



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, April 4, 2024
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle	Place 4 – Na'Cole Thompson
Place 1 – Kathryn Pantalion-Parker	Place 5 – Chris Czernek
Place 2 – Esme Mattke Longoria, Mayor Pro Tem	Place 6 – Becki Ross
Place 3 – David McDonald	Interim City Manager – Isaac 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. Receive a presentation regarding amendments to the Parkland Dedication, Park Improvement, and Parkland Fee-in-Lieu regulations and requirements.

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.
 - Proclamation recognizing National Library Week (April 7-13)
 - Proclamation recognizing National Public Safety Telecommunicators Week (April 14-20)
 - Proclamation recognizing Animal Control Officer Appreciation Week (April 14-20)
 - Proclamation recognizing National Crime Victims' Rights Week (April 21-27)
 - Proclamation recognizing Child Abuse Prevention Month (April)
 - Proclamation recognizing National Fire Fighter Appreciation Day Proclamation (May 4)
 - Certificate of Recognition Fire Fighter Ian Wheeldon for heroic actions
 - Certificate of Recognition Texas Flag Football
8. Staff Reports

- Water Update

CONSENT AGENDA: ACTION

9. Approval of the minutes for meeting held on March 21, 2024.
10. Approval of Amendment No. 1 to Task Order HZI-2 for planning level cost estimates of transportation improvements recommended in the Ronald Reagan Boulevard Corridor Study conducted by Huitt-Zollars, Inc. in the amount of \$73,570.00, for a new total of \$161,181.00; and authorize the Interim City Manager to execute any and all documents.
11. Approval of an Interlocal Cooperation Contract for Failure to Appear Program between Texas Department of Public Safety and the City of Leander Municipal Court; and authorize the Interim City Manager to execute any and all necessary documents.
12. Approval of a Special Event Permit for the 12th Annual Leander Bull Riding Shootout to be held on May 3 - 4, 2024, with an inclement weather contingency date of May 24 - 25, 2024, at the South San Gabriel River Park Property, Leander, Williamson County, Texas.
13. Authorize the BCRUA President to execute a Seventh Amendment to the Master Contract for the Financing, Construction and Operation of the Brushy Creek Regional Utility Authority, Inc. Regional Water Treatment and Distribution Project.
14. Authorize the BCRUA President to execute Supplemental Contract No. 1 to the Phase 2A Water Treatment Plant Expansion Planning Level Evaluation project with Walker Partners to provide Final Design Engineering Services for the Phase 2A Project for a total contract amount of \$3,124,207.00 with Leander's cost allocation being \$1,741,305.45.
15. Approval of a Resolution to suspend the effective date proposed by Atmos – Mid-Tex Division (Atmos-Mid-Tex) to increase rates under the Gas Reliability Infrastructure Program (GRIP) for forty-five (45) days, and authorize the City of Leander's continued participation in a coalition of cities known as the Atmos Texas Municipalities (ATM).
16. Approval of the extension of the application expiration for Subdivision Case FP-22-0032 Travisso Phase 4, Sections 7-8, and Phase 5, Section 3 Final Plat; more particularly described by Travis Central Appraisal District R353024, generally located west of the intersection of Travisso Parkway and Via Levanzo Road, Leander, Travis County, Texas.
17. Approval of a Memorandum of Understanding (MOU) between the City of Leander and the Upper Brushy Creek WCID regarding subdivision requirements for land owned by the WCID; and authorize the Interim City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

18. Conduct a Public Hearing and consider action 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), GC-3-A (General Commercial), and GC-2-A (General Commercial) on eight (8) parcels of land approximately 234 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R506005, 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]*

19. Conduct a Public Hearing regarding Zoning Case Z-23-0072 to amend the current zoning of LC-2-A (Local Commercial) to adopt the Tiger Mountain PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on one (1) parcel of land approximately 10.314 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031710; and more commonly known as 100 Mockingbird Hill, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Zoning Case Z-23-0072 as described above.
20. Conduct a Public Hearing regarding Comprehensive Plan Case CPA-24-0010 to amend the Comprehensive Plan land use category from Multi-Use Corridor (Priority) to Neighborhood Residential and Zoning Case Z-23-0082 to amend the current zoning of SFR-2-B (Single-Family Rural) and LC-2-B (Local Commercial) to adopt the Oakmont PUD (Planned Unit Development) with the base zoning districts of SFS-2-A (Single-Family Suburban), LC-2-A (Local Commercial) and GC-3-A (General Commercial) on six (6) parcels of land approximately 50.31 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R473796, R324593, R324592, R412990, R594957, and R594958; and to the east of the intersection of CR 274 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Comprehensive Plan Case CPA-24-0010 as described above.
 - Discuss and consider action regarding Zoning Case Z-23-0082 as described above.
21. Conduct a Public Hearing regarding Zoning Case Z-24-0106 to amend the Hero Way and Main Street Medical Office PUD (Planned Unit Development) with the base zoning districts of LC-2-A (Local Commercial) and GC-2-A (General Commercial) on two (2) parcels of land approximately 8.0822 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R619566 and R619565; and legally described as Lots 1 & 2, Block A of the Hero Way Medical Addition Subdivision, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Zoning Case Z-24-0106 as described above.
22. Conduct a Public Hearing regarding Subdivision Case CP-23-0021 to adopt the Valor Schools Concept Plan and Preliminary Plat on one (1) parcel of land approximately 13.79 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R430223; generally located northwest of the intersection of Kauffman Loop and CR 267, Leander, Williamson County, Texas.
 - Discuss and consider action on Subdivision Case CP-23-0021 as described above.

REGULAR AGENDA

23. Discuss and consider action on the approval of an amendment to Cypress Meadow Phasing Plan; on one (1) parcel of land approximately 44.1 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R403528; generally located southwest of S. US 183 and Hernandos Loop, Leander, Williamson County, Texas.
24. Discuss and consider action on directing staff to move forward with an amendment to the Composite Zoning Ordinance regarding the appropriate zoning district for vape shops and possible location criteria; Leander, Williamson and Travis Counties, Texas.

25. Discuss and consider action on the naming of parkland approximately 53.87 acres in size as Horizon Lake Park, more particularly described by Williamson Central Appraisal District Parcel R620144, and generally located at Horizon Park Boulevard adjacent to the Horizon Lake residential subdivision.
26. 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.]*
27. Council Member Closing Statements.
28. Convene into Executive Session pursuant to:
 1. Sections 551.071 and 551.074, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consider amendment to Interim City Manager Employment Agreement; and
 2. 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. Amendment to Interim City Manager Employment Agreement; and
2. Interim City Manager assignments and duties.

29. 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 28 day of March 2024 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
4/4/2024

AGENDA SUBJECT:

Receive a presentation regarding amendments to the Parkland Dedication, Park Improvement, and Parkland Fee-in-Lieu regulations and requirements.

BACKGROUND:

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Amount requested:

Approved in current budget (Yes / No):

Expenditure (New / Amended):

Recurring or one-time:

Fund source (Operating / Utility / etc.):

Attachments:

1. Parkland Dedication City Council Review Powerpoint 4.4.24 MT
2. Parkland Dedication Fees Comparison Chart 2022 - updated 3-2024
3. Park Service District Map

Parkland Dedication Review

LEANDER CITY COUNCIL 4-4-2024

Local Government Authority

LEANDER CURRENT

ORDINANCE NO. 07-019-00; ARTIVLE IV; SECTION 61
“...shall prepare a park plan to provide sufficient
and suitable park land and park improvements [*Add
proposed*] for the purpose of public recreation in
accordance with the following provisions:”

[Article IV, Section 61, Page 1]

LEANDER PROPOSED

Add page 1, paragraph 1: “and is determined to be in
the best interest of the residents of the City by
advancing the public health, safety, and welfare in a
fair, reasonable and uniform method of financing that
does not impose an unfair burden on new or existing
developments.”

Add to Page 1, paragraph 1: “The requirements
constitute the impact of new dwelling units on the
park and recreation system and ensure that they bear
their proportionate share of the cost of providing
parks and recreation related facilities to meet the
needs created by respective development...”

ROUGH PROPORTIONALITY – NEXUS REQUIREMENT

LEANDER CURRENT

Primarily neighborhood parks within the subdivision development.

Expand beyond neighborhood parks to focus on community and regional parks.

“Proportionate” is not included in the current Ordinance language.

LEANDER PROPOSED

Add to page 1, paragraph 2: from Article (b) (2) “Payment of Fee-in-Lieu of Park Land Dedication”, Page 2: “As such, the park fee is additional and supplemental to, and not in substitution of, on-site civic space requirements required by the City’s Municipal Code, specific plans, or any other planning document.”

Move to page 1, paragraph 2, from Article (g) “Park Fund Established”, 1st paragraph, page 7: “the dedication requirement is restricted to the acquisition and improvement of parks and cannot be used for maintenance or operations of the park system.”

EXISTING LEVEL OF SERVICE GOAL

LEANDER CURRENT

Unknown how “3.5 acres for each additional one hundred (100) dwelling units projected to occupy the fully developed subdivision” was achieved?

- 283 acres of active parkland
- 148 acres of designated park space, (but not open to the public)
- Total of 431 park acres
- 90,000 residents/1000
- $431/90 = 4.78$ ac/1000 residents
- **1 acre of parkland serves 209 residents** ($1000/4.78$)
- $209/3.28$ PPH = **63.72 DU's/acre**
- [3.28 persons/household per City Development Services Department]

NATIONAL STANDARDS

“The most widely adopted unit of measurement for establishing an existing level of service is the number of DU's per acre of parkland.”

- 2023 National Standards (NRPA) = 11.2 acres/1000 residents
- $90,000/1000 = 90 \times 11.2$ acres = 1008 acres
- Leander = ideally to have 1008 acres
- National Standard is **1 acre of parkland serves 90 residents/acre**
- $90/3.28$ PPH = **27.44 DU's/acre**
- 63.72 DU's/acre City current vs. 27.44 DU's/acre National Standard

GEOGRAPHIC NEXUS

LEANDER CURRENT

No Geographic Nexus exists in current ordinance.

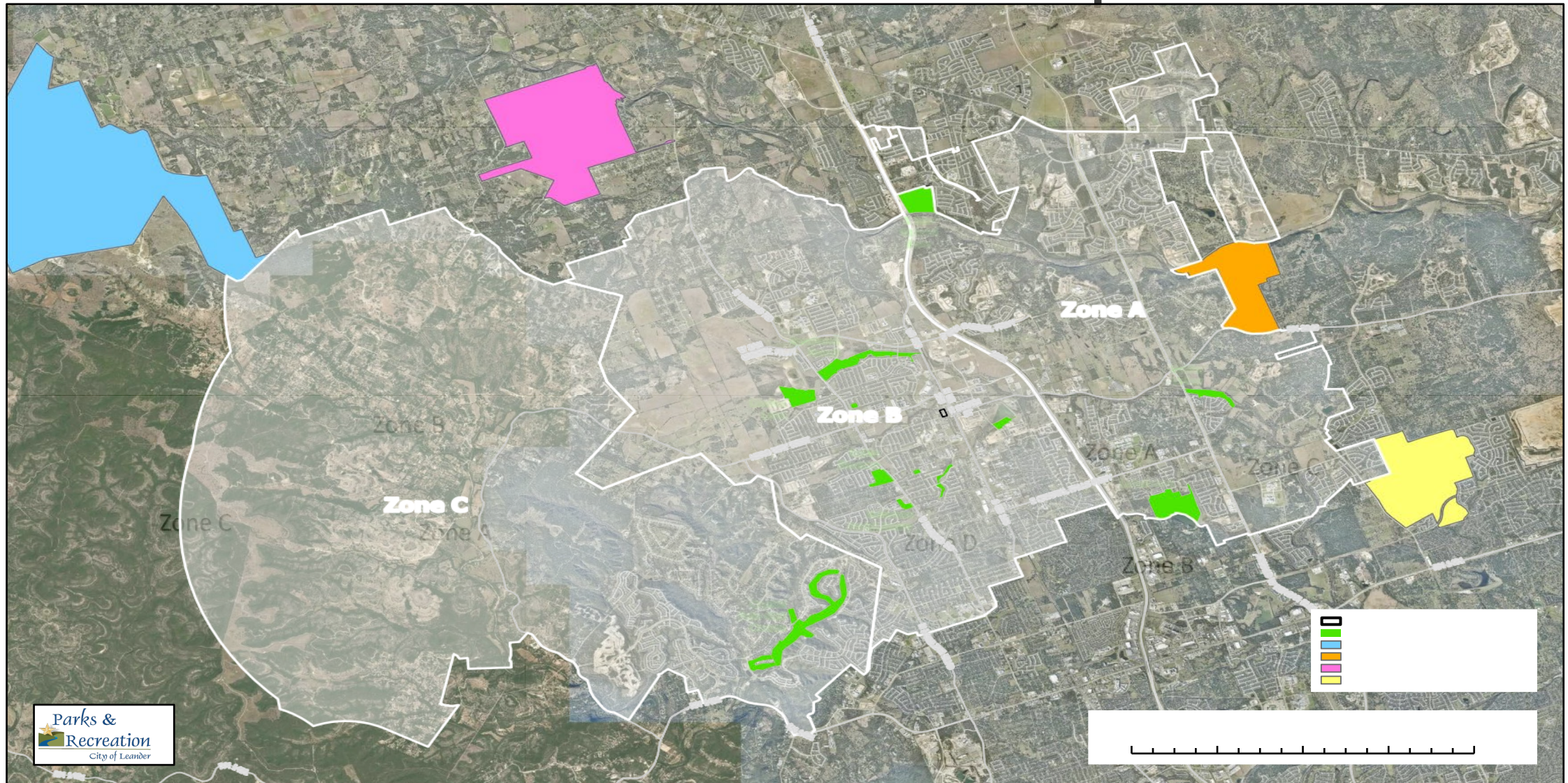
Highly recommended that we incorporate project service areas.

LEANDER PROPOSED

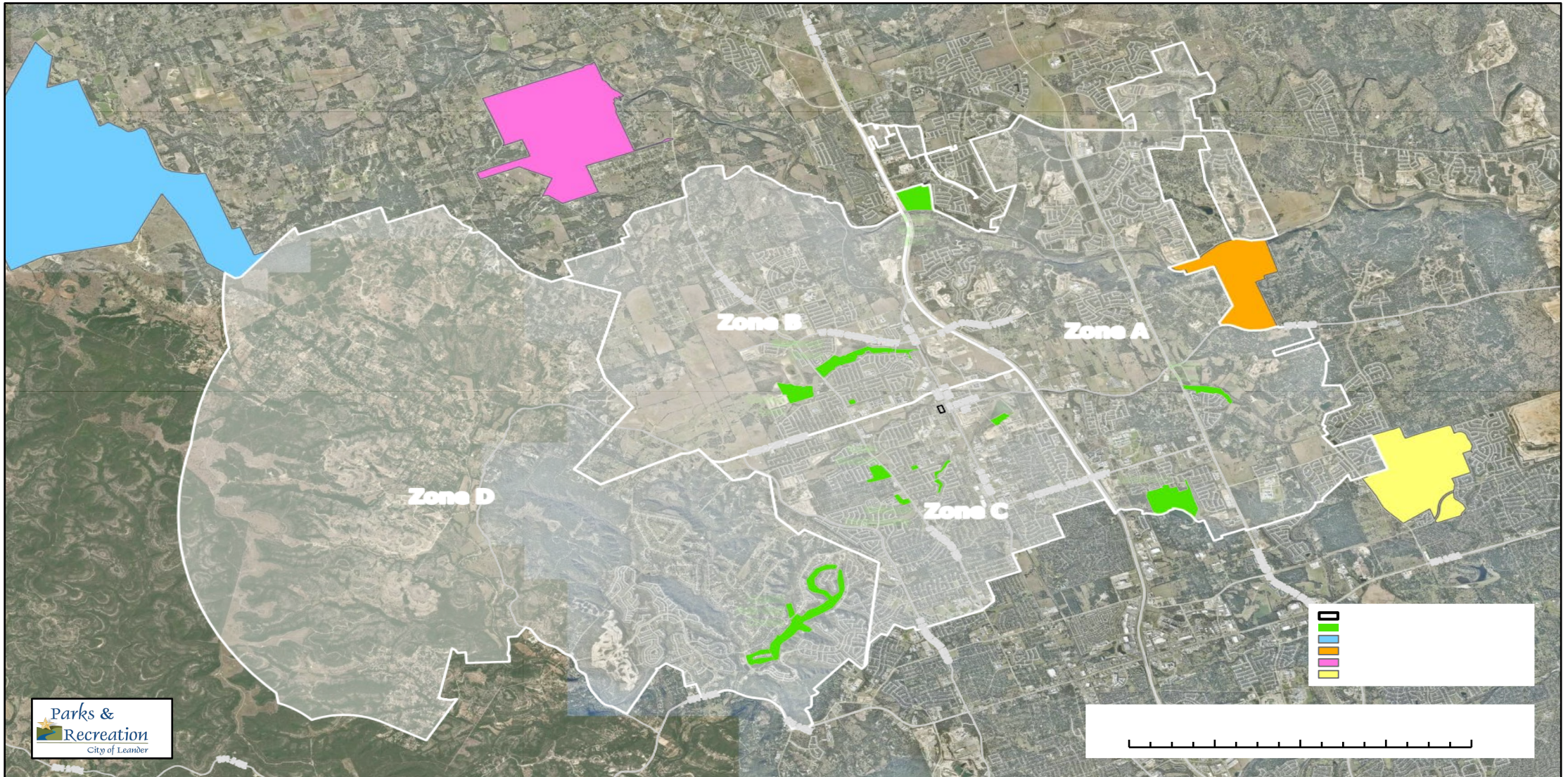
“Fees must service the district area in which the development is located. However, fees may be used within an adjacent service area if the project is a neighborhood park and within 1/2 mile of the service area where the fees were collected; a community park if within 1.5 miles of the service areas the fees were collected; or a regional park if within 3 miles of the service area the fees were collected.”

Add to: Article (b) (3) 1st paragraph,

GEOGRAPHIC NEXUS- Zone Option A



GEOGRAPHIC NEXUS – Zone Option B



MINIMUM SIZE OF LAND REQUIRED

LEANDER CURRENT

Single tract minimum of 3 acres in size

Article (b) (1) Formula for calculating Area of Park Land: The acreage of park land to be contributed by a developer.....shall be equal to three and one half (3.50) for each additional one hundred (100) dwelling units projected to occupy the fully developed subdivision or development.”

Article (b) (3) (i) Standards of Dedication of Public Park Land. “The dedicated land shall form a single partial or tract of land at least three (3) acres in size with acreage based upon the number of dwelling units proposed...”.

LEANDER PROPOSED

Increase single tract minimum from 3 acres to 7.5 acres.

“The dedicated land shall form a single partial or tract of land at least seven and half (7.5) acres in size unless the Appropriate Reviewing Authorities determine that more than one tract and/or smaller tracts would be in the best public interest”.

Article (b) (4) (i)

STANDARDS/CRITERIA FOR LAND ACCEPTANCE

LEANDER CURRENT

- “50% of the perimeter boundary of the park with street frontage” - Article (b) (3) (ii)
- Reasonably located near geographic center of the development - Article (b) (3) (iii)
- Rare, unique, endangered, historic or other significant natural areas shall be given high priority - Article (b) (3) (iii)
- Providing linkages to parks, schools, or public places, or areas that preserve the natural character of the surrounding environment - Article (b) (3) (iii)
- Trail corridors are high priority - Article (b) (3) (iv)

LEANDER PROPOSED

Keep all of the current, except change or add:

- Change “50%” to “25% with street frontage” Article (b) (4) (ii)
- Add: “located within convenient distances from a majority of the residents to be served.” Article (b) (4) (iii)
- Add: “Site should not be encumbered by overhead utility lines or easements.” Article (b) (4) (iv)
- Add: “No more than two (2) sides of the park may be adjacent to sides or rear of homes.” Article (b) (4) (iv)
- Add: “Must have a visible and attractive means of ingress and egress.” Article (b) (4) (iv)
- Add: “Sites with existing trees, especially Heritage Trees, or scenic elements will be provided preference.” Article (b) (4) (iv)

FEE-IN-LIEU ESTABLISHED FAIR MARKET PRICE/ACRE

LEANDER CURRENT

Not identified or included in the current City Ordinance.

Highly recommended that we utilize the fair market appraisal method.

LEANDER PROPOSED

Add: “Developer to obtain a Texas Appraiser Licensing and Certification Board (TALCB) approved Certified General Appraiser in good standing with the National Registries list of certified and licensed appraisers to appraise the property.” Article (b) (2)

Add: “The amount of such payment (FIL) shall be based upon the market value of property within the subdivision in its entirety as fully developed, with all attendant infrastructure, in accordance with the land approved for the subdivision. Land Price reflects the fair market value at the time it is platted, not when it was purchased.” Article (b) (2)

FEE-IN-LIEU ESTABLISHED

LEANDER CURRENT

- Article (b) (1) (2) (3)(i) (vii)
- Required Minimum of 3.50 acres/100 DU's in the development; \$1050/DU (appears to be arbitrary).
- “(City) shall favor the dedication of park land over the payment of a fee-in-lieu...”.
- # of DU's/100 x 3.50 = number of park areas required.
- Example: $200 / 100 = 2 \times 3.50 = 7$ acres of parkland required
- The current City ordinance lacks any explanation of the principles used to determine the market value of the land and the resulting cost per DU. (\$1050/DU). This implies they were arbitrarily set without any quantitative effort to establish “rough proportionality”.

LEANDER PROPOSED

- Add: “Fee in-lieu shall be favored over the dedication of parkland”. Article (b) (2)
- Add: “Per acre market value divided by the current level of service (DU's/acre) times the number of DU's in the development = fee-in-lieu.” Article (b) (2)
- Example:
Market value = \$100,000/acre divided by 63.72 DU's/acre = \$1569.36/DU (\$1570) x the number of DU's in the subdivision development (less any credits for private HOA parks)

FEE-IN-LIEU ESTABLISHED

Additional Proposed:

Add: “In determining the average fair market per acre value of the total land included in the proposed residential development, the City Council in their judgement may determine because of changed conditions, the appraised value of the land being developed requires further analysis, shall obtain a second appraisal paid for by the city.” Article (2) (b)

“The developer shall pay the in-lieu fee to the City prior to approval of the Final Plat, Short Form Plat, or, in the case of multi-family development, prior to site development permit approval.” Article (2) (b)

PARK IMPROVEMENT FEE

LEANDER CURRENT

Article (C) Park Improvement (1):

\$400/DU (appears to be arbitrary)

“Such park improvements fee shall be sufficient to provide for the development of amenities and improvements on the dedicated land to meet the standards for a neighborhood park to serve the area in which the subdivision is located. The park improvements fee shall be calculated on the basis of \$400 per dwelling unit.”

[The current City ordinance lacks explanation of the principles used to determine the amount of the park improvement fee.]

LEANDER PROPOSED

“Construction cost per acre should be empirically derived by reviewing recent bid packages of the development of new parks and the number of acres in those parks to derive a development cost per acre. The per-dwelling development fee is ascertained by dividing the construction cost per acre by the number of dwelling units in a development.

Article (C) (1)

Recent example: Lakewood Park

Cost: \$8,600,000 / 100 acres = \$86,000 per acre / 63.72

DU's/acre = **\$1350 per DU**.

*NOTE: 100 acres is the total land surface. Not all areas of the park were developed

PARK IMPROVEMENT FEE

Example #2:

Robin Bledsoe Park - 16 acres

Soccer/multi-purpose synthetic turf - \$2M

Pool Resurface - \$54K

Pool Filter/Pump UV - \$135K

Splashpad Surface - \$30K

Splashpad Shade Structure – 15K

Parking Lot North Surfacing – 145K

Fit Court - \$110K

Amphitheater Shade Sails – 13K

Basketball Court Renovation - \$20K

Playground \$185K

Mural - \$18K

TOTAL = \$2,725,000

(Does not include maintenance completed to bathhouse; concessions stand, playground swings, restrooms, etc.)

Bledsoe Park = \$2,725,000 / 16 acres =
\$170,312.50/acre

\$170,312.50/acre / 63.72 DU's/acre = \$2673 per DU

Example #3: New Braunfels, TX baseline =
\$342,000/acre

\$342,000 per acre / 63.72 DU's/acre = \$5,367 per
DU

CREDIT/OFFSETS FOR PRIVATE PARK LAND AND AMENITIES THE DEVELOPERS PROVIDE

LEANDER CURRENT

Up to 100% credit of both parkland and amenities if all criteria is met.

“(City) may approve a plan to provide privately owned and maintained park land and park improvements.”

“Private ownership and perpetual maintenance of such areas and facilities shall be adequately provided for by recorded written agreement.” Article (d) 1st paragraph.

LEANDER PROPOSED

“The most reasonable credit limit to adopt for amenities within developments is 50 percent. This assumes that residents’ park use will be evenly divided between the private facilities inside the development project and the system of public parks beyond its boundaries.”

Add: “The Appropriate Reviewing Authorities may approve a plan from the developer to provide privately owned and maintained park land and park improvements meeting all requirements of this section not to exceed 50% of the fee - in-lieu of or public park land dedication and public park improvements.” Article (c)(1) 2nd paragraph & (d) 1st paragraph

Add: “The remaining 50% will be placed in the parkland dedication fund to develop public parks.”

CREDIT/OFFSETS FOR PRIVATE PARK LAND AND AMENITIES THE DEVELOPERS PROVIDE

CONTINUED FROM PREVIOUS PAGE:

Add: "Private ownership and perpetual maintenance of such areas and facilities shall be adequately provided for by the Developer/HOA through recorded written agreement, conveyance, and/or restrictions." Article (d) (1)

Add: "The single parcel or tract of land for a private park is limited to no more than 50% of the 7.5 acres required per 100 dwelling units. For example, 100 dwelling units are being constructed, the parkland requirement is 7.5 acres, of which only 50% or 3.75 acres will be credited to a physical park within the development. The remaining 3.75 acres will be assessed a Fee In-lieu based upon the formula shown below. Article (d) (3)

Add:

"Per acre market value of land /
current City level of service (DU's/acre)
X the number of DU's in the development = fee-in-lieu
Divided by 50%"

Article (d) (4)

Add: "The Appropriate Reviewing Authorities may **allow a portion or all the fee in-lieu to be used for trail development** if such land is dedicated and deeded to the City. Article (d) (5)

CREDIT FOR SLOPES, FLOODPLAIN, & DETENTION PONDS

LEANDER CURRENT

Article (b) (3) (vii) – “Land within the one hundred (100) year floodplain and land that has a greater than 15% slope may not constitute, in total, not more than fifty percent (50%) of the land dedication requirement.” (2 acres equals 1 acre of parkland credit)

- No clarification in the ordinance for detention or retention ponds, drainage ditches, power line easements, etc.

However, we have been accepting some detention pond areas if recreation components are placed in or around the pond site.

LEANDER PROPOSED

Add: “Flood plains and slopes will be calculated on a 3:1 basis (3 acres of floodplain/slopes equals to 1 acre of parkland credit”. [Article \(b\) \(viii\)](#)

Add: “Drainage ditches, detention ponds, power line easements, and similar sites shall not be accepted for parkland dedication, unless 75% or more of the active and usable area is designed for recreational use and the Department finds, after consultation with the city manager or his/her authorized designee, that the land has exceptional recreational value that warrants its acceptance as parkland or open space.” [Article \(b\) \(4\) \(xi\)](#)

CREDIT FOR PUBLICLY ACCESSIBLE PARKS THAT THE DEVELOPERS PROVIDE

LEANDER CURRENT

“In lieu of payment of park improvement fees, the (City) may approve a plan from the developer to construct park improvements. If the park or any portion of the park is with areas shown in the City Parks, Recreation & Open Space Master Plan as land that meets strategic needs for future parks and/or trails, the developer may be required to construct trails or other park amenities in lieu of payment of the park improvement fee.” Article (c)(4) 1st paragraph.

LEANDER PROPOSED

Add: “Credit for publicly accessible parks up to 100% may be provided if park improvements meet all requirements of this ordinance and City needs”. Article (c)(4).

EXTRA TERRITORIAL JURISDICTION (ETJ)

LEANDER CURRENT

Article IV, Section 61, 1st paragraph: A developer of any subdivision... which includes residential lots, building sites, or multi-family residential site development within the city limits or the City's extra territorial jurisdiction.... Shall prepare a park plan to provide for sufficient and suitable park and land park improvements for the purpose of public recreation..."

[Parkland dedication applies to...] "A developer of any residential subdivision within the City's territorial jurisdiction..."

LEANDER PROPOSED

Add/define to current: "For subdivisions located outside the city limits, up to [100 percent] credit may, at the discretion of the City, be given if the subdivider enters into a written agreement with the City stating that all private parkland shall be dedicated to the City at the time of full purpose annexation of said subdivision by the City."

Article (e) (3)

TIME LIMIT FOR EXPENDITURE OF DEDICATION FUNDS

LEANDER CURRENT

No time limit on the expenditure of funds.

Highly recommended the city adopt a time limit on when these funds must be used.

LEANDER PROPOSED

Add: “The City must expend the funds within five (5) years from the date received for acquisition or development of neighborhood recreation land, or ten (10) years for a community or regional park.”

Article (j)

FREQUENCY OF ORDINANCE REVIEWS

LEANDER CURRENT

No frequency of review is required.

Highly recommended to add this language.

LEANDER PROPOSED

Add: “City Council requires the review of the ordinance every 3 years and be updated as necessary”.

Article (k)

PARK PUBLIC ART FUND

LEANDER CURRENT:

"Improvements to public park and recreational lands includes public art installations. The Park Fund will contain a category entitled "Park Public Art Fund" where fifteen percent (15%) fee-in-lieu and park improvements fees, and interest on such money, will be held to be used for public art in public parks and recreational land; provided that the City Council may, from time to time, authorize use of the funds for purchasing parkland or non-public art improvements or renovations when determined necessary in relation to a particular public park project. Such fund shall be invested or held in an interest-bearing account and all earnings and interest shall accrue to the Park Fund."

Article (f) (1)

LEANDER PROPOSED:

"No change to current language"

Example 1:

Proposed Dedication Plan: 23.18 acres/320 DU's

Fee-in-lieu

- Total development acreage as platted: 23.18
- Established Fair Market Value per acre: \$100,000/acre
- Current City level of service/acre = 63.72 DU's
- $\$100,000 / 63.72 = \$1570/\text{DU}$
- $\$1570/\text{DU} \times 320 \text{ total development units proposed} = \$502,400.00 \text{ FIL}$

Park Development Fee

- $\$86,000/\text{acre} / 63.72 \text{ DU's/acre} = \$1350/\text{DU}$
- $320 \text{ DU's} \times \$1350 = \$432,000$

Total Parkland Fees: \$934,400

Options:

1. No park land dedication (private or public): \$502,400 FIL + \$432,000 PDF = \$934,400 to be paid to the City.
2. Parkland Dedication with privately owned and HOA maintained parkland: Total: \$934,000 / 50% credit for private/HOA park = \$467,000 to be used for private parkland and \$467,000 to be paid to the City.
3. Parkland Dedication as a Public Park (maintained by HOA and/or City with agreement). 100% credit - \$934,000 FIL & PDF to be used to develop the public park within the development. \$0 to be paid to the City. Minimum of 7.5 acres per 100 DU's). Public parks and amenities will be deeded to the City.
4. Parkland Dedication which includes a customized plan of private and public park areas. Total of \$934,000 with (at minimum) 50% or \$467,000 to be used to develop a public park and remainder to be used for private park(s).

Example 2:

Proposed Dedication Plan: 83.41 acres/224 DU's

Fee-in-lieu

- Total development acreage as platted: 83.41
- Established Fair Market Value per acre: \$85,000/acre
- Current City level of service/acre = 63.72 DU's
- $\$85,000 / 63.72 = \$1334/\text{DU}$
- $\$1334/\text{DU} \times 224 \text{ total development units proposed} = \$298,816 \text{ FIL}$

Park Improvement Fee

- $\$86,000/\text{acre} / 63.72 \text{ DU's/acre} = \$1350/\text{DU}$
- $224 \text{ DU's} \times \$1350 = \$302,400$

Total Parkland Fees: \$601,216

Options:

1. No park land dedication (private or public): \$298,816 FIL + \$302,400 PDF = \$601,216 to be paid to the City.
2. Parkland Dedication with privately owned and HOA maintained parkland: Total: \$601,216 / 50% credit for private/HOA park = \$300,608 to be used for private parkland and \$300,608 to be paid to the City.
3. Parkland Dedication as a Public Park (maintained by HOA and/or City with agreement). 100% credit - \$300,608 FIL & PDF to be used to develop the public park within the development. \$0 to be paid to the City. (Minimum of 7.5 acres per 100 DU's). Public parks and amenities will be deeded to the City.
4. Parkland Dedication which includes a customized plan of private and public park areas. Total of \$601,216 with (at minimum) 50% or \$300,608 to be used to develop a public park and remainder to be used for private park(s).

Summary

- 63.72 Du's/ acre is Leander Baseline
- Geographic Nexus – 3 or 4 zones TBD
- Fee-in-lieu established based on Appraised Fair Market price per acre
- Park Improvement Fee established between \$1350 and \$2673/DU
- Credit of 50% for private park land within the development, 50% to park fund
- Up to 100% credit for providing publicly accessible parks
- Credit for floodplain and slopes to be based on a 3:1 basis
- Time limit on expenditures of funds (5 years and 10 years)
- Ordinance review to be conducted every 3 years

Parkland Dedication Fees Comparison Chart – updated 3-2024

City	Park land acres/ 1000 Residents	Required Acres/ DU or Acres/# of residents	Single Family DU/Residents or Ratio	Multi-Family DU/Residents or Ratio	Fee-in-lieu	Recreation Improvement/Dev. fee	ETJ and/or Commercial/ Industrial Fee	Other Considerations (I.e. Flood plains; slopes > 50%; expenditures)	Parkland Dedication to provide amenities such as Public Art
Leander, TX	90,000 Pop. (2024) 431 Park Acres – (all Developed and undeveloped) 4.78 acres/1000	SF & MF = 3.50 acres/100 DU 100 DU's = 328 residents	1 acre of parkland serves 199.535 residents	See previous column	SF = \$1050/DU MF= \$1050/DU	SF = \$400/DU MF = \$400/DU	ETJ – Same as City Commercial/Industrial = None	50% credit for flood plains and slopes. Some credit provided for detention areas	Yes – 15% of FIL & RIF
Cedar Park, TX	77,642 Pop. (3/2024 - US Census) 1371 Park acres 17.657 acres/1000 residents	8 acres/1000 residents	SF = 3 Residents/ DU average.	MF = 2 Residents/DU average.	\$1200/ DU w/density less than 6 DU's/acre; \$1000/DU with density of 6 to 20 DU/acre; \$800/DU w/density greater than 20 DU's	\$450/DU w/density of less than 6 DU per acre; \$375/DU for density of 6-20 DU's /acre; \$300/DU w/density greater than 20 DU/acre 1 acre = \$30,000	ETJ treated same as City. None for Commercial	50% of floodplain can be credited toward parkland requirements	No
Georgetown, TX	Pop. (3/2024 - World Population Review) 1500 Total Acres 14.323 acres/1000 residents	With 1 or 2 DU on a lot = 1 acre/80 DU's; 3 or more DU's on a lot = 1 acre/110 DU's	Minimum of 3 acres	1 acre required per every 110 DU's	1 or 2 DU on lot = \$650/DU 3 or more DU on lot or parcel = \$475/DU	1 or 2 DU on Lot or parcel = \$1000/DU 3 or more DU on lot or parcel = \$750/DU	Same required for ETJ None for Commercial	50% of parkland may not exceed 20% grade; 50% of floodplain can be credited toward parkland requirements	No
Pflugerville, TX	65,628 Pop. (3/2024 - World Population Review) 1550 Total acres 23.61 acres/1000 residents Incl. Developed and undeveloped acres	6.6 DU/acre X persons/unit = acres to be dedicated Ex. SFR 6.6 x 3.0 = 19.80 park acres required	2.7 – 3.0 Residents/DU avr.	2 – 2.7 Residents/DU avr.	\$43,560/acre required	Through formula, minimum development fee required = \$350,000 per 1409 residents \$745 per DU up to 6 DU per acre	No data None for Commercial	50% of floodplain can be credited toward parkland requirements	No
Round Rock, TX	132,863 Pop. (3/2024 - World Population Review) 2270+ Total acres 17.08 acres/1000 residents	Convey amount of land based on % of the total acreage	1%-14% of the total acreage (typically 3-4 acres per 50 acres of subdivision) (Average \$1400 X 50 acres = \$70,000)	14% - 20% of the total acreage (typically 1.6 acres per 10 acre development) (Average \$3500 X 10 acres = \$35,000)	SF = \$200 to \$1600 per acre MF = \$2,800 to \$4000 per acre	No fee, but requirements for parkland development are provided (i.e. sidewalks, minimum road frontage	\$800/acre for non- residential	No data	No
Hutto, TX	45,232 Pop. (3-2024 -World Population Review) 240 Total acres 5.30 acres/1000 residents	No Requirement	See previous column	See previous column	SF = \$300/DU MF = \$175/DU	SF & MF = \$500/DU	\$800/acre of non- residential – minimum 3 acres	No data	No

City	Park land acres/ 1000 Residents	Required Acres/ DU or Acres/ # of residents	Single DU	Multiple DU	Fee-in-lieu	Recreation Improvement/Dev. fee	ETJ and/or Commercial/ Industrial Fee	Other Considerations (i.e. Flood plains; slopes ▶ 50%;)	Parkland Dedication to provide amenities such as Public Art
Leander, TX	86,000 Pop. (2022) 401 Park Acres 4.66 acres/1000	SF & MF = 3.50 acres/100 DU	See previous column	See previous column	SF = \$1050/DU MF= \$1050/DU	SF = \$400/DU MF = \$400/DU	ETJ – Same as City Commercial/Industrial = None	50% credit for flood plains and slopes. Some credit provided for detention areas	Yes – 15% of FIL & RIF
Austin, TX	1,037,436 Pop. (2021) 24,341 Total acres 23.47 acres/1000	9.4 acres/1000 residents	2.2 – 2.8 Residents/DU	1.7 – 2.2 Residents/DU	Low Density Fee = \$1,505.75 per unit Medium Density Fee = \$1,183.09 per unit High Density Fee = \$914.21 per unit Hotel/Motel Fee = \$681.08 per room	Low Density Fee = \$495.12 per unit Medium Density Fee = \$389.02 per unit High Density Fee = \$300.61 per unit Hotel/Motel Fee = \$223.95 per room	Hotel/Motel = 1.7 residents X annual occupancy rate No commercial/ Industrial in place yet. Working on ordinance revision.	FIL must be spent on parks within 2 miles of sub-division development	No
Flower Mound, TX	82,330 Pop. (2021) 750 Total acres 9.14 acres/1000	3.36 acres/100 DU	See previous column	See previous column	Based on fair market value = 5 acre park = \$206,800	\$1388/DU	No data None for Commercial	No data	No
Temple, TX	82,784 Pop. (2021) 925 Total Park acres 11.14 acres/1000	1 acre/133 DU	See previous column	See previous column	SF & MF = \$225/DU	None	ETJ – Yes if within 1 mile of city limit & more than 9 DU; and proposed for annexation	Drainage areas may be accepted	No
Belton, TX	22,780 Pop. (2021) 275 Park Acres 11.95 acres/1000	1 acre/100 DU With a minimum of 2 acres of suitable park land	See previous column	See previous column	SF & MF = \$200/DU	None	No data	No data	No
College Station, TX	121,663 Pop. (2021) 1700 Total acres 14.04 acres/1000	SF = 1 acre/117 DU MF = 1 acre/278 Bedrooms	See previous column	See previous column	SF = \$274/DU MF= \$115/bedroom	SF = \$362/DU MF = \$152/bedroom	No data	Avr. Park cost = \$300,000	No
New Braunfels, TX	101,637 Pop. (2021) 700+ acres 7.50 acres/1000 residents	480 residents/acre 168 DU's/acre \$35,000 cost /acre	See previous column, but separate fee for neighborhood park vs regional park	Same as previous column	SF & MF = \$208/DU	\$342,000 construction cost/acre 168 DU's/ acre \$2038/DU	ETJ treated same as City. None for Commercial	Floodplain on a 3 to 1 basis; Detention areas not used to meet requirements; cannot exceed 20% grade on 50% of the land	No
Lewisville, TX	117,827 Pop. (2021) 3000 total acres 25.42 acres/1000	SF & MF = 3.00 acres/100 DU	See previous column	See previous column	Parkland area required x fair market value = the \$ to be paid as fee-in- lieu	\$1000/DU	ETJ – Same as city	No data provided in the ordinance	No
Rosenberg, TX	44,708 (2021) 450 acres 10.22 acres/1000	6.25 acres/1000 residents or number of DU's /53.33	See previous column	See previous column	SF & MF = \$950/DU	SF & MF = \$750/DU	No data	50% of floodplain can be credited toward parkland requirements	No

Parkland Dedication Service Districts





EXECUTIVE SUMMARY
4/4/2024

AGENDA SUBJECT:

Staff Reports

- Water Update

BACKGROUND:

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Amount requested:

Approved in current budget (Yes / No):

Expenditure (New / Amended):

Recurring or one-time:

Fund source (Operating / Utility / etc.):

Attachments:

1. 04APR24 Water Update



BCRUA Pipeline & Water Conservation Update

April 4, 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**
 - *Existing 78-inch BFV valve seat was checked. No damage or debris. Valve was checked for leak, no leaks.*
 - *New 78-inch BFV was sent back to GA to be reworked. Once returned from the shop, team will schedule time to install.*
 - *Successfully pumped grout into the caissons for the goalpost pipeline supports. All grouting is complete.*
 - *Schedule is tracking for Friday, 29 March to start filling the RWL.*

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.

Blind flange will be relocated here
Directly tied to piece mark #511.
An EPDM gasket will separate 511 and blind flange



EPDM rubber gasket here

THIS WAS AN OLD NOTE, AND SHOULD BE DISREGARDED.

EXISTING 4X2 TAPPED FLANGE ON EXISTING SPOOL PIECE.

Thalle will remove blind flange (highlighted) from existing 78" RW line. Piece mk #511 will then be installed as well as new BFV (red clouded area). Blind flange will then be installed on new BFV before the end of shutdown.

511

in site

Existing Line

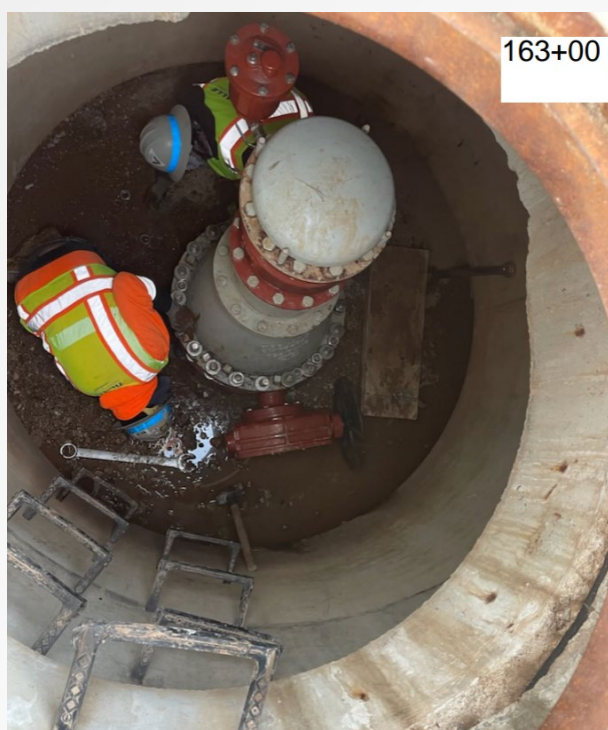
THIS IS THE EXISTING 78" BUTTERFLY VALVE INSTALLED IN 2010.

Isolation gasket

THE PROPOSED 78" BUTTERFLY VALVE WAS INTENDED TO BE INSTALLED HERE. WILL BE INSTALLED HERE AT A LATER DATE.









Phase Transition after Repair Completion

- *Update city phone, website, road message boards, bandit sign removal*
- *Everbridge mass notification*
- *Notify HUB users, notify garden vendors, begin irrigation meter unlocks*
- *Transition & notify Rancho Sienna/Lively customers & HOAs*
- *Resume new meter installations*

Phase 2

Beyond Repair

- *Monitor water usage and drought conditions*
- *Congratulate community!!*
- *Enforcement returns to normal business hours*
- *Reeducate public on Phase 2 and drought conditions*
- *Begin Summer themed messaging*



EXECUTIVE SUMMARY
4/4/2024

AGENDA SUBJECT:

Approval of the minutes for meeting held on March 21, 2024.

BACKGROUND:

Attached are the draft minutes for meeting held on March 21, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft minutes 03.21.2024



**MINUTES
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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:00 p.m.

2. Roll Call.

Roll call reflected all present.

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.

Convened into Executive Session at 6:02 p.m.; reconvened into open session at 6:42 p.m.

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.

1. Motion: to approve a 380 agreement by and between Titan Land and City of Leander as discussed in Executive Session; and authorize the interim City Manager to execute any and all necessary documents.

By: Esme Mattke Longoria; 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

2. Motion: to approve 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. By: Esme Mattke Longoria; 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

3. No action.

4. No action.

Briefing workshop adjourned at 6:43 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:01 p.m.; Chaplain Rip Lorick performed the invocation; Mayor Christine DeLisle led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present.

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

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

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

No one spoke.

7. Recognitions/Proclamations/Visitors.

- Monarch Butterfly Pledge Proclamation

8. Staff Reports

- Water Update

Water update included BCRUA raw waterline; water conservation messaging on website and social media; and enforcement.

9. Leander History

Leander History topic was Dr. Elijah Dewey Harmon.

CONSENT AGENDA: ACTION

Motion: Consent Agenda items 10 through 17.

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

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.

Presentation included Williamson County Transportation Plan; 2019 Bond Projects in Precinct 2; 2023 Bond Projects in Precinct 2; ultimate project; and Phase 1A project map, details, project costs and current project costs.

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 $\pm$ 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.

Motion: to approve the second reading of an Ordinance regarding Travisso Voluntary Annexation Case A-23-0010.

By: Chris Czernek

Seconded: Becki Ross

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

No: None

Abstain: None

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 $\pm$ 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.

Motion: to approve the second reading of an Ordinance regarding Zoning Case Z-23-0095.

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

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

Motion: to approve an Ordinance to update the Roadway Service Area Map to incorporate recently annexed areas into the City.

By: Becki Ross

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

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.]*

None.

23. Council Member Closing Statements.
Kathryn Pantalion Parker - stated exciting time in Leander.

Esme Mattke Longoria - thanked staff and residents for conserving water.

David McDonald - thanked staff for their hard work and Interim City Manager for getting work done.

Na'Cole Thompson - commented excited to see collaboration with City and Partnerships.

Chris Czernek - commented happy with staff and so many projects; and thanked Executive Director of Infrastructure Dan Grimsbo for his expertise.

Beck Ross - stated excited to be a part of things.

Christine DeLisle - stated dinner came from Domino's Pizza tonight; reminded everyone to shop locally; commented humbling to sit in Mayor's chair; barely see all the work done behind the scenes; and Leander residents are fantastic.

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.

Did not need to reconvene back into Executive Session.

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 W~~water ~~L~~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

Adjourned at 7:52 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
4/4/2024

AGENDA SUBJECT:

Approval of Amendment No. 1 to Task Order HZI-2 for planning level cost estimates of transportation improvements recommended in the Ronald Reagan Boulevard Corridor Study conducted by Huitt-Zollars, Inc. in the amount of \$73,570.00, for a new total of \$161,181.00; and authorize the Interim City Manager to execute any and all documents.

BACKGROUND:

The original Task Order HZI-2 for Ronald Reagan Boulevard Corridor Study was approved by Council on October 21, 2021, with the scope for analysis of traffic flow on Ronald Reagan for a total amount of \$87,611.00. The original corridor study provided recommendations for proposed traffic signal placement, median openings, safety improvements, and driveway placement for access management.

The additional scope for Amendment No. 1 of this task order will include planning level cost estimates for the recommended improvements in the original Task Order HZI-2. This additional professional service will help prepare for the financial needs related to the recommendations provided in the original Task Order.

Huitt-Zollars submitted a proposal to perform the additional services over a three (3)- week period for an amount not to exceed \$73,570.00, resulting in a total for Task Order HZI-2 to be \$161,181.00.

HISTORY/TIMELINE:

10/21/2021 Council Approval of Task Order HZI-2

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of Amendment 1 to Task Order HZI-2 for the Ronald Reagan Boulevard Corridor Study from Huitt-Zollars, Inc. in the not-to-exceed amount of \$73,570.00 and authorizing the Interim City Manager to execute any and all documents

PRESENTER:

Emily Truman, P.E., CFM, PMP, City Engineer

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$73,570.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amendment

Recurring or one-time:

One-time

Fund source (Operating / Utility / etc.):

CIP Contract Labor 40-04-5600

Attachments:

1. Amendment No. 1 Ronald Reagan Cost Estimates 03.15.2024
2. Original Task Order No. HZI-2 - Ronald Reagan Boulevard Corridor Study - 10-21-2021

CONTRACT AMENDMENT FOR PROFESSIONAL SERVICES

AMENDMENT NO. 1 TO TASK ORDER NO. HZI-2

This will constitute authorization between the CITY OF LEANDER, TEXAS (Owner) and HUITT-ZOLLARS INC. (Firm), to adopt AMENDMENT NO. 1. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

**CITY OF LEANDER
RONALD REAGAN BOULEVARD CORRIDOR STUDY
ENGINEER'S OPINION OF PROBABLE COSTS**

A. AMENDMENT DESCRIPTION

- Engineer to develop planning level/budgetary opinion of probable costs (cost estimates) for the proposed improvements identified in the Ronald Reagan Corridor Study within the City limits.
- The payable increase from the original Task Order amount of \$87,611.00 to \$161,181.00. Total amendment amount of \$73,570.00.

B. EXHIBITS ATTACHED TO THIS AMENDMENT

- Huitt-Zollars, Inc. Amendment Letter
- Schedule A – Huitt-Zollars, Inc. Fee Schedule
- Scope of Services
- Attachment C – Fee Schedule

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title Interim City Manager

Attest _____

Date _____

ACCEPTED:

HUITT-ZOLLARS, INC.

By 

Title Vice President

Attest _____

Date 3/15/24

March 7, 2024

Mr. Tony Bettis
CIP Project Manager
City of Leander
201 N. Brushy St.
Leander, TX 78641
tbettis@leandertx.gov

Reference: Ronald Reagan Boulevard Corridor Study
Engineer's Opinion of Probable Costs
Leander, Texas

Subject: Proposal for Professional Services

Dear Mr. Bettis,

Huitt-Zollars, Inc. (HZ) appreciates the opportunity to provide this proposal for professional services associated with previous services provided for the Ronald Reagan Boulevard Corridor Study (study) completed in 2023. HZ understands that the City of Leander (City) is seeking traffic engineering services to develop planning level/budgetary opinion of probable costs (cost estimates) for the proposed improvements identified in the Ronald Reagan Corridor Study within the City limits. The cost estimates will be determined for short-, mid-, and long-term projects as identified in the study and are to include both hard (i.e., construction) and soft costs (e.g., surveying, engineering, geotechnical, environmental, right-of-way (ROW) acquisition, legal, construction management, inspection, materials testing, etc.).

SCOPE OF SERVICES:

1.0 Basic Services:

A. Planning Level/Budgetary Cost Estimates

1. Provide draft exhibit for use with the cost estimates showing limits of the proposed improvements for the study intersections.
2. Produce draft cost estimates for short-, mid-, and long-term improvements for each intersection as identified in the study. The cost estimates will include both hard and soft costs. Soft costs are typically based on a percentage of construction costs.
3. Provide draft summary sheet of all hard and soft costs for each short-, mid-, and long-term improvement for each intersection as identified in the study.
4. Provide exhibits, draft cost estimates, and draft summary sheets to the City for review. Address City review comments.
5. Produce final exhibits, cost estimates, and summary sheets.

COMPENSATION:

Our estimated budget for the Basic Services is \$73,570 (billed at an hourly rate, not to exceed). A level of effort spreadsheet is attached.

Reimbursable/Non-Labor Expenses

Reimbursable/non-labor expenses include mileage for automobile travel for design meetings/site visits and the bid opening as noted. They do not include reimbursable expenses such as reproduction of documents, shipping and mailing expenses, and any other disbursements, etc., made on behalf of the Client. Items such as these will be billed accordingly as necessary.

Please note that the above fees are based on a smooth project implementation and have assumed no major changes by the Client or reviewing agencies. Work provided outside the above scope of services will be billed as an additional service. The Client will be notified prior to any additional services being performed.

SCHEDULE:

- Draft Exhibits, Cost Estimates, and Summary Sheets - To be completed three (3) weeks from Notice to Proceed (NTP).
- Final Exhibits, Cost Estimates, and Summary Sheets - To be completed three (3) weeks after receiving comments.

ASSUMPTIONS / EXCLUSIONS

In preparing this proposal, we have made the following assumptions (note, some of the services indicated may be added upon request):

- All quantity take offs will be based on available aerial images and information available. No on the ground survey or field measurements will be performed.
- No preliminary engineering, design, bid, permit, or construction phase services at this time.
- No QL-A SUE/Test holes. No QL-B/C/D SUE. HZ is to approximate location of wet (water, wastewater, reclaimed water) and dry utility information as best as possible based on records available online (i.e., GIS) and records received from the City.
- No detention or water quality treatment.
- No relocation of existing water or wastewater lines/wet utilities.
- No relocation of dry utilities beyond adjustment of handhole and manholes to finished grade.
- No franchise utility relocations.

Please note that the above fees are based on a smooth project implementation and have assumed no major changes by the Client or reviewing agencies (i.e., City). Work provided outside the above scope of services

will be billed as an additional service. The Client will be notified prior to any additional services being performed.

AUTHORIZATION:

Should this proposal meet with your approval, please provide written authorization via email to rg@huitt-zollars.com . We will schedule the above services as soon as we receive your written authorization. If you have any questions, please contact me.

Respectfully submitted,
Huitt-Zollars, Inc.

A handwritten signature in blue ink, appearing to read 'RZ' with a stylized flourish.

Rey Gonzalez, P.E.
Vice President

Attachments:
Level of Effort Spreadsheet

City of Leander
Ronald Reagan Blvd Corridor Study
Planning Level/Budgetary Opinion of Probable Costs
Huitt-Zollars
3/8/2024

Task	Sr. Project Manager	Sr. Traffic Engineer	Traffic Engineer	Sr. Designer	EIT/CADD Tech.	Total Hours	TOTAL FEE
	\$300	\$220	\$150	\$140	\$110		
Project Management	12	12				24	\$6,240
Review Proposed Improvements	2	4	4	8	8	26	\$4,080
Develop Exhibits Showing Planning Level Project Footprint (All quantity take offs will be based on available aerial images and information available. No on the ground survey or field measurements will be performed.)	4	6	20	40	52	122	\$16,840
Develop Cost Estimates Based on Planning Level Exhibits and Quantities Obtained From Aerial Imagery							
Short Term Cost Estimate	2	6	16	28	32	84	\$11,760
Mid-Term Cost Estimate	2	4	8	12	24	50	\$7,000
Long Term Cost Estimate	2	6	8	48	24	88	\$12,480
QA/QC	2	6				8	\$1,920
Coordination with the City	8	8	4			20	\$4,760
Address City Comments and Produce Final Exhibits, Cost Estimates, and Summary Sheets	2	2	8	24	24	60	\$8,240
Reimbursables							\$250
TOTAL	36	54	68	160	164	482	\$73,570



Ronald Reagan Boulevard Cost Estimates

2024

HOURLY RATE SHEET

Engineering/Architecture

Principal	\$ 325.00
Design Principal	\$ 325.00
Sr. Project Manager	\$ 300.00
QA Manager	\$ 300.00
Project Manager	\$ 275.00
Sr. Civil Engineer	\$ 250.00
Sr. Structural Engineer	\$ 270.00
Sr. Mechanical Engineer	\$ 250.00
Sr. Electrical Engineer	\$ 250.00
Civil Engineer	\$ 200.00
Structural Engineer	\$ 200.00
Mechanical Engineer	\$ 200.00
Electrical Engineer	\$ 200.00
Plumbing Engineer	\$ 200.00
EIT	\$ 155.00
Engineer Intern	\$ 125.00
Sr. Architect	\$ 250.00
Sr. NL Architectural Staff	\$ 170.00
Architect	\$ 175.00
Architect Intern 1	\$ 110.00
Architect Intern 2 Architect	\$ 125.00
Intern 3	\$ 155.00
NL Architectural Staff	\$ 135.00
Sr. Landscape Architect	\$ 195.00
Landscape Architect	\$ 155.00
Landscape Architect Intern	\$ 115.00
Sr. Traffic Engineer	\$ 220.00
Traffic Engineer	\$ 150.00
Sr. Planner	\$ 300.00
Planner	\$ 165.00
Planner Intern	\$ 130.00
Sr. Designer	\$ 175.00
Designer	\$ 140.00
Sr. CADD Technician CADD	\$ 160.00
Technician	\$ 110.00

Interior Design

Sr. Interior Designer	\$ 160.00
Interior Designer	\$ 125.00
Interior Designer Intern	\$ 100.00

Survey

Survey Manager	\$ 215.00
Sr. Project Surveyor	\$ 200.00
Project Surveyor	\$ 150.00
Sr. Survey Technician	\$ 130.00
Survey Technician	\$ 120.00

Survey Crews

1-Person Survey Crew	\$ 120.00
2-Person Survey Crew	\$ 180.00
3-Person Survey Crew	\$ 240.00

Construction

Sr. Construction Manager	\$ 220.00
Construction Manager	\$ 200.00
Resident Engineer	\$ 185.00
Sr. Project Representative	\$ 200.00
Resident Project Representative	\$ 140.00

Administrative

Sr. Project Support	\$ 115.00
Project Support	\$ 90.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. HZI-2

This will constitute authorization by the City of Leander, Texas (Owner), for Huitt-Zollars, Inc. (Engineer), to proceed with the following described engineering services.

RONALD REAGAN BOULEVARD CORRIDOR STUDY

A. PROJECT DESCRIPTION

The project consists of a roadway corridor study for Ronald Reagan Boulevard, from the Cedar Park City Limits to SH 29, in Leander, Texas (see Exhibit 1). Our understanding is that the City would like HZ to provide guidance on the type of controls to be used to manage traffic at intersections along Ronald Reagan Boulevard within the City Limits. The study will evaluate traffic signal spacing, median opening placement, safety analysis, and access management along the corridor.

The study will conduct a Synchro analysis of fifteen (15) signalized and unsignalized intersections along the corridor as indicated in Exhibit 2. Recommendations will be made for proposed traffic signal placement, median openings, safety improvements, and driveway placement for access management. In addition, a VISSIM model will be created with the recommended option to confirm operation of the corridor.

B. SCOPE OF SERVICES

Huitt-Zollars, Inc. will provide study phase services as described in the attached Scope of Services.

C. DELIVERABLES

Huitt-Zollars, Inc. will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

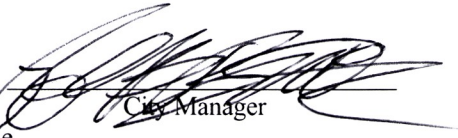
The total compensation for the Ronald Reagan Boulevard Corridor Study shall be billed at an hourly rate, not to exceed \$87,611. The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. Study phase services are anticipated to take approximately 6 months, including time for review and collaboration with the City.

APPROVED:

CITY OF LEANDER, TEXAS

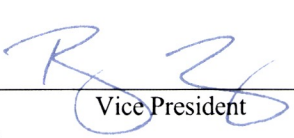
By 
Title City Manager

Attest Dana Crabtree

Date 10.21.2021

ACCEPTED:

HUITT-ZOLLARS, INC.

By 
Title Vice President

Attest _____

Date 9/17/21



EXECUTIVE SUMMARY
4/4/2024

AGENDA SUBJECT:

Approval of an Interlocal Cooperation Contract for Failure to Appear Program between Texas Department of Public Safety and the City of Leander Municipal Court; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

Due to changes in the recent 88th Legislative Session, the Texas Department of Public Safety (DPS) revised its Failure to Appear (FTA) contract with local municipal courts. The FTA program allows the participating court to report Failure to Appear offenses to DPS which then allows DPS to deny renewal of driver licenses. The Leander Municipal Court has an existing interlocal cooperation contract with DPS and must execute the revised agreement in order to remain in the FTA Program.

The changes to the original contract provide clarity regarding each parties' responsibilities; includes indigency into the program as mandated by HB 291, 88th Legislative Session; and adds language to account for future changes in either federal or state law.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

Attachments:

1. DPS FTA Contract Renewal Cover 2024
2. DPS FTA ICC Contract Renewal 04.04.2024



STEVEN C. McCRAW
DIRECTOR
WALT GOODSON
FREEMAN F. MARTIN
DWIGHT D. MATHIS
DEPUTY DIRECTORS

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT

January 29, 2024

LEANDER MUNICIPAL COURT
PO BOX 319
LEANDER, TX 78646

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88th Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:

Enforcement & Compliance Service

5805 North Lamar Blvd, Bldg A,

Austin, TX 78752-0300

E-mail: driver.improvement@dps.texas.gov

Fax: (512) 424-2848

Should you have any questions, please send an email to driver.improvement@dps.texas.gov. Thank you for your immediate attention to this matter.

Regards,
Manager
Enforcement and Compliance Service

Enclosure

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas

County of _____

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the _____ Court of the [City or County] of _____ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. **Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. **Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5311 [fax] Driver.Improvement@dps.texas.gov (512) 424-7172
Address:	
Address:	
Fax:	
Email:	
Phone:	

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signatory

Driver License Division Chief or Designee

Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.



EXECUTIVE SUMMARY
4/4/2024

AGENDA SUBJECT:

Approval of a Special Event Permit for the 12th Annual Leander Bull Riding Shootout to be held on May 3 - 4, 2024, with an inclement weather contingency date of May 24 - 25, 2024, at the South San Gabriel River Park Property, Leander, Williamson County, Texas.

