plan for the development of a subdivision that provides the timing of each phase or subsection approved in accordance with Article 13.12 of the Code, and that includes the number of lots and the infrastructure to be completed in each phase, and any other information required by Article 13.12 of the Code.

Pre-Development Meeting means a meeting with city staff to help familiarize the applicant with applicable codes and regulations. The Director of Planning may waive this requirement if they deem that the meeting is not necessary. A Due Diligence Report may be prepared in lieu of a Pre-Development Meeting.

Private Street means a street that is not dedicated to the public for maintenance, operation or ownership. It is owned and maintained by either a Homeowners' Association for residential developments or Property Owners' Association for nonresidential developments.

Replat means to re-subdivide all or any part of a recorded plat, which does not require the vacation of the entire preceding plat.

Right-of-Way (ROW) means a strip of land acquired by dedication, prescription, or condemnation and intended to be occupied by a street, trail, water line, wastewater line, and/or other public utilities or facilities.

Roadway means the paved area of a street between the face of the curb lines, including the driving, parking, and bicycle lanes.

SECTION 8. ENFORCEMENT OF REGULATIONS

(e) A tract of land may not be served or connected with City utilities unless a plat has been approved and recorded for said tract of land, nor shall the City have any obligation to extend utility service to any parcel created in violation of this code.

ARTICLE II. PROCEDURE

SECTION 20. GENERAL PROCEDURE

(c) **Pre-Development Meeting.** The applicant is required to attend a pre-development meeting with city staff to help familiarize the applicant with applicable codes and regulations. The Director of Planning may waive this requirement if they deem that the meeting is not necessary. A Due Diligence Report may be prepared in lieu of a Pre-Development Meeting.

(d) General Subdivision Process; Phasing.

(i) Generally, the subdivision process is comprised of four (4) individual steps, consisting of the Concept Plan, the Preliminary Plat, Construction Plans, and the Final Plat. Each step of the development process has established deadlines and expirations that must be met in order for the application and any approval(s) granted to remain valid, in effect and eligible to continue to the next step of, or to complete, the development process. Compliance with each such established deadline constitutes a separate required performance and approval.

(ii) Phasing Plan.

a) A subdivision is required to be phased if it includes more than thirty (30) lots or units. The proposed Phasing Plan is required to be submitted and approved prior to or concurrently with the Concept Plan. If an applicant wishes to amend an approved phasing plan after approval at the Concept Plan stage, the applicant is required to submit and receive approval of the Phasing Plan amendment prior to or concurrently with the Preliminary Plan. Chapter 13 of the Code governs the requirements for a Phasing Plan and procedure for review and approval.

(iii) Impact of Phasing Plan on the Sequence of Preliminary Plat and Construction Plan Applications.

a) If an applicant applies for a preliminary plat for less than the entire property shown in the Concept Plan, the preliminary plat for each phase may not be reviewed concurrently and the preliminary plan applications must contain the property shown in each phase of the approved Phasing Plan and be submitted in the order shown on the approved Phasing Plan.

b) Construction Plans for each phase shall be submitted in accordance with the phasing shown on the approved Phasing Plan and may not be reviewed concurrently. The infrastructure in an approved Construction Plan for a particular phase set must be completed and accepted by the City before the applicant may commence construction on another phase of the subdivision.

(g) Application Completeness Review.

(1) City staff shall review all applications, for completeness and either accept the application as complete or reject the application and provide the applicant with written notice of rejection that specifies the reasons for rejection within ten (10) business days of the date the application is submitted. An application will be considered complete if it is submitted in the required form and in accordance the sequencing required in the Phasing Plan and Section 20(d)(iii), includes all information and documents required in the application, and is accompanied by the applicable fees. All applications shall also include a list of any requested variance from the ordinance. Resubmittal Applications are also subject to Section 20(h). An application that is not complete, does not include the information or documents required in the application, or is not accompanied by the applicable fees may not be accepted by the City. If the application is determined to be incomplete, the Director of Planning shall provide written notice of the rejection of the application that includes a description of the application's deficiencies. No further processing of the application will occur until the deficiencies are corrected.

~~(2) In addition to the items required on the Concept Plan application and checklist, the preliminary park plan must be reviewed and approved prior to the submittal of the Concept Plan application and submitted with the application in order for concept plan to be accepted as complete.~~

~~(3) In addition to the items required on the Preliminary Plat application and checklist, the updated preliminary park plan must be reviewed and approved prior to the submittal of the Preliminary Plat application and submitted with the application in order for the Preliminary Plat to be accepted as complete, unless the Director of Parks and Recreation determines that an update is not needed.~~

~~(4)~~(2) In addition to the items required on the Construction Plan application and checklist, the following must be reviewed and approved prior to the submittal of the Construction Plan application and submitted with the application in order for it to be accepted as complete, unless the City Engineer or Director of Planning

determines that one of the items is either not needed or may be reviewed concurrently to process the Construction Plan Application:

- (i) Lift station report
- (ii) Water and wastewater capacity analysis
- (iii) Drainage study
- ~~(iv) Floodplain development permit/CLOMR~~
- ~~— Traffic impact analysis~~

~~(v)~~

SECTION 21. CONCEPT PLAN

- (a) **Purpose.** The purpose of the Concept Plan is to demonstrate conformance with the Comprehensive Plan, compatibility of the proposed development with this and other applicable City ordinances, and the coordination of improvements within and among individually platted parcels, sections, or phases of a development, prior to the consideration of a Preliminary Plat unless otherwise identified in this ordinance.

- (1) A Concept Plan shall be required for all subdivisions of land, except as otherwise provided for in this Ordinance for Short Form Final Plats. The Developer shall submit a Concept Plan prior to a preliminary plat for approval when the proposed subdivision includes any of the following:

- (i) A new road network; or
- (ii) More than fifteen (15) lots or units; or
- (iii) More than thirty (30) acres.

When a Concept Plan does not meet the above criteria, it may be submitted for concurrent review with the Preliminary Plat.

- ~~(1)(2)~~ The Concept Plan shall include the Parent Tract to ensure the orderly planning of streets, utilities, drainage, and other public facilities. The Concept Plan shall also include all adjacent and contiguous land, owned or controlled by the developer or the person, firm or corporation that sold the tract being developed.

- ~~(16)~~ A proposed ~~Pp~~hasing ~~Pp~~lan for the development of future sections.

- (17) A park plan in conformance with this ordinance including all land proposed for dedication, all proposed park facilities, and calculations or other information indicating compliance with park requirements.

- ~~(18) Identify Type A, B, and C Streets that are located within Employment Mixed Use, Neighborhood Center, Community Center, or Activity Center designations as identified by the Comprehensive Plan.~~

- ~~(19)(18)~~ Any information required by the most recent City concept plan application/checklist.

- ~~(20)(19)~~ For Resubmittal Applications, in addition to containing the information and documents required by this subsection (c), a transmittal letter that describes how each reason for disapproval of the Concept Plan is being remedied or how each condition of a conditional approval is being satisfied, as applicable, and identifying the location in the Concept Plan application where each remedy or response to a condition can be found. The transmittal letter shall further identify whether any other changes to the application have been made other than those necessary to respond to the reasons for disapproval.

- (f) **Approval.** The Commission and Council, after holding public hearings in accordance with City ordinances and codes, shall take action on the Concept Plan.

- (1) The Commission shall take action on the application within thirty (30) days of the Filing Date. The failure of either the Commission to act within thirty (30) days of the Filing Date (or within sixty (60) days of the Filing Date where an extension has been granted), or the Council to act within thirty (30) days of action on

the Concept Plan by the Commission (or within sixty (60) days where an extension has been granted) shall be deemed an approval of the plan by the respective body, except as otherwise agreed to by the applicant pursuant to Section 20A(b).

- (2) The Council, within thirty (30) days of the date of action on the Concept Plan application by the Commission (or within sixty (60) days of the date of action by the Commission where an extension has been granted), shall take action on the Concept Plan application.
- (3) If applicable, zoning of the tract shall permit the uses proposed by the Concept Plan, or a zoning amendment necessary to permit the proposed uses shall be required prior to approval of the Concept Plan.
- (4) Approval of a Concept Plan constitutes acceptance of the general development and arrangement of lots indicated on the plan; the classification and arrangement of streets indicated; the proposed phasing plan; and the nature of utility service proposed. Subsequent zoning approvals cannot be guaranteed.
- (5) Concept Plan approval does not ensure approval of a Preliminary Plat failing to meet specific requirements of this Ordinance, and approval does not comprise any vesting of development rights or any assurance that permits of any kind will be issued.

~~(5)~~(6) The Commission and Council shall approve the Concept Plan if it conforms with the requirements of this Code, the Comprehensive Plan, the Composite Zoning Ordinance, and the Texas Local Government Code while taking into account access to and extension of the City water system, reuse water system (if applicable), wastewater system, and stormwater drainage facilities.

SECTION 22. PRELIMINARY PLAT

- (a) **Purpose.** The Preliminary Plat provides detailed graphic information and associated text indicating property boundaries, easements, land use, streets, utilities, drainage, and other information required to evaluate proposed subdivisions of land. A Preliminary Plat shall be required for any subdivision of land, except as otherwise provided for in this Ordinance, subsequent to Concept Plan approval or concurrently if the subdivision meets the criteria in Article II, Section 21 of this ordinance.

