



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, November 16, 2023
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



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

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. Noise Ordinance update.

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. Leander History
8. Staff Reports
 1. Fire Department
 2. Water Update

CONSENT AGENDA: ACTION

9. Approval of minutes for meeting held on November 2, 2023.

10. Approval of a Resolution to adopt a policy that requires the Fire Department to consult with law enforcement agencies regarding removal of personal property from a roadway or right-of-way; and providing an effective date.
11. Approval of a Resolution to execute a Master Interlocal Cooperative Purchasing Agreement between the City of Leander, Texas and Harris County Department of Education ("HCDE" aka "Choice Partners") for the purchase of goods and services; providing for an effective date; and authorizing the Interim City Manager to execute any and all necessary documents.
12. Approval of the extension of the application expiration for Subdivision Case FP-22-0007 Leander Collective Final Plat; on eight (8) parcels of land approximately 13.50 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R036215, R036216, R036218, R036219, R036220, R036221, R619681, and R619682; and located to the west of the intersection of Collective Way and US 183 S; Leander, Williamson County, Texas.
13. Approval of the Lost Woods Phase 3 License Agreement Case LA-23-0024 to allow for the installation and maintenance of irrigation and landscaping within portions of the right-of-way of Journey Parkway, Serene Place, Julian Lane, Sam Bass Road and Lost Woods Bend, Leander, Williamson County, Texas.
14. Approval of the extension of the application expiration for Subdivision Case SFP-21-0006 B Twisted short form final plat; more particularly described by Williamson Central Appraisal District Parcel R605507; 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.
15. Approval of an amendment to Development Agreement Case DA-20-0006 regarding the Greatwood South Development Agreement for one (1) parcel of land approximately 119.932 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031730; and more commonly known as 1001 CR 280, Leander, Williamson County, Texas.
16. Approval of Development Agreement Case DA-23-0004 regarding the Shops at Bryson Development on a parcel of land approximately 7.191 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R587785 and generally located northeast of the intersection of 183A Toll Road and Bryson Ridge Trail, Leander, Williamson County, Texas.
17. Approval of the Leander Marketplace Phase 1 License Agreement, Case LA-23-0019, to allow for the installation and maintenance of landscaping and irrigation within portions of the right-of-way of Hero Way and East Street, Leander, Williamson County, Texas.
18. Approval of Development Agreement Case DA-23-0014 regarding the Hero Way Crossing Development on two (2) parcels of land, more particularly described by Williamson Central Appraisal District Parcels R651240 and R651239, generally located to the northwest of the intersection of West Broade Street and Hero Way West, Leander, Williamson County, Texas.
19. Approval of the extension of the application expiration for Subdivision Case SFP-22-0009 Moon Valley short form final plat; more particularly described by Williamson Central Appraisal District Parcels R319362 and R031223; generally located approximately 1,100 feet to the south of the intersection of E Crystal Falls Parkway and Ronald W Reagan Boulevard; on the west side of Ronald W Reagan Boulevard, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

20. Conduct a Public Hearing regarding Zoning Case Z-22-0024 to amend the current zoning of PUD/TOD (Planned Unit Development, Transit Oriented Development District) with the OS (Open Space Sector), CD (Conventional Development Sector), S1 (General Sector), and S2 (Station Sector) to adopt the House Tract Mixed Use PUD (Planned Unit Development) with the SFT-2-A (Single-Family

Townhouse), CH-2-A (Cottage Housing), and LC-2-B (Local Commercial) base zoning districts on two (2) parcels of land approximately 43.07 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031601 and R031325; and generally located 1,000 feet to the east of the intersection of Main Street and Hero Way on the south side of Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-22-0024 as described above.

21. Conduct a Public Hearing regarding Zoning Case Z-23-0081 to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development – Conventional Development Sector) to adopt the CR 269 and Hero Way Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial) on one (1) parcel of land approximately 4.15 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R346169; and more commonly addressed as 1548 and 1550 CR 269, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0081 as described above.

22. Conduct a Public Hearing on the First Reading of an Ordinance regarding the Titan Leander Annexation Case A-23-0009 regarding the voluntary annexation of 92.319 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R099758, R086290, R031580, R555207, and R108828; and generally located approximately 2,000 feet to the east of the intersection of 183A Toll Road and Hero Way, on the north side of Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Annexation Case A-23-0009 as described above.

23. Conduct a Public Hearing regarding Zoning Case Z-23-0087 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Titan Leander PUD (Planned Unit Development) with the base zoning district of HC-4-D (Heavy Commercial) on five (5) parcels of land approximately 115.80 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R099758, R086290, R031580, R555207, and R108828; and generally located approximately 2,000 feet to the east of the intersection of 183A Toll Road and Hero Way, on the north side of Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0087 as described above.

24. Conduct a Public Hearing regarding Zoning Case Z-23-0083 to amend the current zoning of LC-2-B (Local Commercial) to adopt the Leander Business Center PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) on one (1) parcel of land approximately 10.25 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031713; and more commonly addressed as 80 Mockingbird Hill, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0083 as described above.

25. Conduct a Public Hearing regarding Subdivision Case CP-22-0001 to adopt the FM 2243 Concept Plan on two (2) parcels of land approximately 16.727 acres ± in size, more particularly described by

Williamson Central Appraisal District Parcels R327095 and R433125; generally located on the north side of RM 2243 between 183A Toll Road and Ronald Reagan Boulevard, more commonly known as 8770 RM 2243, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-22-0001 as described above.

DEVELOPMENT PROPOSAL REVIEW

26. Receive a presentation from John A. Clark, PE (LJA Enigneering, Senior Vice President - Central Texas Manager), regarding a petition for a Comprehensive Plan Amendment for a residential development located to the southeast of the intersection of Journey Parkway and Ronald W. Reagan Boulevard, Leander, Texas, Williamson County.

REGULAR AGENDA

27. Receive a presentation on traffic options and improvements related to the closing of a portion of street right-of-way commonly known as County Road 177 (CR 177).
28. Discuss and consider action on the annual appointment of the Tax Increment Reinvestment Zone (TIRZ) No. 1 Board Chair for a term from January 1, 2024 through December 31, 2024.
29. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*
30. Council Member Closing Statements.
31. Convene into Executive Session pursuant to:
 1. Section 551.071, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional conduct, to consult with legal counsel regarding Leander Springs Project; and
 2. Section 551.074, Texas Government Code, to discuss assignments and duties of a public officer or employee: Interim City Manager.

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

1. Leander Springs Project; and
2. Interim City Manager.

32. 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 09 day of November 2023 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

Dara Crabtree

Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Leander History

BACKGROUND:

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Approval of minutes for meeting held on November 2, 2023.

BACKGROUND:

Attached are the minutes for the meeting held on November 2, 2023.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

N/A

Attachments:

1. Draft Minutes 11.02.2023



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - November 2, 2023



Mayor – Christine DeLisle

Place 1 – Kathryn Pantalion-Parker

Place 2 – Esme Mattke Longoria, *Mayor Pro Tem*

Place 3 – David McDonald

Place 4 – Na'Cole Thompson

Place 5 – Chris Czernek

Place 6 – Becki Ross

Interim City Manager – Isaac Turner

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 6:01 p.m.
2. Roll Call reflected all present.
3. Received update on Old Town Park (CIP T.48) and Advanced Metering Infrastructure (AMI) (CIP W.42) including; Old Town Park project timeline; scope reduction; reduced scope project timeline; funding; using outside groups to assist with items such as interpretive panels, flower planting, etc.; timing with other projects; phasing project; shade structure; council supportive as presented; what is AMI; project overview; activities to date; AMI solution strategy; schedule; budgetary cost; replacement of meters versus replacement cost; current meters; useful tool for residents; water needs for potential economic development prospects; and return on investment.

Briefing workshop adjourned at 6:56 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Opened meeting at 7:07 p.m.; Vedant Garg provided the Invocation and Mayor Christine DeLisle led the Pledges of Allegiance.
5. Roll Call reflected all present.
6. Administered Oath of Office to Interim City Manager, Isaac D. Turner.

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

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

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

James Dean, 2513 Costa Del Sol - welcomed new Interim City Manager; commented on proclamations, inclusion and diversity; past proclamations; Mayor welcoming all citizens and proclamations; upcoming Veterans Day; and to all LGBTQ+ residents and children it gets better.

Vidhyu Rao, 1713 Hollowback Drive - commented on residency in Leander; inclusivity in Leander; acknowledging Diwali Festival of Lights; issuance of proclamation; symbol of unity; and upcoming Festival, Saturday, November 4 in Lakewood Park.

8. Recognitions/Proclamations/Visitors.

- Diwali Proclamation
- American Indian Heritage Proclamation (November)
- Small Business Saturday Proclamation (November 25)
- Honorary Admiral in Texas Navy recognition of Kip Harmon

CONSENT AGENDA: ACTION

Motion by Councilmember Na'Cole Thompson, Seconded by Councilmember Kathryn Pantalion-Parker to approve the Consent Agenda Items 9 through 25.

Vote: 7 - 0

9. Approval of the minutes for meeting held on September 18, 2023 and October 19, 2023.
10. Approval of an Ordinance adopting and enacting a new Code of Ordinances; providing a penalty for the violation thereof; providing for amendment of such Code; and providing when such Code and this Ordinance shall become effective.
11. Cancel award to Grapevine Dodge Chrysler Jeep, Grapevine, Texas pursuant to Solicitation S22-036B, awarded April 6, 2023, for the purchase of one (1) Dodge Durango in the amount of \$42,000.00.
12. Cancel award to Caldwell Chevrolet pursuant to BuyBoard contract 601-19, awarded May 18, 2023, for the purchase of ten (10) 2024 Chevrolet Tahoe 4x4 police vehicles and award purchase to Cameron County Dodge pursuant to Tarrant County contract 2023-16 for ten (10) 2024 Dodge Durangos in the amount of \$757,000.00; and authorize the Interim City Manager to execute any and all necessary documents.
13. Approval of purchase of a backhoe utilizing the Sourcewell Co-Op Contract 011723-JDC from RDO Equipment Company in the amount of \$151,415.15; and authorize the Interim City Manager to execute any and all necessary documents.

14. Approval of Task Order No. KH-08 with Kimley-Horn and Associates, Inc. for traffic signal timing study along US 183 corridor in the amount of \$56,925.00; and authorize the Interim City Manager to execute any and all necessary documents.
15. Approval of procurement and annual licensing of Procore Project Management Pro application and related modules for the Capital Improvements Program (CIP) utilizing DIR Contract DIR-TSO-4288 from Carahsoft Technology Group in the amount of \$106,703.26; and authorize the Interim City Manager to execute any and all necessary documents.
16. Approval of the purchase of the HD interior fire system utilizing GSA Contract 47QSWA20D007M from Fireblast Global in the amount of \$300,067.00; and authorize the Interim City Manager to execute any and all necessary documents.
17. Approval of Task Order No. GBA-011 with George Butler Associates, Inc. for the North Brushy Creek Wastewater Interceptor Improvements – Benbrook Section (CIP WW.41) in the amount of \$534,400.00; and authorize the Interim City Manager to execute any and all necessary documents.
18. Acceptance of public infrastructure improvements for Cottages at San Gabriel.
19. Approval of a Resolution accepting the petition for the Titan Annexation Case A-23-0009 regarding the voluntary annexation of 92.319 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R099758, R086290, R031580, R555207, and R108828; and generally located approximately 2,000 feet to the east of the intersection of 183A Toll Road and Hero Way, on the northside of Hero Way, Leander, Williamson County, Texas.
20. Approval of Development Agreement Case DA-23-0019 regarding the Freehill Development on a parcel of land approximately 16.85 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R327784; and generally located approximately 1,000 feet to the west of the intersection of W Broade Street and Hero Way West on the south side of Hero Way West, Leander, Leander, Williamson County, Texas.
21. Approval of Development Agreement Case DA-23-0016 regarding the Crystal Springs Plaza Development on a parcel of land approximately 3.863 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R514531 and located at 1641 Highland Drive, Leander, Williamson County, Texas.
22. Approval of Development Agreement Case DA-23-0022 regarding the Culver's Restaurant at Crystal Village on a parcel of land approximately 1.262 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R646775 and located at 1631 Crystal Village Boulevard, Leander, Williamson County, Texas.
23. Approval of the extension of the application expiration for Subdivision Case PICP-22-0005 Travisso Phase 4, Sections 9 and 10 construction plan; more particularly described by Travis Central Appraisal District Parcel 353024; generally located to the west of the terminus of Travisso Parkway, Leander, Travis County, Texas.
24. Approval of the extension of the application expiration for Subdivision Case PP-22-0012 Hampton Park Estates preliminary plat; more particularly described by Williamson Central Appraisal District Parcel R032337; generally located on the north side of CR 264, Leander, Williamson County, Texas.

25. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-23-0085 to amend the current zoning of SFR-1-B (Single-Family Rural) and SFS-2-B (Single-Family Suburban) to SFS-2-B (Single-Family Suburban) on two (2) parcels of land approximately 15 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R082172 and R082171; and more commonly addressed as 300 Private Road 921, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

26. Conduct a Public Hearing regarding Zoning Case Z-23-0079 to amend the current zoning of LC-2-A (Local Commercial) and GC-3-C (General Commercial) to adopt the Valley Vista Lot 3 Minor PUD (Planned Unit Development) with a base district of LC-2-A (Local Commercial) on two parcels of land approximately 2.927 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R639667 and R639669; and more commonly known as 18161 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas. *[Withdrawn by applicant]*
27. Mayor Christine DeLisle opened a Public Hearing at 7:37 p.m. regarding Ordinance Case OR-23-0011 amending the Sign Ordinance to update Section 3.08.11 D. Sign Illumination to address illuminated white signs; update Section 3.08.12 A. Temporary Signs to add temporary neighborhood signs; and Section 3.08.013 Master Sign Plan; and provide for related matters; Leander, Williamson & Travis Counties, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 7:37 p.m.

- Discuss and consider action on Ordinance Case OR-23-0011 as described above.

Motion by Councilmember Becki Ross, Seconded by Councilmember Kathryn Pantalione-Parker to approve Ordinance Case OR-23-0011 amending the Sign Ordinance to update Section 3.08.11 D. Sign Illumination to address illuminated white signs; update Section 3.08.12 A. Temporary Signs to add temporary neighborhood signs; and Section 3.08.013 Master Sign Plan; and provide for related matters; Leander, Williamson & Travis Counties, Texas, comments followed.

Vote: 7 - 0

REGULAR AGENDA

28. Discuss and consider an Ordinance amending Appendix A, Article A7.000, Utility Rates and Charges, to include new water rate categories for the following – City of Georgetown, City of Liberty Hill, and City of Jonestown wholesale contract rates, affected customers pursuant to City of Georgetown and City of Leander CCN Settlement Agreement, Amended and Restated Agreement regarding creation of Leander Municipal Utility Districts (MUDs) Numbers 1, 2, and 3 and development of the Bar W Ranch, and customers affected by City Council action taken on April 4, 2019.

Motion by Councilmember Kathryn Pantalione-Parker, Seconded by Councilmember Becki Ross to approve an Ordinance amending Appendix A, Article A7.000, Utility Rates and Charges, to include new water rate categories for the following – City of Georgetown, City of Liberty Hill, and City of Jonestown wholesale contract rates, affected customers pursuant to City of Georgetown and City of Leander CCN Settlement Agreement, Amended and Restated Agreement regarding creation of Leander Municipal Utility Districts (MUDs) Numbers 1, 2, and 3 and development of the Bar W Ranch, and customers affected by City Council action taken on

April 4, 2019 with the amended language.

Vote: 7 - 0

29. Discuss and consider action on Change Order No.1 and Change Order No. 2 with Chasco Constructors, for the reconstruction, widening, and improvements of Raider Way and East Woodview Drive (CIP T.12), increasing the contract amount by \$61,655.00 and \$188,944.00, respectively, for a new contract total of \$15,415,243.00, with no extension of term duration; and authorize the Interim City Manager to execute any and all necessary documents.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Na'Cole Thompson to approve Change Order No.1 and Change Order No. 2 with Chasco Constructors, for the reconstruction, widening, and improvements of Raider Way and East Woodview Drive (CIP T.12), increasing the contract amount by \$61,655.00 and \$188,944.00, respectively, for a new contract total of \$15,415,243.00, with no extension of term duration; and authorize the Interim City Manager to execute any and all necessary documents, questions followed.

Vote: 7 - 0

30. 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.]* None

31. Council Member Closing Statements.

Kathryn Pantalion-Parker - commented on upcoming Veterans Day event.

Esme Mattke Longoria - commented on upcoming Diwali event.

Na'Cole Thompson - thanked Veterans for their service; and hope to see everyone at the Veterans Day event.

Christine DeLisle - thanked Senior Deputy City Secretary Penberg for preparing tonight's dinner, chili; and commented on shopping locally and upcoming events.

32. Convene into Executive Session at 7:55 p.m. pursuant to:
1. Section 551.074, Texas Government Code, to discuss assignments and duties of a public officer or employee: Interim City Manager; and
 2. Section 551.074, Texas Government Code, to discuss or deliberate the appointment, employment and duties of a public officer or employee: City Manager search.

Reconvened into open session at 8:55 p.m. to take action as deemed appropriate in the City Council's discretion regarding: Interim City Manager and City Manager search.

(Item 1) No action.

(Item 2) No action.

33. Adjourned 8:58 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Approval of a Resolution to adopt a policy that requires the Fire Department to consult with law enforcement agencies regarding removal of personal property from a roadway or right-of-way; and providing an effective date.

BACKGROUND:

Senate Bill No. 1413 of the 88th Legislative session was adopted and requires the City Council to adopt a policy allowing the Fire Department personnel to remove personal property from a roadway or right-of-way.

Fire Department and Police Department staff have met to agree on circumstances surrounding the removal of personal property from the roadway or right-of-way.

HISTORY/TIMELINE:

SB 1413 was signed by the governor and went into effect on May 27, 2023.

APPLICANT/AGENT:

Fire Department

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Billy Wusterhausen, Fire Chief

Fiscal Impact

N/A

Attachments:

1. Resolution for Roadway Incidents

AN RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, ADOPTING A POLICY THAT REQUIRES THE FIRE DEPARTMENT TO CONSULT WITH LAW ENFORCEMENT AGENCIES REGARDING REMOVAL OF PERSONAL PROPERTY FROM A ROADWAY OR RIGHT-OF-WAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Senate Bill No. 1413 of the 88th Legislative Session was adopted and requires the governing body of a political subdivision that has a fire department to develop and implement a policy concerning the fire department consulting with law enforcement agencies regarding removal of personal property from a roadway or right-of-way; and

WHEREAS, the City has a fire department; and

WHEREAS, the fire department needs the ability to remove personal property from a roadway or right-of-way for the protection of the public health, safety, and welfare; and

WHEREAS, the fire department and police department have worked cooperatively and have consulted on this topic; and

WHEREAS, the fire chief may change the policy as needed in consultation with the police department.

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

Section 1. Policy Adopted. The City Policy attached hereto and incorporated in as Exhibit A is hereby adopted.

Section 2. 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 3. Authorization. The Fire Chief will adopt a department policy or procedure that provides direction to firefighters regarding the removal of personal property from a roadway or right-of-way. The Fire Chief may make changes to the policy or procedure as needed as long as it does not violate the requirements of the governing law.

Section 4. Severability. If any provision of this Resolution is illegal, invalid, or unenforceable under present or future laws, the remainder of this Resolution will not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid, and enforceable will be added to this Resolution.

Section 5. Effective Date. This Resolution will become effective upon its adoption, passage by the City Council in accordance with the procedures on the date of passage as required and publication as required by law.

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

PASSED AND APPROVED this 16 day of November, 2023.

CITY OF LEANDER, TEXAS

BY: _____
Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

EXHIBIT A
(SEE ATTACHMENT)

EXHIBIT

"A"

Leander Fire Department

LFD Policy Manual

Policy 1020- Roadway Incident Safety

1020.1 PURPOSE AND SCOPE

The purpose of this policy is to set forth department Fire Chief responsibilities for development of practices used by members who are engaged in any operations occurring on roadways.

1020.2 POLICY

It is the policy of the Leander Fire Department to provide traffic incident management (TIM) practices for the protection of members, personnel responding from other agencies, and victims operating on roadways.

1020.3 FIRE CHIEF RESPONSIBILITIES

The Fire Chief should ensure that the Department adopts TIM procedures. Procedures should include but not be limited to:

- Use of the Incident Command System at all roadway incidents.
- Coordination and cooperation with law enforcement on-scene, including establishing a unified command, depending on the location, size, and complexity of the incident.
- Scene identification and size-up.
- Establishing a temporary traffic control zone including:
 - Placement of apparatus.
 - Use of traffic control devices.
 - Personnel assigned to TIM duties.

1020.3.1 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)

Procedures should also include any requirements in the manual of uniform traffic control devices adopted by the state, including but not limited to the following (Tex. Transp. Code §544.001):

- Use of emergency vehicle lighting
- Safe positioning of emergency vehicles
- Use of traffic flaggers

1020.4 CLEARING THE ROADWAY OR RIGHT-OF-WAY OF HAZARDS

Fire department personnel may remove personal property from a roadway or right-of-way if the fire department or law enforcement agency determines that the property blocks the roadway or endangers public safety. (Section 545.3051 Tex. Transp. Code, SB No. 1413)

Fire Department Personnel will not remove personal property from the roadway or right-of-way if it is part of an ongoing investigation or involves an accident with a serious injury or fatality collision.



EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Approval of a Resolution to execute a Master Interlocal Cooperative Purchasing Agreement between the City of Leander, Texas and Harris County Department of Education ("HCDE" aka "Choice Partners") for the purchase of goods and services; providing for an effective date; and authorizing the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

The City intends to enter into an interlocal agreement with Harris County Department of Education ("HCDE" aka "Choice Partners") to access the associated cooperative contracts for mechanical, electrical, and plumbing services, custodial supplies, an online marketplace solution, landscape and maintenance services, as well as other goods and services.

Chapter 791, § 271.102 of the Texas Government Code states; "a local government may participate in a Cooperative Purchasing Program with another local government or a local cooperative organization. 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 goods or services".

When local governments purchase goods or services, they have three (3) options in order to complete those purchases: requesting invitations to bid; soliciting requests for proposals; or by utilizing the cooperative purchasing program established by the State of Texas.

A Master Interlocal Agreement permits the City to utilize the cooperative organization's current and/or future contracts for goods and services without having to seek competitive bids.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Cheryl Kaufman, Purchasing and General Services Manager

Fiscal Impact

N/A

Attachments:

1. Resolution for Choice Partners- HCDE
2. Choice Partners Cooperative Contract

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF LEANDER, TEXAS, AND HARRIS COUNTY DEPARTMENT OF EDUCATION (CHOICE PARTNERS) FOR THE PURCHASE OF GOODS AND SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Leander, Texas desires to enter into an Interlocal Agreement with Harris County Department of Education (“Choice Partners”) for the purchase of goods and services; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into Interlocal Agreements; and

WHEREAS, the City Council has reviewed the Agreement and finds it to be in the best interest of the citizens of Leander;

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

SECTION 1: The City Manager is hereby authorized, on behalf of the City of Leander, Texas to sign an Interlocal Agreement for the purchase of goods and service attached hereto and incorporated herein as Exhibit “A”.

SECTION 2: This Resolution shall take effect immediately from and after its passage and it is accordingly resolved.

DULY ORDERED by the City Council of the City of Leander, Texas, this the 16th day of November 2023.

ATTEST:

APPROVED:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

EXHIBIT A

Interlocal Agreement between Harris County Department of Education & City of Leander

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and the City of Leander _____, a local governmental entity and/or political subdivision ("LGE"), located in Leander (city), Texas _____ (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall commence on the date of the first signature of this Agreement ("Effective Date") and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
 - A. **HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE's submission of independent contracts or purchase orders to HCDE and HCDE's acceptance thereof. HCDE's obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE's obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. **LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE's sole discretion.

EXHIBIT A

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

EXHIBIT A

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

City of Leander _____ ("LGE")
Attn: Cheryl Kaufman
Title: Purchasing and General Services Manager
Address: 105 N. Brushy St.
City, State, Zip: Leander, TX 78641
Phone: 512-528-2730
Email: ckaufman@leandertx.gov

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

EXHIBIT A

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
 - Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

EXHIBIT A

City of Leander

Name of Local Governmental Entity

Harris County Department of Education

Authorized Signature

Isaac D. Turner

Printed Name

James Colbert, Jr.

Interim City Manager

Title

County School Superintendent

November 16, 2023

Date

Date

Type of Local Governmental Entity (*select one*):

- | | |
|---|---|
| ☐ School District | ☐ Charter School |
| ☐ County | ☒ City/Municipality |
| ☐ University | ☐ College |
| ☐ State Entity | |
| ☐ Governmental entity/other: _____ | |



EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case FP-22-0007 Leander Collective Final Plat; on eight (8) parcels of land approximately 13.50 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R036215, R036216, R036218, R036219, R036220, R036221, R619681, and R619682; and located to the west of the intersection of Collective Way and US 183 S; Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of Leander Collective Final Plat application. Article II, Section 24 (g) includes the following provisions.

(g) Application Expiration.

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

HISTORY/TIMELINE:

01/29/2023 Final Plat Application Expired
07/29/2023 Final Plat Application Staff Extension Expired

APPLICANT/AGENT:

LJA Engineering

RECOMMENDATION:

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

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to January 29, 2024 and will allow the developer to finalize the plat requirements and schedule the plat for review by the Planning & Zoning Commission.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. FP-22-0007 Att 1 Leander Collective
2. FP-22-0007 Att 2 Leander Collective - Location Map
3. FP-22-0007 Att 3 Ordinance Leander Collective FP Extension

October 11, 2023

Planning Department
City of Leander
201 North Brushy Street
Leander, Texas 78641

RE: FP-22-0007 Leander Collective Phase 2 Final Plat
Application Extension Request

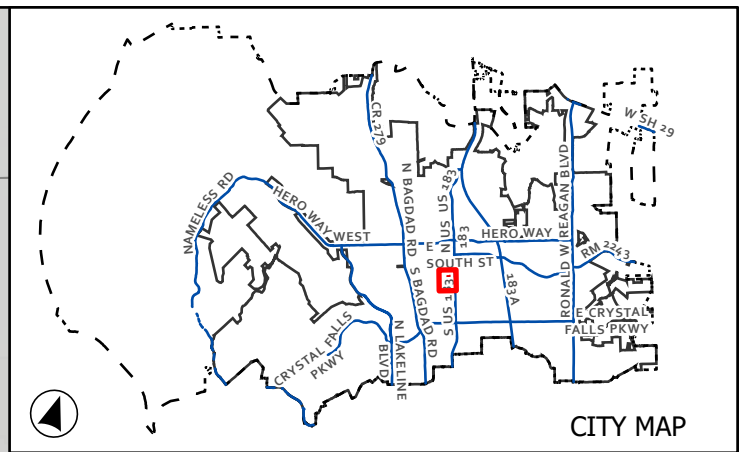
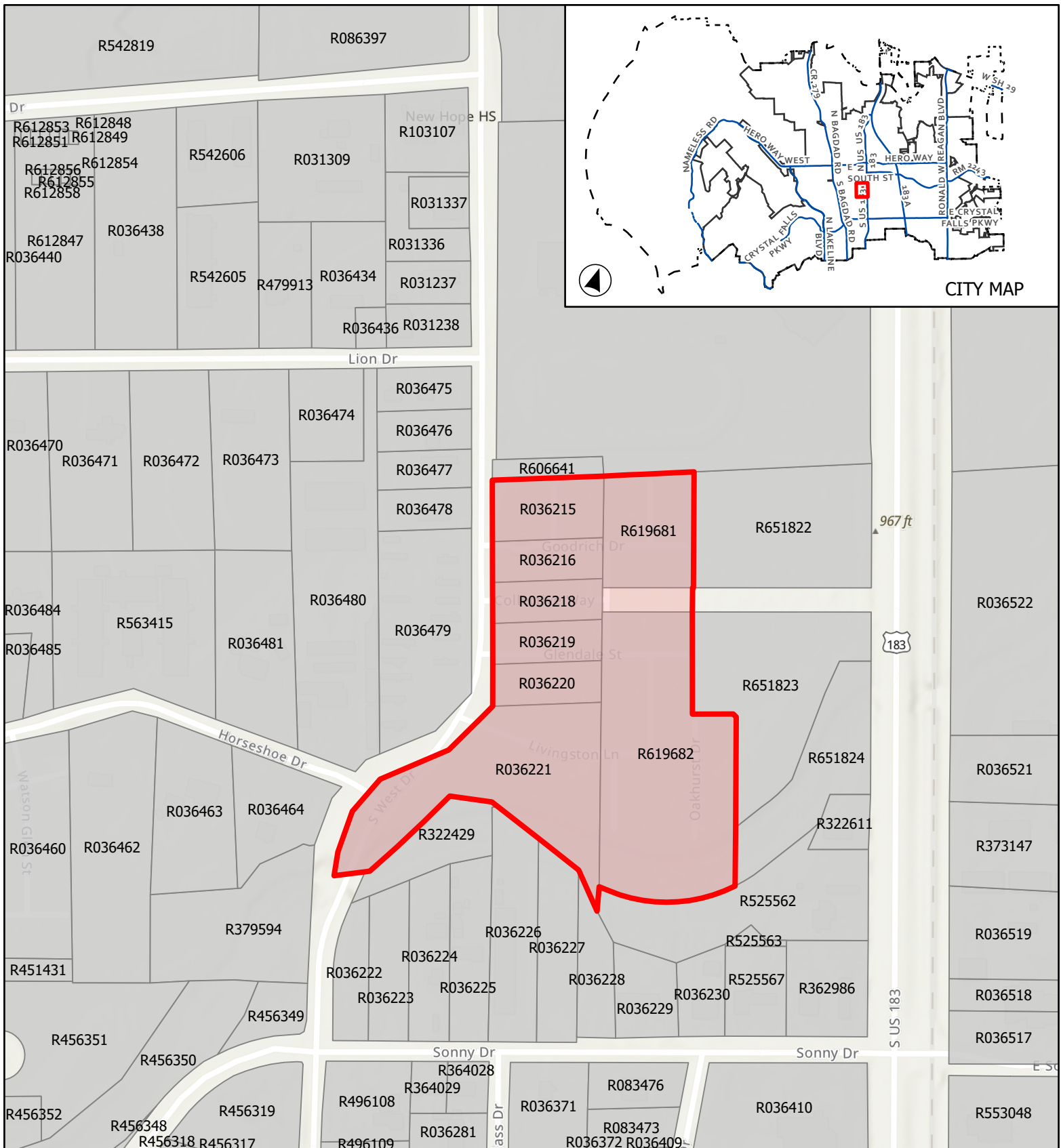
To Whom It May Concern:

As the Applicant and Property Owner for the above-referenced final plat application, we would like to request a six-month extension to the application. The initial staff review comment letter for this project was issued April 29, 2022, and an administrative extension request was approved to extend the expiration date to July 29, 2023. Additional time is needed in obtaining approval of the final plat due to additional time needed to execute the required HOA documentation for the plat recordation.

Sincerely,



VP of Development
603 US 183 Leander Collective LLC



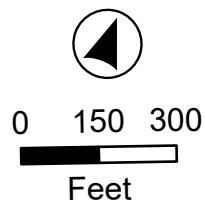
CASE: FP-22-0007

ATTACHMENT 2

LEANDER COLLECTIVE

Location Map

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



- City Limits
- ETJ Boundary
- Subject Boundary

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS
GRANTING AN EXTENSION OF THE EXPIRATION OF THE
FINAL PLAT APPLICATION FOR THE LEANDER COLLECTIVE
SUBDIVISION.**

WHEREAS, Section 24 (g) (1) of the City's Subdivision Ordinance provides that the final plat application expires nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the final plat are not approved due to the applicant's failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 24 (g) (2) of the City's Subdivision Ordinance provides that the Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the final plat;

WHEREAS, the Planning Department granted one six (6) month extension for the Leander Collective final plat application (the "Final Plat Application") which expired on or about July 29, 2023;

WHEREAS, the City Council of the City of Leander, Texas (the "City") finds that there is good reason to grant an extension of the expiration date for the Final Plat Application because the applicant is actively working to address the final plat comments and move forward with final plat within a reasonable timeframe;

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

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

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Final Plat Application to January 29, 2024. In the event that the Final Plat Application is not approved by the Planning and Zoning Commission on or before January 29, 2024, the Final Plat Application shall expire.

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

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

PASSED AND APPROVED on this the 16th day of November, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Approval of the Lost Woods Phase 3 License Agreement Case LA-23-0024 to allow for the installation and maintenance of irrigation and landscaping within portions of the right-of-way of Journey Parkway, Serene Place, Julian Lane, Sam Bass Road and Lost Woods Bend, Leander, Williamson County, Texas.

BACKGROUND:

License agreements are required when developers propose to place private improvements within the public right-of-way. This agreement grants the developer permission to install the improvements as well as provide conditions that describe the responsibility of maintaining and possible removal of improvements. In addition, the developer is required to indemnify the City against claims and liabilities and carry insurance.

The developer of the Lost Woods Phase 3 subdivision located at 2409 Lost Woods Bend is requesting a license agreement to install and maintain irrigation and landscaping within portions of the right-of-way of Journey Parkway, Serene Place, Julian Lane, Sam Bass Road and Lost Woods Bend.

HISTORY/TIMELINE:

APPLICANT/AGENT:

M/I Homes of Austin, LLC (Eva Mata) on behalf of Lost Woods Preserve Residential Community, Inc. (Kyle Kriegal)

RECOMMENDATION:

Staff recommends approval of the license agreement.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. LA-23-0024 Att 1 License Agreement
2. LA-23-0024 Att 2 Location Map
3. LA-23-0024 Att 3 Letter of Intent

**LICENSE AGREEMENT
FOR THE LOST WOODS PHASE 3 SUBDIVISION**

The City of Leander, a Texas home-rule municipal corporation and political subdivision of the State of Texas situated in Williamson and Travis Counties, Texas ("the City"), and Lost Woods Preserve Residential Community, Inc., a Texas non-profit (the "Licensee"), enter into this License Agreement for the Lost Woods Phase 3 Subdivision ("Agreement") on this the ____ day of _____, 20__, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT. The City grants to Licensee permission to use the property, located within the right-of-way of Journey Parkway, Serene Place, Julian Lane, Sam Bass Road and Lost Woods Bend in the Lost Woods Phase III Subdivision, Leander, Texas (the "Subdivision"), shown in Exhibit "A" attached hereto and incorporated herein for all purposes (the "licensed property"), for the following purposes only:

- (1) the installation of landscaping;
- (2) the installation of an irrigation system for the landscaping; and
- (3) the repair, maintenance and replacement of the landscaping and irrigation systems, within right-of-way of Journey Parkway, Serene Place, Julian Lane, Sam Bass Road and Lost Woods Bend as shown on Exhibit "A" hereto. The landscaping and irrigation are sometimes collectively referred to herein as the "improvements".

The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

Licensee agrees that all construction installation and maintenance permitted by this Agreement shall be done in compliance with plans and specifications approved in writing by the City Engineer and all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.

Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the improvements permitted under this Agreement.

II. ANNUAL FEE. No annual fee shall be due in connection with this License Agreement.

III. CITY'S RIGHT TO LICENSED PROPERTY. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensee, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property. The uses of the licensed property are subject to the City's right to interfere with or destroy Licensee's use of the licensed property, or any property or the improvements placed thereon or therein by Licensee, if such use or action is determined necessary by the City.

Notwithstanding any provision of this Agreement to the contrary, the City retains the right to enter

upon the licensed property, at any time and without notice, and assuming no obligation to Licensee, to remove any of the improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety.

IV. INSURANCE. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the city and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The City may require the Licensee to increase the combined single limit of such coverage from time to time in the discretion of the City. Such insurance coverage shall specifically name the City as an additional-insured. The insurance shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each such policy shall be delivered to the City Manager of City on or before the Licensee's use or occupancy of the licensed property.

Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the Licensee's construction, maintenance or use of the licensed property. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses (i) for which the City shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. CONDITIONS.

- A. Licensee's Responsibilities. Licensee will be responsible for any and all damage to or relocation of existing facilities. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City, or of others, that is damaged by or on behalf of Licensee as a result of activities under this Agreement.
- B. Maintenance. Licensee shall maintain the licensed property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense. Further, the City may require Licensee to take action to maintain the licensed property including, but not limited to, the removal of dead or dying vegetation. Such removal shall be completed within thirty (30) days following receipt of a written request from the City.
- C. Removal or Modification. Licensee agrees that removal or modification of any of the improvements now existing or to be later placed on the licensed property shall be a

Licensee's expense. Provided the City has given prior written approval of the plans and specifications for the improvements, said removal or modification shall be at Licensee's sole discretion.

- D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may perform the work or contract for the completion of the work. Licensee agrees to pay within thirty (30) days of written demand by the City, all reasonable costs expenses incurred by the City in completing the work.

Licensee Address

Lost Woods Preserve Residential Community, Inc.
Attn: Kyle Krigel
7600 N. Capital of Texas Hwy. Bldg. C, Ste. 250
Austin, Texas 78731
Travis County

City Address

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

VII. COMMENCEMENT AND TERMINATION BY ABANDONMENT. This Agreement shall begin with the effective date and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for the purposes set forth in this Agreement, this Agreement shall expire and terminate, as to the portion or portions abandoned, following thirty (30) days written notice by the City to the Licensee or by Licensee to the City. If all or a part of the licensed property is abandoned by Licensee, the City shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made, and shall have the right to enter on the licensed property and terminate the rights of Licensee, its successors and assigns hereunder, to the abandoned part of the licensed property. All installations of Licensee on a portion of the licensed property that is abandoned shall be deemed property of the City unless removed with the consent of the City.

VIII. TERMINATION.

- A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee terminates, then it shall remove all installations that it made from the licensed property within the thirty day notice period, at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.
- B. Termination by City. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:
1. The improvements, or a portion of them, interfere with the City's right-of-way;

2. Use of the licensed property becomes necessary for a public purpose;
3. The improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration, repair or maintenance;
4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to the insurance requirements specified herein.

If Licensee abandons or fails to maintain the licensed property, and the City receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all of the improvements and collect from Licensee the City's actual expenses incurred in connection therewith.

IX. EMINENT DOMAIN. If eminent domain is exerted on the licensed property the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and the improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

X. INTERPRETATION. This Agreement shall, in the event of any dispute over its intent, meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for or against either party.

XI. APPLICATION OF LAW. This Agreement shall be governed by the laws of the state of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

XII. VENUE. Venue for all lawsuits concerning this Agreement will be in the Williamson County, Texas.

XIII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

XIV. ASSIGNMENT. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date

of assignment or transfer.

TERMS AND CONDITIONS ACCEPTED, this the ____ day of _____, 20__.

LICENSOR: CITY OF LEANDER, TEXAS

By: _____
Name: _____
Title: City Manager

LICENSEE: LOST WOODS RES. COMMUNITY

By: AK
Name: Kyle Kriegel
Title: Director

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, City Manager for the City of Leander, Texas, on behalf of the City.

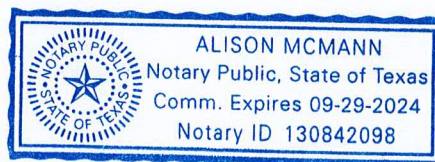
Notary Public – State of Texas

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

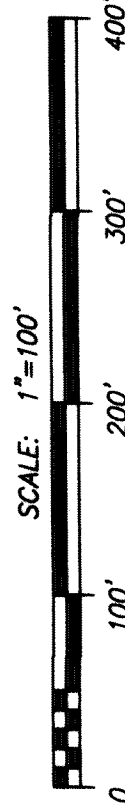
This instrument was acknowledged before me on this the 16 day of OCTOBER, 2023, by Kyle Kriegel, Director of Lost Woods Preserve Residential Community, Inc., on behalf of said entity.

Alison McMann
Notary Public – State of Texas

AFTER RECORDING RETURN TO:
City of Leander
Attn: City Secretary
P. O. Box 319
Leander, Texas 78646-0319



FINAL PLAT OF
LOST WOODS PRESERVE PHASE 3
CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS



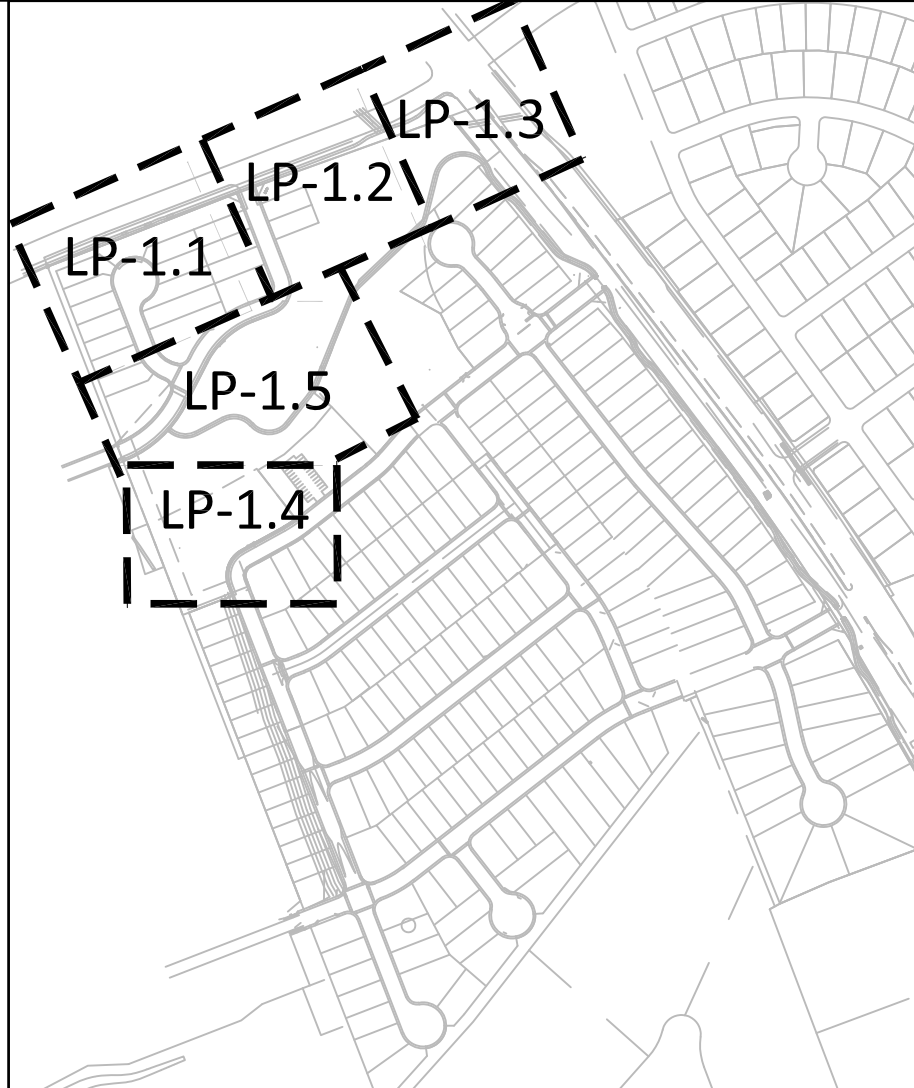
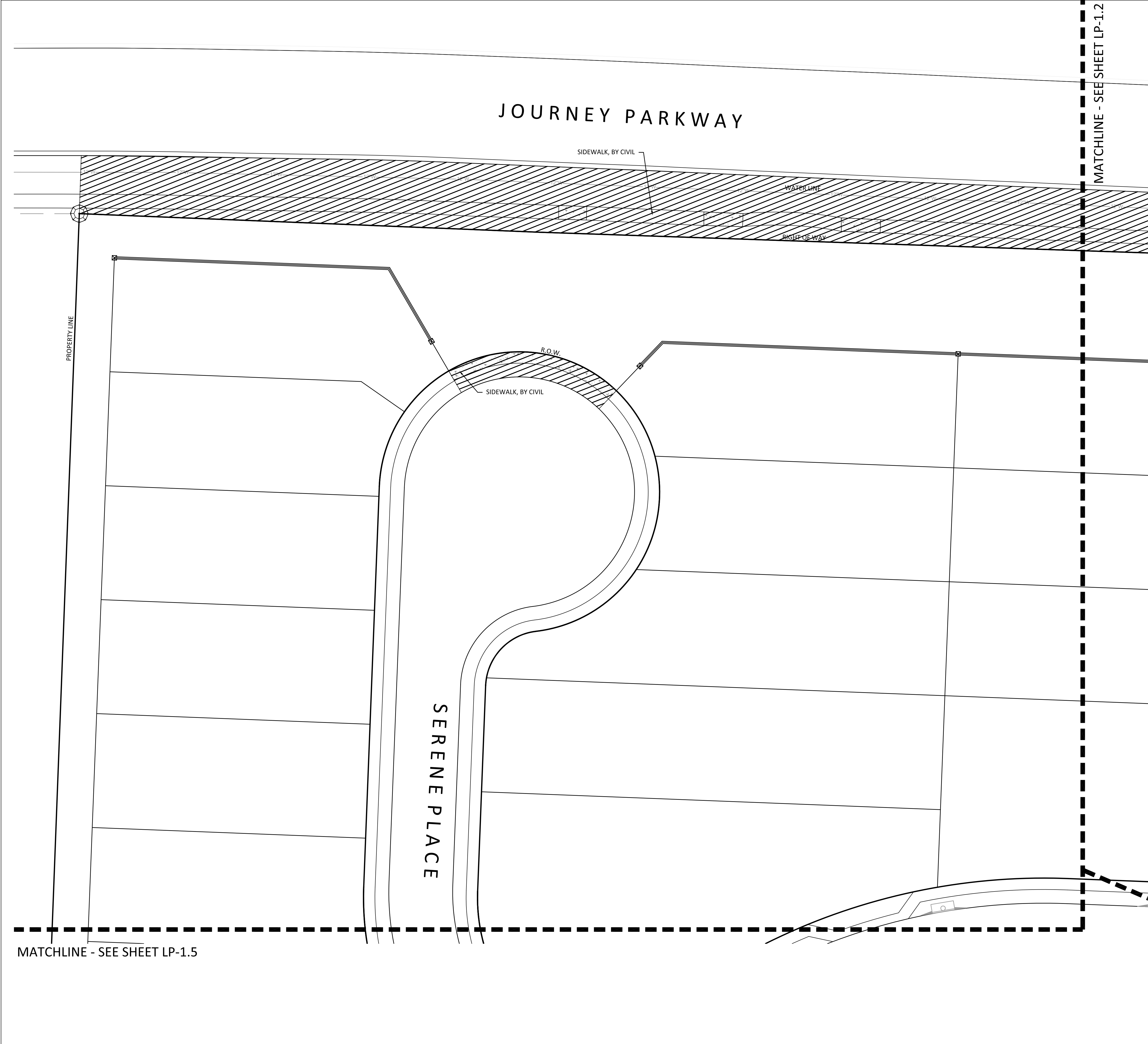
- LEGEND:
- = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
 - = FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
 - = FOUND COTTON SPINDLE
 - Ⓐ = BLOCK NAME
 - ***** = 10-FOOT WIDE HIKE AND BIKE TRAIL (UNLESS OTHERWISE NOTED)
 - = 4-FOOT WIDE (MINIMUM) SIDEWALK
 - = CITY LIMITS
 - BL = BUILDING SETBACK LINE
 - PUE = PUBLIC UTILITY EASEMENT
 - DE = DRAINAGE EASEMENT
 - LS = LANDSCAPE
 - SLE = SIGHT LINE EASEMENT
 - DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 - OPWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
 - OPRC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 - PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS



SURVEY: ANASTASHA CARR SURVEY, ABSTRACT NO. 122
DATE: AUGUST 6, 2020 SCALE: 1"=100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400



KEY MAP - PHASE 3
NOT TO SCALE

LEGEND

SYMBOL	TYPE
	LICENSE AREA

FULL SIZE SCALE: 1" = 20'



LEANDER CITY APPROVAL



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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F 512.246.7703
www.secpplanning.com
Email : info@secpplanning.com

M/I HOMES OF AUSTIN, LLC.
1301 W. Capital of Texas Highway
B315
Austin, TX 78746

REGISTERED LANDSCAPE ARCHITECT
BENEDICT P. DEVELLE
2890
STATE OF TEXAS
05/25/2022

LOST WOODS PRESERVE
SECTION 3
LICENSE AGREEMENT
PLANS
LEANDER, TEXAS

Drawing File Name
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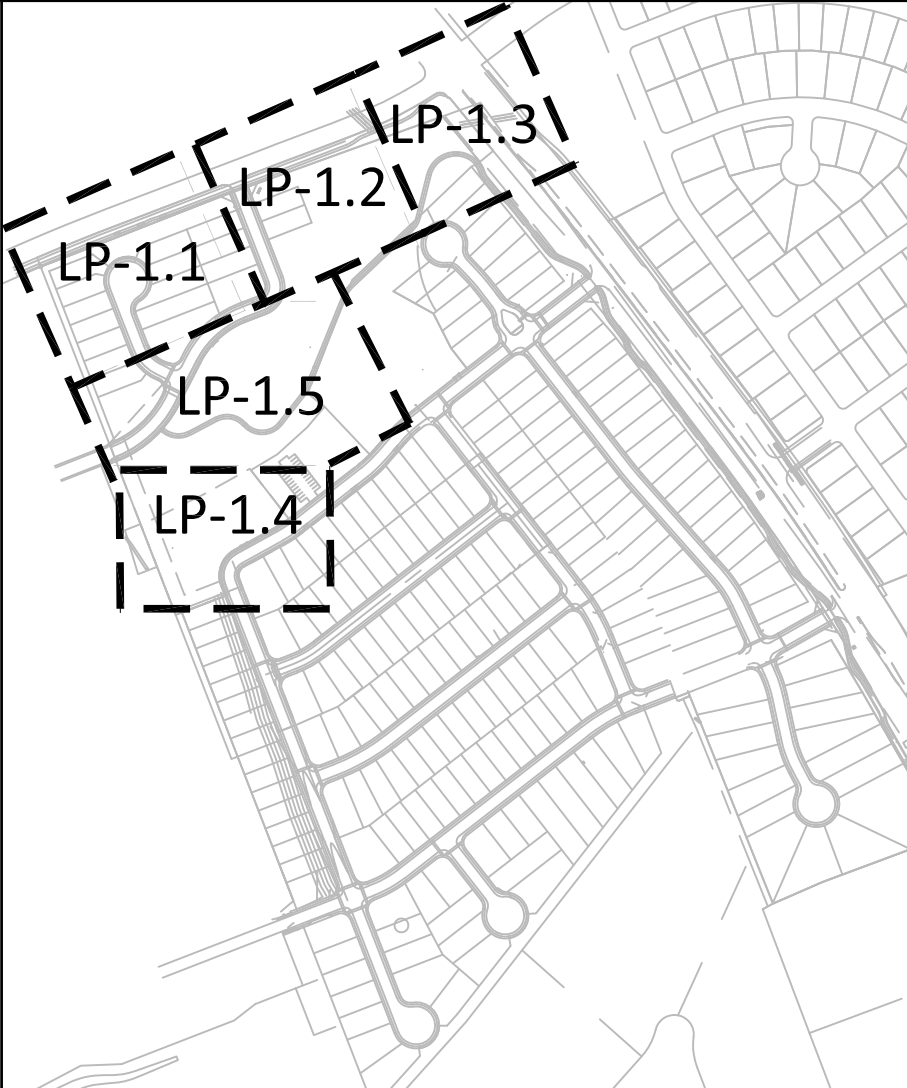
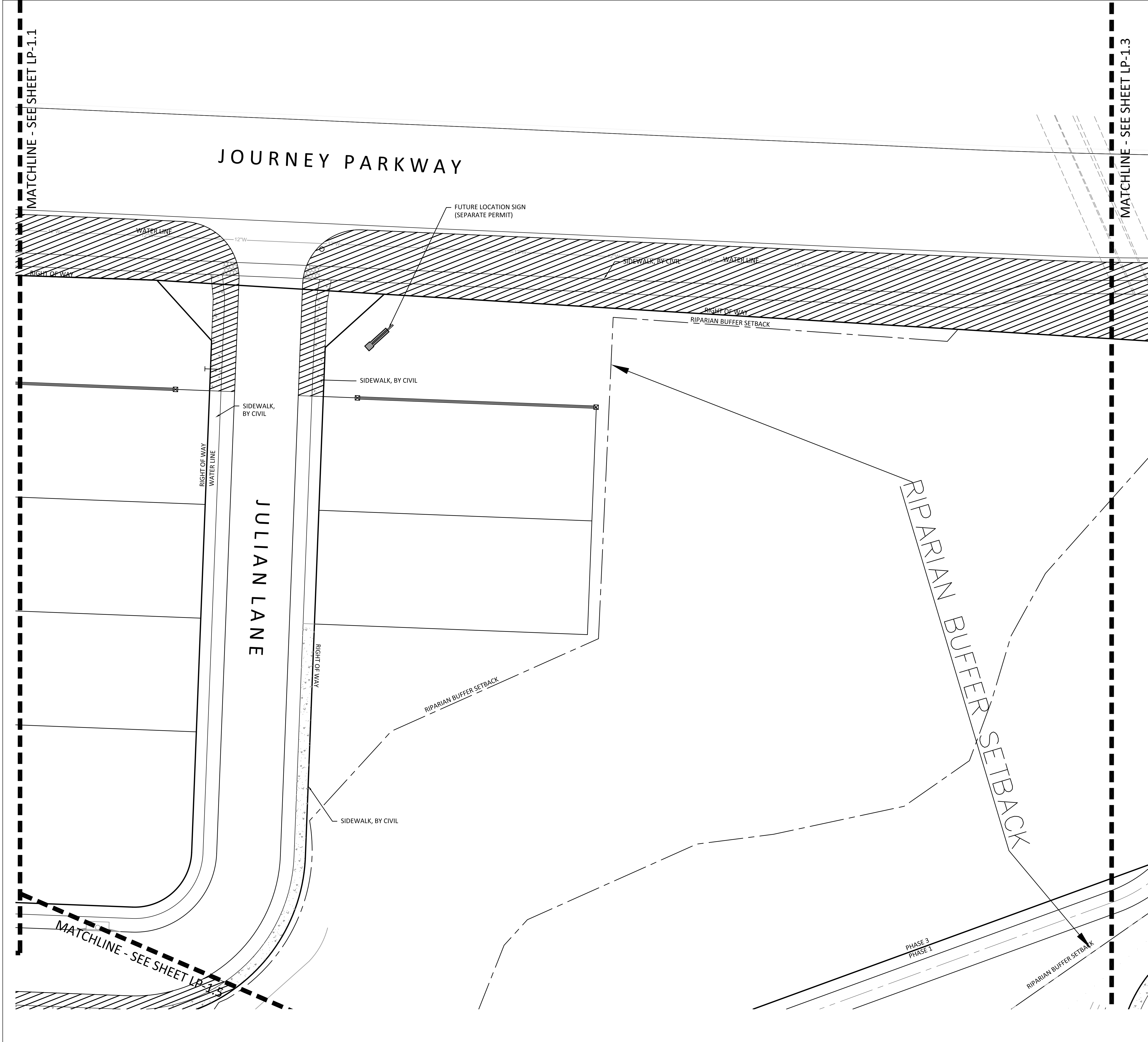
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Reviewed By: BD

Project No.
180106.03-MIHO

PLANTING PLAN

Sheet No.
LP-1.1 ____ of ____

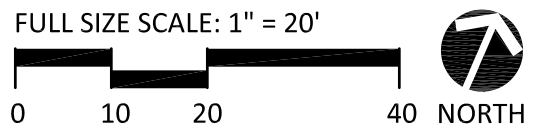
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KEY MAP - PHASE 3
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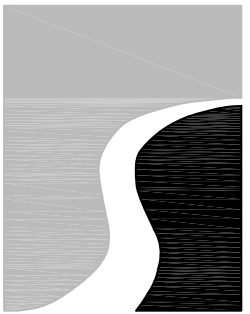
SYMBOL	TYPE
	LICENSE AREA



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**M/I HOMES
OF AUSTIN, LLC.**

1301 W. Capital of Texas Highway
B315
Austin, TX 78746



05/25/2022

LOST WOODS PRESERVE

SECTION 3

LICENSE AGREEMENT

PLANS

LEANDER, TEXAS

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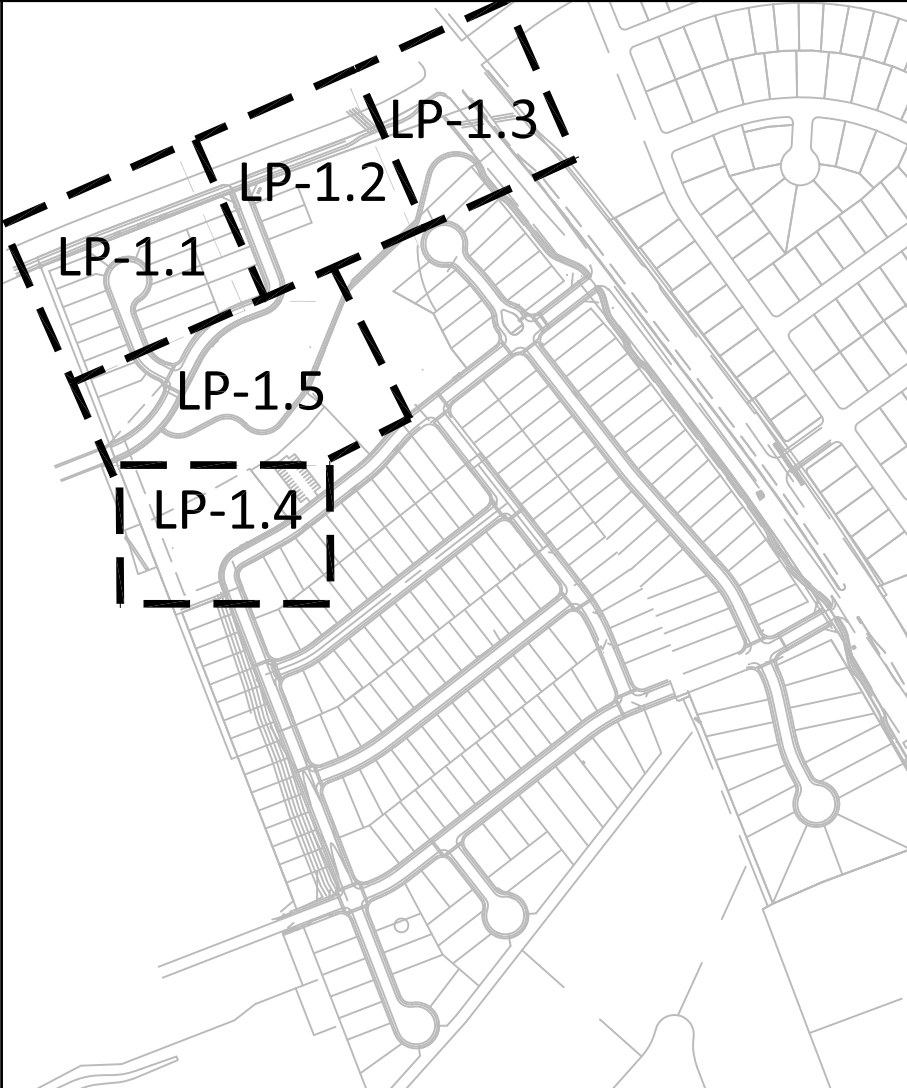
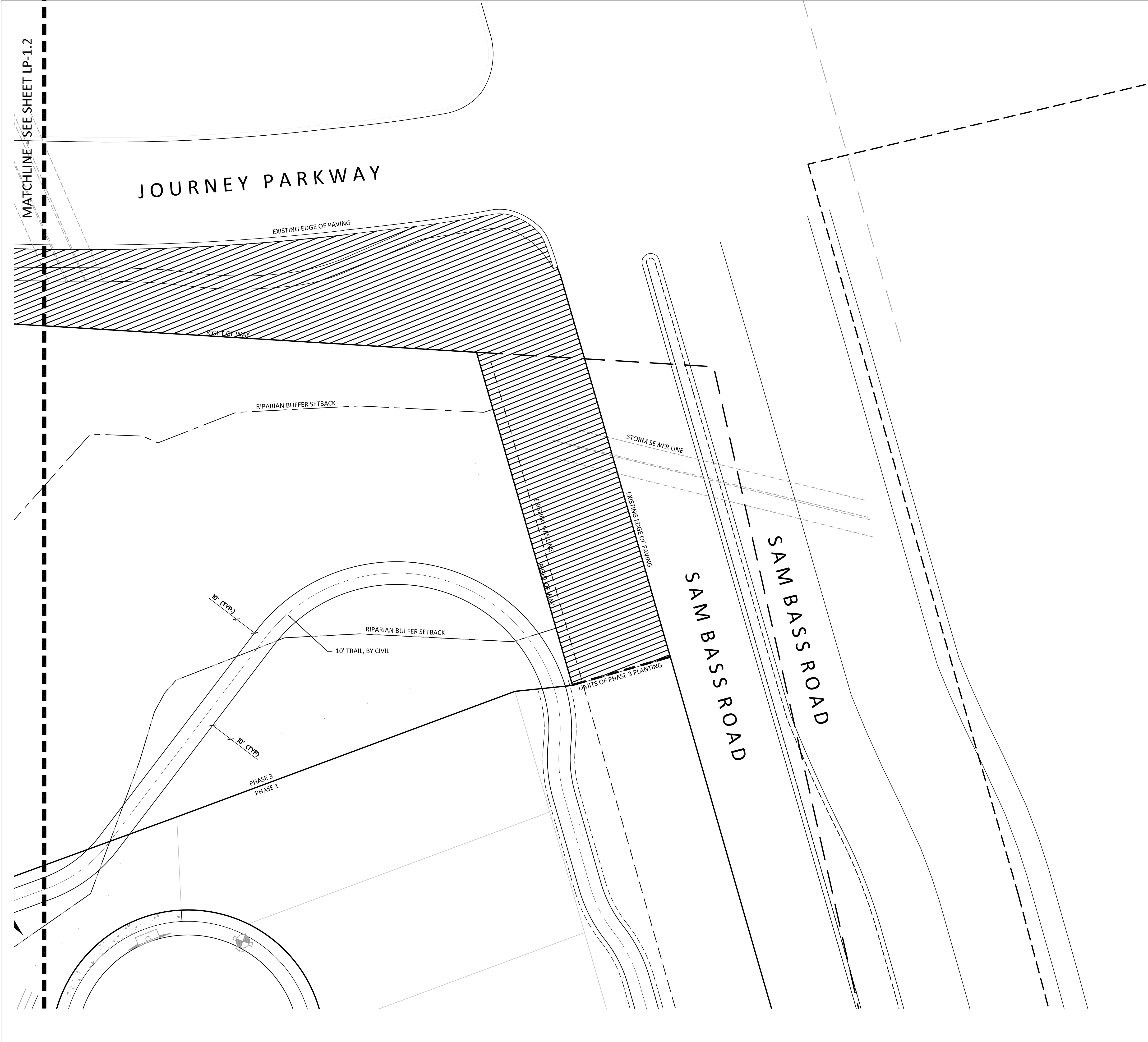
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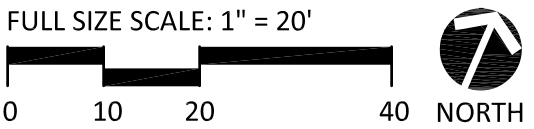
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KEY MAP - PHASE 3
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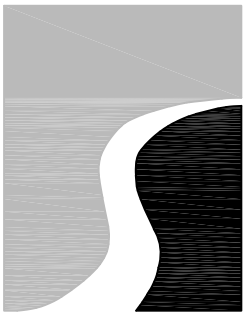
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LOST WOODS PRESERVE
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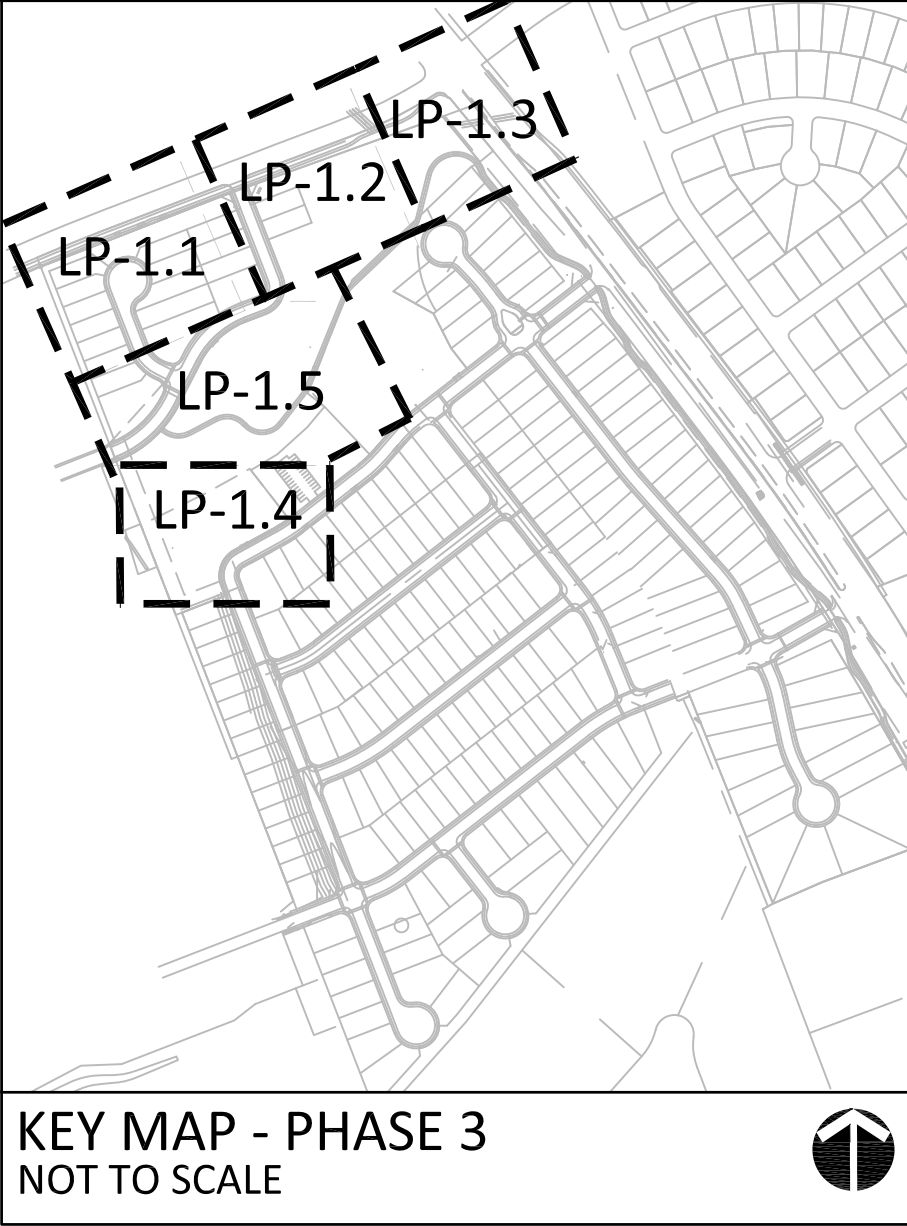
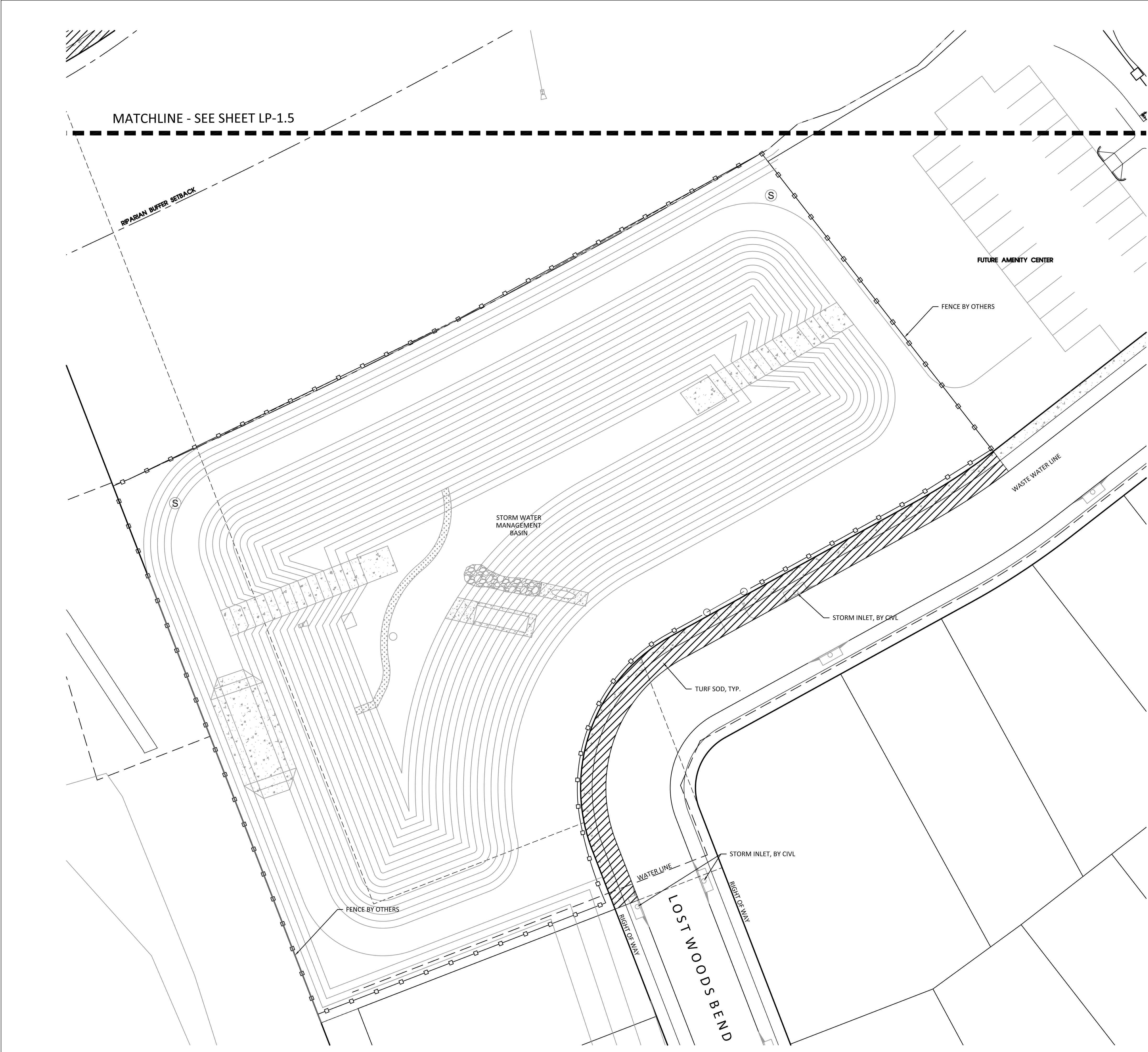
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Reviewed By: BD