BACKGROUND:

The Broken G Rodeo Company has requested a special event permit to use the South San Gabriel River Park property for the rodeo to be held on May 3rd, 2024, and May 4th, 2024. In the event of rain or inclement weather, the contingency dates are May 24th, 2024, and May 25th, 2024. Broken G intends to access the property a few days before the event to set up the rodeo arena, and the two (2) days following the event, break down the arena. This event has taken place on this property since 2018 and there have been no issues. The Leander Fire Department, Police Department, and Parks and Recreation Department have approved the permit. Broken G will provide the following:

Emergency Action Plan
Traffic Control and Security
EMS Medical Standby
Texas Alcohol and Beverage Commission Special Event License to Sell Beer
Williamson County Food Handler Permit
Proof of Insurance Naming the City of Leander as an Insured Party

Broken G is a professional bull riding company that has produced several fundraising events for Rouse High School and Leander High School FFA. Broken G is owned and operated by Louie Garcia of Cedar Park, Texas.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval

PRESENTER:

Mark Tummons, Director of Parks & Recreation

Fiscal Impact

Attachments:

1. 12th Annual Permit Application - Revised



SPECIAL EVENT IN THE PARK PERMIT

Please read the enclosed application materials carefully as some of our policies and procedures have changed. As the event organizer, it is your responsibility to know the guidelines and requirements for your type of event and make sure the application is completed.

- All permit applications require a copy of the site/event plan of the rental area.
- All rental and permit fees are due when packet is submitted.
- Be advised that parks are open to the public and the Parks and Recreation Department cannot be held responsible for the intrusion of members of the public not associated with your reservation. Should you experience any problems during your rental, please contact the non-emergency Police, 512.528.2800.
 - o In case of emergency, call 911.
- The Parks and Recreation Department reserves the right to audit functions for excessive attendance. Additional fees will be assessed if the rental exceeds stated participation and/or the rental can be terminated immediately.

Do not assume your event is approved or start advertising until you have an approved permit.

Name of Event: 12TH ANNUAL LEANDER BULLRIDING SHOOTOUT

Name of Organization/Individual: BROKEN C RODEO Co.

Applicant Name: LOUIE GARCIA DOB: 08-24-77

Phone Number (Primary): 512-680-9975 (Secondary): _____

Email Address: BROKENCATTLE@YAHOO.COM

Address: 12245 HEROWAY City: LEANDER State: TX Zip: 78641

Rental Area: _____ Estimated Attendance: 500-1000

Date of Rental: 04-26-24 Event Start/End Time: 05-10-24

Set Up Start Time: 5-11 PM Take Down End Time: 12 AM

1. Type of Event: ☐ Concert ☐ Parade ☐ Picnic ☐ Walk/Race ☒ Other: RODEO

2. Summary of Event: RODEO WITH VENDORS & BAND

CONGREGENCY DATE 05-24-25-2024

Application continued on back...

3. Will the majority of participants be under 20 years of age? ☐ Yes ☒ No
If yes, number of adults in attendance? _____

Two adult chaperones, 21 years or older, are required for every 50 participants that are 20 years of age or younger. Chaperones shall be present when the rental begins and remain present through the completion of the rental and until all participants 20 years of age or younger have left the park grounds.

4. Will an entry fee be charged? ☒ Yes ☐ No
If yes, fee amount and type: \$15 AT THE GATE

If walk/run, complete appropriate supplemental permit (attached).

5. Will there be tents larger than 20'x20'? ☐ Yes ☒ No

If yes, a permit from the City is required. Tents may not be staked into the ground.

6. Will there be more than 100 people attending but less than 1000? ☒ Yes ☐ No

Two portable toilets and one hand wash station for each 300 estimated attendees are required at each event located at locations that do not have adequate bathroom facilities (trails, Old Town Park, Devine Lake Park, etc.). At least one of the portable toilets must be wheelchair accessible. Portable toilets must be in place no later than three hours prior to advertised start of event and placed in a location approved by the Parks and Recreation Department. Portable toilets must be picked up within one business day after event. The renter is responsible for the care and cleaning of portable toilets. Portable toilets are required for all walks/runs. Receipt or rental confirmation must be submitted prior to rental.

Dumpster requirement: Renter may be required to provide, at minimum, one eight-yard dumpster depending on the level of park use on the day of the event.

7. Will there be food that is not pre-packaged? ☒ Yes ☐ No

If yes, and rental is open to the public, a temporary or annual Food Permit is required. Contact Williamson County and Cities Health District. If your rental is a private event, complete appropriate supplemental permit (attached).

8. Will there be alcohol at your event? ☒ Yes ☐ No

If yes, and rental is open to the public, contact TABC for permitting needs. If yes, and your rental is a private event, complete appropriate supplemental permit (attached).

9. Will your rental include athletic fields? ☒ Yes ☒ No

If yes, coordination with the Athletic Coordinator for field rental is required.

10. Will you be using an oversized grill or catering/food truck? ☒ Yes ☐ No

If yes, complete appropriate supplemental permit (attached).

11. Will the event include Inflatable Amusement Rides/Games? ☒ Yes ☐ No

If yes, complete appropriate supplemental permit (attached).

Complete the following permits as applicable to your event.

Applicant Acknowledgment of Special Use Permit Regulations

Initial YL I agree to indemnify, defend and hold harmless the City of Leander from all liability claims arising from the actions of myself, or my agents, employees, or participants while conducting activities under this permit in City of Leander parks.

Initial YB I understand that in the case of an emergency or for reasons beyond the City's control, the City reserves the right to cancel the scheduled rental prior to scheduled use without liability. Refunds will be made if cancellation by the City is necessary.

Initial YJ I understand that this is only an application and not a guarantee that a permit will be issued. If a permit is issued, I agree that: (1) if any of the information contained in the application is found to be false; or (2) should my conduct, or the conduct of any participants or guests, not be as described in the application; or (3) should any applicable City, County, State, or Federal rules, regulations, codes or laws be violated, any reservations issued shall automatically become null and void and any activity associated with this application will immediately cease.

Initial YC I agree that I: (1) am financially responsible for any costs incurred by the City of damages to City property; (2) forfeit all fees and deposits if it is determined that false information was provided on this application; (3) am financially responsible for any City costs that exceed fees and deposits already collected by the City for enforcement of provisions related to this application for reservation.

Initial YJ I agree that I am responsible to see that all debris and trash is picked up from the rental site and placed in appropriate refuse containers immediately after the rental. Any trash removal expenses (for debris left at rental site not placed in appropriate refuse containers) incurred by the City because of this rental are my responsibility.

Initial YJ I understand that permission to hold this rental/activity does not grant exclusive use of any park. The park is to remain open for public use.

Initial YJ I understand that I am responsible to obtain the necessary permits/approvals granted by agencies or City departments other than the Parks and Recreation Department needed to hold this activity. Permission granted by the Parks and Recreation Department to hold this activity does not imply approval of items under other agencies' jurisdictions.

I hereby attest that to the best of my knowledge, the information contained in this application is true and correct. I have received a copy of the Park Rules and the Special Use Permit Regulations that govern park rentals for the City of Leander. I understand that failure to abide by the same could result in denial of any future rentals.

Signature: [Signature]

Date: 04-25-24

*Application is not valid without initials and signature of applicant.

Event organizer must have a copy of the approved Special Event Permit Application on-site during the reservation times of the rental.

Internal Use Only

Permit Approved: ☐ Yes ☐ No If no, reason: _____

Applicant Contacted: _____ Added to CivicRec: _____

Reviewed By: _____ Date: _____

Additional Requirements: _____

Mobile Food Unit / Vendor Permit**Fee: \$25****Permit and fee required for each vendor to be used***Park or Area(s) Reserved:**☐ Benbrook Ranch Park☐ Bledsoe Park☐ Devine Lake Park☐ Lakewood Park☐ Mason Homestead☐ Northcreek Ranch Park☐ Old Town Park☐ Veterans ParkOther: SAN CARLOS**Permit Requested:**☐ Oversized Grill☒ Catering/Food Truck☐ Vendor/Game TruckVendor Name: B3 FROSTY SNACKS Phone: 760-208-7734Vendor Name: NU DONUT Phone: 512-399-3233

Vendor Name: _____ Phone: _____

Notes:**Oversized Grill/Vendor Truck Permit Regulations**

1. Parks and Recreation has discretion for approval of permits based on activity level on the day of the reservation.
2. Catering/food trucks are not permitted to sell food to park guests other than the party making the reservation.
3. Permit does not guarantee parking space availability. All parking is first come/first served.
4. The use of propane on oversized grills is allowed and must be contained on the trailer/vehicle.
5. Heating of oil, may be done by licensed caterers only and will require proof of liability insurance.
6. All oversized grills must be permanently affixed to a trailer.
7. When parked, trailers must be unhinged from vehicles and not be under trees or on grass.
8. Oversized grills/vendor trucks must fit within two parking spaces. Overall trailer size may not exceed 20' in length.
9. Trailers and trucks must be parked on a hard surface and not extend into the roadway, over grass or turf, or impede traffic.
10. Renter will be responsible for ensuring safe use of grill/truck and proper disposal of all waste and coals.
11. Electric and water hook ups are not provided.
12. Valid permit from Williamson County and Cities Health District must be submitted prior to event.
13. Oversized grill permits may be voided at any time due to current Williamson County burn bans.

By signing below, I certify that I have read the Permit Regulations and that the above information is true and correct.

Name: LUIS GARCIA Signature: [Signature] Date: 05-25-24

Inflatable Amusement Device Permit**Fee: \$25****Park or Area(s) Reserved:**☐ Benbrook Ranch Park☐ Bledsoe Park☒ Devine Lake Park☒ Lakewood Park☐ Mason Homestead☐ Northcreek Ranch Park☐ Old Town Park☒ Veterans Park

Other: _____

SAN

GABRIEL

Vendor Name: _____ Phone: _____

Receipt from vendor must be presented when requesting permit.

Vendor must provide a certificate of liability insurance for one million dollars naming the City of Leander as additionally insured and have a current inspection sticker from the Texas Department of Insurance.

Inflatable Amusement Equipment Regulations

1. Inflatable amusements are permitted only within specifically designated park areas with a permit.
2. Inflatable amusements requiring water for operation are prohibited.
3. Inflatable amusements may be no larger than 400sqft. Consideration for larger equipment may be considered by the Parks and Recreation Director or designee.
4. Inflatable amusements may not be staked in the ground, but secured with other means (sand bags, water barrels) to ensure safety of guests.
5. Parks and Recreation shall determine the location of such equipment within the park.
6. A "Hold Harmless and Indemnification Agreement" must be submitted seven days prior to the rental.
7. A certificate of liability insurance of one million dollars will be required. The renter shall name the City of Leander as additionally insured.
8. Inflatable amusements must also have a current inspection certificate from the Texas Department of Insurance.
9. Usage of devices is restricted to the party receiving written permission and is not to be used by the public.
10. A fee to use the device cannot be charged to individuals participating in your event within the park on the day of your reservation.
11. Inflatable amusements must be monitored by an adult (18 years or older) at all times.
12. Inflatable Amusement Permit, receipt from vendor, and insurance certification must be readily available to present on the day of your event.

By signing below, I certify that I have read the Permit Regulations and that the above information is true and correct.

Name: _____

Signature: _____

LOUISE GARCIA

Date: _____

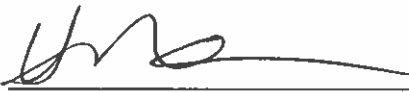
04-25-24

Inflatable Amusements Hold Harmless and Indemnification Agreement

City of Leander Parks and Recreation Special Events in the Park Permit

I, LOUISE GARCIA (Name of Lessee), agree to indemnify, defend, and hold harmless the City of Leander, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, arising from or connected with BRENNEN G. RODAS (Name of Vendor) operations or services for a special event, (ex: inflatable castle/moonwalk, or other rentable amusement devices, etc.), including, but not limited to, liability, expense, and claims for damages of any nature whatsoever, arising from or connected with special event under this agreement, including, but not limited to, liability, expense, and claims for: bodily injury, including death or property damage caused by negligence, creation or maintenance of a dangerous condition of property, breach of express or implied warranty of product, defectiveness of product, or intentional infliction of harm, including any worker's compensation suits, liability, or expense, arising from or connected with services performed by or on behalf of any person pursuant to this agreement.

Name: LOUISE GARCIA

Signature: 

Date: 04-28-24



EXECUTIVE SUMMARY
4/4/2024

AGENDA SUBJECT:

Authorize the BCRUA President to execute a Seventh Amendment to the Master Contract for the Financing, Construction and Operation of the Brushy Creek Regional Utility Authority, Inc. Regional Water Treatment and Distribution Project.

BACKGROUND:

This agenda item is a resolution authorizing the BCRUA President to execute a Seventh Amendment to the Master Contract for the Financing, Construction and Operation of the Brushy Creek Regional Utility Authority, Inc. (BCRUA) Regional Water Treatment and Distribution Project.

To proceed with design and construction of the BCRUA Phase 2A Water Treatment Plant expansion, the BCRUA Board and all three (3) city councils must amend the Master Agreement to add this authorization.

This amendment will expand the definition of “BCRUA Project” to include a new phase to be designated Phase 2A, as described in the Phase 2A Water Treatment Plant Expansion Basis of Design Report and will add a new Exhibit D-3 which allocates the cost of the final engineering design and treatment capacities of Phase IIA.

HISTORY/TIMELINE:

The current water treatment plant (WTP) capacity is 32.5 million gallons per day (MGD). Construction is underway to complete the Phase 1D expansion, thereby increasing treatment capacity to approximately 41.9 MGD. Phase 2A expansion will increase the capacity by approximately 22.3 MDG, with a capacity allocation of 11.7 MGD to the City of Leander (52.4%), 10.6 MGD to the City of Round Rock (47.6%), and 0 MGD to the city of Cedar Park (0%)

Phase 2A Water Treatment Plant (WTP) Expansion will increase treatment capacity to approximately 64.2MGD.

City	Design & Engineering Cost Allocation (%)	Phase IIA Treatment Plant Capacity Allocation (MGD)
Cedar Park	0	0
Leander	52.4	11.7
Round Rock	47.6	10.6

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of authorization by the BCRUA President to execute the Seventh Amendment to the Master Contract for the Financing, Construction and Operation of the Brushy Creek Regional Utility Authority, Inc. Regional Water Treatment and Distribution Project.

PRESENTER:

Daniel Grimsbo, Executive Director of Infrastructure

Fiscal Impact

Attachments:

1. Seventh Amendment to the Master Contract 03.25.24 4881-8714-7697 v.1

**SEVENTH AMENDMENT TO THE MASTER CONTRACT FOR THE FINANCING,
CONSTRUCTION AND OPERATION OF THE BCRUA
REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT**

THIS SEVENTH AMENDMENT TO THE MASTER CONTRACT FOR THE FINANCING, CONSTRUCTION AND OPERATION OF THE BCRUA REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT (the “Seventh Amendment”) is dated and entered into as of the 27th day of March, 2024, by and among Brushy Creek Regional Utility Authority, Inc. (“BCRUA”), a non-profit corporation of the State of Texas (the “State”), created and existing under the laws of the State, including Subchapter D of Chapter 431 as amended, Texas Transportation Code, and the City of Cedar Park, Texas (“Cedar Park”), the City of Leander, Texas (“Leander”), and the City of Round Rock, Texas (“Round Rock”) all home-rule municipalities and political subdivisions of the State (individually, the “City”; collectively, the “Cities”). The BCRUA and the Cities are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, on the 2nd day of September, 2008 the Parties entered into that one certain Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (the “Master Contract”), that provides terms and conditions for the financing, construction and operation of the first phase of the new regional system consisting generally of upgrades to Cedar Park’s raw water intake, a raw water intake line, new water treatment plant, and water transmission mains; and

WHEREAS, on the 22nd day of January, 2009 the Parties entered into that one certain First Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (“First Amendment”) to postpone the date on which the BCRUA Project is to be operational from April 1, 2011 to April 1, 2012; and

WHEREAS, on the 20th day of October, 2010 the Parties entered into that one certain Second Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (“Second Amendment”) to update the estimated costs shown in Exhibit D with actual cost numbers, as well as to revise estimated costs; and

WHEREAS, on the 22nd day of February, 2012 the Parties entered into that one certain Third Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (“Third Amendment”) to delay substantial completion of the water treatment plant from April 2012 to June 2012; and

WHEREAS, on the 25th day of April, 2018 the Parties entered into that one certain Fourth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (“Fourth Amendment”) to expand the definition of “BCRUA Project” to include certain Phase II Regional System Components, as referenced in the Preliminary Engineering Report, and

WHEREAS, on the 22nd day of April, 2021 the Parties entered into that one certain Fifth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (“Fifth Amendment”) to expand the definition of “BCRUA Project” to include all Phase II Regional System Components, as referenced in the Preliminary Engineering Report, and to attach a new Exhibit D-1 to set out the estimated costs, the allocation of the costs among the Parties, and to set out the Parties respective reserved capacities in said Phase II components; and

WHEREAS, on the 5th day of November, 2021 the Parties entered into that one certain Sixth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (“Fifth Amendment”) to expand the definition of “BCRUA Project” to include new phases to be designated Phase IB, Phase IC, and Phase ID, and to attach a new Exhibit D-2 to set out the estimated costs, the allocation of the costs among the Cities, and to set out the Cities’ respective reserved capacities in said Phase IB, IC, and ID components; and

WHEREAS, the Parties now desire to expand the definition of “BCRUA Project” to include a new phase to be designated Phase IIA, and to attach a new Exhibit D-3 to set out the estimated costs, the allocation of the costs among the Cities, and the Cities’ respective reserved capacities in said Phase IIA components;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the Cities and the BCRUA mutually agree that the Master Contract is amended as follows:

ARTICLE I

TABLE OF CONTENTS

The list of exhibits in the Table of Contents of the Master Contract is amended to read as follows:

EXHIBITS

Exhibit A-1	Contract between City of Round Rock and BRA for Lake Travis Water
Exhibit A-2	Contract between City of Round Rock and BRA for Lake Travis Water
Exhibit A-3	Contract between City of Round Rock and BRA for Lake Travis Water
Exhibit B	Contract between City of Cedar Park and LCRA for Lake Travis Water
Exhibit C	Contract between City of Leander for Lake Travis Water
Exhibit D	BCRUA Regional Water Project Capacity and Cost Allocation, Phase IA, Amended: October 20, 2010
Exhibit D-1	BCRUA Regional Water Project Capacity and Cost Allocation, Phase II, Updated: March 30, 2021
Exhibit D-2	BCRUA Regional Water Project Capacity and Cost Allocation, Phases IB, IC, and ID
Exhibit D-3	BCRUA Regional Water Project Capacity and Cost Allocation, Phase IIA
Exhibit E	Descriptions of Phases IB, IC, and ID

Exhibit E-1	Description of Phase IIA
Exhibit F	BCRUA Regional Water Project Maximum Capacities and Delivery Rates

ARTICLE II

ADDED EXHIBIT D-3

The attached document entitled “Exhibit D-3; BCRUA Regional Water Project Capacity and Cost Allocation, Phase IIA has been added to set out the Cities’ respective capacity and cost allocation of Phase IIA of the Regional System Components and it shall be considered attached to and incorporated in the Master Contract.

ARTICLE III

DEFINITIONS

Except as amended herein, all terms used herein shall have the meanings assigned to them in the Master Contract, unless the context clearly requires otherwise.

The Master Contract, Article I, Section 1.1 (f) shall be amended to read as follows:

(f) “BCRUA Project” means, collectively, the Land Interests and the improvements described in the recitals to this Contract and further described in the Preliminary Design Report, and as shown on Exhibit D, Exhibit D-1, Exhibit D-2, Exhibit D-3, Exhibit E, and Exhibit E-1. Without limitation the BCRUA Project includes the facilities, lines, intake structures, storage tanks, booster pumps, and other appurtenances in the BCRUA Project, including specifically Phases IB, IC, and ID, as described in Exhibit E, including specifically Phase IIA as described in Exhibit E-1, and the Phase II Regional System Components, as described in the Preliminary Design Report and owned by the BCRUA sufficient to treat the raw water and deliver the treated water to which the Cities, respectively, are entitled under this Contract.

ARTICLE III

AMENDMENT TO ARTICLE VI, RESERVED CAPACITIES

Sections 6.1, 6.2, 6.3, and 6.4 are amended to read as follows:

Section 6.1 Reserved Capacities in BCRUA Project Components. Each City, respectively, shall have the exclusive right to its reserved capacity in each BCRUA Project component as described in Exhibit D, Exhibit D-1, Exhibit D-2, Exhibit D-3, and Exhibit F. No reserved capacity may be allocated to or used by anyone other than the City on whose behalf that capacity has been reserved, unless the affected City specifically agrees in writing to the allocation or use.

Section 6.2 Reserved Capacities for Treated and Raw Water in the BCRUA Project. Each City, respectively, shall have the exclusive right to take, and the BCRUA shall have the obligation to deliver, treated and raw water at the Delivery Points in the amounts shown in Exhibit D, Exhibit D-1, Exhibit D-2, Exhibit D-3, and Exhibit F

Section 6.3 Transfer of Reserved Capacity. Any City may transfer any portion of its reserved capacity in one or more BCRUA Project components to another City, in exchange for such consideration as such Cities shall deem appropriate. The Cities making such transfer shall provide written notice to the BCRUA and the other City, signed by the Cities making the transfer, specifying the amount of transferred reserved capacity and the affected BCRUA Project component(s), and providing that the Cities otherwise ratify and confirm their pre-existing obligations under this Contract. No such transfer shall be effective until and unless such notice is provided. A transfer of reserved capacity shall not change any Bond Payment, other payment, or other obligations of the Cities pursuant to this Contract.

Section 6.4 Documentation of Transferred Reserved Capacity. In the event that reserved capacity is transferred, the BCRUA and the Cities shall cause a written amendment to be made to Exhibit D, Exhibit D-1, Exhibit D-2, Exhibit D-3, and Exhibit F. describing such transfer and setting forth the revised reserved capacity of each City in the BCRUA Project or component(s) thereof.

ARTICLE IV **MISCELLANEOUS**

Section 4.1 To the extent necessary to effect the terms and provisions of this Seventh Amendment, the Master Contract is hereby amended and modified. In all other respects, the aforesaid Master Contract is hereby ratified and confirmed.

Section 4.2 This Seventh Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Seventh Amendment to be duly executed as of the 27th day of March, 2024.

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: _____
Matthew Baker, President

Attest:

By: _____
Anne Duffy, Secretary

CITY OF CEDAR PARK, TEXAS

By: _____
Jim Penniman-Morin, Mayor

Attest:

By: _____
LeAnn Quinn, City Secretary

CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle, Mayor

Attest:

By: _____
Dara Crabtree, City Secretary

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest:

By: _____
Meagan Spinks, City Clerk

Exhibit D-3

BCRUA Regional Water Project Capacity and Cost Allocation, Phase IIA

	Design & Engineering Cost Allocation (%)	Phase IIA Treatment Plant Capacity Allocation (MGD)
Cedar Park	0	0
Leander	52.4	11.7
Round Rock	47.6	10.6

Exhibit E-1

Description of Phase IIA

<i>Phase</i>	<i>Capacity (MGD)</i>	<i>Description</i>
IIA	22.3	Plant Expansion from 41.9 MGD to 64.2 MGD



EXECUTIVE SUMMARY
4/4/2024

AGENDA SUBJECT:

Authorize the BCRUA President to execute Supplemental Contract No. 1 to the Phase 2A Water Treatment Plant Expansion Planning Level Evaluation project with Walker Partners to provide Final Design Engineering Services for the Phase 2A Project for a total contract amount of \$3,124,207.00 with Leander's cost allocation being \$1,741,305.45.

BACKGROUND:

This agenda item is Supplemental Contract No. 1 to the BCRUA Phase 2A Water Treatment Plant Expansion Basis of Design project. The Phase 2A Planning Level Evaluation Project (aka Basis of Design Project) engineering services contract was approved in September 2023 for a lump sum amount of \$198,895.00. The purpose was to establish a planning level design for the Phase 2A expansion project. The results of this evaluation concluded that the treatment process for Phase 2A will match the existing conventional treatment process implemented during Phases 1A through 1D.

The supplemental contract includes final engineering design services for the Phase 2A water treatment plant expansion, including project management, preparation of construction plans, specifications, bidding documents, stakeholder coordination, and special services such as surveying and geotechnical engineering. Bid and construction phase services will be addressed separately, during the award of the construction bid.

The current water treatment plant (WTP) capacity is 32.5 million gallons per day (MGD). Construction is underway to complete the Phase 1D expansion, thereby increasing treatment capacity to approximately 42 MGD. This project consists of the final design of the Phase 2A Water Treatment Plant (WTP) Expansion to further increase treatment capacity to approximately 64.2 MGD. The capacity allocation for Phase 2A is 11.7 MGD to the City of Leander (52.4%) and 10.6 MGD to the City of Round Rock (47.6%). It is anticipated that construction of the Phase 2A expansion will be substantially complete prior to Summer 2027.

Staff and the Operations Committee have completed negotiations with Walker Partners and reached agreement on the attached Scope of Work and Professional Engineering Services Agreement. The contract is a lump sum contract for \$3,124,207.00 and will be billed monthly based on the percentage of work completed.

HISTORY/TIMELINE:

- The total amount payable under this supplemental contract is \$3,124,207.00. Based on capacity, the allocation of cost is 52.4 percent for Leander (\$1,637,084.00) and 47.6 percent for Round Rock (\$1,487,123.00).
- The total amount payable under this contract is \$198,895.00. Based on capacity, the allocation of the cost is 52.4 percent for Leander (\$104,221.00) and 47.6 percent for Round Rock (\$94,674.00).
- Total compensation for the Project will be \$3,323,102.00. Based on capacity, the allocation of the cost is 52.4 percent for Leander (\$1,741,305.45) and 47.6 percent for Round Rock (\$1,581,796.55). Funding will be provided from local sources of each city.

- This contract exceeds the Board's maximum limit of \$500,000.00 and will therefore require separate consideration and approval by all three (3)- member city councils, before final authorization to proceed can be issued.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of authorizing the BCRUA President to execute Supplemental Contract No. 1 to the Phase 2A Water Treatment Plant Expansion Planning Level Evaluation project with Walker Partners to provide Final Design Engineering Services for the Phase 2A Project.

PRESENTER:

Daniel Grimsbo, Executive Director of Infrastructure

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$1,741,305.45
<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>	2024 Utility CO's

Attachments:

1. BCRUA Phase 2A Resolution and Contract
2. BCRUA R-23-09-27-6A

Agenda Item Summary

Agenda Number: 6A

Title: Consider a resolution authorizing the President to execute Supplemental Contract No. 1 to the Phase 2A Water Treatment Plant Expansion Planning Level Evaluation project with Walker Partners to provide Final Design Engineering Services for the Phase 2A Project.

Type: BCRUA Resolution

Governing Body: Brushy Creek Regional Utility Authority

Agenda Date: 3/27/2024

Dept Director: Sam Roberts, General Manager

Cost: \$3,124,207

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: BCRUA

BACKGROUND:

This agenda item is Supplemental Contract No. 1 to the BCRUA Phase 2A Water Treatment Plant Expansion Basis of Design project. The Phase 2A Planning Level Evaluation Project (aka Basis of Design Project) engineering services contract was approved in September of 2023 for a lump sum amount of \$198,895. The purpose was to establish a planning level design for the Phase 2A expansion project. The results of this evaluation concluded that the treatment process for Phase 2A will match the existing conventional treatment process implemented during Phases 1A through 1D.

The supplemental contract includes final engineering design services for the Phase 2A water treatment plant expansion, including project management, preparation of construction plans, specifications, bidding documents, stakeholder coordination, and special services such as surveying and geotechnical engineering. Bid and construction phase services will be addressed separately, during the award of the construction bid.

The current water treatment plant (WTP) capacity is 32.5 million gallons per day (MGD). Construction is underway to complete the Phase 1D expansion thereby increasing treatment capacity to approximately 42 MGD. This Project consists of final design of the Phase 2A Water Treatment Plant (WTP) Expansion to further increase treatment capacity to approximately 64.2 MGD. The capacity allocation for Phase 2A is 11.7 MGD to the City of Leander (52.4%) and 10.6 MGD to the City of Round Rock (47.6%). It is anticipated that construction of the Phase 2A

expansion will be substantially complete prior to Summer 2027.

Staff and the Operations Committee have completed negotiations with Walker Partners and reached agreement on the attached Scope of Work and Professional Engineering Services Agreement. The contract is a lump sum contract for \$3,124,207 and will be billed monthly based on the percentage of work completed.

COST AND FUNDING:

The total amount payable under this supplemental contract is \$3,124,207. Based on capacity, the allocation of cost is 52.4 percent for Leander (\$1,637,084) and 47.6 percent for Round Rock (\$1,487,123). Total compensation for the Project will be adjusted from \$198,895 to \$3,323,102. Funding will be provided from local sources of each City.

This contract exceeds the Board maximum limit of \$500,000 and will therefore require separate consideration and approval by all three-member city councils, before final authorization to proceed can be issued.

Staff and the Operations Committee (OC) recommend the contract for approval, and will be available, along with representatives of Walker Partners, LLC, to answer any questions during the meeting.

RESOLUTION NO. BCRUA-2024-001

WHEREAS, the Brushy Creek Regional Utility Authority, Inc. (“BCRUA”) has previously entered into a Contract for Engineering Services (“Contract”) with Walker Partners for the BCRUA Planning Level Evaluation – Phase 2A Water Treatment Plant Expansion Project, and

WHEREAS, Walker Partners has submitted Supplemental Contract No. 1 to the Contract to modify the provisions for the scope of services and to increase the compensation, and

WHEREAS, the BCRUA desires to enter into said Supplemental Contract No. 1, Now Therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY:

That, subject to the approval of the Participating Cities, the Board President is hereby authorized and directed to execute on behalf of the BCRUA Supplemental Contract No. 1 with Walker Partners, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

The Board of Directors hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 27th day of March, 2024.

MATTHEW BAKER, President
Brushy Creek Regional Utility Authority

ATTEST:

ANNE DUFFY, Secretary

EXHIBIT

“A”



**SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: WALKER PARTNERS (“Engineer”)
ADDRESS: 6504 Bridge Point Parkway, Suite 200, Austin, TX 78730
PROJECT: Planning Level Evaluation – Phase 2A Water Treatment Plant Expansion

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC., hereinafter called “BCRUA” and Walker Partners, hereinafter called the “Engineer.”

WHEREAS, BCRUA and Engineer executed a Contract for Engineering Services, hereinafter called the “Contract,” on the 27th day of September, 2023 for the Planning Level Evaluation – Phase 2A Water Treatment Plant Expansion Project in the amount of \$198,895.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$3,124,207.00 to a total of \$3,323,102.00;

NOW THEREFORE, premises considered, BCRUA and the Engineer agree that said Contract is amended as follows:

I.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum To Exhibit B, Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum To Exhibit C.

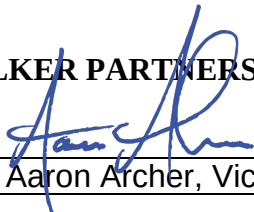
II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$3,124,207.00 the lump sum amount payable under the Contract for a total of \$3,323,102.00, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, BCRUA and the Engineer have executed this Supplemental Contract in duplicate.

[signature pages follow]

WALKER PARTNERS

By: 

Aaron Archer, Vice President

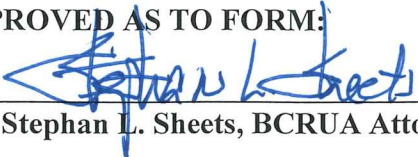
03.12.2024
Date

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: _____
Matthew Baker, BCRUA President

Date

APPROVED AS TO FORM:

By:  _____
Stephan L. Sheets, BCRUA Attorney

Agenda Item Summary

Agenda Number: 6A

Title: Consider a resolution authorizing the President to execute Supplemental Contract No. 1 to the Phase 2A Water Treatment Plant Expansion Planning Level Evaluation project with Walker Partners to provide Final Design Engineering Services for the Phase 2A Project.

Type: BCRUA Resolution

Governing Body: Brushy Creek Regional Utility Authority

Agenda Date: 3/27/2024

Dept Director: Sam Roberts, General Manager

Cost: \$3,124,207

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: BCRUA

BACKGROUND:

This agenda item is Supplemental Contract No. 1 to the BCRUA Phase 2A Water Treatment Plant Expansion Basis of Design project. The Phase 2A Planning Level Evaluation Project (aka Basis of Design Project) engineering services contract was approved in September of 2023 for a lump sum amount of \$198,895. The purpose was to establish a planning level design for the Phase 2A expansion project. The results of this evaluation concluded that the treatment process for Phase 2A will match the existing conventional treatment process implemented during Phases 1A through 1D.

The supplemental contract includes final engineering design services for the Phase 2A water treatment plant expansion, including project management, preparation of construction plans, specifications, bidding documents, stakeholder coordination, and special services such as surveying and geotechnical engineering. Bid and construction phase services will be addressed separately, during the award of the construction bid.

The current water treatment plant (WTP) capacity is 32.5 million gallons per day (MGD). Construction is underway to complete the Phase 1D expansion thereby increasing treatment capacity to approximately 42 MGD. This Project consists of final design of the Phase 2A Water Treatment Plant (WTP) Expansion to further increase treatment capacity to approximately 64.2 MGD. The capacity allocation for Phase 2A is 11.7 MGD to the City of Leander (52.4%) and 10.6 MGD to the City of Round Rock (47.6%). It is anticipated that construction of the Phase 2A

expansion will be substantially complete prior to Summer 2027.

Staff and the Operations Committee have completed negotiations with Walker Partners and reached agreement on the attached Scope of Work and Professional Engineering Services Agreement. The contract is a lump sum contract for \$3,124,207 and will be billed monthly based on the percentage of work completed.

COST AND FUNDING:

The total amount payable under this supplemental contract is \$3,124,207. Based on capacity, the allocation of cost is 52.4 percent for Leander (\$1,637,084) and 47.6 percent for Round Rock (\$1,487,123). Total compensation for the Project will be adjusted from \$198,895 to \$3,323,102. Funding will be provided from local sources of each City.

This contract exceeds the Board maximum limit of \$500,000 and will therefore require separate consideration and approval by all three-member city councils, before final authorization to proceed can be issued.

Staff and the Operations Committee (OC) recommend the contract for approval, and will be available, along with representatives of Walker Partners, LLC, to answer any questions during the meeting.

RESOLUTION NO. BCRUA-2024-001

WHEREAS, the Brushy Creek Regional Utility Authority, Inc. (“BCRUA”) has previously entered into a Contract for Engineering Services (“Contract”) with Walker Partners for the BCRUA Planning Level Evaluation – Phase 2A Water Treatment Plant Expansion Project, and

WHEREAS, Walker Partners has submitted Supplemental Contract No. 1 to the Contract to modify the provisions for the scope of services and to increase the compensation, and

WHEREAS, the BCRUA desires to enter into said Supplemental Contract No. 1, Now Therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY:

That, subject to the approval of the Participating Cities, the Board President is hereby authorized and directed to execute on behalf of the BCRUA Supplemental Contract No. 1 with Walker Partners, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

The Board of Directors hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 27th day of March, 2024.

MATTHEW BAKER, President
Brushy Creek Regional Utility Authority

ATTEST:

ANNE DUFFY, Secretary

EXHIBIT

“A”



**SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: WALKER PARTNERS (“Engineer”)
ADDRESS: 6504 Bridge Point Parkway, Suite 200, Austin, TX 78730
PROJECT: Planning Level Evaluation – Phase 2A Water Treatment Plant Expansion

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC., hereinafter called “BCRUA” and Walker Partners, hereinafter called the “Engineer.”

WHEREAS, BCRUA and Engineer executed a Contract for Engineering Services, hereinafter called the “Contract,” on the 27th day of September, 2023 for the Planning Level Evaluation – Phase 2A Water Treatment Plant Expansion Project in the amount of \$198,895.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$3,124,207.00 to a total of \$3,323,102.00;

NOW THEREFORE, premises considered, BCRUA and the Engineer agree that said Contract is amended as follows:

I.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum To Exhibit B, Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum To Exhibit C.

II.

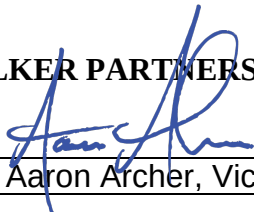
Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$3,124,207.00 the lump sum amount payable under the Contract for a total of \$3,323,102.00, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, BCRUA and the Engineer have executed this Supplemental Contract in duplicate.

[signature pages follow]

WALKER PARTNERS

By:



Aaron Archer, Vice President

03.12.2024

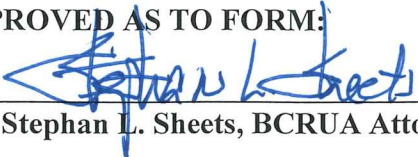
Date

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: _____
Matthew Baker, BCRUA President

Date

APPROVED AS TO FORM:

By:  _____
Stephan L. Sheets, BCRUA Attorney

ADDENDUM TO EXHIBIT C
WORK SCHEDULE

The assumed overall project schedule is approximately 14 months from notice-to-proceed based on 30%, 60%, 90%, and 100% design durations of 3 months, 3 months, 3 months, and 3 month, respectively. Regulatory agency approvals are anticipated to require approximately two months.

ADDENDUM TO EXHIBIT B

ENGINEERING SERVICES

GENERAL

The current water treatment plant (WTP) capacity is 32.5 million gallons per day (MGD). Construction is underway to complete the Phase 1D expansion thereby increasing treatment capacity to approximately 42 MGD. This Project consists of final design of the Phase 2A Water Treatment Plant (WTP) Expansion to further increase treatment capacity to approximately 64.2 MGD. The capacity allocation for Phase 2A is 11.7 MGD to the City of Leander (52.4%) and 10.6 MGD to the City of Round Rock (47.6%). It is anticipated that construction of the Phase 2A expansion will be substantially complete prior to Summer 2027. Bid and construction phase services shall be provided as an additional service by supplemental contract.

ASSUMPTIONS

Engineer's assumptions apply to all tasks set forth in this Exhibit.

- 1) Phase 2A shall include design of the following project elements and facilities documented in the Final BCRUA Phase 2A WTP Expansion Basis of Design Report:*
 - a. Addition of a new treatment structure to the south of the Phase 1 central treatment structure. The new treatment structure (Treatment Structure South) will include one treatment train. Project facilities include a new raw water flow meter, hydraulic rapid mix, four flocculation trains, flocculated water channels, sedimentation basin inlet channels, two sedimentation basins with sludge collection equipment, sedimentation basin outlet channels, settled water channel, sludge vault, filter inlet channels, and four filter bays with associated underdrains and media;*
 - b. Development of Treatment Structure South support building including pipe galleries, administrative facilities, elevator and observation gallery. It is assumed that the half of the support building will be constructed with Phase 2A, and the other half will be constructed with Phase 2B. The building design will include the means to allow for construction of the southern half of the building and providing a contiguous floor plan in the next phase. The building exterior will match the existing Treatment Structure Central, and the building will include a reception area to allow stair and elevator access. It is assumed that the ground floor will be used for maintenance and/or storage and will not include occupied spaces. An open air, covered walkway will connect the existing and proposed treatment structures.*
 - c. Improvements to finished water system including the addition of a 6 million gallon (MG) clearwell, new vertical turbine booster pump, and valve improvements to the finished water transmission line;*
 - d. Chemical feed system improvements to the aluminum chlorohydrate, polymer and sodium hypochlorite feed systems to meet TCEQ storage and capacity requirements for a 64.2 MGD facility;*

- e. Sodium hypochlorite system improvements to replace the existing, temporary metering pump and suction/discharge piping configurations;*
 - f. Expansion of the disinfection basin;*
 - g. Improvements to the recycle pump station and sludge dewatering facility including upgrades to the existing washwater recycle pumps and an additional belt filter press pump; and,*
 - h. Control and automation.*
- 2) Engineer shall prepare the construction contracts as competitive sealed proposals utilizing the City of Cedar Park Division 0 documents (proposal form, agreement general conditions, and supplemental conditions) and CSI MasterFormat specifications (6-digit, 50 division).*
 - 3) The design will be based on the federal, state, and local codes and standards in effect at the start of the project. Any changes in these codes may necessitate a change in scope.*
 - 4) Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project is not included.*
 - 5) Final deliverables shall be provided in electronic (PDF) format and 10 printed copies shall be provided to Owner for review and filing. Drawings shall generally be produced as bound sets of half-size (11 x 17) prints.*
 - 6) Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.*
 - 7) It is recognized that neither Engineer nor the Owner has control over the cost of labor, materials or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding, market or negotiating conditions. Accordingly, Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any opinion of construction cost or evaluation prepared or agreed to by Engineer.*

BASIC SCOPE OF SERVICES

Task 1.0 - Project Management, Coordination, and Meetings

1.1 Project Administration.

- 1.1.1** Project Management Plan (PMP). Develop and document the following plans and procedures to coordinate administration of the contract: team communication, quality management, risk management, health and safety, document control, change management, and cost and schedule control.
- 1.1.2** Manage and coordinate staff resources, subconsultants, and project planning. Conduct weekly team coordination meetings by teleconference.

- 1.1.3 Prepare monthly invoices and project progress reports and updates for the Owner website portal. As a minimum, monthly progress reports shall include a summary description of tasks completed as of the report date, financial status of the project, status of schedule for project, and identification of technical or other issues which may have an impact to the overall project budget and/or schedule.
- 1.1.4 Provide and maintain a project schedule in MS Project format that is updated and submitted monthly with each invoice.
- 1.1.5 Facilitate document control and document sharing for electronic filing of documents. Develop and coordinate drawing and graphic standards.
- 1.2 **Project Meetings.** Attend monthly progress meetings with Owner for a total of 14 meetings. Participants include staff from Owner and Engineer, as well as key Engineer subconsultant staff. Engineer shall prepare meeting minutes and submit for review and comment within 10 days of each meeting.

Task 1.0 Deliverables

- *Monthly invoices and project progress reports*
- *Project schedule (submitted monthly)*
- *Monthly progress meeting agendas and minutes (14)*

Task 2.0 - 30 Percent Design

- 2.1 Technical Memoranda (TM). Prepare a series of TMs to document and communicate the scope, design criteria, and details of the following Project components. Prepare and submit draft and final versions of the TMs.
 - 2.1.1 Building space programming for the Treatment Structure South support building.
- 2.2 Define design criteria and major assumptions used in the evaluation and design of equipment, structures, and alternatives. Develop codes, standards, and permitting requirements that guide selection of alternatives, layouts, and equipment.
- 2.3 Prepare construction drawings at a 30 percent level of completion showing the scope, extent, and character of the work to be performed by or furnished by the Contractor. This level of completion shall generally include the following: cover sheet, sheet index, key plan, general notes, abbreviations and symbols, hydraulic profiles, overall site plan, dimensional layout drawings, grading plans, contractor layout area, overall and partial yard piping plan, treatment structure plans and sections, clearwell plan and section, process flow diagram, chemical feed system plans and sections, booster pump station plan, disinfection basin expansion plan, key details, electrical site plans, process system architecture, and one-line diagrams. One site visit will be conducted during preparation of the 30 percent design drawings.
- 2.4 Prepare a specifications table of contents.
- 2.5 Prepare a 30 percent design opinion of probable construction costs (OPCC). Contingency shall be set at approximately 30 percent for total project costs. The 30 percent contingency is within the recommended contingency range for a Class 3 estimate based on the

guidelines set forth by the American Association of Cost Engineers for a design with 10 to 40 percent project definition level.

- 2.6 Submit 30 percent design documents to Owner for review. Incorporate Owner comments into subsequent submittals and provide written responses to review comments.

Task 2.0 Deliverables

- 30 Percent Design TMs described in Task 2.1.
- 30 Percent Design Submittal (Drawings, Specifications Table of Contents, Opinion of Probable Construction Costs)

Task 3.0 - 60 Percent Design Submittal. Prepare drawings and specifications at a 60 percent level of completion showing the scope, extent, and character of the work to be performed by or furnished by the Contractor.

- 3.1 Prepare construction drawings to a 60 percent level of completion. This level of completion shall advance the drawings prepared for the 30 percent submittal to include additional process mechanical and structural plans, sections, and details, additional electrical and instrumentation sections, schedules, schematics, and details and supplemental standard details.
- 3.2 Prepare specifications to a 60 percent level of completion. This level of completion shall generally include the following: table of contents, select front end documents, specifications for work related to major project elements, and specifications for major equipment.
- 3.3 Prepare a 60 percent design opinion of probable construction costs (OPCC). Contingency shall be set at approximately 20 percent for total project costs. The 20 percent contingency is within the recommended contingency range for a Class 2 estimate based on the guidelines set forth by the American Association of Cost Engineers for a design with 30 to 75 percent project definition level.
- 3.4 Submit 60 percent design documents to Owner for review. Incorporate Owner comments into subsequent submittals and provide written responses to review comments.

Task 3.0 Deliverables

- 60 Percent Submittal (Drawings, Specifications, Opinion of Probable Construction Costs)

Task 4.0 - 90 Percent Design Submittal. Prepare drawings and specifications at a 90 percent level of completion showing the scope, extent, and character of the work to be performed by or furnished by the Contractor.

- 4.1 Prepare construction drawings to a 90 percent level of completion. This level of completion is a set of bid-ready documents with the exception of minor comments related to final quality control, Owner review comments, and agency review comments.
- 4.2 Prepare specifications to a 90 percent level of completion. This level of completion is a set of all contract documents with the exception of minor comments related to final quality control, Owner review comments, and agency review comments.

- 4.3 Prepare a 90 percent design OPCC. Contingency shall be set at approximately 15 percent which is within the recommended contingency range for a Class 1 estimate based on the guidelines set forth by the American Association of Cost Engineers for a design with 65 to 100 percent project definition level.
- 4.4 Submit 90 percent design documents to Owner for review. Incorporate Owner comments into subsequent submittals and provide written responses to review comments.

Task 4.0 Deliverables

- *90 Percent Submittal (Drawings, Specifications, Opinion of Probable Construction Costs)*

Task 5.0 - Final Bidding Documents. Prepare final drawings and specifications sealed and signed by a Professional Engineer registered in the State of Texas and showing the scope, extent, and character of the work to be performed by or furnished by the Contractor.

- 5.1 Prepare and furnish final drawings and specifications with incorporated compliance comments and Owner signatures.
- 5.2 Prepare an OPCC based on the final documents. Contingency shall be set at approximately 10 percent which is within the recommended contingency range for a Class 1 estimate based on the guidelines set forth by the American Association of Cost Engineers for a design with 65 to 100 percent project definition level.

Task 5.0 Deliverables

- *Final Bidding Documents (Drawings and Project Manual)*
- *Final Opinion of Probable Construction Cost*

Task 6.0 - Special Services. Prepare deliverables for the following special services required to facilitate the design of the Project and development of bidding documents.

6.1 Geotechnical Engineering.

6.1.1 Geotechnical Investigation.

- 6.1.1.1 Perform site reconnaissance and mark proposed boring locations using hand-held GPS unit. Contact Texas 811 prior to mobilizing drilling equipment to the site.
- 6.1.1.2 Coordinate and perform subsurface exploration program including a total of 6 geotechnical test borings for the proposed Phase 2 treatment structure. An estimated total drilling depth of 200 linear feet is assumed (30 ft of soil drilling and 170 ft of rock coring), and the boring depths may be adjusted during exploration depending on the subsurface conditions encountered. Overburden soil and disintegrated rock at the boring locations will be continuously sampled up to 10 ft and at 5 ft intervals thereafter. When rock is encountered, rock coring will be performed. Logging and inspection of the borings will be by qualified engineering geologist or engineer. Backfill all borings with cuttings and bentonite chips upon completion.

- 6.1.1.3 Complete bulk sampling of the surficial soils at 4 locations within 2 to 6 ft below existing grade using a backhoe for thermal resistivity testing.
- 6.1.1.4 Laboratory Testing. Testing shall include Moisture Content (ASTM D2216), Grain Size Distribution (ASTM D6913 and D1140), Liquid Limit, Plastic Limit, and Plasticity Index of Soils (ASTM D4318), Unconfined Compressive Strength of Rock (ASTM D7012) and Thermal Resistivity Testing (IEEE 442-2017).
- 6.1.1.5 Survey locations of borings as placed and drilled.
- 6.1.2 Geotechnical Engineering Report (GER). Prepare a report using gathered data and information to discuss the following.
 - 6.1.2.1 Phase 2 Treatment Structure.
 - 6.1.2.1.1 Estimated subsurface conditions and groundwater levels.
 - 6.1.2.1.2 Foundation requirements including a net allowable soil bearing pressure, bearing grades and estimated settlements for spread footings and minimum dimensions.
 - 6.1.2.1.3 Evaluation of the shrink/swell potential of the soils encountered.
 - 6.1.2.1.4 Recommendations for site development in karst terrain.
 - 6.1.2.1.5 Recommendations for floor slab support including a recommended modulus of subgrade reaction for use in slab design and capillary moisture barrier recommendations.
 - 6.1.2.1.6 Earthwork recommendations for construction of load-bearing fill, subgrade preparation, and compaction criteria.
 - 6.1.2.1.7 Construction considerations and recommendations for additional studies of needed.
 - 6.1.2.2 Disinfection Basin and 6 MG Clearwell
 - 6.1.2.2.1 Extract information from the 2008 Fugro report relevant to the design of the proposed facilities.
 - 6.1.2.2.2 Address the suitability of the 2008 Fugro report recommendations for the specific footprint of the proposed facilities. Provide additional recommendations based on the proposed design.

6.2 Commissioning and Start-up (C&SU) Plan.

- 6.2.1 Functionality and Operability Review. Evaluate overall operability and maintenance aspects of the Project at the 90% design development level. Focus of the review shall be P&IDs, control descriptions, overall operability and maintenance aspects that O&M staff will be subjected to upon Project completion.

- 6.2.2 C&SU Workshop. Plan and conduct a C&SU Workshop with Owner staff. Discuss how staff will be impacted by the Project and gain an understanding of staff and WTP constraints related to C&SU. Discuss training requirements for assets installed as part of the Project. Prepare a meeting agenda and meeting minutes.
- 6.2.3 Develop C&SU Plan. Prepare an overall commissioning and startup plan. The Commissioning and Startup Plan will be the guiding document, intended to be utilized by the project team, to understand the recommended approach to transitioning the project from construction to operations with a fully trained operations and maintenance staff.
- 6.2.3.1 Establish Systems and System Boundaries. Subdivide the project into unit process systems and create system boundaries for establishing manageable Functional and Performance Test Packages.
 - 6.2.3.2 Develop Equipment Lists for All Systems. Create equipment lists for each system to ensure all equipment included in each system is captured.
 - 6.2.3.3 Develop C&SU Plan. Develop a detailed C&SU Plan for the entire project, including a detailed overview of all required testing and training and the commissioning process for each system, as well as Project-wide commissioning requirements, roles and responsibilities for each major stakeholder, an initial preface of what is to be included in each system identified, and initial plans for system testing.
 - 6.2.3.4 Develop C&SU Schedule and Sequence. Develop, assemble, and distribute an overall Commissioning Schedule and proposed sequence in which the systems should be tested and started up. The Commissioning Schedule will identify commissioning and training activities in a proposed sequence and be developed in a traditional CPM format.

Task 6.0 Deliverables

- *Geotechnical Engineering Report*
- *Commissioning and Startup Plan*

Task 7.0 - Agency and Stakeholder Coordination.

- 7.1 **Texas Commission on Environmental Quality (TCEQ).**
- 7.1.1 Coordinate with TCEQ to obtain exceptions to the filter common wall rule, maximum sedimentation basin SOR requirement, and maximum gravity filter HLR requirement.
 - 7.1.2 Coordinate with TCEQ for permitting review of the project plans and specifications.
 - 7.1.3 Update and submit disinfection CT study for TCEQ approval.
- 7.2 **Texas Water Development Board (TWDB).** Submit Contract Documents for TWDB review and approval. Support Owner coordination with TWDB including progress reporting and project reviews. It is assumed that additional environmental assessments and feasibility

reports are not required and that support with submitting TWDB SWIFT abridged and final funding applications will be provided under separate contract at a later date.

7.3 City of Cedar Park.

7.3.1 Coordinate to obtain a Site Development Permit including coordination with Fire Department and Utilities as required.

7.3.2 Coordinate to obtain a Building Permit.

Task 7.0 Deliverables

- *Stakeholder and regulatory permitting agency meeting minutes (as required)*
- *Applications for permits and approvals (as required)*

ADDENDUM TO EXHIBIT C
WORK SCHEDULE

The assumed overall project schedule is approximately 14 months from notice-to-proceed based on 30%, 60%, 90%, and 100% design durations of 3 months, 3 months, 3 months, and 3 month, respectively. Regulatory agency approvals are anticipated to require approximately two months.

ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

**ADDENDUM TO EXHIBIT D
COMPENSATION**

Total compensation for services under Supplemental Contract No. 1 is estimated to be \$3,124,207 as shown in Attachment 1 to Exhibit D. Owner shall pay Engineer for Basic Services set forth in Exhibit B on the basis of Lump Sum as described in Paragraph 1.0 of the Agreement dated September 27, 2023. Total compensation for the Project shall be adjusted from \$198,895 to \$3,323,102.

Brushy Creek Regional Utility Authority (BCRUA) Phase 2A Water Treatment Plant Expansion 3/4/2024													Project Fee Summary				
Detailed Cost Breakdown													Basic Services (Tasks 1.0 - 5.0)		\$2,928,958		
													Special Services (Tasks 6.0 & 7.0)		\$195,249		
													Total Project		\$3,124,207		
Basic and Special Services																	
	Employee	Jenkins	Archer	Noack	Christensen/Bybel	Stutts/Chung	Niermann	Gieseke	Campbell	Smith		Montemayor	Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
Task	Position	Principal	Project Manager	QA/QC	Senior Process Engineer	Process Engineer	Civil Engineer	Senior CAD	Admin Support	RPLS	Survey Crew	Survey Tech					
	Tasks ↓ Current Hourly Bill Rate →	\$305	\$305	\$290	\$290	\$160	\$175	\$175	\$85	\$200	\$160	\$120					
1.0	Project Management, Coordination and Meetings																
1.1	Project Administration	8	224	2	80	80	8	4	40				446	\$ 112,840	\$ 525	\$ 105,530	\$ 218,895
1.2	Project Meetings (14)	4	60		40	60			16				180	\$ 42,080	\$ 809	\$ 10,104	\$ 52,993
2.0	30 Percent Design Submittal																
2.1	Technical Memoranda		2	2	8	12							24	\$ 5,430	\$ -	\$ 42,994	\$ 48,424
2.2	Define Design Criteria				4	8							12	\$ 2,440	\$ -	\$ 3,285	\$ 5,725
2.3	Construction Drawings to 30 Percent Level	2	24	40	140	280	80	340	8				914	\$ 179,110	\$ 333	\$ 288,515	\$ 467,958
2.4	Specifications TOC				2	8							10	\$ 1,860	\$ -	\$ 5,255	\$ 7,115
2.5	OPCC to 30 Percent Level		2	6	16	56	8						88	\$ 17,350	\$ -	\$ 10,899	\$ 28,249
2.6	30 Percent Submittal and Comment Recovery		4	8	36	48	8	24	8				136	\$ 27,940	\$ -	\$ 28,395	\$ 56,335
3.0	60 Percent Design Submittal																
3.1	Construction Drawings to 60 Percent Level	2	36	40	144	300	60	400	8				990	\$ 194,130	\$ 333	\$ 454,604	\$ 649,067
3.2	Specifications to 60 Percent Level	2	16	24	124	220	80		16				482	\$ 98,970	\$ -	\$ 29,169	\$ 128,139
3.3	OPCC to 60 Percent Level		2	6	16	56	12						92	\$ 18,050	\$ -	\$ 12,501	\$ 30,551
3.4	60 Percent Submittal and Comment Recovery		2	4	24	72	8	24					134	\$ 25,850	\$ -	\$ 29,658	\$ 55,508
4.0	90 Percent Design Submittal																
4.1	Construction Drawings to 90 Percent Level	2	24	40	124	300	40	360	8				898	\$ 174,170	\$ 333	\$ 342,397	\$ 516,899
4.2	Specifications to 90 Percent Level	2	24	16	180	300	80		24				626	\$ 128,810	\$ 105	\$ 45,524	\$ 174,439
4.3	OPCC to 90 Percent Level		2	4	12	36	12						66	\$ 13,110	\$ -	\$ 14,129	\$ 27,239
4.4	90 Percent Submittal and Comment Recovery		2	4	24	72	8	24					134	\$ 26,884	\$ -	\$ 30,511	\$ 57,395
5.0	Final Bidding Documents																
5.1	Final Drawings and Specifications	2	50	40	124	300	120	312	24				972	\$ 196,622	\$ 1,103	\$ 187,037	\$ 384,761
5.2	Final OPCC	2	1	2	8	32	4						49	\$ 10,020	\$ -	\$ 9,244	\$ 19,265
6.0	Special Services																
6.1	Geotechnical Engineering		8	4	24			2		1	8	2	49	\$ 12,630	\$ 35	\$ 49,106	\$ 61,771
6.2	Commissioning and Start-up Plan		2	8	24	16							50	\$ 12,948	\$ -	\$ 69,404	\$ 82,352
7.0	Agency and Stakeholder Coordination																
7.1	TCEQ		2	2	8	40			4				56	\$ 10,660	\$ -	\$ -	\$ 10,660
7.2	TWDB		8		16	36			16				76	\$ 14,768	\$ 70	\$ -	\$ 14,838
7.3	City of Cedar Park			4		80	40	16	8				148	\$ 25,418	\$ 211	\$ -	\$ 25,628
Total Basic and Special Services Hours		26	495	256	1,178	2,412	568	1,506	180	1	8	2	6,632	\$ 1,352,090	\$ 3,856	\$ 1,768,261	\$ 3,124,207
Total Basic and Special Services Labor Effort		\$ 7,979	\$ 151,768	\$ 74,936	\$ 343,986	\$ 389,606	\$ 100,604	\$ 266,014	\$ 15,477	\$ 200	\$ 1,280	\$ 240					

Brushy Creek Regional Utility Authority (BCRUA) Phase 2A Water Treatment Plant Expansion 3/4/2024 Detailed Cost Breakdown													Project Fee Summary	
													Basic Services (Tasks 1.0 - 5.0)	\$2,928,958
													Special Services (Tasks 6.0 & 7.0)	\$195,249
													Total Project	\$3,124,207
Task	Expenses	Miles	Meals	Printing	Hotel	Other	Other	Other	Other	Other	Other	Other	Total Exp Effort	
1.0	Project Management, Coordination and Meetings													
	Expense Cost	\$ 0.670	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00		
1.1	Project Administration		400	100									\$ 525	
1.2	Project Meetings (14)	1,000		100									\$ 809	
2.0	30 Percent Design Submittal													
2.1	Technical Memoranda												\$ -	
2.2	Define Design Criteria												\$ -	
2.3	Construction Drawings to 30 Percent Level	100	50	200									\$ 333	
2.4	Specifications TOC												\$ -	
2.5	OPCC to 30 Percent Level												\$ -	
2.6	30 Percent Submittal and Comment Recovery												\$ -	
3.0	60 Percent Design Submittal													
3.1	Construction Drawings to 60 Percent Level	100	50	200									\$ 333	
3.2	Specifications to 60 Percent Level												\$ -	
3.3	OPCC to 60 Percent Level												\$ -	
3.4	60 Percent Submittal and Comment Recovery												\$ -	
4.0	90 Percent Design Submittal													
4.1	Construction Drawings to 90 Percent Level	100	50	200									\$ 333	
4.2	Specifications to 90 Percent Level			100									\$ 105	
4.3	OPCC to 90 Percent Level												\$ -	
4.4	90 Percent Submittal and Comment Recovery												\$ -	
5.0	Final Bidding Documents													
5.1	Final Drawings and Specifications		50	1,000									\$ 1,103	
5.2	Final OPCC												\$ -	
6.0	Special Services													
6.1	Geotechnical Engineering	50											\$ 35	
6.2	Commissioning and Start-up Plan												\$ -	
7.0	Agency and Stakeholder Coordination													
7.1	TCEQ												\$ -	
7.2	TWDB	100											\$ 70	
7.3	City of Cedar Park	150		100									\$ 211	
Total Expenses Effort		\$ 1,126	\$ 630	\$ 2,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,856	

Brushy Creek Regional Utility Authority (BCRUA) Phase 2A Water Treatment Plant Expansion 3/4/2024 Detailed Cost Breakdown													Project Fee Summary	
Task	Subconsultants	FNI	McKim and Creed	JHE	Schnabel	NHC							Total Sub Effort	
1.0	Project Management, Coordination and Meetings													
1.1	Project Administration	66,715	20,417	13,373									\$	105,530
1.2	Project Meetings (14)	3,390	4,473	1,760									\$	10,104
2.0	30 Percent Design Submittal													
2.1	Technical Memoranda	40,947											\$	42,994
2.2	Define Design Criteria	3,129											\$	3,285
2.3	Construction Drawings to 30 Percent Level	119,607	149,912	5,257									\$	288,515
2.4	Specifications TOC	3,654	1,351										\$	5,255
2.5	OPCC to 30 Percent Level	7,034	3,346										\$	10,899
2.6	30 Percent Submittal and Comment Recovery	8,883	18,160										\$	28,395
3.0	60 Percent Design Submittal													
3.1	Construction Drawings to 60 Percent Level	218,720	208,398	5,838									\$	454,604
3.2	Specifications to 60 Percent Level	18,150	9,630										\$	29,169
3.3	OPCC to 60 Percent Level	6,660	5,246										\$	12,501
3.4	60 Percent Submittal and Comment Recovery	10,874	17,372										\$	29,658
4.0	90 Percent Design Submittal													
4.1	Construction Drawings to 90 Percent Level	146,919	179,173										\$	342,397
4.2	Specifications to 90 Percent Level	10,330	18,388	11,095		3,720							\$	45,524
4.3	OPCC to 90 Percent Level	6,184	7,272										\$	14,129
4.4	90 Percent Submittal and Comment Recovery	13,206	15,852										\$	30,511
5.0	Final Bidding Documents													
5.1	Final Drawings and Specifications	92,654	79,638	5,838									\$	187,037
5.2	Final OPCC	7,130	1,674										\$	9,244
6.0	Special Services													
6.1	Geotechnical Engineering	5,053			43,800								\$	49,106
6.2	Commissioning and Start-up Plan	4,445		61,654									\$	69,404
7.0	Agency and Stakeholder Coordination													
7.1	TCEQ												\$	-
7.2	TWDB												\$	-
7.3	City of Cedar Park												\$	-
Total Subconsultants Effort		\$ 833,368	\$ 777,317	\$ 110,056	\$ 43,800	\$ 3,720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	1,768,261

Project Fee Summary	
Basic Services (Tasks 1.0 - 5.0)	\$2,928,958
Special Services (Tasks 6.0 & 7.0)	\$195,249
Total Project	\$3,124,207

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Walker Partners, LLC
Waco, TX United States

Certificate Number:

2024-1134483

Date Filed:

03/13/2024

Date Acknowledged:

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

Brushy Creek Regional Utility Authority

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

3-00867

Professional engineering services in connection with the Phase 2A WTP Expansion Supplemental Contract No. 1.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walker, Jr., George E.	Waco, TX United States	X	

5 Check only if there is NO Interested Party.

☐

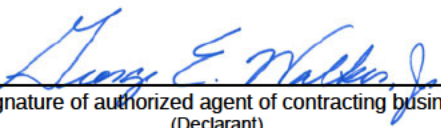
6 UNSWORN DECLARATION

My name is George E. Walker, Jr., and my date of birth is .

