AGENDA
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - January 5, 2023
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM

Mayor – Christine DeLisle	**Place 4 – Na'Cole Thompson, *Mayor Pro Tem***
Place 1 – Kathryn Pantalion-Parker	**Place 5 – Chris Czernek**
Place 2 – Esme Mattke Longoria	**Place 6 – Becki Ross**
Place 3 – David McDonald	**City Manager – Rick Beverlin**

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

2. Roll Call.

3. Convene into Executive Session pursuant to 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.

   Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding city manager.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

5. Roll Call.

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

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

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

7. Staff Update
   - Recent weather event

CONSENT AGENDA: ACTION

8. Approval of the minutes for the meeting held on December 15, 2022.

9. Acceptance of public infrastructure improvements for Hero Way - Medical Office Park.

10. Award of construction contract to Austin Engineering Company, Inc. for wastewater collection system lift station improvements: Phase 1 – Forcemain (CIP Project WW.44) in the amount of $439,383.00; and authorize the City Manager to execute any and all necessary documents.

11. Approval of purchase of one (1) vacuum system truck from Kinloch Equipment & Supply, Inc. in the amount of $341,377.00 utilizing The Interlocal Purchasing System (TIPS) cooperative purchasing program; and authorize the City Manager to execute any and all necessary documents.

12. Approval of overhead utility easement dedication with Pedernales Electric Cooperative, Inc. (PEC) for the proposed dual feed power connection to City of Leander's wastewater treatment plant located at Ranch Road 2243; and authorize the City Manager to execute any and all necessary documents.

13. Approval of a special event permit and street closures for the Martin Luther King Day March and Celebration being held on Monday, January 16, 2023, from 11:00 a.m. to 2:00 p.m. in Old Town Park.

14. 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.

15. 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.

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

PUBLIC HEARING: ACTION

17. Conduct a Public Hearing and consider action regarding Zoning Case Z-22-0021 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Bar W Ranch East Commercial PUD (Planned Unit Development) with the base zoning districts of SFT-2-A (Single-Family Townhouse) and GC-2-A (General Commercial) on one (1) parcel of land approximately 51.426 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R021711; and generally located to the southeast of the intersection of Kauffman Loop and Ronald W. Reagan Boulevard., Leander, Williamson County, Texas***[Postponed due to notification error]***

18. Conduct a Public Hearing regarding Subdivision Case CP-22-0007 to adopt the Beasley Subdivision Concept Plan and Subdivision Case PP-22-0010 to adopt the Beasley Subdivision Preliminary Plat on one parcel of land approximately 13.437 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R620136; generally located southwest of RM 2243 and Ronald W. Reagan Boulevard., Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-22-0007 and PP-22-0010 as described above.

19. Conduct a Public Hearing regarding the B Twisted Annexation Case 22-A-005 regarding the voluntary annexation of 12.40 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R605507; and generally located approximately 3,000 feet to the west of intersection of Bagdad Road and CR 281 on the south side of CR 281, Leander, Williamson County, Texas.

- Discuss and consider action regarding B Twisted Annexation Case 22-A-005 as described above.

20. Conduct a Public Hearing regarding the Bar W Ranch East Annexation Case A-22-0006 regarding the voluntary annexation of 51.426 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R021711; and generally located to the southeast of the intersection of Kauffman Loop and Ronald W Reagan Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Bar W Ranch East Annexation Case A-22-0006 as described above.

REGULAR AGENDA

21. Discuss and consider action on an Ordinance amending Article 9.05, Code of Ethics, Section 9.05.009 Financial Disclosure (a)(1) Existing city officials, to reflect employee titles as they appear in the City of Leander Organizational Chart for Executive Director of Development Services, Executive Director of Finance; the addition of Chief of Staff and Executive Director of Infrastructure to the existing staff required to submit the financial disclosure; and related matters.

22. Discuss and consider action on an Ordinance amending Article 1.14, Division 2, Public Art Commission, providing for the name to change to Public Art and Culture Commission to be more commonly known as LPAC; expanding the powers and duties to include cultural and diverse events; providing for a definition of culture; and related matters.

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

24. Council Member Closing Statements.

25. Convene back into Executive Session, if necessary, pursuant to 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, if needed.

    Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding city manager.

26. 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 2022 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

Dara Crabtree

Dara Crabtree, City Secretary, TRMC

AGENDA ITEM # 8

EXECUTIVE SUMMARY
01/05/2023

AGENDA SUBJECT:

Approval of the minutes for the meeting held on December 15, 2022.

BACKGROUND:

Attached are minutes for meeting held on December 15, 2022.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Draft Minutes

MINUTES
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - December 15, 2022

Mayor – Christine DeLisle	**Place 4 – Na'Cole Thompson, *Mayor Pro Tem***
Place 1 – Kathryn Pantalion-Parker	**Place 5 – Chris Czernek**
Place 2 – Esme Mattke Longoria	**Place 6 – Becki Ross**
Place 3 – David McDonald	**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. Convened into Executive Session at 6:01 p.m. pursuant to Section 551.087, Texas Government Code to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting economic development negotiations related to the following project(s): Project Sky Lane; Cutting Edge; Blue Island and Hippo Q.

   Reconvene into open session at 6:28 p.m. to take action as deemed appropriate in the City Council's discretion regarding Project Sky Lane; Cutting Edge; Blue Island and Hippo Q and approving one or more 380 Agreements for one of the projects.

   Motion by Mayor Pro Tem Na'Cole Thompson, Seconded by Councilmember Becki Ross to approve a 380 Agreement with Project Sky Lane, and authorize the City Manager to execute any and all necessary documents.

   Vote: 7 - 0

   Project Cutting Edge - No action

   Project Blue Island - No action

   Briefing Workshop adjourned at 6:29 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Opened meeting at 7:01 p.m., Joe Bob Ellison 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.]

   Kathy Bonardi, 1412 Volente Lane - thanked staff who changed the flags at Bagdad, commented on construction beginning on traffic signal light at Bagdad Road and Sonny Drive, Old Town Christmas Festival, Senior Active Adults float, timeline for senior center, and Mayor Christine is Council Liaison for Active Adults Advisory Committee.

   Shyam Goodi, 1900 Equine Road - commented on County Road 267 and Equine Road concerns with road angle being dangerous, no sidewalks or street lights.

   Kapil Ganta, 1912 Equine Road - commented on County Road 267 and Equine Road concerns with speeding, no sidewalks or street lamps, and consider adding police patrols to area or additional stop signs.

   Santosh Mosal, 2036 Equine Road - commented on County Road 267 and 2036 Equine Road concerns with traffic and drainage.

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

8. Leander History update included Leander's Police Blue Santa and Hill Country Community Ministries.

CONSENT AGENDA: ACTION

Mayor Christine announced Item 22 has been pulled from the consent agenda and will be considered separately.

Motion by Councilmember Esme Mattke Longoria, Seconded by Councilmember Kathryn Pantalion-Parker to approve consent agenda items 9 through 21 an 23 through 27.

Vote: 7 - 0

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

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

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

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

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

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

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

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

17. Approval of Development Agreement Case 22-DA-035 regarding the Bagdad Gas Station Development Agreement on one (1) parcel of land approximately 1.508 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R476367; and generally located to the southeast of the intersection of W. San Gabriel Parkway and Bagdad Road, Leander, Williamson County, Texas.

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

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

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

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

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

Motion by Mayor Christine DeLisle, Seconded by Councilmember Chris Czernek to approve third extension for waiver of Article 8.04, Noise, Section 8.04.001(a) (11) to Cadence McShane Construction in the hours of construction work to begin at 3:00 a.m. through March 31, 2023, for construction activities for the Blockhouse Creek Farms project site located on 14951 Ronald Reagan. The contractor will post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities, following a discussion with the following conditions: post signs in neighborhood entrances, HOA notify residents, each of the 15 houses receive a 48-hour notice, and if receive code violations notify council for consideration of revoking the waiver.

Vote: 6 - 1

NAY: Mayor Pro Tem Na'Cole Thompson

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

24. Ratify action taken in 2003 regarding the General Warranty Deed from Leander Volunteer Fire Department to the City of Leander conveying 2.31 acres of land in the Elijah D. Harman, Abstract No. 6, recorded in volume 1464, page 121, official records Williamson, County, Texas, for the FM 2243 Wastewater Project (CIP WW.43).

25. Approval of Second Amended Interlocal Agreement for mutual access to CloudLibrary digital resources by and between Bibliotheca CloudLink and the City of Leander; and authorize the City Manager to execute any and all necessary documents.

26. Approval of a contract by and between the City of Leander and CivicPlus LLC, with rates determined by General Services Administration contract GS-35F-0124U, for professional services to include new city website design and hosting, and new digital communication and agenda management modules, in the total amount of $108,905.13; and authorize the City Manager to execute any and all necessary documents.

27. Approval of a contract by and between the City of Leander and CivicPlus LLC for professional services to include municipal code online hosting in the total amount of $27,865.00; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

28. Mayor Christine opened a Public Hearing at 8:12 p.m. regarding Zoning Case Z-22-0025 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban) on one (1) parcel of land approximately 21.599 acres ± in size, more particularly described by Williamson Central Appraisal District parcel R031560; and more commonly known as 800 CR 177, Leander, Williamson County, Texas. Abiram Garadati, 51 CR 264 and Chandr Uppuluri, 7801 Gingers Cove spoke in favor of the request. Josh Freeman, 107 Valley View Drive, Alexandra Lagmanson, 101 Valley View Drive and Marcus Lagmanson, 101 Valley Drive spoke in opposition of the request. The Public Hearing closed at 8:23 p.m.

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

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalion-Parker to approve Zoning Case Z-22-0025 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban) on one (1) parcel of land approximately 21.599 acres ± in size, more particularly described by Williamson Central Appraisal District parcel R031560; and more commonly known as 800 CR 177, Leander, Williamson County, Texas, following a discussion.

Vote: 6 - 1

NAY: Councilmember David McDonald

REGULAR AGENDA

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

1. Adding a school zone at Crystal Falls Parkway and Artesian Springs
2. Timing of traffic signals with trains

30. Council Member Closing Statements.

Kathryn Pantalion-Parker - wished everyone a Merry Christmas; commented on today was National Cupcake Day; and wished happy birthday to Councilmember Czernek and City Manager Beverlin.

Esme Mattke Longoria - commented on 2 days left to donate to Blue Santa; and wished everyone Merry Christmas and Happy Holidays.

David McDonald - wished everyone Merry Christmas; commented on Blue Santa donations needed for teenagers; and six (6) individuals graduated from the fire academy.

Na'Cole Thompson - wished everyone a Merry Christmas, Happy Hanukkah and Happy New Year.

Chris Czernek - wished everyone a Merry Christmas.

Becki Ross - wished everyone a Merry Christmas.

Christine DeLisle - stated Blue Corn Harvest provided dinner; reminded everyone to shop locally; donations still be accepted for Blue Santa; and wreaths will be placed at the Bagdad Cemetery in honor of Wreaths Across America ion Saturday.

31. Adjourned at 8:38 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

AGENDA ITEM # 9

EXECUTIVE SUMMARY
01/05/2023

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for Hero Way - Medical Office Park.

BACKGROUND:

The Public infrastructure improvements required for the Hero Way - Medical Office Park have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of these subdivisions have been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2)- year term maintenance bond.

The maintenance bond will commence its two (2)- year term upon City Council acceptance, as anticipated, on January 5, 2023 which will provide warranty and maintenance coverage for the public infrastructure improvements through January 5, 2025. 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:

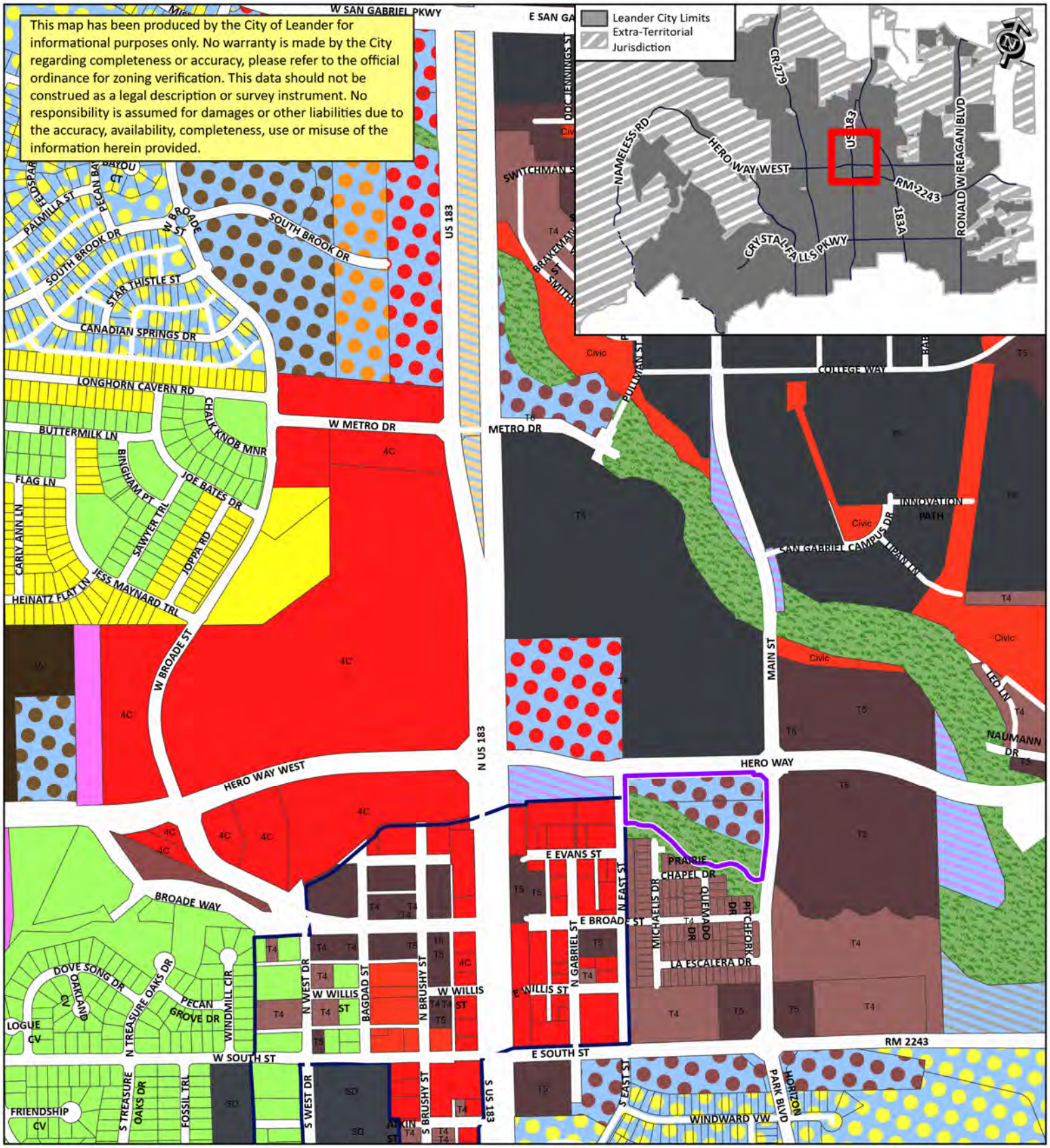
Staff recommends City Council's formal acceptance of the public infrastructure improvements for the Hero Way – Medical Office Park.

PRESENTER:

Origination: Emily D. Truman, P.E., CFM, PMP, City Engineer
Prepared by: Ann Margaret Weis, P.E., Senior Engineer

Attachments

1. Acceptance Documents



SUBDIVISION ACCEPTANCE

20-TOD-PICP-048 Hero Way and Main Street Medical Office

City Limits
Accepted Subdivision

Original Town of Leander

RESIDENTIAL
- SFU - Single-Family Urban
- SFC - Single-Family Compact
- MF - Multi-Family

RETAIL / COMMERCIAL
- LC - Local Commercial
- GC - General Commercial
- HC - Heavy Commercial

PUD LAND USE
- PUD - Single-Family
- PUD - Townhomes
- PUD - Multi-Family
- PUD - Local Commercial
- PUD - General Commercial

SECTORS
- OS - Open Space
- CD - Conventional Sector
- S1 - General Sector
- S2 - Station Sector

City of Leander Geographic Information Systems

N

0 150 300 600
Feet

Engineer's Concurrence for Project Acceptance

Project: Hero Way – Medical Office Park Public Infrastructure **Date:** 11/29/2022

City of Leander Issued Permit Number: 20-TOD-PICP-048

Owner's Name & Address	**Consultant Engineer's Name & Address**
HERO WAY PARTNERS, LP	CUDE ENGINEERS
11801 DOMAIN BLVD., 3RD FLOOR	12301 RESEARCH BLVD V 160
AUSTIN, TX 78758	AUSTIN, TEXAS 78759

On this date, I, the undersigned Professional Engineer in the State of Texas, or my representative, have made a visual inspection of the above referenced project. No discrepancies from the approved construction plans or deficiencies in construction were visible or brought to my attention. I, therefore, certify that all improvements are in substantial compliance with the approved construction plans and all City, State, and Federal requirements, including the City of Leander Subdivision Ordinance and Composite Zoning Ordinance.

If applicable, for closeout of public improvement construction project (PICP) permits, I additionally certify that all project closeout procedures with other governmental entities have been completed and finalized with each entity prior to submittal of my concurrence letter to the City of Leander.

Signature

JACOB MEALEY

Typed Name

CUDE ENGINEERS

Engineering Firm Name

TBPE Firm No. 19070

Registered Engineering Firm Number

STATE OF TEXAS
JACOB D. MEALEY
127442
LICENSED
PROFESSIONAL ENGINEER

BENKENDORFER+ASSOCIATES
LANDSCAPE ARCHITECTURE/SITE PLANNING

November 30, 2022

Hero Way & Main Street Medical Offices (Phase 1)
Leander, TX 78641

Site Plan Number: 21-TOD-SD-001

To whom it may concern,

On November 30, 2022, a representative of Benkendorfer+Associates made a final visual inspection of the above referenced project. The landscaping and irrigation system have been constructed as per the approved plans, with minor deviations as listed below.

- Some trees were smaller than specified due to availability
- An extra tree was planted on site
- 15 gallon Texas Sage and Wax Myrtle were substituted with 15 gallon 'Nellie R. Stevens' hollies due to availability

If you have any questions, please contact our office.

Regards,

Luis G Hidalgo

p.p. Daryl Benkendorfer, PLA, ASLA
President

REGISTERED LANDSCAPE ARCHITECT
DARYL D. BENKENDORFER
1370
STATE OF TEXAS

CHOATE USA
– LANDSCAPE CONSTRUCTION –

Suzanne McMahan
PH: # 512-844-7258
E: Suzannem@choateusa.com

Date: REV 06-18-2021

To: Structura

Attention: Emily

Email:

Project Title & Location	Sheet Numbers	Date
Hero Way Medical Office Development 1361 Hero Way Leander, Texas 78541	1-22	04-27-2021

Specifications: Per plan sheets listed above
Addendum: Supplemental Notice 1-5
Estimator/Job ID: Angelica/#VID7112

Project Completion to be performed as Indicated for Sum(s) Described:

Scope of Work – Phase 1
Note: See Qualifications and Materials List below

Irrigation System: Choate USA Design Build

Inclusions:

- *System is designed, inclusive of all necessary components such as controller, master valve, and backflow prevention device to ensure a complete and working system*
- *Temp irrigation ($3,616.00).*
- *Irrigation sleeves ($5,367.00).*

Exclusions:

- *Any cost involving bringing existing irrigation up to code.*
- *Water meter, tap, and/or Impact Fees by Others.*
- *Electrical service for controller to be within 5' of controller location. Final electrical hook-up and service for controller by others.*
- *Water source for temp irrigation by others.*

$ 18,725.00 Init.____

Landscape:

Inclusions:

- *(393) cy of pit loam topsoil at a 4" depth ($11,118.00)*
- *(800) sy of Tif 419 Bermuda*
- *(24,940) sf of Habiturf Hydromulch*
- *Choate USA accepts site only at +/- .10 of rough grade.*
- *Lawn maintenance until final acceptance includes no more than (2) two mowings and (2) two site visits for weeding and trimming shrubs.*

Exclusions:

- *Hardscape.*
- *Construction of berms.*
- *Erosion control (i.e. curlex)*

$ 74,378.00 Init.____

6505 W. Park Blvd, Suite 306–359 Plano, TX 75093 800.606.0755 ChoateUSA.com

Scope of Work – Phase 1 ROW
Note: See Qualifications and Materials List below

Irrigation System:
Inclusions:
- *(2,960) sf of Temp Irrigation in ROW areas* $ 430.00 Init.____

Landscape:
Inclusions:
- *(37) cy of pit loam topsoil at a 4" depth*
- *(2,960) sf of Habiturf Hydromulch* $ 1,487.00 Init.____

Scope of Work – Phase 2
Note: See Qualifications and Materials List below

Irrigation System: Choate USA Design Build
Inclusions:
- *System is designed, inclusive of all necessary components such as controller, master valve, and backflow prevention device to ensure a complete and working system*
- *Temp irrigation ($2,337.00).*

Exclusions:
- *Any cost involving bringing existing irrigation up to code.*
- *Water meter, tap, and/or Impact Fees by Others.*
- *Electrical service for controller to be within 5' of controller location. Final electrical hook-up and service for controller by others.*
- *Water source for temp irrigation by others.* $ 15,997.00 Init.____

Landscape:
Inclusions:
- *(382) cy of pit loam topsoil at a 4" depth ($11,049.00)*
- *(1,700) sy of Tif 419 Bermuda*
- *(16,110) sf of Habiturf Hydromulch*
- *Choate USA accepts site only at +/- .10 of rough grade.*
- *Lawn maintenance until final acceptance includes no more than (2) two mowings and (2) two site visits for weeding and trimming shrubs.*

Exclusions:
- *Hardscape.*
- *Construction of berms.*
- *Erosion control (i.e. curlex)* $ 66,864.00 Init.____

Scope of Work – Phase 2 ROW
Note: See Qualifications and Materials List below

Irrigation System:
Inclusions:
- *(7,580) sf of Temp Irrigation in ROW areas* $ 1,100.00 Init.____

Landscape:
Inclusions:
- *(94) cy of pit loam topsoil at a 4" depth*
- *(7,580) sf of Habiturf Hydromulch* $ 3,803.00 Init.____

6505 W. Park Blvd, Suite 306–359 Plano, TX 75093 800.606.0755 ChoateUSA.com

CHOATE USA
– LANDSCAPE CONSTRUCTION –

Options

(Add/ Deduct Options from Scope of Work above, if CHOATE USA to perform/install work as described)

Option 1: Bike Racks

Inclusions:

- *(9) ea – BR-4 Bike Racks* $ 3,985.00 Init.____

Materials List

Softscap Phase 1					
Qty	**Unit**	**Trees**	**Size/ Notes**	**Height**	**Spread**
22	ea	Shumard Oak	3" cal-B&B		
9	ea	Live Oak	3" cal-B&B		
13	ea	Cedar Elm	3" cal-B&B		
2	ea	Texas Redbud	15 Gal-1" Cal		
Qty	**Unit**	**Shrubs**	**Size/ Notes**	**Height**	**Spread**
55	ea	Green Cloud Texas Sage	10 gal		
44	ea	Dwarf Southern Wax Myrtle	10 gal		
16	ea	Cherry Sage	5 gal		
15	ea	White Sage	5 gal		
6	ea	Red Yucca	5 gal		
5	ea	Maiden Grass	5 gal		
17	ea	Gulf Muhly	5 gal		
28	ea	New Gold Lantana	1 gal		
96	ea	Blackfoot Daisy	1 gal		
46	ea	Mexican Feathergrass	1 gal		
Bed Soils- Phase 1					
Qty	**Unit**	**Bed Soils**	**Depth (IN)**		
28	cy	33/33/33 (Sand, Loam,Compost)	2" depth		
18	cy	33/33/33 (Sand, Loam,Compost)	2X Rootball	Tree Planting Mix	
Qty	**Unit**	**Mulch & Aggregates**	**Depth (IN)**		
33	cy	Hardwood Mulch	2" depth		
31	cy	Decomposed Granite	4" depth		
2	ea	Haul Off			
59	cy	Excavation			
4605	cy	Till into existing soil			
Acc					
Qty	**Unit**	**Accessories**	**Size/ Notes**		
610	lf	Steel Edge 1/8" x 4" Green			
2604	sf	GCI 295 (3 x 100)			
46	ea	(3) 6' Posts per Tree			

Softscape 2- Phase 2 ALT					
Qty	**Unit**	**Trees**	**Size/ Notes**	**Height**	**Spread**
7	ea	Shumard Oak	3" cal-B&B		
11	ea	Live Oak	3" cal-B&B		
21	ea	Cedar Elm	3" cal-B&B		
5	ea	Desert Willow	15 Gal-1" Cal		
1	ea	Yaupon Holly	15 Gal-1" Cal		

6505 W. Park Blvd, Suite 306–359 | Plano, TX 75093 | 800.606.0755 | ChoateUSA.com

Qty	Unit	Shrubs	Size/ Notes	Height	Spread
1	ea	Texas Sotol	5 gal		
307	ea	Silver Ponyfoot	1 gal		
31	ea	Dwarf Southern Wax Myrtle	10 gal		
25	ea	Green Cloud Texas Sage	10 gal		
38	ea	Red Yucca	5 gal		
14	ea	Cherry Sage	5 gal		
23	ea	Maiden Grass	5 gal		
29	ea	Mexican Feathergrass	1 gal		
18	ea	New Gold Lantana	1 gal		
31	ea	Blackfoot Daisy	1 gal		
Bed Soils 2- Phase 2 ALT					
Qty	**Unit**	**Bed Soils**	**Depth (IN)**		
25	cy	33/33/33 (Sand, Loam,Compost)	2" depth		
17	cy	33/33/33 (Sand, Loam,Compost)	2X Rootball	Tree Planting Mix	
Qty	**Unit**	**Mulch & Aggregates**	**Depth (IN)**		
30	cy	Hardwood Mulch	2" depth		
36	cy	Decomposed Granite	4" depth		
2	ea	Haul Off			
61	cy	Excavation			
4050	cy	Till into existing soil			
Acc 2- Phase 2 ALT					
Qty	**Unit**	**Accessories**	**Size/ Notes**		
280	lf	Steel Edge 1/8" x 4" Green			
3034	sf	GCI 295 (3 x 100)			
45	ea	(3) 6' Posts per Tree			

Clarifications

Contractor contracts to furnish all materials and perform all labor necessary for completion of **A COMMERCIAL GRADE IRRIGATION SYSTEM AND/OR LANDSCAPE AT THE PROJECT ADDRESS MENTIONED ABOVE.**

Irrigation installation is covered by a one-year parts and labor warranty. Materials carry manufacturer's warranties of at least one year. Irrigation materials are guaranteed to be commercial grade as specified and work shall be performed in a timely manner according to industry standards. Acts of nature are not deemed as warranty situations. In the event of an act of nature [or vandalism] any subsequent damage to the Contractor's installation shall be a billable item. Should rock be encountered at a depth such as to materially interfere with installation, a $500.00 per day surcharge for each day Rock Saw is required, shall apply. Contractor does not provide warranty, maintenance, or monitoring of temporary irrigation and will not be responsible for damage done to temporary irrigation.

Landscaping shall be installed as per plans and specifications supplied by client, general contractor or Landscape Architect, and follows industry landscape installation standards. Any deviations, exclusions or alternates will be specified in bid. All plant material is guaranteed for one year upon final completion date. Contractor will perform maintenance and watering of plant material until final acceptance. Water shall be provided on site by others. Over watering or under watering after acceptance date shall void guarantee on damaged or dead plant material. Guarantee excludes replacement of plants destroyed by catastrophic acts of nature or vandalism.

General:
Contractor carries Worker's Compensation and General Liability Insurance.
Contractor secures applicable permits and abides by state and local codes.

6505 W. Park Blvd, Suite 306–359 Plano, TX 75093 800.606.0755 ChoateUSA.com

Proposal may be withdrawn if not accepted within 30 days of proposal date.
Change Orders must be signed and dated before any changes occur for this project and the dated plan.
Final Acceptance of the Project releases Contractor of any liability or responsibility of neglect, damage or vandalism of the Project.
The legal venue for this contract is performable in Denton County, Texas.

In the event a contractor requires Contractor to list contractor as additional insured and/or a waiver of subrogation is required, the contractor must notify Contractor, in writing, before an acceptance of this proposal.

PAYMENT / PAYMENT SCHEDULE

Draw Schedule/Payments [and Retainage, if required] shall be Net 30 unless otherwise determined and agreed upon, **in writing, prior** to commencement of any work on the proposed/contracted irrigation installation site.

Contractor shall be notified of any contemplated contractor back charge, **in writing at least 7 days prior** to the back charge event. Contractor shall be given the opportunity to investigate and confirm or refute any impending or contemplated back charge before it occurs.

All monies are due at time of Final Acceptance. Written evidence of acceptance by the contractor and/or agents of contractor is signified by completion of Contractor's Acceptance Form.

Contract Administrator, Choate USA

Printed Name/Title:

Irrigation in Texas is regulated by the
Texas Commission on Environmental Quality (TCEQ) (MC-235)
P.O. BOX 13087, Austin, Texas 78711-3087
TCEQ's website is: www.tceq.texas.gov.

Filename: Document2 - Printed on: 6/18/21

IPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this ıntract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose ıur legal ownership rights to your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

APPROVE

6505 W. Park Blvd, Suite 306–359 | Plano, TX 75093 | 800.606.0755 | ChoateUSA.com

Infinite Accessibility
166 Hargraves Drive, Suite C-400
Austin, Texas 78737
Office: 512 / 407 / 8380
www.infiniteada.com

December 05, 2022

Shane Schweda
Austin Gastroenterology
1361 Hero Way
Leander, Texas 78541

Re: TABS2021017062 – Austin Gastroenterology

Dear Mr. Schweda:

This letter is to affirm we have reviewed the public sidewalks for compliance with the Texas Accessibility Standards and found them to be in general conformance with the standards.

If you have any questions or concerns, the Infinite Accessibility team would be delighted to provide further assistance.

Sincerely,

Kristin Zoerner, RAS

MAINTENANCE BOND
Subdivision Improvements

Bond #CSB9348454

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Structura, Inc. as Principal, whose address is 9517 McNeil Rd., Austin, TX 78758 and Colonial American Casualty and Surety Company a Corporation organized under the laws of the State of Illinois, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Eighteen Thousand Four Hundred Fifty Four and 90/100 Dollars ($ 18,454.90) 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 Hero Way - Medical Office Park Project Number 20-TOD-PICP-048 (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

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of March, A.D. 2020.

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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 19th day of March, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of December, 2022.

By: Brian M. Hodges
Vice President

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

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

Fidelity and Deposit Companies
Home Office: 3910 Keswick Road Baltimore, MD 21211

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

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

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety 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.

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 the 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 12th day of December, 20 22.

Structura, Inc.	Colonial American Casualty and Surety Company
Principal	Surety
By:	By: Cynthia Giesen
Title: secretary, CFO	Title: Cynthia Giesen, Attorney-in-Fact
Address: 9517 McNeil Road	Address: 1299 Zurich Way
Austin, TX 78758	Schaumburg, IL 60196-1056

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

USI Southwest, Inc.

7600-C N. Capital of Texas Hwy., #200, Austin, TX 78731

(Seal)

Date 12/13/2022

Ann Margaret Weis
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Attn.,

The following is the information as applicable for Hero Way - Medical Office Park of this project.

Final Plat Legal Name as Recorded: Hero Way And Main Street Medical Offices
Name on Approved Construction Documents: Hero Way - Medical Office Park
Name on Bank Bond for Fiscal Posting: Hero Way - Medical Office Park

COSTS CATEGORIES	**AMOUNT**
Streets	$ 19,972.00
Drainage	-
Water	$ 118,035.00
Wastewater	$ 39,722.00
Streetlights	-
Landscape Improvements	$ 6,820.00
TOTAL	$ 184,549.00

Add other relevant information. For example of related items such as a maintenance bond and how much of the value is applied to said item.

Total Improvements = $184,549.00
Maintenance Bond (10%) = $18,454.90

An example of related items such as the inspection fees and how much of the value is applied to said item.

Total Improvements = $184,549.00
Currently Paid Inspection Fees = $7,045.22
Inspection Fees (3.5%) = $6,459.22
Remaining Insp. Fees to be Paid = $.

Structura Inc

Kevin Jones

kevin.jones@structurainc.com

(512) 495-9702

9517 McNeil Rd, Austin TX 78758

STATE OF TEXAS
JACOB D. MEALEY
127442
LICENSED
PROFESSIONAL ENGINEER

12/12/2022

Updated 10.20.14

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF TRAVIS

Date: 12/12/2022

Developer: B3 COMMERCIAL DEVELOPMENT

Contractor/Material Provider ("Affiant"): STRUCTURA INC. KEVIN JONES

Project: HERO WAY - MEDICAL OFFICE PARK

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 12th day of December, 2022

Initialed: KJ

Updated 10.20.14

AFFIANT:

Signature: _____

Typed Name: Kevin Jones

Title: Vice President

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME the undersigned authority on this day personally appeared Kevin Jones, 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 12th day of December, 2022.

