



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, March 21, 2024
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



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, ~~Mayor Pro Tem~~

Place 5 – Chris Czernek

Place 6 – Becki Ross

Interim City Manager – Isaac D. 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. Convene into Executive Session pursuant to:
 1. Section 551.071 and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct, to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting economic development negotiations regarding Project EDA-24-001 and to consult with legal counsel regarding a Chapter 380 Agreement for Project EDA-24-001; and
 2. Section 551.072, Texas Government Code, to deliberate the acquisition of property located in the Greenleaf Fisk Survey, Abstract No. 5 for a water utility easement relating to the Lively Off-Site Water Line easement; and
 3. Section 551.071 and 551.087, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding the Chapter 380 Agreement with Leander Springs, LLC; and
 4. Section 551.074, Texas Government Code to discuss Interim City Manager assignments and duties.

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

1. Chapter 380 Agreement for Project EDA-24-001; and
2. Property acquisition Lively ~~Off-Site Water~~ ~~Line~~ easement; and
3. Economic development incentive and Chapter 380 Agreement with Leander Springs, LLC; and
4. Interim City Manager assignments and duties.

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.

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

7. Recognitions/Proclamations/Visitors.
 - Monarch Butterfly Pledge Proclamation
8. Staff Reports
 - Water Update

9. Leander History

CONSENT AGENDA: ACTION

10. Approval of the minutes for meeting held on March 7, 2024.
11. Ratification of administrative action taken by the Interim City Manager to cancel award to Cameron County Dodge pursuant to Tarrant County Contract 2023-16 awarded November 2, 2023, for ten (10) Dodge Durangos, and authorize the purchase to Caldwell Country Chevrolet, pursuant to contract BuyBoard 724-23, for ten (10) 2024 Chevrolet Tahoe 4x4 police vehicles in the amount of \$762,360.00; and authorize the Interim City Manager to execute any all necessary documents.
12. Approval of the Second Reading of an Ordinance and consider action 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.
13. Approval of the Second Reading of an Ordinance 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); and Development Agreement Case DA-23-0020 on five (5) parcels of land approximately 115.80 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.
14. Approval of an Ordinance regarding Ordinance Case OR-24-0018 to modify local amendments to the Building Code; and to provide for related matters; Leander, Williamson & Travis Counties, Texas.
15. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-23-0099 to amend the current zoning of Hill Country Bible PUD (Planning Unit Development) with the base zoning district of SFS-3-A (Single-Family Rural) to change the base zoning district to LC-2-A (Local Commercial) on

two (2) parcels of land approximately 19 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R647584 and R647585; and more commonly known as 589 W. San Gabriel Parkway, Leander, Williamson County, Texas.

16. Approval of Contracts L00336 & L00337 to ABC Home & Commercial Services and Kings Pest Control resulting from Solicitation IFB S24-005 for the purchase of citywide pest control services in the amount of \$46,880.00 to ABC Home and Commercial Services and \$45,180.00 to Kings Pest Control for the term of the contract expiring March 21, 2029; providing for an effective date; and authorize the Interim City Manager to execute any and all necessary documents.
17. Approval of an Ordinance confirming, ratifying, and approving the adoption of the updated Roadway Service Area Map; amending Article 12.08 of the Code of Ordinances to provide for adjustments to Roadway Service Areas due to annexation; providing for annotation of the official Roadway Service Area Map.

REGULAR AGENDA

18. Receive a presentation from Williamson County regarding the Hero Way (RM 2243) expansion project and other transportation updates.
19. Discuss and consider action on the Second Reading of an Ordinance Travisso Voluntary Annexation Case A-23-0010 regarding the voluntary annexation of 8.04 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels 459396, 459397, 459398, 467190, 467189, and 467188; and generally located approximately 1,200 feet to the north of the intersection of Buck Run and RM 1431 on the east side of Buck Run, Leander, Travis County, Texas.
20. Discuss and consider action on the Second Reading of an Ordinance regarding Zoning Case Z-23-0095 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Spillars Project Minor PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one (1) parcel of land approximately 1.574 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R086306; and located to the east of the intersection of Tulum Terrace and US 183, Leander, Williamson County, Texas.
21. Discuss and consider action on an Ordinance to update the Roadway Service Area Map to incorporate recently annexed areas into the City.
22. 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.]*
23. Council Member Closing Statements.
24. Reconvene back into Executive Session, if necessary, pursuant to:
 1. Section 551.071 and 551.087, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting economic development negotiations regarding Project EDA-24-001 and to consult with legal counsel regarding a Chapter 380 Agreement for Project EDA-24-001; and
 2. Section 551.072, Texas Government Code, to deliberate the acquisition of property located in the Greenleaf Fisk Survey, Abstract No. 5 for a water utility easement relating to the Lively Off-Site Water Line easement; and

3. Section 551.071 and 551.087, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding the Chapter 380 Agreement with Leander Springs, LLC; and
4. Section 551.074, Texas Government Code to discuss Interim City Manager assignments and duties.

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

1. Chapter 380 Agreement for Project EDA-24-001; and
2. Property acquisition Lively **Off-Site** **Water** **Line** easement; and
3. Economic development incentive and Chapter 380 Agreement with Leander Springs, LLC; and
4. Interim City Manager assignments and duties.

25. 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 ~~45~~ **18** day of March 2023~~4~~ by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Debora Penberg, Sr. Deputy City Secretary, TRMC



EXECUTIVE SUMMARY
3/21/2024

AGENDA SUBJECT:

Staff Reports

- Water Update

BACKGROUND:

Staff will update Council on the current status of the Brushy Creek Utility Authority (BCRUA) pipeline replacement project, as well as water conservation conditions and related enforcement.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Attachments:

1. Water Update



BCRUA Pipeline, Water Conservation Update

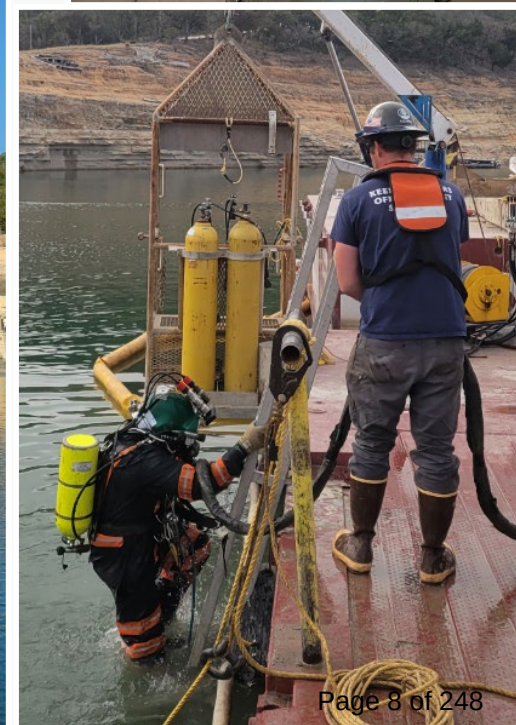
March 21, 2024

Dan Grimsbo, Executive Director of Infrastructure

Mike Neu, Chief of Staff

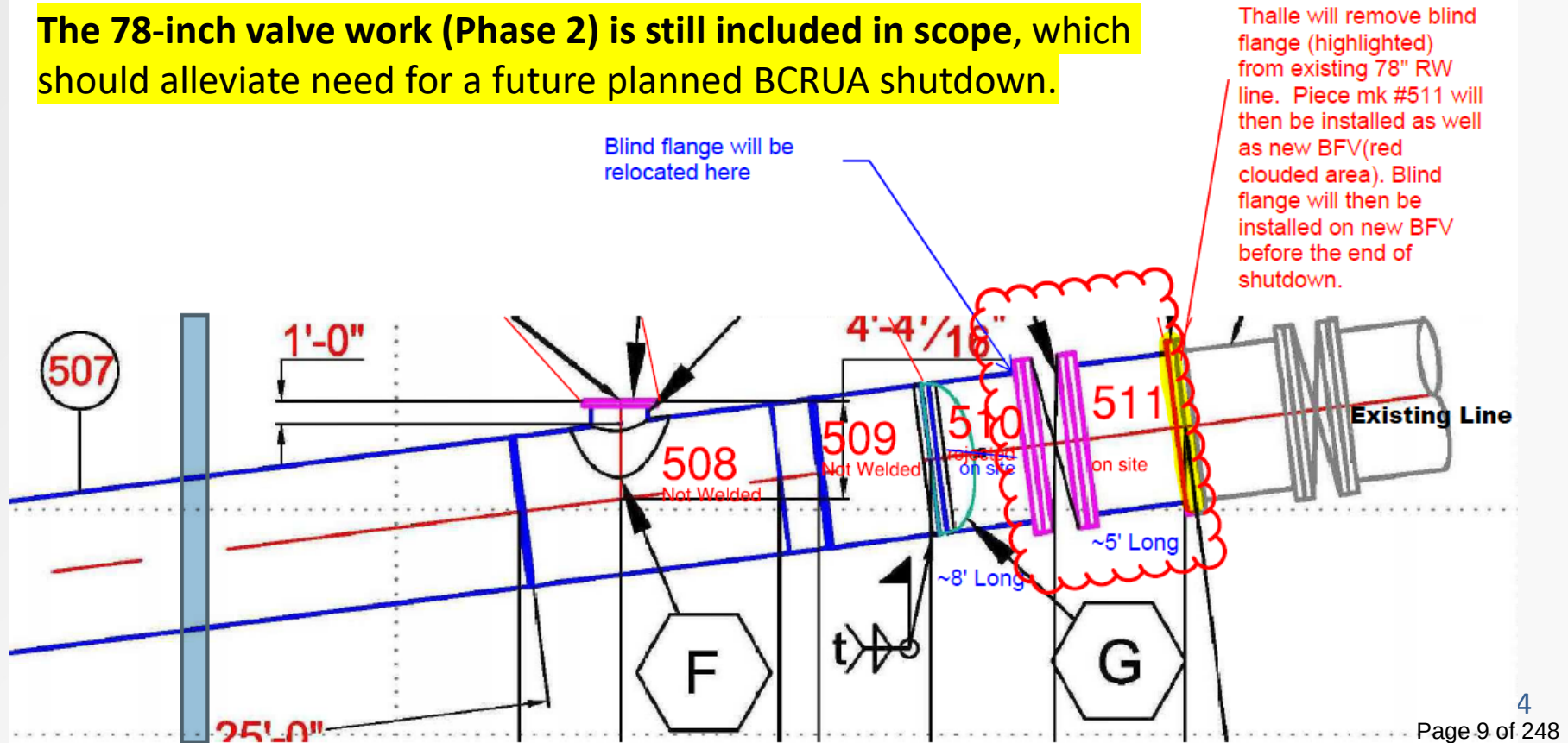
BCRUA Raw Waterline

- **BCRUA contractors are working 24/7**
- **Pipeline is still on schedule to complete by first week of April**
- **BCRUA contractor notes**
 - *“Everything on the upstream side is tied in, 75-ft of pipe removal, spool piece measurement was sent this morning, there are 10 workdays for the spool piece turn-around...”*
 - *“Completed tie-in at Trails End, installed ball/flexlock, restrained adapter flange, tandem midspan joint restraint, tandem joint restraint...”*
 - *“23 of 24 valves are installed. 177+00 is the only outstanding valve...”*
 - *“The area under pipe B02 was excavated. Caissons trimmed, rebar and vertical h-pile installed and plumbed...”*



BCRUA Raw Waterline

The 78-inch valve work (Phase 2) is still included in scope, which should alleviate need for a future planned BCRUA shutdown.



Common Questions

- *Are you still offering rain barrels?*
- *Is there any outdoor watering we can do during Phase 4?*
- *Will we be able to water our yards this summer?*



Phase 4

Enforcement

Water Conservation Task Force

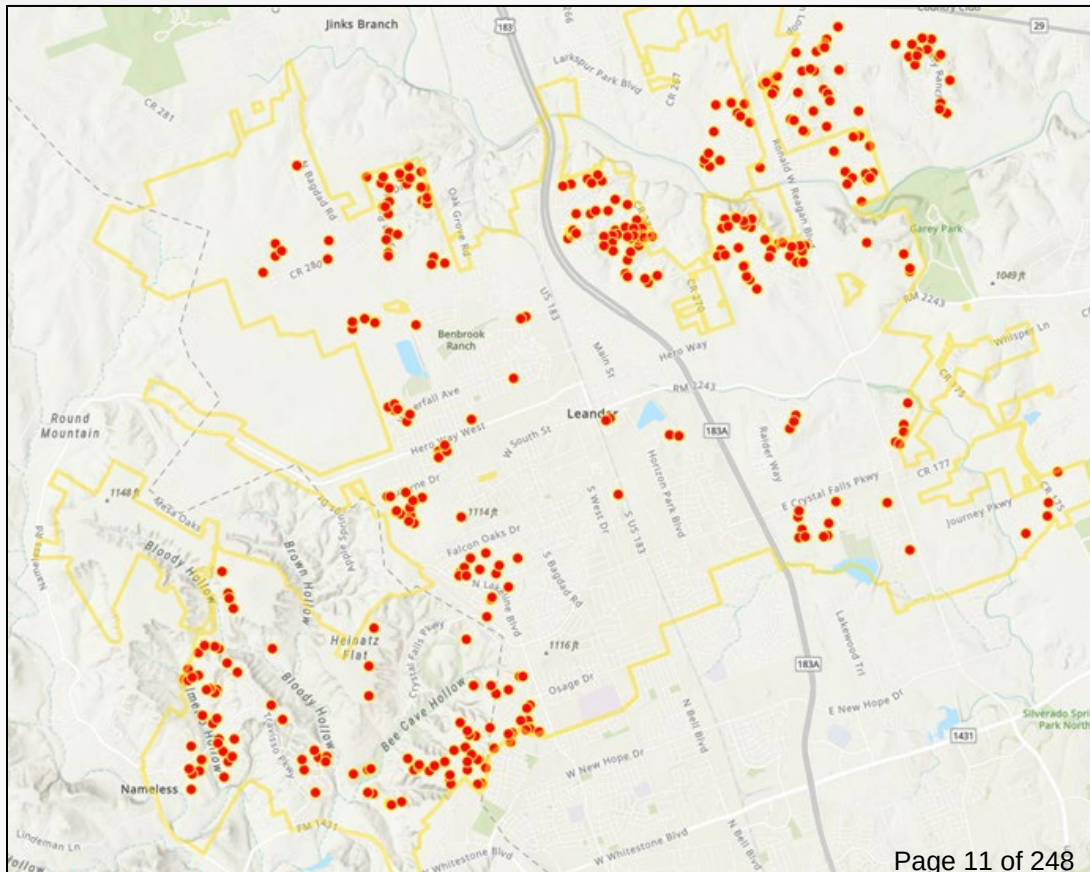
Code Enforcement, Fire Marshal's Office, PW

- Overnight/Daily survey routes
- Complaint response
- Education + Enforcement

381 violations as of March 10

Properties surveyed from 3-8 a.m.

Date	Violations (1st)	(2nd)
2.12-19	4	1
2.19-26	42	0
2.26 – 3.3	149	6
3.4-10	156	4
3.11-17		
3.18-24		
3.25-31		
4.1-8		





EXECUTIVE SUMMARY
3/21/2024

AGENDA SUBJECT:

Leander History

BACKGROUND:

Historic Preservation Commissioner Kat Howell's presentation is on Dr. Elijah Dewey Harmon.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Attachments:

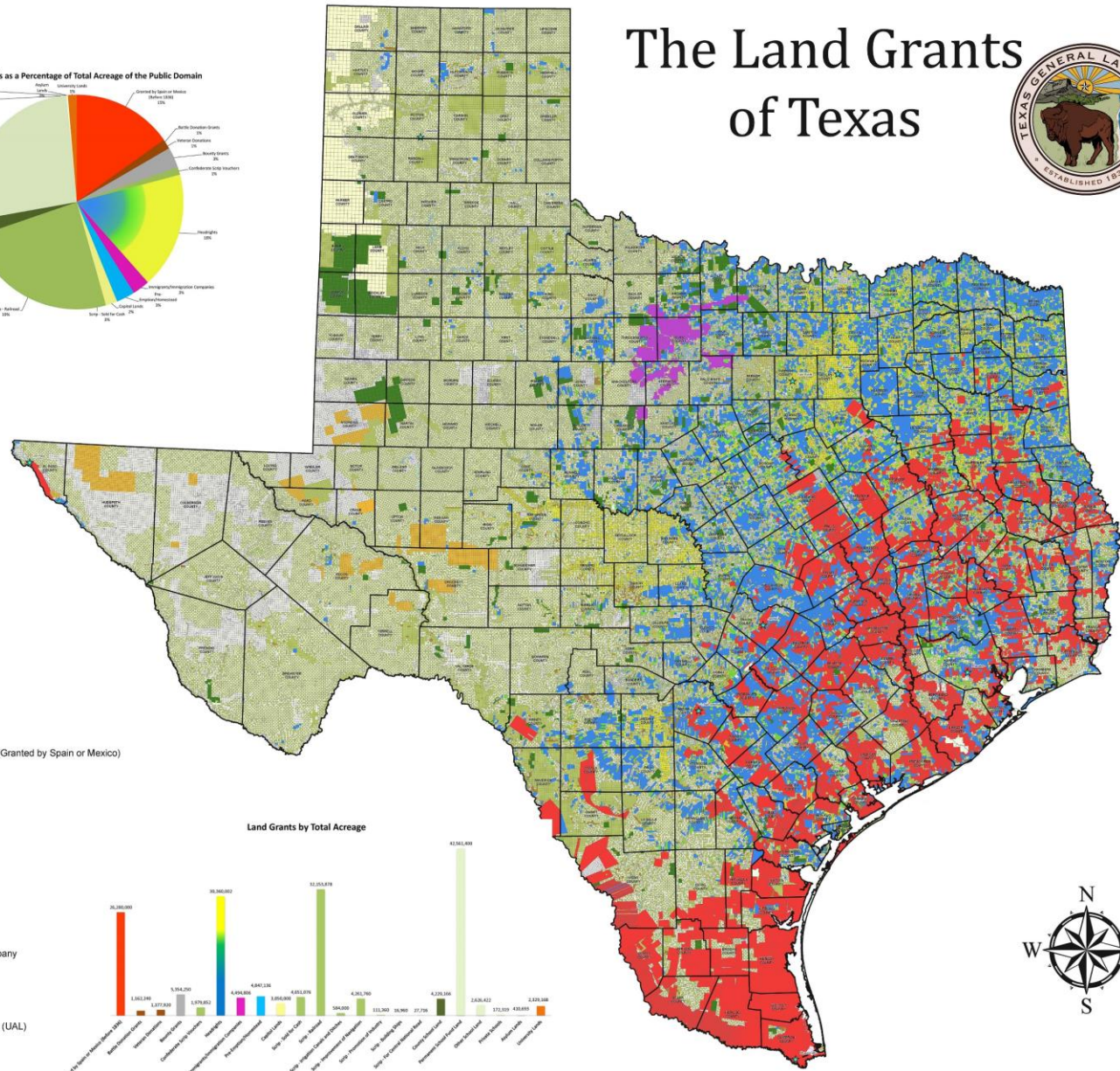
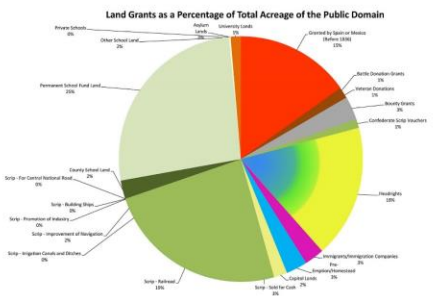
1. City Council 3-21-2024 - E. D. Harmon

LEANDER HISTORY

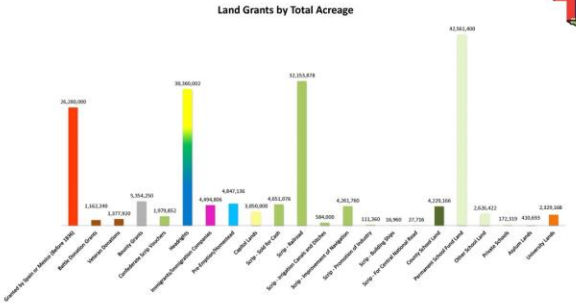
Dr. Elijah Dewey Harmon

3/21/2024

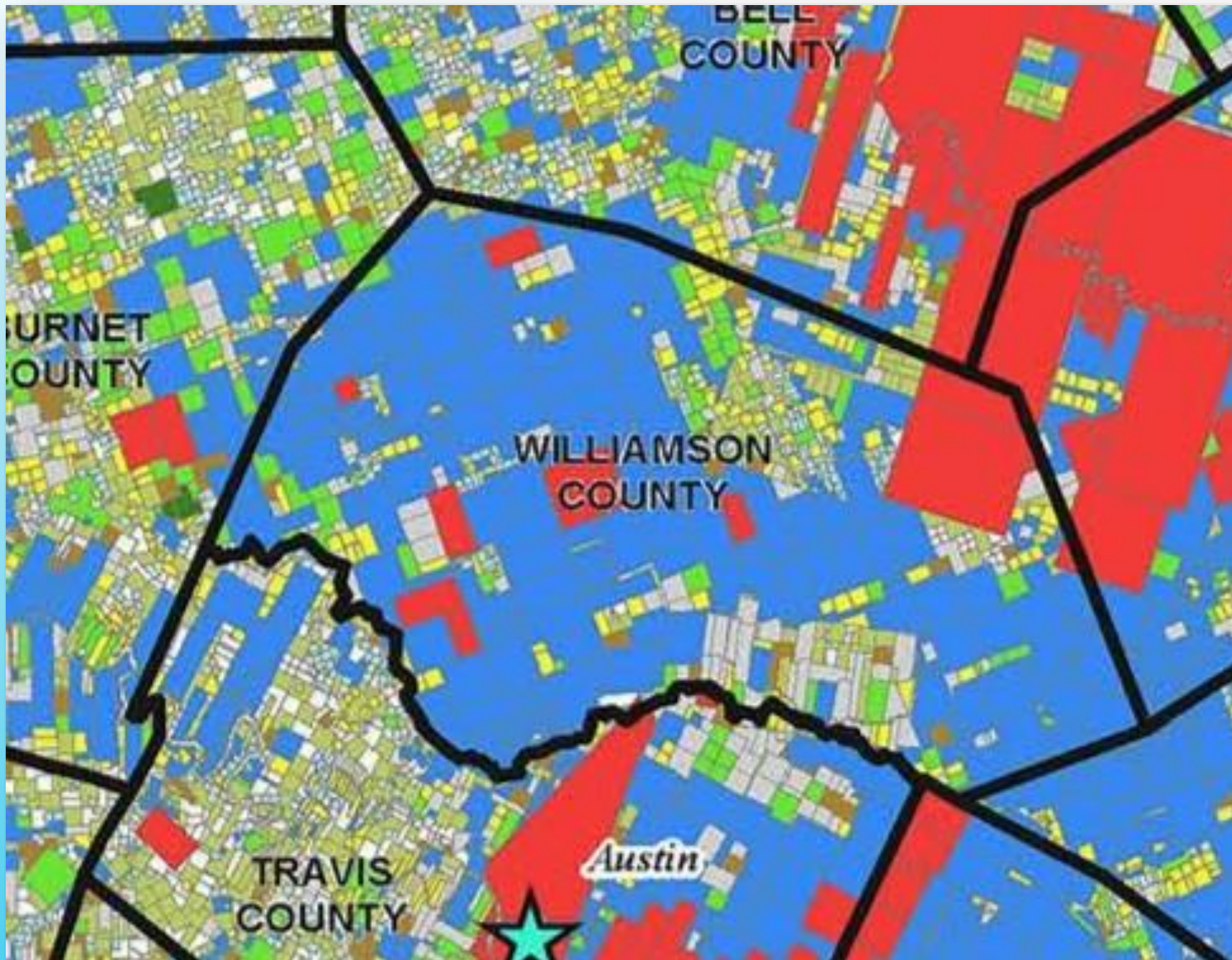
The Land Grants of Texas



- County Boundary
- ★ Major Cities
- Lands Granted Before 1836 (Granted by Spain or Mexico)
- 1st Class Headrights
- 2nd Class Headrights
- 3rd Class Headrights
- Bounty
- Donation
- Pre-emption
- Scrip
- School File
- County School Lands
- Scrap File
- Texas Emigration Land Company
- Capital Lands
- Asylum Lands
- University Lands
- University and Asylum Lands (UAL)



Texas General Land Office
Commissioner: J. Wayne Patterson
Deputy Commissioner: J. Wayne Patterson
Map Compiled by: J. Wayne Patterson
April 2014







Elijah Dewey Harmon

**Born: Bennington, Vermont
August 20, 1782**

**Died: Chicago, Illinois
January 3, 1869
Age 86**



EXECUTIVE SUMMARY
3/21/2024

AGENDA SUBJECT:

Approval of the minutes for meeting held on March 7, 2024.

BACKGROUND:

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 03.07.2024



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, March 7, 2024
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:02 p.m.

2. Roll Call.

Roll call reflected all present.

3. Discuss appropriate zoning district for vape shops and location criteria; Leander, Williamson and Travis Counties, Texas.

Discussion included existing vape shops; locations near schools; definition of vape shop; TABC requirements near school and churches; requirements in neighboring cities; distance requirements for smoke shops, if any; desire to marry TABC distance for acholol of 1,000 feet; and zoning districts.

4. Discuss local amendment to the Building Code regarding building material requirements associated with structures over three (3) stories in height; Leander, Williamson and Travis Counties, Texas.

Discussion included building code amendment coming to City Council for consideration; allow wood; and desire Option 3.

Briefing workshop adjourned at 6:16 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

5. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:03 p.m.; Pastor Tim Scott provided the invocation; and Mayor Christine DeLisle led the pledges of allegiance.

6. Roll Call.

Roll call reflected all present.

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.

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

- Police Department Reaccreditation Award presentation by Randy Scott to Leander Police Department.
- James Dean, 2513 Costa Del Sol - commented on police department excellence; and happy Women's Her Story month.
- Scott Hoyt, 1408 Oak Creek Road - thanked Pastor for his prayer; commented on current and previous water restrictions; and hurting landscaping businesses.

8. Staff Report

- Water Update

Discussion included BCRA pipeline replacement; underwater pipeline construction barge; BCRUA raw waterline connections; BCRUA raw waterline supports; timeline for repairs; communication to inform and enforce Phase 4; contingency plan; emergency alert sent Monday, February 26 BCRUA plant shut down; Phase 4 enforcement; website and social media updates; water usage, temperature and precipitation; elevated tank levels; current drought in Lower Colorado River Basin; in-flows into Lakes Buchanan and Travis; combine storage of Lakes Buchanan and Travis; long range elevation prediction of Lakes Buchanan and Travis; emergency barge construction timeline; emergency barge funding and treatment allocation; and emergency barge operations.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 9 through 22.

By: Kathryn Pantalion-Parker

Seconded: Esme Mattke Longoria

Yes: Chris Czernek, Christine DeLisle, Esme Mattke Longoria, David McDonald, Kathryn Pantalion-Parker, Becki Ross, and Na'Cole Thompson.

No: None

Abstain: None

9. Approval of the minutes for meetings held on February 12, 2024 and February 15, 2024.
10. Approval of a License Agreement by and between Capital Metropolitan Transportation Authority and the City of Leander for use of rail right-of-way for Wastewater Collection System Lift Station Improvements Phase 1, Lift Station No. 2 (CIP WW.44); and authorize the Interim City Manager to execute any and all necessary documents.
11. Approval of Development Agreement Case DA-23-0029 regarding the Sonny Retail Center to implement masonry standards associated with the project on three (3) parcels of land, more particularly described by Williamson Central Appraisal District Parcels R036222, R036223 and R036224 and generally located northeast of S. West Drive and Sonny Drive, Leander, Williamson County, Texas.

12. Approval of an Ordinance regarding conditions under which building permits may be issued before the completion and acceptance of subdivision infrastructure for a temporary period of time to address the effects of the supply chain issues associated with power supply and drought conditions, and to provide for related matters, Leander, Williamson & Travis Counties, Texas.
13. Approval of Ordinance Case OR-23-0016 to amend Appendix A of the Leander Code of Ordinances to update the fees associated with development applications and inspections in response to House Bill 3492, to no longer base the fee on the cost of construction, and to provide for related matters; Williamson & Travis Counties, Texas.
14. Award of Solicitation S24-004 to Double Eagle Entertainment (Contract L00333) for the purchase of entertainment and event management services in the amount of \$285,000.00 for the term of the contract expiring March 6, 2029; providing for an effective date; and authorize the Interim City Manager to execute any and all necessary documents.
15. Award of Solicitation CIPS24-011 to Hotshot Developments, LLC for the City of Leander Pond Maintenance 2024 project in the amount of \$102,500.00; and authorize the Interim City Manager to execute all necessary documents.
16. Approval of the purchase of bottled water between the City of Leander, Texas, and Lowe's Companies, Inc., H-E-B Grocery Company, LP, and Randall's Food Markets, Inc. through Local Government Code 252.022 Subchapter a.2, in the amount of \$100,000.00 for the term expiring April 30, 2024; providing for an effective date; and authorize the Interim City Manager to execute any and all necessary documents.
17. Approval of purchase of materials and installation services from Cunningham Recreation to resurface the Lakewood Park splash pad utilizing BuyBoard Cooperative Contract 679-22 in the amount of \$96,382.00; and authorize the Interim City Manager to execute any and all necessary documents.
18. Approval of a one (1)- year extension with CentralSquare (Superion) for computer-aided dispatch maintenance, support, and licensing services for the Leander Police Department and twenty (20) additional user licenses for a total amount of \$54,330.16; and authorize the Interim City Manager to execute any and all necessary documents.
19. Award of Solicitation CIPS23-006 to Skyblue Utilities Inc. for construction services for the Wastewater Collection System Lift Station Improvements, Phase 1 Lift Station 2, (CIP WW.44), in the amount of \$2,798,912.01; and authorize the Interim City Manager to execute any and all necessary documents.
20. Approval of Change Order No. 3 with Chasco Constructors, for the reconstruction, widening, and improvements to Raider Way and East Woodview Drive (CIP T.12), increasing the contract amount by \$281,326.50, for a new total contract amount of \$15,696,569.50, with no extension of term duration, and authorize the Interim City Manager to execute any and all necessary documents.
21. Approval of Pedernales Electric Cooperative's (PEC) Invoice #90042350 in the amount of \$400,281.11 for the cost to relocate overhead electrical service to underground duct bank relative to the Raider Way and Woodview Drive improvements project (CIP T.12); and authorize the Interim City Manager to execute any and all necessary documents.
22. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(g) in the hours of construction work for the Freehill – Hero Way Development to perform early morning concrete pours beginning at 3:00 a.m. at the site located at 11561 Hero Way, between March 2024 through December 1, 2024 (depending on weather conditions); and requiring the contractor of the site to post notifications a minimum of forty-eight (48) hours in advance of the activities.

PUBLIC HEARING: ACTION

23. Conduct a Public Hearing regarding Zoning Case Z-23-0095 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planning Unit Development – Conventional Development Sector) to adopt the Spillars Project Minor PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one (1) parcel of land approximately 1.574 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R086306; and located to the east of the intersection of Tulum Terrace and US 183, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0095 as described above.

Open Public Hearing 7:46 p.m.; closed Public Hearing 7:46 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Zoning Case Z-23-0095, with Planning & Zoning Commission recommendations, following a discussion.

By: Kathryn Pantalion-Parker

Seconded: Chris Czernek

Yes: Chris Czernek, Christine DeLisle, Esme Mattke Longoria, Kathryn Pantalion-Parker, Becki Ross and Na'Cole Thompson

No: David McDonald

Abstain: None

24. Conduct a Public Hearing regarding Zoning Case Z-23-0099 to amend the current zoning of Hill Country Bible PUD (Planning Unit Development) with the base zoning district of SFS-3-A (Single-Family Rural) to change the base zoning district to LC-2-A (Local Commercial) on two (2) parcels of land approximately 19 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R647584 and R647585; and more commonly known as 589 W. San Gabriel Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0099 as described above.

Open Public Hearing 7:50 p.m.; closed Public Hearing 7:50 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Zoning Case Z-23-0099.

By: Becki Ross

Seconded: Kathryn Pantalion-Parker

Yes: Chris Czernek, Christine DeLisle, Esme Mattke Longoria, David McDonald, Kathryn Pantalion-Parker, Becki Ross and Na'Cole Thompson

No: None

Abstain: None

25. Conduct a Public Hearing regarding Comprehensive Plan Case CPA-24-0011 to update the Water Masterplan; Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0011 as described above.

Open Public Hearing 7:52 p.m.; closed Public Hearing 7:52 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Comprehensive Plan Case CPA-24-0011.

By: Becki Ross

Seconded: Kathryn Pantalion-Parker

Yes: Chris Czernek, Christine DeLisle, Esme Mattke Longoria, David McDonald, Kathryn Pantalion-Parker, Becki Ross and Na'Cole Thompson

No: None

Abstain: None

26. Conduct a Public Hearing regarding the Travisso Voluntary Annexation Case A-23-0010 for the voluntary annexation of 8.04 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels 459396, 459397, 459398, 467190, 467189, and 467188; and generally located approximately 1,200 feet to the north of the intersection of Buck Run and RM 1431 on the east of Buck Run, Leander, Travis County, Texas.

- Discuss and consider action on Travisso Voluntary Annexation Case A-23-0010 as described above.

Open Public Hearing 7:53 p.m.; closed Public Hearing 7:53 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Travisso Voluntary Annexation Case A-23-0010, following a discussion.

By: Kathryn Pantalion-Parker

Seconded: Na'Cole Thompson

Yes: Chris Czernek, Christine DeLisle, Esme Mattke Longoria, David McDonald, Kathryn Pantalion-Parker, Becki Ross and Na'Cole Thompson

No: None

Abstain: None

27. Conduct a Public Hearing regarding Comprehensive Plan Case CPA-23-0009 to amend the Comprehensive Plan land use category from Multi-Use Corridor to Neighborhood Residential and consider action regarding Zoning Case Z-23-0102 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFR-2-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban) on seven (7) parcels of land approximately 234 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R485247, R485248, R031575, R392187, R392188, R031534, and R031533; and more commonly known as 14750 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas. *[Postponed by Applicant]*

REGULAR AGENDA

28. Receive presentation and accept the Annual Financial Report for fiscal year ending September 30, 2023, from external auditor, Whitley Penn LLP.

Motion: Accept Annual Financial Report for fiscal ending September 30, 2023.

By: Christine DeLisle

Seconded: Na'Cole Thompson

Yes: Chris Czernek, Christine DeLisle, Esme Mattke Longoria, David McDonald, Kathryn Pantalione-Parker, Becki Ross and Na'Cole Thompson

No: None

Abstain: None

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.]*

- Feedback new sign ordinance on April 4 agenda.

30. Council Member Closing Statements.

Kathryn Pantalione-Parker - commented excited to welcome new City Manager; and new chapter.

Esme Mattke Longoria - thanked Parks and Recreation Department on opening day for baseball and softball; prayers to LFD fire fighters deployed to fight fire in panhandle; Women's History month; and can't wait to work with new City Manager.

David McDonald - excited to work with new City Manager; and welcomed new granddaughter.

Na'Cole Thompson - commented excited to welcome new City Manager; and prayers for Officer Fuller and her family.