My address is 823 Washington Avenue, Suite 100, Waco, TX, 76701, US.
(street) (city) (state) (zip code) (country)

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

Executed in McLennan County, State of Texas, on the 13th day of March, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Walker Partners, LLC
Waco, TX United States

Certificate Number:
2024-1134483

Date Filed:
03/13/2024

Date Acknowledged:
03/19/2024

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

Brushy Creek Regional Utility Authority

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

3-00867
Professional engineering services in connection with the Phase 2A WTP Expansion Supplemental Contract No. 1.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walker, Jr., George E.	Waco, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

RESOLUTION NO. R-23-09-27-6A

WHEREAS, the Brushy Creek Regional Utility Authority, Inc. ("BCRUA") desires to retain engineering services for the BCRUA Planning Level Evaluation – Phase 2A Water Treatment Plant Expansion Project; and

WHEREAS, Walker Partners has submitted a Contract for Engineering Services to provide said services; and

WHEREAS, the BCRUA desires to enter into said contract with Walker Partners, Now Therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY:

That the Board President is hereby authorized and directed to execute on behalf of the BCRUA a contract for engineering services with Walker Partners for the BCRUA Planning Level Evaluation – Phase 2A Water Treatment Plant Expansion Project, a copy of said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

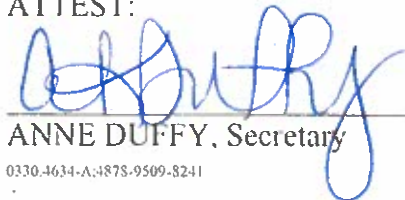
The Board hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 27th day of September, 2023.



MATTHEW BAKER, President
Brushy Creek Regional Utility Authority

ATTEST:


ANNE DUFFY, Secretary
0330-4634-A; 4878-9509-8241



**BRUSHY CREEK REGIONAL UTILITY AUTHORITY
CONTRACT FOR ENGINEERING SERVICES**

FIRM: WALKER PARTNERS ("Engineer")
ADDRESS: 6504 Bridge Point Parkway, Suite 200, Austin, TX 78730
PROJECT: Planning Level Evaluation – Phase 2A Water Treatment Plant Expansion

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the 27th day of Sept., 2023 by and between the BRUSHY CREEK REGIONAL UTILITY AUTHORITY, a Texas local government corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "BCRUA"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by municipalities of services of professional engineers; and

WHEREAS, BCRUA and Engineer desire to contract for such professional engineering services; and

WHEREAS, BCRUA and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

BCRUA E-2309-27-6A
Engineering Services Contract
0140.4634-66; 4864-7195-8909

Rev. 02/22
196074

CONTRACT DOCUMENTS

The Contract Documents consist of this Contract and any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract) and all Supplemental Contracts (as defined herein in Article 13) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

ARTICLE 1 **BCRUA SERVICES**

BCRUA shall perform or provide services as identified in Exhibit A entitled "BCRUA Services."

ARTICLE 2 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in Exhibit B entitled "Engineering Services."

Engineer shall perform the Engineering Services in accordance with the Work Schedule as identified in Exhibit C entitled "Work Schedule." Such Work Schedule shall contain a complete schedule so that the Engineering Services under this Contract may be accomplished within the specified time and at the specified cost. The Work Schedule shall provide specific work sequences and definite review times by BCRUA and Engineer of all Engineering Services. Should the review times or Engineering Services take longer than shown on the Work Schedule, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the General Manager.

ARTICLE 3 **CONTRACT TERM**

(1) Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Schedule. If Engineer does not perform the Engineering Services in accordance with the Work Schedule, then BCRUA shall have the right to terminate this Contract as set forth below in Article 20. So long as the BCRUA elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify BCRUA in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

(2) Work Schedule. Engineer acknowledges that the Work Schedule is of critical importance, and agrees to undertake all necessary efforts to expedite the performance of Engineering Services required herein so that construction of the project will be commenced and completed as scheduled. In this regard, and subject to adjustments in the Work Schedule as provided in Article 2 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

(3) Notice to Proceed. After execution of this Contract, Engineer shall not proceed with Engineering Services until authorized in writing by BCRUA to proceed as provided in Article 7.

ARTICLE 4 COMPENSATION

BCRUA shall pay and Engineer agrees to accept the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract.

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of One Hundred Ninety-Eight Thousand Eight Hundred Ninety-Five and No/100 Dollars (\$198,895.00) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by BCRUA.

Engineer shall prepare and submit to BCRUA monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. Any preferred format of BCRUA for such monthly progress reports shall be identified in Exhibit B. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

The fee herein referenced may be adjusted for additional Engineering Services requested and performed only if approved by written Supplemental Contract.

ARTICLE 5 METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to BCRUA, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to BCRUA. This submittal shall also include a progress assessment report in a form acceptable to BCRUA.

Progress payments shall be made in proportion to the percentage of completion of Engineering Services identified in Exhibit D. Progress payments shall be made by BCRUA based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, BCRUA shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. BCRUA reserves the right to withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to BCRUA, adequate and sufficient in its determination, that tasks were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

ARTICLE 6
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which BCRUA receives a correct invoice for services, whichever is later. Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between BCRUA and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent BCRUA from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor or between a subcontractor and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to BCRUA in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

BCRUA shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 7
NOTICE TO PROCEED

The Engineer shall not proceed with any task listed on Exhibit B until the BCRUA has issued a written Notice to Proceed regarding such task. The BCRUA shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Notice to Proceed has not been issued.

ARTICLE 8
PROJECT TEAM

BCRUA's Designated Representative for purposes of this Contract is as follows:

Karen Bondy
General Manager
221 E. Main
Round Rock, TX 78664
Cell Number (512) 688-0475
Work Number (512) 215-9151
Email Address kbondy@bcrua.org

BCRUA's Designated Representative shall be authorized to act on BCRUA's behalf with respect to this Contract. BCRUA or BCRUA's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by Engineer in order to avoid unreasonable delay in the orderly and sequential progress of Engineering Services.

Engineer's Designated Representative for purposes of this Contract is as follows:

Aaron Archer
Vice President
Walker Partners
6504 Bridge Point Parkway, Suite 200
Austin, TX 78730
Telephone Number (512) 382-0021
Email Address aarcher@walkerpartners.com

ARTICLE 9

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with BCRUA at BCRUA's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by BCRUA, in order for BCRUA to evaluate features of the Engineering Services. At the request of BCRUA or Engineer, conferences shall be provided at Engineer's office, the offices of BCRUA, or at other locations designated by BCRUA. When requested by BCRUA, such conferences shall also include evaluation of the Engineering Services.

Should BCRUA determine that the progress in Engineering Services does not satisfy the Work Schedule, then BCRUA shall review the Work Schedule with Engineer to determine corrective action required.

Engineer shall promptly advise BCRUA in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- (1) Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Work Schedule, or preclude the attainment of project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and BCRUA assistance needed to resolve the situation, if any; and
- (2) Favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

ARTICLE 10

SUSPENSION

Should BCRUA desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by BCRUA giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from BCRUA to resume the Engineering Services. Such sixty-day notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract.

If BCRUA suspends the Engineering Services, the contract period as determined in Article 3, and the Work Schedule, shall be extended for a time period equal to the suspension period.

BCRUA assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by BCRUA for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the contract completion date.

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the scope of this Contract and as such constitutes extra work, he/she/it shall promptly notify BCRUA in writing. In the event BCRUA finds that such work does constitute extra work and exceeds the maximum amount payable, BCRUA shall so advise Engineer and a written Supplemental Contract will be executed between the parties as provided in Article 13. Engineer shall not perform any proposed additional work nor incur any additional costs prior to the execution, by both parties, of a written Supplemental Contract. BCRUA shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to additional work not directly associated with the performance of the Engineering Services authorized in this Contract or any amendments thereto.

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

If BCRUA deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by BCRUA. Such revisions shall be considered as additional Engineering Services and paid for as specified under Article 11.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by BCRUA. No additional compensation shall be due for such Engineering Services.

ARTICLE 13
SUPPLEMENTAL CONTRACTS

The terms of this Contract may be modified by written Supplemental Contract if BCRUA determines that there has been a significant change in (1) the scope, complexity or character of the Engineering Services, or (2) the duration of the Engineering Services. Any such Supplemental Contract must be duly authorized by the BCRUA. Engineer shall not proceed until the Supplemental Contract has been executed. Additional compensation, if appropriate, shall be identified as provided in Article 4.

It is understood and agreed by and between both parties that Engineer shall make no claim for extra work done or materials furnished until the BCRUA authorizes full execution of the written Supplemental Contract and authorization to proceed. BCRUA reserves the right to withhold payment pending verification of satisfactory Engineering Services performed.

ARTICLE 14
OWNERSHIP OF DOCUMENTS

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Contract are the exclusive property of BCRUA and shall be furnished to BCRUA upon request. All documents prepared by Engineer and all documents furnished to Engineer by BCRUA shall be delivered to BCRUA upon completion or termination of this Contract. Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished BCRUA under this Contract.

ARTICLE 15
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of BCRUA, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the project when so instructed by BCRUA. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than BCRUA. Engineer may not change the Project Manager without prior written consent of BCRUA.

ARTICLE 16
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from BCRUA. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by BCRUA prior to Engineering Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

BCRUA, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Engineering Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Engineer or a subcontractor, then Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of BCRUA or other representatives in the performance of their duties.

ARTICLE 18
SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by BCRUA before any final report is issued. BCRUA's comments on Engineer's preliminary reports shall be addressed in any final report.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) By BCRUA, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By BCRUA, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- (5) By satisfactory completion of all Engineering Services and obligations described herein.

Should BCRUA terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, BCRUA shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering

Services completed at that time. Should BCRUA terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if BCRUA terminates this Contract for fault on the part of Engineer, then BCRUA shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to BCRUA, the cost to BCRUA of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to BCRUA of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of BCRUA and Engineer under this Contract, except the obligations set forth herein in Article 21 entitled "Compliance with Laws." If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then BCRUA may take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to BCRUA for any additional and reasonable costs incurred by BCRUA.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

(1) Compliance. Engineer shall comply with all applicable state, federal and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish BCRUA with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

(2) As required by Chapter 2271, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(3) In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a

firearm entity or firearm trade association. The signatory executing this Contract on behalf of the Engineer verifies Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Contract against any firearm entity or firearm trade association.

(4) In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Contract. The signatory executing this Contract on behalf of Engineer verifies Engineer does not boycott energy companies, and it will not boycott energy companies during the term of this Contract.

(5) **Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. BCRUA is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

Engineer shall save and hold harmless BCRUA and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Contract, which are caused by or which result from the negligent error, omission, or negligent act of Engineer or of any person employed by Engineer or under Engineer's direction or control.

Engineer shall also save and hold BCRUA harmless from any and all expenses, including but not limited to reasonable attorneys fees which may be incurred by BCRUA in litigation or otherwise defending claims or liabilities which may be imposed on BCRUA as a result of such negligent activities by Engineer, its agents, or employees.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. BCRUA shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to BCRUA in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

(1) Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, BCRUA reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(2) Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

ARTICLE 26
INSURANCE

(1) Insurance. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to BCRUA. Engineer shall also notify BCRUA, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

(2) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

Engineer shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. BCRUA shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

(3) Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement a notice thereof shall be given to BCRUA by certified mail to:

BCRUA General Manager
221 East Main Street
Round Rock, TX 78664

- (b) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by BCRUA, to any such future coverage, or to BCRUA's Self-Insured Retentions of whatever nature.

(4) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with BCRUA. Such Certificates of Insurance are evidenced as Exhibit E herein entitled "Certificates of Insurance."

ARTICLE 27 **COPYRIGHTS**

BCRUA shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 28 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of BCRUA.

ARTICLE 29 **SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

Records pertaining to the project, and records of accounts between BCRUA and Engineer, shall be kept on a generally recognized accounting basis and shall be available to BCRUA or its authorized representatives at mutually convenient times. The BCRUA reserves the right to review all records it deems relevant which are related to this Contract.

ARTICLE 32
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

BCRUA:

Brushy Creek Regional Utility Authority
Attention: BCRUA General Manager
221 East Main Street
Round Rock, TX 78664

and to:

Stephan L. Sheets
BCRUA Attorney
309 East Main Street
Round Rock, TX 78664

Engineer:

Aaron Archer
Vice President
Walker Partners
6504 Bridge Point Parkway, Suite 200
Austin, TX 78730

ARTICLE 33

GENERAL PROVISIONS

(1) Time is of the Essence. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to BCRUA due to Engineer's negligent failure to perform BCRUA may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of BCRUA's additional legal rights or remedies.

(2) Force Majeure. Neither BCRUA nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

(3) Enforcement and Venue. This Contract shall be enforceable in Round Rock, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

(4) Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

(5) Opinion of Probable Cost. Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

(6) Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE 34
SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing BCRUA to enter into this Contract.

IN WITNESS WHEREOF, the BCRUA of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized BCRUA Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

[signature page follows]

WALKER PARTNERS

By:



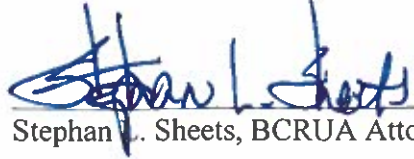
Signature of Principal

Printed Name: Aaron Archer, Vice President

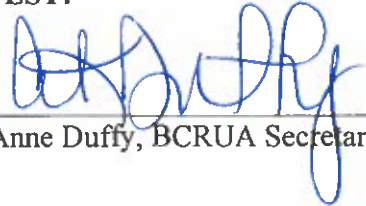
BRUSHY CREEK REGIONAL UTILITY AUTHORITY

By: 
Matthew Baker, BCRUA President

APPROVED AS TO FORM:


Stephan L. Sheets, BCRUA Attorney

ATTEST:

By: 
Anne Duffy, BCRUA Secretary

LIST OF EXHIBITS ATTACHED

- | | |
|---------------|---------------------------|
| (1) Exhibit A | BCRUA Services |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Schedule |
| (4) Exhibit D | Fee Schedule |
| (5) Exhibit E | Certificates of Insurance |

EXHIBIT A
BCRUA SERVICES

In addition to the other responsibilities of Owner as set forth in this Agreement, the Owner shall at its expense:

- A. Review and comment on all deliverables in a timely manner. Owner shall provide a single set of consolidated Owner review comments on all deliverables.
- B. Assist the Engineer in coordinating with cooperating jurisdictional and environmental permitting agencies as needed and issue payment for required reviews, approvals, permits and mitigation.
- C. If required, issue payment for land acquisition costs, power service upgrades, and easements.
- D. Participate in project meetings, workshops, and conferences as described in the scope of services.
- E. Owner is responsible for posting meetings, notices and other technical materials on the Owner website. Owner is also responsible for the public notice of meetings for which public notice is required.
- F. Provide Engineer in a timely manner with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner shall require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- G. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- H. Following Engineer's assessment of initially available Project information and data and upon Engineer's request, furnish or otherwise make available in a timely manner such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services.
- I. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site (Owner water treatment plant and/or Owner floating intake facilities) of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- J. Authorize Engineer to provide Additional Services as set forth in this Agreement, as required.
- K. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

- L. Provide reviews of all permits that may be necessary for completion of each phase of the Project.
- M. Provide, as required for the Project:
 - 1) Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2) Legal services with regard to issues pertaining to the Project as Owner requires or deems appropriate, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.
 - 3) Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4) Placement and payment for advertisement for Bids in appropriate publications.
- N. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value Engineering, and constructability review.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

EXHIBIT B

ENGINEERING SERVICES

GENERAL

The current water treatment plant (WTP) capacity is 32.5 million gallons per day (MGD). Construction is underway to complete the Phase 1D expansion thereby increasing treatment capacity to approximately 42 MGD. This Project consists of a planning level evaluation of the Phase 2A Water Treatment Plant (WTP) Expansion to determine capacity and phasing requirements and evaluate treatment processes for continued build-out of the WTP facility. It is anticipated that the Phase 2A expansion will be constructed prior to Summer 2027 when the Phase 2 Raw Water Delivery System is completed.

BASIC SCOPE OF SERVICES

Task 1.0 - Project Management, Coordination, and Meetings

1.1 Project Administration.

- 1.1.1 Project Management Plan (PMP). Develop and document the following plans and procedures to coordinate administration of the contract: team communication, quality management, risk management, health and safety, document control, change management, and cost and schedule control.
- 1.1.2 Manage and coordinate staff resources, subconsultants, and project planning. Conduct weekly team coordination meetings by teleconference.
- 1.1.3 Prepare monthly invoices and project progress reports.
- 1.1.4 Provide and maintain a project schedule in MS Project format that is updated monthly.
- 1.1.5 Facilitate document control and document sharing for electronic filing of documents. Develop and coordinate drawing and graphic standards.

1.2 Project Meetings.

- 1.2.1 Attend monthly progress meetings with Owner for a total of five meetings. Participants include staff from Owner and Engineer, as well as key Engineer subconsultant staff. Engineer shall prepare meeting minutes and submit for review and comment within 10 days of each meeting.
- 1.2.2 Attend and present the findings and recommendations of this analysis at one Owner Board meeting.

Task 1.0 Deliverables

- *Monthly invoices and project progress reports*
- *Project schedule (submitted monthly)*
- *Monthly progress meeting agendas and minutes (5)*

Task 2.0 - System Phasing and Capacity Analysis

- 2.1 Update cumulative BCRUA capacity requirements using future average and peak day water demand projections provided by the three partner cities. It is assumed that the cities will provide water demands through year 2060.
- 2.2 Evaluate raw water pumping and WTP capacity, phasing, and schedule requirements.
- 2.3 Coordinate with the City of Leander and City of Round Rock to select a target capacity for the Phase 2A expansion. It is assumed that the City of Cedar Park will not require additional treatment capacity in the Phase 2A expansion.
- 2.4 Summarize the results of this analysis in a Draft Technical Memorandum (TM). Obtain Owner comments and prepare a final version of the TM.

Task 2.0 Deliverable

- *Draft and Final Phasing and Capacity Analysis TM*

Task 3.0 - Desktop Water Quality and Treatment Analysis

- 3.1 Water quality evaluation.
 - 3.1.1 Obtain and tabulate raw and treated water historical data from Owner from 2015 to present.
 - 3.1.2 Identify seasonal and temporal changes in raw water quality.
 - 3.1.3 Investigate anticipated or upcoming primary or secondary drinking water standards that may impact future operation of the WTP.
 - 3.1.4 Identify treatment limitations and constraints based on finished water quality data. It is assumed that any water quality testing and/or bench-scale treatability testing would be provided as an Additional Service.
 - 3.1.5 Discuss the data and results with Owner operations staff to receive additional comments and feedback regarding water quality and treatability challenges.
- 3.2 Alternative treatment technology selection.
 - 3.2.1 Identify alternative candidate treatment processes to the existing conventional treatment scheme that could be utilized to expand treatment capacity.
 - 3.2.2 Develop a process flow diagram of alternative treatment trains selected for further evaluation.
- 3.3 Summarize the results of this analysis in a Draft Technical Memorandum (TM). Obtain Owner comments and prepare a final version of the TM that recommends up to three treatment trains for additional evaluation.

Task 3.0 Deliverable

- *Draft and Final Water Quality and Treatability Analysis TM*

Task 4.0 - Basis of Design Report

- 4.1 Perform the following engineering evaluations on up to three treatment trains inclusive of the existing conventional treatment process.
 - 4.1.1 Develop water mass balance.
 - 4.1.2 Develop operating design criteria for individual unit processes.
 - 4.1.3 Prepare hydraulic profile from the raw water head tanks to the clearwell.
 - 4.1.4 Evaluate chemical feed system requirements.
 - 4.1.5 Perform a life cycle cost evaluation of low-strength on-site chlorine generation and bulk delivered sodium hypochlorite systems.
 - 4.1.6 Evaluate residuals handling system requirements.
 - 4.1.7 Evaluate power supply requirements for candidate treatment trains and coordinate with Pedernales Electric Cooperative to determine possible electrical upgrades.
 - 4.1.8 Prepare site layouts for the Phase 2A expansion and full build-out.
- 4.2 Conduct present worth cost analysis of each alternative. Capital costs shall be estimated as a Class 4 estimate based on the guidelines set forth by the American Association of Cost Engineers for a design with a 1 to 15 percent project definition level and a 40 percent contingency. The present worth of annual O&M costs shall be estimated at 5% escalation over a period of 20 years. The cost analysis will also consider future costs for full build out of the system.
- 4.3 Summarize the results of this analysis in a Draft Basis of Design Report.
- 4.4 Meet with Owner to discuss the Draft TM, select a recommended alternative, and consider future phasing.
- 4.5 Update and finalize the report based on Owner comments. The Final Basis of Design Report will clearly define the scope of the Phase 2A expansion and present an updated phasing plan for future expansions to achieve full build-out of the facility.

Task 4.0 Deliverable

- *Draft and Final Basis of Design Report*
- *Meeting agenda and minutes*

EXHIBIT C
WORK SCHEDULE

The assumed overall project schedule is approximately 5 months from notice-to-proceed.

EXHIBIT D
FEE SCHEDULE

Total compensation for Basic Services set forth in Exhibit B is estimated to be \$198,895. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit B on the basis of Lump Sum as described in Paragraph 1.0. ENGINEER'S labor and fee summaries are attached as Appendix 1.

- 1.0 OWNER shall pay ENGINEER for Basic Services Expansion set forth in Exhibit B as follows:
- A. A Lump Sum amount of \$198,895.
 - B. The portion of the Lump Sum amount billed for ENGINEER'S services will be based upon ENGINEER'S estimate of the percentage of the total services actually completed during the billing period for each Task described in Paragraph 1.0.A.
 - C. ENGINEER shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.
 - D. The Lump Sum includes compensation for ENGINEER'S services and services of ENGINEER'S Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and Consultant charges.

TASK DESCRIPTION	Project Manager	Senior QA/QC Reviewer	Senior Engineer	Project Engineer	ET	CAD Designer	Admin Support	Total Hours	Expenses	Subconsultant McKim & Creed	Total Fee
1.0 Project Management and Meetings											
1.1 Project Administration	40	2	20		16	4	8	90	\$50		\$21,610
1.2 Project Meetings	10		5		8		4	27	\$400		\$5,155
TASK SUBTOTAL	50	2	25	0	24	4	12	117	\$450		\$27,765
2.0 System Phasing and Capacity Analysis											
2.1 Water Demand Projection Update	4	1			2			7			\$1,760
2.2 Capacity and Phasing Evaluation	8	1	2		2			13			\$3,510
2.3 Leander and Round Rock Coordination	4				2			6			\$1,460
2.3 Technical Memorandum (Draft and Final)	4	1			8		4	17			\$2,880
TASK SUBTOTAL	20	3	2	0	14	0	4	43	\$0		\$9,610
3.0 Water Quality and Treatment Analysis											
3.1 Water Quality Evaluation	2	4	12	16	32			66	\$100		\$12,080
3.2 Alternative Treatment Technology Selection	2	4	16	24	40	8		94	\$100		\$16,980
3.3 Technical Memorandum (Draft and Final)	4	4	8	24	24		4	68			\$12,120
TASK SUBTOTAL	8	12	36	64	96	8	4	228	\$200		\$41,200
4.0 Basis of Design Report											
4.1.1 Mass Balance	2	1	4		16			23			\$4,080
4.1.2 Design Operating Criteria	2	1	4	16				23			\$4,720
4.1.3 Hydraulic Profile	2	1	4		16			23			\$4,080
4.1.4 Chemical Feed System Evaluation	2	1	4	24				31			\$6,080
4.1.5 Chlorine System LCC Analysis	2	2	8	40		8		60			\$11,800
4.1.6 Residuals Handling System Evaluation	2	1	4	24				31			\$6,080
4.1.7 Electrical Evaluation	2	1	4		8			15		\$15,000	\$18,080
4.1.8 Site Layout	2	1	16	32		60		111	\$100	\$1,000	\$22,340
4.2 Cost Analysis	4	2	8	24	40			78			\$13,280
4.3 Draft BODR	4	4	8	24	40	8	4	92		\$2,500	\$18,120
4.4 Owner Workshop	4		4		8			14	\$100		\$3,180
4.5 Final BODR	2	2	8		16	8	4	40		\$1,500	\$8,720
TASK SUBTOTAL	30	17	76	164	142	64	8	541	\$200	\$20,000	\$120,320
TOTALS	108	34	139	248	276	96	28	929	850	\$20,000	\$198,895

EXHIBIT E
CERTIFICATE OF INSURANCE

7/11/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ward & Moore Insurance Services- Gatesville PO Box 179 Gatesville TX 76528		CONTACT NAME: Monica Veazey PHONE (A/C, No, Ext): 254-679-5247 E-MAIL ADDRESS: mveazey@acrisure.com	
INSURED Walker Partners, LLC 823 Washington Ave, Ste 100 Waco TX 76701-1252		INSURER(S) AFFORDING COVERAGE	
WALKPAR-01		INSURER A : The Cincinnati Casualty Company	NAIC # 28665
		INSURER B : Texas Mutual Insurance Company	22945
		INSURER C : Beazley Insurance Company Inc.	37540
		INSURER D : StarStone Specialty Insurance Company	44776
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1015519192

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER			EPP 0266941	7/30/2023	7/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EBA 0266941	7/30/2023	7/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			EPP 0266941	7/30/2023	7/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	0001226901	7/30/2023	7/30/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof/Poll Liab			C11CD0231301	7/30/2023	7/30/2024	POLL Each Claim/Agg 5,000,000
D	Excess Liability			75120U230ALI	7/30/2023	7/30/2024	XLIA Each Occ/Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- Additional Insured endorsement for General Liability, Auto Liability, Umbrella Liability, & Excess Liability attached.
- Waiver of Subrogation endorsement for General Liability, Auto Liability, Workers' Compensation, Umbrella & Excess Liability attached.
- 30 Day Notice of Cancellation endorsement for General Liability, Auto Liability, Umbrella Liability & Workers' Compensation attached.
- Notice of Cancellation endorsement for Professional Liability available upon request.
- Primary & Non-Contributory endorsement for General Liability, Auto Liability, Umbrella Liability & Excess Liability attached.

Project: BCRUA - Phase 2A WTP Expansion.

CERTIFICATE HOLDER

CANCELLATION

Brushy Creek Utility Authority 221 East Main Street Round Rock, TX 78664	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1070636

Date Filed:
09/12/2023

Date Acknowledged:

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

Walker Partners, LLC
Waco, TX United States

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

Brushy Creek Regional Utility Authority

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

3-00867

Professional engineering and surveying services in connection with the Phase 2A Water Treatment Plant Expansion Project.

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Walker, Jr., George E.	Waco, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is George E. Walker, Jr. and my date of birth is

My address is 823 Washington Avenue, Suite 100, Waco, TX, 76701, US
(street) (city) (state) (zip code) (country)

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

Executed in McLennan County, State of Texas, on the 12th day of September, 2023
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1070636

Date Filed:
09/12/2023

Date Acknowledged:
09/20/2023

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

Walker Partners, LLC
Waco, TX United States

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

Brushy Creek Regional Utility Authority

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

3-00867

Professional engineering and surveying services in connection with the Phase 2A Water Treatment Plant Expansion Project.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walker, Jr., George E.	Waco, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



EXECUTIVE SUMMARY
4/4/2024

AGENDA SUBJECT:

Approval of a Resolution to suspend the effective date proposed by Atmos – Mid-Tex Division (Atmos-Mid-Tex) to increase rates under the Gas Reliability Infrastructure Program (GRIP) for forty-five (45) days, and authorize the City of Leander’s continued participation in a coalition of cities known as the Atmos Texas Municipalities (ATM).

BACKGROUND:

ATMOS TEXAS MUNICIPALITIES (ATM)

The City of Leander is a member of the coalition of cities known as the Atmos Texas Municipalities (ATM). ATM was organized by a number of municipalities served by Atmos Energy Corporation’s Mid-Tex Division (Atmos Energy-MidTex) and has been represented by the law firm of Herrera Law & Associates, PLLC to assist in reviewing applications to change rates submitted by Atmos Energy-MidTex.

“GRIP” RATE APPLICATIONS

Under section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between rate cases. This section of GURA is commonly referred to as the “GRIP” statute (the “Gas Reliability Infrastructure Program”). The statutory term for “GRIP” filings is an interim rate adjustment (“IRA”).

The Supreme Court of Texas concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover a return on capital expenditures made during the interim period between rate cases by applying for interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities’ filings for interim rate adjustments.

Instead, the GRIP statute provides for a ministerial review of the utility’s filings to ensure compliance with the GRIP statute and the Railroad Commission’s rules, and that it is within the Railroad Commission’s authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission. In turn, under the GRIP statute, the Railroad Commission conducts only a ministerial review of a utility’s application to increase rates. Consequently, any meaningful review of the expenditures related to a utility’s GRIP application are not undertaken until the utility’s next general rate case. A utility may file five (5) GRIP applications between rate cases.

ATMOS-MIDTEX’ “GRIP” APPLICATION

On or about February 23, 2024, Atmos-MidTex filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (“GRIP”) statute. Atmos-MidTex’ application, when approved by the Railroad Commission, will result in an increase in the monthly customer charges as shown below:

Rate Schedule	Current Customer Charge	Proposed 2023 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
Rate R Residential Sales	\$41.23 per customer per month	\$6.73 per customer per month	\$47.96 per customer per month	\$6.73
Rate C Commercial Sales	\$114.34 per customer per month	\$22.32 per customer per month	\$136.66 per customer per month	\$22.32
Rate I Industrial Sales	\$2,079.40 per meter per month	\$412.61 per meter per month	\$2,492.01 per meter per month	\$412.61
Rate T Transportation	\$2,079.40 per meter per month	\$412.61 per meter per month	\$2,492.01 per meter per month	\$412.61

Note that Atmos-MidTex refers to its application as its “2023” interim adjustment because the increase in rates Atmos-MidTex presents in its application is based on capital expenditures it made from January 1, 2023 through December 31, 2023.

REVIEW AND ACTION RECOMMENDED

Although the City’s ability to review and effectuate a change in Atmos-MidTex requested increase is limited, the City should exercise due diligence with regard to rate increases by monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure compliance with the requirements of that law.

To exercise its due diligence, it is necessary to suspend Atmos-MidTex proposed effective date of April 23, 2024, for forty-five (45) days, so that the City can evaluate whether the data and calculations in Atmos-MidTex’ rate application are correctly done, and whether Atmos-MidTex’ application otherwise conforms to the requirements of the GRIP statute.

Therefore, the City’s Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera), recommends that the City adopt a resolution suspending Atmos-MidTex’ proposed effective date for forty-five (45) days. Assuming a proposed effective date of April 23, 2024, Atmos-MidTex’ proposed effective date is suspended until June 7, 2024.

The City must take action to suspend Atmos-MidTex’ proposed effective date by no later than April 23, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Attachments:

1. Atmos-MidTex GRIP-2-2024 Suspension Resolution Agenda Info Sheet 032024
2. Atmos-MidTex GRIP-3-2024 Suspension Resolution 032024

AGENDA INFORMATION SHEET

AGENDA ITEM NO. _____

ACTION TO SUSPEND THE EFFECTIVE DATE PROPOSED BY ATMOS – MID-TEX DIVISION (ATMOS-MIDTEX) TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM FOR 45 DAYS, AND AUTHORIZE THE CITY’S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE ATMOS TEXAS MUNICIPALITIES

ATMOS TEXAS MUNICIPALITIES (ATM)

The City is a member of the coalition of cities known as the Atmos Texas Municipalities (ATM). ATM was organized by a number of municipalities served by Atmos Energy Corporation’s Mid-Tex Division (Atmos Energy-MidTex) and has been represented by the law firm of Herrera Law & Associates, PLLC to assist in reviewing applications to change rates submitted by Atmos Energy-MidTex.

“GRIP” RATE APPLICATIONS

Under section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between rate cases. This section of GURA is commonly referred to as the “GRIP” statute (the “Gas Reliability Infrastructure Program”). The statutory term for “GRIP” filings is an interim rate adjustment (“IRA”).

The Supreme Court of Texas concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover a return on capital expenditures made during the interim period between rate cases by applying for interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities’ filings for interim rate adjustments. Instead, the GRIP statute provides for a *ministerial* review of the utility’s filings to ensure compliance with the GRIP statute and the Railroad Commission’s rules, and that it is within the Railroad Commission’s authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission. In turn, under the GRIP statute, the Railroad Commission conducts only a ministerial review of a utility’s application to increase rates. Consequently, any meaningful review of the expenditures related to a utility’s GRIP application are not undertaken until the utility’s next general rate case. A utility may file five GRIP applications between rate cases.

ATMOS-MIDTEX’ “GRIP” APPLICATION

On or about February 23, 2024, Atmos-MidTex filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (“GRIP”) statute. Atmos-MidTex’ application when

approved by the Railroad Commission will result in an increase in the monthly customer charges as shown below:

Rate Schedule	Current Customer Charge	Proposed 2023 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
Rate R – Residential Sales	\$41.23 per customer per month	\$6.73 per customer per month	\$47.96 per customer per month	\$6.73
Rate C – Commercial Sales	\$114.34 per customer per month	\$22.32 per customer per month	\$136.66 per customer per month	\$22.32
Rate I – Industrial Sales	\$2,079.40 per meter per month	\$412.61 per meter per month	\$2,492.01 per meter per month	\$412.61
Rate T – Transportation	\$2,079.40 per meter per month	\$412.61 per meter per month	\$2,492.01 per meter per month	\$412.61

Note that Atmos-MidTex refers to its application as its “2023” interim adjustment because the increase in rates Atmos-MidTex presents in its application is based on capital expenditures it made from January 1, 2023 through December 31, 2023.

REVIEW AND ACTION RECOMMENDED

Although the City’s ability to review and effectuate a change in Atmos-MidTex requested increase is limited, the City should exercise due diligence with regard to rate increases by monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure compliance with the requirements of that law.

To exercise its due diligence, it is necessary to suspend Atmos-MidTex proposed effective date of April 23, 2024, for forty-five days, so that the City can evaluate whether the data and calculations in Atmos-MidTex’ rate application are correctly done, and whether Atmos-MidTex’ application otherwise conforms to the requirements of the GRIP statute.

Therefore, the City’s Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending Atmos-MidTex’ proposed effective date for 45 days. Assuming a proposed effective date of April 23, 2024, Atmos-MidTex’ proposed effective date is suspended until June 7, 2024.

The City must take action to suspend Atmos-MidTex’ proposed effective date by no later than April 23, 2024.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF _____, TEXAS, (“CITY”) RESPONDING TO THE APPLICATION OF ATMOS ENERGY – MID-TEX DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY’S PARTICIPATION IN COORDINATION WITH OTHER CITIES IN A COALITION OF CITIES KNOWN AS THE ATMOS TEXAS MUNICIPALITIES; REQUIRING THE REIMBURSEMENT OF COSTS; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS: on or about February 23, 2024, Atmos Energy – Mid-Tex Division (Atmos-MidTex) filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (‘GRIP’), resulting in a requested increase in the monthly customer charge as shown in the table below:

Rate Schedule	Current Customer Charge	Proposed 2023 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
Rate R – Residential Sales	\$41.23 per customer per month	\$6.73 per customer per month	\$47.96 per customerper month	\$6.73
Rate C – Commercial Sales	\$114.34 per customer per month	\$22.32 per customer per month	\$136.66 per customer per month	\$22.32
Rate I – Industrial Sales	\$2,079.40 per meter per month	\$412.61 per meter per month	\$2,492.01 per meter per month	\$412.61
Rate T – Transportation	\$2,079.40 per meter per month	\$412.61 per meter per month	\$2,492.01 per meter per month	\$412.61

and

WHEREAS: the City has a duty to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS: the application to increase rates by Atmos-MidTex is complex; and

WHEREAS: it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in Atmos-MidTex' rate application are correctly done, and whether Atmos-MidTex' application otherwise conforms to the requirements of Texas Utilities Code § 104.301, commonly referred to as the GRIP statute; and

WHEREAS: the effective date proposed by Atmos-MidTex is April 23, 2024, but a suspension by the City will mean that the rate increase cannot go into effect prior to June 7, 2024.

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

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City suspends the requested effective date by Atmos-MidTex for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application, and to determine whether Atmos-MidTex' application otherwise conforms to the requirements of the GRIP statute.

Section 3. The City continues to act in coordination with a group of cities known as the Atmos Texas Municipalities in its review of Atmos-MidTex' rates.

Section 4. The City authorizes the law firm of Herrera Law & Associates, PLLC, to represent the City in connection with Atmos-MidTex' application to increase rates.

Section 5. Atmos-MidTex is ordered to reimburse the City's reasonable rate case expenses incurred in response to Atmos-MidTex' rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

Section 6. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 7. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED this _____ day of _____ 2024.

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
4/4/2024

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case FP-22-0032 Travisso Phase 4, Sections 7-8, and Phase 5, Section 3 Final Plat; more particularly described by Travis Central Appraisal District R353024, generally located west of the intersection of Travisso Parkway and Via Levanzo Road, Leander, Travis County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Travisso Phase 4, Sections 7-8, and Phase 5, Section 3 Final Plat application. Article II, Section 24 (g) includes the following provisions.

(g) Application Expiration.

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

HISTORY/TIMELINE:

02/24/2022 - Preliminary Plat Approved

09/09/2023 - Final Plat Application Expired, Staff Extension Granted

03/09/2024 - Final Plat Application Staff Extension Expired

APPLICANT/AGENT:

Pape-Dawson Engineers (Aimee Chavez) on behalf of Travisso Ltd. (Mark Berman)

RECOMMENDATION:

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

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to September 9, 2024 and will allow the developer to finalize the plat requirements and schedule the plat for review by the Planning & Zoning Commission.

PRESENTER:

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

Fiscal Impact

Attachments:

1. FP-22-0032 Att 1 Travisso Ph 4, Sec 7-8 & Ph 5, Sec 3 - Request
2. FP-22-0032 Att 2 Travisso Ph 4, Sec 7-8 & Ph 5, Sec 3 - Location Map
3. FP-22-0032 Att 3 Travisso Ph 4, Sec 7-8 & Ph 5, Sec 3 - Ordinance

March 18, 2024

City of Leander
City Council
201 North Brushy Street
Leander, Texas 78646-0319

RE: Travisso Phase 4, Sections 7-8 & Phase 5, Section 3 Final Plat (FP-22-0032)
Expiration Extension Request Letter

Dear Council:

The Travisso Phase 4, Sections 7-8 & Phase 5, Section 3 Final Plat (FP-22-0032) received initial comments from the City of Leander on December 6th, 2022 with an expiration date of August 5th, 2023.

An extension was then granted for an additional six months with a new expiration date of February 5th, 2024.

Due to delays in the LCRA review and permitting process, we request an additional six month extension on the Travisso Phase 4, Sections 7-8 & Phase 5, Section 3 Final Plat expiration date to August 5th, 2024.

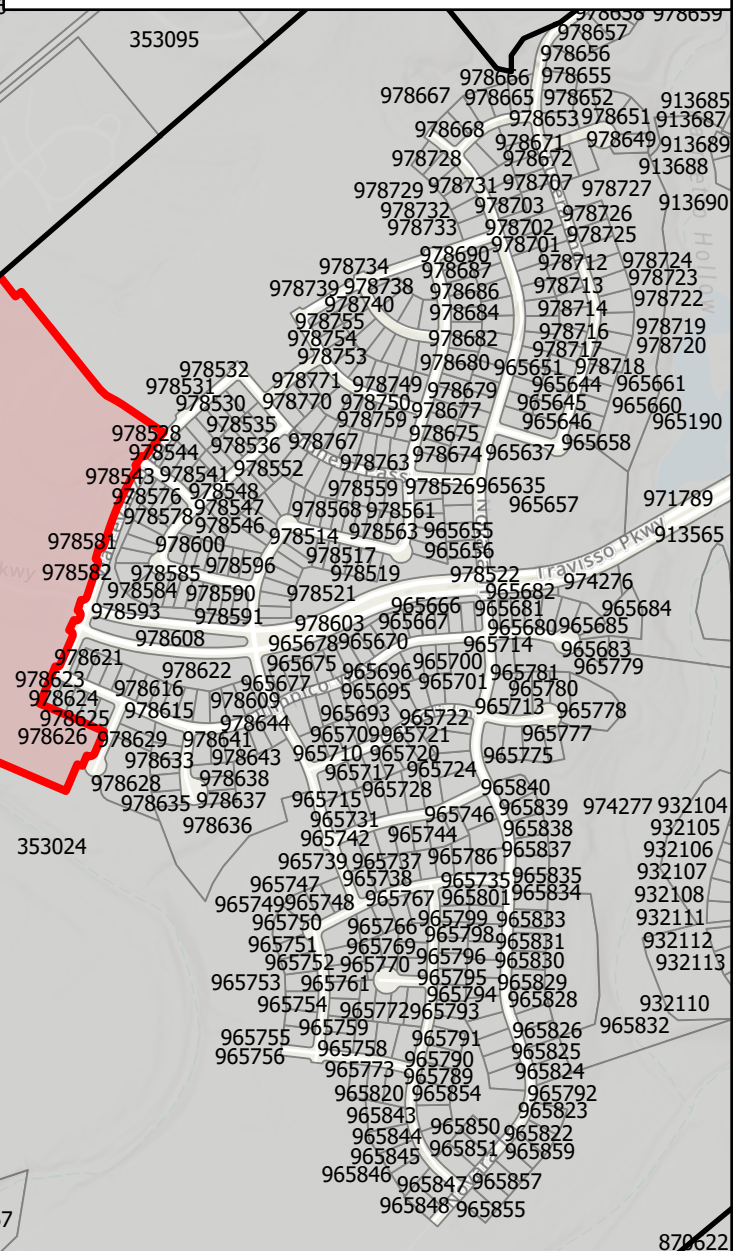
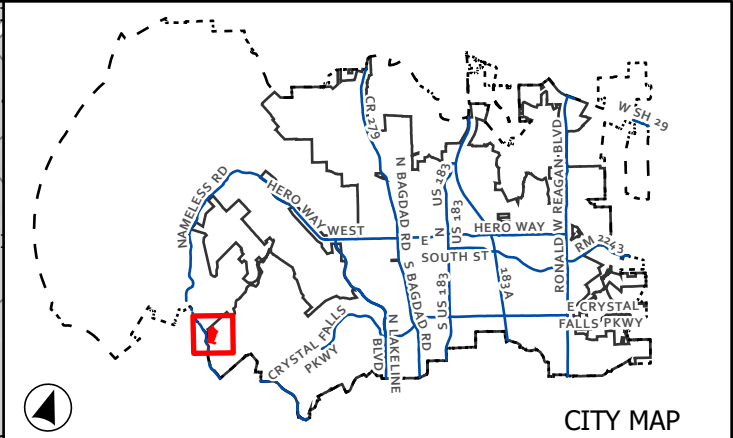
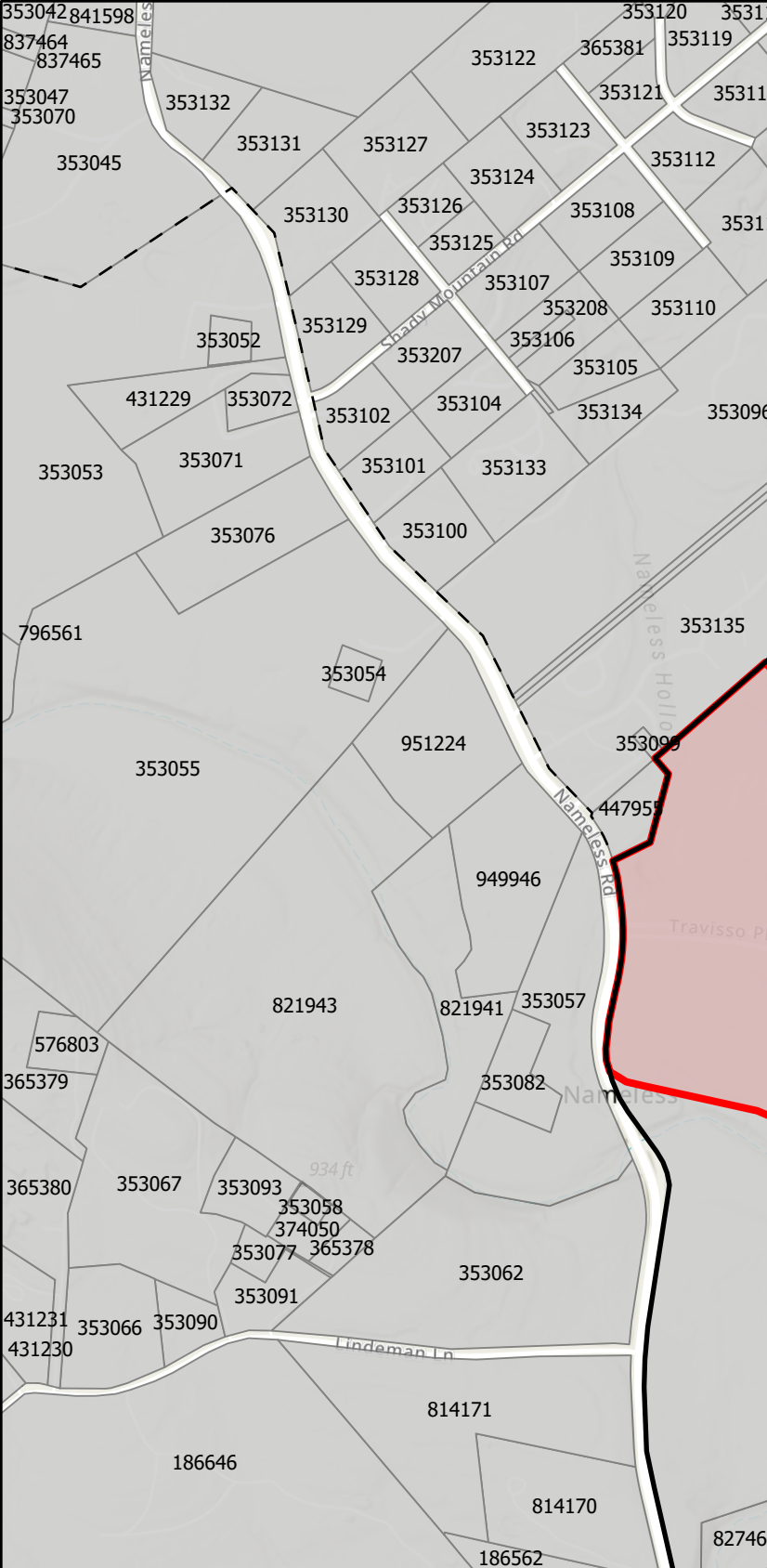
Please let me know if you have any additional questions or comments.

Sincerely,
Pape-Dawson Consulting Engineers, LLC.
Texas Board of Professional Engineers, Firm Registration #470

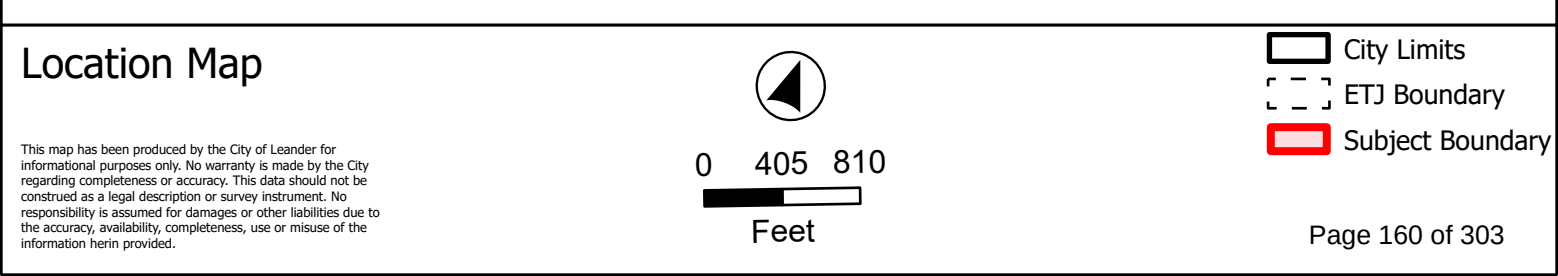
Michael S. Fisher, P.E.
Senior Vice President



H:\Projects\508\92\44\216 Final Plat\Documents\Plan Processing\City\231006 Extension\231006 Travisso Phase 4, Sections 7-8 & Phase 5, Section 3
- Final Plat Extension Letter.docx



CASE: FP-22-0032 ATTACHMENT 2 TRAVISSO PH 4, SEC 7-8 & PH 5, SEC 3



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS GRANTING AN
EXTENSION OF THE EXPIRATION OF THE FINAL PLAT
APPLICATION FOR THE TRAVISSO PHASE 4, SECTIONS 7-8, AND
PHASE 5, SECTION 3 SUBDIVISION.**

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

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

WHEREAS, the Planning Department granted one six (6) month extension for the final plat application (the “Final Plat Application”) which expires on or about March 9, 2024;

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

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

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

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Final Plat Application to September 9, 2024. In the event that the Final Plat Application is not approved by the Planning and Zoning Commission on or before to September 9, 2024, the Final Plat Application shall expire.

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

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

PASSED AND APPROVED on First Reading this the 4th day of April, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
4/4/2024

AGENDA SUBJECT:

Approval of a Memorandum of Understanding (MOU) between the City of Leander and the Upper Brushy Creek WCID regarding subdivision requirements for land owned by the WCID; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

The Upper Brushy Creek Water Control Improvement District (WCID) was created to help control erosion and reduce flooding. The district manages several properties in Leander including property at Devine Lake, Lakewood Park, and Horizon Lake. They are working with the Williams Tract developer on an acquisition of land that will ultimately connect to the dam associated with Devine Lake. This land is shown on the Williams Tract as parkland and as a platted lot. The Hawkes Landing North development will also be responsible for dedicating land to the WCID; however, they are on a different timeline. The WCID prefers not to have added restrictions and easements on land that they own. They have requested that this property is removed from the plat and is dedicated by metes and bounds.

The Subdivision Ordinance requires that tracts of land that are less than five (5) acres in size are platted. In this case, the WCID owns the adjacent tract and would create a property that would be greater than five (5) acres in size. The ordinance also requires frontage onto ROW and access to utilities. The current access to the property does not meet the ordinance requirements and is less than three (3') feet wide. The purpose in this MOU is to allow for the WCID to acquire the land outside the platting process and clarify the risk associated with the limited access. There is a proposed access easement that will grant access through the subdivision.

This item will also allow the Interim City Manager or future City Manager the ability to make minor changes requested by the WCID. Staff is working to aid the developer in moving this project forward and may have some minor updates as we work with the WCID on the MOU.

HISTORY/TIMELINE:

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approval of the MOU.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Memorandum of Understanding

**Memorandum of Understanding
Between City of Leander and the UBWCID Related to
Parcels in the Williams Tract Subdivision**

This Memorandum of Understanding between City of Leander (the “City”) and the Upper Brushy Creek Water Control and Improvement District (the “WCID”) Related to Parcels in the Williams Tract Subdivision is entered on this the 4th day of April, 2024. The City and the WCID are sometimes referred to collectively as the “Parties”.

Whereas, the Developer of the Williams Tract Subdivision (the “Subdivision”) will convey to the WCID the parcel shown in **Exhibit A** as Parcel 1;

Whereas, the Developer of the Hawkes Landing North Subdivision intends to convey the property identified as Parcel 2 in **Exhibit A** to the WCID at an unspecified future date;

Whereas, WCID wishes to take ownership of Parcel 1 as soon as possible;

Whereas, the City’s Subdivision Ordinance requires the Parcel 1 to be platted before it is conveyed and for lots to have a minimum of 25 feet of frontage on a public right of way;

Whereas, Parcel 1 will only have 3 feet of frontage on a public right of way until Parcel 2 is conveyed;

Whereas, WCID currently owns various easements providing access across the parent tract of Parcel 2 as recorded in document numbers 19596306, 19596308, and related documents as recorded in the Deed Records Williamson County;

Whereas, the above referenced easements provide access from existing public rights-of-way;

Whereas, the City will grant an exception to the requirements of the Subdivision Ordinance as set forth in this MOU;

Now, therefore, the Parties agree that:

1. Parcel 1 may be conveyed to the WCID by metes and bounds without Parcel 1 being platted prior to conveyance.
2. After conveyance of Parcel 2, WCID shall use best efforts to cause the Williamson Central Appraisal District to identify Parcel 1, Parcel 2, Parcel 3 and Parcel 4 (identified on **Exhibit A**), by one tax identification number.
3. WCID acknowledges and understands that Parcel 1 only has 3 feet of frontage on a public right of way, and that Parcel 1 and Parcel 3 will not have greater frontage to public right-of-way until Parcel 2 is conveyed to the WCID and combined with Parcel 4.

4. WCID acknowledges and agrees that WCID is responsible for acquiring adequate access to Parcel 1 and Parcel 2 and that the City will not be responsible for acquiring or otherwise obtaining access to Parcel 1 or Parcel 2 in the event Parcel 2 is not conveyed to the WCID.
5. WCID further acknowledges and agrees that in the event WCID conveys Parcel 1 and/or Parcel 3 in the future, the parcels will be required to comply with then-applicable City subdivision regulations, including provisions governing minimum length of frontage on a public right-of-way.

Entered effective the 4th day of April, 2024.

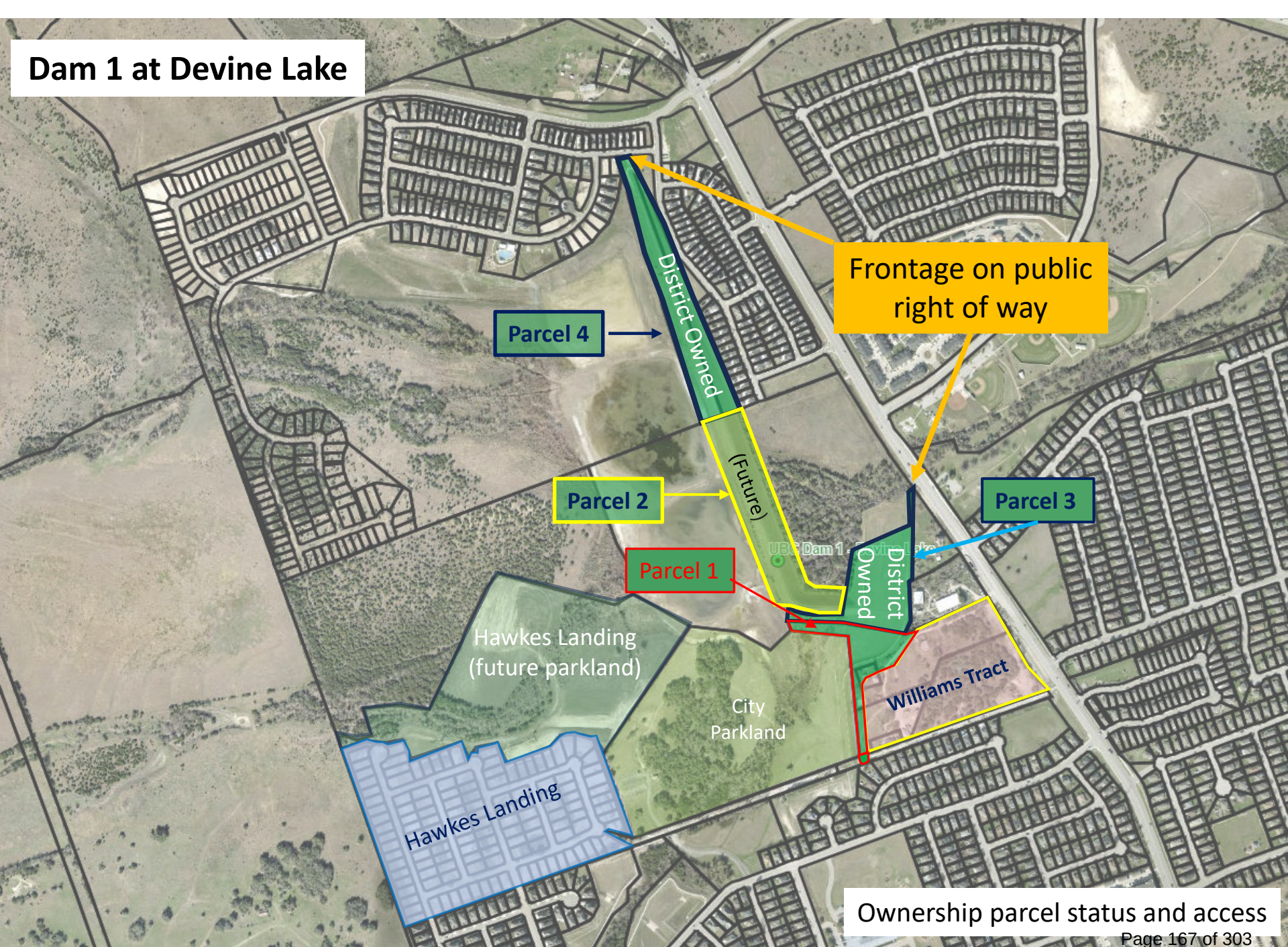
City of Leander, Texas

**Upper Brushy Creek Water Control
Improvement District**

Isaac Turner, Interim City Manager

Name: _____
Title: _____

Dam 1 at Devine Lake



Ownership parcel status and access



EXECUTIVE SUMMARY
4/4/2024

AGENDA SUBJECT:

Conduct a Public Hearing and consider action 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), GC-3-A (General Commercial), and GC-2-A (General Commercial) on eight (8) parcels of land approximately 234 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R506005, 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]*

BACKGROUND:

This application has been postponed due to a notification error.

HISTORY/TIMELINE:

10/04/2006 - Annexed - 06-039-00

05/02/2018 - Annexed - 18-026-00

01/25/2024 - Planning & Zoning, 1st Public Hearing (denied)

03/07/2024 - City Council, Public Hearing & 1st Reading of the Ordinance, action postponed by the applicant

03/14/2024 - Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

LJA Engineers, Inc (T. Walter Hoysa) on behalf of Burleson Ranches, LTD (Mary Frances Roberts)

RECOMMENDATION:

The Planning & Zoning Commission unanimously recommended denial during the January 25, 2024 meeting. The applicant requested to postpone the case to revise the requests. During the Planning & Zoning Commission meeting of March 14, 2024, the Commission unanimously voted to approved the request. Following the public hearing, an error was identified in the newspaper notification. A new notice was posted to adhere to requirements listed in Chapter 211 of the Local Government Code.

PRESENTER:

Robin M. Griffin, Executive Director of Development Services

Fiscal Impact

Attachments:

1. CPA-23-0009 & Z-23-0102 Postponement Request - Burleson Roberts Tract

February 7, 2024

Robin Griffin - Executive Director of Development Services
City of Leander
Development Services Department
201 N Brushy Street
Leander, Texas 78641

RE: Burleson Roberts Tract – Zoning Change
Postponement Request - Z-23-0102
LJA Project #A140-0417

Dear Robin:

Based on feedback from the Planning and Zoning Commission meeting held January 25, 2024, we respectfully request postponement of further action on the above zoning change request.

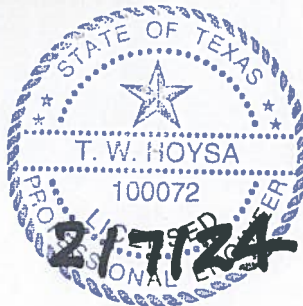
The original request has been amended and was resubmitted February 6, 2024. Please postpone further action on the original request until the amended request can be heard at Planning and Zoning Commission. The current calendar is to schedule a new Planning and Zoning Commission hearing for March 14, 2024. Both the original and amended requests are respectfully requested to be heard by City Council on the April 4 and April 18, 2024 meetings.

Please let us know if there is further action required on the part of the applicant to effect this postponement.

Very Truly Yours,
LJA ENGINEERING, INC.



T. Walter Hoysa, P.E.
Vice President





EXECUTIVE SUMMARY
4/4/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-23-0072 to amend the current zoning of LC-2-A (Local Commercial) to adopt the Tiger Mountain PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on one (1) parcel of land approximately 10.314 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031710; and more commonly known as 100 Mockingbird Hill, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0072 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

04/21/2016 - Annexation approved
08/15/2019 - Comprehensive Plan Amendment approved
09/05/2019 - Special Use Permit approved
09/05/2019 - Zoning approved
03/14/2024 - Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Keepers Land Planning (Ricca Keepers) on behalf of Ali Quentin Brown, Jeremy Andrew Bopp, and Savitha Ganapathi

RECOMMENDATION:

Staff recommends approval of this request. The Planning & Zoning Commission unanimously recommended approval during the March 14, 2024 meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-23-0072 Att 1 Planning Analysis - Tiger Mountain Center PUD

2. Z-23-0072 Att 2 Current Zoning - Tiger Mountain Center PUD
3. Z-23-0072 Att 3 FLU Map - Tiger Mountain Center PUD
4. Z-23-0072 Att 4 Public Notification - Tiger Mountain Center PUD
5. Z-23-0072 Att 5 Proposed Zoning - Tiger Mountain Center PUD
6. Z-23-0072 Att 6 Aerial Map - Tiger Mountain Center PUD
7. Z-23-0072 Att 7 PUD Notes - Tiger Mountain Center PUD
8. Z-23-0072 Att 8 Letter of Intent - Tiger Mountain Center PUD
9. Z-23-0072 Att 9 Neighborhood Outreach - Tiger Mountain Center PUD
10. Z-23-0072 Att 10 Ordinance - Tiger Mountain Center PUD
11. Z-23-0072 Att 11 3-14-2024 P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-23-0072
TIGER MOUNTAIN CENTER PUD
100 MOCKINGBIRD HILL

GENERAL INFORMATION

Owner/Agent: Keepers Land Planning (Ricca Keepers) on behalf of Ali Quentin Brown, Jeremy Andrew Bopp, and Savitha Ganapathi.