[S E A L]

MARIA E. MENDEZ
Notary Public, State of Texas
Notary ID# 12835645-6
My Commission Expires
AUGUST 12, 2026

Maria E. Mendez
Notary in and for the State of Texas

Name: Maria E. Mendez

My commission expires: 8/12/2026

Initialed: _____

AGENDA ITEM # 10

EXECUTIVE SUMMARY
01/05/2023

AGENDA SUBJECT:

Award of construction contract to Austin Engineering Company, Inc. for wastewater collection system lift station improvements: Phase 1 – Forcemain (CIP Project WW.44) in the amount of $439,383.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

This project is included in the City of Leander's CIP as WW.44 and includes collection system improvements of six (6) lift stations (LS). The project is divided into three (3) phases/parts; Phase 1 (LS #2 & LS #6), Phase 2 (LS #7 & LS #8), and Phase 3 (LS #13 & LS #14).

LS #2 is also separated into two (2) parts/phases, one of which includes construction of a wastewater forcemain. The forcemain project will install wastewater forcemain from RM 2243 to the end of Horizon Lake Phase 2, Section 1 subdivision along US 183 highway, repair of pavement as needed, and other appurtenant work.

Eight (8) bids were received and opened on November 22, 2022 for this project. Austin Engineering Company, Inc was the low, qualified bidder with a total bid of $439,383.00. George Butler Associates, Inc. (GBA), as the Engineer of the project and City's representative, has reviewed the bid, prepared the bid tabulation, and award recommendation letter. Based upon GBA's review of the information submitted by the low bidder, and references contacted, Austin Engineering Company, Inc. was determined to be qualified to perform the work required. Public Works agrees with this recommendation. The attached bid tabulation includes bids received from all the contractors.

Phase 3 of this project was awarded by the Council on October 20, 2022. The other remaining phases/parts are in final design and will be brought for review and approval after bidding in the near future.

CIP WW.44 Wastewater Collection System Lift Station Improvements project was established in FY2021 CIP and is fully funded for design and construction activities.

APPLICANT/AGENT:

Austin Engineering Company, Inc.

RECOMMENDATION:

Staff respectfully requests award of the construction contract to Austin Engineering Company, Inc. for the construction of CIP Project WW. 44 Wastewater Collection System Lift Station Improvements Phase 1 – Forcemain in the amount of $439,383.00; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

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

Fiscal Impact

Amount requested:	$439,383.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New

Recurring or one-time: One-time
Fund source (Operating / Utility / etc.): Utility

Attachments

1. CIP WW44 Phase 1 (Forcemain) Letter of Recommendation
2. CIP WW44 Phase 1 (Forcemain) Bid Tab
3. CIP WW44 Phase 1 (Forcemain) CIQ
4. CIP WW44 Phase 1 (Forcemain) Form 1295

1500 County Road 269
Leander, TX 78641

P.O. Box 2029
Leander, TX 78646-2029

December 15, 2022

Gina M. Ellison, PE
Public Works Director
City of Leander
P.O. Box 319
Leander, TX 78646

Re: Wastewater Collection System Lift Station Improvements, Phase 1- Forcemain
Letter of Award Recommendation

Dear Gina:

Bids were publicly opened and read on November 22, 2022 for the above referenced project. As reflected on the attached Bid Tabulation, eight (8) bids were received. The lowest, responsive, responsible bidder is Austin Engineering Company, Inc. We have contacted this bidder and confirmed he wants the contract at the amount bid.

As a result of our evaluation, and verification of contractor references, we hereby recommend the City award a construction contract to Austin Engineering Company, Inc. in the amount of $439,383.00 for all Base Bid work, with final amounts dependent on actual installed quantities. The project is to be funded with Community Impact Fee funds and is within the fundable range.

We have prepared a Notice of Award and Agreement for execution by you in the event the City Council votes to follow this recommendation. Once the Contractor signs the Agreement and all bond and insurance requirements have been satisfied, a Notice to Proceed will be issued. Under the General Conditions of the Agreement, the Contractor shall begin construction within twelve (12) days of the notice to proceed and substantially complete the project within one hundred and fifty (150) calendar days, excluding any justified delays.

Please let us know if you have any questions in this regard.

Sincerely,

Rebecca J. Howley, P.E., CFM

RJH/s

Attachment

PN: 14845

BID TABULATION

Bid Date: November 22,2022

Project: Wastewater Collection System Lift Station Improvements Phase 1 - Forcemain

Owner: City of Leander, Texas

Engineer: GBA

Checked By: Rebecca Howley

	Bid Item	1.0	1.1	1.2	1.3	1.4	1.5	1.6	1.7	1.8	1.9	1. 10	1.11	1.12	1.13	1.14	
	Description	Lift Station Improvements Phase 1 - Forcemain	Mobilization	Clearing/Grubbing	Site Restoration	SWPP	Stabilized Construction Entrance	Silt Fence	Sidewalk Repair	Gravel Drive Repair	18" Forcemain; C900-16, DR25 PVC	21" Gravity Main; SDR-26 PVC	4' WW Manhole (0-10') Standard Depth W/ Coating	Connect To Existing Wastewater Line	18" Forcemain Stubout	Trench Safety	Grand Total
	Quantity		1	1	1,960	1	2	2,120	22	100	1,585	375	3	1	1	1	
Bidder	Unit		LS	LS	LF	LS	EA	LF	SY	CF	LF	LF	EA	EA	EA	LS	
Austin Engineering	Unit Price		$ 15,000.00	$ 6,000.00	$ 8.50	$ 2,500.00	$ 1,200.00	$ 3.90	$ 175.00	$ 15.00	$ 170.00	$ 217.00	$ 7,000.00	$ 7,500.00	$ 1,925.00	$ 1,955.00	$ 439,383.00
	Total Cost		$ 15,000.00	$ 6,000.00	$ 16,660.00	$ 2,500.00	$ 2,400.00	$ 8,268.00	$ 3,850.00	$ 1,500.00	$ 269,450.00	$ 81,375.00	$ 21,000.00	$ 7,500.00	$ 1,925.00	$ 1,955.00	
Whitestone Civil Construction, LLC	Unit Price		$ 21,650.00	$ 7,000.00	$ 3.00	$ 1,500.00	$ 1,750.00	$ 4.00	$ 70.00	$ 10.00	$ 185.00	$ 245.00	$ 7,300.00	$ 5,000.00	$ 1,500.00	$ 3,000.00	$ 467,050.00
	Total Cost		$ 21,650.00	$ 7,000.00	$ 5,880.00	$ 1,500.00	$ 3,500.00	$ 8,480.00	$ 1,540.00	$ 1,000.00	$ 293,225.00	$ 91,875.00	$ 21,900.00	$ 5,000.00	$ 1,500.00	$ 3,000.00	
Liberty Civil Construction	Unit Price		$ 39,000.00	$ 10,200.00	$ 23.00	$ 3,400.00	$ 1,160.00	$ 4.00	$ 241.00	$ 28.00	$ 166.00	$ 192.00	$ 11,100.00	$ 5,700.00	$ 7,200.00	$ 2,400.00	$ 500,292.00
	Total Cost		$ 39,000.00	$ 10,200.00	$ 45,080.00	$ 3,400.00	$ 2,320.00	$ 8,480.00	$ 5,302.00	$ 2,800.00	$ 263,110.00	$ 72,000.00	$ 33,300.00	$ 5,700.00	$ 7,200.00	$ 2,400.00	
Cedar Hill Construction LLC	Unit Price		$ 26,000.00	$ 5,000.00	$ 2.00	$ 3,000.00	$ 2,500.00	$ 4.00	$ 150.00	$ 20.00	$ 215.00	$ 252.00	$ 8,500.00	$ 4,500.00	$ 5,000.00	$ 1,000.00	$ 527,975.00
	Total Cost		$ 26,000.00	$ 5,000.00	$ 3,920.00	$ 3,000.00	$ 5,000.00	$ 8,480.00	$ 3,300.00	$ 2,000.00	$ 340,775.00	$ 94,500.00	$ 25,500.00	$ 4,500.00	$ 5,000.00	$ 1,000.00	
Royal Vista Inc.	Unit Price		$ 50,000.00	$ 15,000.00	$ 10.00	$ 18,000.00	$ 2,500.00	$ 5.00	$ 100.00	$ 10.00	$ 185.00	$ 195.00	$ 8,000.00	$ 5,500.00	$ 5,000.00	$ 15,000.00	$ 537,250.00
	Total Cost		$ 50,000.00	$ 15,000.00	$ 19,600.00	$ 18,000.00	$ 5,000.00	$ 10,600.00	$ 2,200.00	$ 1,000.00	$ 293,225.00	$ 73,125.00	$ 24,000.00	$ 5,500.00	$ 5,000.00	$ 15,000.00	
QRO Mex Construction Company, Inc.	Unit Price		$ 40,000.00	$ 15,000.00	$ 3.00	$ 25,000.00	$ 3,800.00	$ 6.00	$ 160.00	$ 12.00	$ 180.00	$ 240.00	$ 18,000.00	$ 10,000.00	$ 3,000.00	$ 6,000.00	$ 559,220.00
	Total Cost		$ 40,000.00	$ 15,000.00	$ 5,880.00	$ 25,000.00	$ 7,600.00	$ 12,720.00	$ 3,520.00	$ 1,200.00	$ 285,300.00	$ 90,000.00	$ 54,000.00	$ 10,000.00	$ 3,000.00	$ 6,000.00	
Patin Construction LLC	Unit Price		$ 8,000.00	$ 25,000.00	$ 5.00	$ 3,000.00	$ 2,000.00	$ 4.00	$ 100.00	$ 50.00	$ 225.00	$ 275.00	$ 10,000.00	$ 7,500.00	$ 1,500.00	$ 15,000.00	$ 579,230.00
	Total Cost		$ 8,000.00	$ 25,000.00	$ 9,800.00	$ 3,000.00	$ 4,000.00	$ 8,480.00	$ 2,200.00	$ 5,000.00	$ 356,625.00	$ 103,125.00	$ 30,000.00	$ 7,500.00	$ 1,500.00	$ 15,000.00	
Cash Construction	Unit Price		$ 18,000.00	$ 20,200.00	$ 12.00	$ 16,900.00	$ 1,385.00	$ 5.00	$ 225.00	$ 12.00	$ 253.00	$ 325.00	$ 13,800.00	$ 3,793.00	$ 9,200.00	$ 3,200.00	$ 678,613.00
	Total Cost		$ 18,000.00	$ 20,200.00	$ 23,520.00	$ 16,900.00	$ 2,770.00	$ 10,600.00	$ 4,950.00	$ 1,200.00	$ 401,005.00	$ 121,875.00	$ 41,400.00	$ 3,793.00	$ 9,200.00	$ 3,200.00	

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

AUSTIN ENGINEERING CO., INC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

NOT APPLICABLE

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No NOT APPLICABLE

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No NOT APPLICABLE

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NOT APPLICABLE

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

12/9/22

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-957823

Date Filed:
11/21/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

AUSTIN ENGINEERING CO., INC.
AUSTIN, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Leander

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

WW.44.004
WASTEWATER COLLECTION SYSTEM LIFT STATION IMPROVMENTS PHASE 1 - FORCEMAIN PROJECT ALONG US HWY 183 @ FM 2243 - BID PROPOSAL CIP #WW.44.004

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Keller, Kerry	Austin, TX United States	X	
Keller, Paul W	Austin, TX United States		X
Keller, Travis W.	Austin, TX United States		X
Keller, Paul A.	Austin, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Travis W. Keller, and my date of birth is N/A.

My address is P.O. Box 342349 (street), Austin (city), TX (state), 78734 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 22nd day of November (month) 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM # 11

EXECUTIVE SUMMARY
01/05/2023

AGENDA SUBJECT:

Approval of purchase of one (1) vacuum system truck from Kinloch Equipment & Supply, Inc. in the amount of $341,377.00 utilizing The Interlocal Purchasing System (TIPS) cooperative purchasing program; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Funds are budgeted in the Fiscal Year 2023 budget for the purchase of one (1) Vacuum System Truck for Public Works water and wastewater department. The City uses a combination vacuum and hydro jetting vehicle to perform routine maintenance and emergency operations on its water and wastewater infrastructures (374 miles of water transmission and distribution lines, 288 miles of sewer collection lines, 31 lift stations and 6,047 sewer manholes).

The City's growth and increase in number of service needs warranted the purchase of additional equipment to address all required services in a timely, efficient and effective manner. Once available, staff plan to use the new truck primarily for wastewater services and shift the current vacuum truck for water services to maintain continuous workflow in both areas. The new truck will provide staff the capability to clean and remove debris such as roots, rags, sludge, fats, oils, and grease from the sewer collection system, which prevents sanitary sewer overflows and backups and helps to maintain TCEQ compliance. Additionally, it will also help staff to safely excavate sewer mains for repair works. Vacuum excavation minimizes the risk of potential damage to other buried utilities like gas, electrical, fiber optic, water, etc. making repair work efficient and safe.

Public Works staff has reached out to manufacturers of vacuum system truck based on City's need to determine the most advantageous specification, availability, delivery schedule and pricing. Kinloch Equipment & Supply, Inc. had such truck available with delivery expected April 2023. Purchase will be done utilizing the master interlocal cooperative purchasing agreement between City of Leander and The Interlocal Purchasing System (TIPS) program (TIPS Contract# 200206). Due to the nation-wide supply chain issues with new vehicles and equipment, staff is recommending that the City take advantage of this opportunity while the vendor has the vehicle available.

Local Government Code Sec. 271.102: Cooperative Purchasing Program Participation, provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

RECOMMENDATION:

Staff respectfully requests the approval of purchase of budgeted Vacuum System Truck from Kinloch Equipment & Supply, Inc. in the amount of $341,377.00 utilizing the master interlocal cooperative purchasing agreement between City of Leander and The Interlocal Purchasing System (TIPS) program; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

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

Fiscal Impact

Amount requested: $341,377.00

Approved in current budget (Yes / No): Yes
Expenditure (New / Amended): New
Recurring or one-time: One-time
Fund source (Operating / Utility / etc.): GL# 20-03-7100

Attachments

1. Leander Vactor IMPACT TIPS Proposal 12.16.22

Presents a Proposal Summary

of the

iMPACT

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy-Duty Non-CDL Freightliner M-2 Truck Chassis

For

Dan Federico
Tel: 813.713.1455

Quote Number: 2022-50056

PRODUCT DESCRIPTION

· iMPACT Combination Machine with Roots 616-15" Hg. Blower, 3 Yard Debris body, 500 Gallons of Fresh Water

STANDARD FEATURES

· Curbside Toolbox w/ Nozzle Storage Rack
· Aluminum Fenders
· Mud Flaps
· Electric / Hydraulic Proportional Boom Control
· Color Coded Sealed Electrical System
· Intuitouch Electronic Package
· Double Acting Hoist Cylinder
· Ex-Ten Steel Cylindrical Debris Tank
· Flexible Hose Guide
· (2) Nozzles w/ Carbide Inserts
· Suction Tube Storage
· 3/4" Nozzle Pipe
· 10' Leader Hose
· Flat Rear Door w/ Hydraulic Locks & 6 O'Clock Port with Hose Holder
· Stainless Steel Float Shut Off System
· Horizontal Microstrainer Prior to Blower
· Debris Body Vacuum Relief System
· Low Water Alarm with Water Pump Flow Indicator
· Water Tank Sight Gauge
· Liquid Float Body Level Indicator
· Front Controlled Blower Drive
· Digital Water Pressure Gauge
· Joystick Boom Control
· Boom Hose Storage
· 40 GPM/2500 PSI
· Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
· 3" Y-Strainer at Water Pump
· Multi-Flow Water System
· 1" Water Relief Valve
· Midship High Pressure Coupling
· 500' x 3/4" Sewer Hose 2500 PSI, Piranha
· Hose Wind Guide (Dual Roller), Manual
· Digital Hose Footage Counter
· Rotating Hose Reel, 3/4" x 500' Capacity, 180 Deg. Rotation
· Hydraulic Tank Shutoff Valves
· Tachometer / Chassis Engine w/ Hour Meter
· Water Pump Hour Meter
· PTO Hour Meter
· Hydraulic Oil Temp Alarm
· Tachometer / Blower w/ Hour Meter
· Circuit Breakers
· LED Lights, Clearance, Backup, Stop, Tail, & Turn
· Tow Hooks, Front
· Tow Hooks, Rear
· Electronic Back-Up Alarm
· Camera System, Rear Only
· 6" Vacuum Pipe Package
· Emergency Flare Kit
· Fire Extinguisher 5 Lbs.
· Module Paint, DuPont Imron Elite - Sanded Primer Base

ADDITIONAL FEATURES

· Centrifugal Separators (Cyclones)
· Plastic Lube Chart, included with Lube Manifold
· Final Filter and Silencer Ball Valve Drains
· Rear Door Splash Shield
· Air Purge
· Lube Manifold
· Pinch Roller
· Worklights (2), Boom
· Worklights (2), Rear Door
· Side Work Lights
· Manhole Work Light
· Rear Directional Control, LED Split Arrowboard
· Rear Mounted, LED Beacon Light w/ Limb Guard
· Rodder Pump Drain Valves
· 6 Light Package, 6 Federal Signal Strobe Lights, LED
· Toolbox, Behind Cab - 14w 36h x 88d
· Safety Cone Storage Rack - Post Style
· Module Paint, DuPont Imron Elite - Sanded Primer Base
· Door Stripe Material, Reflective Tape

Chassis Source – Doggett Freightliner of South Texas (Current TIPS Contract Holder)
Module Paint Match Cab - Yes
Module Paint Color - White
Cab Color - White
Door Stripe Color - Blue
Chassis Axle - Single
Certified Unit Weight Required - No

Total TIPS Cooperative Purchasing Contract Price F.O.B. Leander, TX: $341,377.00

Product Model: iMPACT
Proposal Date: 12/16/2022
Quote Number: 2022-50056
Price List Date: 9/5/2022
P.O. Number: _____
Payment Terms: Net Due Upon Delivery

Proposal Notes:

1. Prices quoted herein are firm until 1.31.23.
2. This proposal is made as a matter of convenience. Any order desired to be placed in conjunction with this proposal must be made in favor of Doggett Freightliner of South Texas as only a franchise motor vehicle dealer may title, register, and license plate new motor vehicles within the State of Texas. Doggett Freightliner of South Texas is the exclusive TIPS contract holder for the Freightliner M-2 106 chassis as offered in this proposal. Their TIPS Contract # is 200206.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX Series and Jetters	10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.
2100 Series, HXX Series and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.
2100 Series and Jetters	2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSTENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER® Subsidiary of Federal Signal Corporation

VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

VACTOR® Subsidiary of Federal Signal Corporation

AGENDA ITEM # 12

EXECUTIVE SUMMARY
01/05/2023

AGENDA SUBJECT:

Approval of overhead utility easement dedication with Pedernales Electric Cooperative, Inc. (PEC) for the proposed dual feed power connection to City of Leander's wastewater treatment plant located at Ranch Road 2243; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

City of Leander's wastewater treatment plant located at Ranch Road 2243 is currently supplied from two (2) different substations, each one powering different areas and equipment within the plant. However, current system does not have the capability to switch power between the two when power outages occur at either one of them. A result of the current set up is that if one substation has a failure, the entire plant process is affected.

The proposed dual feed system designed and installed by Pedernales Electric Cooperative, Inc. (PEC) will create a system where PEC staff can manually switch between the two substations when needed. This provides resiliency and redundancy for the wastewater plant and operations.

RECOMMENDATION:

Staff recommends approval of overhead utility easement dedication with Pedernales Electric Cooperative, Inc. (PEC), and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

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

Attachments

1. Overhead Utility Easement - City of Leander

UTILITY EASEMENT

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF Williamson §

That City of Leander, by
(Company Name)

and through _____, in the capacity of _____, and
(Printed Name) (Title)

not individually, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of ONE DOLLAR ($1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors) over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being 20.29 acres of land, more or less, out of the Elijah D Harmon Survey, Abstract No. 006, in Williamson County, Texas, as described on instrument (Deed) recorded in Volume/Document No. 1183, Page 883, in the Official Property Records of Williamson County, Texas.

Location of right-of-way and easement hereby conveyed shall be limited to a strip of land Twenty (20) in width, being Ten (10) feet on each side of the centerline of the facilities as built, with guying easements as needed, **or** as indicated on Exhibit "A", attached hereto and incorporated herein for all pertinent purposes.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this _____ day of _____, 20_____.

City of Leander
Corporate Name

BY: _____
(Signature)

_____
(Printed Name)

_____
(Title)

(NOTARIZE ON BACK)

Virtual Grid/Facet No.:

Work Order No.:

Property Owner Name:
(or Subdivision Name if for Subdivision)

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared

_____, acting on behalf of ____City of Leander_____
(Printed Name) (Printed Corporate or Business Name)

and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same on behalf of said Business or Corporation for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____, 20_____.

_____
Notary Public in and for
The State of Texas

Please Return to:

Pedernales Electric Cooperation Planning Department
PO Box 2048
Liberty Hill, Tx. 78646 157780

AGENDA ITEM # 13

EXECUTIVE SUMMARY
01/05/2023

AGENDA SUBJECT:

Approval of a special event permit and street closures for the Martin Luther King Day March and Celebration being held on Monday, January 16, 2023, from 11:00 a.m. to 2:00 p.m. in Old Town Park.

BACKGROUND:

The City of Leander, in partnership with Leander Public Art Commission, will co-host the MLK Day March and Celebration on Monday, January 16th from 11:00 a.m. to 2:00 p.m. The event will feature a march, food and beverage vendors, craft vendors, information booths, and performers.

A special permit is requested for street closures for the march and festival.

The following streets are proposed to be closed from 8:00 a.m. to 4:00 p.m. on the day of the event:

- West Willis Street between Bagdad Street and Brushy Street
- West South Street between West and US 183
- Brushy Street between Broade and Atkins Street
- Closures also include portions of Broade, W. South Street, W. Willis Street, Bagdad Street, N. West Drive, Municipal Drive, and Broade Way for the march route from 10:30 a.m. – 12:30 p.m.

Additional Considerations
The Parks and Recreation Department:

- To provide assistance and planning as needed, primarily hosting the MLK Day March, providing all sound equipment for festival music, and enlisting a Master of Ceremonies.
- Ensure the grounds are as presentable as possible (i.e. mowed, trimmed; treat for fire ants, etc.) immediately prior to the festival.
- Along with other City departments, setup and remove blockades for march/festival as needed.
- Place waste cans and dispose of trash.

RECOMMENDATION:

Staff respectfully requests Council approval of a special permit to allow for street closures at the times and locations referenced above. Approval is also recommended for the additional considerations outlined.

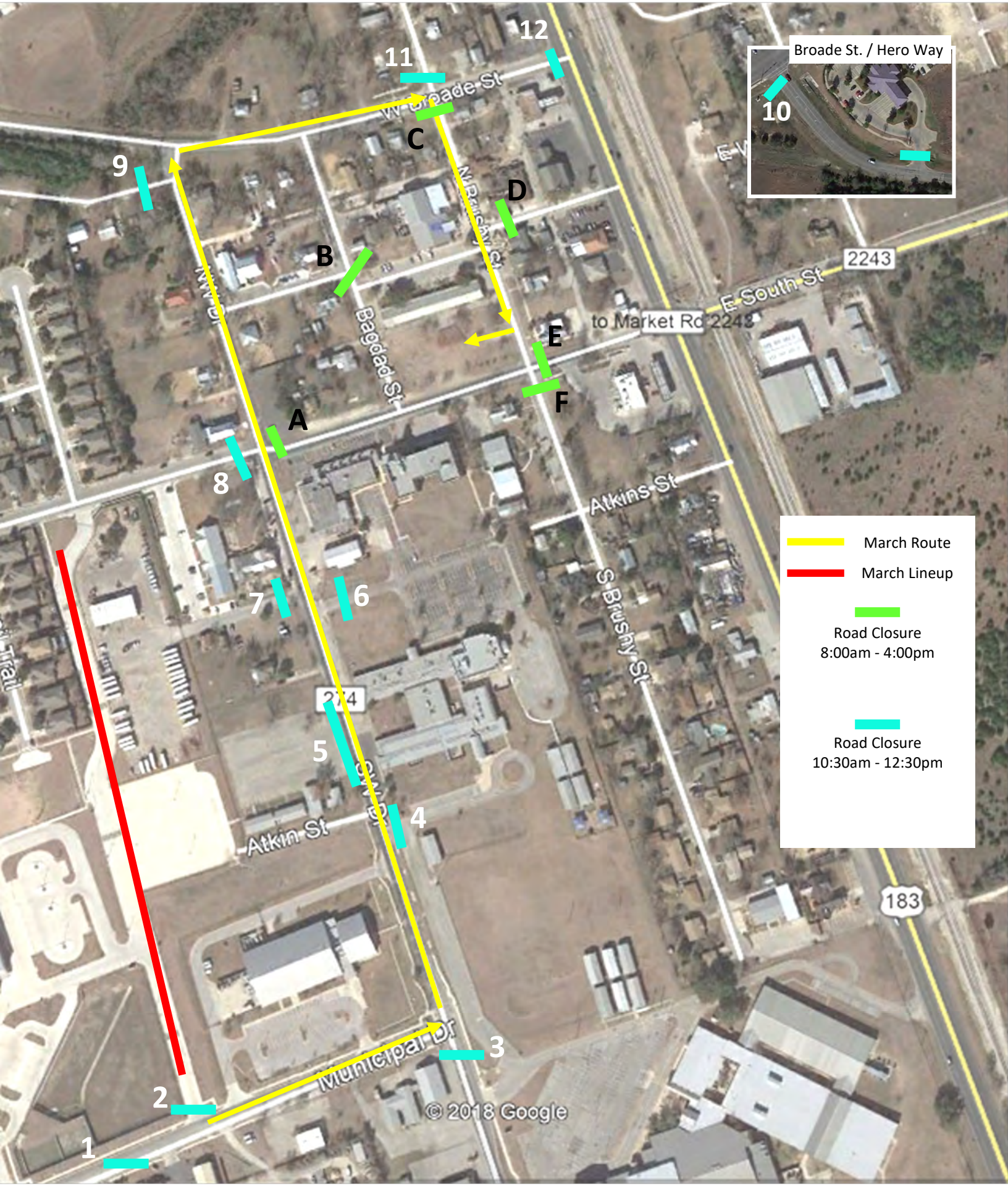
PRESENTER:

Mark Tummons, Parks & Recreation Director

Attachments

1. March Map
2. Vendor Map
3. Event Parking Map
4. Barricade Assignments

2023 MLK Day March Route



Vendor Check-in at W Willis St and Bagdad St			
A-D	Food Vendors	1-16	Vendors

Bathrooms

Information/Parks Tent

Risers

All LISD lots will be available for parking.

= No street parking

Leander MLK Day March and Celebration

2023 Barricade Placement and Assignment

CELEBRATION BARRICADES (8:00am – 4:00pm)

A.	East side of South/West Drive	Water barricades	PW	Unmanned
B.	W. Willis/Bagdad St.	Panel barricade	PW/PARD	Manned
C.	Brushy/Broade (lowered at 10:30a)	Bollards	PARD	Unmanned
	• Raise again after march goes through			
D.	W. Willis/Brushy Street	Bollards	PARD	Unmanned
E.	South/Brushy	Water barricades	PW	Unmanned
F.	Brushy/South	Water barricades	PW	Unmanned

MARCH BARRICADES (10:30am – 12:30pm)

1.	Across Municipal at Northern Trail	Panel Barricades	PW	Manned
2.	Camacho Parking Lot	Cones	PARD	Manned
3.	West Drive/Municipal	Police car w/lights	Police	Manned
4.	LEO south lot entrance	Bike racks	PARD	Manned
5.	North lot of Atkin/West	Cones	PARD	Manned
6.	LEO Center parking lot/West	Bike racks	PARD	Manned
7.	Methodist Church south entrance	Bike racks	PARD	Manned
8.	West side of South/West	Panel barr. , officer	PW/Police	Manned
9.	Broade Way/West cut through	Bike racks	PARD	Manned
10.	Broade at Hero Way – East bound	Police car w/lights	Police	Manned
	Bank parking entrance on Broade	Cones	PW	Unmanned
11.	North side of Brushy/Broade	Bike racks	PARD	Manned
12.	Broade at 183	Police car w/lights	Police	Manned

Updated: December 19, 2022

AGENDA ITEM # 14

EXECUTIVE SUMMARY
01/05/2023

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

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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.

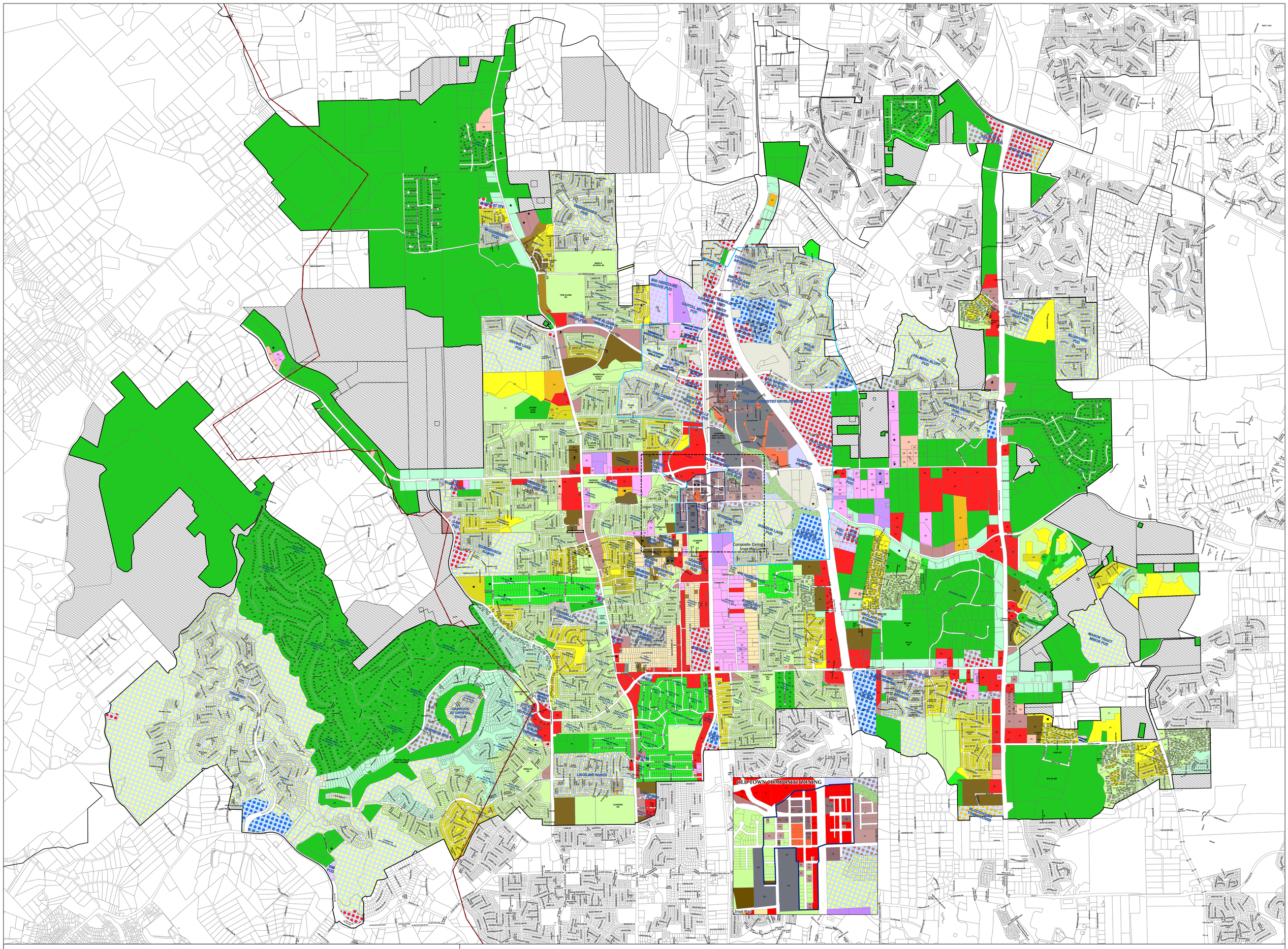
SECTION 2. Official Map. The map attached as Exhibit "A", hereto, marked and labeled City of Leander, Texas, Zoning Map, is hereby adopted as the official zoning map of the City. The official zoning map shall be maintained in the office of the City Secretary. The map may be amended and corrected from 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 5th day of January, 2023.

ATTEST:	**THE CITY OF LEANDER, TEXAS**
_____	_____
Dara Crabtree, City Secretary	Christine DeLisle, Mayor



Zoning Map

Effective December 16, 2022

City of Leander

www.leandertx.gov

0 1,250 2,500 5,000 7,500 10,000
Feet

0 0.2 0.4 0.8 1.2 1.6
Miles

Future Annexation Per DA

CurrentZoning

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
- NR - Neighborhood Residential
- MF - Multi-Family

RETAIL / COMMERCIAL

- LO - Local Office
- LC - Local Commercial
- GC - General Commercial
- HC - Heavy Commercial

INDUSTRIAL

- HI - Heavy 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 - Genral Urban
- T5 - Urban Center
- T6 - Urban Core
- SD - Special District

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

SFR-1-B	SFU-2-B	SFL-2B	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-2B	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 or side to a major arterial roadway or tollway, have a Type A Architectural Component.

This map has been produced by the City of Leander for formational 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.

AGENDA ITEM # 15

EXECUTIVE SUMMARY
01/05/2023

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

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Attachments

1. Ordinance
2. Official City Limits & ETJ Map

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 5th day of January, 2023.