Chris Czernek - commented on excited for next chapter; thanked Interim City Manager Isaac Turner.

Becki Ross - welcome Todd Parton, get your bags packed.

Christine DeLisle - commented on all the exciting and humbling things today; thanked everyone for their efforts; thanked Mr. Turner for his time and keeping everything steady; welcome Mr. Parton; Officer Fuller fundraiser; stated dinner came from Panda Express tonight; and reminded everyone to shop locally.

31. Convene into Executive Session pursuant to:

1. Section 551.071, Texas Government Code, and Section 1305, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
2. Section 551.071 and 551.087, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting economic development negotiations regarding Project EDA-24-001; and
3. Section 551.071 and 551.087, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, deliberate an economic development incentive and Chapter 380 Agreement with Leander Springs, LLC; and
4. Sections 551.071 and 551.074, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consider the appointment of the City Manager and consult with legal counsel regarding the City Manager Employment Agreement; and
5. Section 551.074, Texas Government Code to discuss Interim City Manager assignments and duties.

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

1. Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
2. Project EDA-24-001; and
3. Economic development incentive and Chapter 380 Agreement with Leander Springs, LLC;
4. Appointment of the City Manager and the City Manager Employment Agreement; and
5. Interim City Manager assignments and duties.

Recessed into Executive Session at 8:12 p.m.; reconvened into Open Session at 9:36 p.m.

1. No action.

2. No action.

3. Motion: For staff to pursue direction as discussed in Executive Session.

By: Esme Mattke Longoria

Seconded: Na'Cole Thompson

Yes: Chris Czernek, Christine DeLisle, Esme Mattke Longoria, David McDonald, Kathryn Pantalione-Parker, Becki Ross and Na'Cole Thompson

No: None

Abstain: None

4. Motion: Approve the appointment of Todd Parton as City Manager; and authorize the execution of the City Manager Employment Agreement.

By: Esme Mattke Longoria

Seconded: Na'Cole Thompson

Yes: Chris Czernek, Christine DeLisle, Esme Mattke Longoria, David McDonald, Kathryn Pantalione-Parker, Becki Ross and Na'Cole Thompson

No: None

Abstain: None

5. No action.

32. Adjournment

Adjourned at 9:46 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
3/21/2024

AGENDA SUBJECT:

Ratification of administrative action taken by the Interim City Manager to cancel award to Cameron County Dodge pursuant to Tarrant County Contract 2023-16 awarded November 2, 2023, for ten (10) Dodge Durangos, and authorize the purchase to Caldwell Country Chevrolet, pursuant to contract BuyBoard 724-23, for ten (10) 2024 Chevrolet Tahoe 4x4 police vehicles in the amount of \$762,360.00; and authorize the Interim City Manager to execute any all necessary documents.

BACKGROUND:

On November 2, 2023, City Council approved the cancelation of a previous award of ten (10) police-package Tahoes to Caldwell Country Chervrolet pursuant to BuyBoard Contract 601-19 due to manufacturing supply issues, and awarded a new contract, pursuant to Tarrant County Contract 2023-16, to Cameron County Dodge for ten (10) Dodge Durangos. Both Caldwell Country Chevrolet and Cameron County Dodge are under the same ownership. The dealer notified the Police Department during the week of February 9, 2024, and informed the department that, in fact, the Tahoes had been manufactured and delivered for upfitting, and that the Durangos order was declined by the manufacturer.

The Police Department desires approval to move forward with the original request of ten (10) police-pursuit 4x4 Tahoes. The approved amount has increased from the previous award approved on May 18, 2023 from \$746,640.00 to \$762,360.00 due to labor and shipping cost increases for equipment and installation. This is slightly more than the Durango award of \$757,000.00.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval.

PRESENTER:

Robert Powers, Executive Director of Finance

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$762,360.00
<u>Approved in current budget (Yes / No):</u>	Carry-over from FY23
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	one-time

Fund source (Operating / Utility / etc.): Vehicle Reserve Fund (14-41-7000)

Attachments:

1. Tahoe Award 05.18.2023
2. Police Durangos Award 11.02.2023

**EXECUTIVE SUMMARY**
05/18/2023

AGENDA SUBJECT:

Discuss and consider action on the purchase of ten (10) 2024 Chevrolet Tahoe 4x4 vehicles from Caldwell Country Chevrolet pursuant to BuyBoard Contract No. 601-19.

BACKGROUND:

The Police Department has ten (10) vehicles due to be replaced in the upcoming budget year FY24. Replacement vehicles are funded through the Vehicle Reserve Fund and not the General Fund. Due to manufacturing delays that have caused many vehicle deliveries to be delayed and even canceled at times, it is staff's request and recommendation to proceed with placing the order now to improve the likelihood that these vehicles will arrive sooner rather than later. It is hoped that by getting in the manufacturer's queue now, vehicle delivery could be by or before the end of calendar year 2023. If the decision is to wait until October and the start of the new fiscal year before placing the order, the anticipated delivery might be late spring or even summer 2024.

The per vehicle price of \$74,334.00 includes \$49,500.00 for the 2024 police package Chevy Tahoe, plus \$23,294.00 upfitting and delivery charges. Upfitting is the purchase and install of needed police equipment for the vehicles such as lights, sirens, console, prisoner cage, storage box and graphics.

RECOMMENDATION:

Recommend Approval.

PRESENTER:

Robert G. Powers, Executive Finance Director
Greg Minton, Police Chief

Fiscal Impact

<u>Amount requested:</u>	\$743,340.00
<u>Approved in current budget (Yes / No):</u>	No
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	Vehicle Reserve 14-41-7000

Attachments

1. LPD Vehicle Quote (10)

**EXECUTIVE SUMMARY**
11/02/2023

AGENDA SUBJECT:

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.

BACKGROUND:

In the prior fiscal year, on May 18, 2023, City Council approved the purchase of ten (10) 2024 Chevrolet Tahoe 4x4 vehicles from Caldwell Country Chevrolet pursuant to BuyBoard Contract No. 601-19. These vehicles have not yet been scheduled by the manufacturer and due to issues such as the current auto workers strike, the Department is requesting to cancel the Tahoe order and switch to Dodge Durangos which are available. Cameron Dodge has placed an order for Durangos with the manufacturer to have available stock for agencies.

The original cost approved by City Council was \$743,340.00 for the Tahoe's through Caldwell Country Chevrolet. The new quote for Durango's is \$757,000.00 through Cameron Country Dodge on the Tarrant County contract 2023-016. This increase is approximately 2% (\$13,660.00).

Funding for these replacement vehicles is available in the Vehicle Reserve Fund.

HISTORY/TIMELINE:

May 18, 2023 City Council award to Caldwell Country Chevrolet

RECOMMENDATION:

Recommend approval.

PRESENTER:

Greg Minton, Chief of Police
Robert G. Powers, Executive Director of Finance

Fiscal Impact

<u>Amount requested:</u>	\$757,000.00
<u>Approved in current budget (Yes / No):</u>	Prior Budget
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	one-time
<u>Fund source (Operating / Utility / etc.):</u>	Vehicle Reserve Fund

Attachments

1. Vehicle Quote
2. Prior City Council Action



EXECUTIVE SUMMARY
3/21/2024

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance and consider action 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.

BACKGROUND:

A resolution was adopted on November 2, 2023 and commenced the voluntary annexation of 92.319 acres ± 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. The City Council unanimously voted for approval of the request during the November 16, 2023 meeting. The second reading was rescheduled to March 21, 2024 per the request of the applicant.

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

11/16/2023 City Council, Public Hearing & 1st Reading of the Ordinance

12/07/2023 City Council, Final Reading of the Ordinance, action delayed by the applicant

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. This case was rescheduled to March 21, 2024 per the request of the applicant.

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

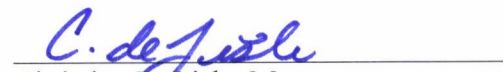

Christine DeLisle, Mayor



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):

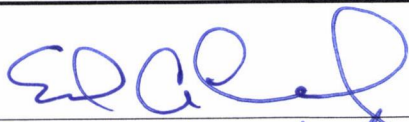
By: John A. Kirkpatrick
Name (print): John A. Kirkpatrick
Title: Executor
Date: 10-24-23

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

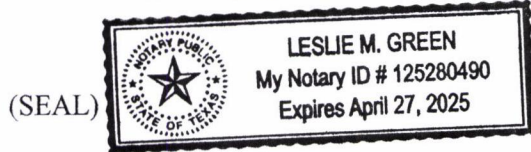
By: 
Name (print): Linda S. Kirkpatrick
Title: Individual
Date: 10-24-23

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

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

THE STATE OF TEXAS §
COUNTY OF Williamson §

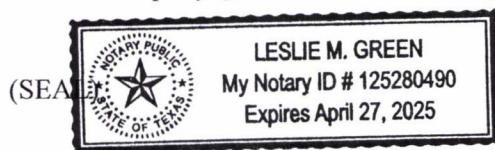
This instrument was acknowledged before me on this 24th day of October, 2023, by John A Kirkpatrick Executor of Albert R., a _____ company, on behalf of said company. Champion Exemption Equivalent Trust



Leslie M. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF Williamson §

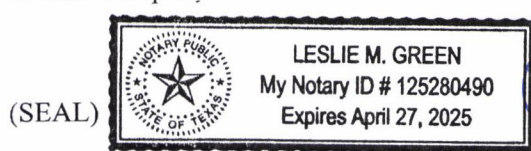
This instrument was acknowledged before me on this 24th day of October, 2023, by John A Kirkpatrick Trustee of Albert R., a _____ company, on behalf of said company. Champion Exemption Equivalent Trust



Leslie M. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF Williamson §

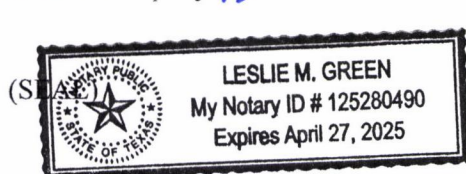
This instrument was acknowledged before me on this 24th day of October, 2023, by John A Kirkpatrick Individual of _____, a _____ company, on behalf of said company. to



Leslie M. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF Williamson §

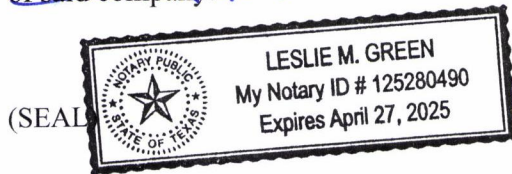
This instrument was acknowledged before me on this 24th day of October, 2023, by Edward Kirkpatrick Trustee of Albert R., a _____ company, on behalf of said company. Champion Exemption Equivalent Trust



Leslie M. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF Williamson §

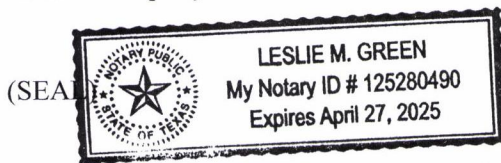
This instrument was acknowledged before me on this 24th day of October, 2023, by Edward Kirkpatrick, Individual of _____, a _____ company, on behalf of said company.



Leslie M. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF Williamson §

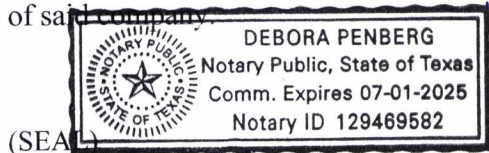
This instrument was acknowledged before me on this 24th day of October, 2023, by Linda Kirkpatrick, Individual of _____, a _____ company, on behalf of said company.



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 _____ §

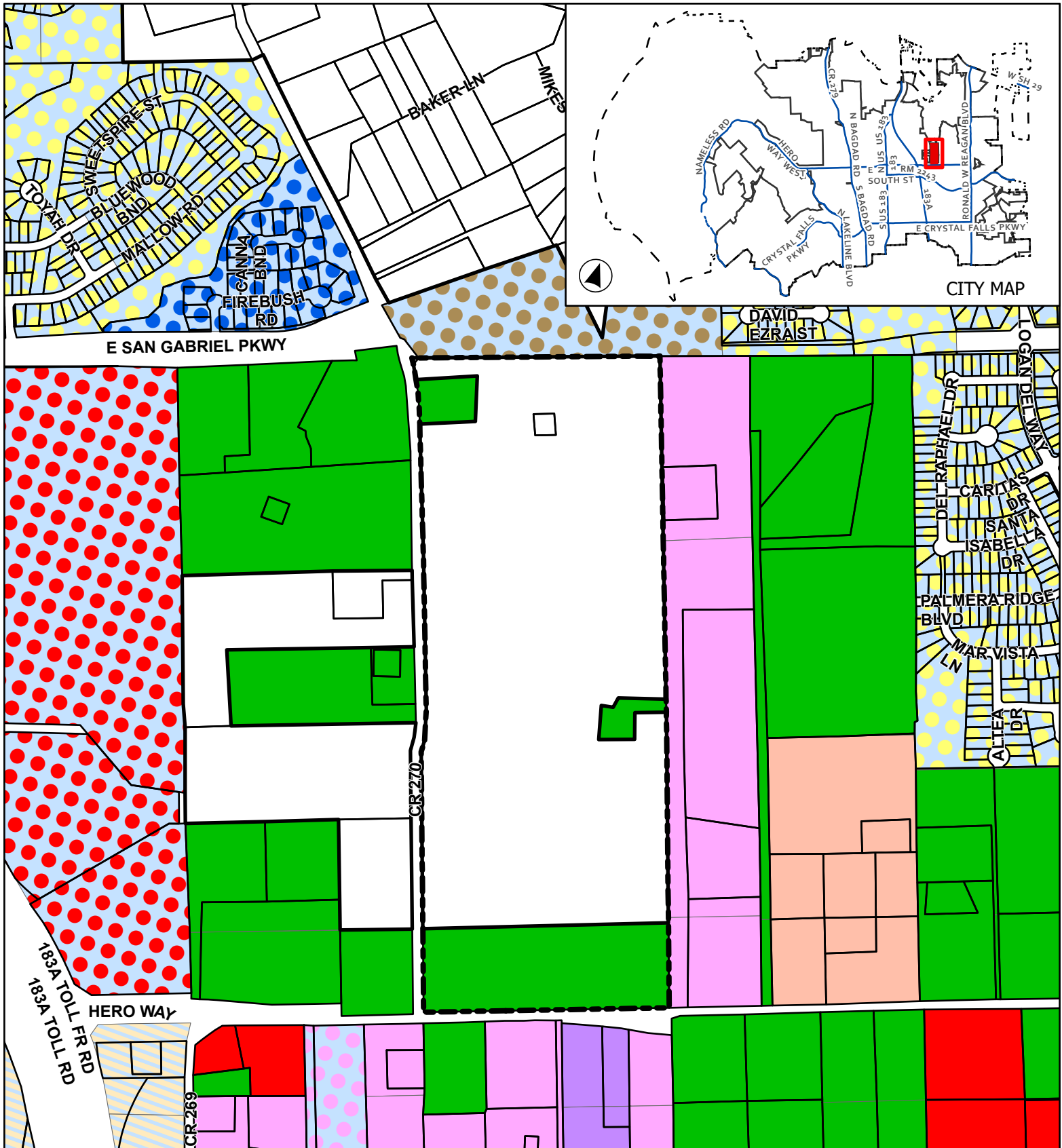
This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ of _____, a _____ company, on behalf of said company.

(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

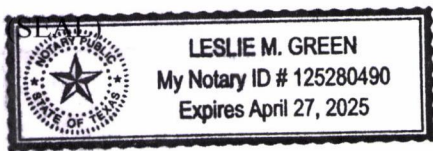
By: _____
Name: _____
Title: _____

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)

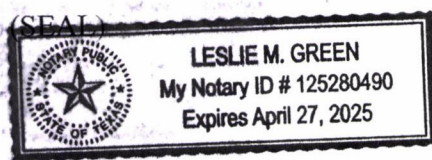


Leslie M. Green
Notary Public - State of Texas

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.



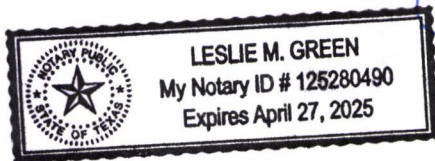
Leslie M. Green
Notary Public - State of Texas

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)

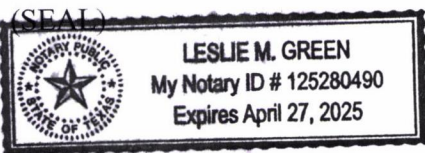


Leslie M. Green
Notary Public - State of Texas

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.



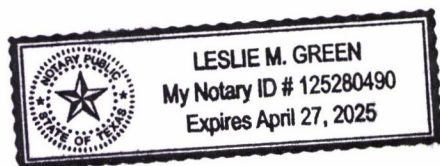
Leslie M. Green
Notary Public - State of Texas

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):

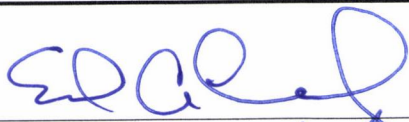
By: John A. Kirkpatrick
Name (print): John A. Kirkpatrick
Title: Executor
Date: 10-24-23

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

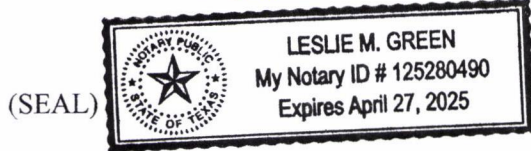
By: 
Name (print): Linda S. Kirkpatrick
Title: Individual
Date: 10-24-23

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

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

THE STATE OF TEXAS §
COUNTY OF Williamson §

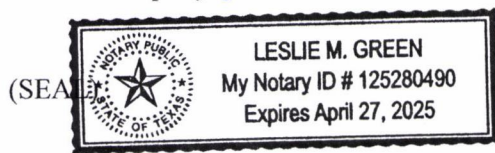
This instrument was acknowledged before me on this 24th day of October, 2023, by John A Kirkpatrick Executor of Albert R., a Champion Exemption Equivalent Trust company, on behalf of said company. yes



Leslie M. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF Williamson §

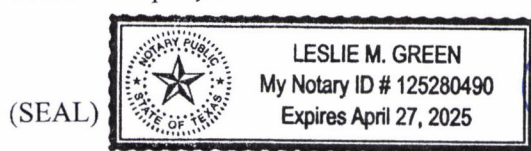
This instrument was acknowledged before me on this 24th day of October, 2023, by John A Kirkpatrick Trustee of Albert R., a Champion Exemption Equivalent Trust company, on behalf of said company. yes



Leslie M. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF Williamson §

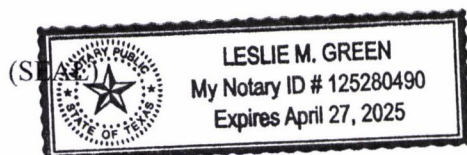
This instrument was acknowledged before me on this 24th day of October, 2023, by John A Kirkpatrick Individual of Albert R., a Champion Exemption Equivalent Trust company, on behalf of said company. no



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

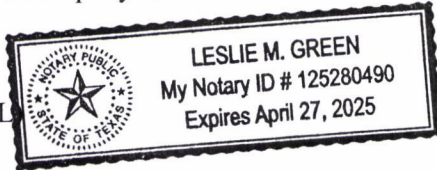


Leslie M. Green
Notary Public, State of Texas

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)

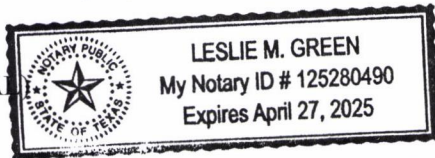


Leslie M. Green
Notary Public, State of Texas

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)

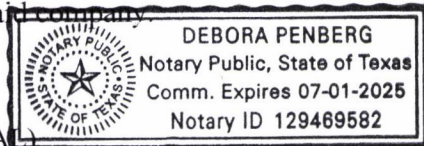


Leslie M. Green
Notary Public, State of Texas

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 16th day of December, 2023.

FINALLY PASSED AND APPROVED on this 21st day of March, 2024.

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
3/21/2024

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance 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); and Development Agreement Case DA-23-0020 on five (5) parcels of land approximately 115.80 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.

BACKGROUND:

This request is the final step in the zoning process. The Planning & Zoning Commission unanimously recommended approval of the request during the October 26, 2023 meeting. This approval is contingent on the approval of the annexation of the property.

HISTORY/TIMELINE:

10/26/2023 Planning & Zoning Commission, 1st Public Hearing
11/16/2023 City Council, 2nd Public Hearing & 1st Reading of the Ordinance
12/07/2023 City Council, Final Reading of the Ordinance, action delayed by the applicant

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:

The City Council reviewed this request during the November 16, 2023 meeting and unanimously recommended approval. The applicant requested that the second reading of the item be delayed until the March 7 meeting date. During this time, staff worked with the developer to modify the request to further clarify the PUD Notes to limit the permitted uses to light industrial uses. A redline is provided as Attachment #7 to this item.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Z-23-0087 Att 1 Planning Analysis updated
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 Redline
8. Z-23-0087 Att 8 Letter of Intent
9. Z-23-0087 Att 9 Neighborhood Outreach
10. Z-23-0087 Att 10 Titan Ordinance
11. DA-23-0020 Att 11 Development Agreement - Titan Leander
12. Z-23-0087 Att 12 10-26-2023 signed 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 northeast 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, delayed by applicant
- 03/21/2024 - 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.

The initial Planned Unit Development includes the following prohibited uses.

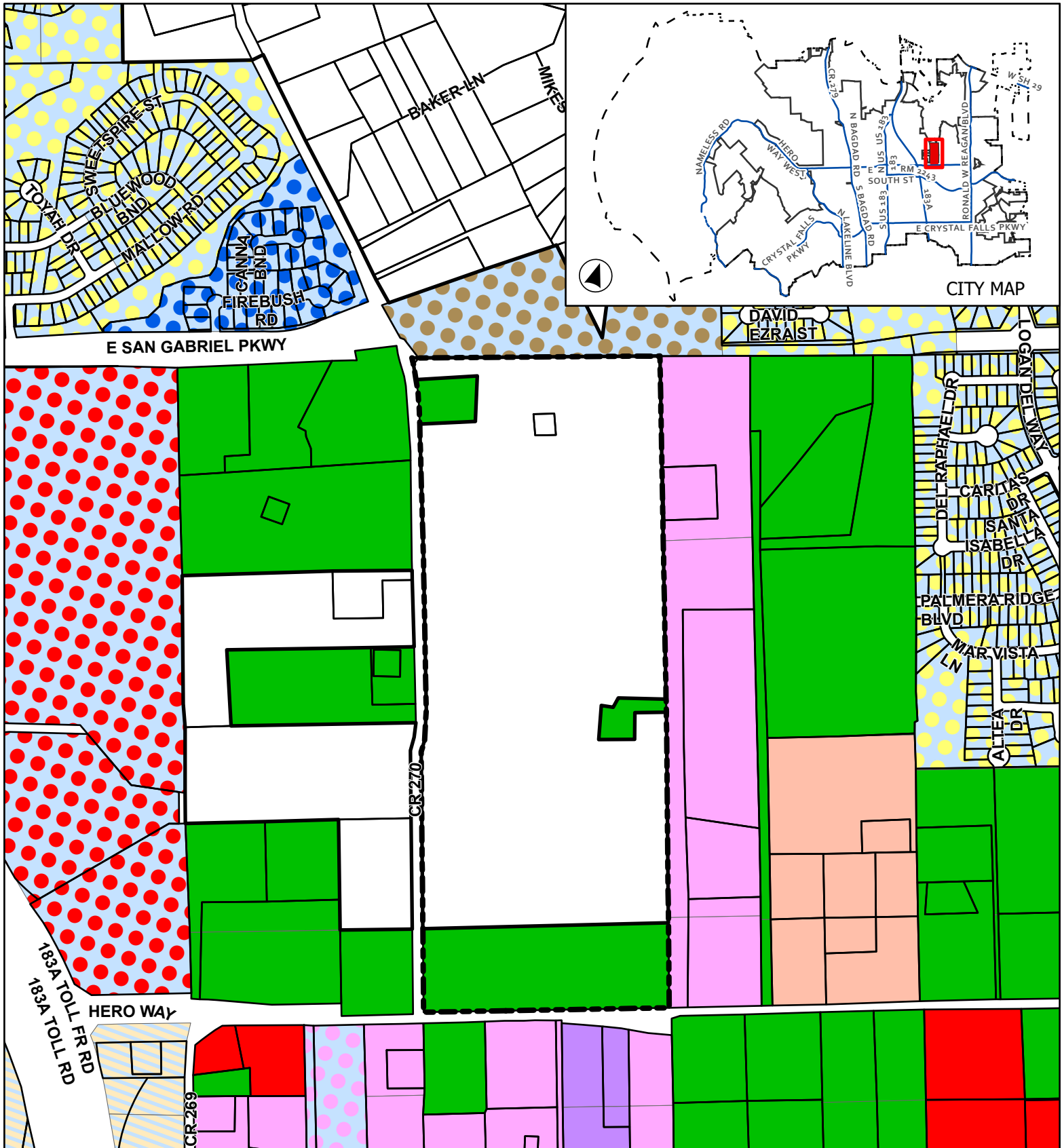
- Animal Boarding
- Bar, nightclub, or private club
- Bed and breakfast
- Bingo
- Car Title Loans Shop/Business
- Commercial laundry
- Cosmetic service
- Day Care
- Entertainment venues including bowling alleys, golf practice ranges, miniature golf establishments, theaters, amusement parks, arcades, 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.

Since the Planning & Zoning Commission, the PUD notes have been edited to limit the development to light industrial uses permitted in the HC Use Component to include:

- a. Manufacture, assembly, or processing of materials
- b. Warehouse and distribution
- c. Wholesale Activities
- d. Office/Warehouse
- e. Research, Testing, and Development Laboratory
- f. Data Center
- g. Indoor storage of contractor and building materials as an accessory use
- h. Wireless communications facilities subject to the provisions of the Composite Zoning Ordinance
- i. 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. (see screening requirements in Article VI, Sec. 1 of the Composite Zoning Ordinance)
- j. LC (Local Commercial) uses and hotels are permitted on the northern portion of the property approximately seven hundred (700') feet to the south of the future San Gabriel Pkwy right-of-way. This area shall not exceed twenty (20%) percent of the total acreage.
- k. Any similar uses as permitted by Director of Planning



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.

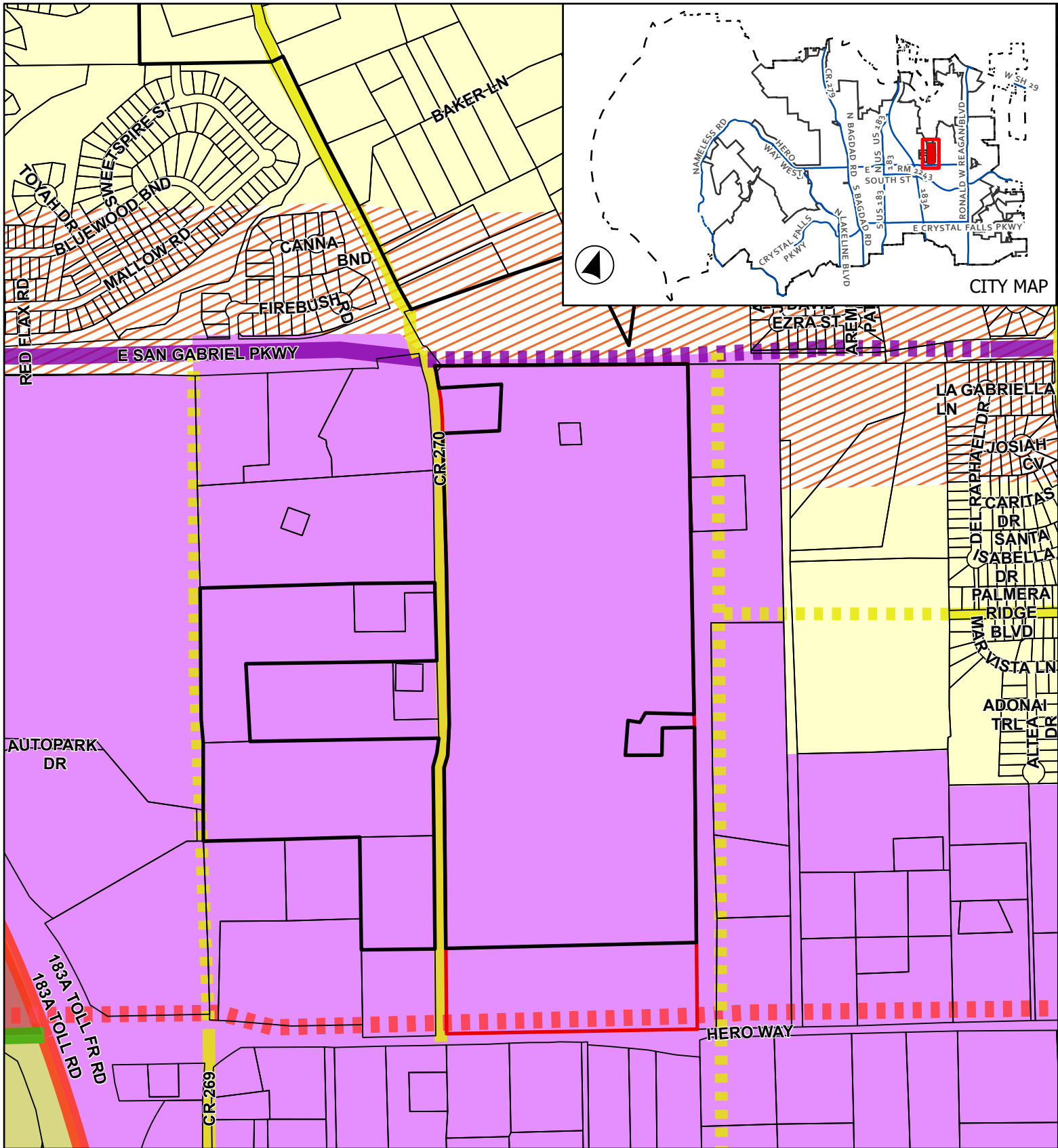
- Leander City Limits
- SFR - Single-Family Rural
- LO - Local Office
- GC - General Commercial
- HC - Heavy Commercial
- HI - Heavy Industrial
- PUD - Single-Family
- PUD - Multi-Family
- PUD - Mixed Use
- PUD - General Commercial
- PUD - Heavy Commercial
- CD - Conventional Sector
- Subject Boundary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



0 255 510

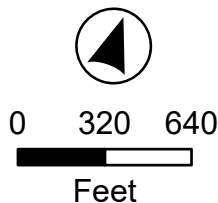


Feet



Future Land Use Map

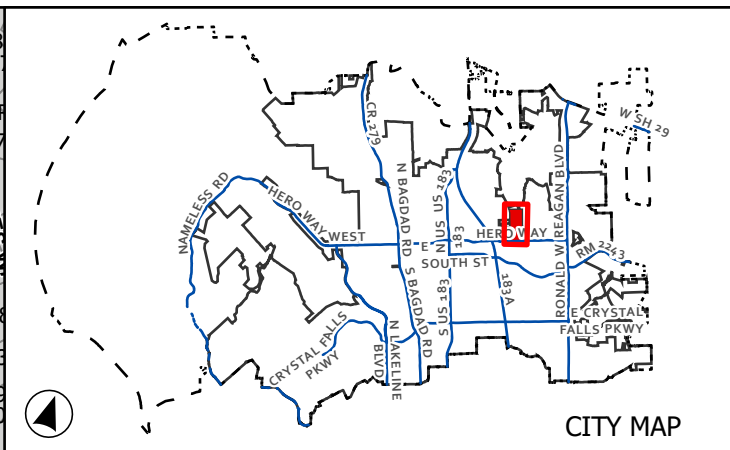
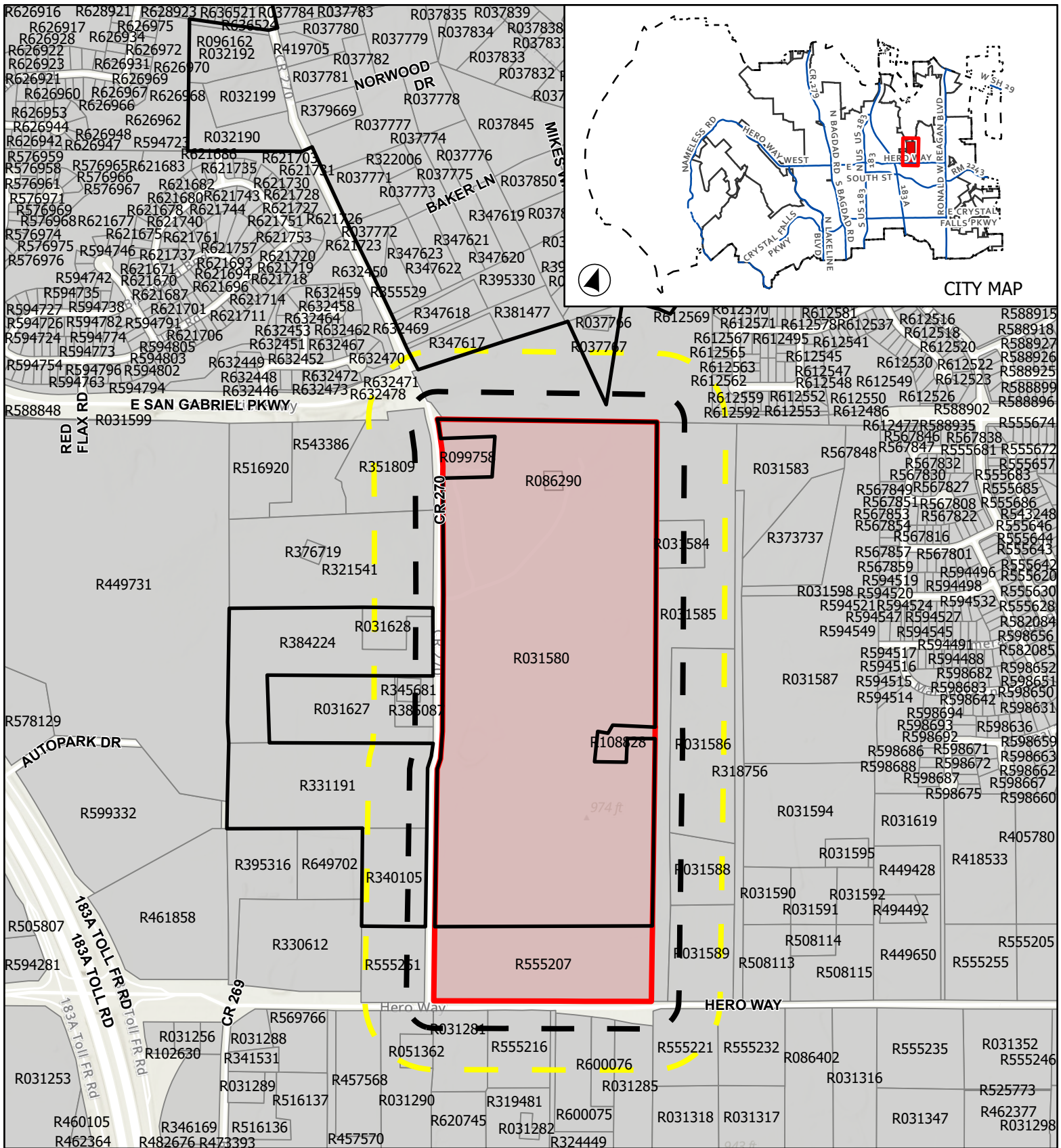
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- Leander City Limits
 - ETJ Boundary
 - Subject Boundary
 - Access Controlled, Existing
 - Arterial 6 Lane, Existing
- Thoroughfare Plan**