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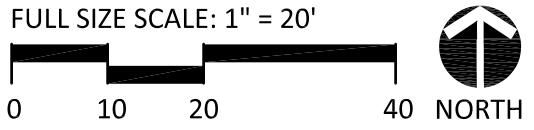
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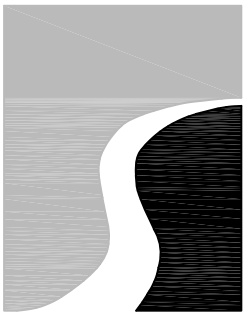
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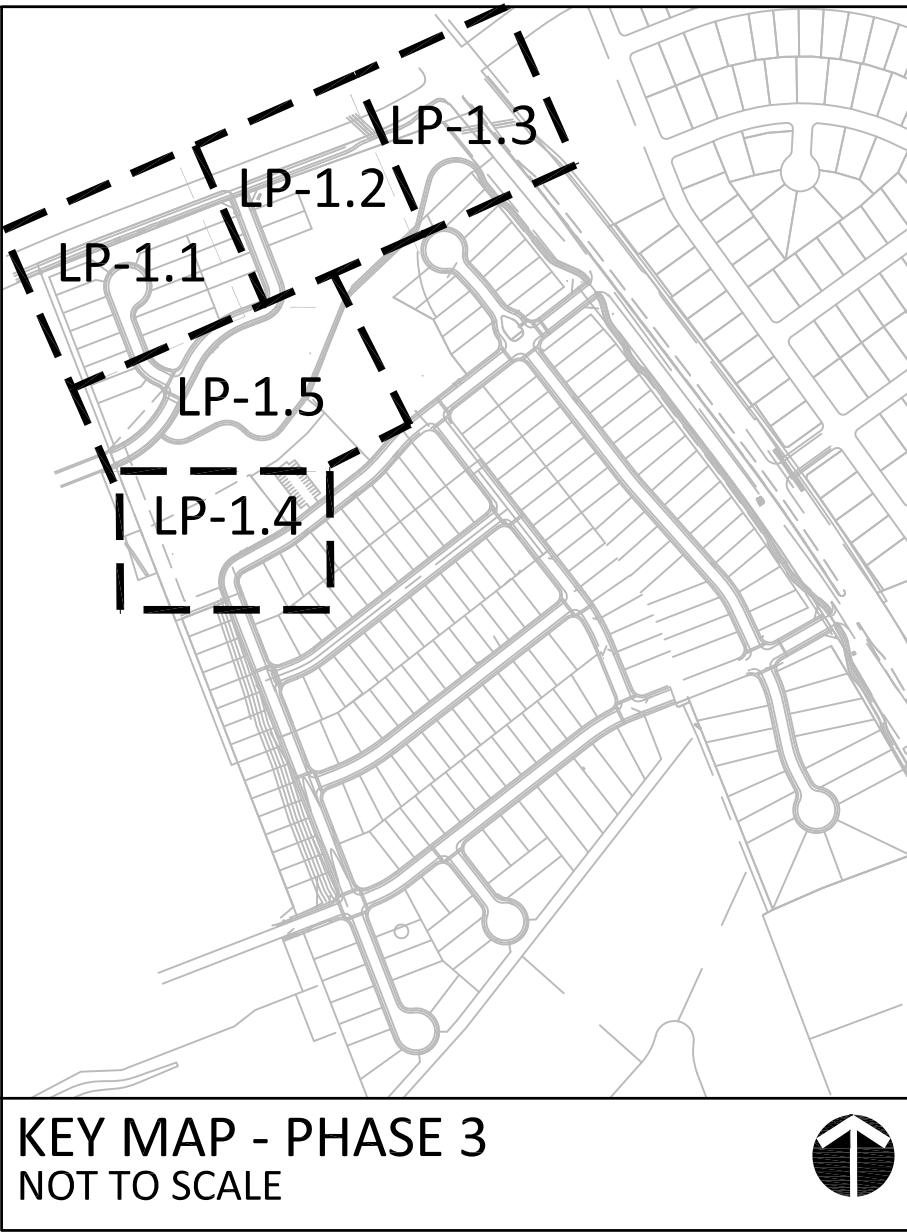
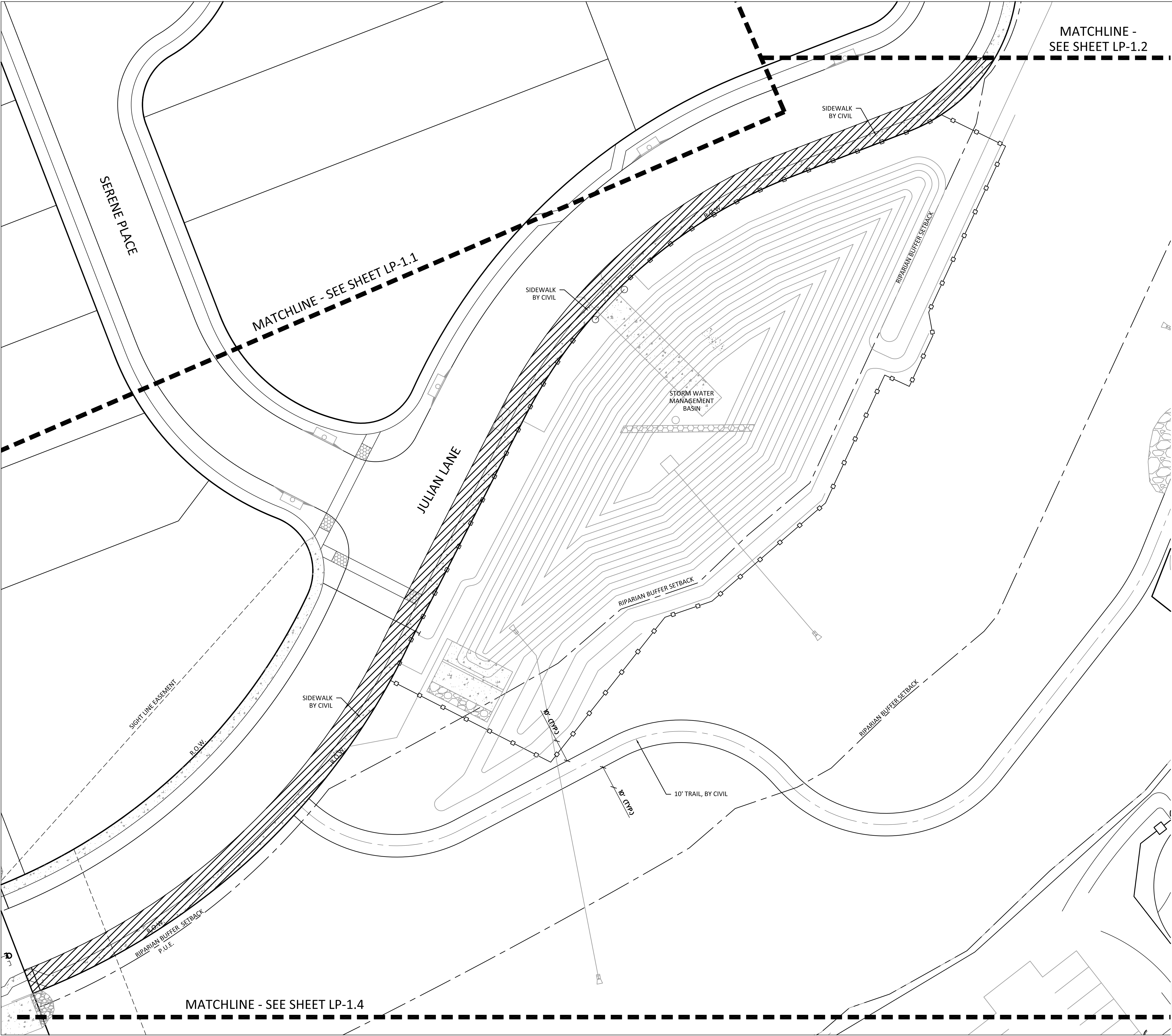
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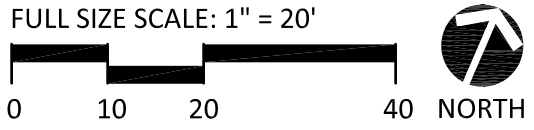
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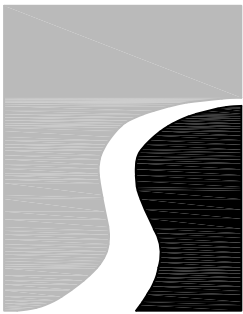
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Issue Date: 05/25/2022

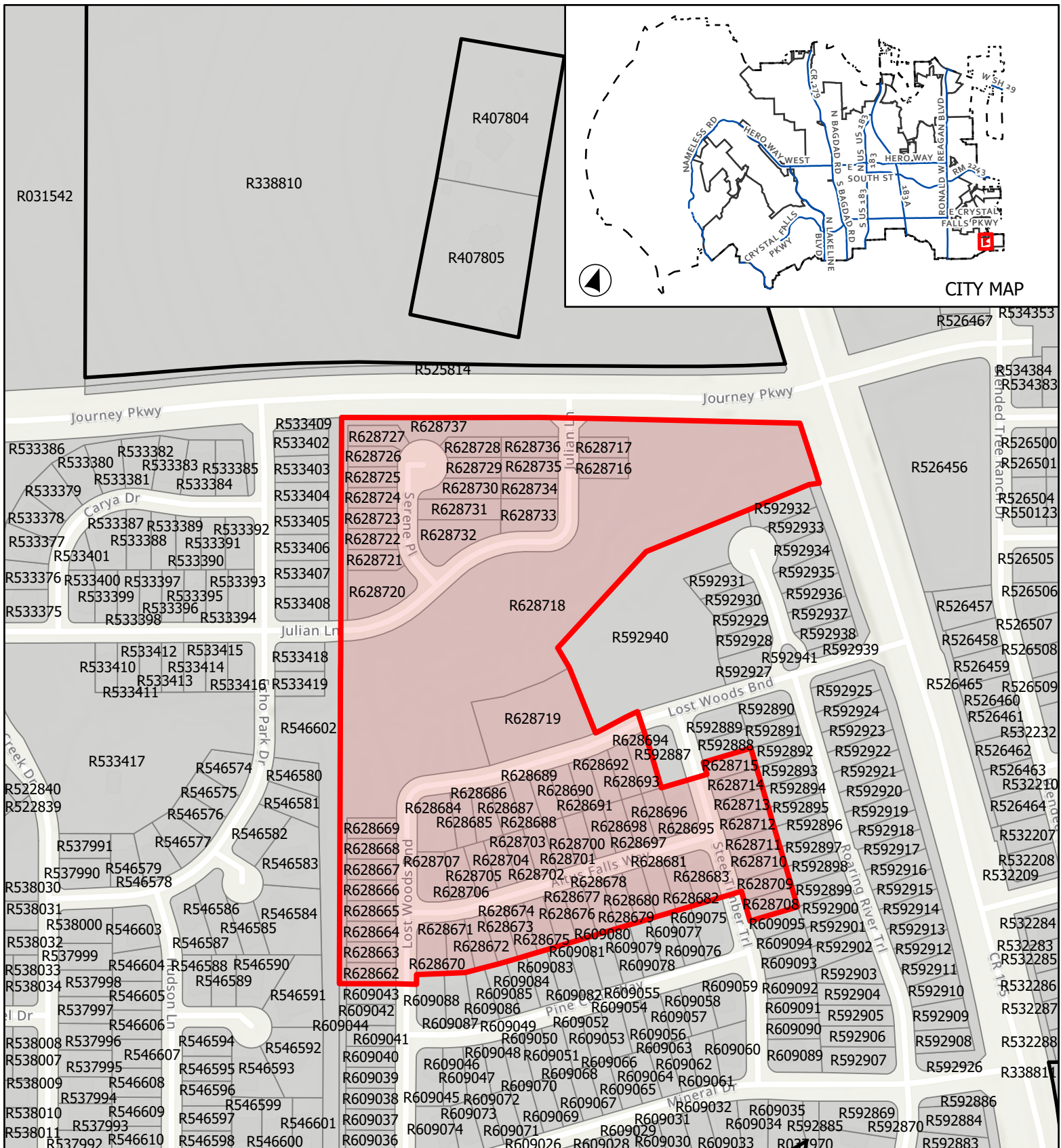
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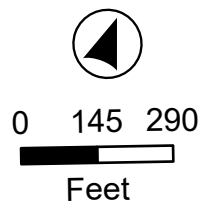
CASE: LA-23-0024

ATTACHMENT 2

LOST WOODS PH 3

Location Map

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- City Limits
- ETJ Boundary
- Subject Boundary



Austin Division
7600 N. Capital of Texas Highway
Building C, Suite 250
Austin, TX 78731
512.770.8500 **OFFICE**
512.770.8499 **FAX**

August 3, 2023

City of Leander – City Hall
105 N. Brushy St.,
Leander, Texas 78641

To Whom it May Concern,

The purpose of this letter is to outline the documents associated with the application of the License Agreement for Lost Woods Preserve, Phase III and the Amenity Center within Lost Woods Preserve.

1. Requested Improvements:
 - a. Landscape and irrigation within the right-of-way per the included exhibit.
2. Proposed Location:
 - a. The right-of-way along Journey Parkway within our project boundary and shown with included exhibit.
 - b. The right-of-way at cul-de-sac of Serene Place per included exhibit.
 - c. The right-of-way along Julian Lane per included exhibit.
 - d. The right-of-way along Sam Bass Road per the included exhibit.
 - e. The right-of-way along Lost Woods Bend per the included exhibit.
3. Subdivision Name:
 - a. Lost Woods Preserve, Phase III

You find the below documents included with this application that addresses the requirements outlined for submittal.

1. Signed Application Form by owner
2. This letter with descriptions of improvements requested.
3. Exhibit showing the areas of proposed ROW improvements.
4. Certificate of liability improvements that list City of Leander as additionally insured.
5. State of Texas Certificate of Filing for the Community Association.
6. Payment for the application fee totaling \$260.00

Please contact me directly with any questions or concerns with this application.

Regards,

Kyle Kriegel

Kyle Kriegel
M/I Homes – Land Project Manager



EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case SFP-21-0006 B Twisted short form final plat; more particularly described by Williamson Central Appraisal District Parcel R605507; generally located approximately 3,000 feet to the west of intersection of Bagdad Road and CR 281; on the south side of CR 281, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the B Twisted short form final plat. Article II, Section 24 (g) includes the following provisions.

(g) Application Expiration.

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

HISTORY/TIMELINE:

02/28/2022 Final Plat Application Expired
08/28/2022 Final Plat Application Staff Extension Expired
02/28/2023 City Council Extension Expired
08/28/2023 City Council Extension Expired

APPLICANT/AGENT:

Southwest Land Services, Inc

RECOMMENDATION:

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

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to February 28, 2024 and will allow the developer to finalize the plat requirements and schedule the plat for review by the Planning & Zoning Commission.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. SFP-21-0006 Att 1 Extension Request Letter
2. SFP-21-0006 Att 2 Location Map - B Twisted
3. SFP-21-0006 Att 3 Ordinance

October 23, 2023

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

RE: Request for Extension
B-Twisted Final Plat application
21-SFP-006

Ms. Griffin:

Please accept this letter on behalf of the Owners of the referenced tract as a request for an extension to referenced Short Form Final Plat application currently in process.

Attached is a check in the amount of Three -Hundred dollars (\$300.00), the associated fee for the extension as relayed by your staff.

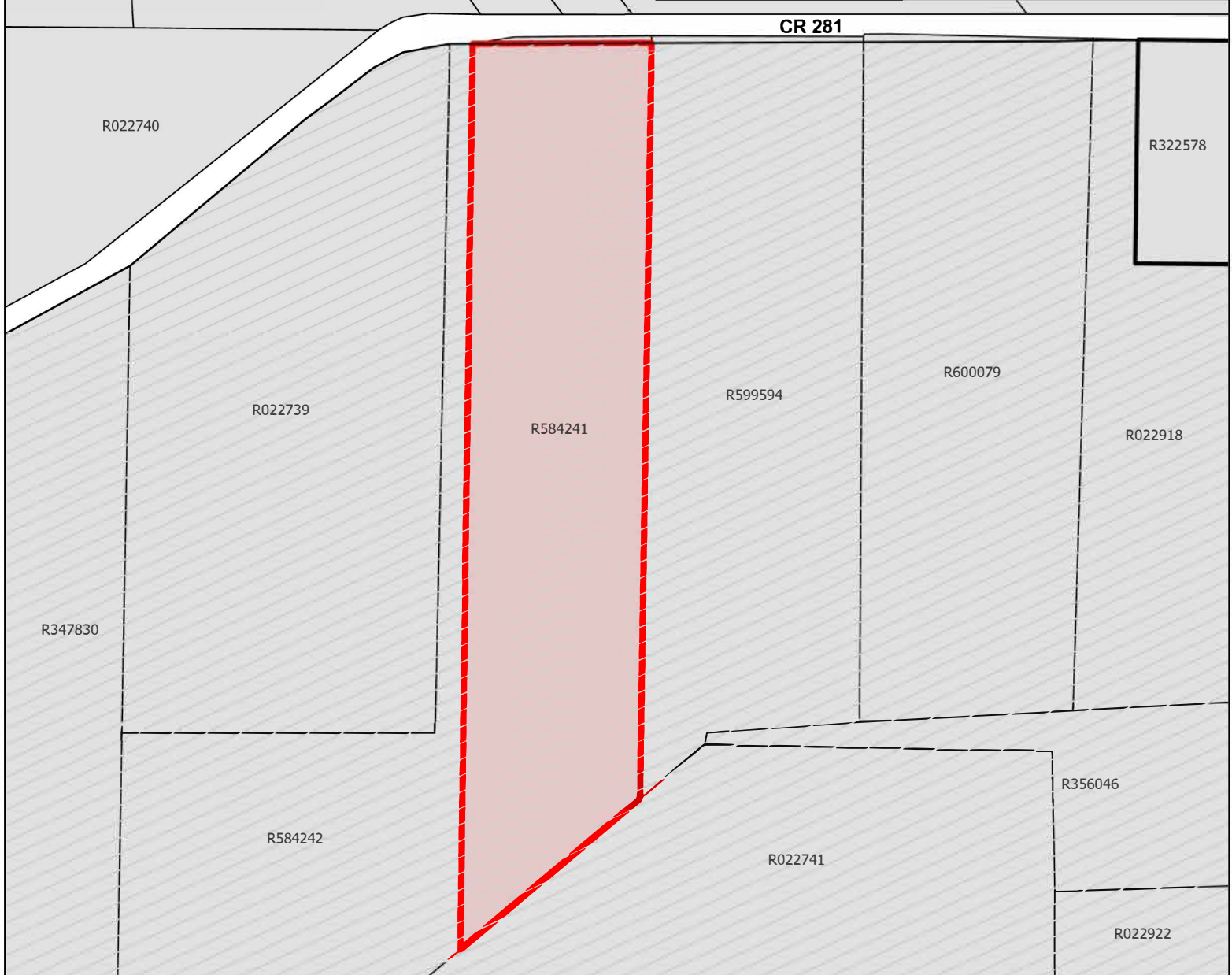
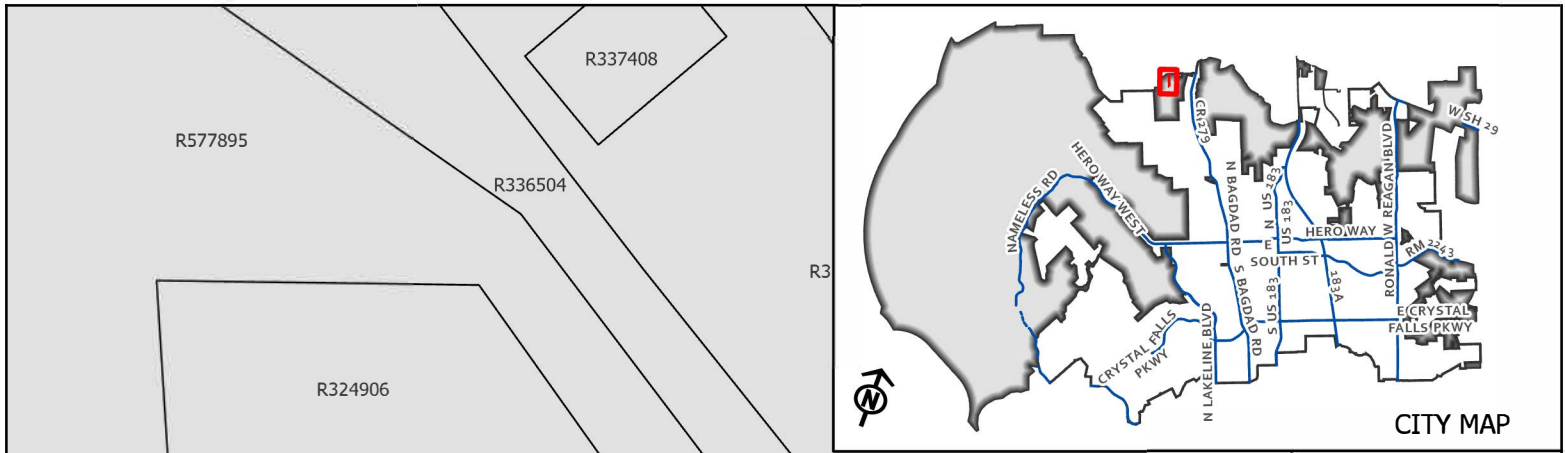
Thank you for the consideration. We hope to wrap up the platting process soon.

Respectfully,

A handwritten signature in black ink, appearing to read 'D. Singleton'.

David Singleton
Authorized Representative

cc: Craig Beaver, B-Twisted, LLC
Jennifer Windom Singleton, Southwest Land Services, Inc.



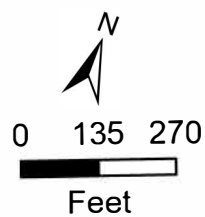
CASE: SFP-21-0006

ATTACHMENT #2

B TWISTED

Location Map

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- Subject Area
- Leander City Limits
- ETJ

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS
GRANTING AN EXTENSION OF THE EXPIRATION OF THE
SHORT FORM FINAL PLAT APPLICATION FOR THE B
TWISTED SUBDIVISION.**

WHEREAS, Section 24 (g) (1) of the City's Subdivision Ordinance provides that the final plat application expires nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the final plat are not approved due to the applicant's failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 24 (g) (2) of the City's Subdivision Ordinance provides that the Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the short form final plat;

WHEREAS, the Planning Department granted one six (6) month extension for the B Twisted short form final plat application (the "Final Plat Application") which expires on or about August 28, 2022;

WHEREAS, the City Council Department granted one six (6) month extension for the B Twisted short form final plat application which expires on or about February 28, 2023;

WHEREAS, the City Council Department granted one six (6) month extension for the B Twisted short form final plat application which expires on or about August 28, 2023;

WHEREAS, the City Council of the City of Leander, Texas (the "City") finds that there is good reason to grant an extension of the expiration date for the Final Plat Application because the applicant is actively working to address the final plat comments and move forward with final plat within a reasonable timeframe;

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

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

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the short form final plat application to February 28, 2024. In the event that the short form final plat Application is not approved by the Planning and Zoning Commission on or before February 28, 2024, the short form final plat application shall expire.

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

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

PASSED AND APPROVED on this the 16th day of November, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Approval of an amendment to Development Agreement Case DA-20-0006 regarding the Greatwood South Development Agreement for one (1) parcel of land approximately 119.932 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031730; and more commonly known as 1001 CR 280, Leander, Williamson County, Texas.

BACKGROUND:

The developer wishes to develop a large lot residential project at this location. The City has requested that the developer oversize the water lines to serve the area. This amendment includes a reimbursement agreement for the oversizing of the waterline.

HISTORY/TIMELINE:

11/23/2020 Approval of the Development Agreement

APPLICANT/AGENT:

Quiddity Engineers

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. DA-20-0006 Att 1 First Amendment to Development Agreement for Greatwood South 4857-4424-6398.8
2. DA-20-0006 Att 2 Greatwood South Location Map

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR GREATWOOD SOUTH DEVELOPMENT

This First Amendment to Development Agreement for Greatwood South Development (this “**Amendment**”) is made and entered into, effective as of the ____ day of _____, 2023 (the “**Effective Date**”), by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the “**City**”) and **Leander Land Holdings I, LLC**, a Texas limited liability company (the “**Developer**”). The City and the Developer are sometimes referred to herein collectively as the “**Parties**” and individually as a “**Party**”. The Parties agree as follows.

RECITALS

WHEREAS, the City and **JL Development, Inc.**, a Texas Corporation (the “**Previous Developer**”), entered into the Development Agreement for Greatwood South Development (the “**Development Agreement**”), relating to approximately 120 acres in Williamson County, Texas (the “**Property**”), effective as of December 3, 2020, and recorded as Document No. 2020155732, Official Public Records of Williamson County, Texas;

WHEREAS, subsequent to the adoption of the Development Agreement, the Previous Developer, the City, and the Developer entered into an Assignment and Assumption of Development Agreement for Greatwood South Development, effective as of January 6, 2022, and recorded as Document No. 2022005202, Official Public Records of Williamson County, Texas, whereby the Previous Developer assigned, transferred, and conveyed to Developer all of Previous Developer’s right, title, and interest to and under the Development Agreement and the City provided its consent to such assignment in accordance with Section 8.01 of the Development Agreement;

WHEREAS, in developing the Property, the Developer will undertake the construction of certain Public Improvements, including an offsite waterline, internal waterlines, related water infrastructure, drainage infrastructure, internal subdivision streets, including those items required under the Development Agreement and required by City Ordinances (the “**Public Improvements**”);

WHEREAS, the City and the Developer desire to amend certain provisions in Article IV of the Agreement relating to the Developer’s Water Line Project on the Property, as more particularly set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Development Agreement as follows:

AGREEMENT

1. Article IV of the Development Agreement, pertaining to the Developer’s Water Line Project, is hereby amended to read as follows:

Article IV. Developer’s Water Line Project

4.01. Water Line Project. The Water Line Project consists of the construction, installation, and extension of approximately 3,808 linear feet more or less of an eight inch (8”) water line, oversized to a sixteen inch (16”) water line, through the Development, along the route approved by the City and described as the “Water Line” as illustrated in Exhibit “C” (the “**Water Line Project**”). The Water Line Project includes the water line, encasement, and those facilities and equipment required for the water line to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations, the construction plans approved by the City (the, “Project Construction Plans”) and standards and good design and engineering practices. In the event of a conflict between the description of the Water Line Project and this Agreement and the Construction Plans, the Project Construction Plans shall control.

4.02. Standards for the Water Line Project. Developer shall contract for, fund, and pay for the design, construction and installation the Water Line Project in accordance with this Agreement, the approved construction plans, applicable local, state, and federal regulations, and good design and engineering practices. The Developer shall construct the Water Line Project within the right-of-way of internal streets within the Development. The Water Line Project shall be completed by Developer and Developer shall obtain City acceptance of the Water Line Project in accordance with the procedures and time frames set forth in the City’s Subdivision Ordinance. The Developer shall be entitled to reimbursement for City Cost Participation (as defined herein), subject to the provisions and limitations set forth in this Agreement

4.03. Water Line Project Engineer. Developer will retain a licensed professional engineer to prepare the design, construction plans and specifications, and supporting documentation for the Water Line Project in accordance with good engineering practices, the design and construction standards of all applicable state and local regulations and this Agreement (“**Project Engineer**”). The Project Engineer will work and coordinate with the City Engineer to obtain the timely review and approval by Developer, the City Engineer and the Planning Director of the design, plans, specifications and construction of the Water Line Project. The Developer shall obtain City Engineer and City Council approval of the Reimbursable Costs of the Water Line Project (defined in Section 4.09) before the Developer commences work on the Water Line Project. Developer shall be responsible for ensuring that the Project Engineer complies with the terms of this Agreement, including the responsibilities assigned to the Project Engineer herein.

4.04. Bidding of the Water Line Project. The City shall participate in the cost of constructing the Water Line Project under Subchapter C, Chapter 212, Texas Local Government Code, and as provided in this Agreement. Developer shall enter into a contract for construction of the Public Improvements, which shall include the Water Line Project. Prior to entering such contract, the Developer shall solicit private bids for the Water Line Project based on the City Engineer approved design, plans and specifications, and recommend the lowest qualified bidder/contractor to the City. Prior to bidding the Water Line Project, the Developer shall provide the City Engineer with a copy of the documents soliciting bids. The City Engineer will review the description of the Water Line Project for compliance with this Agreement. The Developer shall make any changes to the bid documents required by the City Engineer. The Water Line Project private bids will be stated or quoted as follows: The bids for the Water Line Project shall be solicited with an alternate bid being required for an eight-inch (8”) water line (“**Alternate #1**”) and a sixteen inch (16”) water line (“**Alternate #2**”), together with all equipment and related facilities and structures shown on the

City approved plans and specifications for the Water Line Project. The bids for the Water Line Project shall also solicit alternative bids for the use of PVC pipe and ductile iron for each Alternate #1 and Alternate #2. The decision to use PVC or ductile iron for the Water Line Project will be made by the City Engineer based on the City Engineers professional opinion and the specifications and plans. Materials shall be chosen based on the best value available at the time of bid. The responsive bids must clearly demonstrate the amount bid for the Water Line Project separate from the Public Improvements and any other improvements included in the contract.

4.05. City Council Approval of Bids. The City Engineer shall evaluate the bids to determine whether the bids are fair and balanced prior to accepting a recommendation of bid award. Any unbalanced or skewed bids, as determined by bid tabulations will be appropriately corrected or rejected by the City. Within ten (10) business days of the City's receipt of the bids, the City Engineer will notify Developer of his/her decision on whether to recommend to the City Council approval or rejection of the bids and whether the City elects to proceed with the oversizing of the Water Line Project and the pipe material that will be required. If the City participates in the oversizing of the Water Line Project, the City shall select the type of pipe that will be used for the Water Line Project based on the bids submitted and the Developer shall install the pipe selected by the City. If the City Engineer recommends approval of the bid, then the approval of the bid will be placed on the next available City Council agenda for action, not to exceed sixty (60) business days from the date the City received the bids. In the event that the Reimbursable Costs (defined hereunder) exceed thirty percent (30%) of the cost of the Public Improvements that are dedicated to the City, the Developer shall be required to competitively bid the Water Line Project.

4.06. Payment and Performance Bonds Required. The Developer shall execute payment and performance bonds to ensure completion of the Water Line Project and payment of subcontractors. The bonds shall be for one hundred and ten percent (110%) of the cost of constructing the Water Line Project as reflected in the bids approved by the City, shall be in a form acceptable to the City, and shall comply with Chapter 2253, Texas Government Code. The Developer shall provide original, sealed, and complete copies of the executed bonds prior to the commencement of work. Copies of the bonds shall be incorporated herein by reference as a part of this Agreement. The bonds shall comply with and be governed by the City's ordinances that govern fiscal security for subdivision improvements.

4.07. Contracting for Water Line Project. After the City Council's approval, Developer will contract for the construction of the Water Line Project.

4.08. Water Line Project Facilities Costs and Expenses. Developer shall contract for, fund and pay for the design, bidding, contract negotiation, installation and, construction of the Water Line Project and shall be entitled to payment for a portion of the Water Line Project, of one hundred percent (100%) of the Reimbursable Costs (defined in Section 4.10 below) from the City, based on the oversizing of the Water Line Project, subject to the provisions and limitations set forth in this Agreement. The Developer shall not receive any rebate, payment, or contribution from the City for any part or portion of any amenity or improvement required to be constructed within the Property; except that that Developer shall be eligible to receive payment up to the amount of the Reimbursable Costs for the portion of the Water Line Project that is being oversized

as provided in this Agreement.

4.09. Reimbursable Costs. The “**Reimbursable Costs**” for the Water Line Project shall be the algebraic difference between the dollar amount of the approved bid for Alternate #1 and the dollar amount of the approved bid for Alternate #2; provided that all such sums and amounts shall have been paid by Developer and are reasonable, necessary, and documented to and approved by the City Engineer and Executive Director of Development Services, or the City Council, as applicable. Developer shall not receive or be entitled to receive any reimbursements for any of the costs attributable to any portion of the Water Line Water Line Project that is not oversized and installed and constructed by Developer. The anticipated reimbursable costs are expected to be approximately \$250,000. In the event that the City Council approves the bid for the oversizing of the Water Line Project (Water Line Alternate #2), the City Council will make a specific finding to define the specific amount of the Reimbursable Costs at the same City Council meeting, which shall not exceed 30% of the costs of the Public Improvements.`

4.10. Project Cost Overruns. To the extent the actual costs of the Water Line Project exceed the costs included in the bids approved by the City under Section 4.04, the Developer may request that the City Engineer review all invoices, change orders, pay applications, receipts, and/or other relevant documentation relating to the actual costs for the Water Line Project. The City Engineer will review all documentation relating to the increased costs of the Water Line Project within thirty (30) days of the Developer’s request. Upon the approval of the increased actual costs of the Project by the City Engineer, the City Council will consider an item at their next regularly scheduled meeting to amend the total amount of the Reimbursable Costs for the Water Line Project to account for increased costs relating to the Water Line Project. If the total amount of Reimbursable Costs is amended, the City will adjust the payment of Impact Fee Rebates accordingly, as described in Section 4.11. In no event shall Reimbursable Costs, including any project overruns, exceed 30% of the costs of the Public Improvements.

4.11. City Cost Participation. If the City elects to proceed with the construction of the Water Line Alternate #2, pursuant to subsection 4.04, the Reimbursable Costs for the Water Line Project shall be paid by the City to the Developer by impact fee rebate, as described herein. (the “**City Cost Participation**”).

(a) **Payment of Impact Fees.** Developer its grantees, successors, assigns, and subsequent purchasers of any portion of the Property, agree that each lot, tract, parcel, or building site within the Property that will be provided water service by the City shall be required to pay the City’s water impact fee (the, “**Impact Fee**”), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City Capital Improvements Plan and City Ordinance, as amended, pursuant to applicable state law. The Impact Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or, if no building permit is required, then upon the first to occur the following: (a) the date construction of the building or structure is first commenced, (b) the date an application is made to the City for a water connection to serve the building or structure, or (c) the date water service is requested for the lot, tract, or parcel of land.

(b) **Impact Fee Reimbursement.** Subject to the terms, conditions, and limitations of this Agreement, during the term of this Agreement, Developer shall receive a rebate of one hundred percent (100%) of the Water Impact Fees paid to the City for connections to the City water utility system within the Property (the, “**Impact Fee Rebates**”). The Impact Fee Rebates will terminate on the earlier to occur of: (i) Developer receiving Impact Fee Rebates, or a combination of Impact Fee Rebates and one or more payments from the City equal to the Reimbursable Costs; (ii) the expiration of this Agreement, or (iii) the termination of this Agreement by reason of Developer fault. The City may at any time, in its sole discretion, pay the Developer the balance of the Reimbursable Costs from any source of funds available to the City in one or more lump sum payments. The City may suspend payment of Impact Fee Rebates if Developer is in default of the Agreement until such time that Developer cures the default.

(c) **Payment of Impact Fee Reimbursements.** Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the date the City receives the Water Impact Fees. The payments will be in an amount equal to one hundred percent (100%) of the Water Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Water Impact Fees for the connection of two (2) single-family lots within the Property in February and March 2024, on or before the 15th day of April 2024, the City will pay an Impact Fee Rebate to Developer (or its assignee) in an amount equal to one hundred percent (100%) of the Water Impact Fees for the two (2) single-family lots within the Property plus such other Water Impact Fees as were collected during the prior quarter. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating Water Impact Fees at such time, if any, as Developer, its grantees, successors and assigns, have: (i) been paid Water Impact Fees in an amount equal to the Reimbursable Costs of the Water Line Project; or (ii) been paid a combination of Water Impact Fees and one or more payments from the City in amounts equal to the Reimbursable Costs of the Water Line Project. It is further specifically provided that Developer shall not receive Impact Fee Rebates at anytime that such are in excess of the Reimbursable Costs of the Water Line Project. Upon the request of the Developer, the City shall provide an accounting of total Impact Fees paid relating to the Property, the total Impact Fee Rebates paid to the Developer, and the total amount of Reimbursable Costs then outstanding. Further, upon payment of Impact Fee Rebates in full satisfaction of the Reimbursable Costs, the City will provide prompt notice to the Developer and, upon request of the Developer, a final accounting of all Impact Fee Rebates.

(d) **Assignment of Commitments and Obligations.** Developer’s rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.

2. The attached Exhibit **“C”** shall replace the existing **Exhibit “C”** in the Development Agreement.

3. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Development Agreement.

4. Except as provided by this Amendment, the terms and provisions of the Agreement will continue to govern the rights and obligations of the Parties, and all terms and provisions of the Agreement, as amended by this Amendment, will remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, this Amendment will control and modify the terms and provisions of the Agreement.

5. This Amendment may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart.

[SIGNATURE PAGES TO FOLLOW]

CITY:

City of Leander, Texas, a Texas
home-rule municipal corporation

Attest:

By: _____
Name: Dara Crabtree
Title: City Secretary

By: _____
Name: Christine DeLisle
Title: Mayor

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal
corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

LANDOWNER:

Leander Land Holdings I, LLC, a Texas
limited liability company

By: [Signature]
Name: Sudharshan Vembutty
Title: Manager

THE STATE OF TEXAS §
COUNTY OF Fort Bend §

This instrument was acknowledged before me on this 2 day of November, 2023,
by Sudharshan Vembutty, Manager of Leander Land Holdings I, LLC, a Texas limited
liability company, on behalf of said limited liability company.

(SEAL)

[Signature]
Notary Public, State of Texas

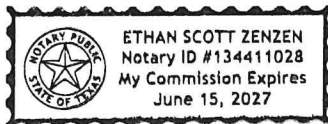
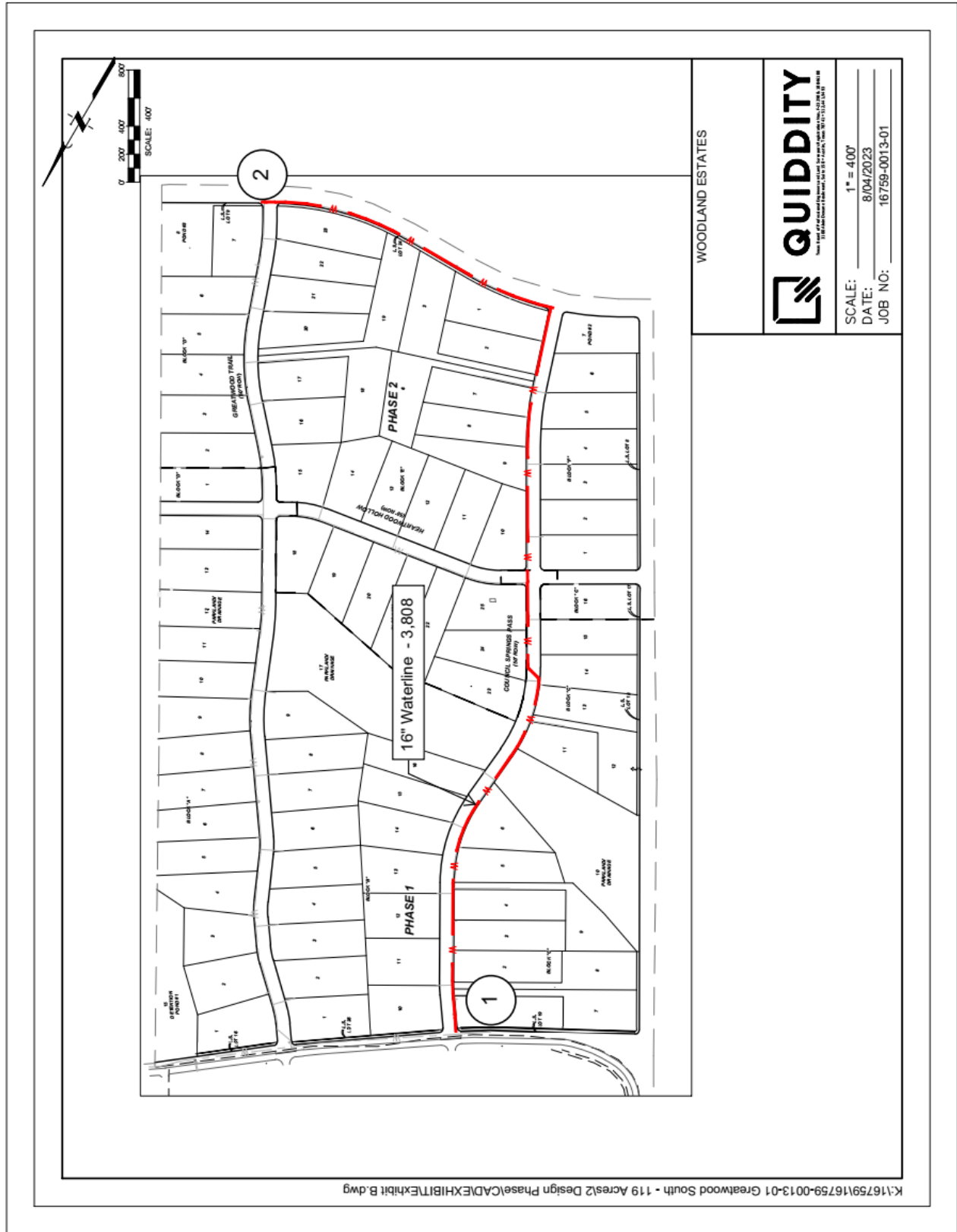
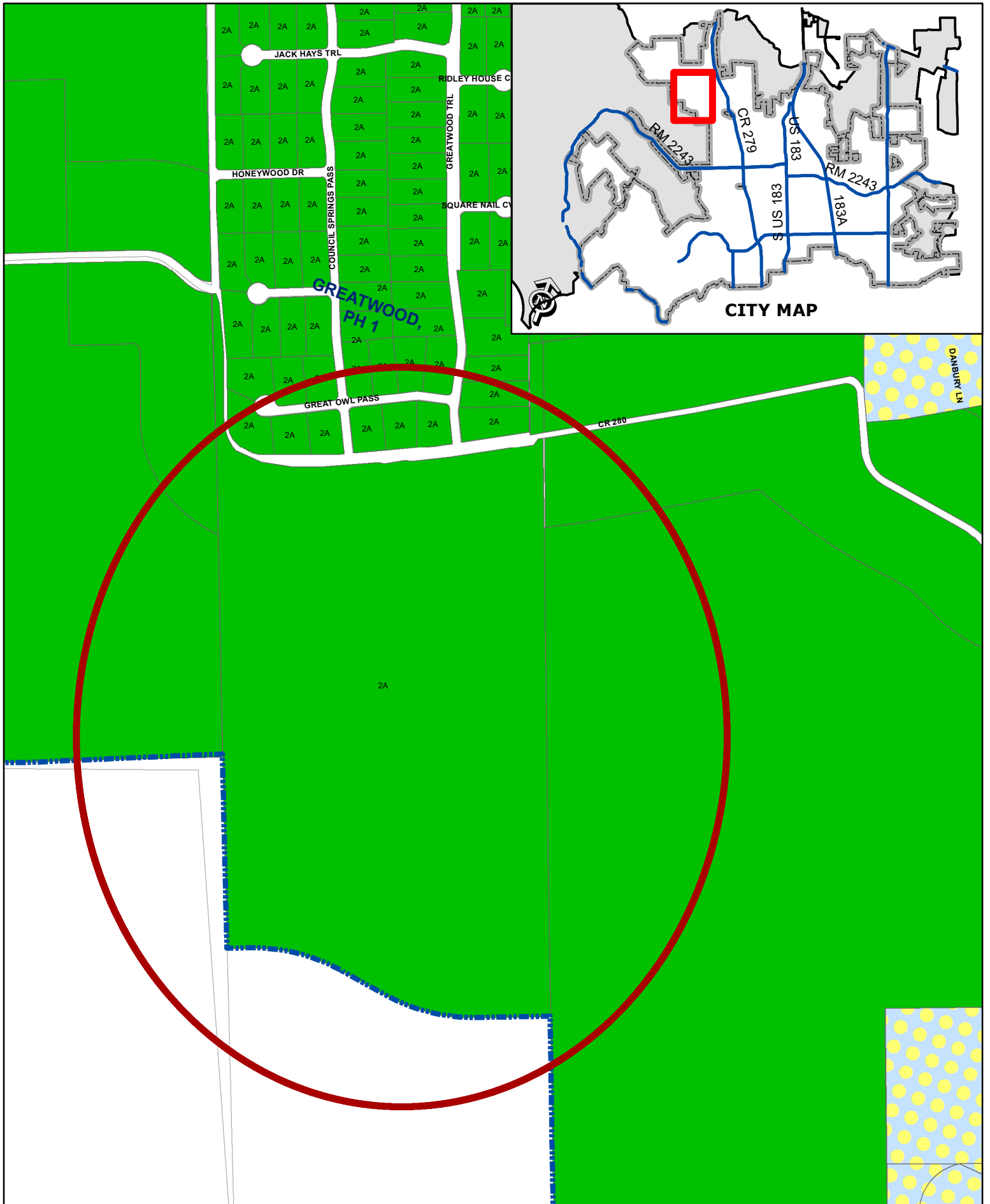
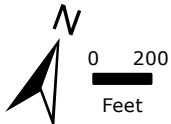


Exhibit "C"





Greatwood South Development Agreement
Attachment # 2 - Location Exhibit





EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Approval of Development Agreement Case DA-23-0004 regarding the Shops at Bryson Development on a parcel of land approximately 7.191 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R587785 and generally located northeast of the intersection of 183A Toll Road and Bryson Ridge Trail, Leander, Williamson County, Texas.

BACKGROUND:

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

This agreement requires that all structures are comprised of at least eight-five (85%) percent for first story walls and fifty (50%) percent for each additional story shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Bleyl Engineering (Steve Ihnen) on behalf of Bryson Development, LLC (Amirali Maknojia)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. DA-23-0004 Att 1 Shops at Bryson (Dev Signed)
2. DA-23-0004 Att 2 Location Map

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE SHOPS AT BRYSON**

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

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 7.191 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for mixed Use Retail (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

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

Section 3. Development Standards.

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

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

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

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

Section 6. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to

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

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

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

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

Section 10. Force Majeure.

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

as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

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

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Developer shall be addressed:

Bryson Development, LLC
Attn: Amirali K. Maknojia
1410 W. Whitestone Blvd.
Cedar Park, Texas 78613
Williamson

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

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

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

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

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

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

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

Section 18. Recordation. This Agreement shall be recorded in the Official Public Records of Williamson County, Texas.

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

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

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

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

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

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

Exhibit A – Property Description & Sketch

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

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: Dara Crabtree

Title: City Secretary

By: _____

Name: Christine DeLisle

Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

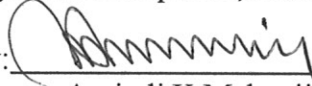
This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

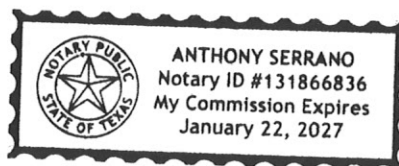
Bryson Development, LLC

By: 
Name: Amirali K Maknoja
Title: Co-Owner

THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on this 27 day of October, 2023, by Amirali K. Maknoja of Bryson Development LLC Texas company, on behalf of said company.

(SEAL)




Notary Public, State of Texas



EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Approval of the Leander Marketplace Phase 1 License Agreement, Case LA-23-0019, to allow for the installation and maintenance of landscaping and irrigation within portions of the right-of-way of Hero Way and East Street, Leander, Williamson County, Texas.

BACKGROUND:

License agreements are required when developers propose to place private improvements within the public right-of-way. This agreement grants the developer permission to install the improvements as well as provide conditions that describe the responsibility of maintaining and possible removal of improvements. In addition, the developer is required to indemnify the City against claims and liabilities and carry insurance.

The developer of the Leander Marketplace Phase 1, located at 1060 Hero Way, is requesting a license agreement to install and maintain landscaping and irrigation within a portion of the right-of-way of Hero Way and East Street.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Goode Faith Engineering (Anthony Goode) on behalf of Leander Square, LP (Ashiq Ali)

RECOMMENDATION:

Staff recommends approval of the license agreement.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. LA-23-0019 Att 1 License Agreement
2. LA-23-0019 Att 2 Location Map
3. LA-23-0019 Att 3 Letter of Intent

LICENSE AGREEMENT FOR LEANDER MARKETPLACE PHASE 1

The City of Leander, a Texas home-rule municipal corporation and political subdivision of the State of Texas situated in Williamson and Travis Counties, Texas (“the City”), and Leander Square LP, a limited partnership (the “Licensee”), enter into this License Agreement for the Leander Marketplace Phase 1 Subdivision (“Agreement”) on this the ____ day of _____, 20__, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT. The City grants to Licensee permission to use the property, located within the right-of-way of Hero Way and East Street in the Leander Marketplace Phase 1 subdivision, Leander, Texas (the “Subdivision”), shown in Exhibit “A” attached hereto and incorporated herein for all purposes (the “licensed property”), for the following purposes only:

- (1) the installation of landscaping;
- (2) the installation of an irrigation system for the landscaping; and
- (3) the repair, maintenance and replacement of the landscaping and irrigation system, within rights-of-way of Hero Way and East Street as shown on Exhibit “A” hereto. The landscaping and irrigation are sometimes collectively referred to herein as the “improvements”.

The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

Licensee agrees that all construction installation and maintenance permitted by this Agreement shall be done in compliance with plans and specifications approved in writing by the City Engineer and all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.

Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the improvements permitted under this Agreement.

II. ANNUAL FEE. No annual fee shall be due in connection with this License Agreement.

III. CITY'S RIGHT TO LICENSED PROPERTY. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensee, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property. The uses of the licensed property are subject to the City’s right to interfere with or destroy Licensee's use of the licensed property, or any property or the improvements placed thereon or therein by Licensee, if such use or action is determined necessary by the City.

Notwithstanding any provision of this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time and without notice, and assuming no obligation to Licensee,

to remove any of the improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety.

IV. INSURANCE. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the city and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The City may require the Licensee to increase the combined single limit of such coverage from time to time in the discretion of the City. Such insurance coverage shall specifically name the City as an additional-insured. The insurance shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each such policy shall be delivered to the City Manager of City on or before the Licensee's use or occupancy of the licensed property.

Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the Licensee's construction, maintenance or use of the licensed property. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses (i) for which the City shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. CONDITIONS.

- A. Licensee's Responsibilities. Licensee will be responsible for any and all damage to or relocation of existing facilities. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City, or of others, that is damaged by or on behalf of Licensee as a result of activities under this Agreement.
- B. Maintenance. Licensee shall maintain the licensed property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense. Further, the City may require Licensee to take action to maintain the licensed property including, but not limited to, the removal of dead or dying vegetation. Such removal shall be completed within thirty (30) days following receipt of a written request from the City.
- C. Removal or Modification. Licensee agrees that removal or modification of any of the improvements now existing or to be later placed on the licensed property shall be a Licensee's expense. Provided the City has given prior written approval of the plans and

specifications for the improvements, said removal or modification shall be at Licensee's sole discretion.

- D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may perform the work or contract for the completion of the work. Licensee agrees to pay within thirty (30) days of written demand by the City, all reasonable costs expenses incurred by the City in completing the work.

Licensee Address

Leander Square, LP
Attn: Ashiq Ali
4800 Sugar Grove Blvd. Suite 315
Stafford, Texas 77477
Fort Bend County

City Address

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

VII. COMMENCEMENT AND TERMINATION BY ABANDONMENT. This Agreement shall begin with the effective date and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for the purposes set forth in this Agreement, this Agreement shall expire and terminate, as to the portion or portions abandoned, following thirty (30) days written notice by the City to the Licensee or by Licensee to the City. If all or a part of the licensed property is abandoned by Licensee, the City shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made, and shall have the right to enter on the licensed property and terminate the rights of Licensee, its successors and assigns hereunder, to the abandoned part of the licensed property. All installations of Licensee on a portion of the licensed property that is abandoned shall be deemed property of the City unless removed with the consent of the City.

VIII. TERMINATION.

- A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee terminates, then it shall remove all installations that it made from the licensed property within the thirty day notice period, at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.
- B. Termination by City. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:
1. The improvements, or a portion of them, interfere with the City's right-of-way;

2. Use of the licensed property becomes necessary for a public purpose;
3. The improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration, repair or maintenance;
4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to the insurance requirements specified herein.

If Licensee abandons or fails to maintain the licensed property, and the City receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all of the improvements and collect from Licensee the City's actual expenses incurred in connection therewith.

IX. EMINENT DOMAIN. If eminent domain is exerted on the licensed property the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and the improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

X. INTERPRETATION. This Agreement shall, in the event of any dispute over its intent, meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for or against either party.

XI. APPLICATION OF LAW. This Agreement shall be governed by the laws of the state of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

XII. VENUE. Venue for all lawsuits concerning this Agreement will be in the Williamson County, Texas.

XIII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

XIV. ASSIGNMENT. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

TERMS AND CONDITIONS ACCEPTED, this the 10th day of October, 2023

LICENSOR: CITY OF LEANDER, TEXAS

By: _____
Name: _____
Title: City Manager

LICENSEE: Leander Square, LP

By: [Signature]
Name: Ashiq Ali
Title: Manager

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

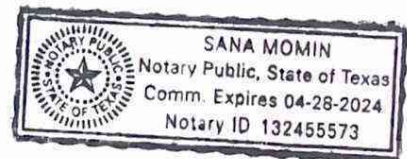
This instrument was acknowledged before me on this the _____ day of _____, 20____, by _____, City Manager for the City of Leander, Texas, on behalf of the City.

Notary Public – State of Texas

THE STATE OF TEXAS §
COUNTY OF Fort Bend §

This instrument was acknowledged before me on this the 10th day of October, 2023, by Ashiq Ali, Manager of the Leander Square LP, on behalf of said entity.

[Signature]
Notary Public – State of Texas



AFTER RECORDING RETURN TO:

City of Leander
Attn: City Secretary
P. O. Box 319
Leander, Texas 78646-0319

ALLOWABLE/PROHIBITED USES
1. COMMERCIAL USES SHALL BE CONSISTENT WITH ALLOWABLE GENERAL COMMERCIAL LAND USES AS DEFINED IN ARTICLE III, SECTION 16 OF THE CITY OF LEANDER COMPOSITE ZONING ORDINANCE. THE FOLLOWING USES SHALL BE PROHIBITED:
A. EQUIPMENT AND FURNITURE OR OTHER SIMILAR GOODS SALES, REPAIR AND SERVICE.
B. FARMS OR TRUCK GARDENS, LIMITED TO THE PROPAGATION AND CULTIVATION OF PLANTS AND PROVIDED FURTHER THAT NO POULTRY OR LIVESTOCK SHALL BE HOUSED WITHIN TWO HUNDRED (200) FEET OF ANY PROPERTY LINE.
C. FUNERAL HOME, INCLUDING EMBALMING AND CREMATORY FACILITIES ASSOCIATED WITH AN ON-SITE FUNERAL HOME OR CEMETARY.
D. MANUFACTURED HOUSING SALES AND ACCESSORY BUILDING SALES.
E. OFFICE/WAREHOUSE INCLUDING PAINTING, PLUMBING OR OTHER SIMILAR COMMERCIAL SERVICES; HIGH TECH USES ALLOWED; NO ROLL-UP DOORS.
F. TRANSPORTATION RELATED FACILITIES INCLUDING COMMERCIAL PARKING LOTS, PASSENGER TERMINALS, TAXI CAB STATIONS AND MASS TRANSIT TERMINALS.
G. WHOLESALE ACTIVITIES WITH LESS THAN 3,500 SQUARE FEET OF GROSS AREA OF THE BUSINESS.

GENERAL SITE PLAN NOTES:
1) ALL SITE UTILITY LINES ARE PROPOSED TO BE LOCATED UNDERGROUND.
2) EXTERIOR LIGHTING SHALL BE SHIELDED SUCH THAT THE LIGHT SOURCE IS NOT DIRECTLY VISIBLE FROM THE PUBLIC ROW OR ADJACENT RESIDENTIAL DISTRICTS OR USES AT THE PROPERTY LINE. UNSHIELDED "WALL PACK" LIGHTING IS NOT PROPOSED.
3) AL CLAWSON DISPOSAL, INC. SHALL BE THE SOLE PROVIDER OF WASTE HAULING FOR THIS SITE AFTER CONSTRUCTION.
4) AIR CONDITIONING UNITS ARE NOT PROPOSED FORWARD THE FRONT WALL OF THE BUILDING.
5) GARBAGE DUMPSTERS ARE LOCATED NO CLOSER TO A ROADWAY THAT THE FRONT WALL OF THE PRINCIPAL STRUCTURE LOCATED CLOSEST TO THE ROADWAY. GARBAGE DUMPSTERS ARE SCREENED BY A WALL (COMPRISED OF MASONRY COMPATIBLE WITH THE STRUCTURE OR WOODCRETE) AT LEAST AS HIGH AS THE CONTAINER. THE OPEN SIDE TO THE DUMPSTER OR OTHER TRASH RECEPTACLE IS A GATE CONSTRUCTED OF SOLID WOOD OR METAL. THE DUMPSTER IS ORIENTED FOR PICKUP BY A FRONT LOAD GARBAGE TRUCK.
6) FOR 90 GALLON ROLL OUT CONTAINER STORED OUTSIDED, IT IS REQUIRED TO BE ENCLOSED BY PRIVACY FENCE.

HWY 183

CAPITAL METROPOLITAN TRANSPORTATION
AUTHORITY RAILROAD
(100' R.O.W.)

SEE SHT 13 FOR
10' PRIVATE TRAIL PLAN

DUMPSTER

15' SIDE & LANDSCAPE
SETBACK
15' LANDSCAPE BUFFER

135 LF SCREENING BERM

"RIGHT TURN ONLY" SIGN
RE-LOCATE EXIST. TURN
LANE DIRECTION SIGN TO
THIS LOCATION.

8" WHITE STRIPING
MEDIAN CHANNELIZER
FOR RIGHT TURN IN/RIGHT
TURN OUT ONLY ENTRANCE

EXTEND EXIST. MEDIAN.
INSTALL 250 LF CURB & GUTTER
PER DTL SHT 24

RE-LOCATE EXIST. TURN
LANE DIRECTION SIGN TO
THIS LOCATION.
RE-LOCATE EXIST.
"184 JCT" SIGN TO
THIS LOCATION.
SEE SHT 13 FOR
10' PUBLIC SIDEWALK PLAN

REMAINDER OF A
CALLED 94.24 ACRES
(DESCRIBED AS "TRACT NO. 3")
TRANSIT VILLAGE INVESTMENTS, LTD
DOC. NO. 2006112794
O.P.R.W.C.T.

LC LEANDER LLC
AW0125 - CHAMBERS, T. SUR.
4.19 AC

LOT 1
8.31 ACRES

BLDG 5
8500 SF

BLDG 4
14500 SF

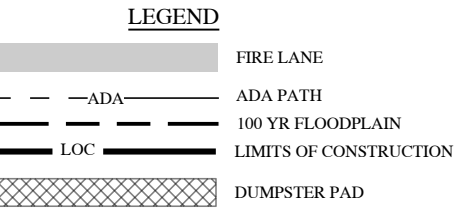
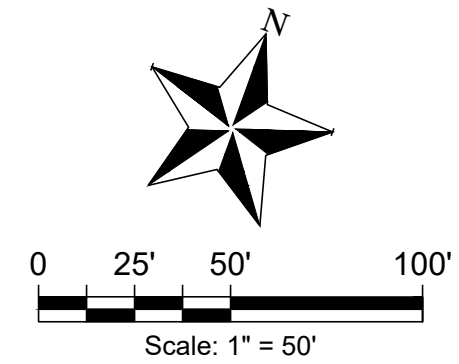
BLDG 1
10,000 SF

BLDG 2
10,000 SF

BLDG 3
10,000 SF

HERO WAY

EAST STREET NORTH



NOTES:
1) DRIVEWAYS ARE TYPE II COMMERCIAL DRIVEWAYS.
2) FIRE LANES SHALL BE CONTINUOUSLY MARKED BY PAINTED LINES OF RED TRAFFIC PAINT 6" WIDE TO SHOW THE BOUNDARIES OF THE LANE. THE WORDS "FIRE LANE TOW AWAY ZONE" SHALL APPEAR IN 4" WHITE LETTERS AT 25 FOOT INTERVALS OR LESS ON THE RED BORDER MARKINGS ALONG BOTH SIDES OF THE FIRE LANES AND ALONG THE VERTICAL FACE OF CURB.
3) FOR PROJECTS THAT ARE WITHIN 400 FEET OF US 183, US183A, LAKELINE BLVD., RM 2243, OLD 2243 WEST, BAGDAD RD., CRYSTAL FALLS OR ON GABRIEL PARKWAY, THE FOLLOWING USES ARE NOT PROPOSED OR PERMITTED: MINI-WAREHOUSE OR SELF STORAGE FACILITIES, BOAT AND RV STORAGE, MATERIAL SALVAGE UNLESS ENCLOSED WITHIN A BUILDING, SEXUALLY ORIENTED BUSINESSES, MOTOR VEHICLE SALVAGE.
4) CONTRACTOR TO REFERENCE ARCHITECTURAL PLANS FOR BOLLARDS ADJACENT/ NEAR BUILDINGS.
5) SEE DETAILS (DUMPSTER, TRANSFORMER, ETC.) FOR BOLLARD LOCATIONS.

PARKING CALCULATIONS					
BLDG	PHASE	USE	CODE	SF	SPACES REQ'D
1	1	RETAIL	1:200	7500	38
		RESTAURANT	1:100	2500	25
2	1	RETAIL	1:200	7500	38
		RESTAURANT	1:100	2500	25
3	1	RETAIL	1:200	7500	38
		RESTAURANT	1:100	2500	25

4	2	RETAIL	1:200	14500	73
5	3	RESTAURANT	1:100	8500	85
TOTAL REQ'D					347
TOTAL PROVIDED					475
HC REQ'D					9
HC PROVIDED					14



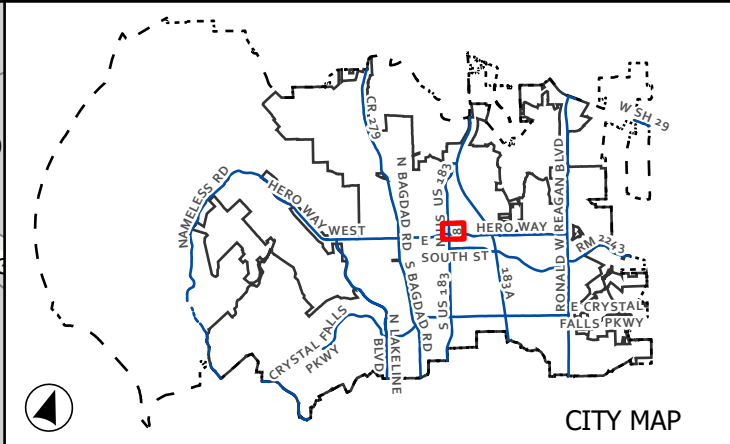
LEANDER MARKETPLACE

SITE PLAN

DATE	2/21/2023
PROJECT NO.	22-018.0
DESIGNED BY	RDP
CHECKED BY	AHG

NO.	DISCUSSION	REVISIONS							
		1	2	3	4	5	6	7	8





LEANDER MARKETPLACE



September 12, 2023

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

RE: Leander Marketplace

Goode Faith Engineering, on behalf of the owner, is requesting a License Agreement to plant off-site street trees on Hero Way and East Street in the Leander Transitional subdivision. Minimal irrigation will be installed with cut off/isolation valve on the property. Please see the included exhibit.

Sincerely,

Anthony Goode, PE
Goode Faith Engineering, LLC
972.822.1682



EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Approval of Development Agreement Case DA-23-0014 regarding the Hero Way Crossing Development on two (2) parcels of land, more particularly described by Williamson Central Appraisal District Parcels R651240 and R651239, generally located to the northwest of the intersection of West Broade Street and Hero Way West, Leander, Williamson County, Texas.