ATTEST: **THE CITY OF LEANDER, TEXAS**

_____ _____
Dara Crabtree, City Secretary Christine DeLisle, Mayor

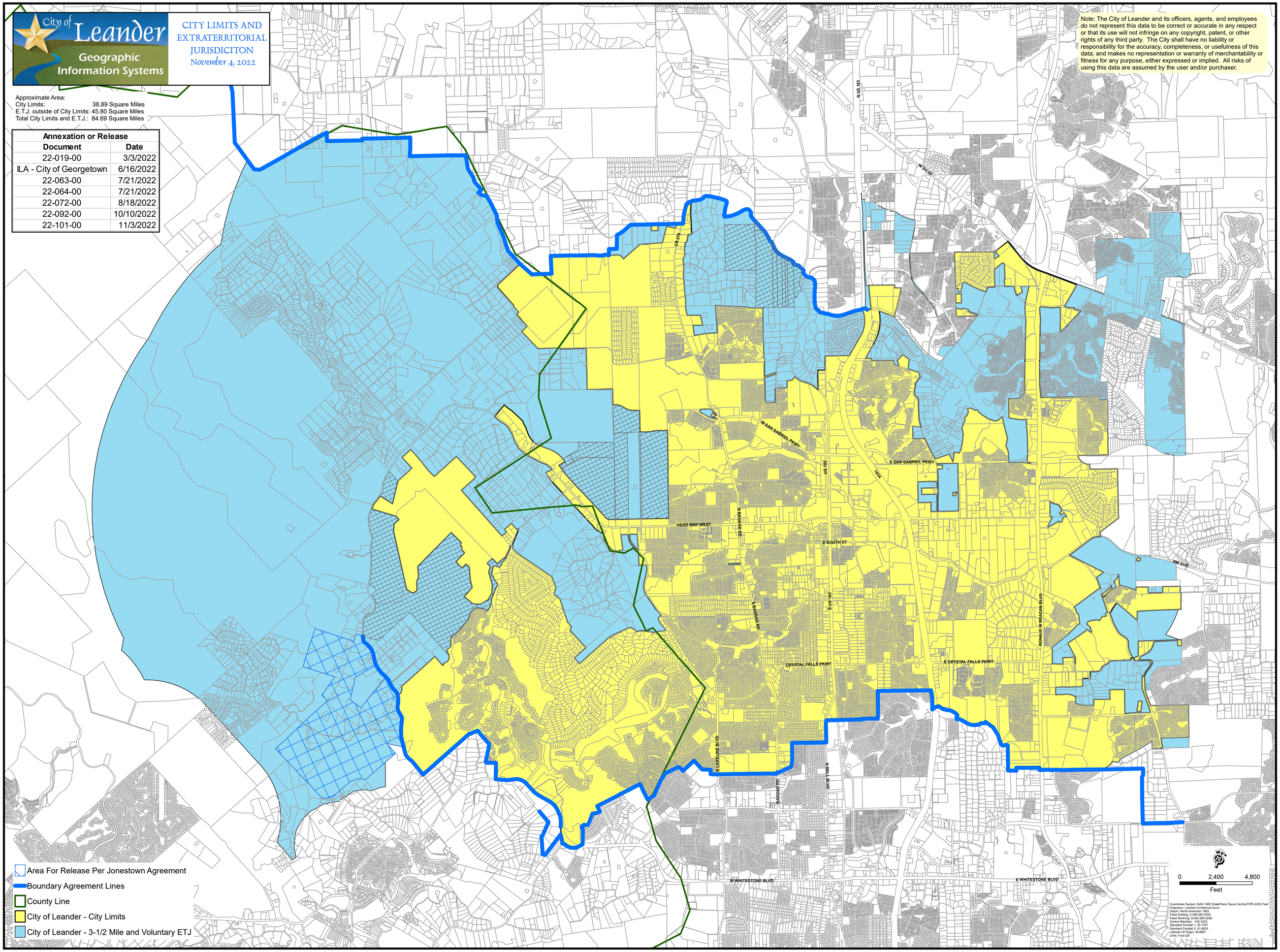
City of Leander
Geographic Information Systems

CITY LIMITS AND EXTRATERRITORIAL JURISDICITON

November 4, 2022

Approximate Area:
City Limits: 38.89 Square Miles
E.T.J. outside of City Limits: 45.80 Square Miles
Total City Limits and E.T.J.: 84.69 Square Miles

Annexation or Release	
Document	**Date**
22-019-00	3/3/2022
ILA - City of Georgetown	6/16/2022
22-063-00	7/21/2022
22-064-00	7/21/2022
22-072-00	8/18/2022
22-092-00	10/10/2022
22-101-00	11/3/2022



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.

AGENDA ITEM # 16

EXECUTIVE SUMMARY
01/05/2023

AGENDA SUBJECT:

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

BACKGROUND:

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

HISTORY/TIMELINE:

02/16/2017 – Annexation of parcel and assignment of interim zoning.
06/09/2022 – Applicant withdrew Zoning case 22-Z-017 at P&Z meeting.
11/22/2022 – Planning & Zoning Commission, 1st Public Hearing
12/15/2022 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Eli Engineering (Gary Jones) on behalf of Texas Lone Star Landing, LLC (Mallik Gilakattula)

RECOMMENDATION:

The City Council unanimously approved the request during the December 15, 2022 meeting.

PRESENTER:

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

Attachments

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

PLANNING ANALYSIS

ZONING CASE Z-22-0025
LONE STAR LANDING

GENERAL INFORMATION

Owner/Agent: Eli Engineering (Gary Jones) on behalf of Texas Lone Star Landing, LLC (Mallik Gilakattula).

Current Zoning: Interim SFR-1-B (Single-Family Rural)
SFS-2-B (Single-Family Suburban)

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

Size and Location: The property is located at 800 CR 177, including approximately 21.599 acres.

Staff Contact: Cory Dale
Planner

APPLICANT REQUEST

The applicant has submitted a request to change a 21.599 acre portion of the designated zoning district of their property in order to place single-family homes.

STAFF CONCLUSIONS

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

SPECIAL CONSIDERATIONS

As this Commission is aware, a resolution was adopted by City Council to limit consideration of zoning request that seek to add residential lots, however this resolution does priorities large lot/low-density residential development such as SFR, SFE and SFS. This proposal of SFS-2-B, to include minimum 70 foot wide lots, is in compliance with the resolution, therefore staff recommends approval of the zoning request.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	ETJ	Undeveloped

EAST	SFR-1-B (Interim)	Undeveloped
SOUTH	SFR-1-B SFS-2-B	Residential Residential
WEST	ETJ SFR-1-B (Interim) SFS-2-B	Residential Undeveloped Storage/Warehouse

SURROUNDING AREA:
This property is located directly north of the intersection of CR 177 and Valley View Drive and directly east of Austin Precision Products storage/warehouse.

PHYSICAL AND NATURAL FEATURES:
This property is undeveloped with a stock/detention pond. The site additionally contains a small portion of floodplain in the southeastern most tip and contains significant tree cover which will be subject to the Leander tree preservation requirements and mitigation at time of development.

PROPERTY HISTORY:
02/16/2017 - Property annexed into the City of Leander.
06/09/2022 – Applicant withdrew Zoning case 22-Z-017 at P&Z meeting.

MAJOR CORRIDORS:
This property has access onto CR 177.

TRANSPORTATION PLAN REQUIREMENTS:
This property includes an arterial segment for the future extension of Crystal Falls Parkway that will head east and tie into CR 177.

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

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
Crystal Falls Pkwy	Arterial	Urban arterial low traffic	100’ ROW 4-lane arterial 10’ sidewalk

Driveways along CR 177 will be reviewed by Engineering staff at public improvement stage. The driveway spacing will be dictated by Austin Transportation Criteria Manual. The ultimate buildout of both CR 177 and segment of Crystal Falls Parkway may be determined by Engineering during development process. Additionally, the applicant will submit either a Traffic Impact Analysis (TIA) or fee-in-lieu of TIA as determined by the City Engineer,

EXISTING UTILITIES:
Property has access to extend utilities (water and wastewater) off-site and will work through serving the site as part of a public improvement construction plan submittal.

CURRENT LAND USES:
This property is currently undeveloped.

PROPOSED ZONING DISTRICT:

USE COMPONENT

SFS – SINGLE FAMILY SUBURBAN:
Features: 9,000 sq. ft. lot min.; 1,500 sq. ft. living area min.

Intent: Development of single-family detached dwellings on intermediate suburban standard sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with intermediate lot sizes.

SITE COMPONENT

TYPE 2:
Features: Accessory buildings greater of 10% of primary building or 120 sq. ft.; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 sq. ft.; multi-family provides at least 100% of units with an enclosed garage parking space.

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

ARCHITECTURAL COMPONENT

TYPE B:
Features: Four or more architectural features.

Intent:
(1) The Type B architectural component is intended to be utilized for the majority of residential development except that which is intended as a Type A architectural component.
(2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.
(3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.
(4) This component is intended for the majority of the LO and LC use components except those meeting the intent of the Type A or C architectural components.

COMPREHENSIVE PLAN:

Applicable <u>Comprehensive Plan</u> goal statements

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

Applicable Future Land Use categories

NEIGHBORHOOD RESIDENTIAL

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

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

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

  This category is compatible with SFR, SFE, SFS, SFU, SFC, SFL, SFT, TF CH, NR and PUD zoning districts.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:

DEVELOPMENT MEETING

A development meeting was held with Staff on 01/24/2022. The following changes were made to the project since the development meeting was held:

- Applicant withdrew proposal for Minor PUD that included higher density zoning and elected to use SFS-2-B (Single-Family Suburban) zoning.
- Withdraw of initial request of a mixture of SFT and SFC.

NOTIFICATION

11/03/2022 - Public Notice on Hill Country News
11/08/2022 - Mail Notification to Property Owners within 200’
11/08/2022 - Public Hearing Signage Posted on Property
11/22/2022 - Planning and Zoning Commission Public Hearing
12/15/2022 - City Council Public Hearing & First Reading of the Ordinance
01/05/2023 - City Council Second & Final Reading of the Ordinance

SIGNAGE ON SITE

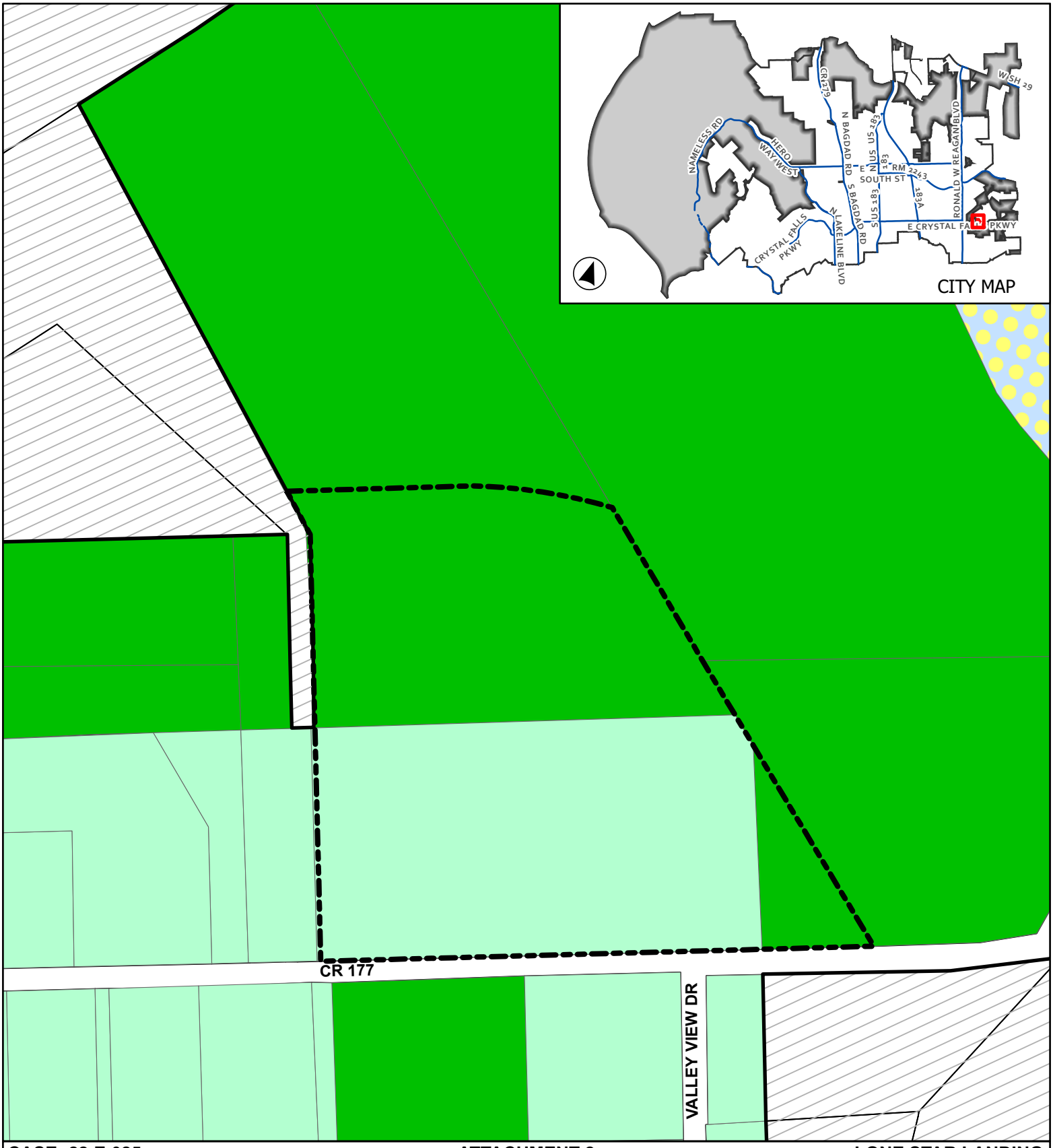
PUBLIC NOTIFICATION:

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

A neighborhood outreach letter was mailed out per developer to solicit concerns and inform the property owner of what is proposed. A total of two (2) residents/property owners have contact the developer for additional information and to address any potential concerns. Please see the full report from the applicant as attachment 8.

APPROVAL CRITERIA:

The Comprehensive Plan identifies the subject tract as a Neighborhood Residential future land use category which is intended to be developed primarily as new single-family detached residential with associated amenities. The applicant's request complies with both the Comprehensive Plan and current zoning designations. Additionally, this request is compatible with surround zoning designations and land uses.



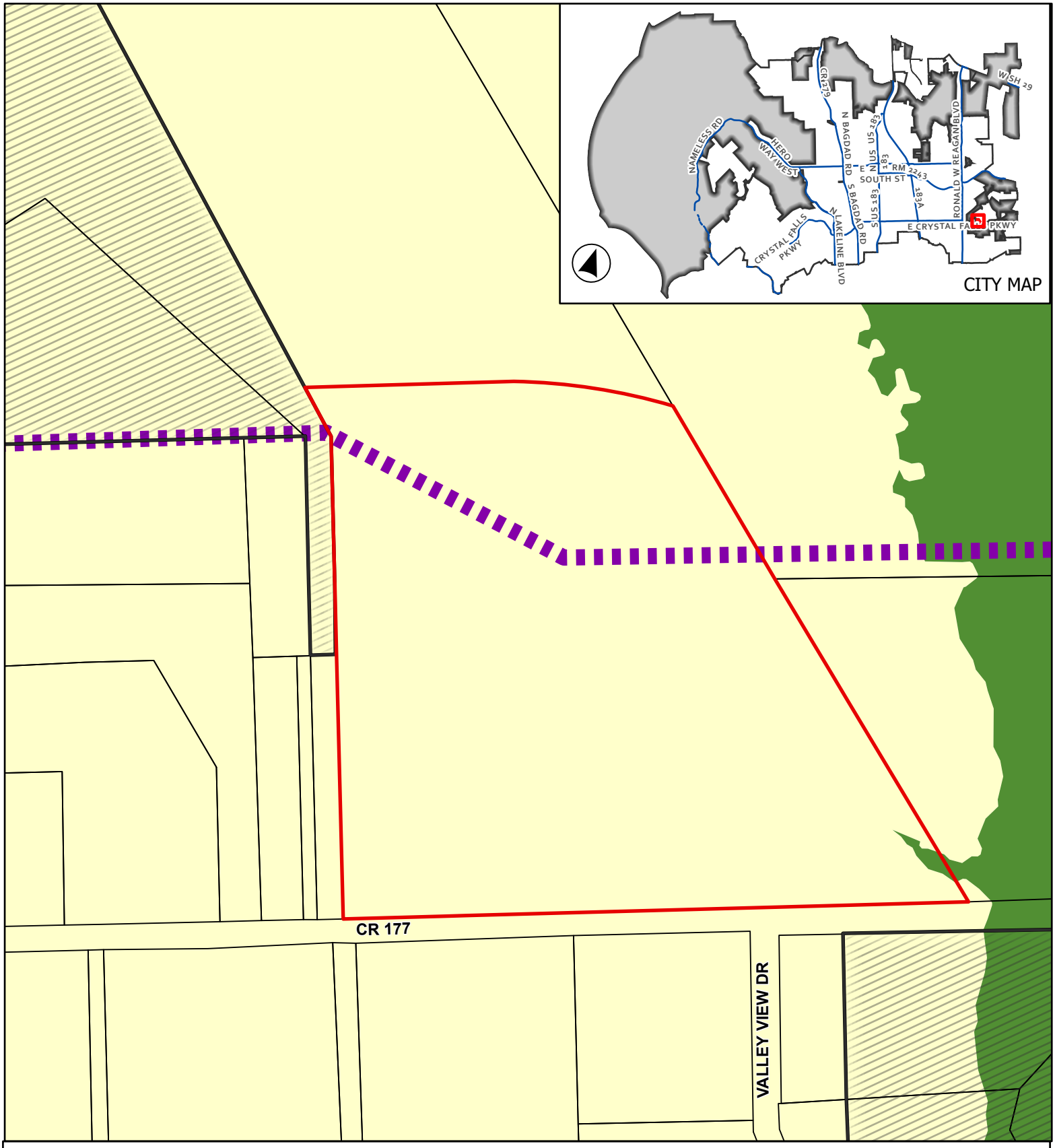
CASE: 22-Z-025 **ATTACHMENT 2** **LONE STAR LANDING**

Current Zoning

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

0 100 200
Feet

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 herin provided.



CASE: Z-22-025 **ATTACHMENT 3** **LONE STAR LANDING**

Future Land Use Map

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

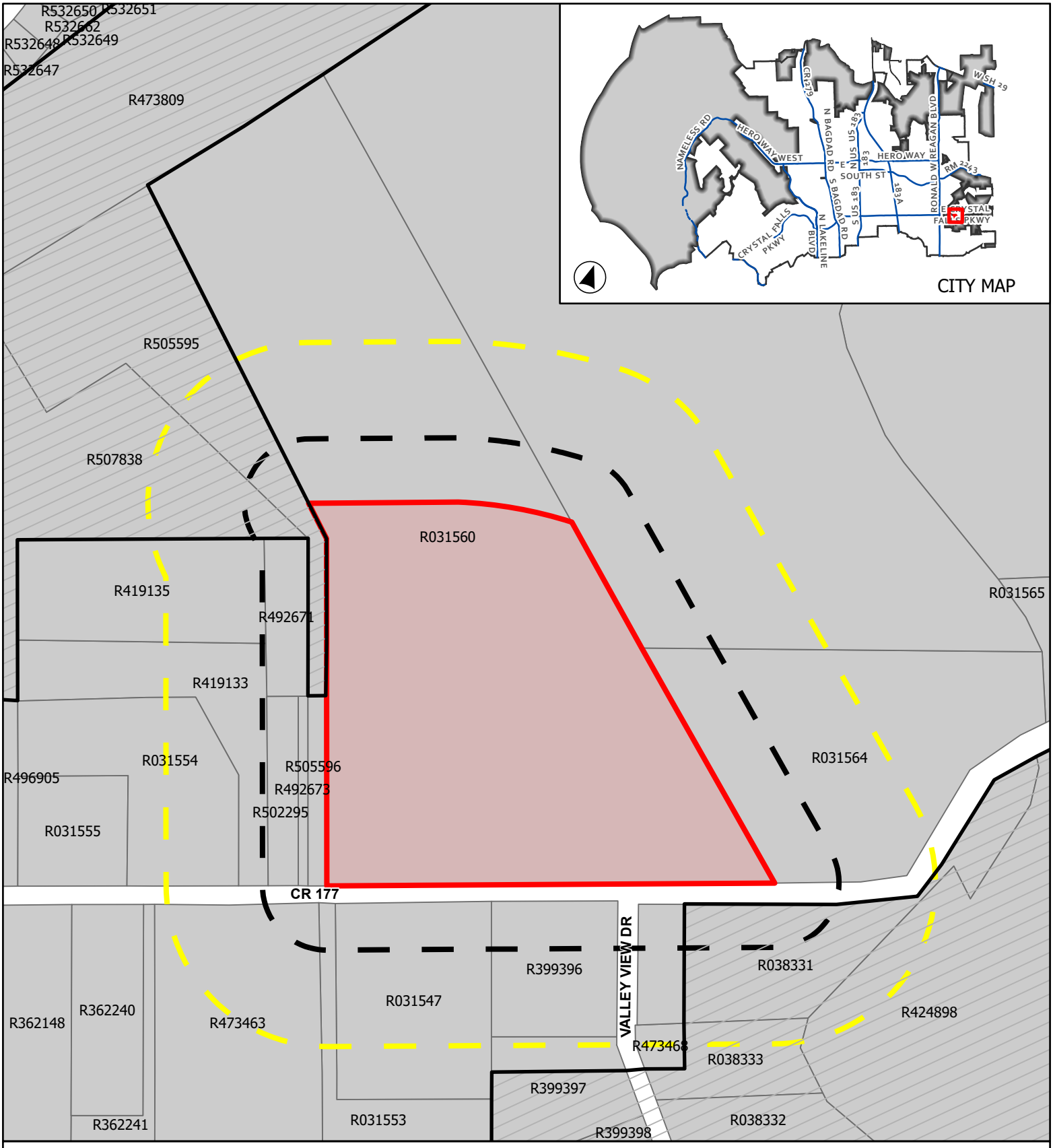
0 112.5 225

Feet

- Leander City Limits
- Leander ETJ
- Subject Area
- Arterial 4 Lane, Proposed

Future Land Use

- Neighborhood Residential
- Greenway



CASE: 22-Z-025 **ATTACHMENT 4** **LONE STAR LANDING**

Public Notification

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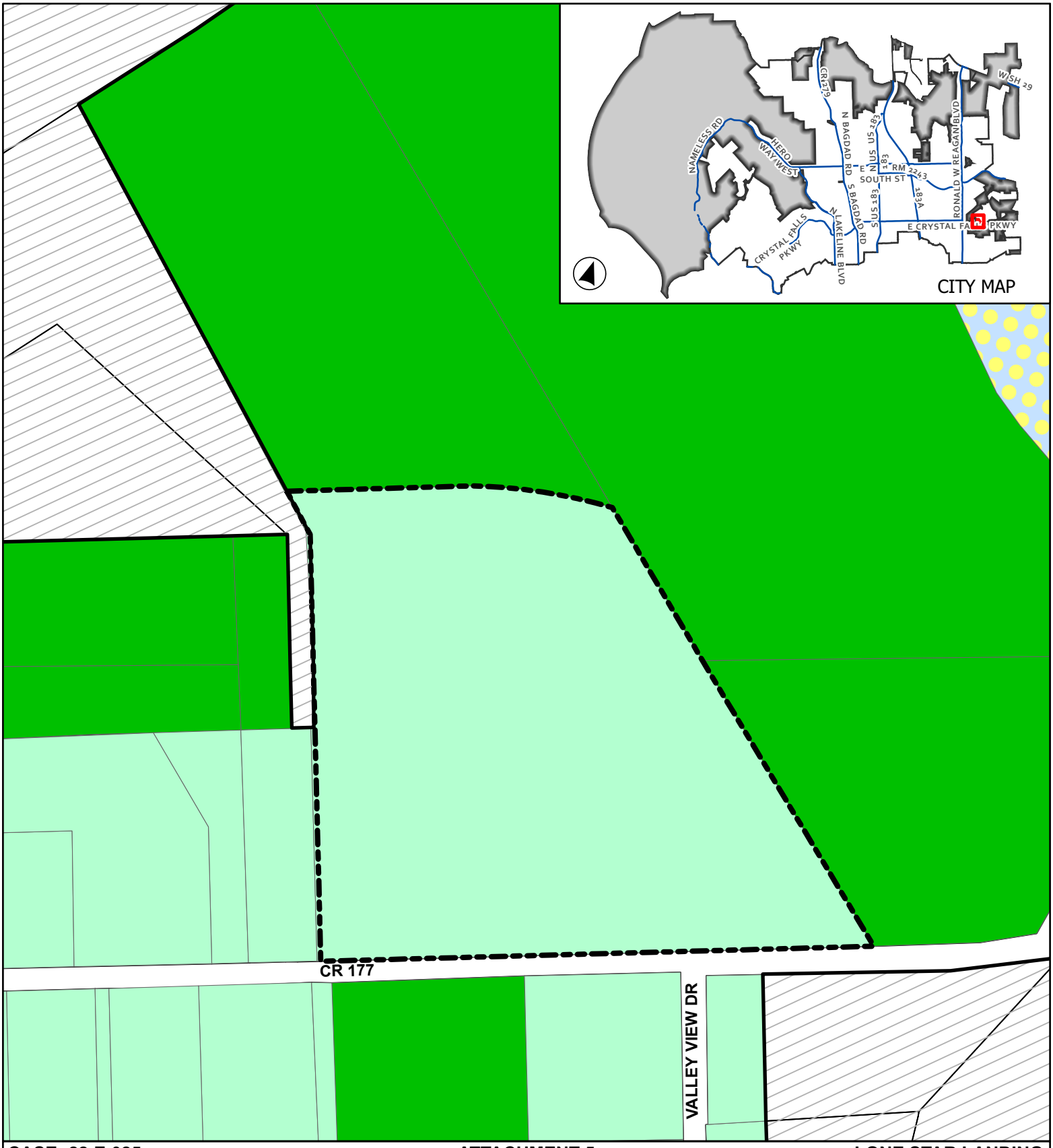
0 162.5 325

Feet

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



CASE: 22-Z-025 **ATTACHMENT 5** **LONE STAR LANDING**

Proposed Zoning

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

0 100 200
Feet

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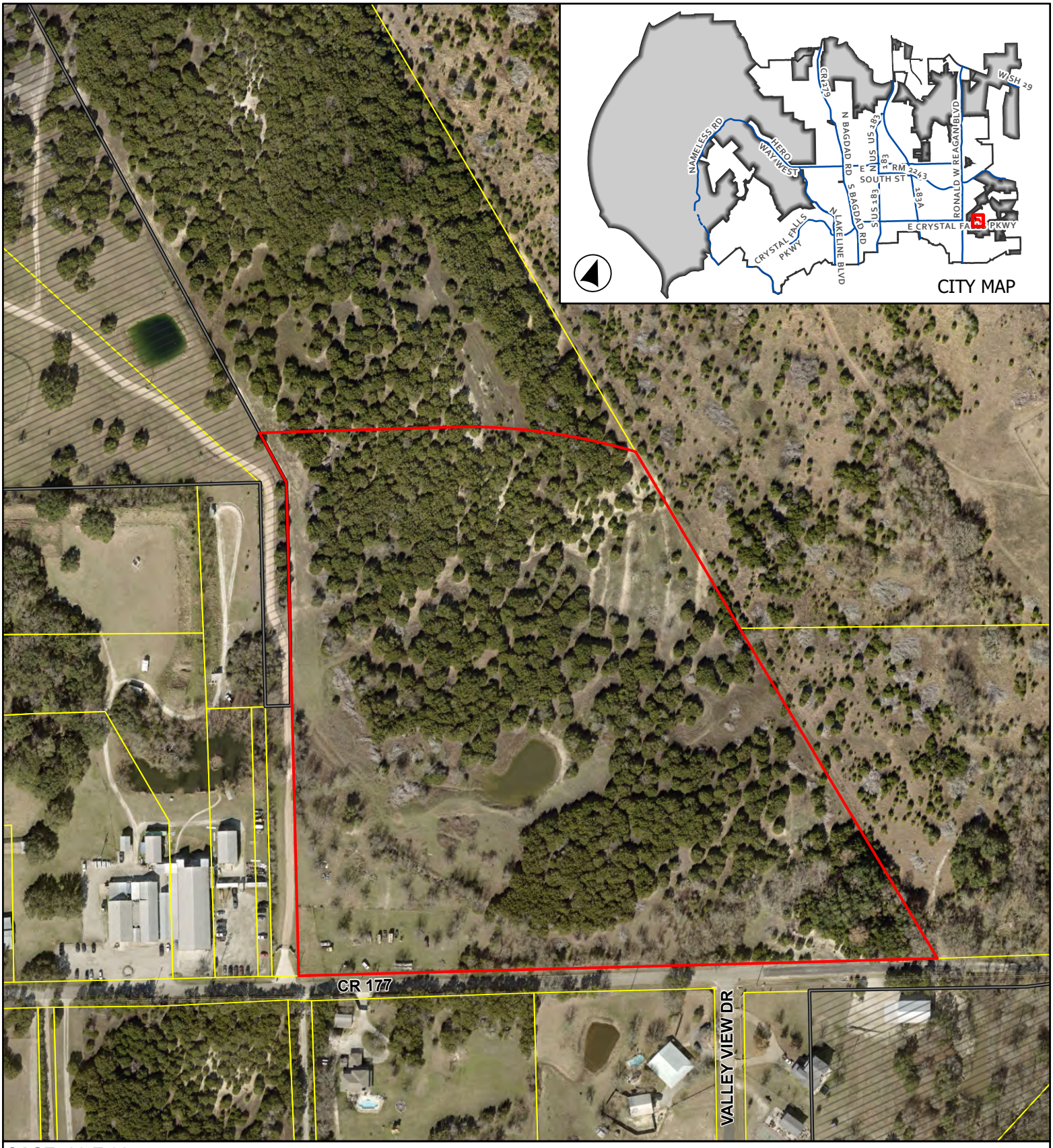

CASE: 22-Z-025

ATTACHMENT 6

LONE STAR LANDING

Aerial Map

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

0 100 200

Feet

- Leander City Limits
- Leander ETJ
- Subject Area

ELI ENGINEERING

Firm # 17877

October 24, 2022

Ms. Robin M. Griffin, AICP
Executive Director of Development Services
PO Box 319
Leander, TX 78646

Re: Lone Star Landing – Zoning Application Letter of Intent

Dear Ms. Griffin:

On behalf of Texas Lone Star Landing, LLC, we are revising the application for zoning to include only 21.60 acres of the 37 acre property which includes the property south of and including the future Crystal Falls Parkway. A portion of the property is currently zoned Single Family Rural (SFR) and the remainder Single Family Suburban (SFS). Based on the recently adopted Resolution approved by City Council, we are requesting the entire 21.60 acre property south of and including Crystal Falls be zoned SFS-2-B. The SFR zoning is the original zoning assigned to the property when it was annexed. It seems like the division of the property by the future Crystal Falls ROW makes a natural division for land use. The remaining 15.42 acres will remain unchanged as SFR-1-B for this application.

Since the Owner has withdrawn the original request for SFT and SFC zoning and the request is consistent with Council's resolution, there are no higher standards proposed.

We are requesting full staff support for the zoning and placed for consideration at the November 24th upcoming Planning Commission meeting for consideration.

If you need additional information, please do not hesitate to contact my office.

Best Regards,

Gary Eli Jones, P.E.

512-658-8095 **700 THERESA CV, CEDAR PARK, TX** **gejtexas@gmail.com**

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

This summary is only required for a PUD or a Minor PUD.

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

   Reached out to adjacent property owners by phone. Mailout to property owners within 500-ft to solicit concerns and let them know what is proposed. Met with Mr. & Mrs Jerry Thomas and Mr. LaRue. Other than those two property owners, have not has any other calls on the property other than builders wanting to buy lots.

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

   There are 4 subdivisions identified on the Appraisal Map. I have not found any HOA associated with any of these neighborhoods. The list of neighborhoods and property owners is included with this submittal.

3. What concerns were raised during these communications?

   Mr. LaRue has expressed strong desire to keep future Crystal Falls north of this property and claims to have discussed that with adjacent property owners. The Thomas's concerns were with how the future arterial affects their current home.

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

   The alignment of future Crystal Falls Parkway will be north of LaRue property.

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

Signature: Gary Jones Date 6/30/2022

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE PARCEL OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO SFS-2-B (SINGLE-FAMILY SUBURBAN); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 21.599 acres ±; being more particularly described in Exhibit "A"; commonly known as 800 CR 177; identified by Williamson Central Appraisal District tax identification number R031560; more particularly described in Instrument Number 2022036484 recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban) as shown in Exhibit "A".

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

notation as prescribed by the City's zoning ordinance.

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

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

PASSED AND APPROVED on First Reading this the 15th day of December, 2022.
FINALLY PASSED AND APPROVED on this the 5th day of January, 2023.

ATTEST:	**THE CITY OF LEANDER, TEXAS:**
_____	_____
Dara Crabtree, City Secretary	Christine DeLisle, Mayor

D R A F T

MINUTES
PLANNING & ZONING COMMISSION
CITY OF LEANDER, TEXAS

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

November 22, 2022 at 7:00 PM

Place 1 – Donnie Mahan, *Vice Chair*	**Place 5 – James Oliver**
Place 2 – John Cosgrove, *Chair*	**Place 6 – Laura Lantrip**
Place 3 – Ron May	**Place 7 – Rick Carpenter**
Place 4 – Deirdre Moss	

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

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

2. Roll Call.

   All Commissioners are present except Chair Cosgrove and Vice Chair Mahan.