- 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 4 TITAN LEANDER MINOR PUD

Public Notification

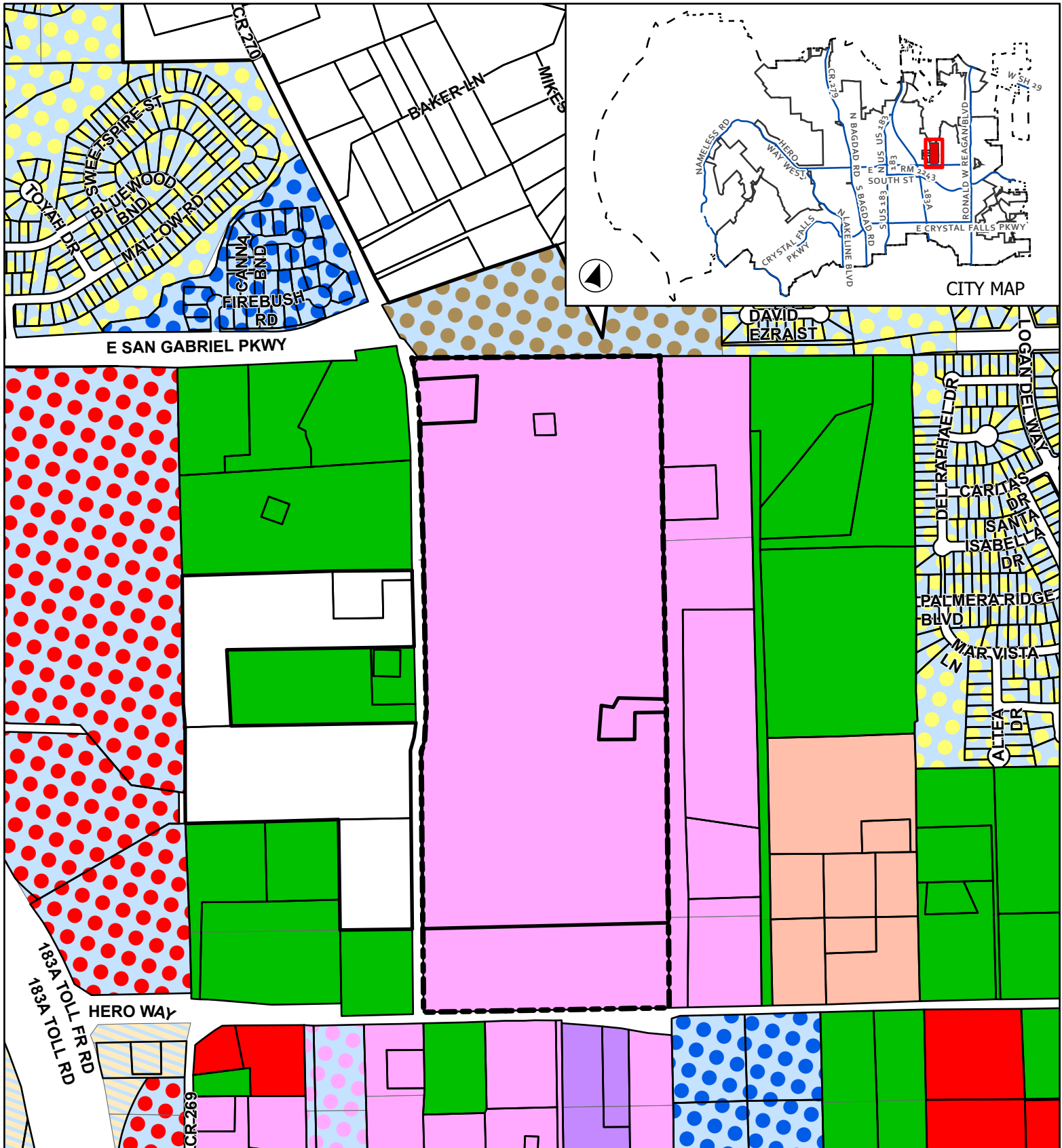
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0 385 770

Feet

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

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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

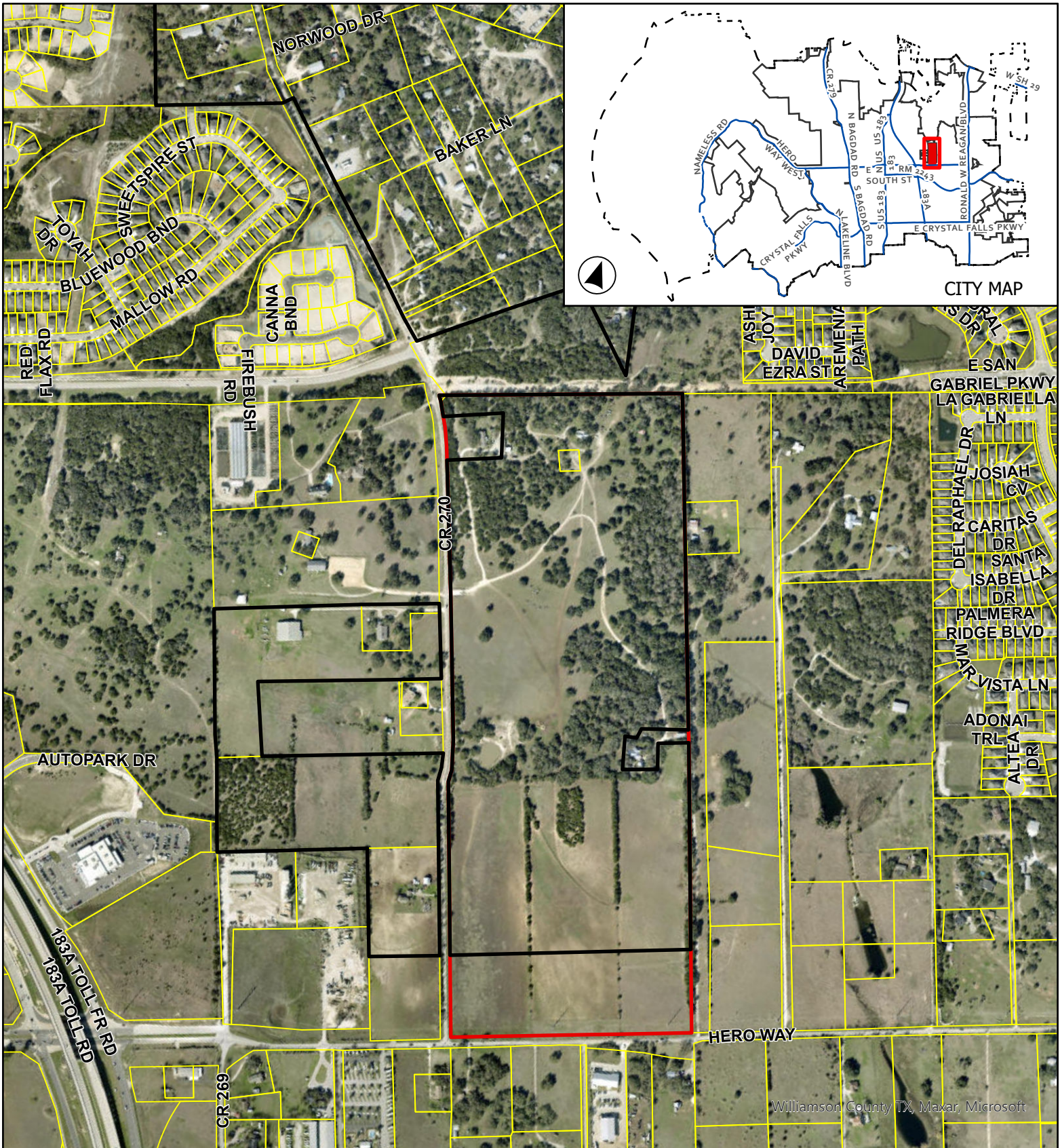
- PUD - Mixed Use
- PUD - General Commercial
- PUD - Heavy Commercial
- CD - Conventional Sector

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0 255 510

Feet
Page 82 of 248



CASE: Z-23-0087

ATTACHMENT 6

TITAN LEANDER
MINOR PUD

Aerial Map

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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 be limited to light industrial~~ ~~all authorized~~ uses currently permitted under the HC Use Component per the Leander Composite Zoning Ordinance to include:-
 - i. Manufacture, assembly, or processing of materials
 - ii. Warehouse and distribution
 - iii. Wholesale Activities
 - iv. Office/Warehouse
 - v. Research, Testing, and Development Laboratory
 - vi. Data Center
 - vii. Indoor storage of contractor and building materials as an accessory use
 - ix. Wireless communications facilities subject to the provisions of the Composite Zoning Ordinance
 - x. 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. (see screening requirements in Article VI, Sec. 1 of the Composite Zoning Ordinance)
 - x. LC (Local Commercial) uses and hotels are permitted on the northern portion of the property approximately seven hundred (700') feet to the south of the future San Gabriel Pkwy right-of-way. This area shall not exceed twenty (20%) percent of the total acreage.
 - xi. Any similar uses as permitted by Director of Planning
- 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

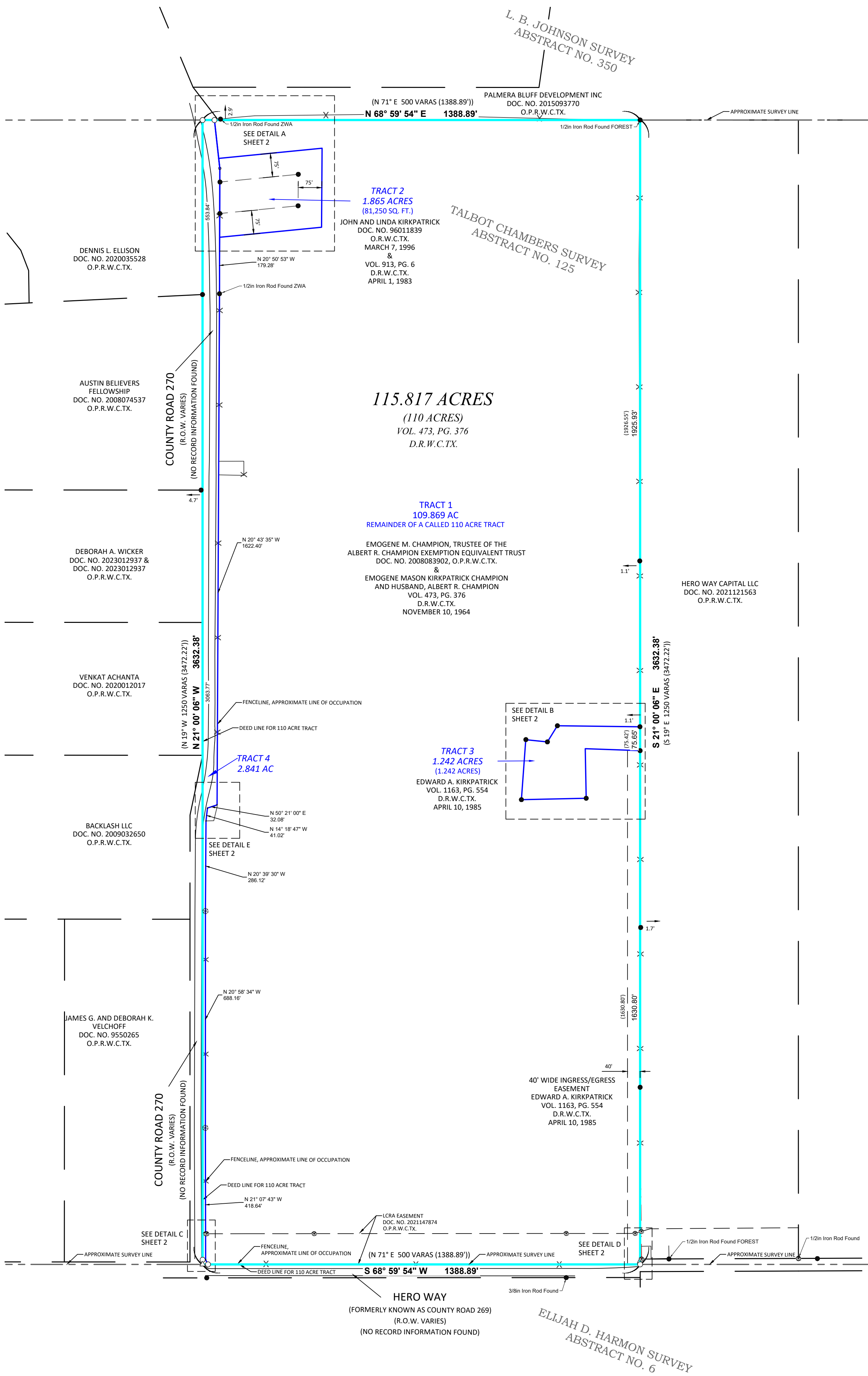
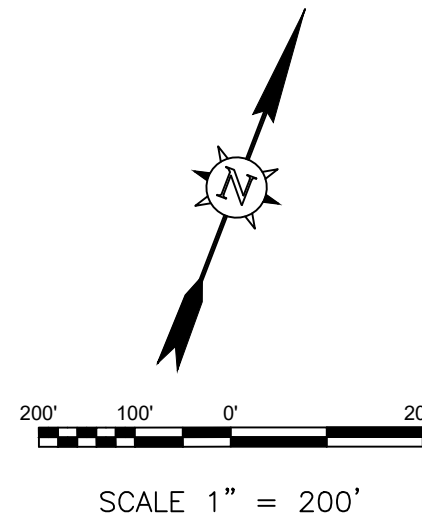
- a. The following uses shall require a minimum parking of 1 per 1,250 sf:
 - i. Manufacture, assembly, or processing of materials
 - ii. Warehouse and Distribution
 - iii. Wholesale Activities
 - iv. Office/Warehouse
 - v. Any other use not listed, but classified as a Light Industrial use as approved 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
—	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 $\pm$; 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 March, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE TITAN DEVELOPMENT**

This Development Agreement Establishing Development Standards for the **Titan Development** (the "Agreement") is made and entered into, effective as of the ____ day of _____, 20____ (the "Effective Date"), by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **Titan Property Management, 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 115.817 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 industrial purposes (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 limiting 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 automatically terminate without further approval for the City Council or need for recordation of a release filed in the County records of Williamson County, 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 as of the Effective Date hereof, 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 ninety percent (90%) of the combined exterior surface area of all walls, including all stories of buildings / structures, shall consist of stone, brick, painted or tinted stucco, factory tinted (not painted) split faced concrete masonry unit, or concrete tilt wall with a decorative finish customary for industrial buildings or similar material approved by the Director of Planning. For clarification purposes, the City represents and confirms that concrete tilt wall with a decorative finish is considered masonry and are approved the Development and the Property.
- (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 reasonable 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 purchaser(s) of all or part of the Property subject to consent and approval by the City Council of any such assignment by the Developer of this Agreement or of any right of duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Developer may assign the Developer's rights and obligations under this Agreement to an affiliated entity without consent, where an affiliated entity is an entity where the Developer owns, directly or indirectly, greater than 50% of the of the affiliate or exercises substantial control over the operations and finances of the affiliate by the terms of the affiliates governing documents.

- (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. 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; pandemics, 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) business 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:

Titan Property Management, LLC
Attn: Aimeé González, General Counsel
6300 Riverside Plaza Ln NW Suite 200
Albuquerque, New Mexico 87112
Bernalillo County

with copy to:

Titan Property Management, LLC
Attn: Joe Iannacone
4903 Woodrow Ave., Bldg A
Austin, Texas 78756

Any party may change the address for notice to it by giving written 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:

Titan Property Management, LLC

By: _____

Name: Ben F. Spencer

Title: Manager

THE STATE OF NEW MEXICO §
COUNTY OF BERNALILLO §

This instrument was acknowledged before me on this 18th day of DECEMBER, 2023, by BEN F. SPENCER, MANAGER of TITAN PROPERTY MANAGEMENT, LLC a NM, LLC company, on behalf of said company.

(SEAL)

Notary Public, State of Texas - NEW MEXICO



EXHIBIT "A"

Description of Property

BEING A 115.817 ACRES OF LAND, MORE OR LESS, IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, IN WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN TRACT CALLED 110 ACRES OF LAND DESCRIBED IN DEEDS TO EMOGENE MASON KIRKPATRICK CHAMPION AND HUSBAND, ALBERT R. CHAMPION RECORDED IN: VOLUME 473, PAGE 376; VOLUME 472, PAGE 510; VOLUME 472, PAGE 279; VOLUME 470, PAGE 336; AND VOLUME 470, PAGE 334; ALL OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 115.817 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES-AND-BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found with cap stamped "FOREST" at a fencepost in the approximate south line of the L. B. Johnson Survey, Abstract No. 350, same being the approximate north line of the Talbot Chambers Survey, Abstract No. 125, and being in the south line of a called 220.30-acre tract of land described in a Special Warranty Deed with Vendor's Lien to Palmera Bluff Development, Inc. in Document No. 2015093770, of the Official Public Records of Williamson County, Texas, for the northwest corner of a called 41.56 acre tract of land described to Hero Way Capital, LLC, in a Special Warranty Deed with Vendor's Lien recorded in Document No. 2021121563, of said Official Public Records, and for the northeast corner of said 110-acre tract and the herein described tract of land;

THENCE, South 21° 00' 06" East, along the east line of said 110-acre tract and of the herein described tract, passing at 1925.23 feet, a 1/2-inch iron rod found 0.63 feet offline, for the northeast corner of a called 1.242-acre tract described in a Gift Deed to Edward A. Kirkpatrick in Volume 1163, Page 554, of said Deed Records, passing at 2,000.88 feet, a 1/2-inch iron rod found, for the most easterly southeast corner of said 1.242-acre tract, continuing for a total distance of 3,632.38 feet to a 1/2-inch iron rod with a pink plastic cap stamped "AERIOS GEO LLC" set, in the approximate south line of said Talbot Chambers Survey, being the approximate north line of the Elijah D. Harmon Survey, Abstract No. 6, and the approximate northerly right-of-way line of Hero Way, also known as County Road 269 (right-of-way varies, no record information found), for the southeast corner of said 110-acre tract and the herein described tract of land;

THENCE, South 68° 59' 54" West, along the common line of said Talbot Chambers Survey and said Elijah D. Harmon Survey, and said northerly line of Hero Way, being the south line of said 110-acre tract and of the herein described tract of land, passing a 1/2-inch iron rod with a pink plastic cap stamped "AERIOS GEO LLC" set for reference at 1,371.80 feet, continuing for a total distance of 1,388.89 feet to a calculated point in the east edge of County Road 270 (right-of-way varies, no record information found), for the southwest corner of said 110-acre tract and the herein described tract of land;

THENCE, North 21° 00' 06" West, along the west line of said 110-acre tract, for the west line of the herein described tract, passing at 14.77 feet, a 1/2-inch iron rod with a pink plastic cap stamped "AERIOS GEO LLC" set for reference, passing at 3,078.54 feet, a 1/2-inch iron rod found for the northeast corner of a 17.282-acre tract of land described in a Warranty Deed with Vendor's Lien to Austin Believers Fellowship in Document No. 2008074537, of said Official Public Records, and the southeast corner of a 7.231-acre tract of land described in a General Warranty Deed with Vendor's Lien to Dennis L. Ellison in Document No. 2020035528, of said Official Public Records, and being in the approximate westerly line of said County Road 270, continuing for a total distance of 3,632.38 feet to a 1/2-inch iron rod with a pink plastic cap stamped "AERIOS GEO LLC" set, in said westerly line of County Road 270, for the northeast corner of said 7.231-acre tract, and for the northwest corner of said 110-acre tract and the herein described tract;

THENCE, North 68° 59' 54" East, crossing said County Road 270, along the common line of said L. B. Johnson Survey and the Talbot Chambers Survey, passing at 37.76 feet, a 1/2-inch iron rod with a pink plastic cap stamped "AERIOS GEO LLC" set for reference in the approximate easterly line of said County Road 270, continuing along the south line of said 220.30 acre tract, and the north line of said 110-acre tract and the herein described tract, for a total distance of 1,388.89 feet, to the POINT OF BEGINNING and containing 115.817 acres of land, more or less.



**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.

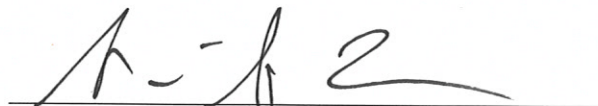
AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

REGULAR AGENDA

11. Adjournment at 6:33 p.m.

APPROVED:


CHAIRMAN MAHAN

ATTEST:


VERONICA TOVAR
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
3/21/2024

AGENDA SUBJECT:

Approval of an Ordinance regarding Ordinance Case OR-24-0018 to modify local amendments to the Building Code; and to provide for related matters; Leander, Williamson & Travis Counties, Texas.

BACKGROUND:

In 2019, the City adopted a local amendment to the Building Code that limited wood frame construction for residential or multi-family developments to not exceed three (3) stories in height. For the purposes of this local amendment, residential uses also includes hotels.

Staff has received feedback from the development community regarding the increased cost for development caused by this amendment. Staff presented this local amendment to the City Council regarding removing this provision of the code as part of a workshop. This ordinance removes the building material limitation for residential or multi-family developments that exceed three (3) stories in height.

HISTORY/TIMELINE:

03/07/2024 City Council Workshop

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. OR-24-0018 Ordinance

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

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING
ARTICLE 3.03 OF THE CODE OF ORDINANCES TO UPDATE LOCAL
AMENDMENTS TO THE BUILDING CODE; PROVIDING A
SEVERABILITY, SAVING CLAUSE, CONFLICTING ORDINANCES
CLAUSE, SEVERABILITY AND OPEN MEETINGS CLAUSES; AND
PROVIDING FOR RELATED MATTERS.**

WHEREAS, the regulation and control of buildings and structures within the City of Leander (the "City") is necessary and essential to the economic health of the community and the preservation and protection of the public welfare; and

WHEREAS, the City desires to adopt the local amendments set forth in this Ordinance to promote administration of the International Building Code in the City and to further preserve and protect the public health and safety;

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. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this Ordinance are reasonable and necessary to protect the public health, safety and quality of life.

Section 2. Amendment of Sec. 3.03.032. Section 3.03.032 Building Code Amendments of the City of Leander Code of Ordinances is hereby amended in its entirety to read follows:

Sec. 3.03.032. Building code amendments.

The International Building Code is amended as follows:

- (1) Each reference to "jurisdiction" or location for insertion of name of jurisdiction shall mean the City of Leander, Texas.
- (2) Section 103.6 - No schedule needed.
- (3) Appendix C - Group U (agricultural buildings) and Appendix J (grading) are adopted by ordinance.
- (4) All reference to insulation or thermo-ply, for use as a draft stop or fire stop is deleted. The use of these materials as a draft stop or fire stop is prohibited.
- (5) Reserved.

- (6) Guard rails are required for any wall greater than 48" in height, retaining or otherwise, with a walkable surface to the wall. Slopes greater than 3:1 are not considered to be walkable. A temporary guard rail may be required to be maintained during construction.

Section 3. Amendment of Ordinances. Sections 3.03.032 and 3.01.015, part (d) are hereby amended in their entirety and replaced by this Ordinance. All other ordinances, or parts thereof, regulating building construction and site development, that are in conflict herewith are amended to the extent of such conflict only. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

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

Section 5. Severability. It is hereby declared that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Open Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was 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, *Chapter 551, Texas Government Code*.

Section 7. Effective Date. This Ordinance shall take effect immediately upon its approval and passage as required by law and the City Charter.

PASSED AND APPROVED on this the 21st day of March, 2024

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
3/21/2024

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case Z-23-0099 to amend the current zoning of Hill Country Bible PUD (Planning Unit Development) with the base zoning district of SFS-3-A (Single-Family Rural) to change the base zoning district to LC-2-A (Local Commercial) on two (2) parcels of land approximately 19 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R647584 and R647585; and more commonly known as 589 W. San Gabriel Parkway, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. Staff recommends approval of the zone change. The Planning & Zoning Commission recommended approval during the February 8, 2024 meeting.

HISTORY/TIMELINE:

09/22/2005 TOD/PUD approved
11/05/2015 Hill Country Bible PUD approved
02/08/2024 Planning & Zoning Commission, 1st Public Hearing
03/07/2024 City Council, 2nd Public Hearing

APPLICANT/AGENT:

Southwest Land Services, Inc (David Singleton) on behalf of on behalf of Hill Country Bible Church (William Conor O’hearn)

RECOMMENDATION:

The City Council unanimously approved the request during the March 7, 2024 meeting.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Z-23-0099 Att 1 Planning Analysis - Hill Country Bible Major Amendment
2. Z-23-0099 Att 2 Current Zoning - Hill Country Bible PUD
3. Z-23-0099 Att 3 FLU - Hill Country Bible PUD

4. Z-23-0099 Att 4 Public Notification - Hill County Bible PUD
5. Z-23-0099 Att 5 Proposed Zoning - Hill County Bible PUD
6. Z-23-0099 Att 6 Aerial Map - Hill County Bible PUD
7. Z-23-0099 Att 7 PUD Notes - Hill Country Bible Church
8. Z-23-0099 Att 8 Letter of Intent - Hill Country Bible Church
9. Z-23-0099 Att 9 Neighborhood Outreach Summary - Hill Country Bible Church
10. Z-23-0099 Att 10 Hill Country Bible Minor PUD Ordinance
11. Z-23-0099 Att 11 02-08-2024 P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-23-0099 HILL COUNTRY BIBLE PUD MAJOR AMENDMENT

GENERAL INFORMATION

Owner/Agent: William Conor O'hearn on behalf of Hill Country Bible Church.

Current Zoning: Hill Country Bible PUD (Planned Unit Development) with a base zoning district of: SFR-3-A (Single-Family Rural)

Proposed Zoning: Hill Country Bible PUD (Planned Unit Development) with a base zoning district of: LC-2-A (Local Commercial).

Size and Location: The property is located northwest of San Garbiel Parkway and Mustang Brook Lane, including approximately 19 acres.

Staff Contact: Karina L. Castillo, AICP
Planning Manager

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to change the base zoning from SFR-3-A (Single-Family Rural) to LC-2-A (Local Commercial).

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

The Hill Country Bible PUD was approved with a base zoning of SRF-3-A (Single-Family Rural) with the intention of developing a church and its related uses. Lot 1 has been developed with the church use while Lot 2 remains vacant. This proposal includes changing the base zoning to LC-2-A (Local Commercial) to allow for flexibility on the uses that are permitted.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	PUD-SF	Reserve at North Fork Single-Family Subdivision
EAST	PUD-SF, LC	Enclave at Maya Vista Single-Family Subdivision, Vacant

SOUTH	PUD-SF	Oak Creek Single-Family Subdivision
WEST	LC	Vacant

SURROUNDING AREA:

This property is located North of San Gabriel Parkway and the Oak Creek Subdivision. Reserve at North Fork is located to the north and Enclave at Maya Vista is located to the east of the site.

PHYSICAL AND NATURAL FEATURES:

This property has been developed in compliance with City of Leander standards.

PROPERTY HISTORY:

This property annexed into the City of Leander on 08/08/2005.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 05-Z-006 approved a zone change to PUD/TOD-CD (Conventional Development) on 09/22/2005.
- 15-TOD-Z-022 requested a zone change from PUD/TOD to PUD-SF and was approved on 11/05/2015.

MAJOR CORRIDORS:

This property has access onto San Gabriel Parkway.

TRANSPORTATION PLAN REQUIREMENTS:

No new roads are proposed on this site.

The table below includes the 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
San Gabriel Parkway	Arterial	Commercial	126' ROW 6 lanes 10' sidewalk

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- FP-22-0023 was recorded on 03/14/2023.
- 20-AFP-006 was recorded on 01/19/2021.
- 19-TOD-FP-022 was recorded on 06/18/2020.
- 19-TOD-PICP-036 & 19-TOD-SD-026 were approved on 04/08/2020.
- 20-TOD-PP-005 was approved on 03/27/2020.
- 19-TOD-PP-004 was approved on 08/08/2019.
- 19-CP-002 was approved on 04/18/2019.

EXISTING UTILITIES:

This property has access to water along San Gabriel Parkway as shown in Figure 1. Wastewater was installed in Lot 1, connecting from Mustang Brook Lane and Acuff Lane as shown in Figure 2.



Figure 1 – Water System



Figure 2 – Wastewater System

CURRENT LAND USES:

A portion of this property is currently being used as a church.

PROPOSED ZONING DISTRICT:**USE COMPONENT****LC – LOCAL COMMERCIAL:**

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

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

SITE COMPONENT**TYPE 2:**

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

Intent:

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

ARCHITECTURAL COMPONENT**TYPE A:**

Features: 5 or more architectural features.

Intent:

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

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.

Applicable Future Land Use categories

MULTI-USE CORRIDOR

- The Multi-Use Corridor future development category is intended for mixed-use areas to be developed at a higher density/intensity and with uses not primarily supported in Neighborhood Residential. These areas are intended to provide for a mix of both commercial and residential uses that are not integrated into neighborhoods but maintain a seamless, compatible transition between residential and commercial uses.

Multi-Use Corridors are not intended for strip commercial nor are they expected to be predominantly commercial. These corridors have been identified as opportunity areas for businesses and daily services, high-intensity residential such as townhouses, civic and employment uses, but also traditional single-family neighborhoods where streets access these corridors.

These areas are intended to be developed with an auto-oriented character, which means vehicles and parking areas are a primary visual characteristic from the street. Access management is recommended to maintain safe traffic movement along these streets. Appropriate bufferyards are required to ensure compatibility with adjacent Neighborhood Residential.

NEIGHBORHOOD RESIDENTIAL

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

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

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

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:**DEVELOPMENT MEETING**

A development meeting was not necessary for this submittal.

NOTIFICATION

01/18/2024 - Public Notice on Hill Country News
 01/24/2024 - Mail Notification to Property Owners within 200'
 01/24/2024 - Public Hearing Signage Posted on Property
 02/08/2024 - Planning and Zoning Commission Public Hearing
 03/07/2024 - City Council Public Hearing & First Reading of the Ordinance
 03/21/2024 - 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.

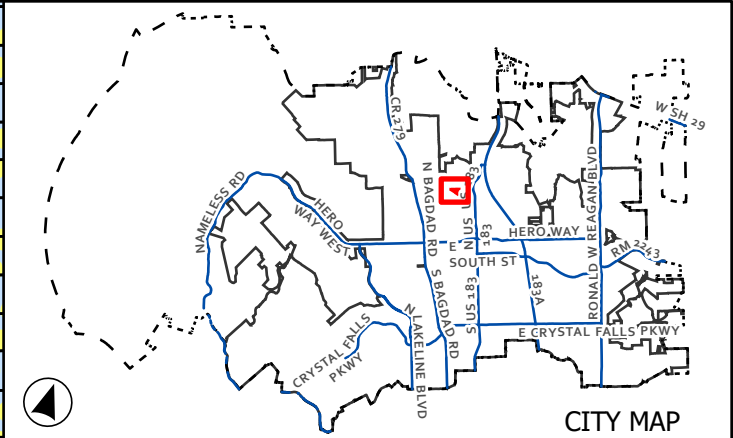
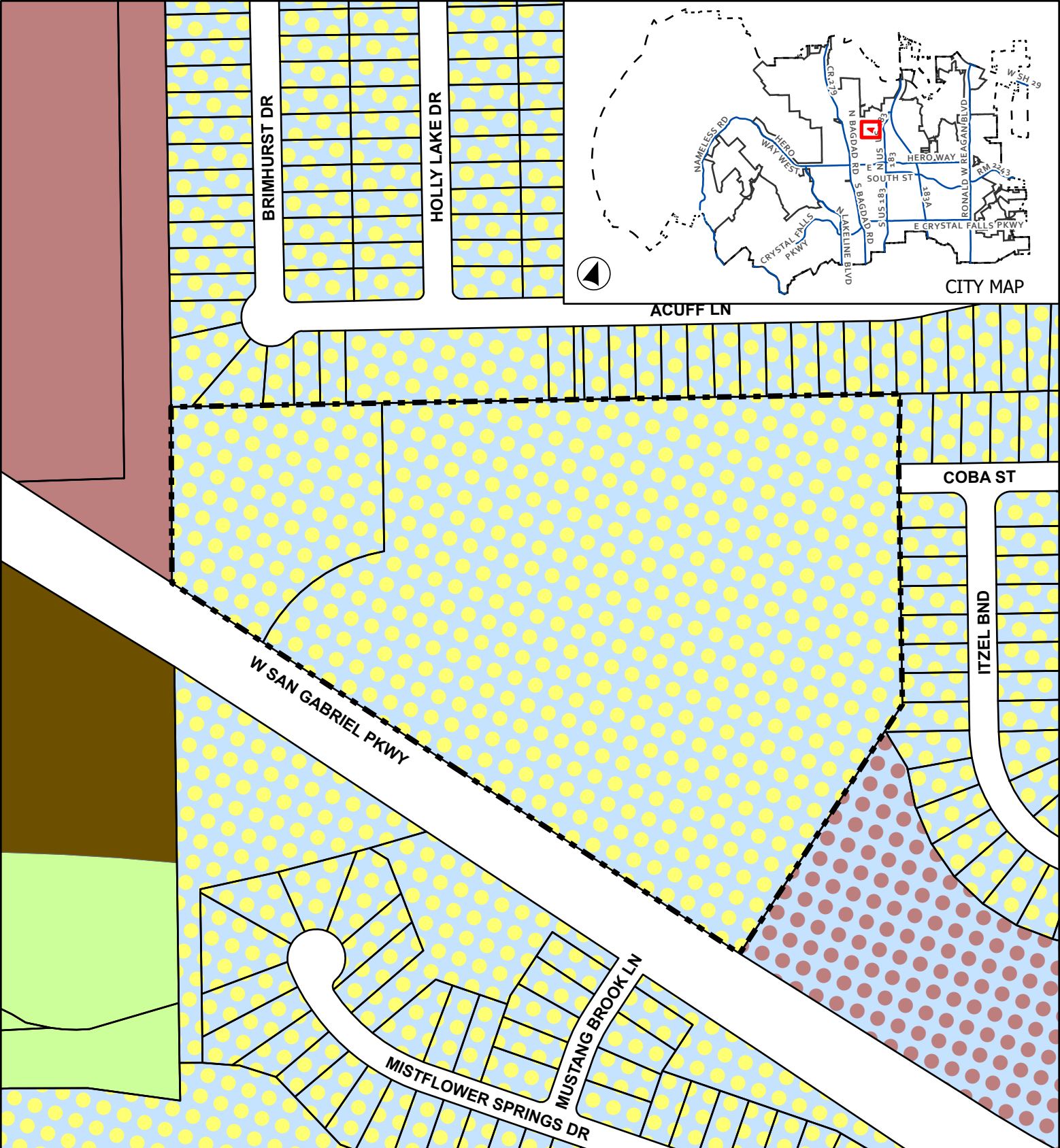
A letter was mailed to all the property owners within 500' of the site, which included contact information and the option for a zoom virtual meeting. No concerns were discussed during the subsequent communications.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

The proposal to change the base zoning district aligns with the City of Leander Comprehensive Plan and the intent statements of the Composite Zoning Ordinance. Staff recommends approval of the Major Amendment of the Hill County Bible PUD.