BACKGROUND:

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

This agreement requires that all structures are comprised of at least eight-five (85%) percent stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Malone Wheeler (Taylor DeMercado)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. DA-23-0014 Att 1 Hero Way Crossing - Masonry Dev Agmt
2. DA-23-0014 Att 2 Hero Way Crossing - Location Map

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE HERO WAY CROSSING DEVELOPMENT**

This Development Agreement Establishing Development Standards for the **Hero Way Crossing Development** (the “Agreement”) is made and entered into, effective as of the ____ day of _____, 2023 (the “Effective Date”), by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the “City”), and **Hero Way Crossing Ltd.**, a Texas limited partnership (the “Developer”). The City and the Developer are sometimes together referred to herein as the “Parties” and, in the context of any one of them a “Party”. The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns those two (2) certain adjacent and contiguous tracts of land located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the “Property”) and, as contemplated by the approved Site Plan for the Property under City File No. SD 23-0087 (the “Site Plan”), wishes to develop the Property for retail, restaurant and medical uses (the “Development”). The Developer desires that the City by this Agreement be able to enforce the development standards set forth herein (collectively, and as more particularly described in Section 3 hereof, the “Development Standards”) through its building permit, inspection, and certificate of occupancy processes, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City’s building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding the Development Standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Section 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

- (a) The term of this Agreement shall commence upon, and be in full force and effect from, the Effective Date hereof, and, unless earlier terminated as provided in this Agreement, shall expire and be of no further force or effect upon the issuance of

the final certificate of occupancy for the final structure in the Development included in the Site Plan.

- (b) The City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6. Otherwise, this Agreement may be terminated prior to its scheduled expiration only by written instrument approved by the City Council of the City that is signed by all the Parties dated subsequent to the Effective Date hereof and filed of record in the Official Public Records of Williamson County, Texas.

Section 3. Development Standards.

- (a) **Development Requirements.** The exterior wall standards set forth in this section shall apply to the buildings and structures intended for occupancy located on the Property. At least eighty-five percent (85%) of the combined exterior surface area of all walls, including all stories of buildings and structures, shall consist of stone, brick, concrete tilt wall with a decorative finish, painted or tinted stucco, or similar material approved by the City's Director of Planning through an approved site plan or building permit. In calculating percentage of exterior wall area for purposes of the application of this requirement, the area of windows and window frames, doors and door frames, eaves, soffits, dormers, columns, recessed entryways, foundation and similar areas are excluded from the calculation and may utilize any of the materials listed in the applicable component exterior wall standards when, in the opinion of the City's Building Official, construction with the required masonry materials is not reasonably feasible.
- (b) **Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations (as hereinafter defined), in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

Section 4. Development of the Property. Except as modified by this Agreement, the Development and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances and the zoning regulations applicable to the Property, and such amendments to City ordinances and regulations that that may be applied to the Development and the Property under Chapter 245, Texas Local Government Code

(collectively, the “Applicable Regulations”), and good engineering practices. If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.

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

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

Section 6. Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such Party of written notice of default from the other Party. Upon the passage of fourteen (14) business days without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question, but, subject to force majeure delays addressed in Section 10 hereof, in no event more than sixty (60) additional days beyond the aforementioned fourteen (14) business day period. In the event of default, the non-defaulting Party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards.

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

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

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

Section 10. Force Majeure.

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

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

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Developer shall be addressed:

Hero Way Crossing Ltd.
c/o FourT Realty, LLC
Attn: Taylor Steed, Manager
1601 Rio Grande St. #333
Austin, TX 78701
Travis County

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

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

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

Section 14. Entire Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties dated subsequent to the Effective Date hereof and filed of record in the Official Public Records of Williamson County, Texas.

Section 15. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters

into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

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

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

Section 18. Recordation. This Agreement shall be recorded in the Official Public Records of Williamson County, Texas.

Section 19. Texas Law Governs. This Agreement shall be governed by and construed and enforced under and in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

Section 20. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

Section 21. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Section 2270.0201 or Section 2252.153 of the Texas Government Code.

Section 22. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 23. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Legal Description of the Property

*[Remainder of This Page Intentionally Left Blank – Signature
and Acknowledgement Pages Follow]*

EXECUTED in multiple originals this the ____ day of _____, 2023.

CITY:

Attest:

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

By: _____

Name: Dara Crabtree

Title: City Secretary

By: _____

Name: Christine DeLisle

Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Christine DeLisle, Mayor of the **CITY OF LEANDER, TEXAS**, a Texas home-rule municipal
corporation, on behalf of said corporation.

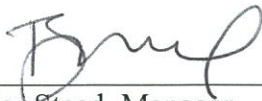
(SEAL)

Notary Public, State of Texas

DEVELOPER:

HERO WAY CROSSING LTD.,
a Texas limited partnership

By: Hero Way General Partner LLC,
a Texas limited liability company,
its General Partner

By: 
Taylor Steed, Manager

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 3 day of November, 2023,
by Taylor Steed, the Manager of Hero Way General Partner LLC, a Texas limited liability company,
the General Partner of **HERO WAY CROSSING LTD.**, a Texas limited partnership, on behalf of
said limited partnership.



(SEAL)

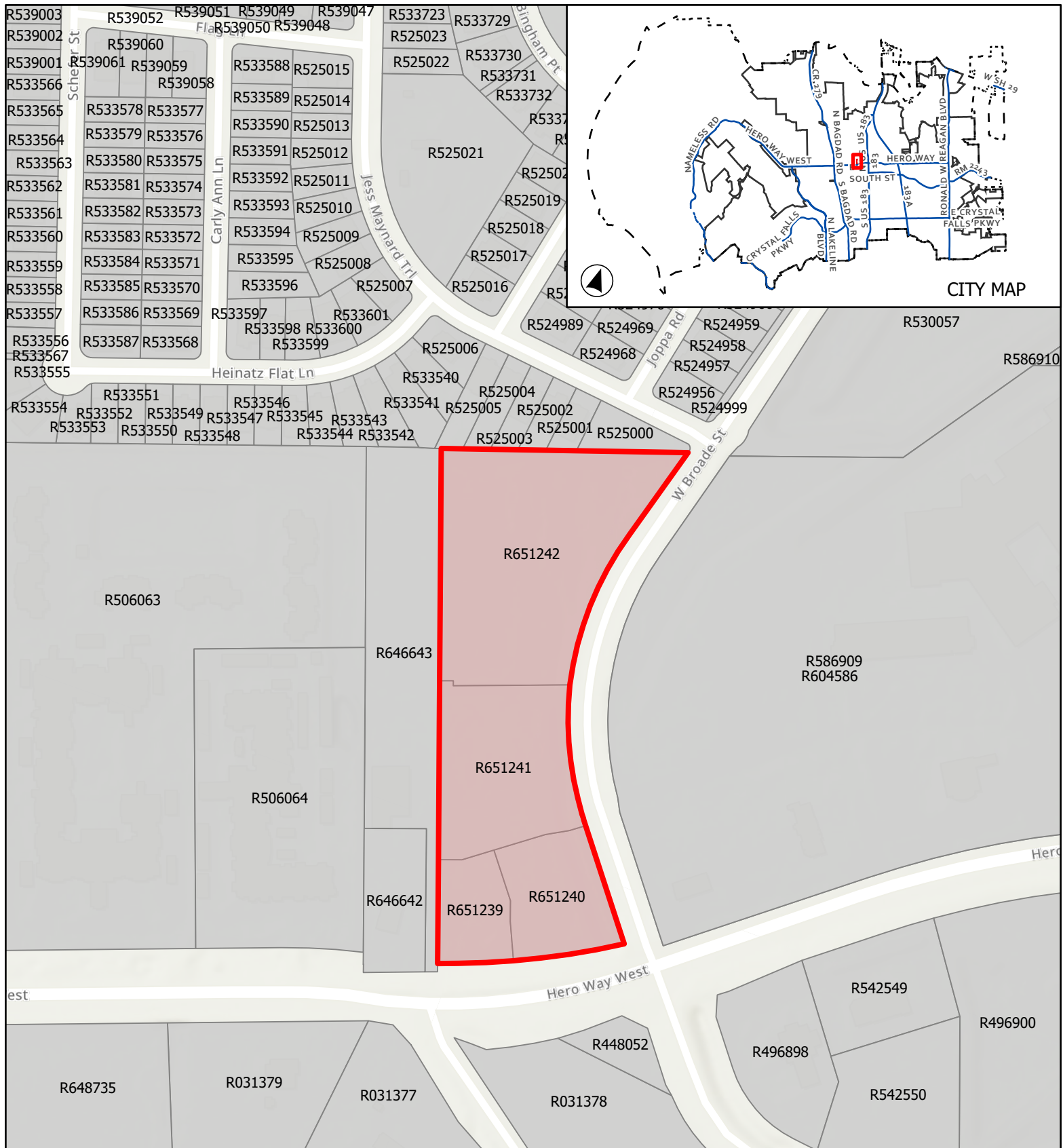
Notary Public, State of Texas



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 1 and 3, RESUBDIVISION OF LOT 2, BLOCK B, REPLAT OF THE RESUBDIVISION OF LOT 1, BLOCK "A," HEB LEANDER SUBDIVISION, a subdivision in the City of Leander, Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2023071345 in the Official Public Records of Williamson County, Texas.



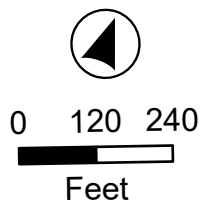
CASE: DA-23-0014

ATTACHMENT 2

HERO WAY CROSSING

Location Map

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



-  City Limits
 ETJ Boundary
 Subject Boundary



EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case SFP-22-0009 Moon Valley short form final plat; more particularly described by Williamson Central Appraisal District Parcels R319362 and R031223; generally located approximately 1,100 feet to the south of the intersection of E Crystal Falls Parkway and Ronald W Reagan Boulevard; on the west side of Ronald W Reagan Boulevard, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Moon Valley short form final plat. Article II, Section 24 (g) includes the following provisions.

(g)Application Expiration.

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

HISTORY/TIMELINE:

05/18/2023 Final Plat Application Expired

11/18/2023 Final Plat Application Staff Extension Expired

APPLICANT/AGENT:

HPE Civil Engineering

RECOMMENDATION:

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

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to May 18, 2024 and will allow the developer to finalize the plat requirements and schedule the plat for review by the Planning & Zoning Commission.

PRESENTER:

Fiscal Impact

N/A

Attachments:

1. SFP-22-0009 Att 1 Moon Valley Extension Request Letter
2. SFP-22-0009 Att 2 Moon Valley Extension Location Map
3. SFP-22-0009 Att 3 Ordinance



October 26, 2023

City of Leander – Planning Department
PO Box 319
Leander, TX 78646

RE: **SFP-22-0009 Moon Valley Short Form Final Plat Extension Request- Extension to 11/16/23**
309 North Highway 183, Leander, TX 78641

To Whom It May Concern,

Please accept this letter as a request for a 6-month Short Form Final Plat extension for this project. The review expired with the City of Leander, Development Services. The cover sheet of the plat is:

**MOON VALLEY SUBDIVISION
SHORT FORM FINAL PLAT**

OWNER: RYAN KARRISBURG
DEVELOPER: MOON VALLEY BUSINESSES
1800 N. 7TH STREET
P.O. BOX 319
LEANDER, TX 78646
PHONE: 512.350.6228
E-MAIL: RYAN@MOONVALLEYBUSINESSES.COM

SURVEYOR: WILLIAM C. STEWART, RPLS
TEXAS LAND SURVEYING, INC.
1000 E. 11TH STREET
SUITE 100
LEANDER, TX 78646
PHONE: 512.350.6228
E-MAIL: WILLIAM@TEXASLANDSURVEYING.COM

ENGINEER: JENNIFER HENDERSON, P.E.
HENDERSON PROFESSIONAL ENGINEERS
PELS FIRM F-22208
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TEXAS 78664
PHONE: 512.350.6228
E-MAIL: JEN@HENDERSONPE.COM

FILING DATE: 10/26/2023
ORIGINAL SURVEY: WALTER CAMPBELL SURVEY
ABSTRACT NO. 3

FEMA FLOODPLAIN: THERE IS NO ENCROACHMENT OF THE 100 YEAR
FLOOD PLAIN AS SHOWN ON FIRM PANEL
88050000P. DATED DECEMBER 31, 2019

NEW STREETS: NO NEW STREETS ARE PLANNED
TOTAL ACRES: 0.4 ACRES
TOTAL LOTS: 1
TOTAL BLOCKS: 1

**VICINITY MAP
SCALE: 1"=0.500'**

SHEET INDEX	
NUMBER	DESCRIPTION
01	COVER SHEET
02	FINAL PLAT
03	NOTES AND SIGNATURES

**COVER SHEET
SHEET 01 OF 03**

Henderson Professional Engineers
600 ROUND ROCK WEST
DRIVE, SUITE 604
ROUND ROCK, TX 78664
512.350.6228
PELS FIRM #F-22208
www.hendersonpe.com
WBE210166 | HUB 1853873845300
CITY PROJECT NUMBER: 22 SFP-009

If you have any questions or require additional information, please contact me at 512.350.6228 or at jen@hendersonpe.com.

Respectfully,


Jennifer L. Henderson, P.E.
President & CEO
Henderson Professional Engineers, LLC

JH/tms

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS
GRANTING AN EXTENSION OF THE EXPIRATION OF THE
SHORT FORM FINAL PLAT APPLICATION FOR THE MOON
VALLEY SUBDIVISION.**

WHEREAS, Section 24 (g) (1) of the City's Subdivision Ordinance provides that the final plat application expires nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the final plat are not approved due to the applicant's failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 24 (g) (2) of the City's Subdivision Ordinance provides that the Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the short form final plat;

WHEREAS, the Planning Department granted one six (6) month extension for the Moon Valley short form final plat application (the "Final Plat Application") which expires on or about May 18, 2023;

WHEREAS, the City Council Department granted one six (6) month extension for the Moon Valley short form final plat application which expires on or about November 18, 2023;

WHEREAS, the City Council of the City of Leander, Texas (the "City") finds that there is good reason to grant an extension of the expiration date for the Final Plat Application because the applicant is actively working to address the final plat comments and move forward with final plat within a reasonable timeframe;

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

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

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the short form final plat application to May 18, 2024. In the event that the short form final plat Application is not approved by the Planning and Zoning Commission on or before May 18, 2024, the short form final plat application shall expire.

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

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

PASSED AND APPROVED on this the 16th day of November, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-22-0024 to amend the current zoning of PUD/TOD (Planned Unit Development, Transit Oriented Development District) with the OS (Open Space Sector), CD (Conventional Development Sector), S1 (General Sector), and S2 (Station Sector) to adopt the House Tract Mixed Use PUD (Planned Unit Development) with the SFT-2-A (Single-Family Townhouse), CH-2-A (Cottage Housing), and LC-2-B (Local Commercial) base zoning districts on two (2) parcels of land approximately 43.07 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031601 and R031325; and generally located 1,000 feet to the east of the intersection of Main Street and Hero Way on the south side of Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-22-0024 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

09/22/2005 Transit Oriented Development District Established
09/28/2023 Planning & Zoning Commission, 1st Public Hearing
10/19/2023 City Council, Postponed by applicant

APPLICANT/AGENT:

Drenner Group, PC (Leah Bojo) on behalf of House Cross & Associates (Lou Ann Cross, Charles House Jr., and Franklin House, Bonnie House)

RECOMMENDATION:

The Planning & Zoning Commission recommended denial of this request during the September 28, 2023 meeting. The applicant postponed the second public hearing scheduled for the October 19, 2023 City Council meeting. This meeting will be rescheduled to November 16, 2023. Staff sent out an updated notice to the neighboring properties and posted new signs.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Z-22-0024 Att 1 Planning Analysis
2. Z-22-0024 Att 2 Current Zoning - House Tract PUD
3. Z-22-0024 Att 3 FLU Map - House Tract PUD
4. Z-22-0024 Att 4 Notification Map - House Tract PUD
5. Z-22-0024 Att 5 Proposed Zoning - House Tract PUD
6. Z-22-0024 Att 6 Aerial - House Tract PUD
7. Z-22-0024 Att 7 PUD Notes - House Tract PUD
8. Z-22-0024 Att 8 Letter of Intent - House Tract FINAL
9. Z-22-0024 Att 9 Neighborhood Outreach
10. Z-22-0024 Att 10 Ordinance House Tract
11. Z-22-0024 Att 11 P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-22-0024 HOUSE TRACT PUD

GENERAL INFORMATION

Owner/Agent:	Drenner Group, PC (Leah Bojo) on behalf of House Cross & Associates (Lou Ann Cross, Charles House Jr., and Franklin House, Bonnie House).
Current Zoning:	PUD/TOD (Planned Unit Development, Transit Oriented Development District) OS (Open Space Sector) CD (Conventional Development Sector) S1 (General Sector) S2 (Station Sector)
Proposed Zoning:	House Tract Mixed Use PUD (Planned Unit Development) with the base zoning of SFT-2-A (Single-Family Townhouse) CH-2-A (Cottage Housing) LC-2-B (Local Commercial)
Size and Location:	The property is located 1,000 feet to the east of the intersection of Main Street and Hero Way on the southside of Hero Way, including approximately 43.07 acres.
Staff Contact:	Michael Chenausky, AICP, Senior Planner

APPLICANT REQUEST

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

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

City Council approved a Water Resolution No. 22-031-00 which prioritizes 0% residential within the Urban Mixed Use land use category of the Future Land Use Map and prioritizes low density residential such as SFR (Single-Family Rural), SFE (Single-Family Estate) and SFS (Single-Family Suburban) for new residential zoning requests. City Council has also approved ordinance 20-014-00 which allows properties located within the Transit Oriented Development District to request zoning from the Smart Code or the Composite Zoning Ordinance. The application for Composite Zoning shall include the proposed use component, site component and architectural component.

This property has several challenges including a substantial floodplain that divides the property. The applicant started the process with a proposal that included 100% residential units for a total of 344 units. The applicant has worked with staff to reduce the total number of units to 201 units (8 units per acre) and incorporate commercial uses on the southern side of the project. This proposal does not meet all of the conditions of the resolution, but the applicant has worked to reduce the density and provide a development that compliments the floodplain as well as provides for commercial uses.

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

	ZONING	LAND USE
NORTH	T5, T4, Civic, Home Depot PUD-GC (General Commercial)	Townhouse, undeveloped commercial and public trails.
EAST	CD (Conventional Development)	PEC Substation, Church, Outdoor storage.
SOUTH	CD (Conventional Development) Horizon Lake PUD-SFL, LC (Single-Family Limited) (Local Commercial)	Heavy commercial, Horizon Lake Subdivision and undeveloped commercial.
WEST	T5, T4	Multi-Family and undeveloped

SURROUNDING AREA:

This property is located south of Hero Way and north of RM 2243 east of Main Street. Properties to the north include existing townhomes and future commercial development. Properties to the west include existing multi-family and future commercial and townhouse development. The Horizon Lake subdivision is to the south west and the future Leander Springs project is to the south east. Directly east of the subject area is existing PEC substation along with a church and outdoor RV and Boat storage.

PHYSICAL AND NATURAL FEATURES:

Brushy creek runs through this property and divides it into three parts. The creek area contains significant tree cover as well a significant floodplain boundary.

PROPERTY HISTORY:

07/21/1999 – The portion of the property along RM 2243 was annexed into the City.

11/06/2002 – The portion of the property along Hero Way was annexed into the City.

12/20/2006 – The remaining portion of the property was annexed into the City.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 05-Z-007 establishing the Planned Unit Development/Transit Oriented Development District was approved 09/22/2005.

MAJOR CORRIDORS:

This property has access onto Hero Way and RM 2243.

TRANSPORTATION PLAN REQUIREMENTS:

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
Hero Way	Arterial	Commercial corridor	100' ROW 6 Lanes, 10' sidewalk
RM 2243	Arterial	Commercial corridor	100' ROW 4 Lanes, 10' sidewalk

SUBDIVISIONS:

- No prior subdivision cases.

EXISTING UTILITIES:

This property has access to water and wastewater utilities.

CURRENT LAND USES:

This property is currently undeveloped.

PROPOSED ZONING DISTRICT:**USE COMPONENT****SFT – SINGLE FAMILY TOWNHOUSE:**

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

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

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

CH – COTTAGE HOUSING

Features: Three or more detached single-family dwellings per lot

Intent: The Cottage Housing use component provides for the development of multiple single-family detached dwellings on one lot 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 where it is appropriate to have cottage style development. This use component provides for greater flexibility in designing and placing structures while preserving open space, trees, and shared common areas. A variety of lot sizes shall be provided within one half mile of major intersections such as arterials or collectors and along residential collectors. The higher density residential shall be located closest to major intersections such as arterials or collectors and transition to lower density uses further away from the major intersections. This component provides for higher density lots and serves as a transition between moderate size lots and higher density areas. This component is generally intended as follows:

- (1) To provide an orderly transition to and create a buffer between larger lot neighborhoods and more intensive uses such as multi-family or commercial uses or arterial roadways.
- (2) To create more variety in housing opportunities in the fabric of neighborhoods.
- (3) To include or be located within six hundred (600') feet of shared amenity space. Shared amenity space may include parkland, recreational improvements, amenity centers, or other similar uses.

LC – LOCAL COMMERCIAL:

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

Intent: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. Access should be provided by a collector or higher classification street.

SITE COMPONENT

TYPE 2:

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

Intent:

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

ARCHITECTURAL COMPONENT

TYPE A:

Features: 5 or more architectural features.

Intent:

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

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

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

Applicable Future Land Use categories**GREENWAYS**

- The Greenways future development category contains active and passive parkland, trails, and open spaces that have been designated for public use. Greenways are linear parks that serve multiple purposes, including connecting the community and managing stormwater impacts. These spaces are also critical to providing green spaces amidst urban development, for the outdoor enjoyment of residents and workers while connecting public (and private) parks and amenities.

A Leander Greenways network is a framework for a regional destination for people looking for trail activities, a cycling loop system, and active transportation routes to employment centers. From a community perspective, greenways are opportunities for placemaking, including art, historical elements, civic spaces, and wildlife viewing.

Development adjacent to the greenway system should primarily be oriented towards the green space, with buildings fronting public paths, parkway streets providing access, and a public relationship between the greenway corridor and adjacent private development. Trail connections should be made frequently to adjacent developments to provide access.

URBAN MIXED-USE

- The Urban Mixed-Use future development category contains the areas directly adjacent to Leander Central and Old Town and is envisioned to provide a transition from those higher density/intensity uses to the traditional residential developments nearby. These areas are supportive to the transit-oriented environment of the Central area and will be connected to the Central developments through streets, trails and greenways.

Residential uses include small-lot single family, townhouse, low-density multi-family, and urban lofts. Commercial development can be a mix of urban and local retail and office, restaurants and entertainment, hotels, civic, and related uses.

These areas are envisioned to be developed with a semi-urban character, with some areas developing under the form-based code and others through traditional zoning. Typically, buildings are more street-oriented, with build-to lines, on-street parking or periphery parking, pedestrian and bicycle facilities, and short blocks with high street connectivity.

Desired Mix: 40-100% Residential, 0-60% Non-Residential

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:**DEVELOPMENT MEETING**

A development meeting was held with Staff on 06/07/2021. The following changes were made to the project since the development meeting was held:

- Reduced maximum unit count from 344 to 201 or 8 units per acre.
- Added a commercial component along RM 2243

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

- Resolution No. 22-031-00 was approved 10/20/2022 which prioritizes 0% residential within the Urban Mixed Use land use category of the Future Land Use Map and prioritizes low density residential such as SFR (Single-Family Rural), SFE (Single-Family Estate) and SFS (Single-Family Suburban).

NOTIFICATION

09/07/2023 - Public Notice on Hill Country News
 09/13/2023 - Mail Notification to Property Owners within 200'
 09/13/2023 - Public Hearing Signage Posted on Property
 09/28/2023 - Planning and Zoning Commission Public Hearing
 10/19/2023 - City Council Public Hearing & First Reading of the Ordinance ***POSTPONED by Applicant***
 11/16/2023 - City Council Public Hearing & First Reading of the Ordinance
 12/07/2023 - City Council Second Reading of the Ordinance

PUBLIC NOTIFICATION:

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

A neighborhood outreach letter was delivered to property owners within 500 ft. of the subject area. Please see attachment 9 for more detail. Below is a list of comments/concerns that were discussed during the meeting:

- No Issues at this time.

The following changes were made to address issues discussed.

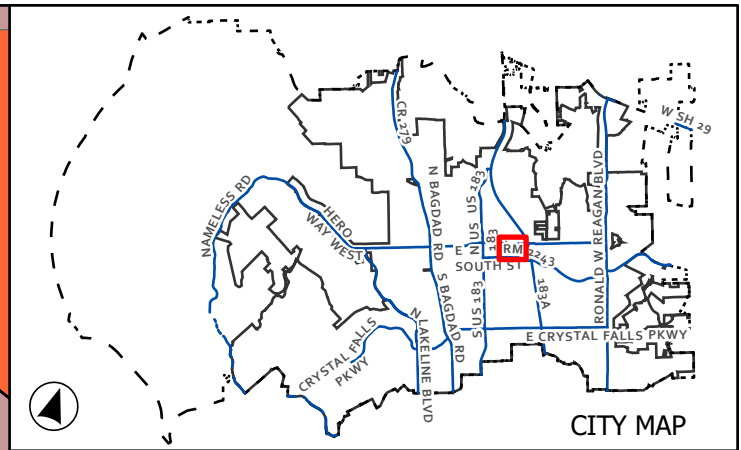
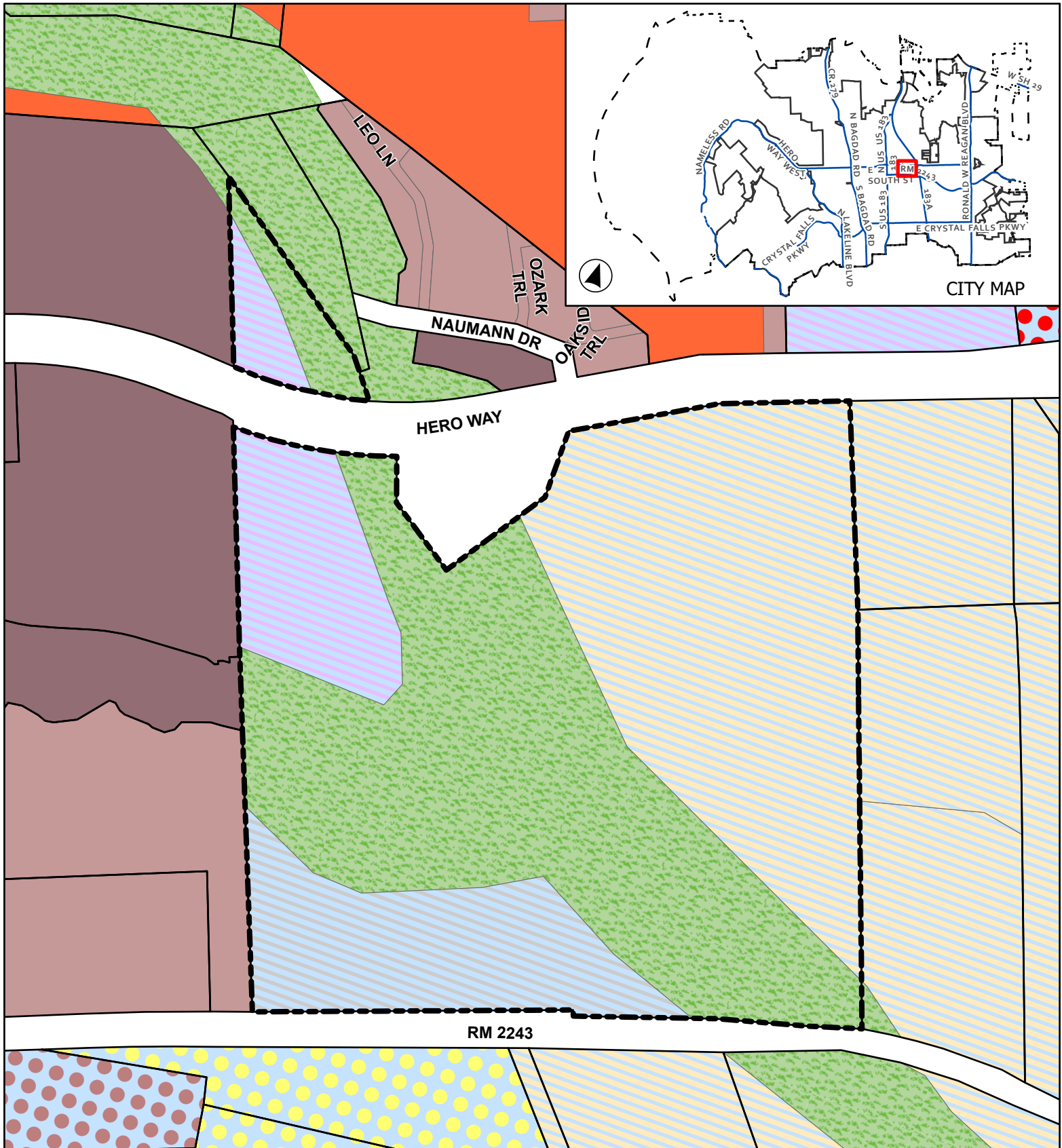
- No Changes

APPROVAL CRITERIA:

This zoning request is compatible with the Comprehensive Plan Future Land Use Map, and surrounding adjacent land uses. However, the proposal does not comply with the current Water Resolution in effect which prioritizes reduced density and larger residential lot sizes.

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

HIGHER STANDARDS	WAIVERS
Type A – Architectural Component	Section 7 (a) of Article VIII shall be modified to allow all residential roofs a minimum pitch of 2:12 and a maximum of 6:12. The purpose of this modification is to allow for increased variation of slopes and for elevated design of residential elevations, and utilization of such shall vary based on site location and orientation.
	Building Height to 38'
	Reduced lot sizes from what is acceptable with the Water Resolution.



CASE: Z-22-0024 ATTACHMENT 2 HOUSE TRACT PUD

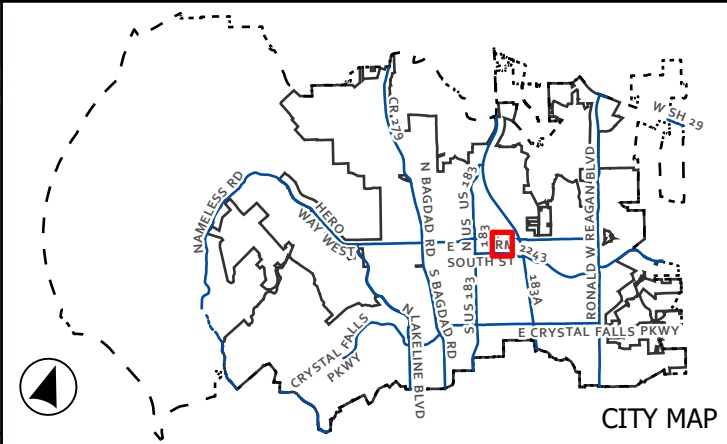
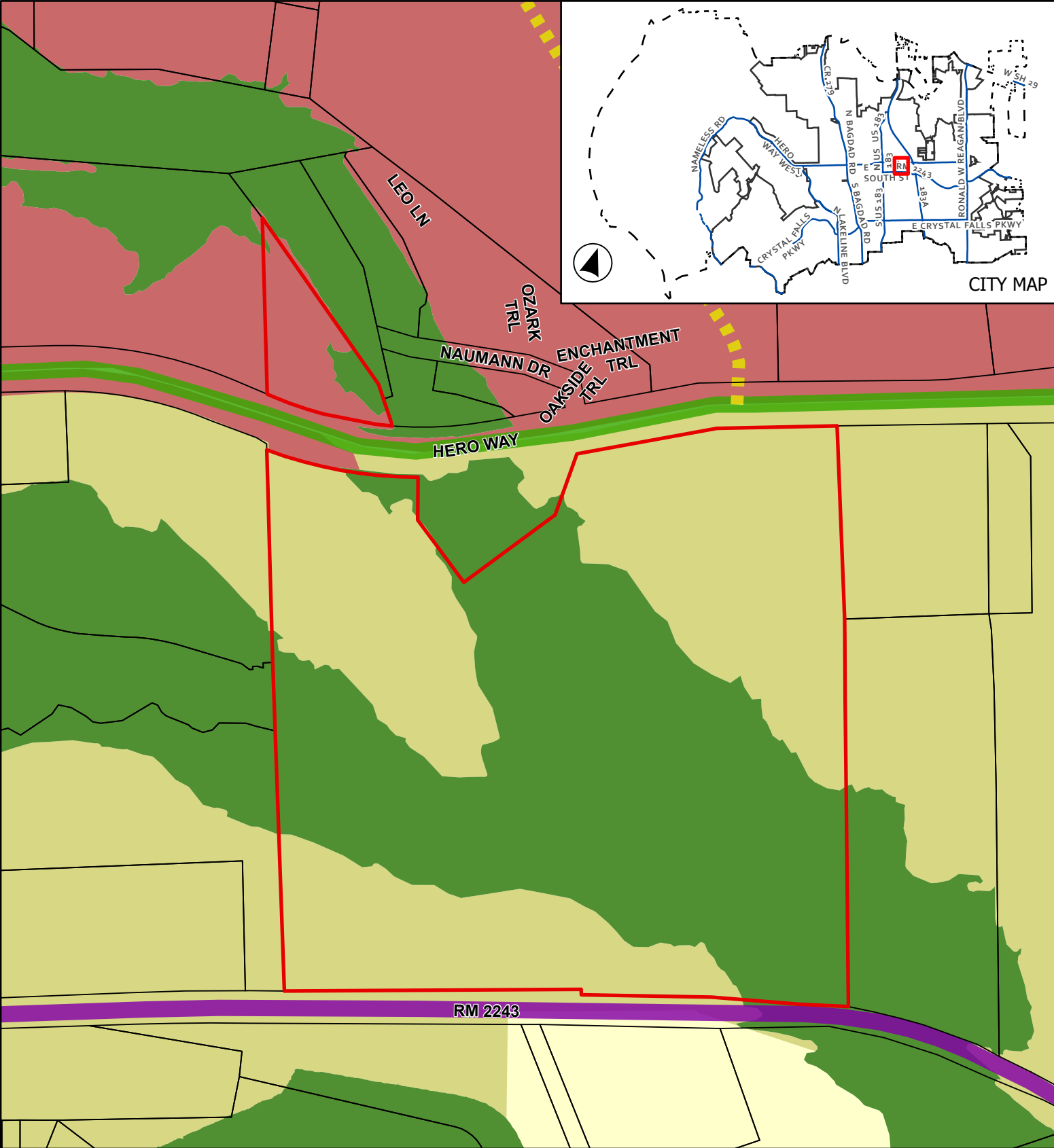
Current Zoning

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

Leander City Limits	CD - Conventional Sector	T5 - Urban Center
PUD - Single-Family	S1 - General Sector	Subject Boundary
PUD - Local Commercial	S2 - Station Sector	Extra-Territorial Jurisdiction
PUD - General Commercial	Civic Building	
OS - Open Space	T4 - Genral Urban	

0 105 210 Feet

Page 110 of 335



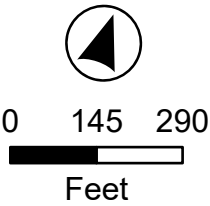
CASE: Z-22-0024

ATTACHMENT 3

HOUSE TRACT PUD

Future Land Use Map

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



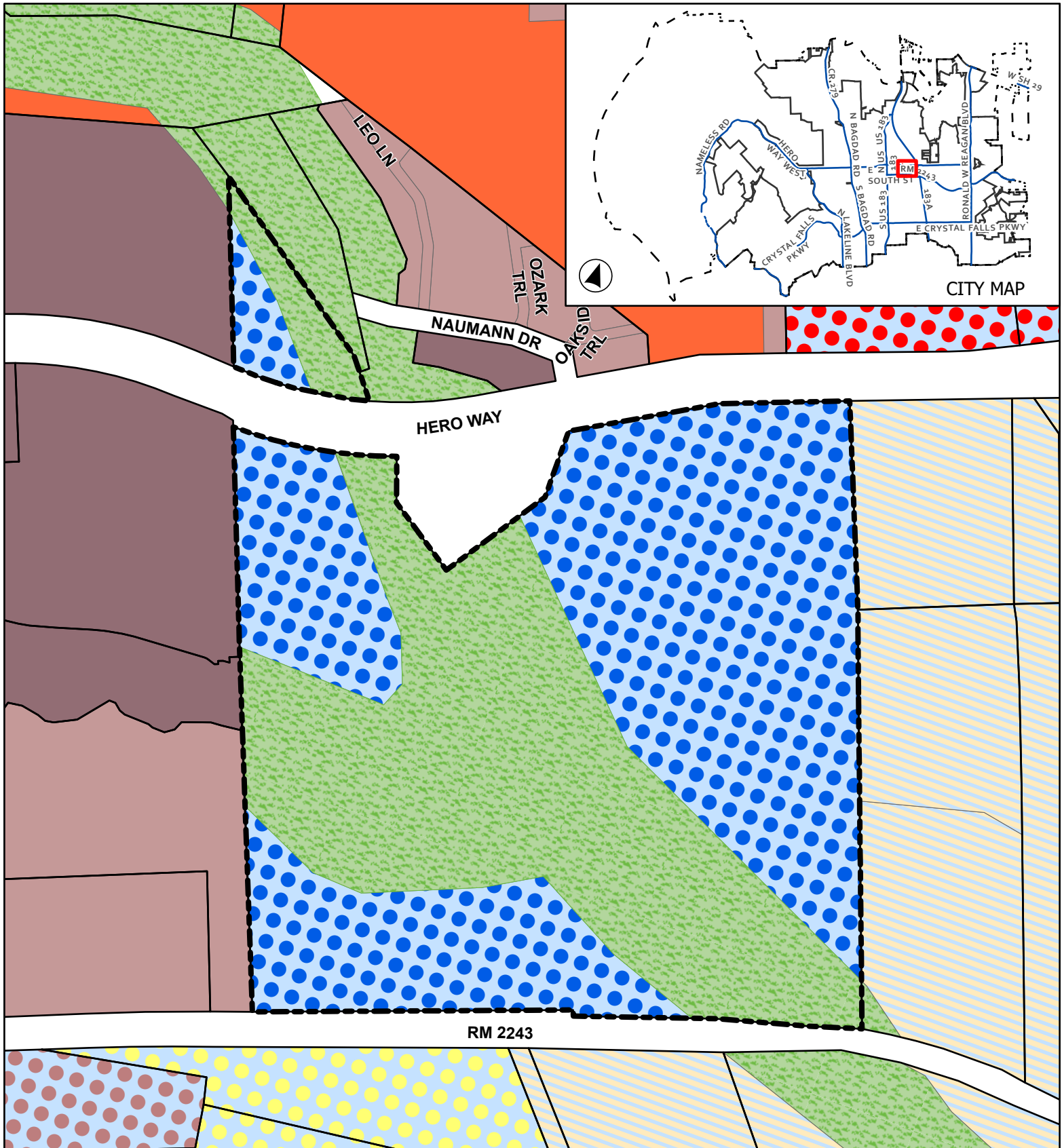
- Leander City Limits
- ETJ Boundary
- Subject Boundary

Thoroughfare Plan

- Arterial 6 Lane, Existing
- Arterial 4 Lane, Existing

Future Land Use

- Neighborhood Residential
- Urban Mixed Use
- Leander Central
- Greenway



CASE: Z-22-0024 ATTACHMENT 5 HOUSE TRACT PUD

Proposed Zoning

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- Leander City Limits
- Subject Boundary
- Extra-Territorial Jurisdiction
- PUD - Single-Family

- PUD - Mixed Use
- PUD - Local Commercial
- PUD - General Commercial
- OS - Open Space

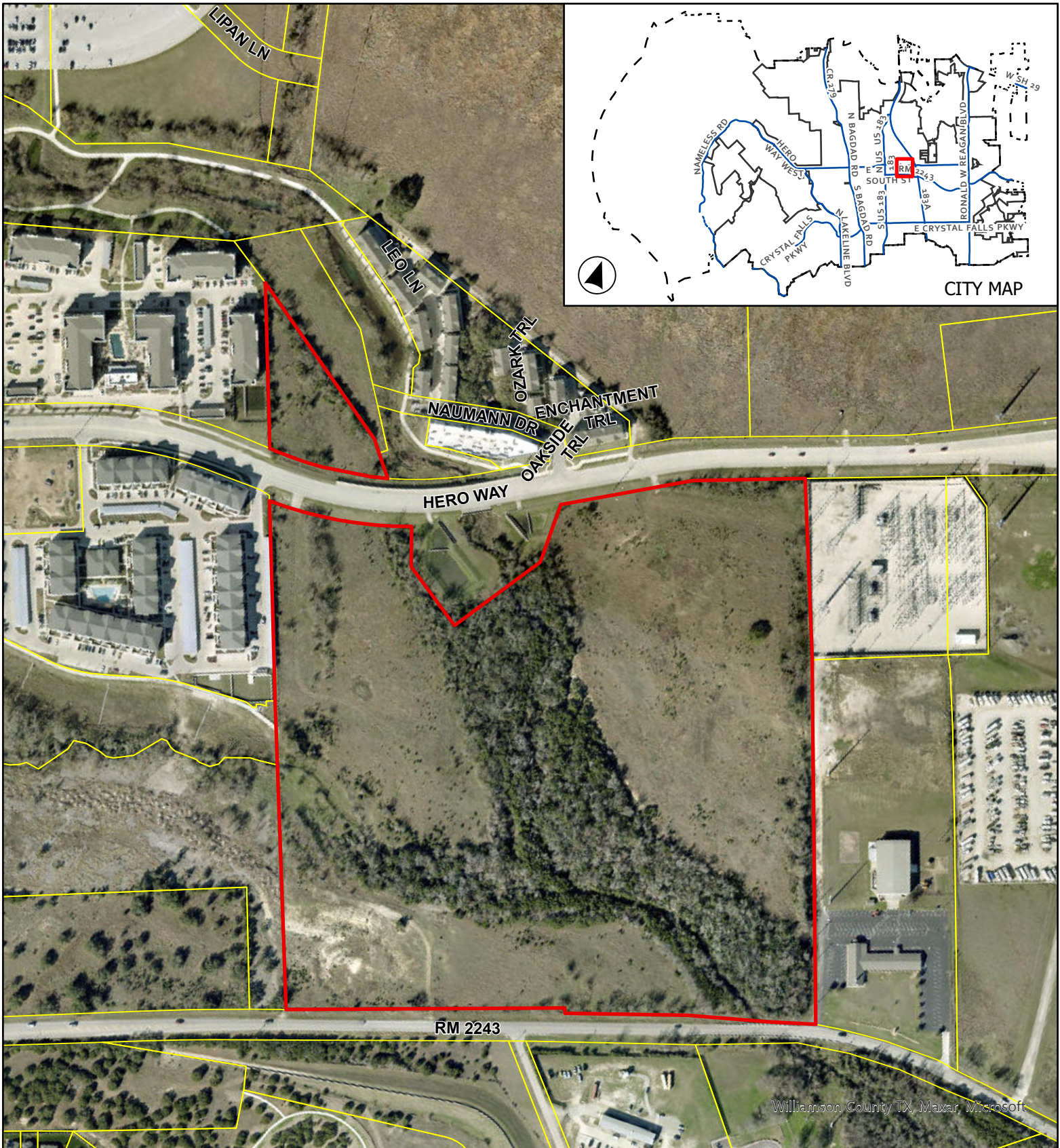
- CD - Conventional Sector
- Civic Building
- T4 - General Urban
- T5 - Urban Center



0 105 210



Feet



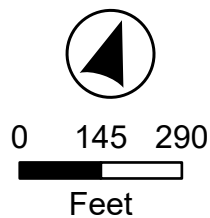
CASE: Z-22-0024

ATTACHMENT 6

HOUSE TRACT PUD

Aerial Map

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



- Leander City Limits
- Subject Boundary

EXHIBIT A
House Tract Mixed Use
Planned Unit Development

A. Purpose and Intent

1. The House Tract Mixed Use Planned Unit Development (the “PUD”) is composed of approximately 43.0658 acres partially out of the Talbot Chambers Survey, Abstract No. 125, partially out of the Elijah D. Harmon Survey, Abstract No. 125, and partially out of the Elijah D. Harmon Survey, Abstract No. 6, both in Williamson County, Texas, as described in **Exhibit B**, and is located in the City of Leander (the “City”), Williamson County, Texas. The PUD is a single-phase, horizontal mixed-use residential and commercial development with the City of Leander Comprehensive Plan designations of Urban Mixed Use and Greenway. The PUD is a portion of the larger Urban Mixed Use and Greenway designations, located between an Activity Center to the west, an Employment Center to the east, and directly south of Leander Central Future Land Use designations. This PUD provides medium-density housing in the form of Single-Family Townhouse, Cottage Housing, Local Commercial and Public Recreational uses that serve as appropriate transition uses from the more intensive multifamily use to the north and the commercial uses to the east closer to US-183A, and the single-family dwellings to the south. By providing a mixture of commercial and residential uses, the PUD shall be compliant with the Comprehensive Plan’s Urban Mixed-Use appropriate use table. The PUD shall seek to implement the Comprehensive Plan’s intent, character or recommendations for the Urban Mixed-Use area in the form of providing connectivity to the station and central areas through preserving open space and providing trails for public use, pedestrian protection in the form of street trees, sidewalks and on-street parking, and job and tax revenue creation through neighborhood supportive commercial uses.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with the Composite Zoning Ordinance, and other applicable provisions in the City’s Code of Ordinances, except as established in this exhibit, titled **Exhibit A**.
2. For the purpose of establishing development standards for the PUD, the following base zoning district(s) has been selected from the Composite Zoning Ordinance:
 - a. SFT-2-A (Single-Family Townhouse);
 - b. CH-2-A (Cottage Housing); and
 - c. LC-2-B (Local Commercial)
3. In the case that this **Exhibit A** does not address a specific City requirement, the Leander Composite Zoning Ordinance shall apply. Should there be a conflict between the PUD Notes and the Composite Zoning Ordinance, the PUD Notes shall control.

C. Conceptual Site Layout & Land Use Plan

1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, **Exhibit C**, to illustrate the design intent and land use locations for the property. The Conceptual Site

Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

D. Allowed/Prohibited Uses and Density

- 1) The allowable uses shall include multiple attached single-family townhouses on a single lot, cottage housing, and local commercial in compliance with the proposed base zoning districts in locations identified on **Exhibit C**.
- 2) The maximum unit count is 201 units, or 8 dwelling units per acre.

E. Development Standards

1. The following setbacks shall apply for the SFT-2-A zoning district.

TOWNHOME BUILDING SETBACKS (Applies to grouping of connected units)	
	SETBACKS
Building Side Setback – from Alley <i>(minimum from Streets/PUE/Access Easement)</i>	8 ft. Min.*
Building Rear Alley Setback <i>(minimum from Streets/PUE/Access Easement)</i>	8 ft. Min.*/ 20 ft. Max *
Building Side Street Setback <i>(minimum from Streets/PUE/Access Easement)</i>	10 ft. Min. *
Building Front Setback <i>(minimum from Streets/PUE/Access Easement)</i>	10 ft. Min. * 15 ft. Max. *
Building Side Separation <i>(minimum from building face to building face)</i>	15 ft. Min.*
Building Height	38 ft. Max

* Eaves, bay windows and other minor architectural features may encroach up to 3'

2. LC-2-A and CH-2-A development shall comply with the Composite Zoning Ordinance.

F. Parkland and Trails

1. This PUD provides approximately 17.76 acres of public parkland with the dedication of the area illustrated in **Exhibit C**. This dedication is identified as the Brushy Creek Main Branch Trail in the City of Leander's Leander Parks, Public Spaces, and Recreation Comprehensive Plan. The dedication of the area within the PUD for use of parkland and the construction of trails and other recreational uses shall comply with the intent identified in the Leander Parks, Public Spaces, and Recreation Comprehensive Plan. All residential and commercial blocks within the PUD will have access to the public trail system.

G. Architectural Standards

1. Section 7 (a) of Article VIII shall be modified to allow all residential roofs a minimum pitch of 2:12 and a maximum of 6:12. The purpose of this modification is to allow for

increased variation of slopes and for elevated design of residential elevations, and utilization of such shall vary based on site location and orientation.

H) Transportation and Parking

- 1) All streets shall be dedicated as public streets and alleys shall be private.
- 2) Geometrical designs and typical street sections will be finalized during subdivision review.
- 3) No streets or alleys shall be gated within the PUD.
- 4) Guest parking for residential units will be calculated as one space per unit for 10% of the total unit count and satisfied through dedicated on-street parking, within Blocks A and B of **Exhibit C**.

Exhibits

- Exhibit A – PUD Notes
- Exhibit B – Field Notes
- Exhibit C – Conceptual Site Layout and Land Use Plan

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 43.0658 ACRES (1,875,947 SQUARE FEET) PARTIALLY OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, AND PARTIALLY OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, BOTH IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 23.402 ACRE TRACT (DESCRIBED AS “TRACT 1”) AND A PORTION OF A CALLED 23.402 ACRE TRACT (DESCRIBED AS “TRACT 2”), A REMAINING 33-1/3% INTEREST OF WHICH WAS CONVEYED TO FRANKLIN R. AND BONNIE R. HOUSE IN VOLUME 1263, PAGE 251 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.T.), A 50% INTEREST OF WHICH WAS CONVEYED TO HOUSE MEDICAL CENTER CONVALESCENT HOME, INC., RECORDED IN VOLUME 1726, PAGE 941 (O.R.W.C.T.), AND A 16-2/3% INTEREST OF WHICH WAS CONVEYED TO HOUSE-CROSS AND ASSOCIATES, RECORDED IN VOLUME 1726, PAGE 947 (O.R.W.C.T.), SAID 43.0658 ACRES BEING MORE PARTICULARLY DESCRIBED IN TWO PARTS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.554.3371
jward@4wardls.com
www.4wardls.com

Tract 1 – 41.2785 Acres (1,798,091 Square Feet)

BEGINNING, at a 1/2-inch iron rod with “Sam Inc.” cap found in the south right-of-way line of Hero Way (AKA CR 269, right-of-way width varies), for the northeast corner of said Tract 1, being an angle point in the south line of a called 3.7113 acre tract (described as Parcel 5A) conveyed to Williamson County, Texas for right-of-way purposes in Document No. 2009071322 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), also being the northwest corner of a called 4 Acre tract conveyed to Pedernales Electric Cooperative, Inc. in Volume 577, Page 493 of the Deed Records of Williamson County, Texas (D.R.W.C.T.), for the northeast corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod found in the south right-of-way line of said Hero Way, for an angle point in the south line of said Parcel 5A, for the northeast corner of said 4 acre tract, and being the northwest corner of a called 1.1 acre tract conveyed to Pedernales Electric Cooperative, Inc. in Document No. 2018019571 (O.P.R.W.C.T.), bears, N69°18’20”E, a distance of 371.49 feet;

THENCE, leaving the south right-of-way line of said Hero Way, with the east line of said Tract 1, in part with the west line of said 4 acre tract, in part with the west line of the remainder of a called 76.02 acre tract conveyed to Fab-Con Products, Inc. in Volume 527, Page 319 (D.R.W.C.T.), in part with the west line of a called 1.532 acre tract conveyed to First Baptist Church in Volume 901, Page 13 (D.R.W.C.T.), and in part with a called 5.00 acre tract conveyed to First Baptist Church in Volume 668, Page 115 (D.R.W.C.T.), **S20°27’59”E**, a distance of **1,419.57** feet to a 1/2-inch iron rod found for the southeast corner hereof, said point being in the north right-of-way line of RM 2243 (80’ right-of-way width), being the southeast corner of said Tract 1, and being the southwest corner of said 5.00 acre First Baptist Church tract, from which a 5/8-inch iron rod found in the north right-of-way line of said RM 2243, for the southeast corner of said 5.00 acre First Baptist Church tract, and for an angle point in the south line of said Fab-Con tract, bears, along a curve to the right, whose radius is 995.37 feet, whose arc length is 401.05 feet, and whose chord bears, **S86°43’53”W**, a distance of 398.34 feet;

THENCE, with the north right-of-way line of said RM 2243 and the south line of said Tract 1 the following two (2) courses and distances:

1. Along a curve to the left, whose radius is **997.55** feet, whose arc length is **79.92** feet, and whose chord bears **S73°02'18"W**, a distance of **79.90** feet, to a calculated point for a point of tangency hereof, and
2. **S70°41'17"W**, a distance of **625.75** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the common south corner of said Tract 1 and said Tract 2;

THENCE, with the north right-of-way line of said RM 2243 and the south line of said Tract 2, **S70°46'03"W**, a distance of **676.58** feet to a 1/2-inch iron rod found for the southwest corner hereof, said point being the southwest corner of said Tract 2, and being the southeast corner of the remainder of a called 94.24 acre tract (described as "Tract No. 3") conveyed to Transit Village Investments, Ltd. in Document No. 2006112794 (O.P.R.W.C.T.), from which a TxDot Type 1 monument found in the north right-of-way line of said RM 2243, being in the south line of said Transit Village Investments remainder tract, bears, **S70°02'15"W**, a distance of 87.01 feet;

THENCE, leaving the north right-of-way line of said RM 2243, with the west line of said Tract 2, in part with the east line of said Transit Village Investments remainder tract, and in part with the east lines of Lot 2 and Lot 3, of Block A of Alta Leander Station, a subdivision recorded in Document No. 2021029110 (O.P.R.W.C.T.), **N21°37'22"W**, passing at a distance of 814.30 feet a 1/2-inch iron rod found for the common east corner of said Lot 2 and said Lot 3, continuing for a total distance of **1,340.05** feet to a 1/2-inch iron rod found for the northwest corner hereof, said point being an angle point in the south right-of-way line of said Hero Way, being the southwest corner of a called 3.1001 acre tract (described as "Parcel 2A") conveyed to Williamson County, Texas for right-of-way purposes in Document No. 2009073716 (O.P.R.W.C.T.), from which a 1/2-inch iron rod found for an angle point in the south right-of-way line of said Hero Way, being in the west line of said Parcel 2A, also being the northeast corner of said Lot 2, bears, **N21°37'22"W**, a distance of 16.34 feet;

THENCE, with the south right-of-way line of said Hero Way, in part with the south line of said Parcel 2A, in part with a called 0.6205 acre tract (described as "Parcel 2B") conveyed to Williamson County, Texas for right-of-way purposes in Document No. 2009073716 (O.P.R.W.C.T.), in part with the south line of said Parcel 5A, in part and over and across said Tract 2, in part over and across said Tract 1, and in part with the north line of said Tract 1, the following seven (7) courses and distances:

1. Along a curve to the left, whose radius is **1,065.00** feet, whose arc length is **380.31** feet, and whose chord bears **N80°39'44"E**, a distance of **378.29** feet to a 1/2-inch iron rod with "Pape Dawson" cap found for an external ell-corner hereof,
2. **S19°41'18"E**, a distance of **105.93** feet to a 1/2-inch iron rod with "Pape Dawson" cap found for an angle point hereof,
3. **S56°25'01"E**, a distance of **192.13** feet to a 1/2-inch iron rod with "Pape Dawson" cap found for an internal ell-corner hereof,
4. **N33°32'56"E**, passing at a distance of 230.22 feet a 1/2-inch iron rod with "Pape Dawson" cap found for the common south corner of said Parcel 2A and said Parcel 2B, said point being in the common line of said Tract 1 and said Tract 2, continuing for a total distance of **281.01** feet to a 1/2-inch iron rod with "Pape Dawson" cap found for an angle point hereof,
5. **N00°18'06"W**, a distance of **160.79** feet to a 1/2-inch iron rod with "Pape Dawson" cap found for an angle point hereof,

6. **N59°42'50"E**, a distance of **360.16** feet to a 1/2-inch iron rod with "Pape Dawson" cap found for an angle point hereof, said point being the northeast corner of said Parcel 2B, being in the south line of said Parcel 5A, and being in the north line of said Tract 1, and
7. **N68°35'42"E**, a distance of **288.65** feet to the **POINT OF BEGINNING** and containing 41.2785 Acres (1,798,091 Square Feet) more or less.

Tract 2 – 1.7873 Acres (77,856 Square Feet)

BEGINNING at a 1/2-inch iron rod with "Rickman" cap found in the north right-of-way line of Hero Way (AKA CR 269, right-of-way width varies), being in the west line of said Tract 2, being the northwest corner of a called 3.1001 acre tract (described as "Parcel 2A") conveyed to Williamson County, Texas for right-of-way purposes in Document No. 2009073716 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), also being the southeast corner of Lot 1 of Hero Way Multifamily, a subdivision recorded in Document No. 2015015167 (O.P.R.W.C.T.), for the southwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod found in the north right-of-way line of said Hero Way, for a point of curvature in the south line of said Lot 1, Hero Way Multifamily, bears, **N87°06'15"W**, a distance of 95.58 feet;

THENCE, leaving the north right-of-way line of said Hero Way, with the west line of said Tract 2 and the east line of said Lot 1, Hero Way Multifamily, **N21°38'51"W**, a distance of **436.75** feet to a 1/2-inch iron rod found for the north corner hereof, said point being the north corner of said Tract 2, being an angle point in the east line of said Lot 1, Hero Way Multifamily, also being in the southwest line of Lot 2, Block F, Trailside Oaks, a subdivision recorded in Document No. 2018014545 (O.P.R.W.C.T.), from which a Mag nail found for the northwest corner of said Lot 2, Trailside Oaks, being an angle point in the northeast line of said Lot 1, Hero Way Multifamily, and being an angle point in the south line of Lot 1, Block A, Austin Community College San Gabriel Campus, Phase 1, a subdivision recorded in Document No. 2018022962 (O.P.R.W.C.T.), bears, **N54°49'26"W**, a distance of 139.46 feet;

THENCE, with the north line of said Tract 2, in part with the southwest line of said Lot 2, Trailside Oaks, in part with the west line of Lot 3A, Block F, Trailside Oaks, Lots 3 & 4, Block F, Amended Plat, a subdivision recorded in Document No. 2020023926 (O.P.R.W.C.T.), the following two (2) courses and distances:

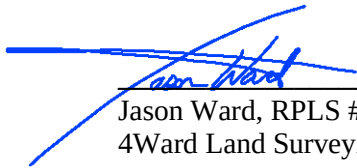
1. **S54°56'48"E**, a distance of **502.91** feet to a 1/2-inch iron rod found for an angle point hereof, and
2. **S38°38'59"E**, passing at a distance of 38.36 feet a 1/2-inch iron rod with "ATS" cap found for the southwest corner of said Lot 2, Trailside Oaks, being an angle point in the west line of said Lot 3A, continuing for a total distance of **109.04** feet to a calculated point (point falls within a 19" American Elm) for the southeast corner hereof, said point being in the north right-of-way line of said Hero Way, being in the north line of said Tract 2, being the southwest corner of said Lot 3A, being in the north line of said Parcel 2A, and being the northwest corner of a called 0.6930 acre tract (described as "Parcel 4") conveyed to Williamson County, Texas for right-of-way purposed in Document No. 2009071323 (O.P.R.W.C.T.);

THENCE, with the north right-of-way line of said Hero Way, with the north line of said Parcel 2A, and over and across said Tract 2, the following two (2) courses and distances:

1. Along a curve to the right, whose radius is **940.00** feet, whose arc length is **302.03** feet, and whose chord bears **S83°42'38"W**, a distance of **300.73** feet to a 1/2-inch iron rod with "Pape Dawson" cap found for a point of tangency hereof, and
2. **N87°06'15"W**, a distance of **19.78** feet to the **POINT OF BEGINNING** and containing 1.7873 Acre (77,856 Square Feet) more or less.

Notes:

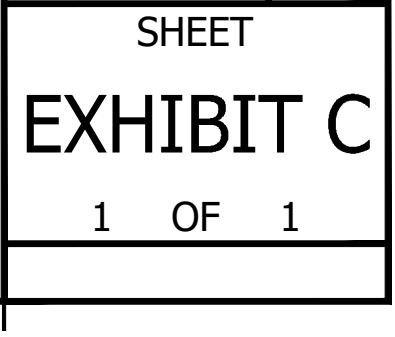
All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000136796044. See attached sketch (reference drawing: 01286.dwg.)



9/3/2021

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC





Leah Bojo
lbojo@drennergroupp.com
512-807-2918

DRENNER GROUP

March 2, 2022

«Owner»
«Address»
«City», «State» «Zip»

Re: The 43.07-acre piece of property known as tax parcels #R031601 and #R031325 located on Hero Way, in Leander, Williamson County, Texas (the "Property")

To Whom It May Concern:

As representatives of the owner of the Property, we are providing you with notice of our intent to submit a PUD Zoning Change application and associated Conceptual Site Layout and Land Use Plan with the City of Leander. The project is titled "House Tract PUD", consists of 43.07 acres of undeveloped land (see attached image showing location). The Property is within the Leander Transportation Oriented District (TOD) and is zoned PUD-TOD with following four SmartCode Sector designations: CD-Conventional Sector, S1-General Sector, S2-Station Sector, and OS-Open Space in the City of Leander TOD SmartCode. The Property does not have a Transect designation.

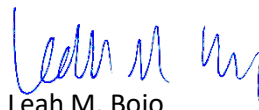
The TOD PUD zoning amendment application requests to change the zoning from TOD-PUD (Transportation Oriented District – Planned Unit Development) to PUD (Planned Unit Development) with a composite zoning base district of SFT-Type 2-A (Single-Family Townhouse – Site Component Type 2-Architectural Component Type A), as allowed by City Ordinance No. 20-014-00.

The proposed zoning amendment is for a 302-single-family townhome residential project. The Property is designated as Urban-Mixed Use in the City of Leander's Comprehensive Plan. The requested zoning designation and proposed use are considered appropriate for an Urban-Mixed Use designation per the Comprehensive Plan's Urban Mixed-Use appropriate use table.

The Property is split into three distinct areas by the Brushy Creek Main Branch that cuts through the site. These three areas will be developed as one development. The 17.76-acre portion of the Property that is significantly constrained by floodplain is proposed to be dedicated as public parkland. This contribution of parkland is intended for the proposed Brushy Creek Main Branch Trailway identified in the City of Leander Parks Masterplan.

The City of Leander will send out a zoning change request notice separately, notifying you of public hearings that will be conducted. Below you will find my contact information. Please do not hesitate to contact me with any questions you may have regarding this project.

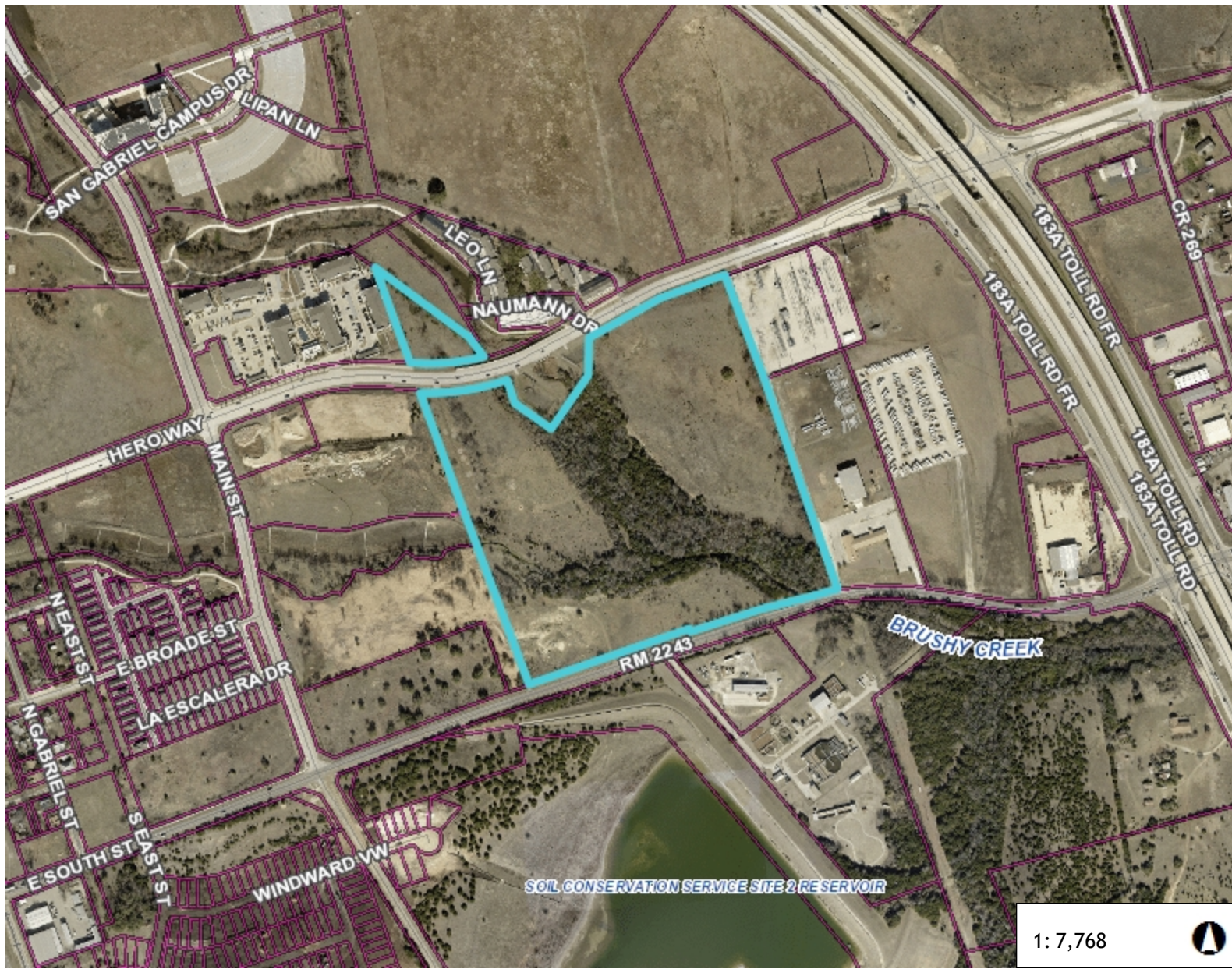
Sincerely,



Leah M. Bojo

Email: lbojo@drennergroupp.com

Phone: 512-807-2918



Legend

- Address
- Streets
- + Railroads
- WCAD Parcels

Notes

0.2 0 0.12 0.2 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.; Williamson County, Texas 2015

Layout: 8.5 X 11 inches

This map and data are for general planning purposes only. The basemap conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Created: 02/28/2022

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

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

A letter from the applicant's agent was sent out to all property owners within 500 feet of the subject property prior to submittal notifying the property owners of the intent to file a TOD PUD Zoning Change Application with the City of Leander. A copy of the letter and a list of property owners has been submitted with this application. The agent's contact information was provided under the signature of each letter.

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.

A list of the property owners within 500 feet of the subject property has been submitted with this application. No HOAs came up in the results provided.

3. What concerns were raised during these communications?

At this time no concerns have been made. The agent will continue to notify planning staff, the Planning and Zoning Commission, and City Council of communications and outreach regarding this case.

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

This zoning request is for a change to the base district of the property from TOD-PUD to PUD with a base district of SFT (Single-Family Townhouse) with modifications to the lot size, roof pitches and the addition of development standards for the proposed use. No changes to the request have been made or requested at this time.