3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the November 17, 2022, meeting.

4. Review of meeting protocol.

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

CONSENT AGENDA: ACTION

6. Re-approval of Subdivision Case 21-TOD-FP-016 regarding Northline Blocks C & D Final Plat on three parcels of land approximately 5.3108 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R605059, R517094, and R605057; generally located to the southeast of the intersection of Main Street and East San Gabriel Parkway, Leander, Williamson County, Texas.

7. Approval of Minutes.
Motion made by Commissioner May to approve the Consent Agenda items 6 and 7, seconded by Commissioner Carpenter.

5 - 0 Passed

PUBLIC HEARING: ACTION

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

James Pittman, Alexandra Lagmanson and Lena F. Simon spoke against.
No one spoke in favor.

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

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

5 - 0 Passed

REGULAR AGENDA

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

Motion made by Commissioner Ron May, seconded by Commissioner James Oliver to approve the zoning case.

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

5 - 0 Passed

10. Adjournment at 7:35.

APPROVED:

_____
CHAIRMAN COSGROVE

ATTEST:

_____

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY

AGENDA ITEM # 17

EXECUTIVE SUMMARY
01/05/2023

AGENDA SUBJECT:

Conduct a Public Hearing and consider action regarding Zoning Case Z-22-0021 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Bar W Ranch East Commercial PUD (Planned Unit Development) with the base zoning districts of SFT-2-A (Single-Family Townhouse) and GC-2-A (General Commercial) on one (1) parcel of land approximately 51.426 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R021711; and generally located to the southeast of the intersection of Kauffman Loop and Ronald W. Reagan Boulevard., Leander, Williamson County, Texas.***[Postponed due to notification error]***

BACKGROUND:

PRESENTER:

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

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AGENDA ITEM # 18

EXECUTIVE SUMMARY
01/05/2023

AGENDA SUBJECT:

Conduct a Public Hearing regarding Subdivision Case CP-22-0007 to adopt the Beasley Subdivision Concept Plan and Subdivision Case PP-22-0010 to adopt the Beasley Subdivision Preliminary Plat on one parcel of land approximately 13.437 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R620136; generally located southwest of RM 2243 and Ronald W. Reagan Boulevard., Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-22-0007 and PP-22-0010 as described above.

BACKGROUND:

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

HISTORY/TIMELINE:

03/21/2013 - Zoning Approved
12/20/2022 - Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Cool Breeze Consultants LLC (John McIntire) on behalf of BW Ronald Reagan 2243 LLC (T. Austin Simmons)

RECOMMENDATION:

The proposal includes two (2) commercial lots. Staff recommends approval of this request. The Planning & Zoning Commission unanimously recommended approval of the request at the December 20, 2022 meeting.

PRESENTER:

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

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Attachments

1. Concept Plan & Preliminary Plat
2. Location Exhibit
3. P&Z Minutes

BEASLEY SUBDIVISION REPLAT
CONCEPT PLAN AND PRELIMINARY PLAT
PROJECT # 22-CP-007 & 22-PP-010

GENERAL PLAT NOTES

1. THIS SUBDIVISION IS WHOLLY CONTAINED WITHIN THE CURRENT CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS.
2. NOT LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF LEANDER WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
3. A BUILDING PERMIT IS REQUIRED FROM THE CITY OF LEANDER PRIOR TO CONSTRUCTION OF ANY BUILDING OR SITE IMPROVEMENTS ON ANY LOT IN THIS SUBDIVISION.
4. NO BUILDINGS, FENCES, LANDSCAPING, OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.
5. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF LEANDER.
6. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
7. IN ADDITION TO THE EASEMENT SHOWN HEREON, A TWENTY (20') FOOT WIDE PUBLIC UTILITY, LANDSCAPE, AND PEDESTRIAN ACCESS EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL RIGHT-OF-WAY AND A TWO AND A HALF (2.5') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES FOR ALL NONRESIDENTIAL LOTS.
8. A PORTION OF THE TRACTS SHOWN HEREON LIE WITHIN ZONE "AE" (AREAS DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOODPLAIN), AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48491C0460F DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
9. BUILDING SETBACKS NOT SHOWN HEREON SHALL COMPLY WITH THE MOST CURRENT ZONING ORDINANCE OF THE CITY OF LEANDER. ADDITIONAL RESIDENTIAL GARAGE SETBACKS MAY BE REQUIRED AS LISTED IN THE CURRENT ZONING ORDINANCE.
10. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF RM 2243 AND RONALD REAGAN, THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.
11. ALL UTILITY LINES MUST BE LOCATED UNDERGROUND.

PROPOSED IMPROVEMENT NOTES

PUBLIC IMPROVEMENTS INCLUDE:

1. 10' CONCRETE SIDEWALKS ALONG RM 2243 AND RONALD REAGAN BOULEVARD
2. 10' CONCRETE TRAIL ALONG BRUSHY CREEK
3. 8" WATER LINE AND FIRE HYDRANT ASSEMBLIES ALONG RONALD REAGAN BOULEVARD
4. 8' WATER LINE CONNECTION TO EXISTING WATER LINE SYSTEM ALONG RONALD REAGAN BOULEVARD
5. 8" WASTEWATER CONNECTION TO THE EXISTING PUBLIC WASTEWATER SYSTEM

PRIVATE IMPROVEMENTS INCLUDE:

1. ALL WASTEWATER LINES AND MANHOLES EXCLUDING THE PROPOSED 8" WASTEWATER CONNECTION TO THE EXISTING PUBLIC WASTEWATER SYSTEM
2. ALL STORM SEWER LINES AND STRUCTURES AND DETENTION POND
3. FIRE HYDRANT ASSEMBLY LOCATED ON LOT 1-A

PROJECT INFORMATION

OWNER
BW RONALD REAGAN 2243 LLC
3708 W. SWANN AVENUE, SUITE 200
TAMPA, FL 33609
(817) 874-1700

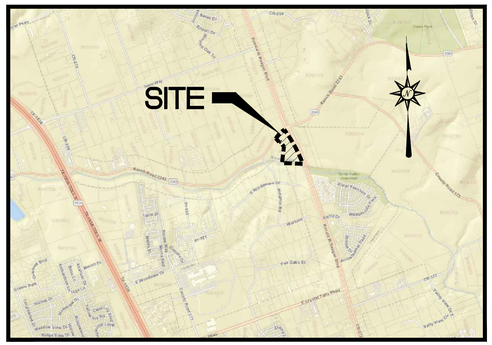
ENGINEER & AGENT
JOHN MCINTYRE, P.E.
COOL BREEZE CONSULTANTS, LLC
1314 AVENUE A, SUITE A
KATY, TX 77493
(979) 255-9326

SURVEYOR
ABRAM DASHNER
ABRAM DASHNER RPLS, LLC
6448 E. HIGHWAY 290, SUITE B-105
AUSTIN, TX 78723
(512) 244-3395

FILING DATE: APRIL 19, 2022

ZONING: GC-3B & GC-2B (GENERAL COMMERCIAL)

FUTURE LAND USES: ACTIVITY CENTER, PRIORITY MULTI-USE CORRIDOR, & GREENWAY



VICINITY MAP
1" = 2,000'

LAND USE SUMMARY TABLE	
TOTAL AREA OF SITE	13.437 ACRES
LAND USE BY ACREAGE	
- ACTIVITY CENTER	8.949 ACRES
- MULTI-USE CORRIDOR	2.012 ACRES
- GREENWAY	2.476 ACRES
TOTAL NUMBER OF LOTS	2 LOTS
LOTS BY PROPOSED USE (ACREAGE)	
- LOT 1-A	CONVENIENCE STORE WITH GAS PUMPS (3.261 ACRES)
- LOT 1-B	GENERAL COMMERCIAL (10.176 ACRES)

COOL BREEZE CONSULTANTS LLC
1314 Avenue A, Suite A
Katy, TX 77493
Phone: 832-349-4018
Email: admin@coolbreezeconsultants.com
www.coolbreezeconsultants.com
TBPE FIRM # F-20465

CIVIL SHEET INDEX	
Sheet Number	Sheet Title
1 of 9	COVER SHEET
2 of 9	CONCEPT PLAN
3 of 9	EXISTING CONDITIONS
4 of 9	PRELIMINARY PLAT
5 of 9	IMPROVEMENTS PLAN
6 of 9	DRAINAGE PLAN
7 of 9	WATER PLAN
8 of 9	WASTEWATER PLAN
9 of 9	TREE PROTECTION PLAN

Seal
STATE OF TEXAS
JOHN PATRICK MCINTYRE
124991
LICENSED
PROFESSIONAL ENGINEER
10/18/2022
F-20465

COOL BREEZE CONSULTANTS LLC
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Phone: 832-349-4018
Email: admin@coolbreezeconsultants.com
www.coolbreezeconsultants.com
TBPE FIRM # F-20465
PROFESSIONAL ENGINEERING SERVICES

BEASLEY SUBDIVISION REPLAT
8101 RM 2243
LEANDER, TEXAS 78641
WILLIAMSON COUNTY

TXB

PROJECT NO: 21-16
DATE: 10/18/22
SCALE: N.T.S.
DRAWN BY: ML/DNH
CHECKED: JPM
APPROVED: GM

NO.	DESCRIPTION	DATE	INIT.

SHEET TITLE:
COVER SHEET

Sheet No.
1 of 9

FILE PATH: C001 COVER SHEET.dwg PLOT DATE: 2022-10-18 SAVED BY: JOHNMCINTYRE

BENCHMARK A:

TBM "A": CUT SQUARE IN BASE OF HPT POLE.
NAVD88(2012B) ELEV = 903.80'

BENCHMARK B:

TBM "B": CUT SQUARE IN RIBBON CURB.
NAVD88(2012B) ELEV = 888.12'

BENCHMARK C:

TBM "C": CUT SQUARE IN BASE OF HPT POLE.
NAVD88(2012B) ELEV = 888.29'

LEGEND

PROPERTY BOUNDARY

100-YEAR ATLAS 14 FLOODPLAIN

100-YEAR FEMA FLOODPLAIN

PROPOSED EASEMENT

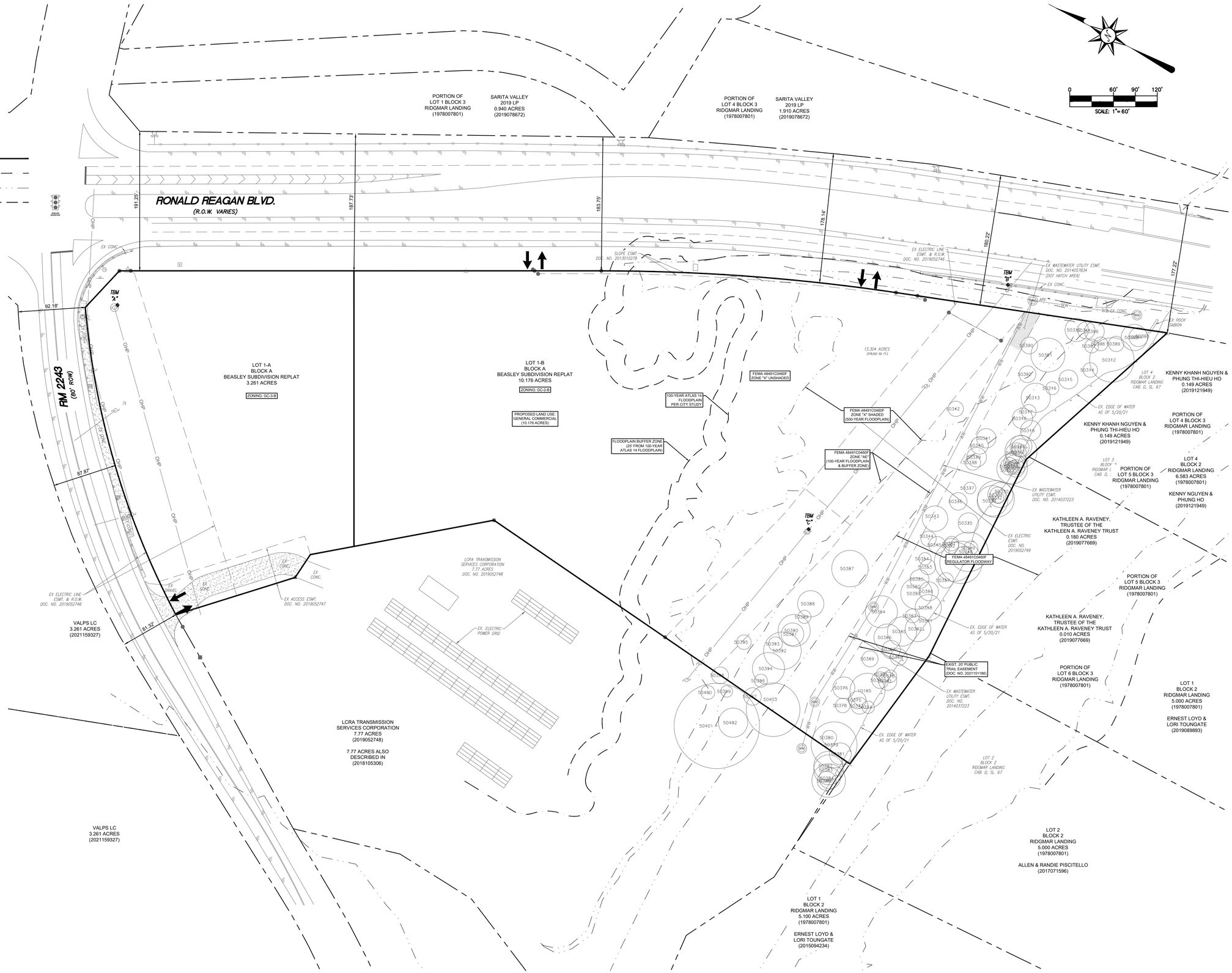
GENERAL NOTES

1. BOTH LOTS ARE LOCATED IN THE CITY OF LEANDER LIMITS.
2. THE PROPOSED LAND USE FOR LOT 1-A IS CONVENIENCE STORE WITH GAS PUMPS, AND THIS IS COMPATIBLE WITH THE GC-3B ZONING DISTRICT.
3. THE PROPOSED LAND USE FOR LOT 1-B IS GENERAL COMMERCIAL, AND THIS IS COMPATIBLE WITH THE GC-2B & GC-3B ZONING DISTRICTS.
4. PER THE ITE TRIP GENERATION (10TH EDITION OF THE TRIP GENERAL MANUAL) CALCULATIONS, THE AVERAGE WEEKDAY TRAFFIC VOLUME FOR LOT 1-A IS 4,682 TRIPS AND LOT 1-B IS 5,322 TRIPS.

BOUNDARY STREET IMPROVEMENTS

RONALD REAGAN BOULEVARD:

1. PROPOSED RIGHT-TURN DECELERATION LANE



Seal

STATE OF TEXAS
JOHN PATRICK MCINTYRE
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PROFESSIONAL ENGINEER
10/18/2022
F-20465

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BEASLEY SUBDIVISION REPLAT

8101 RM 2243
LEANDER, TEXAS 78641
WILLIAMSON COUNTY

PROJECT NO:	21-16
DATE:	10/18/22
SCALE:	1" = 60'
DRAWN BY:	MU/DNH
CHECKED:	JPM
APPROVED:	GM

NO.	DESCRIPTION	DATE	INIT.

SHEET TITLE:

CONCEPT PLAN

Sheet No.

2 of 9

FILE PATH: C100 SITE PLAN.dwg PLOT DATE: 2022-10-18 SAVED BY: JOHNMCINTYRE

BENCHMARK A:

TBM "A": CUT SQUARE IN BASE OF HPT POLE.
NAVD88(2012B) ELEV = 903.80'

BENCHMARK B:

TBM "B": CUT SQUARE IN RIBBON CURB.
NAVD88(2012B) ELEV = 888.12'

BENCHMARK C:

TBM "C": CUT SQUARE IN BASE OF HPT POLE.
NAVD88(2012B) ELEV = 888.29'

LEGEND

PROPERTY BOUNDARY

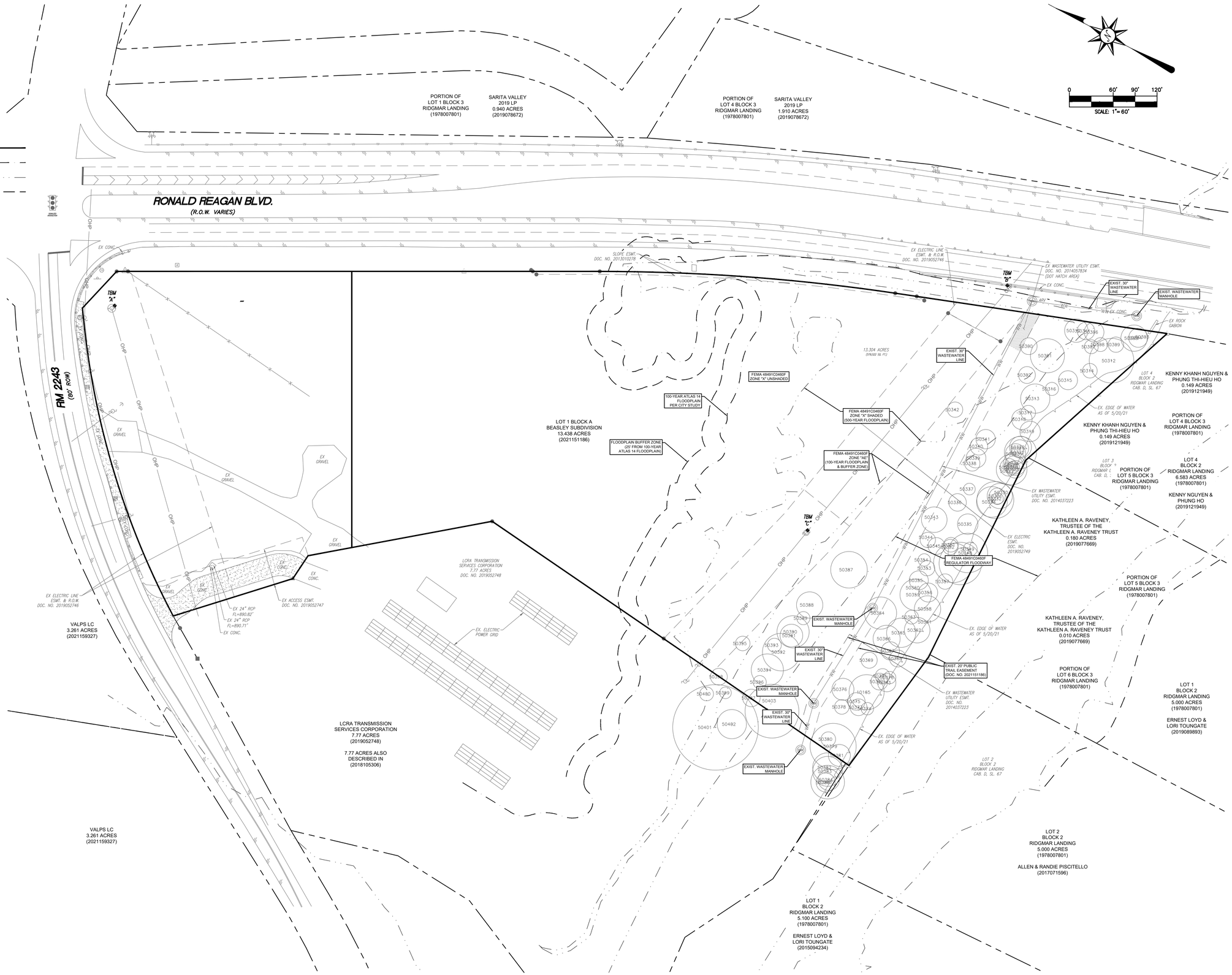
100-YEAR ATLAS 14 FLOODPLAIN

100-YEAR FEMA FLOODPLAIN

PROPOSED EASEMENT

GENERAL NOTES

1. THE PROJECT SITE IS LOCATED IN THE CITY OF LEANDER LIMITS.
2. THE PROJECT SITE IS LOCATED IN THE EDWARD'S AQUIFER CONTRIBUTING ZONE.



Seal

STATE OF TEXAS
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BEASLEY SUBDIVISION REPLAT

8101 RM 2243
LEANDER, TEXAS 78641
WILLIAMSON COUNTY

PROJECT NO:	21-16
DATE:	10/18/22
SCALE:	1" = 60'
DRAWN BY:	MU/DNH
CHECKED:	JPM
APPROVED:	GM

NO.	DESCRIPTION	DATE	INIT.

SHEET TITLE:

EXISTING CONDITIONS

Sheet No.

3 of 9

FILE PATH: C100 SITE PLAN.dwg PLOT DATE: 2022-10-18 SAVED BY: JOHNMCINTYRE

BEASLEY SUBDIVISION REPLAT
PRELIMINARY PLAT

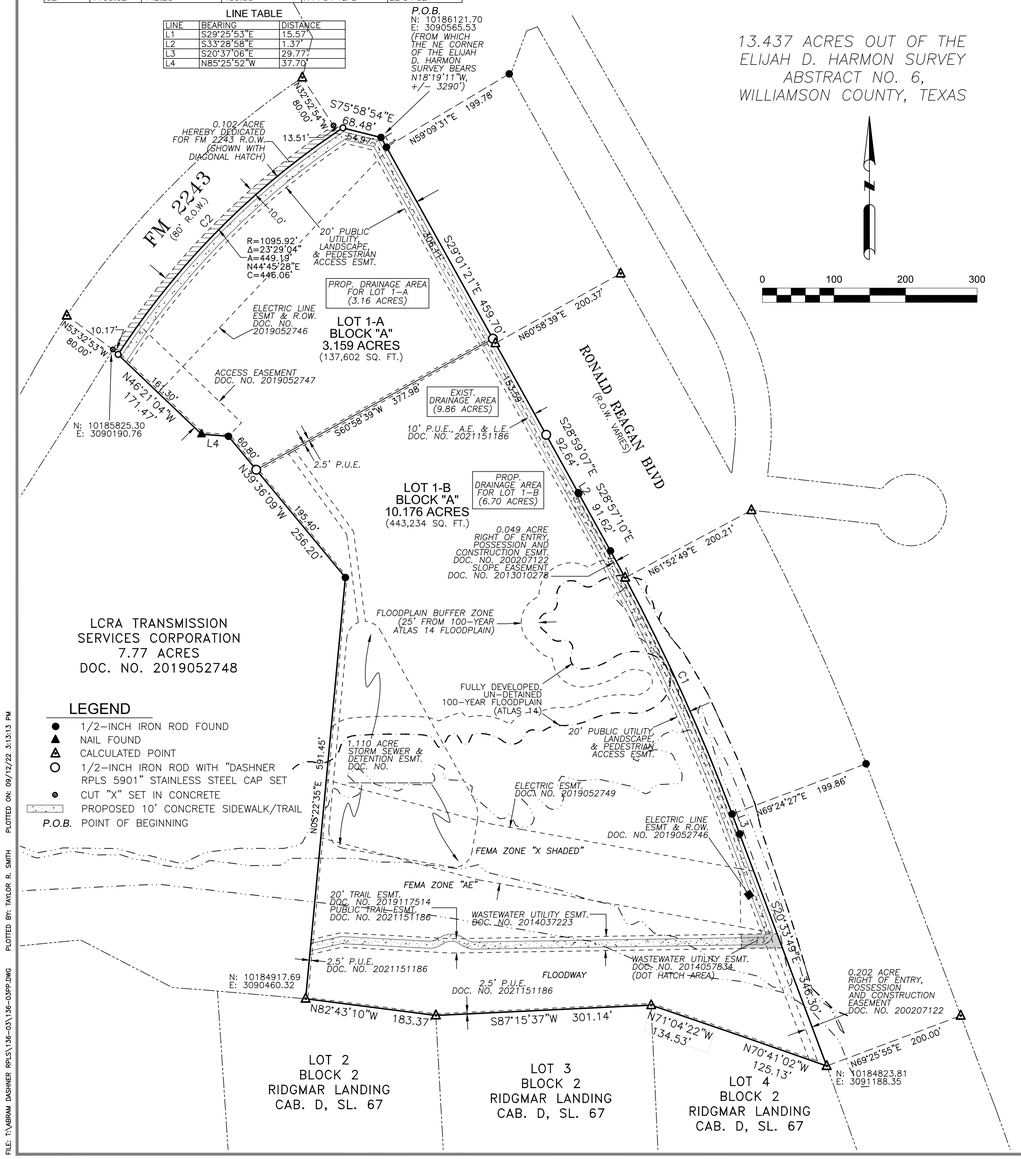
13.437 ACRES OUT OF THE ELIJAH D. HARMON SURVEY ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2764.79'	405.65'	405.29'	S24°48'11"E	8°24'23"
C2	1105.92'	442.29'	439.35'	N44°34'12"E	22°54'52"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S29°25'53"E	15.57'
L2	S33°28'58"E	1.37'
L3	S20°37'06"E	29.77'
L4	N85°25'52"W	37.70'



LEGEND

- ● 1/2-INCH IRON ROD FOUND
- ▲ NAIL FOUND
- △ CALCULATED POINT
- ○ 1/2-INCH IRON ROD WITH "DASHNER RPLS 5901" STAINLESS STEEL CAP SET
- ⊙ CUT "X" SET IN CONCRETE
- PROPOSED 10' CONCRETE SIDEWALK/TRAIL
- P.O.B. POINT OF BEGINNING

DESCRIPTION

13.437 ACRES OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, SITUATED IN THE CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS, AND BEING LOT 1, BLOCK A, BEASLEY SUBDIVISION, OF RECORD IN DOCUMENT NO. 2021151186, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 13.437 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD FOUND AT THE SOUTHEAST TERMINUS OF A RIGHT-OF-WAY RETURN LINE CONNECTING THE SOUTH RIGHT-OF-WAY LINE OF F.M. 2243 (80' R.O.W.) AND THE WEST RIGHT-OF-WAY LINE OF RONALD REAGAN BLVD. (R.O.W. VARIES), FOR THE NORTHEASTERLY CORNER OF SAID LOT 1 AND HEREOF;

THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE OF RONALD REAGAN BLVD., BEING THE EAST LINE OF SAID LOT 1, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. S29°25'53"E, A DISTANCE OF 15.57 FEET TO A 1/2-INCH IRON ROD FOUND, FOR AN ANGLE POINT;
2. S29°01'21"E, A DISTANCE OF 459.70 FEET TO A 1/2-INCH IRON ROD WITH "DASHNER RPLS 5901" STAINLESS STEEL CAP SET, FOR AN ANGLE POINT;
3. S28°59'07"E, A DISTANCE OF 92.64 FEET TO A 1/2-INCH IRON ROD FOUND, FOR AN ANGLE POINT;
4. S33°28'58"E, A DISTANCE OF 1.37 FEET TO A 1/2-INCH IRON ROD FOUND, FOR AN ANGLE POINT;
5. S28°57'10"E, A DISTANCE OF 91.62 FEET TO A 1/2-INCH IRON ROD FOUND AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
6. ALONG SAID CURVE, HAVING A RADIUS OF 2764.79 FEET, A CENTRAL ANGLE OF 08°24'23", AN ARC LENGTH OF 405.65 FEET, AND A CHORD WHICH BEARS S24°48'11"E, A DISTANCE OF 405.29 FEET TO A 1/2-INCH IRON ROD FOUND AT THE POINT OF TANGENCY OF SAID CURVE;
7. S20°37'06"E, A DISTANCE OF 29.77 FEET TO A 1/2-INCH IRON ROD FOUND, FOR AN ANGLE POINT;
8. S20°33'49"E, A DISTANCE OF 346.30 FEET TO A CALCULATED POINT (INUNDATED) IN BRUSHY CREEK, BEING IN THE NORTH LINE OF LOT 4, BLOCK 2, OF RIDGMAR LANDING, A SUBDIVISION OF RECORD IN CABINET D, SLIDE 67, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEASTERLY CORNER OF SAID LOT 1 AND HEREOF;

THENCE, LEAVING SAID WEST RIGHT-OF-WAY LINE, ALONG THE NORTH LINE OF SAID BLOCK 2, GENERALLY WITH THE MEANDERS OF BRUSHY CREEK, BEING THE SOUTH LINE OF SAID LOT 1, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. N70°41'02"W, A DISTANCE OF 125.13 FEET TO A CALCULATED POINT (INUNDATED), FOR AN ANGLE POINT;
2. N71°04'22"W, A DISTANCE OF 134.53 FEET TO A CALCULATED POINT (INUNDATED), FOR AN ANGLE POINT;
3. S87°15'37"W, A DISTANCE OF 301.14 FEET TO A CALCULATED POINT (INUNDATED), FOR AN ANGLE POINT;
4. N82°43'10"W, A DISTANCE OF 183.37 FEET TO A CALCULATED POINT (INUNDATED) AT THE SOUTHWEST CORNER OF SAID LOT 6, BEING THE SOUTHEAST CORNER OF THAT CERTAIN 7.77 ACRE TRACT CONVEYED TO LCRA TRANSMISSION SERVICES CORPORATION, BY DEED OF RECORD IN DOCUMENT NO. 2019052748, OF SAID OFFICIAL PUBLIC RECORDS, FOR THE SOUTHWESTERLY CORNER OF SAID LOT 1 AND HEREOF;

THENCE, ALONG THE EAST LINE OF SAID 7.77 ACRE TRACT, BEING THE WEST LINE OF SAID LOT 1, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. N05°22'35"E, A DISTANCE OF 591.45 FEET TO A 1/2-INCH IRON ROD FOUND, FOR AN ANGLE POINT;
2. N39°36'09"W, A DISTANCE OF 256.20 FEET TO A 1/2-INCH IRON ROD FOUND, FOR AN ANGLE POINT;
3. N85°25'52"W, A DISTANCE OF 37.70 FEET TO AN 80D NAIL FOUND, FOR AN ANGLE POINT;
4. N46°21'04"W, A DISTANCE OF 171.47 FEET TO A CUT "X" SET IN A CONCRETE DRIVEWAY AT THE NORTHEAST CORNER OF SAID 7.77 ACRE TRACT, BEING THE NORTHWEST CORNER OF SAID LOT 1, ALSO BEING IN SAID SOUTH RIGHT-OF-WAY LINE OF F.M. 2243, FOR THE NORTHWESTERLY CORNER HEREOF;

THENCE, ALONG SAID SOUTH RIGHT-OF-WAY LINE, BEING THE NORTH LINE OF SAID LOT 1, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1105.92 FEET, A CENTRAL ANGLE OF 22°54'52", AN ARC LENGTH OF 442.29 FEET, AND A CHORD WHICH BEARS N44°34'12"E, A DISTANCE OF 439.35 FEET TO A CUT "X" SET IN A CONCRETE SIDEWALK AT THE NORTHWEST TERMINUS OF SAID RIGHT-OF-WAY RETURN LINE, FOR AN ANGLE POINT;

THENCE, S75°58'54"E, ALONG SAID RIGHT-OF-WAY RETURN LINE, BEING THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 68.48 FEET TO THE POINT OF BEGINNING, AND CONTAINING 13.437 ACRES (585,293 SQUARE FEET) OF LAND, MORE OR LESS.

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83(2011), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT AS FOUND IN THE TITLE POLICY OR THROUGH DISCOVERY OF A TITLE SEARCH PREPARED FOR THE MOST RECENT PURCHASE OF PROPERTY.

NOTE: TCEQ APPROVAL WILL BE PROVIDED FOR WATER QUALITY REQUIREMENTS DURING THE CONSTRUCTION PLAN SUBMITTAL.