- (c) **Content.** The Preliminary Plat shall include a description of any off-site improvements required to accommodate the project. The Preliminary Plat shall contain or have attached thereto:

- (1) Concept Plan.
 - (i) Provide either the concept plan proposed for concurrent review; or the approved concept plan.

(x) The Approved Phasing Plan and the proposed amended Phasing Plan, if an amendment is sought.

(xi) If an applicant applies for a preliminary plat for less than the entire property shown in the Concept Plan, verification that the preliminary plan application contains the property shown the approved Phasing Plan for the particular phase for which the preliminary plan is submitted and that the preliminary plan is submitted in the order shown on the approved Phasing Plan.

- (2) Improvements.
 - (i) The location, size and description of any proposed drainage appurtenances, including storm sewers, detention ponds and other drainage structures proposed to be constructed on and off the site, and designed in accordance with the requirements of this Ordinance.
 - (ii) The developer shall include a copy of the complete application for flood plain map amendment or revision, as required by the Federal Emergency Management Agency (FEMA), if applicable.
 - (iii) The location, dimensions, names and descriptions of all proposed streets, alleys, parks, open spaces,

blocks, lots, reservations, easements and rights-of-way; and areas within the subdivision indicating the connection to or continuation of other improvements in adjacent subdivisions.

- (iv) Numbers to identify each lot and each block.
- (v) The lengths of each proposed property line of all lots. The area of each non-rectangular lot shall be provided.
- (vi) Preliminary street grades for roadways within areas with exceptional topographic conditions or that propose to use Alternative Geometric Design Criteria, as defined in the Transportation Criteria Manual.
- (vii) The location and species of street trees for each street within the Preliminary Plat if street trees are proposed.

~~(viii) Identify all A, B, and C Streets within and adjacent to subdivisions.~~

~~(ix)~~(viii) Identify all shared use drives and necessary access easements as required by the Access Management standards listed in Article V of the Composite Zoning Ordinance.

(h) **Application Expiration.**

~~(1)~~ (1) The Preliminary Plat application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the preliminary plat is not approved due to the applicant's failure to cause the application to comply with applicable city regulations. If the Concept Plan and the Preliminary Plat applications are submitted concurrently, the Concept Plan and Preliminary Plat applications shall both expire nine (9) months after the date that all staff review comments from all reviewing departments have been issued on the applications if both the Concept Plan and Preliminary Plat are not approved due to the applicant's failure to cause the applications to comply with all applicable City regulations.

~~(1)~~(2) The Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the Preliminary Plat, and the Concept Plan if submitted concurrently with the Preliminary Plat application. Substantial progress shall consist of, at a minimum, a resubmission of the Preliminary Plat, the concept plan in the case of a concurrent submission, and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

~~(2)~~(3) After expiration of an application, any new Preliminary Plat application will be required to be re-submitted as a new application including re-paying all of the fees associated with this process.

(i) **Approval Expiration.**

~~(3)~~(1) The approval of a Preliminary Plat shall expire two (2) years after the filing date unless:

- (a) Corresponding Construction Plans and/or Final Plats on all, or a portion of, the land approved on the Preliminary Plat are filed, and, if necessary, additional Construction Plans and/or Final Plats are filed in not greater than two year intervals until all of the land within the Preliminary Plat has approved Construction Plans and Final Plats; provided that approval of all such Construction Plans and Final Plats are obtained within seven (7) years of the filing date of the Preliminary Plat, or
- (b) An extension is granted by the Commission in accordance with this Ordinance; provided that in no event shall an extension be granted that exceeds nine (9) years after the filing date.

(2) When a Concept Plan application is submitted and approved concurrently with a Preliminary Plat application, the approval of the Concept Plan shall expire when the approval of the Preliminary Plat expires under Section 22(i)(1).

SECTION 23. CONSTRUCTION PLANS

(c) **Content.** Construction Plans shall include all on and off-site improvements required to serve the proposed development as indicated on the approved Preliminary Plat and in compliance with applicable ordinances, codes, standards and policies of the City, and other applicable governmental entities. All Construction Plans shall be signed and sealed by a licensed professional engineer, licensed to practice in the State of Texas, include all information required by the most recent application/checklist, and shall contain or have attached thereto:

SECTION 24. FINAL PLAT

(j) **Recordation.**

- (1) Prior to the recordation of the Final Plat:
 - (i) The Final Plat shall have been approved by the Commission and signed by the appropriate City officials pursuant to the provisions of this Ordinance.
 - (ii) Copies of any agreements required providing for the proper and continuous operation, maintenance, and supervision of any facilities that are of common use or benefit which cannot be satisfactorily maintained, or which have been rejected for operation and/or maintenance, by an existing public agency shall be executed.
 - (2) City staff shall, upon determination that all provisions of this Ordinance have been satisfied, and all the above conditions have been met, obtain signatures certifying Final Plat approval by the Chairperson of the Commission, as attested to by the Commission Secretary.
 - (3) Once the original Final Plat has been certified by the Chairperson of the Commission, City staff shall notify the developer that the original, signed Final Plat is ready ~~for to be recorded~~reproduction.
 - (4) The ~~City developer~~ shall make arrangements ~~to order two (2) photographic mylar copies if the subdivision is located in one county, or three (3) photographic mylar copies if the subdivision is located in two counties, of the original, signed Final Plat, at the developer's expense, prior to recordation. The developer shall also make arrangements~~ to have the Final Plat filed for recordation at the developer's expense in the Official County Records at the appropriate county offices.
 - (5) If the land area represented by the subdivision is located outside the corporate limits of the City on the date of its filing for recordation with the Official County Records, then it must be approved by the Commissioners Court of the County prior to recordation unless an agreement between the City and County stipulates differently. It shall be the responsibility of the developer to be familiar with the process, procedures, and requirements necessary to secure County approval. Such approval shall be evidenced by the signature of the statement of certification by the County Judge.
 - (6) After the Plat is filed for recordation, the ~~City shall obtain official scanned copies of the recorded final plat. developer shall return one (1) photographic mylar copy of the original, signed Final Plat to the City Planning Department showing the applicable recording information.~~ The City shall not issue final address Plats or permits for lots within the subdivision until the Final Plat has been recorded, the developer has paid the county recordation fee, and the ~~developer scan of the recorded plat is received. delivers the photographic mylars to the City.~~
 - (7) ~~The City shall retain one (1) photographic mylar copy of the original signed Final Plat on file as public record.~~
-

SECTION 25. AMENDED FINAL PLAT

- (j) **Responsibility.** Notwithstanding the approval of any Amended Plat by the ~~City Planning Director~~Engineer, the developer and the engineer that prepares and submits such Plats shall be and remain responsible for the adequacy of the design and nothing in this Ordinance shall be deemed or construed to relieve or waive the responsibility of

the developer or his/her engineer for or with respect to any Plat submitted.

SECTION 26. SHORT FORM FINAL PLAT

- (c) **Content.** The content of the Short Form Final Plat shall correspond with the content for Final Plats as required by this Ordinance, except that:
- (1) Construction Plans may not be required.
 - (2) The City may permit omission of any informational requirements that are determined by the City to place an excessive burden on the applicant, including, but not limited to contours, centerlines of existing watercourses, etc.
 - (3) The City shall require the following note on the Final Plat: This subdivision is subject to all general notes and restrictions appearing on the Plat of _____, Lot(s) _____, recorded at ~~Cabinet~~ Instrument Number _____, Slide _____ of Plat Records of _____ County, Texas.
- (d) **Procedure.** The procedure for review and approval of a Short Form Final Plat shall follow the procedure for Final Plats, except that:
- (1) The Short Form Final Plat may be submitted without approval of a Concept Plan, Preliminary Plat or Construction Plans. The Plat, prepared by a surveyor, and engineer if required, and bearing their seals shall be submitted to the Commission for approval before recordation of the Plat.
 - (2) Legible prints, as indicated on the application form shall be submitted at least thirty (30) days prior to the regular meeting of the Commission along with all information required by the most recent application/checklist and the following:
 - (i) Completed application forms and the payment of all required fees.
 - (ii) ~~Two (2) e~~Copies of the deed restrictions or covenants, if such documents are to be used. These shall be filed for record in conjunction with the filing of the Plat.
 - (iii) Certification from all applicable taxing authorities that all taxes due on the property have been paid.
 - (iv) Notification materials as required herein.
 - (v) A petition requesting annexation, if applicable.
 - (vi) Any attendant documents needed to supplement the information provided on the Plat.

SECTION 28. ASSURANCES FOR COMPLETION OF IMPROVEMENTS

- (g) **Inspection and Acceptance of Improvements.** The City Engineer shall inspect all required improvements, to insure compliance with City requirements and the approved Construction Plans.
- (1) When all required improvements have been satisfactorily completed, the City Engineer shall either
 - (i) accept, in writing, the improvements as having been satisfactorily completed, or
 - (ii) issue a punch list to the developer denoting items remaining to be completed.
 - (2) The City Engineer shall have ten (10) working days to complete this inspection upon notification by the developer.
 - (3) The City Engineer shall issue the report within ten (10) working days of the date of inspection.
 - (4) The City shall not accept dedications of required improvements, nor release or reduce a performance bond or other assurance, until such time it is determined that:
 - (i) All improvements have been satisfactorily completed.
 - (ii) ~~Three~~Two (32) copies of record drawings have been submitted to and approved by the City Engineer, along with a statement prepared by a licensed professional engineer that all improvements have

been installed and constructed in accordance with the submitted record drawings; provided that applicants subdividing property in the Wholesale Wastewater Service Areas shall submit ~~four~~three (43) copies of such record drawings.