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

Signature: _____

Date 03/10/2022

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CREATING THE HOUSE TRACT MIXED USE PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF SFT-2-A (SINGLE-TOWNHOUSE), CH-2-A (COTTAGE HOUSING), AND LC-2-B (LOCAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 43.0658 acres $\pm$; being more particularly described in Exhibit "B"; located generally located 1,000 feet to the east of the intersection of Main Street and Hero Way on the southside of Hero Way; identified by Williamson Central Appraisal District tax identification number R031601 and R031325; more particularly described in Instrument Number 2022071653; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the House Tract Mixed Use PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouse), CH-2-A (Cottage Housing), and LC-2-B (Local Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan

attached as Exhibits “A”, “B”, and “C” which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 16th day of November, 2023.

FINALLY PASSED AND APPROVED on this the 7th day of December, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



**MINUTES
PLANNING & ZONING COMMISSION
CITY OF LEANDER, TEXAS**

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

September 28, 2023 at 6:00 PM



Place 1 – Donnie Mahan, *Chair*
Place 2 – John Cosgrove
Place 3 – Ron May
Place 4 – Deirdre Moss

Place 5 – James Oliver
Place 6 – Laura Lantrip, *Vice-Chair*
Place 7 – Vacant

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

1. Call to Order at 6:00 p.m.
2. Roll Call.
All Commissioners were present except Commissioner Cosgrove.
3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the September 21, 2023 meeting
4. Review of meeting protocol.
5. Citizen Comments: Three (3) minutes allowed per speaker.
No one wished to speak.

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case PP-23-0036 to approve the Leander Estates Preliminary Plat Revision on three parcels of land approximately 210.6 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R560185 and R560184; and Travis Central Appraisal District Parcel 905245; generally located at the north west corner of CR 280 and the future extension of Lakeline Blvd., Leander, Williamson and Travis Counties, Texas.
7. Approval of an extension to the expiration for Subdivision Case 20-TOD-PICP-010 East Street Construction Plans for 3.05 acres more or less; generally located on the north side of Hero Way between US 183 and Main Street, Leander, Williamson County, Texas.
8. Approval of Minutes.

Motion made by Commissioner James Oliver, seconded by Commissioner Ron May to approve the Consent Agenda items 6 through 8.

AYE: Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan,
Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

PUBLIC HEARING: ACTION

9. Conduct a Public Hearing and consider action regarding Zoning Case Z-22-0024 to amend the current zoning of PUD/TOD (Planned Unit Development, Transit Oriented Development District) with the OS (Open Space Sector), CD (Conventional Development Sector), S1 (General Sector), and S2 (Station Sector) to adopt the House Tract Mixed Use PUD (Planned Unit Development) with the SFT-2-A (Single-Family Townhouse), CH-2-A (Cottage Housing), and LC-2-B (Local Commercial) base zoning districts on two parcels of land approximately 43.07 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031601 and R031325; and generally located 1,000 feet to the east of the intersection of Main Street and Hero Way on the southside of Hero Way, Leander, Williamson County, Texas.

Discuss and consider action regarding Zoning Case Z-22-0024 as described above.

Motion made by Chair Donnie Mahan, seconded by Commissioner Ron May to deny the zoning request.

AYE: Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan,
Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

10. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0085 to amend the current zoning of SFR-1-B (Single-Family Rural) and SFS-2-B (Single-Family Suburban) to SFS-2-B (Single-Family Suburban) on two parcels of land approximately 15 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R082172 and R082171; and more commonly addressed as 300 Private Road 921, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0085 as described above.

Submitted via the website in opposition to the zoning request.

Raj Garimilla, 913 Almeria Bend
Narendhar Taada, 1005 Almeria Bend
Dinesh Kajjam, 920 Almeria Bend
Srujan Kumar Vemulapally, 917 Almeria Bend

Motion made by Vice Chair Laura Lantrip, seconded by Commissioner James Oliver to approve the zoning request.

AYE: Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan,
Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

REGULAR AGENDA

11. Discuss and consider action on Tree Removal Case TRP-23-0017 regarding removal of one heritage tree and eight significant trees associated with the Harmony School Site Development Project located at 3250 Hero Way, Leander, Williamson County, Texas.

Motion made by Commissioner James Oliver, seconded by Commissioner Deirdre Moss to approve the removal of one heritage tree and eight significant trees.

AYE: Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan,
Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

12. Adjournment at 6:41 p.m.

APPROVED:


CHAIRMAN MAHAN

ATTEST:


ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY

To: Dara Crabtree
Subject: RE: Public Comments Request

Caution: This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe. When in doubt, please notify IT Department staff.

Submitted on Thursday, September 28, 2023 - 10:26am Form: Public Comments Request Form ID: 15331

Submission ID: 140006 Submitted values are:

Full Name Dinesh Kajjam

Do you live within Leander city limits? Yes

Home Address 920 Almeria Bend, Leander, TX 78641

Phone Number 716-445-7363

My comments apply to the following regular meeting: Planning and Zoning Commission

My comments apply to the following meeting date Thu, 09/28/2023

My agenda item or case number Z-23-0085

My position on the above agenda item or case number I am AGAINST this item.

I want to include comments at the meeting Yes. But I only want my written comments added to the meeting record.

My comments (optional)

Hello,

I am against this project because below items.

1. 300 Private Rd 921 is located on a slope and is on top of the hill; The lot slopes in all directions. When the Truth Life companies present the future map, it shows a detention pond only on the East side. The homes on the back of Almeria Bend streets will receive all rain water from the gutter of the homes that will be built into our lots.
2. Raider way extension traffic analysis was done in 2019 where this community is not accounted for.
3. There will be a lot of tree removal and wildlife shit.

I want to upload a file with this form No

The results of this submission may be viewed at:

<https://www.leandertx.gov/node/15331/submission/140006>

To: Dara Crabtree; Cory Dale; Justin W. Hunt; Michael Chenausky; Michael Neu; Robin Griffin; Veronica Tovar
Subject: RE: Public Comments Request

Caution: This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe. When in doubt, please notify IT Department staff.

Submitted on Thursday, September 28, 2023 - 7:54am Form: Public Comments Request Form ID: 15331 Submission ID: 140004 Submitted values are:

Full Name srujan kumar vemulapally

Do you live within Leander city limits? Yes

Home Address 917 Almeria Bend

Phone Number 8137083040

My comments apply to the following regular meeting: Planning and Zoning Commission

My comments apply to the following meeting date Thu, 09/28/2023

My agenda item or case number Z-23-0085

My position on the above agenda item or case number I am AGAINST this item.

I want to include comments at the meeting Yes. But I only want my written comments added to the meeting record.

My comments (optional)

Added traffic on rider way and there is no plan to rain water management to stop flowing towards almeria bend street.

I want to upload a file with this form No

The results of this submission may be viewed at: <https://www.leandertx.gov/node/15331/submission/140004>



EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-23-0081 to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development – Conventional Development Sector) to adopt the CR 269 and Hero Way Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial) on one (1) parcel of land approximately 4.15 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R346169; and more commonly addressed as 1548 and 1550 CR 269, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0081 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

09/22/2005 Approval of TOD Zoning

10/26/2023 Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

LJA Engineering (Charles R Hager, V, PE) on behalf of GP Liberty Hill, LLC (Harold L Chapman, JR)

RECOMMENDATION:

Staff recommends approval. The Planning & Zoning Commission unanimously recommended approval of the request during the October 26, 2023 meeting.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Z-23-0081 Att 1 Planning Analysis - CR 269 & Hero Way

2. Z-23-0081 Att 2 Current Zoning - CR 269 & Hero Way
3. Z-23-0081 Att 3 FLU Map - CR 269 & Hero Way
4. Z-23-0081 Att 4 Public Notification - CR 269 & Hero Way
5. Z-23-0081 Att 5 Proposed Zoning - CR 269 & Hero Way
6. Z-23-0081 Att 6 Aerial Map - CR 269 & Hero Way
7. Z-23-0081 Att 7 CR 269 & Hero Way Minor PUD Notes
8. Z-23-0081 Att 8 CR 269 & Hero Way Letter of Intent
9. Z-23-0081 Att 9 CR 269 & Hero Way Neighborhood Outreach
10. Z-23-0081 Att 10 Ordinance
11. Z-23-0081 Att 11 Draft P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-23-0081
CR 269 & HERO WAY MINOR PUD

GENERAL INFORMATION

Owner/Agent: LJA Engineering (Charles R Hager, V, PE) on behalf of GP Liberty Hill, LLC (Harold L Chapman, JR).

Current Zoning: PUD/TOD-CD (Planned Unit Development/Transit Oriented Development – Conventional Development Sector)

Proposed Zoning: Adoption of the CR 269 & Hero Way Minor PUD (Planned Unit Development) with the following base zoning district:

GC-3-A (General Commercial)

Size and Location: The property is approximately 4.15 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R346169; and more commonly addressed as 1548 & 1550 CR 269, Leander, Williamson County, Texas.

Staff Contact: Justin Hunt, Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to develop the property with commercial, retail, and a gas station with a convenience store.

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

This property is currently included in our PUD/TOD and has a SmartCode designation of Conventional Development Sector. The next step in the process is for the applicant to submit a Minor PUD to establish the base zoning district. In this case, the applicant has requested to be removed from the SmartCode and apply the conventional zoning for the development.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	CD-Conventional Sector	Commercial Building

EAST	HC-5-D, HC-4-D, SFR-1-B	Les Industrial Park, Commercial Business, Single-Family House
SOUTH	Carson PUD – GC-3-A	Commercial Building
WEST	US 183 – Toll Road	US 183 – Toll Road

SURROUNDING AREA:

The property is surrounded by commercially zoned properties as well as one Interim Single-Family property. 183A Toll Road is to the West and CR 269 is to the east of the subject property.

PHYSICAL AND NATURAL FEATURES:

This property contains no significant tree cover and is relatively flat.

PROPERTY HISTORY:

The property was zoned 09/22/2005 under the PUD/TOD as part of the CD (Conventional Development) Sector.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- No previous zoning cases.

MAJOR CORRIDORS:

183A Toll Road is adjacent to the west and CR 269 is adjacent to the east of the subject property.

TRANSPORTATION PLAN REQUIREMENTS:

This property includes the future expansion CR 269. 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
183A Toll Road	Access Controlled	Commercial Corridor	400' ROW
CR 269	Collector	Commercial Corridor	64' ROW 2 Lanes

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- No previous subdivision cases.

EXISTING UTILITIES:

This property has access to water along CR 269 and wastewater along 183A Toll Road.

CURRENT LAND USES:

This property is currently undeveloped.

PROPOSED ZONING DISTRICT:**MINOR PUD – PLANNED UNIT DEVELOPMENT:**

The purpose and intent of the Minor Planned Unit Development (PUD) district is to designate a base zoning district that may allow or prohibit uses without granting significant waivers. The intent of this zoning request is to remove the property from the SmartCode and provide for the development of retail, a gas station with a convenience store through the base zoning of GC-3-A. The contents of this Minor PUD further explain and illustrate the overall function desired for this development.

USE COMPONENT**GC – GENERAL COMMERCIAL:**

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

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

SITE COMPONENT**TYPE 3:**

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

Intent:

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

ARCHITECTURAL COMPONENT**TYPE A:**

Features: 5 or more architectural features.

Intent:

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

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

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

Applicable Future Land Use categories**EMPLOYMENT CENTER**

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

The Employment Center area is focused on meeting the plan goals of an attractive, high-quality business environment for investors to bring to Leander and grow/diversify the tax base. It complements other nearby regional mixed-use areas, but provides opportunities for larger-footprint, single-tenant buildings that can accommodate numerous employees. These areas may be developed with an auto-oriented, traditional character, or in a mixed-use urban design. In a planned environment, upper-story vertical mixed-residential is encouraged along with limited, integrated high-density residential-only buildings. Such scenarios should be tightly regulated to ensure the proper mix.

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

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:**NOTIFICATION**

10/05/2023 - Public Notice on Hill Country News
 10/11/2023 - Mail Notification to Property Owners within 200'
 10/11/2023 - Public Hearing Signage Posted on Property
 10/26/2023 - Planning and Zoning Commission Public Hearing
 11/16/2023 - City Council Public Hearing & First Reading of the Ordinance
 12/07/2023 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

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

A neighborhood outreach was conducted via certified mailed letter. The letter, 500' property owner list, and neighborhood outreach form are included as attachment #9. Below is a list of comments/concerns that were discussed during the meeting:

- No objections.

The following changes were made to address issues discussed.

- No Changes

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

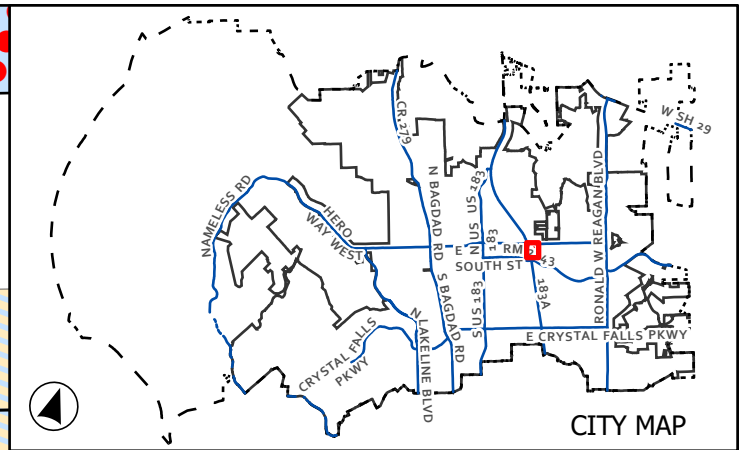
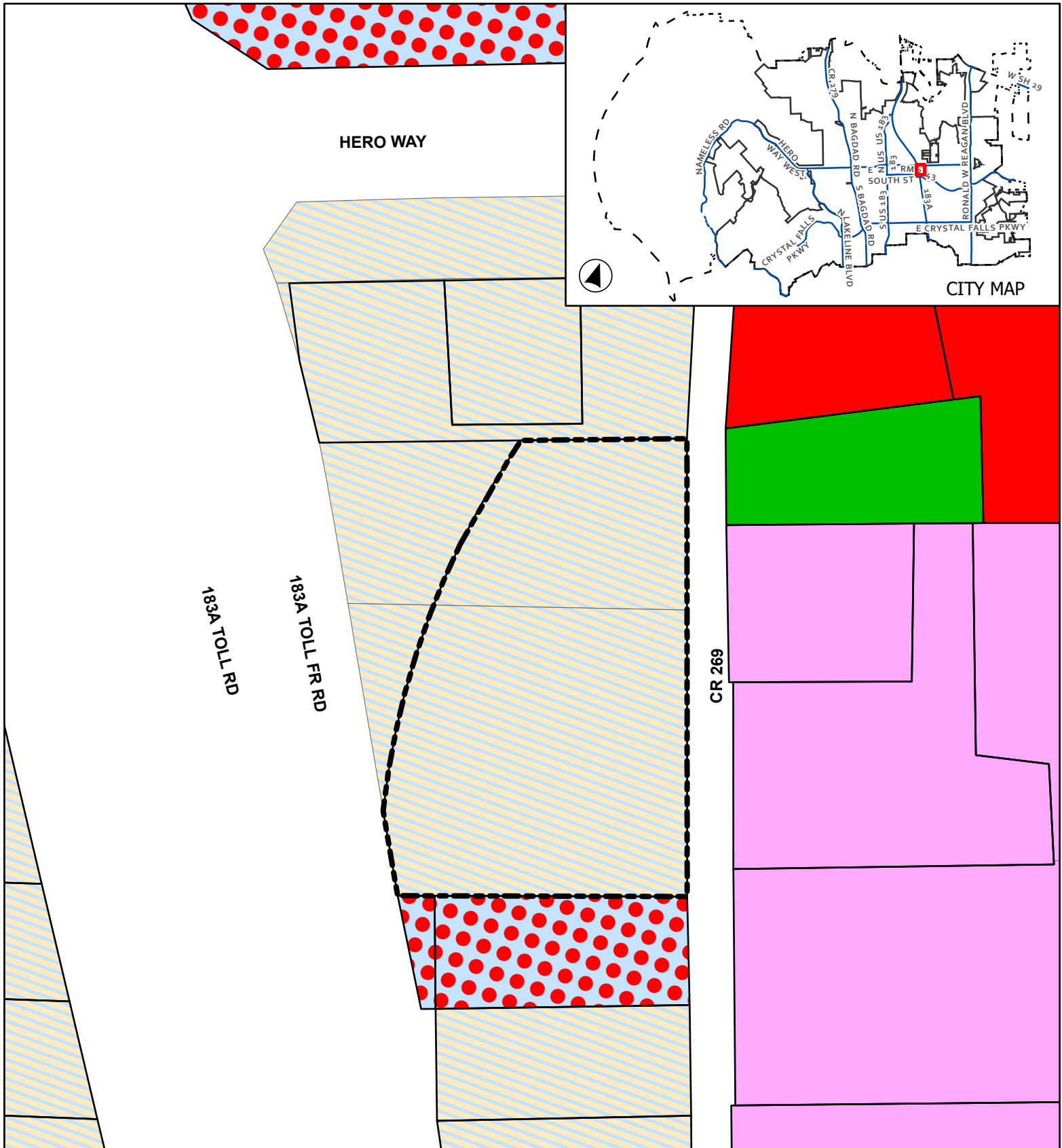
This zoning request is compatible with the existing zoning districts of surrounding properties as well as the future land use designation listed in the Comprehensive Plan Future Land Use Map.

This Planned Unit Development includes required, allowable, and prohibited uses.

The allowable uses shall include commercial, retail, restaurant, and/or convenience store with a gas station. The convenience store and gas station development shall also include a restaurant as part of the building. The remaining development shall include a minimum of 10,000 square feet of commercial, retail, and/or restaurant uses that are not associated with the gas station and convenience store.

Prohibited Uses:

- Animal hospital or animal boarding including a crematory associated with such use on site, or a crematory associated with a cemetery.
- Equipment and furniture or other similar goods sales, repair and service
- Farms or truck gardens, limited to the propagation and cultivation of plants and provided further that no poultry or livestock.
- Funeral home, including embalming and crematory facilities associated with an onsite funeral home or cemetery.
- Manufactured housing sales and accessory building sales.
- Office / warehouse including painting, plumbing or other similar commercial service.
- Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals.
- New vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop.
- Wholesale activities with less than 3,500 square feet of gross area of the business.
- Car wash.



CASE: Z-23-0081

ATTACHMENT 2

CR 269 & HERO WAY
MINOR PUD

Current Zoning

- | | |
|---------------------------|--------------------------------|
| Leander City Limits | PUD - General Commercial |
| SFR - Single-Family Rural | CD - Conventional Sector |
| GC - General Commercial | Subject Boundary |
| HC - Heavy Commercial | Extra-Territorial Jurisdiction |

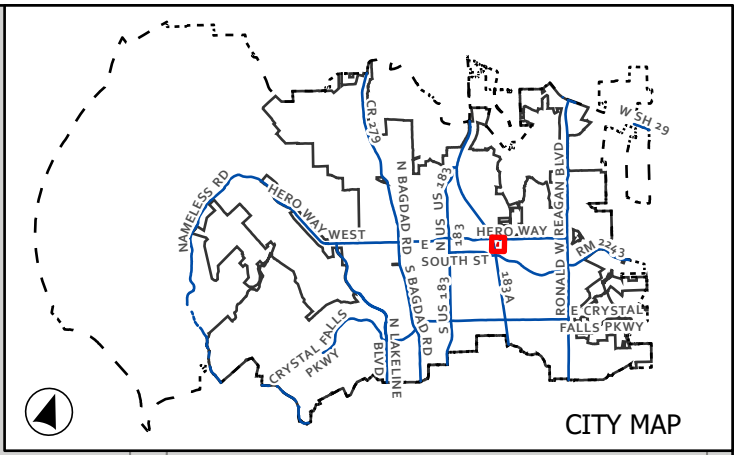
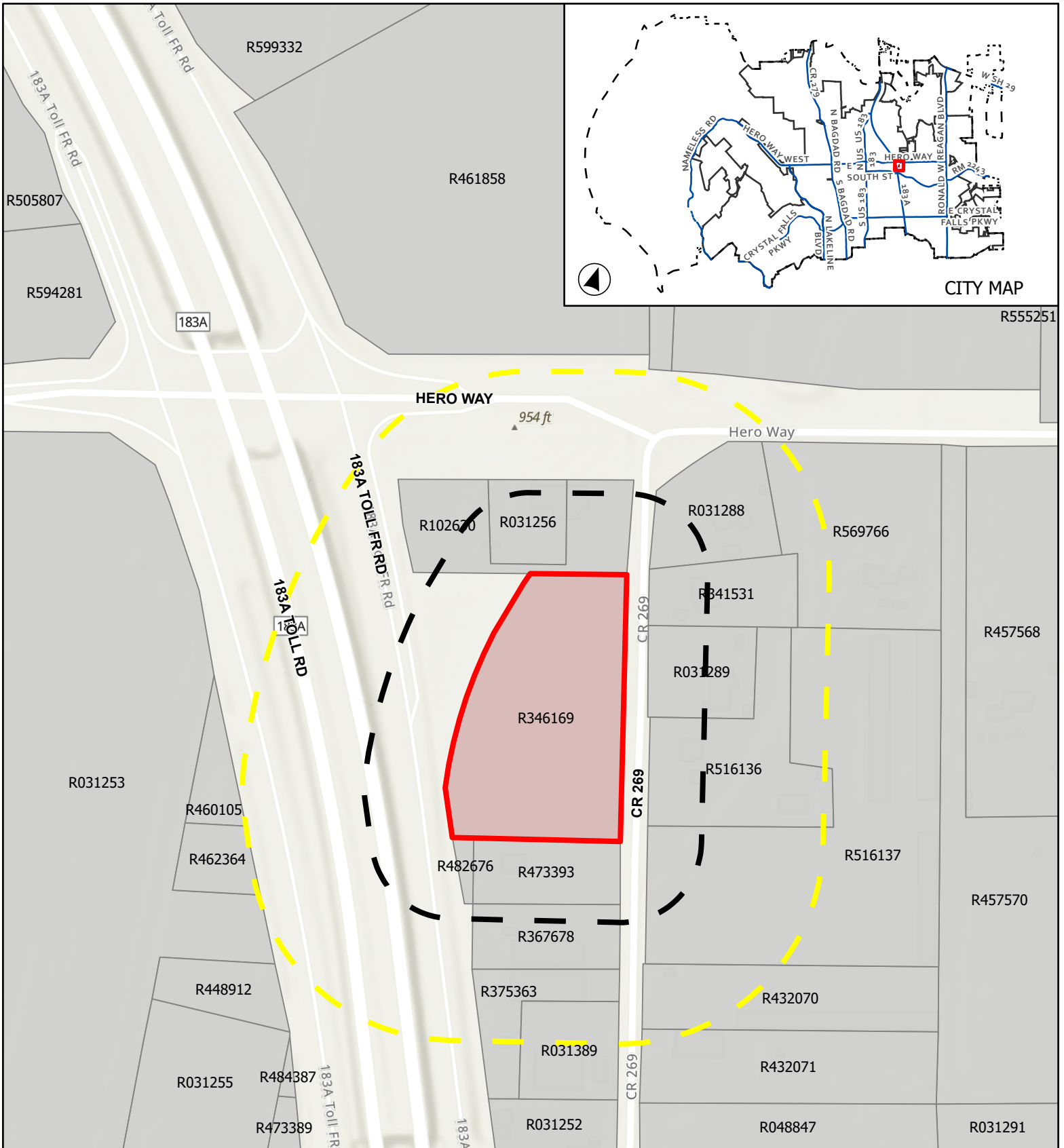


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Feet

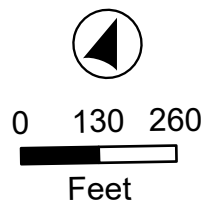
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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



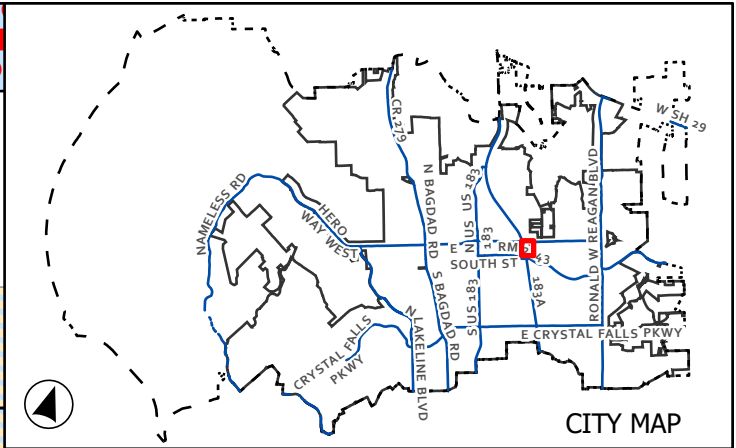
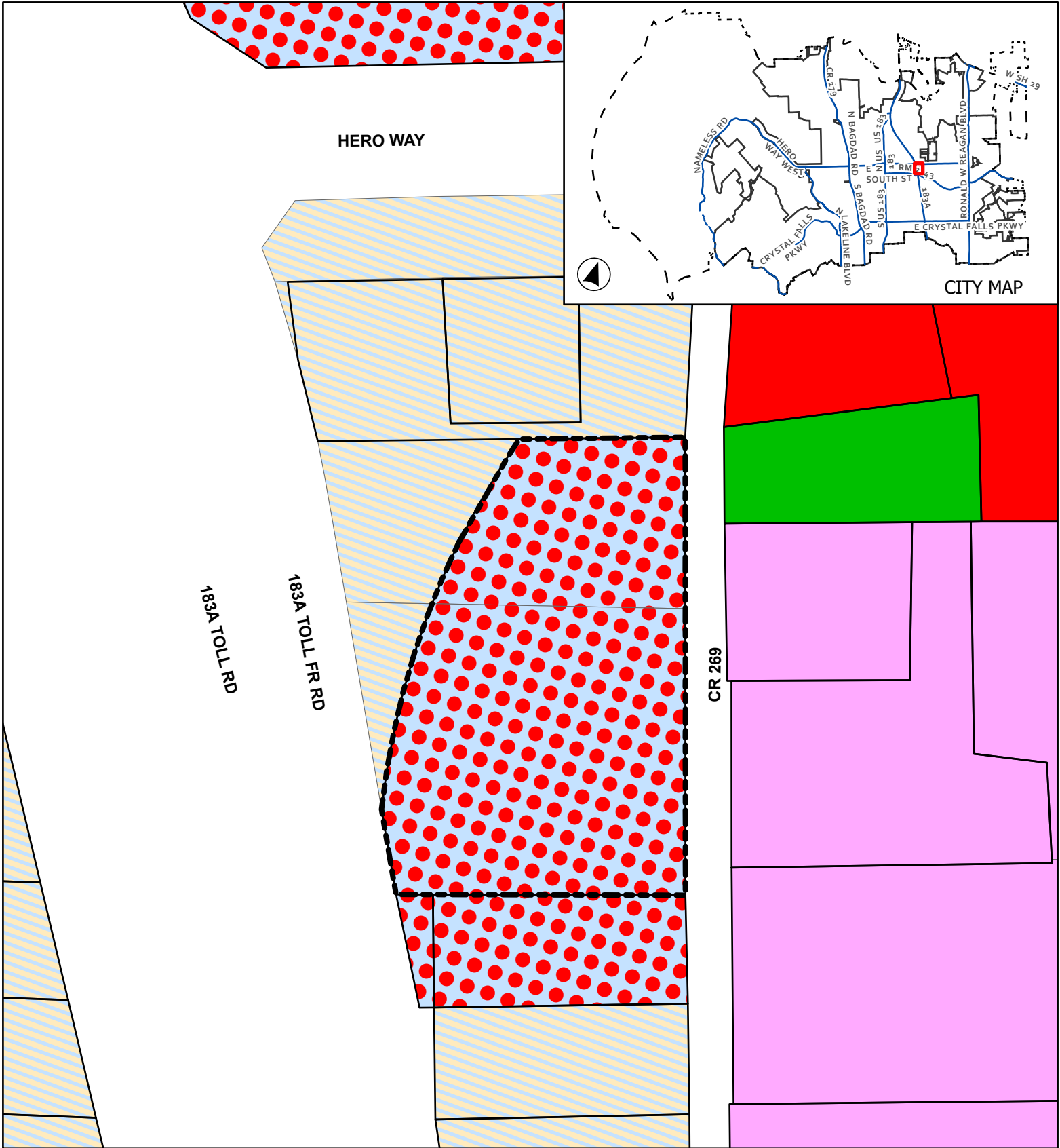
CASE: Z-23-0081 ATTACHMENT 4 CR 269 & HERO WAY MINOR PUD

Public Notification

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



- City Limits
- ETJ Boundary
- Notification Buffer
- 200'
- 500'
- Subject Boundary



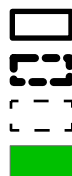
CASE: Z-23-0081

ATTACHMENT 5

CR 269 & HERO WAY
MINOR PUD

Proposed Zoning

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

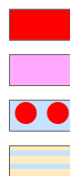


Leander City Limits

Subject Boundary

Extra-Territorial Jurisdiction

SFR - Single-Family Rural



GC - General Commercial

HC - Heavy Commercial

PUD - General Commercial

CD - Conventional Sector



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Feet



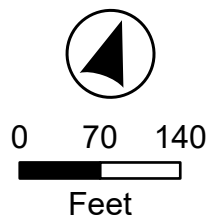
CASE: Z-23-0081

ATTACHMENT 6

CR 269 & HERO WAY
MINOR PUD

Aerial Map

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



- Leander City Limits
- Subject Boundary

EXHIBIT A

CR 269 & Hero Way Minor Planned Unit Development

A. Purpose and Intent

1. The CR 269 & Hero Way PUD is comprised of approximately 4.15 acres, as shown in **Exhibit B.** The development of this property includes a retail plaza, gas station with convenient store, and a car wash.

B. Applicability and Base Zoning

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

GC-3-A (General Commercial)

C. Required / Allowable / Prohibited Uses

1. The allowable uses shall include commercial, retail, restaurant, and/or convenience store with a gas station. The convenience store and gas station development shall also include a restaurant as part of the building. The remaining development shall include a minimum of 10,000 square feet of commercial, retail, and/or restaurant uses that are not associated with the gas station and convenience store.
2. The following uses shall be prohibited:
 - a. Animal hospital or animal boarding including a crematory associated with such use on site, or a crematory associated with a cemetery.
 - b. Equipment and furniture or other similar goods sales, repair and service
 - c. Farms or truck gardens, limited to the propagation and cultivation of plants and provided further that no poultry or livestock.
 - d. Funeral home, including embalming and crematory facilities associated with an on site funeral home or cemetery.
 - e. Manufactured housing sales and accessory building sales
 - f. Office / warehouse including painting, plumbing or other similar commercial service
 - g. Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals
 - h. New vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop.
 - i. Wholesale activities with less than 3,500 square feet of gross area of the business.
 - j. Car washes.



LJA Engineering, Inc.

7500 Rialto Boulevard
Building II, Suite 100
Austin, Texas 78735



Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

1550 CR 269
4.16-ACRES
LOCATION MAP
LEANDER, TX 78641

EXHIBIT

B

1 OF 1

Page 146 of 235

June 20, 2023

City of Leander Planning Department
Post Office Box 319
Leander, Texas 78646

Re: **CR 269 and Hero Way**
Letter of Intent for Minor PUD Zoning Change

To Whom it May Concern:

On behalf of GP Liberty Hill, LLC, the owner of 4.15 acres of land comprised of a portion of a 5.221-acre tract situated in the Elijah D. Harmon Survey, Abstract No. 6 in Williamson County, Texas, (Williamson County Tax Parcel ID R346169), we hereby are issuing this letter to summarize the need for a Minor Planned Unit Development (PUD) Zoning Change.

The property is currently zoned as CD-PUD/TOD (Ordinance #05-26-00) and is subject to the SmartCode. Since the desired uses include retail, a gas station with convenient store, and car wash, the City of Leander has requested we complete a Minor PUD application to establish a base zoning of GC-3-C (General Commercial – Site Component 3 – Architectural Component C). The goal is to follow all applicable requirements for the proposed zoning district to complete the project with the proposed land uses.

If you have any questions or comments, please do not hesitate to contact us at 512-439-4700 or chager@lja.com.

Sincerely,



Charles R. Hager V, P.E.
Senior Project Manager
LJA Engineering, Inc.

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.

LJA, on behalf of the owner/applicant, has contacted surrounding owners within 500' of the site via certified mail on June 22, 2023.

Certified mail receipts as well as the distributed letter and location map are included herein.

Please refer to the attachments listing addresses of properties notified and contact information.

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 is no HOA established for any of the surrounding properties.

Parcels R031289 and R341531 are the only lots zoned as residential.

Parcels R516136 and R031288 appear to be in residential use, but are not zoned as such.

To be sure all residential properties were contacted, letters were sent to every property within 500' of the site.

Please refer to the attachment listing contact information of the properties notified.

3. What concerns were raised during these communications?

We are waiting to hear back, and this information will be provided once received.

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

We are waiting to hear back, and this information will be provided once received.

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

Signature: CR Hagen Date 06/22/2023

June 22, 2023

Dear Neighbor,

In accordance with City of Leander notification procedures, you are receiving this notification letter to inform you of a new development proposed at:

1548 and 1550 CR 269, Leander, TX 78641 (Williamson CAD Tax Parcel ID: R346169)

This letter is a required form of community outreach to allow the applicant to receive initial feedback from neighbors. This process is intended to raise awareness of the proposed development, to identify issues regarding perceived impacts, and to resolve the issues in an inclusive manner.

The project will be located southeast of the intersection of 183A Frontage Road and Hero Way. A retail plaza, gas station with convenient store, and a car wash will be proposed on the project site. Please see the location map included herein.

If you have questions or concerns about the proposed developed, please contact those listed below:

Current Owner
GP Liberty Hill, LLC

trencherking@gmail.com
512-657-3675

Developer
SSA Investments

sohilhmak@gmail.com
512-665-1815

Civil Engineer
LJA Engineering, Inc.
Charles Hager, P.E.
chager@lja.com
512-439-4700

If you have questions about the general process for this application, please contact the City of Leander Planning Department at 512-528-2750 or online at <https://www.leandertx.gov/planning>.



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Phone 512.439.4700
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FRN - F-1386

1550 CR 269
4.16-ACRES
LOCATION MAP
LEANDER, TX 78641

EXHIBIT

1 OF 1

MAILING LIST - PROPERTY OWNERS WITHIN 500 FT

R102630, R031256
Frederick A Jay
418 Cool Pines Dr
Pagosa Springs, CO 81147-7874

R031288
Ant Savings Corp
201 Dawn River Cv
Austin, TX 78732

R341531
Aum Ventures LLC
11117 Conchos Cv
Austin, TX 78726-1474

R031289
Leticia C Wand (TOD) & Estate of Barry Wand
1551 CR 269
Leander, TX 78641

R516136
Bad Devl LLC
103 Raley Rd
Cedar Park, TX 78613

R516137
Les Construction Inc
1665 County Road 269
Leander, TX 78641-1513

R367678
Weems Investment LLC
1710 County Road 269
Leander, TX 78641

R473393, R482676, R462364
Mike Carson
15125 Rosanky Rd
Holland, TX 76534-5046

R461858
Roger Beasley Mazda Inc
6825 Burnet Rd
Austin, TX 78757

R395316, R330612
FM 269 Investors LLC
3604 Arrowhead Dr
Austin, TX 78731

R432070
RJS Investment Mgt Co LLC
17226 Erna Rd
London, TX 78654

R432071
Scott M. Buckley
c/o Empire Fence
1731 County Road 269
Leander, TX 78641-1517

R031389
Weldon Stephen & Tammy Walker
P.O. Box 982
Leander, TX 78646-0982

R375363
TX Walker Investments LLC
P.O. Box 982
Leander, TX 78646

R484387
9800 RR 2243 LLC
4102 Cat Mountain Dr
Austin, TX 78731

R031255
Robert S Ingram
11303 RR 2222
Austin, TX 78730

R448912
9800 RR 2243 LLC
4102 Cat Mountain Dr
Austin, TX 78731

R031253
Fab-Con Products Inc
P.O. Box 249
Leander, TX 78646

R460105
Mike & Clint Carson
800 Ridgmar Rd
Leander, TX 78641

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CREATING THE CR 269 & HERO WAY MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF GC-3-A (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 4.15 acres $\pm$; being more particularly described in Exhibit "B"; commonly addressed as 1548 & 1550 CR 269; identified by Williamson Central Appraisal District tax identification number R346169; more particularly described in Instrument Number 2016086336; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the CR 269 & Hero Way Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A" and "B" which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance

and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 16th day of November, 2023.
FINALLY PASSED AND APPROVED on this the 7th day of December, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



**MINUTES
PLANNING & ZONING COMMISSION
CITY OF LEANDER, TEXAS**

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

October 26, 2023 at 6:00 PM



Place 1 – Donnie Mahan, *Chair*
Place 2 – John Cosgrove
Place 3 – Ron May
Place 4 – Deirdre Moss

Place 5 – James Oliver
Place 6 – Laura Lantrip, *Vice-Chair*
Place 7 – Vacant

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

1. Call to Order at 6:00 p.m.
2. Roll Call.
All commissioners were present except Commissioner Ron May.
3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the October 19, 2023 meeting
4. Review of meeting protocol.
5. Citizen Comments: Three (3) minutes allowed per speaker.
No one wished to speak.

CONSENT AGENDA: ACTION

6. Approval of Minutes.

Motion made by Commissioner John Cosgrove, seconded by Commissioner Deirdre Moss to approve Consent Agenda item 6.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip,
Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

PUBLIC HEARING: ACTION

7. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0081 to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development – Conventional Development Sector) to adopt the CR 269 & Hero Way Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial) on one parcel of land approximately 4.15 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R346169; and more commonly addressed as 1548 & 1550 CR 269, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0081 as described above.

Motion made by Vice Chair Laura Lantrip, seconded by Commissioner Deirdre Moss to approve the zoning request.

Imran Sunesasa spoke in favor of this zoning request.

Suneel Vallabhaneni spoke in favor of this zoning request.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

8. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0083 to amend the current zoning of LC-2-B (Local Commercial) to adopt the Leander Business Center PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) on one parcel of land approximately 10.25 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031713; and more commonly addressed as 80 Mockingbird Hill, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0083 as described above.

Motion made by Commissioner James Oliver, seconded by Commissioner John Cosgrove to approve the zoning request.

Submitted via the website in favor of the zoning request:

Mark T. Monson 2812 Vista Heights Dr.

Bernard Robinsor 3708 Juniper Rim

Imran Sunesara 1905 Puccini Path

Terry Jacobs 2201 Bona Vista Way

Steven McKinney 200 Jennifer Lane

Jared Mauck 2967 Hero Way

Jack Johnson 960 Merrill Dr

Safan Dauva 1517 Sunset Vista Bnd

Anthony M. 203 Fossil Try

Aditya Gar 2112 Gabriel's Horn

Parveen Krishna 908 Azulejo Lagoon Drive

Kishore Chander 1125 Azul Lagoon Drive

Nijana Robinson 2401 Bravo Pass

Ro Redi 100 Captain Loop

Irfan Momin 2037 Bel Paese Bnd.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

9. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0087 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Titan Leander PUD (Planned Unit Development) with the base zoning district of HC-4-D (Heavy Commercial) on five parcels of land approximately 115.80 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R099758, R086290, R031580, R555207, and R108828; and generally located approximately 2,000 feet to the east of the intersection of 183A Toll Road and Hero Way, on the northside of Hero Way, Leander, Williamson County, Texas.
- Discuss and consider action regarding Zoning Case Z-23-0087 as described above.

Motion made by Commissioner John Cosgrove, seconded by Commissioner James Oliver to approve the zoning request.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

10. Ordinance Case OR-23-0011: Hold a public hearing and consider action on amending the Sign Ordinance to update Section 3.08.11 D. Sign Illumination to address illuminated white signs, update Section 3.08.12 A. Temporary Signs to add temporary neighborhood signs, and Section 3.08.013 Master Sign Plan, and to provide for related matters; Leander, Williamson & Travis Counties, Texas. Applicant: City of Leander.
- Discuss and consider action regarding Ordinance Case OR-23-0011 as described above.

Motion made by Vice Chair Laura Lantrip, seconded by Commissioner Deirdre Moss to approve the sign ordinance.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

REGULAR AGENDA

11. Adjournment at 6:33 p.m.

APPROVED:

CHAIRMAN MAHAN

ATTEST:

VERONICA TOVAR
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Conduct a Public Hearing on the First Reading of an Ordinance regarding the Titan Leander Annexation Case A-23-0009 regarding the voluntary annexation of 92.319 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R099758, R086290, R031580, R555207, and R108828; and generally located approximately 2,000 feet to the east of the intersection of 183A Toll Road and Hero Way, on the north side of Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Annexation Case A-23-0009 as described above.

BACKGROUND:

A resolution was adopted on November 2, 2023 and commenced the voluntary annexation of 92.319 acres $\pm$ as described above. The resolution set the public hearing for November 16, 2023 and the readings of the ordinance for November 16, 2023 and December 7, 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.

HISTORY/TIMELINE:

11/02/2023 Resolution Adopted

APPLICANT/AGENT:

Titan Property Management, LLC (Sal Perdomo) on behalf of John Kirkpatrick, Linda Kirkpatrick, Edward Kirkpatrick, and Emogene M. Champion, Trustee of the Albert R Equivalent Trust Champion Exemption

RECOMMENDATION:

Staff recommends approval. The next item on the agenda is the zoning case associated with this development. Action on this item does not approve the zoning or the annexation.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. A-23-0009 Att 1 Titan Resolution
2. A-23-0009 Att 2 Location Map Titan
3. A-23-0009 Att 3 Titan Annexation Schedule
4. A-23-0009 Att 4 Annexation Petition
5. A-23-0009 Att 5 Titan Annexation Ordinance

RESOLUTION NO. 23-022-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 92.319 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 in **Exhibit A** attached hereto and incorporated by reference herein (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:

92.319 acres +/- acre parcel of land in the Talbot Chambers Survey, Abstract No. 125,
in Williamson County, Texas

A public hearing has been set for the date of the 16th day of November, 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 2nd day of November 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS


Dara Crabtree, City Secretary

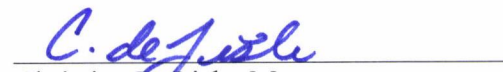

Christine DeLisle, Mayor



Exhibit A

SUBJECT PROPERTY DESCRIPTION

**APPROXIMATELY 92.319 ACRES OF THE 115.817 ACRE +/- TRACT OF LAND DESCRIBED
IN THE HEREINBELOW METES AND BOUNDS DESCRIPTION ATTACHED HERETO
HEREIN THAT LIES IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF
LEANDER TEXAS.**

Exhibit B

Service Agreement

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 John Kirkpatrick and Edward Kirkpatrick, as trustees of the Albert R. Champion Exemption Equivalent Trust, (“Landowners”). The City and the Landowners may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Landowners, the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, 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 Landowners 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:

I. 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 Landowners 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:

- 1) Inspection of water distribution lines as provided by statutes of the State of Texas.
- 2) 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:

- 1) Inspection of sewer lines as provided by statutes of the State of Texas.
- 2) 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:

- 1) 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.
- 2) 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;
- 3) The outer boundaries of the Subject Property abut existing roadways. The Landowners 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 Landowners 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 2 day of November, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS



Dara Crabtree, City Secretary



Isaac Turner, Interim City Manager

LANDOWNER(S):

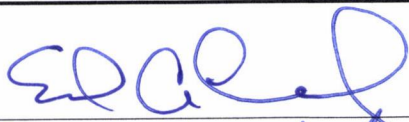
By: John A. Kirkpatrick
Name (print): John A. Kirkpatrick
Title: Executor
Date: 10-24-23

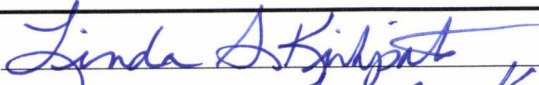
By: John A. Kirkpatrick
Name (print): John A. Kirkpatrick
Title: Trustee
Date: 10-24-23

By: John A. Kirkpatrick
Name (print): John A. Kirkpatrick
Title: Individual
Date: 10-24-23

By: Edward A. Kirkpatrick
Name (print): Edward A. Kirkpatrick
Title: Trustee
Date: 10-24-23

LANDOWNER(S):

By: 
Name (print): Edward A. Kirkpatrick
Title: Individual
Date: 10-24-23

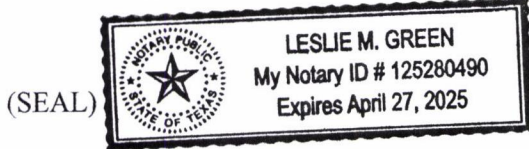
By: 
Name (print): Linda S. Kirkpatrick
Title: Individual
Date: 10-24-23

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

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

THE STATE OF TEXAS §
COUNTY OF Williamson §

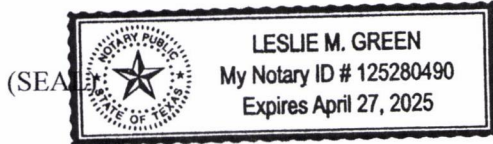
This instrument was acknowledged before me on this 24th day of October, 2023, by John A Kirkpatrick Executor of Albert R., a _____ company, on behalf of said company. Champion Exemption Equivalent Trust



Leslie M. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF Williamson §

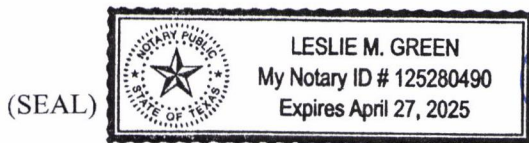
This instrument was acknowledged before me on this 24th day of October, 2023, by John A Kirkpatrick Trustee of Albert R., a _____ company, on behalf of said company. Champion Exemption Equivalent Trust



Leslie M. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 24th day of October, 2023, by John A Kirkpatrick Individual of _____, a _____ company, on behalf of said company. to



Leslie M. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF Williamson §

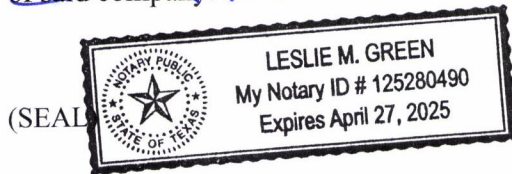
This instrument was acknowledged before me on this 24th day of October, 2023, by Edward Kirkpatrick Trustee of Albert R., a _____ company, on behalf of said company. Champion Exemption Equivalent Trust



Leslie M. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF Williamson §

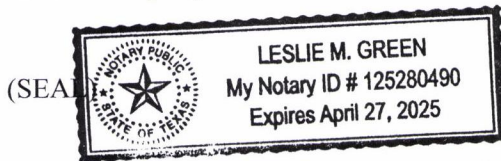
This instrument was acknowledged before me on this 24th day of October, 2023, by Edward Kirkpatrick, Individual of _____, a _____ company, on behalf of said company.



Leslie M. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF Williamson §

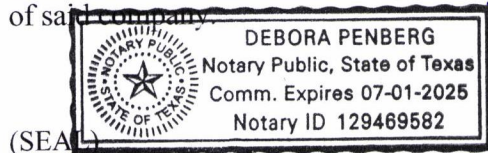
This instrument was acknowledged before me on this 24th day of October, 2023, by Linda Kirkpatrick, Individual of _____, a _____ company, on behalf of said company.



Leslie M. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this 2nd day of November, 2023, by Isaac Turner, Interim City Manager of Leander a _____ company, on behalf of said company.



Debora Penberg
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF _____ §

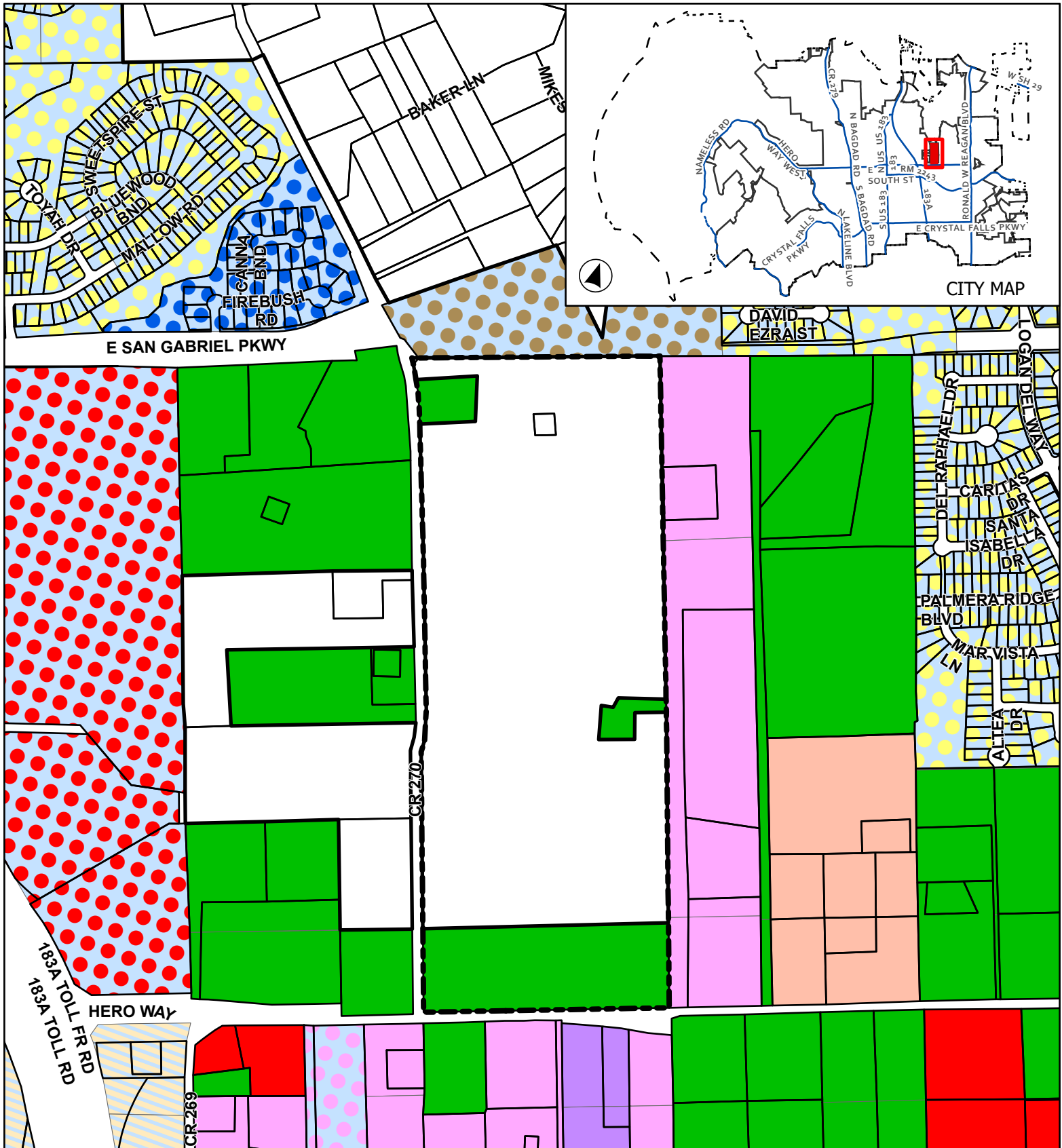
This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ of _____, a _____ company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

Subject Property

APPROXIMATELY 92.319 ACRES OF THE 115.817 ACRE +/- TRACT OF LAND DESCRIBED IN THE METES AND BOUNDS DESCRIPTION ATTACHED HERETO AS EXHIBIT A AND INCORPORATED BY REFERENCE HEREIN THAT LIES IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LEANDER TEXAS.



CASE: A-23-0009

ATTACHMENT 2

TITAN LEANDER
ANNEXATION

Current Zoning

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

- Leander City Limits
- SFR - Single-Family Rural
- LO - Local Office
- GC - General Commercial
- HC - Heavy Commercial
- HI - Heavy Industrial
- PUD - Single-Family
- PUD - Multi-Family
- PUD - Mixed Use
- PUD - General Commercial
- PUD - Heavy Commercial
- CD - Conventional Sector
- Subject Boundary
- Extra-Territorial Jurisdiction



0 255 510



Feet

**Schedule for Voluntary Annexation
92.319 +/- ACRES IN WILLIAMSON COUNTY**

DATE	ACTION/EVENT	LEGAL AUTHORITY
Thursday, November 2, 2023*	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - AND SETS A PUBLIC HEARING FOR Thursday, November 16, 2023	Loc. Gov't Code, §43.0671
Thursday, November 2, 2023 * Publish notice of Public Hearing. & Send notice to school district and to each public entity. [Noon, Friday October 26, 2023– Deadline to send notice to paper]	NEWSPAPER NOTICE RE: PUBLIC HEARING; (Certified Notice to Railroad - if railroad company's right-of-way is in the area proposed for annexation.) POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE. SCHOOL DISTRICT NOTICE. Notify each school district of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u> PUBLIC ENTITY NOTICES. Notify each public entity that is located in or provides services to the area proposed for annexation. Public Entity includes: a county (Williamson/Travis), a fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district (MUD, WCID, or other district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution) - of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u>	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673 Loc. Gov't Code, §§43.905 & 43.9051 ; send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing.
Thursday, November 16, 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, November 16, 2023	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Loc. Gov't Code, §43.0673
Thursday, December 7, 2023 Or at a special called meeting after the First Reading; Or within 90 days of First Reading.	SECOND & FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	Williamson County ESD No. 5: Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable 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 (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 A** 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:

92.319 acres +/- acre parcel of land in the Talbot Chambers Survey, Abstract
No. 125, in 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 A**.

SECTION THREE: Acknowledges executing and entering into the agreement, attached hereto as Exhibit A, 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 A.

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 2nd day of November 2023, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioners:

By: John A. Kirkpatrick
Name: John A. Kirkpatrick
Title: Executor

By: John A. Kirkpatrick
Name: John A. Kirkpatrick
Title: Trustee

By: Edward A. Kirkpatrick
Name: Edward A. Kirkpatrick
Title: Trustee

By: John A. Kirkpatrick
Name: John A. Kirkpatrick
Title: Individual

SECTION THREE: Acknowledges executing and entering into the agreement, attached hereto as **Exhibit A**, 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 A**.

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 2nd day of November 2023, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioners:

By: [Signature]
Name: Edward A. Kirkpatrick
Title: Individual

By: [Signature]
Name: Linda S. Kirkpatrick
Title: Individual

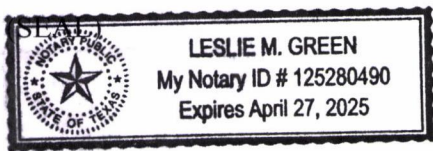
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John A Kirkpatrick, Executor, 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 24th day of October 2023.



Leslie M. Green
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John A Kirkpatrick, Trustee, 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 24th day of October 2023.

(SEAL)

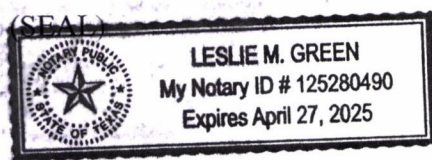


Leslie M. Green
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Edward Kirkpatrick, Trustee, 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 24th day of October 2023.



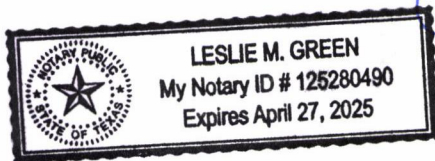
Leslie M. Green
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John A. Kirkpatrick, 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 24th day of October 2023.

(SEAL)

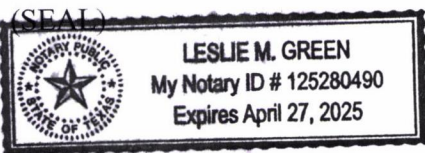


Leslie M. Green
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Edward Kirkpatrick, 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 2nd day of October 2023.



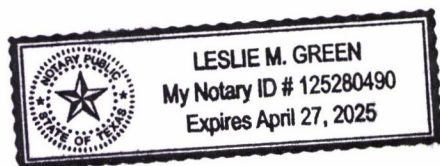
Leslie M. Green
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Linda Kirkpatrick, 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 2nd day of October 2023.

(SEAL)



Leslie M. Green
Notary Public - State of Texas

Exhibit A
SERVICE AGREEMENT
(SEE ATTACHED)

SERVICE AGREEMENT
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 John Kirkpatrick and Edward Kirkpatrick, as trustees of the Albert R. Champion Exemption Equivalent Trust, ("Landowners"). The City and the Landowners may be referred to herein singularly as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, upon the request of the Landowners, the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, 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 Landowners 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:

I. 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 Landowners 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:

- 1) Inspection of water distribution lines as provided by statutes of the State of Texas.
- 2) 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:

- 1) Inspection of sewer lines as provided by statutes of the State of Texas.
- 2) 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:

- 1) 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.
 - 2) 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;
 - 3) The outer boundaries of the Subject Property abut existing roadways. The Landowners 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 Landowners 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 2 day of November, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS



Dara Crabtree, City Secretary



Isaac Turner, Interim City Manager

LANDOWNER(S):

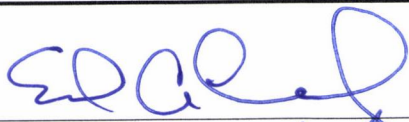
By: John A. Kirkpatrick
Name (print): John A. Kirkpatrick
Title: Executor
Date: 10-24-23

By: John A. Kirkpatrick
Name (print): John A. Kirkpatrick
Title: Trustee
Date: 10-24-23

By: John A. Kirkpatrick
Name (print): John A. Kirkpatrick
Title: Individual
Date: 10-24-23

By: Edward A. Kirkpatrick
Name (print): Edward A. Kirkpatrick
Title: Trustee
Date: 10-24-23

LANDOWNER(S):

By: 
Name (print): Edward A. Kirkpatrick
Title: Individual
Date: 10-24-23

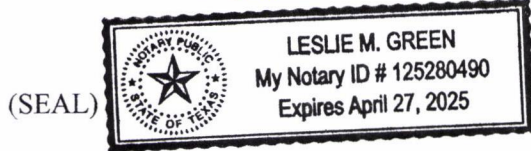
By: 
Name (print): Linda S. Kirkpatrick
Title: Individual
Date: 10-24-23

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

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

THE STATE OF TEXAS §
COUNTY OF Williamson §

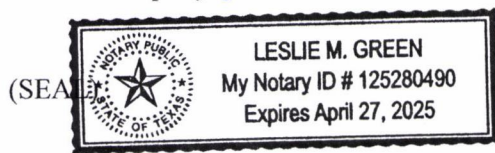
This instrument was acknowledged before me on this 24th day of October, 2023, by John A Kirkpatrick Executor of Albert R., a Champion Exemption Equivalent Trust company, on behalf of said company. yes



Leslie M. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF Williamson §

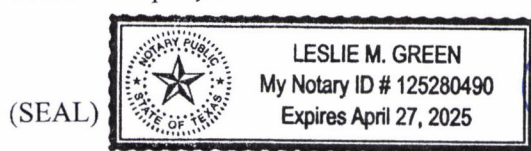
This instrument was acknowledged before me on this 24th day of October, 2023, by John A Kirkpatrick Trustee of Albert R., a Champion Exemption Equivalent Trust company, on behalf of said company. yes



Leslie M. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF Williamson §

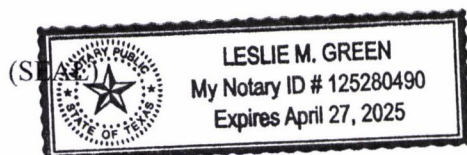
This instrument was acknowledged before me on this 24th day of October, 2023, by John A Kirkpatrick Individual of Albert R., a Champion Exemption Equivalent Trust company, on behalf of said company. no



Leslie M. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 24th day of October, 2023, by Edward Kirkpatrick Trustee of Albert R., a Champion Exemption Equivalent Trust company, on behalf of said company. yes

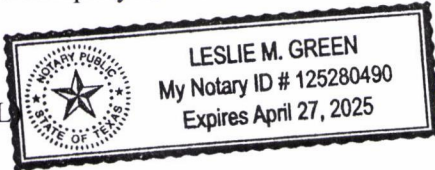


Leslie M. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 24th day of October, 2023, by Edward Kirkpatrick, Individual of _____, a _____ company, on behalf of said company.

(SEAL)

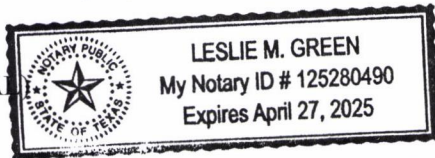


Leslie M. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 24th day of October, 2023, by Linda Kirkpatrick, Individual of _____, a _____ company, on behalf of said company.

(SEAL)

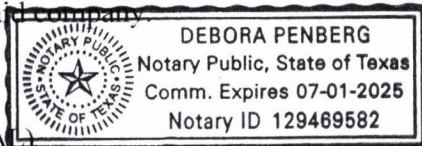


Leslie M. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this 2nd day of November, 2023, by Isaac Turner, Interim City Manager of Leander a _____ company, on behalf of said company.

(SEAL)



Debora Penberg
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF _____ §

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

(SEAL)

Notary Public, State of Texas

EXHIBIT A
SEE ATTACHED

Subject Property

APPROXIMATELY 92.319 ACRES OF THE 115.817 ACRE +/- TRACT OF LAND DESCRIBED IN THE METES AND BOUNDS DESCRIPTION ATTACHED HERETO AS EXHIBIT A AND INCORPORATED BY REFERENCE HEREIN THAT LIES IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LEANDER TEXAS.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING APPROXIMATELY 92.319 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:

92.319 acres +/- acre parcel of land in the Talbot Chambers Survey, Abstract No. 125, in Williamson County, Texas, 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 ____ day of _____, 2023.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2023.

ATTEST: **CITY OF LEANDER, TEXAS**

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit “A”

**APPROXIMATELY 92.319 ACRES OF THE 115.817 ACRE +/- TRACT OF LAND DESCRIBED IN THE
HEREINBELOW METES AND BOUNDS DESCRIPTION ATTACHED HERETO THAT LIES IN THE
EXTRATERRITORIAL JURISDICTION OF THE CITY OF LEANDER TEXAS.**

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

[Insert executed Agreement]



EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-23-0087 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Titan Leander PUD (Planned Unit Development) with the base zoning district of HC-4-D (Heavy Commercial) on five (5) parcels of land approximately 115.80 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R099758, R086290, R031580, R555207, and R108828; and generally located approximately 2,000 feet to the east of the intersection of 183A Toll Road and Hero Way, on the north side of Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0087 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

10/26/2023 Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Titan Property Management, LLC (Sal Perdomo) on behalf of John Kirkpatrick, Linda Kirkpatrick, Edward Kirkpatrick, and Emogene M. Champion, Trustee of the Albert R Equivalent Trust Champion Exemption

RECOMMENDATION:

Staff recommends approval of the zoning request. The Planning & Zoning Commission unanimously recommended approval during the October 26, 2023 meeting.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Z-23-0087 Att 1 Planning Analysis

2. Z-23-0087 Att 2 Curent Zoning - Titan Leander Minor PUD
3. Z-23-0087 Att 3 FLU Map - Titan Leander Minor PUD
4. Z-23-0087 Att 4 Public Notification - Titan Leander Minor PUD
5. Z-23-0087 Att 5 Proposed Zoning - Titan Leander Minor PUD
6. Z-23-0087 Att 6 Aerial Map - Titan Leander Minor PUD
7. Z-23-0087 Att 7 PUD Notes
8. Z-23-0087 Att 8 Letter of Intent
9. Z-23-0087 Att 9 Neighborhood Outreach (2)
10. Z-23-0087 Att 10 Titan Ordinance
11. Z-23-0087 Att 11 Draft P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-23-0087
TITAN LEANDER PUD

GENERAL INFORMATION

Owner/Agent: Titan Property Management, LLC (Sal Perdomo) on behalf of John Kirkpatrick, Linda Kirkpatrick, Edward Kirkpatrick, and Emogene M. Champion, Trustee of the Albert R Equivalent Trust Champion Exemption.

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

Proposed Zoning: PUD (Planned Unit Development) with the base zoning district of HC-4-D (Heavy Commercial)

Size and Location: The property is located approximately 2,000 feet to the east of the intersection of 183A Toll Road and Hero Way, on the northside of Hero Way, including approximately 115.80 acres.

Staff Contact: Michael Chenausky AICP,
Senior Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to develop the property with light industrial, flex industrial and other commercial uses.

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

This property is subject to an annexation development agreement that requires annexation at the time of development. The annexation will be reviewed concurrently with the zoning request. This project is located within the Employment Center which encourages campus style development. The proposal includes zoning that will allow for flex office space and restricts uses that would not support this type of development.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	Palmera Bluff PUD (Multi-Family)	Undeveloped
EAST	HC-5-D, HC-4-C	Undeveloped

SOUTH	HC-5-D, HI-5-D, HC-4-D, and Interim SFR-1-B	Heavy Commercial and undeveloped
WEST	Interim SFR-1-B and ETJ	Commercial and large lot residential uses.

SURROUNDING AREA:

This property is located at the north east corner of CR 270 and Hero Way. The property is surrounded by Heavy Commercial zoned properties as well as other Interim Single-Family Rural properties.

PHYSICAL AND NATURAL FEATURES:

This property contains significant tree cover which will need to comply with the City of Leander's tree mitigation requirements.

PROPERTY HISTORY:

The portion of the property along Hero Way was annexed into the City limits 01/21/2016 with other developed portions being annexed 04/21/2016. The remainder of the property is scheduled to be annexed as part of this zoning request.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- No previous zoning cases.

MAJOR CORRIDORS:

This property has access onto Hero Way and CR 270 with future access points to E San Gabriel Pkwy and Raider Way.

TRANSPORTATION PLAN REQUIREMENTS:

This property includes the future extension of E San Gabriel Pkwy, the future extension of Raider Way and the future expansion of Hero Way and CR 270.

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
Hero Way	Access Controlled	Commercial Corridor	400' ROW 10' sidewalk
E. San Gabriel Pkwy	Arterial	Commercial Corridor	100' ROW 4 Lanes 10' Sidewalk
Raider Way	Collector	Commercial Corridor	74' ROW 6' Sidewalk
CR 270	Collector	Commercial Corridor	74' ROW 8' Sidewalk

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- No previous subdivision cases.

EXISTING UTILITIES:

This property has access to water along Hero Way and E. San Gabriel. The property may need to extend wastewater from Hero Way to achieve access.

CURRENT LAND USES:

This property is currently being used as large lot residential.

PROPOSED ZONING DISTRICT:**USE COMPONENT****HC – HEAVY COMMERCIAL:**

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

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

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

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

Intent:

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

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

Features: 2 or more architectural features.

Intent:

- (1) This architectural component is intended only for industrial warehouse, heavy commercial service and other similar applications and shall be utilized only with GC, HC or HI use components.
- (2) This component is not intended to be utilized with the majority of GC districts.
- (3) This component is not intended for retail or office development or adjacent to residential neighborhoods where not adequately buffered from residential uses.
- (4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park development.

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

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

Applicable Future Land Use categories**EMPLOYMENT CENTER**

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

The Employment Center area is focused on meeting the plan goals of an attractive, high-quality business environment for investors to bring to Leander and grow/diversify the tax base. It complements other nearby regional mixed-use areas, but provides opportunities for larger-footprint, single-tenant buildings that can accommodate numerous employees. These areas may be developed with an auto-oriented, traditional character, or in a mixed-use urban design. In a planned environment, upper-story vertical mixed-residential is encouraged along with limited, integrated high-density residential-only buildings. Such scenarios should be tightly regulated to ensure the proper mix.