OWNER: BW RONALD REAGAN 2243 LLC
3708 W. SWANN AVE. SUITE 200
TAMPA, FL 33609
ACREAGE: 13.437
PATENT SURVEY: ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6
NUMBER OF BLOCKS: 1
LINEAR FEET OF NEW STREETS: 0
ACREAGE BY LOT TYPE: DEVELOPMENT: 13.437
NEW R.O.W.: N/A
NUMBER OF LOTS BY TYPE: DEVELOPMENT – 2

REVISED: 09/12/2022

SURVEYOR: ABRAM DASHNER RPLS, LLC
6448 E. HWY 290 STE. B-105
AUSTIN, TX 78723
(512)244-3395

ENGINEER: COOL BREEZE CONSULTANTS LLC
1314 AVENUE A, SUITE A
KATY, TX, 77493
(832)349-4018

CHECKED BY: AD	
JOB NUMBER: 136-03	ISSUE DATE: 11/16/2021
SHEET: 4 OF 9	
22-CP-007 & 22-PP-010	

FILE: T:\ABRAM DASHNER RPLS\136-03\136-03PP.DWG PLOTTED BY: TAYLOR R. SMITH PLOTTED ON: 09/12/22 3:13:13 PM

BENCHMARK A:

TBM "A": CUT SQUARE IN BASE OF HPT POLE.
NAVD88(2012B) ELEV = 903.80'

BENCHMARK B:

TBM "B": CUT SQUARE IN RIBBON CURB.
NAVD88(2012B) ELEV = 888.12'

BENCHMARK C:

TBM "C": CUT SQUARE IN BASE OF HPT POLE.
NAVD88(2012B) ELEV = 888.29'

LEGEND

PROPERTY BOUNDARY

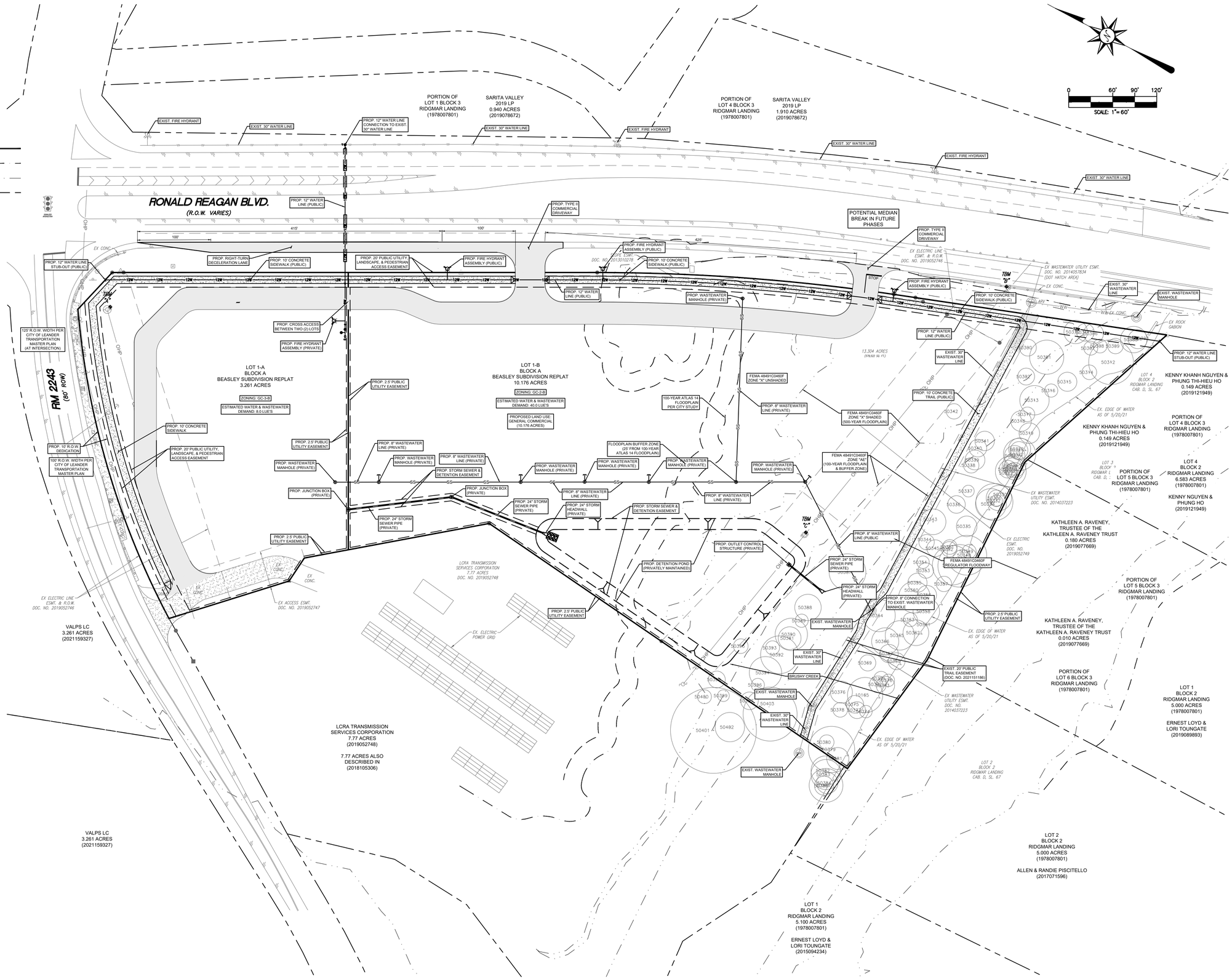
100-YEAR ATLAS 14 FLOODPLAIN

100-YEAR FEMA FLOODPLAIN

PROPOSED EASEMENT

GENERAL NOTES

1. BOTH LOTS ARE LOCATED IN THE CITY OF LEANDER LIMITS.
2. ANY WATER LINE CONSTRUCTED ACROSS RONALD REAGAN BOULEVARD WILL BE BORED. OPEN-CUTTING SHALL NOT BE PERMITTED.
3. THE FLOODPLAIN DEVELOPMENT PERMIT APPLICATION SHALL BE FILED WITH THE CONSTRUCTION PLANS FOR THIS PROJECT.



Seal

STATE OF TEXAS
JOHN PATRICK MCINTYRE
124991
LICENSED
PROFESSIONAL ENGINEER
10/18/2022
F-20465

COOL BREEZE CONSULTANTS LLC
1314 Avenue A, Suite A
Katy, TX 77493
Phone: 832-324-0018
Email: admin@coolbreezeconsultants.com
www.coolbreezeconsultants.com
TBPE FIRM # F-20465
PROFESSIONAL ENGINEERING SERVICES

BEASLEY SUBDIVISION REPLAT

8101 RM 2243
LEANDER, TEXAS 78641
WILLIAMSON COUNTY

TXB

PROJECT NO:	21-16
DATE:	10/18/22
SCALE:	1" = 60'
DRAWN BY:	MLDNH
CHECKED:	JPM
APPROVED:	GM

NO.	DESCRIPTION	DATE	INIT

SHEET TITLE:

IMPROVEMENTS PLAN

Sheet No.

5 of 9

FILE PATH: C100 SITE PLAN.dwg PLOT DATE: 2022-10-18 SAVED BY: JOHNMCINTYRE

BENCHMARK A:

TBM "A": CUT SQUARE IN BASE OF HPT POLE.
NAVD88(2012B) ELEV = 903.80'

BENCHMARK B:

TBM "B": CUT SQUARE IN RIBBON CURB.
NAVD88(2012B) ELEV = 888.12'

BENCHMARK C:

TBM "C": CUT SQUARE IN BASE OF HPT POLE.
NAVD88(2012B) ELEV = 888.29'

LEGEND

PROPERTY BOUNDARY

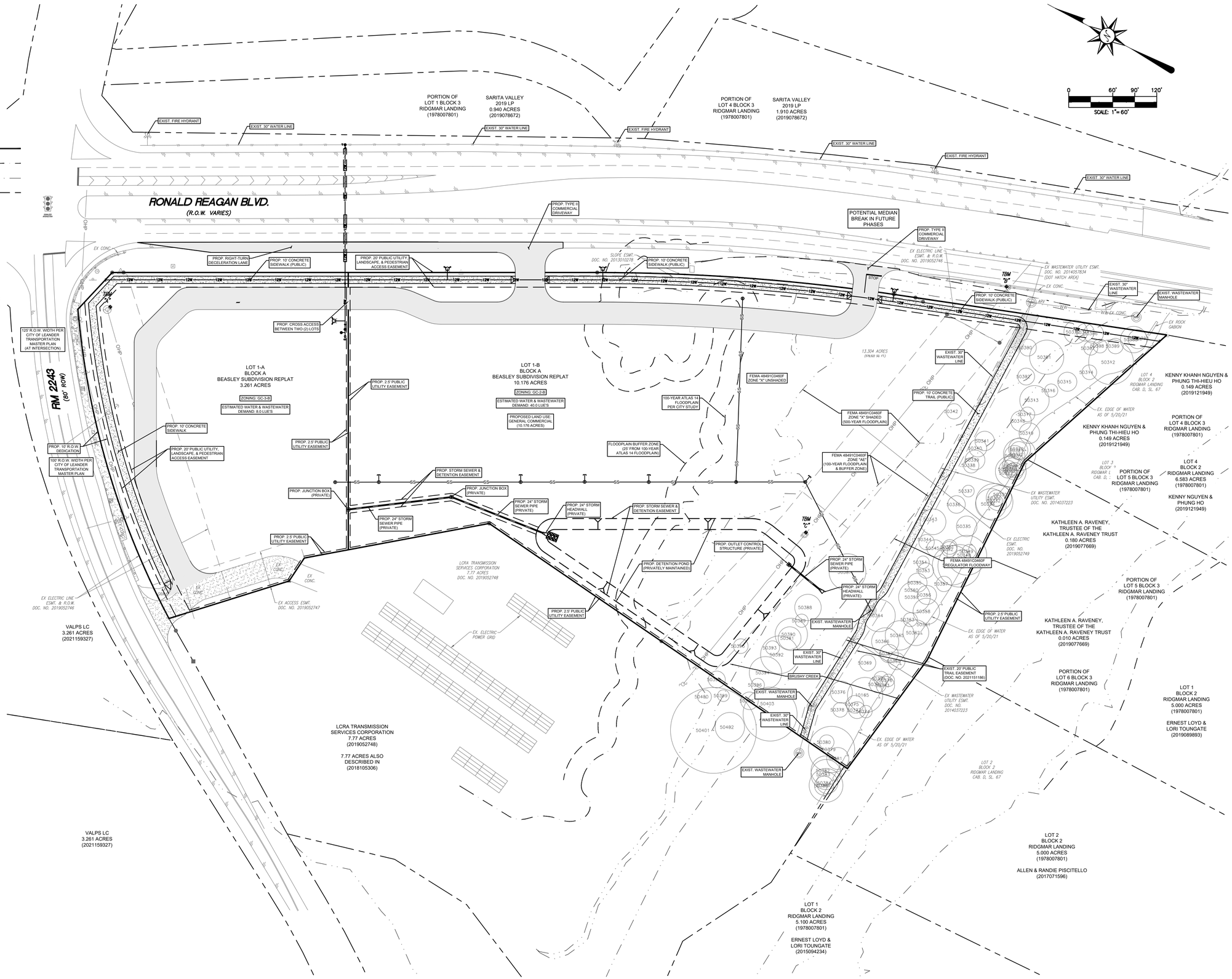
100-YEAR ATLAS 14 FLOODPLAIN

100-YEAR FEMA FLOODPLAIN

PROPOSED EASEMENT

GENERAL NOTES

1. BOTH LOTS ARE LOCATED IN THE CITY OF LEANDER LIMITS.
2. 2" DOMESTIC WATER METER = 8 LUE'S (BASED ON CITY OF LEANDER CODE OF ORDINANCES)
3. THE FLOODPLAIN DEVELOPMENT PERMIT APPLICATION SHALL BE FILED WITH THE CONSTRUCTION PLANS FOR THIS PROJECT.
4. TCEQ APPROVAL FOR WATER QUALITY REQUIREMENTS WILL BE PROVIDED DURING THE CONSTRUCTION PLAN SUBMITTAL.
5. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION SHALL BE FILED WITH THE CONSTRUCTION PLANS.
6. PER THE DRAINAGE REPORT, LOTS 1-A AND 1-B ARE CONSIDERED AS ONE (1) DRAINAGE AREA WITH, AND THE MOST DISTANT TIME OF CONCENTRATION PATH IS UTILIZED.
7. NO OFFSITE DRAINAGE FROM RM 2243 OR RONALD REAGAN BOULEVARD FLOWS THROUGH THE SITE.



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BEASLEY SUBDIVISION REPLAT

8101 RM 2243
LEANDER, TEXAS 78641
WILLIAMSON COUNTY

PROJECT NO:	21-16
DATE:	10/18/22
SCALE:	1" = 60'
DRAWN BY:	MLDNH
CHECKED:	JPM
APPROVED:	GM

NO.	DESCRIPTION	DATE	INIT

SHEET TITLE:

DRAINAGE PLAN

Sheet No.

6 of 9

FILE PATH: C100 SITE PLAN.dwg PLOT DATE: 2022-10-18 SAVED BY: JOHNMCINTYRE

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NAVD88(2012B) ELEV = 903.80'

BENCHMARK B:

TBM "B": CUT SQUARE IN RIBBON CURB.
NAVD88(2012B) ELEV = 888.12'

BENCHMARK C:

TBM "C": CUT SQUARE IN BASE OF HPT POLE.
NAVD88(2012B) ELEV = 888.29'

LEGEND

PROPERTY BOUNDARY

100-YEAR ATLAS 14 FLOODPLAIN

100-YEAR FEMA FLOODPLAIN

PROPOSED EASEMENT

GENERAL NOTES

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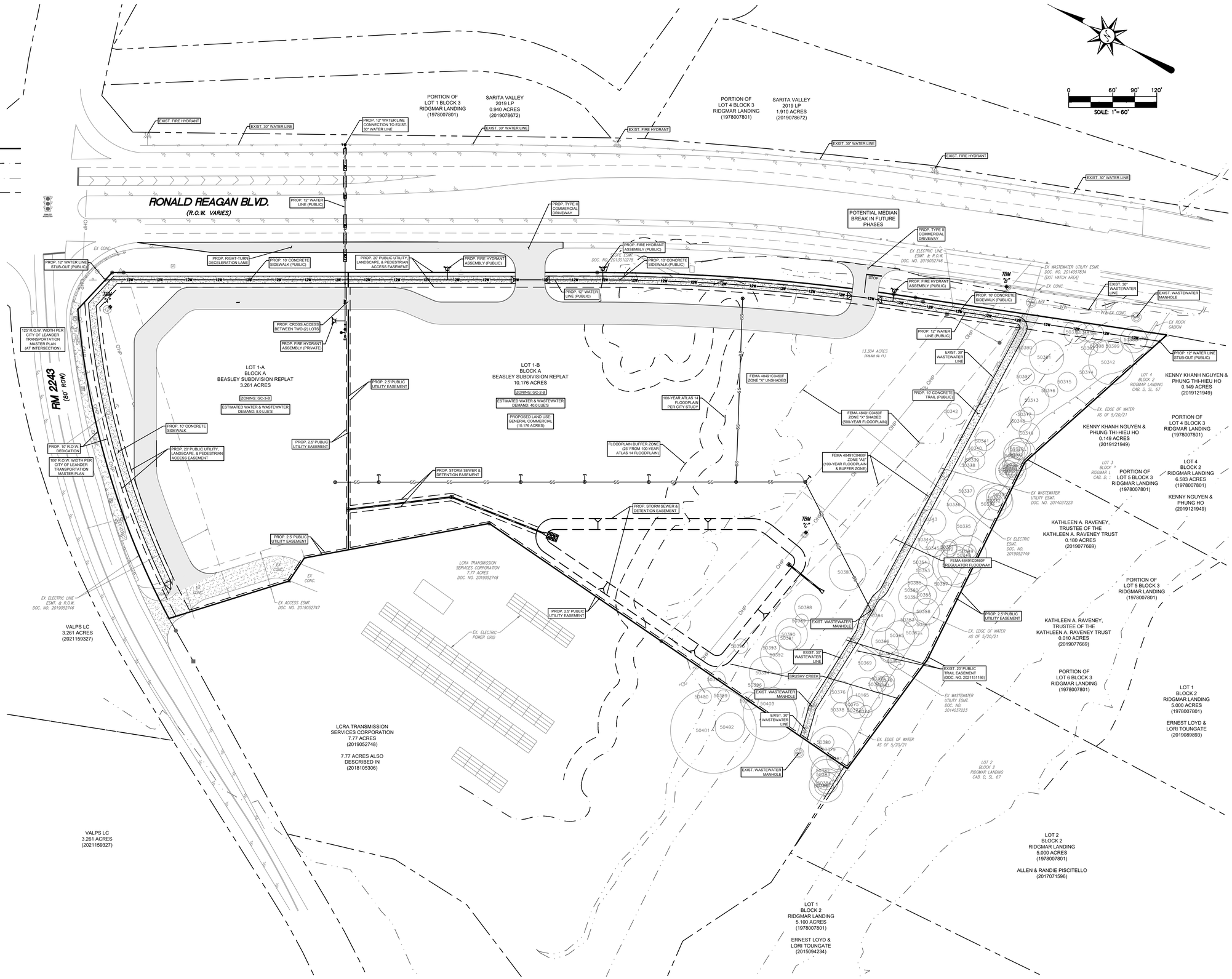

Seal

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CBC

PROFESSIONAL ENGINEERING SERVICES

BEASLEY SUBDIVISION REPLAT

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LEANDER, TEXAS 78641
WILLIAMSON COUNTY

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DRAWN BY:	MLDNH
CHECKED:	JPM
APPROVED:	GM

NO.	DESCRIPTION	DATE	INIT

SHEET TITLE:

WATER PLAN

Sheet No.

7 of 9

Texas811

FILE PATH: C100 SITE PLAN.dwg PLOT DATE: 2022-10-18 SAVED BY: JOHNMCINTYRE

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TBM "C": CUT SQUARE IN BASE OF HPT POLE.
NAVD88(2012B) ELEV = 888.29'

LEGEND

PROPERTY BOUNDARY

100-YEAR ATLAS 14 FLOODPLAIN

100-YEAR FEMA FLOODPLAIN

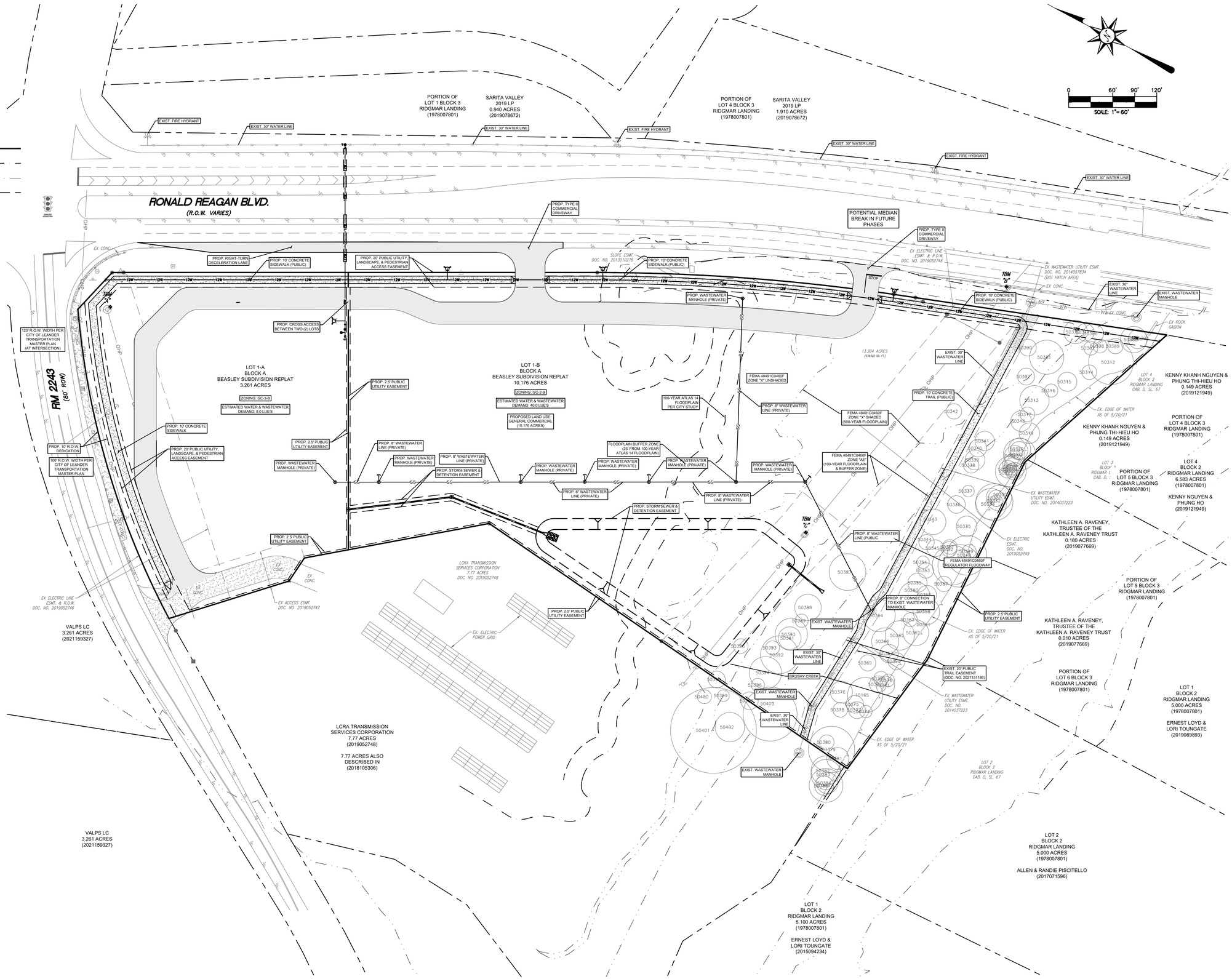
PROPOSED EASEMENT

GENERAL NOTES

1. BOTH LOTS ARE LOCATED IN THE CITY OF LEANDER LIMITS.
2. 2" DOMESTIC WATER METER = 8 LUE'S (BASED ON CITY OF LEANDER CODE OF ORDINANCES)
3. WASTEWATER DEMAND CALCULATIONS:

   AVERAGE DRY WEATHER FLOW: 63 GPD/PERSON X 8 LUE'S X 3.1 PERSON/ LUE = 1,563 GPD

   PEAK WASTEWATER FLOW: 252 GPD/PERSON X 8 LUE'S X 3.1 PERSON/ LUE = 6,250 GPD



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NO.	DESCRIPTION	DATE	INIT

SHEET TITLE:

WASTEWATER PLAN

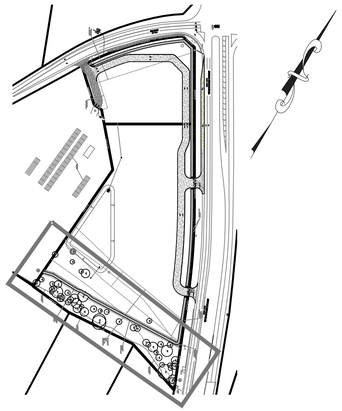
Sheet No.

8 of 9

FILE PATH: C100 SITE PLAN.dwg PLOT DATE: 2022-10-18 SAVED BY: JOHNMCINTYRE

KEY MAP

SCALE 1" = 300'



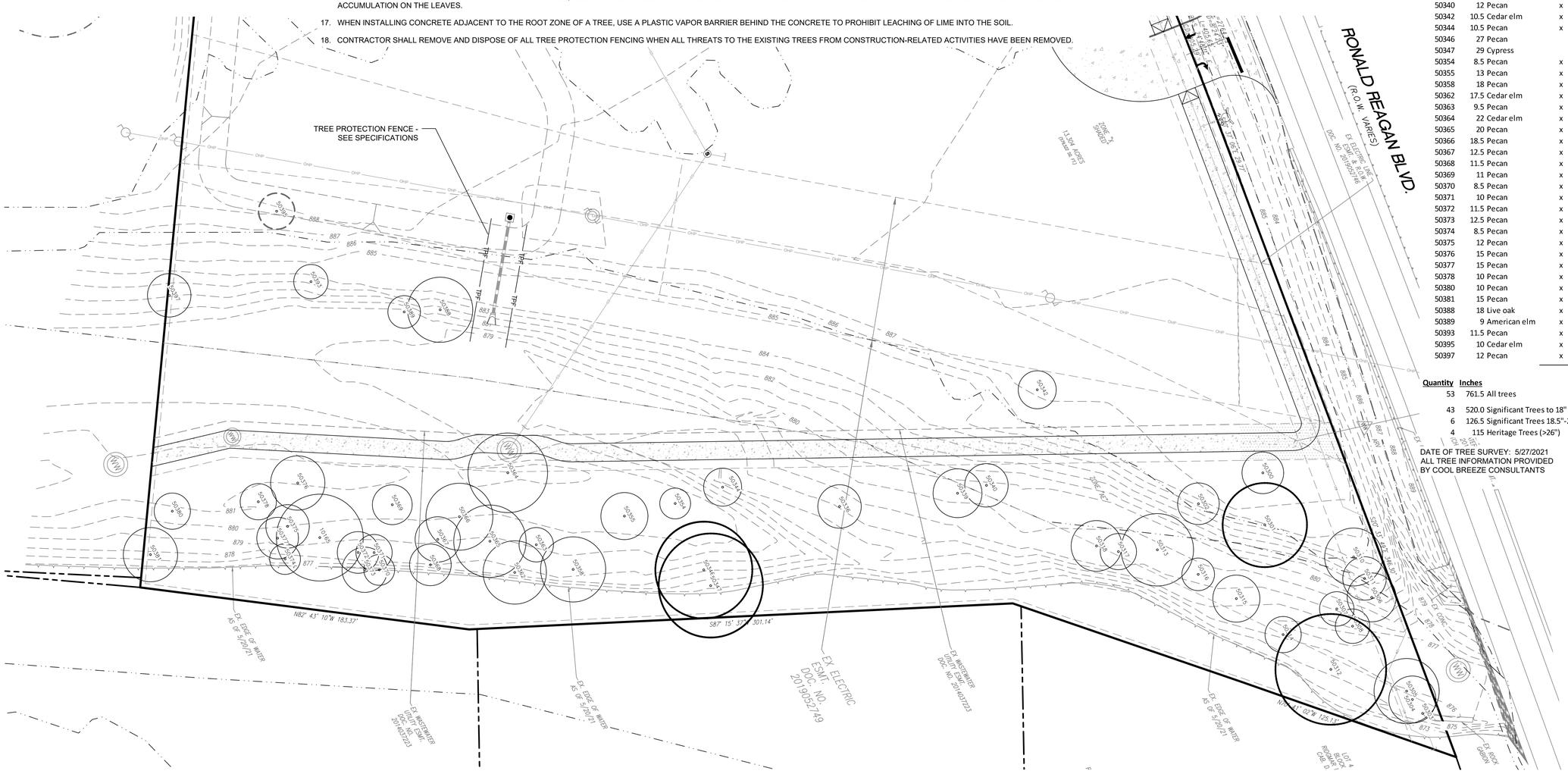
TREE PROTECTION SPECIFICATIONS

MATERIALS

1. FENCING: 6 FOOT HIGH CHAIN LINK FENCING.
2. POSTS: POSTS SHALL BE A MINIMUM OF 72 INCHES LONG AND STEEL.

CONSTRUCTION METHODS

1. ALL TREES AND SHRUBS SHOWN TO REMAIN WITHIN THE PROXIMITY OF THE CONSTRUCTION SITE SHALL BE PROTECTED PRIOR TO BEGINNING ANY DEVELOPMENT ACTIVITY.
2. EMPLOY THE SERVICES OF AN ISA (INTERNATIONAL SOCIETY OF ARBORICULTURE) CERTIFIED ARBORIST AND OBTAIN ALL REQUIRED PERMITS TO PRUNE THE EXISTING TREES FOR CLEANING, RAISING AND THINNING, AS MAY BE REQUIRED.
3. PROTECTIVE FENCING SHALL BE ERECTED OUTSIDE THE CRITICAL ROOT ZONE (CRZ, EQUAL TO 1' FROM THE TRUNK FOR EVERY 1" OF DBH) AT LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE LANDSCAPE CONSULTANT AND/OR CITY ARBORIST, AND IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS. FENCING SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING SITE CONSTRUCTION. TREES IN CLOSE PROXIMITY SHALL BE FENCED TOGETHER, RATHER THAN INDIVIDUALLY.
4. PROTECTIVE FENCE LOCATIONS IN CLOSE PROXIMITY TO STREET INTERSECTIONS OR DRIVES SHALL ADHERE TO THE APPLICABLE JURISDICTION'S SIGHT DISTANCE CRITERIA.
5. THE PROTECTIVE FENCING SHALL BE ERECTED BEFORE SITE WORK COMMENCES AND SHALL REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PHASE.
6. THE INSTALLATION POSTS SHALL BE PLACED EVERY 6 FEET ON CENTER AND EMBEDDED TO 18 INCHES DEEP. CHAIN LINK SHALL BE ATTACHED TO THE INSTALLATION POSTS BY THE USE OF SUFFICIENT WIRE TIES TO SECURELY FASTEN THE CHAIN LINK TO THE POSTS TO HOLD THE CHAIN LINK IN A STABLE AND UPRIGHT POSITION.
7. WITHIN THE CRZ:
   a. DO NOT CLEAR, FILL OR GRADE IN THE CRZ OF ANY TREE.
   b. DO NOT STORE, STOCKPILE OR DUMP ANY JOB MATERIAL, SOIL OR RUBBISH UNDER THE SPREAD OF THE TREE BRANCHES.
   c. DO NOT PARK OR STORE ANY EQUIPMENT OR SUPPLIES UNDER THE TREE CANOPY.
   d. DO NOT SET UP ANY CONSTRUCTION OPERATIONS UNDER THE TREE CANOPY (SUCH AS PIPE CUTTING AND THREADING, MORTAR MIXING, PAINTING OR LUMBER CUTTING).
   e. DO NOT NAIL OR ATTACH TEMPORARY SIGNS METERS, SWITCHES, WIRES, BRACING OR ANY OTHER ITEM TO THE TREES.
   f. DO NOT PERMIT RUNOFF FROM WASTE MATERIALS INCLUDING SOLVENTS, CONCRETE WASHOUTS, ASPHALT TACK COATS (MC-30 OIL), ETC. TO ENTER THE CRZ. BARRIERS ARE TO BE PROVIDED TO PREVENT SUCH RUNOFF SUBSTANCES FROM ENTERING THE CRZ WHENEVER POSSIBLE, INCLUDING IN AN AREA WHERE RAIN OR SURFACE WATER COULD CARRY SUCH MATERIALS TO THE ROOT SYSTEM OF THE TREE.
8. ROUTE UNDERGROUND UTILITIES TO AVOID THE CRZ. IF DIGGING IS UNAVOIDABLE, BORE UNDER THE ROOTS, OR HAND DIG TO AVOID SEVERING THEM.
9. WHERE EXCAVATION IN THE VICINITY OF TREES MUST OCCUR, SUCH AS FOR IRRIGATION INSTALLATION, PROCEED WITH CAUTION, AND USING HAND TOOLS ONLY.
10. THE CONTRACTOR SHALL NOT CUT ROOTS LARGER THAN ONE INCH IN DIAMETER WHEN EXCAVATION OCCURS NEAR EXISTING TREES. ALL ROOTS LARGER THAN ONE INCH IN DIAMETER ARE TO BE CUT CLEANLY. FOR OAKS ONLY, ALL WOUNDS SHALL BE PAINTED WITH WOUND SEALER WITHIN 30 MINUTES
11. REMOVE ALL TREES, SHRUBS OR BUSHES TO BE CLEARED FROM PROTECTED ROOT ZONE AREAS BY HAND.
12. TREES DAMAGED OR KILLED DUE TO CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED AT THE CONTRACTOR'S EXPENSE AND TO THE PROJECT OWNER'S AND LOCAL JURISDICTION'S SATISFACTION.
13. ANY TREE REMOVAL SHALL BE APPROVED BY THE OWNER AND LOCAL JURISDICTION PRIOR TO ITS REMOVAL, AND THE CONTRACTOR SHALL HAVE ALL REQUIRED PERMITS FOR SUCH ACTIVITIES.
14. COVER EXPOSED ROOTS AT THE END OF EACH DAY WITH SOIL, MULCH OR WET BURLAP.
15. IN CRITICAL ROOT ZONE AREAS THAT CANNOT BE PROTECTED DUING CONSTRUCTION AND WHERE HEAVY TRAFFIC IS ANTICIPATED, COVER THE SOIL WITH EIGHT INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION. THIS EIGHT INCH DEPTH OF MULCH SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
16. WATER ALL TREES IMPACTED BY CONSTRUCTION ACTIVITIES, DEEPLY ONCE A WEEK DURING PERIODS OF HOT DRY WEATHER. SPRAY TREE CROWNS WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.
17. WHEN INSTALLING CONCRETE ADJACENT TO THE ROOT ZONE OF A TREE, USE A PLASTIC VAPOR BARRIER BEHIND THE CONCRETE TO PROHIBIT LEACHING OF LIME INTO THE SOIL.
18. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL TREE PROTECTION FENCING WHEN ALL THREATS TO THE EXISTING TREES FROM CONSTRUCTION-RELATED ACTIVITIES HAVE BEEN REMOVED.