Current Zoning: LC-2-A (Local Commercial)

Proposed Zoning: PUD (Planned Unit Development) with the base zoning districts of:
LC-2-A (Planned Unit Development Local Commercial)

Size and Location: The property is located at 100 Mockingbird Hill, Leander, Williamson County, Texas, including approximately 10.314 acres.

Staff Contact: Justin Hunt, Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to develop this property as a martial arts training facility, including a wide range of training and exercise classes as well as a community workspace with a café. The development will also include an outdoor archery range for training. A residential component will include continuing the existing residential use and allow for guests to stay overnight. The PUD will include LC (Local Commercial) uses with additional requested uses not specifically called out in the LC use component.

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

In 2019, the City of Leander issued a Special Use Permit (SUP) to allow for GC (General Commercial) uses with a five (5) year time limit. The SUP will terminate in September of this year.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	ETJ	Undeveloped

EAST	Interim SFR-1-B	Single-family
SOUTH	TF-2-A	Two-family (Homestead Subdivision)
WEST	PUD LC-2-B	Commercial Development

SURROUNDING AREA:

The property to the north is located in the extraterritorial jurisdiction (ETJ) and is undeveloped land. The property to the east is currently being used as a single-family residence. The properties to the south are a part of the Homestead Subdivision and are being used as two-family dwelling units. The property to the west is currently being used as a gymnastics center called “The Mega Gym.”

PHYSICAL AND NATURAL FEATURES:

This property contains a creek, small pond, scattered tree clusters, and is relatively flat.

PROPERTY HISTORY:

This property was annexed into the City of Leander on April 21, 2016.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 19-SU-003 requested the use of GC (General Commercial) for five (5) years and was approved on 9/5/2019.
- 19-Z-011 requested a zone change from Interim SFR-1-B (Single-Family Rural) to LC-2-B (Local Commercial) and was approved on 9/5/2019.

MAJOR CORRIDORS:

This property has access onto Mockingbird Hill.

TRANSPORTATION PLAN REQUIREMENTS:

This property includes Mockingbird Hill that would require upgrades to the substandard road.

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
Mockingbird Hill	Private	Commercial	26' ROW 2 Lane 5' sidewalk

SUBDIVISIONS:

There have been no subdivision cases submitted for this property.

EXISTING UTILITIES:

This property would need to extend water from N. Bagdad Road from an existing 16" to the property. Wastewater lines exist down Blue River Drive (8") and further south on N. Bagdad Road (12") as shown in Figures 1 and 2.



Figure 1 – Waterline



Figure 2 - Wastewater

CURRENT LAND USES:

This property is currently being used as a residence.

PROPOSED ZONING DISTRICT:
USE COMPONENT**PUD – PLANNED UNIT DEVELOPMENT:**

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for a multi-use facility that will allow people to work in a work share environment and exercise. The development of this property includes a martial arts training facility including a wide range of training and exercise classes as well as a community workspace with a café. The development will also include an outdoor archery range for training. A residential component will include continuing the existing residential use and allow for guests to stay overnight.. The contents of this PUD further explain and illustrate the overall function desired for this development. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

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

ARCHITECTURAL COMPONENT**TYPE A:**

Features: 5 or more architectural features.

Intent:

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

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

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

Applicable Future Land Use categories**MULTI-USE CORRIDOR**

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

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

These areas are intended to be developed with an auto-oriented character, which means vehicles and parking areas are a primary visual characteristic from the street. Access management is recommended to

maintain safe traffic movement along these streets. Appropriate bufferyards are required to ensure compatibility with adjacent Neighborhood Residential.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:

DEVELOPMENT MEETING

A development meeting was held with Staff on 2/20/2023. No changes have been made.

There have been no ordinance changes following the development meeting which may have impacted this project.

NOTIFICATION

- 2/22/2024 - Public Notice on Hill Country News
- 2/28/2024 - Mail Notification to Property Owners within 200'
- 2/28/2024 - Public Hearing Signage Posted on Property
- 3/14/2024 - Planning and Zoning Commission Public Hearing
- 4/04/2024 - City Council Public Hearing & First Reading of the Ordinance
- 4/18/2024 - 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.

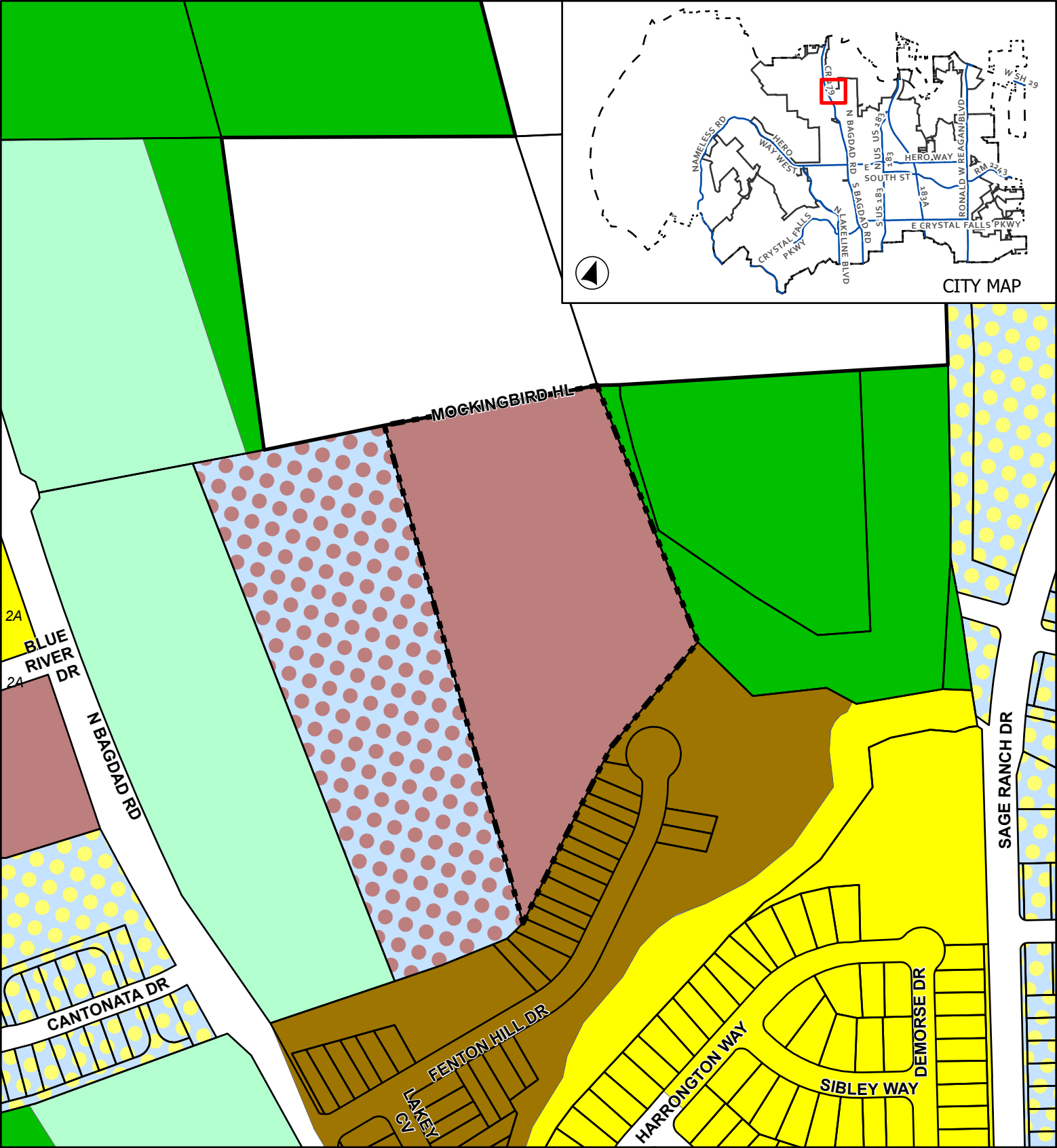
The applicant performed a portion of their outreach after the deadline of 14 days prior to the Planning & Zoning Commission public hearing, being February 29. Notification was given to the HOA within the appropriate timeframe. However, the meeting with the residents was scheduled for March 1. The Commission has the option to postpone action on this case to the meeting of March 28 to allow residents adequate time to respond to the notice.

A neighborhood meeting was held with the HOA on March 1st, 2024. The applicant previously went door to door and spoke with the homeowners. No concerns were brought up or changes made to the request.

Please see the full report from the applicant attached under item 9.

APPROVAL CRITERIA:

This Planned Unit Development (PUD) would allow all uses permitted within the Local Commercial use component and provides additional permitted uses. The proposal is compatible with adjacent land uses along Mockingbird Hill and meets the intent of the Comprehensive Plan. Staff recommends approval of this request.



CASE: Z-23-0072

ATTACHMENT 2

TIGER MOUNTAIN CENTER PUD

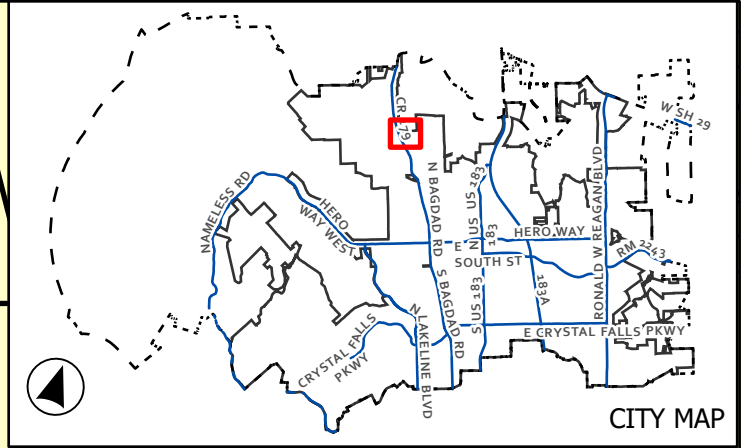
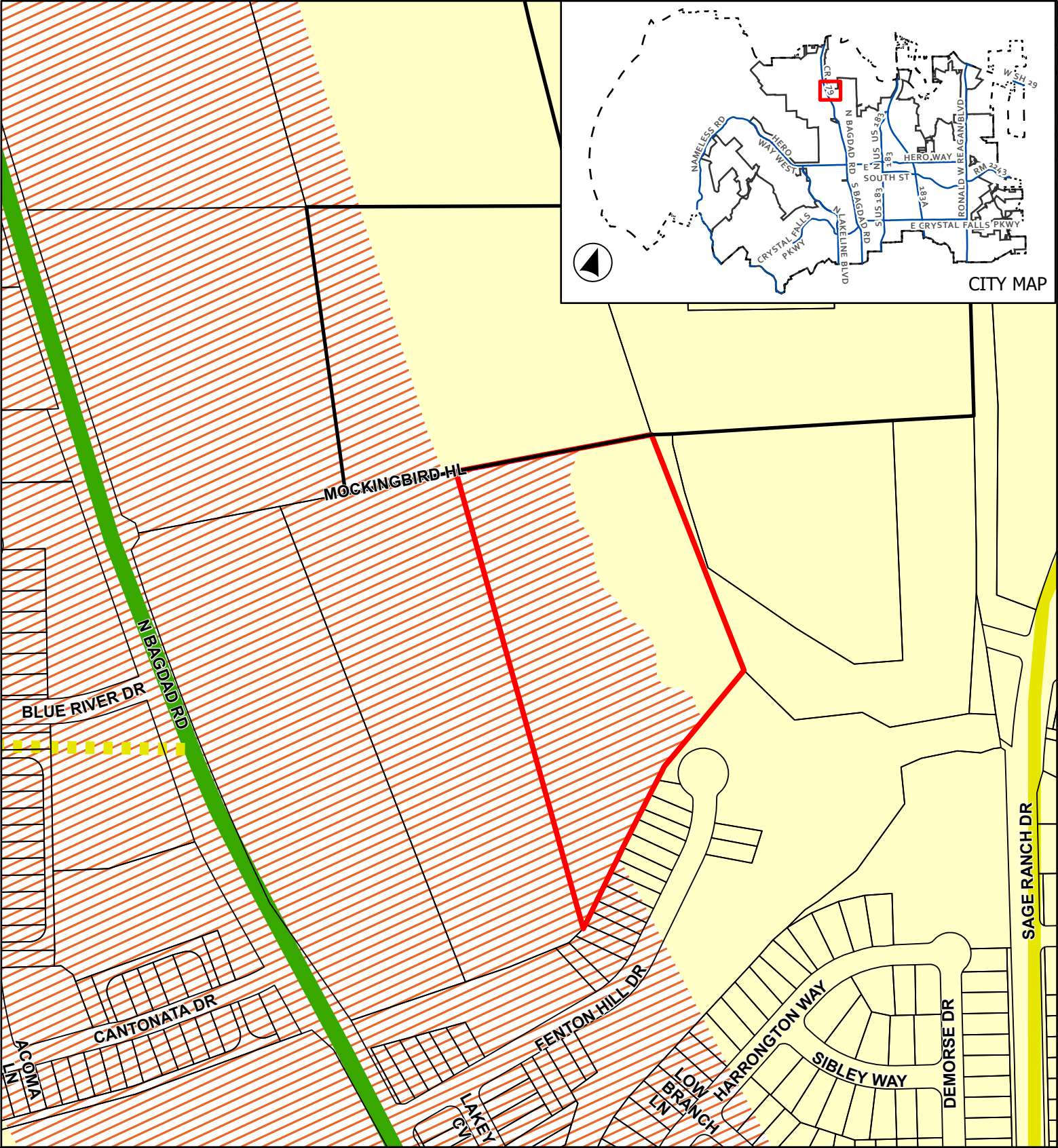
Current Zoning

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
- SFR - Single-Family Rural
- SFS - Single-Family Suburban
- SFC - Single-Family Compact
- TF - Two Family
- LC - Local Commercial
- PUD - Single-Family
- PUD - Local Commercial

0 100 200 Feet

Page 178 of 303



CASE: Z-23-0072 ATTACHMENT 3 TIGER MOUNTAIN CENTER PUD

Proposed Future Land Use Map

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

Legend

- Leander City Limits
- ETJ Boundary
- Subject Boundary
- Neighborhood Residential

Thoroughfare Plan

- Arterial 6 Lane, Existing
- Collector, Existing
- Collector, Proposed

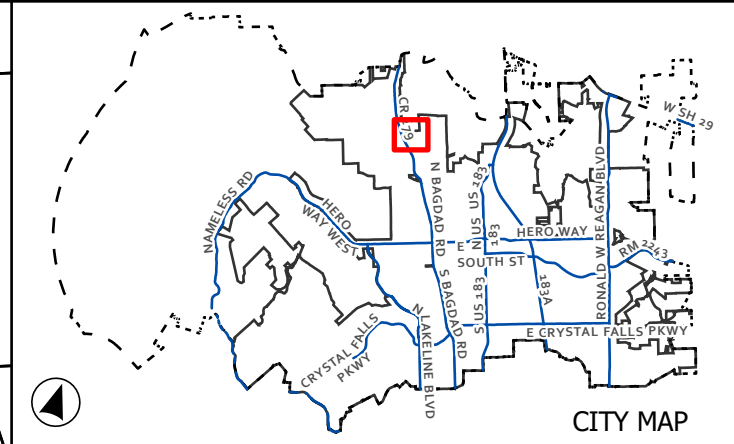
0 125 250

Feet

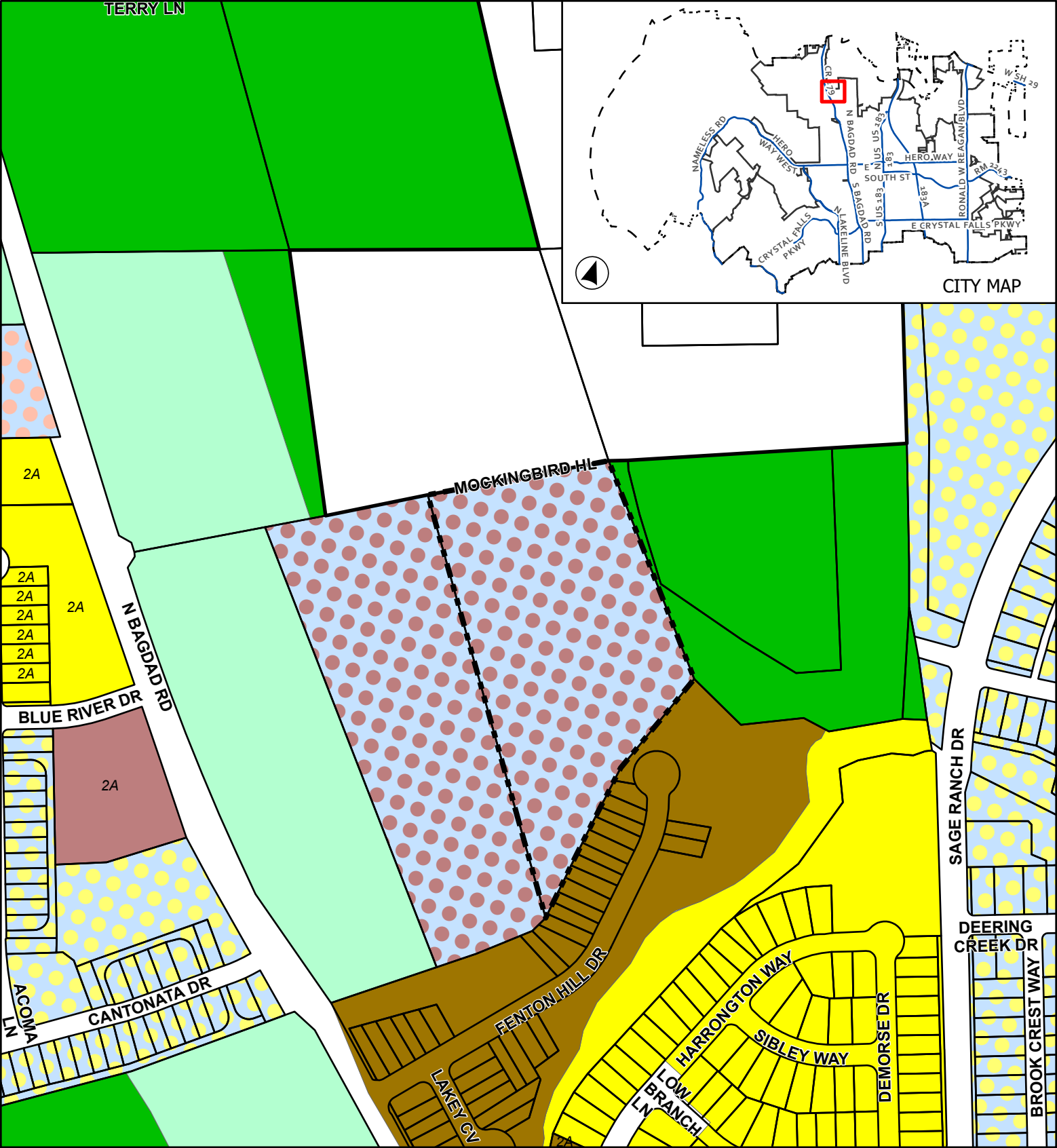
Future Land Use

Page 179 of 303

TERRY LN



CITY MAP



CASE: Z-23-0072

ATTACHMENT 5

TIGER MOUNTAIN CENTER PUD

Proposed Zoning

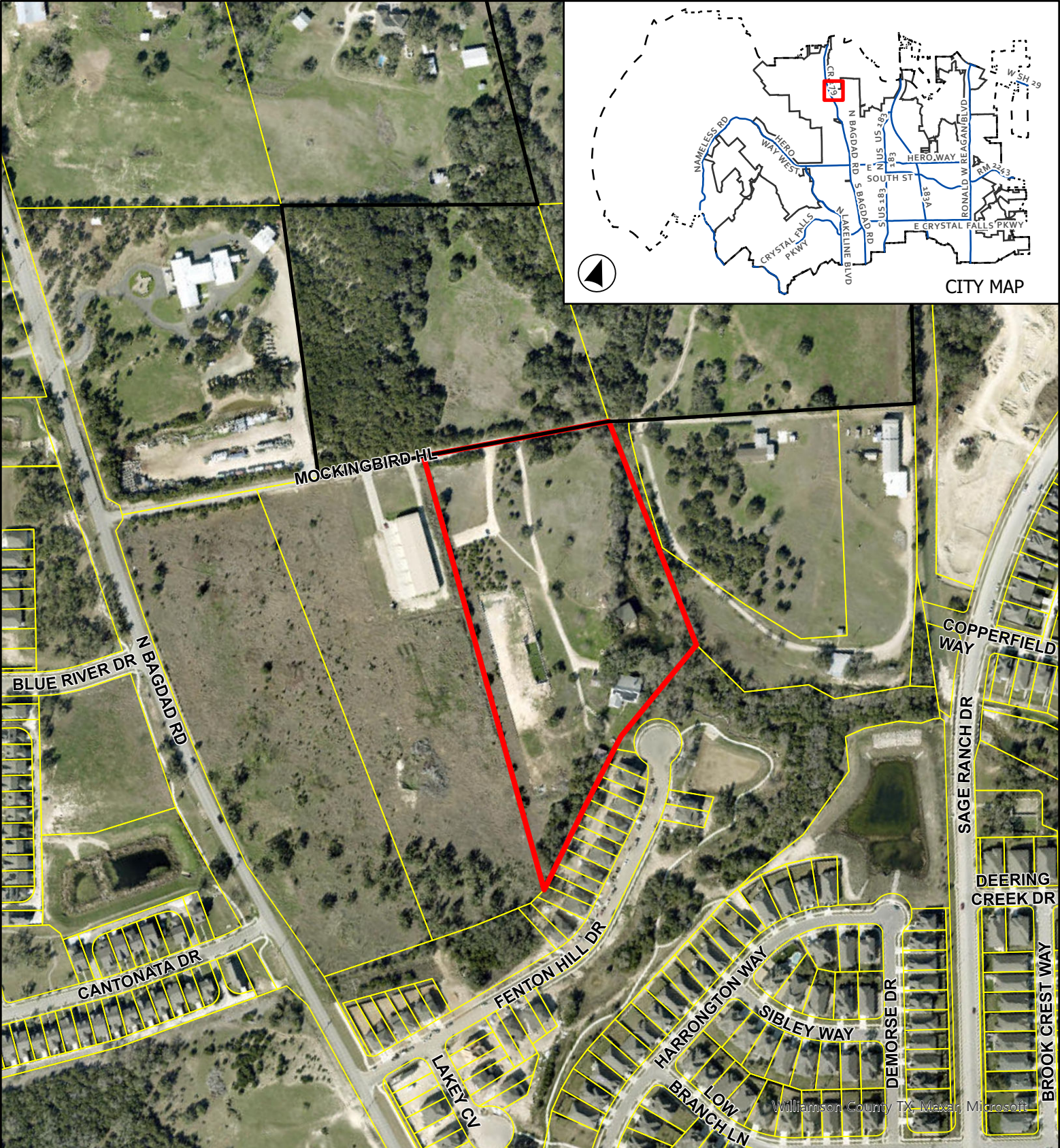
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

- | | |
|--------------------------------|------------------------|
| Leander City Limits | TF - Two Family |
| Extra-Territorial Jurisdiction | LC - Local Commercial |
| Subject Boundary | PUD - Single-Family |
| SFR - Single-Family Rural | PUD - Local Office |
| SFS - Single-Family Suburban | PUD - Local Commercial |
| SFC - Single-Family Compact | |

0 120 240

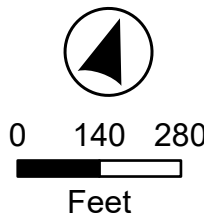
Page 18 of 303

Feet



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

Tiger Mountain Planned Unit Development

A. Purpose and Intent

1. The Tiger Mountain PUD is comprised of approximately 10.31 acres, as shown in **Exhibit B**. The development of this property includes a martial arts training facility including a wide range of training and exercise classes as well as a community workspace with a café. The development will also include an outdoor archery range for training. A residential component will include continuing the existing residential use and allow for guests to stay over night.

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. Conceptual Site Layout & Land Use Plan

1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, **Exhibit C**, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

D. Allowable / Prohibited Uses

1. The allowable uses shall include all uses permitted by the LC (Local Commercial) use component with the addition of the following uses:
 - a. Event Center with suites to rent
 - b. Martial Arts, Teaching, and Yoga Studios
 - c. Community Work Space
 - d. Café
 - e. Archery
 - f. Volley Ball Court
 - g. Bed and Breakfast
 - h. Recreational
 - i. Spa Services

EXHIBIT A
METES AND BOUNDS
10.309 ACRES

BEING 10.309 ACRES OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, WILLIAMSON COUNTY, TEXAS, SAME BEING DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN FROM ANTHONY G. PEREZ AND HEIDI PEREZ TO ALI QUENTON BROWN, JEREMY ANDREW BOPP, ET UX SAVITHA GANAPATHI, DATED APRIL 22, 2020, RECORDED IN DOCUMENT NO. 2020042675 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, SAID 10.309 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE SOUTHEASTERLY CORNER OF A CALLED 10.2514 ACRES TRACT CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN FROM KRISTIN N. WITBECK TO LEANDER BUSINESS CENTER, LLC, DATED AUGUST 17, 2016. RECORDED IN DOUMENT NO. 2016076592, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, SAME BEING A POINT ON THE WESTERLY LINE OF A CALLED 18.209 ACRES TRACT CONVEYED BY WARRANTY DEED TO GEHAN HOMES LTD, FROM LACKEY HOLDINGS LTD. DATED FEBRUARY 21, 2019. RECORDED IN DOCUMENT NO. 2019014182, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, SAID IRON ROD BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBE TRACT AND THE **POINT OF BEGINNING**;

THENCE N35°48'31"W, ALONG THE EAST LINE OF THE SAID 10.2514 ACRES TRACT, PASSING AT A DISTANCE 1123.00 FEET AN 1/2 INCH IRON ROD FOUND, CONTINUING FOR A TOTAL DISTNCE OF 1148.09 FEET TO A POINT ON THE SOUTH LINE OF A CALLED 10.49 ACRES TRACT CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN FROM ERNEST K AND DOROTHY HOCH TO DARRELL R. AND BONITA S. WORD, DATED OCTOBER 7, 1985 RECORDED IN VOLUME 1255, PAGE 345, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, SAME BEING THE NORTHEAST CORNER OF THE SAID 10.2514 ACRES TRACT, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBE TRACT;

THENCE N58°58'48"E, ALONG THE SOUTH LINE OF THE SAID 10.49 ACRES TRACT, A DISTANCE OF 513.74 FEET TO CALCULATED POINT, THE SOUTHEAST CORNER OF THE SAID 10.49 ACRES TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 5.399 ACRES TRACT CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN FROM DAVID ALAN AND CHERYL A HAWKINS TO ROGER DEAN SORENSEN AND JAMES DANA PIERCE, DATED JULY 17, 2020 RECORDED IN DOCUMENT NO. 2020081834, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S38°05'13"E, ALONG THE WEST LINE OF THE SAID 5.399 ACRES TRACT, PASSING AT A DISTANCE 25.21 FEET TO A 1/2 INCH IRON ROD FOUND, CONTINUING FOR A TOTAL DISTANCE OF 613.52 FEET TO A 1/2 INCH IRON ROD WITH A STAMPED "GRIFFITH 1885" PINK CAP SET THE SOUTHWEST CORNER OF THE SAID 5.399 ACRES TRACT, SAME BEING A POINT ON THE WESTERLY LINE OF THE SAID 18.209 ACRES TRACT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE ALONG THE WESTERLY LINE OF THE SAID 18.209 ACRES TRACT AND THE EASTERLY LINE OF THE HEREIN DESCRIBE TRACT, THE FOLLOWING (3) THREE COURSES:

(1) **THENCE** S19°24'38"W, A DISTANCE OF 298.78 FEET TO A 1/2 INCH IRON ROD WITH A STAMPED "GRIFFITH 1885" PINK CAP SET

(2) **THENCE** S06°59'45"W, A DISTANCE OF 211.20 FEET TO A 1/2 INCH IRON ROD WITH A STAMPED "GRIFFITH 1885" PINK CAP SET

(3) **THENCE** S05°40'00"W A DISTANCE OF 222.60 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 10.309 ACRE OF LAND, MORE OR LESS.

A SURVEY PLAT OF EVEN DATE HEREBY ACCOMPANIES THESE METES AND BOUNDS DESCRIPTION

I, JAMES W. GRIFFITH, CERTIFY THAT THE ABOVE FIELDNOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN, AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

James W. Griffith

June 1, 2021

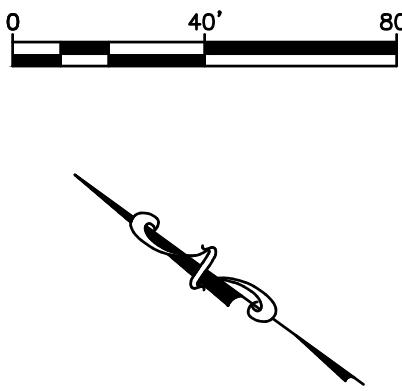
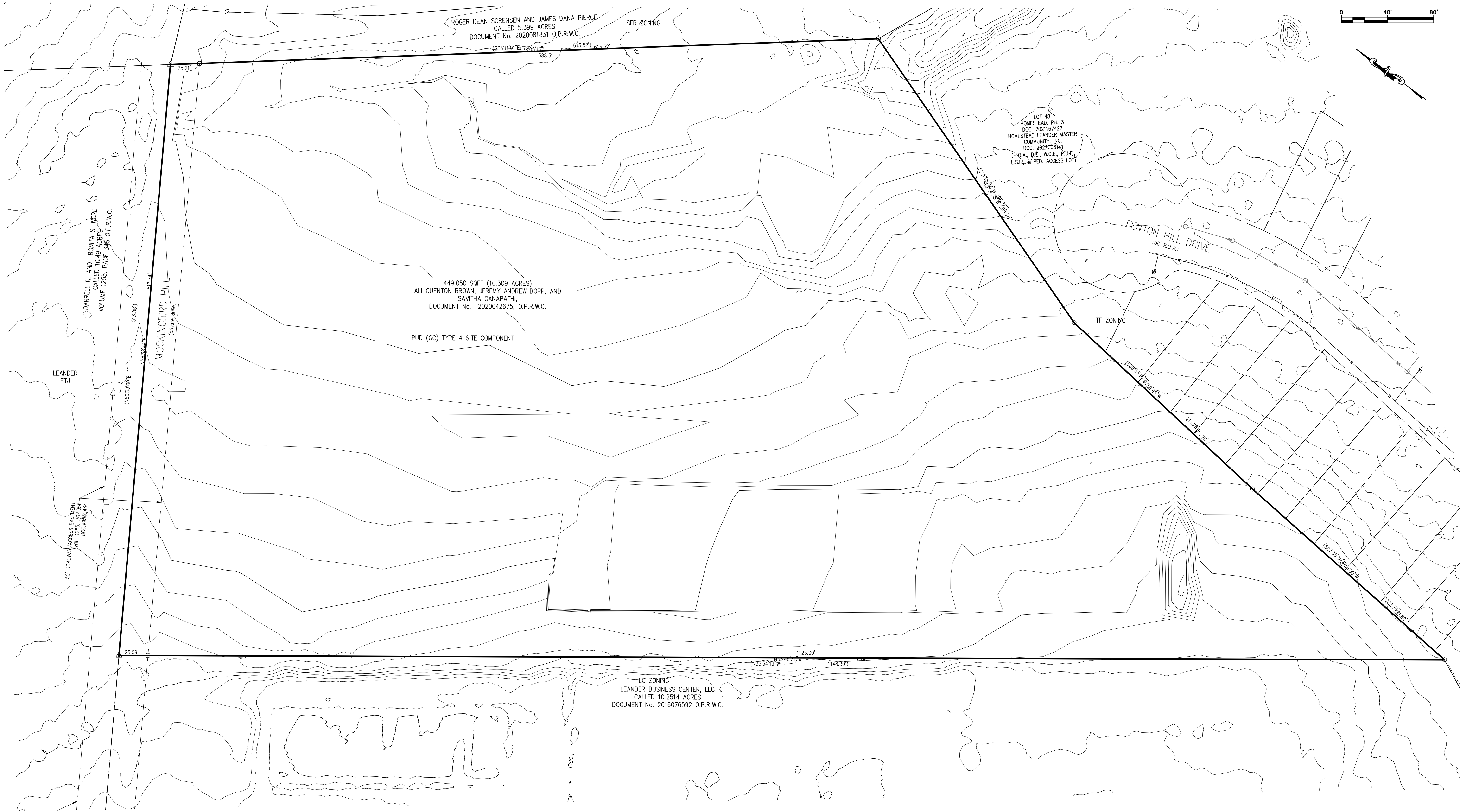
JAMES W. GRIFFITH

DATE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1885

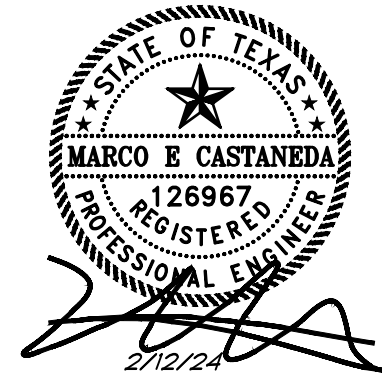
GRIFFITH CONSULTING, SURVEY FIRM NO. 101699-00





NOTE:
THIS EXHIBIT IS CONCEPTUAL AND HAS NOT BEEN
REVIEWED FOR COMPLIANCE WITH THE COMPOSITE
ZONING ORDINANCE OR SUBDIVISION ORDINANCE.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

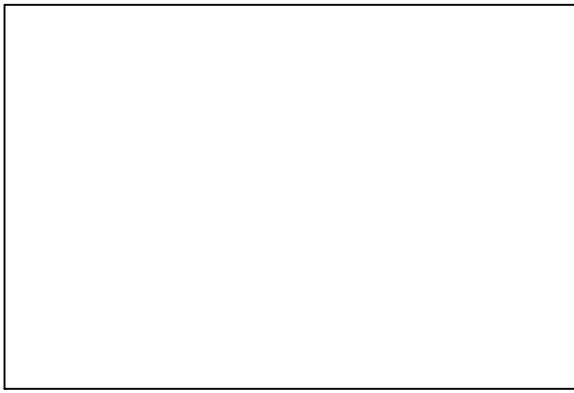


RANGER ENGINEERING, PLLC
CIVIL ENGINEERING
TYPE REG. NO. F-22406
5524 BEE CAVES ROAD, STE J-3
AUSTIN, TEXAS 78746
PHONE: (512) 785-8446
email: marco@rangereng.com

TIGER MOUNTAIN
100 MOCKINGBIRD HILL
LEANDER, TEXAS 78641

EXHIBIT C - CONCEPT SITE LAYOUT AND LAND USE PLAN

FEBRUARY 12, 2024
MEC
MEC



23-SD-



July 21, 2023

Reference Address: 100 Mockingbird Hill, Leander, TX 78641

Legal Description: AW0134 AW0134 - Cochran, C. Sur., ACRES 10.314

Physical: flat land with minimal floodplain and one residential home

Proposed Zoning- PUD-LC

Dear City of Leander,

This letter is to provide you with the necessary information about this property for a rezone into a Planned Unit Development. The owner lives on the property and owns a business called Tiger Mountain Center. The owner's dream is to train in martial arts in a way that encourages a wholistic and healthy perspective. It is his wish to develop the property into a multi-use facility, which would allow people to work in a work share environment and exercise. We are requesting application of a PUD with the base zoning LC in order develop the property that will support the community.

We are asking for additional uses and we will be following the architecture requirements. No additional waivers are being requested. The uses will be martial arts, teaching, yoga, multi-use building with a community work space and a café. In addition, outdoor archery, recreation, and an event center will be part of this development. This training facility will provide more studios for a wide range of training and exercise classes. There will be variety classes along with retreats held for martial arts and archery. Suites will be provided for these retreats on a regular basis. Please, do not hesitate to reach out to us with any questions or concerns. Thank you in advance for your time.

Sincerely,

Ricca Keepers, MUP
Keepers Land Planning
Cell (512) 550-6508

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.

Owner has been talking too the surrounding owners about his plans in the last year. We have a list of addresses part within 500 feet.

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.

We have talked to the HOA in the last several months. Presentation given. The development will benefit surrounding neighborhood.

3. What concerns were raised during these communications?

none

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

none, the neighbor that is to the right on 80 Mockingbird Hill.

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

Signature: _____

Date _____

4/24/23



February 29, 2024

City of Leander

Subject Property: 100 Mockingbird Hill

Dear City of Leander,

We have spoken to the HOA through Wendy Harden who is the representative with the HOA several times. They are amenable to the development since this will not cause any additional noise or additional traffic to be concerned with. In addition, Mockingbird Hill does have access through Baghdad which is a separate connection from the surrounding neighborhoods.

On March 1, 2024 Marco Castenado and I met with the board of directors for the Homestead Master HOA which took a few months to set up. They are happy with the use and happy to see this development in the community. Ian MacKinnon and Dutt Targoppula were in attendance from the neighborhood association.

Sincerely,

Ricca Keepers, MUP
Keepers Land Planning

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 TIGER MOUNTAIN PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF LC-2-A (LOCAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 10.314 acres $\pm$; being more particularly described in Exhibit "B"; located at 100 Mockingbird Hill, Leander, TX 78641; identified by Williamson Central Appraisal District tax identification number R031710; more particularly described in Instrument Number 2020042675; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Tiger Mountain (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A" and "B" which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the

Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 4th day of April, 2024.
FINALLY PASSED AND APPROVED on this the 18th day of April, 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, March 14, 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.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the March 7, 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 20-FP-028 regarding Talia Homes Final Plat on two parcels of land approximately 3.63 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031263 and R031264; generally located east of Hazelwood Street and Horizon Park Boulevard, Leander, Williamson County, Texas.
7. Approval of Subdivision Case PP-23-0041 regarding Hawkes Landing North Phase 3 Preliminary Plat on one (1) parcel of land approximately 37.97 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031685; generally located south of Gilmer Way and Aquila Drive, Leander, Williamson County, Texas.
8. Approval of Subdivision Case SFP-21-0006 regarding B-Twisted Acres Short Form Final Plat on one (1) parcel of land approximately 12.402 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R605507; generally located on the south side of CR 281, approximately 2,950 feet west of N. Bagdad Road, Leander, Williamson County, Texas.

9. Approval of the Subdivision and Site Development Application Forms pursuant to Article IX, Section 9 (a) (1) c. of the Composite Zoning Ordinance; Leander, Williamson & Travis Counties, Texas.
10. Approval of Minutes

Motion: To approve the consent items 6-10.

By: John Cosgrove

Seconded: James Oliver

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

No: None

Abstain: None

PUBLIC HEARING: ACTION

11. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0072 to amend the current zoning of LC-2-A (Local Commercial) to adopt the Tiger Mountain PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on one (1) parcel of land approximately 10.314 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031710; and more commonly known as 100 Mockingbird Hill, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0072 as described above.

No one spoke in favor or opposition of the request.

Motion: To approve the Zoning request Z-23-0072

By: Scott Calame

Seconded: Deirdre Moss

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

No: None

Abstain: None

12. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-24-0010 to amend the Comprehensive Plan land use category from Multi-Use Corridor (Priority) to Neighborhood Residential and consider action regarding Zoning Case Z-23-0082 to amend the current zoning of SFR-2-B (Single-Family Rural) and LC-2-B (Local Commercial) to adopt the Oakmont PUD (Planned Unit Development) with the base zoning districts of SFS-2-A (Single-Family Suburban), LC-2-A (Local Commercial) and GC-3-A (General Commercial) on six (6) parcels of land approximately 50.31 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R473796, R324593, R324592, R412990, R594957, and R594958; and to the east of the intersection of CR 274 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0010 as described above.
- Discuss and consider action regarding Zoning Case Z-23-0082 as described above.

Chair Lantrip recused herself from the dais at 6:18 p.m.

Submitted comment via the website in opposition to the Zoning request:

Amelia Willis, Padmavardhan Annem

Spoke in person in favor of Zoning request:

Gregory Brinkley, Amanda Verell, James Spitler, Florence Spitler, Lynda Myers, Diana Waggoner, Kathy Partain, Bess Komersmann, Danny Adams, Sheri Wood, Frank Brewer, Linda Blanchard

Spoke in person against the Zoning request:

John Lux, Michelle Bolner, Beth Bernardo, Kelley Wood, Cindy Palomino, Johnny Palomino

Motion: To approve the Comprehensive Amendment Plan CPA-24-0010.

By: John Cosgrove

Seconded: Ron May

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

No: None

Abstain: None

Motion: To approve the Zoning request Z-23-0082.

By: John Cosgrove

Seconded: Scott Calame

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

No: None

Abstain: None

Commission took a 5 minute recess at 7:21 p.m.

Commission reconvened at 7:26 p.m.

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0106 to amend the Hero Way & Main Street Medical Office PUD (Planned Unit Development) with the base zoning districts of LC-2-A (Local Commercial) and GC-2-A (General Commercial) on two (2) parcels of land approximately 8.0822 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R619566 and R619565; and legally described as Lots 1 & 2, Block A of the Hero Way Medical Addition Subdivision, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0106 as described above.

Taylor Howe spoke against the zoning request.

Linda Smith submitted comment via the website in opposition to the zoning request. Chair Lantrip read it into the record.

Motion: To deny the Zoning request Z-24-0106.

By: Donnie Mahan

Seconded: Deirdre Moss

Yes: None

No: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Laura Lantrip, Scott Calame

Abstain: None

14. Conduct a Public Hearing and consider action 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), GC-3-A (General Commercial), and GC-2-A (General Commercial) on eight (8) parcels of land approximately 234 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R506005, R485247, R485248, R031575, R392187, R392188, R031534, and R031533; and more commonly known as 14750 Ronald W. Reagan Blvd, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-23-0009 as described above.
- Discuss and consider action regarding Zoning Case Z-23-0102 as described above.

Submitted a request via the website in opposition to the Zoning request:
Lanny Wadle, Geetha Chandrasekaran, David Smith, Ayush Khare, Bill Layton

Spoke against Zoning request:
RIC (anonymous), Lanny Wadle, Joni Wadle, Linet McClure

Motion: To approve the Zoning request Z-23-0102
By: John Cosgrove
Seconded: Scott Calame

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Laura Lantrip, Scott Calame
No: None
Abstain: None

Motion: Comprehensive Plan Case CPA-23-0009 - No action take (refer to P & Z meeting 1/25/2024)

REGULAR AGENDA

15. 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 approve the Comprehensive Plan Implementation Schedule and Old Town Master Plan Implementation. Following a discussion, the Planning and Zoning Commission recommends considering installing a traffic signal at the intersection of Ronald W. Reagan Blvd. and Palmera Ridge Blvd. / Vista Heights Dr.
By: James Oliver
Seconded: Scott Calame

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, Laura Lantrip, Scott Calame
No: None
Abstain: None

16. Receive a presentation regarding updates to the Park Land Dedication, Park Improvement, and Park Land Fee-in-Lieu regulations and requirements
A presentation was received from Parks & Recreation Director Mark Tummons; discussion followed.
17. Adjournment at 8:48 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
4/4/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Comprehensive Plan Case CPA-24-0010 to amend the Comprehensive Plan land use category from Multi-Use Corridor (Priority) to Neighborhood Residential and Zoning Case Z-23-0082 to amend the current zoning of SFR-2-B (Single-Family Rural) and LC-2-B (Local Commercial) to adopt the Oakmont PUD (Planned Unit Development) with the base zoning districts of SFS-2-A (Single-Family Suburban), LC-2-A (Local Commercial) and GC-3-A (General Commercial) on six (6) parcels of land approximately 50.31 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R473796, R324593, R324592, R412990, R594957, and R594958; and to the east of the intersection of CR 274 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0010 as described above.
- Discuss and consider action regarding Zoning Case Z-23-0082 as described above.

BACKGROUND:

This request is the final step in the comprehensive plan amendment process and the second step in the zoning process.

HISTORY/TIMELINE:

01/05/2006 – Zoning Approved

05/06/2021 – Zoning Approved

01/25/2024 – Planning & Zoning Commission, 1st Public Hearing (denied)

02/15/2024 – City Council, Public Hearing & 1st Reading of the Ordinance, action postponed by the applicant

03/14/2024 – Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Civil & Environmental Consultants, Inc (Michael Theone) on behalf of Reagan Heights, LLC (Ravi Pulimi)

RECOMMENDATION:

Staff recommends approval of the requests. The Planning & Zoning Commission unanimously recommended denial during the January 25, 2024 meeting. After the meeting, the applicant requested to postpone the case to revise the PUD to address the concerns presented by the neighboring property owners. The case was rescheduled for the March 14, 2024 meeting and the Planning & Zoning Commission unanimously recommended approval on both the comprehensive plan amendment and zoning change.

PRESENTER:

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

Fiscal Impact

Attachments:

1. CPA-24-0010 & Z-23-0082 Att 1 Planning Analysis - Oakmont PUD
2. CPA-24-0010 & Z-23-0082 Att 2 Current FLU - Oakmont PUD
3. CPA-24-0010 & Z-23-0082 Att 3 Proposed FLU - Oakmont PUD
4. CPA-24-0010 & Z-23-0082 Att 4 Current Zoning - Oakmont PUD
5. CPA-24-0010 & Z-23-0082 Att 5 Proposed Zoning - Oakmont PUD
6. CPA-24-0010 & Z-23-0082 Att 6 Aerial Map - Oakmont PUD
7. CPA-24-0010 & Z-23-0082 Att 7 Public Notification - Oakmont PUD
8. CPA-24-0010 & Z-23-0082 Att 8 PUD Notes and Conceptual Site Layout - Oakmont PUD
9. CPA-24-0010 & Z-23-0082 Att 9 Letter of Intent - Oakmont PUD
10. CPA-24-0010 & Z-23-0082 Att 10 Neighborhood Outreach - Oakmont PUD
11. CPA-24-0010 Att 11 Ordinance - Oakmont FLU
12. Z-23-0082 Att 12 Ordinance - Oakmont PUD
13. CPA-24-0010 & Z-23-0082 Att 13 3-14-2024 P & Z Minutes



PLANNING ANALYSIS

COMPREHENSIVE PLAN CASE CPA-24-0010 ZONING CASE Z-23-0082 OAKMONT PUD

GENERAL INFORMATION

Owner/Agent:	Civil & Environmental Consultants, Inc (Michael Theone) on behalf of Reagan Heights, LLC (Ravi Pulimi).
Current Zoning:	SFR-2-B (Single-Family Rural) and LC-2-B (Local Commercial)
Proposed Zoning:	Oakmont PUD (Planned Unit Development) with the base zoning districts of: SFS-2-A (Single-Family Suburban) LC-2-A (Local Commercial) GC-3-A (General Commercial)
Current Future Land Use Category:	Multi- Use Corridor (Priority)
Proposed Future Land Use Category:	Neighborhood Residential
Size and Location:	The property is located east of the intersection of CR 274 and Ronald W. Reagan Boulevard, including approximately 50.31 acres.
Staff Contact:	Karina L. Castillo, AICP Planning Manager

APPLICANT REQUEST

The applicant has submitted a request to change the designated Future Land Use category along Ronald W. Reagan Boulevard and to change the zoning district of their property in order to develop commercial and residential uses with standards that limits the single-family density, prohibits intense and undesired uses, establishes that private streets will be in place, provides phasing of the development, and prohibits access from High Lonesome Trail.

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 5*
- ☒ ☐ Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

This site is located within the Neighborhood Center that is shown on the Future Land Use Map at the intersection of CR 274 and Ronald W. Reagan Boulevard, where the extension of San Gabriel Parkway will intersect with Ronald W. Reagan Boulevard.

High Lonesome Trail is currently built but there are not any records of the plans. The road is currently located within the Ronald W. Reagan Boulevard right-of-way.

The eastern portion of the site is located in rough topography with an estimated difference of 170 feet in elevation.

During the January 25, 2024 meeting, the Planning & Zoning Commission unanimously recommended denial following opposition from the neighboring residents. The applicant was not present at the time to respond to the Commission's questions. The applicant requested to postpone the case to revise the request in response to the neighborhood concerns regarding access. This proposal now includes the Comprehensive Plan Amendment and has updated PUD Notes which prohibits access to the site from High Lonesome Trail.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	Interim SFR-1-B	Vacant
EAST	Interim SFR-1-B / ETJ	Garey Park, Vacant
SOUTH	SFR-2-B	Reagan's Overlook Subdivision (Single-Family)
WEST	PUD-MU, PUD-SF, LC-2-A	Palmera Ridge Subdivision (Single-Family), Vacant

SURROUNDING AREA:

This property is located east of Ronald W. Reagan Boulevard and south of CR 274. Reagan's Overlook Subdivision is located to the south of the site and Palmera Ridge subdivision is located to the west of Ronald W. Reagan Boulevard.

PHYSICAL AND NATURAL FEATURES:

This property contains topographic changes throughout. The San Gabriel River is located north of the site and runs along the eastern boundary line. There are a large number of trees throughout the site that will be reviewed for mitigation at the time of development.

PROPERTY HISTORY:

This property was annexed into the City of Leander on March 23, 2005, April 20, 2016, and May 5, 2021.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 05-Z-0177 requested a zone change from Interim SFS-2-B (Single-Family Suburban) to SFR-2-B (Single-Family Rural) and was approved on January 5, 2006.
- 21-Z-005 requested a zone change from SFR-2-B (Single-Family Rural) and Interim SFR-1-B (Single-Family Rural) to SFR-2-B (Single-Family Rural) and LC-2-B (Local Commercial) and was approved on May 6, 2021.

MAJOR CORRIDORS:

This property has access onto Ronald W. Reagan Boulevard.

TRANSPORTATION PLAN REQUIREMENTS:

This property includes private streets throughout the development that shall comply with the Transportation Master Plan. The project proposes to prohibit access from High Lonesome Trail and intends to provide access from Ronald W. Reagan Boulevard. The proposed accesses have not been formally reviewed and are not approved at this time.

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
Ronald W. Reagan Blvd.	Access Controlled	Commercial	400' ROW 4 lane - divided 10' sidewalk

EXISTING UTILITIES:

This property has access to water along Roanld W. Reagan Boulevard as shown in Figure 1. Wastewater is located approximately 1,200 feet south of the property as shown in Figure 2.

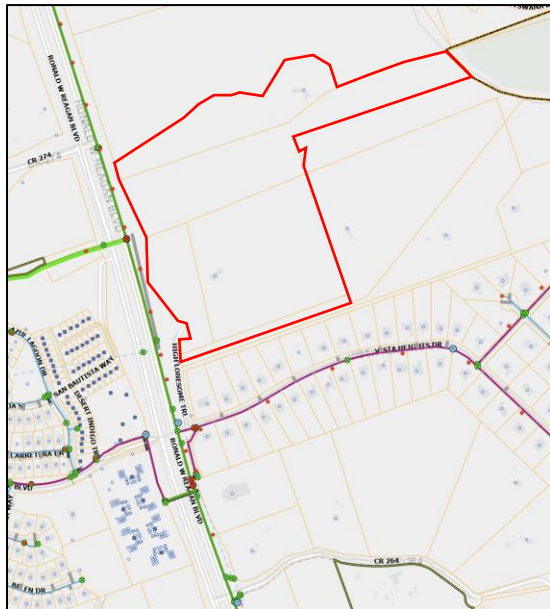


Figure 1 - Water System

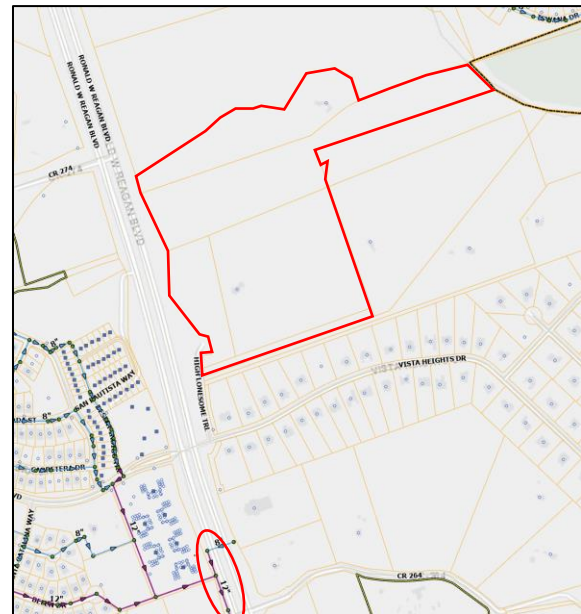


Figure 2 - Wastewater System

CURRENT LAND USES:

This property is currently being used as a single-family house.

PROPOSED ZONING DISTRICT:

USE COMPONENT

SFS – SINGLE FAMILY SUBURBAN:

Features: 9,000 sq. ft. lot min.; 1,500 sq. ft. living area min.

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

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.

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.

TYPE 3:

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

Intent:

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

ARCHITECTURAL COMPONENT**TYPE A:**

Features: 5 or more architectural features.

Intent:

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

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

- Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.
- Strategy 2.2: Facilitate quality commercial development through targeted marketing and a commitment by the City to help businesses grow and expand.
 - Action 2.2.2: Prioritize commercial growth through the use of zoning, the Future Land Use Map, and prioritized investments and incentives.
 - Action 2.2.3: Consider the impacts of economic development in all aspects of City decision-making and operations.
- Strategy 10.2: Support housing that has well-defined design character, compatibility with adjacent uses, and balanced density.

Applicable Future Land Use categories**NEIGHBORHOOD RESIDENTIAL**

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

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

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

NEIGHBORHOOD CENTER

- The Neighborhood Center future land use category is intended for areas that will be developed mostly as nonresidential uses that are of an appropriate use, scale, and design that is compatible with abutting or adjacent residential uses. Site design should be neighborhood-focused, prioritizing walkability, screening, light shielding, street landscaping, compatible height, etc.

Typical uses include personal services, day care centers, small offices, fitness centers, restaurants, and retail plazas. Upper-story residential is recommended to create density to support retail, yet height limited for compatibility and scale. At the intersection of arterials and highways, more substantial retail centers and regional uses are appropriate. These locations may include hotels, vertical mixed-use, grocery stores.

Neighborhood Centers are daily activity nodes that see high traffic and turning movements, elevating access as a critical site consideration. Street relationship to the site should be safe, pedestrian-friendly, and supportive of the use type with adequate driveways.

Desired Mix: 70-100% Non-Residential, 0-30% Residential

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.

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 February 6, 2023. The following changes were made to the project since the development meeting was held:

- Removal of townhomes and triplexes

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

NOTIFICATION

01/04/2024 - Public Notice on Hill Country News
 01/10/2024 - Mail Notification to Property Owners within 200'
 01/10/2024 - Public Hearing Signage Posted on Property
 01/25/2024 - Planning and Zoning Commission Public Hearing
 02/15/2024 - City Council Public Hearing & First Reading of the Ordinance
 02/22/2024 - Public Notice on Hill Country News
 02/28/2024 - Mail Notification to Property Owners within 200'
 02/28/2024 - Public Hearing Signage Posted on Property
 03/14/2024 - Planning and Zoning Commission Public Hearing
 04/04/2024 - City Council Public Hearing & First Reading of the Ordinance
 04/18/2024 - 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 meeting was held at 6:30 pm on August 8, 2023 at 17920 Ronald Reagan Boulevard. A total of 39 residents/property owners attended the neighborhood meeting. Below is a list of comments/concerns that were discussed during the meeting:

- Density of residential portion
- Shared access between the Reagan's Overlook subdivision and the proposed development.

The following changes were made to address issues discussed.

- Added the Local Commercial zoning district
- Extended the list of prohibited uses
- Removed the reduced setbacks

A second neighborhood meeting was held at 3:00 pm on February 10, 2024. No major concerns were listed by the applicant.

Please see the full report from the applicant attached.

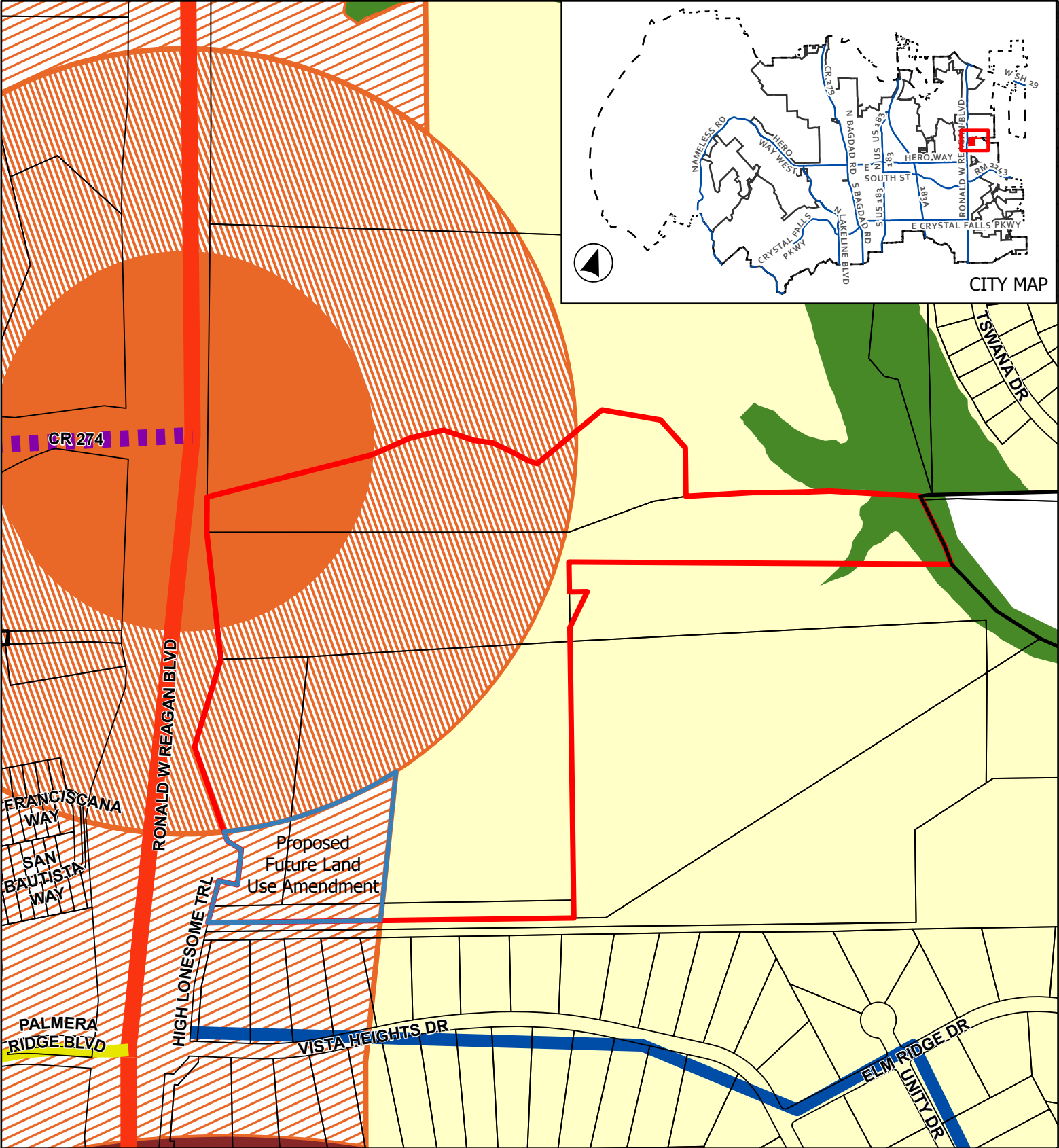
APPROVAL CRITERIA:

This proposal includes a total of 9.58 acres of General Commercial, 19.23 acres of Local Commercial, and 80 Single-Family Suburban lots at a density of 3.72 dwelling units per acre. The site has frontage along the Ronald W. Reagan Boulevard right-of-way. All of the proposed access points will be reviewed and approved at the time of development. This request conforms with Ordinance 22-031-00 Water Resolution, which prioritizes low density uses components SFR, SFE, and SFS.

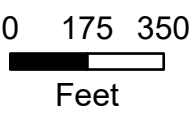
The proposed base district of General Commercial is compatible with the Future Land Use category of Neighborhood Center, located at the intersection of Ronald W. Reagan Boulevard and the future extension of San Gabriel Parkway. The eastern portion of the proposed Local Commercial is located just outside of the Neighborhood Center within the Neighborhood Residential category. The portion of the proposed residential along the Ronald W. Reagan Boulevard right-of-way is located within a Priority Multi-Use Corridor, which is intended to focus on commercial uses, not residential, and facilitate more activated non-residential development. The proposal includes residential uses along Ronald W. Reagan Boulevard that would act as a buffer between the existing residential development to the south and the proposed commercial development.