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

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:**ANNEXATION**

- 11/16/2023 - City Council Public Hearing & First Reading of the Ordinance
- 12/07/2023 - City Council Second & Final Reading of the Ordinance

NOTIFICATION

- 10/05/2023 - Public Notice on Hill Country News
- 10/11/2023 - Mail Notification to Property Owners within 200'
- 10/11/2023 - Public Hearing Signage Posted on Property
- 10/26/2023 - Planning and Zoning Commission Public Hearing
- 11/16/2023 - City Council Public Hearing & First Reading of the Ordinance
- 12/07/2023 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

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

A neighborhood outreach was conducted via mailed letter. Letter and Neighborhood Outreach form included as attachment #9. Below is a list of comments/concerns that were discussed during the meeting:

- No objections.

The following changes were made to address issues discussed.

- No Changes

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

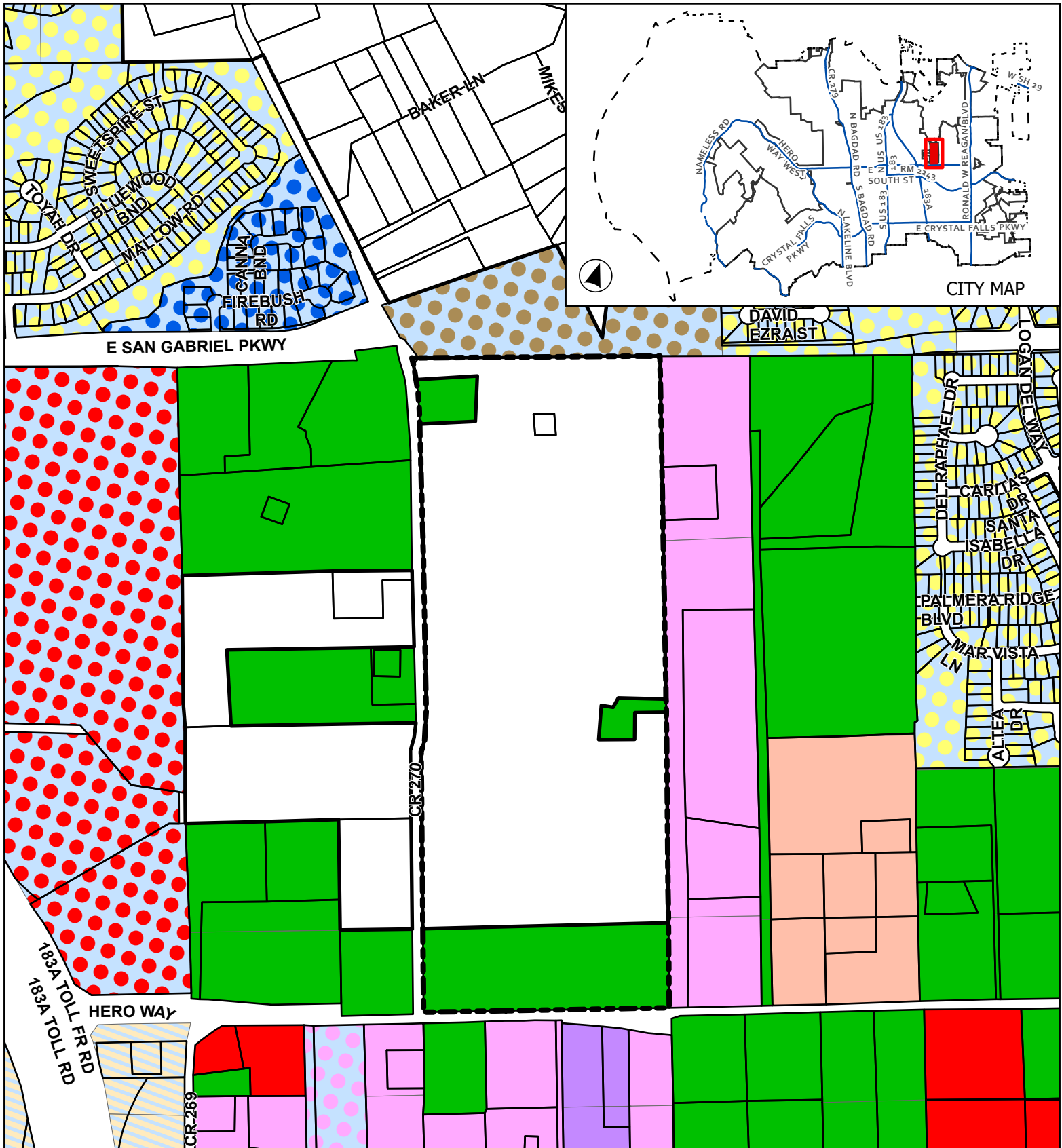
This zoning request is compatible with the existing zoning districts of surrounding properties as well as the future land use designation listed in the Comprehensive Plan Future Land Use Map.

This Planned Unit Development includes the following prohibited uses.

- Animal Boarding
- Bar, nightclub, or private club
- Bed and breakfast
- Bingo
- Car Title Loans Shop/Business
- Commercial laundry
- Cosmetic service
- Day Care
- Entertainment venues including bowling alleys, golf practice ranges, miniature golf establishments, theaters, amusement parks, arcades, arenas, stadiums, gymnasiums, skating rinks, commercial sports venues, indoor shooting range, etc.
- Farms or truck gardens
- Funeral home, also including embalming and crematory facilities associated with an on-site funeral home or cemetery
- Gaming Room Facility/Gaming Device
- Hookah Lounge
- Liquor Stores
- New or used vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop
- Outdoor nursery
- Pawn Shop
- Payday lending business
- Pet shop
- RV, trailer, commercial motor vehicle and boat outdoor storage
- Standalone crematory or embalming establishment
- Tattoo and/or body piercing parlor
- Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals as a primary use
- Utilities, including ground mounted service equipment and structures as a primary use and facilities such as poles, electrical switching facilities, lift stations, water pump stations, gas regulating facilities, electrical substations, generating plants, wastewater and water treatment plants, etc.
- Vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop
- Wrecker Impoundment, Towing

This Planned Unit Development includes the following higher standards.

- a. The following uses shall require a minimum parking of 1 per 1,250 sf:
 - Manufacture, assembly, or processing of materials
 - Warehouse and Distribution
 - Wholesale Activities
 - Office/Warehouse
 - Any other use not listed, but classified as a Light Industrial use as approved by the Planning Director with the understanding that the use warrant minimal parking.
- b. A minimum of five percent (5%) of the front primary building façade for buildings shall consist of windows or door openings.
- c. Any front façade facing Hero Way must follow the Type C Architectural Component.
- d. Any front façade facing San Gabriel Parkway must follow the Type B Architectural Component.
- e. No more than one convenience store with associated outdoor fuel sales shall be permitted within the development.



CASE: Z-23-0087

ATTACHMENT 2

TITAN LEANDER
MINOR PUD

Current Zoning

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

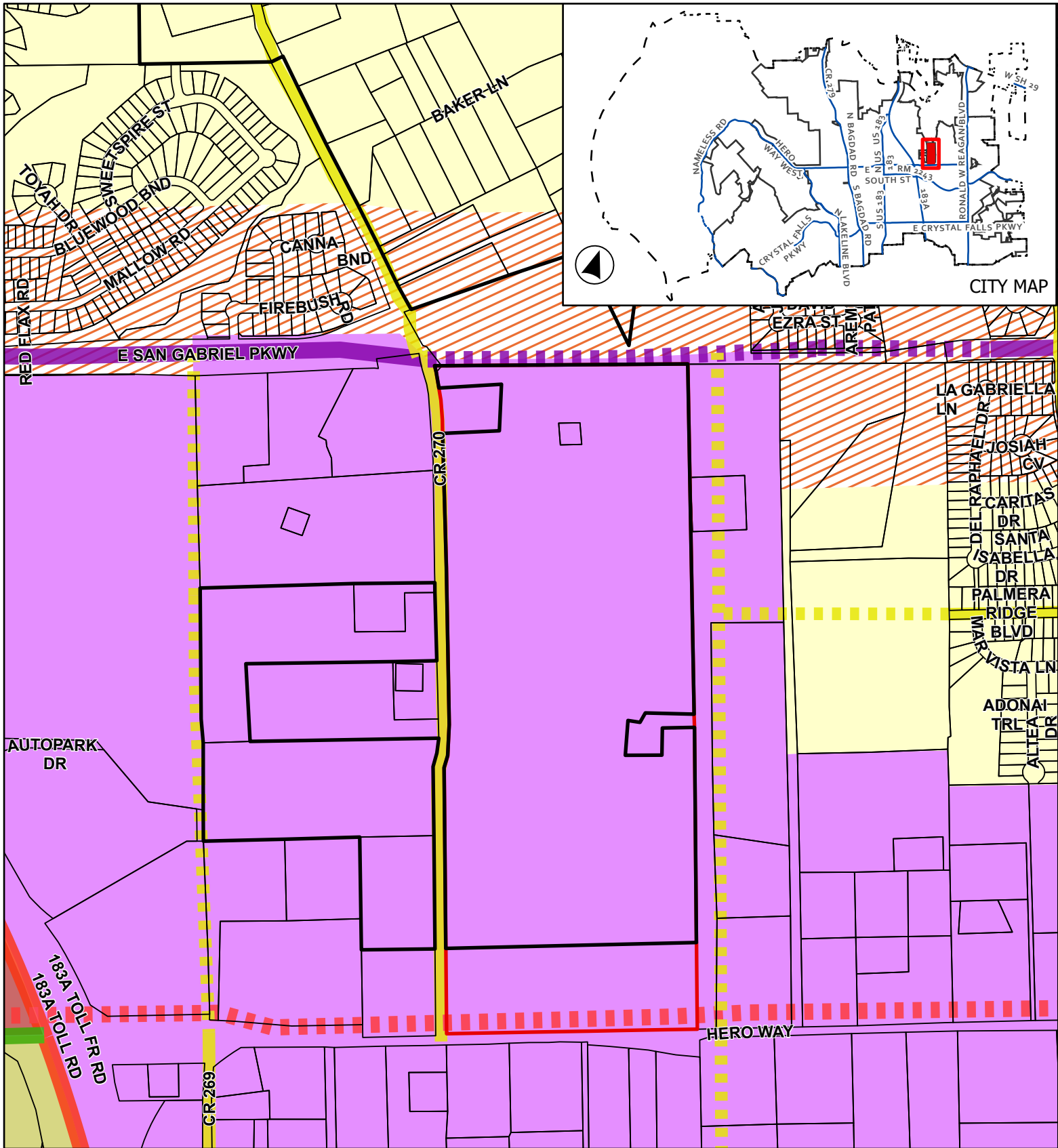
- | | | |
|---------------------------|--------------------------|--------------------------------|
| Leander City Limits | HI - Heavy Industrial | PUD - Heavy Commercial |
| SFR - Single-Family Rural | PUD - Single-Family | CD - Conventional Sector |
| LO - Local Office | PUD - Multi-Family | Subject Boundary |
| GC - General Commercial | PUD - Mixed Use | Extra-Territorial Jurisdiction |
| HC - Heavy Commercial | PUD - General Commercial | |



0 255 510



Feet



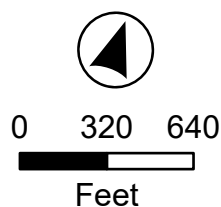
CASE: Z-23-0087

ATTACHMENT 3

TITAN LEANDER
MINOR PUD

Future Land Use Map

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



- Leander City Limits
- ETJ Boundary
- Subject Boundary

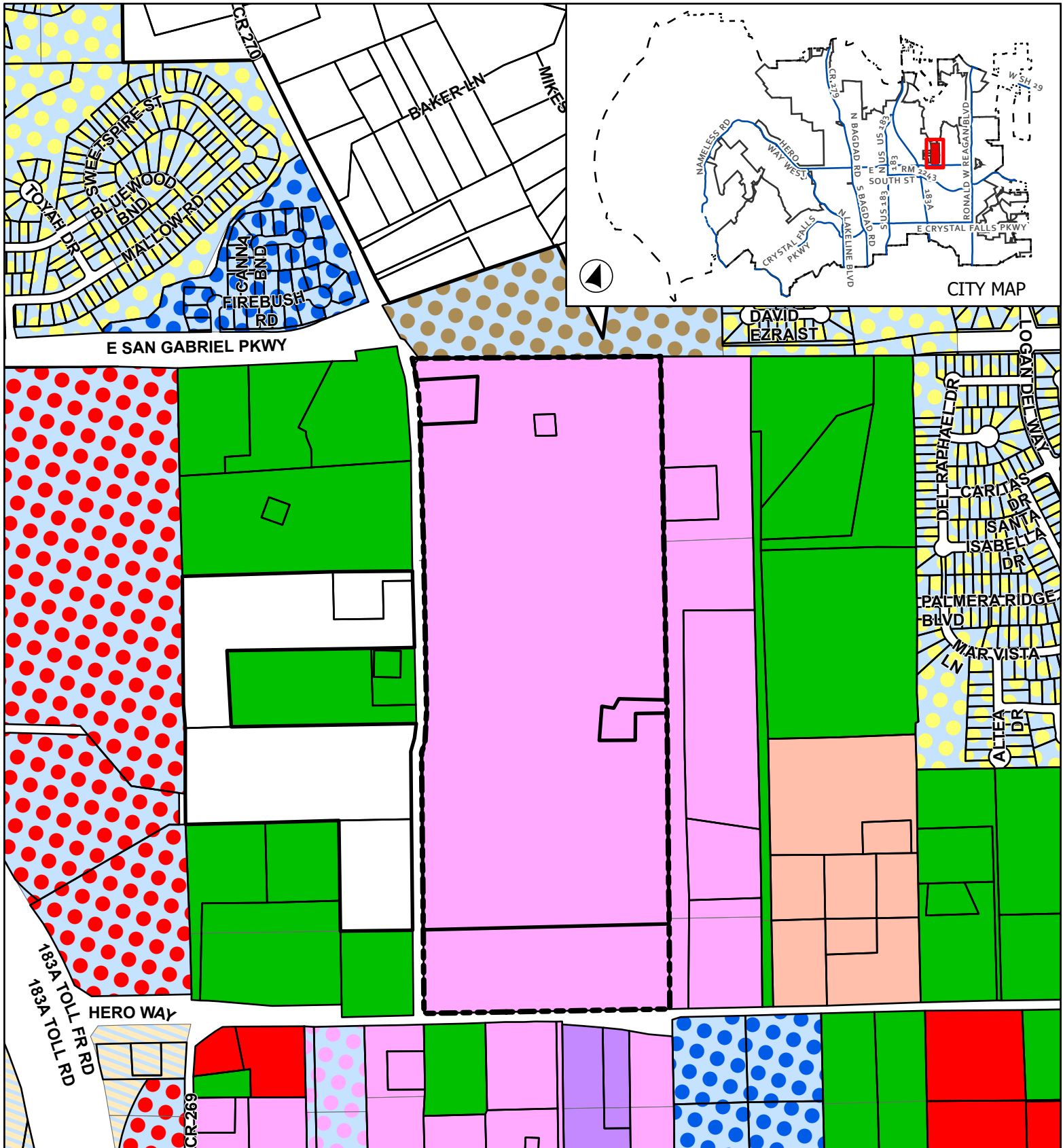
Thoroughfare Plan

- Access Controlled, Existing
- Arterial 6 Lane, Existing

- Arterial 4 Lane, Existing
- Collector, Existing
- Access Controlled, Proposed
- Arterial 4 Lane, Proposed
- Collector, Proposed

Future Land Use

- Neighborhood Residential
- Multi-Use Corridor
- Employment Center
- Urban Mixed Use
- Leander Central



CASE: Z-23-0087

ATTACHMENT 5

TITAN LEANDER
MINOR PUD

Proposed Zoning

- Leander City Limits
- Subject Boundary
- Extra-Territorial Jurisdiction
- SFR - Single-Family Rural
- LO - Local Office

- GC - General Commercial
- HC - Heavy Commercial
- HI - Heavy Industrial
- PUD - Single-Family
- PUD - Multi-Family

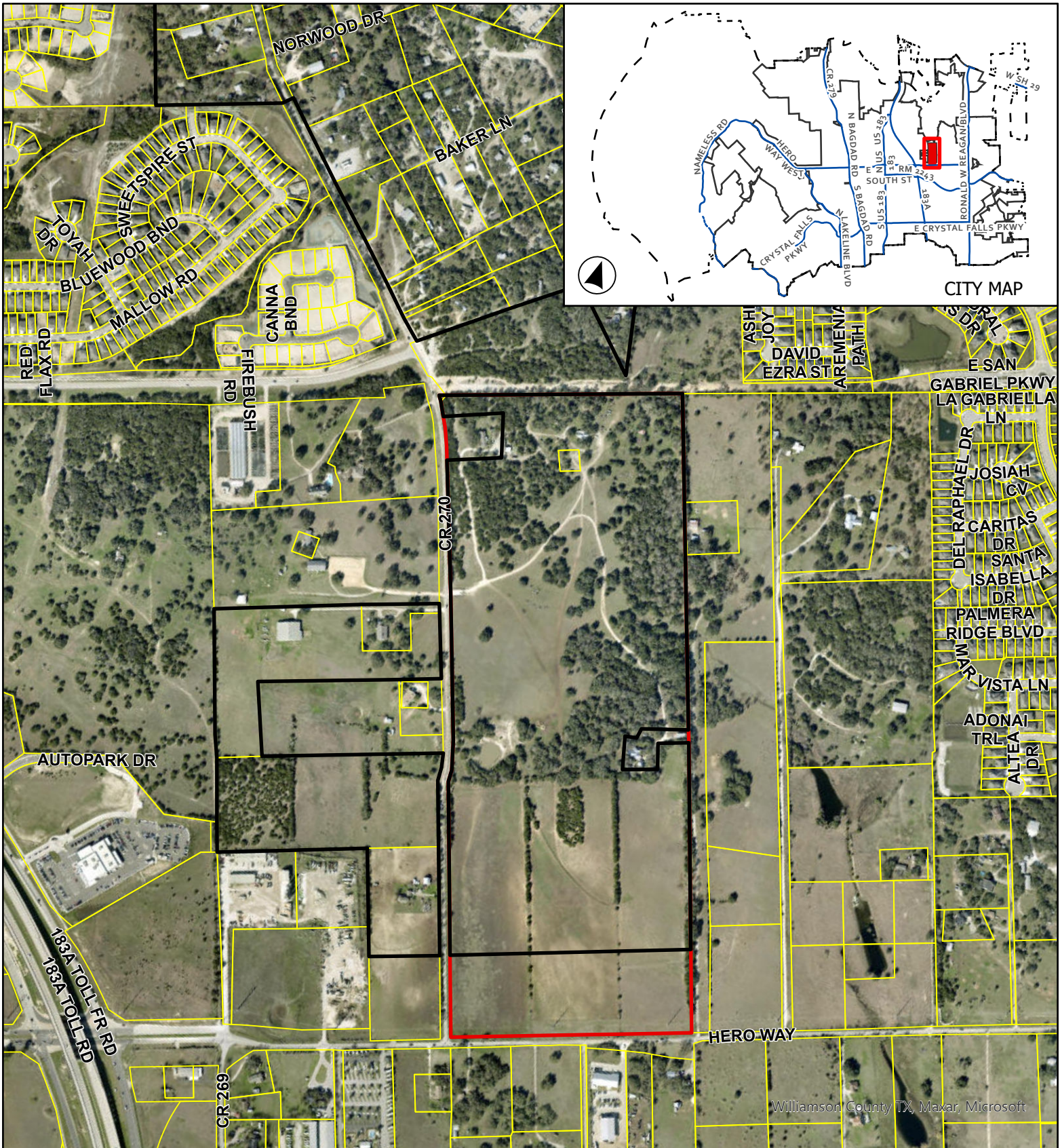
- PUD - Mixed Use
- PUD - General Commercial
- PUD - Heavy Commercial
- CD - Conventional Sector

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



0 255 510

Feet
Page 208 of 335



CASE: Z-23-0087

ATTACHMENT 6

TITAN LEANDER
MINOR PUD

Aerial Map

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



0 312.5 625



Feet

- Leander City Limits
- Subject Boundary

Exhibit A

Titan Leander Planned Unit Development (“PUD”)

A. Purpose and Intent

- a. The Titan Leander PUD is comprised of 115.817 acres, as shown on **Exhibit B**. The development of the Property includes, but is not limited to, light industrial and other commercial uses.

B. Applicability and Base Zoning

- a. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled **Exhibit A**.
- b. For purposes of establishing development standards for this PUD, the following Use, Site, and Architectural components have been selected from the Leander Composite Zoning Ordinance
 - i. HC-4-D (Heavy Commercial)

C. Allowable / Prohibited Uses

- a. The Allowable Uses shall include all authorized uses currently permitted under the HC Use Component per the Leander Composite Zoning Ordinance.
- b. The following uses shall be considered Prohibited Uses:
 - i. Animal Boarding
 - ii. Bar, nightclub, or private club
 - iii. Bed and breakfast
 - iv. Bingo
 - v. Car Title Loans Shop/Business
 - vi. Commercial laundry
 - vii. Cosmetic service
 - viii. Day Care
 - ix. Entertainment venues including bowling alleys, golf practice ranges, miniature golf establishments, theaters, amusement parks, arcades, arenas, stadiums, gymnasiums, skating rinks, commercial sports venues, indoor shooting range, etc.
 - x. Farms or truck gardens
 - xi. Funeral home, also including embalming and crematory facilities associated with an on-site funeral home or cemetery
 - xii. Gaming Room Facility/Gaming Device
 - xiii. Hookah Lounge
 - xiv. Liquor Stores
 - xv. New or used vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop
 - xvi. Outdoor nursery
 - xvii. Pawn Shop
 - xviii. Payday lending business
 - xix. Pet shop
 - xx. RV, trailer, commercial motor vehicle and boat outdoor storage
 - xxi. Standalone crematory or embalming establishment

- xxii. Tattoo and/or body piercing parlor
- xxiii. Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals as a primary use
- xxiv. Utilities, including ground mounted service equipment and structures as a primary use and facilities such as poles, electrical switching facilities, lift stations, water pump stations, gas regulating facilities, electrical substations, generating plants, wastewater and water treatment plants, etc.
- xxv. Vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop
- xxvi. Wrecker Impoundment, Towing

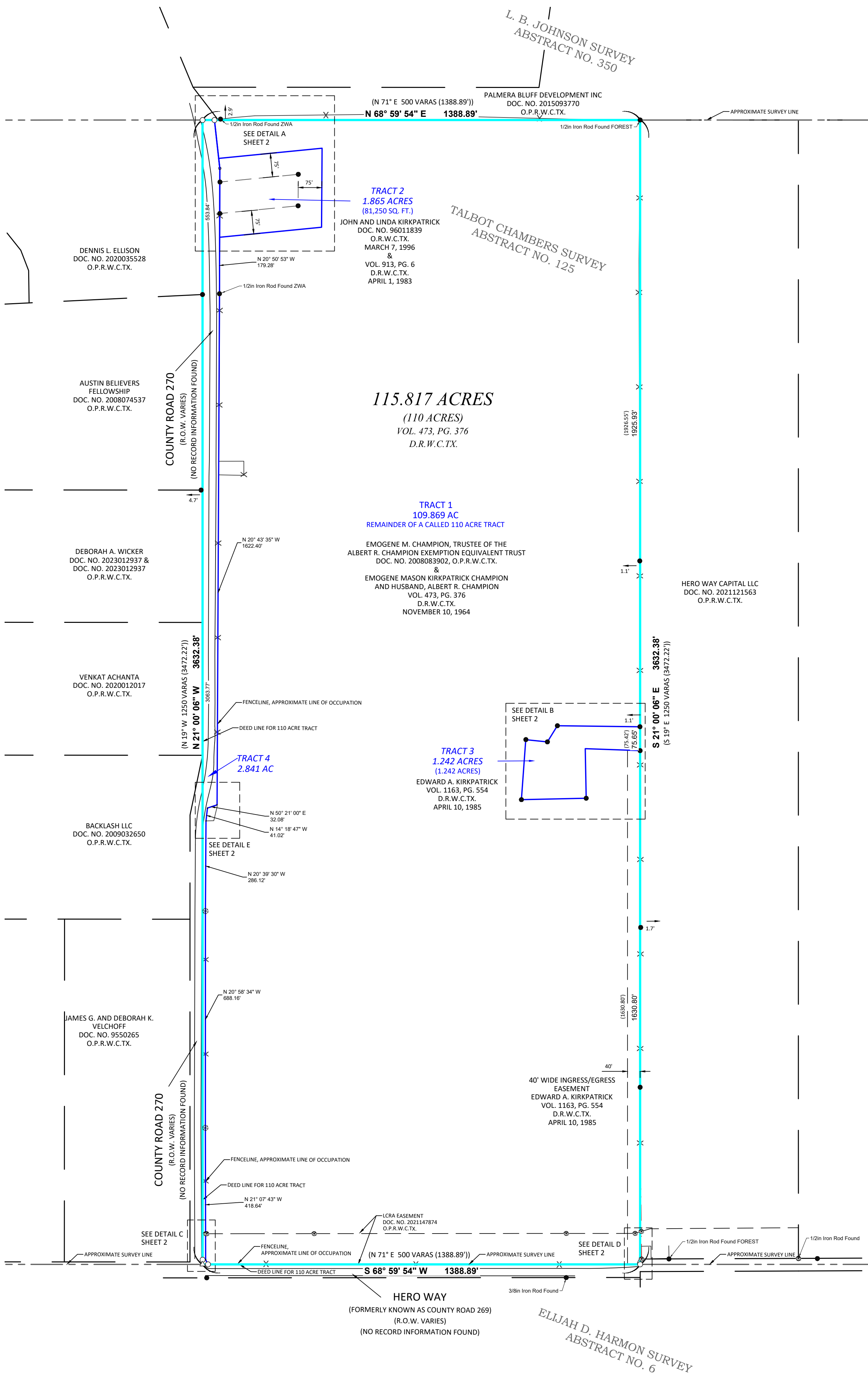
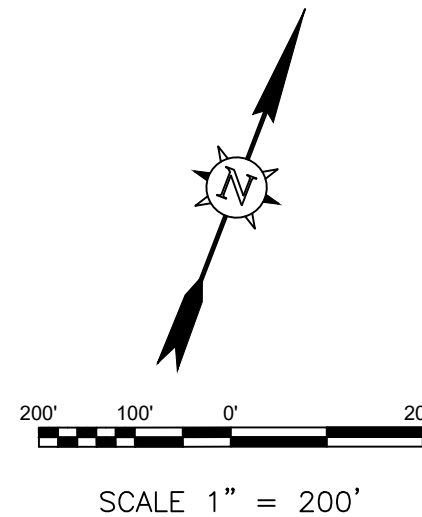
D. Development Standards

- a. The following uses shall require a minimum parking of 1 per 1,250 sf:
 - i. Manufacture, assembly, or processing of materials
 - ii. Warehouse and Distribution
 - iii. Wholesale Activities
 - iv. Office/Warehouse
 - v. Any other use not listed, but classified as a Light Industrial use as approved by the Planning Director with the understanding that the use warrant minimal parking.
- b. A minimum of five percent (5%) of the front primary building façade for buildings shall consist of windows or door openings.
- c. Any front façade facing Hero Way must follow the Type C Architectural Component.
- d. Any front façade facing San Gabriel Parkway must follow the Type B Architectural Component.
- e. No more than one convenience store with associated outdoor fuel sales shall be permitted within the development.

EXHIBIT B

BOUNDARY SURVEY OF

115.817 ACRES OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT 125, IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME TRACT CALLED 110 ACRES IN A DEED TO EMOGENE MASON KIRKPATRICK CHAMPION AND HUSBAND, ALBERT R. CHAMPION, OF RECORDED IN VOLUME 473, PAGE 376, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.



SUMMARY OF 115.817 ACRE TRACT OF LAND MADE UP OF 4 TRACTS:

TRACT 1 - 109.869 ACRES OF LAND, BEING THE REMAINDER OF SAID CHAMPION TRACT

TRACT 2 - BEING 1.865 ACRES, CALLED 81,250 SQUARE FEET OF LAND DESCRIBED IN A DEED TO JOHN AND LINDA KIRKPATRICK, RECORDED IN DOC. NO. 96011839, OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND VOLUME 913, PAGE 6, OF THE OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS

TRACT 3 - BEING 1.242 ACRES OF LAND, DESCRIBED IN A DEED TO EDWARD A. KIRKPATRICK IN VOLUME 1153, PAGE 554, OF THE OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS

TRACT 4 - 2.841 ACRES OF ROADWAY AREA, POSSIBLE PRESCRIPTIVE RIGHTS FOR COUNTY ROAD 270 AND HERO WAY (FORMERLY KNOWN AS COUNTY ROAD 269)

LEGEND

●	1/2" IRON ROD FOUND (OR AS NOTED)
○	5/8" IRON ROD FOUND WITH YELLOW PLASTIC CAP MARKED "SAM"
○	1/2" IRON ROD WITH PINK PLASTIC CAP MARKED "AERIOS GEO LLC"
△	MAG NAIL SET
⊗	FENCE CORNER POST
—x—	WIRE FENCE
D.R.W.C.T.X. O.R.W.C.T.X. O.P.R.W.C.T.X. ()	DEED RECORDS, WILLIAMSON COUNTY, TEXAS OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS RECORD INFORMATION

NOTES

1. BASIS OF BEARINGS: BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). ALL DISTANCES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET.
2. GENERAL NOTES: SURVEYOR WAS NOT PROVIDED WITH A TITLE REPORT OR ABSTRACTORS REPORT FOR THE PURPOSE OF THIS SURVEY. ADDITIONAL EASEMENTS OR ENCUMBRANCES MAY AFFECT THE TRACT.
3. SYMBOLS SET OUT IN THE "LEGEND" ARE NOT TO SCALE AND ARE SHOWN IN THE APPROXIMATE LOCATION TO INDICATE THEIR PRESENCE.
4. UTILITIES, FENCES, BUILDINGS, AND OTHER IMPROVEMENTS WERE NOT LOCATED FOR THIS SURVEY, EXCEPT AS REQUIRED TO OBTAIN EVIDENCE FOR BOUNDARY ANALYSIS, WHERE APPLICABLE, FENCE LINES SHOWN HEREON REPRESENT THE AVERAGE CENTERLINE OF THE POSTS.

MARCH 10, 2023
TO JOHN KIRKPATRICK AND EDWARD A. KIRKPATRICK

I, HEREBY CERTIFY, THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION ON JANUARY 10, 2023 AND MARCH 10, 2023 AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

ANNA RIOS, RPLS #6717



AERIOS GEO LLC

601 QUAIL VALLEY DR, STE 318
GEORGETOWN, TEXAS 78626
(512) 200-7713
www.aeriosgeo.com
TBPELS NO. 10194667

August 22, 2023

Robin M. Griffin, AICP
Executive Director of Development Services
City of Leander
PO Box 319, Leander TX 78641
512-528-2763 | rgriffin@leandertx.gov

Re: Letter of Intent for Titan Leander Minor Planned Unit Development (“PUD”)

Ms. Griffin,

Titan Development (“Applicant”) is submitting a Minor PUD request for a 115.817-acre property (“Property”) located at the northeast corner of Hero Way and County Road 270. The PUD is intended to allow for development of light industrial, flex industrial, and certain commercial uses that will increase the job base for the City of Leander.

Several noxious and inappropriate uses, such as wrecker impoundment, vehicle sales, pawn shops, and liquor stores, have been excluded from the PUD to provide better certainty on the development program. The PUD includes basic deviations from the City’s development standards to allow for less parking, enhanced façade treatment along Hero Way and San Gabriel Parkway, and increased glazing along the front building façade. The PUD also limits the gas station use to one establishment within the Property.

According to the Future Land Use Map, the Property is designated as Employment Center (“EC”), which only represents 2.3% of the City’s land. According to the City’s Comprehensive Plan, the EC is for primary jobs and business in locations that are regional-serving. The EC states that appropriate land use types include Industrial – Flex, logistics and distribution, data centers, corporate offices, and light manufacturing. The proposed request is focused on allowing the uses described to create a high-quality business park that respects the natural location as a regional center. The PUD request directly furthers the goals of the EC designation within the Comprehensive Plan.

The proposed PUD request directly furthers the first three goals of the Comprehensive Plan by promoting quality industrial and commercial development that will enhance economic growth, generate a diverse tax base, and increase the primary job base and opportunities for the City’s residents.

1. Goal #1: Economic Growth: Quality development and economic growth generating a diverse tax base.
2. Goal #2: Commercial Development: High quality commercial development welcomed and facilitated by the City.
3. Goal #3: Employment: Leander is well positioned as an attractive place for employers.



**REAL ESTATE INVESTING
+ DEVELOPMENT EXPERTISE**

We appreciate you and your team's assistance on this request and we are available to answer any questions. We can be reached at (505) 261-1176 or sperdomo@titan-development.com.

Thank you,

Sal Perdomo

Salvator Perdomo, Director
Titan Development

Cc: Joe Iannaccone, Partner, Titan Development
Bryan Baynton, Senior Manager, Titan Development
Bryan Byrd, Manager, Titan Development
Kip Maxwell, MW Builders

TEXAS
4903 Woodrow Ave, Bldg A
Austin, TX 78756

TITAN DEVELOPMENT
www.titan-development.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.

Please see the attached letter that was sent to all property owners within 500'. The letter included relevant information about the requested zone change. A phone number and email was provided for neighbors to contact if they had any further questions. The Agent was involved in the communication process. A list of all property owners within 500' was provided as well.

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

Property owners within 500' were notified. Please see attached sheet list of all property owners contacted.

Could city staff confirm if there is an HOA within 500' of the subject site?

3. What concerns were raised during these communications?

Received one phone call from Betty Wangler on 8/30/2023. She is part of an ownership group who owns 15 acres just to the west and adjacent to our site. She had some initial questions and did not raise any objections. She was happy about the growth in the area, but would have preferred retail as it would maximize the property value of her site.

This was the only correspondence received by our office.

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

N/A. The feedback received did not require the applicant to make changes to the zoning request.

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

Signature: Sal Perdomo

Date 10/10/2023

Sal Perdomo

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CREATING THE TITAN LEANDER MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF HC-4-D (HEAVY COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

SECTION 2. Amendment of Zoning Ordinance. Ordinance No. 05-018-00, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3. This amendment shall expire on March 7, 2024 unless Titan Property Management, LLC has acquired the property. Upon expiration of the amendment, the zoning shall revert to Interim SFR-1-B (Single-Family Rural).

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 115.817 acres ±; being more particularly described in Exhibit "B"; located generally located approximately 2,000 feet to the east of the intersection of 183A Toll Road and Hero Way, on the northside of Hero Way; identified by Williamson Central Appraisal District tax identification numbers R099758, R086290, R031580, R555207, and R108828; more particularly described in Instrument Number 1996011839, 2008083902, and 1987046586; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Titan Leander Minor PUD (Planned Unit Development) with the base zoning district of HC-4-D

(Heavy Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits “A” and “B” which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 16th day of November, 2023.
FINALLY PASSED AND APPROVED on this the 7th day of December, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



**MINUTES
PLANNING & ZONING COMMISSION
CITY OF LEANDER, TEXAS**

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

October 26, 2023 at 6:00 PM



Place 1 – Donnie Mahan, *Chair*
Place 2 – John Cosgrove
Place 3 – Ron May
Place 4 – Deirdre Moss

Place 5 – James Oliver
Place 6 – Laura Lantrip, *Vice-Chair*
Place 7 – Vacant

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

1. Call to Order at 6:00 p.m.
2. Roll Call.
All commissioners were present except Commissioner Ron May.
3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the October 19, 2023 meeting
4. Review of meeting protocol.
5. Citizen Comments: Three (3) minutes allowed per speaker.
No one wished to speak.

CONSENT AGENDA: ACTION

6. Approval of Minutes.

Motion made by Commissioner John Cosgrove, seconded by Commissioner Deirdre Moss to approve Consent Agenda item 6.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip,
Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

PUBLIC HEARING: ACTION

7. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0081 to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development – Conventional Development Sector) to adopt the CR 269 & Hero Way Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial) on one parcel of land approximately 4.15 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R346169; and more commonly addressed as 1548 & 1550 CR 269, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0081 as described above.

Motion made by Vice Chair Laura Lantrip, seconded by Commissioner Deirdre Moss to approve the zoning request.

Imran Sunesasa spoke in favor of this zoning request.

Suneel Vallabhaneni spoke in favor of this zoning request.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

8. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0083 to amend the current zoning of LC-2-B (Local Commercial) to adopt the Leander Business Center PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) on one parcel of land approximately 10.25 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031713; and more commonly addressed as 80 Mockingbird Hill, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0083 as described above.

Motion made by Commissioner James Oliver, seconded by Commissioner John Cosgrove to approve the zoning request.

Submitted via the website in favor of the zoning request:

Mark T. Monson 2812 Vista Heights Dr.

Bernard Robinsor 3708 Juniper Rim

Imran Sunesara 1905 Puccini Path

Terry Jacobs 2201 Bona Vista Way

Steven McKinney 200 Jennifer Lane

Jared Mauck 2967 Hero Way

Jack Johnson 960 Merrill Dr

Safan Dauva 1517 Sunset Vista Bnd

Anthony M. 203 Fossil Try

Aditya Gar 2112 Gabriel's Horn

Parveen Krishna 908 Azulejo Lagoon Drive

Kishore Chander 1125 Azul Lagoon Drive

Nijana Robinson 2401 Bravo Pass

Ro Redi 100 Captain Loop

Irfan Momin 2037 Bel Paese Bnd.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

9. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0087 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Titan Leander PUD (Planned Unit Development) with the base zoning district of HC-4-D (Heavy Commercial) on five parcels of land approximately 115.80 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R099758, R086290, R031580, R555207, and R108828; and generally located approximately 2,000 feet to the east of the intersection of 183A Toll Road and Hero Way, on the northside of Hero Way, Leander, Williamson County, Texas.
- Discuss and consider action regarding Zoning Case Z-23-0087 as described above.

Motion made by Commissioner John Cosgrove, seconded by Commissioner James Oliver to approve the zoning request.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

10. Ordinance Case OR-23-0011: Hold a public hearing and consider action on amending the Sign Ordinance to update Section 3.08.11 D. Sign Illumination to address illuminated white signs, update Section 3.08.12 A. Temporary Signs to add temporary neighborhood signs, and Section 3.08.013 Master Sign Plan, and to provide for related matters; Leander, Williamson & Travis Counties, Texas. Applicant: City of Leander.
- Discuss and consider action regarding Ordinance Case OR-23-0011 as described above.

Motion made by Vice Chair Laura Lantrip, seconded by Commissioner Deirdre Moss to approve the sign ordinance.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

REGULAR AGENDA

11. Adjournment at 6:33 p.m.

APPROVED:

CHAIRMAN MAHAN

ATTEST:

VERONICA TOVAR
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-23-0083 to amend the current zoning of LC-2-B (Local Commercial) to adopt the Leander Business Center PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) on one (1) parcel of land approximately 10.25 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031713; and more commonly addressed as 80 Mockingbird Hill, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0083 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

04/21/2016 Annexation

06/01/2017 Zoning

04/05/2018 Approval of a Special Use Permit to allow the office warehouse use for 10 years

10/26/2023 Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Carlson, Brigance & Doering, Inc (Geoff Guerrero) on behalf of Leander Flex Interests, LLC (Nick Greene)

RECOMMENDATION:

Staff recommends approval. The Planning & Zoning Commission unanimously recommended approval of the request during the October 26, 2023 meeting.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Z-23-0083 Att 1 Planning Analysis - Leander Business Center

2. Z-23-0083 Att 2 Current Zoning - Leander Business Center
3. Z-23-0083 Att 3 FLU Map - Leander Business Center
4. Z-23-0083 Att 4 Public Notification - Leander Business Center
5. Z-23-0083 Att 5 Proposed Zoning - Leander Business Center
6. Z-23-0083 Att 6 Aerial - Leander Business Center
7. Z-23-0083 Att 7 Leander Business Center PUD
8. Z-23-0083 Att 8 Leander Business Center Letter of Intent
9. Z-23-0083 Att 9 Leander Business Center Neighborhood Outreach
10. Z-23-0083 Att 10 Ordinance
11. Z-23-0083 Att 11 Draft P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-23-0083 LEANDER BUSINESS CENTER MINOR PUD

GENERAL INFORMATION

Owner/Agent: Carlson, Brigrance & Doering, Inc (Geoff Guerrero) on behalf of Leander Flex Interests, LLC (Nick Greene).

Current Zoning: LC-2-B (Local Commercial)

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

Size and Location: The property is approximately 10.25 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031713; and more commonly addressed as 80 Mockingbird Hill, Leander, Williamson County, Texas.

Staff Contact: Justin Hunt,
Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to allow for the development of local commercial uses with the additional use of office warehouse.

STAFF CONCLUSIONS

Y N

- ☒ ☐ Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see pages 2 - 3*
- ☒ ☐ Does the proposal comply with the goal statements of the Comprehensive Plan? *see pages 3 - 4*
- ☒ ☐ Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

The proposed zoning change is to permanently memorialize the existing Special Use Permit (Ordinance No. 18-015-00) allowance for office warehouse uses on the property. The proposed site to be re-zoned will continue to be a Local Commercial development with the allowable office warehouse land use.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	SFS-2-B, SFR-1-B, ETJ	Single-Family home
EAST	LC-2-B	Single-Family home - Allows for GC uses until 2024

SOUTH	TF-2-A	Two-Family Residential -Homestead Subdivision
WEST	SFS-2-B	Undeveloped

SURROUNDING AREA:

This property is located to the east and south of single-family residential properties. In addition to the single-family, one of the properties lay within the ETJ and is associated with a future annexation agreement upon development of the property. The subject property is north of the Homestead subdivisions two-family homes, and west of a LC (Local Commercial) zoned property with a special use until 2024 to allow for GC uses.

PHYSICAL AND NATURAL FEATURES:

This property contains tree cover to the rear of the property which will need to comply with the City of Leander's tree mitigation requirements.

PROPERTY HISTORY:

The subject property was annexed into the City limits 04/21/2016.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- Zoning case 17-Z-010 - 06/01/2017 – Current Zoning
- Special use case 18-015-00 – Allows the office warehouse use for 10 years (2028).

MAJOR CORRIDORS:

This property has access onto Mockingbird Hill, which leads to N. Bagdad Road.

TRANSPORTATION PLAN REQUIREMENTS:

This street includes no future transportation plans.

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- No previous subdivision cases.

EXISTING UTILITIES:

This property has potential access to water from the Homestead subdivision or by extending the waterline from the west side of N. Bagdad Road. The property may need to extend wastewater from N. Bagdad Road or potentially access wastewater by extending it from the Homestead Subdivision.

CURRENT LAND USES:

This property currently has a commercial building on the property.

PROPOSED ZONING DISTRICT:**USE COMPONENT****MINOR PUD – PLANNED UNIT DEVELOPMENT:**

The purpose and intent of the Minor Planned Unit Development (PUD) district is to designate a base zoning district that may allow or prohibit uses without granting significant waivers. The intent of this zoning request is to provide for the development of office warehouse. The contents of this Minor PUD further explain and illustrate the overall function desired for this development.

LC – LOCAL COMMERCIAL:

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

Intent: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. Access should be provided by a collector or higher classification street.

SITE COMPONENT**TYPE 2:**

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

Intent:

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

ARCHITECTURAL COMPONENT**TYPE A:**

Features: 5 or more architectural features.

Intent:

- (1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
- (2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.
- (3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.
- (4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
- (5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.

- (6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

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

Applicable Future Land Use categories

MULTI-USE CORRIDOR

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

Multi-Use Corridors are not intended for strip commercial nor are they expected to be predominantly commercial. These corridors have been identified as opportunity areas for businesses and daily services, high-intensity residential such as townhouses, civic and employment uses, but also traditional single-family neighborhoods where streets access these corridors. These areas are intended to be developed with an auto-oriented character, which means vehicles and parking areas are a primary visual characteristic from the street. Access management is recommended to maintain safe traffic movement along these streets. Appropriate bufferyards are required to ensure compatibility with adjacent Neighborhood Residential. Residential may not exceed 40% of the project.

Desired Mix: 40-60% Non-Residential, 0-40% Residential

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:

NOTIFICATION

10/05/2023 - Public Notice on Hill Country News
 10/11/2023 - Mail Notification to Property Owners within 200'
 10/11/2023 - Public Hearing Signage Posted on Property
 10/26/2023 - Planning and Zoning Commission Public Hearing
 11/16/2023 - City Council Public Hearing & First Reading of the Ordinance
 12/07/2023 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

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

A neighborhood outreach was conducted via mailed letter. Letter and Neighborhood Outreach form included as attachment #9. Below is a list of comments/concerns that were discussed during the meeting:

- Resident wanted to verify that it would not change from what is currently on the site. No additional requests were made from the adjacent landowner.

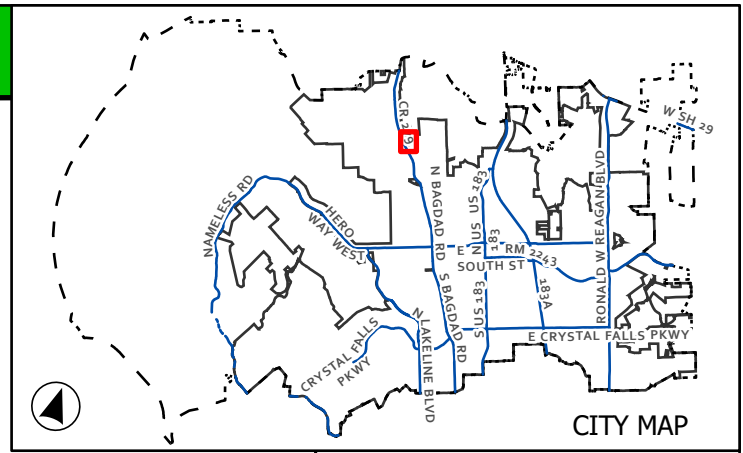
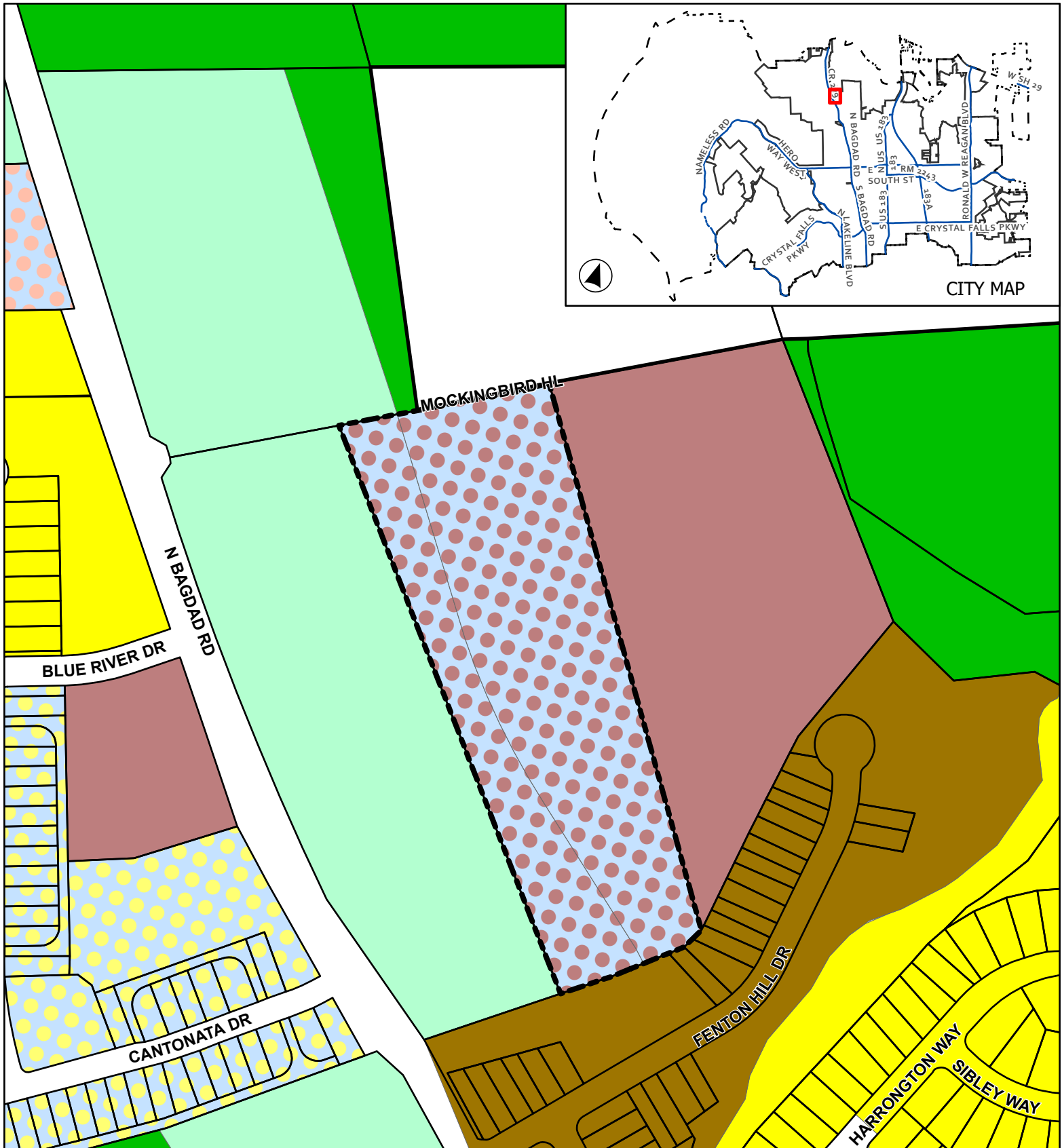
The following changes were made to address issues discussed.

- No Changes

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

This zoning request is compatible with the future land use designation listed in the Comprehensive Plan Future Land Use Map as a Minor PUD (Planned Unit Development). Staff supports this request with the understanding that the only allowed use other the LC uses is office warehouse which currently exists on the property.



CASE: Z-23-0083

ATTACHMENT 2

LEANDER BUSINESS CENTER

Current Zoning

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

Leander City Limits

Subject Boundary

Extra-Territorial Jurisdiction

SFR - Single-Family Rural

SFS - Single-Family Suburban

SFC - Single-Family Compact

TF - Two Family

LC - Local Commercial

PUD - Single-Family

PUD - Local Office

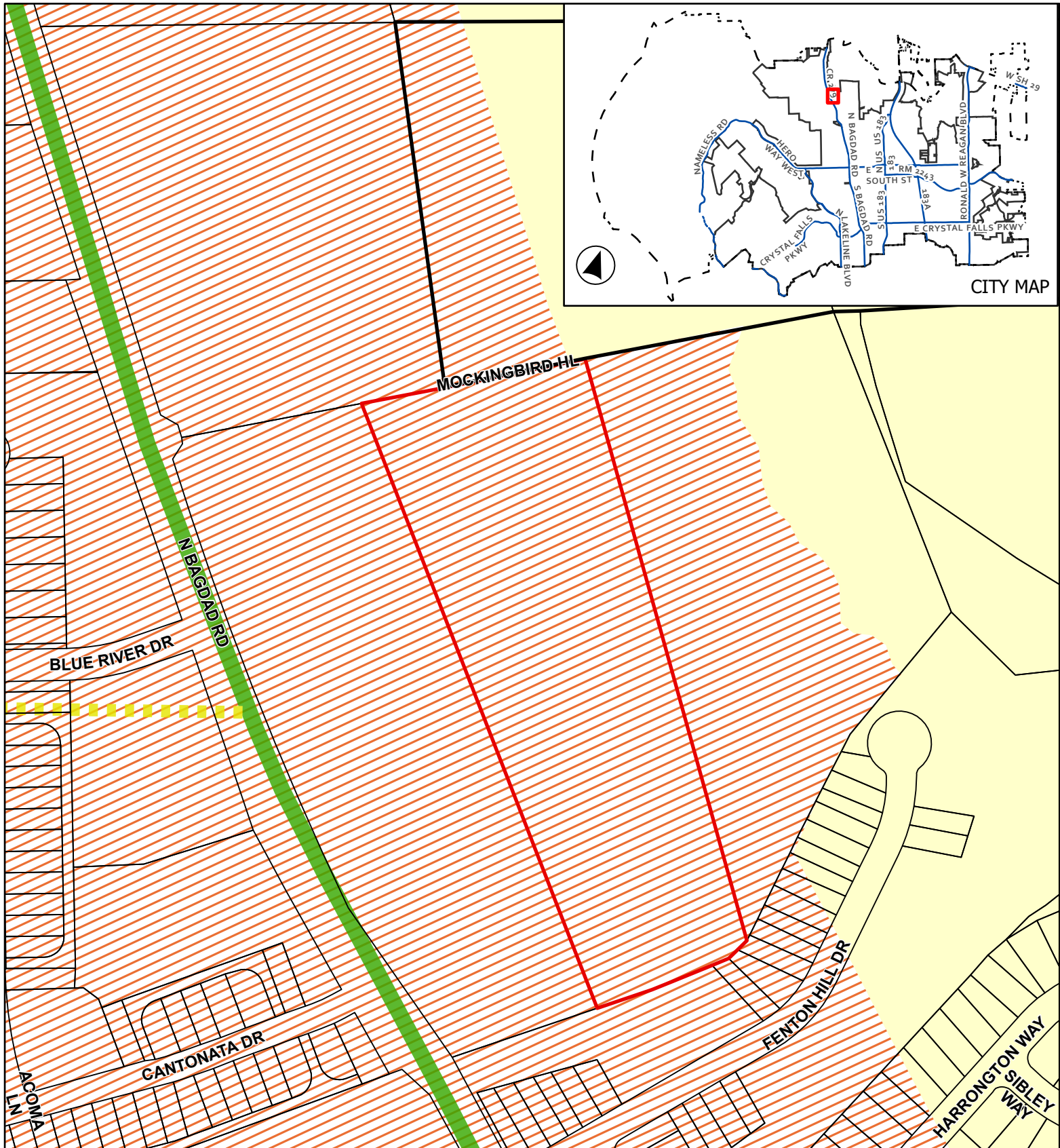
PUD - Local Commercial



0 90 180



Feet



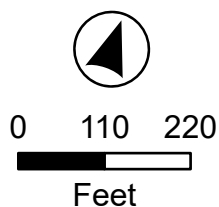
CASE: Z-23-0083

ATTACHMENT 3

LEANDER BUSINESS CENTER

Future Land Use Map

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- Leander City Limits
- ETJ Boundary
- Subject Boundary

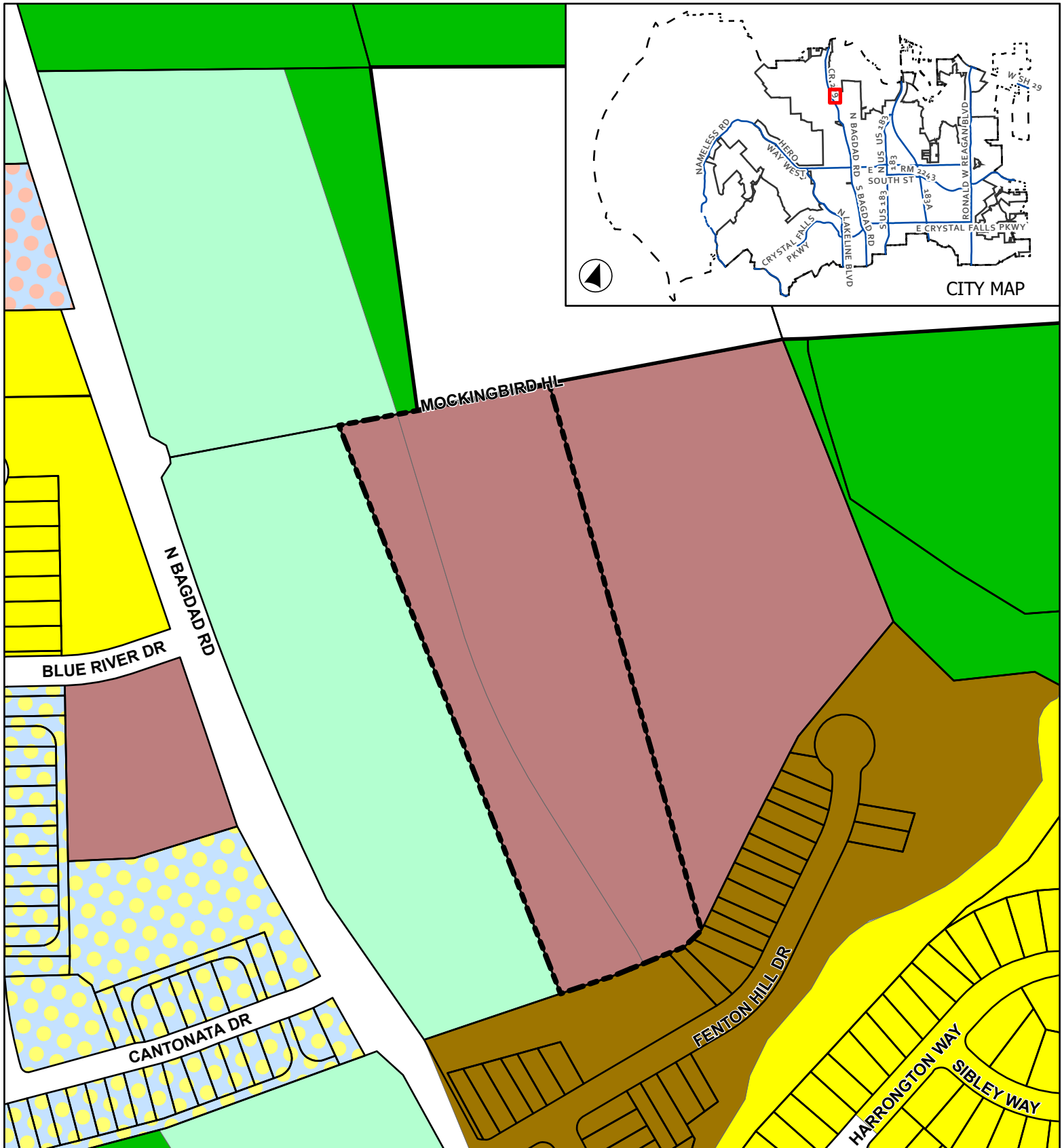
Thoroughfare Plan

- Arterial 6 Lane, Existing

- Collector, Proposed

Future Land Use

- Neighborhood Residential
- Multi-Use Corridor



CASE: Z-23-0083

ATTACHMENT 5

LEANDER BUSINESS CENTER

Proposed Zoning

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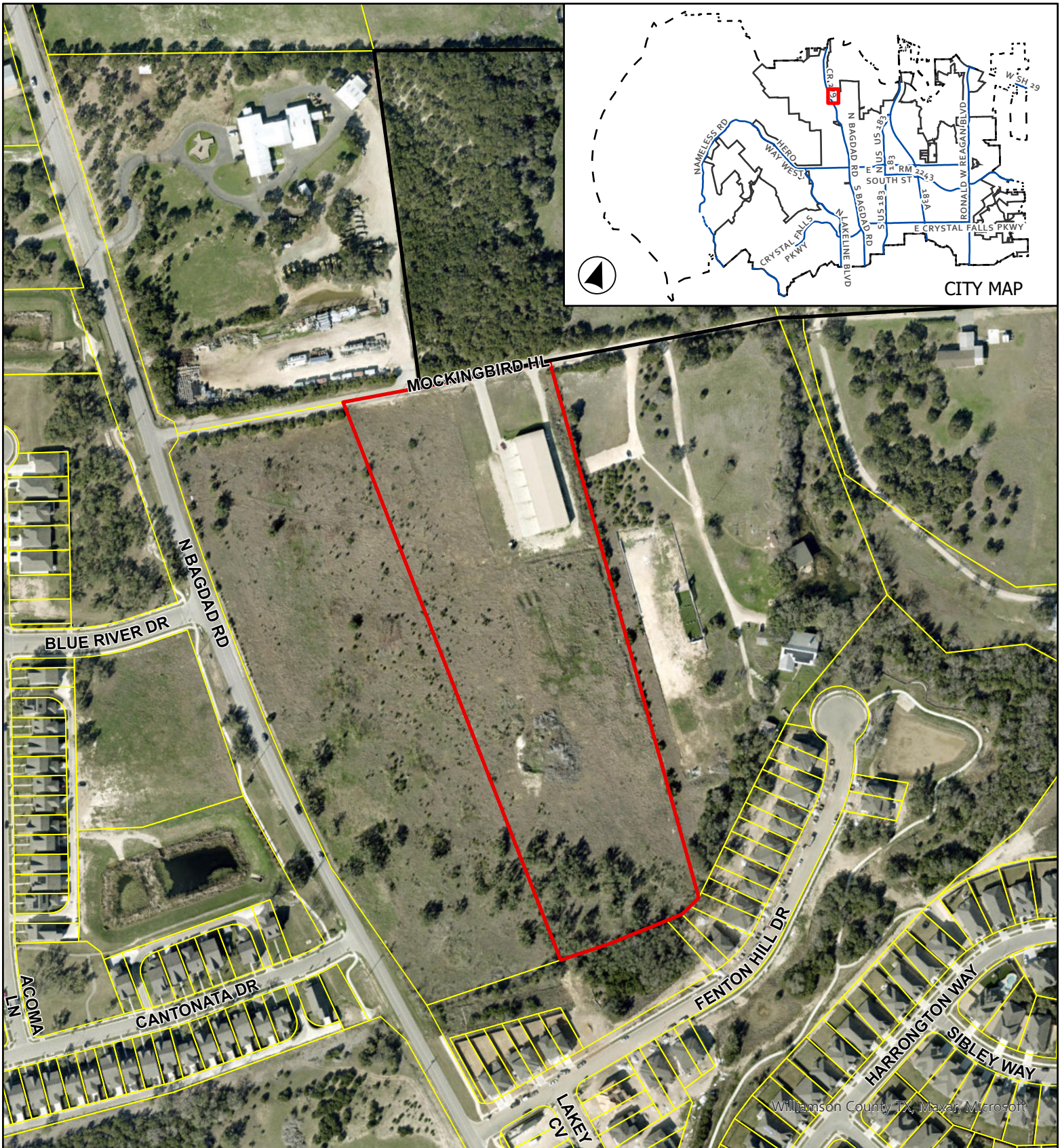
- | | |
|------------------------------|--------------------------------|
| Leander City Limits | LC - Local Commercial |
| SFR - Single-Family Rural | PUD - Single-Family |
| SFS - Single-Family Suburban | PUD - Local Office |
| SFC - Single-Family Compact | Subject Boundary |
| TF - Two Family | Extra-Territorial Jurisdiction |



0 90 180



Feet



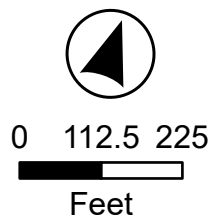
CASE: Z-23-0083

ATTACHMENT 6

LEANDER BUSINESS CENTER

Aerial Map

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



- Leander City Limits
- Subject Boundary

EXHIBIT A

LEANDER BUSINESS CENTER

A. PURPOSE AND INTENT

1. The Leander Business Center is comprised of approximately 10.254 acres, as shown in Exhibit B. The development of this property includes Office Warehouse buildings.

B. APPLICABILITY AND BASE ZONING

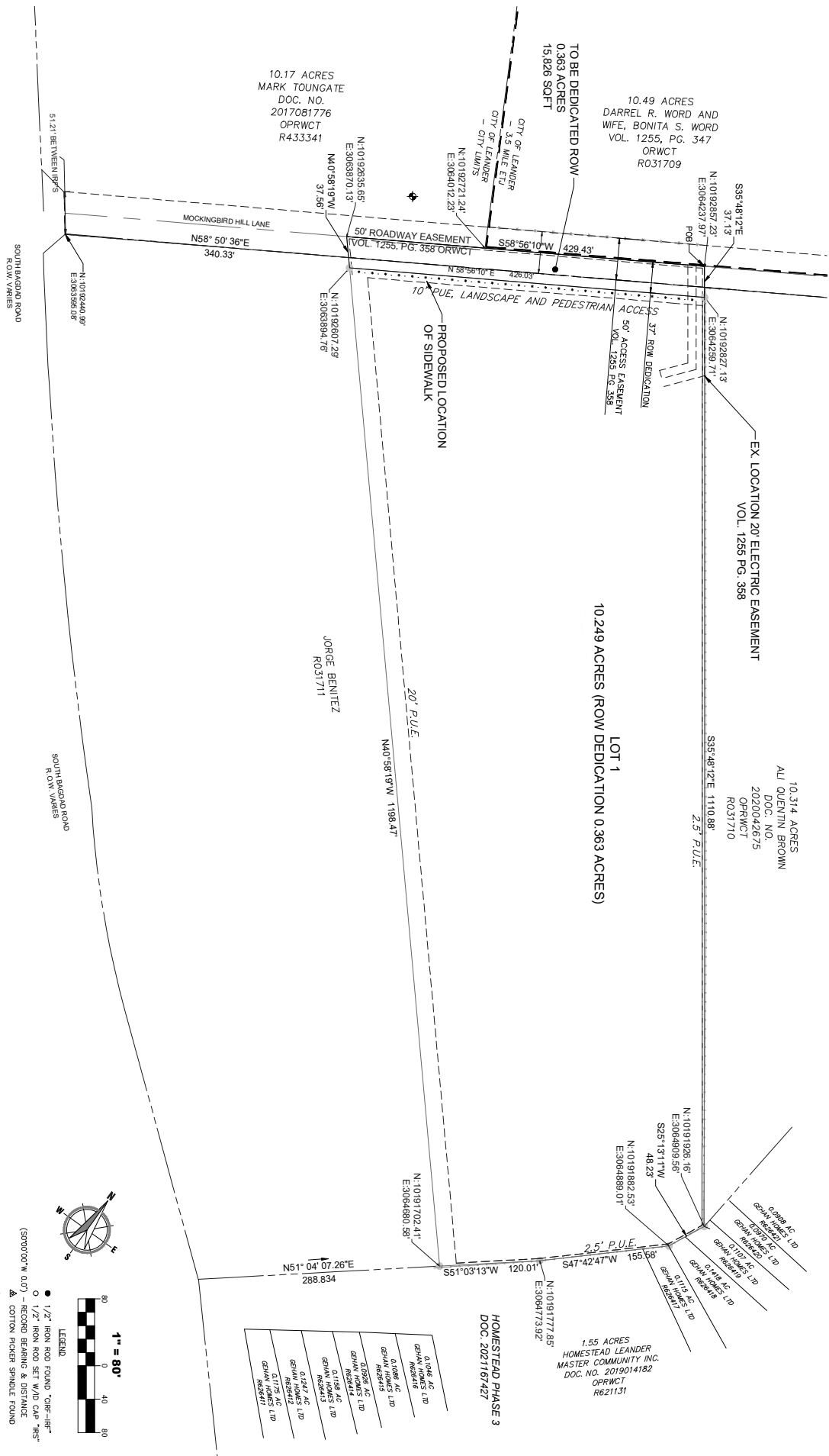
1. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, title Exhibit A.
2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from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

LC-2-A (Local Commercial)

C. ALLOWABLE USES

1. The allowable uses shall include all uses permitted under the LC use component with the addition of Office Warehouse.

Page 234 of 335





Carlson, Brigrance & Doering, Inc.
Civil Engineering ♦ Surveying

July 20, 2023

City of Leander
Development Services Department
Attn: Mrs. Robin Griffin, Executive Director of Development Services
201 N. Brushy Street
Leander, Texas 78641

RE: Leander Business Center
CBD Job # 5534 / Leander File No. Z-23-0083

Zoning Letter of Intent

Dear Mrs. Griffin,

On behalf of the property owner, Carlson, Brigrance & Doering, Inc. respectfully submits this application to the City of Leander for a Minor PUD (Planned Unit Development) zoning change for 10.25 acres of the property located at 80 Mockingbird Hill, Leander, Texas 78641. The proposed zoning change is to permanently memorialize the existing Special Use Permit (Leander Ordinance No. 18-015-00) allowance for office warehouse uses on the property. The proposed site to be re-zoned will continue to be a Local Commercial development with the allowable Office Warehouse land use.