- (iii) Copies of all inspection reports, shop drawings and certified test results of construction materials have been submitted to and approved by the City Engineer.
- (iv) Digital files containing computed generated drawings of all public improvements shown on the Construction Plans, and all lot lines shown on the Final Plat, have been submitted to the City Engineer to update City record drawings.
- (v) ~~Three~~One (31) ~~copies of~~ Maintenance bonds meeting the requirements of this Ordinance have been provided.
- (vi) An affidavit of all bills paid and a release of liens have been provided.
- (vii) Any and all other requirements identified in the Final Plat process have been satisfied.
- (viii) Digital file containing computer generated drawings of all public improvements shown on the Construction Plans, and all lot lines shown on the Final Plat, have been submitted to the City Engineer to update City record drawings.
- (ix) A fiscal surety meeting the requirements of Section 48 (f), if required by that Section.

ARTICLE III. DESIGN STANDARDS FOR IMPROVEMENTS

SECTION 46. EASEMENTS

(a) The developer shall dedicate easements that allow approved lots within the subdivision to have access to all public utilities. Where necessary to adequately serve the addition or subdivision with public utilities, easements shall be dedicated for all public utilities including water lines, reuse water lines, wastewater lines, and stormwater drainage facilities and associated appurtenances. Such easements shall be shown on the plat as deemed necessary by the City Engineer, Planning Director, and/or Commission. Easements shall be dedicated according to the requirements delineated in the application and checklists.

~~(a)~~(b) All existing and proposed easements, safety lanes, and rights-of-way shall be clearly indicated on the Plat or Plan, as well as an indication to the use of each easement or right-of-way.

~~(b)~~(c) No permanent structure may be placed in or over any easement or right-of-way except a structure whose use and location are necessary to the designated use of the right-of-way or easement or which otherwise will not affect the use, maintenance or repair of such easement.

~~(c)~~(d) The width and alignment of all easements or rights-of-way to be dedicated shall be determined by the City Engineer, any applicable utility provider and the Commission, and approved by the Commission, and shall be accompanied by a notarized statement of dedication on the Plat. Such easements shall, at a minimum, include a ten foot public utility easement dedicated immediately adjacent to all street rights-of-way.

~~(d)~~(e) Easements shall be established and dedicated for all public utility and drainage appurtenances, including common access areas, and other public uses requiring dedication of property rights.

~~(e)~~(f) In so far as practicable, easements shall not be centered on a property line, but shall be located entirely on one (1) side of a lot.

~~(f)~~(g) The City Manager is authorized to sign approval and acceptance of easements granted outside of the subdivision platting process that have been reviewed and approved by the City Engineer and that are granted using a form substantially similar to the form approved by the City Attorney.

SECTION 49. BUFFER ZONES

Buffer Zones are intended to protect waterways and aquatic resources from the short and long term impacts of Development activities.

- (a) **Buffer Zones in Travis County.** Buffer Zones located in Travis County shall comply with the Lower Colorado River Authority (LCRA) Highland Lakes Watershed Ordinance and shall remain free of construction, Development, or other alterations except for utility and roadway crossings, low impact park development, and storm water detention structures. The number of crossings through Buffer Zones shall be minimized according to the guidance located in the Highland Lakes Watershed Ordinance Water Quality Management Technical Manual. Storm water treatment facilities, golf courses, septic systems or wastewater irrigation may not be located in the Buffer Zone. Storm water discharge from the Development shall be dispersed into overland patterns before reaching the Buffer Zone. In the event of a conflict between the requirements of Section 49(a) and the LCRA Highland Lakes Watershed Ordinance, the more restrictive shall control. A developer will elect to develop in accordance with one of the following Buffer Zone options:

(1) **Option 1: Buffer Zones**

- (i) Creeks, rivers, or natural drainage ways draining less than 40 acres but more than five acres, excluding roadside swales, shall have a minimum Buffer Zone width of 25 feet from the centerline of the Creek or swale.
- (ii) Creeks, rivers, or natural drainage ways draining less than 128 acres but more than 40 acres shall have a minimum Buffer Zone width of 75 feet from the centerline of the Creek or swale.
- (iii) Creeks, rivers, or natural drainage ways draining less than 320 acres but more than 128 acres shall have a minimum Buffer Zone width of 100 feet from the centerline of the Creek or swale.
- (iv) Creeks, rivers, or natural drainage ways draining less than 640 acres but more than 320 acres shall have a minimum Buffer Zone width of 200 feet from the centerline of the Creek or swale.
- (v) Creeks, rivers, or natural drainage ways draining 640 acres or greater shall have a minimum Buffer Zone width of 300 feet from the centerline of the Creek or swale.

(2) **Option 2: Floodplain Buffer Zone**

- (i) For creeks, rivers, or natural drainage ways draining less than 40 square miles but more than five acres, excluding road side swales, the Buffer Zone shall extend a minimum of 25 feet from the 100-year floodplain boundary paralleling each side of the creek or swale. The 100-year floodplain shall be based on the fully developed conditions as approved by LCRA.
- (ii) For creeks, rivers, or natural drainage ways draining more than 40 square miles, the Buffer Zone shall be considered equal to the 100-year floodplain as designated by Federal Emergency Management Agency or by an engineered floodplain study approved by the City Leander.

- (b) **Buffer Zones in Williamson County.** Buffer Zones located in Williamson County shall remain free of construction, Development, or other alterations except for utility and roadway crossings, low impact park development, trails, wastewater interceptors, storm water detention structures, and regional water quality facilities. Water quality treatment facilities, golf courses, septic systems, or wastewater irrigation disposal systems may not be located in the Buffer Zone. Water quality treatment facility discharges from the Development shall be dispersed into overland patterns before reaching the Buffer Zone. A developer will elect to develop in accordance with one of the following Buffer Zone options:

(1) **Option 1: Buffer Zones**

- (i) Creeks, rivers, or natural drainage ways draining less than 128 acres but more than 64 acres shall have a minimum Buffer Zone width of 50 feet from the centerline of the creek or swale.
- (ii) Creeks, rivers, or natural drainage ways draining less than 320 acres but more than 128 acres shall have a minimum Buffer Zone width of 75 feet from the centerline of the creek or swale.
- (iii) Creeks, rivers, or natural drainage ways draining more than 320 acres shall have a minimum Buffer Zone width of 100 feet from the centerline of the creek or swale.

(2) **Option 2: Floodplain Buffer Zone**

- (i) For creeks, rivers, or natural drainage ways draining more than 64 acres, the Buffer Zone shall be considered equal to the 100-year floodplain as designated by Federal Emergency Management Agency or by an engineered floodplain study approved by City of Leander.

(c) In no case shall the Buffer Zones be less restrictive than the 100 year floodplain as depicted from the best available base floodplain model to date using the rainfall data as approved by the City as part of the plan review process.

Any revision to the base hydraulic model must be supported with adequate data/information; and must be discussed with city Engineering staff. Such floodplain analysis shall be approved by the city as part of the plan review process.

In case the latest hydraulic model is not available, the city's floodplain administrator shall approve any proposed method for the determination of special flood hazard area boundaries. The floodplain analysis and modelling for such method shall be submitted, reviewed and approved as part of the plan review process.

(d) The Director of Planning and City Engineer may approve minor deviations from the requirements of this Section for Buffer Zones only in Williamson County; provided that the Director of Planning and the City Engineer may also approve minor deviations from the requirements of Section 49 for Buffer Zones in Travis County that do not result in a requirement that is less restrictive than the LCRA Highland Lakes Watershed Ordinance. A minor deviation is a decrease or adjustment, including buffer zone averaging, in the Buffer Zone requirements contained in this Section that will result in the adjusted buffer zone boundary continuing to meet the intent and purpose of the regulations in this Section. The decision of the Director of Planning and City Engineer may be appealed to the City Council in writing within ten business days of their decision.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF ARTICLE 10.02, EXHIBIT A, 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; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the Planning & Zoning Commission held a public hearing on the proposed amendments to Chapter 10, Article 10.02, Section 10.02.001, Exhibit A, Leander Code of Ordinances (the “Subdivision Ordinance”); and forwarded its recommendation on the amendments to the City Council; and

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

WHEREAS, regarding the requirements for phasing of subdivisions are provided herein, such requirements addressing the timing of review of phases of the subdivision and constructing phases in accordance with their sequence are reasonable and necessary for the orderly construction of subdivisions and to avoid issues associated with orderly extension of utilities and orderly construction of the subdivision between phases that have arisen from nonsequential review and construction of phases;

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

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

SECTION 2. Amendment of Article I, Section 1. Article I, Section 1 of the Subdivision Ordinance is amended by adding the following definitions:

Due Diligence Report means a report that provides details of a property including zoning, future land use categories, utilities, subdivision requirements, and other similar information. This report may be requested in lieu of a Pre-Development Meeting.

Executive Director of Development Services means the person appointed by the City Manager to oversee the Development Services Department and serve as the Planning Director.

Greenbelt means a series of connected open spaces that may follow natural features such as creeks or streams.

Lot Area means the area contained within the boundary lines of a lot, excluding any street, easement for street purposes, or street right-of-way.

Lot, Flag means a lot resulting from a division of a tract of land that, before its division, did not have sufficient width on a street to create more than one lot abutting said street but had sufficient area and depth to be divided into more than one buildable lot.

Parent Tract means the tract or parcel of land from which the property being platted is derived.