TREE MITIGATION CALCULATIONS

Tree Credits/Replacement Requirements

			Replacement	Credits
Total Caliper Inches Surveyed	761.5	=	0	0
Total Caliper Inches On Site (8-17.99") X 50%	260	=	0	0
Total Inches to be Removed (8-17.99")	10	=	0	-10
Total Inches to be Removed (18"-26")	0	=	0	0
Total Inches to be Removed (>26")	0	=	0	0
Total Inches to be Retained (8-17.99")	520	=	0	520 (1:1)
Total Inches to be Retained (18"-26")	126.5	=	0	253 (2:1)
Total Inches to be Retained (>26")	115	=	0	230 (2:1)
TOTALS				**993**

TREE LEGEND

SIGNIFICANT TREE (8" - 26") TO REMAIN

SIGNIFICANT TREE (8" - 26") TO BE REMOVED

HERITAGE TREE (>26")

NOTE: NO HERITAGE TREES ARE PROPOSED FOR REMOVAL

TREE INVENTORY

Tree #	DBH	Species	Significant	Heritage	Remove	Tree Credit
10165	24	Cedar elm	x			48
50300	11.5	Cedar elm	x			11.5
50301	28.5	Pecan		x		57
50302	11.5	Cedar elm	x			11.5
50303	17	Cedar elm	x			17
50304	13	Maple	x			13
50305	18	Maple	x			18
50306	13.5	Pecan	x			13.5
50307	9.5	Pecan	x			9.5
50308	9.5	Pecan	x			9.5
50310	22	Cedar elm	x			44
50311	12	Cedar elm	x			12
50312	30.5	Pecan		x		61
50313	20	Cedar elm	x			40
50314	10	Pecan	x			10
50315	13	Mesquite	x			13
50316	9	Pecan	x			9
50317	10	Pecan	x			10
50318	14	Pecan	x			14
50336	12	American elm	x			12
50339	13.5	Pecan	x			13.5
50340	12	Pecan	x			12
50342	10.5	Cedar elm	x			10.5
50344	10.5	Pecan	x			10.5
50346	27	Pecan		x		54
50347	29	Cypress		x		58
50354	8.5	Pecan	x			8.5
50355	13	Pecan	x			13
50358	18	Pecan	x			18
50362	17.5	Cedar elm	x			17.5
50363	9.5	Pecan	x			9.5
50364	22	Cedar elm	x			44
50365	20	Pecan	x			40
50366	18.5	Pecan	x			37
50367	12.5	Pecan	x			12.5
50368	11.5	Pecan	x			11.5
50369	11	Pecan	x			11
50370	8.5	Pecan	x			8.5
50371	10	Pecan	x			10
50372	11.5	Pecan	x			11.5
50373	12.5	Pecan	x			12.5
50374	8.5	Pecan	x			8.5
50375	12	Pecan	x			12
50376	15	Pecan	x			15
50377	15	Pecan	x			15
50378	10	Pecan	x			10
50380	10	Pecan	x			10
50381	15	Pecan	x			15
50388	18	Live oak	x			18
50389	9	American elm	x			9
50393	11.5	Pecan	x			11.5
50395	10	Cedar elm	x		x	
50397	12	Pecan	x			12
						993.0
						Total credits

Quantity	Inches
53	761.5 All trees
43	520.0 Significant Trees to 18"
6	126.5 Significant Trees 18.5"-26"
4	115 Heritage Trees (>26")

DATE OF TREE SURVEY: 5/27/2021
ALL TREE INFORMATION PROVIDED BY COOL BREEZE CONSULTANTS

0' 15' 30' 60'

Scale 1" = 30'

EVERGREEN DESIGN GROUP
(800) 680-6630
9600 Great Hills Trl., Ste 150W
Austin, TX 78759
www.EvergreenDesignGroup.com

REGISTERED LANDSCAPE ARCHITECT
LAWRENCE LESSER
2547
STATE OF TEXAS
9/12/2022

COOL BREEZE CONSULTANTS LLC
1314 Avenue A, Suite A
Katy, TX 77493
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PROFESSIONAL ENGINEERING SERVICES

BEASLEY SUBDIVISION
REPLAT
8101 RM 2243
LEANDER, TEXAS 78641
WILLIAMSON COUNTY

TXB

PROJECT NO:	
DATE:	1/12/2022
SCALE:	AS NOTED
DRAWN:	LML
CHECKED:	LML
APPROVED:	LML

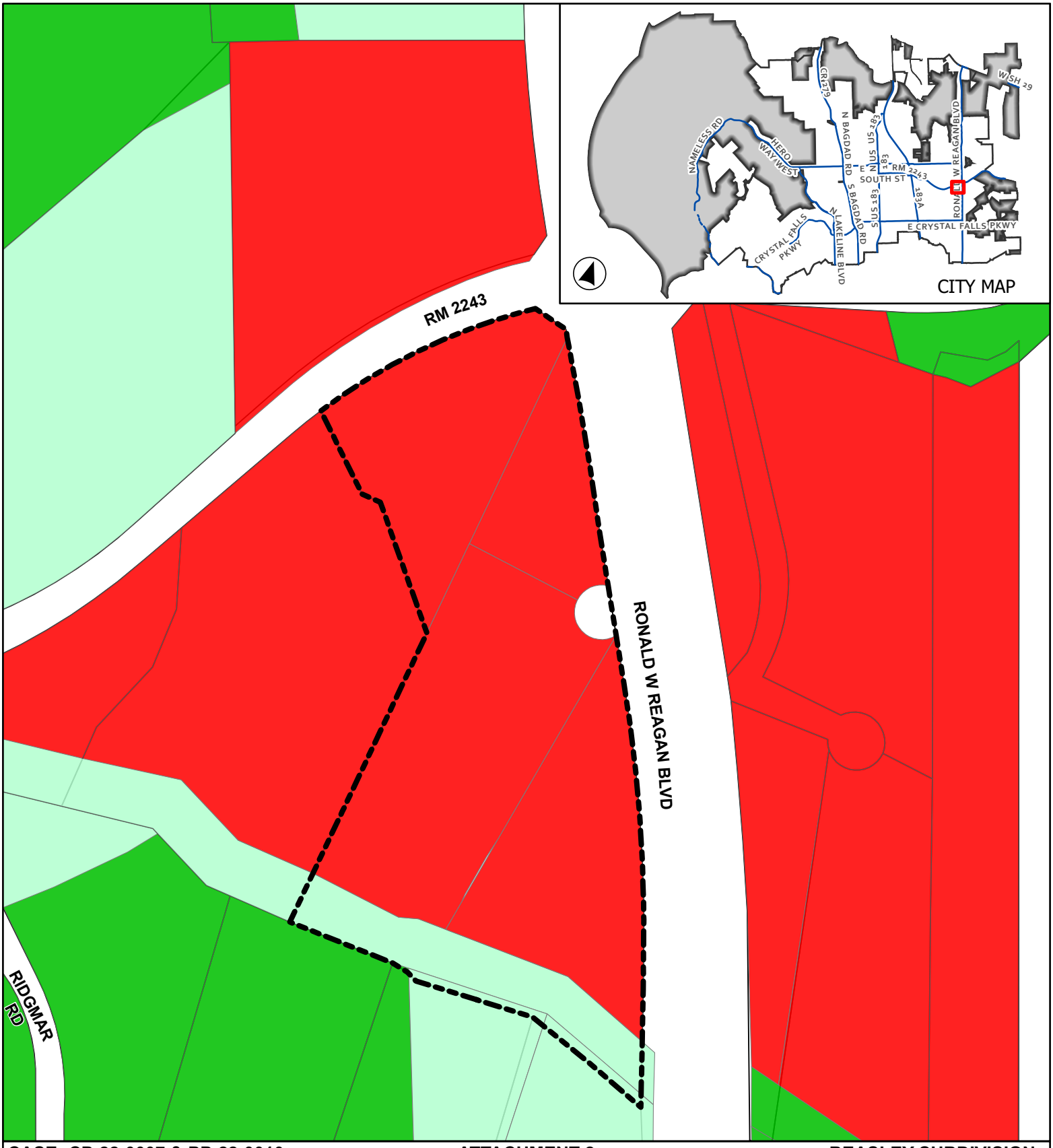
NO.	DESCRIPTION	DATE	INIT

SHEET TITLE:

TREE PROTECTION PLAN

Sheet No.

9 of 9



CASE: CP-22-0007 & PP-22-0010 **ATTACHMENT 2** **BEASLEY SUBDIVISION**

Location Exhibit

Leander City Limits

ETJ

Subject Area

SFR - Single-Family Rural

SFS - Single-Family Suburban

GC - General Commercial

0 85 170

Feet

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 herin provided.

MINUTES
PLANNING & ZONING COMMISSION
CITY OF LEANDER, TEXAS

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

December 20, 2022 at 7:00 PM

Place 1 – Donnie Mahan, *Vice Chair*	**Place 5 – James Oliver**
Place 2 – John Cosgrove, *Chair*	**Place 6 – Laura Lantrip**
Place 3 – Ron May	**Place 7 – Rick Carpenter**
Place 4 – Deirdre Moss	

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

1. Call to Order at 7:01 p.m.

2. Roll Call
All commissioners were present except Chair John Cosgrove, Vice Chair Donnie Mahan, and Commissioner Rick Carpenter.

3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the December 15, 2022, meeting.

4. Review of meeting protocol.

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

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case PP-22-0015 regarding Greatwood South Preliminary Plat on one parcel of land approximately 119.93 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031730; generally located south of CR 280 and Greatwood subdivision , Leander, Williamson County, Texas.

7. Approval of Subdivision Case PP-22-0018 regarding Crystal Mesa 2 Preliminary Plat on three parcels of land approximately 10.34 acres ± in size, more particularly described by Travis Central Appraisal District Parcels 354047, 354050, 354048; generally located north west of Crystal Mesa Cove and High Lonesome, Leander, Travis County, Texas.

8. Approval of Subdivision Case FP-22-0003 regarding Bryson Jordan Final Plat on one parcel of land approximately 10.8 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032106; generally located east on Riva Ridge Dr. north of Heartleaf Dr., Leander, Williamson County, Texas.

9. Approval of Minutes.

Motion made by Commissioner Ron May to approve the Consent Agenda Items 6-9 and seconded by Commissioner James Oliver.
4-0 Passed

PUBLIC HEARING: ACTION

10. Conduct a Public Hearing regarding Subdivision Case CP-22-0007 to adopt the Beasley Subdivision Concept Plan and Subdivision Case PP-22-0010 to adopt the Beasley Subdivision Preliminary Plat on one parcel of land approximately 13.437 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R620136; generally located south west of RM 2243 and Ronald W. Reagan Blvd., Leander, Williamson County, Texas.
    - Discuss and consider action regarding Subdivision Case CP-22-0007 as described above.
    - Discuss and consider action regarding Subdivision Case PP-22-0010 as described above.

Motion made by Commissioner Ron May, seconded by Commissioner James Oliver to approve the Concept Plan.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner James Oliver, Commissioner Ron May

4 - 0 Passed

REGULAR AGENDA

11. Adjournment at 7:06 p.m.

APPROVED:

_____
CHAIRMAN COSGROVE

ATTEST:

_____
VERONICA TOVAR
PLANNING & ZONING COMMISSION SECRETARY

AGENDA ITEM # 19

EXECUTIVE SUMMARY
01/05/2023

AGENDA SUBJECT:

Conduct a Public Hearing regarding the B Twisted Annexation Case 22-A-005 regarding the voluntary annexation of 12.40 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R605507; and generally located approximately 3,000 feet to the west of intersection of Bagdad Road and CR 281 on the south side of CR 281, Leander, Williamson County, Texas.

- Discuss and consider action regarding B Twisted Annexation Case 22-A-005 as described above.

BACKGROUND:

A resolution was adopted on December 15, 2022 and commenced the voluntary annexation of 12.40 acres ± as described above. The resolution sets the public hearing for January 5, 2023 and the readings of the ordinance for January 5, 2023 and January 19, 2023. This property is subject to a development agreement between the property owner and the City that requires annexation when the land use redevelops and is no longer used for agricultural purposes. Approval of this item does not approve the annexation.

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

HISTORY/TIMELINE:

12/15/2022 - City Council Resolution

APPLICANT/AGENT:

B Twisted

PRESENTER:

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

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Attachments

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

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Leander, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the subject property by the City;

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

WHEREAS, the City, pursuant to *§43.003, Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the subject property;

WHEREAS, pursuant to *§43.0672, Tex. Loc. Gov't. Code*, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the subject property, said agreement being attached hereto as **Exhibit "B"** and is incorporated herein for all purposes; and,

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

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City, and further described as follows:

> All that certain area of land being 12.402 acres, more or less, in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes.

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

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

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

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

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

Petitioners:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

(SEAL)

_____
Notary Public - State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

(SEAL)

_____
Notary Public - State of Texas

Exhibit “A”

SUBJECT PROPERTY DESCRIPTION
+/- 12.402 ACRES

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

Exhibit "B"

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

landowner.

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:	**THE CITY OF LEANDER, TEXAS**
_____	_____
Dara Crabtree, City Secretary	Richard Beverlin, III, City Manager

LANDOWNER(S):

_____

By: _____

Name (print): _____

Title: _____

Date: _____

_____

By: _____

Name (print): _____

Title: _____

Date: _____

Subject Property Description

+/- 12.402 ACRES

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

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

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation ("City"), and B Twisted, LLC, a Texas limited liability company ("Landowner"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto, less and except any property previously annexed by the City. (the "subject property"); and

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

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

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

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

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

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

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

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

levels provided to other similarly situated areas within the City.

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

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

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in

accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

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

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

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

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

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

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

ATTEST:	**THE CITY OF LEANDER, TEXAS**
_____	_____
Dara Crabtree, City Secretary	Richard B. Beverlin, III, City Manager

LANDOWNER(S):

B TWISTED, LLC

By: _____

Name (print): _____

Title: _____

Date: _____

_____

By: _____

Name (print): _____

Title: _____

Date: _____

Subject Property Description

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

CASE: 22-A-005

ATTACHMENT #3

B TWISTED

Location Map

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

N

0 135 270

Feet

Subject Area

Leander City Limits

ETJ

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

DATE	ACTION/EVENT	LEGAL AUTHORITY
Monday, December 15th, 2022* Tuesday, December 6th, 2022 – Council packet deadline	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - AND SETS A PUBLIC HEARING FOR **THURSDAY, JANUARY 5TH, 2023.**	Loc. Gov't Code, §43.0671
Thursday DECEMBER 22, 2022 * Publish notice of Public Hearing. **&** Send notice to school district and to each public entity. **[Noon, Friday, DECEMBER 16, 2022 – Deadline to send notice to paper]**	**NEWSPAPER NOTICE** RE: PUBLIC HEARING; (Certified Notice to Railroad - if railroad company's right-of-way is in the area proposed for annexation.) **POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE.** **SCHOOL DISTRICT NOTICE**. Notify each school district of possible impact w/in the period prescribed for publishing the notice of the Public Hearing. **PUBLIC ENTITY NOTICES**. Notify each public entity that is located in or provides services to the area proposed for annexation. Public Entity includes: a county (Williamson), a fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district (MUD, WCID, or other district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution) - of possible impact w/in the period prescribed for publishing the notice of the Public Hearing.	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673 Loc. Gov't Code, §§43.905 & 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing.
Thursday, JANUARY 5, 2023*	**PUBLIC HEARING** – *REGULAR MEETING*	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.0673
Thursday, JANUARY 5, 2023 Tuesday, October 25th 2022 – Council packet deadline	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Loc. Gov't Code, §43.0673

Thursday, JANUARY 19th, 2023 Or at a special called meeting after the First Reading; Or within 90 days of First Reading. Tuesday, JANUARY 10, 2023 – Council packet deadline	**SECOND & FINAL READING** OF ORDINANCE *REGULAR MEETING*	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	Williamson County ESD No. 5: Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable.

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

RESOLUTION NO. 22-037-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 12.402 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

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

> All that certain area of land being 12.402 acres, more or less, located in Williamson County, Texas, being more particularly described in recorded in Document No. 2020069304 of the Official Public Records of Williamson County, Texas, and being more particularly shown and described in the **Exhibit "A"** attached hereto and incorporated herein for all purposes.

A public hearing has been set for the date of **January 5, 2023**. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the subject property description contained herein, **Exhibit A** shall control.

Section 3. <u>Severability</u>. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

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

PASSED AND APPROVED this the ___ day of _____, 2022.

ATTEST:	**THE CITY OF LEANDER, TEXAS**
_____	_____
Dara Crabtree, City Secretary	Christine DeLisle, Mayor

<u>Exhibit A</u>

SUBJECT PROPERTY DESCRIPTION

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

Exhibit B

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

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation ("City"), and B Twisted, LLC, a Texas limited liability company ("Landowner"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto, less and except any property previously annexed by the City. (the "subject property"); and

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

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

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

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

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

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

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

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

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

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

ATTEST: **THE CITY OF LEANDER, TEXAS**

_____ _____

Dara Crabtree, City Secretary Richard B. Beverlin, III, City Manager

LANDOWNER(S):

B TWISTED, LLC

By: _____

Name (print): _____

Title: _____

Date: _____

_____

By: _____

Name (print): _____

Title: _____

Date: _____

Subject Property Description

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

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 12.402 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owners of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

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

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §*43.0673 of the Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit "B"**.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City of Leander:

> All that certain area of land being 12.402 acres, more or less, located in Williamson County, Texas, being more particularly described in recorded in Document No. 2020069304 of the Official Public Records of Williamson County, Texas, and being more particularly shown and described in the **Exhibit "A"** attached hereto and

incorporated herein for all purposes.

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

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of services agreement attached hereto as **Exhibit "B"**, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this 5th day of January, 2023.

FINALLY PASSED AND APPROVED on this 19th day of January, 2023.

ATTEST:	**CITY OF LEANDER, TEXAS**
_____	_____
Dara Crabtree, City Secretary	Christine DeLisle, Mayor

Exhibit "A"

+/- 12.402 ACRES

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

Exhibit "B"

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

[Insert executed Agreement]

AGENDA ITEM # 20

EXECUTIVE SUMMARY
01/05/2023

AGENDA SUBJECT:

Conduct a Public Hearing regarding the Bar W Ranch East Annexation Case A-22-0006 regarding the voluntary annexation of 51.426 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R021711; and generally located to the southeast of the intersection of Kauffman Loop and Ronald W Reagan Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Bar W Ranch East Annexation Case A-22-0006 as described above.

BACKGROUND:

A resolution was adopted on November 17, 2022 and commenced the voluntary annexation of 51.426 acres ± as described above. The resolution set the public hearing for January 5, 2023 and the readings of the ordinance for January 5, 2023 and January 19, 2023. Due to a delay in the zoning case, the second reading will be rescheduled to February 16, 2023.

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

HISTORY/TIMELINE:

11/17/2022 - Resolution Adopted

APPLICANT/AGENT:

Jewels Cain (Armbrust & Brown, PLLC) on behalf of Howard Barkley Wedemeyer

PRESENTER:

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

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Attachments

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 51.426 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

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

> BEING ALL that certain 51.426 acre tract or parcel of land, out of and a part of the Greenleaf Fisk Survey, Abstract Number 5, situated in Williamson County, Texas, said tract of land being more particularly described as being a portion of a called 972.33 acre tract of land conveyed to Howard Barkley Wedemeyer in Volume 343, Page 553, of the Deed Records of Williamson County, Texas.

A public hearing has been set for the date of **January 5, 2023**. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the subject property description contained herein, **Exhibit A** shall control.

Section 3. Severability. Should any section or part of this Resolution be held

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

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

PASSED AND APPROVED this the 17th day of November, 2022.

ATTEST:	**THE CITY OF LEANDER, TEXAS**
_____	_____
Dara Crabtree, City Secretary	Christine DeLisle, Mayor

<u>Exhibit A</u>

SUBJECT PROPERTY DESCRIPTION

[SEE ATTACHED]

INSERT FIELD NOTES 51.426 ACRES PDF

Exhibit B

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

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

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto, less and except any property previously annexed by the City. (the "subject property"); and

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

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

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

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

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

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

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

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

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

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

ATTEST: **THE CITY OF LEANDER, TEXAS**

_____ _____

Dara Crabtree, City Secretary Richard B. Beverlin, III, City Manager

LANDOWNER(S):

_____

By: _____

Name (print): _____

Title: _____

Date: _____

_____

By: _____

Name (print): _____

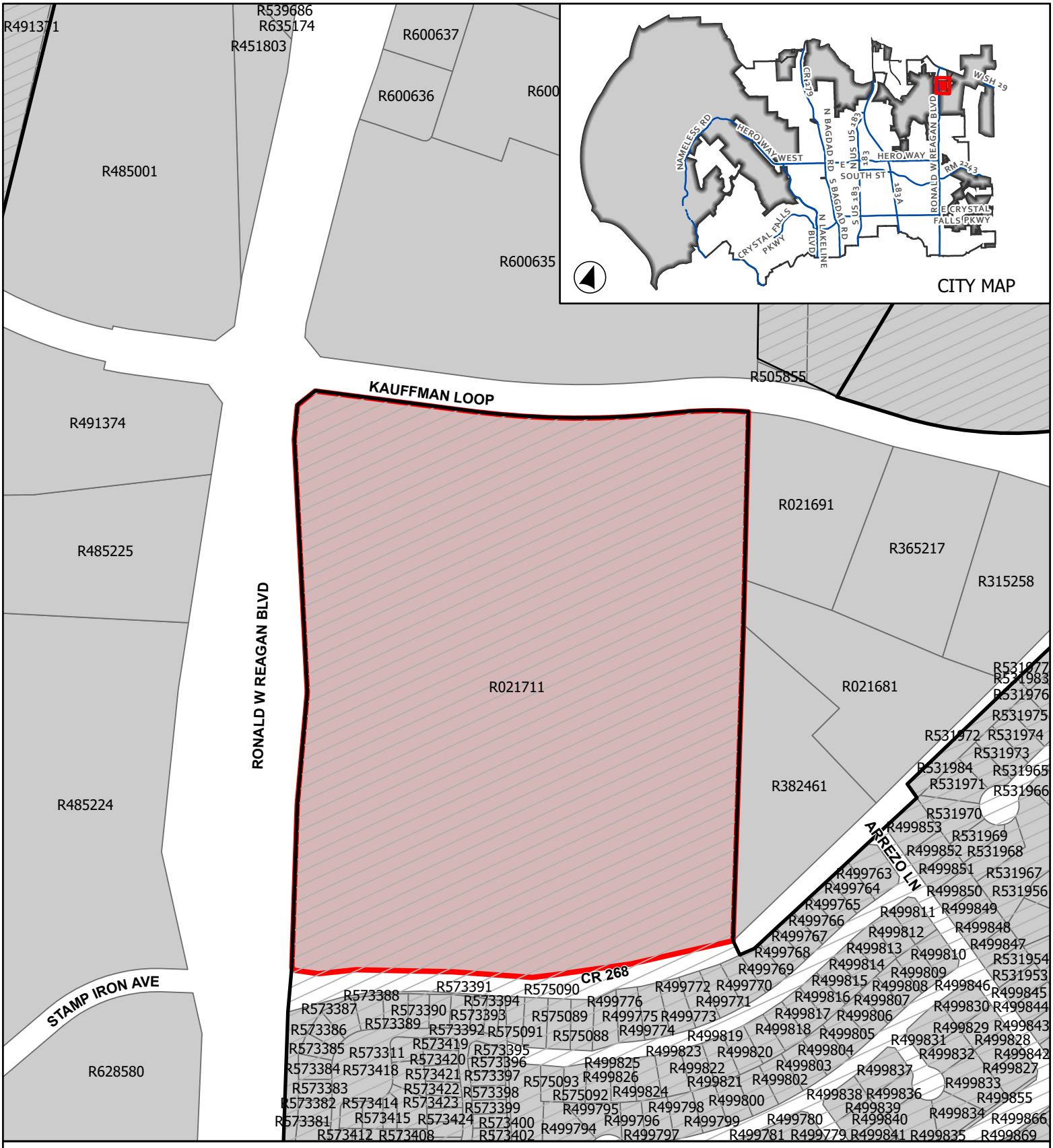
Title: _____

Date: _____

<u>Subject Property Description</u>

[SEE ATTACHED]

INSERT FIELD NOTES 51.426 ACRES APRIL 2021



CASE: A-22-0006 **ATTACHMENT 2** **BAR W RANCH EAST**

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 herin provided.

0 180 360

Feet

Leander City Limits

ETJ

Site Location

Schedule for Voluntary Annexation
51.426 ACRES IN WILLIAMSON COUNTY

DATE	ACTION/EVENT	LEGAL AUTHORITY
Thursday, November 17th, 2022* Wednesday, November 9th, 2022 Council packet deadline	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - AND SETS A PUBLIC HEARING FOR **JANUARY 5TH, 2023**	Loc. Gov't Code, §43.0671
DECEMBER 22, 2022 * Publish notice of Public Hearing. **&** Send notice to school district and to each public entity. **[NOON, FRIDAY, DECEMBER 16, 2022 – Deadline to send notice to paper]**	**NEWSPAPER NOTICE** RE: PUBLIC HEARING; (Certified Notice to Railroad - if railroad company's right-of-way is in the area proposed for annexation.) **POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE.** **SCHOOL DISTRICT NOTICE**. Notify each school district of possible impact w/in the period prescribed for publishing the notice of the Public Hearing. **PUBLIC ENTITY NOTICES**. Notify each public entity that is located in or provides services to the area proposed for annexation. Public Entity includes: a county (Williamson/Travis), a fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district (MUD, WCID, or other district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution) - of possible impact w/in the period prescribed for publishing the notice of the Public Hearing.	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673 Loc. Gov't Code, §§43.905 & 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing.
THURSDAY, JANUARY 5, 2023*	**PUBLIC HEARING** – *REGULAR MEETING*	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.0673
THURSDAY, JANUARY 5, 2023* WEDNESDAY, DECEMBER 28, 2022 – Council packet deadline	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Loc. Gov't Code, §43.0673

THURSDAY, JANUARY 19, 2023 Or at a special called meeting after the First Reading; Or within 90 days of First Reading. WEDNESDAY JANUARY 11, 2023 – Council packet deadline	**SECOND & FINAL READING** OF ORDINANCE *REGULAR MEETING*	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	Williamson County ESD No. 5: Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable *Leander is located in Williamson and Travis Counties. Confirm which ESD needs notice of* disannexation.

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

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Leander, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the subject property by the City; and

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

WHEREAS, the City, pursuant to *§43.003, Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the subject property; and

WHEREAS, pursuant to *§43.0672, Tex. Loc. Gov't. Code*, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the subject property, said agreement being attached hereto as **Exhibit B** and incorporated by reference herein; and

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

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City, and further described as follows and more particularly described in **Exhibit A**, attached hereto and incorporated by reference herein:

> BEING ALL that certain 51.426 acre tract or parcel of land, out of and a part of the Greenleaf Fisk Survey, Abstract Number 5, situated in Williamson County, Texas, said tract of land being more particularly described as being a portion of a called 972.33 acre tract of land conveyed to Howard Barkley Wedemeyer in Volume 343, Page 553, of the Deed Records of Williamson County, Texas.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental

services as set forth in the written agreement regarding the provision of services attached hereto as **Exhibit B**.

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

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

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

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

Petitioners:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

(SEAL)

_____
Notary Public - State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

(SEAL)

_____
Notary Public - State of Texas

<u>Exhibit A</u>
PROPERTY DESCRIPTION
[SEE ATTACHED]

ATTACH FIELD NOTES 51.426 ACRES APRIL 2021 PDF

Exhibit B

ATTACH EXECUTED SERVICES AGREEMENT

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 51.426 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owners of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

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

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §*43.0673 of the Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit "B"**.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City of Leander:

> BEING ALL that certain 51.426 acre tract or parcel of land, out of and a part of the Greenleaf Fisk Survey, Abstract Number 5, situated in Williamson County, Texas, said tract of land being more particularly described as being a portion of a called 972.33 acre tract of land

conveyed to Howard Barkley Wedemeyer in Volume 343, Page 553, of the Deed Records of Williamson County, Texas.

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

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of services agreement attached hereto as **Exhibit "B"**, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this 5th day of January, 2023.

FINALLY PASSED AND APPROVED on this 16th day of February, 2023.

ATTEST:	**CITY OF LEANDER, TEXAS**
_____	_____
Dara Crabtree, City Secretary	Christine DeLisle, Mayor

Exhibit "A"

Exhibit "B"

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

[Insert executed Agreement]

AGENDA ITEM # 21

EXECUTIVE SUMMARY
01/05/2023

AGENDA SUBJECT:

Discuss and consider action on an Ordinance amending Article 9.05, Code of Ethics, Section 9.05.009 Financial Disclosure (a)(1) Existing city officials, to reflect employee titles as they appear in the City of Leander Organizational Chart for Executive Director of Development Services, Executive Director of Finance; the addition of Chief of Staff and Executive Director of Infrastructure to the existing staff required to submit the financial disclosure; and related matters.

BACKGROUND:

The Ethics Commission met on December 12, 2022, to conduct a review of the Ethics Ordinance and discuss possible recommendations to be provided to the City Council for consideration.

Following their discussion, the Commission is recommending amending Section 9.05.009 Financial Disclosure (a)(1) to reflect titles as they appear in the Organizational Chart for Executive Director of Development Services, Executive Director of Finance and to add Chief of Staff and Executive Director of Infrastructure to the existing staff required to submit the financial disclosure.

PRESENTER:

Dara Crabtree, City Secretary
Stephanie Rand, Ethics Commission Chair

Attachments

1. Current Ordinance
2. Ordinance 22-088-00
3. Ordinance Redline
4. Revised Ordinance

CHAPTER 9 PERSONNEL

ARTICLE 9.05 CODE OF ETHICS*

ARTICLE 9.05 CODE OF ETHICS*

Sec. 9.05.001 Declaration of policy

(a) It is essential in a democratic system that the public have confidence in the integrity, independence, and impartiality of those who act on their behalf in government. To promote confidence in the government of the city, and thereby enhance the city's ability to function effectively, this article is adopted. Although codes of ethics can provide instruction on what to do in various situations, the situations will always be more varied than the rules can anticipate. Recognizing this, the ethics commission (the "commission") will apply this article to not only enforce regulations, but also to enhance and promote virtue in public servants who are its officers, city officials or employees, paid or unpaid, elected or appointed, as well as members of any standing committee or board.

(b) Furthermore, it is declared to be the policy of the city that proper operation of democratic government requires that public servants be independent, impartial and responsible to the people of the city; that no public servants shall permit any interest, financial or otherwise, direct or indirect, or engagement in any business, transaction or professional activity to conflict with the proper discharge of their duties in the public interest; that public office not be used for illegal or improper personal gain; and that the city council at all times shall be maintained as a nonpartisan body. To implement such a policy, the city council deems it advisable to enact a standard of conduct for all public servants to serve not only as a guide for official conduct, but also as a basis for discipline for those who refuse to abide by its terms. The overriding interest being that public servants of the city shall at all times strive to avoid even the appearance of impropriety.

(c) The city further recognizes that public servants are also members of society and, therefore, cannot and should not be without any personal and economic interest in the decisions and policies of government; that public servants retain their rights as citizens to interests of a personal or economic nature, and their rights to publicly express their views on matters of general public interest. By prohibiting conduct incompatible with the city's best interests and minimizing the risk of any appearance of impropriety, this article will further legitimize the interests of democracy.

(Ordinance 16-006-00, art. 1, adopted 1/7/16)

ARTICLE 9.05 CODE OF ETHICS*

Sec. 9.05.002 Purpose

This article has four purposes;

(1) To encourage high ethical standards in official conduct by public servants;

(2) To establish minimum guidelines for ethical standards of conduct for all such public servants by setting forth those acts or actions that are incompatible with the best interests of the city;

(3) To require disclosure by public servants and candidates of private financial or property interests in matters affecting the city; and

(4) To provide minimum standards of ethical conduct for the city's public servants, provide procedures regarding complaints for violations of such standards, and provide a mechanism for disciplining violators of such standards.

(Ordinance 16-006-00, art. 2, adopted 1/7/16)

ARTICLE 9.05 CODE OF ETHICS*

Sec. 9.05.003 Definitions

(a) The words "public servant" when used in this article, shall mean the elected officers of the city, all persons appointed by or by vote of the city council, all department heads of the city, all city employees that have any supervisory authority over other employees, and all employees that have discretionary authority to make recommendations to boards or commissions of the city. (Ordinance 16-096-00, sec. 2, adopted 1/5/17)

(b) The words "calendar day" shall mean any day in a normal seven-day week, including Saturday, Sunday, and holidays, provided however that if the last calendar day in a specified number of calendar days falls on a Saturday, Sunday, or holiday, the next calendar day shall be considered the last such day for purpose of that number of days.

(c) The words "business day" shall mean Monday through Friday of a week, excluding Saturday, Sunday, and holidays.

(d) Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word "shall" is always mandatory. The word "herein" means in this article. The word "regulations" means the provisions of any applicable ordinance, rule, regulation or policy.

(e) A public servant having a direct financial interest in a contract with the city or being financially interested directly in the sale of land, materials, supplies or services to the city means:

(1) The public servant enters into the contract with the city, purchases land from the city, or sells materials, supplies or services to the city;

(2) A business entity in which the public servant has one of the following ownership interests or a compensation arrangement contracts with the city, purchases land from the city, or sells materials, supplies or services to the city:

(A) When a trust is a party to the transaction, the public servant is a beneficiary or a trustee of the trust;

(B) When a partnership is a party to the transaction, the public servant is a partner of the partnership;

(C) When a corporation is a party to the transaction, the public servant is a director of the corporation or holds stock or shares in the corporation that exceeds one percent (1%) of the total capital stock or shares of the corporation;

(D) The public servant receives a commission, royalty, or other compensation, including gifts, grants, or favors that are not insubstantial, from the business entity that is a party to the transaction, as a result of the transaction with the city being entered and/or maintained; or

(E) When an entity other than a natural person has an interest in a trust, partnership or corporation that is a party to a transaction, the public servant has an ownership interest or

compensation arrangement described in subsections (e)(2)(B), (C), or (D) with that entity; or

(3) The public servant has an ownership or equitable interest in the land sold to the city.

(4) This section does not include employment agreements approved by the city manager and/or the city council.

(f) A public servant shall be deemed to have an indirect financial interest in a contract with the city, or be indirectly financially interested in the sale of land materials, supplies or services to the city, if the public servant's spouse has a direct financial interest as defined in subsection (e) above.

(Ordinance 21-016-00, sec. 2, adopted 3/18/21)

ARTICLE 9.05 CODE OF ETHICS*

Sec. 9.05.004 Present public servants

(a) Standards of conduct.

(1) To avoid the appearance and risk of impropriety and self-enrichment, public servants shall not solicit or accept any gift, personal favor or benefit from any person doing business with, seeking to do business with, or being regulated by the city; and shall not take any action on behalf of any person or business entity from which he or she has received a prohibited gift, or in which he or she has a substantial interest. Except in the sole interest of the public and the performance of the duties of their position, public servants shall not take any action that he or she knows might reasonably tend to influence any other public servant to not properly perform their official duty, nor shall any public servant grant any improper favor, service or thing of value to any person.