This Planned Unit Development includes allowing a church campus in addition to all uses permitted in the LC use component.



CASE: Z-23-0099

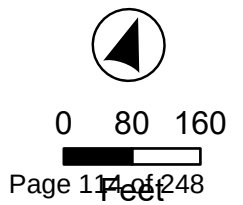
ATTACHMENT 2

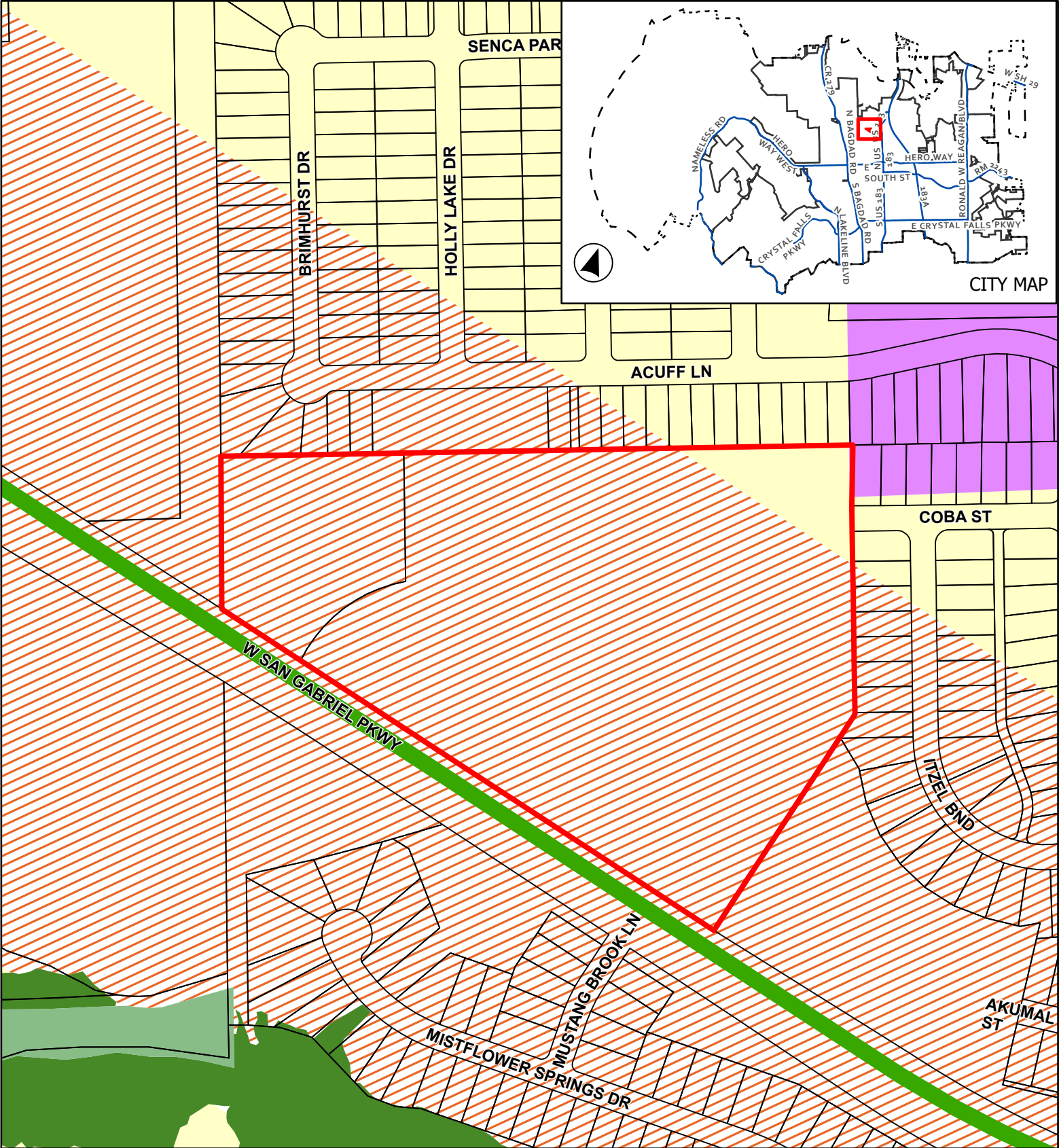
HILL COUNTY BIBLE
MAJOR AMENDMENT PUD

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
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFU - Single-Family Urban
- MF - Multi-Family
- LC - Local Commercial
- HC - Heavy Commercial
- PUD - Single-Family
- PUD - Local Commercial





CASE: Z-23-0099

ATTACHMENT 3

HILL COUNTY BIBLE
MAJOR AMENDMENT PUD

Future Land Use Map



0 115 230
Feet

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- Leander City Limits
- ETJ Boundary
- Subject Boundary

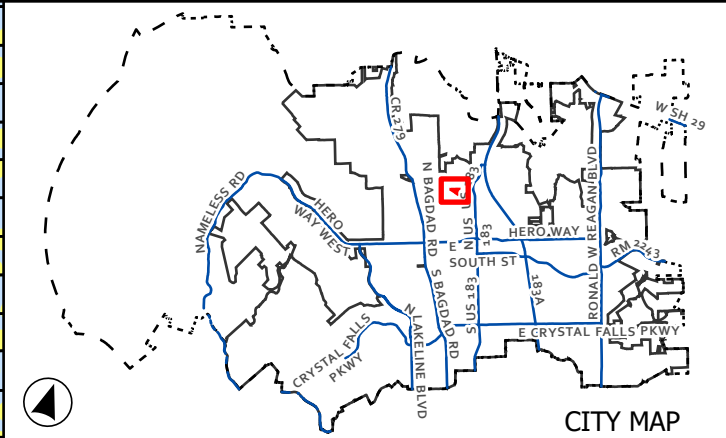
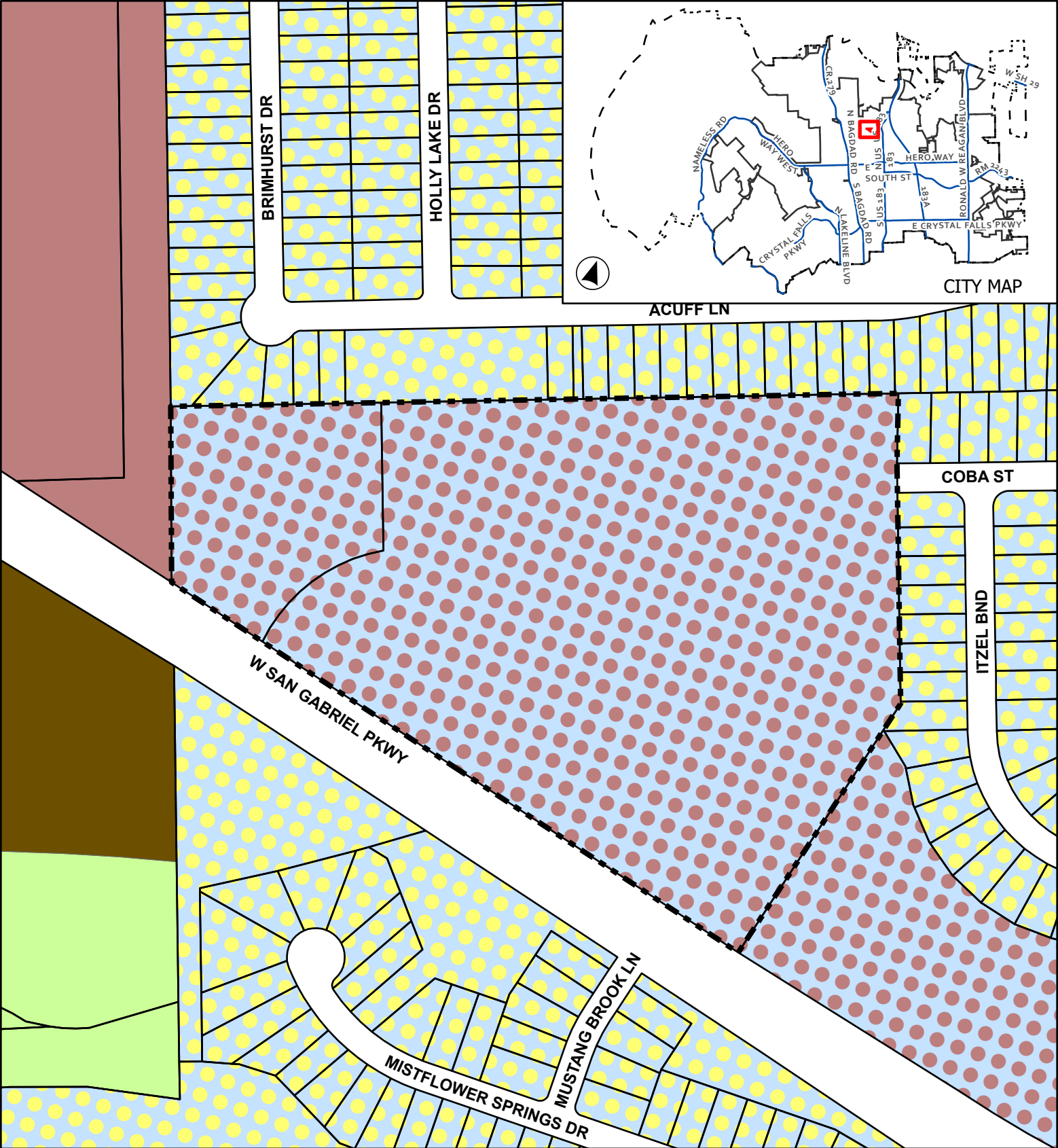
Future Land Use

- Neighborhood Residential
- Multi-Use Corridor

- Employment Center
- Greenway
- Parks and Preserves

Thoroughfare Plan

- Arterial 6 Lane, Existing



CASE: Z-23-0099

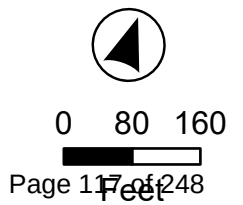
ATTACHMENT 5

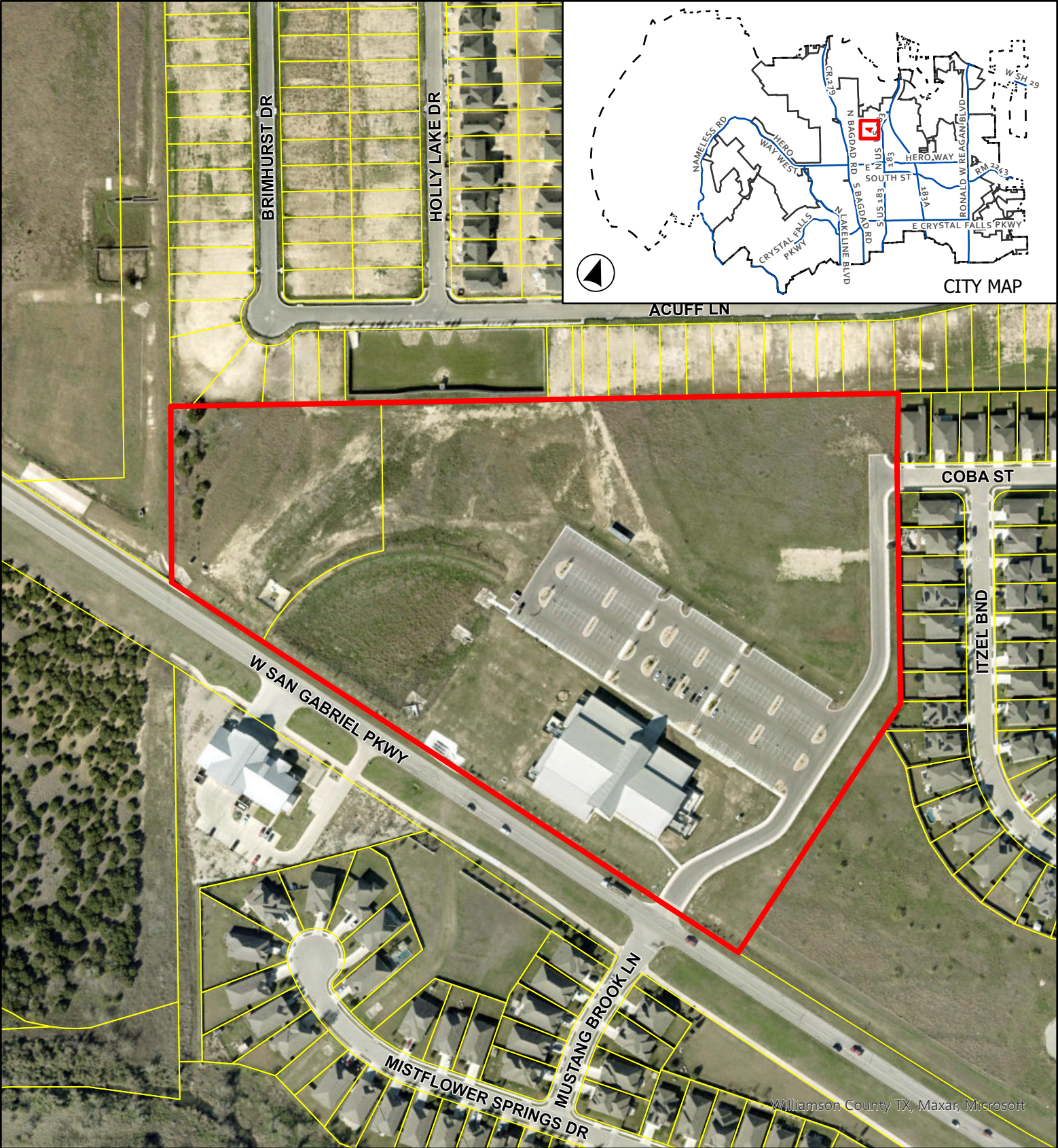
HILL COUNTY BIBLE
MAJOR AMENDMENT PUD

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
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFU - Single-Family Urban
- MF - Multi-Family
- LC - Local Commercial
- HC - Heavy Commercial
- PUD - Single-Family
- PUD - Local Commercial





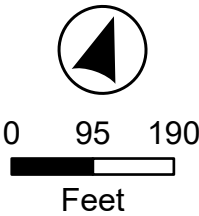
CASE: Z-23-0099

ATTACHMENT 6

HILL COUNTY BIBLE
MAJOR AMENDMENT 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

Hill Country Bible Church Planned Unit Development Amendment #1

A. Purpose and Intent

1. The Hill Country Bible Church PUD Amendment #1 is comprised of approximately 19 acres, as shown in **Exhibit B**. The proposed development of this property includes a church campus and local commercial development.

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.

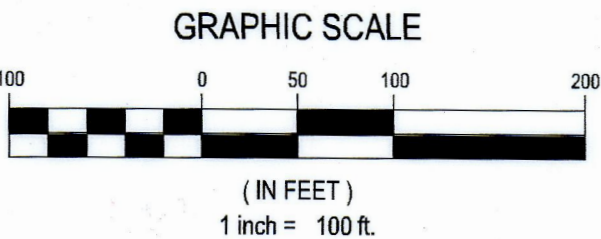
LC-2-A (Local Commercial)

C. Allowable / Prohibited Uses

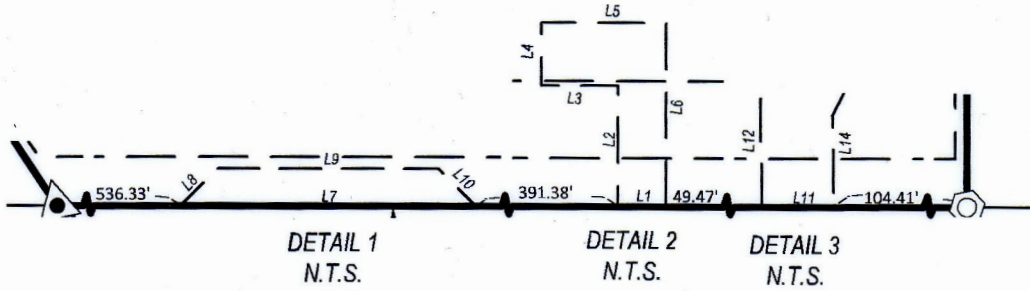
1. The allowable uses shall include a church campus as well as all uses permitted in the LC use component.

EXHIBIT B

HILL COUNTRY BIBLE CHURCH
LEANDER - REPLAT

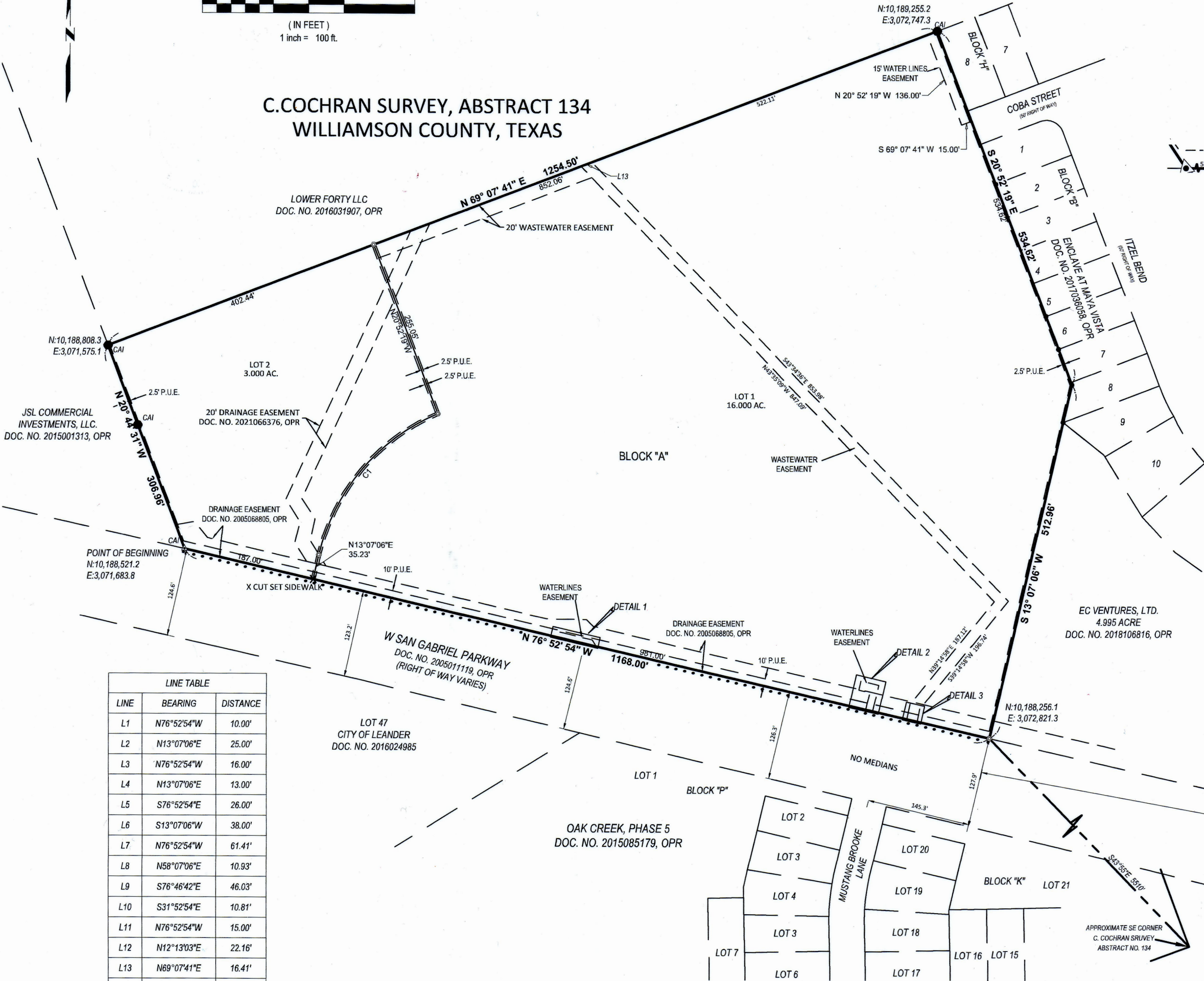


C.COCHRAN SURVEY, ABSTRACT 134
WILLIAMSON COUNTY, TEXAS



LEGEND

- 1/2" IRON ROD WITH PLASTIC CAP STAMPED "MIGUEL A ESCOBAR, RPLS 5630"
- STEEL NAIL WITH ALUMINUM WASHER STAMPED "CUNNINGHAM-ALLEN INC" FOUND
- 1/2" IRON ROD FOUND
- PR PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.U.E. PUBLIC UTILITY LANDSCAPE AND PEDESTRIAN EASEMENT
- D.E. DRAINAGE EASEMENT
- W.W.E. WASTEWATER EASEMENT
- PROPOSED SIDEWALK
- CAI "CUNNINGHAM-ALLEN, INC."

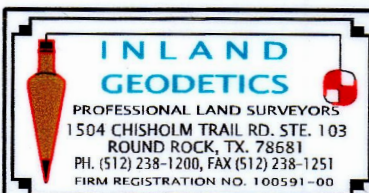


LINE TABLE		
LINE	BEARING	DISTANCE
L1	N76°52'54"W	10.00'
L2	N13°07'06"E	25.00'
L3	N76°52'54"W	16.00'
L4	N13°07'06"E	13.00'
L5	S76°52'54"E	26.00'
L6	S13°07'06"W	38.00'
L7	N76°52'54"W	61.41'
L8	N58°07'06"E	10.93'
L9	S76°46'42"E	46.03'
L10	S31°52'54"E	10.81'
L11	N76°52'54"W	15.00'
L12	N12°13'03"E	22.16'
L13	N69°07'41"E	16.41'
L14	S12°13'03"W	18.79'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	289.06'	271.29'	53°46'24"	N40°00'18"E	261.44'

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD 83 (2011)). ALL DISTANCES AND COORDINATES WERE ADJUSTED TO THE SURFACE USING A SURFACE ADJUSTMENT FACTOR OF 1.000134071066.

ALL COORDINATES NOTED ON THIS PLAT ARE STATE PLANE NAD 83, CENTRAL ZONE.



October 31, 2023

Robin Griffin, Director of Planning
City of Leander
201 N. Brushy Street
Leander, TX 78641

RE: Hill Country Bible Church
W. San Gabriel PKWY
Major Amendment to an
existing PUD request

Ms. Griffin,

On behalf of Hill County Bible Church (d/b/a North Way Church), we are submitting the enclosed Major Amendment to an existing PUD Application to rezone a portion of the 19.0 acre referenced property from PUD SFR-3-A Base Zoning to PUD with LC-2-A Base Zoning for the 3.0 acre on the west end of the tract.

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

The initial zoning assigned to the property was PUD in the TODD and amended in 2015 to PUD with an underlying base zoning designation of SFR-3-A. Rezoning the tract will bring the tract more into alignment with the Future Land Use designation as assigned by the City on its Comprehensive Plan. Further, rezoning the tract will afford the Owners the opportunity to create appropriate commercial opportunities compatible with the existing church use on the site.

The site is relatively flat with slopes of 2% or less.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'd. singleton', with a stylized flourish at the end.

David Singleton

SOUTHWEST
LAND SERVICES, INC.

December 18, 2023

Re: North Way Bible Church
689 W. Sean Gabriel Parkway
Proposed Zoning Case

Dear Neighbor,

The purpose of this letter is to notify you of a proposed zoning change in your area. I represent North Way Bible Church, the owners of approximately 3 acres located at 689 W. San Gabriel Parkway. The church is proposing to amend the existing PUD to allow LC-2-A base zoning on the 3 acres at the westernmost edge of the master tract (approximately 19 acres).

The subject property is located within an area designated as Multi-Use Corridor on the City of Leander's Comprehensive Land Use Plan. This land use designation encourages a mixture of local commercial uses including the uses being proposed for the project. The Comprehensive Plan further identifies Local Commercial (LC) as a suitable zoning category for the corridor.

We are mindful of the recent increase of COVID cases and some may not be comfortable at an in-person meeting, so we are scheduling a Zoom meeting for January 4th, 2024 at 7:00 p.m. Please feel free to call, text or email with questions or concerns, or contact our office for the Zoom call login information.

If you would like to discuss this project in greater detail or ask any questions related to this submittal to the City of Leander, please contact me by phone at 512-259-9000 or by email at southwestland@gmail.com. So that we can appropriately represent communications back to the City, please contact us no later than January 4th, 2024.

Sincerely,

David Singleton

Mailing address: P.O. Box 984 Leander Texas 78646-0984
Delivery address: 105 Paloma Point, Georgetown Texas 78628
southwestland@gmail.com 512.259.9000

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

The attached letter was mailed to all of the appropriate property Owners. Three people (Clara Montez, Hayden Dixon and LaDonna Lewis) reached out for more information.

The call-in information for the proposed Zoom call was provided to all three.

David had telephone conversations with Clara Montez and Hayden Dixon explaining the proposed zoning.

Zoom calls were held with Clara Montez and subsequently with LaDonna Lewis.

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.

All property Owners within 500' of the 19-acre tract were notified via letter.

3. What concerns were raised during these communications?

No concerns - just questions about what is being proposed.

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

No changes were requested or proposed.

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

Signature: _____



Date **1/4/23**

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY AMENDING THE HILL COUNTRY BIBLE PUD (PLANNED UNIT DEVELOPMENT) BY CHANGING THE BASE ZONING DISTRICT TO 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 19 acres ±; being more particularly described in Exhibit "B"; legally described as Lots 1 & 2, Block A, Hill Country Bible Church Leander Replat; addressed as 589 W San Gabriel Pkwy; identified by Williamson Central Appraisal District tax identification numbers R647584 and R647585; more particularly described in Instrument Number 2013018966; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by amending the Hill Country Bible Minor PUD (Planned Unit Development) to change the base zoning district to 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 7th day of March, 2024.

FINALLY PASSED AND APPROVED on this the 21st day of March, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, February 8, 2024
Regular Meeting at 6:00 PM



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

**Place 5 – James Oliver, Vice Chair
Place 6 – Laura Lantrip, Chair
Place 7 – Scott Calame
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order. at 6:00 p.m.
2. Roll Call. All Commissioners were present except Commissioner Donnie Mahan.
3. Director's report to the Planning & Zoning Commission on action taken by City Council during the February 1, 2024 meeting.
4. Review of meeting protocol.
5. 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.

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

No one wished to speak.

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case FP-23-0060 regarding Michelle Subdivision Final Plat on one (1) parcel of land approximately 9.342 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R031699; generally located at South Brook Drive and US 183, Leander, Williamson County, Texas.
7. Approval of minutes

Motion: To approve Consent Agenda Items 6 & 7.

By: Commissioner John Cosgrove

Seconded: Vice Chair James Oliver

Yes: John Cosgrove, Ron May, Deirdre Moss, James Oliver, Laura Lantrip, Scott Calame

No: None

Abstain: None

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0095 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planning Unit Development – Conventional Development Sector) to adopt the Spillars Project Minor PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one (1) parcel of land approximately 1.574 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R086306; and located to the east of the intersection of Tulum Terrace and US 183, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0095 as described above.

Frank Stiles had questions and concerns about placement of entrances and exits.

Motion: To approve the Spillars Project Minor PUD

By: Vice Chair James Oliver

Seconded: Commissioner John Cosgrove

Yes: John Cosgrove, Ron May, Deirdre Moss, James Oliver, Laura Lantrip

No: Scott Calame

Abstain: None

The Planning and Zoning Commission recommended approval of the request with the condition that bars/night clubs and vape shops are added as prohibited uses during the February 8, 2024 meeting with a 5 to 1 vote (Commissioner Scott Calame opposing).

9. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0099 to amend the current zoning of Hill Country Bible PUD (Planning Unit Development) with the base zoning district of SFS-3-A (Single-Family Rural) to change the base zoning district to LC-2-A (Local Commercial) on two (2) parcels of land approximately 19 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R647584 and R647585; and more commonly known as 589 W San Gabriel Pkwy, Leander, Williamson County, Texas. Applicant/Agent: Southwest Land Services, Inc (David Singleton) on behalf of Hill Country Bible Church (William Conor O'Hearn).

- Discuss and consider action regarding Zoning Case Z-23-0099 as described above.

No one spoke in favor or opposition of the request.

Motion: To approve the Hill Country Bible PUD

By: Commissioner Ron May

Seconded: Vice Chair James Oliver

Yes: John Cosgrove, Ron May, Deidre Moss, James Oliver, Laura Lantrip, Scott Calame

No: None

Abstain: None

REGULAR AGENDA

10. Discussion regarding the Comprehensive Plan Implementation Schedule and Old Town Master Plan Implementation, and consider action on recommendations from the Planning & Zoning Commission for the FY 2024/2025 City Budget and CIP Plan.

Motion: To postpone action to the next Planning and Zoning meeting on February 22, 2024 to allow Commissioners time to review the implementation plan.

By: Commissioner John Cosgrove

Seconded: Commissioner Ron May

Yes: John Cosgrove, Ron May, Deidre Moss, James Oliver, Laura Langrip, Scott Calama

No: None

Abstain: None

11. Adjournment at 6:44 p.m.

APPROVED

CHAIRMAN

ATTEST:

PLANNING SECRETARY



EXECUTIVE SUMMARY
3/21/2024

AGENDA SUBJECT:

Approval of Contracts L00336 & L00337 to ABC Home & Commercial Services and Kings Pest Control resulting from Solicitation IFB S24-005 for the purchase of citywide pest control services in the amount of \$46,880.00 to ABC Home and Commercial Services and \$45,180.00 to Kings Pest Control for the term of the contract expiring March 21, 2029; providing for an effective date; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

This award recommendation is for the City of Leander – General Services to establish a contract with ABC Home & Commercial Services and Kings Pest Control for citywide pest control services needed to support City operations.

The IFB solicitation was advertised in the Hill Country News newspaper and posted to the City of Leander solicitation website. A total of one hundred fifty-six (156) vendors were contacted. No HUB vendors were located within Williamson County. A total of five (5) responsive offers were received. It has been determined that ABC Home & Commercial Services and Kings Pest Control offer the best value to the City. Therefore, the General Services Department recommends the contract be awarded to ABC Home & Commercial Services and Kings Pest Control for citywide pest control services required to support City operations. The associated bid tabulation is attached.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Cheryl Kaufman, General Services Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$92,060.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	General Fund

Attachments:

1. CONTRACT- ABC Home & Commercial Services
2. CONTRACT- Kings Pest
3. 4.4 Bid Tabulation- Cost
4. EXHIBIT A- City Solicitation Scope
5. EXHIBIT B- King's Pest Offer
6. EXHIBIT C- ABC Awarded Locations
7. EXHIBIT C- King's Awarded Locations

**CONTRACT BETWEEN THE CITY OF LEANDER ("City")
AND
ABC HOME & COMMERCIAL SERVICES ("Contractor")
FOR
PEST CONTROL SERVICES
IFB S24-005 / L00336**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between ABC Home & Commercial Services having offices at 9475 US-290, Austin, TX 78724 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract Cover Sheet.
- 1.1.2 The City's Solicitation, IFB S24-005 including all documents incorporated by reference herein as Exhibit A.
- 1.1.3 ABC Home & Commercial Services Offer, dated January 19, 2024, as incorporated herein as Exhibit B.
- 1.1.4 ABC Home & Commercial Services will be responsible for the locations listed in Exhibit C.

1.2 Order of Precedence: Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract Cover Sheet.
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference.
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract: The Contract will be in effect for a term of 60 months, subject to the approval of the Contractor and the City or their designee. See the Term of Contract provision in Supplemental Terms and Conditions for additional Contract requirements.

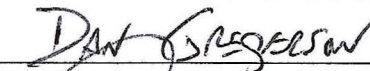
1.4 Compensation: This Contract is for an estimated amount of \$46,880.00.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

ABC HOME & COMMERCIAL SERVICES

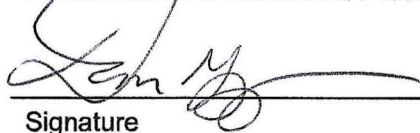
CITY OF LEANDER



Printed Name of Authorized Person

Isaac D. Turner

Printed Name of Authorized Person



Signature

Signature

MANAGER - Commercial Inspector

Title:

Interim City Manager

Title:

3-11-2024

Date:

March 21, 2024

Date:

EXHIBIT A – City's Solicitation

**CONTRACT BETWEEN THE CITY OF LEANDER ("City")
AND
KINGS PEST CONTROL ("Contractor")
FOR
PEST CONTROL SERVICES
IFB S24-005 / L00337**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Kings Pest Control having offices at 603 River Bend Dr., Georgetown, TX 78628 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract Cover Sheet.
- 1.1.2 The City's Solicitation, IFB S24-005 including all documents incorporated by reference herein as Exhibit A.
- 1.1.3 Kings Pest Control Offer, dated February 2, 2024, as incorporated herein as Exhibit B.
- 1.1.4 Kings Pest Control will be responsible for the locations listed in Exhibit C.

1.2 Order of Precedence: Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract Cover Sheet.
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference.
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract: The Contract will be in effect for an initial term of 60 months, subject to the approval of the Contractor and the City or their designee. See the Term of Contract provision in Supplemental Terms and Conditions for additional Contract requirements.