Phasing Plan means the Development Phasing Plan for the development of a subdivision that provides the timing of each phase or subsection approved in accordance with Article 13.12 of the Code, and that includes the number of lots and the infrastructure to be completed in each phase, and any other information required by Article 13.12 of the Code.

Pre-Development Meeting means a meeting with city staff to help familiarize the applicant with applicable codes and regulations. The Director of Planning may waive this requirement if they deem that the meeting is not necessary. A Due Diligence Report may be prepared in lieu of a Pre-Development Meeting.

Private Street means a street that is not dedicated to the public for maintenance, operation or ownership. It is owned and maintained by either a Homeowners' Association for residential developments or Property Owners' Association for nonresidential developments.

Replat means to re-subdivide all or any part of a recorded plat, which does not require the vacation of the entire preceding plat.

Right-of-Way (ROW) means a strip of land acquired by dedication, prescription, or condemnation and intended to be occupied by a street, trail, water line, wastewater line, and/or other public utilities or facilities.

Roadway means the paved area of a street between the face of the curb lines, including the driving, parking, and bicycle lanes.

SECTION 3. Amendment of Article I, Section 1. Article I, Section 1 of the Subdivision Ordinance is amended by removing the following definitions:

A Street means streets that provide the highest level of pedestrian amenities and are intended to provide a walkable connection between commercial and residential uses. Type A streets prohibit parking between the building façade and the public right-of-way. A continuous building frontage is required on A Streets, and may only be broken by a street, pedestrian passage, courtyard or similar feature approved by the Director of Planning. For phased building construction within a block, a screen wall or landscape hedge shall be constructed at the building frontage line prior to building construction. A map identifying the different street types shall be maintained and kept on file with the Planning Department.

B Street means streets that are more automobile-oriented, but still provide pedestrian amenities and limit the amount of surface parking between buildings and the street. A continuous building frontage is required on B Streets, and may only be broken by a street, pedestrian passage, courtyard or similar feature approved by the Director or Planning. For phased building construction within a block, a screen wall or landscape hedge shall be constructed at the building frontage line prior to building construction. Surface parking consisting of no more than one drive aisle with head-in parking spaces on each side of the drive aisle are permitted between the building and the right-of-way for B Streets. All collector streets shall be classified as B Streets unless designated otherwise on the A, B, & C Streets Map. A map identifying the different street types shall be maintained and kept on file with the Planning Department.

Backage Road means a road that runs parallel to or alongside an arterial street that provides the main point of access to property.

C Street means streets that are the most automobile-oriented and provide for significant amounts of surface parking between buildings and the public right-of-way. A map identifying the different street types shall be maintained and kept on file with the Planning Department.

Comprehensive Plan means the overall development plan for the community which has been officially adopted and updated from time to time to provide long-range development policies including all specified individual elements thereof among which are the plans for land intensities; land subdivision; circulation; and community facilities, utilities and services.

SECTION 4. Amendment of Article I, Section 1. Article I, Section 1 of the Subdivision Ordinance is amended by modifying the following definitions to read as follows:

Caliper means the trunk diameter of a tree at four (4) feet above natural grade for existing trees for the purposes of a tree survey. Caliper means trunk diameter of a tree at twelve (12”) inches above natural grade for newly planted trees.

Comprehensive Plan means the City’s comprehensive plan adopted pursuant to Chapter 213, Texas Local Government Code and Sections 10.02 and 10.03 of the City Charter. The plan includes the overall development plan for the community which provides long-range development policies including all specified individual elements thereof among which are the plans for land intensities; land subdivision; circulation; and community facilities, utilities and services.

County means, with respect to land located in Williamson County, Williamson County, Texas; and, with respect to land located within Travis County, Texas.

Floodplain means channel of a waterway and the adjacent land area subject to inundation during the design storm.

SECTION 5. Amendment of the term “Flood Plain”. The term “flood plain” wherever it appears in the Subdivision Ordinance shall be modified to appear as “Floodplain”.

SECTION 6. Amendment of Article I, Section 8. Article I, Section 8 of the Subdivision Ordinance is hereby amended by adding Section 8(e) and renumbering the existing subsection (e) to be subsection (f).

- (e) A tract of land may not be served or connected with City utilities unless a plat has been approved and recorded for said tract of land, nor shall the City have any obligation to extend utility service to any parcel created in violation of this code.

SECTION 7. Amendment of Article II, Section 20(c). Article II, Section 20(c) of Subdivision Ordinance is hereby amended in its entirety to read as follows:

- (c) **Pre-Development Meeting.** The applicant is required to attend a pre-development meeting with city staff to help familiarize the applicant with applicable codes and regulations. The Director of Planning may waive this requirement if they deem that the meeting is not necessary. A Due Diligence Report may be prepared in lieu of a Pre-Development Meeting.

SECTION 8. Amendment of Article II, Section 20(d). Article II, Section 20(d) of Subdivision Ordinance is hereby in its entirety to read as follows:

- (d) General Subdivision Process; Phasing.
 - (i) Generally, the subdivision process is comprised of four (4) individual steps, consisting of the Concept Plan, the Preliminary Plat, Construction Plans, and the Final Plat. Each step of the development process has established deadlines and expirations that must be met in order for the application and any approval(s) granted to remain valid, in effect and eligible to continue to the next step of, or to complete, the development process. Compliance with each such established deadline constitutes a separate required performance and approval.

- (ii) Phasing Plan.
 - a) A subdivision is required to be phased if it includes more than thirty (30) lots or units. The proposed Phasing Plan is required to be submitted and approved prior to or concurrently with the Concept Plan. If an applicant wishes to amend an approved phasing plan after approval at the Concept Plan stage, the applicant is required to submit and receive approval of the Phasing Plan amendment prior to or concurrently with the Preliminary Plan. Article 13.12 of the Code governs the requirements for a Phasing Plan and procedure for review and approval.
- (iii) Impact of the Phasing Plan on the Sequence of Preliminary Plat and Construction Plan Applications.
 - a) If an applicant applies for a preliminary plat for less than the entire property shown in the Concept Plan, the preliminary plat for each phase may not be reviewed concurrently and the preliminary plan applications must contain the property shown in each phase of the approved Phasing Plan and be submitted in the order shown on the approved Phasing Plan.
 - b) Construction Plans for each phase shall be submitted in accordance with the phasing shown on the approved Phasing Plan and may not be reviewed concurrently. The infrastructure in an approved Construction Plan for a particular phase set must be completed and accepted by the City before the applicant may commence construction on another phase of the subdivision.

SECTION 9. Amendment of Article II, Section 20(g). Article II, Section 20(g) of Subdivision Ordinance is hereby in its entirety to read as follows:

(g) Application Completeness Review.

- (1) City staff shall review all applications, for completeness and either accept the application as complete or reject the application and provide the applicant with written notice of rejection that specifies the reasons for rejection within ten (10) business days of the date the application is submitted. An application will be considered complete if it is submitted in the required form and in accordance the sequencing required in the Phasing Plan and Section 20(d)(iii), includes all information and documents required in the application, and is accompanied by the applicable fees. All applications shall also include a list of any requested variance from the ordinance. Resubmittal Applications are also subject to Section 20(h). An application that is not complete, does not include the information or documents required in the application, or is not accompanied by the applicable fees may not be accepted by the City. If the application is determined to be incomplete, the Director of Planning shall provide written notice of the rejection of the application that includes a description of the application's deficiencies. No further processing of the application will occur until the deficiencies are corrected.

- (2) In addition to the items required on the Construction Plan application and checklist, the following must be reviewed and approved prior to the submittal of the Construction Plan application and submitted with the application in order for it to be accepted as complete, unless the City Engineer or Director of Planning determines that one of the items is either not needed or may be reviewed concurrently to process the Construction Plan Application:
 - (i) Lift station report
 - (ii) Water and wastewater capacity analysis
 - (iii) Drainage study

SECTION 10. Amendment of Article II, Section 21 (a)(1)&(2). Article II, Section 21 (a) (1) & (2) of the Subdivision Ordinance are hereby amended in their entirety to read as follows:

- (a) **Purpose.** The purpose of the Concept Plan is to demonstrate conformance with the Comprehensive Plan, compatibility of the proposed development with this and other applicable City ordinances, and the coordination of improvements within and among individually platted parcels, sections, or phases of a development, prior to the consideration of a Preliminary Plat unless otherwise identified in this ordinance.

- (1) A Concept Plan shall be required for all subdivisions of land, except as otherwise provided for in this Ordinance for Short Form Final Plats. The Developer shall submit a Concept Plan prior to a preliminary plat for approval when the proposed subdivision includes any of the following:

- (i) A new road network; or
- (ii) More than fifteen (15) lots; or
- (iii) More than thirty (30) acres.

When a Concept Plan does not meet the above criteria, it may be submitted for concurrent review with the Preliminary Plat when the Alternative Review Process is selected.

- (2) The Concept Plan shall include the Parent Tract to ensure the orderly planning of streets, utilities, drainage, and other public facilities. The Concept Plan shall also include all adjacent and contiguous land, owned or controlled by the developer or the person, firm or corporation that sold the tract being developed.