Please let me know if you need any additional information in order to process this application.

Respectfully,
Carlson, Brigrance & Doering, Inc.

Geoff Guerrero
Senior Planner

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.

Notifications were mailed to each of the landowners within a 500' buffer from the property.
See attached list of landowners and the mailout package

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.

Please see attached mailing notification list

3. What concerns were raised during these communications?

Received only one call asking for verification of Minor PUD zoning request and that it would not change from what's currently developed on the site.

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

No additional conditions were requested by the adjacent landowner.

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

Signature: _____

Date 07/05/2023



June 13, 2023

**RE: Leander Business Center
80 Mockingbird Hill
Leander, Texas 78641**

Zoning Letter of Intent Notification

To Whom It May Concern:

On behalf of the property owner, Carlson, Brigrance & Doering, Inc. has submitted an application to the City of Leander for a Minor PUD (Planned Unit Development) zoning change for 10.25 acres of the property located at 80 Mockingbird Hill, Leander, Texas 78641. The proposed zoning change is to permanently memorialize the existing Special Use Permit (Leander Ordinance No. 18-015-00) allowance for office warehouse uses on the property. The base zoning district for the property will remain the same (LC-2-A, Local Commercial). The proposed site to be re-zoned will continue to be a Local Commercial development with the allowable Office Warehouse land use.

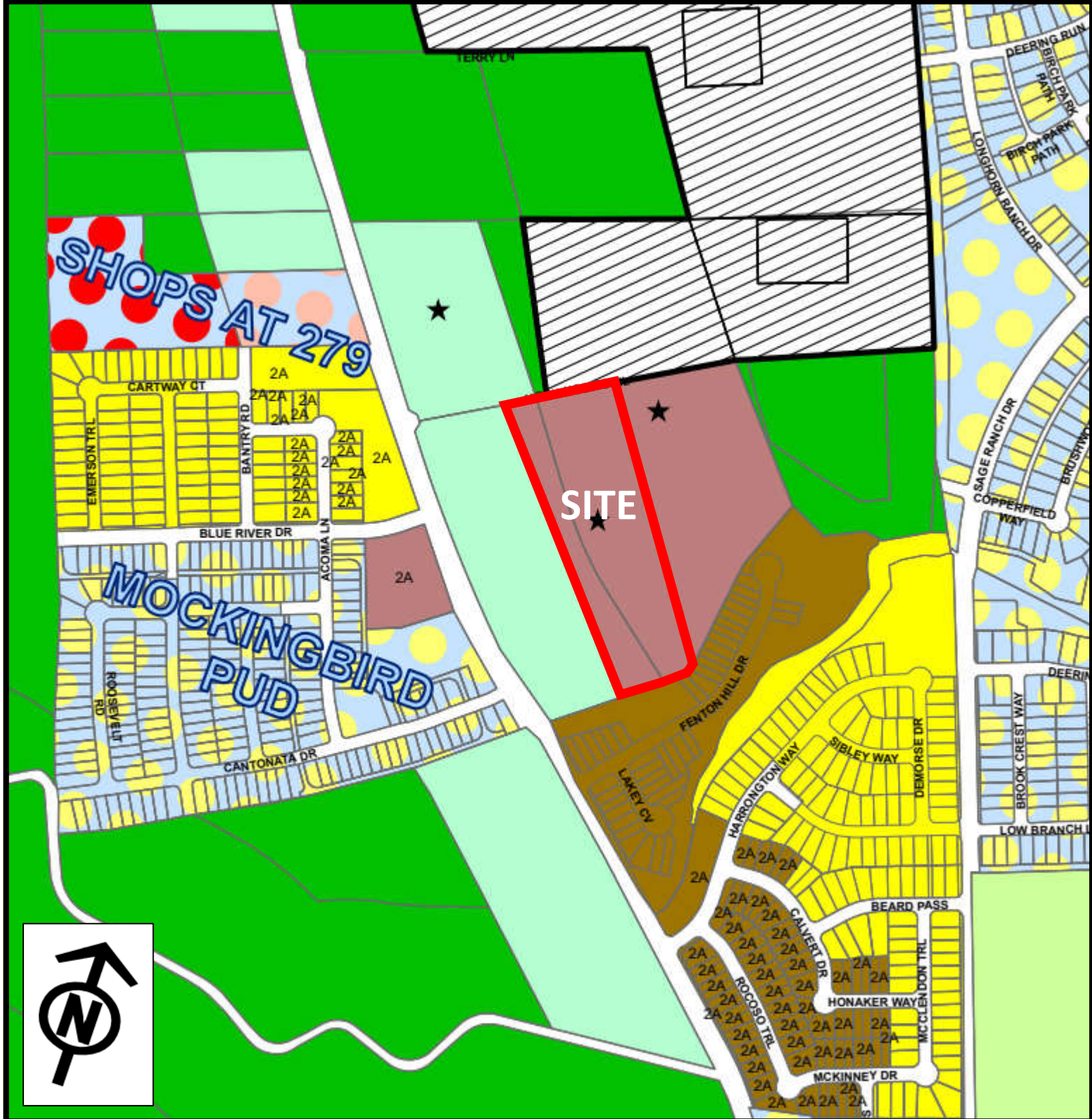
Attached in support of this zoning application are the City of Leander's description of the LC-2-A site component as found in the Composite Zoning Ordinance. Notification for this application is being sent to all properties within 500' of the property boundary.

Please let me know if you need any additional information in order to review this notification. My email and contact number are listed below for reference.

Respectfully,
Carlson, Brigrance & Doering, Inc.

Geoff Guerrero
Senior Planner
geoff@cbdeng.com
(512) 280-5160 ext. 177

Attachments: Zoning Location Map
 Site Concept Map
 Leander Ordinance No. 18-015-00
 City of Leander Composite Zoning Ordinance Citations
 Article III – Use Components, Section 15: LC – Local Commercial
 Article V – Site Components, Section 2 : Type 2
 Article VII – Architectural Components, Section 2: Type A



Current Zoning

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
- 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

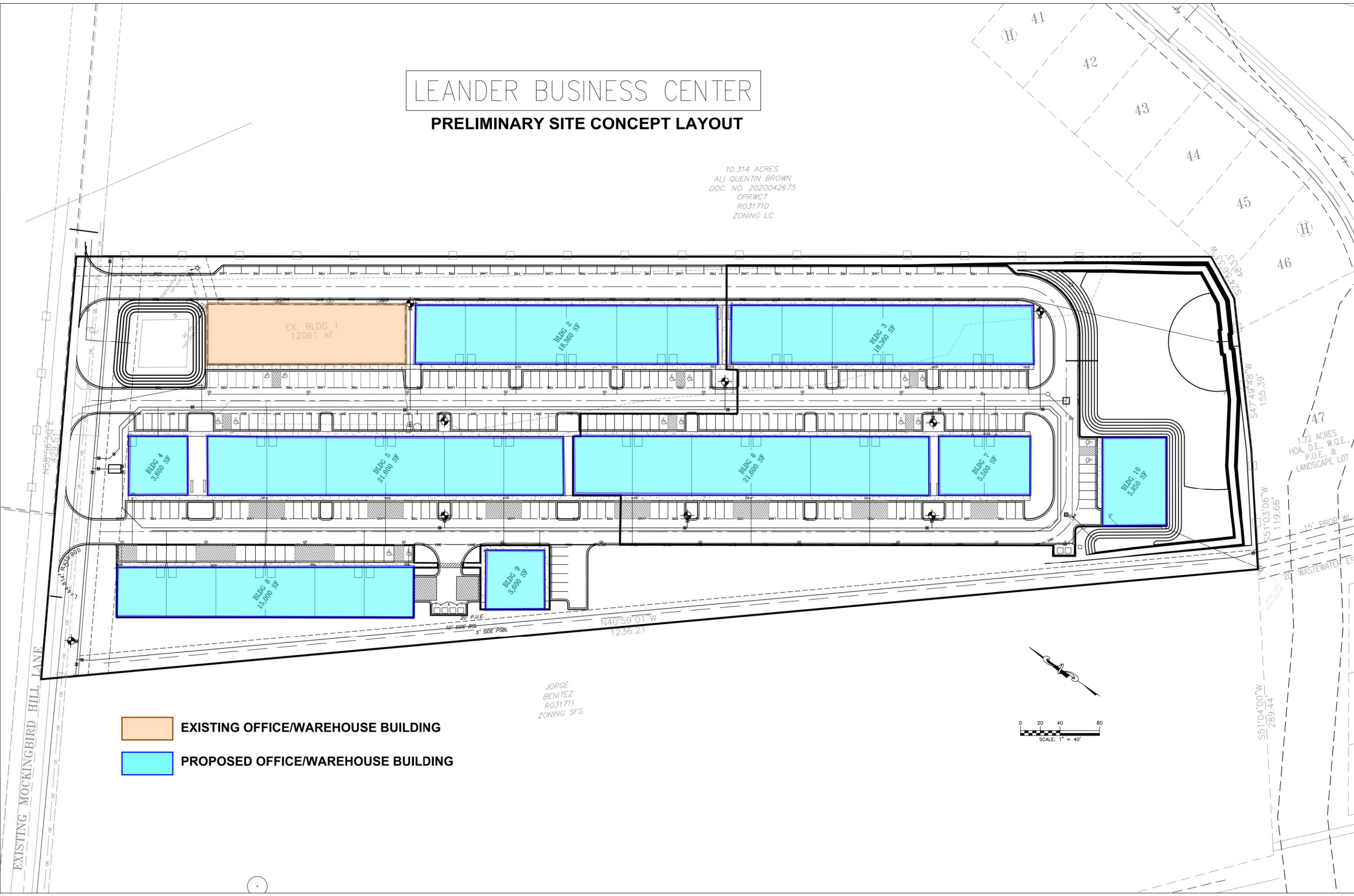
PUD LAND USE

- 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

**LEANDER BUSINESS CENTER
MINOR PUD ZONING CHANGE
APPLICATION
ZONING MAP**

LEANDER BUSINESS CENTER
PRELIMINARY SITE CONCEPT LAYOUT

10.314 ACRES
ALI QUENTIN BROWN
DOC. NO. 2020042675
OPRWCT
R031710
ZONING LC



- EXISTING OFFICE/WAREHOUSE BUILDING
- PROPOSED OFFICE/WAREHOUSE BUILDING

JORGE
BENITEZ
R031711
ZONING SFS



**LEANDER BUSINESS CENTER
MINOR PUD
ADJACENT LANDOWNER
NOTIFICATION MAP (500' RADIUS)**

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CREATING THE LEANDER BUSINESS CENTER MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF LC-2-A (LOCAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 10.25 acres $\pm$; being more particularly described in Exhibit "B"; more commonly addressed as 80 Mockingbird Hill; identified by Williamson Central Appraisal District tax identification number R031713; more particularly described in Instrument Number 2022080294; recorded in the Official Public Records of Williamson County, Texas.

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

and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 16th day of November, 2023.
FINALLY PASSED AND APPROVED on this the 7th day of December, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



**MINUTES
PLANNING & ZONING COMMISSION
CITY OF LEANDER, TEXAS**

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

October 26, 2023 at 6:00 PM



Place 1 – Donnie Mahan, *Chair*
Place 2 – John Cosgrove
Place 3 – Ron May
Place 4 – Deirdre Moss

Place 5 – James Oliver
Place 6 – Laura Lantrip, *Vice-Chair*
Place 7 – Vacant

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

1. Call to Order at 6:00 p.m.
2. Roll Call.
All commissioners were present except Commissioner Ron May.
3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the October 19, 2023 meeting
4. Review of meeting protocol.
5. Citizen Comments: Three (3) minutes allowed per speaker.
No one wished to speak.

CONSENT AGENDA: ACTION

6. Approval of Minutes.

Motion made by Commissioner John Cosgrove, seconded by Commissioner Deirdre Moss to approve Consent Agenda item 6.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip,
Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

PUBLIC HEARING: ACTION

7. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0081 to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development – Conventional Development Sector) to adopt the CR 269 & Hero Way Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial) on one parcel of land approximately 4.15 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R346169; and more commonly addressed as 1548 & 1550 CR 269, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0081 as described above.

Motion made by Vice Chair Laura Lantrip, seconded by Commissioner Deirdre Moss to approve the zoning request.

Imran Sunesasa spoke in favor of this zoning request.

Suneel Vallabhaneni spoke in favor of this zoning request.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

8. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0083 to amend the current zoning of LC-2-B (Local Commercial) to adopt the Leander Business Center PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) on one parcel of land approximately 10.25 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031713; and more commonly addressed as 80 Mockingbird Hill, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0083 as described above.

Motion made by Commissioner James Oliver, seconded by Commissioner John Cosgrove to approve the zoning request.

Submitted via the website in favor of the zoning request:

Mark T. Monson 2812 Vista Heights Dr.

Bernard Robinsor 3708 Juniper Rim

Imran Sunesara 1905 Puccini Path

Terry Jacobs 2201 Bona Vista Way

Steven McKinney 200 Jennifer Lane

Jared Mauck 2967 Hero Way

Jack Johnson 960 Merrill Dr

Safan Dauva 1517 Sunset Vista Bnd

Anthony M. 203 Fossil Try

Aditya Gar 2112 Gabriel's Horn

Parveen Krishna 908 Azulejo Lagoon Drive

Kishore Chander 1125 Azul Lagoon Drive

Nijana Robinson 2401 Bravo Pass

Ro Redi 100 Captain Loop

Irfan Momin 2037 Bel Paese Bnd.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

9. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0087 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Titan Leander PUD (Planned Unit Development) with the base zoning district of HC-4-D (Heavy Commercial) on five parcels of land approximately 115.80 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R099758, R086290, R031580, R555207, and R108828; and generally located approximately 2,000 feet to the east of the intersection of 183A Toll Road and Hero Way, on the northside of Hero Way, Leander, Williamson County, Texas.
- Discuss and consider action regarding Zoning Case Z-23-0087 as described above.

Motion made by Commissioner John Cosgrove, seconded by Commissioner James Oliver to approve the zoning request.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

10. Ordinance Case OR-23-0011: Hold a public hearing and consider action on amending the Sign Ordinance to update Section 3.08.11 D. Sign Illumination to address illuminated white signs, update Section 3.08.12 A. Temporary Signs to add temporary neighborhood signs, and Section 3.08.013 Master Sign Plan, and to provide for related matters; Leander, Williamson & Travis Counties, Texas. Applicant: City of Leander.
- Discuss and consider action regarding Ordinance Case OR-23-0011 as described above.

Motion made by Vice Chair Laura Lantrip, seconded by Commissioner Deirdre Moss to approve the sign ordinance.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

REGULAR AGENDA

11. Adjournment at 6:33 p.m.

APPROVED:

CHAIRMAN MAHAN

ATTEST:

VERONICA TOVAR
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Conduct a Public Hearing regarding Subdivision Case CP-22-0001 to adopt the FM 2243 Concept Plan on two (2) parcels of land approximately 16.727 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R327095 and R433125; generally located on the north side of RM 2243 between 183A Toll Road and Ronald Reagan Boulevard, more commonly known as 8770 RM 2243, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-22-0001 as described above.

BACKGROUND:

This request is the first step 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:

12/03/2020 Zoning Approved

10/12/2023 Planning & Zoning Commission, 1st Public Hearing – Postponed due to notice error.

10/19/2023 City Council, 2nd Public Hearing – Postponed due to notice error.

APPLICANT/AGENT:

RSD Engineering (Hind Saad) on behalf of 8770 Leander Partners LLC (Mahshid Shenwari)

RECOMMENDATION:

The proposal includes one (1) commercial lot. Staff recommends approval of this request. The Planning & Zoning Commission recommendation will be available during the meeting.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. CP-22-0001 Att 1 FM 2243 Industrial Park Concept Plan
2. CP-22-0001 Att 2 Location Map - FM 2243 Industrial Park

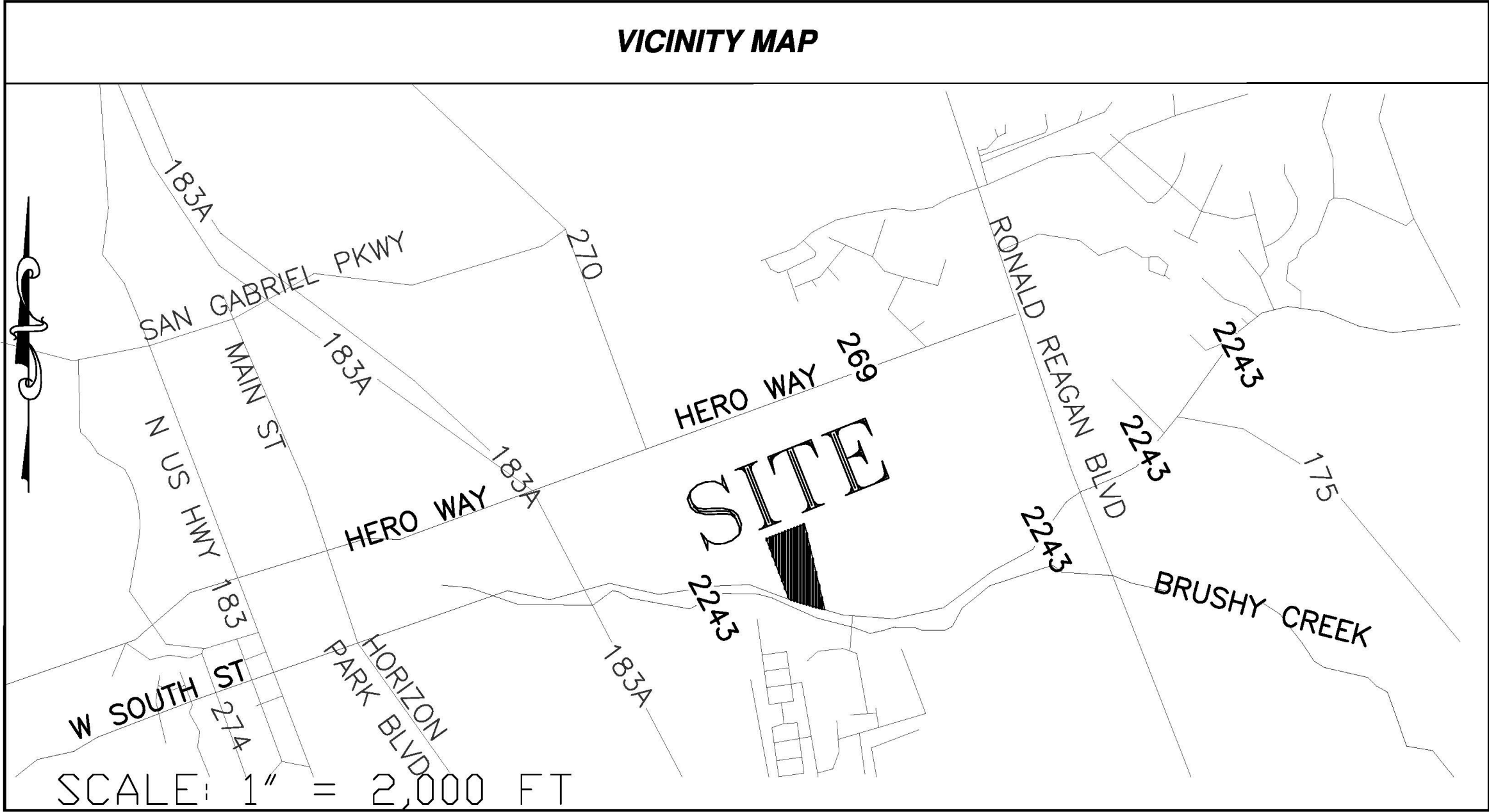
FM 2243 INDUSTRIAL PARK

CONCEPT PLAN

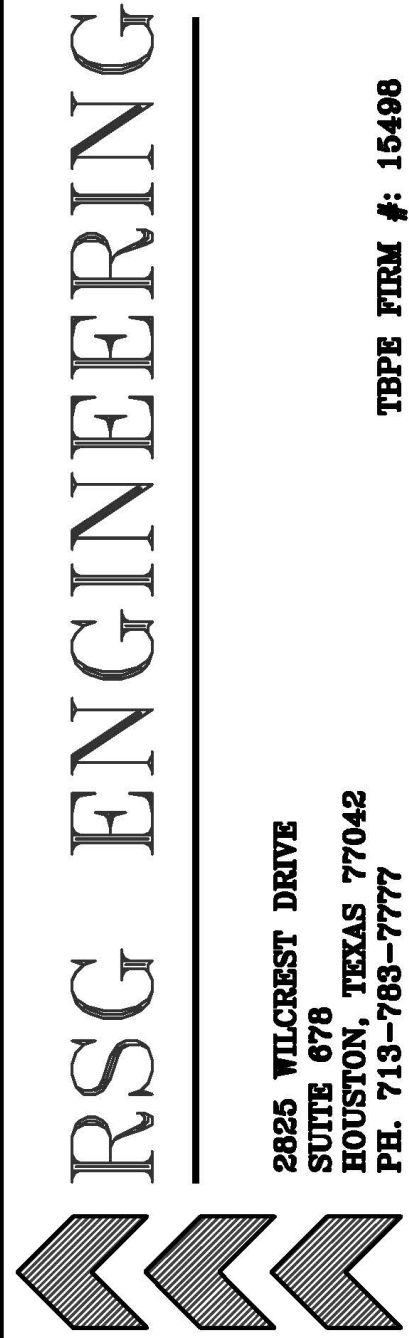
PROJECT INFORMATION

- PROPERTY OWNER NAME, ADDRESS AND PHONE NUMBER:
 - PROPERTY OWNER NAME: 8770 LEANDER PARTNERS LLC
 - ADDRESS: 15120 NORTHWEST FREEWAY, SUITE 190, HOUSTON, TEXAS 77040
 - PHONE NUMBER: 713.744.7414
 - ENGINEER NAME, ADDRESS, AND PHONE NUMBER:
 - ENGINEER NAME: SALIM OBEID
 - ADDRESS: 13501 KATY FWY SUITE 3180 HOUSTON TEXAS 77079
 - PHONE NUMBER: 713-783-7777
 - EMAIL: SOBEID@RSGCOMPANIES.COM
 - SURVEYOR NAME, ADDRESS, AND PHONE NUMBER:
 - SURVEYOR NAME: ERIC J. DANNHEIM
 - ADDRESS: 302 W. HOPKINS, SUITE 1A, SAN MARCOS, TEXAS 78666
 - PHONE NUMBER: 979-567-4500
 - AGENT NAME, ADDRESS, AND PHONE NUMBER:
 - AGENT NAME: HIND SAAD
 - ADDRESS: 13501 KATY FWY SUITE 3180 HOUSTON TEXAS 77079
 - PHONE NUMBER 713-842-7069
 - EMAIL: HIND@RSGCOMPANIES.COM
 - SUBMITTAL DATE: 01.04.2022
- PROPERTY ZONING: GC-4-C
GC-4-D
GC-5-D
- FUTURE LAND USE CATEGORY AS IDENTIFIED ON THE FUTURE LAND USE MAP:
 - EMPLOYMENT CENTER

INDEX OF DRAWINGS		SHEET
COVER SHEET		1
CONCEPT PLAN		2

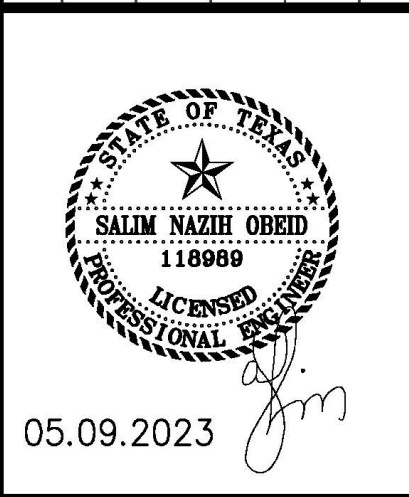


PROPERTY AREA	INTENDED USE	COMPATIBILITY WITH COMPREHENSIVE PLAN
728,661.63 SF. = 16.727 AC.	COMMERCIAL USE	EMPLOYMENT CENTER

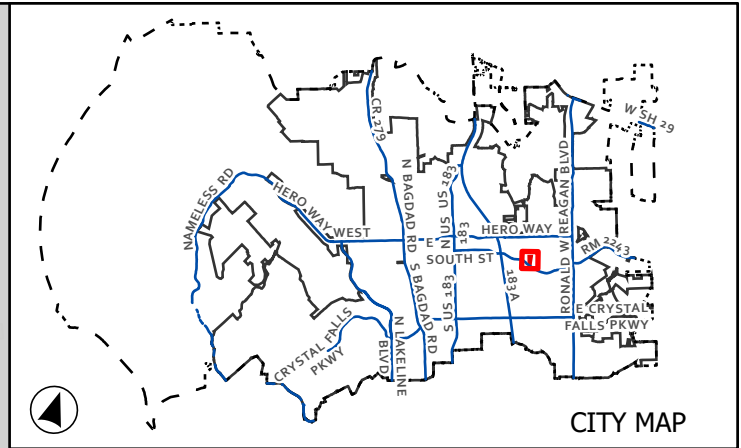
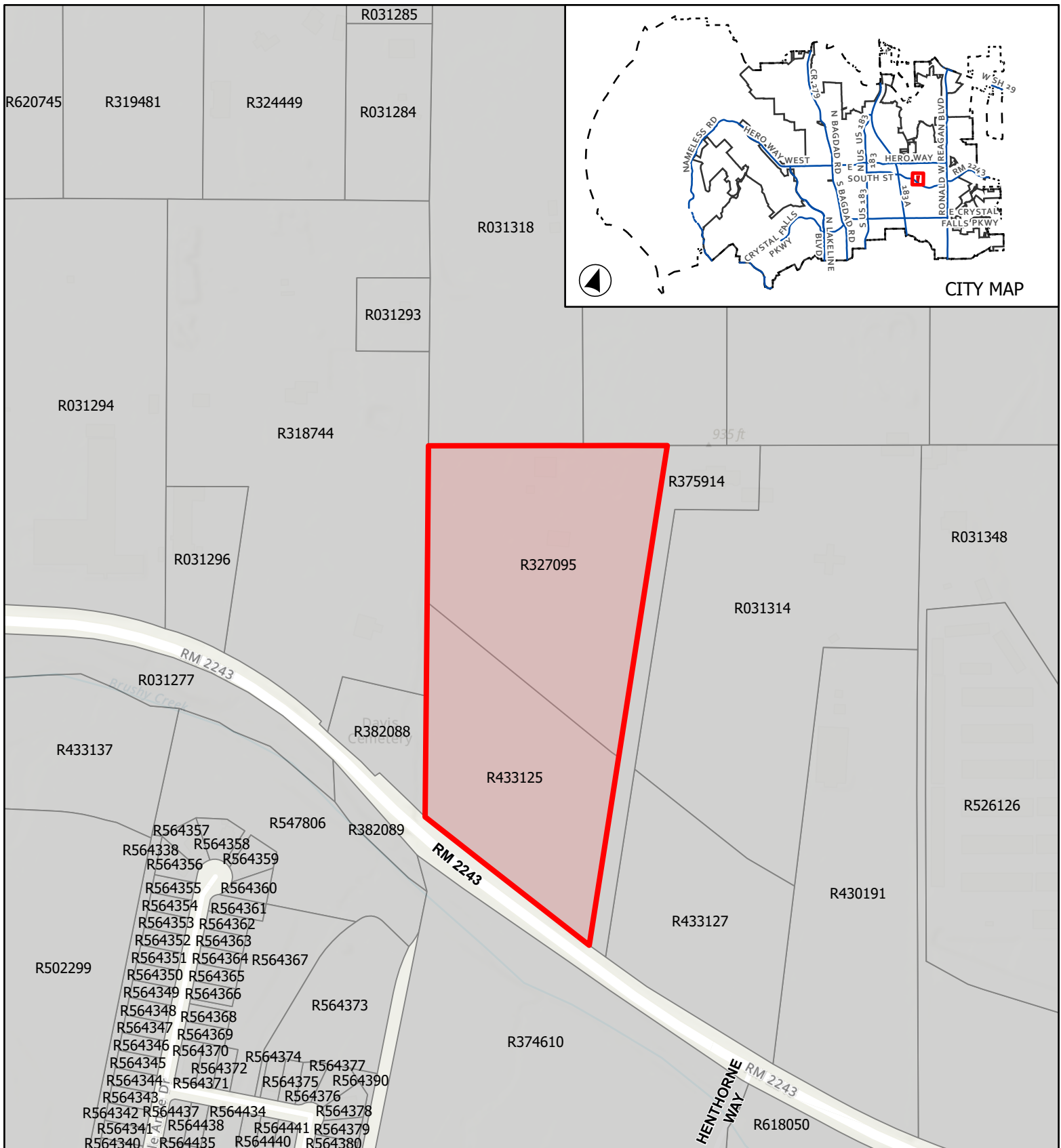


project
FM 2243 WATER LINE CROSSING
& WASTEWATER IMPROVEMENTS
at
FM 2243
LEANDER, TEXAS 78641

REVISIONS	



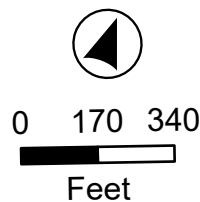
COVER SHEET	
DRAWN BY: CM	CHECKED: SNO
PROJECT No: 2102.22	SHEET No: 1



CASE: CP-22-0001 ATTACHMENT 2 FM 2243 INDUSTRIAL PARK

Location Map

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



- City Limits
- ETJ Boundary
- Subject Boundary

DEVELOPMENT PROPOSAL REVIEW APPLICATION & CHECKLIST

Project Name: Burleson-Roberts Tract

Submittal Date: _____

This application and checklist is provided as a service of the City of Leander. Its purpose is to assist the applicant in preparing a proposal that meets City standards so it can be expedited through the review process.

Please either submit a thumb drive / disk or email the Planning Department the submittal documents for review at planning@leandertx.gov.

INSTRUCTIONS

- A developer who wishes to develop land within the city limits and who may require a comprehensive plan amendment can submit a petition to the City Council for review prior to submitting development applications to the City.
- A Pre-Development meeting is required to be scheduled prior to submission of the Development Proposal Review application. These meetings are scheduled every Monday starting at 2:30 p.m. (if Monday is a holiday it is held on the first working day of the week). Please make an appointment with the Planning Department (512) 528-2751.
- Current applications and City ordinances may be found on the City's website (www.leandertx.gov) or at City Hall. Incomplete applications will be returned for additional information prior to review and placement on the City Council agenda. Once the application has been received as complete, the case will be placed on the next available City Council agenda.
- Presentations to City Council should not exceed 10 minutes without prior approval of the City Council.
- The purpose of the development proposal review process will be to allow a developer the opportunity to present their case to the City Council and receive any feedback or opinions that the City Council may offer prior to the developer submitting development applications for the proposed development. Any statements, feedback, or opinions given by the City Council shall not constitute approval of any development-related application and shall not be binding on the City Council with respect to any applications that are later considered by the City Council related to the proposed development.
- A development proposal review is voluntary and is not a prerequisite for a developer to submit land development-related application to the City. The development proposal review request will not constitute an application for a permit under Chapter 245, Texas Local Government Code, and shall not otherwise constitute a basis for vesting or grandfathering the proposed development.
- At the end of the meeting, the Council will take action on the request. If approved, the approval will expire six months after action. This presentation is not a public hearing, however, citizens are able to sign up to speak at the meeting.

REQUIRED ITEMS FOR SUBMITTAL

- Email or submit a disk/thumb drive including the following submittal documents in PDF:
 - Deed for the property
 - Aerial Map with the property location identified
 - Future Land Use Map with the property location identified
 - Development Meeting notes
 - PowerPoint Presentation for the City Council Meeting (suggested items: maps, aerials, etc)
 - Any other proposed site plans, layouts, etc for review by the Council

PROJECT INFORMATION

Street Address/Location Description: 14750 Ronald W Reagan Blvd and 3400 Journey Parkway

Subdivision Name: _____ Section: _____ Lot(s): _____ Block: _____

Legal Description: Called 289.05 acres being all of the remainders of various tracts described in the deeds to Mary Frances Roberts of record in Doc. #2013049911 and Burleson Ranches, Ltd of record in Doc. #2013065089 and 2012107179, all of the OPRWCTx.

Zoning District: SFR-1-B and SFR-2-B
(USE-SITE-ARCHITECTURE)

Future Land Use Category (as identified on the Future Land Use Map: Multi-use Corridor and Neighborhood Residential

Presenter Name, Company, & Title: John A. Clark, PE - LJA Engineering, Senior Vice President - Central Texas Manager

Brief Summary of Proposal: Remove Multi-Use Corridorland use from along Journey Pkwy frontage of tract, replace with Neighborhood Residential on each side of the existing school tracts. Propose to use the natural drainage way parallel to Ronald Reagan as the boundary between Neighborhood residential FLUM area and the Multi-Use Corridor FLUM area.

APPLICANT INFORMATION:

Please Note: The signature also indicates that the applicant or his agent has reviewed the requirements of this checklist and all items on this checklist have been addressed and complied with. If there are multiple property owners, please submit multiple copies of this sheet.

The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

(Check One):

☐ I, the owner, will represent this application with the City of Leander.

☒ I, the owner, hereby authorize the person named below to act as my agent in processing this application with the City of Leander.

OWNERSHIP INFORMATION:

Property Owner: Mary Frances Roberts

Company: Burleson Ranches, LTD

(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.)

Phone:

Fax:

Address: 28217 Honeysuckle Drive

City: Demascus

State: MD Zip: 20872

Email:

Mobile: 301-801-2220

By signing this form, the owner of the property authorizes the City Council of Leander to discuss the proposed development. Owner further acknowledges that submission of an application does not in any way obligate the City to approve the application. The owner understands that the development proposal review request will not constitute an application for a permit under Chapter 245, Texas Local Government Code, and shall not otherwise constitute a basis for vesting or grandfathering the proposed development. By indicating an agent on the application, the property owner authorizes the agent to represent the request and all official contact will be between the City of Leander and the agent.

Owner's Signature:

Mary Frances Burleson Roberts
limited partner

Date: 10-20-2023

THE STATE OF Maryland

§

§

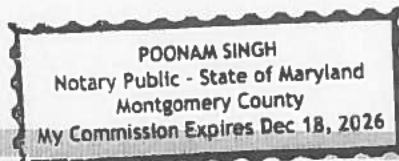
KNOW ALL MEN BY THESE PRESENTS

§

COUNTY OF Montgomery

Before me, _____, on this day personally appeared Mary Frances Burleson Roberts known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of October, 2023.



Notary Public's Signature

Poonam Singh

My Commission Expires:

12-18-2026

AGENT INFORMATION:

If an agent is representing the owner of the property, please complete the following information:

Agent Name: T. W. Hoysa, P.E.

Company: LJA Engineering, Inc.

Phone: (512) 439-4700

Fax:

Address: 2700 La Frontera Blvd, Suite 150

City: Round Rock

State: TX Zip: 78681

Email: whoysa@lja.com

Mobile:

I hereby attest that I prepared this application/checklist and that all information shown hereon is correct and complete to the best of my knowledge.

T. W. Hoysa
Signature

T. W. HOYSA, PE
Name (printed)

10/25/23
Date

CONFLICT OF INTEREST DISCLOSURES

Please submit at the time of submission of application and update disclosures within 7 business days after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

ARTICLE 9.05, CITY CODE OF ORDINANCES – CODE OF ETHICS:

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

▪ **Ethics Ordinance – Disclosure Statements**

The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain relationships and conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the above link.

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 agree 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:

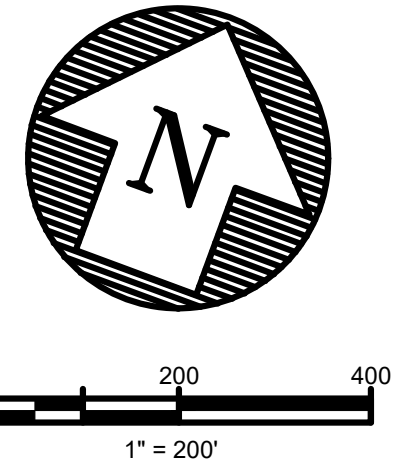
- (1) An employee or officer of the city that advises or makes presentations to the board or city body; or
- (2) Any member of the board or city body;

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.

Sec. 9.05.009(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 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 councilmember, commissioner, or business entity in which a councilmember 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.

Do Not Write Below – Staff Use Only

Accepted for Processing by: _____ Date: _____



BURLESON-FRANCES
TRACT
AERIAL PHOTO EXHIBIT
10/24/2023



City of Leander Development Services
201 N Brushy St
PO Box 319
Leander, Texas 78646-0319
Fax (512) 259-1425
www.leandertx.gov

Meeting Date: 8.7.2023
Meeting Time: 2:00 PM
Project Name: Single family development

PRE-DEVELOPMENT MEETING WORKSHEET

The purpose of a Development Meeting is to provide a property owner/developer with the opportunity to participate in a meeting with all departments involved in the development process. These meetings are scheduled to discuss local development regulations and project proposals with city staff. Helpful links can be found on page 10 of this document.

Development Meetings are conducted on Monday afternoons. This worksheet provides commonly asked questions and links to different ordinance requirements. **This meeting does not constitute approval or a permit and the discussions are preliminary.** This meeting does not cover all ordinances or requirements.

NOTE: Any information provided at the Development Meeting is considered PRELIMINARY. The information is not binding and does not vest the project or proposal, and does not represent a complete review of your project. In-depth reviews are provided during the application process.

The City makes no assurances as to the accuracy of any information provided at pre-development meetings or in any other communications to applicants and assumes no liability if an applicant relies upon inaccurate information to its detriment.

The following departments attend the meetings:

- Building Permits
- Engineering
- Planning
- Fire
- Parks & Recreation

NOTES PREPARED BY: Merrily Van Leuven

Contact Names: John Clark, John Bhonon, Walter Hoysa, Jackson Hanna

Ph #: 512-439-4701 (John Clark), 512-844-2236 (John Bohnon), 512-767-7300 (Walter) 713-591-2449
(Jackson)

Email: [REDACTED]

Project Location: Ronald Reagan & Journey Pkwy (R485247; R458248; R031575; R392187; R392188; R031534 & R031533)

Project Description / Type: Single family development 40 to 70ft lots

ZONING

- The current zoning for this property is SFR-1-B (Single Family Rural) and SFR-2-B.
- A zone change will be required to accommodate lot sizes. The City of Leander has adopted a water resolution that prioritizes low-density use components (SFR, SFE, and SFS). It will be challenging for staff to support reduced lot sizes based on the water resolution.
- The water resolution (Resolution 22-031-00 Rezoning Priorities) and water plan can be found here: <https://www.leandertx.gov/publicworks/page/phase-2-water-conservation-effect>
- The zone change application can be found using the following link: <https://www.leandertx.gov/planning/page/zoning-submittal-packets>
- The zone change typically takes about 3 months of processing time and requires a public hearing with the Planning and Zoning Commission and another with City Council.
- Before the first public hearing, the applicant is required to perform neighborhood outreach to all properties zoned or used as residential within 500 feet and provide feedback that was provided by the neighbors. More information is provided on the application.
- The submittal schedule can be found using the following link: <https://www.leandertx.gov/planning/page/zoning>

FUTURE LAND USE

- The future land use category for this property is Multi-Use Corridor, Multi-Use Corridor – Priority Corridor, Neighborhood Residential & Greenway.
 - Multi-Use Corridor category is compatible with SFT, TF, CH LO, LC, GC (Priority Corridors*), PUD zoning districts.
 - Neighborhood Residential category is compatible with SFR, SFE, SFS, SFU, SFC, SFL, SFT, TF, CH, NR, PUD zoning districts.
 - Greenway category is compatible with all existing zoning districts.

PLATTING AND SUBDIVIDING

- This property is currently unplatted.
- The next step in the subdivision process is to submit an application for zoning.
- A phase plan is required for all subdivisions that include more than thirty (30) lots. Phases may not be under review concurrently or under construction concurrently. Phasing requirements:
 - Phasing time frames shall comply with the term of the concept plan.
 - Phases shall be provided in sequential order and include all subsections.

- Each phase shall include all the property for each phase and the proposed number of water LUE's.
- Each phase shall include all required infrastructure and drainage facilities to support the phase.
- Phases shall not create remnant tracts less than five (5) acres in size.
- The application can be found using the following link:
<https://www.leandertx.gov/planning/page/subdivisions-submittal-packets>

UTILITIES

- Wastewater System Map: <https://www.leandertx.gov/planning/page/wastewater-system-map>
- Water System Map: <https://www.leandertx.gov/planning/page/water-system-map>
- Please complete an Open Records Request for specific plans, here is the link:
<https://www.leandertx.gov/citysecretary/webform/open-records-request>

CIP	Leander Water Improvement Projects	MGD*	Estimated Timeline										Estimated Cost
			2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
	[Current Treatment Capacity]	25											
...	Bagdad/New Hope Water Entry												\$1,400,000
...	San Gabriel Booster Pump Station												\$5,000,000
...	San Gabriel Parkway 24 inch Waterline												\$1,100,000
W.41	San Gabriel EST												\$7,000,000
W.72	Lakeline Blvd Phase 1												\$3,125,000
W.18	RM 2243 Waterline												\$4,200,000
...	BCRUA WTP Phase 1D Parallel Raw Water Line												\$1,700,000
...	BCRUA Clear Well -- 6MG Tank												\$7,000,000
W.69	Sandy Creek WTP Sludge/Train Improvements	2											\$18,000,000
W.74	Terminus High-Zone Pump Station and GST												\$13,300,000
...	BCRUA WTP Phase 1D	5											\$9,000,000
W.42	Advanced Metering Infrastructure												\$5,500,000
...	BCRUA Deep Water Intake Permanent Power (PEC)												\$11,000,000
W.55	Travisso Elevated Storage Tank												\$8,300,000
W.46	Ronald Reagan Pump Station and GST ¹												\$18,000,000
W.32	BCRUA Phase 2 Deep Water Intake ²												\$123,000,000
W.45	BCRUA WTP Phase 2A	12											\$23,000,000
TOTAL Treatment Capacity		44											
			TOTAL Estimated Cost										\$259,625,000

* MGD = Million Gallons per Day

1. Phase one of the project; Estimated cost is for entire project

2. Project contingencies included in estimated cost

System Improvement

Treatment Improvement

DRAINAGE AND DETENTION

- Detention is required to be provided with any increase of impervious cover. Drainage studies for this site will be reviewed upon submittal.
- Water quality ponds are typically required for properties over five acres in size. These are reviewed and approved by Texas Commission on Environmental Quality. A determination letter will be required with submittal to the City of Leander showing either approval of the pond or stating that one is not required.

- City of Austin Drainage Criteria Manual is adopted for drainage requirements with some amendments. The Atlas 14 rainfall rates were recently adopted which increased the rates for Leander per City of Leander Drainage Policy. Leander rainfall can be found in below link.
<https://www.leandertx.gov/engineering/page/drainage-criteria>
- All detention ponds are required to have minimum freeboard of one foot if less than 64 acres or two feet if over 64 acre for the 100 year rainfall.

TRANSPORTATION

- Driveways:
 - All driveways will be require a review by the City of Leander.
 - Driveways along US 183 or RM 2243 require a permit from TxDOT.
 - Driveways along 183A Toll Road require a permit from CTRMA.
- Driveway spacing along arterial, highway, and toll roads shall comply with the TxDOT Access Management Manual. All other driveways shall comply with the City of Austin Transportation Criteria Manual for any other streets.
- Streets with speed limits higher than 45mph shall require deceleration lane per TxDOT Roadway Adequacy Manual.
- Public Streets shall meet roadway sections and pavement design from CAPEC guidelines as per City of Leander latest Transportation Masterplan.
<https://www.leandertx.gov/planning/page/2020-leander-comprehensive-plan> (Appendix E under Supporting Documents)
- Contact the Engineering Department to discuss any required right-of-way dedication and roadway adequacy fees. These requirements are based on the Transportation Master Plan and the current status of the road improvements. The Transportation Master Plan can be found here: <https://www.leandertx.gov/planning/page/2020-leander-comprehensive-plan> (select Appendix E-1 & E-2 under “Supporting Documents”). Roadway adequacy fees are set by the City Engineer based on the amount of missing pavement. This fee is calculated as 50% of the missing pavement width multiplied by the length of frontage along said road. Rough proportionality shall be applied to the calculation of the Roadway Adequacy Fee.
- If the site is generating more than 2,000 average daily trips, a TIA is required. A fee in lieu of a TIA may be requested at the time of development. The developer may request a fee-in-lieu of the TIA, if requested the fee would be paid as stated in Section 10.3 of the Code of Ordinances. Approval of a fee-in-lieu of TIA is at the discretion of the City Engineer. Please contact the City Engineer to schedule a scoping meeting and discuss any requirements for the review and submittal.
- If a developer requests, a fee-in-lieu of for the TIA may be paid at the stated in Section 10.3 of the Code of Ordinances. Approval of an in-lieu- of payment is at the discretion of the City Engineer.

- During the platting process, the project is required to comply with the perimeter block length requirements of the ordinance. Perimeter block length is the additive length of the roadways that make up a block. Properties zoned for residential purposes shall not exceed a perimeter block length of 3,500 feet (SFR Single-Family Rural use components may be up to 6,000 feet). Blocks along arterial streets or containing commercial or industrial uses shall not exceed 4,000 feet.

PARKS AND RECREATION

- Parkland is required to be dedicated at a rate of 3.5 acres per 100 dwelling units. A fee in lieu of dedicating parkland may be paid for full or a portion of acreage in the amount of \$1,050 per dwelling unit.
- Recreational Improvements Fees is required to be paid in the amount of \$400 per dwelling unit.
- Parks Department will review your parkland and determine what improvements may be credited towards requirements.

SITE PLANNING

- The building setbacks are determined by the use component and can be found in the Composite Zoning Ordinance – Article VI, Section 6 (a). If a non-residential property is adjacent to a residential property, additional setbacks are required. If a permitted non-residential use is proposed in a residential district, the setbacks associated with the LO use component apply.
- If all buildings are constructed with 85% masonry on the first story and 50% masonry on all other stories, the setbacks may be reduced. This incentive can be found in the Composite Zoning Ordinance – Article VI, Section 6 (g) (1).
- If all buildings are constructed with 100% masonry, the setbacks may be reduced. This incentive can be found in the Composite Zoning Ordinance – Article VI, Section 6 (g) (1).
- The paving setbacks are determined by the site component and can be found in the Composite Zoning Ordinance – Article VI, Section 6 (a).
- The parking requirements can be found in Article VI, Sections 3, 4, & 5. These requirements are based on the proposed use. There are options available to propose an alternative parking plan.
- Parking spaces that are facing towards an arterial road are required to be screened by a four foot tall landscaped berm or masonry wall.
- Sites located within a center are required to provide a Master Architectural Plan that provides a material pallet showing it is consistent with other sites along that roadway. Please complete an open records request to request Master Architectural Plans that have been approved in the area.
- Gas pumps are not permitted to be located closer to the road than the building unless the columns are constructed of 100% masonry.

- Drive-through lanes are not permitted to be located closer to the road than the building when located on an arterial road unless screened from view from the right of way.
- Dumpsters are not permitted to be located closer to the road than the primary building. A dumpster enclosure is required and shall be constructed of masonry.

LANDSCAPING AND TREE MITIGATION

- All setback areas for non-residential and multi-family developments are required to be landscaped at a rate of two two-caliper inch shade trees and four five-gallon shrubs per 600 square feet.
- Residential developments require three one-gallon shrubs, three five-gallon shrubs, and two two-caliper inch trees.
- All parking spaces are required to be located within 50 feet of a tree.
- All detention facilities are required to be screen from view from public roads or residential uses.
- Sites located along arterial roads are required to provide a Major Corridor Streetscape Plan that provides a landscape pallet showing it is consistent with other sites along that roadway. Please complete an open records request to request Master Streetscape Plans that have been approved in the area.
- Tree mitigation for significant trees on this site is as follows:
 - Up to 50% of surveyed inches of trees between eight and 18 caliper inches may be removed without mitigation. Any trees removed over the 50% will require a replacement ratio of 1:1.
 - Any trees removed between 18 and 26 caliper inches require approval by the Planning and Zoning Commission or approval of an alternative Tree Mitigation Plan by the Director and require a replacement ratio of 2:1.
 - Heritage trees measuring over 26 caliper inches require approval by the Planning and Zoning Commission and City Council, a fee of \$300 per caliper inch removed, and a replacement ratio of 3:1.

BUILDING AND SIGN PERMITS

- Building and sign permit applications may be submitted on the Development Hub.
- The 2015 International Building Code is currently adopted.
- Signs are permitted depending on the roadway it is located on.
- The sign ordinance can be found using the following link:
<https://www.leandertx.gov/planning/page/maps-guides>

FIRE REQUIREMENTS

- The 2015 International Fire Code is currently adopted.
- All buildings over 6,000 square feet are required to be sprinkled. Intense uses and higher occupancy loads on uses such as restaurants may require sprinklers on less square footage.
- A secondary access is required if over 30 units are located within one access point. Access points must be separated by at least half of the total diagonal length of the site.

SUBMITTAL PROCESS



Application submittals are accepted through the Development Hub (www.leandertx.gov/hubgo). Once the items are submitted, they will be reviewed for completeness. A response will be sent to you in regards to any additional items that are needed or that the acceptance of the application is confirmed.

Applications may be submitted at any time, the filing date is the next available date listed on the submittal schedule. Please contact the Planning Department at planning@leandertx.gov if you have any questions.

The applications must be approved in the following order:

1. Future Land Use and/or Zoning
 2. Concept Plan
 3. Preliminary Plat
 4. Public Improvements Construction Plans
 5. Final Plat
 6. Site Development Plans
 7. Building Permit
- Steps 4 through 7 may be reviewed concurrently for non-residential or multi-family projects but must be approved in order. These steps may be concurrent as long as there are existing streets and utilities serving the property.
 - Single-family projects do not require Site Development Plans. Building permit applications may not be submitted for review until the Engineering Departments confirms that the roads and utilities are installed. The building permit may not be issued until after the subdivision improvements are accepted by the City.
 - Approval times vary by project. The review schedule can be found using the following link: <https://www.leandertx.gov/planning/page/subdivision>

STAFF CONTACTS / MEETING ATTENDANCE

PLANNING DEPARTMENT

☒ Robin Griffin, Executive Director of Development Services	512-528-2763	rgriffin@leandertx.gov
☐ Michael Chenausky, Senior Planner	512-528-2729	mchenausky@leandertx.gov
☒ Cory Dale, Planner	512-528-2712	cdale@leandertx.gov
☒ Justin Hunt, Planner	512-528-2751	jhunt@leandertx.gov
☒ Jason Pho, Assistant Planner	512-528-2707	jpho@leandertx.gov
☒ Merrily Van Leuven, Assistant Planner	512-528-2954	mvanleuven@leandertx.gov

ENGINEERING DEPARTMENT

☒ Emily Truman, City Engineer	512-528-2797	etruman@leandertx.gov
☒ Sarvesh Dhakal, Assistant City Engineer	512-528-2775	sdhakal@leandertx.gov
☒ Michael Duval, Senior Engineer	512-528-2751	mduval@leandertx.gov
☐ Ann Weis, Senior Engineer	512-528-2725	aweis@leandertx.gov
☒ Tessa Heines, Engineer	512-528-2933	theines@leandertx.gov
☐ Ashish Pant, Engineer	512-528-2760	apant@leandertx.gov
☐ Zach Whitlock, EIT	512-528-2764	zwhitlock@leandertx.gov

PUBLIC WORKS DEPARTMENT

☐ Gina Ellison, Public Works Director	512-259-2640	gellison@leandertx.gov
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FIRE DEPARTMENT

☒ Chief Joshua Davis, Fire Marshal	512-528-2847	jdavis@leandertx.gov
☐ Capt. Eddie Bailey, Fire Inspector/Investigator	512-528-2846	ebailey@leandertx.gov

PERMITS DEPARTMENT

☐ Chris Wheat, Building Official	512-528-2868	cwheat@leandertx.gov
☐ German Saiz, Senior Plan Reviewer	512-528-2985	gsaiz@leandertx.gov

PARKS & RECREATION DEPARTMENT

☐ Mark Tummons, Parks & Recreation Director	512-528-2993	mtummons@leandertx.gov
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ECONOMIC DEVELOPMENT DEPARTMENT

☒ Randall Malik, Economic Development Director	512-528-2855	rmalik@leandertx.gov
☐ Nichole Vance, Assistant Director of Economic Development	512-528-2852	nvance@leandertx.gov

CONTACTS & WEBSITES

CITY OF LEANDER

(512-528-2700)

City of Leander	www.leandertx.gov
Code of Ordinances	codes.franklinlegal.net/leander%2Dflp/
Development Applications	www.leandertx.org/planning
Documents & Forms	www.leandertx.org/documents
Transportation & Drainage Criteria Manuals	https://library.municode.com/tx/austin/codes/

TRAVIS COUNTY

(512-834-9317)

Travis County	www.co.travis.tx.us
Travis County Appraisal	www.traviscad.org

WILLIAMSON COUNTY

(512-943-1100)

Williamson County	www.wilco.org
Williamson County Appraisal	www.wcad.org/appraisal/publicaccess/

UTILITIES

Gas:	ATMOS Energy	(512) 310-3805
Water:	City of Leander	(512) 528-2700
Electricity:	Pedernales Electric	(512) 331-8883
Television Cable:	Sudden Link Communications	(512) 930-3085
Solid Waste Services:	AI Clawson Disposal, Inc	(512) 259-1709

PUBLIC TRANSPORTATION

Commuter Train Park & Ride:	Capital Metro	(512) 639-6200
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OTHER IMPORTANT CONTACTS

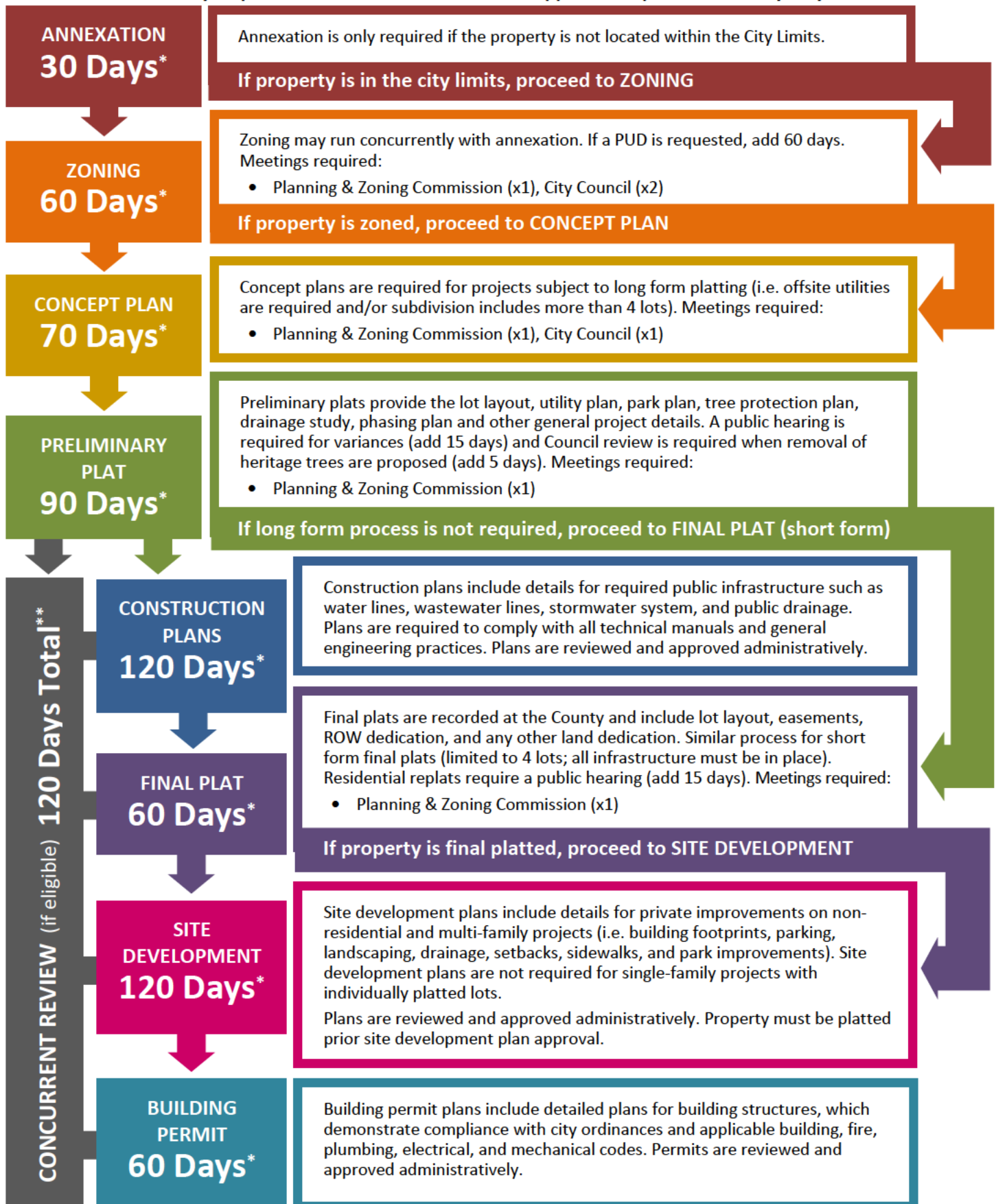
Federal Emergency Management Agency (FEMA):	http://www.fema.gov/	(940) 898-5399
Leander Independent School District(LISD):	http://www.leanderisd.org/	(512) 434-5000
Leander Public Library:	http://www.youseemore.com/leander/	(512) 259-5259
Leander Post Office:		(512) 259-1965
Lower Colorado River Authority (LCRA):	http://www.lcra.org/	(512) 473-3200
Crystal Falls Golf Course:	http://www.crystalfallsgolf.com/	(512) 259-5855
Leander Chamber of Commerce:	http://www.leandercc.org/visitor.htm	(512) 259-1907
Newspapers: Community Impact	http://impactnews.com/leander-cedar-park	(512) 989-6808
Hill Country News	http://www.hillcountrynews.com/	(512) 259-4449
Texas Commission on Environmental Quality (TCEQ):	http://www.tceq.state.tx.us/	(512) 239-1000
Texas Parks & Wildlife Department (TPWD):	http://www.tpwd.state.tx.us/	(512) 389-4800
Texas Department of Licensing & Regulation (TDLR):	http://www.license.state.tx.us/	(512) 463-6599
Texas Department of State Health Services:	http://www.dshs.state.tx.us/	(512) 458-7111
Upper Brushy Creek WCID	http://www.upperbrushycreekwcid.org/	(512) 617-3129
U.S. Army Corps of Engineers	http://www.usace.army.mil/	(202) 761-0011
U.S. Fish & Wildlife Service	http://www.fws.gov/	1-800-344-WILD

HELPFUL LINKS

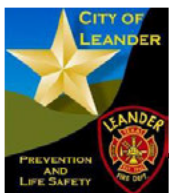
- Development Services: <https://www.leandertx.gov/ds>
- Development Hub: <https://www.leandertx.gov/hubgo>
- Comprehensive Plan: <https://www.leandertx.gov/planning/page/2020-leander-comprehensive-plan>
- Zoning: <https://www.leandertx.gov/planning/page/zoning>
- Subdivisions: <https://www.leandertx.gov/planning/page/subdivision>
- Maps & Guides: <https://www.leandertx.gov/planning/page/maps-guides>
- Applications & Checklists: https://www.leandertx.gov/forms?tid=30&tid_1=All
- Current Developments: <https://www.leandertx.gov/planning/page/current-developments>
- Development Guide: <https://www.leandertx.gov/planning/page/development-guide>
- Transportation Plan: <https://www.leandertx.gov/planning/page/2020-leander-comprehensive-plan> (Appendix E under Supporting Documents)
- Impact Fees: <https://www.leandertx.gov/permits/page/additional-forms>
- Planning: <https://www.leandertx.gov/planning>
- Engineering: <https://www.leandertx.gov/engineering>
- Permits: <https://www.leandertx.gov/permits>
- Fire: <https://www.leandertx.gov/fire>
- Parks: <https://www.leandertx.gov/parksrec>

City of Leander Development Process

* Days shown below are estimates of total process time, including city and applicant reviews.
City response times follow a set schedule. Applicant response times may vary.



**Concurrent review is permitted in situations where the public improvement plans are not required for the final plat to be recorded. Single-family, two-family, cottage housing, townhouses, and cottage regime are not eligible for concurrent review of the building permit with the subdivision process.



Fire Code Requirements During Construction

- A Temporary Address must be in place and visible from the primary access roadway at all times or until a permanent address is in place.
- *Approved* fire department access roadway or an *approved* temporary road shall be in place before building construction or demolition. (Ref. IFC 3310.1)
- All Fire Hydrants for the site must meet City of Leander Detail #101-4.
- Fire Hydrants shall be inspected by the Fire Marshal's Office prior to being installed.
- Fire Hydrants must be in operating condition with adequate water flow as soon as combustible materials arrive on site (Ref. IFC 3312.1)
- Approved, inspected, portable fire extinguisher shall be in place in accordance with fire code with not less than one at each stairway, in every storage, construction shed and where special hazards exist, including, storage and use of combustible and flammable liquids. (Ref. IFC 3315.1)
- A readily accessible means to contact 911 shall be made available at the construction site.
- Smoking shall be prohibited except in *approved* areas. Smoking is prohibited in areas where conditions are such as to make smoking a hazard and in spaces where combustible or flammable liquids are stored or handled. Signs shall be conspicuously posted.
- Combustible debris, rubbish and waste material shall not be accumulated within buildings.
- Temporary electrical wiring for power and light installations shall be in compliance with NFPA 70.

Email: LFDprevention@leandertx.gov

Inspection Line: 512-528-2748

The Leander Fire Marshal's Office has the authority to conduct random construction safety inspections as provided by the adopted Codes and Ordinances.