(Ordinance 16-006-00, art. 3, adopted 1/7/16)

(2) As used in this article the word “gift” means a favor, hospitality, economic benefit, product or item having a value of $50.00, or $250.00 or more within a 12-month period. A “gift” does not include campaign contributions reported as required by state law, money, items, or benefits received from a relative if given on account of kinship, or any value received by will, intestate succession, or as a distribution from an inter vivos or testamentary trust established by a spouse or ancestor. (Ordinance 21-016-00, sec. 3, adopted 3/18/21)

(3) The following factors are considered in evaluating whether a gift is prohibited:

(A) The value of the gift, or gifts, does not exceed $250.00, during any twelve (12) consecutive calendar months;

(B) Any pre-existing relationship between the donor and donee;

(C) Whether the person or entity giving the gift, or on whose behalf the gift is made, has done business with or has been regulated by the city within the immediate proceeding twenty-four (24) calendar months, or is seeking to do business with the city, or does business with or is regulated by the city during the subsequent twelve (12) months.

(4) Those items or services that do not constitute prohibited gifts include, but are not limited to, the following:

(A) Political contributions made and reported in accordance with all applicable state laws.

(B) Awards publicly presented in recognition of public service.

(C) Entertainment, meals or refreshments furnished in conjunction with public events, appearances, or ceremonies related to official city business, if furnished by the sponsor of such public event, and meals and refreshments having a value of less than $50.00 when furnished or provided to the public servant during the conduct of public business.

(Ordinance 16-006-00, art. 3, adopted 1/7/16)

(D) Any item received by a public servant and donated to a charitable organization or presented to the city within three (3) business day from the date of receipt; any item(s) other than money the value of which does not exceed $25.00 or $200.00 during any twelve (12) consecutive calendar months; (Ordinance 16-096-00, sec. 3, adopted 1/5/17)

(E) Meals, lodging, or transportation in connection with services rendered by the public servant at a conference, seminar or similar event that is more than merely perfunctory.

(F) Attendance by a public servant at hospitality functions at local, regional, state or national association meetings and/or conferences.

(G) Pens, pencils, calendars, t-shirts, caps and similar items containing logos, slogans, company names or other marketing material and commonly given out for advertising purposes.

(5) In determining whether or not acceptance if prohibited, the intent of this article is to avoid the appearance of self-enrichment by the public servant versus reasonable expenses necessary to conduct city business.

(b) Personal financial interest.

(1) Public servants of the city shall not participate in a vote or decision in which they have a direct substantial financial interest. Ownership in an amount in excess of one percent (1%) of an entity or property shall constitute substantial interest. Where members of the city council have a substantial interest in business or in real property which is affected by a proposed city council action and where any conflict of interest may arise they shall file an affidavit of disclosure provided by the city secretary prior to the vote and abstain from voting on such matters.

(2) No officer or employee of the city shall have a financial interest direct or indirect, or by reason of ownership of stock in a corporation, in a contract with the city, or be financially interested directly or indirectly in the sale to the city of land, materials, supplies or services except on behalf of the city as an officer or employee; provided, however, that the provision of this section shall only be applicable when the stock owned by the officer or employee exceeds one percent (1%) of the total capital stock of the corporation. Any violation of this shall render the contract voidable.

(c) Confidential information. Public servants shall not disclose confidential or proprietary information, or any information they have acquired or obtained in the course of any fiduciary capacity or relationship, that could adversely influence the property, government, or affairs of the city, nor directly or indirectly use his or her position to secure official information about any person or entity for the financial benefit or gain of such public servant or any third party. Public servants shall not release confidential, proprietary or privileged information for any purpose other than the performance of official responsibilities. It shall be a defense to any complaint under this section that the release of information serves a legitimate public purpose, as opposed to the private financial or political interest of the public servant or any third party or group.

(d) Use of city property. Public servants shall not use, request or permit the use of city facilities, personnel, equipment, or supplies for any purpose other than to conduct city business unless otherwise provided by law,

ordinance or written city policy; or as specifically authorized by the city manager as a convenience to the city, or by terms of employment, e.g. assigned use of a city vehicle.

(e) Conflict of interest.

(1) Public servants shall not for pay, profit, compensation, financial gain or benefit represent or appear on behalf of themselves or on behalf of the private interests of others before the city council or other city board, commission, or committee, or represent the private interest of others in any action or proceeding involving the city.

(2) No current members of the city council shall personally appear on their own behalf or on behalf of a third party before the city council or any board, commission or committee but may designate and be represented by a person of their choice in any such personal business matter. This prohibition does not apply where council members appear before the ethics commission on their own behalf.

(3) No current board or commission member shall personally appear on their own behalf or on behalf of a third party before the board or commission upon which they serve or before the city council on matters brought before the board or commission on which they serve, but may designate and be represented by a person of their choice in any such business matter. Board or commission members are prohibited from engaging in private discussions with any applicant or owner regarding issues to be considered by their board or commission or from seeking to influence the outcome of any decision outside of a public meeting. This prohibition does not apply where board or commission members appear before the ethics commission on their own behalf. A member of any appointed committee or board shall remove himself/herself from deliberation regarding his/her interest.

(f) Additional standards of conduct.

(1) Conflicting outside employment.

(A) The purpose of this provision is to prevent conflicts of interest, conflicts of loyalty, and loss of efficiency at work

(B) This provision does not prevent employees or officials from accepting other employment or following any pursuit which in no way interferes with the full and faithful discharge of their public duties, provided that the employees comply with all applicable city requirements.

(C) A city official or paid city employee shall not solicit, accept or engage in concurrent outside employment or enter into any contract which could impair independence of judgment in, or the faithful performance of, their official duties, or that results in a conflict of interest with their duties as an official or employee of the city.

(D) City employees must inform their supervisor before engaging in off-duty employment. City employees must consider the policy of purpose and must be aware of the policy and general rule as stated above.

(2) Political activity. Limitations on the political activities of city officials and employees are imposed by state law, the city charter, and city personnel rules. In addition, the following ethical restrictions apply:

(A) No employee shall solicit or receive contributions to the campaign funds of any candidate for city office or take part in the management, affairs, or political campaign of any city candidate. Current members of the city council who are seeking re-election may engage in any activity on behalf of their own campaign efforts. The following is a list of activities that are, except as specifically provided otherwise, permissible within the sole discretion of the individual employees.

(i) The placement of campaign signs on premises owned by the city employee

(ii) The placement of bumper stickers on personal vehicles, except those vehicles supported in whole or in part by a car allowance provided by the city.

(iii) Off-duty or assigned duty attendance at a political rally or function for a city council candidate, so long as there is no active participation by the city employee; provided that an employee that is off-duty shall not wear any city uniform, item or clothing that identifies the employee as an employee of the city.

(iv) The donation of a political contribution that does not exceed the statutory limit for non-reportable contributions; provided that a candidate for, and the occupant of, an elective city office is prohibited from soliciting contributions from city employees.

This subsection (2) shall be narrowly construed and in no event shall this section be construed or interpreted to prevent any officer, employee, councilmember, mayor or public servant from expressing his or her personal opinion regarding any candidate for office, or any other matter of public interest: provided that city employees shall not, while in uniform or on duty, make public comments or statements concerning any candidate for elective city office. Private statements or comments made by any officer or employee of the city to any other officer or employee of the city concerning any candidate for elective city office are not subject to this section.

(3) Other interests.

(A) Non-profit board membership. While membership is encouraged a council member who serves on the board of a public or private non-profit organization shall have a voice but no vote on any funding request or contract with the city by that organization, unless the organization has a board of directors or trustees appointed in whole or in part by the city council, commission or board members.

(Ordinance 16-006-00, art. 3, adopted 1/7/16)

ARTICLE 9.05 CODE OF ETHICS*

Sec. 9.05.005 Former city officials and employees

(a) Continuing confidentiality.

(1) A former public servant shall not use or disclose confidential government information acquired during service as a public servant, as provided in section 9.05.004(c). This does not prohibit:

(A) Any disclosure that is no longer confidential by law; or

(B) The confidential reporting of illegal or unethical conduct to authorities designated by law; or

(C) As required by court order or appropriate agency.

(Ordinance 16-006-00, art. 4, adopted 1/7/16)

(b) Subsequent representation.

(1) Representation by a former member of a city body. For the purpose of this section, "city body" is intended to be the city council or any commission or board created by the city council. A person who was a member of any city body shall not represent for pay, profit, compensation, financial gain or benefit, any person, group or entity, other than himself or herself, his or her immediate family members, or the city, for a period of two (2) years after the termination of his or her official duties, unless a majority of the city council votes otherwise.

(A) Before that body;

(B) Before city staff having responsibility for making recommendations to, or taking any action on behalf of, that body, unless the body in question is only advisory in nature; or

(C) Before any other city body, or any state or federal agency, court or entity that has appellate jurisdiction over the body of which the former member served, if any issue relates to his or her former duties.

(2) Representation before a city body.

(A) A former paid city employee shall not represent for compensation any person, group or entity, other than himself or herself, or his or her immediate family members, before any city body for a period of two (2) years after termination of his or her official duties, except by permission of the city council.

(B) In connection with the representation of private interests before any city body, a former public servant shall not state or imply that he or she is able to influence city action on any basis other than the merits.

(Ordinance 21-016-00, sec. 4, adopted 3/18/21)

(3) Representation in litigation adverse to the city. A former city public servant shall not, absent consent from the city, represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party for a period often (10) years following the termination of his or her official duties, if the interests of that person, group or entity are adverse to the interests of the city and the matter is one in which the former public servant personally and substantially participated prior to termination of his or her official duties. (Ordinance 16-006-00, art. 4, adopted 1/7/16)

ARTICLE 9.05 CODE OF ETHICS*

Sec. 9.05.006 Contracts

(a) No officer or employee of the city shall have a financial interest direct or indirect, or by reason of ownership of stock in any corporation, in a contract with the city, or be financially interested directly or indirectly in the sale to the city of land, materials, supplies or services except on behalf of the city as an officer or employee; provided, however, that if the direct or indirect interest results from the ownership of stock the provision of this section shall only be applicable when the stock owned by the officer or employee exceeds one (1) percent of the total capital stock of the corporation. Any violation of this section shall render the contract voidable. This section shall not apply or be applicable to employment agreements approved by the city manager and/or the city council.

(b) Except on behalf of the city, a former city council member, official, or employee may not, within one (1) year of the termination of official duties, perform work for any person or entity other than the city on a compensated basis relating to a discretionary contract, if he or she personally and substantially participated in

the negotiation of awarding of the contract. A former city official or employee, within one (1) year of termination of official duties must disclose to the city secretary immediately upon knowing that he or she will perform work on a compensated basis relating to a discretionary contract.

(Ordinance 16-006-00, art. 5, adopted 1/7/16)

(c) Upon being notified of a disclosure under this section, the city secretary shall notify the city council of the disclosure and shall follow the notification process pursuant to section 9.05.010(j)(4) unless the ethics commission is notified directly. (Ordinance 19-015-00 adopted 2/21/19)

ARTICLE 9.05 CODE OF ETHICS*

Sec. 9.05.007 Persons doing business with the city

(a) Persons seeking discretionary contracts.

(1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in sections 9.05.004 and 9.05.005 of this article. Further, the individual or business entity agrees to abide by the same ethical standards as set forth for public servants in this article.

(2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.

(b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:

(1) An employee or officer of the city that advises or makes presentations to the board or city body; or

(2) Any member of the board of city body;

has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

(Ordinance 16-006-00, art. 6, adopted 1/7/16)

ARTICLE 9.05 CODE OF ETHICS*

Sec. 9.05.008 Lobbyist

(a) Purpose. For the purpose of minimizing the risk of improper lobbying, while at the same time recognizing that not all forms of lobbying are improper, the following rules are adopted.

(b) Registration requirements.

(1) Lobbying, except as provided below, means any oral or written communication (including an electronic communication) to a city official, made directly or indirectly by any person working for pay or profit for any third party in an effort to influence or persuade an official to favor or oppose,

recommend or not recommend, vote for or against, or take or refrain from taking any action on any municipal question. A lobbyist is an individual or group of individuals who, for compensation, work to influence the opinions of any city body or its members in support of the interests of another individual, group, business, group of businesses, political or apolitical organization.

(2) The term lobbying does not include a communication:

(A) Merely requesting information or inquiring about facts or status of any municipal question, matter or procedure, and not attempting to influence a city official;

(B) Made by a public official or employee (including, but not limited to, any employee of the city) acting in his or her official capacity;

(C) Made by a representative of a media organization if the purpose of the communication is gathering and disseminating news and information to the public;

(D) Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television, or any other medium of mass communication;

(E) Made at a meeting open to the public under the Open Meetings Act;

(F) Made in the form of a written comment filed in the course of a public proceeding or any other communication that is made on the record pursuant to established city procedures;

(G) Made in writing as a request or petition for official action and required to be a public record pursuant to established city procedures;

(H) Made in writing to provide information in response to an oral or written request by a city official for specific information;

(I) The content of which is compelled by law;

(J) Made in response to a public notice soliciting communications from the public and directed to the official specifically designated in the notice to receive such communications;

(K) Made on behalf of an individual with regard to that individual's employment or benefits;

(L) Made by a fact witness or expert witness at an official proceeding;

(M) Made by a person solely on behalf of himself or herself, his or her spouse, of his or her immediate family;

(N) Made by an employee or representative of an economic development prospect and potential future employer within the city, which prospect is not at the time of the contact located within the city; or

(O) A licensed attorney or engineer to assist or aid any person with respect to a matter in which the city is exercising its regulatory authority, and which representation is a matter of public record.

(Ordinance 16-006-00, art. 7, adopted 1/7/16)

(3) No person shall engage in lobbying without registering as a lobbyist with the city. A person engaged to lobby, including any employee of a third party that is assigned the duty of lobbying, within the city shall register as a lobbyist no later than three (3) business days after first contacting

any public servant or employee regarding the subject matter for which such person is engaged or assigned to lobby the city. (Ordinance 21-016-00, sec. 5, adopted 3/18/21)

(4) The lobbyist must file a separate registration form for each client for whom they are lobbying; provided that a lobbyist that has a current registration on file with the city may add additional clients to such registration by filing an updated list of such clients to be added to the registration. (Ordinance 16-006-00, art. 7, adopted 1/7/16)

ARTICLE 9.05 CODE OF ETHICS*

Sec. 9.05.009 Financial disclosure

(a) Disclosure deadlines for city officials and candidates.

(1) Existing city officials. "City official" means the mayor, every member of the city council, the city manager, the city attorney, the city secretary, the director of planning and community development (if any), the director of public works (if any), the director of finance (if any), the city engineer, and persons acting in the capacity of the aforementioned officers or employees. No later than April 30th of each year, or thirty (30) calendar days after notice of such requirement is mailed by the city secretary, whichever date is later, each city official shall file a sworn financial disclosure statement with the city secretary in a form prepared by the city secretary reflecting the financial situation of the city official as of December 31 of the previous year.

(Ordinance 16-006-00, art. 8, adopted 1/7/16)

(2) New city officials. A newly employed, elected, or appointed city official shall file a sworn financial disclosure statement with the city secretary in a form prepared by the city secretary within thirty (30) calendar days from the date the position with the city is assumed. Said statement shall reflect the financial situation as of the date of employment, election, or appointment and for the previous twelve months, provided, however, such city official shall not be required to include in such statement the requirements of subsection (b)(7) of this section.

(3) Candidates. Each candidate shall file a sworn financial disclosure statement with the city secretary within fifteen (15) business days of filing for office, reflecting the financial situation of the candidate as of December 31 of the year previous to the election date.

(Ordinance 21-016-00, sec. 6, adopted 3/18/21)

(b) Use of financial disclosure reporting form. Each person required to file a financial disclosure statement shall do so on a form supplied by the city which shall include the following information:

(1) The person's name, residence address, business address (if any), telephone number, name of all immediate family members, i.e., husband or wife, children, father, mother, brothers or sisters, and all names or titles under which the person or family member does business.

(2) Identification by street address and legal description of all real property located within the city or its extraterritorial jurisdiction in which the person has a substantial interest.

(3) Identification of each business entity owning property or doing business within the city or its extraterritorial jurisdiction in which the person has a substantial interest.

(4) Identification of each person or business entity to whom the person or family member owed a debt of ten thousand dollars ($10,000.00) or more during the reporting period, but not including debts

owed to persons related within the second degree of consanguinity or affinity and excluding loans to a political campaign which were reported as required by law; if repaid during the reporting period, the date of repayment shall be stated.

(5) Identification of each source of income amounting to ten (10) percent or more of the person's or family member's gross annual income as defined by the United States Internal Revenue Code.

(6) Identification of the donor of each gift of more than two hundred dollars ($200.00) in value received by the person or family member, including the value of the gift, where such donor has appeared before and requested action of the city council during the reporting period.

(7) Identification of all individuals or business entities that:

(A) He or she, or a business entity in which he or she has substantial interest has had business dealings involving one or more transactions of five hundred dollars ($500.00) or more each quarter, or for a total of twenty-five hundred dollars ($2,500.00) or more within the immediately preceding 12-month period; and

(B) Have appeared before and requested action of the city council during the reporting period.

(8) Identification shall also be required of all individuals who have an ownership interest of twenty-five percent (25%) or more in a business entity as described in subsection (7)(A) above and who appears before and requests some action on the part of the city council, even though the action does not concern such business entity.

(c) Retention of financial disclosure statements. The city secretary shall log and maintain all financial disclosure statements required to be filed herein as public records and retain them for a period of three (3) years after which statements shall either be returned to the person filing them or be destroyed.

(d) Immediate public identification by public servants.

(1) All public servants of the city shall immediately publicly identify, either verbally at an open meeting or in writing, all individuals or business entities that:

(A) He or she, or a business entity in which he or she has a substantial interest which has had business dealings involving one or more transactions of five hundred dollars ($500.00) or more each quarter, or for a total of twenty-five hundred dollars ($2,500.00) or more within the immediately preceding twelve (12) month period; and

(B) Have appeared before and requested action of the city council during the reporting period.

(2) Such immediate identification shall also be required of all individuals who have an ownership interest of twenty-five percent (25%) or more in a business entity as described in subsection (1)(A) above and who appear and request action by the city council, even though the action does not concern such business entity. Such identification shall be made prior to any decision or determination of the matter or immediately upon discovery of such business dealings.

(Ordinance 16-006-00, art. 8, adopted 1/7/16)

(e) Planning and zoning commission members. Within thirty (30) calendar days of being appointed to the planning and zoning commission and on each anniversary of that date, each member of such commission shall file with the city secretary a sworn statement identifying by street address and legal description all real property located within the city or its extraterritorial jurisdiction in which the member has a substantial interest. (Ordinance 21-016-00, sec. 6, adopted 3/18/21)

(f) Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding twelve (12) month period involving one or more transactions of five hundred dollars ($500.00) or more each quarter, or for a total of twenty-five hundred dollars ($2,500.00) or more, within the preceding 12-month period with a council member, commissioner, or business entity in which a council member or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article. (Ordinance 16-006-00, art. 8, adopted 1/7/16)

ARTICLE 9.05 CODE OF ETHICS*

Sec. 9.05.010 Ethics commission

(a) Establishment of an ethics commission. The ethics commission established by section 12.01 of the city charter shall be composed of seven (7) members, all of whom shall reside in the city.

(b) Enumeration. Each Commission member shall be appointed by the city council and shall occupy a position on the commission, such positions being numbered 1 through 7. Commission members serve at the will of city council and may be removed by the city council upon five (5) members of the council, or more, voting for removal.

(Ordinance 16-006-00, art. 9, adopted 1/7/16)

(c) The members of the commission shall be identified by place numbers one (1) through seven (7). Commission members shall serve three-year terms, with the term beginning on November 1st of the year of appointment and expiring on October 31st three years later. The term for commission places 2, 4, 6, and 7 shall begin on November 1st following the general election of the mayor and city council places 2, 4, and 6, and shall expire on October 31st three years later. The term for commission places 1, 3, and 5 shall begin on November 1st following the general election of city council places 1, 3, and 5, and shall expire on October 31st three years later. (Ordinance 18-019-00, sec. 11, adopted 4/19/18)

(d) Vacancies. All vacancies shall be filled by the city council for the unexpired term. A member shall hold office until his successor has been appointed by the city council.

(e) Election of chairperson and vice-chairperson. The commission shall elect a chairperson and a vice-chairperson to one (1) year terms. The vice-chairperson shall act as chairperson in the absence of the chairperson. In the event the chairperson or vice-chairperson vacates their position then an election to fill the vacancy shall occur at the next meeting when the full board is seated.

(f) Quorum. Four (4) or more members of the commission shall constitute a quorum, but no action of the commission shall be of any force or effect unless it is adopted by the favorable vote of four (4) or more members.

(g) Annual review of ethics ordinance. The commission shall meet at least once a year to review this article and may make recommendations to the city council for amendments thereto.

(Ordinance 16-006-00, art. 9, adopted 1/7/16)

(h) Advisory opinions and recommendations. The commission shall render advisory opinions and make recommendations to the city council on potential conflicts of interest or violations of this article at the request of a public servant. Such advisory opinions and recommendations shall be rendered thirty (30) calendar days after a request or complaint is received by the commission, unless the commission requests, and is granted one thirty

(30) calendar day extension by the city council. This subsection shall not be applicable to complaints filed with the commission. (Ordinance 21-016-00, sec. 7, adopted 3/18/21)

(i) Defense to alleged violations. It shall be a defense to an alleged violation of this article that the person accused previously requested, and received, an advisory opinion and recommendation from the commission, and acted on such opinion or recommendation in good faith, unless material facts were omitted or misstated by the person requesting the opinion. Such advisory opinion and recommendation shall also be binding on the commission in any subsequent charges concerning the person who requested the opinion and recommendation.

(j) Disposition of alleged ethics violations.

(1) A sworn complaint based on personal knowledge alleging a violation(s) of this article shall specify the provision(s) of this article alleged to have been violated, and shall name the public servant being charged.

(2) Upon the aforesaid sworn complaint of any person being filed with the city secretary's office, or on its own initiative, the commission shall consider possible violations of this article by any public servant. A complaint shall not be deemed to be filed on the initiative of the commission, save and except the complaint be signed and sworn by two (2) members of the commission, one of which is the chairperson of the commission, after consultation with the legal counsel of the commission. A complaint filed by an individual member of the commission shall be deemed to have been filed in the commission member's capacity as a private citizen and, in such event, the member of the commission filing the complaint shall not thereafter participate in a commission meeting at which such complaint is considered save and except the commissioner filing the complaint may participate as a complainant at such meeting.

(3) A complaint alleging a violation of this article must be filed with the city secretary within two (2) years from the date of the action alleged as a violation, and not afterward.

(Ordinance 16-006-00, art. 9, adopted 1/7/16)

(4) Not later than three (3) business days after the city secretary receives a sworn complaint, the city secretary shall acknowledge the receipt of the complaint to the complainant, and provide a copy of the complaint to the city attorney, the independent counsel, the commission chair, and the person against whom the complaint was alleged. The commission chair with advice of the commission's legal counsel shall review the complaint to ensure compliance with subsection (1) above within five (5) business days of receipt of the complaint. If the complaint does not comply with the requirements of subsection (1) it shall be returned to the complainant with a written explanation of noncompliance. If the complainant does comply it shall be accepted by the commission. Not later than ten (10) business days after receipt of a complaint, the commission shall notify in writing the person who made the complaint and the person against whom the complaint was alleged, of a date for a preliminary hearing. If the commission does not hold a preliminary hearing within twenty (20) business days of receipt of the complaint, it shall notify the person who made the complaint of the reasons for the delay and shall subsequently give the complainant the appropriate notification.

(5) The commission may consider possible violations on its own initiative. Within seven (7) business days of the commission's decision to consider a possible violation of this the commission shall draft a written complaint specifying the provision(s) of this article alleged to have been violated and shall file a copy with the city secretary, and provide a copy to the city attorney, the independent counsel, and the person against whom the complaint was alleged. Not later than fifteen (15) business days after the drafting of the complaint, the commission shall notify in writing the person against whom the complaint was alleged of the date for the preliminary hearing.

(Ordinance 21-016-00, sec. 7, adopted 3/18/21)

(6) After a complaint has been filed, and during the pending hearing of a complaint before the commission, a member of the commission may not communicate directly or indirectly with any party or person about any issue of fact or law regarding the complaint, except at a meeting of the commission; provided that the chairperson may consult and coordinate with independent legal counsel.

(7) As soon as reasonably possible, but in no event more than sixty (60) days after receiving a complaint, the commission shall conduct a preliminary hearing.

(A) The issue at a preliminary hearing shall be the existence of reasonable grounds to believe that a violation of this article has occurred. The person filing a complaint, or the independent counsel in cases considered upon the commission's own initiative, shall state the alleged violation and shall describe in narrative form the testimony and other evidence which would be presented to prove the alleged violations stated in the written complaint. Statements at a preliminary hearing shall be under oath, but there shall be no cross-examination or requests for persons or evidence issued for the hearing. Members of the commission may question the complainant, the public servant named in the complaint, or consult with the independent counsel for the commission in executive session.

(B) The public servant named in the complaint shall have the opportunity to respond, but is not required to attend or make any statement. The public servant may describe in narrative form the testimony and other evidence that would be presented to disprove the alleged violation. If the public servant agrees that a violation has occurred, he or she may so state and the commission may consider the appropriate sanction.

(C) The complainant and the public servant named in the complaint shall have the right to representation by counsel.

(D) At the conclusion of the preliminary hearing, the commission shall decide whether a final hearing should be held. If the commission determines that there are reasonable grounds to believe that a violation of this article has occurred, it shall schedule a final hearing. If the commission does not determine that there are reasonable grounds to believe that a violation has occurred, the complaint shall be automatically dismissed. A decision to conduct a final hearing is not a finding that a violation has occurred.

(Ordinance 16-006-00, art. 9, adopted 1/7/16)

(E) The commission, at any time during the preliminary hearing, may also dismiss a complaint if the complaint does not allege conduct which would be a violation of this article. Before a complaint is dismissed for failure to allege a violation, the complainant shall be permitted one opportunity, within ten (10) business days of such a preliminary hearing, to revise and resubmit the complaint. (Ordinance 21-016-00, sec. 7, adopted 3/18/21)

(F) The complainant, the independent counsel, and public servant named in the complaint may ask the commission at a preliminary hearing to request certain persons and evidence for a final hearing, if one is scheduled. (Ordinance 16-006-00, art. 9, adopted 1/7/16)

(8) Final hearing.

(A) The final hearing shall be held as expeditiously as possible following the determination by the commission that there are reasonable grounds to believe that a violation of this article has occurred. In no event shall the hearing be held more than thirty (30) calendar days after said determination. The commission may grant two (2) postponements, not to exceed fifteen (15) calendar days each, upon the request of the public servant named in the complaint. (Ordinance 21-016-00, sec. 7, adopted 3/18/21)

(B) The issue at a final hearing shall be whether a violation of this article has occurred. The commission shall make its determination based on clear and convincing evidence in the record. All witnesses shall make their statements under oath. (Ordinance 16-006-00, art. 9, adopted 1/7/16)

(C) If the commission determines that a violation has occurred, it shall state its findings in writing, shall identify the particular provision(s) of this article which have been violated, and within five (5) business days shall deliver a copy of the findings to the complainant, if any, the public servant named in the complaint, and the city secretary. (Ordinance 21-016-00, sec. 7, adopted 3/18/21)

(D) If a complaint proceeds to a final hearing, the commission may request witnesses to attend and testify, administer oaths and affirmations, take evidence and request the production of books, papers records, or other evidence needed for the performance of the commission's duties or exercise of its powers, including its duties and powers of investigation.

(9) Sanctions.

(A) If the commission determines that a violation of this article has occurred, it shall proceed directly to determination of the appropriate sanction(s), if any. Save and except for a violation of section 9.05.004(f)(2)(A)(iv), section 9.05.008(b) or section 9.05.009(f) of this article, a violation of this article shall not be subject to criminal penalties. The commission may receive additional testimony or statements before considering sanctions, but is not required to do so. If the public servant named in the complaint acted in reliance upon a written opinion of the city attorney, the commission shall consider that fact.

(B) If the commission determines that a violation of this article has occurred, it may recommend that the city council impose one of the following sanctions:

(i) A letter of notification shall be the appropriate sanction when the violation is clearly unintentional, or when the public servant's violation was made in reliance on a written opinion of the city attorney. A letter of notification shall advise the public servant to whom it is directed of any steps to be taken to avoid future violations.

(ii) A letter of admonition shall be the appropriate sanction in those cases in which the commission finds that the violation is minor and/or may have been unintentional, but calls for a more substantial response than a letter of notification.

(iii) A reprimand shall be the appropriate sanction when the commission finds that a violation has been committed intentionally or through disregard of this article. A reprimand directed to a city official, council member, commission member shall be sent to the city council. A reprimand directed to an employee of the city shall be sent to the city manager and included in said employee's personnel file. A letter of reprimand directed to an elected city official shall be transmitted to the city secretary and shall be sent to the city council, and thereafter published in the official newspaper of the city.

(iv) A recommendation of removal from employment or a recommendation of suspension from employment, as well as a recommendation for length of suspension, shall be the appropriate sanction when the commission finds that a serious or repeated violation(s) of this article has been committed intentionally or through culpable disregard of this article by city employees. A recommendation of suspension of city employees shall be directed from the commission to the city manager. In most cases, the final authority to carry out such recommendations to suspend from employment and the length of suspension shall be with the city manager.

(v) A letter of censure shall be the appropriate sanction when the commission finds that a serious or repeated violation(s) of this article has been committed intentionally or through culpable disregard of this article by an elected city official. A letter of censure directed to an elected city official shall be transmitted to the city secretary, and shall be sent to the city council, and thereafter published in the official newspaper of the city.

(Ordinance 16-006-00, art. 9, adopted 1/7/16)

ARTICLE 9.05 CODE OF ETHICS*

Sec. 9.05.011 Independent legal counsel

Independent legal counsel shall be utilized to advise the commission and participate in hearings. The city council shall annually designate and retain independent counsel who shall be a duly licensed attorney in the state.
(Ordinance 16-006-00, art. 10, adopted 1/7/16)

ARTICLE 9.05 CODE OF ETHICS*

Sec. 9.05.012 Baseless complaints

(a) In the event a complaint is received by the commission that is subsequently found to be knowingly baseless, and the commission deems based upon the substance of the complaint and evidence presented that the complaint was filed with the intent to:

(1) Harass the person named in the complaint;

(2) Damage the respondent's reputation;

(3) Benefit the person filing the complaint either personally, professionally, or politically; or

(4) Damage a related third party;

the commission may recommend to the city council to take disciplinary action(s) against the individual who filed the complaint including but not limited to referral to law enforcement for investigation and filing of legal charges as outlined in subsection(s) (b), (c), or (d) of this section. The commission may also make recommendations for what other action(s) should be taken up to and including barring from the filing of further ethics complaints on the same or similar subject matter or event.

(b) A person commits an offense if he knowingly communicates or circulates a report of a violation of this article by a public servant that he knows is false or baseless and that would ordinarily cause an official proceeding to be held by the ethics commission in response to the complaint. An offense under this section may be punishable by fine not to exceed the sum of five hundred dollars ($500.00). The commission may recommend to the city council that violations under this subsection (b) may be referred for criminal prosecution.

(c) Any person who knowingly files a false sworn statement under this chapter is subject to criminal prosecution for perjury under the laws of the State of Texas Penal Code section 37.02. The commission may recommend to the city council that violations under this subsection (c) may be referred for criminal prosecution.

(d) Any person who knowingly testifies under oath before the commission and knowingly makes a false statement material to the proceedings is subject to criminal prosecution for aggravated perjury under the laws of

the State of Texas Penal Code section 37.03. The commission may recommend to city council that violations under this subsection (d) may be referred for criminal prosecution.

(e) Proceedings under this section may be undertaken by the commission at any time after a complaint is dismissed.

(Ordinance 16-096-00, sec. 4, adopted 1/5/17)

ARTICLE 9.05 CODE OF ETHICS*

Sec. 9.05.013 Penalties

Any person who shall violate section 9.05.008(b) or section 9.05.009(f) of this article, or shall fail to comply therewith, or with any of the requirements thereof, shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of five hundred dollars ($500.00). Each calendar day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein. (Ordinance 21-016-00, sec. 8, adopted 3/18/21)

ARTICLE 9.05 CODE OF ETHICS*

Sec. 9.05.014 Reservations and exceptions

Notwithstanding any other term or provision of this article, this article:

(1) Is not applicable to the performance and behavior of officers, employees and public servants that does not violate a standard or provision set forth in this article;

(2) Does not waive the authority and discretion of the city council to enforce higher standards for, or to supervise, provide oversight, appoint and remove, any officer, employee or public servant that is appointed by the city council; and

(3) Does not transfer or limit the authority of the city manager to act in his or her discretion to enforce higher standards for, or to supervise, provide oversight, appoint and remove, all officers, employees and public servants of the city that are not appointed and removed by the council.

(Ordinance 16-006-00, art. 12 (12.3), adopted 1/7/16)

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. 22-088-00

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS 1.09.037 AND 9.05.008 OF THE CODE OF ORDINANCES ADDRESSING CONTACT WITH CITY STAFF AND CITY COUNCIL BY PERSONS SEEKING ECONOMIC DEVELOPMENT INCENTIVES; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Leander, Texas (the "City") desires to provide a no contact period for applicants considering or making application for economic development incentives from the City;

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. **Addition of Definition.** Section 1.09.035 of the City of Leander Code of Ordinances (the "Code") is hereby amend by adding the definition of "No contact period" to read as follows:

> *No contact period*. The period of time from the date a person, or a representative of the person seeks to apply for economic development incentives from the City until economic development agreement is executed or the negotiations conclude without an agreement. This period includes the time before an application is submitted to the City in which the person or person's representative seeks information about economic development incentives or the application process, or pitches the business prospect to the City.