SECTION 11. Amendment of Article II, Section 21 (c)(16), (17), (18), & (19). Article II, Section 21 (c) (16), (17), (18), and (19) of the Subdivision Ordinance are hereby amended in their entirety to read as follows:

- (16) A proposed or approved Phasing Plan for the development of future sections.
- (17) A park plan in conformance with this ordinance including all land proposed for dedication, all proposed park facilities, and calculations or other information indicating compliance with park requirements.
- (18) Any information required by the most recent City concept plan application/checklist.
- (19) For Resubmittal Applications, in addition to containing the information and documents required by this subsection (c), a transmittal letter that describes how

each reason for disapproval of the Concept Plan is being remedied or how each condition of a conditional approval is being satisfied, as applicable, and identifying the location in the Concept Plan application where each remedy or response to a condition can be found. The transmittal letter shall further identify whether any other changes to the application have been made other than those necessary to respond to the reasons for disapproval.

SECTION 12. Amendment of Article II, Section 21(f). Article II, Section 21(f) of Subdivision Ordinance is hereby amended to add section (f)(6) to read as follows:

- (6) The Commission and Council shall approve the Concept Plan if it conforms with the requirements of this Code, the Comprehensive Plan, the Composite Zoning Ordinance, and the Texas Local Government Code while taking into account access to and extension of the City water system, reuse water system (if applicable), wastewater system, and stormwater drainage facilities.

SECTION 13. Amendment of Article II, Section 22(a). Article II, Section 23(a) of Subdivision Ordinance are hereby amended in its entirety to read as follows:

- (a) **Purpose.** The Preliminary Plat provides detailed graphic information and associated text indicating property boundaries, easements, land use, streets, utilities, drainage, and other information required to evaluate proposed subdivisions of land. A Preliminary Plat shall be required for any subdivision of land, except as otherwise provided for in this Ordinance, subsequent to Concept Plan approval or concurrently if the subdivision meets the criteria in Section 21 of this ordinance.

SECTION 14. Amendment of Article II, Section 22(c)(1). Article II, Section 22(c)(1) of Subdivision Ordinance is hereby amended in its entirety to read as follows:

- (1) Concept Plan and Phasing.
 - (i) Provide either the concept plan proposed for concurrent review; or the approved concept plan.
 - (ii) The approved Phasing Plan and the proposed amended Phasing Plan, if an amendment is sought.
 - (iii) If an applicant applies for a preliminary plat for less than the entire property shown in the Concept Plan, verification that the preliminary plan application contains the property shown the approved Phasing Plan for the particular phase for which the preliminary plan is submitted and that the preliminary plan is submitted in the order shown on the approved Phasing Plan.

SECTION 15. Amendment of Article II, Section 22(c)(4). Article II, Section 22(c)(4) of Subdivision Ordinance is hereby amended to remove (viii) and renumber the remainder of the section accordingly.

SECTION 16. Amendment of Article II, Section 22(h). Article II, Section 22(h) of the Subdivision Ordinance is hereby amended by amended in its entirety to read as follows:

(h) Application Expiration.

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

SECTION 17. Amendment of Article II, Section 22(i). Article II, Section 22(i) of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

(i) Approval Expiration.

- (1) The approval of a Preliminary Plat shall expire two (2) years after the filing date unless:
 - (a) Corresponding Construction Plans and/or Final Plats on all, or a portion of, the land approved on the Preliminary Plat are filed, and, if necessary, additional Construction Plans and/or Final Plats are filed in not greater than two year intervals until all of the land within the Preliminary Plat has approved Construction Plans and Final Plats; provided that approval of all such Construction Plans and Final Plats are obtained within seven (7) years of the filing date of the Preliminary Plat; or
 - (b) An extension is granted by the Commission in accordance with this Ordinance; provided that in no event shall an extension be granted that exceeds nine (9) years after the filing date.
- (2) When a Concept Plan application is submitted and approved concurrently with a Preliminary Plat application, the approval of the Concept Plan shall expire when the approval of the Preliminary Plat expires under Section 22(i)(1).

SECTION 18. Amendment of Article II, Section 23(c). Article II, Section 23(c) of the Subdivision Ordinance are hereby amended in its entirety to read as follows:

- (c) **Content.** Construction Plans shall include all on and off-site improvements required to serve the proposed development as indicated on the approved Preliminary Plat and in compliance with applicable ordinances, codes, standards and policies of the City, and other applicable governmental entities. All Construction Plans shall be signed and sealed by a licensed professional engineer, licensed to practice in the State of Texas, include all information required by the most recent application/checklist, and shall contain or have attached thereto:
- (1) Cover Sheet.
 - (i) The appropriate project name, date, and the name, addresses and phone numbers of the developer, engineer and surveyor, etc.
 - (ii) A location map showing the relation of the subdivision to streets and other prominent features in all directions for a radius of at least one (1) mile using a scale of one inch equals two thousand feet (1" = 2,000'). The latest edition of the USGS 7.5 minute quadrangle map is recommended.
 - (2) Street and Roadway Systems:
 - (i) The horizontal layouts and alignments showing geometric data and other pertinent design details. The horizontal layout shall also show the direction of storm water flow and the location of manholes, inlets and special structures;
 - (ii) Vertical layouts and alignments showing existing and proposed center line, right and left right-of-way line elevations along each proposed roadway.
 - (iii) An analysis of vertical sight distance for proposed street intersections in accordance with the Transportation Criteria Manual.
 - (iv) Typical right-of-way cross sections showing pertinent design details and elevations as prescribed in the City Standard Details and Specifications;
 - (v) Typical paving sections showing right-of-way width, lane widths, median widths, shoulder widths, and pavement recommendations;
 - (vi) Attendant documents containing any additional information required to evaluate the proposed roadway improvements, including geotechnical information and traffic impact studies; and
 - (3) Drainage Improvements:
 - (i) Detailed design of all drainage facilities as indicated in the Preliminary Plat phase, including typical channel or paving section, storm sewers and other storm water control facilities.
 - (ii) Typical channel cross-sections, plan and profile drawings of every conduit/channel shall be shown.
 - (iii) Existing and proposed topographic conditions indicating one (1) foot contour intervals for slopes less than 5%, two (2) foot contour intervals for slopes between 5% and 10%, and five (5) foot contour

intervals for slopes exceeding 10%, and referenced to a United States Geological Survey or Coastal and Geodetic Survey bench mark or monument.

- (iv) Attendant documents containing design computations in accordance with this Ordinance, and any additional information required to evaluate the proposed drainage improvements.
 - (v) A copy of the complete application for flood plain map amendment or revision, as required by the Federal Emergency Management Agency (FEMA), if applicable.
- (4) Erosion and Sedimentation Controls:
 - (i) Proposed fill or other structure elevating techniques, levees, channel modifications and detention facilities.
 - (ii) Existing and proposed topographic conditions with vertical intervals not greater than one (1) foot referenced to a United States Geological Survey or Coastal and Geodetic Survey bench mark or monument.
 - (iii) The location, size, and character of all temporary and permanent erosion and sediment control facilities with specifications detailing all on-site erosion control measures which will be established and maintained during all periods of development and construction.
 - (iv) Contractor staging areas, vehicle access areas, temporary and permanent spoils storage areas.
 - (v) A plan for restoration for the mitigation of erosion in all areas disturbed during construction.
- (5) Water Distribution Systems:
 - (i) The layout, size and specific location of the existing and proposed water mains, pump stations, storage tanks and other related structures sufficient to serve the proposed land uses and development as identified in the Preliminary Plat phase and in accordance with the City Standard Details and Specifications.
 - (ii) The existing and proposed location of fire hydrants, valves, meters and other fittings.
 - (iii) Design details showing the connection with the existing City water system.
 - (iv) The specific location and size of all water service connections for each individual lot.
 - (v) Attendant documents containing any additional information required to evaluate the proposed water distribution system.
- (6) Wastewater Collection Systems:
 - (i) The layout, size and specific location of the existing and proposed wastewater lines, manholes, lift stations, and other related structures sufficient to serve the land uses and development as identified in the Preliminary Plat phase, in accordance with all current City standards, specifications, and criteria for construction of wastewater systems.

- (ii) Plan and profile drawings for each line in public right-of-ways or public utility easements, showing existing ground level elevation at center line of pipe, pipe size and flow line elevation at all bends, drops, turns, and station numbers at fifty (50) foot intervals.
 - (iii) Design details for manholes and special structures. Flow line elevations shall be shown at every point where the line enters or leaves the manholes.
 - (iv) Detailed design for lift stations, package plants or other special wastewater structures.
 - (v) Attendant documents containing any additional information required to evaluate the proposed wastewater system, and complete an application for State Health Department approval.
- (7) Fill Material Storage. The location of the fill material pile, which must comply with Section 48 of this Ordinance.
- (8) Street Lighting. The location, size, type and description of street lights according to City Standard Details and Specifications.
- (9) Street Signs. The location, size, type and description of street signs according to City Standard Details and Specifications.
- (10) Speed Limit Signs and Permanent Traffic Barricades. The location, size (where applicable), and type of speed limit signs and permanent traffic barricades according to City Standard Details and Specifications.
- (11) Sidewalks. The location, size and type of sidewalks and pedestrian ramps according to City Standard Details and Specification.
- (12) Improvements for Parks and other Public and Common Areas - as identified and/or approved on the Preliminary Plat.
- (13) The location, size and description of all Significant Trees (to remain and to be removed), and Replacement Trees to meet the requirements of this Ordinance.
- (14) Landscaping and Screening. The location, size and description of all landscaping and screening materials as required by the Composite Zoning Ordinance.
- (15) Street Trees. The location and species of all proposed street trees on every street in accordance with all current City standards, specifications and criteria for the installation of street trees.
- (16) Design Criteria. Final design criteria, reports, calculations, and all other related computations, if not previously submitted with the Preliminary Plat.
- (17) Cost Estimates. A cost estimate of each required improvement, prepared, signed and sealed by a professional engineer licensed to practice in the State of Texas.
- (18) Dry Utility Plan. A plan demonstrating the location of the proposed dry utilities.
- (19) Compliance with Phasing Plan. Verification that the construction plans are submitted in accordance with the phasing shown on the approved Phasing Plan.
- (20) For Resubmittal Applications, in addition to containing the information and documents required by this subsection (c), a transmittal letter that describes

how each reason for disapproval of the Construction Plans are being remedied or how each condition of a conditional approval is being satisfied, as applicable, and identifying the location in the Construction Plan application where each remedy or response to a condition can be found. The transmittal letter shall further identify whether any other changes to the application have been made other than those necessary to respond to the reasons for disapproval.