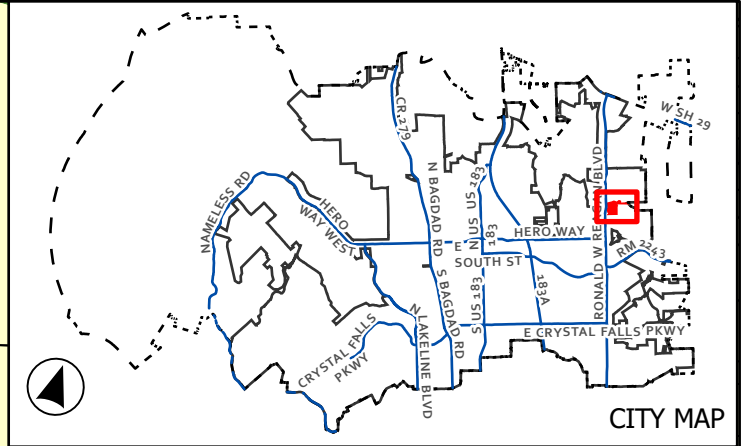
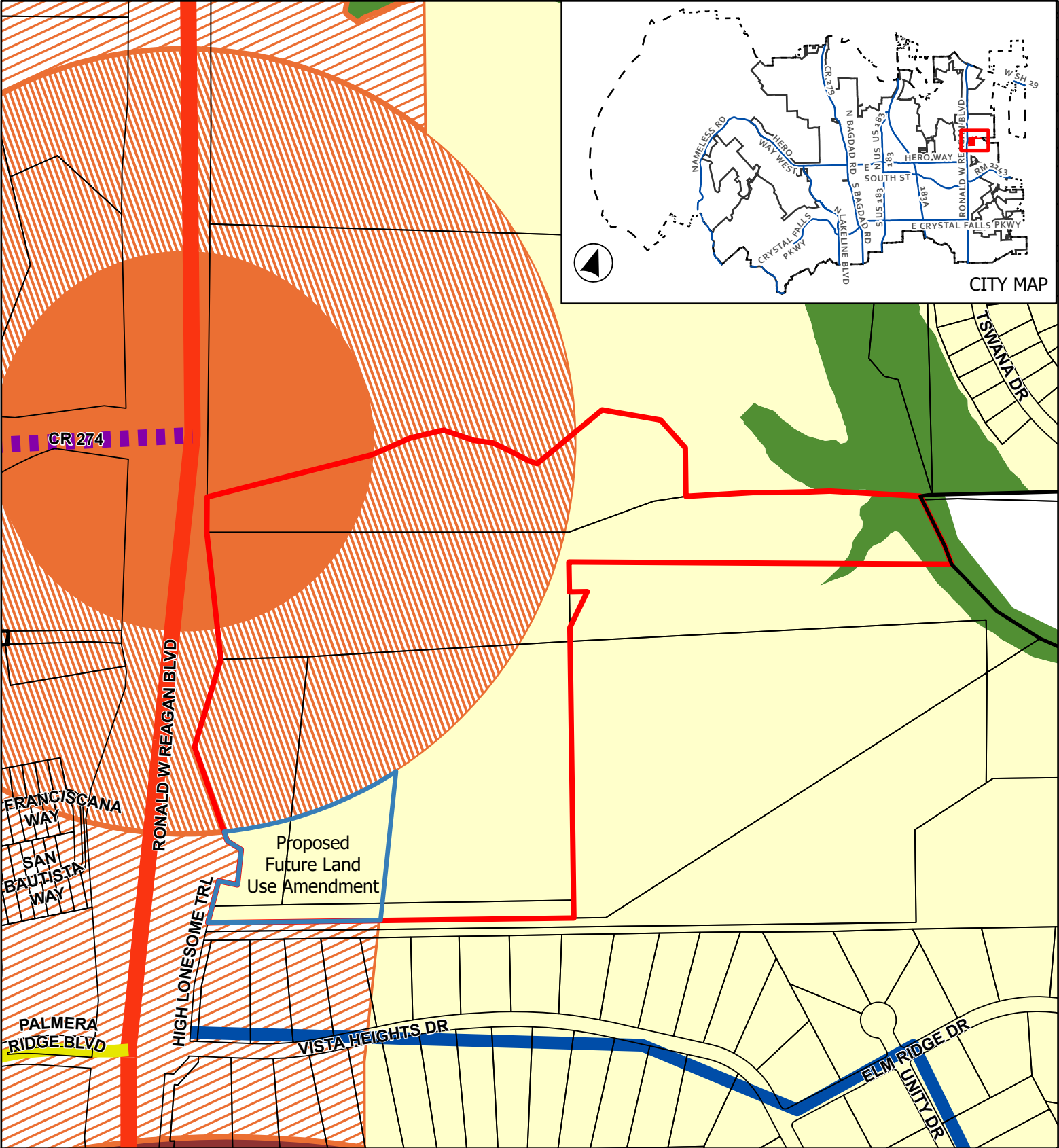
This Planned Unit Development includes higher standards such as prohibited uses, limited residential density, private streets, and phasing of development.

Following the meeting of January 25, 2024, the applicant submitted a Comprehensive Plan Amendment and updated the PUD Notes to prohibit access from High Lonesome Trail. Staff recommends approval of the request.



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





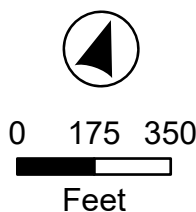
CASE: CPA-24-0010
& Z-23-0082

ATTACHMENT 3

OAKMONT PUD

Proposed Future Land Use Map

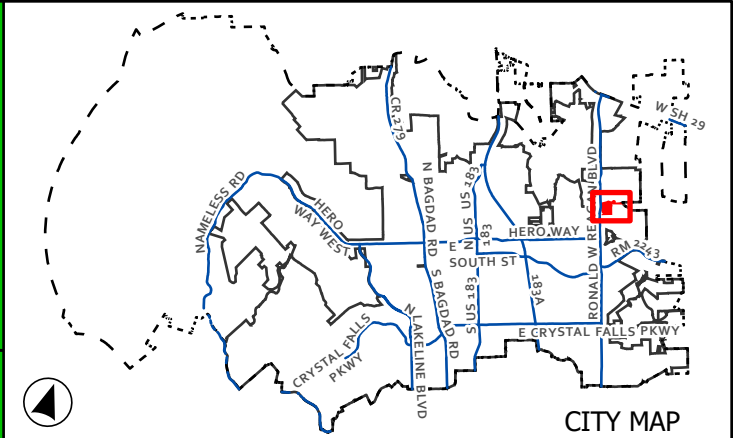
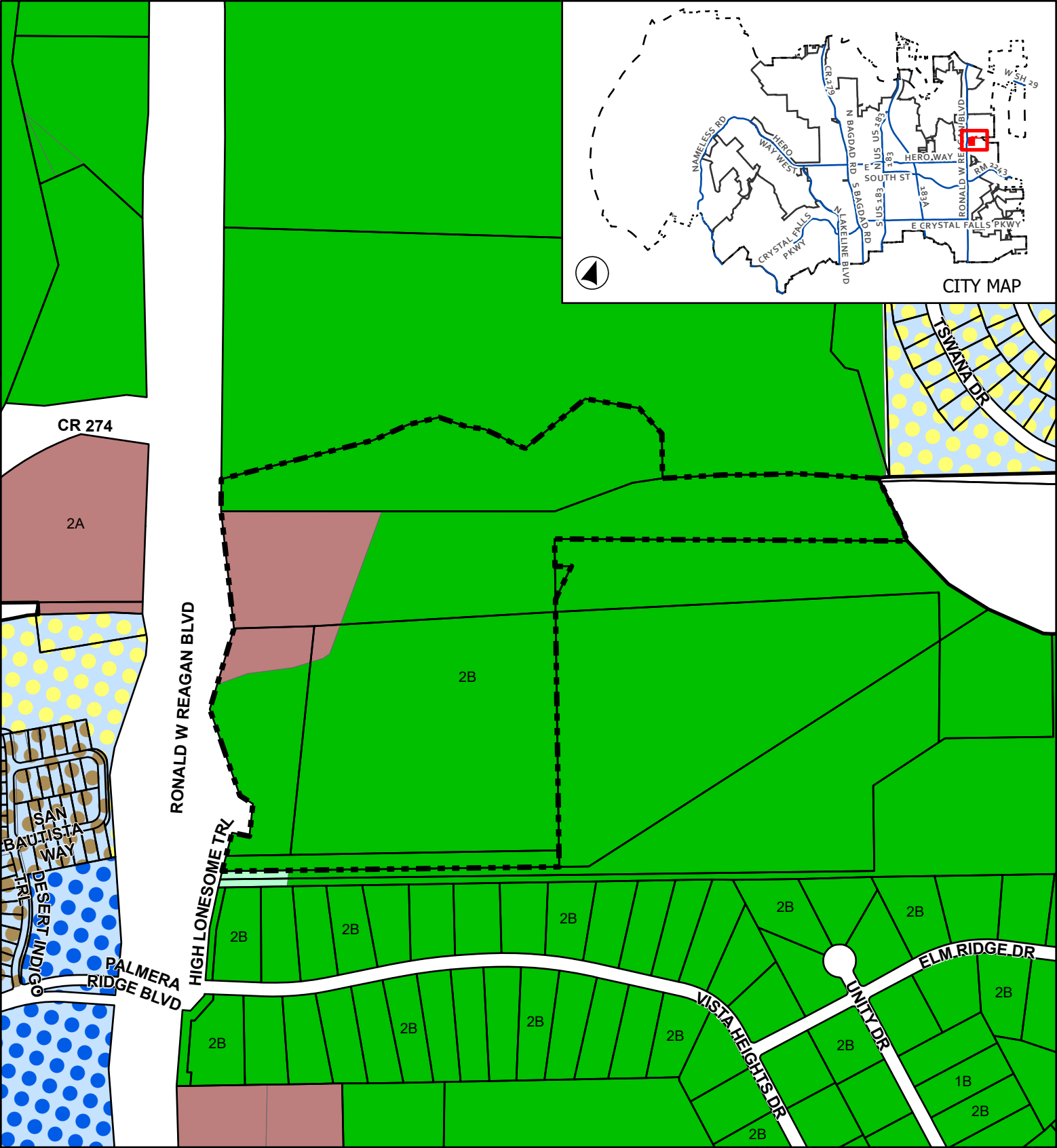
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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



- Leander City Limits
- ETJ Boundary
- Subject Boundary
- CPA Amendment
- Future Land Use
- Activity Center

- Greenway
- Multi-Use Corridor - Priority Corridor
- Neighborhood Center - Priority Corridor
- Neighborhood Center - Solid
- Neighborhood Residential

- Thoroughfare Plan
- Access Controlled, Existing
- Collector, Existing
- Rural, Existing
- Arterial 4 Lane, Proposed

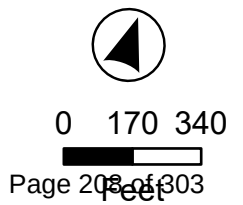


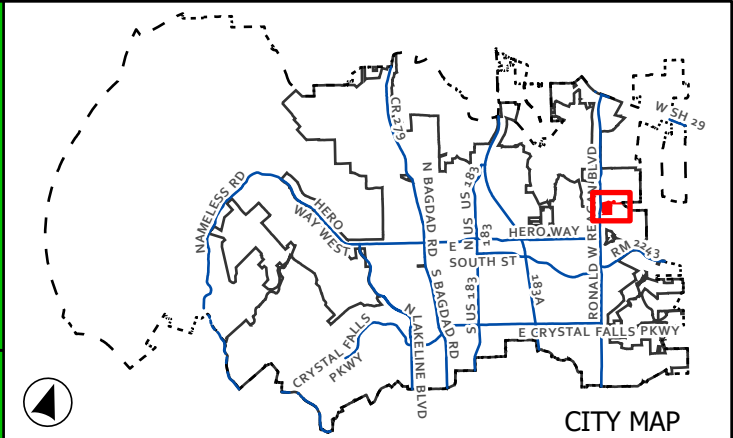
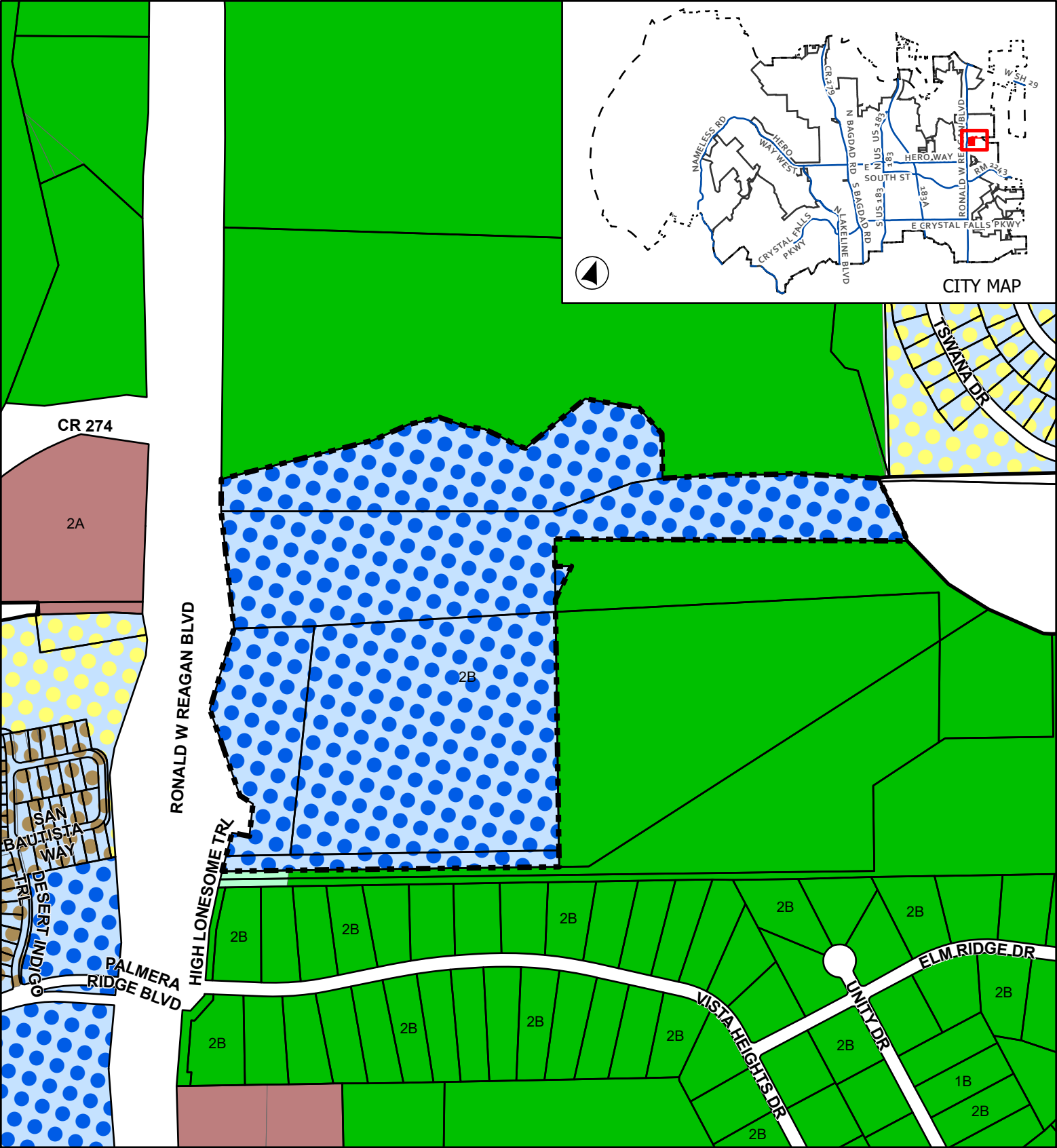
CASE: CPA-24-0010 ATTACHMENT 4 OAKMONT PUD
 & Z-23-0082

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 | SFC - Single-Family Compact |
| Extra-Territorial Jurisdiction | LC - Local Commercial |
| Subject Boundary | PUD - Single-Family |
| SFR - Single-Family Rural | PUD - Multi-Family |
| SFS - Single-Family Suburban | PUD - Mixed Use |



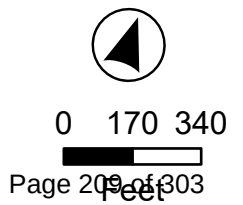


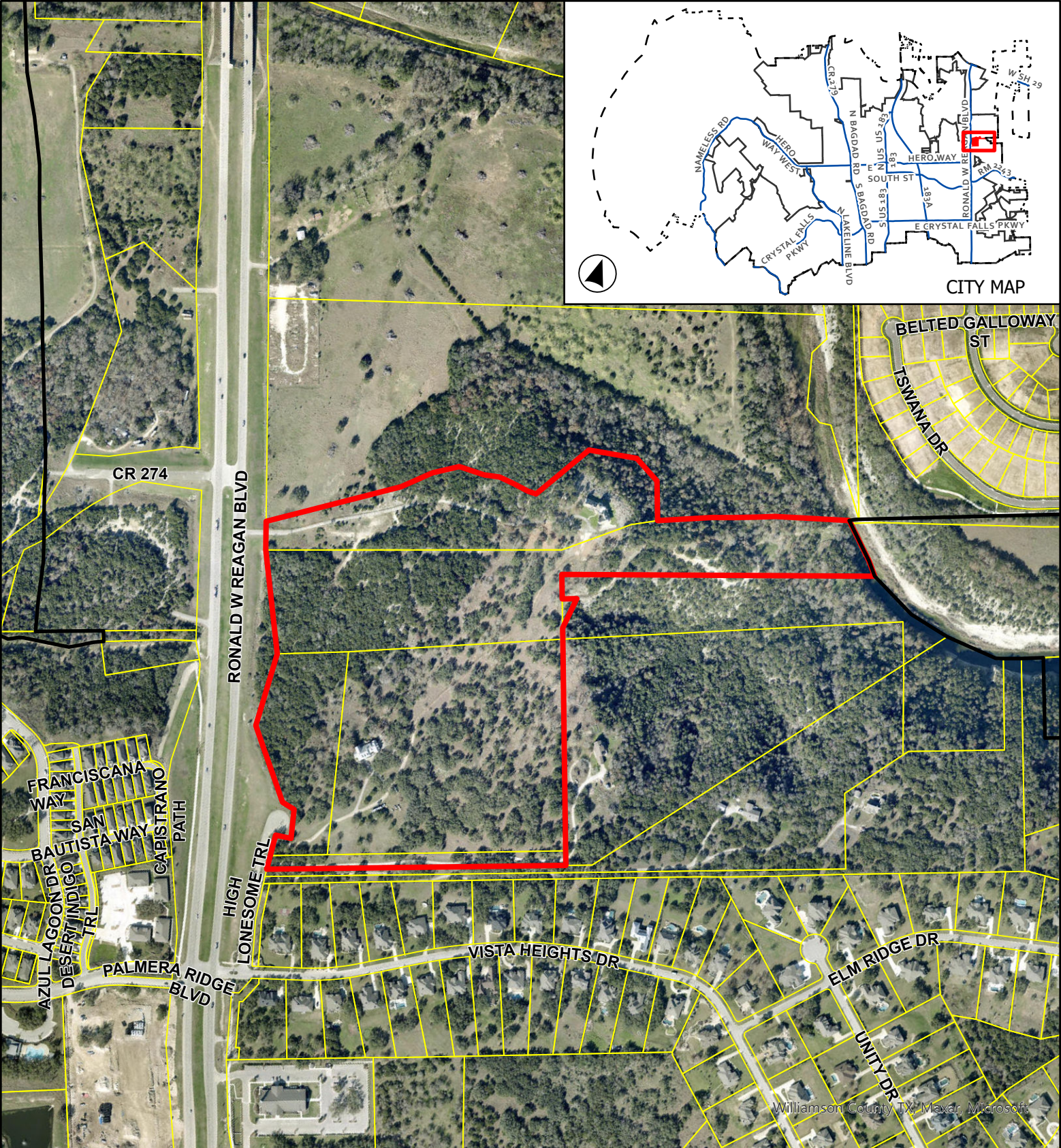
CASE: CPA-24-0010 ATTACHMENT 5 OAKMONT PUD
 & Z-23-0082

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 | SFC - Single-Family Compact |
| Extra-Territorial Jurisdiction | LC - Local Commercial |
| Subject Boundary | PUD - Single-Family |
| SFR - Single-Family Rural | PUD - Multi-Family |
| SFS - Single-Family Suburban | PUD - Mixed Use |





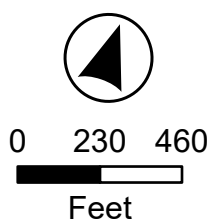
CASE: CPA-24-0010
& Z-23-0082

ATTACHMENT 6

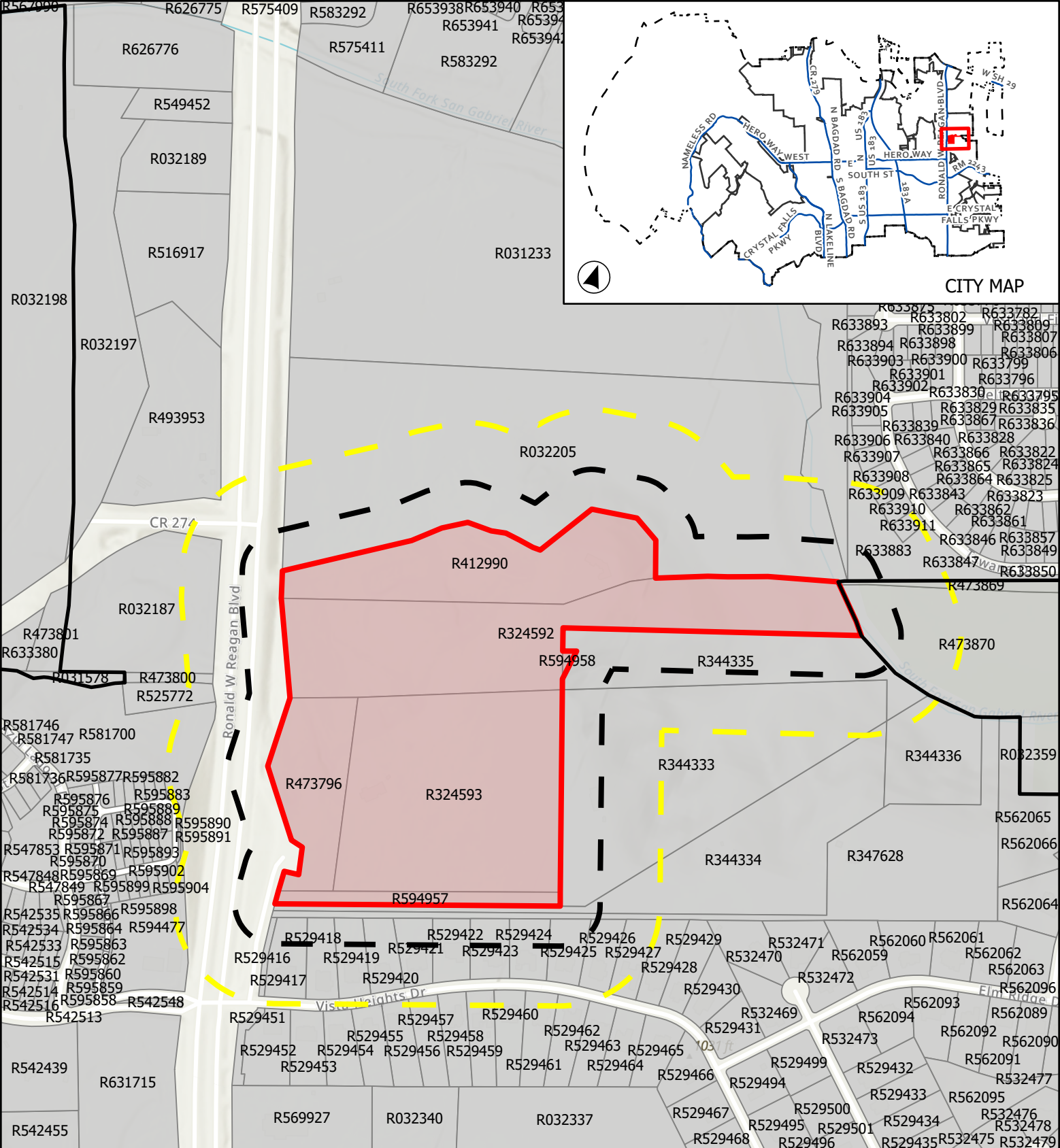
OAKMONT PUD

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



CASE: CPA-24-0010 **ATTACHMENT 7** **OAKMONT PUD**
& Z-23-0082

Public Notification

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

0 265 530

Feet

- City Limits
- ETJ Boundary
- Subject Boundary

Notification Buffer

- 200'
- 300'

Page 211 of 303

EXHIBIT A

Oakmont Planned Unit Development

A. Purpose and Intent

1. The Oakmont PUD is comprised of approximately 50.31 acres, as shown in **Exhibit B**. The development of this property includes commercial and residential 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)
GC-3-A (General Commercial)
SFS-2-A (Single-Family Suburban)

C. Conceptual Site Layout & Land Use Plan

1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, **Exhibit C**, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concept, as well as a guide for general geometry and layout. It is not intended to serve as a final document.

D. Allowable / Prohibited Uses

1. The allowable uses include all uses authorized pursuant to LC, GC, and SFS use components as identified in **Exhibit C**, except the following as prohibited uses:
 - a) Animal hospital, veterinarian, animal boarding including a crematory associated with such use on site, or a crematory associated with a cemetery. Any commercial enterprise which includes an outdoor animal yard or any other commercial un-soundproofed animal area containing five or more animals
 - b) Equipment and furniture or other similar good sales, repair and service.
 - c) Farms or truck gardens, limited to the propagation and cultivation of plants.
 - d) Funeral home, including embalming and crematory facilities associated with an on site funeral home or cemetery
 - e) Manufactured housing sales and accessory building sales.
 - f) Office/warehouse including painting, plumbing or other similar commercial service
 - g) Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals.
 - h) New vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop.
 - i) Gas stations
 - j) Car Washes
2. The total number of single-family units shall be limited to 80 single-family units.

E. Development Standards

1. This project shall utilize private streets. Private streets will meet the City of Leander Private Street standards and roadway sections.
2. The Local Commercial, Office/Condo, and/or the General Commercial, Office/Retail portion of the development (Parcel 2 or 3 – Exhibit C) shall be developed prior to or concurrently with the Single-Family Suburban portion of the development (Parcel 1 – Exhibit C).
- ~~2.~~3. Site access to High Lonesome Trail is prohibited.

Exhibit B

PARCEL 1 LEGAL DESCRIPTION

BEING A 21.494 ACRE TRACT OF LAND SITUATED IN THE J.C. THAXTON SURVEY, ABSTRACT NO. 756 AND THE ABNER SMITH SURVEY, ABSTRACT NO. 556, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 41.99 ACRE TRACT OF LAND REFERRED TO BY DEED AS EXHIBIT A, AND ALSO BEING ALL OF A CALLED 1.687 ACRE TRACT OF LAND REFERRED TO BY DEED AS EXHIBIT B, PART 1, AS CONVEYED TO REAGAN HEIGHTS LLC PER DEED RECORDED AS DOCUMENT NO. 2021193330 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 21.494 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found at the westerly common corner of said Reagan Heights LLC tract and of a called 15.79 acre tract conveyed to Kevin A. Kettler and Julie A. Kettler per deed recorded as Document No. 2003122063, O.P.R.W.C.T., and being on the easterly right-of-way line of High Lonesome Trail (right-of-way width varies) for the southwesterly corner hereof;

THENCE, along the common line of the easterly right-of-way line of High Lonesome Trail and of said 1.687 acre tract and then of said 41.99 acre tract, the following five (5) courses and distances:

1. N07°54'17"W, passing at a distance of 61.68 feet a found 1/2-inch iron rod with "DIAMOND SURVEYING" cap for the westerly common corner of said 1.687 acre tract and of said 41.99 acre tract, for a total distance of 148.70 feet to a found 1/2-inch iron rod;
2. N81°29'42"E, a distance of 65.03 feet to a found Mag nail;
3. N16°45'33"W, a distance of 118.89 feet to a found 1/2-inch iron rod with "DIAMOND SURVEYING" cap;
4. N78°13'24"W, a distance of 56.55 feet to a found 1/2-inch iron rod;
5. N41°11'12"W, a distance of 48.09 feet to a calculated point at the beginning of a non-tangent 293.02 foot radius curve to the right;

THENCE, over and across said 41.99 acre tract, the following seven (7) courses and distances:

1. Along the arc of said 293.02 foot radius curve a distance of 423.14 feet through a central angle of 82°44'22", and having a chord bearing N27°31'52"E and distance of 387.32 feet to a calculated point;
2. N69°04'35"E, a distance of 318.06 feet to a calculated point;

3. N20°47'45"W, a distance of 290.02 feet to a calculated point at the beginning of a non-tangent 187.05 foot radius curve to the right;
4. Along the arc of said 187.05 foot radius curve a distance of 276.76 feet through a central angle of 84°46'32", and having a chord bearing N26°23'34"E and distance of 252.20 feet to a calculated point;
5. N69°04'35"E, a distance of 235.03 feet to a calculated point;
6. N17°33'42"E, a distance of 49.82 feet to a calculated point;
7. N69°05'05"E, a distance of 130.00 feet to a calculated point on the westerly line of a called 0.083 acre tract referred to by deed as Exhibit B, Part 2, as conveyed to Reagan Heights LLC per deed recorded as Document No. 2021193330, O.P.R.W.C.T.;

THENCE, along the common line of said 41.99 acre tract and of said called 0.083 acre tract, S20°54'56"E, a distance of 105.11 feet to a 1/2-inch iron rod with "CEC BOUNDARY" cap set at the westerly common corner of said 0.083 acre tract and a called 23.724 acre tract conveyed to TEXAS HILL COUNTRY TREE FOUNDATION per deed recorded as Document No. 2023031049, O.P.R.W.C.T.;

THENCE, along the common line of said 41.99 acre tract and said called 23.724 acre tract, S20°54'56"E, passing at a distance of 480.05 feet a found 1/2-inch iron rod, then passing at an additional distance of 436.98 feet a found Mag nail with "EXACTA 10173900" washer at the easterly common corner of said 41.99 acre tract and of said 1.687 acre tract, for a total distance of 976.87 feet to a 1/2-inch iron rod found at the southerly common corner of said 1.687 acre tract and of said 23.724 acre tract, and being on the northerly line of said 15.79 acre tract;

THENCE, along the common line of said 1.687 acre tract and of said 23.724 acre tract, S69°04'35"W, a distance of 1,231.26 feet to the **POINT OF BEGINNING**, and containing 21.494 acres (936,286 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, NSRS 2011(2012A), CENTRAL ZONE, REFERENCING THE LEICA SMARTNET REFERENCE NETWORK.

Witness my hand and seal this 9th day of July, 2023.


Sydney Smith Xinos, R.P.L.S. 5361
Civil & Environmental Consultants, Inc.
1221 S. MoPac Expressway, Suite 350
Austin, TX 78746

Texas Registered Surveying Firm No. 10194419





PROMENADE ON SAN GABRIEL LLC
CALLED 92.694 ACRES
DOC. NO. 2021120051
O.P.R.W.C.T.



REAGAN HEIGHTS, LLC
CALLED 6.553 ACRES
DOC. NO. 2022140978
O.P.R.W.C.T.

BARTHOLEMEW MANLOVE SURVEY, ABSTRACT NO. 420

J.C. THAXTON SURVEY, ABSTRACT NO. 756

J.C. THAXTON SURVEY, ABSTRACT NO. 756

REAGAN HEIGHTS LLC
CALLED 41.99 ACRES
CALLED EXHIBIT A BY DEED
DOC. NO. 2021193330
O.P.R.W.C.T.

ABNER SMITH SURVEY,
ABSTRACT NO. 556

REAGAN HEIGHTS LLC
CALLED 0.083 ACRES
CALLED EXHIBIT B,
PART 2 BY DEED
DOC. NO. 2021193330
O.P.R.W.C.T.

TEXAS HILL COUNTRY
TREE FOUNDATION
CALLED 23.724 ACRES
DOC. NO. 2023031049
O.P.R.W.C.T.

PARCEL 1
21.494 ACRES
(936,286 SQUARE FEET)

WITH "DIAMOND
SURVEYING" CAP

NO WASHER

87.01'
WITH
"DIAMOND
SURVEYING"
CAP

61.68'

P.O.B.

REAGAN HEIGHTS LLC
CALLED 1.687 ACRES
CALLED EXHIBIT B, PART 1
BY DEED
DOC. NO. 2021193330
O.P.R.W.C.T.

KEVIN A. KETTLER AND
JULIE A. KETTLER
CALLED 15.79 ACRES
DOC. NO. 2003122063
O.P.R.W.C.T.



THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS
COORDINATE SYSTEM, NSRS 2011(2012A), CENTRAL ZONE,
UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING
REFERENCE NETWORK.



Civil & Environmental Consultants, Inc.

1221 South MoPac Expressway · Suite 350 · Austin, TX 78746

Ph: 512.439.0400 · Fax: 512.329.0096

Texas Registered
Surveying Firm 10194419

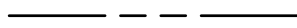
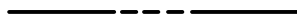
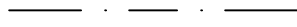
www.cecinc.com

Texas Registered
Engineering Firm F-38

REAGAN HEIGHTS, LLC
17920 RONALD REAGAN BLVD.
LEANDER, TEXAS
WILLIAMSON COUNTY
BOUNDARY EXHIBIT

DRAWN BY:	AJH	CHECKED BY:	ESH	APPROVED BY:	SSX	SHEET NO.:
DATE:	JULY 9, 2023	DWG SCALE:	1"=250'	PROJECT NO:	327-421	1 OF 2

LEGEND:

	SUBJECT BOUNDARY LINE
	ADJACENT PROPERTY LINE
	RIGHT-OF-WAY LINE
	APPROXIMATE LOCATION OF SURVEY LINE
	1/2-INCH IRON ROD FOUND (UNLESS OTHERWISE NOTED)
	1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP
	MAG NAIL FOUND WITH "EXACTA 10173900" WASHER
	CALCULATED POINT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING

CURVE TABLE

CURVE	RADIUS	ARC DISTANCE	DELTA ANGLE	CHORD BEARING	CHORD DISTANCE
C1	293.02'	423.14'	82°44'22"	N27°31'52"E	387.32'
C2	187.05'	276.76'	84°46'32"	N26°23'34"E	252.20'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N07°54'17"W	148.70'
L2	N81°29'42"E	65.03'
L3	N16°45'33"W	118.89'
L4	N78°13'24"W	56.55'
L5	N41°11'12"W	48.09'
L6	N69°04'35"E	318.06'
L7	N20°47'45"W	290.02'
L8	N69°04'35"E	235.03'
L9	N17°33'42"E	49.82'
L10	N69°05'05"E	130.00'

**Civil & Environmental Consultants, Inc.**

1221 South MoPac Expressway · Suite 350 · Austin, TX 78746

Ph: 512.439.0400 · Fax: 512.329.0096

Texas Registered
Surveying Firm 10194419

www.cecinc.com

Texas Registered
Engineering Firm F-38

REAGAN HEIGHTS, LLC
17920 RONALD REAGAN BLVD.
LEANDER, TEXAS
WILLIAMSON COUNTY
BOUNDARY EXHIBIT

DRAWN BY:	AJH	CHECKED BY:	ESH	APPROVED BY:	SSX	SHEET NO.:
DATE:	JULY 8, 2023	DWG SCALE:	1"=250'	PROJECT NO:	327-421	2 OF 2

PARCEL 2
LEGAL DESCRIPTION

BEING A 19.236 ACRE TRACT OF LAND SITUATED IN THE BARTHOLEMEW MANLOVE SURVEY, ABSTRACT NO. 420, THE J.C. THAXTON SURVEY, ABSTRACT NO. 756 AND THE ABNER SMITH SURVEY, ABSTRACT NO. 556, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 41.99 ACRE TRACT OF LAND REFERRED TO BY DEED AS TRACT 1 AND BEING ALL OF A CALLED 0.083 ACRE TRACT OF LAND REFERRED TO BY DEED AS A PORTION OF TRACT 2, BOTH AS CONVEYED TO REAGAN HEIGHTS LLC PER DEED RECORDED AS DOCUMENT NO. 2021193330 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND ALSO BEING A PORTION OF A CALLED 6.553 ACRE TRACT CONVEYED TO REAGAN HEIGHTS, LLC PER DEED RECORDED AS DOCUMENT NO. 2022140978, O.P.R.W.C.T.; SAID 19.236 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found at the transition point of the easterly right-of-way line of High Lonesome Trail (right-of-way width varies) and of the easterly right-of-way line of Ronald Reagan Boulevard (right-of-way width varies), and being a point on the westerly line of said 41.99 acre tract, for the **POINT OF BEGINNING** hereof;

THENCE, along the common line of the easterly right-of-way line of Ronald Reagan Boulevard and of said 41.99 acre tract, N14°35'28"W, a distance of 33.11 feet to a calculated point;

THENCE, over and across said 41.99 acre tract and then of said 6.553 acre tract, the following eight (8) courses and distances:

1. N50°49'59"E, a distance of 460.75 feet to a calculated point;
2. N30°49'59"E, a distance of 124.27 feet to a calculated point;
3. N09°38'37"W, a distance of 304.14 feet to a calculated point;
4. N80°21'23"E, a distance of 111.47 feet to a calculated point;
5. N09°38'37"W, a distance of 175.02 feet to a calculated point;
6. N34°26'16"W, a distance of 92.59 feet to a calculated point;
7. N80°15'53"W, a distance of 142.79 feet to a calculated point;
8. N38°19'55"W, a distance of 29.56 feet to a calculated point on the common line of said 6.553 acre tract and of a called 92.694 acre tract conveyed to Promenade on San Gabriel LLC per deed recorded as Document No. 2021120051, O.P.R.W.C.T.;

THENCE, along the common line of said 6.553 acre tract and said 92.694 acre tract, the following twenty (20) courses and distances:

1. N51°40'05"E, a distance of 93.98 feet to a found 1/2-inch iron rod;
2. N60°51'16"E, a distance of 111.99 feet to a found 1/2-inch iron rod;
3. N87°35'15"E, a distance of 106.64 feet to a found 1/2-inch iron rod;
4. N78°14'33"E, a distance of 63.45 feet to a found 1/2-inch iron rod;
5. S86°44'10"E, a distance of 63.37 feet to a found 1/2-inch iron rod;
6. S84°35'28"E, a distance of 65.72 feet to a found 1/2-inch iron rod;
7. N88°06'51"E, a distance of 33.49 feet to a found 1/2-inch iron rod;
8. N33°42'24"E, a distance of 272.77 feet to a found 1/2-inch iron rod;;
9. N77°35'39"E, a distance of 198.11 feet to a found 1/2-inch iron rod;;
10. S63°10'54"E, a distance of 119.82 feet to a found 1/2-inch iron rod;
11. S19°34'26"E, a distance of 157.92 feet to a found 1/2-inch iron rod;
12. N64°42'12"E, a distance of 234.53 feet to a found 1/2-inch iron rod;
13. N66°37'24"E, a distance of 160.69 feet to a found 1/2-inch iron rod;
14. N63°30'31"E, a distance of 108.40 feet to a found 1/2-inch iron rod;
15. N64°17'44"E, a distance of 48.57 feet to a set 1/2-inch iron rod with "CEC BOUNDARY" cap;
16. N59°40'04"E, a distance of 26.07 feet to a set 1/2-inch iron rod with "CEC BOUNDARY" cap;
17. N55°54'50"E, a distance of 44.76 feet to a found 1/2-inch iron rod;
18. N64°32'27"E, a distance of 22.27 feet to a found 1/2-inch iron rod;
19. N72°24'52"E, a distance of 37.15 feet to a found 1/2-inch iron rod;

20. N64°35'21"E, a distance of 94.07 feet to a calculated point on the centerline of the South San Gabriel River (non-navigable in fact by means of being a perineal stream defined by the Texas General Land Office), being the westerly line of a called 206.57 acre tract conveyed to the City of Georgetown, Texas per deed recorded as Document No. 2016088265, O.P.R.W.C.T.;

THENCE, along the common line of the meanders of the centerline of the South San Gabriel River, and of said 41.99 acre tract and of said 206.57 acre tract, the following three (3) courses and distances:

1. S42°58'03"E, a distance of 126.25 feet to a calculated point;
2. S52°07'18"E, a distance of 159.91 feet to a calculated point;
3. S65°10'18"E, a distance of 37.26 feet to a calculated point at the easterly common corner of said 41.99 acre tract and of a called 25.50 acre tract conveyed to TEXAS HILL COUNTRY TREE FOUNDATION per deed recorded as Document No. 2023031049, O.P.R.W.C.T.;

THENCE, along the common line of said 41.99 acre tract and of said 25.50 acre tract, S69°05'02"W, a distance of 1,268.03 feet to a 1/2-inch iron rod with "CEC BOUNDARY" cap set on the northerly common corner of said 25.50 acre tract and of said 0.083 acre tract;

THENCE, along the common line of said 0.083 acre tract and of said 25.50 acre tract, S05°38'59"W, a distance of 134.16 feet to a 1/2-inch iron rod with "CEC BOUNDARY" cap set at the southerly common corner of said 41.99 acre tract and of said 0.083 acre tract;

THENCE, along the westerly common line of said 0.083 acre tract and of said 41.99 acre tract, N20°54'55"W, a distance of 105.11 feet to a calculated point;

THENCE, over and across said 41.99 acre tract, the following seven (7) courses and distances:

1. S69°05'05"W, a distance of 130.00 feet to a calculated point;
2. S17°33'42"W, a distance of 49.82 feet to a calculated point;
3. S69°04'35"W, a distance of 235.03 feet to a calculated point at the beginning of a non-tangent 187.05 foot radius curve to the left;
4. Along the arc of said 187.05 foot radius curve a distance of 276.76 feet through a central angle of 84°46'32", and having a chord bearing S26°23'34"W and distance of 252.20 feet to a calculated point;
5. S20°47'45"E, a distance of 290.02 feet to a calculated point;

19.236 ACRES

CITY OF LEANDER, TX

327-421 BOUNDARY EXHIBIT 2

PROJECT NO.: 327-421

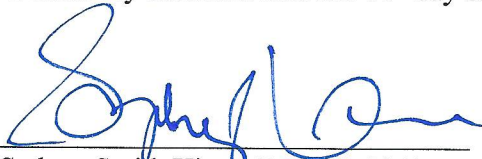
OCTOBER 11, 2023

6. S69°04'35"W, a distance of 318.06 feet to a calculated point at the beginning of a non-tangent 293.02 foot radius curve to the left;
7. Along the arc of said 293.02 foot radius curve a distance of 423.14 feet through a central angle of 82°44'22", and having a chord bearing S27°31'52"W and distance of 387.32 feet to a calculated point on the common line of the easterly right-of-way line of High Lonesome Trail and of said 41.99 acre tract;

THENCE, along the common line of the easterly right-of-way line of High Lonesome Trail and of said 41.99 acre tract, N41°11'12"W, a distance of 292.68 feet to the **POINT OF BEGINNING**, and containing 19.236 acres (837,934 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, NSRS 2011(2012A), CENTRAL ZONE, REFERENCING THE LEICA SMARTNET REFERENCE NETWORK.

Witness my hand and seal this 11th day of October, 2023.



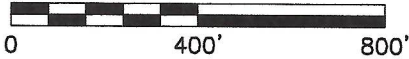
Sydney Smith Xinos, R.P.L.S. 5361
Civil & Environmental Consultants, Inc.
1221 S. MoPac Expressway, Suite 350
Austin, TX 78746
Texas Registered Surveying Firm No. 10194419





NORTH

SCALE IN FEET



PROMENADE ON SAN GABRIEL
LLC
CALLED 92.694 ACRES
DOC. NO. 2021120051
O.P.R.W.C.T.

CITY OF GEORGETOWN,
TEXAS
CALLED 206.57 ACRES
DOC. NO. 2016088265
O.P.R.W.C.T.

REAGAN HEIGHTS, LLC
CALLED 6.553 ACRES
DOC. NO. 2022140978
O.P.R.W.C.T.

BARTHOLOMEW MANLOVE
SURVEY ABSTRACT NO. 420
J.C. THAXTON SURVEY
ABSTRACT NO. 756

PARCEL 2
19.236 ACRES
(837,934 SQUARE FEET)

REAGAN
HEIGHTS LLC
CALLED 41.99
ACRES
CALLED EXHIBIT
A BY DEED
DOC. NO.
2021193330
O.P.R.W.C.T.

REAGAN
HEIGHTS LLC
CALLED 41.99
ACRES
CALLED EXHIBIT
A BY DEED
DOC. NO.
2021193330
O.P.R.W.C.T.

J.C. THAXTON SURVEY ABSTRACT NO. 756
ABNER SMITH SURVEY, ABSTRACT NO. 556

REAGAN HEIGHTS LLC
CALLED 0.083 ACRES
CALLED EXHIBIT B, PART 2
BY DEED
DOC. NO. 2021193330
O.P.R.W.C.T.

APPROXIMATE
CENTERLINE
SOUTH FORK
SAN GABRIEL
RIVER

TEXAS HILL COUNTRY
TREE FOUNDATION
CALLED 25.50 ACRES
DOC. NO. 2023031049
O.P.R.W.C.T.

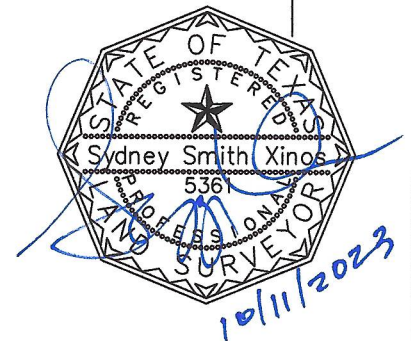
REAGAN HEIGHTS LLC
CALLED 1.687 ACRES
CALLED EXHIBIT B, PART 1 BY DEED
DOC. NO. 2021193330
O.P.R.W.C.T.

RONALD REAGAN BLVD.
(RIGHT-OF-WAY WIDTH VARIES)

HIGH LONESOME TRAIL
(RIGHT-OF-WAY WIDTH VARIES)

BEARING BASIS:

TEXAS COORDINATE SYSTEM, NSRS 2011 (2012A), CENTRAL
ZONE, UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING
REFERENCE NETWORK.



Civil & Environmental Consultants, Inc.

1221 South MoPac Expressway · Suite 350 · Austin, TX 78746

Texas Registered
Surveying Firm 10194419

Ph: 512.439.0400 · Fax: 512.329.0096

www.cecinc.com

Texas Registered
Engineering Firm F-38

REAGAN HEIGHTS, LLC
17920 RONALD REAGAN BLVD.
LEANDER, TEXAS
WILLIAMSON COUNTY
BOUNDARY EXHIBIT

DRAWN BY:	APV	CHECKED BY:	ESH	APPROVED BY:	SSX	SHEET NO.:
DATE:	OCTOBER 11, 2023	DWG SCALE:	1"=400'	PROJECT NO:	327-421	1 OF 5

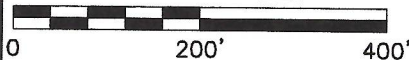
P:\320-000\327-421\Survey\Draw\327-421 BOUNDARY EXHIBIT 2 UPDATED.dwg SHEET 1 of 5 LS:10/6/2023 - ehopkin) - LP: 10/11/2023 7:19 PM

P:\320-000\327-421\Survey\Draw\327-421 BOUNDARY EXHIBIT 2 UPDATED.dwg SHEET 2 of 3 LS:(10/6/2023 - ehopkin) -- LP: 10/11/2023 7:19 PM



NORTH

SCALE IN FEET



BARTHOLEMEW MANLOVE
SURVEY, ABSTRACT NO. 420

J.C. THAXTON SURVEY,
ABSTRACT NO. 756

REAGAN HEIGHTS, LLC
CALLED 6.553 ACRES
DOC. NO. 2022140978 O.P.R.W.C.T.

J.C. THAXTON SURVEY,
ABSTRACT NO. 756

ABNER SMITH SURVEY,
ABSTRACT NO. 556

REAGAN HEIGHTS LLC
CALLED 41.99 ACRES
CALLED EXHIBIT A BY DEED
DOC. NO. 2021193330
O.P.R.W.C.T.

PARCEL 2
19.236 ACRES
(837,934 SQUARE FEET)

REAGAN HEIGHTS LLC
CALLED 41.99 ACRES
CALLED EXHIBIT A BY DEED
DOC. NO. 2021193330
O.P.R.W.C.T.

LEGEND:

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- RIGHT-OF-WAY
- APPROXIMATE LOCATION OF SURVEY LINE
- 1/2 INCH IRON ROD FOUND
- 1/2 INCH IRON ROD SET WITH "CEC BOUNDARY" CAP
- CALCULATED POINT
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS
- DOC. NO. DOCUMENT NUMBER
- P.O.B. POINT OF BEGINNING



Civil & Environmental Consultants, Inc.

1221 South MoPac Expressway · Suite 350 · Austin, TX 78746

Texas Registered
Surveying Firm 10194419

Ph: 512.439.0400 · Fax: 512.329.0096

www.cecinc.com

Texas Registered
Engineering Firm F-38

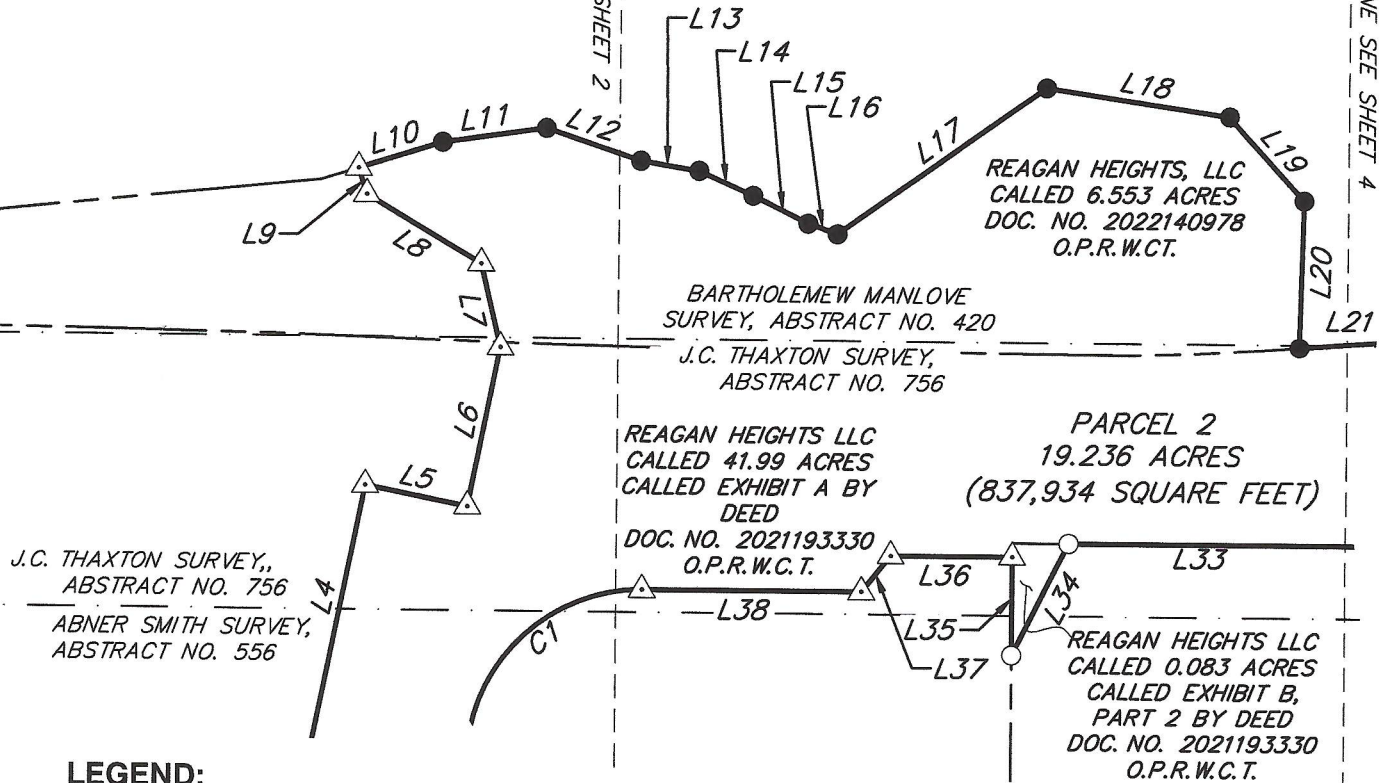
REAGAN HEIGHTS, LLC
17920 RONALD REAGAN BLVD.
LEANDER, TEXAS
WILLAMSON COUNTY
BOUNDARY EXHIBIT

DRAWN BY:	APV	CHECKED BY:	ESH	APPROVED BY:	SSX	SHEET NO.:
DATE:	OCTOBER 11, 2023	DWG SCALE:	1"=200'	PROJECT NO:	327-421	2 OF 5



MATCHLINE SEE SHEET 2

MATCHLINE SEE SHEET 4



 PROPERTY LINE
- - - - - ADJACENT PROPERTY LINE
 - - - - RIGHT-OF-WAY
- . - . - . APPROXIMATE LOCATION OF SURVEY LINE

●	1/2 INCH IRON ROD FOUND
○	1/2 INCH IRON ROD SET WITH "CEC BOUNDARY" CAP
△	CALCULATED POINT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING

TEXAS HILL COUNTRY
TREE FOUNDATION
CALLED 25.50 ACRES
DOC. NO. 2023031049
O.P.R.W.C.T.



1221 South MoPac Expressway · Suite 350 · Austin, TX 78746

Texas Registered
Surveying Firm 10194419

Texas Registered
Engineering Firm F-38

REAGAN HEIGHTS, LLC
17920 RONALD REAGAN BLVD.
LEANDER, TEXAS
WILLIAMSON COUNTY
BOUNDARY EXHIBIT

DRAWN BY:	APV	CHECKED BY:	ESH	APPROVED BY:	SSX	SHEET NO.: 3
DATE:	OCTOBER 11, 2023	DWG SCALE:	1"=200'	PROJECT NO:	327-421	

3 OF 5

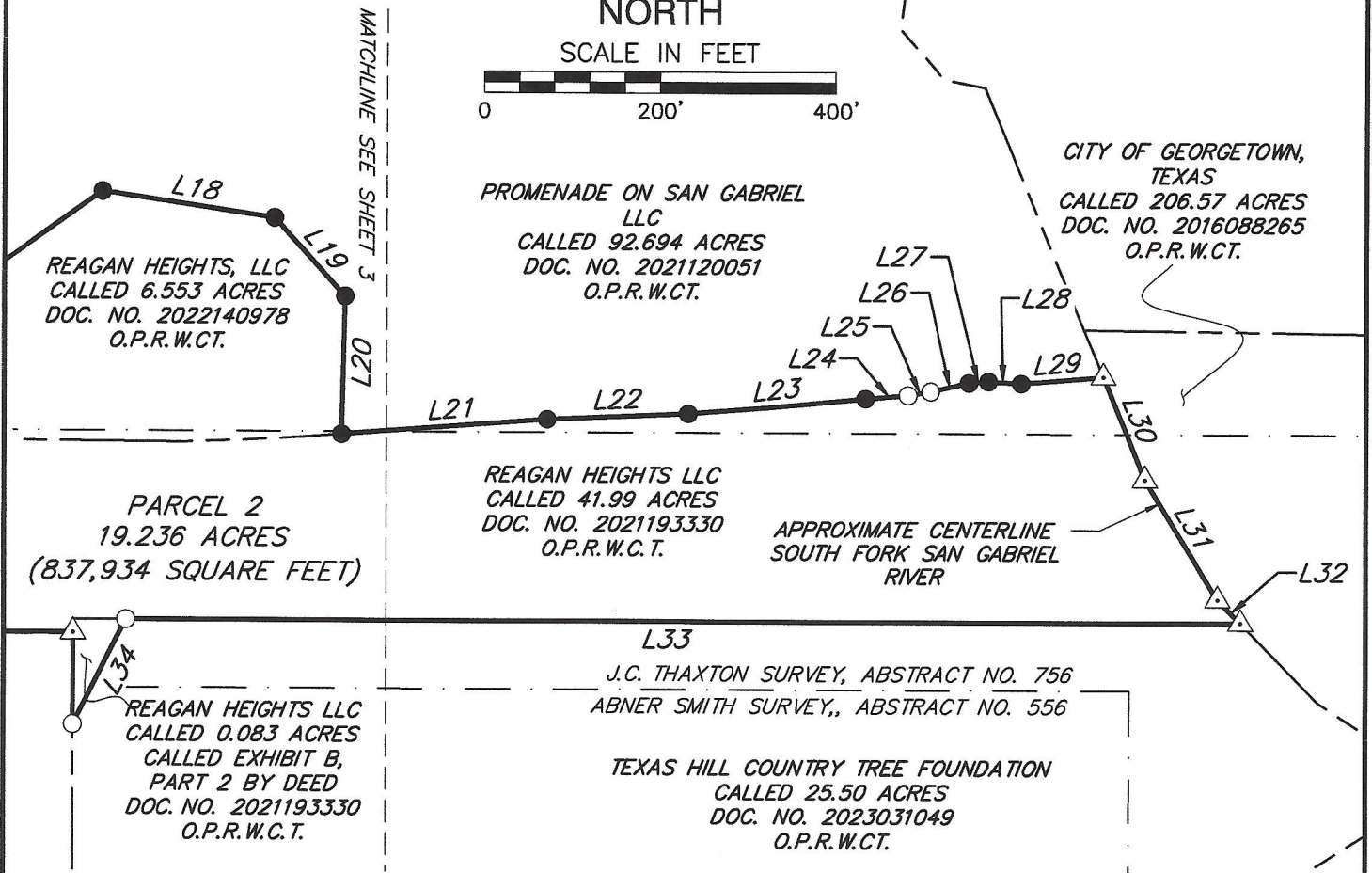
P:\320-000\327-421\Survey\Draw\327-421 BOUNDARY EXHIBIT 2 UPDATED.dwg SHEET 4 of 5 LS(10/16/2023 -- ehopkin) -- LP: 10/11/2023 7:21 PM



NORTH

SCALE IN FEET

0 200' 400'



LEGEND:

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	RIGHT-OF-WAY
	APPROXIMATE LOCATION OF SURVEY LINE
	1/2 INCH IRON ROD FOUND
	1/2 INCH IRON ROD SET WITH "CEC BOUNDARY" CAP
	CALCULATED POINT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING



Civil & Environmental Consultants, Inc.

1221 South MoPac Expressway · Suite 350 · Austin, TX 78746

Texas Registered
Surveying Firm 10194419

Ph: 512.439.0400 · Fax: 512.329.0096

www.cecinc.com

Texas Registered
Engineering Firm F-38

REAGAN HEIGHTS, LLC
17920 RONALD REAGAN BLVD.
LEANDER, TEXAS
WILLIAMSON COUNTY
BOUNDARY EXHIBIT

DRAWN BY:	APV	CHECKED BY:	ESH	APPROVED BY:	SSX	SHEET NO.:
DATE:	OCTOBER 11, 2023	DWG SCALE:	1"=200'	PROJECT NO:	327-421	4 OF 5

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N14°35'28"W	33.11'
L2	N50°49'59"E	460.75'
L3	N30°49'59"E	124.27'
L4	N09°38'37"W	304.14'
L5	N80°21'23"E	111.47'
L6	N09°38'37"W	175.02'
L7	N34°26'16"W	92.59'
L8	N80°15'53"W	142.79'
L9	N38°19'55"W	29.56'
L10	N51°40'05"E	93.98'
L11	N60°51'16"E	111.99'
L12	N87°35'15"E	106.64'
L13	N78°14'33"E	63.45'
L14	S86°44'10"E	63.37'
L15	S84°35'28"E	65.72'
L16	N88°06'51"E	33.49'
L17	N33°42'24"E	272.77'
L18	N77°35'39"E	198.11'
L19	S63°10'54"E	119.82'
L20	S19°34'26"E	157.92'
L21	N64°42'12"E	234.53'

LINE TABLE		
LINE	BEARING	DISTANCE
L22	N66°37'24"E	160.69'
L23	N63°30'31"E	108.40'
L24	N64°17'44"E	48.57'
L25	N59°40'04"E	26.07'
L26	N55°54'50"E	44.76'
L27	N64°32'27"E	22.27'
L28	N72°24'52"E	37.15'
L29	N64°35'21"E	94.07'
L30	S42°58'03"E	126.25'
L31	S52°07'18"E	159.91'
L32	S65°10'18"E	37.26'
L33	S69°05'02"W	1268.03'
L34	S05°38'59"W	134.16'
L35	N20°54'55"W	105.11'
L36	S69°05'05"W	130.00'
L37	S17°33'42"W	49.82'
L38	S69°04'35"W	235.03'
L39	S20°47'45"E	290.02'
L40	S69°04'35"W	318.06'
L41	N41°11'12"W	292.68'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	187.05'	84°46'32"	276.76'	S26°23'34"W	252.20'
C2	293.02'	82°44'22"	423.14'	S27°31'52"W	387.32'



Civil & Environmental Consultants, Inc.

1221 South MoPac Expressway · Suite 350 · Austin, TX 78746

Texas Registered
Surveying Firm 10194419

Ph: 512.439.0400 · Fax: 512.329.0096

www.cecinc.com

Texas Registered
Engineering Firm F-38

REAGAN HEIGHTS, LLC
17920 RONALD REAGAN BLVD.
LEANDER, TEXAS
WILLIAMSON COUNTY
BOUNDARY EXHIBIT

DRAWN BY:	APV	CHECKED BY:	ESH	APPROVED BY:	SSX	SHEET NO.:
DATE:	OCTOBER 11, 2023	DWG SCALE:	1"=200'	PROJECT NO:	327-421	5 OF 5

PARCEL 3
LEGAL DESCRIPTION

BEING A 9.581 ACRE TRACT OF LAND SITUATED IN THE BARTHOLEMEW MANLOVE SURVEY, ABSTRACT NO. 420, THE J.C. THAXTON SURVEY, ABSTRACT NO. 756 AND THE ABNER SMITH SURVEY, ABSTRACT NO. 556, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 41.99 ACRE TRACT OF LAND REFERRED TO BY DEED AS TRACT 1, AS CONVEYED TO REAGAN HEIGHTS LLC PER DEED RECORDED AS DOCUMENT NO. 2021193330 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND ALSO BEING A PORTION OF A CALLED 6.553 ACRE TRACT CONVEYED TO REAGAN HEIGHTS, LLC PER DEED RECORDED AS DOCUMENT NO. 2022140978, O.P.R.W.C.T.; SAID 9.581 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with "CEC BOUNDARY" cap set on the easterly right-of-way line of Ronald Reagan Boulevard (right-of-way width varies) at the westerly common corner of said 6.553 acre tract and of a called 92.694 acre tract conveyed to Promenade on San Gabriel LLC per deed recorded as Document No. 2021120051, O.P.R.W.C.T., for the **POINT OF BEGINNING** hereof;;

THENCE, along the common line of said 6.553 acre tract and of said 92.694 acre tract, the following two (2) courses and distances:

1. N63°07'15"E, a distance of 464.74 feet to a found ½-inch iron rod;
2. N51°40'05"E, a distance of 41.92 feet to a calculated point;

THENCE, over and across said 6.553 acre tract and then of said 41.99 acre tract, the following eight (8) courses and distances:

1. S38°19'55"E, a distance of 29.56 feet to a calculated point;
2. S80°15'53"E, a distance of 142.79 feet to a calculated point;
3. S34°26'16"E, a distance of 92.59 feet to a calculated point;
4. S09°38'37"E, a distance of 175.02 feet to a calculated point;
5. S80°21'23"W, a distance of 111.47 feet to a calculated point;
6. S09°38'37"E, a distance of 304.14 feet to a calculated point;
7. S30°49'59"W, a distance of 124.27 feet to a calculated point;

9.581 ACRES

CITY OF LEANDER, TX

327-421 BOUNDARY EXHIBIT 3

PROJECT NO.: 327-421

OCTOBER 11, 2023

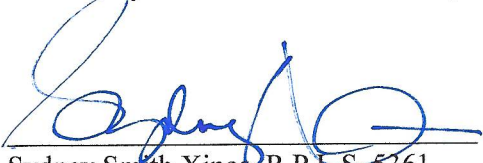
8. S50°49'59"W, a distance of 460.75 feet to a calculated point on the common line of the easterly right-of-way line of Ronald Reagan Boulevard and of said 41.99 acre tract;

THENCE, along the common line of the easterly right-of-way line of Ronald Reagan Boulevard and of said 41.99 acre tract, the following three (3) courses and distances:

1. N14°35'28"W, a distance of 268.88 feet to a set 1/2-inch iron rod with "CEC BOUNDARY" cap;
2. N12°08'30"W, a distance of 242.27 feet to a found 1/2-inch iron rod with "DIAMOND SURVEYING" cap;
3. N17°47'21"W, passing at a distance of 181.12 feet a 1/2-inch iron rod found at the common westerly corner of said 41.99 acre tract and of said 6.553 acre tract, for a total distance of 293.32 feet to the **POINT OF BEGINNING**, and containing 9.581 acres (417,331 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, NSRS 2011(2012A), CENTRAL ZONE, REFERENCING THE LEICA SMARTNET REFERENCE NETWORK.