Respectfully,

Joshua Davis

Assistant Chief / Fire Marshal

P.O. Box 319 Leander, Texas 78646

Fax 512-528-0726 www.LeanderTX.gov

ver102017

Burleson Ranch

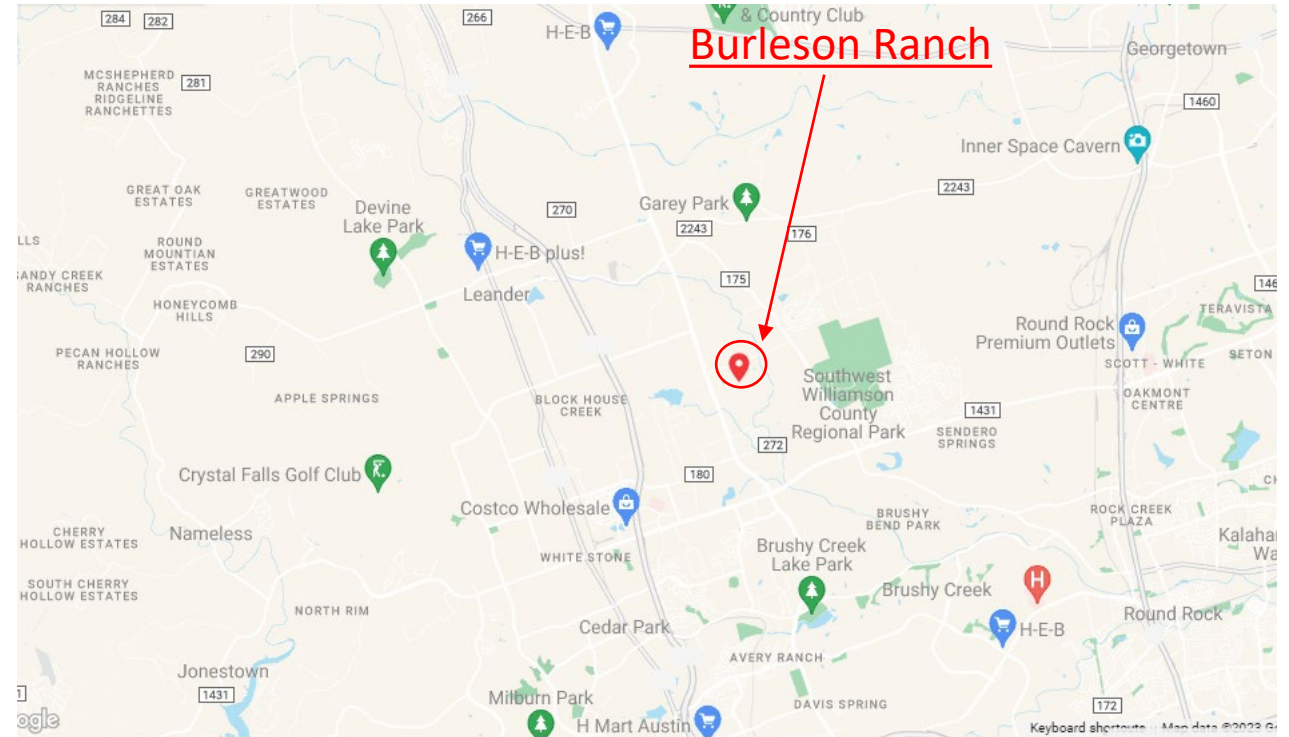
FLUM Change Proposal

Project Team

- LJA Engineering
 - John Clark, PE
 - Walter Hoysa, PE
- Hamilton-Thomas Homes
 - John Bohnen
- Riverside Resources
 - Bennett Holcomb
 - Jackson Hanna

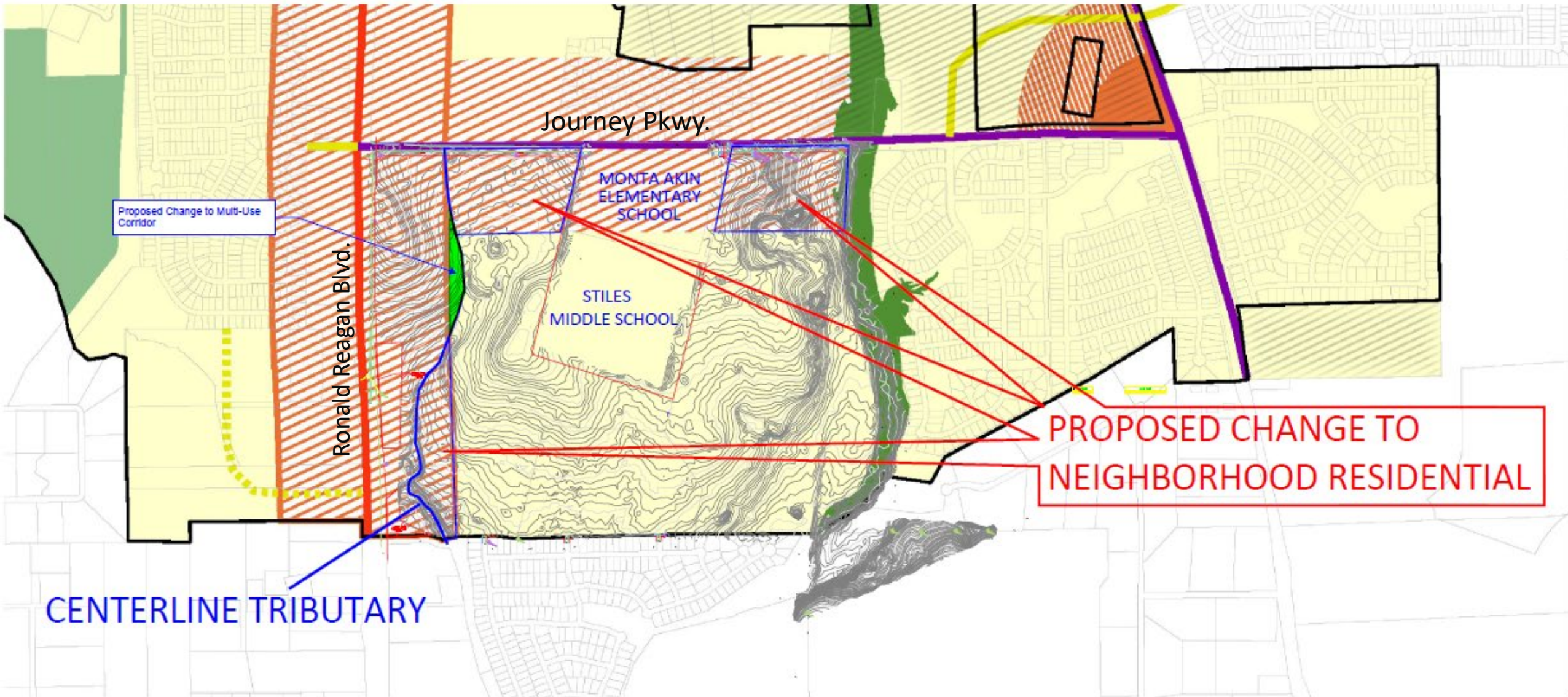
Location

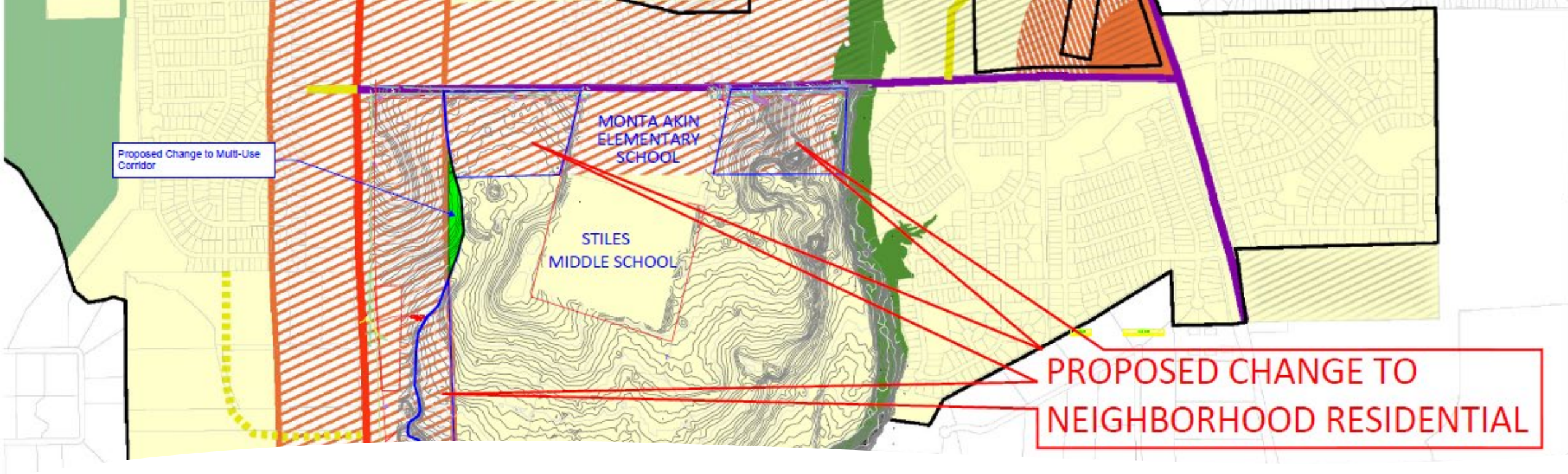
- 14750 Ronald Reagan Blvd & 3400 Journey Pkwy
 - 289.1 Acres
 - Zoning District: SFR-1-B and SFR-2-B





Revised FLUM Map





Considerations

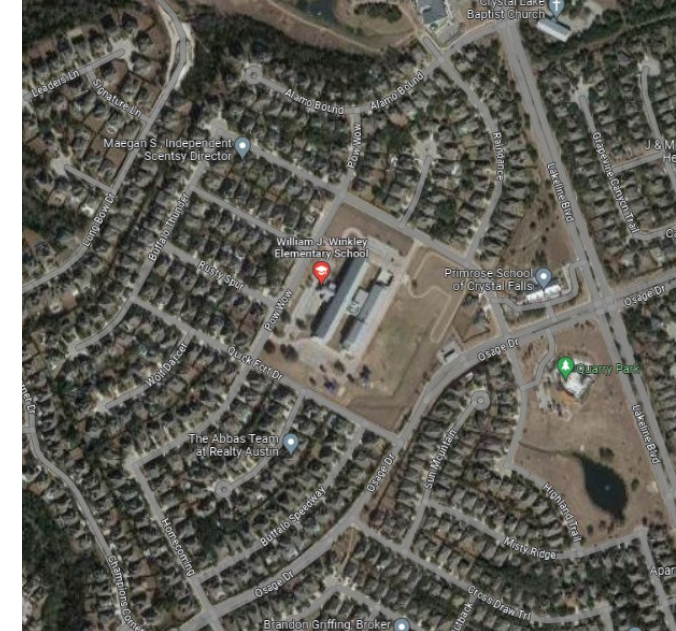
- Creek provides a natural boundary to the Multi-Use corridor along Ronald Reagan
- Neighborhood residential to surround either side of the elementary school
 - Atypical to have commercial zoning adjacent to schools, with most elementary schools in Leander surrounded by single-family housing (see next slide for examples)



Pleasant Hill Elementary



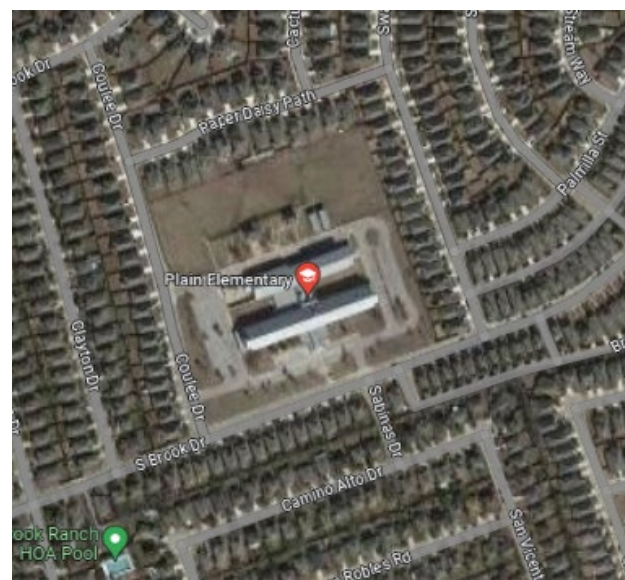
Whitestone Elementary



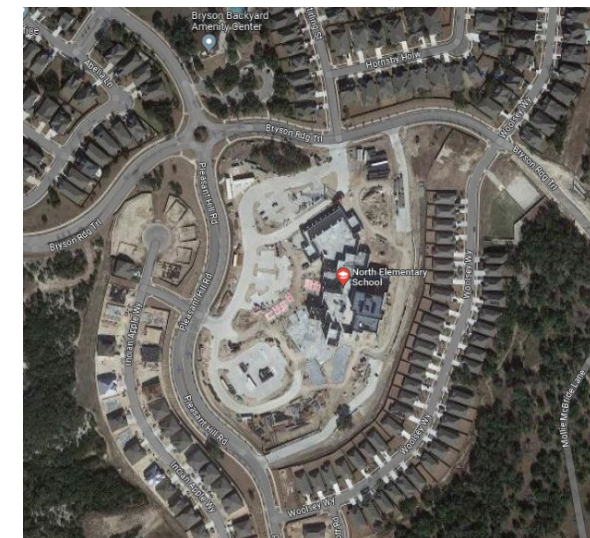
Winkley Elementary



Bagdad Elementary



Plain Elementary

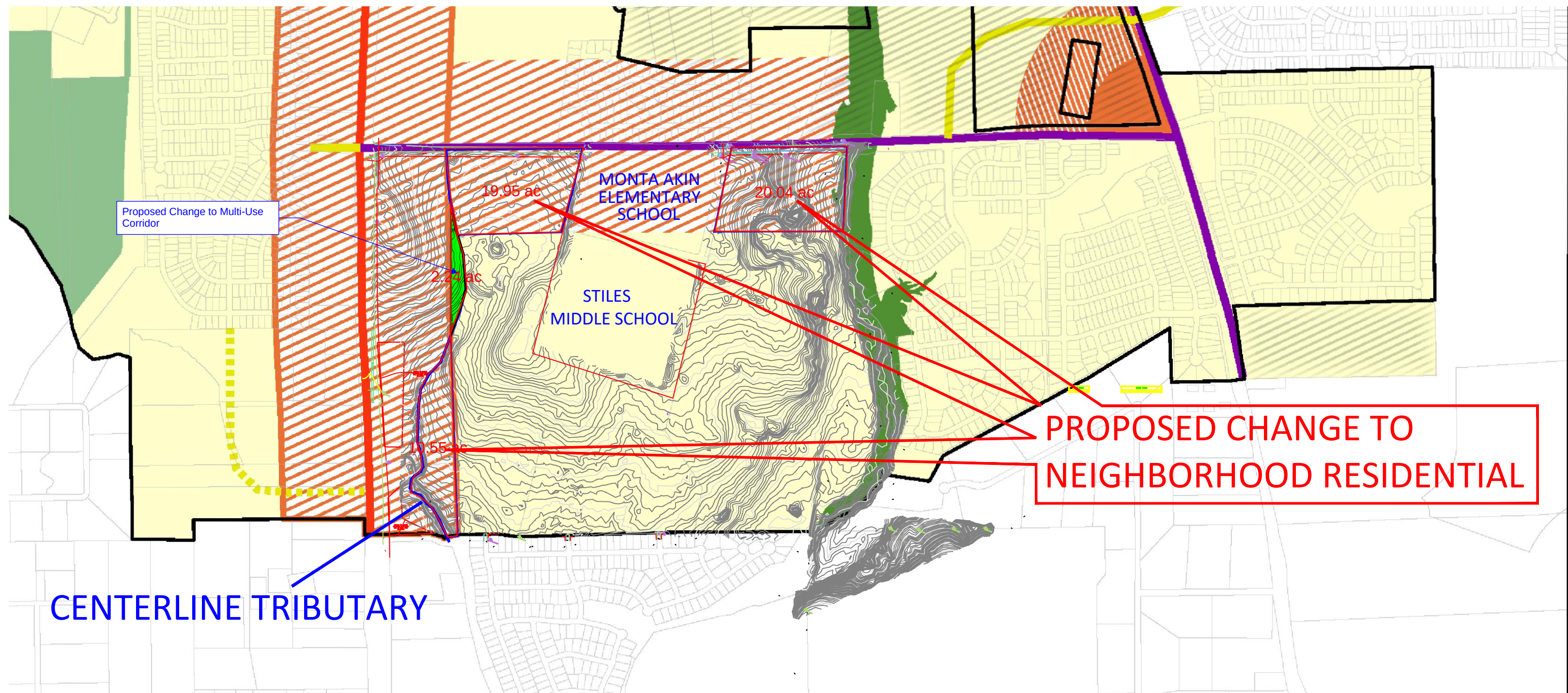


North Elementary

Bubble Plan



Thank you!





EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Receive a presentation on traffic options and improvements related to the closing of a portion of street right-of-way commonly known as County Road 177 (CR 177).

BACKGROUND:

The existing Low Water Crossing located along CR 177 is narrow, in poor condition, and is not suitable for projected future traffic. There have been multiple accidents, including a school bus in 2018. Therefore, staff recommends permanent closure. Exhibit A of the Ordinance shows the planned closure details.

Staff has reached out to various stakeholders (City's Fire and Police, Williamson County, Leander Independent School District, and Williamson County EMS) regarding the closure and each have indicated that they have no concerns.

This item was previously presented at the October 10, 2023 City Council meeting. During the discussion, additional information was requested, and the item tabled for a future meeting after additional data was obtained. As requested, staff studied the following items and the findings are summarized and included in the staff presentation.

- Current ADT and vehicle classification (Attachment 2)
- Estimated cut-through traffic
- Projected future ADT considering the planned developments
- Potential improvements at CR177 and Ronald Reagan intersection

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends and respectfully requests direction on presenting an Ordinance establishing permanent closure of a Low Water Crossing located along CR 177.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Ordinance Closing a Portion of CR 177
2. CR177 Traffic Count Data

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, TO CLOSE A PORTION OF STREET RIGHT-OF-WAY COMMONLY KNOWN AS CR 177, PROVIDING FOR GATES, SIGNS, AND THE WIDENING OF THE SHOULDER OF THE RIGHT-OF-WAY; PROVIDING SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the street right-of-way as shown in Exhibit A, attached hereto and incorporated by reference herein, commonly known as CR 177 is not necessary for use by the City, the general public, or the landowners adjacent thereto as an alley or street;

WHEREAS, Chapt. 311.007, *Tex. Trans. Code*, authorizes home rule cities to vacate, abandon, or close a street or alley;

WHEREAS, the City of Leander Ordinances, Section 1.08, Streets and Public Property, provides that the city has exclusive dominion, control, and jurisdiction over public streets and further may vacate or abandon the same; and

WHEREAS, the City of Leander desires to vacate and abandon a portion of CR 177 as shown on Exhibit A.

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 incorporated into this Ordinance as findings of fact by the City Council of Leander, Texas.

Section 2. Right-of-Way. The portion of the right-of-way commonly known as CR 177 as depicted on Exhibit A, is hereby permanently closed, vacated, and abandoned by the City and the general public.

Section 3. Appurtenances to closing. The Public Works Department of the City of Leander are to install the gates, signs, and widen the shoulder, as shown on Exhibit A, and all other things necessary and incidental, to effectuate the closing of the portion of the right-of-way shown on Exhibit A.

Section 4. Severability. Should any section or part of this ordinance 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 ordinance are declared to be severable.

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage.

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, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED on this 16 day of November, 2023.

Attest:

THE CITY OF LEANDER, TEXAS

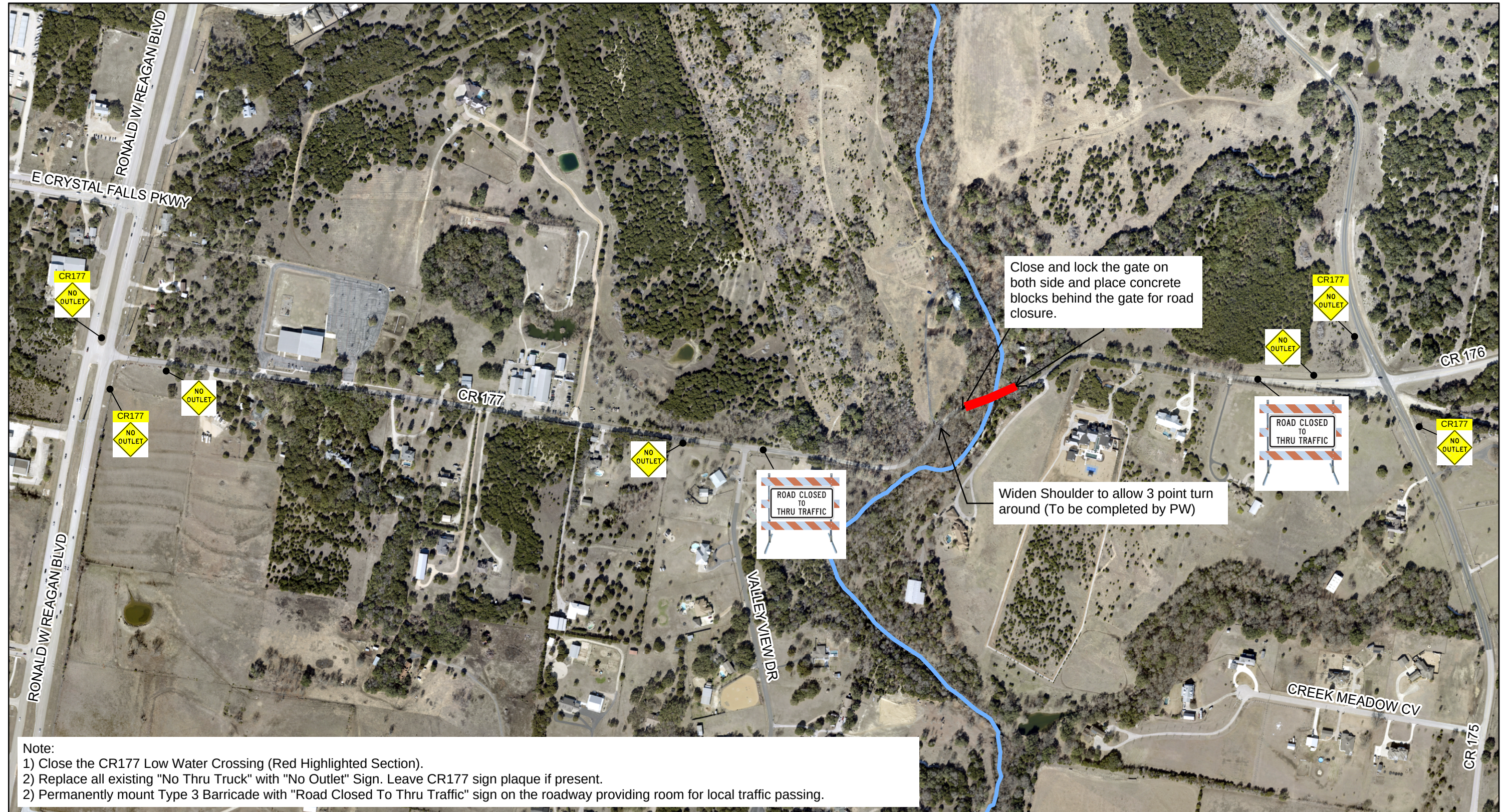
Dara Crabtree, City Secretary

Christine DeLisle, Mayor

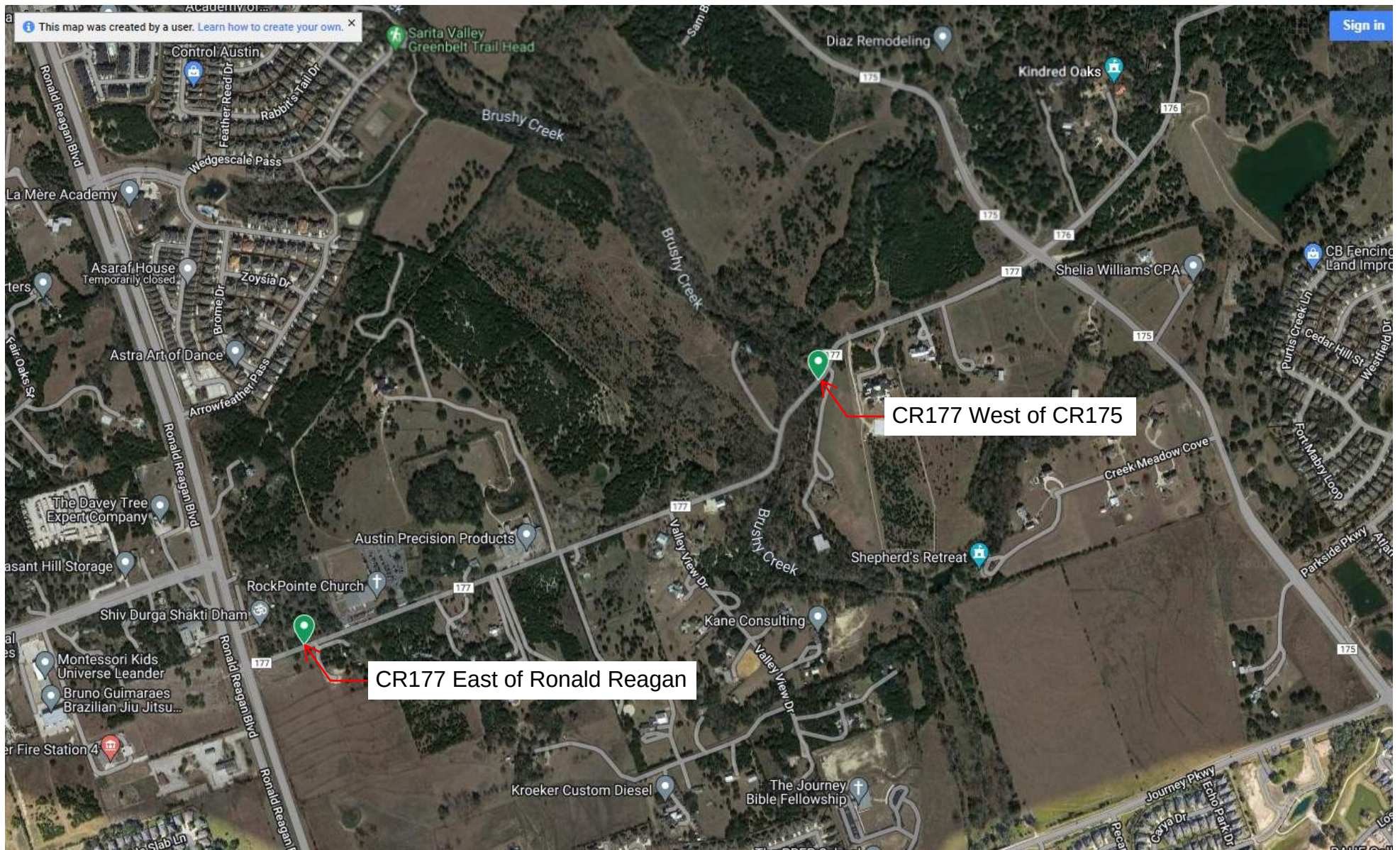
Exhibit A
(see attached)



CR 177 Low Water Crossing Closure Signage Plan



CR177 Traffic Count- Tube Locations



CR177 Traffic Count: Volume Summary

Day	CR177 East of Ronald Reagan					CR177 West of CR175				
	Day Total			Peak Volume		Day Total			Peak Volume	
	EB	WB	Total	AM	PM	EB	WB	Total	AM	PM
Sun, 10-15	740	700	1440	184	181	540	503	1043	82	95
Mon, 10-16	979	996	1975	238	226	842	858	1700	228	199
Tue, 10-17	1016	1141	2157	271	243	855	986	1841	256	227
Wed, 10-18	1080	1117	2197	246	266	908	993	1901	223	253
Thu, 10-19	1027	1126	2153	235	322	854	969	1823	214	280

CR177 Traffic Count: Vehicle Classification Summary

LOCATION: CR 177 east of Ronald Reagan SPECIFIC LOCATION: CITY/STATE: Leander, TX														QC JOB #: 16368204 DIRECTION: EB, WB DATE: Oct 15 2023 - Oct 19 2023	
Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
Grand Total	50	5921	2681	39	923	18	3	93	3	0	0	0	0	191	9922
Percent	0.5%	59.7%	27%	0.4%	9.3%	0.2%	0%	0.9%	0%	0%	0%	0%	0%	1.9%	
ADT 1984															

LOCATION: CR 177 west of CR 175 SPECIFIC LOCATION: CITY/STATE: Leander, No														QC JOB #: 16368205 DIRECTION: EB, WB DATE: Oct 15 2023 - Oct 19 2023	
Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
Grand Total	79	4724	2104	16	921	26	15	109	1	0	0	1	1	311	8308
Percent	1%	56.9%	25.3%	0.2%	11.1%	0.3%	0.2%	1.3%	0%	0%	0%	0%	0%	3.7%	
ADT 1661															

Type of report: Tube Count - Volume Data

LOCATION: CR 177 east of Ronald Reagan							QC JOB #: 16368204			
SPECIFIC LOCATION:							DIRECTION: EB, WB			
CITY/STATE: Leander, TX							DATE: Oct 15 2023 - Oct 19 2023			
Start Time	Mon	Tue	Wed	Thu	Fri	Average Weekday Hourly Traffic	Sat	Sun 15 Oct 23	Average Week Hourly Traffic	Average Week Profile
12:00 AM								19	19	
01:00 AM								18	18	
02:00 AM								4	4	
03:00 AM								2	2	
04:00 AM								1	1	
05:00 AM								0	0	
06:00 AM								7	7	
07:00 AM								29	29	
08:00 AM								60	60	
09:00 AM								105	105	
10:00 AM								184	184	
11:00 AM								107	107	
12:00 PM								181	181	
01:00 PM								123	123	
02:00 PM								99	99	
03:00 PM								87	87	
04:00 PM								99	99	
05:00 PM								90	90	
06:00 PM								90	90	
07:00 PM								51	51	
08:00 PM								38	38	
09:00 PM								22	22	
10:00 PM								19	19	
11:00 PM								5	5	
Day Total								1440	1440	
% Weekday Average										
% Week Average						0%		100%		
AM Peak Volume								10:00 AM 184	10:00 AM 184	
PM Peak Volume								12:00 PM 181	12:00 PM 181	
Comments:										

Report generated on 10/23/2023 12:52 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

Type of report: Tube Count - Volume Data

LOCATION: CR 177 east of Ronald Reagan								QC JOB #: 16368204		
SPECIFIC LOCATION:								DIRECTION: EB, WB		
CITY/STATE: Leander, TX								DATE: Oct 15 2023 - Oct 19 2023		
Start Time	Mon 16 Oct 23	Tue 17 Oct 23	Wed 18 Oct 23	Thu 19 Oct 23	Fri	Average Weekday Hourly Traffic	Sat	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM	3	2	6	5		4			4	
01:00 AM	0	1	1	1		1			1	
02:00 AM	0	0	2	1		1			1	
03:00 AM	2	1	1	4		2			2	
04:00 AM	4	3	6	2		4			4	
05:00 AM	29	27	31	21		27			27	
06:00 AM	48	50	67	50		54			54	
07:00 AM	238	271	246	235		248			248	
08:00 AM	168	159	163	142		158			158	
09:00 AM	90	125	99	89		101			101	
10:00 AM	82	67	65	62		69			69	
11:00 AM	88	106	89	93		94			94	
12:00 PM	98	98	91	97		96			96	
01:00 PM	96	100	111	99		102			102	
02:00 PM	110	114	120	112		114			114	
03:00 PM	131	161	155	165		153			153	
04:00 PM	226	217	207	227		219			219	
05:00 PM	216	243	266	322		262			262	
06:00 PM	146	199	146	176		167			167	
07:00 PM	73	97	119	107		99			99	
08:00 PM	85	51	153	65		89			89	
09:00 PM	27	44	37	43		38			38	
10:00 PM	9	12	11	29		15			15	
11:00 PM	6	9	5	6		7			7	
Day Total	1975	2157	2197	2153		2124			2124	
% Weekday Average	93%	101.6%	103.4%	101.4%						
% Week Average	93%	101.6%	103.4%	101.4%		100%				
AM Peak Volume	7:00 AM 238	7:00 AM 271	7:00 AM 246	7:00 AM 235		7:00 AM 248			7:00 AM 248	
PM Peak Volume	4:00 PM 226	5:00 PM 243	5:00 PM 266	5:00 PM 322		5:00 PM 262			5:00 PM 262	
Comments:										

Report generated on 10/23/2023 12:52 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

Type of report: Tube Count - Volume Data

LOCATION: CR 177 east of Ronald Reagan							QC JOB #: 16368204			
SPECIFIC LOCATION:							DIRECTION: EB			
CITY/STATE: Leander, TX							DATE: Oct 15 2023 - Oct 19 2023			
Start Time	Mon	Tue	Wed	Thu	Fri	Average Weekday Hourly Traffic	Sat	Sun 15 Oct 23	Average Week Hourly Traffic	Average Week Profile
12:00 AM								8	8	
01:00 AM								17	17	
02:00 AM								3	3	
03:00 AM								1	1	
04:00 AM								1	1	
05:00 AM								0	0	
06:00 AM								2	2	
07:00 AM								12	12	
08:00 AM								31	31	
09:00 AM								73	73	
10:00 AM								82	82	
11:00 AM								60	60	
12:00 PM								47	47	
01:00 PM								54	54	
02:00 PM		52	52							
03:00 PM		41	41							
04:00 PM		61	61							
05:00 PM		50	50							
06:00 PM		58	58							
07:00 PM		32	32							
08:00 PM		25	25							
09:00 PM		13	13							
10:00 PM		14	14							
11:00 PM		3	3							
Day Total								740	740	
% Weekday Average										
% Week Average						0%		100%		
AM Peak Volume								10:00 AM 82	10:00 AM 82	
PM Peak Volume								4:00 PM 61	4:00 PM 61	
Comments:										

Report generated on 10/23/2023 12:52 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

LOCATION: CR 177 east of Ronald Reagan								QC JOB #: 16368204		
SPECIFIC LOCATION:								DIRECTION: EB		
CITY/STATE: Leander, TX								DATE: Oct 15 2023 - Oct 19 2023		
Start Time	Mon 16 Oct 23	Tue 17 Oct 23	Wed 18 Oct 23	Thu 19 Oct 23	Fri	Average Weekday Hourly Traffic	Sat	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM	2	1	3	5		3			3	
01:00 AM	0	0	0	1		0			0	
02:00 AM	0	0	2	1		1			1	
03:00 AM	1	1	0	2		1			1	
04:00 AM	2	1	2	1		2			2	
05:00 AM	9	10	17	7		11			11	
06:00 AM	14	16	24	14		17			17	
07:00 AM	73	90	69	67		75			75	
08:00 AM	104	71	82	82		85			85	
09:00 AM	40	51	52	45		47			47	
10:00 AM	38	34	32	23		32			32	
11:00 AM	42	47	35	45		42			42	
12:00 PM	50	44	50	46		48			48	
01:00 PM	59	44	62	58		56			56	
02:00 PM	47	60	56	52		54			54	
03:00 PM	69	84	86	79		80			80	
04:00 PM	115	108	104	97		106			106	
05:00 PM	104	117	110	157		122			122	
06:00 PM	98	101	80	95		94			94	
07:00 PM	48	51	71	60		58			58	
08:00 PM	33	41	107	33		54			54	
09:00 PM	20	26	27	33		27			27	
10:00 PM	6	10	5	21		11			11	
11:00 PM	5	8	4	3		5			5	
Day Total	979	1016	1080	1027		1031			1031	
% Weekday Average	95%	98.5%	104.8%	99.6%						
% Week Average	95%	98.5%	104.8%	99.6%		100%				
AM Peak Volume	8:00 AM 104	7:00 AM 90	8:00 AM 82	8:00 AM 82		8:00 AM 85			8:00 AM 85	
PM Peak Volume	4:00 PM 115	5:00 PM 117	5:00 PM 110	5:00 PM 157		5:00 PM 122			5:00 PM 122	
Comments:										

Type of report: Tube Count - Volume Data

LOCATION: CR 177 east of Ronald Reagan						QC JOB #: 16368204			
SPECIFIC LOCATION:						DIRECTION: WB			
CITY/STATE: Leander, TX						DATE: Oct 15 2023 - Oct 19 2023			
Start Time	Mon	Tue	Wed	Thu	Fri	Average Weekday Hourly Traffic	Sat Sun 15 Oct 23	Average Week Hourly Traffic	Average Week Profile
12:00 AM							11	11	
01:00 AM							1	1	
02:00 AM							1	1	
03:00 AM							1	1	
04:00 AM							0	0	
05:00 AM							0	0	
06:00 AM							5	5	
07:00 AM							17	17	
08:00 AM							29	29	
09:00 AM							32	32	
10:00 AM							102	102	
11:00 AM							47	47	
12:00 PM							134	134	
01:00 PM							69	69	
02:00 PM							47	47	
03:00 PM							46	46	
04:00 PM		38	38						
05:00 PM		40	40						
06:00 PM		32	32						
07:00 PM		19	19						
08:00 PM		13	13						
09:00 PM		9	9						
10:00 PM		5	5						
11:00 PM		2	2						
Day Total							700	700	
% Weekday Average									
% Week Average						0%	100%		
AM Peak Volume							10:00 AM 102	10:00 AM 102	
PM Peak Volume							12:00 PM 134	12:00 PM 134	
Comments:									

Report generated on 10/23/2023 12:52 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

LOCATION: CR 177 east of Ronald Reagan								QC JOB #: 16368204		
SPECIFIC LOCATION:								DIRECTION: WB		
CITY/STATE: Leander, TX								DATE: Oct 15 2023 - Oct 19 2023		
Start Time	Mon 16 Oct 23	Tue 17 Oct 23	Wed 18 Oct 23	Thu 19 Oct 23	Fri	Average Weekday Hourly Traffic	Sat	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM	1	1	3	0		1			1	
01:00 AM	0	1	1	0		1			1	
02:00 AM	0	0	0	0		0			0	
03:00 AM	1	0	1	2		1			1	
04:00 AM	2	2	4	1		2			2	
05:00 AM	20	17	14	14		16			16	
06:00 AM	34	34	43	36		37			37	
07:00 AM	165	181	177	168		173			173	
08:00 AM	64	88	81	60		73			73	
09:00 AM	50	74	47	44		54			54	
10:00 AM	44	33	33	39		37			37	
11:00 AM	46	59	54	48		52			52	
12:00 PM	48	54	41	51		49			49	
01:00 PM	37	56	49	41		46			46	
02:00 PM	63	54	64	60		60			60	
03:00 PM	62	77	69	86		74			74	
04:00 PM	111	109	103	130		113			113	
05:00 PM	112	126	156	165		140			140	
06:00 PM	48	98	66	81		73			73	
07:00 PM	25	46	48	47		42			42	
08:00 PM	52	10	46	32		35			35	
09:00 PM	7	18	10	10		11			11	
10:00 PM	3	2	6	8		5			5	
11:00 PM	1	1	1	3		2			2	
Day Total	996	1141	1117	1126		1097			1097	
% Weekday Average	90.8%	104%	101.8%	102.6%						
% Week Average	90.8%	104%	101.8%	102.6%		100%				
AM Peak Volume	7:00 AM 165	7:00 AM 181	7:00 AM 177	7:00 AM 168		7:00 AM 173			7:00 AM 173	
PM Peak Volume	5:00 PM 112	5:00 PM 126	5:00 PM 156	5:00 PM 165		5:00 PM 140			5:00 PM 140	
Comments:										

Type of report: Tube Count - Volume Data

LOCATION: CR 177 west of CR 175							QC JOB #: 16368205			
SPECIFIC LOCATION:							DIRECTION: EB, WB			
CITY/STATE: Leander, No							DATE: Oct 15 2023 - Oct 19 2023			
Start Time	Mon	Tue	Wed	Thu	Fri	Average Weekday Hourly Traffic	Sat	Sun 15 Oct 23	Average Week Hourly Traffic	Average Week Profile
12:00 AM								17	17	
01:00 AM								17	17	
02:00 AM								4	4	
03:00 AM								2	2	
04:00 AM								1	1	
05:00 AM								0	0	
06:00 AM								5	5	
07:00 AM								15	15	
08:00 AM								40	40	
09:00 AM								60	60	
10:00 AM								82	82	
11:00 AM								71	71	
12:00 PM								95	95	
01:00 PM								92	92	
02:00 PM	88	88								
03:00 PM	83	83								
04:00 PM	91	91								
05:00 PM	85	85								
06:00 PM	74	74								
07:00 PM	47	47								
08:00 PM	35	35								
09:00 PM	15	15								
10:00 PM	20	20								
11:00 PM	4	4								
Day Total								1043	1043	
% Weekday Average										
% Week Average						0%		100%		
AM Peak Volume								10:00 AM 82	10:00 AM 82	
PM Peak Volume								12:00 PM 95	12:00 PM 95	
Comments:										

Report generated on 10/23/2023 12:52 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

LOCATION: CR 177 west of CR 175									QC JOB #: 16368205	
SPECIFIC LOCATION:									DIRECTION: EB, WB	
CITY/STATE: Leander, No									DATE: Oct 15 2023 - Oct 19 2023	
Start Time	Mon 16 Oct 23	Tue 17 Oct 23	Wed 18 Oct 23	Thu 19 Oct 23	Fri	Average Weekday Hourly Traffic	Sat	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM	4	2	6	6		5			5	
01:00 AM	0	0	0	0		0			0	
02:00 AM	0	0	2	0		1			1	
03:00 AM	0	0	0	2		1			1	
04:00 AM	4	2	4	1		3			3	
05:00 AM	24	27	20	14		21			21	
06:00 AM	47	44	57	51		50			50	
07:00 AM	228	256	223	214		230			230	
08:00 AM	156	138	154	123		143			143	
09:00 AM	72	102	78	73		81			81	
10:00 AM	71	52	54	54		58			58	
11:00 AM	68	81	73	69		73			73	
12:00 PM	78	70	73	66		72			72	
01:00 PM	72	82	75	76		76			76	
02:00 PM	87	98	98	94		94			94	
03:00 PM	117	133	130	134		129			129	
04:00 PM	199	183	188	216		197			197	
05:00 PM	193	227	253	280		238			238	
06:00 PM	113	161	119	148		135			135	
07:00 PM	73	83	108	83		87			87	
08:00 PM	56	45	131	51		71			71	
09:00 PM	22	36	35	40		33			33	
10:00 PM	10	11	12	23		14			14	
11:00 PM	6	8	8	5		7			7	
Day Total	1700	1841	1901	1823		1819			1819	
% Weekday Average	93.5%	101.2%	104.5%	100.2%						
% Week Average	93.5%	101.2%	104.5%	100.2%		100%				
AM Peak Volume	7:00 AM 228	7:00 AM 256	7:00 AM 223	7:00 AM 214		7:00 AM 230			7:00 AM 230	
PM Peak Volume	4:00 PM 199	5:00 PM 227	5:00 PM 253	5:00 PM 280		5:00 PM 238			5:00 PM 238	
Comments:										

Type of report: Tube Count - Volume Data

LOCATION: CR 177 west of CR 175						QC JOB #: 16368205				
SPECIFIC LOCATION:						DIRECTION: EB				
CITY/STATE: Leander, No						DATE: Oct 15 2023 - Oct 19 2023				
Start Time	Mon	Tue	Wed	Thu	Fri	Average Weekday Hourly Traffic	Sat	Sun 15 Oct 23	Average Week Hourly Traffic	Average Week Profile
12:00 AM								6	6	
01:00 AM								16	16	
02:00 AM								3	3	
03:00 AM								1	1	
04:00 AM								1	1	
05:00 AM								0	0	
06:00 AM								2	2	
07:00 AM								1	1	
08:00 AM								12	12	
09:00 AM								23	23	
10:00 AM								32	32	
11:00 AM								32	32	
12:00 PM								56	56	
01:00 PM								40	40	
02:00 PM								47	47	
03:00 PM								38	38	
04:00 PM								56	56	
05:00 PM								45	45	
06:00 PM								49	49	
07:00 PM								30	30	
08:00 PM								22	22	
09:00 PM								10	10	
10:00 PM								15	15	
11:00 PM								3	3	
Day Total								540	540	
% Weekday Average										
% Week Average						0%		100%		
AM Peak Volume								10:00 AM 32	10:00 AM 32	
PM Peak Volume								12:00 PM 56	12:00 PM 56	
Comments:										

Report generated on 10/23/2023 12:52 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

LOCATION: CR 177 west of CR 175								QC JOB #: 16368205		
SPECIFIC LOCATION:								DIRECTION: EB		
CITY/STATE: Leander, No								DATE: Oct 15 2023 - Oct 19 2023		
Start Time	Mon 16 Oct 23	Tue 17 Oct 23	Wed 18 Oct 23	Thu 19 Oct 23	Fri	Average Weekday Hourly Traffic	Sat	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM	3	1	3	5		3			3	
01:00 AM	0	0	0	0		0			0	
02:00 AM	0	0	1	0		0			0	
03:00 AM	0	0	0	1		0			0	
04:00 AM	1	0	1	0		1			1	
05:00 AM	8	11	6	5		8			8	
06:00 AM	14	17	22	13		17			17	
07:00 AM	68	78	61	61		67			67	
08:00 AM	97	60	76	71		76			76	
09:00 AM	29	38	42	33		36			36	
10:00 AM	32	26	26	20		26			26	
11:00 AM	34	36	28	33		33			33	
12:00 PM	43	26	41	29		35			35	
01:00 PM	42	38	41	46		42			42	
02:00 PM	39	51	48	46		46			46	
03:00 PM	60	69	74	63		67			67	
04:00 PM	101	94	90	86		93			93	
05:00 PM	98	108	85	134		106			106	
06:00 PM	68	77	64	80		72			72	
07:00 PM	47	54	69	51		55			55	
08:00 PM	30	36	94	27		47			47	
09:00 PM	17	21	27	31		24			24	
10:00 PM	6	7	5	16		9			9	
11:00 PM	5	7	4	3		5			5	
Day Total	842	855	908	854		868			868	
% Weekday Average	97%	98.5%	104.6%	98.4%						
% Week Average	97%	98.5%	104.6%	98.4%		100%				
AM Peak Volume	8:00 AM 97	7:00 AM 78	8:00 AM 76	8:00 AM 71		8:00 AM 76			8:00 AM 76	
PM Peak Volume	4:00 PM 101	5:00 PM 108	8:00 PM 94	5:00 PM 134		5:00 PM 106			5:00 PM 106	
Comments:										

Type of report: Tube Count - Volume Data

LOCATION: CR 177 west of CR 175							QC JOB #: 16368205			
SPECIFIC LOCATION:							DIRECTION: WB			
CITY/STATE: Leander, No							DATE: Oct 15 2023 - Oct 19 2023			
Start Time	Mon	Tue	Wed	Thu	Fri	Average Weekday Hourly Traffic	Sat	Sun 15 Oct 23	Average Week Hourly Traffic	Average Week Profile
12:00 AM								11	11	
01:00 AM								1	1	
02:00 AM								1	1	
03:00 AM								1	1	
04:00 AM								0	0	
05:00 AM								0	0	
06:00 AM								3	3	
07:00 AM								14	14	
08:00 AM								28	28	
09:00 AM								37	37	
10:00 AM								50	50	
11:00 AM								39	39	
12:00 PM								39	39	
01:00 PM								52	52	
02:00 PM								41	41	
03:00 PM								45	45	
04:00 PM	35	35								
05:00 PM	40	40								
06:00 PM	25	25								
07:00 PM	17	17								
08:00 PM	13	13								
09:00 PM	5	5								
10:00 PM	5	5								
11:00 PM	1	1								
Day Total								503	503	
% Weekday Average										
% Week Average						0%		100%		
AM Peak Volume								10:00 AM 50	10:00 AM 50	
PM Peak Volume								1:00 PM 52	1:00 PM 52	
Comments:										

Report generated on 10/23/2023 12:52 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

LOCATION: CR 177 west of CR 175								QC JOB #: 16368205		
SPECIFIC LOCATION:								DIRECTION: WB		
CITY/STATE: Leander, No								DATE: Oct 15 2023 - Oct 19 2023		
Start Time	Mon 16 Oct 23	Tue 17 Oct 23	Wed 18 Oct 23	Thu 19 Oct 23	Fri	Average Weekday Hourly Traffic	Sat	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM	1	1	3	1		2			2	
01:00 AM	0	0	0	0		0			0	
02:00 AM	0	0	1	0		0			0	
03:00 AM	0	0	0	1		0			0	
04:00 AM	3	2	3	1		2			2	
05:00 AM	16	16	14	9		14			14	
06:00 AM	33	27	35	38		33			33	
07:00 AM	160	178	162	153		163			163	
08:00 AM	59	78	78	52		67			67	
09:00 AM	43	64	36	40		46			46	
10:00 AM	39	26	28	34		32			32	
11:00 AM	34	45	45	36		40			40	
12:00 PM	35	44	32	37		37			37	
01:00 PM	30	44	34	30		35			35	
02:00 PM	48	47	50	48		48			48	
03:00 PM	57	64	56	71		62			62	
04:00 PM	98	89	98	130		104			104	
05:00 PM	95	119	168	146		132			132	
06:00 PM	45	84	55	68		63			63	
07:00 PM	26	29	39	32		32			32	
08:00 PM	26	9	37	24		24			24	
09:00 PM	5	15	8	9		9			9	
10:00 PM	4	4	7	7		6			6	
11:00 PM	1	1	4	2		2			2	
Day Total	858	986	993	969		953			953	
% Weekday Average	90%	103.5%	104.2%	101.7%						
% Week Average	90%	103.5%	104.2%	101.7%		100%				
AM Peak Volume	7:00 AM 160	7:00 AM 178	7:00 AM 162	7:00 AM 153		7:00 AM 163			7:00 AM 163	
PM Peak Volume	4:00 PM 98	5:00 PM 119	5:00 PM 168	5:00 PM 146		5:00 PM 132			5:00 PM 132	
Comments:										

LOCATION: CR 177 east of Ronald Reagan

SPECIFIC LOCATION:

CITY/STATE: Leander, TX

QC JOB #: 16368204

DIRECTION: EB, WB

DATE: Oct 15 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	15	4	0	0	0	0	0	0	0	0	0	0	0	19
01:00 AM	0	14	2	0	2	0	0	0	0	0	0	0	0	0	18
02:00 AM	0	2	1	0	1	0	0	0	0	0	0	0	0	0	4
03:00 AM	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
04:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00 AM	0	2	2	0	2	0	0	0	0	0	0	0	0	1	7
07:00 AM	0	20	6	0	3	0	0	0	0	0	0	0	0	0	29
08:00 AM	0	31	24	0	3	1	0	0	0	0	0	0	0	1	60
09:00 AM	0	77	17	0	8	0	0	2	0	0	0	0	0	1	105
10:00 AM	0	120	44	0	12	0	0	2	0	0	0	0	0	6	184
11:00 AM	0	71	28	0	6	0	0	1	0	0	0	0	0	1	107
12:00 PM	4	116	44	0	13	1	0	0	0	0	0	0	0	3	181
01:00 PM	0	70	37	0	13	0	0	0	0	0	0	0	0	3	123
02:00 PM	0	72	16	0	10	0	0	0	0	0	0	0	0	1	99
03:00 PM	0	60	23	0	4	0	0	0	0	0	0	0	0	0	87
04:00 PM	0	63	23	1	5	0	0	1	0	0	0	0	0	6	99
05:00 PM	0	58	27	0	5	0	0	0	0	0	0	0	0	0	90
06:00 PM	1	61	19	0	6	0	0	1	0	0	0	0	0	2	90
07:00 PM	0	36	13	0	2	0	0	0	0	0	0	0	0	0	51
08:00 PM	0	27	10	0	1	0	0	0	0	0	0	0	0	0	38
09:00 PM	0	17	5	0	0	0	0	0	0	0	0	0	0	0	22
10:00 PM	0	11	7	0	1	0	0	0	0	0	0	0	0	0	19
11:00 PM	0	4	1	0	0	0	0	0	0	0	0	0	0	0	5
Day Total	5	949	354	1	97	2	0	7	0	0	0	0	0	25	1440
Percent	0.3%	65.9%	24.6%	0.1%	6.7%	0.1%	0%	0.5%	0%	0%	0%	0%	0%	1.7%	
ADT 1440															
AM Peak Volume	12:00 AM	10:00 AM	10:00 AM	12:00 AM	10:00 AM	8:00 AM	12:00 AM	9:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	10:00 AM	10:00 AM
	0	120	44	0	12	1	0	2	0	0	0	0	0	6	184
PM Peak Volume	12:00 PM	12:00 PM	12:00 PM	4:00 PM	12:00 PM	12:00 PM	12:00 PM	4:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	4:00 PM	12:00 PM
	4	116	44	1	13	1	0	1	0	0	0	0	0	6	181

Comments:

LOCATION: CR 177 east of Ronald Reagan

SPECIFIC LOCATION:

CITY/STATE: Leander, TX

QC JOB #: 16368204

DIRECTION: EB, WB

DATE: Oct 16 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	1	2	0	0	0	0	0	0	0	0	0	0	0	0	3
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2
04:00 AM	0	2	2	0	0	0	0	0	0	0	0	0	0	0	4
05:00 AM	0	17	8	0	4	0	0	0	0	0	0	0	0	0	29
06:00 AM	0	27	12	0	9	0	0	0	0	0	0	0	0	0	48
07:00 AM	1	163	59	2	9	0	0	1	0	0	0	0	0	3	238
08:00 AM	0	101	43	3	14	0	2	3	0	0	0	0	0	2	168
09:00 AM	0	41	27	0	20	0	0	1	1	0	0	0	0	0	90
10:00 AM	0	33	26	0	21	0	0	2	0	0	0	0	0	0	82
11:00 AM	0	37	37	0	12	0	0	0	0	0	0	0	0	2	88
12:00 PM	0	48	38	0	11	0	0	0	0	0	0	0	0	1	98
01:00 PM	0	53	24	1	14	0	0	1	0	0	0	0	0	3	96
02:00 PM	0	59	29	1	18	0	0	3	0	0	0	0	0	0	110
03:00 PM	1	81	35	0	10	0	0	2	0	0	0	0	0	2	131
04:00 PM	1	138	56	2	23	0	0	4	0	0	0	0	0	2	226
05:00 PM	1	133	59	0	19	1	0	1	0	0	0	0	0	2	216
06:00 PM	2	91	38	0	9	0	0	1	0	0	0	0	0	5	146
07:00 PM	0	48	17	0	8	0	0	0	0	0	0	0	0	0	73
08:00 PM	0	59	20	0	5	0	0	0	0	0	0	0	0	1	85
09:00 PM	1	20	3	0	3	0	0	0	0	0	0	0	0	0	27
10:00 PM	0	7	1	0	1	0	0	0	0	0	0	0	0	0	9
11:00 PM	0	4	2	0	0	0	0	0	0	0	0	0	0	0	6
Day Total	8	1164	538	9	210	1	2	19	1	0	0	0	0	23	1975
Percent	0.4%	58.9%	27.2%	0.5%	10.6%	0.1%	0.1%	1%	0.1%	0%	0%	0%	0%	1.2%	
ADT 1975															
AM Peak Volume	12:00 AM	7:00 AM	7:00 AM	8:00 AM	10:00 AM	12:00 AM	8:00 AM	8:00 AM	9:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	7:00 AM	7:00 AM
	1	163	59	3	21	0	2	3	1	0	0	0	0	3	238
PM Peak Volume	6:00 PM	4:00 PM	5:00 PM	4:00 PM	4:00 PM	5:00 PM	12:00 PM	4:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	6:00 PM	4:00 PM
	2	138	59	2	23	1	0	4	0	0	0	0	0	5	226

Comments:

LOCATION: CR 177 east of Ronald Reagan

SPECIFIC LOCATION:

CITY/STATE: Leander, TX

QC JOB #: 16368204

DIRECTION: EB, WB

DATE: Oct 17 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
01:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
04:00 AM	0	2	1	0	0	0	0	0	0	0	0	0	0	0	3
05:00 AM	0	14	12	0	1	0	0	0	0	0	0	0	0	0	27
06:00 AM	0	34	14	0	2	0	0	0	0	0	0	0	0	0	50
07:00 AM	1	192	65	0	11	0	0	0	0	0	0	0	0	2	271
08:00 AM	0	95	48	2	10	0	0	1	0	0	0	0	0	3	159
09:00 AM	0	71	32	1	20	0	1	0	0	0	0	0	0	0	125
10:00 AM	0	24	28	0	12	0	0	2	0	0	0	0	0	1	67
11:00 AM	0	55	31	0	12	3	0	2	0	0	0	0	0	3	106
12:00 PM	0	44	35	0	18	0	0	1	0	0	0	0	0	0	98
01:00 PM	0	57	28	1	13	0	0	0	0	0	0	0	0	1	100
02:00 PM	1	71	24	1	15	0	0	1	0	0	0	0	0	1	114
03:00 PM	0	90	48	0	19	1	0	1	0	0	0	0	0	2	161
04:00 PM	2	140	51	2	20	0	0	0	0	0	0	0	0	2	217
05:00 PM	2	146	64	1	21	1	0	2	0	0	0	0	0	6	243
06:00 PM	0	133	47	0	16	0	0	1	0	0	0	0	0	2	199
07:00 PM	2	63	20	0	5	1	0	1	0	0	0	0	0	5	97
08:00 PM	0	32	16	0	3	0	0	0	0	0	0	0	0	0	51
09:00 PM	0	30	8	0	6	0	0	0	0	0	0	0	0	0	44
10:00 PM	0	7	3	0	2	0	0	0	0	0	0	0	0	0	12
11:00 PM	0	4	4	0	1	0	0	0	0	0	0	0	0	0	9
Day Total	8	1307	580	8	207	6	1	12	0	0	0	0	0	28	2157
Percent	0.4%	60.6%	26.9%	0.4%	9.6%	0.3%	0%	0.6%	0%	0%	0%	0%	0%	1.3%	
ADT 2157															
AM Peak Volume	7:00 AM 1	7:00 AM 192	7:00 AM 65	8:00 AM 2	9:00 AM 20	11:00 AM 3	9:00 AM 1	10:00 AM 2	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	8:00 AM 3	7:00 AM 271
PM Peak Volume	4:00 PM 2	5:00 PM 146	5:00 PM 64	4:00 PM 2	5:00 PM 21	3:00 PM 1	12:00 PM 0	5:00 PM 2	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	5:00 PM 6	5:00 PM 243

Comments:

LOCATION: CR 177 east of Ronald Reagan

SPECIFIC LOCATION:

CITY/STATE: Leander, TX

QC JOB #: 16368204

DIRECTION: EB, WB

DATE: Oct 18 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	3	1	0	2	0	0	0	0	0	0	0	0	0	6
01:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00 AM	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
03:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
04:00 AM	0	3	2	0	1	0	0	0	0	0	0	0	0	0	6
05:00 AM	0	15	16	0	0	0	0	0	0	0	0	0	0	0	31
06:00 AM	1	44	17	0	5	0	0	0	0	0	0	0	0	0	67
07:00 AM	0	168	52	2	16	0	0	3	0	0	0	0	0	5	246
08:00 AM	0	96	50	2	9	0	0	3	0	0	0	0	0	3	163
09:00 AM	0	49	37	0	9	0	0	2	0	0	0	0	0	2	99
10:00 AM	1	26	24	3	10	0	0	1	0	0	0	0	0	0	65
11:00 AM	0	41	34	0	10	0	0	3	0	0	0	0	0	1	89
12:00 PM	0	55	25	0	10	1	0	0	0	0	0	0	0	0	91
01:00 PM	0	59	33	0	15	0	0	2	0	0	0	0	0	2	111
02:00 PM	4	58	41	0	11	1	0	2	2	0	0	0	0	1	120
03:00 PM	2	81	50	0	19	0	0	2	0	0	0	0	0	1	155
04:00 PM	1	128	53	0	16	1	0	5	0	0	0	0	0	3	207
05:00 PM	2	152	53	3	17	0	0	6	0	0	0	0	0	33	266
06:00 PM	1	92	38	0	10	1	0	1	0	0	0	0	0	3	146
07:00 PM	0	76	33	0	9	0	0	1	0	0	0	0	0	0	119
08:00 PM	0	95	44	0	9	0	0	2	0	0	0	0	0	3	153
09:00 PM	0	23	14	0	0	0	0	0	0	0	0	0	0	0	37
10:00 PM	0	9	0	0	2	0	0	0	0	0	0	0	0	0	11
11:00 PM	0	2	3	0	0	0	0	0	0	0	0	0	0	0	5
Day Total	12	1278	621	10	180	4	0	33	2	0	0	0	0	57	2197
Percent	0.5%	58.2%	28.3%	0.5%	8.2%	0.2%	0%	1.5%	0.1%	0%	0%	0%	0%	2.6%	
ADT 2197															
AM Peak Volume	6:00 AM	7:00 AM	7:00 AM	10:00 AM	7:00 AM	12:00 AM	12:00 AM	7:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	7:00 AM	7:00 AM
	1	168	52	3	16	0	0	3	0	0	0	0	0	5	246
PM Peak Volume	2:00 PM	5:00 PM	4:00 PM	5:00 PM	3:00 PM	12:00 PM	12:00 PM	5:00 PM	2:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	5:00 PM	5:00 PM
	4	152	53	3	19	1	0	6	2	0	0	0	0	33	266

Comments:

LOCATION: CR 177 east of Ronald Reagan

SPECIFIC LOCATION:

CITY/STATE: Leander, TX

QC JOB #: 16368204

DIRECTION: EB, WB

DATE: Oct 19 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	4	1	0	0	0	0	0	0	0	0	0	0	0	5
01:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
03:00 AM	0	2	0	0	0	2	0	0	0	0	0	0	0	0	4
04:00 AM	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
05:00 AM	0	10	6	1	3	0	0	1	0	0	0	0	0	0	21
06:00 AM	1	35	8	0	6	0	0	0	0	0	0	0	0	0	50
07:00 AM	2	157	58	0	15	1	0	1	0	0	0	0	0	1	235
08:00 AM	0	83	39	2	16	0	0	0	0	0	0	0	0	2	142
09:00 AM	0	52	23	0	10	0	0	2	0	0	0	0	0	2	89
10:00 AM	1	26	25	3	5	0	0	2	0	0	0	0	0	0	62
11:00 AM	0	44	34	0	14	0	0	1	0	0	0	0	0	0	93
12:00 PM	0	44	36	0	17	0	0	0	0	0	0	0	0	0	97
01:00 PM	1	52	25	0	18	0	0	0	0	0	0	0	0	3	99
02:00 PM	0	59	35	0	16	0	0	1	0	0	0	0	0	1	112
03:00 PM	0	96	46	0	18	0	0	2	0	0	0	0	0	3	165
04:00 PM	3	124	54	4	24	1	0	4	0	0	0	0	0	13	227
05:00 PM	3	175	82	1	29	1	0	7	0	0	0	0	0	24	322
06:00 PM	3	109	40	0	22	0	0	0	0	0	0	0	0	2	176
07:00 PM	1	61	35	0	6	0	0	0	0	0	0	0	0	4	107
08:00 PM	2	38	15	0	6	0	0	1	0	0	0	0	0	3	65
09:00 PM	0	28	14	0	1	0	0	0	0	0	0	0	0	0	43
10:00 PM	0	17	10	0	2	0	0	0	0	0	0	0	0	0	29
11:00 PM	0	5	0	0	1	0	0	0	0	0	0	0	0	0	6
Day Total	17	1223	588	11	229	5	0	22	0	0	0	0	0	58	2153
Percent	0.8%	56.8%	27.3%	0.5%	10.6%	0.2%	0%	1%	0%	0%	0%	0%	0%	2.7%	
ADT 2153															
AM Peak Volume	7:00 AM	7:00 AM	7:00 AM	10:00 AM	8:00 AM	3:00 AM	12:00 AM	9:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	8:00 AM	7:00 AM
	2	157	58	3	16	2	0	2	0	0	0	0	0	2	235
PM Peak Volume	4:00 PM	5:00 PM	5:00 PM	4:00 PM	5:00 PM	4:00 PM	12:00 PM	5:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	5:00 PM	5:00 PM
	3	175	82	4	29	1	0	7	0	0	0	0	0	24	322

Comments:

LOCATION: CR 177 east of Ronald Reagan

QC JOB #: 16368204

SPECIFIC LOCATION:

DIRECTION: EB, WB

CITY/STATE: Leander, TX

DATE: Oct 15 2023 - Oct 19 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
Grand Total	50	5921	2681	39	923	18	3	93	3	0	0	0	0	191	9922
Percent	0.5%	59.7%	27%	0.4%	9.3%	0.2%	0%	0.9%	0%	0%	0%	0%	0%	1.9%	
ADT 1984															

Comments:

Report generated on 10/23/2023 12:52 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

TRUE DATA TO IMPROVE MOBILITY

LOCATION: CR 177 east of Ronald Reagan

QC JOB #: 16368204

SPECIFIC LOCATION:

DIRECTION: EB

CITY/STATE: Leander, TX

DATE: Oct 15 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	6	2	0	0	0	0	0	0	0	0	0	0	0	8
01:00 AM	0	13	2	0	2	0	0	0	0	0	0	0	0	0	17
02:00 AM	0	2	1	0	0	0	0	0	0	0	0	0	0	0	3
03:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
04:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00 AM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
07:00 AM	0	6	4	0	2	0	0	0	0	0	0	0	0	0	12
08:00 AM	0	15	13	0	2	0	0	0	0	0	0	0	0	1	31
09:00 AM	0	50	15	0	6	0	0	1	0	0	0	0	0	1	73
10:00 AM	0	51	19	0	7	0	0	2	0	0	0	0	0	3	82
11:00 AM	0	40	15	0	5	0	0	0	0	0	0	0	0	0	60
12:00 PM	1	30	10	0	3	1	0	0	0	0	0	0	0	2	47
01:00 PM	0	29	16	0	8	0	0	0	0	0	0	0	0	1	54
02:00 PM	0	37	9	0	5	0	0	0	0	0	0	0	0	1	52
03:00 PM	0	29	8	0	4	0	0	0	0	0	0	0	0	0	41
04:00 PM	0	43	11	0	3	0	0	1	0	0	0	0	0	3	61
05:00 PM	0	33	14	0	3	0	0	0	0	0	0	0	0	0	50
06:00 PM	1	36	15	0	3	0	0	1	0	0	0	0	0	2	58
07:00 PM	0	23	8	0	1	0	0	0	0	0	0	0	0	0	32
08:00 PM	0	15	10	0	0	0	0	0	0	0	0	0	0	0	25
09:00 PM	0	8	5	0	0	0	0	0	0	0	0	0	0	0	13
10:00 PM	0	8	5	0	1	0	0	0	0	0	0	0	0	0	14
11:00 PM	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
Day Total	2	480	183	0	55	1	0	5	0	0	0	0	0	14	740
Percent	0.3%	64.9%	24.7%	0%	7.4%	0.1%	0%	0.7%	0%	0%	0%	0%	0%	1.9%	
ADT 740															
AM Peak Volume	12:00 AM	10:00 AM	10:00 AM	12:00 AM	10:00 AM	12:00 AM	12:00 AM	10:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	10:00 AM	10:00 AM
	0	51	19	0	7	0	0	2	0	0	0	0	0	3	82
PM Peak Volume	12:00 PM	4:00 PM	1:00 PM	12:00 PM	1:00 PM	12:00 PM	12:00 PM	4:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	4:00 PM	4:00 PM
	1	43	16	0	8	1	0	1	0	0	0	0	0	3	61

Comments:

LOCATION: CR 177 east of Ronald Reagan

QC JOB #: 16368204

SPECIFIC LOCATION:

DIRECTION: EB

CITY/STATE: Leander, TX

DATE: Oct 16 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
04:00 AM	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
05:00 AM	0	6	2	0	1	0	0	0	0	0	0	0	0	0	9
06:00 AM	0	10	2	0	2	0	0	0	0	0	0	0	0	0	14
07:00 AM	0	52	14	1	4	0	0	1	0	0	0	0	0	1	73
08:00 AM	0	57	35	2	7	0	0	1	0	0	0	0	0	2	104
09:00 AM	0	19	10	0	10	0	0	1	0	0	0	0	0	0	40
10:00 AM	0	10	16	0	11	0	0	1	0	0	0	0	0	0	38
11:00 AM	0	17	18	0	7	0	0	0	0	0	0	0	0	0	42
12:00 PM	0	24	18	0	8	0	0	0	0	0	0	0	0	0	50
01:00 PM	0	34	16	0	8	0	0	0	0	0	0	0	0	1	59
02:00 PM	0	25	12	1	8	0	0	1	0	0	0	0	0	0	47
03:00 PM	1	44	17	0	5	0	0	1	0	0	0	0	0	1	69
04:00 PM	1	73	25	1	12	0	0	2	0	0	0	0	0	1	115
05:00 PM	0	62	30	0	10	1	0	0	0	0	0	0	0	1	104
06:00 PM	1	66	22	0	5	0	0	0	0	0	0	0	0	4	98
07:00 PM	0	30	14	0	4	0	0	0	0	0	0	0	0	0	48
08:00 PM	0	23	7	0	3	0	0	0	0	0	0	0	0	0	33
09:00 PM	1	15	3	0	1	0	0	0	0	0	0	0	0	0	20
10:00 PM	0	5	0	0	1	0	0	0	0	0	0	0	0	0	6
11:00 PM	0	3	2	0	0	0	0	0	0	0	0	0	0	0	5
Day Total	5	577	265	5	107	1	0	8	0	0	0	0	0	11	979
Percent	0.5%	58.9%	27.1%	0.5%	10.9%	0.1%	0%	0.8%	0%	0%	0%	0%	0%	1.1%	
ADT 979															
AM Peak Volume	12:00 AM	8:00 AM	8:00 AM	8:00 AM	10:00 AM	12:00 AM	12:00 AM	7:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	8:00 AM	8:00 AM
	1	57	35	2	11	0	0	1	0	0	0	0	0	2	104
PM Peak Volume	3:00 PM	4:00 PM	5:00 PM	2:00 PM	4:00 PM	5:00 PM	12:00 PM	4:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	6:00 PM	4:00 PM
	1	73	30	1	12	1	0	2	0	0	0	0	0	4	115

Comments:

LOCATION: CR 177 east of Ronald Reagan

QC JOB #: 16368204

SPECIFIC LOCATION:

DIRECTION: EB

CITY/STATE: Leander, TX

DATE: Oct 17 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
04:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
05:00 AM	0	5	5	0	0	0	0	0	0	0	0	0	0	0	10
06:00 AM	0	13	3	0	0	0	0	0	0	0	0	0	0	0	16
07:00 AM	0	68	18	0	3	0	0	0	0	0	0	0	0	1	90
08:00 AM	0	36	26	1	6	0	0	1	0	0	0	0	0	1	71
09:00 AM	0	26	15	0	10	0	0	0	0	0	0	0	0	0	51
10:00 AM	0	13	13	0	6	0	0	2	0	0	0	0	0	0	34
11:00 AM	0	21	15	0	7	2	0	0	0	0	0	0	0	2	47
12:00 PM	0	21	16	0	7	0	0	0	0	0	0	0	0	0	44
01:00 PM	0	28	9	1	6	0	0	0	0	0	0	0	0	0	44
02:00 PM	1	37	14	0	7	0	0	0	0	0	0	0	0	1	60
03:00 PM	0	56	17	0	8	1	0	1	0	0	0	0	0	1	84
04:00 PM	0	70	29	1	7	0	0	0	0	0	0	0	0	1	108
05:00 PM	0	72	28	1	11	1	0	2	0	0	0	0	0	2	117
06:00 PM	0	69	23	0	8	0	0	1	0	0	0	0	0	0	101
07:00 PM	1	31	11	0	2	1	0	1	0	0	0	0	0	4	51
08:00 PM	0	26	12	0	3	0	0	0	0	0	0	0	0	0	41
09:00 PM	0	18	5	0	3	0	0	0	0	0	0	0	0	0	26
10:00 PM	0	5	3	0	2	0	0	0	0	0	0	0	0	0	10
11:00 PM	0	4	3	0	1	0	0	0	0	0	0	0	0	0	8
Day Total	2	621	266	4	97	5	0	8	0	0	0	0	0	13	1016
Percent	0.2%	61.1%	26.2%	0.4%	9.5%	0.5%	0%	0.8%	0%	0%	0%	0%	0%	1.3%	
ADT 1016															
AM Peak Volume	12:00 AM	7:00 AM	8:00 AM	8:00 AM	9:00 AM	11:00 AM	12:00 AM	10:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	11:00 AM	7:00 AM
	0	68	26	1	10	2	0	2	0	0	0	0	0	2	90
PM Peak Volume	2:00 PM	5:00 PM	4:00 PM	1:00 PM	5:00 PM	3:00 PM	12:00 PM	5:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	7:00 PM	5:00 PM
	1	72	29	1	11	1	0	2	0	0	0	0	0	4	117