SECTION 19. Amendment of Article II, Section 23(e)(2). Section 23(e)(2) of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

(2) If Construction Plans are approved, then the Director of Planning, City Engineer, Director of Public Works, Director of Parks and Recreation, and the Fire Marshal shall sign the cover sheet of the Construction Plans and a pre-construction meeting shall be scheduled. A construction plan permit shall be signed and issued during the pre-construction meeting after completion and acceptance by the City of the improvements for any prior phase of the subdivision. A signed copy of the plans shall be returned to the applicant and a copy shall be retained for City records.

SECTION 20. Amendment of Article II, Section 24(j). Article II, Section 24(j) of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

(j) **Recordation.**

- (1) Prior to the recordation of the Final Plat:
 - (i) The Final Plat shall have been approved by the Commission and signed by the appropriate City officials pursuant to the provisions of this Ordinance.
 - (ii) Copies of any agreements required providing for the proper and continuous operation, maintenance, and supervision of any facilities that are of common use or benefit which cannot be satisfactorily maintained, or which have been rejected for operation and/or maintenance, by an existing public agency shall be executed.
- (2) City staff shall, upon determination that all provisions of this Ordinance have been satisfied, and all the above conditions have been met, obtain signatures certifying Final Plat approval by the Chairperson of the Commission, as attested to by the Commission Secretary.
- (3) Once the original Final Plat has been certified by the Chairperson of the Commission, City staff shall notify the developer that the original, signed Final Plat is ready to be recorded.
- (4) The City shall make arrangements to have the Final Plat filed for recordation at the developer's expense in the Official County Records at the appropriate county offices.
- (5) If the land area represented by the subdivision is located outside the corporate limits of the City on the date of its filing for recordation with the Official County Records, then it must be approved by the Commissioners

Court of the County prior to recordation unless an agreement between the City and County stipulates differently. It shall be the responsibility of the developer to be familiar with the process, procedures, and requirements necessary to secure County approval. Such approval shall be evidenced by the signature of the statement of certification by the County Judge.

- (6) After the Plat is filed for recordation, the City shall obtain official scanned copies of the recorded final plat. The City shall not issue final address Plats or permits for lots within the subdivision until the Final Plat has been recorded, the developer has paid the county recordation fee, and the scan of the recorded plat is received.

SECTION 21. Amendment of Article II, Section 25(j). Article II, Section 25(j) of the Subdivision Ordinance is hereby amended in its entirety as follows:

- (j) **Responsibility.** Notwithstanding the approval of any Amended Plat by the Planning Director, the developer and the engineer that prepares and submits such Plats shall be and remain responsible for the adequacy of the design and nothing in this Ordinance shall be deemed or construed to relieve or waive the responsibility of the developer or his/her engineer for or with respect to any Plat submitted.

SECTION 22. Amendment of Article II, Section 26(c). Article II, Sections 26(c) of the Subdivision Ordinance are hereby amended in its entirety to read as follows:

- (c) **Content.** The content of the Short Form Final Plat shall correspond with the content for Final Plats as required by this Ordinance, except that:
 - (1) Construction Plans may not be required.
 - (2) The City may permit omission of any informational requirements that are determined by the City to place an excessive burden on the applicant, including, but not limited to contours, centerlines of existing watercourses, etc.
 - (3) The City shall require the following note on the Final Plat: This subdivision is subject to all general notes and restrictions appearing on the Plat of _____, Lot(s) _____, recorded at Instrument Number _____ of Plat Records of _____ County, Texas.

SECTION 23. Amendment of Article II, Section 26(d). Article II, Section 26(d) of the Subdivision Ordinance are hereby amended in its entirety to read as follows:

- (d) **Procedure.** The procedure for review and approval of a Short Form Final Plat shall follow the procedure for Final Plats, except that:
 - (1) The Short Form Final Plat may be submitted without approval of a Concept Plan, Preliminary Plat or Construction Plans. The Plat, prepared by a surveyor, and engineer if required, and bearing their seals shall be submitted to the Commission for approval before recordation of the Plat.

- (2) Legible prints, as indicated on the application form shall be submitted at least thirty (30) days prior to the regular meeting of the Commission along with all information required by the most recent application/checklist and the following:
- (i) Completed application forms and the payment of all required fees.
 - (ii) Copy of the deed restrictions or covenants, if such documents are to be used. These shall be filed for record in conjunction with the filing of the Plat.
 - (iii) Certification from all applicable taxing authorities that all taxes due on the property have been paid.
 - (iv) Notification materials as required herein.
 - (v) A petition requesting annexation, if applicable.
 - (vi) Any attendant documents needed to supplement the information provided on the Plat.

SECTION 24. Amendment of Article III, Section 46. Article II, Section 46 of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

SECTION 46. EASEMENTS

- (a) The developer shall dedicate easements that allow approved lots within the subdivision to have access to all public utilities. Where necessary to adequately serve the addition or subdivision with public utilities, easements shall be dedicated for all public utilities including water lines, reuse water lines, wastewater lines, and stormwater drainage facilities and associated appurtenances. Such easements shall be provided as deemed necessary by the Commission. Easements shall be dedicated according to the requirements delineated in the application and checklists.
- (b) All existing and proposed easements, safety lanes, and rights-of-way shall be clearly indicated on the Plat or Plan, as well as an indication to the use of each easement or right-of-way.
- (c) No permanent structure may be placed in or over any easement or right-of-way except a structure whose use and location are necessary to the designated use of the right-of-way or easement or which otherwise will not affect the use, maintenance or repair of such easement.
- (d) The width and alignment of all easements or rights-of-way to be dedicated shall be determined by the City Engineer, any applicable utility provider and the Commission, and approved by the Commission, and shall be accompanied by a notarized statement of dedication on the Plat. Such easements shall, at a minimum, include a ten-foot public utility easement dedicated immediately adjacent to all street rights-of-way.
- (e) Easements shall be established and dedicated for all public utility and drainage appurtenances, including common access areas, and other public uses requiring dedication of property rights.
- (f) In so far as practicable, easements shall not be centered on a property line, but shall be located entirely on one (1) side of a lot.
- (g) The City Manager is authorized to sign approval and acceptance of easements granted outside of the subdivision platting process that have been reviewed and

approved by the City Engineer and that are granted using a form substantially similar to the form approved by the City Attorney.

SECTION 25. Amendment of Article III, Section 49. Article III, Section 49 of the Subdivision Ordinance is hereby amended to add subsection (c) as follows and renumber the remainder of the section accordingly:

- (c) In no case shall the Buffer Zones be less restrictive than the 100 year floodplain as depicted from the best available base floodplain model to date using the rainfall data as approved by the City as part of the plan review process.

Any revision to the base hydraulic model must be supported with adequate data/information; and must be discussed with city engineering staff. Such floodplain analysis shall be approved by the city as part of the plan review process.

In case the latest hydraulic model is not available, the city's floodplain administrator shall approve any proposed method for the determination of special flood hazard area boundaries. The floodplain analysis and modelling for such method shall be submitted, reviewed and approved as part of the plan review process.

SECTION 26. Conflicting Ordinances. Exhibit "A", Article 10.02, Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

SECTION 27. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting subdivision within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 28. Effective Date. After its passage of this Ordinance in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

SECTION 29. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 30. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the 6th day of January, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
01/06/2022

AGENDA SUBJECT:

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.

BACKGROUND:

This request is the first step in the ordinance process. This update includes adding provisions to the Utilities Chapter of the Code of Ordinances. The City of Leander has experienced exponential growth rates over the past years. Due to the growth rate and the timing of our current developments, the City seeks a need for adopting regulations that would manage the number of LUE's (Living Unit Equivalents) added to the water system as we work on expanding the current utilities. The purpose in this amendment is to ensure that the growth does not exceed the water system capacity.

The previous item on the agenda included updates to the phasing portion of the Subdivision Ordinance. This change will add phasing requirements to the Code of Ordinances as well.