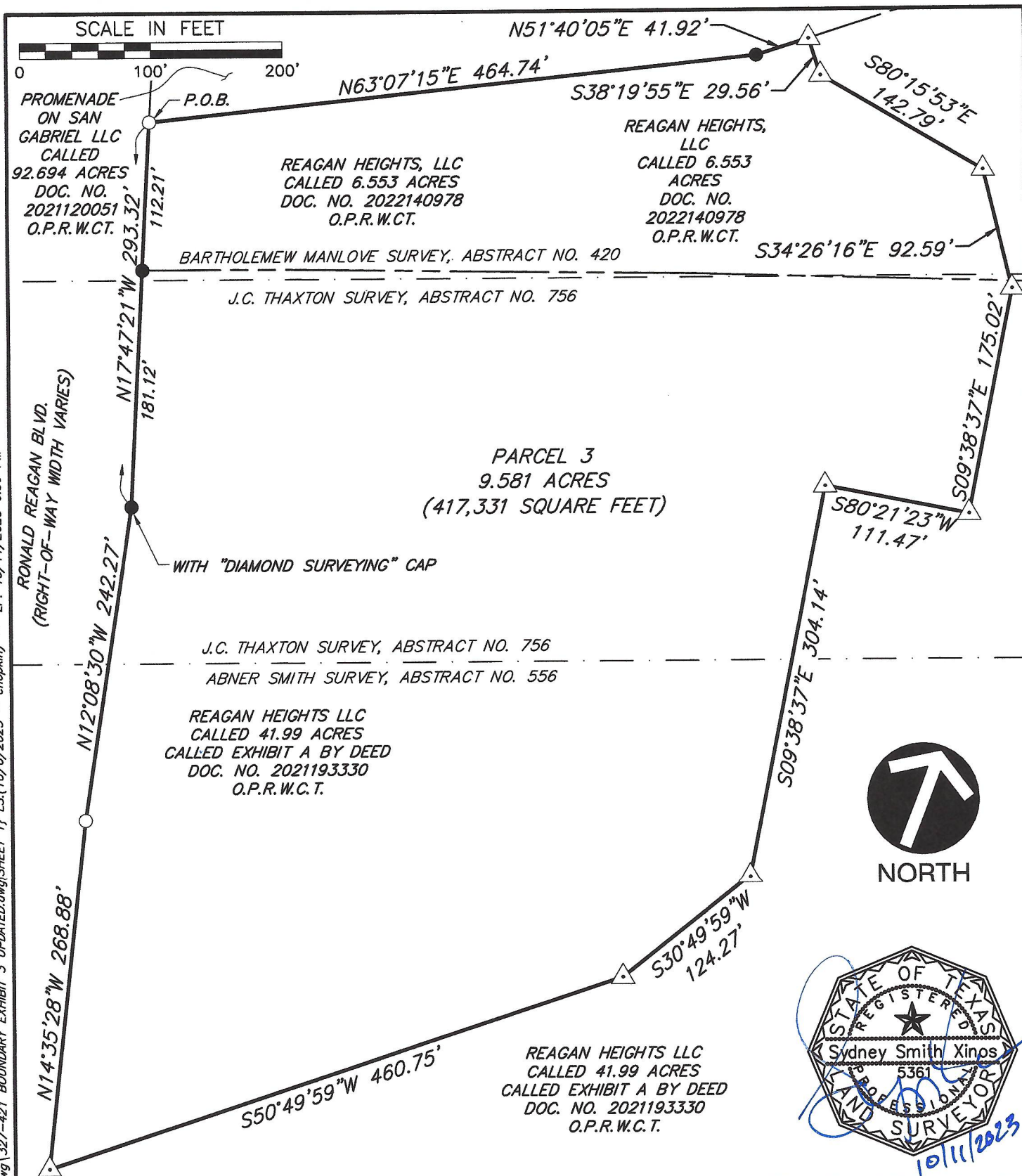
Witness my hand and seal this 11th day of October, 2023.



Sydney Smith Xinos, R.P.L.S. 5361
Civil & Environmental Consultants, Inc.
1221 S. MoPac Expressway, Suite 350
Austin, TX 78746
Texas Registered Surveying Firm No. 10194419



P:\320-000\327-421-Survey\Draw\327-421 BOUNDARY EXHIBIT 3 UPDATED.dwg(SHEET 1) LS:(10/6/2023 - ehopkin) - LP: 10/11/2023 6:39 PM



Civil & Environmental Consultants, Inc.

1221 South MoPac Expressway · Suite 350 · Austin, TX 78746

Ph: 512.439.0400 · Fax: 512.329.0096

Texas Registered
Surveying Firm 10194419

www.cecinc.com

Texas Registered
Engineering Firm F-38

REAGAN HEIGHTS, LLC
17920 RONALD REAGAN BLVD.
LEANDER, TEXAS
WILLIAMSON COUNTY
BOUNDARY EXHIBIT

DRAWN BY:	AJH	CHECKED BY:	ESH	APPROVED BY:	SSX	SHEET NO.:
DATE:	OCTOBER 11, 2023	DWG SCALE:	1"=100'	PROJECT NO:	327-421	1 OF 2

P:\320-000\327-421\Survey\Draw\327-421 BOUNDARY EXHIBIT 3 UPDATED.dwg[SHEET 2] LS:(10/6/2023 - ehopkin) - LP: 10/11/2023 6:41 PM

LEGEND:

	SUBJECT BOUNDARY LINE
	ADJACENT PROPERTY LINE
	RIGHT-OF-WAY LINE
	APPROXIMATE LOCATION OF SURVEY LINE
	1/2-INCH IRON ROD FOUND (UNLESS OTHERWISE NOTED)
	SET 1/2-INCH IRON ROD WITH "CEC BOUNDARY" CAP
	CALCULATED POINT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM, NSRS 2011(2012A), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.



Civil & Environmental Consultants, Inc.

1221 South MoPac Expressway · Suite 350 · Austin, TX 78746

Ph: 512.439.0400 · Fax: 512.329.0096

Texas Registered
Surveying Firm 10194419

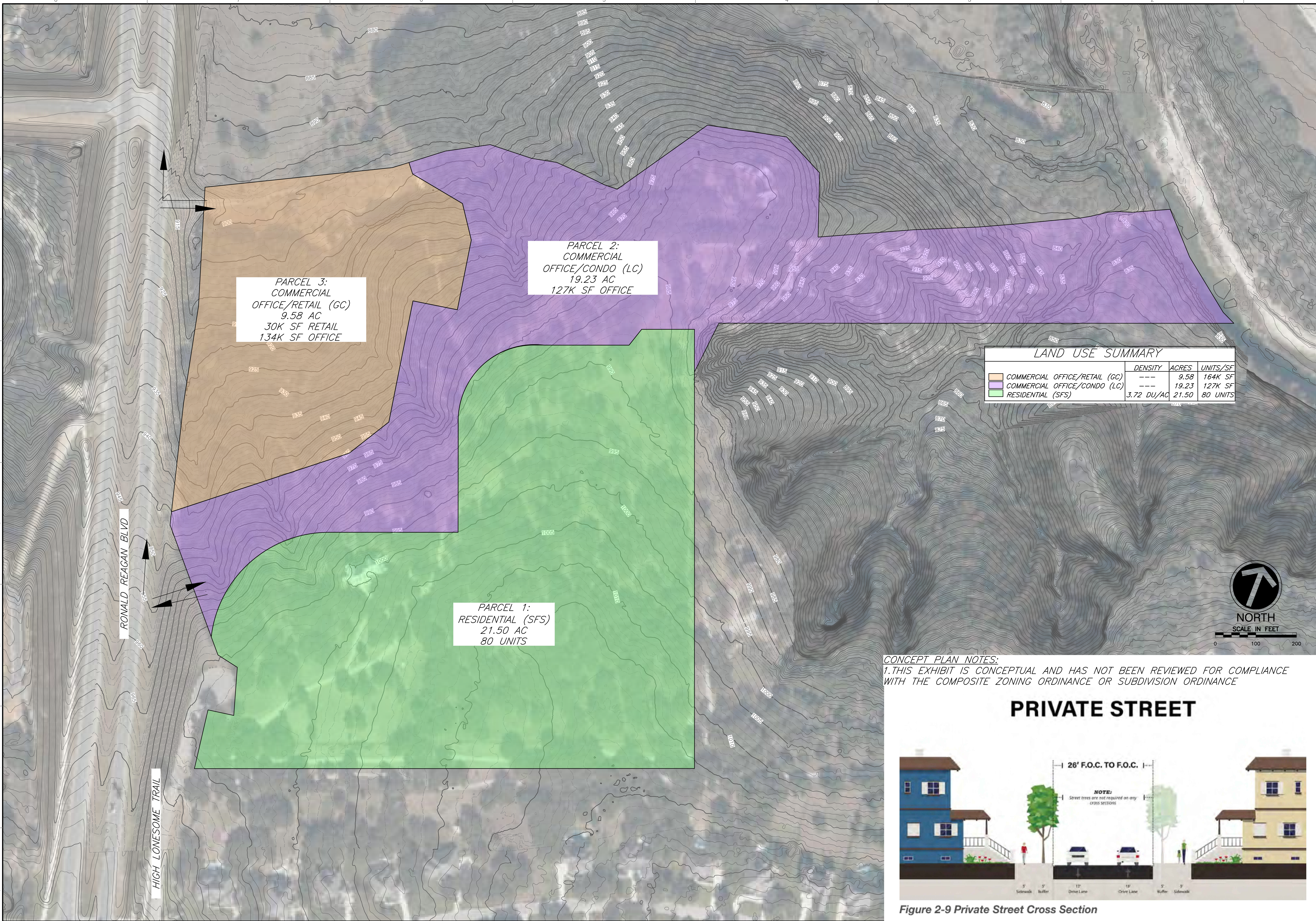
www.cecinc.com

Texas Registered
Engineering Firm F-38

REAGAN HEIGHTS, LLC
17920 RONALD REAGAN BLVD.
LEANDER, TEXAS
WILLIAMSON COUNTY
BOUNDARY EXHIBIT

DRAWN BY:	AJH	CHECKED BY:	ESH	APPROVED BY:	SSX	SHEET NO.:	2 OF 2
DATE:	OCTOBER 11, 2023	DWG SCALE:	1"=100'	PROJECT NO:	327-421		

A:\200-000\207-421-000\00p\EXHIBITS\20230825 - 207-421-EXHIBIT C - RUMBLE PLANS\LAND\00711\LS(2/15/2024 - minnow) - LA- 2/15/2024 5:42 PM



CONCEPT PLAN NOTES:
1. THIS EXHIBIT IS CONCEPTUAL AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH THE COMPOSITE ZONING ORDINANCE OR SUBDIVISION ORDINANCE



Figure 2-9 Private Street Cross Section

REVISION RECORD	
NO	DATE



Texas Registered Surveying Firm 0194419 - Texas Registered Engineering Firm F-36
Civil & Environmental Consultants, Inc.
3711 South McPac Expressway - Building 1, Suite 550 - Austin, TX 78746
Ph: 512.499.0400 - Fax: 512.329.0096
www.cecinc.com

REAGAN HEIGHTS LLC
901 HIGH LONESOME TRAIL
LEANDER, TEXAS
WILLIAMSON COUNTY

EXHIBIT C -
CONCEPT SITE LAYOUT &
LAND USE PLAN

DRAWING NO.:
SHEET 1 OF 1

DATE: February 24
DWG SCALE: 1" = 100'
PROJECT NO.:
APPROVED BY:

DRAWN BY:
CHECKED BY:
327-421

CEC

EXHIBIT

City of Leander Planning Department
201 North Brushy
Street PO Box 319
Leander, Texas 78646-0319

1/22/2024

Re: Approximately 21.435 acres located at High Lonesome Trail
(the "Property" - Oakmont)
Letter of Intent – Oakmont Future Land Use ("FLU") Amendment

Please accept this Letter of Intent for the submittal of the Comprehensive Plan Amendment Application (FLU map amendment) for approximately 21.435 acres located at High Lonesome Trail located within the Oakmont PUD.

Comprehensive Plan:

The Property is designated as Multi-Use Corridor - Priority Corridor on the Future Land Use Map Effective April 8, 2022. The Oakmont FLU amendment proposes to change the Multi-Use Corridor-Priority Corridor area of parcels R324593, R473796, and R594957 to Neighborhood Residential.

The Property:

The Property consists of approximately 21.435 acres, located adjacent to Ronald W Reagan Blvd and High Lonesome Trail. The portion of property within the 50-acre development slated/highlighted for amendment has considerable development constraints due to topography/elevation and limited access. This portion is contiguous with the SFR large lot residential Reagans Overlook Subdivision, which also falls within the Multi-Use Corridor.

Thank you for your time and consideration of this Oakmont FLU amendment.

Sincerely,

A handwritten signature in blue ink that reads "M Theone".

Michael Theone, P.E. Civil Environmental Consultants (Agent for Reagan Heights LLC)

City of Leander Planning Department
201 North Brushy
Street PO Box 319
Leander, Texas 78646-0319

1/18/2024

Re: Approximately 50 acres located at 901 High Lonesome Trail
(the “Property”) the Oakmont Planned Unit Development (PUD)
Rezoning Application
Letter of Intent – Oakmont PUD

Please accept this Letter of Intent for the submittal of the PUD Rezoning Application for approximately 50 acres located at 901 High Lonesome Trail known as the Oakmont PUD.

Zoning and Comprehensive Plan:

The Property is currently zoned as Local Commercial (“LC-2-B”) and Single-Family Rural (“SFR-2-B”). The Oakmont PUD Application proposes a combination of General Commercial (“GC-3-A”), Local Commercial (“LC-2-A”) and Single-Family Suburban (“SFS-2-A”) base zoning district designation for the Property.

The Property is designated as (Neighborhood Residential, Neighborhood Center – Solid, Neighborhood Center – Priority Corridor, Multi-Use Corridor - Priority Corridor, and Greenway) on the Future Land Use Map Effective April 8, 2022.

The Property:

The Property consists of approximately 50 acres, located adjacent to Ronald W Reagan Blvd and High Lonesome Trail.

Project Summary:

The proposed development includes a variety of commercial and residential developments adjacent to Ronald W Reagan Blvd: general commercial pad sites, local commercial office buildings, and 80 Single family suburban units. The proposed development is authorized pursuant to the proposed GC, LC and SFS base zoning district pursuant to the Oakmont PUD. We request the following alternatives to certain standards of the Leander Composite Zoning Ordinance:

1. The PUD modifies the limitations of Article VI, Section 7 (b) (5) of the City’s Composite Zoning Ordinance regarding the use of structural stabilization for the perimeter of non- residential and multi-family drainage facilities being limited to ninety (90%) percent of the pond perimeter excluding outlet structures.
2. This project shall utilize private streets. Private streets will meet city of Leander Private Street standards and sections.
3. Sidewalks are required throughout the interior of the project and connecting Ronald Reagan Blvd. These sidewalks shall be a minimum of four (4’) feet wide and constructed of concrete.
4. Guest Parking will be provided at a ratio ten (10%) percent of the required spaces.
5. Turf grass in the narrow strips adjacent to street curbs between sidewalk and street pavement shall be prohibited. Materials such as river rock crushed granite, or similar product shall be used in this location.
6. The Local Commercial, Office/Condo, and/or the General Commercial, Office/Retail portion of the development (Parcel 2 or 3 – Exhibit C) shall be developed prior to or

concurrently with the Single Family Suburban portion of the development (Parcel 1 – Exhibit C)

Thank you for your time and consideration of this Oakmont PUD.

Sincerely,

A handwritten signature in blue ink, appearing to read "M Theone". The signature is written in a cursive, flowing style.

Michael Theone, P.E. Civil Environmental Consultants (Agent for Reagan Heights LLC)

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 reference the attached Neighborhood Summary Letter and supporting exhibits.

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

Please reference the attached Neighborhood Summary Letter and supporting exhibits.

3. What concerns were raised during these communications?

Please reference the attached Neighborhood Summary Letter and supporting exhibits.

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

Please reference the attached Neighborhood Summary Letter and supporting exhibits.

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

Signature: M. Theone Date 2/15/2024

February 15, 2024

Robin Griffin, Executive Director of Development Services
City of Leander
PO Box 319
Leander, TX 78641

Dear Development Services:

Subject: Oakmont PUD Zoning (Z-23-0082) Neighborhood Outreach Summary
CEC Project 327-421

On Saturday, February 10 at 3 O'clock PM, the developer's representative, Marc Frease, held a meeting with the Reagans Overlook HOA and property owners.

Present at the meeting were several property owners as well as two HOA board members, namely Sheri Wood and Frank Brewer (HOA President). The attached sign-in sheet lists those in attendance.

The developer presented and discussed the revised access to the proposed development project. The exhibits provided by the developer are attached to this Neighborhood Outreach....

No major concerns regarding the revised access point or zoning uses being requested were raised by the HOA board or property owners.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Michael Theone, P.E.
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE COMPREHENSIVE PLAN TO AMEND THE FUTURE LAND USE MAP FROM MULTI-USE CORRIDOR (PRIORITY) TO NEIGHBORHOOD RESIDENTIAL FOR THE PROPERTY GENERALLY LOCATED TO EAST OF THE INTERSECTION OF CR 274 AND RONALD W. REAGAN BOULEVARD; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary and reasonable for the public health, safety, morals, and welfare of the City of Leander, Texas, a Texas home rule municipality, (herein the “City”) to provide for and maintain a comprehensive plan for the City in accordance with the City Charter and Chapters 211 and 213 of the Texas Local Government Code;

WHEREAS, the City Council adopted the Future Land Use Plan set forth in the Comprehensive Plan by Ordinance No. 24-005-00;

WHEREAS, the City Council finds that the adoption of the amendments to the Future Land Use Plan herein promote the public health, safety, morals, and welfare and provide for the orderly development of the City; and

WHEREAS, after review, inquiry and the opportunity for citizen participation at one or more public hearings and review and recommendation by the Planning and Zoning Commission, the City Council approves the amendments to the Comprehensive Plan hereinafter set forth;

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 the Comprehensive Plan. The City Council hereby adopts the amendment to the Future Land Use Plan that is attached hereto as Exhibit A. The Future Land Plan, as amended, shall be kept in the office of the Planning Department and shall be available for public inspection during normal office hours. Zoning uses, as amended from time to time at the request of the landowner or on motion of the City, shall be amended to be made consistent with the Comprehensive Plan, as amended. The City may amend the Comprehensive Plan in the discretion of the City Council in accordance with the City Charter and state law to plan for the changing plans of the City.

SECTION 3. Amendment of Conflicting Ordinances. The City of Leander Future Land Use Plan previously adopted by Ordinance No. 24-005-00 is hereby amended to the extent of any conflict with Exhibit A. The City of Leander Comprehensive Plan, all ordinances and parts of

ordinances, and all resolutions and parts of resolutions in conflict with this Ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code, ordinance, or plan of the City, the terms and provisions of this Ordinance shall govern.

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

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, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this the 4th day of April, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

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 OAKMONT PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF SFS-2-A (SINGLE-FAMILY SUBURBAN), LC-2-A (LOCAL COMMERCIAL) AND GC-3-A (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 50.31 acres $\pm$; being more particularly described in Exhibit "B"; located generally located east of the intersection of CR 274 and Ronald W. Reagan Boulevard; identified by Williamson Central Appraisal District tax identification numbers R473796, R324593, R324592, R412990, R594957, and R594958; more particularly described in Instrument Number 2021193330 and 2022140978; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Oakmont (Planned Unit Development) with the base zoning district of SFS-2-A (Single-Family Suburban), LC-2-A (Local Commercial) and GC-3-A (General Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A"

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

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

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

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

PASSED AND APPROVED on First Reading this the 4th day of April, 2024.

FINALLY PASSED AND APPROVED on this the 18th day of April, 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, March 14, 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.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the March 7, 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 20-FP-028 regarding Talia Homes Final Plat on two parcels of land approximately 3.63 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031263 and R031264; generally located east of Hazelwood Street and Horizon Park Boulevard, Leander, Williamson County, Texas.
7. Approval of Subdivision Case PP-23-0041 regarding Hawkes Landing North Phase 3 Preliminary Plat on one (1) parcel of land approximately 37.97 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031685; generally located south of Gilmer Way and Aquila Drive, Leander, Williamson County, Texas.
8. Approval of Subdivision Case SFP-21-0006 regarding B-Twisted Acres Short Form Final Plat on one (1) parcel of land approximately 12.402 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R605507; generally located on the south side of CR 281, approximately 2,950 feet west of N. Bagdad Road, Leander, Williamson County, Texas.

9. Approval of the Subdivision and Site Development Application Forms pursuant to Article IX, Section 9 (a) (1) c. of the Composite Zoning Ordinance; Leander, Williamson & Travis Counties, Texas.
10. Approval of Minutes

Motion: To approve the consent items 6-10.

By: John Cosgrove

Seconded: James Oliver

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

No: None

Abstain: None

PUBLIC HEARING: ACTION

11. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0072 to amend the current zoning of LC-2-A (Local Commercial) to adopt the Tiger Mountain PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on one (1) parcel of land approximately 10.314 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031710; and more commonly known as 100 Mockingbird Hill, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0072 as described above.

No one spoke in favor or opposition of the request.

Motion: To approve the Zoning request Z-23-0072

By: Scott Calame

Seconded: Deirdre Moss

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

No: None

Abstain: None

12. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-24-0010 to amend the Comprehensive Plan land use category from Multi-Use Corridor (Priority) to Neighborhood Residential and consider action regarding Zoning Case Z-23-0082 to amend the current zoning of SFR-2-B (Single-Family Rural) and LC-2-B (Local Commercial) to adopt the Oakmont PUD (Planned Unit Development) with the base zoning districts of SFS-2-A (Single-Family Suburban), LC-2-A (Local Commercial) and GC-3-A (General Commercial) on six (6) parcels of land approximately 50.31 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R473796, R324593, R324592, R412990, R594957, and R594958; and to the east of the intersection of CR 274 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0010 as described above.
- Discuss and consider action regarding Zoning Case Z-23-0082 as described above.

Chair Lantrip recused herself from the dais at 6:18 p.m.

Submitted comment via the website in opposition to the Zoning request:

Amelia Willis, Padmavardhan Annem

Spoke in person in favor of Zoning request:

Gregory Brinkley, Amanda Verell, James Spitler, Florence Spitler, Lynda Myers, Diana Waggoner, Kathy Partain, Bess Komersmann, Danny Adams, Sheri Wood, Frank Brewer, Linda Blanchard

Spoke in person against the Zoning request:

John Lux, Michelle Bolner, Beth Bernardo, Kelley Wood, Cindy Palomino, Johnny Palomino

Motion: To approve the Comprehensive Amendment Plan CPA-24-0010.

By: John Cosgrove

Seconded: Ron May

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

No: None

Abstain: None

Motion: To approve the Zoning request Z-23-0082.

By: John Cosgrove

Seconded: Scott Calame

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

No: None

Abstain: None

Commission took a 5 minute recess at 7:21 p.m.

Commission reconvened at 7:26 p.m.

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0106 to amend the Hero Way & Main Street Medical Office PUD (Planned Unit Development) with the base zoning districts of LC-2-A (Local Commercial) and GC-2-A (General Commercial) on two (2) parcels of land approximately 8.0822 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R619566 and R619565; and legally described as Lots 1 & 2, Block A of the Hero Way Medical Addition Subdivision, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0106 as described above.

Taylor Howe spoke against the zoning request.

Linda Smith submitted comment via the website in opposition to the zoning request. Chair Lantrip read it into the record.

Motion: To deny the Zoning request Z-24-0106.

By: Donnie Mahan

Seconded: Deirdre Moss

Yes: None

No: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Laura Lantrip, Scott Calame

Abstain: None

14. Conduct a Public Hearing and consider action 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), GC-3-A (General Commercial), and GC-2-A (General Commercial) on eight (8) parcels of land approximately 234 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R506005, R485247, R485248, R031575, R392187, R392188, R031534, and R031533; and more commonly known as 14750 Ronald W. Reagan Blvd, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-23-0009 as described above.
- Discuss and consider action regarding Zoning Case Z-23-0102 as described above.

Submitted a request via the website in opposition to the Zoning request:
Lanny Wadle, Geetha Chandrasekaran, David Smith, Ayush Khare, Bill Layton

Spoke against Zoning request:
RIC (anonymous), Lanny Wadle, Joni Wadle, Linet McClure

Motion: To approve the Zoning request Z-23-0102
By: John Cosgrove
Seconded: Scott Calame

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Laura Lantrip, Scott Calame
No: None
Abstain: None

Motion: Comprehensive Plan Case CPA-23-0009 - No action take (refer to P & Z meeting 1/25/2024)

REGULAR AGENDA

15. 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 approve the Comprehensive Plan Implementation Schedule and Old Town Master Plan Implementation. Following a discussion, the Planning and Zoning Commission recommends considering installing a traffic signal at the intersection of Ronald W. Reagan Blvd. and Palmera Ridge Blvd. / Vista Heights Dr.
By: James Oliver
Seconded: Scott Calame

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, Laura Lantrip, Scott Calame
No: None
Abstain: None

16. Receive a presentation regarding updates to the Park Land Dedication, Park Improvement, and Park Land Fee-in-Lieu regulations and requirements
A presentation was received from Parks & Recreation Director Mark Tummons; discussion followed.
17. Adjournment at 8:48 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
4/4/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-24-0106 to amend the Hero Way and Main Street Medical Office PUD (Planned Unit Development) with the base zoning districts of LC-2-A (Local Commercial) and GC-2-A (General Commercial) on two (2) parcels of land approximately 8.0822 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R619566 and R619565; and legally described as Lots 1 & 2, Block A of the Hero Way Medical Addition Subdivision, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0106 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

01/21/2021 – PUD Zoning approved

09/09/2021 – Short-Form Final Plat approved

03/14/2024 – Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Baeza Engineering, PLLC (Salvador Baeza, PE) on behalf of Hero Way Partners LP (Shane Schweda)

RECOMMENDATION:

Staff Recommends approval of the request. The Planning & Zoning Commission unanimously recommended denial of the request during the March 14, 2024 meeting. Since the meeting with the Commission, the applicant has amended the request to include the LC-2-A (Local Commercial) base zoning district with the addition of the liquor store and add a minimum square footage for the building. These changes remove the additional uses that would come with the GC (General Commercial) use component.

PRESENTER:

Robin M. Griffin, Executive Director of Development Services

Fiscal Impact

Attachments:

1. Z-24-0106 Att 1 Planning Analysis - Hero Way & Main Street PUD

2. Z-24-0106 Att 2 Current Zoning - Hero Way & Main Street PUD
3. Z-24-0106 Att 3 FLU Map - Hero Way & Main Street PUD
4. Z-24-0106 Att 4 Public Notification - Hero Way & Main Street PUD
5. Z-24-0106 Att 5 Proposed Zoning - Hero Way & Main Street PUD
6. Z-24-0106 Att 6 Aerial Map - Hero Way & Main Street PUD
7. Z-24-0106 Att 7 PUD Notes - Hero Way & Main Street PUD Redline
8. Z-24-0106 Att 8 Letter of Intent - Hero Way & Main Street PUD
9. Z-24-0106 Att 9 Neighborhood Outreach - Hero Way & Main Street PUD
10. Z-24-0106 Att 10 Ordinance - Hero Way & Main Street PUD
11. Z-24-0106 Att 11 3-14-2024 P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-24-0106 HERO WAY & MAIN STREET MEDICAL OFFICES PUD

GENERAL INFORMATION

Owner/Agent: Baeza Engineering, PLLC (Salvador Baeza, PE) on behalf of Hero Way Partners LP (Shane Schweda).

Current Zoning: PUD (Planned Unit Development) with the base zoning districts of:
LC-2-A (Local Commercial)

Proposed Zoning: PUD (Planned Unit Development) with the base zoning districts of:
LC-2-A (Local Commercial) and GC-2-A (General Commercial)

Size and Location: The property is located southwest of the intersection of Hero Way and Main Street, including approximately 8.0822 acres.

Staff Contact: Michaela Lenn
Assistant Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to add the GC-2-A (General Commercial) zoning designation to the Hero Way and Main Street Medical Offices PUD.

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

This property has previously been developed and is subdivided into two lots. Lot 2 is currently being used as medical office space. This zoning amendment request is specifically referencing the changes to apply to Lot 1, located on the southwest corner of Hero Way and Main Street. The changes proposed will apply only to this referenced lot.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	T6-Urban Core	Vacant
EAST	T5-Urban Center	Multifamily

SOUTH	OS (Open Space) & T4-General Urban	Open Space & Single Family Residential
WEST	S2 (Station Sector) & GC-3-C	Vacant

SURROUNDING AREA:

The surrounding area of this property includes a variety of residential uses. Leander Station Apartments is located to the northeast, The Chloe Apartments to the east, and the Village at Leander Station to the south. To the west, is Leander's Old Town East and is home to a mixture of commercial and residential properties.

PHYSICAL AND NATURAL FEATURES:

This property is currently developed into medical office space and the floodway runs along the south boundary of the property.

PROPERTY HISTORY:

This property was annexed into the City of Leander on 03/16/2005.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 20-TOD-Z-028 requested a zone change from PUD/TOD S2 (Station Sector) to Hero Way & Main Street Medical Offices PUD with base zoning LC-2-A (Local Commercial) and was approved on 1/21/2021.

MAJOR CORRIDORS:

This property has access onto Hero Way and Main Street.

TRANSPORTATION PLAN REQUIREMENTS:

This property does not include any future roads on the transportation plan. East Street is set to be extended along the east in the future.

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
East St	Collector	Commercial	74' ROW 6' sidewalk
Hero Way	Arterial	Commercial	126' ROW 6-lane arterial 10' sidewalk
Main St	Collector	Neighborhood	74' ROW 6' sidewalk

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- 21-TOD-SD-001 was approved on 9/9/2021.

EXISTING UTILITIES:

This property has access to water along Hero Way as shown in Figure 1. Wastewater is located south of the property as shown in Figure 2.

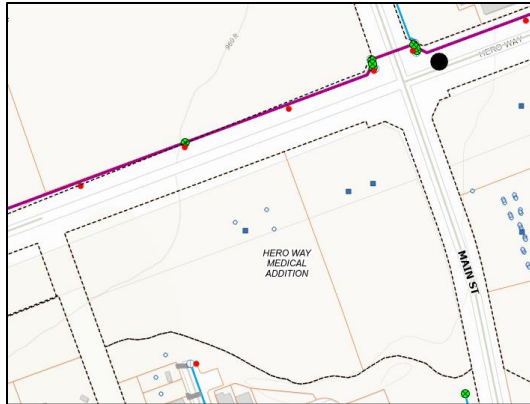


Figure 1 – water services.

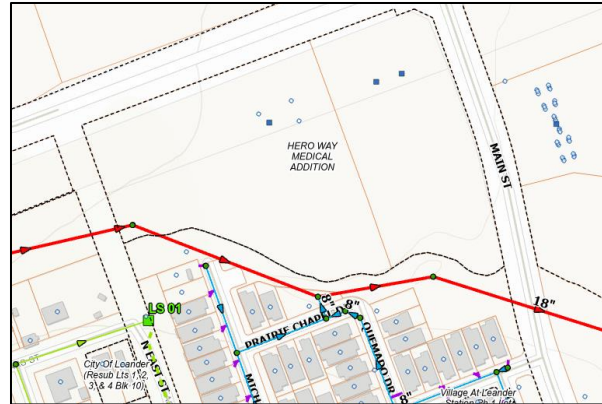


Figure 2 – wastewater services.

CURRENT LAND USES:

This property is currently being used as medical offices.

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.

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 2.2: Facilitate quality commercial development through targeted marketing and a commitment by the City to help businesses grow and expand.
 - Action 2.2.2: Prioritize commercial growth through the use of zoning, the Future Land Use Map, and prioritized investments and incentives.

Applicable Future Land Use categories

GREENWAYS

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

A Leander Greenways network is a framework for a regional destination for people looking for trail activities, a cycling loop system, and active transportation routes to employment centers. From a community perspective, greenways are opportunities for placemaking, including art, historical elements, civic spaces, and wildlife viewing. Development adjacent to the greenway system should primarily be oriented towards the green space, with buildings fronting public paths, parkway streets providing access, and a public relationship between the greenway corridor and adjacent private development. Trail connections should be made frequently to adjacent developments to provide access.

URBAN MIXED-USE

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

Residential uses include small-lot single family, townhouse, low-density multi-family, and urban lofts. Commercial development can be a mix of urban and local retail and office, restaurants and entertainment, hotels, civic, and related uses. These areas are envisioned to be developed with a semi-urban character, with some areas developing under the form-based code and others through traditional zoning. Typically, buildings are more street-oriented, with build-to lines, on-street parking or periphery parking, pedestrian and bicycle facilities, and short blocks with high street connectivity.

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 9/25/2023. 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

- 2/22/2024 - Public Notice on Hill Country News
- 2/28/2024 - Mail Notification to Property Owners within 200'
- 3/08/2024 - Public Hearing Signage Posted on Property
- 3/14/2024 - Planning and Zoning Commission Public Hearing
- 4/04/2024 - City Council Public Hearing & First Reading of the Ordinance
- 4/18/2024 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

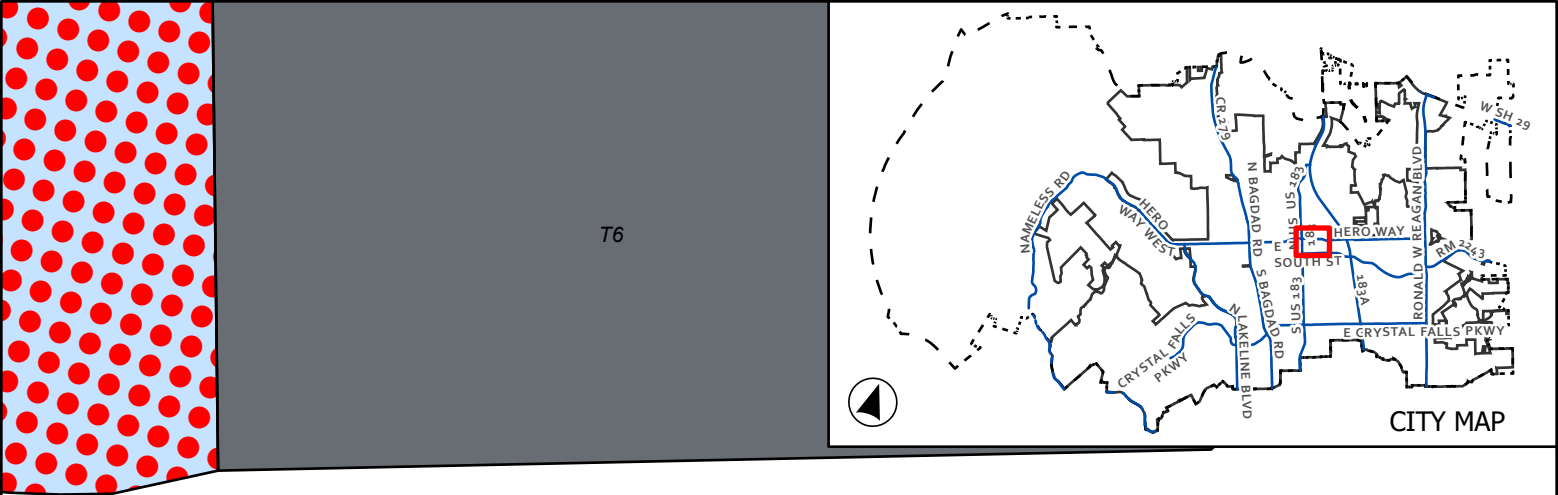
In addition to the notice mailed on behalf of the City to all property owners within 200', the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's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

Applicant performed a neighborhood outreach via door-to-door notifications. Approximately 18 residents were reached within the Village at Leander Station via door-to-door outreach. The remainder of the residents were sent certified mail detailing the information associated with this request. The contacted residents were interested in the name and type of businesses that are proposed. Residents wanted to know if the proposed development was a bar establishment.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

The property is surrounded by a mixture of commercial, residential, and vacant land. Although the proposed request would place General Commercial (GC) close to the single-family residents to the south of the property, there is a creek that buffers the uses of these two parcels. Additionally, the proposal of GC is compatible with the Future Land Use category of Urban Mixed-Use. Staff supports this request for the proposed zoning amendment based on the surrounding land uses of residential and commercial. Staff also supports the proposal based on the compatibility with the Future Land Use of Urban Mixed-Use.



CASE: Z-24-0106 ATTACHMENT 2 HERO WAY & MAIN ST MEDICAL OFFICE PUD

Current Zoning

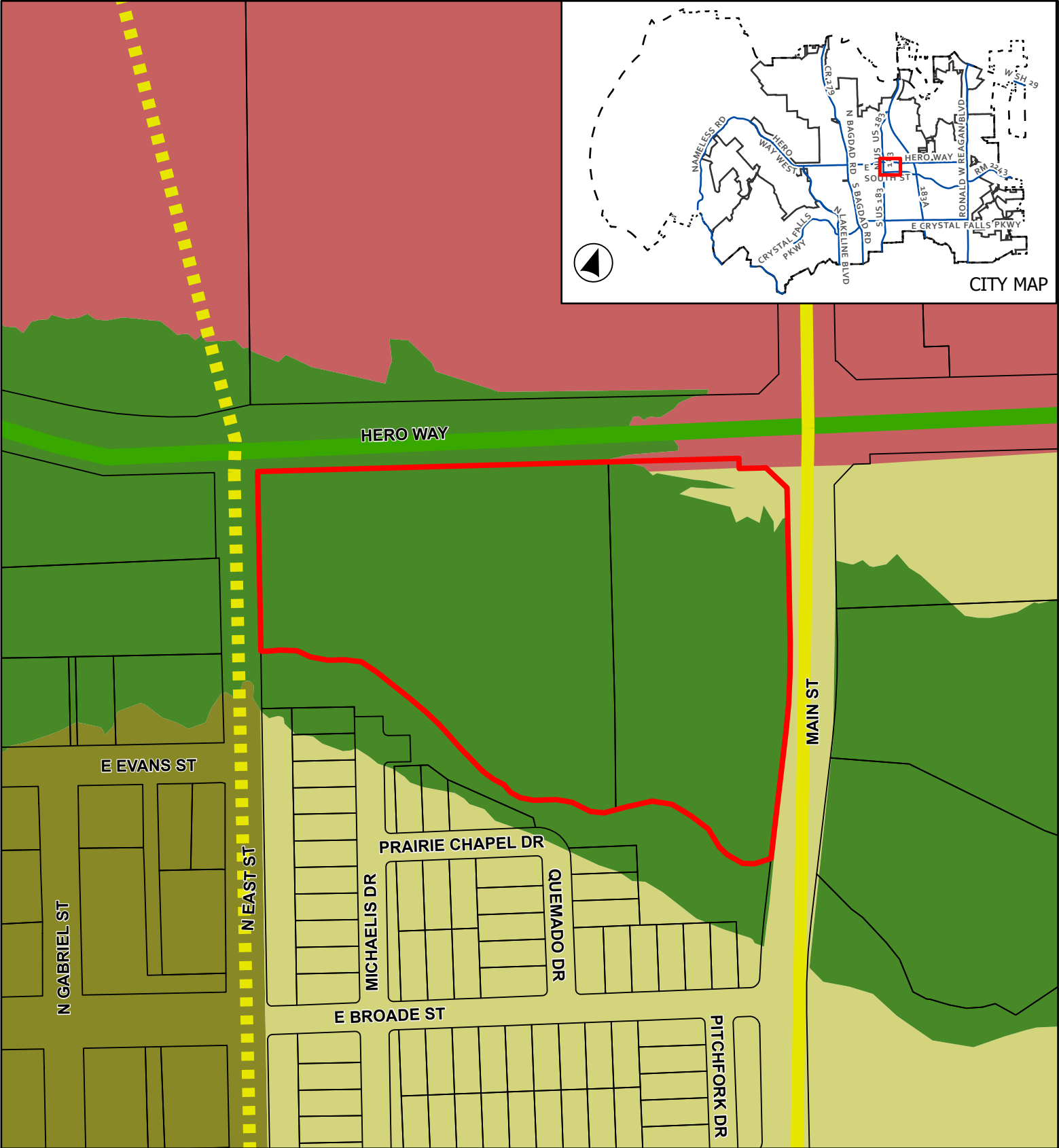
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- GC - General Commercial
- PUD - Local Commercial
- PUD - General Commercial

- OS - Open Space
- S2 - Station Sector
- T4 - General Urban
- T5 - Urban Center
- T6 - Urban Core

0 50 100 Feet

Page 255 of 303



CASE: Z-24-0106

ATTACHMENT 3

HERO WAY & MAIN ST
MEDICAL OFFICE PUD

Future Land Use Map



0 75 150

Feet

Leander City Limits

ETJ Boundary

Subject Boundary

Future Land Use

Old Town

Urban Mixed Use

Leander Central

Greenway

Thoroughfare Plan

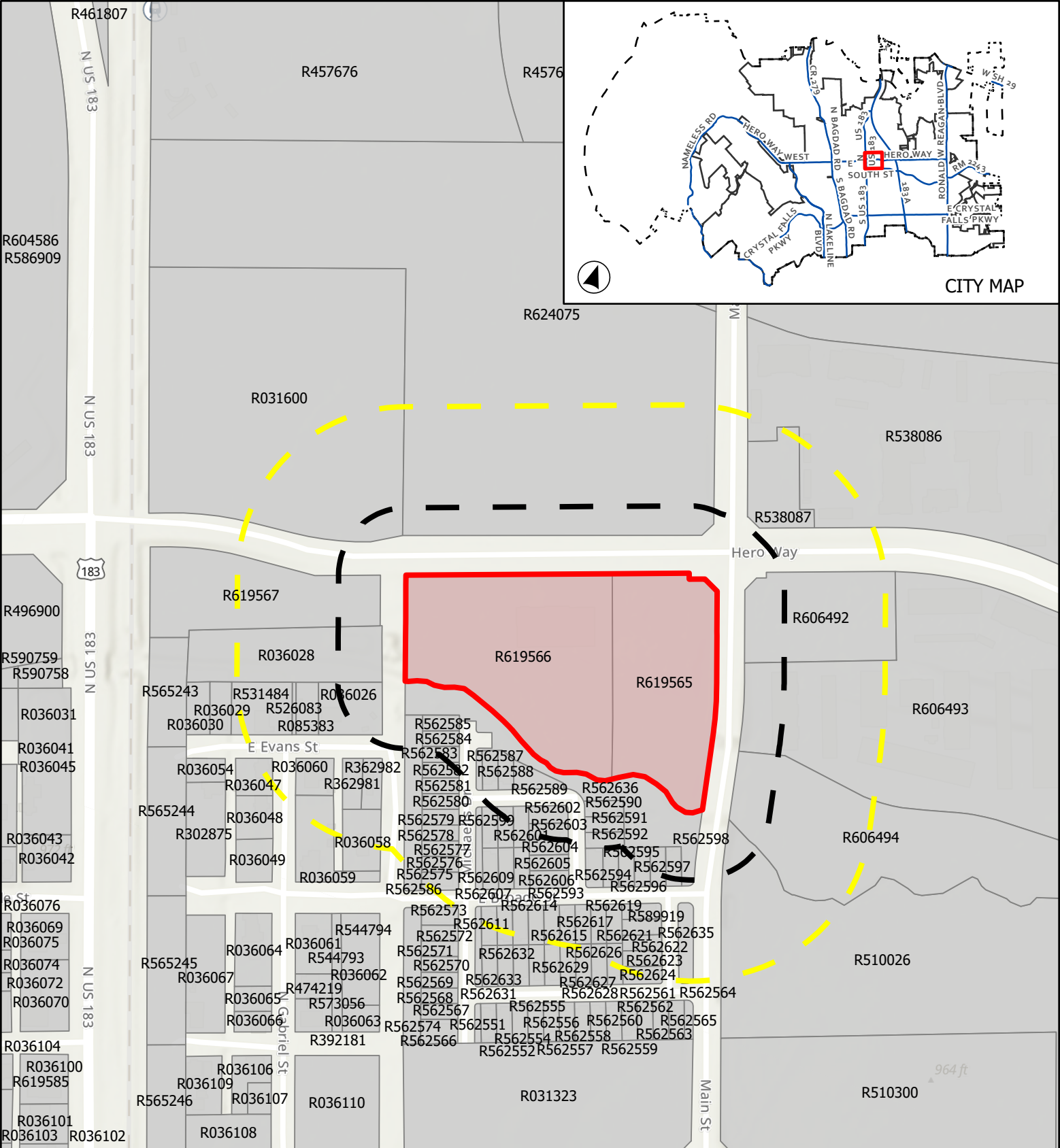
Arterial 6 Lane, Existing

Collector, Existing

Collector, Proposed

Page 256 of 303

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



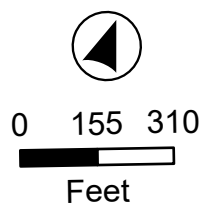
CASE: Z-24-0106

ATTACHMENT 4

HERO WAY & MAIN ST
MEDICAL OFFICE PUD

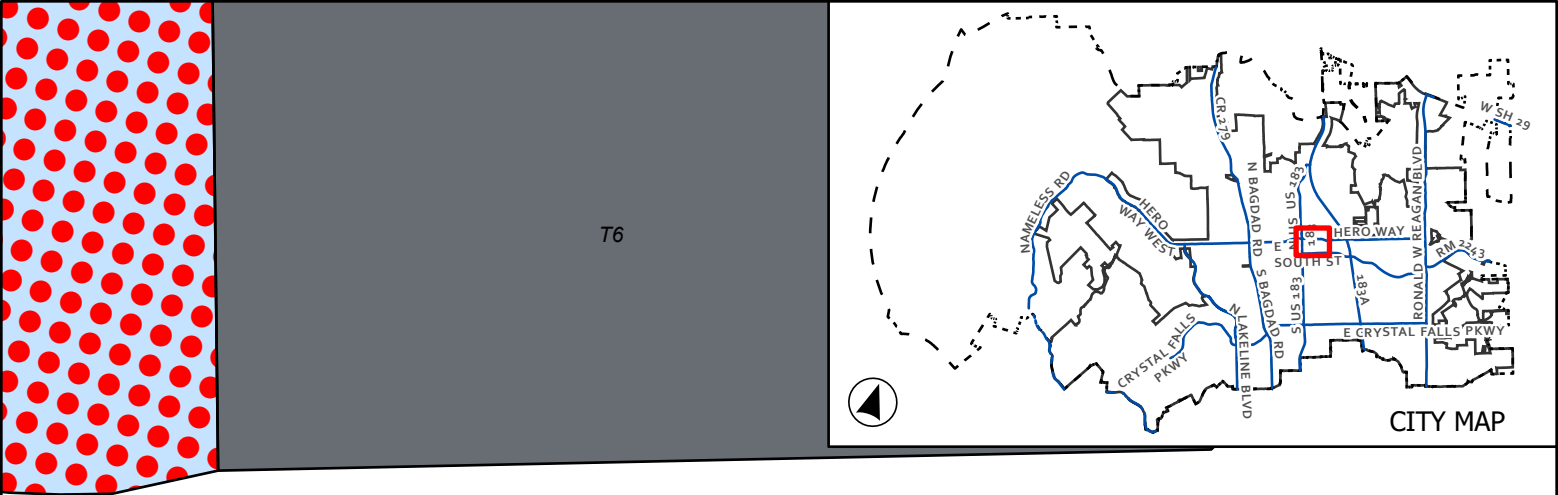
Public Notification

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



- City Limits
- ETJ Boundary
- Subject Boundary
- Notification Buffer
- 200'
- 300'

Notification Buffer

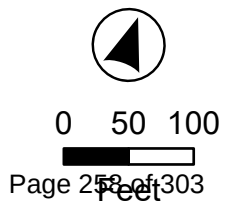


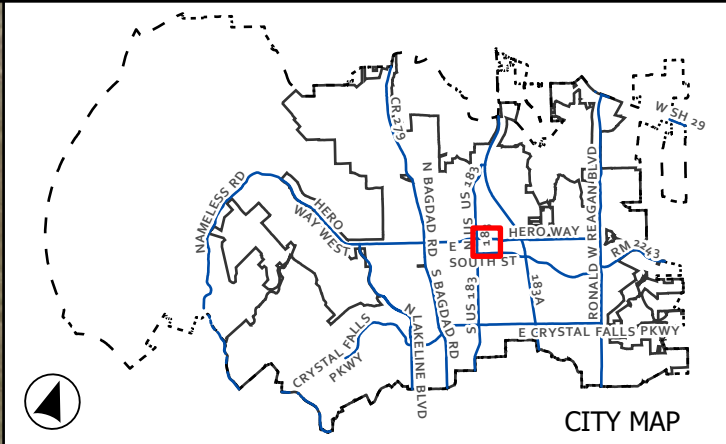
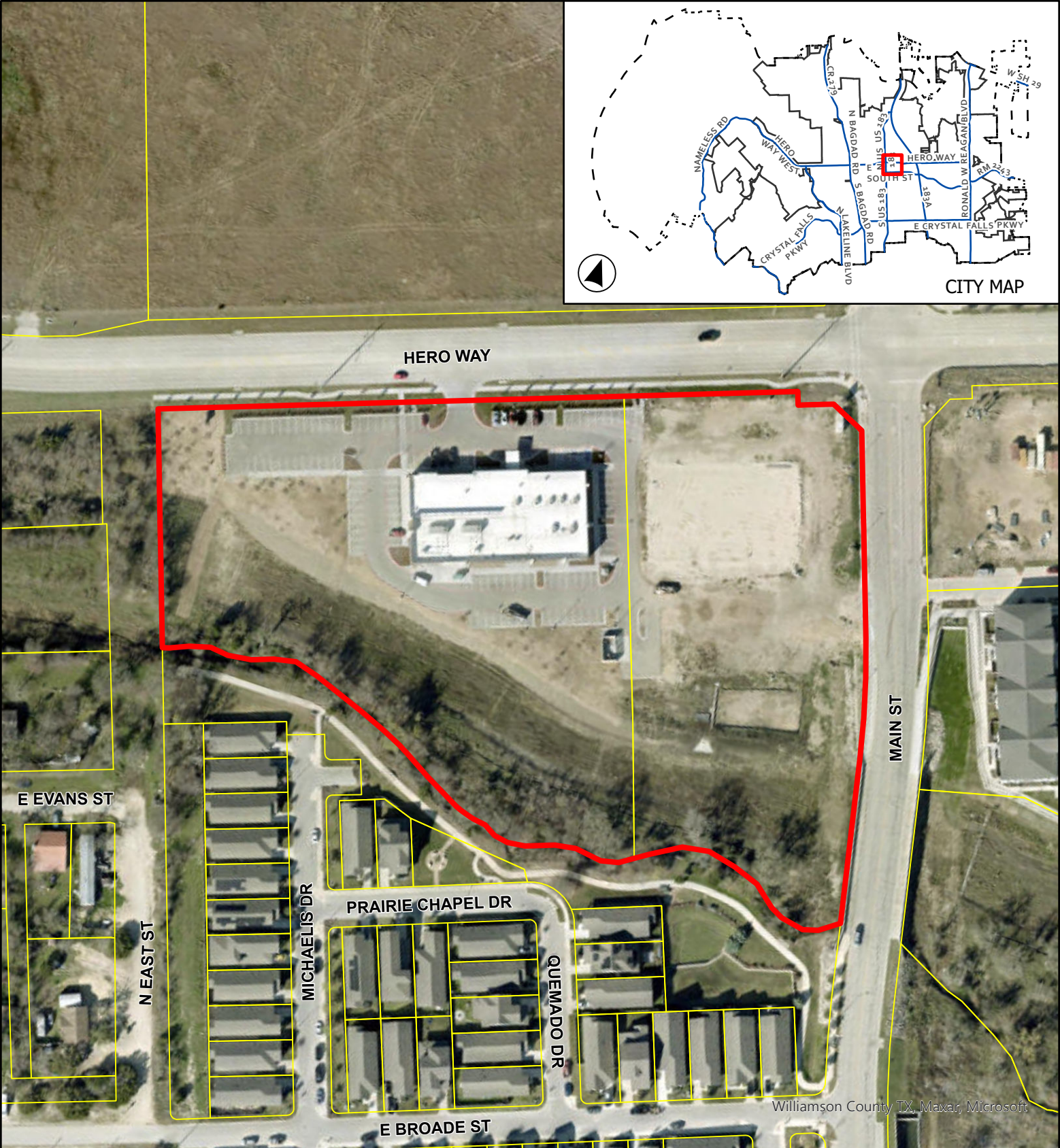
CASE: Z-24-0106 ATTACHMENT 5 HERO WAY & MAIN ST MEDICAL OFFICE PUD

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
- GC - General Commercial
- PUD - Local Commercial
- PUD - General Commercial
- OS - Open Space
- S2 - Station Sector
- T4 - General Urban
- T5 - Urban Center
- T6 - Urban Core





CITY MAP

Williamson County TX, Maxar, Microsoft

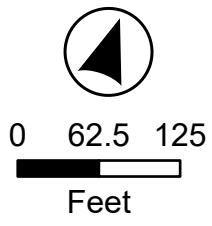
CASE: Z-24-0106

ATTACHMENT 6

HERO WAY & MAIN ST
MEDICAL OFFICE 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

Hero Way & Main Street Medical Center Offices Planned Unit Development Amendment #1

A. Purpose and Intent

1. The Hero Way & Main Street Medical Offices PUD is comprised of approximately 8.0822 acres as shown in **Exhibit B**. The development of this property includes local commercial uses as well as hospitals and other medical facilities, restaurants, and liquor stores.

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 district has been selected from the Leander Composite Zoning Ordinance.

LC 2-A (Local Commercial)

C. Conceptual Site Layout and Land Use Plan

1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, **Exhibit C**, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

D. Allowable / Prohibited Uses

1. The allowable uses shall all uses permitted in the LC use component with the addition of the following:
 - a. Hospitals and other major medical facilities, and
 - b. Liquor stores.

E. Development Standards

1. The liquor store shall be a minimum of 10,000 square feet.



(PAGE 1 OF 6)

EXHIBIT “_B_”
LEGAL DESCRIPTION

FIELDNOTES to that certain 8.083 acre tract situated in the Talbot Chambers Survey, Abstract No. 125, and the Elijah D. Harmon Survey, Abstract No. 6, City of Leander, Williamson County, Texas, being a portion of the tract described as 94.24 acres in a Special Warranty Deed to Transit Village Investments, LTD., a Texas limited partnership, recorded under Instrument Number 2006112794, of the Official Public Records of Williamson County, Texas; the subject tract, surveyed by JPH Land Surveying, Inc., is more particularly described as follows:

BEGINNING at a 1/2" capped rebar stamped "4WARD BOUNDARY" found in the interior of said 94.24 acres tract at a corner in the westerly right-of-way line of Mel Mathis Avenue (a 80-feet wide right-of-way per Instrument Number 2011038293, of the Official Public Records of Williamson County, Texas);

THENCE along the west right-of-way line of said Mel Mathis Boulevard, the following bearings and distances:

1. SOUTH 21° 08' 04" EAST a distance of 234.42 feet to a 1/2" capped rebar stamped "4WARD BOUNDARY" found at the beginning of a curve to the right (concave southwest) having a radius of 999.00 feet and a chord which bears SOUTH 17° 12' 00" EAST a distance of 137.09 feet;
2. Along said curve to the right an arc distance of 137.20 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set;
3. SOUTH 13° 15' 56" EAST a distance of 187.90 feet to the northeast corner of Lot 1, Block O, Village at Leander Station, Phase 1 & 3, an addition to the City of Leander, Williamson County, Texas, recorded under Instrument Number 2017071690, of the Official Public Records of Williamson County, Texas;

THENCE along the north line of said Lot 1, the following bearings and distances:

1. SOUTH 52° 34' 20" WEST, a distance of 26.32 feet;
2. SOUTH 72° 26' 19" WEST, a distance of 17.98 feet;
3. NORTH 80° 13' 03" WEST, a distance of 27.02 feet;
4. NORTH 65° 00' 38" WEST, a distance of 15.86 feet;

Dallas-Fort Worth
785 Lonesome Dove Trail
Hurst, Texas 76054
(817)431-4971
Firm #10019500

Austin
1516 E. Palm Valley Blvd., Ste. A4
Round Rock, Texas 78664
(512)778-5688
Firm #10194073

West Texas
426 Graham St
Tuscola, Texas 79562
(325)672-7420
Firm #10193867

WWW.JPHLANDSURVEYING.COM

5. NORTH 51° 49' 14" WEST, a distance of 31.86 feet;
6. NORTH 72° 26' 23" WEST, a distance of 31.41 feet;
7. NORTH 78° 50' 51" WEST, a distance of 34.29 feet;
8. SOUTH 79° 11' 36" WEST, a distance of 30.65 feet;
9. SOUTH 57° 36' 51" WEST, a distance of 37.81 feet;
10. SOUTH 55° 03' 16" WEST, a distance of 36.20 feet;
11. SOUTH 75° 28' 41" WEST, a distance of 20.66 feet;
12. NORTH 83° 30' 20" WEST, a distance of 31.24 feet;
13. SOUTH 79° 03' 58" WEST, a distance of 24.12 feet;
14. SOUTH 68° 21' 11" WEST, a distance of 17.29 feet;
15. SOUTH 68° 21' 11" WEST, a distance of 16.65 feet;
16. SOUTH 81° 04' 38" WEST, a distance of 20.36 feet;
17. NORTH 81° 04' 04" WEST, a distance of 16.37 feet;
18. NORTH 61° 44' 53" WEST, a distance of 15.91 feet;
19. NORTH 83° 02' 12" WEST, a distance of 16.05 feet;
20. NORTH 74° 24' 44" WEST, a distance of 20.11 feet;
21. NORTH 63° 55' 15" WEST, a distance of 19.04 feet;
22. NORTH 64° 09' 27" WEST, a distance of 31.28 feet;
23. NORTH 61° 39' 12" WEST, a distance of 46.83 feet;
24. NORTH 66° 38' 49" WEST, a distance of 24.46 feet;
25. NORTH 69° 34' 58" WEST, a distance of 35.37 feet;
26. NORTH 71° 37' 00" WEST, a distance of 62.74 feet;
27. NORTH 75° 48' 34" WEST, a distance of 28.44 feet;
28. SOUTH 77° 05' 57" WEST, a distance of 25.27 feet;
29. SOUTH 68° 21' 11" WEST, a distance of 25.62 feet;
30. SOUTH 80° 44' 01" WEST, a distance of 26.89 feet;
31. NORTH 85° 04' 55" WEST, a distance of 21.48 feet;
32. SOUTH 72° 52' 01" WEST, a distance of 24.42 feet;
33. SOUTH 65° 04' 57" WEST, a distance of 22.46 feet;
34. SOUTH 72° 20' 38" WEST, a distance of 7.98 feet to a point in the east right-of-way line of East Street (a 55-feet wide right-of-way per Cabinet 33, Slide 546, Plat Records of Williamson County, Texas;

Dallas-Fort Worth
785 Lonesome Dove Trail
Hurst, Texas 76054
(817)431-4971
Firm #10019500

Austin
1516 E. Palm Valley Blvd., Ste. A4
Round Rock, Texas 78664
(512)778-5688
Firm #10194073

West Texas
426 Graham St
Tuscola, Texas 79562
(325)672-7420
Firm #10193867

WWW.JPHLANDSURVEYING.COM

THENCE NORTH 21° 00' 49" WEST in part along the east right-of-way line of said East Street, at a distance of 142.74 feet pass a 1/2 inch rebar found in the northerly terminus of said East Street, and continuing for an overall distance of 270.36 feet to a 1/2" capped rebar stamped "4WARD BOUNDARY" found in the south right-of-way line of Hero Way (a 110' right-of-way per Instrument Number 2009017324, of the Official Public Records of Williamson County, Texas;

THENCE NORTH 68° 26' 22" EAST along the south right-of-way line of said Hero Way, a distance of 724.41 feet to a 1/2" capped rebar stamped "4WARD BOUNDARY" found at the intersection of the south right-of-way line of said Hero Way and the west right-of-way line of said Mel Mathis Avenue;

THENCE along the west right-of-way line of said Mel Mathis Avenue, the following bearings and distances:

1. SOUTH 21° 33' 38" EAST, a distance of 15.38 feet to a 1/2" capped rebar stamped "4WARD BOUNDARY" found;
2. NORTH 68° 26' 22" EAST, a distance of 40.23 feet to a 1/2" capped rebar stamped "BAKER AICKLEN & ASSOCIATES" found;

THENCE SOUTH 66° 32' 39" EAST, a distance of 43.73 feet to the **POINT OF BEGINNING**, enclosing 8.083 acres (±352,079 square feet) of land.