Section 3. **No Contact Period During Economic Development Negotiations.** Section 1.09.037 of the City of Leander Code of Ordinances is hereby adding subsection (d) to read as follows:

> (d) Any person, or representative of a person, who wishes to apply for economic development incentives shall conduct all communications related to the proposed economic development incentives, the related business prospect, and related application with the city manager or the economic development staff. No such person may knowingly communicate with a Council member about proposed economic development incentives, the related business prospect, and related application during the no contact period, except as part of a duly noticed Council meeting.

Section 4. **Ethics Ordinance Lobbying Regulations.** Section 9.05.008(b) of the City of Leander Code of Ordinances is hereby adding subsection (5) to read as follows:

(5) Communications about economic development incentives and economic development prospects are governed by Section 1.09.037(d).

Section 5. **Conflicting Ordinances.** Section 1.09.037, 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 6. **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 economic development incentive and lobbying 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 7. **Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

Section 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 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 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.

PASSED AND APPROVED on the 15th day of September, 2022.

THE CITY OF LEANDER, TEXAS **ATTEST:**

_____ _____

Christine DeLisle, Mayor Dara Crabtree, City Secretary

§ 9.05.009 **Financial disclosure.**

(a) Disclosure deadlines for city officials and candidates.

(1) Existing city officials.

"City official" means the mayor, every member of the city council, the city manager, the city attorney, the city secretary, the ~~director of planning and community development~~ executive director of development services (if any), the director of public works (if any), the executive director of finance (if any), the city engineer, executive director of infrastructure, chief of staff and persons acting in the capacity of the aforementioned officers or employees. No later than April 30th of each year, or thirty (30) calendar days after notice of such requirement is mailed by the city secretary, whichever date is later, each city official shall file a sworn financial disclosure statement with the city secretary in a form prepared by the city secretary reflecting the financial situation of the city official as of December 31 of the previous year.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE AMENDING 9.05.009 FINANCIAL DISCLOSURE (1)(a) FOR EXISTING STAFF TITLES TO REFLECT CITY OF LEANDER ORGANIZATIONAL CHART TITLES; PROVIDING FOR THE ADDITION OF EXEUCUTIVE DIRECTOR OF INFRASTRUCTURE AND CHIEF OF STAFF; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Leander, Texas (the "City") amend the existing staff member titles and add additional staff members required to complete a financial disclosure;

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. **Amending Section 9.05.009 (a)(1).** Section 9.05.009(a)(1) of the City of Leander Code of Ordinances (the "Code") is hereby amend to read as follows and any ordinance conflicting with the following provision are amended to the extent of any conflict therewith:

….

(a) Disclosure deadlines for city officials and candidates.

(1) Existing city officials.

"City official" means the mayor, every member of the city council, the city manager, the city attorney, the city secretary, the ~~director of planning and community development~~ executive director of development services (if any), the director of public works (if any), the executive director of finance (if any), the city engineer, executive director of infrastructure, chief of staff and persons acting in the capacity of the aforementioned officers or employees. No later than April 30th of each year, or thirty (30) calendar days after notice of such requirement is mailed by the city secretary, whichever date is later, each city official shall file a sworn financial disclosure statement with the city secretary in a form prepared by the city secretary reflecting the financial situation of the city official as of December 31 of the previous year.

….

Section 3. **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 economic development incentive and lobbying 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 4. **Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

Section 5. **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 6. **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the 5th day of January, 2023.

THE CITY OF LEANDER, TEXAS	**ATTEST:**
_____	_____
Christine DeLisle, Mayor	Dara Crabtree, City Secretary

AGENDA ITEM # 22

EXECUTIVE SUMMARY
01/05/2023

AGENDA SUBJECT:

Discuss and consider action on an Ordinance amending Article 1.14, Division 2, Public Art Commission, providing for the name to change to Public Art and Culture Commission to be more commonly known as LPAC; expanding the powers and duties to include cultural and diverse events; providing for a definition of culture; and related matters.

BACKGROUND:

At the Leander Public Art Commission (LPAC) regular meeting on December 14, 2022, LPAC members voted to recommend the Council's consideration of the following:

1. "Change the Commission's formal name to Leander Public Arts and Culture Commission."
2. "Expand the Commission's role to include participation in all cultural and diverse events, including MLK, Juneteenth, Diwali, Cinco de Mayo, et cetera."
3. "Add to the Commission ordinance a definition of the word culture. The definition would read, 'Culture is within people and is contagiously and globally spread throughout their food, their music, their language, their arts, their shared knowledge, their religion and their way of life. Culture is actively fostering growth and understanding in shared social patterns of behavior and interactions that are learned by socialization.' "

During the meeting, LPAC members expressed a desire to be more relevant through diverse arts, cultural events, and activities, and also to be more inclusive by engaging the Leander community in new ways through the arts. Examples of cultural and diverse events shared by LPAC members include activities in recognition of Martin Luther King Jr. Day, Juneteenth, Diwali, Cinco de Mayo, and others. LPAC members also recommended the Leander Public Arts and Culture Commission name change so as to reflect the group's expanded focus on additional art forms such as culinary arts, performing arts, music, and theatre.

Previous actions

At the LPAC regular meeting on October 12, 2022, members voted on similar recommendations, as well as the expansion of LPAC board composition from seven (7) appointed members to up to eleven (11) appointed members. At the Leander City Council regular meeting on December 1, 2022, Council approved the addition of two (2) members to the LPAC board composition for a total of nine (9) appointed members.

PRESENTER:

Mark Tummons, Director of Parks and Recreation

Attachments

1. LPAC Minutes 10.12.2022
2. LPAC Minutes 11.09.2022
3. LPAC Draft Minutes 12.14.2022
4. Ordinance Redline
5. Ordinance

Public Art Commission
Meeting Minutes
Leander Activity Center
11880 Hero Way West STE 600
October 13, 2022, at 6:00 pm

1. **Call to Order**
   Chair Haynes called the meeting to order at 6:05PM

2. **Roll Call**
   Commissioners present: Jessica Alonzo, Lisa Haynes, Steve Kuwitzky, Jennifer Gardner
   Commissioners absent: George Quist, Deanna Ramirez
   Staff members present: Kelsey Heiden, Staff Liaison
   City Council members present: Na'Cole Thompson, City Council Liaison

3. **Approval of Minutes – September 14, 2022**
   Steve Kuwitzky made a motion to approve the regular meeting minutes from September 14, 2022; Jessica Alonzo seconded the motion which passed unanimously.

4. **Citizens Communication**
   Sammy Panzarino shared his background in theater arts with the commission.
   Keysha Bradford shared her interest in joining the commission.

5. **City Council Liaison Update**
   Council Member Thompson noted that commission applicants were at the meet and great on Monday, October 10th for appointments on October 20th. Whatever business the commission's recommendations are moved forward from this evening

   Councilmember Thompson stated that she was concerned we were recording the public art commission meeting. She mentioned that if it isn't in our bylaws or a part of the city ordinance, she isn't sure how it is able to be enacted without prior notification.

6. **Budget Update**
   Kelsey shared the approved fiscal year 2023 budget with the commissioners. She also shared an update on fiscal year 2022, pending final costs from Arts Fest. Commissioner Gardner asked if the commission could receive an update on the fund balance of the Art Fund.

7. **New Business**
   a. **Discussion and possible action of the addition of 2-4 commissioners.**
      Commissioner Gardner passed out a handout showing the Leander Public Art Commission's committees. Chair Haynes noted the commission has a lot of different events that we are trying to produce for the community but we have very few commissioners to execute these events. Commissioner Gardner noted that additional commissioner seats would assist in having individuals take the lead on various committees' verses volunteers. Discussion ensued.

      Commissioner Steve Kuwitzky made a motion to add 2-4 at-large commissioners to the Leander Public Art Commission; Lisa Haynes seconded the motion which passed unanimously.

   b. **Discussion and possible action of the expansion of public art commission to include cultural events, exhibits, art displays including MLK, Juneteenth, Diwali, Cinco de Mayo, etc.**

DRAFT

Commissioner Steve Kuwitzky made a motion to expand the public art commission to include all cultural and diverse events, exhibits, art displays including MLK, Juneteenth, Diwali, Cinco de Mayo, et cetera; Jennifer Gardner seconded the motion which passed unanimously.

c. Discussion and possible action of name change to better encompass the commissions' expanded focus.

Commissioner Jennifer Gardner made a motion to change the name to include culture, Leander Public Arts and Culture, Steve Kuwitzky seconded the motion which passed unanimously.

d. Mural Art Discussion

Chair Haynes mentioned the new mural in Cedar Park on Bell Avenue. She noted that she wanted to look into located in Leander. Chair Haynes encouraged commissioners to look around town for mural art location recommendations. Kelsey mentioned Robin Bledsoe Park both the pool and restroom facilities could be potential locations; Kelsey will discuss with Parks and Recreation Director, Mark Tummons, and report back at the November meeting.

8. Subcommittee Updates

a. LPAC Master Plan

Commissioner Kuwitzky provided an update to the commission. George, Jennifer and Steve have been meeting and hope to have a draft soon. Commissioner Kuwitzky will invite Kelsey to the next meeting to assist with reviewing.

b. Arts Fest Recap

The commission recapped the event and thanked Jessica and Kelsey for their efforts.

9. Adjournment

Chair Haynes adjourned the meeting at 7:23PM.

DRAFT

MINUTES
PUBLIC ART COMMISSION
CITY OF LEANDER, TEXAS

Leander Activity Center
11880 Hero Way West, Ste. 600

November 9, 2022

Place 1 – Stephanie Rand
Place 2 – Keysha Bradford
Place 3 – George Quist
Place 4 – Lisa Haynes, Chair
Place 5 – Jessica Alonzo
Place 6 – Sammy Panzarino
Place 7 – Steve Kuwitzky
Staff Liaison – Kelsey Heiden
Council Liaison – Na'Cole Thompson

1. **Call to Order**
   Chair Haynes called the meeting to order at 6:02 PM

2. **Roll Call**
   All Commissioners were present with the exception of Commissioner Alonzo and Commissioner Rand.

3. **Approval of Minutes – October 12, 2022**
   Commissioner Kuwitzky made a motion to approve the regular meeting minutes from October 12, 2022; Chair Haynes seconded the motion. The motion passed unanimously.

4. **Citizens Communication**
   None

5. **Welcome New Commissioners**
   Chair Haynes welcomed the new commissioners; each commissioner introduce themselves.

6. **City Council Liaison Update**
   Mayor Pro Tem Thompson commented on the unanimous vote of City Council at the October 20th meeting to postpone the ordinance revision, providing time for LPAC to review; any recommendations from tonight's meeting would be considered at the December 3rd City Council meeting.

7. **Election of officers: Chair, Vice Chair and Secretary**
   Commissioner Kuwitzky made a motion to name Commissioner Haynes as Chair and himself as Secretary. Commissioner Panzarino seconded the motion. Motion passed unanimously.

   Commissioner Kuwitzky made a motion to name Commissioner Alonzo as Vice Chair. Motion failed unanimously.

   Commissioner Quist nominated himself as Vice Chair Commissioner Haynes seconded the motion. Motion passed unanimously.

8. **Budget Update**
   Staff liaison Heiden shared the approved fiscal year 2023 budget; Staff will provide the Art Fund account balance to the Commission at the next meeting.

9. **Discuss and consider recommendations amending Code of Ordinances, Article 1.14, Division 2, Public Art Commission.**
   Discussion included: amendments to the Code of Ordinances; defining culture within the document; Commissioner Kuwitzky made a motion to recommend the following changes to amending Code of Ordinance, Article 1.14, Division 2, Public Art Commission. Commissioner Quist seconded the motion. Motion passed unanimously.

   Leander Public Arts and Culture Commission hereby referred to as LPAC in the remainder of this document.

   Section 1.14.034 Powers and Duties, item 17 to read "To actively plan and participate with the parks and recreation department in all matters pertaining to arts and culture."

   Commissioner Quist and Commissioner Panzarino will gather information and send forward a recommendation on a definition of culture.

10. **LPAC Subcommittee Discussion, Additions and Appointments**
    Discussion included: LPAC subcommittee information; new committee members to review and volunteer for various roles; Commissioner Kuwitzky will update for the next meeting.

11. **New Business**
    a. **Discuss and consider action on an update to the LPAC Mission Statement.**

       Discussion included updating the mission statement after the ordinance revisions were approved.

    b. **Discuss cultural events:**
       i. **MLK**
          Chair Haynes updated the commission on planning efforts with the Parks and Recreation Department thus far. Commissioner Bradford volunteered to be on the planning subcommittee; they will attend the next planning meeting on December 7th at 3:30pm.

       ii. **Juneteenth**
          Chair Haynes updated the commission on planning efforts with the Parks and Recreation Department thus far.

       iii. **Other cultural events:**
          Commissioner Kuwitzky made a motion to expand the public art commission to include all cultural and diverse events, exhibits, art displays including MLK, Juneteenth, Diwali, Cinco de Mayo, et cetera; Commissioner Gardner seconded the motion. The motion passed unanimously.

    c. **Discuss and consider action on mural art in Leander.**
       Discussion included: the pool and restroom facilities located in Robin Bledsoe Park are approved locations; possible partnership with the Leander Chamber of Commerce;

subcommittee appointment of Chair Haynes and Commissioner Panzarino; the subcommittee will bring back discussion items to the next meeting.

d. **Discuss and consider action on art displays at the Leander Public Library and Leander Activity Center.**
Discussion included: locations to display artwork; subcommittee for Art in Public Spaces includes Commissioner Kuwitzky and Commissioner Quist.

Chair made a motion for the Art in Public Spaces subcommittee to prepare a call to art for review and other options from Humanities Texas at the next meeting. Commissioner Panzarino seconded the motion. Motion passed unanimously.

e. **Discuss and consider action on LPAC hosted art programs at Leander Activity Center.**
Discussion included: ideas for art activities; current capacity to host additional activities; the commission will look at the existing calendar and continue discussion at the next meeting.

12. Subcommittee Updates

a. **LPAC Master Plan**
Update included the Subcommittee has been working diligently; a draft will be forthcoming.

13. Items for next agenda

Mayor Pro Tem Thompson asked for an updated list of LPAC events for the 2023 calendar year.

14. Adjournment

Chair Haynes adjourned the meeting at 8:18 PM.

APPROVED:

Chair

ATTEST:

Secretary

MINUTES
PUBLIC ART COMMISSION
CITY OF LEANDER, TEXAS

Leander Activity Center
11880 Hero Way West, Ste. 600

December 14, 2022

Place 1 – Stephanie Rand	Place 7 – Steve Kuwitzky
Place 2 – Keysha Bradford	Place 8 – Michael Herrera
Place 3 – George Quist	Place 9 – Naruby Schlenker
Place 4 – Lisa Haynes, Chair	Staff Liaison – Mark Tummons
Place 5 – Jessica Johnson	Council Liaison – Na'Cole Thompson
Place 6 – Sammy Panzarino	

1. **Call to Order**
   Commissioner Kuwitzky called the meeting to order at 6:01 PM

2. **Roll Call**
   All Commissioners were present with the exception and Commissioner Rand.

3. **Approval of Minutes – October 12, 2022**
   Commissioner Kuwitzky made a motion to approve the regular meeting minutes from October 12, 2022; Commissioner Johnson seconded the motion. The motion passed unanimously.

4. **Citizens Communication**
   None

5. **Welcome New Commissioners**
   Commissioner Kuwitzky welcomed the new commissioners; each commissioner introduced themselves.

6. **City Council Liaison Update**
   Mayor Pro Tem Thompson commented on the need for a definition for the word "Culture" in the Public Art Ordinance. The item was not on the City Council agenda for December due to needing discussion and approval by all the LPAC members. Therefore it will need to be moved to the January City Council meeting to approve the definition.

7. **Budget Update**
   Staff liaison Tummons shared the Draft of the Art Fund account balance to the Commission.

8. **Discuss and consider recommendations amending Code of Ordinances, Article 1.14, Division 2, Public Art Commission.**
   Commissioner Kuwitzky motioned to approve the following language in Section 1.14.034 Powers and Duties, item 17 to read "To actively plan and participate with the parks and

recreation department in all matters pertaining to arts and culture." Commissioner Rand seconded the motion. The motion was passed unanimously.

The following definition of Culture was motioned to approve by Commissioner Kuwitzy and Seconded by Commissioner Johnson:

"Culture is within people and is contagiously and globally spread throughout their food, their music, their language, their arts, their shared knowledge, their religion and their way of life. Culture is actively fostering growth and understanding in shared social patterns of behavior and social interactions that are learned by socialization." Motion passed unanimously.

9. **LPAC Subcommittee Discussion, Additions and Appointments**
   Discussion included: LPAC subcommittee assignments; Commissioner Kuwitzky presented the old chart identifying the different subcommittees and commissioners were provided a copy. Commissioners were asked what events they'd like to volunteer to participate in the upcoming year. Discussion ensued, Commissioner Kuwitzky will distribute the list of what the board members volunteered for at the next meeting.

10. **Discuss the expansion to include cultural events: MLK, Juneteenth, Other cultural events:**
    The following events were discussed:
    a. MLK Celebration: January 16th 11am – 2pm LPAC will have a booth there.
    b. Día de Muertos Celebration November 2nd or Saturday before (October 28th) including: food, arts, coloring, a lantern parade, a dance.
    c. Diwali
    d. Fourth of July (request a booth)
    e. Possibly having a menorah by the City Christmas tree

    Commissioner Panzarino will research more events and report back next meeting.

11. **Subcommittee Updates:**
    a. Discussed having a Call to Art be in the spring of 2023 for art at the Leander Public Library, as well as discussed painting murals inside the LAC on blank walls. Commission members want to explore having an art fest where artists can sell their art as well.
    b. MLK March and Celebration Update: Chair Haynes discussed the entertainment, contests, vendors, sponsors, marketing, t-shirts design, theme,
    c. LPAC Master Plan was discussed. The Commission is 80% finished with the Master Plan. Motion was made by Commissioner Rand to create a Master Plan subcommittee and Chair Haynes seconded the motion. The motion was passed unanimously. Subcommittee will develop a draft of the Mission Statement and will send it to Staff Liasion Tummons to distribute by December 28th.
    d. Mission Statement Review: Commissioner Rand Motioned to include "Art, Culture and Education" into the mission statement, Commissioner Kuwitzky seconded. It was unanimously approved. Commissioner's binders with pertinent information have not yet been developed and distributed to the Commission members. Mayor Pro Tem Thompson will check into when the binders will be ready.
    e. Murals and Chamber collaboration. Commissioner Quist brought samples of Texas Humanities' murals/art to show to the commission. Art and Public Places Subcommittee will decide on Commissioner Quist's idea and then a motion will be made at the next meeting. Discussion ensued to move forward with the Murals project in collaboration

with the Chamber of Commerce with the wildflowers theme. Motion to conduct a Call to Art for the Mural was made by Commissioner Panzarino and it was seconded by Commissioner Rand. It was approved unanimously.

12. **New Business**
    Discussion of purchasing a new booth canopy/supplies. Commissioner Kuwitzky made a motion to approve the budget of $500 for a Canopy. Commissioner Rand seconded. The motion was passed unanimously

13. **Items for next agenda**
    Draft of Mission Statement will be discussed next meeting January 11th

14. **Adjournment**
    Meeting was adjourned by Chair Haynes at approx. 8:20pm.

Division 2

~~Public Art Commission~~Public Arts and Culture Commission

§ 1.14.031 **Established; membership; removal of members for absence from meetings.**

(a) The ~~public art commission~~public arts and culture commission is hereby established and shall be composed of ~~seven (7)~~ nine (9) members who shall be residents of the city and who shall be appointed by the mayor and approved by the city council. Each member of the ~~public art commission~~public arts and culture commission shall be appointed for a term of two (2) years, and no member shall serve more than three (3) consecutive terms (six years maximum). The parks and recreation department shall solicit for members in August as needed and make recommendations to the board selection committee and the city council in September. The board selection committee shall interview and make recommendations to the city council. Newly appointed member terms shall begin on November 1st and end on October 31st. If a vacancy shall occur on the ~~public art commission~~public arts and culture commission, a successor shall be appointed to serve for the remainder of the unexpired term of the member previously appointed to the vacant position in April during mid-year appointments. Any member of the commission that consistently fails to attend meetings without good cause shown ~~(as determined by the commission)~~, or without prior approval ~~of the chair of the commission (based on the good cause criteria established by the commission)~~, may be referred by the commission to the city council for removal from the commission. The city council shall consider the referral and commission recommendation and may, in its sole discretion by majority vote, remove the referred member of the commission. The commission shall whenever possible be composed of one or more of the following members:

(1) One (1) city council member (ex-officio, non-voting member);

(2) One (1) member/instructor of an active local arts nonprofit organization/corporation or a commercial art dealer;

(3) Two (2) art instructors within a local LISD middle/high school; an accredited private school or an art instructor with a local college/university such as Austin Community College or Art Institute;

(4) Two (2) active professional artists;

(5) Two (2) citizens, supportive of, educated in, and/or active in the field of public art or community affairs; and

(6) Two (2) citizens, at large.

~~(b) This section addresses transition of the membership of the commission to serving staggered terms:~~

~~(1) The following members appointed in 2018 will be appointed for a two-year term before being replaced or reappointed: one (1) member/instructor of an active local arts nonprofit organization/corporation or a commercial art dealer; one (1) art instructor within a local LISD middle/high school, accredited private school, or an art instructor with a local college/university; one (1) active professional artist; and one (1) citizen.~~

~~(2) The following members appointed in 2018 will be appointed for a three-year term before being replaced or reappointed: one (1) active professional artist; one (1) art instructor within a local LISD middle/high school, accredited private school, or an art instructor with a local college/university; and one (1) citizen. After the expiration of the three-year terms, the members listed in this subsection **(b)(2)** shall be appointed for two year terms pursuant to subsection **(a)** above.~~

~~(Ordinance 18-019-00, sec. 8, adopted 4/19/18)~~

§ 1.14.032 **Organization and meetings; expense reimbursement.**

(a) *Expense reimbursement.* Members of the ~~public art commission~~public arts and culture commission shall receive reimbursement for reasonable expenses, for travel outside the corporate limits and extraterritorial jurisdiction of the city, that are incurred with the advance approval of the commission. Such reimbursement shall not be inconsistent with city policy.

(b) *Organization and meetings; administrative support; reports to council.*

(1) *Quorum.* The presence of ~~four (4)~~ five (5) or more members of the ~~public art commission~~public arts and culture commission shall constitute a quorum.

(2) *Adoption of rules.* The ~~public art commission~~public arts and culture commission may adopt rules to govern the conduct of its meetings in accordance with the provisions of this article and the city charter.

(3) *Officers.* The officers of the commission shall be a chair, a vice-chair and a secretary. ~~The first officers shall be appointed by the mayor and approved by the city council, provided that the city council member shall not serve as an officer of the commission. Thereafter, the commission shall elect the officers of the commission.~~

(4) *Calling of meetings.* The chair of the commission may call meetings of the commission. Meetings may also be called by notice signed by two (2) members of the commission.

(5) *Number of meetings.* The commission shall convene no less frequently than once each month, unless deemed unnecessary by a majority of the commission voting at a commission meeting. The commission may meet more often, should the need arise.

(6) *Open meetings.* The commission shall comply with the Open Meetings Act.

(7) *Meeting dates.* The commission may, at any meeting, set a future meeting date(s).

(8) *Minutes.* Minutes shall be kept of all meetings, including the vote taken by each member upon any action by the commission.

(9) *Support and meeting space.* The city shall furnish administrative support to the commission for the purpose of assisting in the implementation of recommendations and advice of the commission. The city will provide a location for the commission to hold meetings.

(10) *Approval of decisions.* Any policy decision requiring approval by the commission shall be by motion and shall require the approval by a majority of those members present and voting, provided that at least ~~four (4)~~ five (5) members must vote for the action to be approved.

(11) *Reports to council.* The ~~public art commission~~public arts and culture commission shall provide ~~monthly~~ annual reports to the city council with recommendations of policy(s) the commission recommends the city council consider and implement.

(12) *Legal counsel.* The legal department shall provide legal counsel as may be reasonably required by the commission for the performance of its functions.

(c) *Conflicts with city charter.* It is specifically provided that no word, term, phrase or provision of this article shall be interpreted or construed in a manner to be inconsistent with, or to conflict with, the city charter. In the event of the appearance of any inconsistency or conflict, this article shall be read and construed consistent with the city charter.

(Ordinance 08-017-00, sec. 2, adopted 12/18/08; Ordinance 12-004-00 adopted 1/19/12; Ordinance 18-019-00, sec. 9, adopted 4/19/18)

§ 1.14.033 **Rules of procedure; officers.**

The ~~public art commission~~public arts and culture commission may adopt procedural rules governing the transaction of its business. The rules may include provisions for the date, time and place of regular meetings of the commission, maintaining minutes of meetings, and records of all commission reports, conclusions and recommendations. After the expiration of the one-year term of the initial officers, the commission shall elect officers annually. Officers may be elected and may serve as an officer only for a maximum of two consecutive terms (two years) and must rotate off, even if they are appointed for a second or third successive two-year commission appointment. The officers shall include a chair, vice-chairperson and secretary, who shall each be elected to serve a one-year term. All commission meetings shall be open to the public except as provided by the Open Meetings Act, and notice of meetings shall comply with the Open Meetings Act. The commission may adopt procedures that address the receipt and processing of citizen proposals and requests.

(Ordinance 18-019-00, sec. 10, adopted 4/19/18)

§ 1.14.034 **Powers and duties.**

The purpose, functions and responsibilities of the ~~public art commission~~public arts and culture commission are as follows:

(1) On behalf of the city, to encourage, conduct, sponsor or cosponsor public nonprofit programs to further the development and public awareness of, and interest in, fine arts and the performing arts and culture.

(2) To provide recommendations to the mayor and city council in connection with cultural and artistic endeavors and projects in which the city may become involved, and act as a representative of the community in such matters.

(3) To encourage donations, grants and other financial support to further expand the arts and cultural services and programs available to citizens of Leander and members of the Leander community.

(4) To review and make recommendations to the city council with respect to all public and private banner proposals that request to utilize city graphics.

(5) To work diligently and aggressively to receive funding from state and national endowments to provide for continuous funding for the city's public arts and culture programs.

(6) To create and recommend guidelines to the city council regarding any area or activity of a public arts and culture program, and, once the guidelines are approved by the city council, to distribute, manage, and allocate funding to applicants with a high level of accountability pursuant to the commission's guidelines, and which place priority on projects that meet more than one community need, e.g., art for youth outreach and services; provided that all funds shall be subject to the budget and audit process.

(7) The commission shall prepare implementation guidelines, selection procedures and organizational policies to facilitate art in public places, subject to the approval of ~~the mayor and~~ the city council.

(8) The commission shall be responsible for program planning; designation of sites for public art; determining project scope and budget for council approval; overseeing the artist selection process; commissioning artworks; reviewing design, execution and placement of artworks; and overseeing maintenance of the artworks and the process for removal of artworks from the city's public art collection; provided, however, that any decision to contract, purchase or remove artwork shall all be subject to the city manager's recommendation and final review and approval by the city council.

(9) The commission, acting on behalf of the ~~mayor and~~ city council, shall include within its scope of authority and activities the invitation of professionals in the visual arts and design fields, to serve (as reviewers and an advisory panel) in the artist selection process in order to ensure works of highest quality, or to assist in the determination of artistic merit of works of art offered to the city as a donation

or for purchase. The commission shall also establish guidelines for appropriate community participation in this process and public education activities as part of the public arts and culture projects.

(10) The commission shall coordinate, investigate, review and recommend to the ~~mayor and~~ city council other means by which artworks may be obtained, including but not limited to donations to the public art fund, gifts of artwork, and grant applications for public arts and culture projects.

(11) The commission shall act as the liaison with private developers to encourage and facilitate private contributions and private art installations within corporate construction and reconstruction projects.

(12) The commission shall include in its mission the encouragement of public arts and culture throughout the city and shall seek through its programs to educate and stimulate the participation of all citizens in a joint public and private effort to promote arts and culture in public places.

(13) Prior to the recommendations to the city council for the selection and commissioning of artists, review of design and the recommendation of the acceptance of works of art relative to municipal construction projects, the commission shall submit the action proposed to be taken ~~to the mayor for his recommendation~~ to the city council.

(14) The commission shall record, over the chairman of the commission's signature, its recommendations on each matter considered and submitted to the city council.

(15) The commission shall adopt rules and regulations, including the creation of subcommittees, to implement this article of the city code.

(16) The commission shall take such other actions as the city council may direct from time to time.

(17) ~~To act in advisory capacity to the city council and parks and recreation department in all matters pertaining to culture to the parks and recreation services and activities in the city.~~ To actively plan and participate with the parks and recreation department in all matters pertaining to arts and culture.

(18) The commission defines culture as within people and is contagiously and globally spread throughout their food, their music, their language, their arts, their shared knowledge, their religion and their way of life. Culture is actively fostering growth and understanding in shared social patterns of behavior and interactions that are learned by socialization.

(Ordinance 08-017-00, sec. 4, adopted 12/18/08; Ordinance 12-004-00 adopted 1/19/12)

§ 1.14.035 **Administrative and staff services.**
Subject to the directions of the city manager, the parks department shall be responsible for providing administrative and staff services for the commission and may assign parks department staff to provide services to the commission.

(Ordinance 08-017-00, sec. 7, adopted 12/18/08; Ordinance 12-004-00 adopted 1/19/12)

§ 1.14.036 **Budget.**
The ~~public art commission~~public arts and culture commission programs and operating expenses shall be funded from the city general fund, grants, donations and admission charges. The parks department shall be responsible for submitting the annual operating budget to the city manager for submission and recommendation to and [the] mayor and city council. Donations, receipts and monies contributed to the public art fund shall be expended only as authorized by the budget and appropriations approved by the city council.

(Ordinance 08-017-00, sec. 8, adopted 12/18/08; Ordinance 12-004-00 adopted 1/19/12)

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ARTICLE 1.14, DIVISION 2, PUBLIC ART COMMISSION, PROVIDING FOR NAME CHANGE, ADDITIONAL DUTIES, AND DEFINITION OF CULTURE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Leander desires to amend Article 1.14, Division 2, regarding Public Art Commission.

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

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

Section 2. Amending Commission Name and Reference to Art Programs. The name of the Public Art Commission is hereby amended to be the Public Arts and Culture Commission and the commission name shall be amended wherever it appears in Chapter 1, Article 1.14, Division 2 of the Code of Ordinances of the City of Leander (the "Code"). The term "art(s) program(s)" is hereby amended to be "arts and culture program(s)" wherever it appears in Chapter 1, Article 1.14, Division 2 of the Code. The term "art projects" is hereby amended to be "arts and culture projects" wherever it appears in Chapter 1, Article 1.14, Division 2 of the Code.

Section 3. Repealing Section 1.14.031(b), Division 2. Section 1.14.031(b), Division 2, of the Code is hereby repealed.

Section 4. Amending Section 1.14.032(b)(1), 1.14.032(b)(8), and 1.14.032(b)(10), Division 2. Sections 1.14.032(b)(1), 1.14.032(b)(8), and 1.14.032(b)(10), Division 2, of the Code are hereby amended to in their entirety to read as follows:

(1) Quorum. The presence of five (5) or more members of the public arts and culture commission shall constitute a quorum.

….

(8) Minutes. Minutes shall be kept of all meetings, including the vote taken by each member upon any action by the commission. Meetings may be recorded to assist the staff liaison in the preparation of the minutes and destroyed in accordance with record retention schedule. The official minutes are the written approved minutes.

….

(10) Approval of decisions. Any policy decision requiring approval by the commission shall be by motion and shall require the approval by a majority of those members present and voting, provided that at least five (5) members must vote for the action to be approved.

Section 5. <u>Amending Sections 1.14.034(1) and 1.14.034(12), Division 2</u>. Sections 1.14.034(1), 1.14.034(5) and 1.14.034(12), Division 2, of the Code are hereby amended in their entirety to read as follows:

(1) On behalf of the city, to encourage, conduct, sponsor or cosponsor public nonprofit programs to further the development and public awareness of, and interest in, fine arts and the performing arts and culture.

….

(5) To work diligently and aggressively to receive funding from state and national endowments to provide for continuous funding for the city's public arts and culture programs.

….

(12) The commission shall include in its mission the encouragement of public arts and culture throughout the city and shall seek through its programs to educate and stimulate the participation of all citizens in a joint public and private effort to promote arts and culture in public places.

….

Section 6. <u>Amending Section 1.14.034, Division 2</u>. Section 1.14.034, Division 2, of the Code is hereby amended to add subsection (17) and (18) to read as follows:

(17) To actively plan and participate with the parks and recreation department in all matters pertaining to arts and culture.

(18) The commission defines cultures as within people and is contagiously and globally spread throughout their food, their music, their language, their arts, their shared knowledge, their religion and their way of life. Culture is actively fostering growth and understanding in shared social patterns of behavior and interactions that are learned by socialization.

Section 7. <u>Amendment of Ordinances</u>. The Leaner Code of Ordinances, Article 1.14, Division 2, are hereby amended and all ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance govern.

Section 8. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting the public arts commission within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 9. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code.

Section 10. 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 this 5th day of January, 2023.

ATTEST:	**THE CITY OF LEANDER**
_____	_____
Dara Crabtree, City Secretary	Christine DeLisle, Mayor