APPLICANT/AGENT:

City of Leander

PRESENTER:

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

Attachments

1. Ordinance

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS,
AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES BY
ADDING ARTICLE 13.12 ENTITLED “DEVELOPMENT
PHASING”; REQUIRING A DEVELOPMENT PHASING PLAN TO
BE APPROVED BEFORE A SUBDIVISION CONCEPT PLAN CAN
BE APPROVED; ESTABLISHING REQUIREMENTS FOR
DEVELOPMENT PHASING PLANS; PROVIDING AN APPROVAL
PROCESS; AMENDING CONFLICTING ORDINANCES;
PROVIDING FOR SEVERABILITY; AND PROVIDING
EFFECTIVE DATE AND OPEN MEETINGS CLAUSES.**

WHEREAS, the City of Leander, Texas, a home rule municipality (the “City”) owns and operates a municipal water utility and is a member of the Brushy Creek Regional Utility Authority;

WHEREAS, the current water treatment capacity of the City’s water system is 25 MGD;

WHEREAS, the City has experienced unprecedented growth rates and growth is projected to continue at a high rate;

WHEREAS, the City and the BCRUA have several major capital improvement projects planned or in progress, which are projected to be completed over the course of the next eight years, which will increase the capacity of the City’s water system to 44 MGD;

WHEREAS, given the rate of growth and the timing of construction of the water infrastructure projects, the City finds that it is reasonable and necessary to adopt regulations that assist the City with tracking and managing the number of LUE’s added to the water system in the years leading up to completion of the water infrastructure projects, to ensure that growth does not exceed the water system capacity and that the City is able to meet peak demands during periods of high water usage;

WHEREAS, the City is authorized under its home rule authority, its general police powers, and Sections 551.007 and 552.001, Texas Local Government Code to adopt the regulations set forth in this Ordinance; and

WHEREAS, the City Council finds the regulations set forth herein to be reasonable and necessary to ensure the adequate provision of water to current and future customers in accordance with the City’s ordinance and applicable law;

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and quality of life.

Section 2. Phasing Plan Required. Chapter 13, City of Leander Code of Ordinances, is hereby amended to add Article 13.12, entitled “Development Phasing Plan” to read as follows:

ARTICLE 13.12. DEVELOPMENT PHASING PLAN

Sec. 13.12.001. Purpose.

- (a) The purpose of this Article is to ensure that growth occurs in an orderly and planned manner that allows the City to manage the number of living unit equivalents added to the water system in the years leading up to completion of several major water infrastructure projects, to ensure that growth does not exceed the water system capacity, that the City is able to meet peak demands during periods of high water usage, and that the City’s water system continues to be able to serve existing and future customers during expansion of the water system.
- (b) The City Council shall review this Article at least annually, and after completion of the Phase 2A of the Brushy Creek Regional Water Treatment Plant, which is projected to be completed in 2027 (**confirm**), to determine whether this Article should be modified or repealed.

Sec. 13.12.002. Development Phasing Plan Required.

A Development Phasing Plan is required for any subdivision within the city limits and extraterritorial jurisdiction that includes more than thirty (30) lots or units. The Development Phasing Plan for the subdivision must be approved by the City Council before a subdivision concept plan will be approved.

Sec. 13.12.003. Approval Procedure.

- (a) Persons wishing to obtain approval of a subdivision that includes more than thirty (30) lots or units shall submit a proposed Development Phasing Plan to the City prior to or with the Concept Plan Application.
- (b) The Development Phasing Plan shall comply with the following requirements and shall be in the form required by the City:
 - (1) The Development Phasing Plan shall contain timeframes in compliance with the term of the concept plan.
 - (2) Phases shall be provided in sequential order and include any proposed subsections.
 - (3) Each phase shall illustrate the property to be included in a specific phase, and the number of LUE’s that will be served by the City’s water system in each phase. The phases shall include all required infrastructure and drainage

facilities to support the phase without the development of the entire subdivision, and infrastructure for each phase shall fully serve each phase.

- (4) Phases shall not create remnant tracts less than five (5) acres in size.
- (c) The Planning Departments will cause the Development Phasing Plan to be reviewed by appropriate City departments, including the City Engineer. Applications will be reviewed in accordance with the submittal and review schedule prepared by the planning director and approved by the planning commission. Incomplete Development Phasing Plans will be rejected with a comment letter identifying the deficiencies.
- (d) After completion of staff review, the proposed Development Phasing Plan will be considered by the City Council, accompanied by staff review analysis. The City Council may approve, deny, or modify a proposed Development Plan.

Sec. 13.12.004. Compliance with Proposed Phasing Plan.

A subdivision shall be constructed in compliance with the sequencing set forth in the Development Phasing Plan. If an applicant applies for a preliminary plat for less than the entire property shown in the Concept Plan, the preliminary plat for each phase may not be reviewed concurrently and the preliminary plan applications must contain the property shown in each phase of the approved Development Phasing Plan and be submitted in the order shown on the approved Development Phasing Plan. Construction Plans for each phase shall be submitted in accordance with the phasing shown on the approved Phasing Plan and may not be reviewed concurrently. The infrastructure in an approved Construction Plan for a particular phase set must be completed and accepted by the City before the applicant may commence construction on another phase of the subdivision.

Sec. 13.12.005. Amendment of Phasing Plan.

An approved Development Phasing Plan may be amended by submission of a proposed amended Development Phasing Plan using the process set forth in Section 13.12.002.

Section 4. Amendment of Conflicting Ordinances. All ordinances or parts of ordinances inconsistent with or in conflict with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

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

Section 6. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid

phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the 6th day of January, 2021.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle - Sederquist, Mayor



EXECUTIVE SUMMARY
01/06/2022

AGENDA SUBJECT:

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

BACKGROUND:

At its December 16th meeting, the City Council directed that proposed ballot language for an election regarding withdrawal from Capital Metropolitan Transportation Authority (CapMetro) be brought back for Council consideration. Section 451.607(c), Transportation Code, sets out the required ballot language, as follows: (c) At the election the ballot shall be printed to provide for voting for or against the proposition: "Shall the (name of authority) be continued in (name of unit of election)?"

In addition to the CapMetro ballot language, language for the voters to consider adopting a 4B economic development sales tax or, in the alternative, a general revenue sales tax is provided. The law used to limit the adoption of a sales tax that can be used for general revenue purposes to 1%. It has been confirmed that the law was changed to allow the City to adopt a sales tax for general revenue purposes in increments of 1/8 % up to the local sales tax cap. Therefore, the Council has the option of putting forward to the voters the adoption of a either a 4B sales tax or a general revenue sales tax, or a combination of the two, in the event the voters choose to withdraw from CapMetro.

PRESENTER:

Council Directive

Attachments

1. Proposed ballot language

PROPOSED BALLOT LANGUAGE

**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

[The following are two options for sales tax propositions for Council to consider putting forward for voter consideration.]

**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

OR:

**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 (1%)

_____ YES

_____ NO



EXECUTIVE SUMMARY
01/06/2022

AGENDA SUBJECT:

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.

BACKGROUND:

At its December 16th meeting, the City Council directed that a resolution communicating its support for entering into an Interlocal Cooperation Agreement with Capital Metropolitan Transportation Authority (CapMetro) for the benefit of all citizens be brought back for Council consideration. The City conducted a transit study that provided information regarding the use of existing public transportation services within Leander, the City's transportation needs, and the costs of existing and alternative public transit. The City Council is considering calling an election on the question of continuation of its membership in CapMetro. The City Council supports developing and entering into an Interlocal Cooperation Agreement with CapMetro that addresses the collaboration of the parties on transit services and transit-related projects that serve Leander citizens in the event that Leander withdraws from CapMetro and in the event Leander continues as a member of CapMetro.

PRESENTER:

Council Directive

Attachments

1. Resolution

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

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.

Whereas, the City of Leander, Texas (the City), is a member of the Capital Metropolitan Transportation Authority (CapMetro);

Whereas, the City conducted a transit study which provided the City with information regarding the use of existing public transportation services within Leander, the City's transportation needs, and the costs of existing and alternative public transit;

Whereas, the City Council is considering calling an election on the question of continuation of its membership in CapMetro; and

Whereas, the City Council supports entering into an Interlocal Cooperation Agreement with CapMetro that addresses the collaboration of the parties on transit services and transit-related projects that serve Leander citizens in the event that Leander withdraws from CapMetro and in the event Leander continues as a member of CapMetro;

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

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

Section 2. Interlocal Cooperation Agreement with CapMetro. The City Council supports developing and entering into an Interlocal Cooperation Agreement with CapMetro for the benefit of Leander citizens as described herein. The City Council authorizes and directs the City Manager and additional persons designated by the City Manager to engage with CapMetro and bring back for Council consideration a memorandum of understanding that establishes terms for the Interlocal Cooperation Agreement.

Section 3. Effective Date. This resolution shall take effect immediately from and after its passage in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

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.

PASSED AND APPROVED on the 6 day of January, 2022.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christine DeLisle, Mayor

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
01/06/2022

AGENDA SUBJECT:

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

BACKGROUND:

This item will provide the City Council an opportunity to discuss the amendments and recommendations by the Charter Review Commission. To assist the citizens in understanding any proposed changes, staff will prepare a voters guide providing an explanation summarizing each of the propositions that will appear on the ballot.

An item will be placed on a future agenda for the City Council to order the May General Election as well as a Special Election for Charter Amendments, if the Council should so desire.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Redline of Proposed Amendments

**Proposed Charter Amendments – 2021 Review
Final Commission Recommendation
12/13/21**

**CITY OF LEANDER PROPOSITION C
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 D
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).

CITY OF LEANDER PROPOSITION E
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:

CITY OF LEANDER PROPOSITION F

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 G 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.

CITY OF LEANDER PROPOSITION H 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 I
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 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.

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 J
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 K
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 L
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 M
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.