1.4 Compensation: This Contract is for an estimated amount of \$47,180.00.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

KINGS PEST CONTROL

CITY OF LEANDER

London King
Printed Name of Authorized Person

Isaac D. Turner
Printed Name of Authorized Person

LC King
Signature

Signature

Owner
Title:

Interim City Manager
Title:

3/12/24
Date:

March 21, 2024
Date:

EXHIBIT A – City's Solicitation

EXHIBIT B – Contractor's Offer
EXHIBIT C – Kings Awarded Locations

BID TABULATION				VENDOR #1		VENDOR #2		VENDOR #3		VENDOR #4		VENDOR #5	
IFB NO: S24-005				ABC Home and Commercial Services		Kings Pest Control		Massey Services		Nova Pest Control LLC		Oliver Termite and Pest Control	
DESCRIPTION: Pest Control Services													
BID OPENING DATE & TIME: 2/6/24 @ 3:00 PM CST													
No.	Location	Estimated Annual Quantity	Unit	Unit Cost	Extended Total	Unit Cost	Extended Total	Unit Cost	Extended Total	Unit Cost	Extended Total	Unit Cost	Extended Total
1	City Hall	4	Visits	\$172.50	\$690.00	\$157.00	\$628.00	\$250.00	\$1,000.00	\$100.00	\$400.00	\$157.50	\$630.00
2	Adams House	4	Visits	\$133.50	\$534.00	\$100.00	\$400.00	\$65.00	\$260.00	\$50.00	\$200.00	\$126.00	\$504.00
3	Pat Bryson	4	Visits	\$225.00	\$900.00	\$117.00	\$468.00	\$300.00	\$1,200.00	\$250.00	\$1,000.00	\$157.50	\$630.00
4	Pat Bryson Annex- house behind Pat Bryson	4	Visits	\$0.00	\$0.00	\$97.00	\$388.00	\$65.00	\$260.00	\$50.00	\$200.00	\$126.00	\$504.00
5	Mason Conference Room 1-room structure next to PB Annex	4	Visits	\$0.00	\$0.00	\$65.00	\$260.00	\$65.00	\$260.00	\$50.00	\$200.00	\$85.00	\$340.00
6	Parks and Recreation (2 buildings)	4	Visits	\$136.50	\$546.00	\$100.00	\$400.00	\$125.00	\$500.00	\$100.00	\$400.00	\$126.00	\$504.00
7	Public Works	4	Visits	\$225.00	\$900.00	\$117.00	\$468.00	\$350.00	\$1,400.00	\$250.00	\$1,000.00	\$235.25	\$941.00
8	Police Station	4	Visits	\$217.50	\$870.00	\$147.00	\$588.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00	\$157.50	\$630.00
9	Records Building (behind police and fire station)	4	Visits	\$150.00	\$600.00	\$100.00	\$400.00	\$125.00	\$500.00	\$100.00	\$400.00	\$126.00	\$504.00
10	Fire Station 3- Admin Building	4	Visits	\$180.00	\$720.00	\$174.00	\$696.00	\$135.00	\$540.00	\$250.00	\$1,000.00	\$157.50	\$630.00
11	Library	4	Visits	\$240.00	\$960.00	\$150.00	\$600.00	\$400.00	\$1,600.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00
12	Mason Homestead (house next to library)	4	Visits	\$136.50	\$546.00	\$97.00	\$388.00	\$65.00	\$260.00	\$50.00	\$200.00	\$126.00	\$504.00
13	Concession Stand w/ bathroom areas-Bledsoe Park	4	Visits	\$150.00	\$600.00	\$70.00	\$280.00	\$100.00	\$400.00	\$100.00	\$400.00	\$126.00	\$504.00
14	OTHER Bledsoe Park Bathrooms * Children's Area * Pool	4	Visits	\$0.00	\$0.00	\$70.00	\$280.00	\$75.00	\$300.00	\$50.00	\$200.00	\$126.00	\$504.00
15	NW Booster Pump	4	Visits	\$60.00	\$240.00	\$100.00	\$400.00	\$65.00	\$260.00	\$50.00	\$200.00	\$126.00	\$504.00
16	Waste Water Plant	4	Visits	\$180.00	\$720.00	\$100.00	\$400.00	\$125.00	\$500.00	\$100.00	\$400.00	\$157.50	\$630.00
17	Joule Building	4	Visits	\$165.00	\$660.00	\$112.00	\$448.00	\$125.00	\$500.00	\$100.00	\$400.00	\$126.00	\$504.00
18	Police Shooting Range Perimeter	4	Visits	\$0.00	\$0.00	\$100.00	\$400.00	\$65.00	\$260.00	\$50.00	\$200.00	\$126.00	\$504.00
19	Fire Station 4	4	Visits	\$195.00	\$780.00	\$174.00	\$696.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00	\$157.50	\$630.00
20	Crystal Falls Golf Course Club House	4	Visits	\$187.50	\$750.00	\$138.00	\$552.00	\$225.00	\$900.00	\$250.00	\$1,000.00	\$157.50	\$630.00
21	Fire Station 2	4	Visits	\$180.00	\$720.00	\$174.00	\$696.00	\$200.00	\$800.00	\$250.00	\$1,000.00	\$157.50	\$630.00
22	Fire Station 1	4	Visits	\$195.00	\$780.00	\$174.00	\$696.00	\$300.00	\$1,200.00	\$250.00	\$1,000.00	\$235.25	\$941.00
23	Travisso Plant	4	Visits	\$89.00	\$356.00	\$100.00	\$400.00	\$65.00	\$260.00	\$50.00	\$200.00	\$85.00	\$340.00
24	Crystal Fall Pump	4	Visits	\$60.00	\$240.00	\$112.00	\$448.00	\$65.00	\$260.00	\$100.00	\$400.00	\$126.00	\$504.00
25	NW EST	4	Visits	\$50.00	\$200.00	\$100.00	\$400.00	\$65.00	\$260.00	\$100.00	\$400.00	\$126.00	\$504.00
26	Kauffman EST	4	Visits	\$50.00	\$200.00	\$100.00	\$400.00	\$65.00	\$260.00	\$100.00	\$400.00	\$126.00	\$504.00
27	Travisso Booster Pump	4	Visits	\$133.50	\$534.00	\$100.00	\$400.00	\$65.00	\$260.00	\$100.00	\$400.00	\$126.00	\$504.00
28	Fire Station 5	4	Visits	\$195.00	\$780.00	\$174.00	\$696.00	\$300.00	\$1,200.00	\$250.00	\$1,000.00	\$235.25	\$941.00
29	San Gabriel Booster Pump	4	Visits	\$60.00	\$240.00	\$100.00	\$400.00	\$65.00	\$260.00	\$100.00	\$400.00	\$126.00	\$504.00
30	Leander Activity Center (pricing is for reference if they need pest control)	4	Visits	\$210.00	\$840.00	\$125.00	\$500.00	\$350.00	\$1,400.00	\$250.00	\$1,000.00	\$235.00	\$940.00
Total:					\$15,906.00	Total:	\$14,176.00	Total:	\$19,060.00	Total:	\$17,000.00	Total:	\$18,043.00

Recommended for Award: ABC Home & Commercial Services and Kings Pest Control
Award based on best value.

* The following were deemed Non-Responsive

BellaBugs
BUGCO Pest Control
Cypress Creek Pest Control, Inc.
McD's Pest Services, LLC
Noles Pest Service LLC, dba Pestmaster Services
Packers Sanitation Services, Inc., LTD d/b/a PSSI

PART IV SCOPE OF WORK

1. **INTRODUCTION AND BACKGROUND:** The City of Leander, herein after “the City” seeks a bid from firms experienced in multi-site pest control. The City requires services be provided to 30 facilities totaling more than 184,000 square feet of treatment area. The City reserves the right to multi-award this contract.
2. **SERVICE LOCATIONS:**
 - A. See Attachment A- Bid Sheet for a list of service locations and estimated square footage.
 - B. The City reserves the right to add or remove locations throughout the term of the contract.
 - C. New locations will be priced at the same price as similar sized buildings already on the contract.
 - D. There will be no additional charges permitted for first-time inspections of buildings added to the contract.
3. **SERVICE TYPE:** The Contractor shall provide the services required to adequately suppress vermin, insects, and other pests in the identified buildings. Vermin, insects, and other pests shall include but not be limited to:
 - A. **Standard Service Pests:**
 - i. Roaches
 - ii. Ants, including Carpenter, Sugar, Fire, and Acrobatic
 - iii. Silverfish
 - iv. Water Bugs
 - v. Spiders
 - vi. Stinging Insects
 - vii. Other Anthropoid Insects
 - viii. Scorpions
 - ix. Crickets
 - x. Flying Insects, including bees, wasps, and hornets (includes hive removal)
 - xi. Fleas and Ticks
 - xii. Crawling insects
 - xiii. Mites
 - B. **Specialized Services:** The City recognizes these are less common occurrences in a municipal setting but will require the following pest control services to be a part of the resulting contract in case a need arises.
 - i. Rodents
 - ii. Raccoons and Opossums
 - iii. Birds and Bats
 - iv. Termites
 - v. Bed Bugs
4. **SERVICE REQUIREMENTS:** The Contractor shall-
 - A. Conduct initial inspections of all facilities to identify any existing pest issues and provide a report of findings to the City.
 - B. Implement a pest control plan for each facility, taking into account the specific needs and challenges of each location.
 - C. Develop a firm quarterly treatment schedule for each building and provide a copy to the City's department contact. Inspections will include checks for signs of pest infestations and application of pest control measures.
 - D. Submit detailed, site-specific recommendations for structural and procedural modifications necessary to prevent pests. Copies of all recommendations must be submitted to the department contact.
 - E. Provide monthly bait stations as needed to meet department/facility needs.
 - F. Remove and dispose of any trapped vermin.

- G. Check in with the front desk administrator before performing any work. If the administrator is not available, the Contractor must contact the Contract POC and notify them of on-site arrival.
- H. Dispose of empty containers, unused chemicals, and supplies in accordance with Federal, State, and City regulatory requirements.
- I. Apply granular fire ant control within 50 feet of each facility.

5. CONTRACTOR RESPONSIBILITIES: The Contractor shall-

- A. Furnish all materials, labor, and equipment necessary to provide the specified pest control inspections, treatment, and/or removal of pests.
- B. Respond to call back requests for pest infestations between regularly scheduled inspections. This service **shall not** be considered nor billed as an additional service call or service event.

Contractor must respond to the department contact within twenty-four (24) hours from receipt of request and perform service within 24 hours of the initial notification or as scheduled by the department contact.
- C. Respond to the department contact within 24 hours of receiving a request and be onsite within 48 hours of notification for emergency service.
- D. Obtain written approval from the City for the list of all pesticides to be used under this contract before use.
- E. Provide all necessary personal protective equipment for technicians performing services.
- F. Provide written reports and records of treatment type, location, and frequency within 48 hours of treatment to the Contract POC.
- G. Re-treat any area found to be unsatisfactory at no additional cost to the City.
- H. Comply with all applicable federal, state, and local laws, regulations, and standards related to pest control services.

4. CITY RESPONSIBILITIES: The City will-

- A. Provide access to treatment and inspection locations.
- B. Communicate any health or safety concerns to the pest control company.
- C. Inform the pest control company of any changes to the facilities or pest activity after the initial inspection.
- D. Follow reasonable recommendations from the Contractor for pest prevention between treatments.

City of Leander

Pest Control Bid

We have enclosed our Pest Control Bid for the City of Leander. The bid will state 2 separate annual amounts. The second amount reflects 2 additional buildings and 4 restrooms we currently spray for the city.

Kings Pest Control has been servicing the City of Leander since 2006. We are a family-owned company that has been in business for over 40 years. We service Williamson County and the surrounding areas. We specialize in General Pest Control for both residential and commercial properties. We also handle Termites – pre-construction and post-construction.

It has been our pleasure to serve the City of Leander and we look forward to doing so in the future.

Thank you for your consideration,

Landon King

Owner

Kings Pest Control

512-930-7378

www.kingspest.com

Info@kingspest.com

**ATTACHMENT B
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: S24-005
RESPONDENT'S NAME: Dawn Moore **DATE:** _____

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Leander references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name Round Rock Express
Name of Contact Chris Almandarez
Title of Contact _____
E-Mail Address caimandarez@rrexpress.com
Present Address 3400 E. Palm Valley Blvd
City, State, Zip Code Round Rock, Texas 78665
Telephone Number 512 255 2255 Fax Number: _____

2. Company's Name Don Hewlett Chevrolet-Buick, Inc
Name of Contact Don Hewlett
Title of Contact Owner
E-Mail Address _____
Present Address 300 Commerce Blvd
City, State, Zip Code Georgetown, TX 78626
Telephone Number 512-681-3000 Fax Number: _____

3. Company's Name Embree Construction Co.
Name of Contact Rocky Hardin
Title of Contact CEO/COO
E-Mail Address RHardin@embreegroup.com
Present Address 4747 & 4749 Williams Dr
City, State, Zip Code Georgetown, TX 78633
Telephone Number 512-879-4700 Fax Number: _____

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

N/A

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

Name of Officer

N/A

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

N/A

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

Date

Pesticides Used:

Bifen IT – Outside Spray EPA#53883-118

D-Fense SC – Inside Spray EPA#53883-276

Cotrac Blox – Rodent Bait Boxes EPA#12455-79

Glue Traps/Sticky Boxes – As needed

Attachment A- Bid Sheet
IFB S24-005
Pest Control Services

Special Instructions: All prices must be quoted in order to be considered responsive. Be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below.

1	City Hall	105 N Brushy St	4	Visits	9,395	157.00	\$0.00
2	Adams House	104 N Brushy St.	4	Visits	1,463	100.00	\$0.00
3	Pat Bryson	201 N Brushy St	4	Visits	14,000	117.00	\$0.00
4	Pat Bryson Annex- house behind Pat Bryson	201 N Brushy St	4	Visits	1,716	97.00	\$0.00
5	Mason Conference Room 1-room structure next to PB Annex	201 N Brushy St	4	Visits	748	65.00	\$0.00
6	Parks and Recreation (2 buildings)	406 Municipal Dr.	4	Visits	4,605	100.00	\$0.00
7	Public Works	607 Municipal Dr.	4	Visits	14,874	117.00	\$0.00
8	Police Station	705 Leander Dr.	4	Visits	10374	147.00	\$0.00
9	Records Building (behind police and fire station)	705 Leander Dr.	4	Visits	5,000	100.00	\$0.00
10	Fire Station 3- Admin Building	101 Sonny Dr.	4	Visits	7,379	174.00	\$0.00
11	Library	1011 Bagdad Rd.	4	Visits	22,089	150.00	\$0.00
12	Mason Homestead (house next to library)	1011 Bagdad Rd.	4	Visits	1,803	97.00	\$0.00
13	Concession Stand w/ bathroom areas- Bledsoe Park	601 S Bagdad Rd.	4	Visits	3,153	70.00	\$0.00
14	OTHER Bledsoe Park Bathrooms * Children's Area * Pool	601 S Bagdad Rd.	4	Visits	1,823	70.00	\$0.00
15	NW Booster Pump	610 S Bagdad Rd.	4	Visits	1,152	100.00	\$0.00
16	Waste Water Plant	10101 FM 2243	4	Visits	5,230	100.00	\$0.00
17	Joule Building	10101 FM 2243	4	Visits	4,630	112.00	\$0.00
18	Police Shooting Range Perimeter	10101 FM 2243	4	Visits	1,200	100.00	\$0.00
19	Fire Station 4	10964 E Crystall Falls Dr.	4	Visits	10,741	174.00	\$0.00
20	Crystal Falls Golf Course Club House	3400 Crystal Falls Blvd.	4	Visits	8,295	138.00	\$0.00
21	Fire Station 2	1950 Crystal Falls Pkwy	4	Visits	7,663	174.00	\$0.00
22	Fire Station 1	660 W San Gabriel Pkwy.	4	Visits	12,361	174.00	\$0.00
23	Travisso Plant	2853 Durango Hills	4	Visits	650	100.00	\$0.00
24	Crystal Fall Pump	1404 Wigwam	4	Visits	1,800	112.00	\$0.00
25	NW EST	770 CR 280	4	Visits	1,200	100.00	\$0.00
26	Kauffman EST	209 Kauffman Lp.	4	Visits	1,200	100.00	\$0.00
27	Travisso Booster Pump	4138 Sandorna View	4	Visits	1,300	100.00	\$0.00
28	Fire Station 5	2800 Travisso Pkwy.	4	Visits	12,275	174.00	\$0.00
29	San Gabriel Booster Pump	1014 Azul Lagoon Dr- Contact Doc Blackman to gain access	4	Visits	1,800	100.00	\$0.00
30	Leander Activity Center (pricing is for reference if they need pest control)	11880 Hero Way W, Suite 600	4	Visits	14,400	125.00	\$0.00

Estimated Annual Total: \$14,176.00

Buildings we current Lyspray
 Not Listed Above: quarterly
 Firestation #3 - Admin Building \$160.00
 Firestation #3 - Storage Building \$100.00
 4 park Bathrooms -
 Skate Park, Devine, Disc Golf, Little League
 \$100.00

New
 Annual
 Total
 \$15,176.00
 Page 141 of 248

City of Leander – Pest Control Bid

All Termites are Bid per job

Termite Treatments Done:

4/30/2008

City Hall-we do the Annual Termite Renewal \$280.00

5/08/2008

Police Station-Now Records Building-we do the Annual Termite Renewal \$255.00

Service Call Fee \$75.00

Bees-Meter Boxes \$150.00

Rodent Boxes Small Interior \$15.00 each

Rodent Boxes Large Exterior \$35.00 each

(we currently service & refill approximately 50 rodent boxes outside various buildings)

Buildings not listed that we currently spray:

Fire Station #3 – Admin Building \$160.00

Fire Station #3-Storage Building \$100.00

4 Park Bathrooms \$100.00

(skate park, disc golf, Devine, little league)

Bed Bugs - N/A

Mammalian & Avian - N/A

prices are subject to change annually

I N V O I C E

* Current Billing

KING'S PEST CONTROL, LLC
 603 RIVER BEND DR., STE. A
 GEORGETOWN, TX 78628
 kingspest.com
 512-930-7378 TPCL 0785026

INVOICE: 6929301 QT
 DATE: 12/12/23 08:00a
 ACCOUNT: [REDACTED] LEANDER
 ROUTE: 8 312 X
 8
 GREG HATCHER 0816456

BILL TO
 CITY OF LEANDER
 P.O. BOX 319
 LEANDER, TX 78646

SERVICE TO
 CITY OF LEANDER
 105 NORTH BRUSHY STREET
 LEANDER, TX 78641

512-528-2730 CHERYL-FINANCE 512-69

DESCRIPTION	QTY	PRICE	AMOUNT
CITY HALL-105 N. BRUSHY ST.		157.00	157.00
PAT BRYSON & MUNICIPAL HALL-201 N. BRUSHY ST.		117.00	117.00
PUBLIC WORKS-607 MUNICIPAL DR.		117.00	117.00
LIBRARY -1011 BAGDAD RD		150.00	150.00
CONCESSION STAND-BLED SOE PARK-601 S. BAGDAD		70.00	70.00
ADAMS HOUSE-104 N. BRUSHY ST.		100.00	100.00
FIRE STATION #2-1950 CRYSTAL FALLS PKWY		174.00	174.00
PARKS & RECREATION-2 BLDGS-406 MUNICIPAL DR.		100.00	100.00
POLICE STATION-607 LEANDER DR.		147.00	147.00
4 BTHRMS-SKTE PRK, DISC GLF, DEVINE, LITTLE LEAG		100.00	100.00

YOU CAN PAY YOUR INVOICE ON OUR WEBSITE-KINGSPEST.COM

Bifen I/T .02% EPA#53883-118	Termidor HE .125% EPA#7969-329			
D-Fense SC.03% EPA#53883-276	Termidor Foam.005% EPA#499-563			
BorActin Powder EPA#73079-4	Bora Care EPA#64405-1			
Contrac Blox.005% EPA#12455-79	Dominion 2L EPA#53883-229			
Bifen L/P Gran.2% EPA#53883-124	Maxforce FC .01% EPA#432-1259			
Extinguish Plus EPA#2724-496	Maxforce Ant Bait.03% EPA#432-1506			
Fuse Foam EPA#53883-462	Onslaught Fastcap.125% EPA#1021-2574			
Taurus SC.06% EPA#53883-279	P.I..5% EPA#499-444			
D-Fense NXT EPA#53883-415	Tekko Pro 1oz/gal EPA#53883-335			
=====				
Kitchen	Baseboards	Perimeter/Underneath		
Bathroom	Cupboards	Lawn/Ornamental		
Garage	Attic-Dust	Broadcast		
TARGET PESTS	Roach	Ant	Spider	Scorpion

Termite Renewals are limited to accessible areas only & do not provide for damage, replacement or repairs

We are licensed & regulated by: Tx Dept of Agriculture, P.O.Box 12847 Austin, TX 78711-2847, 866-918-4481 Fax 888-232-2567.

Consumer information sheet available upon request.

Technician _____ Customer _____

THANKS FOR YOUR BUSINESS!

I N V O I C E

KING'S PEST CONTROL, LLC
603 RIVER BEND DR., STE. A
GEORGETOWN, TX 78628
kingspest.com
512-930-7378

TPCL 0785026

INVOICE: 6929301 QT
DATE: 12/12/23 08:00a
ACCOUNT: [REDACTED] LEANDER
ROUTE: 8 312 X
8
GREG HATCHER 0816456

BILL TO
CITY OF LEANDER
P.O. BOX 319
LEANDER, TX 78646

SERVICE TO
CITY OF LEANDER
105 NORTH BRUSHY STREET
LEANDER, TX 78641

512-528-2730 CHERYL-FINANCE 512-69

DESCRIPTION	QTY	PRICE	AMOUNT
RECORDS BLDG BEHIND POLICE STATION		100.00	100.00
FIRE STATION # 3- 101 E.SONNY DRIVE		174.00	174.00
MASON HOUSE-1011 BAGDAD RD (SM HM NEAR LIBRAR		97.00	97.00
WASTE WATER PLANT-10101 FM 2243		100.00	100.00
JOULE BUILDING-10101 RM 2243		112.00	112.00
FIRE STATION #4 - 10964 E CRYSTAL PKWY		174.00	174.00
FIRE STATION #1-660 W. SAN GABRIEL PKWAY		174.00	174.00
TRAVISO PLNT-2853 DURANGO HILLS-		100.00	100.00
CRYSTAL FALLS PUMP-1404 WIGWAM		112.00	112.00
NW BOOSTER PUMP-610 S. BAGDAD		100.00	100.00

YOU CAN PAY YOUR INVOICE ON OUR WEBSITE-KINGSPEST.COM

Bifen I/T .02% EPA#53883-118	Termidor HE .125% EPA#7969-329
D-Fense SC.03% EPA#53883-276	Termidor Foam.005% EPA#499-563
BorActin Powder EPA#73079-4	Bora Care EPA#64405-1
Contrac Blox.005% EPA#12455-79	Dominion 2L EPA#53883-229
Bifen L/P Gran.2% EPA#53883-124	Maxforce FC .01% EPA#432-1259
Extinguish Plus EPA#2724-496	Maxforce Ant Bait.03% EPA#432-1506
Fuse Foam EPA#53883-462	Onslaught Fastcap.125% EPA#1021-2574
Taurus SC.06% EPA#53883-279	P.I..5% EPA#499-444
D-Fense NXT EPA#53883-415	Tekko Pro 1oz/gal EPA#53883-335

Kitchen	Baseboards	Perimeter/Underneath
Bathroom	Cupboards	Lawn/Ornamental
Garage	Attic-Dust	Broadcast

TARGET PESTS Roach Ant Spider Scorpion

Termite Renewals are limited to accessible areas only & do not provide for damage, replacement or repairs

We are licensed & regulated by:Tx Dept of Agriculture,P.O.Box 12847 Austin,TX 78711-2847, 866-918-4481 Fax 888-232-2567.

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Technician _____ Customer _____

THANKS FOR YOUR BUSINESS!

I N V O I C E

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BILL TO
CITY OF LEANDER
P.O. BOX 319
LEANDER, TX 78646

SERVICE TO
CITY OF LEANDER
105 NORTH BRUSHY STREET
LEANDER, TX 78641

512-528-2730 CHERYL-FINANCE 512-69

DESCRIPTION	QTY	PRICE	AMOUNT
NW EST-770 CR 280		100.00	100.00
KAUFFMAN EST-209 KAUFFMAN LOOP		100.00	100.00
TRAVISSO BOOSTER PUMP-4138 SANDORNA VIEW		100.00	100.00
FIRE STATION #5 - 2800 TRAVISSO PARKWAY		174.00	174.00
FIRE STATION #3 - ADMIN BUILDING		160.00	160.00
FIRE STATION #3 - STORAGE BUILDING		100.00	100.00
POLICE ST-10201 RANCH RD 2243-FIRING RANGE		100.00	100.00
SAN GABRIEL BOOSTER PUMP STATION		100.00	100.00

YOU CAN PAY YOUR INVOICE ON OUR WEBSITE-KINGSPEST.COM

Bifen I/T .02% EPA#53883-118	Termidor HE .125% EPA#7969-329			
D-Fense SC.03% EPA#53883-276	Termidor Foam.005% EPA#499-563			
BorActin Powder EPA#73079-4	Bora Care EPA#64405-1			
Contrac Blox.005% EPA#12455-79	Dominion 2L EPA#53883-229			
Bifen L/P Gran.2% EPA#53883-124	Maxforce FC .01% EPA#432-1259			
Extinguish Plus EPA#2724-496	Maxforce Ant Bait.03% EPA#432-1506			
Fuse Foam EPA#53883-462	Onslaught Fastcap.125% EPA#1021-2574			
Taurus SC.06% EPA#53883-279	P.I..5% EPA#499-444			
D-Fense NXT EPA#53883-415	Tekko Pro 1oz/gal EPA#53883-335			
=====				
Kitchen	Baseboards	Perimeter/Underneath		
Bathroom	Cupboards	Lawn/Ornamental		
Garage	Attic-Dust	Broadcast		
TARGET PESTS	Roach	Ant	Spider	Scorpion

Termite Renewals are limited to accessible areas only & do not provide for damage, replacement or repairs

We are licensed & regulated by:Tx Dept of Agriculture,P.O.Box 12847 Austin,TX 78711-2847, 866-918-4481 Fax 888-232-2567.
Consumer information sheet available upon request.

Technician _____ Customer _____

THANKS FOR YOUR BUSINESS!

I N V O I C E

KING'S PEST CONTROL, LLC
 603 RIVER BEND DR., STE. A
 GEORGETOWN, TX 78628
 kingspest.com
 512-930-7378 TPCL 0785026

INVOICE: 6929301 QT
 DATE: 12/12/23 08:00a
 ACCOUNT: [REDACTED] LEANDER
 ROUTE: 8 312 X
 8
 GREG HATCHER 0816456

BILL TO
 CITY OF LEANDER
 P.O. BOX 319
 LEANDER, TX 78646

SERVICE TO
 CITY OF LEANDER
 105 NORTH BRUSHY STREET
 LEANDER, TX 78641

512-528-2730 CHERYL-FINANCE 512-69

DESCRIPTION	QTY	PRICE	AMOUNT
		SUBTOTAL	3,409.00
		PREVIOUS BALANCE	0.00
		TOTAL DUE	3,409.00

YOU CAN PAY YOUR INVOICE ON OUR WEBSITE-KINGSPEST.COM

Bifen I/T .02% EPA#53883-118	Termidor HE .125% EPA#7969-329			
D-Fense SC.03% EPA#53883-276	Termidor Foam.005% EPA#499-563			
BorActin Powder EPA#73079-4	Bora Care EPA#64405-1			
Contrac Blox.005% EPA#12455-79	Dominion 2L EPA#53883-229			
Bifen L/P Gran.2% EPA#53883-124	Maxforce FC .01% EPA#432-1259			
Extinguish Plus EPA#2724-496	Maxforce Ant Bait.03% EPA#432-1506			
Fuse Foam EPA#53883-462	Onslaught Fastcap.125% EPA#1021-2574			
Taurus SC.06% EPA#53883-279	P.I..5% EPA#499-444			
D-Fense NXT EPA#53883-415	Tekko Pro 1oz/gal EPA#53883-335			
=====				
Kitchen	Baseboards	Perimeter/Underneath		
Bathroom	Cupboards	Lawn/Ornamental		
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 Consumer information sheet available upon request.

Technician _____ Customer _____

THANKS FOR YOUR BUSINESS!

No.	Location	Address (Zip - 78641)	ABC Pest Control	
			quarterly	annually
1	City Hall	105 N Brushy St	\$172.50	\$690.00
2	Adams House	104 N Brushy St.	\$133.50	\$534.00
3	Pat Bryson	201 N Brushy St	\$225.00	\$900.00
4	Pat Bryson Annex- house behind Pat Bryson	201 N Brushy St	\$0.00	\$0.00
5	Mason Conference Room 1-room structure next to PB Annex	201 N Brushy St	\$0.00	\$0.00
11	Library	1011 Bagdad Rd.	\$240.00	\$960.00
12	Mason Homestead (house next to library)	1011 Bagdad Rd.	\$136.50	\$546.00
13	Concession Stand w/ bathroom areas- Bledsoe Park	601 S Bagdad Rd.	\$150.00	\$600.00
14	OTHER Bledsoe Park Bathrooms * Children's Area * Pool	601 S Bagdad Rd.	\$0.00	\$0.00
15	NW Booster Pump	610 S Bagdad Rd.	\$60.00	\$240.00
17	Joule Building	10101 FM 2243	\$165.00	\$660.00
18	Police Shooting Range Perimeter	10101 FM 2243	\$0.00	\$0.00
20	Crystal Falls Golf Course Club House	3400 Crystal Falls Blvd.	\$187.50	\$750.00
23	Travisso Plant	2853 Durango Hills	\$89.00	\$356.00
24	Crystal Fall Pump	1404 Wigwam	\$60.00	\$240.00
25	NW EST	770 CR 280	\$50.00	\$200.00
26	Kauffman EST	209 Kauffman Lp.	\$50.00	\$200.00
				\$6,876.00

plus Contingency \$2,500.00

\$9,376.00 annually

\$46,880.00

No.	Location	Address (Zip - 78641)	King Pest Control	
			quarterly	annually
6	Parks and Recreation (2 buildings)	406 Municipal Dr.	\$100.00	\$400.00
7	Public Works	607 Municipal Dr.	\$117.00	\$468.00
8	Police Station	705 Leander Dr.	\$147.00	\$588.00
9	Records Building (behind police and fire station)	705 Leander Dr.	\$100.00	\$400.00
10	Fire Station 3- Admin Building	101 Sonny Dr.	\$174.00	\$696.00
16	Waste Water Plant	10101 FM 2243	\$100.00	\$400.00
19	Fire Station 4	10964 E Crystall Falls Dr.	\$174.00	\$696.00
21	Fire Station 2	1950 Crystal Falls Pkwy	\$174.00	\$696.00
22	Fire Station 1	660 W San Gabriel Pkwy.	\$174.00	\$696.00
27	Travisso Booster Pump	4138 Sandorna View	\$100.00	\$400.00
28	Fire Station 5	2800 Travisso Pkwy.	\$174.00	\$696.00
29	San Gabriel Booster Pump	1014 Azul Lagoon Dr- Contact Doc Blackman to gain access	\$100.00	\$400.00
*	Park Bathrooms- Skate Park, Devine Park, Disc Golf, & Little League	11880 Hero Way W, Suite 600	\$100.00	\$400.00

\$6,936.00

plus Contingency \$2,500.00

\$9,436.00

annually

\$47,180.00



EXECUTIVE SUMMARY
3/21/2024

AGENDA SUBJECT:

Approval of an Ordinance confirming, ratifying, and approving the adoption of the updated Roadway Service Area Map; amending Article 12.08 of the Code of Ordinances to provide for adjustments to Roadway Service Areas due to annexation; providing for annotation of the official Roadway Service Area Map.

BACKGROUND:

The City Council adopted updates to the Roadway Impact Fee Study that included an update to the Roadway Services Area Map on January 4, 2024 adopted by minute resolution. This ordinance ratifies and confirms the adoption of the updated Roadway Service Area map by ordinance. The ordinance further provides that the Roadway Service Area Map may be updated by ordinance to adjust the map to include newly annexed areas when it is determined that doing so does not materially change the land use assumptions or the capital improvement plan in a way that would materially affect the roadway impact fee calculation per V.C.T.A. Local Government Code 395. The ordinance further provides for annotation of the Roadway Service Area Map to identify the latest version of the official map with the Ordinance Number and date of adoption.

HISTORY/TIMELINE:

04/01/2021 Comprehensive Plan Adopted
05/01/2021 Transportation Master Plan Adopted
07/07/2022 City Council Meeting adopting Roadway Impact Fees
01/04/2024 Roadway Impact Fee Study Update

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Att 1 Roadway Service Area Map Ordinance Ratifying

2. Att 2 Service Areas Map Updated

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS; CONFIRMING, RATIFYING, AND APPROVING THE ADOPTION OF AN UPDATED ROADWAY SERVICE AREA MAP; AMENDING ARTICLE 12.08 OF THE CODE OF ORDINANCES TO PROVIDE FOR ADJUSTMENTS TO ROADWAY SERVICE AREAS DUE TO ANNEXATION; PROVIDING FOR ANNOTATION OF THE OFFICIAL ROADWAY SERVICE AREA MAP; PROVIDING OPEN MEETING AND EFFECTIVE DATE PROVISIONS; AND PROVIDING FOR RELATED MATTERS

WHEREAS, the City Council of the City of Leander, Texas (the “City”), adopted Article 12.08 of the Code of Ordinances (the “Code”) establishing roadway impact fees; and

WHEREAS, the City Council approved an update to the Roadway Service Area map on January 4, 2024 and wishes to memorialize, confirm, ratify, and approve such adoption by this Ordinance; and

WHEREAS, the City Council further wishes to amend Article 12.08 to provide for updates to the roadway service area map due to annexations; and

WHEREAS, the City Council wish to provide for annotation of the official roadway service area map;

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

Section 1. Findings of Fact. The findings and recitations set out hereinabove are 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. Updated Roadway Service Area Map Adopted. The roadway service area map adopted by the City Council on January 4, 2024, attached hereto as Exhibit “A” and incorporated herein for all purposes is hereby confirmed, ratified, and approved. The map shall be identified by the ordinance number adopting the map and the date of Council action adopting the map. The official map shall be maintained in the office of the City Secretary.

Section 3. Annotation of Official Map. Section 12.08.004(a) of the Code is hereby amended in its entirety to read as follows:

- (a) The city is hereby divided into five roadway service areas as shown on the official roadway service area map. The official roadway service area map, which, together with all explanatory matter thereon, is hereby adopted by reference and

declared to be a part of this article. The map shall be identified by the ordinance number adopting the map and the date of adoption. The official map shall be maintained in the office of the City Secretary.

Section 4. Adjustment of Service Area Map Due to Annexations. Section 12.08.004 of the Code is hereby amended to add subsection (d) to read as follows:

- (d) Adjustments to service areas due to annexations that are determined not to materially change the land use assumptions or the capital improvement plan in a way that would materially affect the roadway impact fee calculation per V.C.T.A. Local Government Code 395 may be updated in the official roadway service area map by ordinance of Council after annexation is completed.

Section 5. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting roadway impact fees within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

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

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

Section 8. 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 this 21st day of March, 2024.

Attest:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



Service Areas

2022 Roadway Impact Fee Study

December 2023





0 0.5 1 2 Mile

Kimley»Horn

This is to certify that this is official roadway service area map referred to in Article 12.08 of the Code of Ordinance, City of Leander, Texas.

Service Areas

-  A
-  B
-  C
-  D
-  E

-  Thoroughfares
-  Future Thoroughfares
-  Local Roads
-  Railroad
-  Stream Centerline
-  FEMA 100-Year Flood Risk Zone



EXECUTIVE SUMMARY
3/21/2024

AGENDA SUBJECT:

Receive a presentation from Williamson County regarding the Hero Way (RM 2243) expansion project and other transportation updates.

BACKGROUND:

There are multiple Williamson County 2019 and 2023 voter-approved road bond projects within Precinct 2 that will affect Leander roadways in the near future. In particular, the Hero Way (RM 2243) expansion project is a part of Williamson County's Long-Range Transportation Plan and is funded through a 2019 voter-approved road bond. The project will alleviate congestion and provide safety improvements by adding lanes to increase capacity, realigning and straightening curves along the roadway, and improving accommodations for pedestrians and cyclists.