The bearings described herein are Texas State Plane Grid bearings (Texas Central Zone, NAD83)

Cole Strevey
Registered Professional
Land Surveyor No. 6731
cole@jphls.com
November 25, 2020



Dallas-Fort Worth
785 Lonesome Dove Trail
Hurst, Texas 76054
(817)431-4971
Firm #10019500

Austin
1516 E. Palm Valley Blvd., Ste. A4
Round Rock, Texas 78664
(512)778-5688
Firm #10194073

West Texas
426 Graham St
Tuscola, Texas 79562
(325)672-7420
Firm #10193867

WWW.JPHLANDSURVEYING.COM

EXHIBIT " "

PAGE 4 OF 6

1/2" REI
"4WAR"

PORTION OF
TRANSIT VILLAGE INVESTMENTS, LTD.,
A TEXAS LIMITED PARTNERSHIP
INST.# 2006112794
O.P.R.W.C.T.

HERO WAY
110' RIGHT-OF-WAY
INST.# 2009017324, O.P.R.W.C.T.

SHEET 4
SHEET 5

1/2" REBAR
"4WARD BOUNDARY"

PORTION OF
TRANSIT VILLAGE
INVESTMENTS, LTD., A
TEXAS LIMITED
PARTNERSHIP
INST.# 2006112794
O.P.R.W.C.T.

1/2" REBAR

N21°00'49"W
270.36'

142.74'

EAST STREET
55' RIGHT-OF-WAY
CABINET 33, SEIDE 546, P.R.W.C.T.

APPROXIMATE
SURVEY LINE

8.083 ACRES
±352,079 S.F.

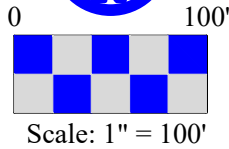
PORTION OF
TRANSIT VILLAGE INVESTMENTS, LTD.,
A TEXAS LIMITED PARTNERSHIP
(CALLED TRACT NO. 3 - 94.24 ACRES)
INST.# 2006112794
O.P.R.W.C.T.

TALBOT
ELIJAH

MATCH LINE

LOT 1, BLOCK O
VILLAGE AT LEANDER STATION, PHASE 1 & 3
INST.# 2017071690, O.P.R.W.C.T.

L16
L17
L18
L19
L20
L21
L22
L23
L24
L25
L26
L27
L28
L29
L30
L31
L32
L33
L34



Scale: 1" = 100'

EXHIBIT SHOWING
8.083 ACRES
SITUATED IN THE
TALBOT CHAMBERS SURVEY
ABSTRACT NO. 125
AND
ELIJAH D. HARMON SURVEY
ABSTRACT NO. 6

CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

JPH Job No.
2020.157.002 SWC Hero Way & Main St, Leander,
Williamson Co, TX-EXHIBIT.dwg
© 2020 JPH Land Surveying, Inc. - All Rights Reserved
1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPELS Firm #10019500 #10194073 #10193867

EXHIBIT " "

PAGE 5 OF 6

HERO WAY
110' RIGHT-OF-WAY
INST.# 2009017324, O.P.R.W.C.T.
N68°26'22"E 724.41'

SHEET 4
SHEET 5

1/2" REBAR
"4WARD BOUNDARY"

1/2" REBAR
"BAKER AICKLEN
& ASSOCIATES"

L35

1/2" REBAR
"4WARD BOUNDARY"

L36

P.O.B.

S21°08'04"E 234.42'

MEL MATHIS AVENUE
80' RIGHT-OF-WAY
INST.# 2011038293, O.P.R.W.C.T.

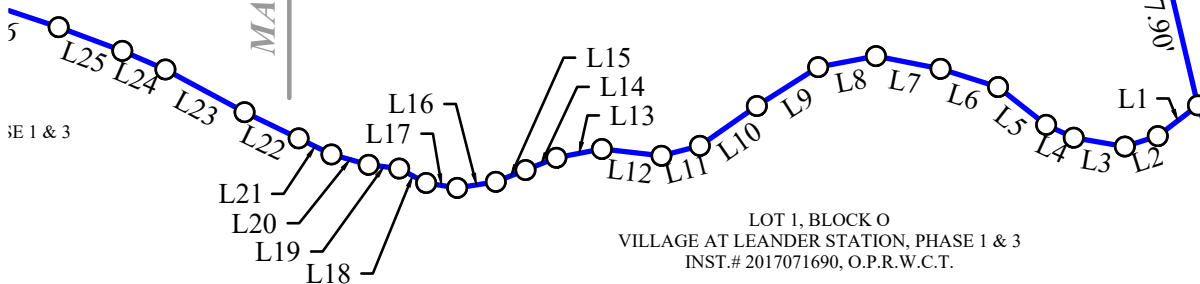
APPROXIMATE
SURVEY LINE

8.083 ACRES
±352,079 S.F.

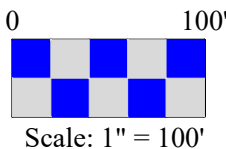
PORTION OF
TRANSIT VILLAGE INVESTMENTS, LTD.,
A TEXAS LIMITED PARTNERSHIP
(CALLED TRACT NO. 3 - 94.24 ACRES)
INST.# 2006112794
O.P.R.W.C.T.

TALBOT CHAMBERS SURVEY - ABSTRACT NO. 125
ELIJAH D. HARMON SURVEY - ABSTRACT NO. 6

MATCH LINE



LOT 1, BLOCK O
VILLAGE AT LEANDER STATION, PHASE 1 & 3
INST.# 2017071690, O.P.R.W.C.T.



**EXHIBIT SHOWING
8.083 ACRES**
SITUATED IN THE
**TALBOT CHAMBERS SURVEY
ABSTRACT NO. 125**
AND
**ELIJAH D. HARMON SURVEY
ABSTRACT NO. 6**

CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

JPH Job No.
2020.157.002 SWC Hero Way & Main St, Leander,
Williamson Co, TX-EXHIBIT.dwg
© 2020 JPH Land Surveying, Inc. - All Rights Reserved
1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPELS Firm #10019500 #10194073 #10193867

EXHIBIT " "

PAGE 6 OF 6

Line Data Table		
Line #	Bearing	Distance
L1	S52°34'20"W	26.32'
L2	S72°26'19"W	17.98'
L3	N80°13'03"W	27.02'
L4	N65°00'38"W	15.86'
L5	N51°49'14"W	31.86'
L6	N72°26'23"W	31.41'
L7	N78°50'51"W	34.29'
L8	S79°11'36"W	30.65'
L9	S57°36'51"W	37.81'
L10	S55°03'16"W	36.20'
L11	S75°28'41"W	20.66'
L12	N83°30'20"W	31.24'
L13	S79°03'58"W	24.12'
L14	S68°21'11"W	17.29'
L15	S68°21'11"W	16.65'
L16	S81°04'38"W	20.36'
L17	N81°04'04"W	16.37'
L18	N61°44'53"W	15.91'
L19	N83°02'12"W	16.05'

Line Data Table		
Line #	Bearing	Distance
L20	N74°24'44"W	20.11'
L21	N63°55'15"W	19.04'
L22	N64°09'27"W	31.28'
L23	N61°39'12"W	46.83'
L24	N66°38'49"W	24.46'
L25	N69°34'58"W	35.37'
L26	N71°37'00"W	62.74'
L27	N75°48'34"W	28.44'
L28	S77°05'57"W	25.27'
L29	S68°21'11"W	25.62'
L30	S80°44'01"W	26.89'
L31	N85°04'55"W	21.48'
L32	S72°52'01"W	24.42'
L33	S65°04'57"W	22.46'
L34	S72°20'38"W	7.98'
L35	S21°33'38"E	15.38'
L36	N68°26'22"E	40.23'
L37	S66°32'39"E	43.73'

Curve Data Table					
Curve #	Arc	Radius	Delta	Chord Bearing	Chord
C1	137.20'	999.00'	007°52'07"	S17°12'00"E	137.09'



JPH Job No.
2020.157.002 SWC Hero Way & Main St, Leander,
Williamson Co, TX-EXHIBIT.dwg
© 2020 JPH Land Surveying, Inc. - All Rights Reserved
1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPELS Firm #10019500 #10194073 #10193867

SURVEYOR'S NOTES:

1. Field work was completed on October 20, 2020
2. Fieldnotes accompany this exhibit.

MONUMENTS / BEARING BASIS

CRS © 1/2" rebar stamped "JPH Land Surveying" set
Monuments found are as noted.
Bearings are based on Grid North,
Texas Coordinate System of 1983, Central Zone

LEGEND OF ABBREVIATIONS

P.R.W.C.T. Plat Records of Williamson Co., TX
O.P.R.W.C.T. Official Public Records of Williamson Co., TX
D.R.W.C.T. Deed Records of Williamson Co., TX
POB Point of Beginning

Cole Strevey
Registered Professional
Land Surveyor No. 6731
cole@jphls.com
November 25, 2020

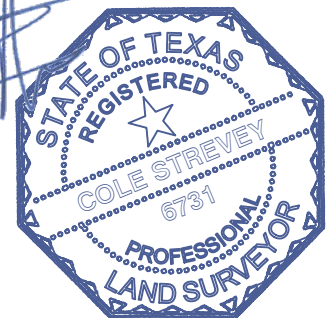
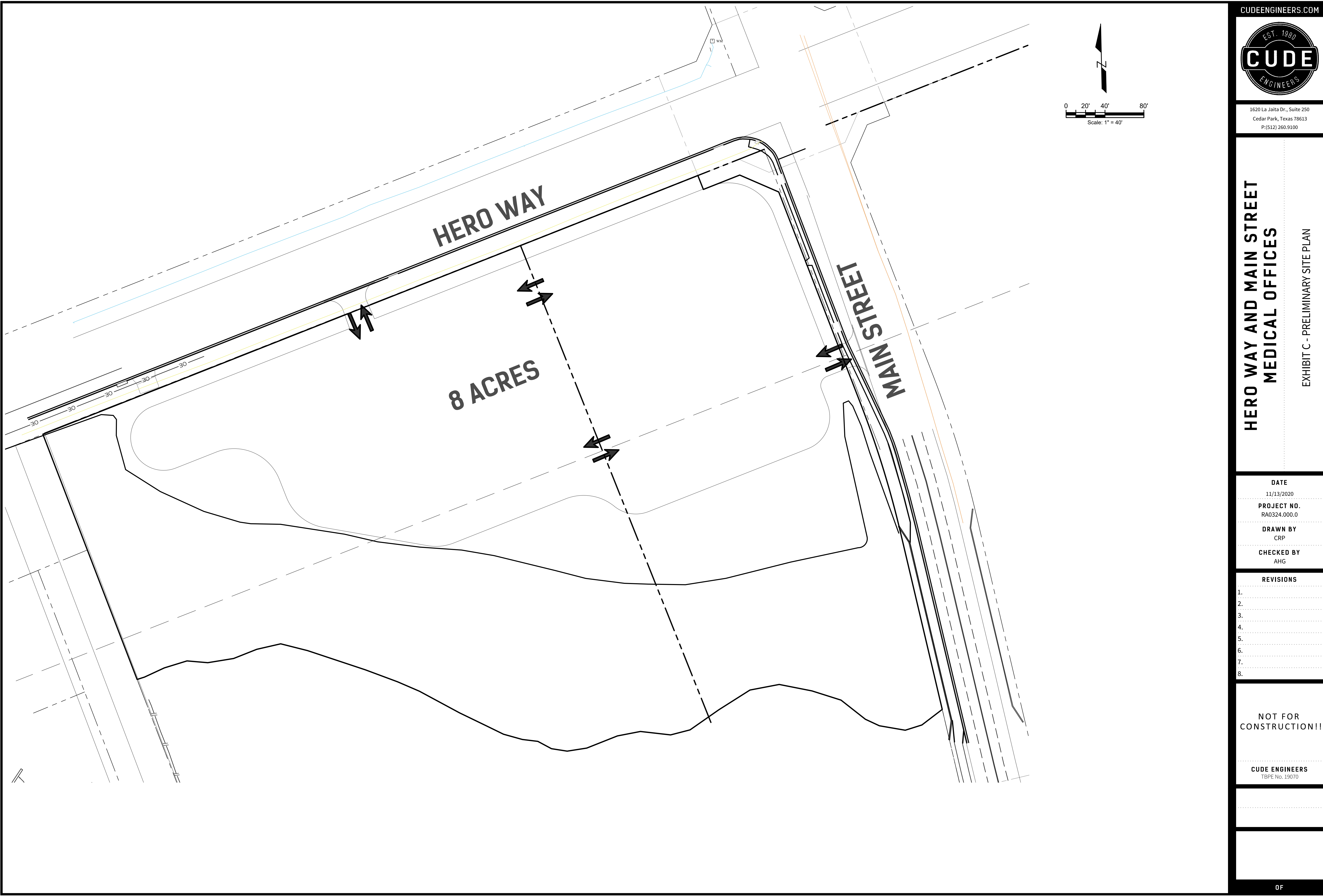


EXHIBIT SHOWING
8.083 ACRES
SITUATED IN THE
TALBOT CHAMBERS SURVEY
ABSTRACT NO. 125
AND
ELIJAH D. HARMON SURVEY
ABSTRACT NO. 6
CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS



HERO WAY AND MAIN STREET
MEDICAL OFFICES

EXHIBIT C - PRELIMINARY SITE PLAN

DATE	11/13/2020
PROJECT NO.	RA0324.000.0
DRAWN BY	CRP
CHECKED BY	AHG

REVISIONS
1.
2.
3.
4.
5.
6.
7.
8.

NOT FOR
CONSTRUCTION!!



January 2, 2024

City of Leander

Re: Hero Way and Main Street – PUD Amendment

The proposed PUD Amendment for Hero Way & Main St Medical Office PUD Zoning Ordinance 21-004-00 is to add the GC-2-A Zoning designation to the PUD. No other major proposed changes are included with the Amendment.

If you have any questions, please contact Baeza Engineering, PLLC at (512) 400-4207, sal@baezaengineering.com.

Sincerely,

A handwritten signature in blue ink that reads "Salvador BAEZA".

Salvador Baeza, PE, LI, LEED AP
Baeza Engineering, PLLC
TBPE FIRM No. 19569

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.

Neighborhood outreach was done through walking door-to-door at the nearby residential homes shown in the attached exhibit by Paulina Reyes with the attached letter with zoning exhibit. The residential homes where the property owners were home and reviewed the re-zoning materials are marked in the attached exhibit with the check marks. Property owners not home or who did not answer, and out of town individuals and entities were mailed the letter and zoning exhibit for notification.

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.

See attached exhibit that was used to canvas the neighboring properties and generate the mailing documents for neighborhood outreach.

3. What concerns were raised during these communications?

Most residents that engaged the in-person outreach wanted to know what business names were going to be opening up at the location. We let them know that we couldn't provide names as it was not finalized but the use would be a drive thru vendor for coffee/food and a liquor store/market store. Follow up questions included if it would be a bar establishment and we responded that only uses in the proposed GC-2-A zoning could be developed with City approval.

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

Follow up questions included if it would be a bar establishment and we responded that only uses in the proposed GC-2-A zoning could be developed with City approval.

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

Signature: Samantha Reyes Date 02/28/2024



February 27, 2024

Re: Application for Rezoning and Future Land Use Map Revision – 3.291 acres located at **1441 Hero Way, Leander, Texas 78641**.

Dear Neighbor,

You are receiving this letter because you are within 500 feet of our project property, which we are proposing to be rezoned for our future commercial development. The property is located on the corner of Hero Way & Main Street. For further reference on the location refer to the location map attached to the back of this letter. Property Parcel ID: R619566 is currently zoned Local Commercial (LC-2-A), and Property Parcel ID: R619565 is requesting a zoning change to General Commercial (GC-2-A). The purpose of the zoning change on the property is to allow the development of a Drive Thru Coffee Shop and a Liquor Store.

We anticipate the first public hearing for our project at the City's P&Z Meeting which can be attended at the location:

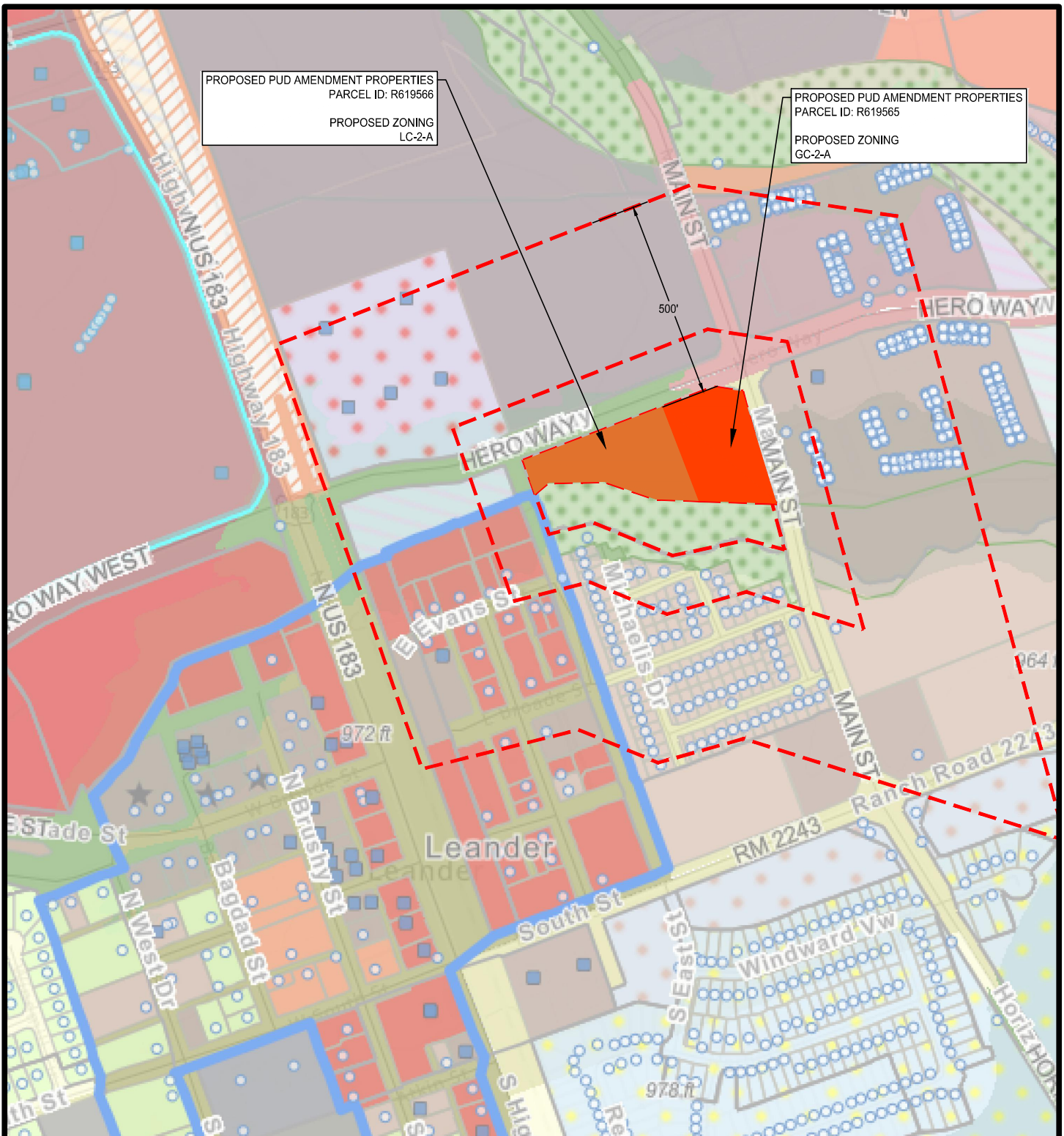
Planning & Zoning Commission Meetings
March 14 at 6 pm
The 2nd and 4th Thursday of each month
Pat Bryson Municipal Hall - Council Chambers
201 N Brushy Street
Leander, TX 78641

If you have any questions, please contact Baeza Engineering, PLLC at (512) 400-4207 and Paulina Reyes paulina@baezaengineering.com.

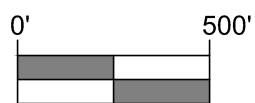
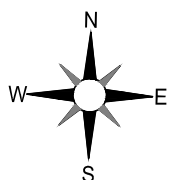
Sincerely,

A handwritten signature in blue ink that reads "Salvador Baeza".

Salvador Baeza, PE, LI, LEED AP
Baeza Engineering, PLLC
TBPE FIRM No. 19569



CITY OF LEANDER - ZONING MAP



SCALE : 1 " = 500'



**BAEZA
ENGINEERING**

CIVIL ENGINEERING | PROJECT MANAGEMENT
1823 FORTVIEW ROAD #105, AUSTIN, TEXAS 78704
OFFICE: (512) 400-4207
TBPE FIRM REGISTRATION F-19569

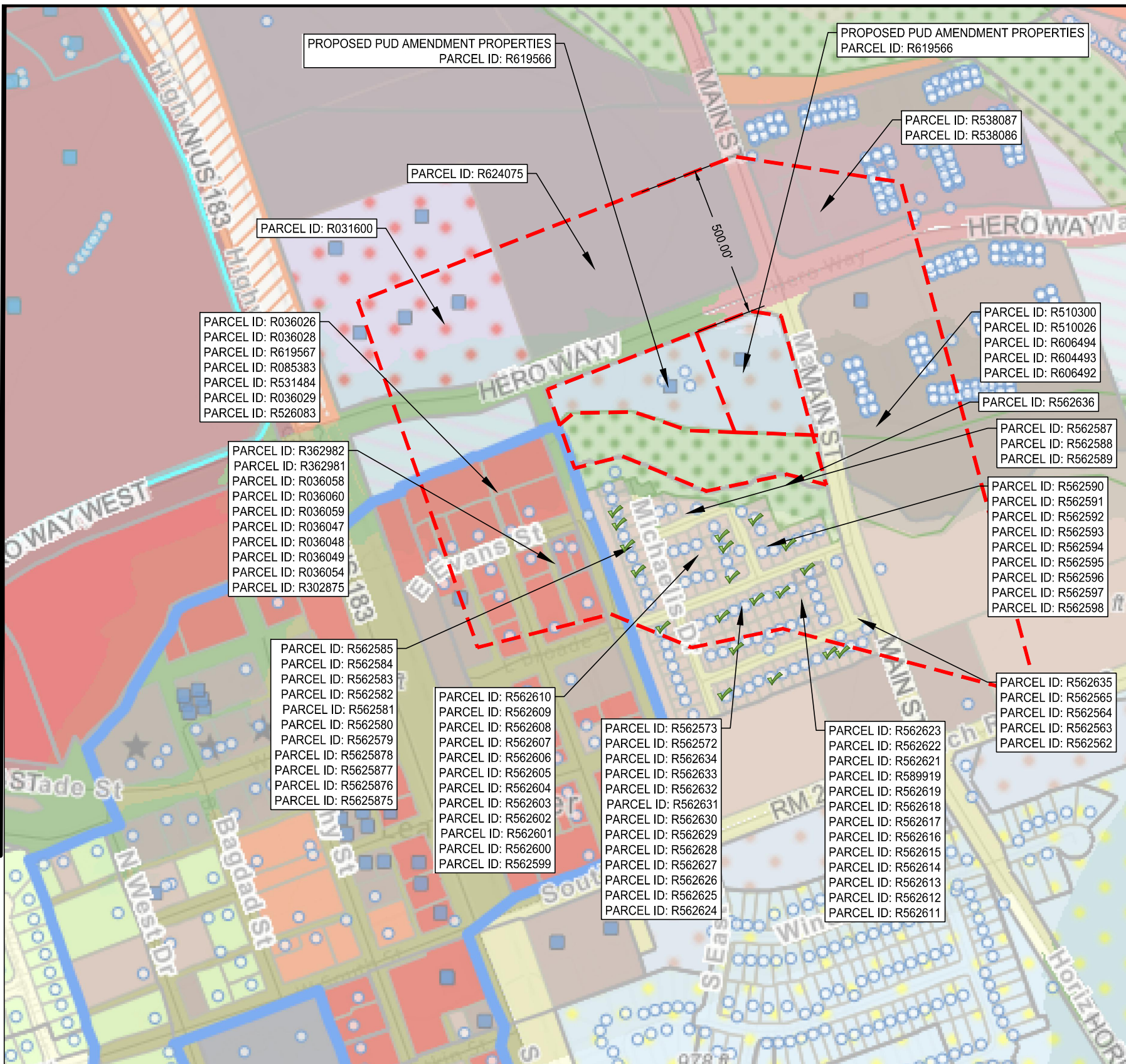
DESIGN: SB

CHECK SB

DATE: 02/05/2024

PROJECT 23017 HERO WAY

SHEET 03 OF 04



TAX PARCEL: R624075 LC LEANDER LLC 230 WEST ST #STE 200 COLUMBUS, OH 43215 TAX PARCEL: R031600 LEANDER SQUARE LP 4800 SUGAR GROVE BLVD #STE 315 STAFFORD, TX 77477 TAX PARCEL: R036028 KRONKOSKY, MARK A & CYNTHIA A 4 CHILLOCCO TRACE CHEROKEE VILLAGE, AR 72529 TAX PARCEL: R036026 GOBER, DARVIN (LE) & AUDREY (LE) 1106 BRAZOS ST APT 904 MARBLE FALLS, TX 78654 TAX PARCEL: R562585 CHOWHAN, KULDEEP & VENKATA SUMA DEEPIKA KAMBHAMPATY 313 MICHAELIS DR, LEANDER, TX 78641 TAX PARCEL: R562584 AVIRENI, DIVYA & LOHIT KUMAR RANGINENI 309 MICHAELIS DR, LEANDER, TX 78641 TAX PARCEL: R562583 LABAY, KEITH R & PAIGE M 305 MICHAELIS DR, LEANDER, TX 78641 TAX PARCEL: R562587 SMITH, LINDA (TOD) 241 PRAIRIE CHAPEL DR, LEANDER, TX 78641 TAX PARCEL: R562588 PETERSON, AMANDA 245 PRAIRIE CHAPEL DR, LEANDER, TX 78641 TAX PARCEL: R562589 VILLAGE AT LEANDER STATION HOMEOWNERS ASSOCIATION INC 305 PRAIRIE CHAPEL DR, LEANDER, TX 78641 TAX PARCEL: R562599 WEBB, CHRISTOPHER R & TARA L 240 PRAIRIE CHAPEL DR LEANDER, TX 78641 TAX PARCEL: R562600 COMMUNITY NATIONAL BANK CUST FBO GHAIYUR AFTAB QURAISHI IRA 8444445 225 MAIN ST SENECA, KS 66538 TAX PARCEL: R562601 WANG, DANIELLE WOOLCOTT 200 SCENIC HILLS CIR GEORGETOWN, TX 78628 TAX PARCEL ID: R562580 ROBBINS, JEFFREY & HEATHER LEDESMA-ROBBINS 245 MICHAELIS DR LEANDER, TX 78641 TAX PARCEL ID: R562579 MCCLURE, MATTHEW B 241 MICHAELIS DR LEANDER, TX 78641 TAX PARCEL ID: R562578 PATEL, KRISHNA J & DHARMESH 10630 IVALENES HOPE DR AUSTIN, TX 78717 TAX PARCEL ID: R562577 RICKRIM, BRANDON C 233 MICHAELIS DR LEANDER, TX 78641 TAX PARCEL ID: R56256 KOHIL, AASTHA & AYUSH GARG 229 MICHAELIS DR LEANDER, TX 78641 TAX PARCEL ID: R562575 DESAI, SHRENIK R 225 MICHAELIS DR LEANDER, TX 78641 TAX PARCEL ID: R562610 VILLAGE AT LEANDER STATION HOMEOWNERS ASSOCIATION INC 11419 RESEARCH BLVD #STE 100 AUSTIN, TX 78759 TAX PARCEL ID: R562609 HORTON, J CADE & JACKIE D 5012 LITTLE VALLEY RD LEANDER, TX 78641 TAX PARCEL ID: R562608 SAUNDERS, BELINDA A & ALEJANDRO R ALEMAN 245 E BROADE ST LEANDER, TX 78641 TAX PARCEL ID: R562607 LAHR, MICHAEL E JR & CHELSEA TURNER 301 E BROADE ST LEANDER, TX 78641 TAX PARCEL ID: R562606 MUNOZ, JUAN CARLOS, JR 225 QUEMADO DR LEANDER, TX 78641 TAX PARCEL ID: R562605 STOUT, CELIA 229 QUEMADO DR LEANDER, TX 78641 TAX PARCEL ID: 562573 AGARWAL, SOMYA & SWATI 45 EDDINGTOWN LN MONROE, NJ 08831 TAX PARCEL ID: R562572 AMBASSADOR DEVELOPMENT LLC PO BOX 9735 RANCHO SANTA FE, CA 92067 TAX PARCEL ID: R562634 VILLAGE AT LEANDER STATION HOMEOWNERS ASSOCIATION INC 11419 RESEARCH BLVD #STE 100 AUSTIN, TX 78759	TAX PARCEL: R562602 KAROUTSOS, GEORGE J & HEATHER M MOORHEAD 241 QUEMADO DR, LEANDER, TX 78641 TAX PARCEL: R562603 GUERRA, JASEN & PRISCILLA E 237 QUEMADO DR, LEANDER, TX 78641 TAX PARCEL: R562604 SHEN, XIAOHAN 1959 NEVETS LN SAN JOSE, CA 95133 TAX PARCEL: R562590 MCLOUD, DALE E & NORMA A 244 QUEMADO DR, LEANDER, TX 78641 TAX PARCEL: R562591 OLLMANN, GRANT & BRIDGETT WESTRA & SHERRI SPILLAR (RS) 240 QUEMADO DR, LEANDER, TX 78641 TAX PARCEL: R562592 BALASE, LEO N & MERCIA P 236 QUEMADO DR, LEANDER, TX 78641 TAX PARCEL: R562598 PACELLA, JOSEPH D & CHRISTY 341 E BROADE ST, LEANDER, TX 78641 TAX PARCEL: R562636 VILLAGE AT LEANDER STATION HOMEOWNERS ASSOCIATION INC 11419 RESEARCH BLVD #STE 100 AUSTIN, TX 78759 TAX PARCEL: R606494 CITY OF LEANDER WOOD ALTA LEANDER STATION LLC 251 LITTLE FALLS DR WILMINGTON, DE 19808 TAX PARCEL: R606493 PRE LEANDER PROPCO LLC 515 CONGRESS AVE 10TH FLOOR SUITE 1000 AUSTIN, TX 78701 TAX PARCEL: R606492 TRANSIT VILLAGE INVESTMENTS LTD 2215 WESTLAKE DR #STE 300 AUSTIN, TX 78746 TAX PARCEL: R538086 HERO WAY TRUST 7887 SAN FELIPE ST STE 237 HOUSTON, TX 77063 TAX PARCEL: R538087 TRANSIT VILLAGE INVESTMENTS LTD 2215 WESTLAKE DR #STE 300 AUSTIN, TX 78746 TAX PARCEL ID: R619567 CITY OF LEANDER, TEXAS TX 78759 TAX PARCEL ID: R562633 CASSELBERRY, JEREMY R 241 LA ESCALERA DR LEANDER, TX 78641 TAX PARCEL ID: R562632 KIELY, SARAH P 245 LA ESCALERA DR LEANDER, TX 78641 TAX PARCEL ID: R562631 PANDEY, KRISHNA KUMAR & REETA 209 AUDIE WILKINSON CIR LEANDER, TX 78641 TAX PARCEL ID: R562630 WENSEL, SANDRA LYNN 305 LA ESCALERA DR LEANDER, TX 78641 TAX PARCEL ID: R562629 CAMARGO, ALEJANDRO & JESSICA M 309 LA ESCALERA DR LEANDER, TX 78641 TAX PARCEL ID: R562628 BETTIS, EZRA L & TERRI S 313 LA ESCALERA DR LEANDER, TX 78641 TAX PARCEL ID: R562627 NAVARRO, BERNARDO B 317 LA ESCALERA DR LEANDER, TX 78641 TAX PARCEL ID: R562626 SMITH, ANUSILIA 340 LA ESCALERA DR LEANDER, TX 78641 TAX PARCEL ID: R562625 HIGGINS, HANNAH M 325 LA ESCALERA DR LEANDER, TX 78641 TAX PARCEL ID: R562624 WOOTEN, SEEMA V 205 PITCHFORK DR LEANDER, TX 78641 TAX PARCEL ID: R562623 YADAV, JAGDISH 16005 MICKEY DR AUSTIN, TX 78717 TAX PARCEL ID: R562622 SMITH, ALLEN 213 PITCH FORK DR LEANDER, TX 78641 TAX PARCEL ID: R562621 HOWE, TAYLOR 217 PITCHFORK DR LEANDER, TX 78641 TAX PARCEL ID: R589919 PRADHAN, SAKET & SHALMALI 10512 CANYON VISTA WAY AUSTIN, TX 78726 TAX PARCEL ID: R562619 STAR CONDOR LLC 20405 CONDOR WAY PFLUGERVILLE, TX 78660	CITY SECRETARY P O BOX 319 LEANDER, TX 78646 TAX PARCEL ID: R085383 MILLER, KATHIE 201 E EVANS ST LEANDER, TX 78641 TAX PARCEL ID: R513484 WINTER, KATHRYN ANN PO BOX 356 ROUND ROCK, TX 78680 TAX PARCEL ID: R036029 PRATT, STEVEN & DAWN 412 MESA GRANDE LEANDER, TX 78641 TAX PARCEL ID: R362982 JYM REAL ESTATE LLC 809 RED HAWK DR LEANDER, TX 78641 TAX PARCEL ID: R362981 LAVISH PROPERTIES LLC 3720 DACOMA ST HOUSTON, TX 77092 TAX PARCEL ID: R036058 FLORES JR, FRANCISCO 301 NORTHEAST ST LEANDER, TX 78641 TAX PARCEL ID: R036060 RODRIGUEZ, TERESA S 318 N GABRIEL ST LEANDER, TX 78641 TAX PARCEL ID: R036059 CIPTO, ANDREW 3308 SANDERLING TRL AUSTIN, TX 78746 TAX PARCEL ID: R03604 REGINALD EWING JOHNSON TRUSTEE OF THE REGINALD JOHNSON TRUST 319 N GABRIEL ST LEANDER, TX 78641 TAX PARCEL ID: R036048 LUNA, RUBEN R 311 N GABRIEL ST LEANDER, TX 78641 TAX PARCEL ID: R036049 HOLMES, BRIAN G 406 S MUSTANG AVE CEDAR PARK, TX 78613 TAX PARCEL ID: R036054 DIATT ENTERPRISES LLC 3575 FAR WEST BLVD 28355 AUSTIN, TX 78731 TAX PARCEL ID: R302875 5TH ELEMENT BREWING LLC 16701 RED WAGON LN LEANDER, TX 78641 TAX PARCEL ID: R562582 ZEBROWSKI, DANIEL J & CAROL A 301 MICHAELIS DR LEANDER, TX 78641 TAX PARCEL ID: R562618 MALIN, JAMIE L 320 E BROADE ST LEANDER, TX 78641 TAX PARCEL ID: R562617 COFFEE-ROWE, EVA 316 E BROADE ST LEANDER, TX 78641 TAX PARCEL ID: R562616 JOHNSON, ADAM B & AIMEE 312 E BROADE ST LEANDER, TX 78641 TAX PARCEL ID: R562615 ALLINGTON, ELY & KRISTIN 308 E BROADE ST LEANDER, TX 78641 TAX PARCEL ID: R562614 HANSEN, MATTHEW P & MELISSA 304 E BROADE ST LEANDER, TX 78641 TAX PARCEL ID: R562613 BOYD, COLBY 300 E BROADE ST LEANDER, TX 78641 TAX PARCEL ID: R562612 LIU, XIAO & XILIN YE 1510 WASHINGTON AVE ROLLA, MO 65401 TAX PARCEL ID: R562611 SANBORN EDWARD TODD (TOD) & GUANGYA AMY (TOD) 135 CREEK MEADOW CV LEANDER, TX 78641 TAX PARCEL ID: R562565 VILLAGE AT LEANDER STATION HOMEOWNERS ASSOCIATION INC 11419 RESEARCH BLVD #STE 100 AUSTIN, TX 78759 TAX PARCEL ID: R562564 SMITH, ANUSILIA 340 LA ESCALERA DR LEANDER, TX 78641 TAX PARCEL ID: R562563 NEWBY, JOHN T, III 336 LA ESCALERA DR LEANDER, TX 78641 TAX PARCEL ID: R562562 BRADLEY, JOHN R 332 LA ESCALERA DR LEANDER, TX 78641 TAX PARCEL ID: R562635 VILLAGE AT LEANDER STATION HOMEOWNERS ASSOCIATION INC 11419 RESEARCH BLVD #STE 100 AUSTIN, TX 78759 TAX PARCEL ID: R562593 AMADOR, JASON EDWARD 321 E BROADE ST LEANDER, TX 78641 TAX PARCEL ID: R562594 RODRIGUEZ, DIANA	TAX PARCEL ID: R562581 BRADLEY, CULLEN R 249 MICHAELIS DR LEANDER, TX 78641 325 E BROADE ST LEANDER, TX 78641 TAX PARCEL ID: R562595 LIU, JINHONG 501 HIGH LONESOME LEANDER, TX 78641 TAX PARCEL ID: R562598 PACELLA, JOSEPH D & CHRISTY 341 E BROADE ST LEANDER, TX 78641 TAX PARCEL ID: R510300 2243 HERO WAY LLC 7700 KEMPWOOD DR HOUSTON, TX 77055 TAX PARCEL ID: R510026 2243 HERO WAY LLC 7700 KEMPWOOD DR HOUSTON, TX 77055
---	---	--	--

CITY OF LEANDER - LIST OF PROPERTY OWNERS



**BAEZA
ENGINEERING**

CIVIL ENGINEERING | PROJECT MANAGEMENT
1823 FORTVIEW ROAD #105, AUSTIN, TEXAS 78704
OFFICE: (512) 400-4207
TBPE FIRM REGISTRATION F-19569

DESIGN: PR

CHECK SB

DATE: 02/15/2024

PROJECT 23017 HERO WAY

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 HERO WAY & MAIN STREET MEDICAL OFFICE PUD (PLANNED UNIT DEVELOPMENT); 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 8.0822 acres $\pm$; being more particularly described in Exhibit "B"; legally described as Lots 1 & 2, Block A of the Hero Way Medical Addition Subdivision; identified by Williamson Central Appraisal District tax identification numbers R619566 and R619565; more particularly described in Instrument Numbers 2021149879 and 2021130087; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by amending the Hero Way & Main Street Medical Office PUD (Planned Unit Development) to add additional permitted uses. 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 4th April, 2024.

FINALLY PASSED AND APPROVED on this the 18th day of April, 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, March 14, 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.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the March 7, 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 20-FP-028 regarding Talia Homes Final Plat on two parcels of land approximately 3.63 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031263 and R031264; generally located east of Hazelwood Street and Horizon Park Boulevard, Leander, Williamson County, Texas.
7. Approval of Subdivision Case PP-23-0041 regarding Hawkes Landing North Phase 3 Preliminary Plat on one (1) parcel of land approximately 37.97 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031685; generally located south of Gilmer Way and Aquila Drive, Leander, Williamson County, Texas.
8. Approval of Subdivision Case SFP-21-0006 regarding B-Twisted Acres Short Form Final Plat on one (1) parcel of land approximately 12.402 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R605507; generally located on the south side of CR 281, approximately 2,950 feet west of N. Bagdad Road, Leander, Williamson County, Texas.

9. Approval of the Subdivision and Site Development Application Forms pursuant to Article IX, Section 9 (a) (1) c. of the Composite Zoning Ordinance; Leander, Williamson & Travis Counties, Texas.
10. Approval of Minutes

Motion: To approve the consent items 6-10.

By: John Cosgrove

Seconded: James Oliver

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

No: None

Abstain: None

PUBLIC HEARING: ACTION

11. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0072 to amend the current zoning of LC-2-A (Local Commercial) to adopt the Tiger Mountain PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on one (1) parcel of land approximately 10.314 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031710; and more commonly known as 100 Mockingbird Hill, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0072 as described above.

No one spoke in favor or opposition of the request.

Motion: To approve the Zoning request Z-23-0072

By: Scott Calame

Seconded: Deirdre Moss

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

No: None

Abstain: None

12. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-24-0010 to amend the Comprehensive Plan land use category from Multi-Use Corridor (Priority) to Neighborhood Residential and consider action regarding Zoning Case Z-23-0082 to amend the current zoning of SFR-2-B (Single-Family Rural) and LC-2-B (Local Commercial) to adopt the Oakmont PUD (Planned Unit Development) with the base zoning districts of SFS-2-A (Single-Family Suburban), LC-2-A (Local Commercial) and GC-3-A (General Commercial) on six (6) parcels of land approximately 50.31 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R473796, R324593, R324592, R412990, R594957, and R594958; and to the east of the intersection of CR 274 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0010 as described above.
- Discuss and consider action regarding Zoning Case Z-23-0082 as described above.

Chair Lantrip recused herself from the dais at 6:18 p.m.

Submitted comment via the website in opposition to the Zoning request:

Amelia Willis, Padmavardhan Annem

Spoke in person in favor of Zoning request:

Gregory Brinkley, Amanda Verell, James Spitler, Florence Spitler, Lynda Myers, Diana Waggoner, Kathy Partain, Bess Komersmann, Danny Adams, Sheri Wood, Frank Brewer, Linda Blanchard

Spoke in person against the Zoning request:

John Lux, Michelle Bolner, Beth Bernardo, Kelley Wood, Cindy Palomino, Johnny Palomino

Motion: To approve the Comprehensive Amendment Plan CPA-24-0010.

By: John Cosgrove

Seconded: Ron May

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

No: None

Abstain: None

Motion: To approve the Zoning request Z-23-0082.

By: John Cosgrove

Seconded: Scott Calame

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

No: None

Abstain: None

Commission took a 5 minute recess at 7:21 p.m.

Commission reconvened at 7:26 p.m.

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0106 to amend the Hero Way & Main Street Medical Office PUD (Planned Unit Development) with the base zoning districts of LC-2-A (Local Commercial) and GC-2-A (General Commercial) on two (2) parcels of land approximately 8.0822 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R619566 and R619565; and legally described as Lots 1 & 2, Block A of the Hero Way Medical Addition Subdivision, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0106 as described above.

Taylor Howe spoke against the zoning request.

Linda Smith submitted comment via the website in opposition to the zoning request. Chair Lantrip read it into the record.

Motion: To deny the Zoning request Z-24-0106.

By: Donnie Mahan

Seconded: Deirdre Moss

Yes: None

No: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Laura Lantrip, Scott Calame

Abstain: None

14. Conduct a Public Hearing and consider action 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), GC-3-A (General Commercial), and GC-2-A (General Commercial) on eight (8) parcels of land approximately 234 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R506005, R485247, R485248, R031575, R392187, R392188, R031534, and R031533; and more commonly known as 14750 Ronald W. Reagan Blvd, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-23-0009 as described above.
- Discuss and consider action regarding Zoning Case Z-23-0102 as described above.

Submitted a request via the website in opposition to the Zoning request:
Lanny Wadle, Geetha Chandrasekaran, David Smith, Ayush Khare, Bill Layton

Spoke against Zoning request:
RIC (anonymous), Lanny Wadle, Joni Wadle, Linet McClure

Motion: To approve the Zoning request Z-23-0102
By: John Cosgrove
Seconded: Scott Calame

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Laura Lantrip, Scott Calame
No: None
Abstain: None

Motion: Comprehensive Plan Case CPA-23-0009 - No action take (refer to P & Z meeting 1/25/2024)

REGULAR AGENDA

15. 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 approve the Comprehensive Plan Implementation Schedule and Old Town Master Plan Implementation. Following a discussion, the Planning and Zoning Commission recommends considering installing a traffic signal at the intersection of Ronald W. Reagan Blvd. and Palmera Ridge Blvd. / Vista Heights Dr.
By: James Oliver
Seconded: Scott Calame

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, Laura Lantrip, Scott Calame
No: None
Abstain: None

16. Receive a presentation regarding updates to the Park Land Dedication, Park Improvement, and Park Land Fee-in-Lieu regulations and requirements
A presentation was received from Parks & Recreation Director Mark Tummons; discussion followed.
17. Adjournment at 8:48 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
4/4/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Subdivision Case CP-23-0021 to adopt the Valor Schools Concept Plan and Preliminary Plat on one (1) parcel of land approximately 13.79 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R430223; generally located northwest of the intersection of Kauffman Loop and CR 267, Leander, Williamson County, Texas.

- Discuss and consider action on Subdivision Case CP-23-0021 as described above.

BACKGROUND:

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

HISTORY/TIMELINE:

04/20/2016 - Annexation

03/28/2024 - Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

Kimley-Horn & Associates, Inc. (Allison Kennaugh) on behalf of Valor Texas Education (Jesse Bates)

RECOMMENDATION:

The proposal includes one (1) non-residential lot. Staff recommends approval of this request. The Planning & Zoning Commission recommendation from the March 28, 2024 meeting will be available during the meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. CP-23-0021 Att 1 Valor Leander - Concept Plan & Prelim Plat
2. CP-23-0021 Att 2 Location Map - Valor Schools

Plotted By: Ronald J. Zach Date: March 04, 2024 01:12:51pm File Path: K:\AUS-Civil\069252742-Valor-Leander\Cad\Prelim & Concept Plan\PlanSheets\C-Cover Sheet.dwg
This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

REVISIONS/CORRECTIONS							
NO.	DESCRIPTION	REVISE (R) VOID (V) ADD (A) SHEET NO.'S	TOTAL NO SHEETS IN PLAN SET	NET CHANGE IMP. COVER (SQ. FT.)	TOTAL SITE IMP. COVER (SQ. FT.)	CITY OF AUSTIN APPROVAL DATE	DATE IMAGED

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA ZONE AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP PANEL 48491C0275E, DATED SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.

THIS PROJECT IS LOCATED IN THE EDWARDS ACQUIFER RECHARGE ZONE.

LEGAL DESCRIPTION

13.79 ACRES OF LAND OUT OF THE WILLIAM H. MONROE SURVEY, ABSTRACT 451, WILLIAMSON COUNTY, TEXAS AS DESCRIBED IN DOC. #2021072344 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

LAND USE SUMMARY:

ZONING: SINGLE- FAMILY RURAL (SFR-1-B) - 13.79 AC.

FUTURE LAND USE CATEGORY:

ACTIVITY CENTER - 13.79 AC.

LOT #	PERMITTED USES	AREA
LOT 1	SFR-1-B	13.51 AC
ROW TAKE		0.28 AC
TOTAL AREA		13.79 AC

PRELIMINARY PLAN NOTES:

- THIS SUBDIVISION IS WHOLLY CONTAINED WITHIN THE CURRENT CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF LEANDER WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
- A BUILDING PERMIT IS REQUIRED FROM THE CITY OF LEANDER PRIOR TO CONSTRUCTION OF ANY BUILDING OR SITE IMPROVEMENTS ON ANY LOT IN THIS SUBDIVISION.
- NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN EXCEPT AS APPROVED BY THE CITY OF LEANDER.
- PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF LEANDER.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- IN ADDITION TO THE EASEMENT SHOWN HEREON, A TEN (10') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL RIGHT-OF-WAY AND A TWO AND A HALF (2.5') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES.
- NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL #48491C0275E FOR WILLIAMSON COUNTY, EFFECTIVE SEPTEMBER 26, 2008.
- BUILDING SETBACKS NOT SHOWN HEREON SHALL COMPLY WITH THE MOST CURRENT ZONING ORDINANCE OF THE CITY OF LEANDER. ADDITIONAL RESIDENTIAL GARAGE SETBACKS MAY BE REQUIRED AS LISTED IN THE CURRENT ZONING ORDINANCE.
- A TEN (10) FOOT SIDEWALK IS REQUIRED ALONG CR 267 AND KAUFFMAN LOOP. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF CR 267 AND KAUFFMAN LOOP. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.
- ALL UTILITY LINES MUST BE LOCATED UNDERGROUND.
- APPROVAL OF THIS PRELIMINARY PLAN DOES NOT CONSTITUTE THE APPROVAL OF VARIANCES OR WAIVERS TO ORDINANCE REQUIREMENTS.

TRAFFIC IMPACT ANALYSIS NOTES:

THE RECOMMENDED TRAFFIC MITIGATIONS LISTED IN THE APPROVED INITIAL TIA FOR THE FULL SITE BUILDOUT INCLUDE:

- RONALD REAGAN BLVD AND KAUFFMAN LOOP, INTERSECTION AND SIGNAL TIMING IMPROVEMENTS
- DRIVEWAY 2 ON KAUFFMAN LOOP, NORTHBOUND LEFT TURN LANE AND SOUTHBOUND RIGHT-TURN TURN LANE
- DRIVEWAY 1 ON KAUFFMAN LOOP, RESTRICT ACCESS TO RIGHT-IN, RIGHT-OUT
- KAUFFMAN LOOP AND CR 267, INTERSECTION IMPROVEMENTS TO ADD NORTHBOUND LEFT TURN LANE AND NEW TRAFFIC SIGNAL.

THE SPECIFIC LIMITS, DESIGNS, AND EXTENT OF THE RECOMMENDED TRAFFIC MITIGATIONS REQUIRED TO BE BUILT BY THE DEVELOPER WILL BE FURTHER DEFINED AND REVIEWED AT THE TIME OF SITE DEVELOPMENT WITH THE PICP CONSTRUCTION PLANS, FINAL PLAT, AND SITE PLAN PERMIT SUBMITTALS. THE INITIAL TIA AND ASSOCIATED RECOMMENDED MITIGATIONS WILL BE RE-EVALUATED AS NEEDED.

PREPARED BY:

Kimley»Horn

10814 JOLLYVILLE ROAD, AVALON IV, SUITE 300
AUSTIN, TEXAS 78759
CERTIFICATE OF REGISTRATION #928

Tel. No. (512) 418-1771
Fax No. (512) 418-1791

SURVEYOR

PAPE-DAWSON ENGINEERS
10801 N MOPAC EXPY.
BLDG 3, SUITE 200
AUSTIN, TX 78759
(512) 454-8711

OWNER:

VALOR TEXAS EDUCATION
FOUNDATION
220 FOREMOST DR.
AUSTIN, TX 78745
(214) 514-3356

DEVELOPER:

PMSI
JASON ORIOL
1822 W. BRAKER LANE, #81734
AUSTIN, TX 78759
JORIOL@PMSITX.COM

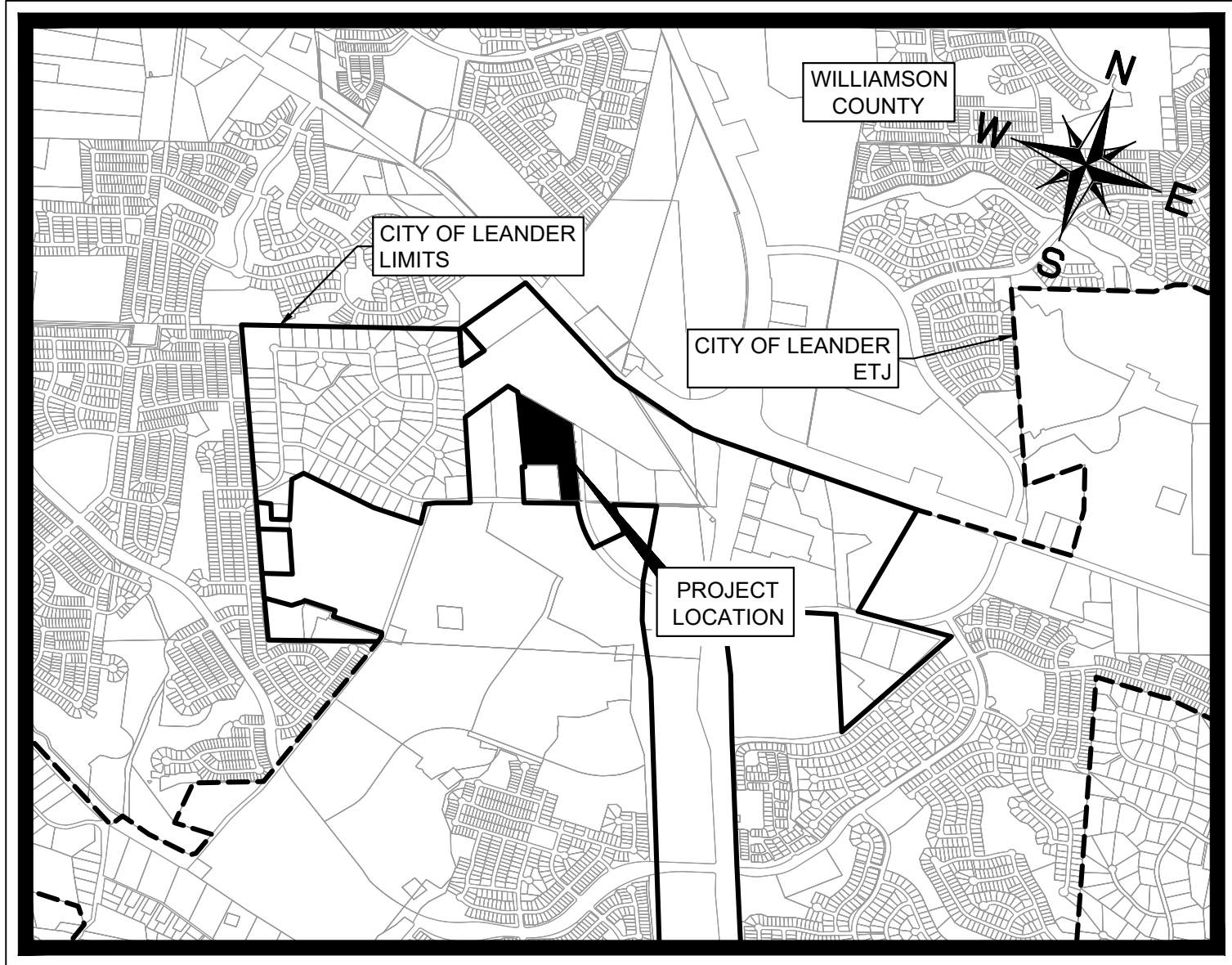
PROJECT AGENT:

KIMLEY-HORN AND ASSOCIATES INC.
ALLISON KENNAUGH, P.E.
10814 JOLLYVILLE RD, AVALON IV SUITE 200
AUSTIN, TX 78759
ALLISON.KENNAUGH@KIMLEY-HORN.COM
(512)782-0614

ENGINEER:

KIMLEY-HORN AND ASSOCIATES INC.
ALLISON KENNAUGH, P.E.
10814 JOLLYVILLE RD, AVALON IV SUITE 200
AUSTIN, TX 78759
ALLISON.KENNAUGH@KIMLEY-HORN.COM
(512)782-0614

CONCEPT PLAN & PRELIMINARY PLAT FOR VALOR SCHOOLS 168 KAUFFMAN LOOP, LEANDER, TEXAS 78641



VICINITY MAP
SCALE: 1" = 2,000'

MARCH 2024



ALLISON KENNAUGH, P.E. PROJECT MANAGER 3/4/24
DATE

RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETNESS, THE ACCURACY, AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	CONCEPT PLAN
3	EXISTING CONDITIONS
4	PRELIMINARY PLAT
5	IMPROVEMENTS PLAN
6	EXISTING DRAINAGE AREA MAP
7	PROPOSED DRAINAGE AREA MAP
8	WATER PLAN
9	WASTEWATER PLAN
10	TREE PROTECTION PLAN

FILING DATE:
PRELIMINARY PLAT 10/17/2023

BENCHMARKS

BENCHMARKS ARE BASED ON NAD83
COORDINATES ARE STATE PLANE CENTRAL ZONE WITH
A COMBINED SCALE FACTOR OF 0.9998800143982722

BM #10: SIX COTTON SPINDLE
GRID NORTH: 10,203,075.39
GRID EAST: 3,082,766.80
1035.47

BM #11: SET MAGNETIC NAIL (TRAVIS)
GRID NORTH: 10,203,986.98
GRID EAST: 3,082,429.05
1031.92

Kimley»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, CAMPUS IV, SUITE 200, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM E-928

Allison Kennaugh

STATE OF TEXAS
ALLISON KENNAUGH
114356
LICENSED PROFESSIONAL ENGINEER

KHA PROJECT 069252742

DATE MARCH 2024

SCALE: AS SHOWN

DESIGNED BY: ZJR

DRAWN BY: ZJR

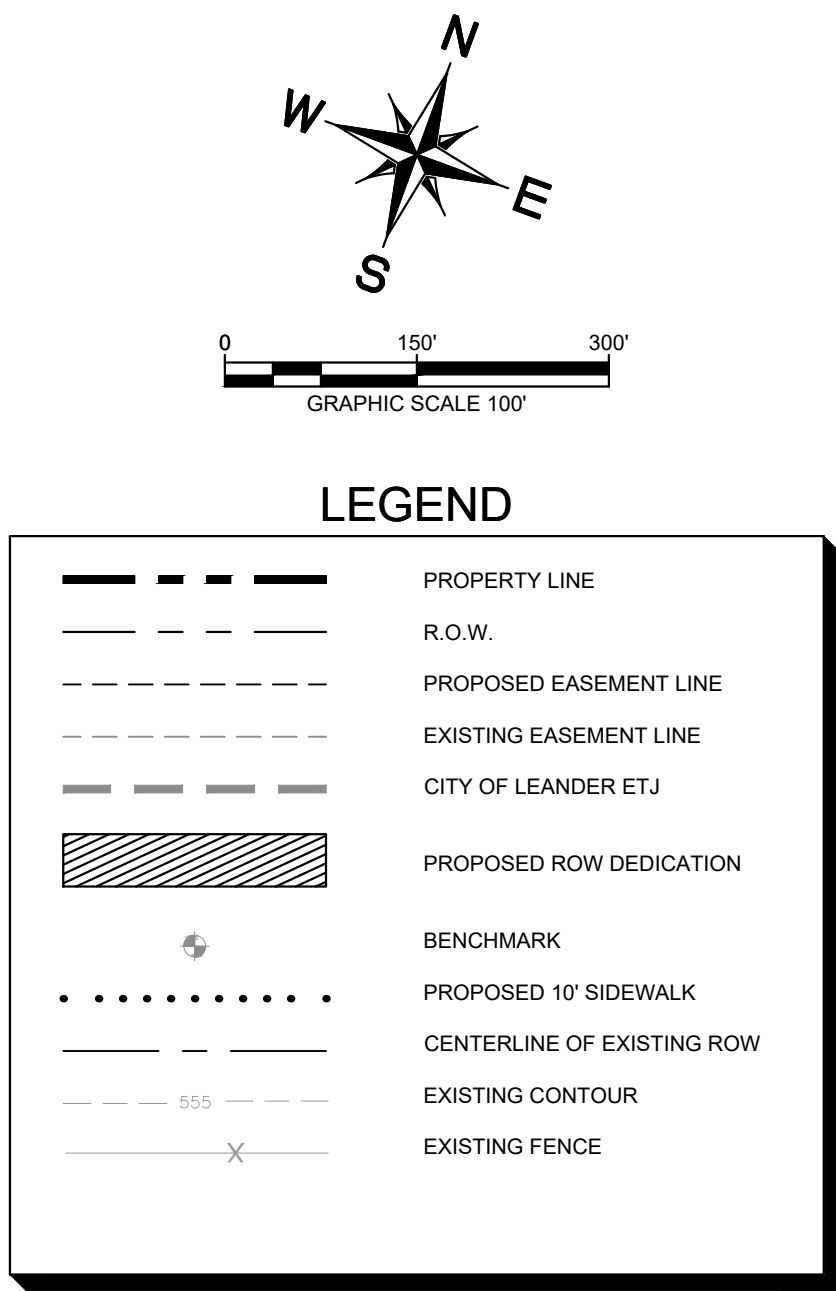
CHECKED BY: ACK

COVER SHEET

VALOR SCHOOLS
CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
1
OF 10

CP-23-0021



- NOTES:**
1. SITE IMPROVEMENTS ARE SHOWN PRELIMINARILY IN NATURE.
 2. PER CITY OF LEANDER TRANSPORTATION MASTER PLAN, PROPOSED ROW FOR KAUFFMAN LOOP AND CR267 WILL BE 100'
 3. TIA-23-0007 AS PREPARED BY PAPE DAWSON SHALL BE REVIEWED AND APPROVED BY THE CITY IN ASSOCIATION WITH THIS PROPOSED DEVELOPMENT.
 4. NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA ZONE AS SHOWN ON THE FEM FLOOD INSURANCE RATE MAP (FIRM) NUMBER 50275M, DATED SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
 5. THIS PROJECT IS LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

LAND USE SUMMARY:
SINGLE-FAMILY RURAL (SFR-1-B) - 13.79 AC.

FUTURE LAND USE CATEGORY:
ACTIVITY CENTER - 13.79 AC.