EXECUTIVE SUMMARY
01/06/2022

AGENDA SUBJECT:

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

BACKGROUND:

The Central Texas Clean Air Coalition (CAC) is a voluntary, unincorporated association that first became affiliated with the Capital Area Council of Governments (CAPCOG) in 2002. The CAC meets quarterly to:

- Facilitate the development, adoption, and implementation of clean air plans to maintain compliance with the federal eight-hour ozone standard for Bastrop, Caldwell, Hays, Travis, and Williamson counties;
- Establish and monitor a regional effort toward the improvement of air quality;
- Develop policies and strategies that will provide guidance for each of its independent governing bodies about actions that will achieve clean air in Central Texas;
- Work cooperatively to achieve clean air standards that will protect public health and yet allow local governments the flexibility to select measures best suited to each community's needs and resources; and
- Provide CAPCOG Executive Committee with recommendations for administering funding provided by local sources for the purpose of supporting the regional air quality plan or program implementation, assessment and improvement activities in Central Texas.

According to CAC bylaws, each general member's governing body appoints one (1) elected official to serve on the Coalition. If within one (1) calendar year a representative misses (and does not send a proxy to) two (2) consecutive meetings, the member's governing body will be notified in writing and have the option of replacing the member, if appropriate.

On July 15, 2021, Councilmember Mattke Longoria was appointed to serve on the CAPCOG Clean Air Coalition. Her term expired December 31, 2021.

Attachments

1. CAC Bylaws

Central Texas Clean Air Coalition of the Capital Area Council of Governments

Article I – Name, Purpose, Responsibilities

The Central Texas Clean Air Coalition, herein after known as the “CLEAN AIR COALITION”, is a voluntary, unincorporated association which became linked with the Capital Area Council of Governments (CAPCOG) by a resolution that was adopted November 13, 2002.

The purpose of the CLEAN AIR COALITION is:

- To develop, adopt and implement a clean air plan to achieve and maintain compliance with federal air quality standards in Bastrop, Caldwell, Hays, Travis and Williamson Counties;
- To establish and monitor a regional effort toward the improvement of air quality;
- To develop policies and strategies that will provide guidance for each of its independent governing bodies about actions that will achieve clean air in Central Texas;
- To work cooperatively to achieve clean air standards that will protect public health and yet allow local governments and other organizations the flexibility to select measures best-suited to their needs and resources; and
- To provide the CAPCOG Executive Committee with recommendations for administering funding provided by local sources for the purpose of supporting the regional air quality plan or program implementation, assessment, and improvement activities in Central Texas.

Article II – Membership

Members

CLEAN AIR COALITION members are organizations that support the regional effort toward improvement of air quality in the Metropolitan Statistical Area (MSA) for the Austin Urbanized Area, as defined by the Office of Management and Budget (OMB).

Membership Categories

There are two categories of membership for the CLEAN AIR COALITION: general members and supporting members.

General members shall be local governments or Independent School Districts (ISDs) within the MSA for the Austin Urbanized Area. The governing boards of general members must ratify the current clean air plan and commit to implementing selected emission reduction measures.

Supporting members shall act within their individual organizations to support the purpose of the CLEAN AIR COALITION and report their actions to the CLEAN AIR COALITION or CAPCOG liaison upon request.

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Supporting members are not required to appoint a representative to the CLEAN AIR COALITION meetings and are not allowed to vote.

While organizations other than local governments or school districts in the MSA may be supporting members, only local governments or ISDs in the MSA may participate in the CLEAN AIR COALITION as general members.

Changes in Membership Categories

Members may change their membership category if they meet eligibility requirements and are endorsed by a majority vote of the CLEAN AIR COALITION.

Representatives

Representatives to the CLEAN AIR COALITION will include elected officials appointed by governing bodies of the general members of the CLEAN AIR COALITION. Each general member's governing body appoints by resolution one elected official to serve on the Coalition and shall provide written notification to the CAPCOG staff liaison.

Terms

1. The term of appointment for a representative shall begin on the date of appointment by the representative's governing body, and will terminate December 31st in odd numbered years.
2. There is no limit to the number of times that a representative may be re-appointed. In the case of a vacancy, the CAPCOG staff liaison shall notify the representative's governing body and that body shall appoint a replacement

Vacancy

A vacancy occurs when:

1. A representative dies;
2. A representative's term expires and the representative is not reappointed;
3. A representative is no longer an elected official;
4. A representative resigns in writing to the Committee Chair with notification to the CAPCOG liaison; or
5. A representative is removed.

Attendance

1. Representatives are expected to attend all meetings; attendance records will be maintained.
2. If within one calendar year a representative misses (and does not send a proxy) two (2) consecutive meetings the member's governing body will be notified in writing. The representative's governing body will have the option of replacing the member, if appropriate.
3. A representative may designate a proxy to attend regular and special meetings in that representative's place. The proxy's attendance will be credited for the representative's annual

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attendance but will not be counted toward the quorum. The designated proxy will not be eligible to vote, but may participate in discussion as needed to communicate the support, concerns, or questions of the organization being represented.

4. If a representative is unable to attend a scheduled meeting, notification must be made to the CAPCOG Committee liaison at least two business days prior to the meeting for an absence to be excused.

New Members

CLEAN AIR COALITION membership may be expanded by majority vote of the CLEAN AIR COALITION. If a new member is eligible for more than one membership category, it may choose the membership category under which it wishes to participate.

Article III - Officers

Election

Election of a Chair and up to two (2) Vice-Chairs will occur at the first meeting of the calendar year, with the following representation:

- At least one (1) officer from a local governing bodies in Travis County;
- At least one (1) officer from a local governing body in either Williamson or Hays Counties; and
- Up to one (1) additional officer from a local governing body in any of the MSA counties.

If a city or ISD crosses county boundaries, it will be considered located in the county where the largest number of its residents reside.

Terms

1. Officers serve one-year terms.
2. Officers may serve a maximum of two (2) consecutive terms.
3. An officer may serve one-half of an unexpired term or less without it counting as a full term for the purposes of calculating term limits.

Vacancy

In the event an Officer is unable to fulfill his/her term, the CLEAN AIR COALITION may elect a replacement at the next regular meeting to serve the remainder of the term.

Duties

1. The Chair shall preside at all meetings of the CLEAN AIR COALITION.
2. Vice-Chairs shall perform all the duties of the Chair in the case of absence or disability and such other duties as may arise, from time to time, when required or requested by the CLEAN AIR COALITION.
3. In case the Chair and Vice-Chairs are absent or unable to perform their duties, the CLEAN AIR COALITION may appoint a Chair pro tem.

Other Officers

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The CLEAN AIR COALITION may elect other Officers from time to time to carry out its responsibilities. This may be done by a simple majority vote of the CLEAN AIR COALITION members at any regularly scheduled meeting where a quorum is present.

Article IV - Meetings

Regular Meetings

1. The CLEAN AIR COALITION shall meet on a day, time and place specified by the Chair of the CLEAN AIR COALITION.
2. Written notice, including an agenda, of each regular meeting shall be prepared by the CAPCOG liaison and mailed, or electronically transmitted, or hand-delivered to each CLEAN AIR COALITION representative at least five (5) business days before the meeting date.
3. The Chair has the discretion to allow meetings to be conducted via teleconference or video conference.

Special Meetings

1. The CLEAN AIR COALITION shall meet specially, if called by the CLEAN AIR COALITION Chair or requested in writing by at least one-third of the representatives, excluding vacancies.
2. A request by the membership for a special meeting must be in writing, addressed to the Chair, and describing the purpose or purposes of the meeting. Only business reasonably related to the purpose or purposes described in the request may be conducted at a special meeting.
3. Notice of any special meeting shall be given at least 72 hours prior to the special meeting.

Quorum and Action

1. Appointed representatives from jurisdictions located in three Counties constitute a quorum for conducting CLEAN AIR COALITION business.
2. A majority vote of the appointed representatives present at an established quorum meeting is necessary for action by the CLEAN AIR COALITION for the entire meeting.

Open Meetings and Records

1. All meetings of the CLEAN AIR COALITION shall be open to the public. It is the intention of the CLEAN AIR COALITION that meetings be open to the public.
2. Minutes or meeting notes of the CLEAN AIR COALITION meetings, documents distributed and other records are the property of CAPCOG and will be maintained in accordance with CAPCOG's Records Retention Schedule. These materials are available for public view, at the CAPCOG offices, upon receipt of a written request by the interested party.
3. Except where these bylaws require otherwise, *Robert's Rules of Order* shall govern the conduct of CLEAN AIR COALITION meetings.

Professional Conduct

CLEAN AIR COALITION representatives should maintain objectivity and professionalism when carrying out business of the CLEAN AIR COALITION. Committee members will not discriminate based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age. In the event that a Committee member acts in a manner which brings the work of the Committee into question or

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controversy, it shall be the responsibility of the CAPCOG Executive Director to address the incident and if appropriate, to recommend removal from the committee.

Sub-Committees:

The CLEAN AIR COALITION may create ad hoc committees or technical sub-committees as deemed appropriate.

Article V – Amendments by the Clean Air Coalition

Authority of the CLEAN AIR COALITION

CLEAN AIR COALITION may amend these bylaws at a regular or specially called meeting. The written text of a proposed amendment must be included with the notice of the meeting at which the amendment will be considered.

Effective Date

An Amendment to the bylaws takes effect when approved by the CLEAN AIR COALITION unless the amendment specifies a later effective date. Copies of amended bylaws will be distributed to CLEAN AIR COALITION representatives by the CAPCOG liaison.

Bylaws History

Adopted January 9, 2002

Amended October 15, 2003

Amended June 26, 2009

Amended May 8, 2013

Amended February 10, 2016

Amended May 8, 2019