The first phase of Hero Way (RM 2243) expansion project construction will include a three-lane road from 183A to Garey Park, which follows Hero Way from 183A to Ronald Reagan Boulevard and is on a new alignment from Ronald Reagan Boulevard to Garey Park. This single frontage road would serve two-way traffic until the other frontage road is built in a future phase. Additional phases of the project would be developed as growth warrants and funding becomes available.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Cynthia Long, County Commissioner

Fiscal Impact

Attachments:

1. Williamson County Transportation Update

Transportation Update

For

Leander City Council

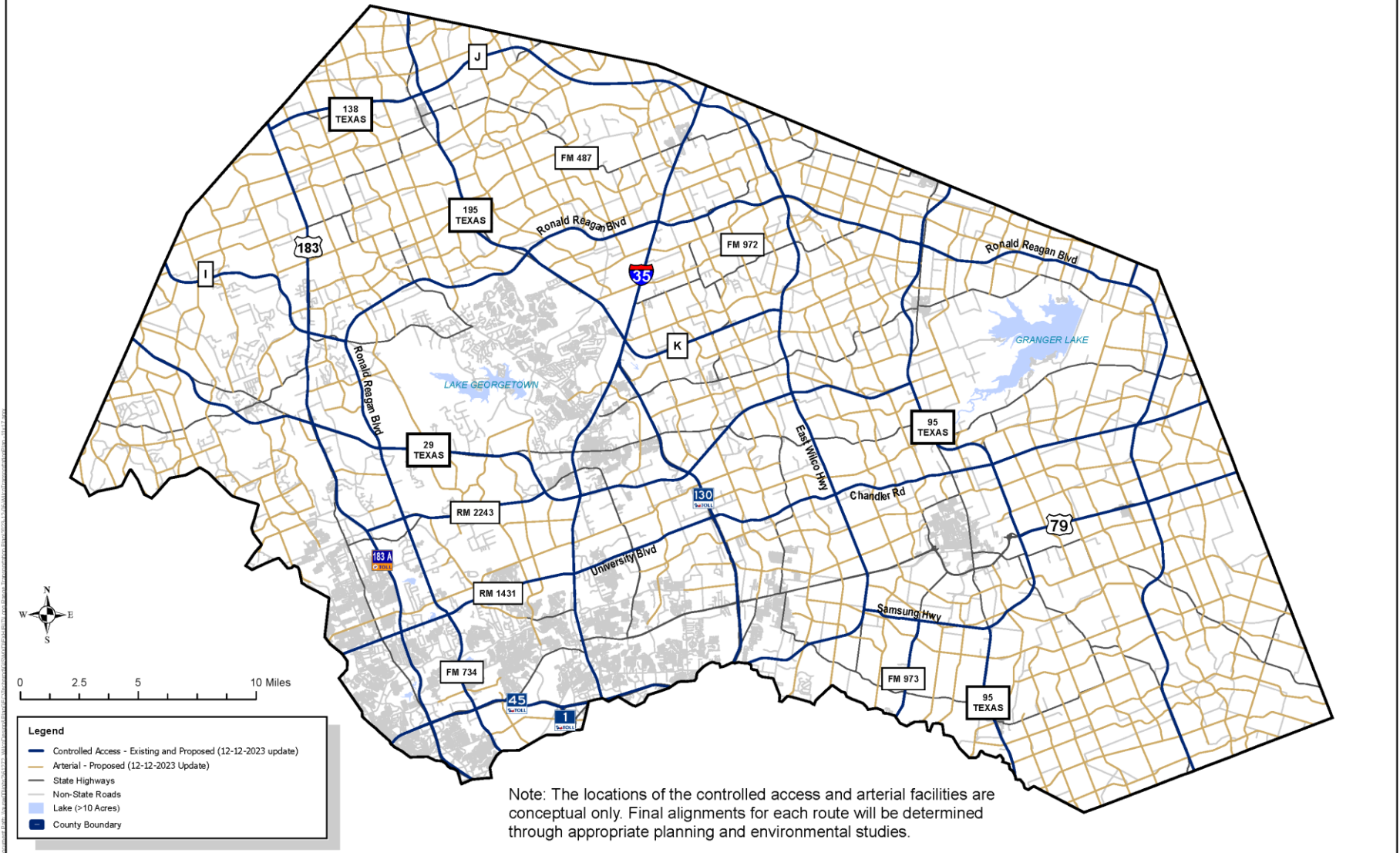
March 21, 2024



Williamson County Transportation Plan

Revision date : 12/12/2023

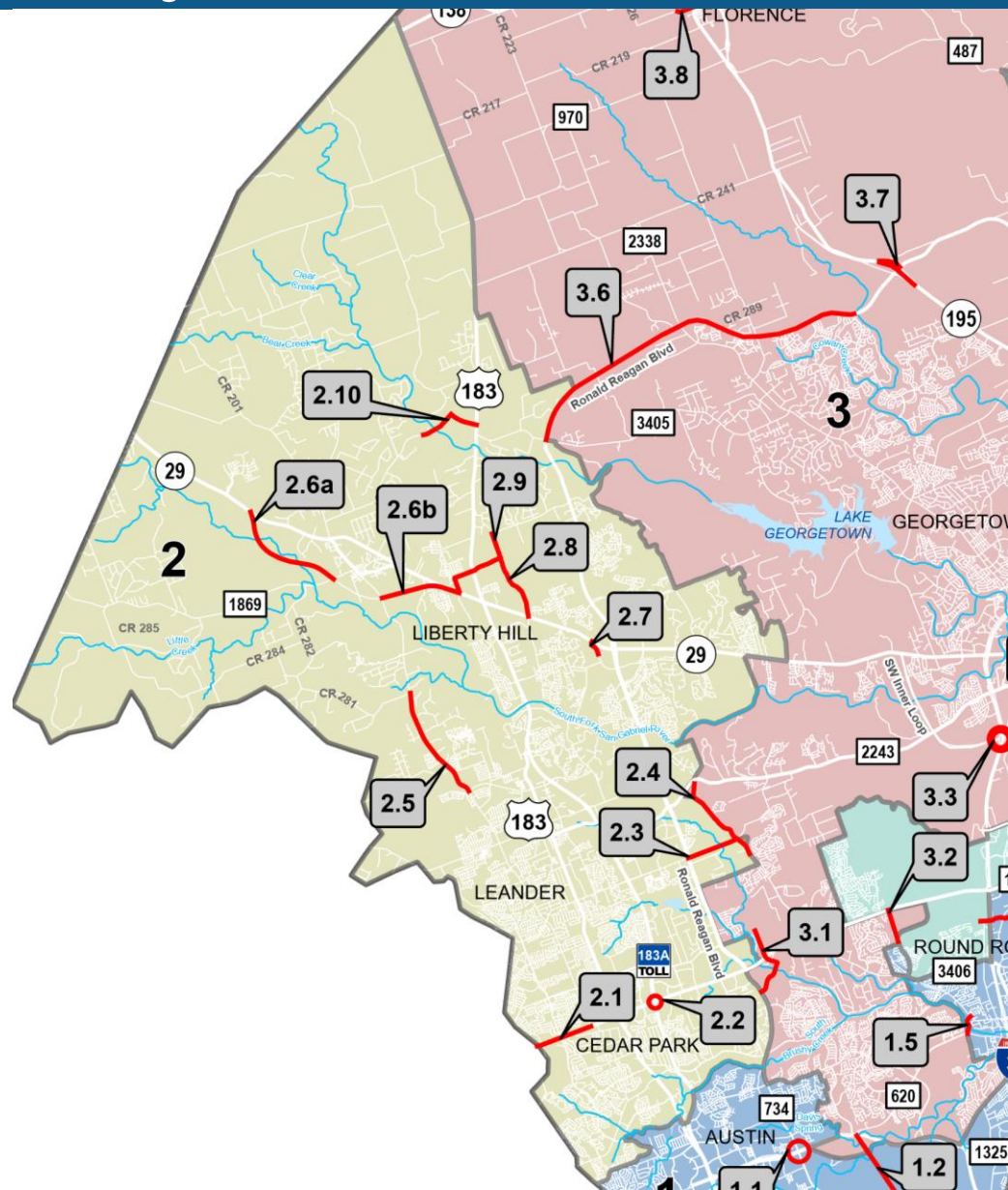
Williamson County Transportation Plan



2023 Bond Projects

Projects in Precinct 2

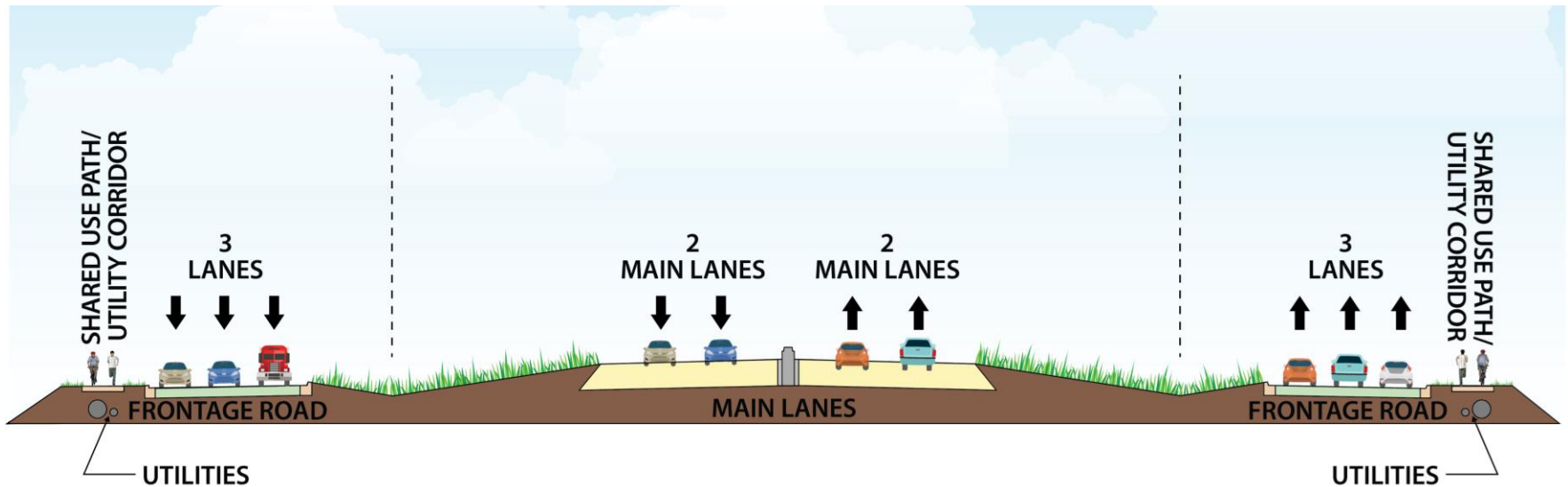
- 2.1 Whitestone Boulevard
- 2.2 RM 1431 at 183A Intersection
- 2.3 Crystal Falls Parkway
- 2.4 CR 175
- 2.5 Bagdad Road
- 2.6a/b Liberty Hill Bypass
- 2.7 Kauffman Loop
- 2.8 Seward Junction Loop
- 2.9 CR 258
- 2.10 CR 214
- 3.6 Ronald Reagan Boulevard Widening



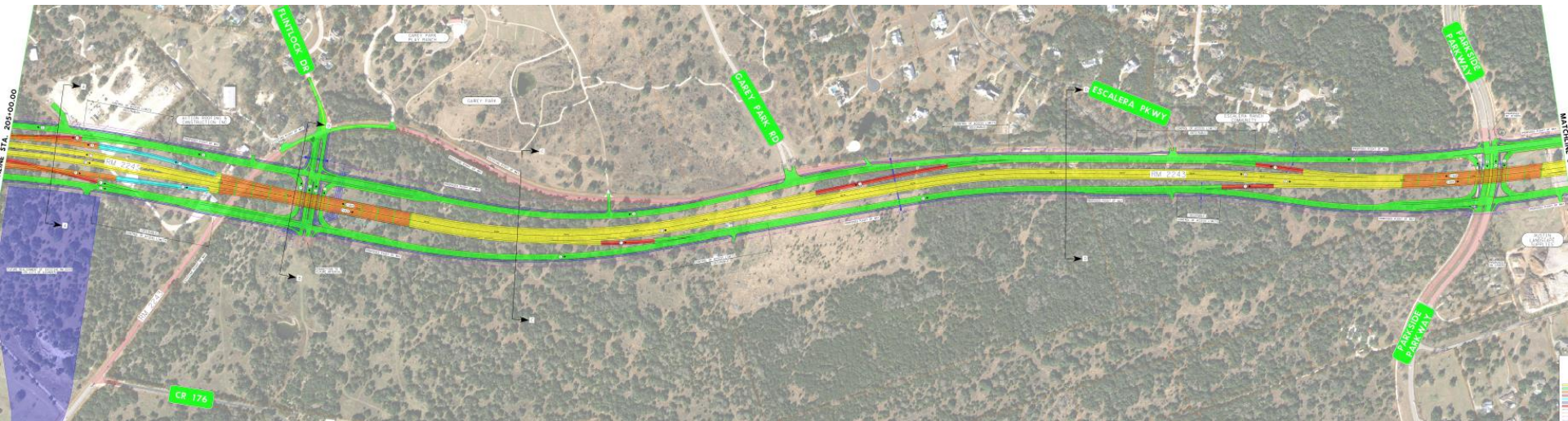
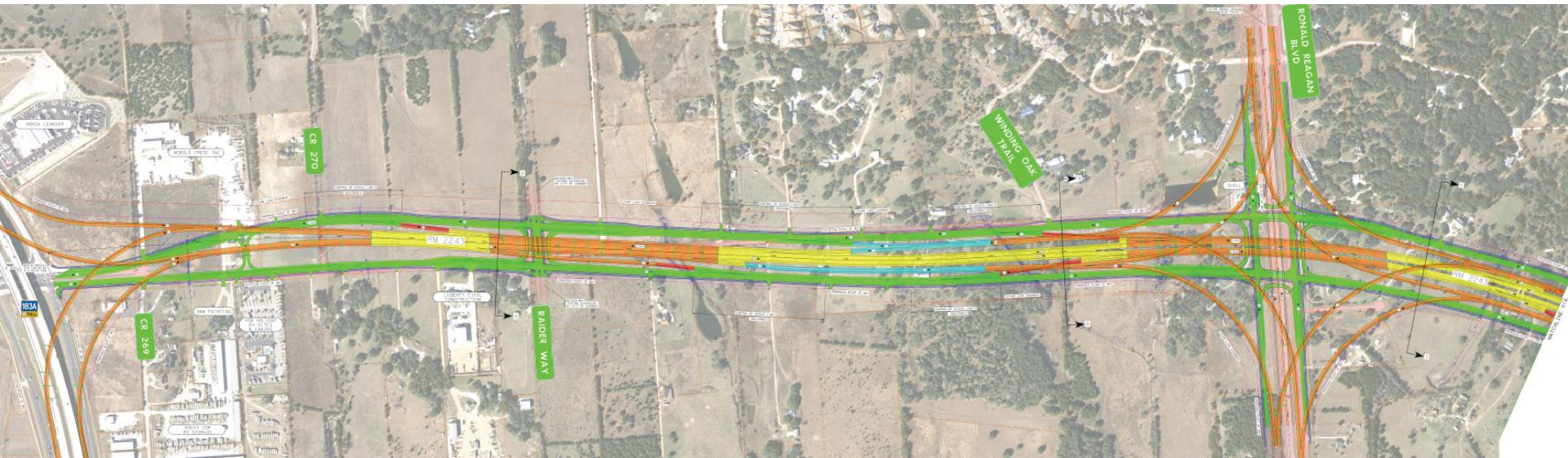
Project Map - Ultimate



Ultimate Project - Typical Section



Ultimate Project - Schematic



Ultimate Project - Schematic



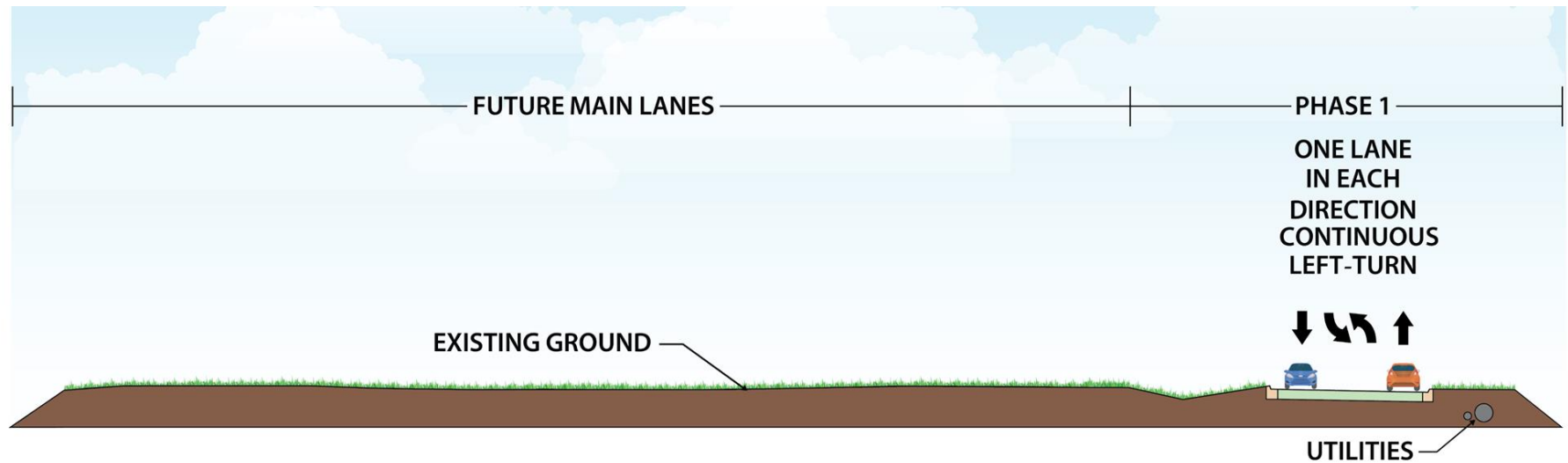
Ultimate Project - Details

- Ultimate Project: 183A to SW Bypass (approx. 8 miles)
- Environmental Clearance: May 2024
- Project Goals:
 - Improve safety along RM 2243
 - Improve east-west mobility
 - Preserve right of way footprint
- Project to be constructed in multiple phases based upon demand and available funding

Project Map - Phase 1A



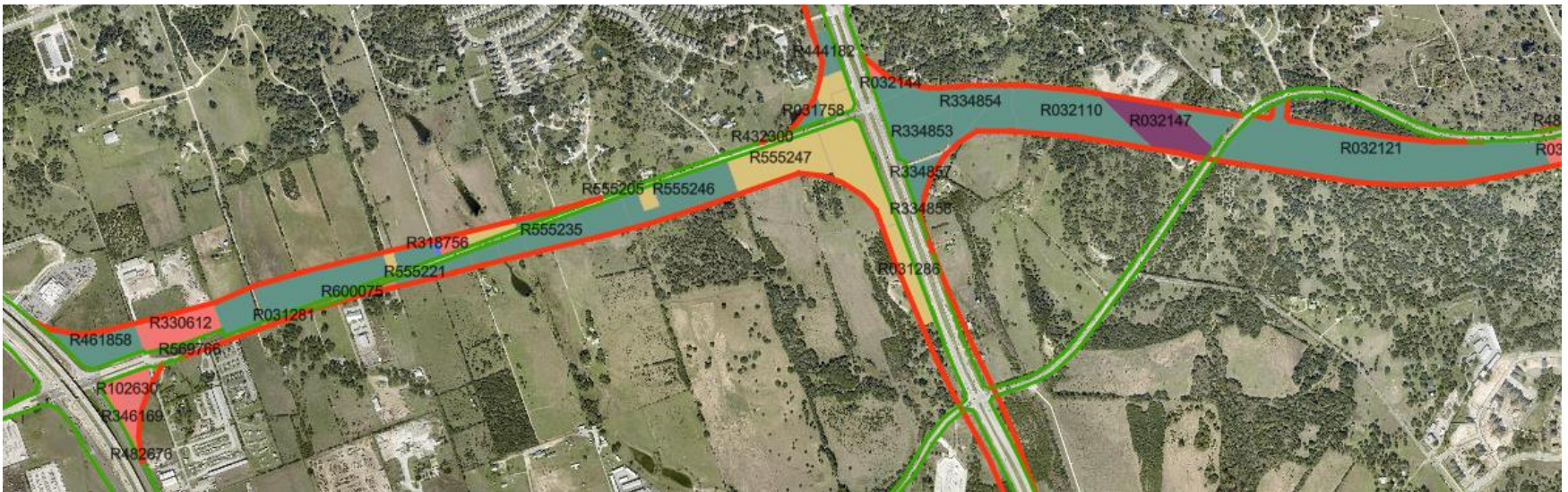
Phase 1A - Typical Section



- Phase 1A limits: 183A to Garey Park
 - One lane in each direction with center turn lane
 - Immediate safety improvements
 - Removes sharp curves between CR 175 intersection and Garey Park entrance
 - Center turn lane reduces rear-end and head-on collisions
 - Shoulder provides refuge for distressed vehicles
- Construction anticipated to begin Fall 2024 and be complete in Summer 2026.

Phase 1A - Right of Way

- Phase 1A limits: 183A to Garey Park
 - 57 parcels to be acquired
 - 48 parcels closed/pending



- Phase 1A Construction Costs:
 - 2019 estimated costs
 - Construction and Utilities \$15 M
 - ROW \$32 M
 - 2021 estimated costs
 - Construction and Utilities \$16 M
 - ROW \$48 M
 - 2023 estimated costs
 - Construction and Utilities \$22 M
 - ROW \$70 M

- Phase 1A Construction Costs:
 - 2024 estimated costs
 - Construction and Utilities \$36.9 M
 - Total ROW Cost **\$85 M**
 - \$67 M spent to date on ROW



EXECUTIVE SUMMARY
3/21/2024

AGENDA SUBJECT:

Discuss and consider action on the Second Reading of an Ordinance Travisso Voluntary Annexation Case A-23-0010 regarding the voluntary annexation of 8.04 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels 459396, 459397, 459398, 467190, 467189, and 467188; and generally located approximately 1,200 feet to the north of the intersection of Buck Run and RM 1431 on the east side of Buck Run, Leander, Travis County, Texas.

BACKGROUND:

A resolution was adopted on February 15, 2024 and commenced the voluntary annexation of 8.04 acres $\pm$ as described above. The resolution sets the public hearing for March 7, 2024 and the readings of the ordinance for March 7, 2024 and March 21, 2024.

This property was previously within the City of Cedar Park's ETJ. On November 8, 2023, the City of Cedar Park released the property from their ETJ per a petition submitted by the property owner. Approval of this item does not approve the annexation.

HISTORY/TIMELINE:

02/15/2024 City Council Approved Annexation Resolution

03/07/2024 City Council, 1st Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Travisso, LTD (Brad Garner)

RECOMMENDATION:

Staff recommends approval. The City Council approved the annexation request during the March 7, 2024 meeting, and requested additional details regarding the timing of the extension of Osage Drive. Staff has confirmed that this extension will be part of the next phase of development.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. A-23-0010 Annexation Resolution
2. A-23-0010 Location Map with Thoroughfare - Travisso Voluntary Annexation
3. A-23-0010 Annexation Schedule
4. A-23-0010 Annexation Ordinance

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 8.04 ACRES, MORE OR LESS, OF LAND LOCATED IN TRAVIS COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owners of certain property located within Travis 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 into the City, and the draft service plan shown in **Exhibit B**, are hereby accepted:

8.04 acre tract, situated in the B.F. Davis Survey, Section No. 73, Abstract No. 2280, in the Hampton Survey IA Hampton Survey, Section No. 56, Abstract No. 2682 and out of the C.G. Settle Survey, Section No. 632, Abstract No. 2201, being out of a remnant portion of a called 2144.875 acre tract conveyed to Travisso, Ltd., recorded in Document No. 2013056181 of the Official Public Records of Travis County, Texas.

A public hearing has been set for the date of the 7th day of March, 2024. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, **Exhibit A** shall control.

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

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

PASSED AND APPROVED this the ____ day of _____, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS

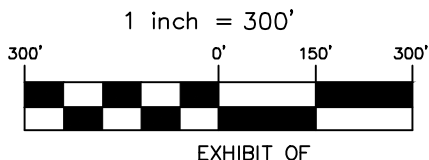
Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

SUBJECT PROPERTY DESCRIPTION

(see attached)



B.F. DAVIS
SECTION NO. 73
ABSTRACT No. 2280

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

APPROXIMATE CITY
LIMITS OF CEDAR PARK

8.04 ACRES

A REMNANT PORTION OF A
CALLED 2144.875 ACRE TRACT
OWNER: TRAVISSO, LTD.
DOC. NO. 2013056181
(O.P.R.T.C.)

IA HAMPTON
SURVEY
SECTION NO. 56
ABSTRACT No. 2682

APPROXIMATE CITY
LIMITS OF CEDAR PARK

APPROXIMATE CITY
LIMITS OF LEANDER

LEGEND:

O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF
TRAVIS COUNTY, TEXAS
P.R.T.C. PLAT RECORDS OF TRAVIS
COUNTY TEXAS
P.O.B. POINT OF BEGINNING
FD. FOUND
I.R. IRON ROD
VOL. VOLUME
PG. PAGE
DOC. NO. DOCUMENT NUMBER
● FOUND IRON ROD (AS NOTED)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

P.O.B.
FD. ½" I.R.

L17

FD. ½" I.R.

L2

FD. I.R.(SENDERO)

L3

L4

FD. ½" I.R.

L5

FD. ½" I.R.

L6

FD. ½" I.R.

L7

FD. ½" I.R.

L8

FD. I.R.(SENDERO)

L9

FD. ½" I.R.

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FD. ½" I.R.

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FD. ½" I.R.

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FD. ½" I.R.

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FD. I.R.(SENDERO)

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FD. ½" I.R.

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FD. I.R.(SENDERO)

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FD. ½" I.R.

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FD. ½" I.R.

L12

L13

L14

L15

L16

L17

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C1

FD. ½" I.R.

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FD. ½" I.R.

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L5

L6

L7

Date: Aug 18, 2023, 6:27am User ID: vzurcher
 File: H:\Survey\Civil\50892-87\Exhibits\EX50892-87_8.04Ac_Annexation_R1.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L1	S42°30'05"W	139.98'
L2	S22°44'16"E	110.12'
L3	S00°04'35"W	558.69'
L4	S03°31'32"W	68.26'
L5	S11°16'04"W	100.09'
L6	S20°43'48"W	99.96'
L7	S30°17'36"W	100.11'
L8	S39°48'26"W	100.02'
L9	S46°57'39"W	48.65'
L10	S49°02'19"W	320.75'
L11	N52°54'00"W	124.58'
L12	N35°55'44"E	248.14'
L13	S50°09'16"E	55.01'
L14	N58°31'44"E	208.41'
L15	N10°10'44"E	200.02'
L16	N00°08'16"W	601.12'
L17	N61°04'44"E	336.31'

EXHIBIT OF

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	237.82'	36°45'09"	N37°01'40"W	149.95'	152.55'



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

AUGUST 18, 2023

JOB No.:

SHEET 2 OF 2

50892-87

FIELD NOTES
FOR ANNEXATION TRACT

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING A PORTION OF BUCK RUN, A 60-FOOT RIGHT OF WAY, AND BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSEO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 8.04 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod found at the northwest terminus of Whitetail Pass, a 50-foot right-of-way recorded in Cross Creek Phase One, a subdivision according to the plat recorded in Volume 65, Page 76 of the Plat Records of Travis County, Texas, said point being the north corner of said Cross Creek Phase One, same being an angle point in the southeast boundary line of said 2144.875-acre tract for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE departing the southwest right-of-way line of said Whitetail Pass, with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One the following nine (9) courses and distances:

1. **S 42°30'05" W**, a distance of **139.98 feet** to a ½" iron rod found for an angle point hereof,
2. **S 22°44'16" E**, a distance of **110.12 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof,
3. **S 00°04'35" W**, a distance of **558.69 feet** to a ½" iron rod found for an angle point hereof,
4. **S 03°31'32" W**, a distance of **68.26 feet** to a ½" iron rod found for an angle point hereof,
5. **S 11°16'04" W**, a distance of **100.09 feet** to a ½" iron rod found for an angle point hereof,
6. **S 20°43'48" W**, a distance of **99.96 feet** to a ½" iron rod found for an angle point hereof,
7. **S 30°17'36" W**, a distance of **100.11 feet** to a ½" iron rod found for an angle point hereof,
8. **S 39°48'26" W**, a distance of **100.02 feet** to a ½" iron rod found for an angle point hereof, and
9. **S 46°57'39" W**, a distance of **48.65 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof, and

THENCE S 49°02'19" W, continuing with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One, and, in part, with the northwest terminus of Buck Run, a 60-foot right-of-way, a distance of **320.75 feet** to a ½" iron rod found on a point of curvature in an east boundary line of said 2144.875-acre tract, same being the northwest terminus of said Buck Run;

THENCE along the arc of a curve to the left, departing the west right-of-way line of said Buck Run, through the interior of said 2144.875-acre tract, said curve having a **radius of 237.82 feet**, a **central angle of 36°45'09"**, a **chord bearing and distance of N 37°01'40" W, 149.95 feet**, for an **arc length of 152.55 feet** to a calculated point of tangency hereof;

THENCE continuing through the interior of said 2144.875-acre tract the following seven (7) courses and distances:

1. **N 52°54'00" W**, a distance of **124.58 feet** to a calculated point for the westernmost corner hereof,
2. **N 35°55'44" E**, a distance of **248.14 feet** to a calculated angle point hereof,
3. **S 50°09'16" E**, a distance of **55.01 feet** to a calculated angle point hereof,
4. **N 58°31'44" E**, a distance of **208.41 feet** to a calculated angle point hereof,
5. **N 10°10'44" E**, a distance of **200.02 feet** to a calculated angle point hereof,
6. **N 00°08'16" W**, a distance of **601.12 feet** to a calculated point for the northwest corner hereof, and
7. **N 61°04'44" E**, a distance of **336.31 feet** to the **POINT OF BEGINNING** and containing 8.04 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50892-87 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 18, 2023
JOB No.: 50892-87
DOC.ID.: H:\Survey\CIVIL\50892-87\Exhibits\
Word\FN50892-87_8.04Ac_Annexation_R1.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



Exhibit B
Service Agreement
[SEE ATTACHED]

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

**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 Travis 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 described as follows:

8.04 acre tract, situated in the B.F. Davis Survey, Section No. 73, Abstract No. 2280, in the Hampton Survey IA Hampton Survey, Section No. 56, Abstract No. 2682 and out of the C.G. Settle Survey, Section No. 632, Abstract No. 2201, being out of a remnant portion of a called 2144.875 acre tract conveyed to Travisso, Ltd., recorded in Document No. 2013056181 of the Official Public Records of Travis 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 ____ day of _____ 20____, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioners:

By: 
Name: B. MARK BERMAN
Title: VICE PRESIDENT

FOR TRAVISSO, LTD.
BY: TMC TRAVISSO GP, LLC
IT'S: GENERAL PARTNER

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

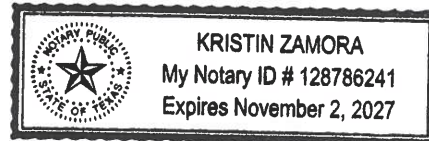
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared B. Mark Berman, Vice President, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged 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 17 day of January 2024.

(SEAL)

Kristin Zamora

Notary Public - State of Texas



STATE OF TEXAS §
 §
COUNTY OF _____ §

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

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

(SEAL)

Notary Public - State of Texas

Exhibit A
SERVICE AGREEMENT
(SEE ATTACHED)

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 Trivisso, Ltd. ("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:

- (2) **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:

2. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

(2) 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:

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

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

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

- (2) 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;

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

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

(iii) The outer boundaries of the Subject Property abut existing roadways. The Landowners agree 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 ____ day of _____, 20__.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Isaac Turner, III, City Manager

LANDOWNER(S): TRAVISSO, LTD.
BY: TMC TRAVISSO GP, LLC
IT'S: GENERAL PARTNER

BY: Name (print): B. MARK BERMAN



Title: VICE PRESIDENT

Date: 1/17/24

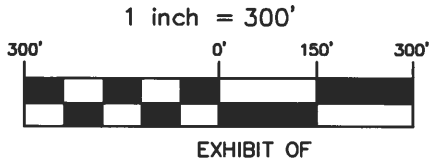
Name (print):

Title:

Date:

Subject Property

(see attached)



B.F. DAVIS
SECTION NO. 73
ABSTRACT No. 2280

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

APPROXIMATE CITY
LIMITS OF CEDAR PARK

8.04 ACRES

A REMNANT PORTION OF A
CALLED 2144.875 ACRE TRACT
OWNER: TRAVISSO, LTD.
DOC. NO. 2013056181
(O.P.R.T.C.)

IA HAMPTON
SURVEY
SECTION NO. 56
ABSTRACT No. 2682

APPROXIMATE CITY
LIMITS OF CEDAR PARK

APPROXIMATE CITY
LIMITS OF LEANDER

LEGEND:

O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF
TRAVIS COUNTY, TEXAS
P.R.T.C. PLAT RECORDS OF TRAVIS
COUNTY TEXAS
P.O.B. POINT OF BEGINNING
FD. FOUND
I.R. IRON ROD
VOL. VOLUME
PG. PAGE
DOC. NO. DOCUMENT NUMBER
FOUND IRON ROD (AS NOTED)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

P.O.B.
FD. ½" I.R.

FD. ½" I.R.

FD. I.R.(SENDERO)

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. I.R.(SENDERO)

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

WHITETAIL PASS
(A CALLED 50-FOOT RIGHT OF WAY)
CROSS CREEK PHASE ONE
VOL. 65, PG. 76 (P.R.T.C.)

CROSS CREEK PHASE ONE
VOL. 65, PG. 76 (P.R.T.C.)