Comments:

LOCATION: CR 177 east of Ronald Reagan

QC JOB #: 16368204

SPECIFIC LOCATION:

DIRECTION: EB

CITY/STATE: Leander, TX

DATE: Oct 18 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	2	0	0	1	0	0	0	0	0	0	0	0	0	3
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
05:00 AM	0	8	9	0	0	0	0	0	0	0	0	0	0	0	17
06:00 AM	0	18	5	0	1	0	0	0	0	0	0	0	0	0	24
07:00 AM	0	49	10	1	4	0	0	0	0	0	0	0	0	5	69
08:00 AM	0	43	30	1	5	0	0	2	0	0	0	0	0	1	82
09:00 AM	0	25	22	0	2	0	0	2	0	0	0	0	0	1	52
10:00 AM	0	12	11	2	6	0	0	1	0	0	0	0	0	0	32
11:00 AM	0	17	12	0	6	0	0	0	0	0	0	0	0	0	35
12:00 PM	0	31	15	0	4	0	0	0	0	0	0	0	0	0	50
01:00 PM	0	33	17	0	10	0	0	0	0	0	0	0	0	2	62
02:00 PM	2	27	17	0	5	1	0	2	1	0	0	0	0	1	56
03:00 PM	1	47	26	0	11	0	0	0	0	0	0	0	0	1	86
04:00 PM	1	68	28	0	5	1	0	1	0	0	0	0	0	0	104
05:00 PM	1	54	16	1	10	0	0	6	0	0	0	0	0	22	110
06:00 PM	0	54	18	0	5	1	0	0	0	0	0	0	0	2	80
07:00 PM	0	40	26	0	4	0	0	1	0	0	0	0	0	0	71
08:00 PM	0	63	33	0	7	0	0	2	0	0	0	0	0	2	107
09:00 PM	0	18	9	0	0	0	0	0	0	0	0	0	0	0	27
10:00 PM	0	4	0	0	1	0	0	0	0	0	0	0	0	0	5
11:00 PM	0	2	2	0	0	0	0	0	0	0	0	0	0	0	4
Day Total	5	618	307	5	87	3	0	17	1	0	0	0	0	37	1080
Percent	0.5%	57.2%	28.4%	0.5%	8.1%	0.3%	0%	1.6%	0.1%	0%	0%	0%	0%	3.4%	
ADT 1080															
AM Peak Volume	12:00 AM	7:00 AM	8:00 AM	10:00 AM	10:00 AM	12:00 AM	12:00 AM	8:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	7:00 AM	8:00 AM
	0	49	30	2	6	0	0	2	0	0	0	0	0	5	82
PM Peak Volume	2:00 PM	4:00 PM	8:00 PM	5:00 PM	3:00 PM	2:00 PM	12:00 PM	5:00 PM	2:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	5:00 PM	5:00 PM
	2	68	33	1	11	1	0	6	1	0	0	0	0	22	110

Comments:

LOCATION: CR 177 east of Ronald Reagan

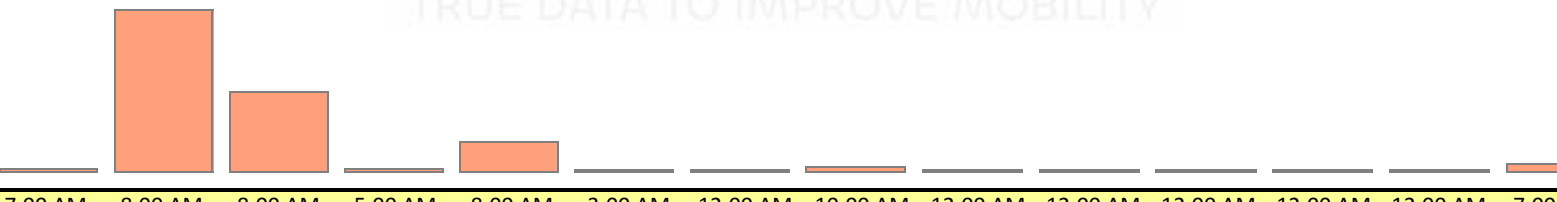
QC JOB #: 16368204

SPECIFIC LOCATION:

DIRECTION: EB

CITY/STATE: Leander, TX

DATE: Oct 19 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	4	1	0	0	0	0	0	0	0	0	0	0	0	5
01:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
03:00 AM	0	1	0	0	0	1	0	0	0	0	0	0	0	0	2
04:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
05:00 AM	0	3	2	1	1	0	0	0	0	0	0	0	0	0	7
06:00 AM	0	10	2	0	2	0	0	0	0	0	0	0	0	0	14
07:00 AM	1	43	15	0	6	1	0	0	0	0	0	0	0	1	67
08:00 AM	0	46	26	1	8	0	0	0	0	0	0	0	0	1	82
09:00 AM	0	26	11	0	7	0	0	0	0	0	0	0	0	1	45
10:00 AM	0	9	10	1	2	0	0	1	0	0	0	0	0	0	23
11:00 AM	0	18	18	0	8	0	0	1	0	0	0	0	0	0	45
12:00 PM	0	21	16	0	9	0	0	0	0	0	0	0	0	0	46
01:00 PM	1	29	17	0	9	0	0	0	0	0	0	0	0	2	58
02:00 PM	0	28	16	0	8	0	0	0	0	0	0	0	0	0	52
03:00 PM	0	46	24	0	7	0	0	1	0	0	0	0	0	1	79
04:00 PM	2	55	20	2	8	0	0	3	0	0	0	0	0	7	97
05:00 PM	1	87	39	1	11	1	0	5	0	0	0	0	0	12	157
06:00 PM	2	58	20	0	14	0	0	0	0	0	0	0	0	1	95
07:00 PM	0	32	23	0	4	0	0	0	0	0	0	0	0	1	60
08:00 PM	1	21	7	0	2	0	0	1	0	0	0	0	0	1	33
09:00 PM	0	21	11	0	1	0	0	0	0	0	0	0	0	0	33
10:00 PM	0	13	7	0	1	0	0	0	0	0	0	0	0	0	21
11:00 PM	0	2	0	0	1	0	0	0	0	0	0	0	0	0	3
Day Total	8	575	286	6	109	3	0	12	0	0	0	0	0	28	1027
Percent	0.8%	56%	27.8%	0.6%	10.6%	0.3%	0%	1.2%	0%	0%	0%	0%	0%	2.7%	
ADT 1027															
AM Peak Volume	7:00 AM 1	8:00 AM 46	8:00 AM 26	5:00 AM 1	8:00 AM 8	3:00 AM 1	12:00 AM 0	10:00 AM 1	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	7:00 AM 1	8:00 AM 82
PM Peak Volume	4:00 PM 2	5:00 PM 87	5:00 PM 39	4:00 PM 2	6:00 PM 14	5:00 PM 1	12:00 PM 0	5:00 PM 5	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	5:00 PM 12	5:00 PM 157
Comments:															

Comments:

LOCATION: CR 177 east of Ronald Reagan

QC JOB #: 16368204

SPECIFIC LOCATION:

DIRECTION: EB

CITY/STATE: Leander, TX

DATE: Oct 15 2023 - Oct 19 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
Grand Total	22	2871	1307	20	455	13	0	50	1	0	0	0	0	103	4842
Percent	0.5%	59.3%	27%	0.4%	9.4%	0.3%	0%	1%	0%	0%	0%	0%	0%	2.1%	
ADT 968															

Comments:

Report generated on 10/23/2023 12:52 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

TRUE DATA TO IMPROVE MOBILITY

LOCATION: CR 177 east of Ronald Reagan

QC JOB #: 16368204

SPECIFIC LOCATION:

DIRECTION: WB

CITY/STATE: Leander, TX

DATE: Oct 15 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	9	2	0	0	0	0	0	0	0	0	0	0	0	11
01:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
03:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
04:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00 AM	0	0	2	0	2	0	0	0	0	0	0	0	0	1	5
07:00 AM	0	14	2	0	1	0	0	0	0	0	0	0	0	0	17
08:00 AM	0	16	11	0	1	1	0	0	0	0	0	0	0	0	29
09:00 AM	0	27	2	0	2	0	0	1	0	0	0	0	0	0	32
10:00 AM	0	69	25	0	5	0	0	0	0	0	0	0	0	3	102
11:00 AM	0	31	13	0	1	0	0	1	0	0	0	0	0	1	47
12:00 PM	3	86	34	0	10	0	0	0	0	0	0	0	0	1	134
01:00 PM	0	41	21	0	5	0	0	0	0	0	0	0	0	2	69
02:00 PM	0	35	7	0	5	0	0	0	0	0	0	0	0	0	47
03:00 PM	0	31	15	0	0	0	0	0	0	0	0	0	0	0	46
04:00 PM	0	20	12	1	2	0	0	0	0	0	0	0	0	3	38
05:00 PM	0	25	13	0	2	0	0	0	0	0	0	0	0	0	40
06:00 PM	0	25	4	0	3	0	0	0	0	0	0	0	0	0	32
07:00 PM	0	13	5	0	1	0	0	0	0	0	0	0	0	0	19
08:00 PM	0	12	0	0	1	0	0	0	0	0	0	0	0	0	13
09:00 PM	0	9	0	0	0	0	0	0	0	0	0	0	0	0	9
10:00 PM	0	3	2	0	0	0	0	0	0	0	0	0	0	0	5
11:00 PM	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
Day Total	3	469	171	1	42	1	0	2	0	0	0	0	0	11	700
Percent	0.4%	67%	24.4%	0.1%	6%	0.1%	0%	0.3%	0%	0%	0%	0%	0%	1.6%	
ADT 700															
AM Peak Volume	12:00 AM	10:00 AM	10:00 AM	12:00 AM	10:00 AM	8:00 AM	12:00 AM	9:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	10:00 AM	10:00 AM
	0	69	25	0	5	1	0	1	0	0	0	0	0	3	102
PM Peak Volume	12:00 PM	12:00 PM	12:00 PM	4:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	4:00 PM	12:00 PM
	3	86	34	1	10	0	0	0	0	0	0	0	0	3	134

Comments:

LOCATION: CR 177 east of Ronald Reagan

QC JOB #: 16368204

SPECIFIC LOCATION:

DIRECTION: WB

CITY/STATE: Leander, TX

DATE: Oct 16 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
04:00 AM	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
05:00 AM	0	11	6	0	3	0	0	0	0	0	0	0	0	0	20
06:00 AM	0	17	10	0	7	0	0	0	0	0	0	0	0	0	34
07:00 AM	1	111	45	1	5	0	0	0	0	0	0	0	0	2	165
08:00 AM	0	44	8	1	7	0	2	2	0	0	0	0	0	0	64
09:00 AM	0	22	17	0	10	0	0	0	1	0	0	0	0	0	50
10:00 AM	0	23	10	0	10	0	0	1	0	0	0	0	0	0	44
11:00 AM	0	20	19	0	5	0	0	0	0	0	0	0	0	2	46
12:00 PM	0	24	20	0	3	0	0	0	0	0	0	0	0	1	48
01:00 PM	0	19	8	1	6	0	0	1	0	0	0	0	0	2	37
02:00 PM	0	34	17	0	10	0	0	2	0	0	0	0	0	0	63
03:00 PM	0	37	18	0	5	0	0	1	0	0	0	0	0	1	62
04:00 PM	0	65	31	1	11	0	0	2	0	0	0	0	0	1	111
05:00 PM	1	71	29	0	9	0	0	1	0	0	0	0	0	1	112
06:00 PM	1	25	16	0	4	0	0	1	0	0	0	0	0	1	48
07:00 PM	0	18	3	0	4	0	0	0	0	0	0	0	0	0	25
08:00 PM	0	36	13	0	2	0	0	0	0	0	0	0	0	1	52
09:00 PM	0	5	0	0	2	0	0	0	0	0	0	0	0	0	7
10:00 PM	0	2	1	0	0	0	0	0	0	0	0	0	0	0	3
11:00 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Day Total	3	587	273	4	103	0	2	11	1	0	0	0	0	12	996
Percent	0.3%	58.9%	27.4%	0.4%	10.3%	0%	0.2%	1.1%	0.1%	0%	0%	0%	0%	1.2%	
ADT 996															
AM Peak Volume	7:00 AM 1	7:00 AM 111	7:00 AM 45	7:00 AM 1	9:00 AM 10	12:00 AM 0	8:00 AM 2	8:00 AM 2	9:00 AM 1	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	7:00 AM 2	7:00 AM 165
PM Peak Volume	5:00 PM 1	5:00 PM 71	4:00 PM 31	1:00 PM 1	4:00 PM 11	12:00 PM 0	12:00 PM 0	2:00 PM 2	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	1:00 PM 2	5:00 PM 112

Comments:

LOCATION: CR 177 east of Ronald Reagan

QC JOB #: 16368204

SPECIFIC LOCATION:

DIRECTION: WB

CITY/STATE: Leander, TX

DATE: Oct 17 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
01:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
05:00 AM	0	9	7	0	1	0	0	0	0	0	0	0	0	0	17
06:00 AM	0	21	11	0	2	0	0	0	0	0	0	0	0	0	34
07:00 AM	1	124	47	0	8	0	0	0	0	0	0	0	0	1	181
08:00 AM	0	59	22	1	4	0	0	0	0	0	0	0	0	2	88
09:00 AM	0	45	17	1	10	0	1	0	0	0	0	0	0	0	74
10:00 AM	0	11	15	0	6	0	0	0	0	0	0	0	0	1	33
11:00 AM	0	34	16	0	5	1	0	2	0	0	0	0	0	1	59
12:00 PM	0	23	19	0	11	0	0	1	0	0	0	0	0	0	54
01:00 PM	0	29	19	0	7	0	0	0	0	0	0	0	0	1	56
02:00 PM	0	34	10	1	8	0	0	1	0	0	0	0	0	0	54
03:00 PM	0	34	31	0	11	0	0	0	0	0	0	0	0	1	77
04:00 PM	2	70	22	1	13	0	0	0	0	0	0	0	0	1	109
05:00 PM	2	74	36	0	10	0	0	0	0	0	0	0	0	4	126
06:00 PM	0	64	24	0	8	0	0	0	0	0	0	0	0	2	98
07:00 PM	1	32	9	0	3	0	0	0	0	0	0	0	0	1	46
08:00 PM	0	6	4	0	0	0	0	0	0	0	0	0	0	0	10
09:00 PM	0	12	3	0	3	0	0	0	0	0	0	0	0	0	18
10:00 PM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
11:00 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Day Total	6	686	314	4	110	1	1	4	0	0	0	0	0	15	1141
Percent	0.5%	60.1%	27.5%	0.4%	9.6%	0.1%	0.1%	0.4%	0%	0%	0%	0%	0%	1.3%	
ADT 1141															
AM Peak Volume	7:00 AM 1	7:00 AM 124	7:00 AM 47	8:00 AM 1	9:00 AM 10	11:00 AM 1	9:00 AM 1	11:00 AM 2	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	8:00 AM 2	7:00 AM 181
PM Peak Volume	4:00 PM 2	5:00 PM 74	5:00 PM 36	2:00 PM 1	4:00 PM 13	12:00 PM 0	12:00 PM 0	12:00 PM 1	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	5:00 PM 4	5:00 PM 126

Comments:

LOCATION: CR 177 east of Ronald Reagan

QC JOB #: 16368204

SPECIFIC LOCATION:

DIRECTION: WB

CITY/STATE: Leander, TX

DATE: Oct 18 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	1	1	0	1	0	0	0	0	0	0	0	0	0	3
01:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
04:00 AM	0	1	2	0	1	0	0	0	0	0	0	0	0	0	4
05:00 AM	0	7	7	0	0	0	0	0	0	0	0	0	0	0	14
06:00 AM	1	26	12	0	4	0	0	0	0	0	0	0	0	0	43
07:00 AM	0	119	42	1	12	0	0	3	0	0	0	0	0	0	177
08:00 AM	0	53	20	1	4	0	0	1	0	0	0	0	0	2	81
09:00 AM	0	24	15	0	7	0	0	0	0	0	0	0	0	1	47
10:00 AM	1	14	13	1	4	0	0	0	0	0	0	0	0	0	33
11:00 AM	0	24	22	0	4	0	0	3	0	0	0	0	0	1	54
12:00 PM	0	24	10	0	6	1	0	0	0	0	0	0	0	0	41
01:00 PM	0	26	16	0	5	0	0	2	0	0	0	0	0	0	49
02:00 PM	2	31	24	0	6	0	0	0	1	0	0	0	0	0	64
03:00 PM	1	34	24	0	8	0	0	2	0	0	0	0	0	0	69
04:00 PM	0	60	25	0	11	0	0	4	0	0	0	0	0	3	103
05:00 PM	1	98	37	2	7	0	0	0	0	0	0	0	0	11	156
06:00 PM	1	38	20	0	5	0	0	1	0	0	0	0	0	1	66
07:00 PM	0	36	7	0	5	0	0	0	0	0	0	0	0	0	48
08:00 PM	0	32	11	0	2	0	0	0	0	0	0	0	0	1	46
09:00 PM	0	5	5	0	0	0	0	0	0	0	0	0	0	0	10
10:00 PM	0	5	0	0	1	0	0	0	0	0	0	0	0	0	6
11:00 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Day Total	7	660	314	5	93	1	0	16	1	0	0	0	0	20	1117
Percent	0.6%	59.1%	28.1%	0.4%	8.3%	0.1%	0%	1.4%	0.1%	0%	0%	0%	0%	1.8%	
ADT 1117															
AM Peak Volume	6:00 AM 1	7:00 AM 119	7:00 AM 42	7:00 AM 1	7:00 AM 12	12:00 AM 0	12:00 AM 0	7:00 AM 3	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	8:00 AM 2	7:00 AM 177
PM Peak Volume	2:00 PM 2	5:00 PM 98	5:00 PM 37	5:00 PM 2	4:00 PM 11	12:00 PM 1	12:00 PM 0	4:00 PM 4	2:00 PM 1	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	5:00 PM 11	5:00 PM 156
Comments:															

Comments:

LOCATION: CR 177 east of Ronald Reagan

QC JOB #: 16368204

SPECIFIC LOCATION:

DIRECTION: WB

CITY/STATE: Leander, TX

DATE: Oct 19 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classified	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM	0	1	0	0	0	1	0	0	0	0	0	0	0	0	2
04:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
05:00 AM	0	7	4	0	2	0	0	1	0	0	0	0	0	0	14
06:00 AM	1	25	6	0	4	0	0	0	0	0	0	0	0	0	36
07:00 AM	1	114	43	0	9	0	0	1	0	0	0	0	0	0	168
08:00 AM	0	37	13	1	8	0	0	0	0	0	0	0	0	1	60
09:00 AM	0	26	12	0	3	0	0	2	0	0	0	0	0	1	44
10:00 AM	1	17	15	2	3	0	0	1	0	0	0	0	0	0	39
11:00 AM	0	26	16	0	6	0	0	0	0	0	0	0	0	0	48
12:00 PM	0	23	20	0	8	0	0	0	0	0	0	0	0	0	51
01:00 PM	0	23	8	0	9	0	0	0	0	0	0	0	0	1	41
02:00 PM	0	31	19	0	8	0	0	1	0	0	0	0	0	1	60
03:00 PM	0	50	22	0	11	0	0	1	0	0	0	0	0	2	86
04:00 PM	1	69	34	2	16	1	0	1	0	0	0	0	0	6	130
05:00 PM	2	88	43	0	18	0	0	2	0	0	0	0	0	12	165
06:00 PM	1	51	20	0	8	0	0	0	0	0	0	0	0	1	81
07:00 PM	1	29	12	0	2	0	0	0	0	0	0	0	0	3	47
08:00 PM	1	17	8	0	4	0	0	0	0	0	0	0	0	2	32
09:00 PM	0	7	3	0	0	0	0	0	0	0	0	0	0	0	10
10:00 PM	0	4	3	0	1	0	0	0	0	0	0	0	0	0	8
11:00 PM	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
Day Total	9	648	302	5	120	2	0	10	0	0	0	0	0	30	1126
Percent	0.8%	57.5%	26.8%	0.4%	10.7%	0.2%	0%	0.9%	0%	0%	0%	0%	0%	2.7%	
ADT 1126															
AM Peak Volume	6:00 AM 1	7:00 AM 114	7:00 AM 43	10:00 AM 2	7:00 AM 9	3:00 AM 1	12:00 AM 0	9:00 AM 2	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	8:00 AM 1	7:00 AM 168
PM Peak Volume	5:00 PM 2	5:00 PM 88	5:00 PM 43	4:00 PM 2	5:00 PM 18	4:00 PM 1	12:00 PM 0	5:00 PM 2	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	5:00 PM 12	5:00 PM 165

Comments:

LOCATION: CR 177 east of Ronald Reagan

SPECIFIC LOCATION:

CITY/STATE: Leander, TX

QC JOB #: 16368204

DIRECTION: WB

DATE: Oct 15 2023 - Oct 19 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
Grand Total	28	3050	1374	19	468	5	3	43	2	0	0	0	0	88	5080
Percent	0.6%	60%	27%	0.4%	9.2%	0.1%	0.1%	0.8%	0%	0%	0%	0%	0%	1.7%	
ADT 1016															
Comments:															

LOCATION: CR 177 west of CR 175

QC JOB #: 16368205

SPECIFIC LOCATION:

DIRECTION: EB, WB

CITY/STATE: Leander, No

DATE: Oct 15 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total	
12:00 AM	0	13	4	0	0	0	0	0	0	0	0	0	0	0	17	
01:00 AM	0	12	3	0	2	0	0	0	0	0	0	0	0	0	17	
02:00 AM	0	2	1	0	1	0	0	0	0	0	0	0	0	0	4	
03:00 AM	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2	
04:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	
05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
06:00 AM	0	2	1	0	2	0	0	0	0	0	0	0	0	0	5	
07:00 AM	0	12	1	0	2	0	0	0	0	0	0	0	0	0	15	
08:00 AM	1	19	12	0	7	0	0	0	0	0	0	0	0	1	40	
09:00 AM	1	37	13	0	5	0	0	1	0	0	0	0	0	3	60	
10:00 AM	1	53	17	0	9	0	0	0	0	0	0	0	0	2	82	
11:00 AM	1	38	20	1	9	0	0	0	0	0	0	0	0	2	71	
12:00 PM	1	60	21	0	8	0	0	0	0	0	0	0	0	5	95	
01:00 PM	0	47	25	0	15	0	1	0	0	0	0	0	0	4	92	
02:00 PM	2	62	12	0	7	0	1	0	0	0	0	0	0	4	88	
03:00 PM	0	48	22	0	7	0	0	3	0	0	0	0	0	3	83	
04:00 PM	0	52	29	1	6	0	0	1	0	0	0	0	0	2	91	
05:00 PM	0	46	28	0	6	0	0	1	0	0	0	0	0	4	85	
06:00 PM	1	47	20	0	5	0	0	1	0	0	0	0	0	0	74	
07:00 PM	0	32	6	0	4	0	1	0	0	0	0	0	0	4	47	
08:00 PM	0	26	6	0	3	0	0	0	0	0	0	0	0	0	35	
09:00 PM	0	10	4	0	1	0	0	0	0	0	0	0	0	0	15	
10:00 PM	2	6	8	0	3	0	0	0	0	0	0	0	0	1	20	
11:00 PM	0	4	0	0	0	0	0	0	0	0	0	0	0	0	4	
Day Total	10	630	254	2	102	0	3	7	0	0	0	0	0	35	1043	
Percent	1%	60.4%	24.4%	0.2%	9.8%	0%	0.3%	0.7%	0%	0%	0%	0%	0%	3.4%		
ADT 1043																
AM Peak Volume	8:00 AM 1	10:00 AM 53	11:00 AM 20	11:00 AM 1	10:00 AM 9	12:00 AM 0	12:00 AM 0	9:00 AM 1	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	9:00 AM 3	10:00 AM 82	
PM Peak Volume	2:00 PM 2	2:00 PM 62	4:00 PM 29	4:00 PM 1	1:00 PM 15	12:00 PM 0	1:00 PM 1	3:00 PM 3	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 5	12:00 PM 95	
Comments:																

Comments:

LOCATION: CR 177 west of CR 175

QC JOB #: 16368205

SPECIFIC LOCATION:

DIRECTION: EB, WB

CITY/STATE: Leander, No

DATE: Oct 16 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	2	1	0	0	0	0	0	0	0	0	0	0	1	4
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM	0	2	1	0	1	0	0	0	0	0	0	0	0	0	4
05:00 AM	0	11	6	0	7	0	0	0	0	0	0	0	0	0	24
06:00 AM	2	24	10	0	10	0	0	0	0	0	0	0	0	1	47
07:00 AM	3	131	59	0	11	2	0	3	0	0	0	0	0	19	228
08:00 AM	6	85	39	1	14	0	0	2	0	0	0	0	0	9	156
09:00 AM	1	33	17	0	13	2	0	1	0	0	0	0	1	4	72
10:00 AM	0	27	22	0	16	0	1	2	0	0	0	0	0	3	71
11:00 AM	1	30	26	0	10	0	0	0	0	0	0	0	0	1	68
12:00 PM	0	42	22	0	11	0	0	1	0	0	0	0	0	2	78
01:00 PM	0	40	17	1	13	0	0	1	0	0	0	0	0	0	72
02:00 PM	0	46	25	1	9	0	0	3	0	0	0	0	0	3	87
03:00 PM	0	71	30	0	12	0	0	2	0	0	0	0	0	2	117
04:00 PM	3	115	50	0	18	0	0	7	0	0	0	0	0	6	199
05:00 PM	1	115	49	0	18	0	0	3	0	0	0	0	0	7	193
06:00 PM	2	76	25	0	4	1	0	1	0	0	0	0	0	4	113
07:00 PM	2	42	13	0	10	0	1	0	0	0	0	0	0	5	73
08:00 PM	0	38	14	0	3	0	0	0	0	0	0	0	0	1	56
09:00 PM	1	16	4	0	1	0	0	0	0	0	0	0	0	0	22
10:00 PM	0	7	2	0	1	0	0	0	0	0	0	0	0	0	10
11:00 PM	0	3	3	0	0	0	0	0	0	0	0	0	0	0	6
Day Total	22	956	435	3	182	5	2	26	0	0	0	0	1	68	1700
Percent	1.3%	56.2%	25.6%	0.2%	10.7%	0.3%	0.1%	1.5%	0%	0%	0%	0%	0.1%	4%	
ADT 1700															
AM Peak Volume	8:00 AM 6	7:00 AM 131	7:00 AM 59	8:00 AM 1	10:00 AM 16	7:00 AM 2	10:00 AM 1	7:00 AM 3	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	9:00 AM 1	7:00 AM 19	7:00 AM 228
PM Peak Volume	4:00 PM 3	4:00 PM 115	4:00 PM 50	1:00 PM 1	4:00 PM 18	6:00 PM 1	7:00 PM 1	4:00 PM 7	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	5:00 PM 7	4:00 PM 199

Comments:

LOCATION: CR 177 west of CR 175

QC JOB #: 16368205

SPECIFIC LOCATION:

DIRECTION: EB, WB

CITY/STATE: Leander, No

DATE: Oct 17 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2
05:00 AM	0	10	8	0	7	0	0	0	0	0	0	0	0	2	27
06:00 AM	0	30	11	0	3	0	0	0	0	0	0	0	0	0	44
07:00 AM	2	159	63	0	16	1	1	3	0	0	0	0	0	11	256
08:00 AM	0	76	38	0	13	0	0	3	0	0	0	0	0	8	138
09:00 AM	2	52	27	1	16	0	1	1	0	0	0	0	0	2	102
10:00 AM	1	19	19	0	9	0	0	1	0	0	0	0	0	3	52
11:00 AM	1	39	26	0	9	1	0	1	0	0	0	0	0	4	81
12:00 PM	0	31	19	0	17	0	0	1	0	0	0	0	0	2	70
01:00 PM	0	45	24	0	12	0	0	0	0	0	0	0	0	1	82
02:00 PM	0	50	27	0	14	1	0	1	0	0	0	0	0	5	98
03:00 PM	1	71	39	0	8	1	1	3	0	0	0	0	0	9	133
04:00 PM	5	115	36	0	19	0	0	0	0	0	0	0	0	8	183
05:00 PM	2	138	54	1	17	2	0	3	0	0	0	0	0	10	227
06:00 PM	2	106	29	0	16	1	0	2	0	0	0	0	0	5	161
07:00 PM	0	61	12	0	9	0	0	1	0	0	0	0	0	0	83
08:00 PM	0	28	8	0	9	0	0	0	0	0	0	0	0	0	45
09:00 PM	0	25	6	0	5	0	0	0	0	0	0	0	0	0	36
10:00 PM	0	6	3	0	2	0	0	0	0	0	0	0	0	0	11
11:00 PM	0	4	3	0	1	0	0	0	0	0	0	0	0	0	8
Day Total	16	1068	452	2	203	7	3	20	0	0	0	0	0	70	1841
Percent	0.9%	58%	24.6%	0.1%	11%	0.4%	0.2%	1.1%	0%	0%	0%	0%	0%	3.8%	
ADT 1841															
AM Peak Volume	7:00 AM 2	7:00 AM 159	7:00 AM 63	9:00 AM 1	7:00 AM 16	7:00 AM 1	7:00 AM 1	7:00 AM 3	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	7:00 AM 11	7:00 AM 256
PM Peak Volume	4:00 PM 5	5:00 PM 138	5:00 PM 54	5:00 PM 1	4:00 PM 19	5:00 PM 2	3:00 PM 1	3:00 PM 3	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	5:00 PM 10	5:00 PM 227

Comments:

LOCATION: CR 177 west of CR 175

SPECIFIC LOCATION:

CITY/STATE: Leander, No

QC JOB #: 16368205

DIRECTION: EB, WB

DATE: Oct 18 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	3	1	0	2	0	0	0	0	0	0	0	0	0	6
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM	0	0	1	0	3	0	0	0	0	0	0	0	0	0	4
05:00 AM	0	9	6	0	5	0	0	0	0	0	0	0	0	0	20
06:00 AM	1	33	16	0	7	0	0	0	0	0	0	0	0	0	57
07:00 AM	1	144	49	0	15	1	0	3	0	0	0	0	0	10	223
08:00 AM	1	85	46	0	9	0	1	3	0	0	0	0	0	9	154
09:00 AM	1	36	27	0	11	0	0	1	0	0	0	0	0	2	78
10:00 AM	1	19	20	3	7	0	0	2	0	0	0	0	0	2	54
11:00 AM	0	35	22	0	8	2	1	2	0	0	0	0	0	3	73
12:00 PM	1	36	20	0	12	1	0	2	0	0	0	0	0	1	73
01:00 PM	1	42	20	0	9	0	0	1	0	0	0	0	0	2	75
02:00 PM	3	47	30	0	12	1	0	3	0	0	0	0	0	2	98
03:00 PM	0	70	37	0	17	0	1	3	0	0	0	0	0	2	130
04:00 PM	3	102	47	0	18	2	0	6	0	0	0	0	0	10	188
05:00 PM	3	143	61	1	23	0	0	3	1	0	0	0	0	18	253
06:00 PM	0	76	23	0	15	0	0	0	0	0	0	0	0	5	119
07:00 PM	0	66	23	0	15	0	1	1	0	0	0	0	0	2	108
08:00 PM	0	79	28	0	17	0	0	2	0	0	0	0	0	5	131
09:00 PM	0	21	12	0	2	0	0	0	0	0	0	0	0	0	35
10:00 PM	0	9	0	0	3	0	0	0	0	0	0	0	0	0	12
11:00 PM	0	5	3	0	0	0	0	0	0	0	0	0	0	0	8
Day Total	16	1061	493	4	210	7	4	32	1	0	0	0	0	73	1901
Percent	0.8%	55.8%	25.9%	0.2%	11%	0.4%	0.2%	1.7%	0.1%	0%	0%	0%	0%	3.8%	
ADT 1901															
AM Peak Volume	6:00 AM 1	7:00 AM 144	7:00 AM 49	10:00 AM 3	7:00 AM 15	11:00 AM 2	8:00 AM 1	7:00 AM 3	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	7:00 AM 10	7:00 AM 223
PM Peak Volume	2:00 PM 3	5:00 PM 143	5:00 PM 61	5:00 PM 1	5:00 PM 23	4:00 PM 2	3:00 PM 1	4:00 PM 6	5:00 PM 1	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	5:00 PM 18	5:00 PM 253

Comments:

LOCATION: CR 177 west of CR 175

QC JOB #: 16368205

SPECIFIC LOCATION:

DIRECTION: EB, WB

CITY/STATE: Leander, No

DATE: Oct 19 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	5	1	0	0	0	0	0	0	0	0	0	0	0	6
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
04:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
05:00 AM	0	5	1	1	5	0	0	1	0	0	0	0	0	1	14
06:00 AM	1	32	6	0	9	0	0	1	0	0	0	0	0	2	51
07:00 AM	2	119	61	0	16	2	1	2	0	0	0	0	0	11	214
08:00 AM	0	70	34	0	14	1	0	0	0	0	0	0	0	4	123
09:00 AM	0	40	18	0	9	1	0	2	0	0	0	0	0	3	73
10:00 AM	1	19	17	3	8	0	0	2	0	0	0	0	0	4	54
11:00 AM	0	32	24	0	12	0	0	1	0	0	0	0	0	0	69
12:00 PM	0	28	17	0	19	0	0	0	0	0	0	0	0	2	66
01:00 PM	0	43	17	0	13	1	1	0	0	0	0	0	0	1	76
02:00 PM	0	48	30	0	12	0	0	2	0	0	0	0	0	2	94
03:00 PM	0	86	38	0	10	0	0	0	0	0	0	0	0	0	134
04:00 PM	6	120	47	0	23	2	0	4	0	0	0	0	0	14	216
05:00 PM	1	151	67	1	35	0	1	6	0	0	0	1	0	17	280
06:00 PM	4	86	30	0	23	0	0	2	0	0	0	0	0	3	148
07:00 PM	0	46	29	0	8	0	0	0	0	0	0	0	0	0	83
08:00 PM	0	37	10	0	2	0	0	1	0	0	0	0	0	1	51
09:00 PM	0	22	14	0	4	0	0	0	0	0	0	0	0	0	40
10:00 PM	0	15	7	0	1	0	0	0	0	0	0	0	0	0	23
11:00 PM	0	3	1	0	1	0	0	0	0	0	0	0	0	0	5
Day Total	15	1009	470	5	224	7	3	24	0	0	0	1	0	65	1823
Percent	0.8%	55.3%	25.8%	0.3%	12.3%	0.4%	0.2%	1.3%	0%	0%	0%	0.1%	0%	3.6%	
ADT 1823															
AM Peak Volume	7:00 AM 2	7:00 AM 119	7:00 AM 61	10:00 AM 3	7:00 AM 16	7:00 AM 2	7:00 AM 1	7:00 AM 2	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	7:00 AM 11	7:00 AM 214
PM Peak Volume	4:00 PM 6	5:00 PM 151	5:00 PM 67	5:00 PM 1	5:00 PM 35	4:00 PM 2	1:00 PM 1	5:00 PM 6	12:00 PM 0	12:00 PM 0	12:00 PM 0	5:00 PM 1	12:00 PM 0	5:00 PM 17	5:00 PM 280

Comments:

LOCATION: CR 177 west of CR 175

QC JOB #: 16368205

SPECIFIC LOCATION:

DIRECTION: EB, WB

CITY/STATE: Leander, No

DATE: Oct 15 2023 - Oct 19 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
Grand Total	79	4724	2104	16	921	26	15	109	1	0	0	1	1	311	8308
Percent	1%	56.9%	25.3%	0.2%	11.1%	0.3%	0.2%	1.3%	0%	0%	0%	0%	0%	3.7%	
ADT 1661															

Comments:

Report generated on 10/23/2023 12:52 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

LOCATION: CR 177 west of CR 175

QC JOB #: 16368205

SPECIFIC LOCATION:

DIRECTION: EB

CITY/STATE: Leander, No

DATE: Oct 15 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	4	2	0	0	0	0	0	0	0	0	0	0	0	6
01:00 AM	0	11	3	0	2	0	0	0	0	0	0	0	0	0	16
02:00 AM	0	2	1	0	0	0	0	0	0	0	0	0	0	0	3
03:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
04:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00 AM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
07:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
08:00 AM	0	4	3	0	4	0	0	0	0	0	0	0	0	1	12
09:00 AM	1	11	7	0	1	0	0	1	0	0	0	0	0	2	23
10:00 AM	0	18	8	0	5	0	0	0	0	0	0	0	0	1	32
11:00 AM	0	15	11	0	5	0	0	0	0	0	0	0	0	1	32
12:00 PM	0	37	10	0	5	0	0	0	0	0	0	0	0	4	56
01:00 PM	0	21	11	0	5	0	0	0	0	0	0	0	0	3	40
02:00 PM	1	32	6	0	5	0	1	0	0	0	0	0	0	2	47
03:00 PM	0	23	6	0	6	0	0	1	0	0	0	0	0	2	38
04:00 PM	0	35	14	0	4	0	0	1	0	0	0	0	0	2	56
05:00 PM	0	25	15	0	2	0	0	1	0	0	0	0	0	2	45
06:00 PM	1	30	14	0	3	0	0	1	0	0	0	0	0	0	49
07:00 PM	0	22	4	0	3	0	1	0	0	0	0	0	0	0	30
08:00 PM	0	14	6	0	2	0	0	0	0	0	0	0	0	0	22
09:00 PM	0	5	4	0	1	0	0	0	0	0	0	0	0	0	10
10:00 PM	2	5	4	0	3	0	0	0	0	0	0	0	0	1	15
11:00 PM	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
Day Total	5	320	130	0	57	0	2	5	0	0	0	0	0	21	540
Percent	0.9%	59.3%	24.1%	0%	10.6%	0%	0.4%	0.9%	0%	0%	0%	0%	0%	3.9%	
ADT 540															
AM Peak Volume	9:00 AM 1	10:00 AM 18	11:00 AM 11	12:00 AM 0	10:00 AM 5	12:00 AM 0	12:00 AM 0	9:00 AM 1	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	9:00 AM 2	10:00 AM 32
PM Peak Volume	10:00 PM 2	12:00 PM 37	5:00 PM 15	12:00 PM 0	3:00 PM 6	12:00 PM 0	2:00 PM 1	3:00 PM 1	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 4	12:00 PM 56

Comments:

LOCATION: CR 177 west of CR 175

QC JOB #: 16368205

SPECIFIC LOCATION:

DIRECTION: EB

CITY/STATE: Leander, No

DATE: Oct 16 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	1	1	0	0	0	0	0	0	0	0	0	0	1	3
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
05:00 AM	0	3	2	0	3	0	0	0	0	0	0	0	0	0	8
06:00 AM	0	9	2	0	3	0	0	0	0	0	0	0	0	0	14
07:00 AM	1	33	15	0	4	1	0	1	0	0	0	0	0	13	68
08:00 AM	3	48	31	1	8	0	0	1	0	0	0	0	0	5	97
09:00 AM	0	15	3	0	7	1	0	1	0	0	0	0	0	2	29
10:00 AM	0	8	13	0	8	0	1	1	0	0	0	0	0	1	32
11:00 AM	0	14	14	0	5	0	0	0	0	0	0	0	0	1	34
12:00 PM	0	21	12	0	7	0	0	1	0	0	0	0	0	2	43
01:00 PM	0	24	12	0	6	0	0	0	0	0	0	0	0	0	42
02:00 PM	0	21	11	1	4	0	0	1	0	0	0	0	0	1	39
03:00 PM	0	36	15	0	6	0	0	1	0	0	0	0	0	2	60
04:00 PM	1	59	23	0	10	0	0	4	0	0	0	0	0	4	101
05:00 PM	0	57	26	0	12	0	0	2	0	0	0	0	0	1	98
06:00 PM	0	51	11	0	2	1	0	1	0	0	0	0	0	2	68
07:00 PM	1	28	7	0	7	0	1	0	0	0	0	0	0	3	47
08:00 PM	0	21	7	0	2	0	0	0	0	0	0	0	0	0	30
09:00 PM	1	12	4	0	0	0	0	0	0	0	0	0	0	0	17
10:00 PM	0	4	1	0	1	0	0	0	0	0	0	0	0	0	6
11:00 PM	0	2	3	0	0	0	0	0	0	0	0	0	0	0	5
Day Total	7	468	213	2	95	3	2	14	0	0	0	0	0	38	842
Percent	0.8%	55.6%	25.3%	0.2%	11.3%	0.4%	0.2%	1.7%	0%	0%	0%	0%	0%	4.5%	
ADT 842															
AM Peak Volume	8:00 AM 3	8:00 AM 48	8:00 AM 31	8:00 AM 1	8:00 AM 8	7:00 AM 1	10:00 AM 1	7:00 AM 1	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	7:00 AM 13	8:00 AM 97
PM Peak Volume	4:00 PM 1	4:00 PM 59	5:00 PM 26	2:00 PM 1	5:00 PM 12	6:00 PM 1	7:00 PM 1	4:00 PM 4	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	4:00 PM 4	4:00 PM 101
Comments:															

LOCATION: CR 177 west of CR 175

QC JOB #: 16368205

SPECIFIC LOCATION:

DIRECTION: EB

CITY/STATE: Leander, No

DATE: Oct 17 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00 AM	0	4	1	0	4	0	0	0	0	0	0	0	0	2	11
06:00 AM	0	12	4	0	1	0	0	0	0	0	0	0	0	0	17
07:00 AM	0	46	16	0	7	1	1	1	0	0	0	0	0	6	78
08:00 AM	0	31	18	0	7	0	0	3	0	0	0	0	0	1	60
09:00 AM	1	16	9	0	10	0	0	1	0	0	0	0	0	1	38
10:00 AM	0	9	8	0	5	0	0	1	0	0	0	0	0	3	26
11:00 AM	0	13	14	0	5	1	0	0	0	0	0	0	0	3	36
12:00 PM	0	13	8	0	4	0	0	0	0	0	0	0	0	1	26
01:00 PM	0	23	8	0	6	0	0	0	0	0	0	0	0	1	38
02:00 PM	0	26	13	0	9	1	0	0	0	0	0	0	0	2	51
03:00 PM	1	44	15	0	3	1	0	1	0	0	0	0	0	4	69
04:00 PM	1	59	20	0	11	0	0	0	0	0	0	0	0	3	94
05:00 PM	0	64	27	1	8	0	0	3	0	0	0	0	0	5	108
06:00 PM	0	52	10	0	9	0	0	2	0	0	0	0	0	4	77
07:00 PM	0	40	8	0	5	0	0	1	0	0	0	0	0	0	54
08:00 PM	0	23	6	0	7	0	0	0	0	0	0	0	0	0	36
09:00 PM	0	15	4	0	2	0	0	0	0	0	0	0	0	0	21
10:00 PM	0	3	2	0	2	0	0	0	0	0	0	0	0	0	7
11:00 PM	0	4	2	0	1	0	0	0	0	0	0	0	0	0	7
Day Total	3	498	193	1	106	4	1	13	0	0	0	0	0	36	855
Percent	0.4%	58.2%	22.6%	0.1%	12.4%	0.5%	0.1%	1.5%	0%	0%	0%	0%	0%	4.2%	
ADT 855															
AM Peak Volume	9:00 AM 1	7:00 AM 46	8:00 AM 18	12:00 AM 0	9:00 AM 10	7:00 AM 1	7:00 AM 1	8:00 AM 3	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	7:00 AM 6	7:00 AM 78
PM Peak Volume	3:00 PM 1	5:00 PM 64	5:00 PM 27	5:00 PM 1	4:00 PM 11	2:00 PM 1	12:00 PM 0	5:00 PM 3	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	5:00 PM 5	5:00 PM 108

Comments:

LOCATION: CR 177 west of CR 175

QC JOB #: 16368205

SPECIFIC LOCATION:

DIRECTION: EB

CITY/STATE: Leander, No

DATE: Oct 18 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	2	0	0	1	0	0	0	0	0	0	0	0	0	3
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
05:00 AM	0	2	1	0	3	0	0	0	0	0	0	0	0	0	6
06:00 AM	0	13	5	0	4	0	0	0	0	0	0	0	0	0	22
07:00 AM	1	38	14	0	3	0	0	0	0	0	0	0	0	5	61
08:00 AM	0	37	26	0	6	0	0	2	0	0	0	0	0	5	76
09:00 AM	0	20	15	0	5	0	0	1	0	0	0	0	0	1	42
10:00 AM	0	9	9	2	4	0	0	1	0	0	0	0	0	1	26
11:00 AM	0	14	6	0	4	1	0	0	0	0	0	0	0	3	28
12:00 PM	1	21	12	0	4	0	0	2	0	0	0	0	0	1	41
01:00 PM	0	24	9	0	6	0	0	0	0	0	0	0	0	2	41
02:00 PM	2	23	11	0	8	1	0	2	0	0	0	0	0	1	48
03:00 PM	0	42	22	0	8	0	1	0	0	0	0	0	0	1	74
04:00 PM	3	55	20	0	4	1	0	1	0	0	0	0	0	6	90
05:00 PM	2	44	23	0	6	0	0	2	0	0	0	0	0	8	85
06:00 PM	0	43	10	0	6	0	0	0	0	0	0	0	0	5	64
07:00 PM	0	37	18	0	11	0	0	1	0	0	0	0	0	2	69
08:00 PM	0	55	22	0	13	0	0	2	0	0	0	0	0	2	94
09:00 PM	0	16	9	0	2	0	0	0	0	0	0	0	0	0	27
10:00 PM	0	4	0	0	1	0	0	0	0	0	0	0	0	0	5
11:00 PM	0	3	1	0	0	0	0	0	0	0	0	0	0	0	4
Day Total	9	502	234	2	100	3	1	14	0	0	0	0	0	43	908
Percent	1%	55.3%	25.8%	0.2%	11%	0.3%	0.1%	1.5%	0%	0%	0%	0%	0%	4.7%	
ADT 908															
AM Peak Volume	7:00 AM 1	7:00 AM 38	8:00 AM 26	10:00 AM 2	8:00 AM 6	11:00 AM 1	12:00 AM 0	8:00 AM 2	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	7:00 AM 5	8:00 AM 76
PM Peak Volume	4:00 PM 3	4:00 PM 55	5:00 PM 23	12:00 PM 0	8:00 PM 13	2:00 PM 1	3:00 PM 1	12:00 PM 2	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	5:00 PM 8	8:00 PM 94

Comments:

LOCATION: CR 177 west of CR 175

QC JOB #: 16368205

SPECIFIC LOCATION:

DIRECTION: EB

CITY/STATE: Leander, No

DATE: Oct 19 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	4	1	0	0	0	0	0	0	0	0	0	0	0	5
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
04:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00 AM	0	2	0	1	2	0	0	0	0	0	0	0	0	0	5
06:00 AM	0	8	2	0	2	0	0	0	0	0	0	0	0	1	13
07:00 AM	0	28	17	0	8	1	0	1	0	0	0	0	0	6	61
08:00 AM	0	37	24	0	8	0	0	0	0	0	0	0	0	2	71
09:00 AM	0	19	6	0	5	0	0	0	0	0	0	0	0	3	33
10:00 AM	0	5	9	1	3	0	0	1	0	0	0	0	0	1	20
11:00 AM	0	13	13	0	6	0	0	1	0	0	0	0	0	0	33
12:00 PM	0	12	7	0	9	0	0	0	0	0	0	0	0	1	29
01:00 PM	0	26	9	0	10	0	0	0	0	0	0	0	0	1	46
02:00 PM	0	24	15	0	5	0	0	1	0	0	0	0	0	1	46
03:00 PM	0	41	18	0	4	0	0	0	0	0	0	0	0	0	63
04:00 PM	3	50	15	0	9	0	0	2	0	0	0	0	0	7	86
05:00 PM	1	74	30	1	15	0	1	3	0	0	0	1	0	8	134
06:00 PM	1	45	15	0	17	0	0	0	0	0	0	0	0	2	80
07:00 PM	0	27	16	0	8	0	0	0	0	0	0	0	0	0	51
08:00 PM	0	21	5	0	0	0	0	1	0	0	0	0	0	0	27
09:00 PM	0	16	11	0	4	0	0	0	0	0	0	0	0	0	31
10:00 PM	0	11	5	0	0	0	0	0	0	0	0	0	0	0	16
11:00 PM	0	1	1	0	1	0	0	0	0	0	0	0	0	0	3
Day Total	5	465	219	3	116	1	1	10	0	0	0	1	0	33	854
Percent	0.6%	54.4%	25.6%	0.4%	13.6%	0.1%	0.1%	1.2%	0%	0%	0%	0.1%	0%	3.9%	
ADT 854															
AM Peak Volume	12:00 AM	8:00 AM	8:00 AM	5:00 AM	7:00 AM	7:00 AM	12:00 AM	7:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	7:00 AM	8:00 AM
	0	37	24	1	8	1	0	1	0	0	0	0	0	6	71
PM Peak Volume	4:00 PM	5:00 PM	5:00 PM	5:00 PM	6:00 PM	12:00 PM	5:00 PM	5:00 PM	12:00 PM	12:00 PM	12:00 PM	5:00 PM	12:00 PM	5:00 PM	5:00 PM
	3	74	30	1	17	0	1	3	0	0	0	1	0	8	134

Comments:

LOCATION: CR 177 west of CR 175

QC JOB #: 16368205

SPECIFIC LOCATION:

DIRECTION: EB

CITY/STATE: Leander, No

DATE: Oct 15 2023 - Oct 19 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
Grand Total	29	2253	989	8	474	11	7	56	0	0	0	1	0	171	3999
Percent	0.7%	56.3%	24.7%	0.2%	11.9%	0.3%	0.2%	1.4%	0%	0%	0%	0%	0%	4.3%	
ADT 799															

Comments:

LOCATION: CR 177 west of CR 175

QC JOB #: 16368205

SPECIFIC LOCATION:

DIRECTION: WB

CITY/STATE: Leander, No

DATE: Oct 15 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	9	2	0	0	0	0	0	0	0	0	0	0	0	11
01:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
03:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
04:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00 AM	0	0	1	0	2	0	0	0	0	0	0	0	0	0	3
07:00 AM	0	12	1	0	1	0	0	0	0	0	0	0	0	0	14
08:00 AM	1	15	9	0	3	0	0	0	0	0	0	0	0	0	28
09:00 AM	0	26	6	0	4	0	0	0	0	0	0	0	0	1	37
10:00 AM	1	35	9	0	4	0	0	0	0	0	0	0	0	1	50
11:00 AM	1	23	9	1	4	0	0	0	0	0	0	0	0	1	39
12:00 PM	1	23	11	0	3	0	0	0	0	0	0	0	0	1	39
01:00 PM	0	26	14	0	10	0	1	0	0	0	0	0	0	1	52
02:00 PM	1	30	6	0	2	0	0	0	0	0	0	0	0	2	41
03:00 PM	0	25	16	0	1	0	0	2	0	0	0	0	0	1	45
04:00 PM	0	17	15	1	2	0	0	0	0	0	0	0	0	0	35
05:00 PM	0	21	13	0	4	0	0	0	0	0	0	0	0	2	40
06:00 PM	0	17	6	0	2	0	0	0	0	0	0	0	0	0	25
07:00 PM	0	10	2	0	1	0	0	0	0	0	0	0	0	4	17
08:00 PM	0	12	0	0	1	0	0	0	0	0	0	0	0	0	13
09:00 PM	0	5	0	0	0	0	0	0	0	0	0	0	0	0	5
10:00 PM	0	1	4	0	0	0	0	0	0	0	0	0	0	0	5
11:00 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Day Total	5	310	124	2	45	0	1	2	0	0	0	0	0	14	503
Percent	1%	61.6%	24.7%	0.4%	8.9%	0%	0.2%	0.4%	0%	0%	0%	0%	0%	2.8%	
ADT 503															
AM Peak Volume	8:00 AM	10:00 AM	8:00 AM	11:00 AM	9:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	9:00 AM	10:00 AM
	1	35	9	1	4	0	0	0	0	0	0	0	0	1	50
PM Peak Volume	12:00 PM	2:00 PM	3:00 PM	4:00 PM	1:00 PM	12:00 PM	1:00 PM	3:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	7:00 PM	1:00 PM
	1	30	16	1	10	0	1	2	0	0	0	0	0	4	52

Comments:

LOCATION: CR 177 west of CR 175

QC JOB #: 16368205

SPECIFIC LOCATION:

DIRECTION: WB

CITY/STATE: Leander, No

DATE: Oct 16 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM	0	1	1	0	1	0	0	0	0	0	0	0	0	0	3
05:00 AM	0	8	4	0	4	0	0	0	0	0	0	0	0	0	16
06:00 AM	2	15	8	0	7	0	0	0	0	0	0	0	0	1	33
07:00 AM	2	98	44	0	7	1	0	2	0	0	0	0	0	6	160
08:00 AM	3	37	8	0	6	0	0	1	0	0	0	0	0	4	59
09:00 AM	1	18	14	0	6	1	0	0	0	0	0	0	1	2	43
10:00 AM	0	19	9	0	8	0	0	1	0	0	0	0	0	2	39
11:00 AM	1	16	12	0	5	0	0	0	0	0	0	0	0	0	34
12:00 PM	0	21	10	0	4	0	0	0	0	0	0	0	0	0	35
01:00 PM	0	16	5	1	7	0	0	1	0	0	0	0	0	0	30
02:00 PM	0	25	14	0	5	0	0	2	0	0	0	0	0	2	48
03:00 PM	0	35	15	0	6	0	0	1	0	0	0	0	0	0	57
04:00 PM	2	56	27	0	8	0	0	3	0	0	0	0	0	2	98
05:00 PM	1	58	23	0	6	0	0	1	0	0	0	0	0	6	95
06:00 PM	2	25	14	0	2	0	0	0	0	0	0	0	0	2	45
07:00 PM	1	14	6	0	3	0	0	0	0	0	0	0	0	2	26
08:00 PM	0	17	7	0	1	0	0	0	0	0	0	0	0	1	26
09:00 PM	0	4	0	0	1	0	0	0	0	0	0	0	0	0	5
10:00 PM	0	3	1	0	0	0	0	0	0	0	0	0	0	0	4
11:00 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Day Total	15	488	222	1	87	2	0	12	0	0	0	0	1	30	858
Percent	1.7%	56.9%	25.9%	0.1%	10.1%	0.2%	0%	1.4%	0%	0%	0%	0%	0.1%	3.5%	
ADT 858															
AM Peak Volume	8:00 AM	7:00 AM	7:00 AM	12:00 AM	10:00 AM	7:00 AM	12:00 AM	7:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	9:00 AM	7:00 AM	7:00 AM
	3	98	44	0	8	1	0	2	0	0	0	0	1	6	160
PM Peak Volume	4:00 PM	5:00 PM	4:00 PM	1:00 PM	4:00 PM	12:00 PM	12:00 PM	4:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	5:00 PM	4:00 PM
	2	58	27	1	8	0	0	3	0	0	0	0	0	6	98

Comments:

LOCATION: CR 177 west of CR 175

QC JOB #: 16368205

SPECIFIC LOCATION:

DIRECTION: WB

CITY/STATE: Leander, No

DATE: Oct 17 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2
05:00 AM	0	6	7	0	3	0	0	0	0	0	0	0	0	0	16
06:00 AM	0	18	7	0	2	0	0	0	0	0	0	0	0	0	27
07:00 AM	2	113	47	0	9	0	0	2	0	0	0	0	0	5	178
08:00 AM	0	45	20	0	6	0	0	0	0	0	0	0	0	7	78
09:00 AM	1	36	18	1	6	0	1	0	0	0	0	0	0	1	64
10:00 AM	1	10	11	0	4	0	0	0	0	0	0	0	0	0	26
11:00 AM	1	26	12	0	4	0	0	1	0	0	0	0	0	1	45
12:00 PM	0	18	11	0	13	0	0	1	0	0	0	0	0	1	44
01:00 PM	0	22	16	0	6	0	0	0	0	0	0	0	0	0	44
02:00 PM	0	24	14	0	5	0	0	1	0	0	0	0	0	3	47
03:00 PM	0	27	24	0	5	0	1	2	0	0	0	0	0	5	64
04:00 PM	4	56	16	0	8	0	0	0	0	0	0	0	0	5	89
05:00 PM	2	74	27	0	9	2	0	0	0	0	0	0	0	5	119
06:00 PM	2	54	19	0	7	1	0	0	0	0	0	0	0	1	84
07:00 PM	0	21	4	0	4	0	0	0	0	0	0	0	0	0	29
08:00 PM	0	5	2	0	2	0	0	0	0	0	0	0	0	0	9
09:00 PM	0	10	2	0	3	0	0	0	0	0	0	0	0	0	15
10:00 PM	0	3	1	0	0	0	0	0	0	0	0	0	0	0	4
11:00 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Day Total	13	570	259	1	97	3	2	7	0	0	0	0	0	34	986
Percent	1.3%	57.8%	26.3%	0.1%	9.8%	0.3%	0.2%	0.7%	0%	0%	0%	0%	0%	3.4%	
ADT 986															
AM Peak Volume	7:00 AM 2	7:00 AM 113	7:00 AM 47	9:00 AM 1	7:00 AM 9	12:00 AM 0	9:00 AM 1	7:00 AM 2	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	8:00 AM 7	7:00 AM 178
PM Peak Volume	4:00 PM 4	5:00 PM 74	5:00 PM 27	12:00 PM 0	12:00 PM 13	5:00 PM 2	3:00 PM 1	3:00 PM 2	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	3:00 PM 5	5:00 PM 119

Comments:

LOCATION: CR 177 west of CR 175

QC JOB #: 16368205

SPECIFIC LOCATION:

DIRECTION: WB

CITY/STATE: Leander, No

DATE: Oct 18 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	1	1	0	1	0	0	0	0	0	0	0	0	0	3
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM	0	0	1	0	2	0	0	0	0	0	0	0	0	0	3
05:00 AM	0	7	5	0	2	0	0	0	0	0	0	0	0	0	14
06:00 AM	1	20	11	0	3	0	0	0	0	0	0	0	0	0	35
07:00 AM	0	106	35	0	12	1	0	3	0	0	0	0	0	5	162
08:00 AM	1	48	20	0	3	0	1	1	0	0	0	0	0	4	78
09:00 AM	1	16	12	0	6	0	0	0	0	0	0	0	0	1	36
10:00 AM	1	10	11	1	3	0	0	1	0	0	0	0	0	1	28
11:00 AM	0	21	16	0	4	1	1	2	0	0	0	0	0	0	45
12:00 PM	0	15	8	0	8	1	0	0	0	0	0	0	0	0	32
01:00 PM	1	18	11	0	3	0	0	1	0	0	0	0	0	0	34
02:00 PM	1	24	19	0	4	0	0	1	0	0	0	0	0	1	50
03:00 PM	0	28	15	0	9	0	0	3	0	0	0	0	0	1	56
04:00 PM	0	47	27	0	14	1	0	5	0	0	0	0	0	4	98
05:00 PM	1	99	38	1	17	0	0	1	1	0	0	0	0	10	168
06:00 PM	0	33	13	0	9	0	0	0	0	0	0	0	0	0	55
07:00 PM	0	29	5	0	4	0	1	0	0	0	0	0	0	0	39
08:00 PM	0	24	6	0	4	0	0	0	0	0	0	0	0	3	37
09:00 PM	0	5	3	0	0	0	0	0	0	0	0	0	0	0	8
10:00 PM	0	5	0	0	2	0	0	0	0	0	0	0	0	0	7
11:00 PM	0	2	2	0	0	0	0	0	0	0	0	0	0	0	4
Day Total	7	559	259	2	110	4	3	18	1	0	0	0	0	30	993
Percent	0.7%	56.3%	26.1%	0.2%	11.1%	0.4%	0.3%	1.8%	0.1%	0%	0%	0%	0%	3%	
ADT 993															
AM Peak Volume	6:00 AM 1	7:00 AM 106	7:00 AM 35	10:00 AM 1	7:00 AM 12	7:00 AM 1	8:00 AM 1	7:00 AM 3	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	7:00 AM 5	7:00 AM 162
PM Peak Volume	1:00 PM 1	5:00 PM 99	5:00 PM 38	5:00 PM 1	5:00 PM 17	12:00 PM 1	7:00 PM 1	4:00 PM 5	5:00 PM 1	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	5:00 PM 10	5:00 PM 168

Comments:

LOCATION: CR 177 west of CR 175

QC JOB #: 16368205

SPECIFIC LOCATION:

DIRECTION: WB

CITY/STATE: Leander, No

DATE: Oct 19 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
04:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
05:00 AM	0	3	1	0	3	0	0	1	0	0	0	0	0	1	9
06:00 AM	1	24	4	0	7	0	0	1	0	0	0	0	0	1	38
07:00 AM	2	91	44	0	8	1	1	1	0	0	0	0	0	5	153
08:00 AM	0	33	10	0	6	1	0	0	0	0	0	0	0	2	52
09:00 AM	0	21	12	0	4	1	0	2	0	0	0	0	0	0	40
10:00 AM	1	14	8	2	5	0	0	1	0	0	0	0	0	3	34
11:00 AM	0	19	11	0	6	0	0	0	0	0	0	0	0	0	36
12:00 PM	0	16	10	0	10	0	0	0	0	0	0	0	0	1	37
01:00 PM	0	17	8	0	3	1	1	0	0	0	0	0	0	0	30
02:00 PM	0	24	15	0	7	0	0	1	0	0	0	0	0	1	48
03:00 PM	0	45	20	0	6	0	0	0	0	0	0	0	0	0	71
04:00 PM	3	70	32	0	14	2	0	2	0	0	0	0	0	7	130
05:00 PM	0	77	37	0	20	0	0	3	0	0	0	0	0	9	146
06:00 PM	3	41	15	0	6	0	0	2	0	0	0	0	0	1	68
07:00 PM	0	19	13	0	0	0	0	0	0	0	0	0	0	0	32
08:00 PM	0	16	5	0	2	0	0	0	0	0	0	0	0	1	24
09:00 PM	0	6	3	0	0	0	0	0	0	0	0	0	0	0	9
10:00 PM	0	4	2	0	1	0	0	0	0	0	0	0	0	0	7
11:00 PM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
Day Total	10	544	251	2	108	6	2	14	0	0	0	0	0	32	969
Percent	1%	56.1%	25.9%	0.2%	11.1%	0.6%	0.2%	1.4%	0%	0%	0%	0%	0%	3.3%	
ADT 969															
AM Peak Volume	7:00 AM 2	7:00 AM 91	7:00 AM 44	10:00 AM 2	7:00 AM 8	7:00 AM 1	7:00 AM 1	9:00 AM 2	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	7:00 AM 5	7:00 AM 153
PM Peak Volume	4:00 PM 3	5:00 PM 77	5:00 PM 37	12:00 PM 0	5:00 PM 20	4:00 PM 2	1:00 PM 1	5:00 PM 3	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	5:00 PM 9	5:00 PM 146

Comments:

LOCATION: CR 177 west of CR 175

QC JOB #: 16368205

SPECIFIC LOCATION:

DIRECTION: WB

CITY/STATE: Leander, No

DATE: Oct 15 2023 - Oct 19 2023

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
Grand Total	50	2471	1115	8	447	15	8	53	1	0	0	0	1	140	4309
Percent	1.2%	57.3%	25.9%	0.2%	10.4%	0.3%	0.2%	1.2%	0%	0%	0%	0%	0%	3.2%	
ADT 861															

Comments:



EXECUTIVE SUMMARY
11/16/2023

AGENDA SUBJECT:

Discuss and consider action on the annual appointment of the Tax Increment Reinvestment Zone (TIRZ) No. 1 Board Chair for a term from January 1, 2024 through December 31, 2024.

BACKGROUND:

Ordinance No. 06-029-00 creating the TIRZ No. 1 Board, adopted September 7, 2006, states the City Council shall annually appoint a member of the Board to serve as Chair for a one (1)- year term beginning January 1st and ending December 31st. The Board may elect a Vice-Chair to serve in the absence of the Chair, and other Officers as appropriate.

This item will provide the City Council an opportunity to satisfy the requirement of the annual appointment of the Chair to the TIRZ No. 1 Board.

Current Boardmembers are as follows: Place 1 Christine DeLisle (currently serving as Chair), Place 2 Cynthia Long, Place 3 Mike Herrera, Place 4 Rachel Lunceford, and Place 5 Kelsey Stone (Williamson County's Appointment).

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

N/A

Attachments:

1. TIRZ_DA_Board_of_Directors

Sec. 11.05.033 Board of directors

TIRZ #1 shall be governed by a five (5) person board of directors (the board). One member of the board may be appointed by the Williamson County commissioners court (the county). The board of trustees of the LISD and the board of the WCID have, in writing, prior to the date hereof, waived appointment of a board member. Four members of the board shall be appointed by the city council. If the county waives the appointment of a board member, the position shall be filled by a city council appointment.

(1) Qualifications. Each member of the board shall be a qualified voter of the city or county, as applicable, or a person eighteen (18) years of age or older, who owns real property within TIRZ #1.

(2003 Code, sec. 11.423)

(2) Term of office. The members of the board shall be identified by place numbers one (1) through five (5). Board members shall serve two-year terms, with the term beginning on November 1st of the year of appointment and expiring on October 31st two years later. The term for board members 2 and 4 shall begin on November 1st following the general election of the mayor and city council places 2 and 4, and shall expire on October 31st two years later. The term for board members 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 two years later. (Ordinance 18-019-00, sec. 12, adopted 4/19/18)

(3) Officers. The city council shall annually appoint a member of the board to serve as chair of the board for a one-year term beginning January 1st and ending December 31st. The board may elect a vice-chair to serve in the absence of the chair, and other officers as appropriate.

(4) Meetings. The board may hold its meetings at any place within the city as the board may from time to time determine; provided that, in the absence of any such determination by the board, the meetings shall be held at the Pat Bryson Municipal Hall or the city hall. The board shall conduct its meetings in accordance with the requirements of the act and the Texas Open Meetings Act, chapter 551, Tex. Gov't. Code, as amended. Regular meetings of the board shall be held at such times and places as shall be designated, from time to time, by resolution of the board. Notice of regular meetings need not be given to each of the directors, but public notice of each meeting shall be given in the manner prescribed by law. Special meetings of the board shall be held whenever called by the chair, or the vice-chair in the absence of the chair, or upon advice of or request by the mayor. A majority of the directors fixed by this division shall constitute a quorum for board meetings. The act of a majority of the directors present at a meeting at which a quorum is in attendance, but not less than three, shall constitute the act of the board, unless the act of a greater number is required by law.

(5) Authority. The board shall have the authority specifically given to the board in chapter 311, Tex. Tax. Code. The board shall also have such other authority as is lawfully delegated by the city council acting by a written resolution or ordinance. Action by the board that is expressly or impliedly provided in chapter 311, or by other state law, to be subject to approval by the city council shall not be effective until approved in writing by the city council.

(6) Duties. The board shall perform each duty and obligation required by chapter 311 to be performed by the board, any project or plan approved by the council, and each such duty and obligation lawfully imposed on the board by the city council consistent with chapter 311.

(7) Preparation of plans. The board shall make recommendations to the city council concerning the administration of the zone. It shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the zone, as described in section 311.011 of the act, and shall submit such plans to the city council for its approval. The city council hereby delegates to the board all powers necessary to prepare the project plan and reinvestment zone financing plan, subject to approval by the city council, including the power to employ any necessary consultants, that may be reasonably necessary or convenient to assist the board in the preparation of the project plan and reinvestment zone financing plan.

(2003 Code, sec. 11.423)