C.G. SETTLE
SURVEY
SECTION NO. 632
ABSTRACT No. 2201

BUCK RUN
(A 60-FOOT RIGHT OF WAY)

F.M. 1431
(A VARIABLE WIDTH
RIGHT OF WAY)



SHEET 1 OF 2

JOB No.: 50892-87

AUGUST 18, 2023

LINE TABLE		
LINE	BEARING	LENGTH
L1	S42°30'05"W	139.98'
L2	S22°44'16"E	110.12'
L3	S00°04'35"W	558.69'
L4	S03°31'32"W	68.26'
L5	S11°16'04"W	100.09'
L6	S20°43'48"W	99.96'
L7	S30°17'36"W	100.11'
L8	S39°48'26"W	100.02'
L9	S46°57'39"W	48.65'
L10	S49°02'19"W	320.75'
L11	N52°54'00"W	124.58'
L12	N35°55'44"E	248.14'
L13	S50°09'16"E	55.01'
L14	N58°31'44"E	208.41'
L15	N10°10'44"E	200.02'
L16	N00°08'16"W	601.12'
L17	N61°04'44"E	336.31'

EXHIBIT OF

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	237.82'	36°45'09"	N37°01'40"W	149.95'	152.55'



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78758 | 512.454.8711
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10029801

AUGUST 18, 2023

JOB No.:

50892-87

SHEET 2 OF 2

FIELD NOTES
FOR ANNEXATION TRACT

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING A PORTION OF BUCK RUN, A 60-FOOT RIGHT OF WAY, AND BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 8.04 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod found at the northwest terminus of Whitetail Pass, a 50-foot right-of-way recorded in Cross Creek Phase One, a subdivision according to the plat recorded in Volume 65, Page 76 of the Plat Records of Travis County, Texas, said point being the north corner of said Cross Creek Phase One, same being an angle point in the southeast boundary line of said 2144.875-acre tract for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE departing the southwest right-of-way line of said Whitetail Pass, with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One the following nine (9) courses and distances:

1. **S 42°30'05" W**, a distance of **139.98 feet** to a ½" iron rod found for an angle point hereof,
2. **S 22°44'16" E**, a distance of **110.12 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof,
3. **S 00°04'35" W**, a distance of **558.69 feet** to a ½" iron rod found for an angle point hereof,
4. **S 03°31'32" W**, a distance of **68.26 feet** to a ½" iron rod found for an angle point hereof,
5. **S 11°16'04" W**, a distance of **100.09 feet** to a ½" iron rod found for an angle point hereof,
6. **S 20°43'48" W**, a distance of **99.96 feet** to a ½" iron rod found for an angle point hereof,
7. **S 30°17'36" W**, a distance of **100.11 feet** to a ½" iron rod found for an angle point hereof,
8. **S 39°48'26" W**, a distance of **100.02 feet** to a ½" iron rod found for an angle point hereof, and
9. **S 46°57'39" W**, a distance of **48.65 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof, and

THENCE S 49°02'19" W, continuing with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One, and, in part, with the northwest terminus of Buck Run, a 60-foot right-of-way, a distance of **320.75 feet** to a ½" iron rod found on a point of curvature in an east boundary line of said 2144.875-acre tract, same being the northwest terminus of said Buck Run;

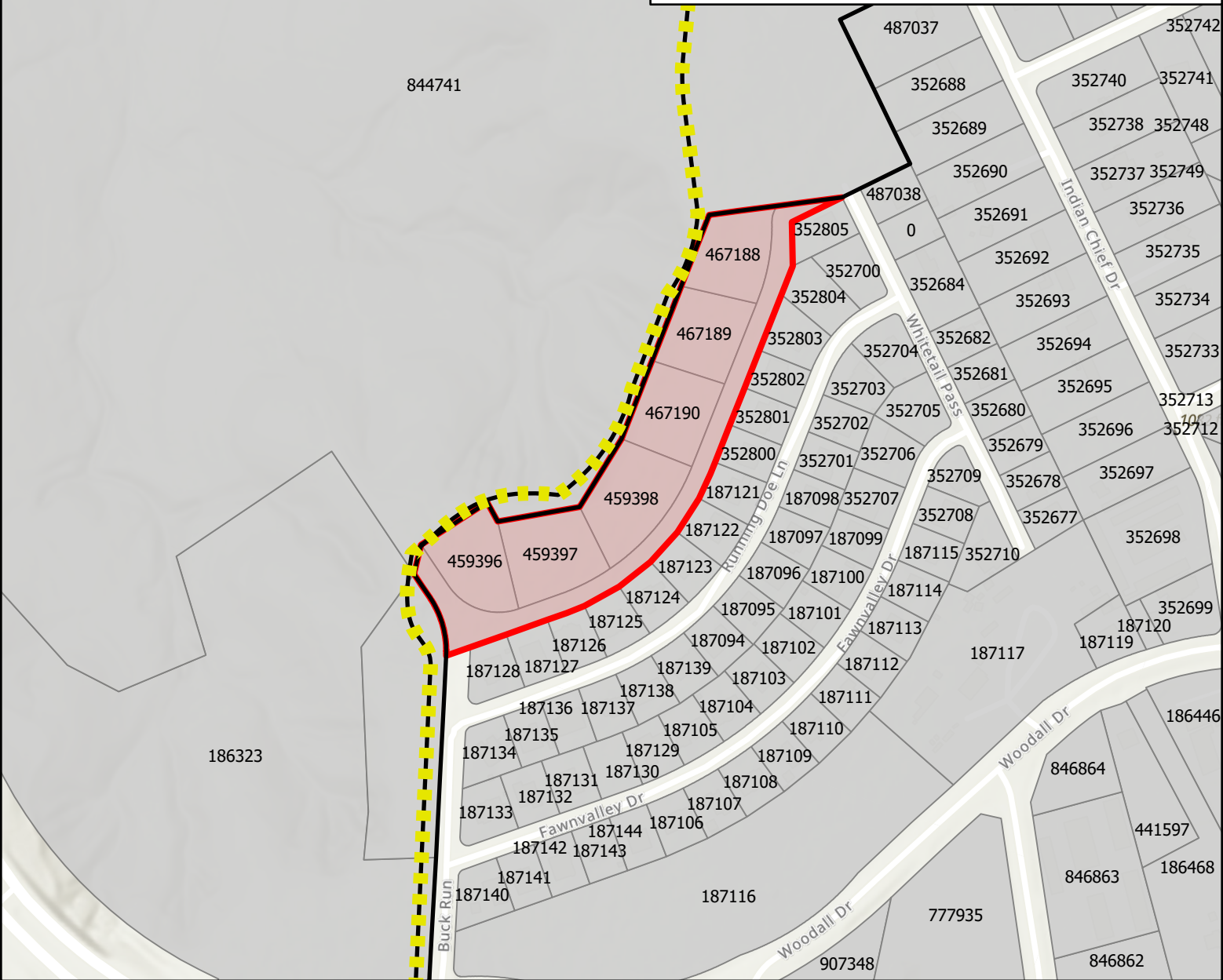
THENCE along the arc of a curve to the left, departing the west right-of-way line of said Buck Run, through the interior of said 2144.875-acre tract, said curve having a **radius of 237.82 feet**, a **central angle of 36°45'09"**, a **chord bearing and distance of N 37°01'40" W, 149.95 feet**, for an **arc length of 152.55 feet** to a calculated point of tangency hereof;

THENCE continuing through the interior of said 2144.875-acre tract the following seven (7) courses and distances:

1. **N 52°54'00" W**, a distance of **124.58 feet** to a calculated point for the westernmost corner hereof,
2. **N 35°55'44" E**, a distance of **248.14 feet** to a calculated angle point hereof,
3. **S 50°09'16" E**, a distance of **55.01 feet** to a calculated angle point hereof,
4. **N 58°31'44" E**, a distance of **208.41 feet** to a calculated angle point hereof,
5. **N 10°10'44" E**, a distance of **200.02 feet** to a calculated angle point hereof,
6. **N 00°08'16" W**, a distance of **601.12 feet** to a calculated point for the northwest corner hereof, and
7. **N 61°04'44" E**, a distance of **336.31 feet** to the **POINT OF BEGINNING** and containing 8.04 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50892-87 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 18, 2023
JOB No.: 50892-87
DOC.ID.: H:\Survey\CIVIL\50892-87\Exhibits\
Word\FN50892-87_8.04Ac_Annexation_R1.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



**TRAVISSO VOLUNTAARY ANNEXATION**

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.

Schedule for Voluntary Annexation 8.04 +/- ACRES IN TRAVIS COUNTY

[illegible]

Thursday, March 21, 2024 Or at a special called meeting after the First Reading; Or within 90 days of First Reading. Tuesday March 12, 2024 – Council packet deadline	SECOND & FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	Williamson County ESD No. 5: Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable 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.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 8.04 ACRES OF LAND, MORE OR LESS, LOCATED IN TRAVIS COUNTY 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:

8.04 acre tract, situated in the B.F. Davis Survey, Section No. 73, Abstract No. 2280, in the Hampton Survey IA Hampton Survey, Section No. 56, Abstract No. 2682 and out of the C.G. Settle Survey, Section No. 632, Abstract No. 2201, being out of a remnant portion of a called 2144.875 acre tract conveyed to Travisso, Ltd., recorded in Document No. 2013056181 of the Official Public Records of Travis County, Texas. being more particularly described in **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 7th day of March, 2024.

FINALLY PASSED AND APPROVED on this 21st day of March, 2024.

ATTEST:

CITY OF LEANDER, TEXAS

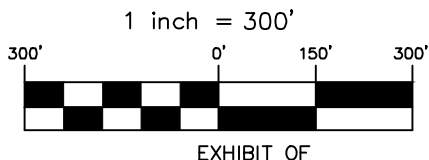
Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

PROPERTY DESCRIPTION

[SEE ATTACHED]



B.F. DAVIS
SECTION NO. 73
ABSTRACT No. 2280

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

APPROXIMATE CITY
LIMITS OF CEDAR PARK

8.04 ACRES

A REMNANT PORTION OF A
CALLED 2144.875 ACRE TRACT
OWNER: TRAVISSO, LTD.
DOC. NO. 2013056181
(O.P.R.T.C.)

IA HAMPTON
SURVEY
SECTION NO. 56
ABSTRACT No. 2682

APPROXIMATE CITY
LIMITS OF CEDAR PARK

APPROXIMATE CITY
LIMITS OF LEANDER

LEGEND:

O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF
TRAVIS COUNTY, TEXAS
P.R.T.C. PLAT RECORDS OF TRAVIS
COUNTY TEXAS
P.O.B. POINT OF BEGINNING
FD. FOUND
I.R. IRON ROD
VOL. VOLUME
PG. PAGE
DOC. NO. DOCUMENT NUMBER
● FOUND IRON ROD (AS NOTED)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

P.O.B.
FD. 1/2" I.R.

L17

FD. 1/2" I.R.

L2

FD. I.R.(SENDERO)

L3

L4

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Date: Aug 18, 2023, 6:27am User ID: vzurcher
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AUGUST 18, 2023

JOB No.:

SHEET 2 OF 2

50892-87

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BEGINNING at a ½" iron rod found at the northwest terminus of Whitetail Pass, a 50-foot right-of-way recorded in Cross Creek Phase One, a subdivision according to the plat recorded in Volume 65, Page 76 of the Plat Records of Travis County, Texas, said point being the north corner of said Cross Creek Phase One, same being an angle point in the southeast boundary line of said 2144.875-acre tract for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE departing the southwest right-of-way line of said Whitetail Pass, with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One the following nine (9) courses and distances:

1. **S 42°30'05" W**, a distance of **139.98 feet** to a ½" iron rod found for an angle point hereof,
2. **S 22°44'16" E**, a distance of **110.12 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof,
3. **S 00°04'35" W**, a distance of **558.69 feet** to a ½" iron rod found for an angle point hereof,
4. **S 03°31'32" W**, a distance of **68.26 feet** to a ½" iron rod found for an angle point hereof,
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6. **S 20°43'48" W**, a distance of **99.96 feet** to a ½" iron rod found for an angle point hereof,
7. **S 30°17'36" W**, a distance of **100.11 feet** to a ½" iron rod found for an angle point hereof,
8. **S 39°48'26" W**, a distance of **100.02 feet** to a ½" iron rod found for an angle point hereof, and
9. **S 46°57'39" W**, a distance of **48.65 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof, and

THENCE S 49°02'19" W, continuing with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One, and, in part, with the northwest terminus of Buck Run, a 60-foot right-of-way, a distance of **320.75 feet** to a ½" iron rod found on a point of curvature in an east boundary line of said 2144.875-acre tract, same being the northwest terminus of said Buck Run;

THENCE along the arc of a curve to the left, departing the west right-of-way line of said Buck Run, through the interior of said 2144.875-acre tract, said curve having a **radius of 237.82 feet**, a **central angle of 36°45'09"**, a **chord bearing and distance of N 37°01'40" W, 149.95 feet**, for an **arc length of 152.55 feet** to a calculated point of tangency hereof;

THENCE continuing through the interior of said 2144.875-acre tract the following seven (7) courses and distances:

1. **N 52°54'00" W**, a distance of **124.58 feet** to a calculated point for the westernmost corner hereof,
2. **N 35°55'44" E**, a distance of **248.14 feet** to a calculated angle point hereof,
3. **S 50°09'16" E**, a distance of **55.01 feet** to a calculated angle point hereof,
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5. **N 10°10'44" E**, a distance of **200.02 feet** to a calculated angle point hereof,
6. **N 00°08'16" W**, a distance of **601.12 feet** to a calculated point for the northwest corner hereof, and
7. **N 61°04'44" E**, a distance of **336.31 feet** to the **POINT OF BEGINNING** and containing 8.04 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50892-87 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 18, 2023
JOB No.: 50892-87
DOC.ID.: H:\Survey\CIVIL\50892-87\Exhibits\
Word\FN50892-87_8.04Ac_Annexation_R1.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



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

[Insert executed 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 Trivisso, Ltd. ("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:

- (2) **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:

2. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

(2) 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:

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

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

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

- (2) 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;

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

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

(iii) The outer boundaries of the Subject Property abut existing roadways. The Landowners agree 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 ____ day of _____, 20__.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Isaac Turner, III, City Manager

LANDOWNER(S): TRAVISSO, LTD.
BY: TMC TRAVISSO GP, LLC
IT'S: GENERAL PARTNER

BY: Name (print): B. MARK BERMAN



Title: VICE PRESIDENT

Date: 1/17/24

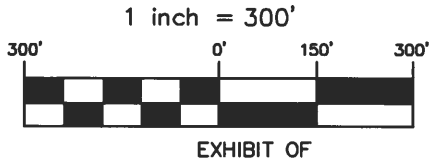
Name (print):

Title:

Date:

Subject Property

(see attached)



B.F. DAVIS
SECTION NO. 73
ABSTRACT No. 2280

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

APPROXIMATE CITY
LIMITS OF CEDAR PARK

8.04 ACRES

A REMNANT PORTION OF A
CALLED 2144.875 ACRE TRACT
OWNER: TRAVISSO, LTD.
DOC. NO. 2013056181
(O.P.R.T.C.)

IA HAMPTON
SURVEY
SECTION NO. 56
ABSTRACT No. 2682

APPROXIMATE CITY
LIMITS OF CEDAR PARK

APPROXIMATE CITY
LIMITS OF LEANDER

LEGEND:

O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF
TRAVIS COUNTY, TEXAS
P.R.T.C. PLAT RECORDS OF TRAVIS
COUNTY TEXAS
P.O.B. POINT OF BEGINNING
FD. FOUND
I.R. IRON ROD
VOL. VOLUME
PG. PAGE
DOC. NO. DOCUMENT NUMBER
FOUND IRON ROD (AS NOTED)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

P.O.B.
FD. ½" I.R.

FD. ½" I.R.

FD. I.R.(SENDERO)

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. I.R.(SENDERO)

FD. ½" I.R.

CROSS CREEK PHASE ONE
VOL. 65, PG. 76 (P.R.T.C.)

C.G. SETTLE
SURVEY
SECTION NO. 632
ABSTRACT No. 2201

WHITETAIL PASS
(A CALLED 50-FOOT RIGHT OF WAY)
VOL. 65, PG. 76 (P.R.T.C.)

BUCK RUN
(A 60-FOOT RIGHT OF WAY)

F.M. 1431
(A VARIABLE WIDTH
RIGHT OF WAY)



SHEET 1 OF 2

JOB No.: 50892-87

AUGUST 18, 2023

Date: Aug 18, 2023 6:27am User ID: vzurcher
 File: H:\Survey\Civil\50892-87\Exhibits\50892-87_8.04a_Annexation_P1.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L1	S42°30'05"W	139.98'
L2	S22°44'16"E	110.12'
L3	S00°04'35"W	558.69'
L4	S03°31'32"W	68.26'
L5	S11°16'04"W	100.09'
L6	S20°43'48"W	99.96'
L7	S30°17'36"W	100.11'
L8	S39°48'26"W	100.02'
L9	S46°57'39"W	48.65'
L10	S49°02'19"W	320.75'
L11	N52°54'00"W	124.58'
L12	N35°55'44"E	248.14'
L13	S50°09'16"E	55.01'
L14	N58°31'44"E	208.41'
L15	N10°10'44"E	200.02'
L16	N00°08'16"W	601.12'
L17	N61°04'44"E	336.31'

EXHIBIT OF

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	237.82'	36°45'09"	N37°01'40"W	149.95'	152.55'



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78758 | 512.454.8711
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10029801

AUGUST 18, 2023

JOB No.:

50892-87

SHEET 2 OF 2

FIELD NOTES
FOR ANNEXATION TRACT

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING A PORTION OF BUCK RUN, A 60-FOOT RIGHT OF WAY, AND BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 8.04 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod found at the northwest terminus of Whitetail Pass, a 50-foot right-of-way recorded in Cross Creek Phase One, a subdivision according to the plat recorded in Volume 65, Page 76 of the Plat Records of Travis County, Texas, said point being the north corner of said Cross Creek Phase One, same being an angle point in the southeast boundary line of said 2144.875-acre tract for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE departing the southwest right-of-way line of said Whitetail Pass, with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One the following nine (9) courses and distances:

1. **S 42°30'05" W**, a distance of **139.98 feet** to a ½" iron rod found for an angle point hereof,
2. **S 22°44'16" E**, a distance of **110.12 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof,
3. **S 00°04'35" W**, a distance of **558.69 feet** to a ½" iron rod found for an angle point hereof,
4. **S 03°31'32" W**, a distance of **68.26 feet** to a ½" iron rod found for an angle point hereof,
5. **S 11°16'04" W**, a distance of **100.09 feet** to a ½" iron rod found for an angle point hereof,
6. **S 20°43'48" W**, a distance of **99.96 feet** to a ½" iron rod found for an angle point hereof,
7. **S 30°17'36" W**, a distance of **100.11 feet** to a ½" iron rod found for an angle point hereof,
8. **S 39°48'26" W**, a distance of **100.02 feet** to a ½" iron rod found for an angle point hereof, and
9. **S 46°57'39" W**, a distance of **48.65 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof, and

THENCE S 49°02'19" W, continuing with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One, and, in part, with the northwest terminus of Buck Run, a 60-foot right-of-way, a distance of **320.75 feet** to a ½" iron rod found on a point of curvature in an east boundary line of said 2144.875-acre tract, same being the northwest terminus of said Buck Run;

THENCE along the arc of a curve to the left, departing the west right-of-way line of said Buck Run, through the interior of said 2144.875-acre tract, said curve having a **radius of 237.82 feet**, a **central angle of 36°45'09"**, a **chord bearing and distance of N 37°01'40" W, 149.95 feet**, for an **arc length of 152.55 feet** to a calculated point of tangency hereof;

THENCE continuing through the interior of said 2144.875-acre tract the following seven (7) courses and distances:

1. **N 52°54'00" W**, a distance of **124.58 feet** to a calculated point for the westernmost corner hereof,
2. **N 35°55'44" E**, a distance of **248.14 feet** to a calculated angle point hereof,
3. **S 50°09'16" E**, a distance of **55.01 feet** to a calculated angle point hereof,
4. **N 58°31'44" E**, a distance of **208.41 feet** to a calculated angle point hereof,
5. **N 10°10'44" E**, a distance of **200.02 feet** to a calculated angle point hereof,
6. **N 00°08'16" W**, a distance of **601.12 feet** to a calculated point for the northwest corner hereof, and
7. **N 61°04'44" E**, a distance of **336.31 feet** to the **POINT OF BEGINNING** and containing 8.04 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50892-87 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 18, 2023
JOB No.: 50892-87
DOC.ID.: H:\Survey\CIVIL\50892-87\Exhibits\
Word\FN50892-87_8.04Ac_Annexation_R1.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01





EXECUTIVE SUMMARY
3/21/2024

AGENDA SUBJECT:

Discuss and consider action on the Second Reading of an Ordinance regarding Zoning Case Z-23-0095 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Spillars Project Minor PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one (1) parcel of land approximately 1.574 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R086306; and located to the east of the intersection of Tulum Terrace and US 183, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. Staff recommends approval of the zone change. The Planning & Zoning Commission recommended approval of the request with the condition that bars/night clubs and vape shops are added as prohibited uses during the February 8, 2024 meeting with a 5 to 1 vote (Commissioner Calame opposing).

HISTORY/TIMELINE:

09/22/2005 TOD/PUD approved
02/08/2024 Planning & Zoning Commission, 1st Public Hearing
03/07/2024 City Council, 2nd Public Hearing

APPLICANT/AGENT:

SKB Architecture and Design (Stuart M. Alderman) on behalf of Spillar Project, LLC (John Spillar)

RECOMMENDATION:

The City Council approved the request with a 6 to 1 vote during the March 7, 2024 meeting.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Z-23-0095 Att 1 Planning Analysis - Spillars Project Minor PUD
2. Z-23-0095 Att 2 Current Zoning Map - Spillars Project Minor PUD

3. Z-23-0095 Att 3 Future Land Use Map - Spillars Project Minor PUD
4. Z-23-0095 Att 4 Notification Map - Spillars Project Minor PUD
5. Z-23-0095 Att 5 Proposed Zoning Map - Spillars Project Minor PUD
6. Z-23-0095 Att 6 Aerial Map - Spillars Project Minor PUD
7. Z-23-0095 Att 7 Spillars Minor PUD Notes
8. Z-23-0095 Att 8 Letter of Intent - Spillars Project Minor PUD
9. Z-23-0095 Att 9 Neighborhood Outreach - Spillars Project Minor PUD
10. Z-23-0095 Att 10 Ordinance - Spillars Project Minor PUD
11. Z-23-0095 Att 11 02-08-2024 P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-23-0095 SPILLARS PROJECT MINOR PUD

GENERAL INFORMATION

Owner/Agent: SKB Architecture and Design (Stuart M. Alderman) on behalf of Spillar Project, LLC (John Spillar).

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

Proposed Zoning: Spillars Project Minor PUD (Planned Unit Development) with a base zoning district of: GC-2-A (General Commercial)

Size and Location: The property is located to the east of the intersection of Tulum Terrace and US 183, Leander, Williamson County, Texas, including approximately 1.574 acres.

Staff Contact: Jason Pho
Assistant Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to establish the base zoning district of GC-2-A (General Commercial) for the development of a one-story retail project.

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

The City Council approved an amendment to the Transit Oriented Development District on 03/05/2020 to allow property owners the option to remove their property from the SmartCode and develop under the Composite Zoning Ordinance. The establishment of a base zoning is the first step in the development process for properties zoned Conventional Development.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	PUD-HC, CD	Vacant
EAST	CD	Industrial, Vacant

SOUTH	CD	Vacant
WEST	PUD-GC, TOD/PUD-CD, PUD-SF	Vacant, Industrial, Enclave at Maya Vista Subdivision (Single-Family),

SURROUNDING AREA:

This property is located north of Tulum Terrace and south of Heritage Grove Road. To the west of the site is vacant land, The Enclave at Maya Vista Subdivision, and a cement plant. To the east of the site is vacant land and another concrete supplier. Toward the north and south of the site is vacant land.

PHYSICAL AND NATURAL FEATURES:

This property is not located within the floodplain. The existing trees on site will be reviewed during development and are subject to the mitigation requirements.

PROPERTY HISTORY:

This property annexed into the City of Leander on 11/6/2002.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 05-Z-006 approved a zone change to TOD/PUD-CD (Transit Oriented Development/Planning Unit Development – Conventional Development Sector) on 09/22/2005.

MAJOR CORRIDORS:

This property has access onto US 183.

TRANSPORTATION PLAN REQUIREMENTS:

This property includes a future expansion of US 183.

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
US 183	Arterial	Commercial	126' ROW 6 Lanes 10' sidewalk

SUBDIVISIONS:

No subdivision cases were previously submitted for this property.

CURRENT LAND USES:

This property is currently vacant.

EXISTING UTILITIES:

This property has access to water along Tulum Terrace in the Enclave at Maya Vista Subdivision, located approximately 150 feet west of the property, as shown in Figure 1. The extension of this waterline would require a bore. For wastewater, a 12" gravity main is located along Tulum Terrace, as shown in Figure 2.



Figure 1 – Water System



Figure 2 - Wastewater System

CURRENT LAND USES:

This property is currently vacant.

PROPOSED ZONING DISTRICT:**USE COMPONENT****GC – GENERAL COMMERCIAL:**

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

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

SITE COMPONENT**TYPE 2:**

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

Intent:

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

- (6) Compliance with Type 1 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE A:

Features: 5 or more architectural features.

Intent:

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

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.

Applicable Future Land Use categories

MULTI-USE CORRIDOR

- The Multi-Use Corridor future development category is intended for mixed-use areas to be developed at a higher density/intensity and with uses not primarily supported in Neighborhood Residential. These areas are intended to provide for a mix of both commercial and residential uses that are not integrated into neighborhoods but maintain a seamless, compatible transition between residential and commercial uses.

Multi-Use Corridors are not intended for strip commercial nor are they expected to be predominantly commercial. These corridors have been identified as opportunity areas for businesses and daily services, high-intensity residential such as townhouses, civic and employment uses, but also traditional single-family neighborhoods where streets access these corridors. These areas are intended to be developed with an auto-oriented character, which means vehicles and parking areas are a primary visual characteristic from the street. Access management is recommended to maintain safe traffic movement along these streets. Appropriate bufferyards are required to ensure compatibility with adjacent Neighborhood Residential. 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:**DEVELOPMENT MEETING**

A development meeting was held with Staff on 08/07/2023. No changes were made to the project since the development meeting was held.

No ordinance changes occurred following the development meeting which may have impacted this project.

NOTIFICATION

- 01/12/2024 - Public Notice on Hill Country News
- 01/24/2024 - Mail Notification to Property Owners within 200'
- 01/24/2024 - Public Hearing Signage Posted on Property
- 02/08/2024 - Planning and Zoning Commission Public Hearing
- 03/07/2024 - City Council Public Hearing & First Reading of the Ordinance
- 03/21/2024 - City Council Second & Final Reading of the Ordinance

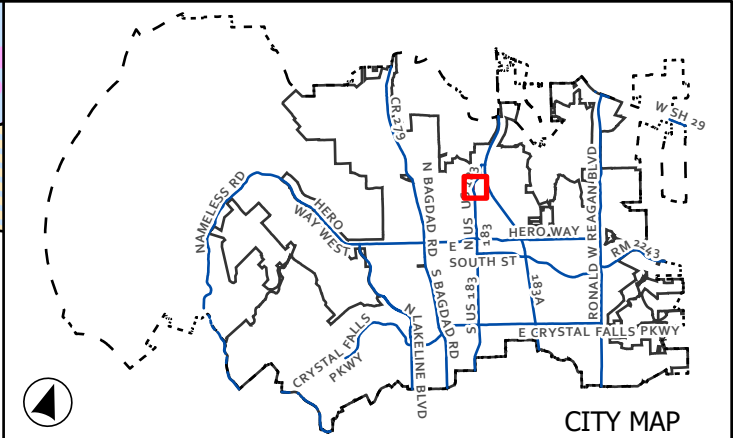
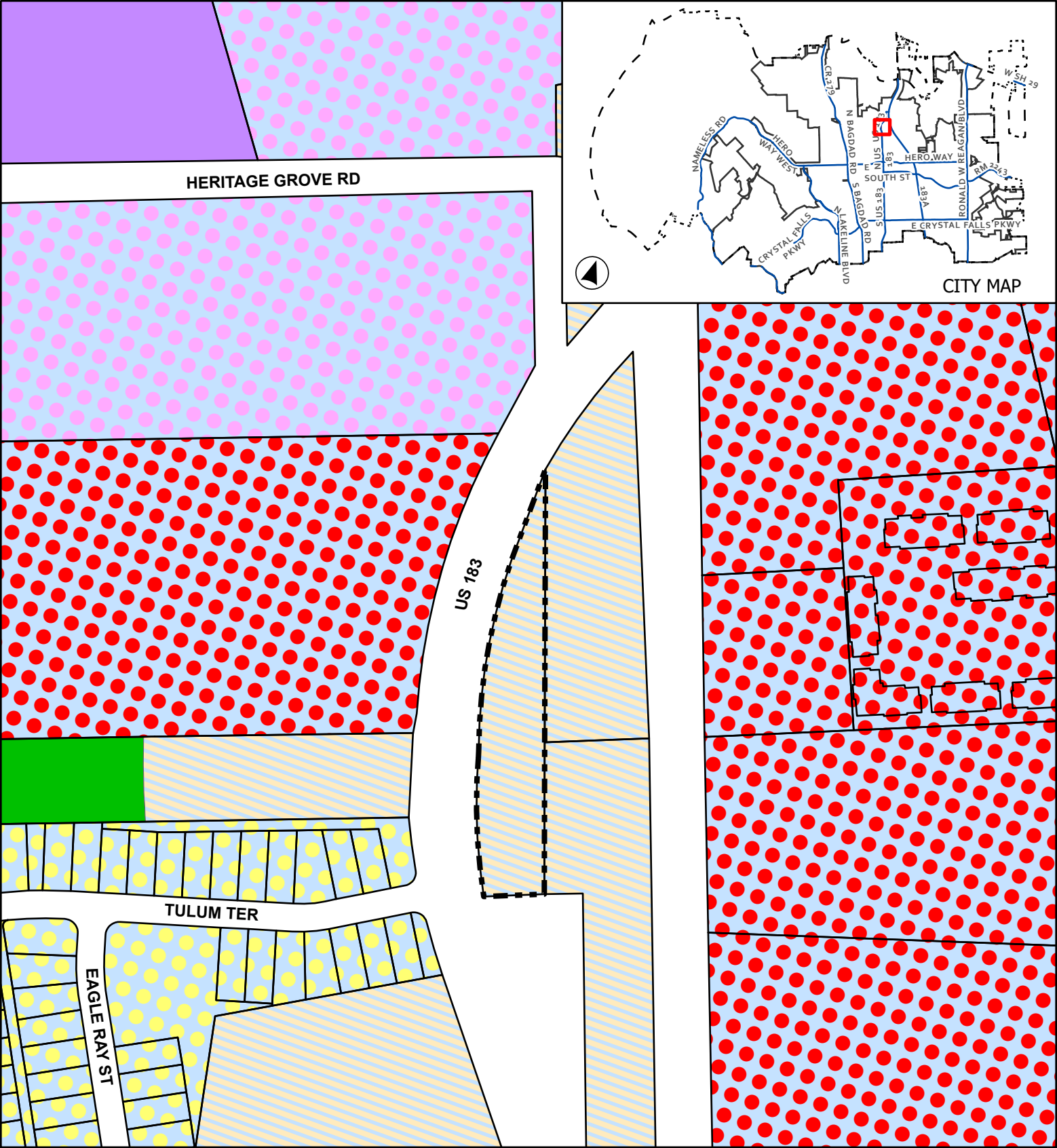
PUBLIC NOTIFICATION:

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. The agent conducted outreach by mailing adjacent property owners with a letter stating their intent and contact information. The agent received no responses from the adjacent property owners. No meeting was held, and no Homeowner's Association located within 500' were contacted.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

This zoning request is consistent with our Future Land Use Map designation of Multi-Use Corridor - Priority Corridor and the proposed development would be compatible with the surrounding land uses. This Planned Unit Development intends to establish the base zoning of GC-2-A (General Commercial) and reduces the front paving setback to 10 feet.



CASE: Z-23-0095

ATTACHMENT 2

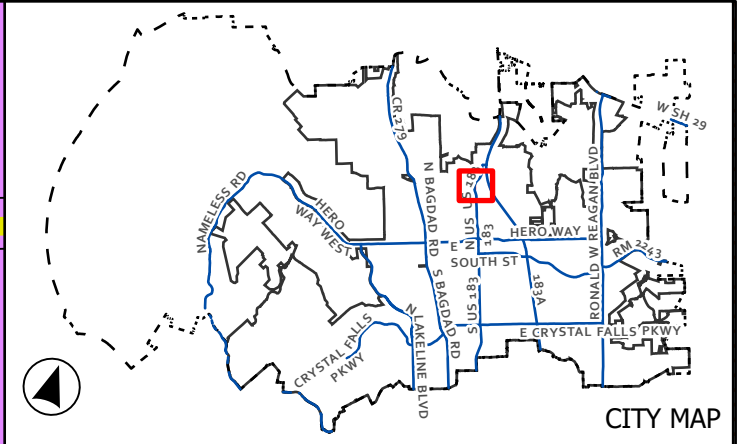
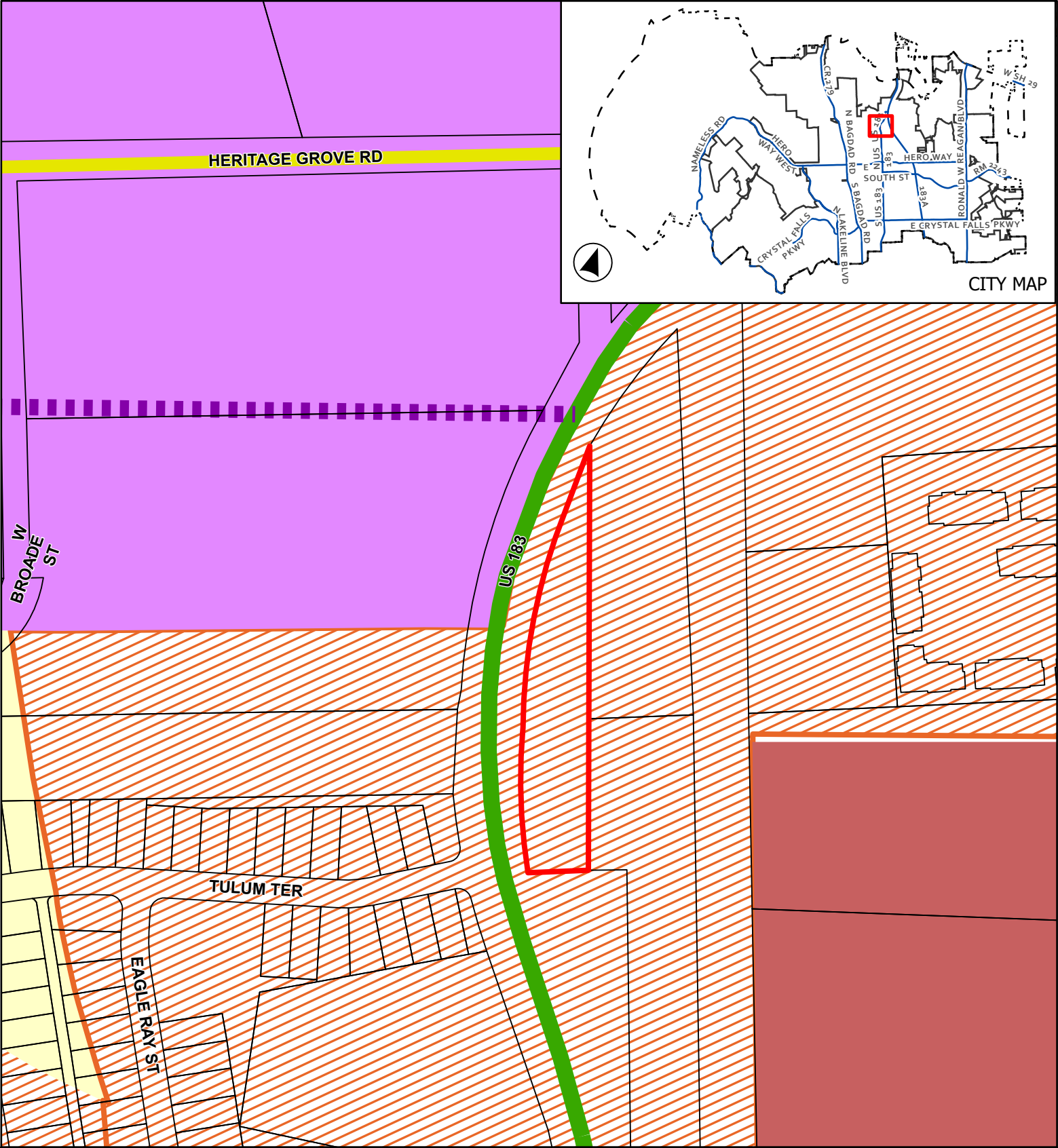
SPILLARS PROJECT
MINOR PUD

Current Zoning

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



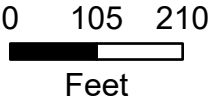


CASE: Z-23-0095

ATTACHMENT 3

SPILLARS PROJECT
MINOR PUD

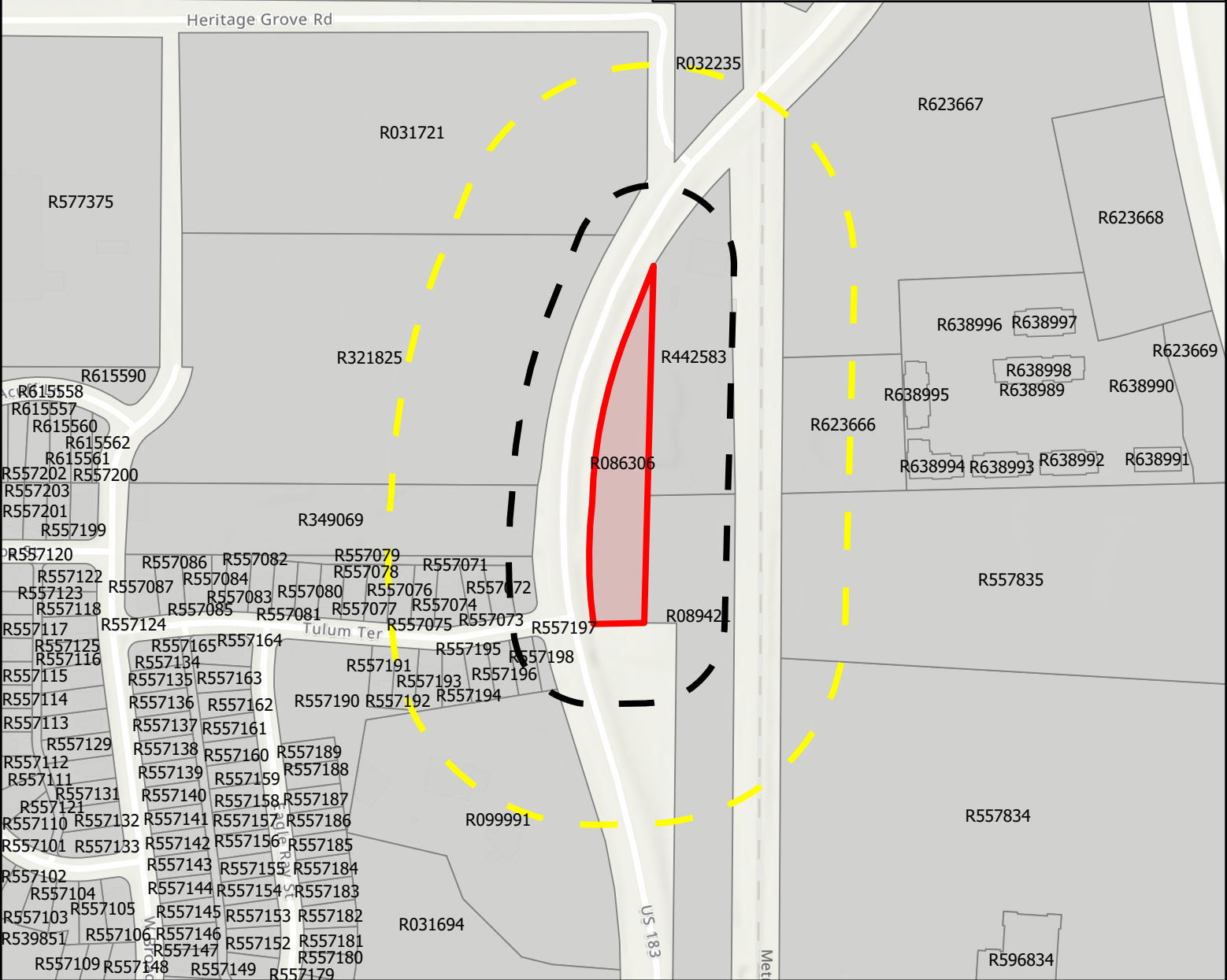
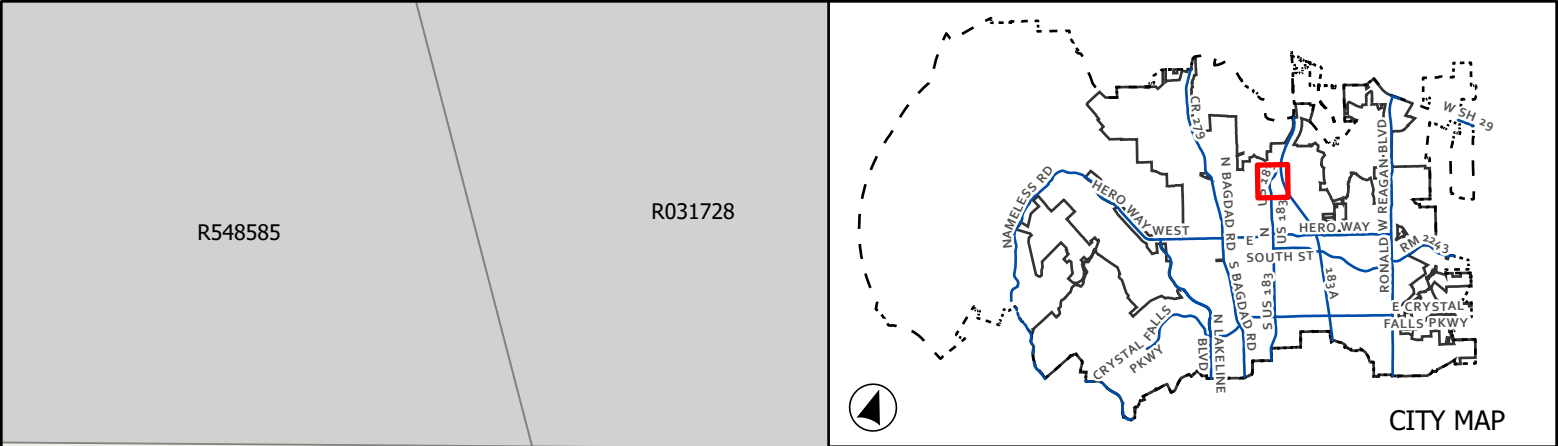
Future Land Use Map



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- Leander City Limits
- ETJ Boundary
- Subject Boundary
- Future Land Use
 - Neighborhood Residential
 - Multi-Use Corridor
 - Multi-Use Corridor - Priority Corridor

- Thoroughfare Plan
 - Arterial 6 Lane, Existing
 - Collector, Existing
 - Arterial 4 Lane, Proposed
- Neighborhood Center - Priority Corridor
- Employment Center
- Leander Central



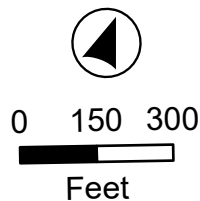
ATTACHMENT 4

SPILLARS PROJECT
MINOR PUD

CASE: Z-23-0095

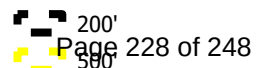
Public Notification

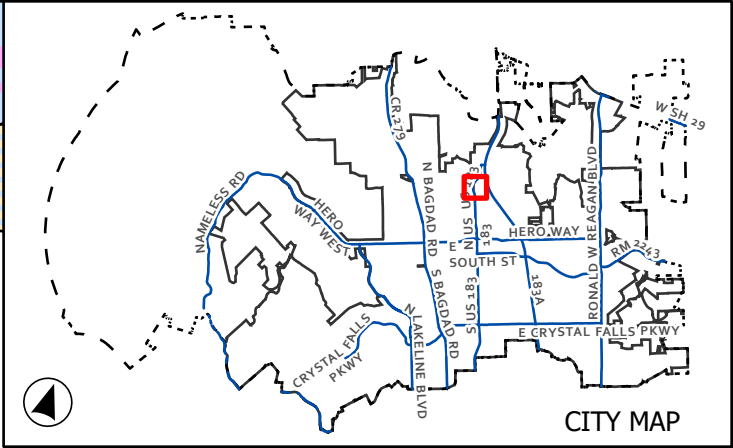
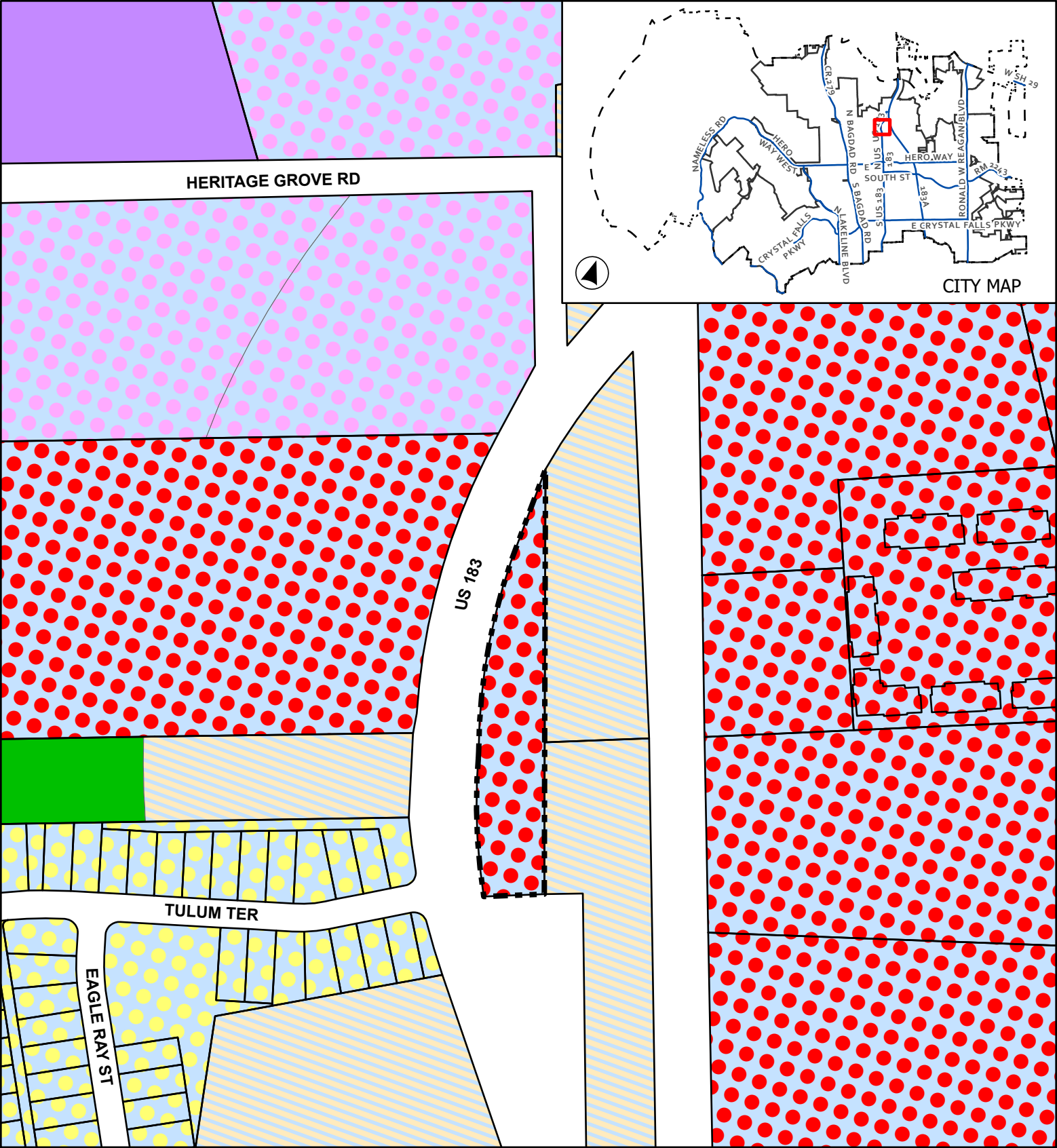
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- City Limits
- ETJ Boundary
- Subject Boundary

Notification Buffer





CASE: Z-23-0095

ATTACHMENT 5

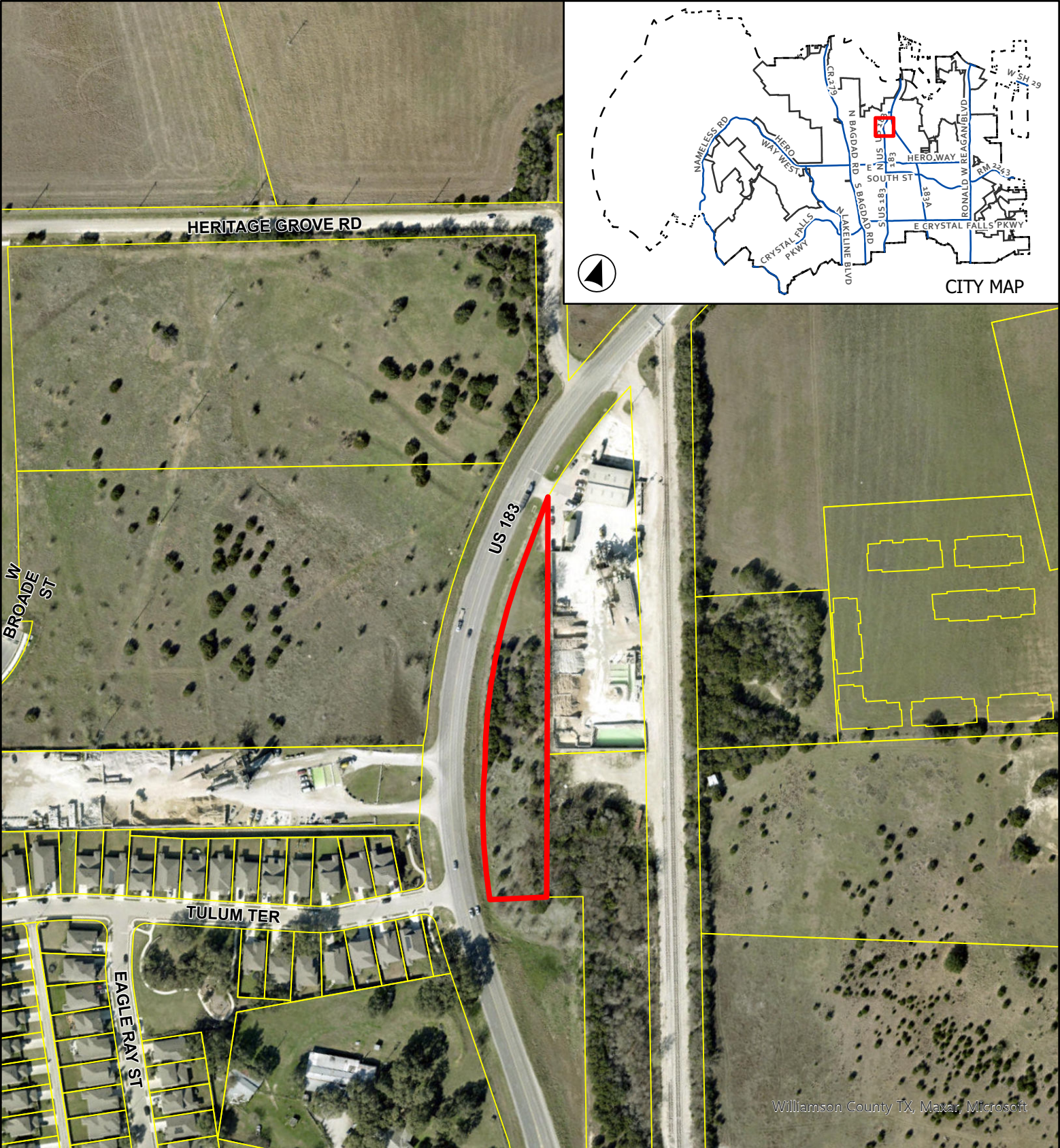
SPILLARS PROJECT
MINOR PUD

Proposed Zoning

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- Leander City Limits
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- CD - Conventional Sector





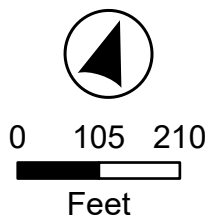
CASE: Z-23-0095

ATTACHMENT 6

SPILLARS PROJECT
MINOR PUD

Aerial Map

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Leander City Limits
 Subject Boundary

Exhibit A

Spillars Project Minor Planned Unit Development

A. Purpose and Intent

1. The Spillars Project PUD is comprised of approximately 1.57-acres, as shown in **Exhibit B**. The development of this property includes retails uses.

B. Applicability and Base Zoning

1. All aspects of 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 district has been selected from the Leander Composite Zoning Ordinance:

GC-2-A (General Commercial)

C. C. Allowable / Prohibited Uses

1. The prohibited uses shall include the following:
 - i. Bar, nightclub
 - ii. Vape shop.

D. Development Standards

1. The front paving setback shall be reduced to ten (10') feet.

EXHIBIT B SPILLAR PROJECT FIELD NOTES

(THESE NOTES ARE ALSO PROVIDED ON THE SURVEY)

1.573 ACRES

LEGAL DESCRIPTION: BEING 1.573 ACRES OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134 IN WILLIAMSON COUNTY, TEXAS AND BEING THAT CERTAIN 1.488 ACRE TRACT DESCRIBED IN #2020119313 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.573 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF CROSS TEXAS LAND SERVICES INC IN MARCH 2023:

BEGINNING AT A ½" IRON ROD WITH CAP FOUND IN THE EAST LINE OF U.S. HIGHWAY NO. 183 FOR THE NORTHWEST CORNER OF AN OLD ROADWAY AND THE NORTHEAST CORNER HEREOF AND FROM WHICH A X IN CONCRETE FOUND BEARS NORTH 07°42'21" EAST A DISTANCE OF 40.1 FEET;

THENCE SOUTH 20°08'06" EAST A DISTANCE OF 473.04 FEET ALONG THE WEST LINE OF SAID ROADWAY TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTHWEST CORNER OF THAT CERTAIN 4.717 ACRE TRACT DESCRIBED IN DOC. #2020054349 OF SAID OFFICIAL PUBLIC RECORDS AND A CORNER HEREOF AND FROM WHICH A ½" IRON ROD WITH CAP FOUND BEARS NORTH 67°50'26" EAST A DISTANCE OF 18.66 FEET;

THENCE SOUTH 20°03'08" EAST A DISTANCE OF 272.33 FEET ALONG THE WEST LINE OF SAID 4.717 ACRE TRACT TO A 3/8" IRON ROD FOUND IN THE EAST LINE OF SAID HIGHWAY FOR A CORNER OF SAID 4.717 ACRE TRACT AND THE SOUTHEAST CORNER HEREOF AND FROM WHICH A 3/8" IRON ROD FOUND BEARS NORTH 24°40'50" WEST A DISTANCE OF 7.32 FEET AND A CONCRETE MONUMENT FOUND BEARS NORTH 69°01'28" EAST A DISTANCE OF 69.33 FEET;

THENCE ALONG THE EAST LINE OF SAID HIGHWAY, THE FOLLOWING 2 COURSES:

1. SOUTH 69°01'28" WEST A DISTANCE OF 96.17 FEET TO A ½" IRON ROD WITH CAP SET FOR THE SOUTHWEST CORNER HEREOF;
2. ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 767.67 FEET, WITH A RADIUS OF 1130.29 FEET, WITH A CHORD OF NORTH 12°46'04" WEST A DISTANCE OF 753.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 1.573 ACRES MORE OR LESS, AND AS SHOWN HEREON.



3708 SPICEWOOD SPRINGS ROAD, SUITE 200,
AUSTIN, TEXAS 78759
T 512 916 0041
SKBARCH.COM

9-29-2023 revised 12-11-2023

Letter of Intent for Zone Change request

Site: 1.57-acre property on the East Side of US 183 across from Tulum Terrace, North of San Gabriel, and south of Heritage Grove Road

This is the Spillars Property. (See survey with field notes attached)

We are requesting a change from CD to PUD GC-2-A (*General Commercial, Site Component 2, Architectural component A*)

The Owner wishes to construct an approximately 12,300 sf (total) 2 building, one story retail project on the site with approximately 70 parking spaces and associated drives sidewalks landscape as well as water quality and detention features. All to be in accordance with City of Leander Codes. (No special variances or permissions are anticipated)

The property is 1.57 acres as stated above and is generally flat. The longest property line is curved and parallels US 183.

Thank you for your consideration,

Sincerely,

A handwritten signature in black ink, appearing to read "Stuart M. Alderman".

Stuart M. Alderman, AIA, NCARB
Principal
Texas Architect #8539

Email: salderman@skbarch.com
Cell phone : 512-699-8362

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.

Certified letter being mailed to each neighbor within 500' of the site on 10-2-2023. follow up will be continuous with additional scheduled meetings as required.

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.

properties within 500' . HOA will be informed when we have a contact

We were never able to discover an HOA contact. Notice would have been sent to two properties that had listed the subdivision as Owner

We have received no response of any kind to any letters sent. We could not confirm that an HOA exists.

We considered knocking on doors but since each neighbor received a letter we felt that would suffice and if anyone responded we would ask about any neighborhood group.

3. What concerns were raised during these communications?

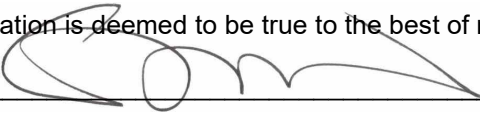
N/A

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

N/A

None.

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

Signature:  Date 10-17-2023



3708 SPICEWOOD SPRINGS ROAD, SUITE 200,
AUSTIN, TEXAS 78759
T 512 916 0041
SKBARCH.COM

9-29-2023

To neighbors of the 1.57 acre property on the East Side of US 183 across from Tulum Terrace, North of San Gabriel, and south of Heritage Grove Road

See map attached.

The Owner of this property wishes to pursue a Zone Change to develop a retail project. The proposed Zoning is GC (General Commercial) as a minor PUD

The Zone change is required because the property is currently zoned CD which does not allow any development at all until a Zone change that is in conformance with the Future Land use plan of the City of Leander is considered by the Planning Commission and City Council. This proposed zoning is in conformance with the categories accepted by the City at this time.

We invite you to communicate with either me (my information is below) or with the City Planning Department with questions about the proposed project and/or the process.

We will also set up a meeting (in person and/or as a video conference) which everyone will have the opportunity to attend.

See also the attached general information.

Please call or email me with questions or comments. (I will be on a vacation from Saturday September the 30th to Saturday October the 14th but will have access to email and will be able to receive phone messages. I will make time to call people back that have urgent questions.

The Zone change application is just being submitted now so it will take some time for the City to Review and have their own feedback.

Thank you for your consideration,

Sincerely,

A handwritten signature in dark ink, appearing to read 'Stuart M. Alderman', with a long horizontal line extending to the right.

Stuart M. Alderman, AIA, NCARB
Principal
Texas Architect #8539

Email: salderman@skbarch.com
Cell phone : 512-699-8362

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 SPILLARS PROJECT MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF GC-2-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 1.574 acres $\pm$; being more particularly described in Exhibit "B"; generally located to the east of the intersection of Tulum Terrace and US 183, Leander, Williamson County, Texas.; identified by Williamson Central Appraisal District tax identification number R086306; more particularly described in Instrument Number 2023048026; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Spillars Project Minor PUD (Planned Unit Development) with the base zoning district of GC-2-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 7th day of March, 2024.

FINALLY PASSED AND APPROVED on this the 21st day of March, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, February 8, 2024
Regular Meeting at 6:00 PM



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

**Place 5 – James Oliver, Vice Chair
Place 6 – Laura Lantrip, Chair
Place 7 – Scott Calame
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order. at 6:00 p.m.
2. Roll Call. All Commissioners were present except Commissioner Donnie Mahan.
3. Director's report to the Planning & Zoning Commission on action taken by City Council during the February 1, 2024 meeting.
4. Review of meeting protocol.
5. 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.

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

No one wished to speak.

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case FP-23-0060 regarding Michelle Subdivision Final Plat on one (1) parcel of land approximately 9.342 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R031699; generally located at South Brook Drive and US 183, Leander, Williamson County, Texas.
7. Approval of minutes

Motion: To approve Consent Agenda Items 6 & 7.

By: Commissioner John Cosgrove

Seconded: Vice Chair James Oliver

Yes: John Cosgrove, Ron May, Deirdre Moss, James Oliver, Laura Lantrip, Scott Calame

No: None

Abstain: None

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0095 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planning Unit Development – Conventional Development Sector) to adopt the Spillars Project Minor PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one (1) parcel of land approximately 1.574 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R086306; and located to the east of the intersection of Tulum Terrace and US 183, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0095 as described above.

Frank Stiles had questions and concerns about placement of entrances and exits.

Motion: To approve the Spillars Project Minor PUD

By: Vice Chair James Oliver

Seconded: Commissioner John Cosgrove

Yes: John Cosgrove, Ron May, Deirdre Moss, James Oliver, Laura Lantrip

No: Scott Calame

Abstain: None

The Planning and Zoning Commission recommended approval of the request with the condition that bars/night clubs and vape shops are added as prohibited uses during the February 8, 2024 meeting with a 5 to 1 vote (Commissioner Scott Calame opposing).

9. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0099 to amend the current zoning of Hill Country Bible PUD (Planning Unit Development) with the base zoning district of SFS-3-A (Single-Family Rural) to change the base zoning district to LC-2-A (Local Commercial) on two (2) parcels of land approximately 19 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R647584 and R647585; and more commonly known as 589 W San Gabriel Pkwy, Leander, Williamson County, Texas. Applicant/Agent: Southwest Land Services, Inc (David Singleton) on behalf of Hill Country Bible Church (William Conor O'Hearn).

- Discuss and consider action regarding Zoning Case Z-23-0099 as described above.

No one spoke in favor or opposition of the request.

Motion: To approve the Hill Country Bible PUD

By: Commissioner Ron May

Seconded: Vice Chair James Oliver

Yes: John Cosgrove, Ron May, Deidre Moss, James Oliver, Laura Lantrip, Scott Calame

No: None

Abstain: None

REGULAR AGENDA

10. Discussion regarding the Comprehensive Plan Implementation Schedule and Old Town Master Plan Implementation, and consider action on recommendations from the Planning & Zoning Commission for the FY 2024/2025 City Budget and CIP Plan.

Motion: To postpone action to the next Planning and Zoning meeting on February 22, 2024 to allow Commissioners time to review the implementation plan.

By: Commissioner John Cosgrove

Seconded: Commissioner Ron May

Yes: John Cosgrove, Ron May, Deidre Moss, James Oliver, Laura Langrip, Scott Calama

No: None

Abstain: None

11. Adjournment at 6:44 p.m.

APPROVED

CHAIRMAN

ATTEST:

PLANNING SECRETARY



EXECUTIVE SUMMARY
3/21/2024

AGENDA SUBJECT:

Discuss and consider action on an Ordinance to update the Roadway Service Area Map to incorporate recently annexed areas into the City.

BACKGROUND:

The City has annexed two (2) properties as part of the March 21, 2024 agenda. As part of this process, the City needs to incorporate the newly annexed areas into the Roadway Service Area Map, which is used to determine roadway impact fees applicable to the properties. The properties identified in the attached ordinance are eligible to be added to the Roadway Service Area Map pursuant to Section 12.08.004 of the Code of Ordinances. The ordinance includes an update to the map to include the Travisso Annexation in Service Area C and the Titan Annexation in Services Area B.

HISTORY/TIMELINE:

04/01/2021 Comprehensive Plan Adopted
05/01/2021 Transportation Master Plan Adopted
07/07/2022 City Council Meeting adopting Roadway Impact Fees
01/04/2024 Roadway Service Area Map update

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Robin Griffin, Executive Director of Development Services

Fiscal Impact

N/A

Attachments:

1. Att 1 Ordinance
2. Att 2 Location Map with RIF Service Area - Travisso Voluntary Annexation
3. Att 3 Titan Annexation with RIF Service Area - Location Map
4. Att 4 Overall Service Area Map

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, ADJUSTING THE SERVICE AREAS SHOWN ON THE ROADWAY SERVICE AREA MAP TO INCORPORATE AREAS ANNEXED INTO THE CITY; MAKING FINDINGS OF FACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Leander, Texas (the “City”), adopted Article 12.08 of the Code of Ordinances (the “RIF Ordinance”) establishing roadway impact fees; and

WHEREAS, the City Council adopted and approved a Roadway Service Area map; and

WHEREAS, the RIF Ordinance provides that adjustments to service areas due to annexations that do not materially change the land use assumptions or the capital improvement plan in a way that would materially affect the roadway impact fee calculation per V.C.T.A. Local Government Code 395 may be updated in the official roadway service area map by Ordinance of Council after annexation is completed; and

WHEREAS, the City Council hereby finds and determines that the adjustments to the service areas due to annexations adopted herein do not materially change the land use assumptions or the capital improvements plan in a way that would materially affect the roadway impact fee calculation per V.C.T.A. Local Government Code 395;

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

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

Section 2. Service Areas Adjusted. Service area B is hereby adjusted to add the land described in Ordinance No. 24-021-00. Service area C is hereby adjusted to add the land described in Ordinance No. 24-022-00. The roadway service area map reflecting such adjustments attached hereto and incorporated herein for all purposes as Exhibit A is hereby adopted and approved.

Section 3. Severability. If any provision of this Ordinance is illegal, invalid, or unenforceable under present or future laws, the remainder of this Ordinance 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 Ordinance.

Section 4. Effective Date. This Ordinance 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 5. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this 21st day of March, 2024.

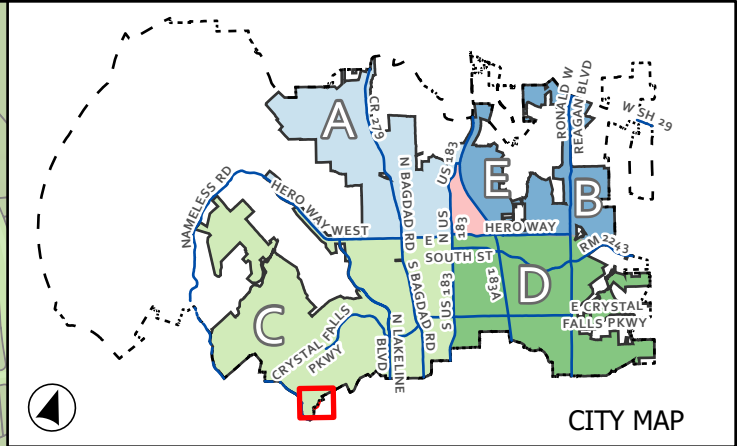
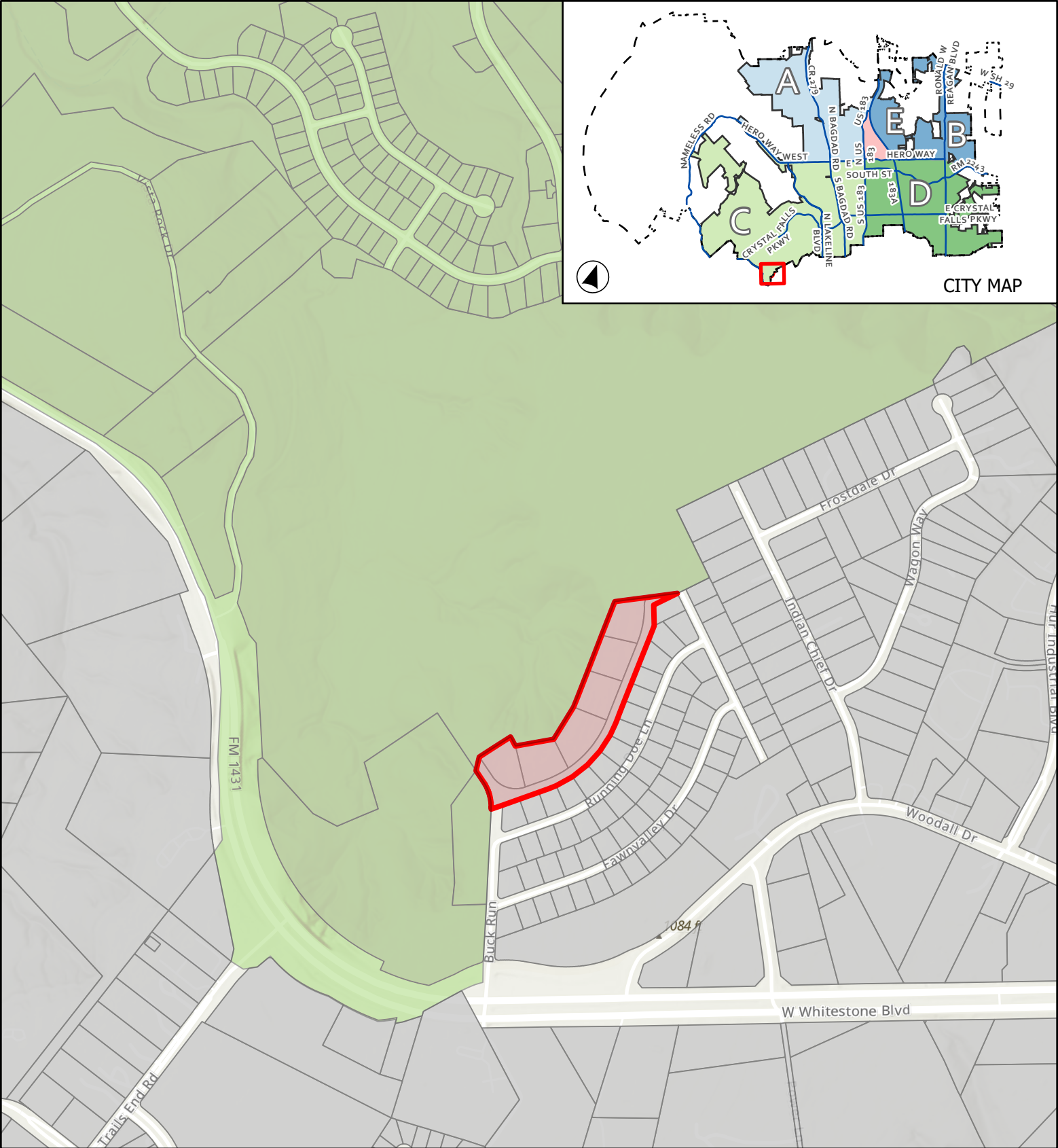
CITY OF LEANDER, TEXAS

BY: _____
Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

EXHIBIT A



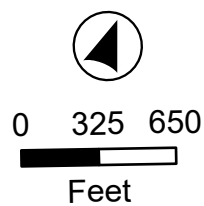
CASE: A-23-0010

ATTACHMENT 2

TRAVIS VO VOLUNTAARY ANNEXATION

Location Map & RIF Service Area

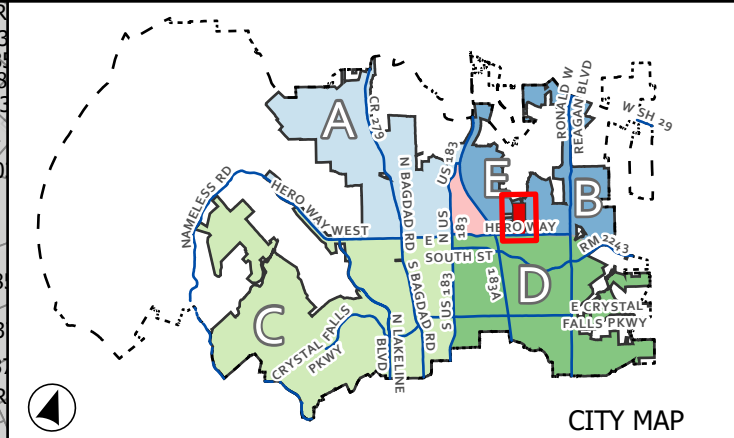
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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



Subject Boundary

RIF Service Area

C



a)

Roadway Service Area Map

2022 Roadway Impact Fee Study



Adopted 07/07/2022
Updated 01/04/2024
Updated 03/21/2024

N



Titan Leander Annexation

Travisso Voluntaary Annexation

Service Areas

A

B

C

D

E

Thoroughfares

Future Thoroughfares

Local Roads

Railroad

Stream Centerline

FEMA 100 -Year Flood Risk Zone