PROPOSED # LOTS: 1
ESTIMATED LUE'S = 48

BENCHMARKS

BENCHMARKS ARE BASED ON NAD83
COORDINATES ARE STATE PLANE CENTRAL ZONE WITH
A COMBINED SCALE FACTOR OF 0.9998800143982722

BM #10: SIX COTTON SPINDLE
GRID NORTH: 10,203,075.39
GRID EAST: 3,082,766.80
1035.47'

BM #11: SET MAGNETIC NAIL (TRAVIS)
GRID NORTH: 10,203,986.98
GRID EAST: 3,082,429.05
1031.92'

[illegible]

Kimley»»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, CAMPUS IV, SUITE 200, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928



KHA PROJECT 069252742	DATE MARCH 2024	SCALE: AS SHOWN	DESIGNED BY: ZJR	DRAWN BY: ZJR	CHECKED BY: ACK
--------------------------	--------------------	-----------------	------------------	---------------	-----------------

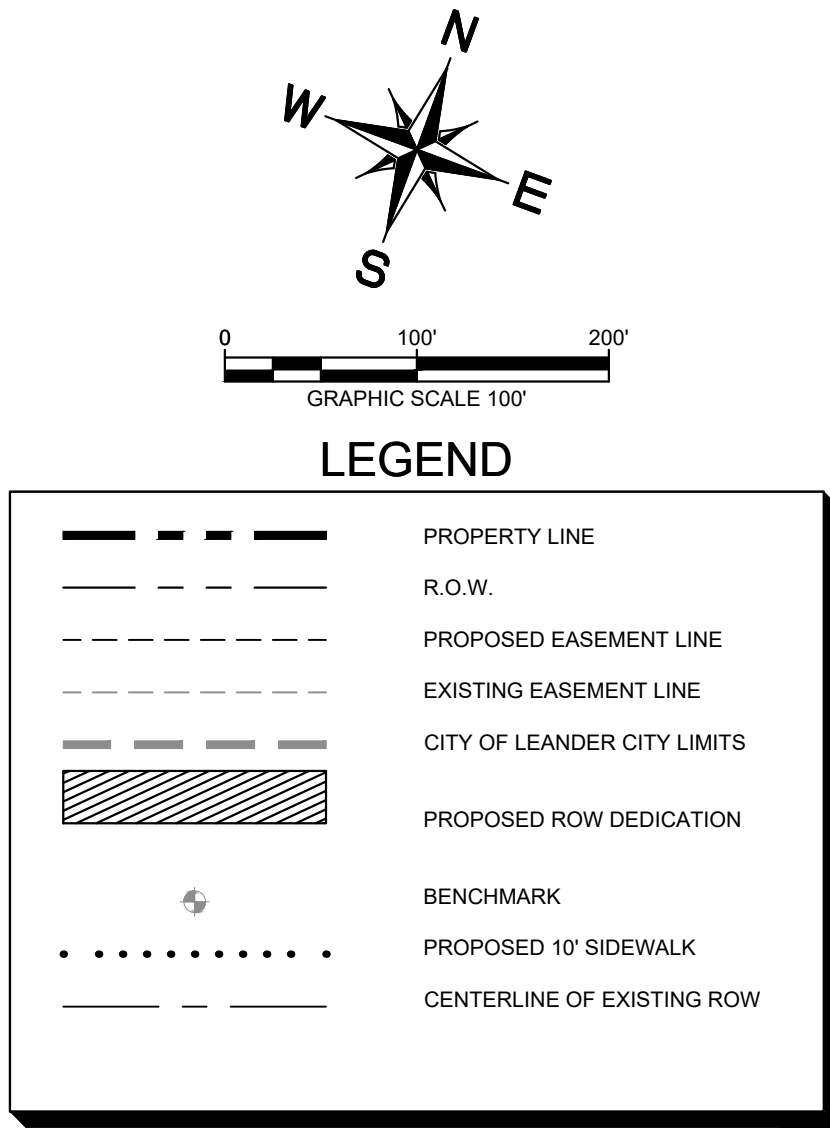
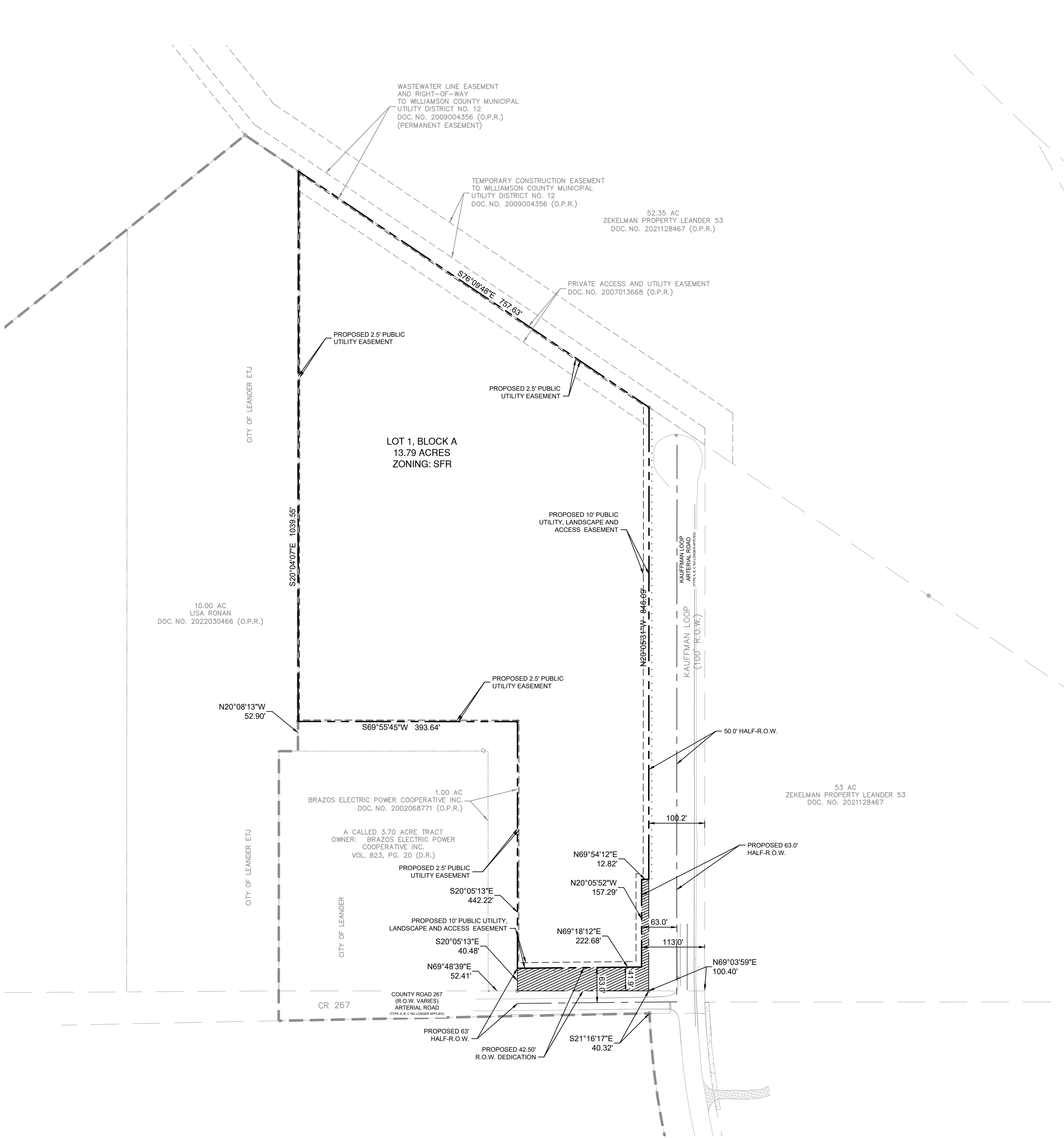
CONCEPT PLAN

VALOR SCHOOLS

CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
2
OF 10

Plotted By:Ronald, Zach Date:March 04, 2024 01:13:37pm File Path:K:\AUS_Civil\069252742-Valor Leander\Cad\Prelim & Concept Plan\PlanSheets\C-Preliminary Plot.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



- NOTES:
- NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA ZONE AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP PANEL 48491C0275E, DATED SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
 - THIS PROJECT IS LOCATED IN THE EDWARDS ACQUIFER RECHARGE ZONE.
 - ALL EASEMENTS OF RECORD, AS FOUND IN THE TITLE COMMITMENT, ARE SHOWN ON THIS SHEET PREPARED BY VALERIE ZURCHER, RPLS OF PAPE-DAWSON ENGINEERS.
 - STREET TYPES A, B, AND C NAMING CLASSIFICATION NO LONGER APPLICABLE.
 - A TEN (10) FOOT SIDEWALK IS REQUIRED ALONG CR 267 AND KAUFFMAN LOOP. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF CR 267 AND KAUFFMAN LOOP. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.

LAND USE SUMMARY:
ZONING: SINGLE- FAMILY RURAL (SFR-1-B) - 13.79 AC.

FUTURE LAND USE CATEGORY:
ACTIVITY CENTER - 13.79 AC.

LOT #	PERMITTED USES	AREA
LOT 1	SFR-1-B	13.51 AC
ROW TAKE		0.28 AC
TOTAL AREA		13.79 AC

BENCHMARKS

BENCHMARKS ARE BASED ON NAD83
COORDINATES ARE STATE PLANE CENTRAL ZONE WITH
A COMBINED SCALE FACTOR OF 0.9998800143982722

BM #10: SIX COTTON SPINDLE
GRID NORTH: 10,203,075.39
GRID EAST: 3,082,766.80
1035.47

BM #11: SET MAGNETIC NAIL (TRAVIS)
GRID NORTH: 10,203,996.98
GRID EAST: 3,082,429.05
1031.92

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, CAMPUS IV, SUITE 200, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

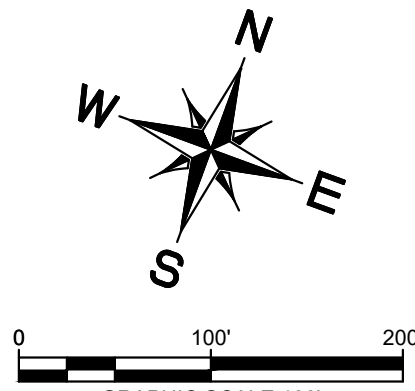
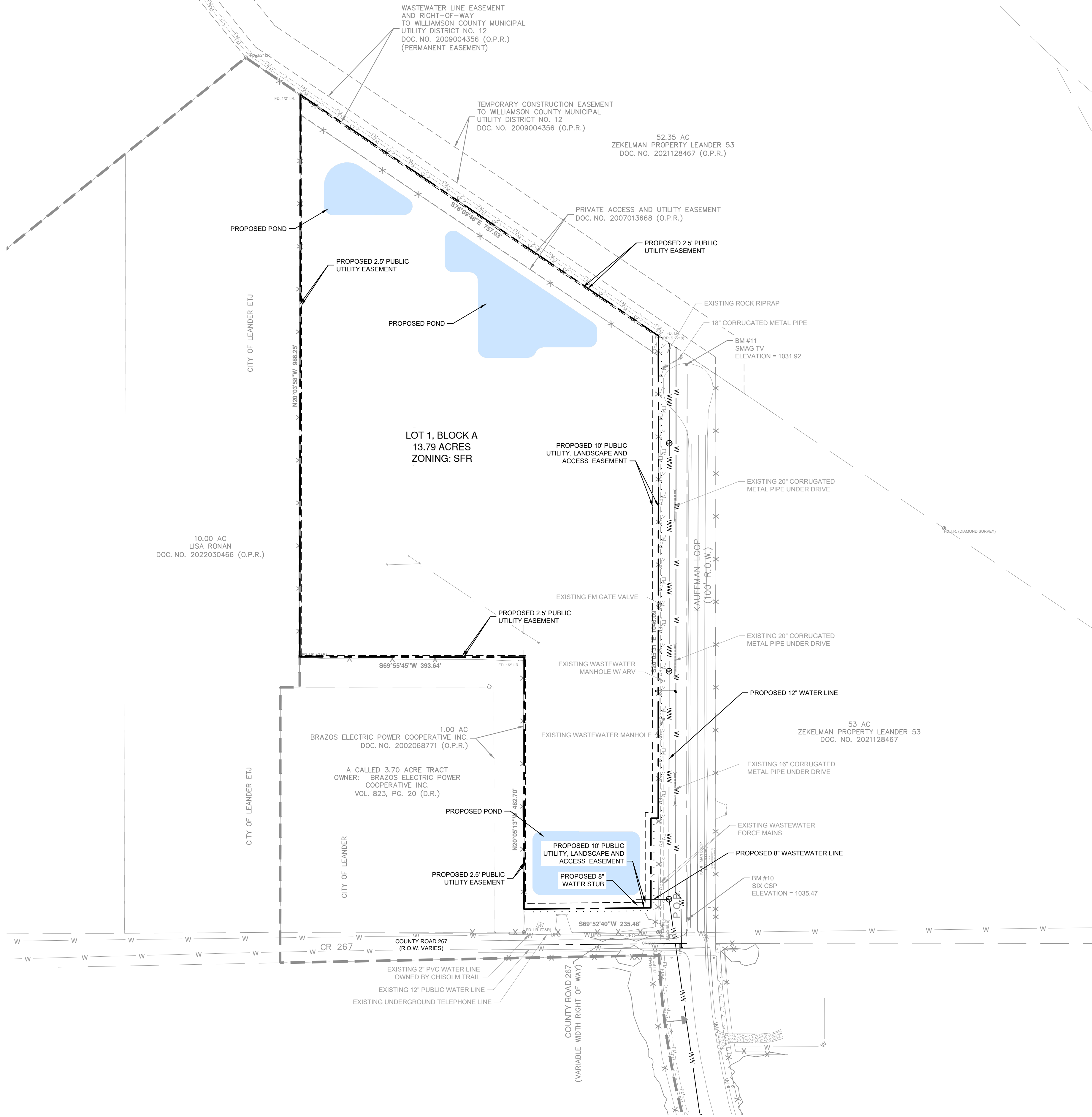
3/4/24

KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
069252742	MARCH 2024	AS SHOWN	ZJR	ZJR	ACK

PRELIMINARY PLAT

VALOR SCHOOLS
CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

Plotted By:Ronald, Zach Date:March 26, 2024 File Path:K:\AUS_Civil\069252742-Valor Leander\Coat\Prim & Concept Plan\PlanSheets\C-Improvements Planning
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND	
	PROPERTY LINE
	R.O.W.
	PROPOSED WASTEWATER LINE
	PROPOSED WATER LINE
	PROPOSED WASTEWATER MANHOLE
	PROPOSED WASTEWATER CLEANOUT
	PROPOSED FIRE HYDRANT
	PROPOSED TAPPING SLEEVE & VALVE
	PROPOSED 10' SIDEWALK
	EXISTING TELECOM LINE
	EXISTING OVERHEAD POWER LINE
	EXISTING WATER LINE
	EXISTING WASTEWATER FORCE MAIN
	EXISTING STORM SEWER LINE
	EXISTING POWER POLE
	EXISTING FIRE HYDRANT
	EXISTING WATER METER
	EXISTING WASTEWATER MANHOLE
	EXISTING CONTOUR
	EXISTING FENCE

- NOTES:
1. WATER AND WASTEWATER SERVICE WILL BE PROVIDED BY THE CITY OF LEANDER.
 2. SITE IMPROVEMENTS ARE SHOWN PRELIMINARY IN NATURE.

PROPOSED # LOTS: 1
ESTIMATED LUE'S = 48

TRAFFIC IMPACT ANALYSIS NOTES:

1. AT THE TIME OF THE APPROVAL OF THIS PRELIM CONCEPT PLAN, THE TIA IS SUBSTANTIALLY APPROVED BUT IS NOT YET FINALIZED. THE TRAFFIC MITIGATION NOTE BELOW IS REFLECTIVE OF THE DEVELOPER REQUIRED IMPROVEMENTS FOR THE ULTIMATE CONDITION, AS REFLECTED IN THE TIA AT THIS TIME. ULTIMATELY, THE APPROVED TIA WILL GOVERN REQUIRED TRAFFIC MITIGATION AND SHALL SUPERSEDE THE DEVELOPER IMPROVEMENT REQUIREMENTS NOTED HEREON. ADDITIONALLY, THE TIA MUST BE FULLY APPROVED PRIOR TO THE APPROVAL OF THE PICP, FINAL PLAT AND SITE PLAN ASSOCIATED WITH THIS SITE.
2. DEVELOPER REQUIRED IMPROVEMENTS FOR ULTIMATE BUILD OUT CONSISTS OF A 170 FOOT NORTHBOUND LHTL ON KAUFFMAN LOOP ENTERING THE SCHOOL SITE AND A RESTRICTED EASTBOUND AND WESTBOUND APPROACH TO RIGHT IN RIGHT OUT AT DRIVEWAY 1/GATEWAY 29 DRIVEWAY AT KAUFFMAN LOOP.

BENCHMARKS

BENCHMARKS ARE BASED ON NAD83
COORDINATES ARE STATE PLANE CENTRAL ZONE WITH
A COMBINED SCALE FACTOR OF 0.9998800143982722

BM #10: SIX COTTON SPINDLE
GRID NORTH: 10,203,075.39
GRID EAST: 3,082,766.80
1035.47

BM #11: SET MAGNETIC NAIL (TRAVIS)
GRID NORTH: 10,203,996.98
GRID EAST: 3,082,429.05
1031.92

REVISIONS		DATE	BY
No.			

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, CAMPUS IV, SUITE 200, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM

TEXAS REGISTERED ENGINEERING FIRM F-928

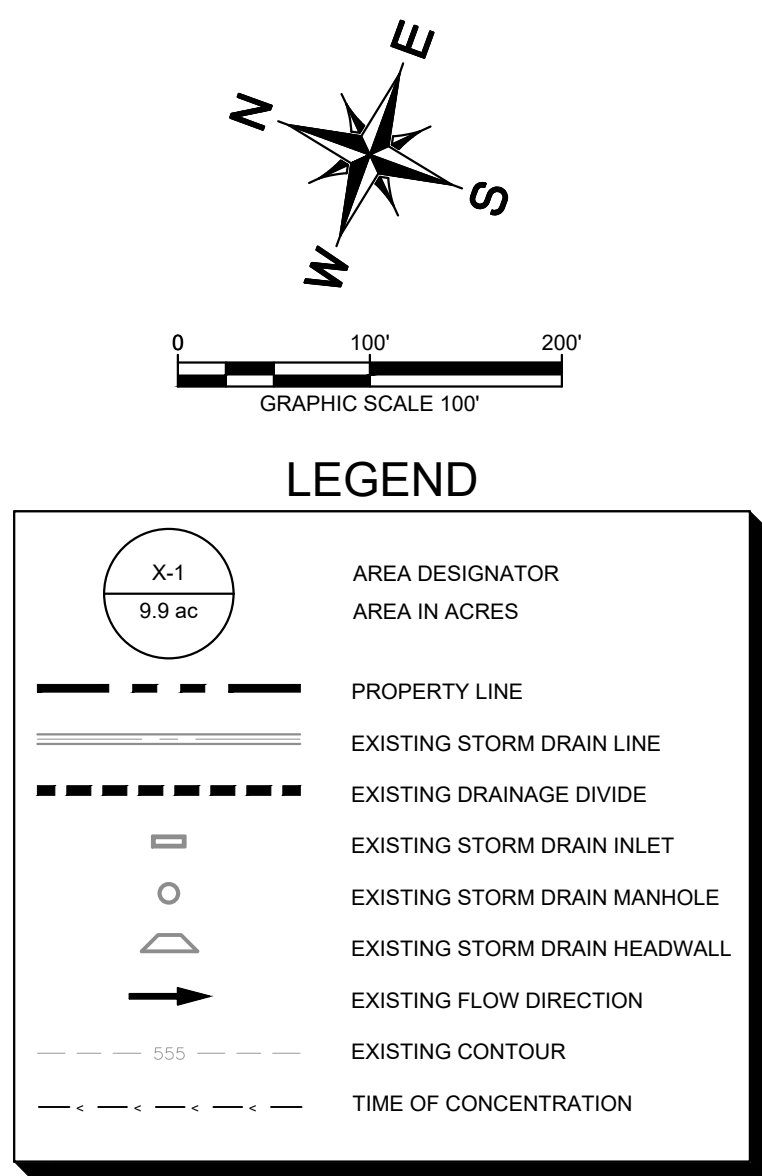
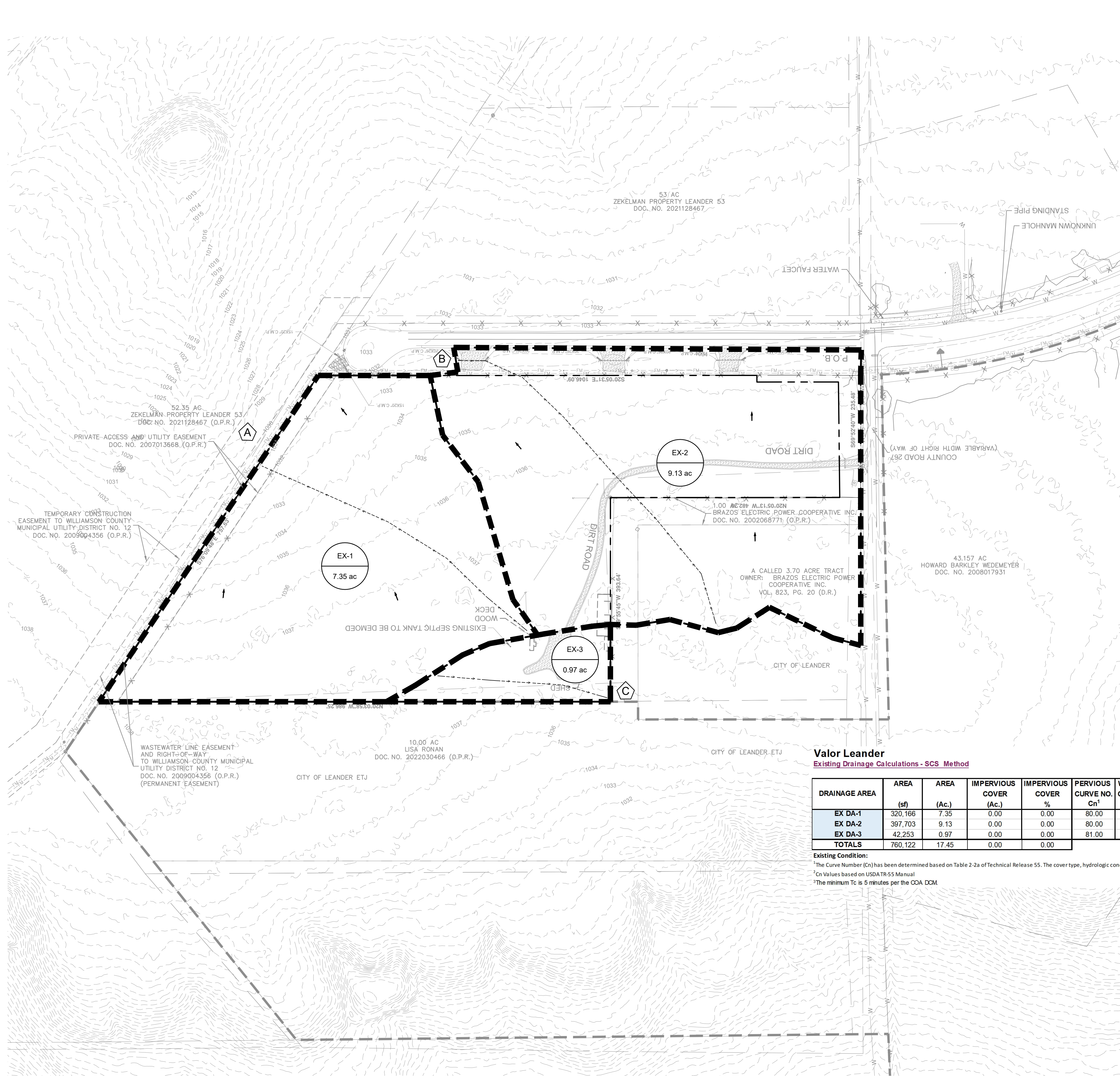
3/26/2024

KHA PROJECT	069252742	DATE	MARCH 2024	SCALE	AS SHOWN	DESIGNED BY	ZJR	DRAWN BY	ZJR	CHECKED BY	ACK
-------------	-----------	------	------------	-------	----------	-------------	-----	----------	-----	------------	-----

IMPROVEMENTS PLAN

VALOR SCHOOLS
CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
5
OF 10



- NOTES:
1. EXISTING CONDITIONS FOR THIS PRELIMINARY PLAN ARE SHOWN IN A DRAINAGE REPORT PREPARED BY PAPE-DAWSON ON JUNE 2022. EXISTING CONDITIONS ASSUMES THAT THE EXISTING SITE IS IN A GREENFIELD CONDITION.
 2. DRAINAGE CALCULATIONS SHOWN ON THIS SHEET WERE CALCULATED USING THE UPDATED CITY OF LEANDER ATLAS 14 HYDROLOGY DATA.

[illegible]

Existing Condition: ¹The Curve Number (Cn) has been determined based on Table 2-2a of Technical Release 55. The cover type, hydrologic condition, and soil group determined for the proposed conditions are open space, good condition (grass cover >75%), and Type D soil group.

ANALYSIS POINT 1	
EVENT	EXISTING (CFS)
2-YR	17.00
10-YR	32.50
25-YR	43.10
100-YR	60.90

ANALYSIS POINT 2	
EVENT	EXISTING (CFS)
2-YR	15.10
10-YR	29.10
25-YR	38.80
100-YR	55.10

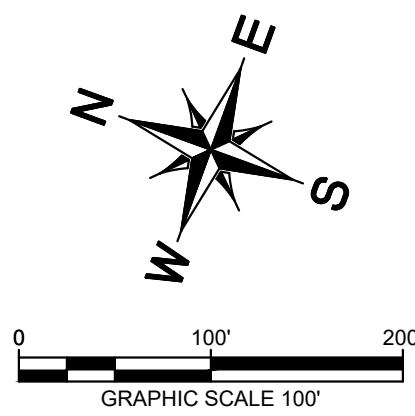
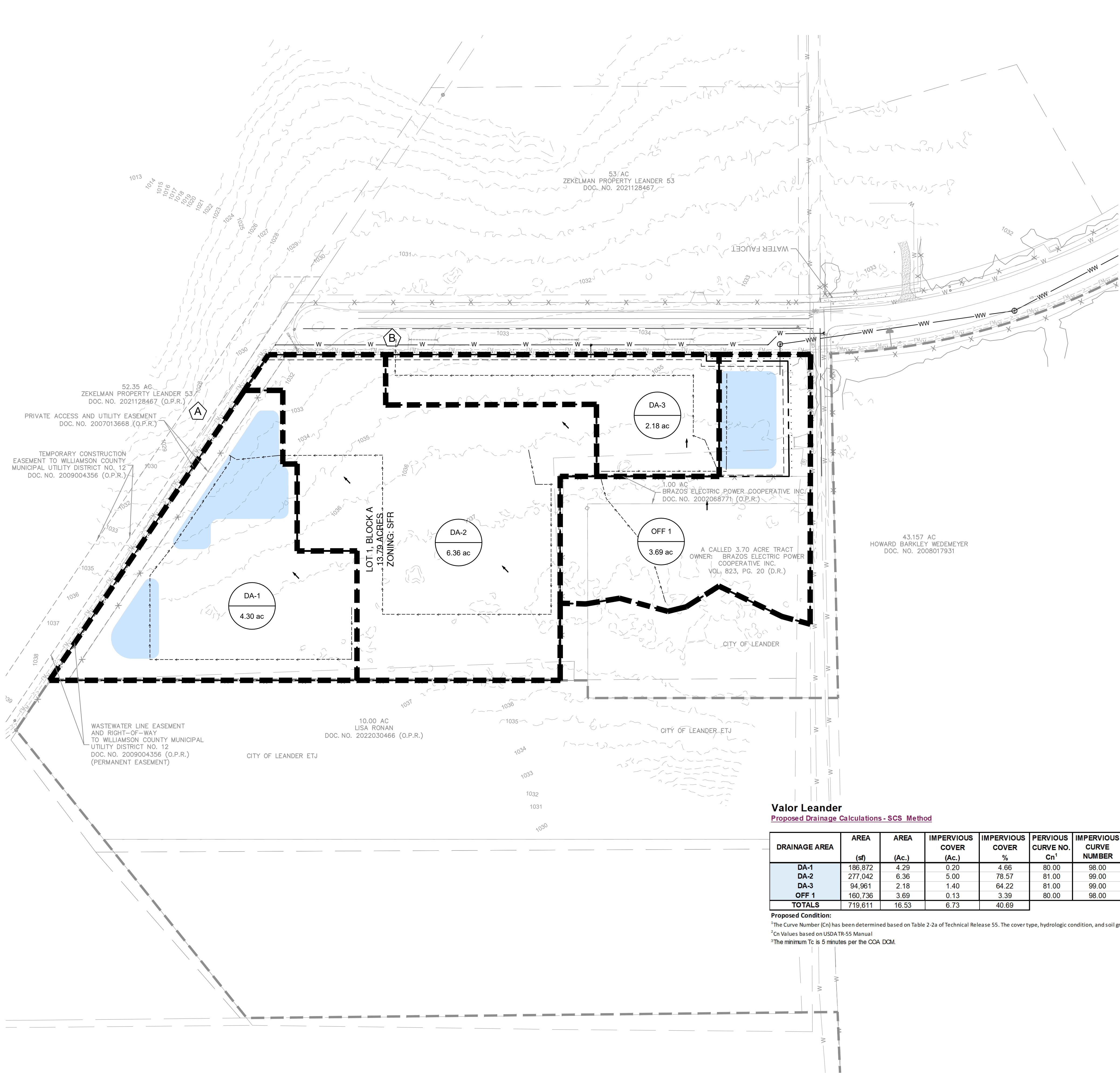
BENCHMARKS

BENCHMARKS ARE BASED ON NAD83
COORDINATES ARE STATE PLANE CENTRAL ZONE WITH
A COMBINED SCALE FACTOR OF 0.9998800143982722

BM #10: SIX COTTON SPINDLE
GRID NORTH: 10,203,075.39
GRID EAST: 3,082,766.80
1035.47

BM #11: SET MAGNETIC NAIL (TRAVIS)
GRID NORTH: 10,203,986.98
GRID EAST: 3,082,429.05
1031.92'

Plotted By:Ronald, Zach Date:March 04, 2024 01:14:38pm File Path:K:\AUS_Civil\069252742-Valor Leander\Cad\Prelim & Concept Plan\PlanSheets\C-Proposed Drainage Area Map.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

	AREA DESIGNATOR AREA IN ACRES
	INLET NUMBER
	PROPERTY LINE
	PROPOSED STORM DRAIN LINE
	EXISTING STORM DRAIN LINE
	PROPOSED DRAINAGE DIVIDE
	PROPOSED STORM DRAIN INLET
	PROPOSED STORM DRAIN MANHOLE
	PROPOSED STORM DRAIN HEADWALL
	PROPOSED FLOW DIRECTION
	PROPOSED CONTOUR
	EXISTING CONTOUR
	TIME OF CONCENTRATION

NOTES:

- EXISTING CONDITIONS FOR THIS PRELIMINARY PLAN ARE SHOWN IN A DRAINAGE REPORT PREPARED BY PAPE-DAWSON ON JUNE 2022. EXISTING CONDITIONS ASSUMES THAT THE EXISTING SITE IS IN A GREENFIELD CONDITION.
- DRAINAGE CALCULATIONS SHOWN ON THIS SHEET WERE CALCULATED USING THE UPDATED CITY OF LEANDER ATLAS 14 HYDROLOGY DATA.

Valor Leander
Proposed Drainage Calculations - SCS Method

DRAINAGE AREA	AREA (sf)	AREA (Ac.)	IMPERVIOUS COVER (Ac.)	IMPERVIOUS COVER %	PERVIOUS CURVE NO. Cn ¹	IMPERVIOUS CURVE NUMBER	WEIGHTED CURVE NO. Cn ²	SHEET FLOW				SHALLOW CONCENTRATED FLOW				CHANNEL FLOW		TOTAL Tc ³ (min)	
								P-2yr24hr 4.06 IN				Grass Surface				Pipe Flow			
								N	L (ft)	S (ft/ft)	Tt(min)	L (ft)	V (fps)	S (ft/ft)	Tt(min)	L (ft)	V (fps)		Tt(min)
DA-1	186,872	4.29	0.20	4.66	80.00	98.00	80.84	0.150	100	0.020	9.45	832	1.61	0.010	8.59	-	-	0.00	18.04
DA-2	277,042	6.36	5.00	78.57	81.00	99.00	95.14	0.150	100	0.020	9.45	99	1.61	0.010	1.02	1114	6.0	3.09	13.57
DA-3	94,961	2.18	1.40	64.22	81.00	99.00	92.56	0.150	56	0.020	5.94	-	-	-	0.00	786	6.0	2.18	8.12
OFF 1	160,736	3.69	0.13	3.39	80.00	98.00	80.61	0.180	100	0.020	10.93	341	1.61	0.010	3.52	262	6.0	0.73	15.18
TOTALS	719,611	16.53	6.73	40.69															

Proposed Condition:
¹The Curve Number (Cn) has been determined based on Table 2-2a of Technical Release 55. The cover type, hydrologic condition, and soil group determined for the proposed conditions are open space, good condition (grass cover >75%), and Type D soil group with a Cn of 80
²Cn Values based on USDA TR-55 Manual
³The minimum Tc is 5 minutes per the COA DCM.

ANALYSIS POINT 1		
EVENT	EXISTING (CFS)	PROPOSED (CFS)
2-YR	17.00	14.70
10-YR	32.50	27.60
25-YR	43.10	37.70
100-YR	60.90	56.40

ANALYSIS POINT 2		
EVENT	EXISTING (CFS)	PROPOSED (CFS)
2-YR	15.10	14.00
10-YR	29.10	25.40
25-YR	38.80	31.20
100-YR	55.10	40.30

BENCHMARKS

BENCHMARKS ARE BASED ON NAD83
COORDINATES ARE STATE PLANE CENTRAL ZONE WITH
A COMBINED SCALE FACTOR OF 0.9998800143982722

BM #10: SIX COTTON SPINDLE
GRID NORTH: 10,203,075.39
GRID EAST: 3,082,766.80
1035.47

BM #11: SET MAGNETIC NAIL (TRAVIS)
GRID NORTH: 10,203,986.98
GRID EAST: 3,082,429.05
1031.92

Kimley»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, CAMPUS IV, SUITE 200, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM E-928



3/4/24

KHA PROJECT 069252742	DATE MARCH 2024	SCALE AS SHOWN	DESIGNED BY ZJR	DRAWN BY ZJR	CHECKED BY ACK
--------------------------	--------------------	-------------------	--------------------	-----------------	-------------------

**PROPOSED DRAINAGE
AREA MAP**

VALOR SCHOOLS
CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
7
OF 10



WATER NOTES:

1. WATER SERVICE WILL BE PROVIDED BY THE CITY OF LEANDER.
2. FIRE HYDRANTS ARE ALL PRIVATE. LOCATIONS WILL BE DEFERRED TO THE SITE DEVELOPMENT PLAN.
3. OPEN CUTTINGS SHALL NOT BE PERMITTED ACROSS THE EXISTING PAVED SURFACES.

- MINIMUM PRESSURE = 68 PSI (1,186 HGL)
- MAXIMUM PRESSURE = 74 PSI (1,202 HGL)
- FIRE FLOW AVAILABLE = 4,000 GPM AT 20 PSI RESIDUAL

BENCHMARKS ARE BASED ON NAD83
COORDINATES ARE STATE PLANE CENTRAL ZONE WITH
A COMBINED SCALE FACTOR OF 0.9998800143982722

BM #10: SIX COTTON SPINDLE
GRID NORTH: 10,203,075.39
GRID EAST: 3,082,766.80
1035.47

BM #11: SET MAGNETIC NAIL (TRAVIS)
GRID NORTH: 10,203,986.98
GRID EAST: 3,082,429.05
1031.92'

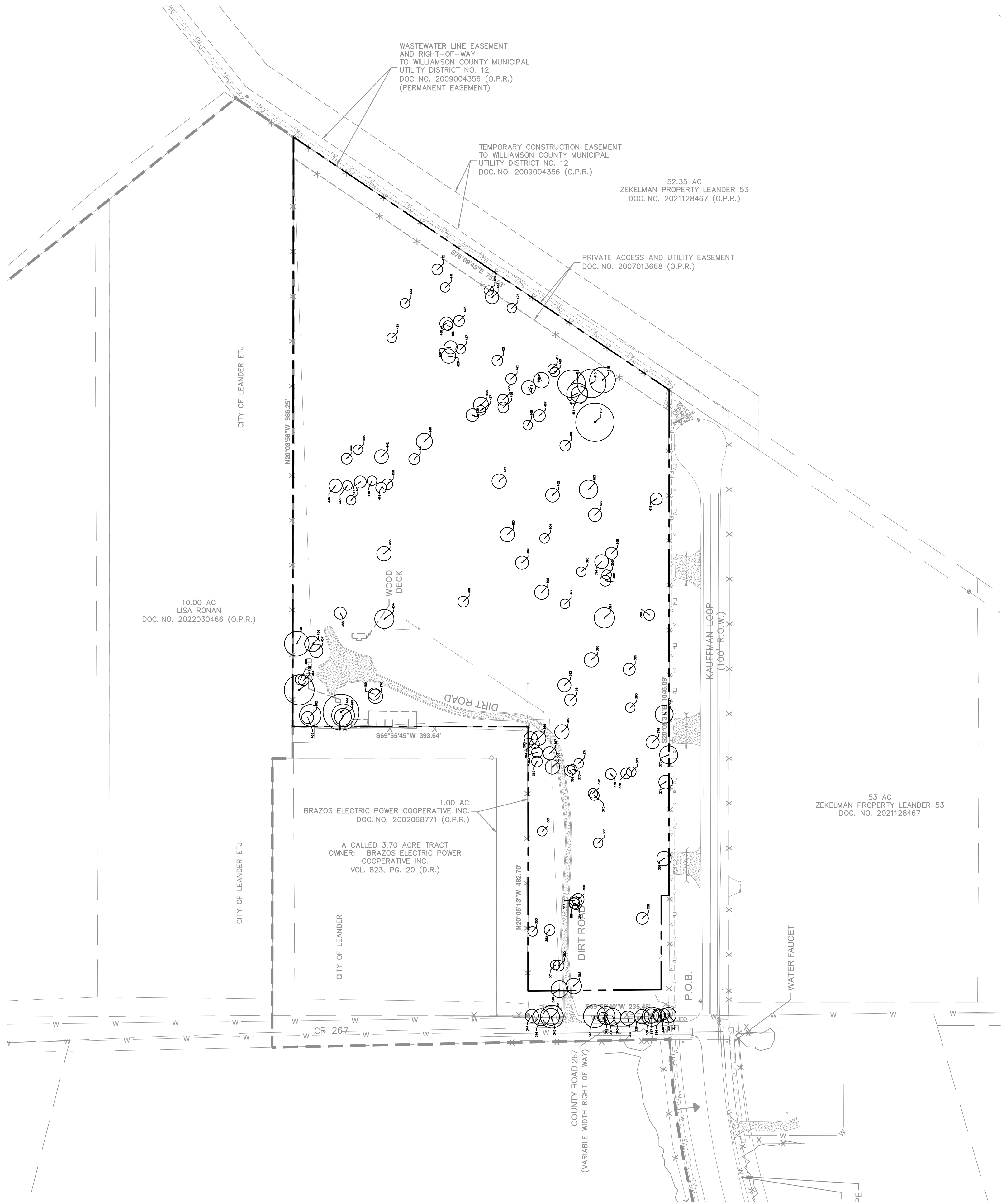
Kimley»»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, CAMPUS IV, SUITE 200, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM # 528



VALOR SCHOOLS
CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
8
OF 10

Plotted By:Ronald, Zach Date:March 04, 2024 01:15:09pm File Path:k:\AUS_Civil\069252742-Valor Leander\Cad\Plan & Concept Plan\PlanSheets\C-Tree Protection Plan.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

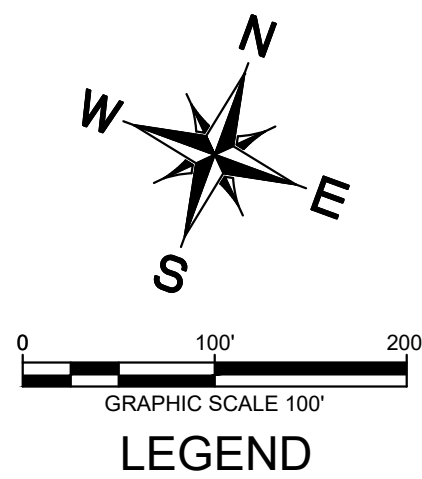


TREE LIST:			
TREE #	SPECIES	DIA	HERITAGE
332	OAK	13	
333	OAK	9	
334	OAK	10	
335	OAK	10	
336	OAK	12	
337	OAK	12	
338	ELM	12	
339	OAK	12	
340	OAK	12	
341	OAK	15	
342	OAK	8	
343	OAK	19	
344	OAK	19	
345	OAK	14	
346	OAK	14	
347	OAK	11	
348	MESQUITE	13	
349	MESQUITE	14	
350	ELM	9	
351	ELM	8	
352	ELM	9	
353	ELM	8	
354	ELM	8	
355	ELM	9	
356	ELM	10	
357	ELM	8	
358	ELM	10	
359	MESQUITE	8	
360	ELM	8	
361	MESQUITE	8	
362	ELM	9	
363	ELM	9	
364	ELM	8	
365	ELM	11	
366	ELM	8	
367	ELM	11	
368	ELM	8	
369	ELM	9	
370	ELM	8	
371	ELM	8	
372	ELM	8	
373	ELM	8	
374	ELM	8	
375	ELM	8	
376	ELM	8	
377	ELM	8	
378	ELM	8	
379	ELM	9	
380	ELM	8	
381	ELM	10	
382	ELM	11	
383	ELM	8	
384	ELM	8	
385	ELM	10	
386	ELM	12	
390	ELM	10	
391	ELM	35	
392	ELM	9	
393	ELM	8	
394	ELM	8	
395	ELM	10	
396	ELM	8	
397	ELM	8	
398	ELM	12	
399	ELM	11	
400	OAK	12	
401	MESQUITE	9	
402	ELM	8	

TREES TO BE REMOVED WITH PUBLIC IMPROVEMENTS:

TREE #	SPECIES	DIA	HERITAGE
NONE			

TREE # SPECIES DIA		
403	ELM	11
404	ELM	8
405	ELM	8
406	ELM	9
407	ELM	10
408	ELM	8
409	ELM	8
410	ELM	8
411	ELM	8
412	OAK	13
413	OAK	12
414	OAK	14
415	OAK	24
416	OAK	17
417	OAK	32
418	ELM	10
419	ELM	8
420	ELM	8
421	ELM	9
422	ELM	8
423	ELM	11
424	ELM	8
425	ELM	9
426	ELM	8
427	ELM	8
428	ELM	11
429	ELM	8
430	ELM	8
431	ELM	8
432	ELM	9
433	MESQUITE	8
434	ELM	8
435	ELM	8
436	ELM	9
437	ELM	8
438	ELM	9
439	ELM	8
440	ELM	9
441	ELM	9
442	ELM	8
443	ELM	8
444	ELM	9
445	ELM	11
446	ELM	8
447	ELM	10
448	ELM	8
449	ELM	9
450	ELM	9
451	ELM	8
453	ELM	12
454	ELM	16
455	ELM	10
456	OAK	13
457	ELM	11
458	OAK	14
459	OAK	9
460	OAK	9
461	OAK	18
462	OAK	13
463	ELM	10
464	OAK	30
465	OAK	19
466	OAK	14
467	ELM	12
468	ELM	10
470	ELM	12



LEGEND	
	PROPERTY LINE
	EXISTING UNDERGROUND ELECTRIC LINE
	EXISTING WATER LINE
	EXISTING SANITARY SEWER LINE
	EXISTING STORM DRAIN MAIN
	EXISTING SANITARY SEWER MANHOLE
	EXISTING STORM SEWER MANHOLE
	EXISTING WATER METER
	EXISTING FIRE HYDRANT
	EXISTING POWER POLE
	OVERHEAD POWER LINE
	EXISTING GAS LINE
	EXISTING CONTOUR
	EXISTING FENCE
	EXISTING UNDERGROUND CABLE LINE
	EXISTING TREE TO BE REMOVED
	EXISTING TREE TO REMAIN

- NOTES:
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE AN AND ALL UNDERGROUND UTILITIES.
 - IN THE EVENT OF A CONFLICT WITH TREE REMOVAL/PRESERVATION CALL OUTS ON PLAN SHEET(S) VERSUS TREE REMOVAL/PRESERVATION MATRIX, THE TREE REMOVAL/PRESERVATION MATRIX SHALL APPLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY WITH CITY STAFF SHOULD ANY INCONSISTENCY EXIST WITHIN AN APPROVED PLAN SET. NO IN-FIELD CHANGES ARE MADE TO APPROVED PLANS, NO EXCEPTIONS.
 - A TREE SURVEY FOR TREES 8 INCHES AND GREATER WAS PERFORMED ON OR ABOUT MAY 2023.
 - NO HERITAGE TREES ARE PROPOSED FOR REMOVAL.

TREE PRESERVATION TOTALS:
TREES 8" - 18" PRESERVED:
1,269.5" TOTAL 100%

TREES 8" - 18" REMOVED:
0" TOTAL 0%

TREES 18" - 26" PRESERVED:
189" TOTAL 100%

TREES 18" - 26" REMOVED:
0" TOTAL 0%

TREES OVER 26" PRESERVED:
62" TOTAL 100%

TREES OVER 26" REMOVED:
0" TOTAL 0%

BENCHMARKS

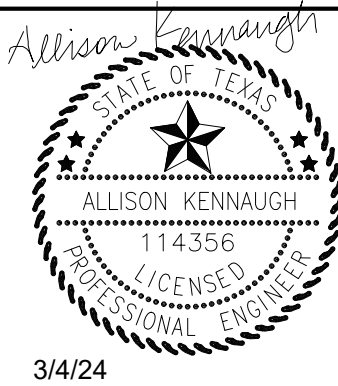
BENCHMARKS ARE BASED ON NAD83
COORDINATES ARE STATE PLANE CENTRAL ZONE WITH
A COMBINED SCALE FACTOR OF 0.9998800143982722

BM #10: SIX COTTON SPINDLE
GRID NORTH: 10,203,075.39
GRID EAST: 3,082,766.80
1035.47

BM #11: SET MAGNETIC NAIL (TRAVIS)
GRID NORTH: 10,203,996.98
GRID EAST: 3,082,429.05
1031.92

Kimley»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, CAMPUS IV, SUITE 200, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM E-928



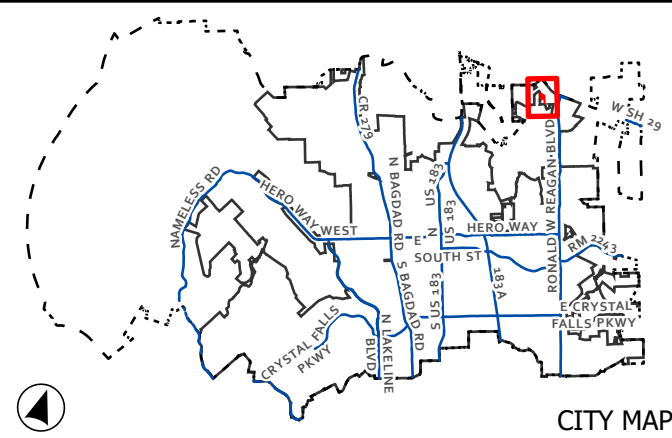
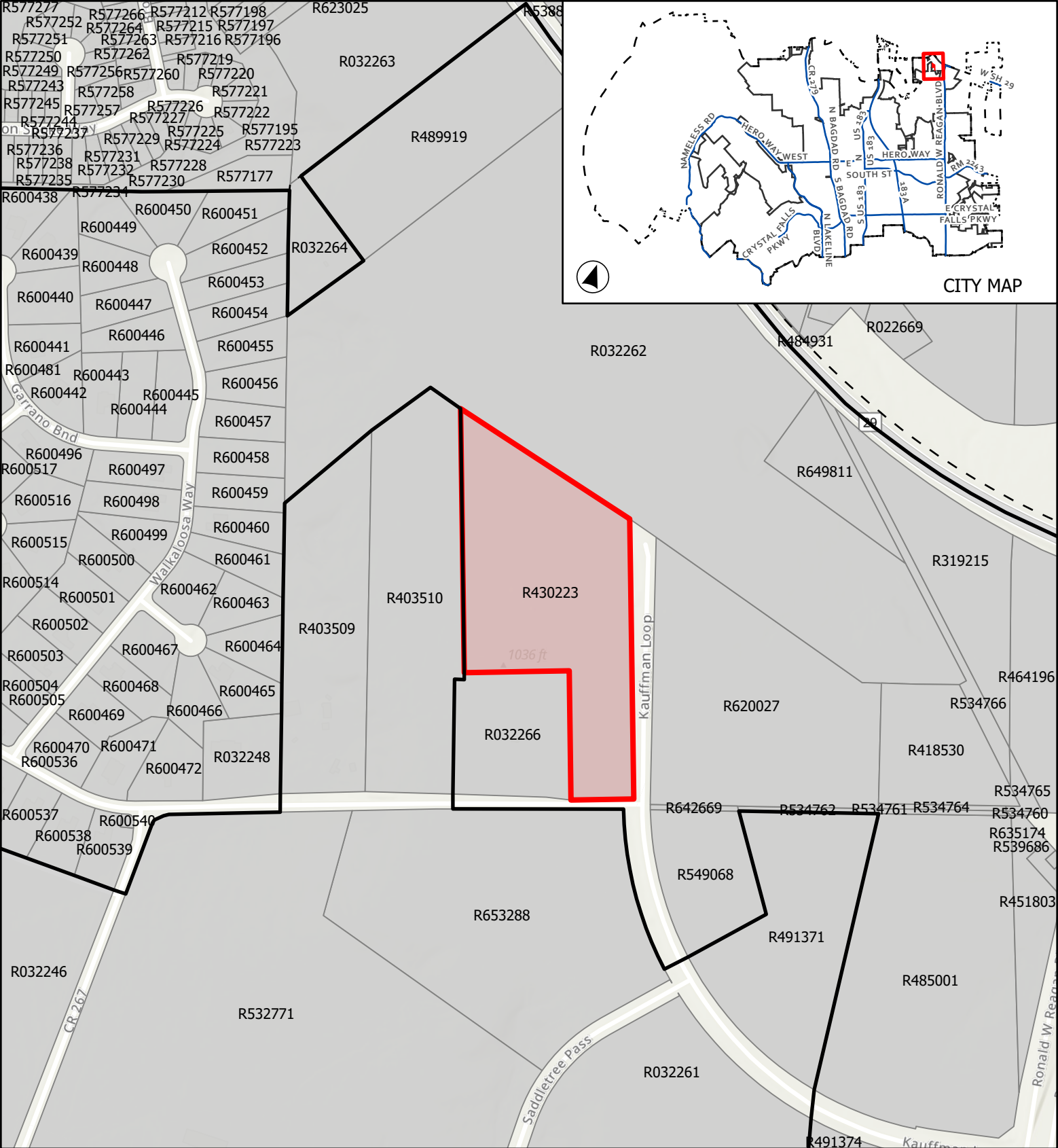
3/4/24

KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
069252742	MARCH 2024	AS SHOWN	ZJR	ZJR	ACK

TREE PROTECTION PLAN

VALOR SCHOOLS
CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
10
OF 10



CASE: CP-23-0021 ATTACHMENT 2 VALOR SCHOOLS

Location Map

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

0 230 460
Feet

- City Limits
- ETJ Boundary
- Subject Boundary

Page 291 of 303



EXECUTIVE SUMMARY
4/4/2024

AGENDA SUBJECT:

Discuss and consider action on the approval of an amendment to Cypress Meadow Phasing Plan; on one (1) parcel of land approximately 44.1 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R403528; generally located southwest of S. US 183 and Hernandos Loop, Leander, Williamson County, Texas.

BACKGROUND:

In January 2022, the City Council approved an update to the Subdivision Ordinance and Chapter 13 Utilities which added provisions for development phasing in response to the City's water concerns. The City Council conducted their annual review of the changes in January 2024 and determined that the phasing is still needed. This proposal is requesting an amendment to the Cypress Meadows Phasing Plan, which would allow for the development of ninety-two (92) single-family lots and one (1) commercial lot in one phase. Currently, the Phasing Plan includes sixty-one (61) single-family lots in Phase 1 and eighteen (18) single-family lots in Phase 2. Chapter 13 Utilities allows for the amendment of an approved development phasing plan by submission of a proposed amended development phasing plan using the process set forth in Section 13.12.002.

Sec. 13.12.002. - Development phasing plan required.

A development phasing plan is required for any subdivision within the city limits and extraterritorial jurisdiction that includes more than 30 lots or units. The development phasing plan for the subdivision must be approved by the city council before a subdivision concept plan will be approved.

HISTORY/TIMELINE:

08/18/2022 - Concept Plan Approved

06/08/2023 - Preliminary Plat Approved

APPLICANT/AGENT:

ViewPoint Engineering (Will Buzzelli) on behalf of MMK Century, LLC.

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Att 1 Cypress Meadows - Proposed Phasing Exhibit
2. Att 2 Cypress Meadows - Existing Phasing Exhibit
3. Att 3 Cypress Meadows - Location Map
4. Att 4 Cypress Meadows - Phasing Request Letter

PROJECT NO. 24010	
DATE MARCH 11, 2024	REV 0
SHEET # 13 of 97	
PROJECT CYPRUS MEADOWS CONSTRUCTION PLANS CITY OF LEANDER WILLIAMSON COUNTY, TEXAS	APPLICANT MMK VENTURES, LLC, 2207 W. PARKMAN LN, AUSTIN, TX 78727
TITLE PHASING PLAN	

		3/28/2024
City of Leander City Hall 105 N Brushy Street Leander TX, 78641		
	Cypress Meadows Phasing Plan	
	VPE#: 24010	

Dear Sir or Madam,

ViewPoint Engineering is writing to propose an amendment to the approved phasing plan for Cypress Meadows. Our proposed development plan includes 92 single-family, low-density lots and a commercial lot all in Phase One, necessitating an amendment from the current, approved phasing plan.

We believe this amendment is crucial for the successful implementation of our development plan and aligns with the city's growth objectives. We have included an exhibit of the proposed plan for your review.

Thank you for considering our request. Please let me know if any further information is needed.

Very truly yours,
ViewPoint Engineering



*Will Buzzelli, PE
Director of Entitlements*



EXECUTIVE SUMMARY
4/4/2024

AGENDA SUBJECT:

Discuss and consider action on directing staff to move forward with an amendment to the Composite Zoning Ordinance regarding the appropriate zoning district for vape shops and possible location criteria; Leander, Williamson and Travis Counties, Texas.

BACKGROUND:

The Composite Zoning Ordinance does not currently address vape shops as a permitted use. During the January 18, 2024 City Council Meeting, the Council requested a future agenda item to discuss vape shops.

A vape shop generally defined as a retail outlet that specializes in selling vaping products. Vaping means using a vaporizer or inhalant-type device, also known as an electronic cigarette, that contains a power source and heating element designed to heat a substance and inhaling the vapor of the device directly through the mouth, whether or not the vapor contains nicotine.

Staff has determined that there are at least five (5) vape shops in Leander. Attachment 1 includes the location of the existing vape shops, schools (public and private), and public parks.

City Council held a workshop on March 7, 2024 to discuss vape shops. During the meeting the City Council requested additional information regarding the requirements of surrounding cities with regard to vape shops. Staff reviewed ordinances and contacted surrounding cities to request additional information (see Attachment 2). Staff found that the surrounding communities do not specifically restrict the sale of vape products. The restrictions are applied to uses such as the active use of vape or vape lounges.

Staff sees a need for defining the use and providing clarification in the Composite Zoning Ordinance. The purpose in this agenda item is to receive feedback from the City Council to aid in drafting an ordinance to address vape products.

HISTORY/TIMELINE:

01/18/2024 - City Council Requested a Workshop

03/07/2024 - City Council Discussion

APPLICANT/AGENT:

City Council

RECOMMENDATION:

PRESENTER:

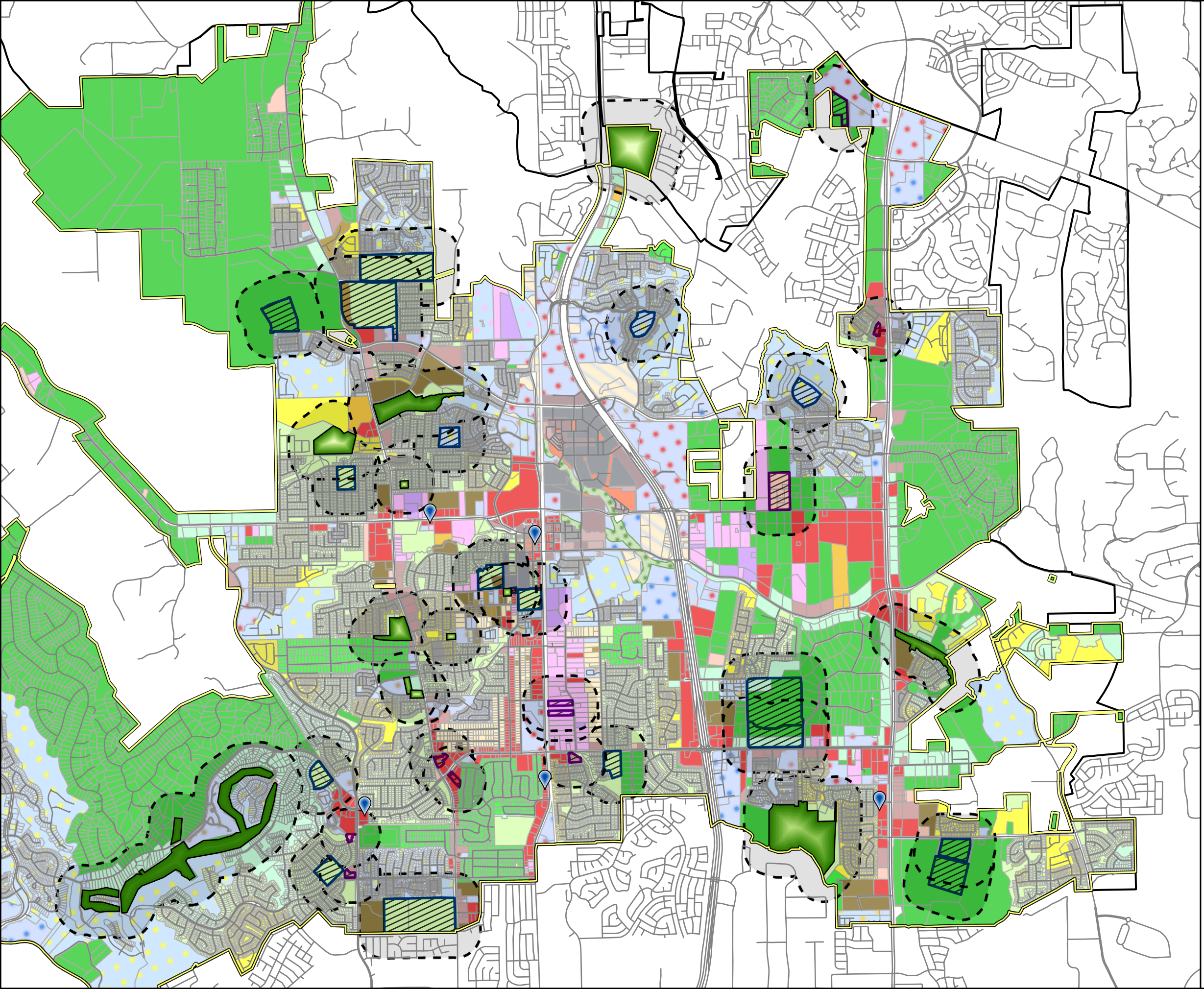
Robin M. Griffin, AICP, Executive Director of Development Services

Fiscal Impact

Attachments:

1. Map
2. Findings

Vape Shop Analysis



- Leander City Limits
- Leander ETJ
- Vape Shops (5)

School Boundary

- Private
- Public
- City Parks
- 1000' Buffer

Current Zoning

RESIDENTIAL

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

RETAIL/COMMERCIAL

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

INDUSTRIAL

- HI-Heavy Industrial

PUD LAND USE

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

SECTORS

- OS-Open Space
- CD-Conventional Sector
- S2-Station Sector

TRANSECTS

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

City	Category - Sales Only	Zoning Districts	Category - On site consumption	Zoning Districts
City of Kyle	Retail (Tobacco Sales)	CBD-2 (Central Business District 2) RS (Retail and Services District) W (Warehouse District) C/M (Construction and Manufacturing District) NC (Neighborhood Commercial District) CC (Community Commercial District) MXD (Mixed use Development District)		
City of Round Rock	Retail Sales and Services	C-1 (General Commercial) C-1a (General Commercial - Limited) C-2 (Local Commercial) OF-2 (Mid-Rise Office) BP (Business Park) MU-1 (Mixed-Use Historic Commercial Core) MU-2 (Mixed-Use Downtown Medium Density) MU-L (Mixed Use Limited) MU-R (Mixed-Use Redevelopment and Small Lot) MU-G (Mixed-Use Greenfield and Large Lot)		
City of Cedar Park	Retail	NB (Neighborhood Business) LB (Local Business) GB (General Business) HC (Heavy Commercial) MU (Mixed Use) PA (Planning Area) EC (Entertainment Center)		
City of Pflugerville	Retail Sales and Services	Office (O) Neighborhood Services (NS) Retail (R) General Business 1 (GB1) General Business 2 (GB2) Campus industrial (CI)	Lounge	General Business 1 (GB1) General Business 2 (GB2)
City of Georgetown	Personal Services, Restricted	C1 (Local Commercial (S)) C3 (General Commercial (P)) (MUDT Mixed Use Downtown(S))		
City of Hutto	Retail	B-1 (commercial: local/neighborhood) B-2 (commercial: general) T-4 (General urban) T-5 (Urban Center) OT-4T (Transition) OT-5H (Historic) OT-5C (Co-op) SD-A (Arterial)		



EXECUTIVE SUMMARY
4/4/2024

AGENDA SUBJECT:

Discuss and consider action on the naming of parkland approximately 53.87 acres in size as Horizon Lake Park, more particularly described by Williamson Central Appraisal District Parcel R620144, and generally located at Horizon Park Boulevard adjacent to the Horizon Lake residential subdivision.

BACKGROUND:

This park was a collaboration between the developer and the City to fulfill their parkland dedication requirements. The property was recently deeded to the City and City maintenance operations began oversight on March 11. There will be a short presentation on the park amenities and plans; mowing, etc. Lastly, we are seeking a date for a potential ribbon cutting in late April or May. The Leander Parks and Recreation Board unanimously approved the name Horizon Lake Park on February 13, 2024.

HISTORY/TIMELINE:

09/2020 - Parkland Dedication Plan was approved
02/13/2024 - Parks and Recreation Board approved the Name
03/05/2024 - Property Deed to the City
03/11/2024 - City oversight began

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval

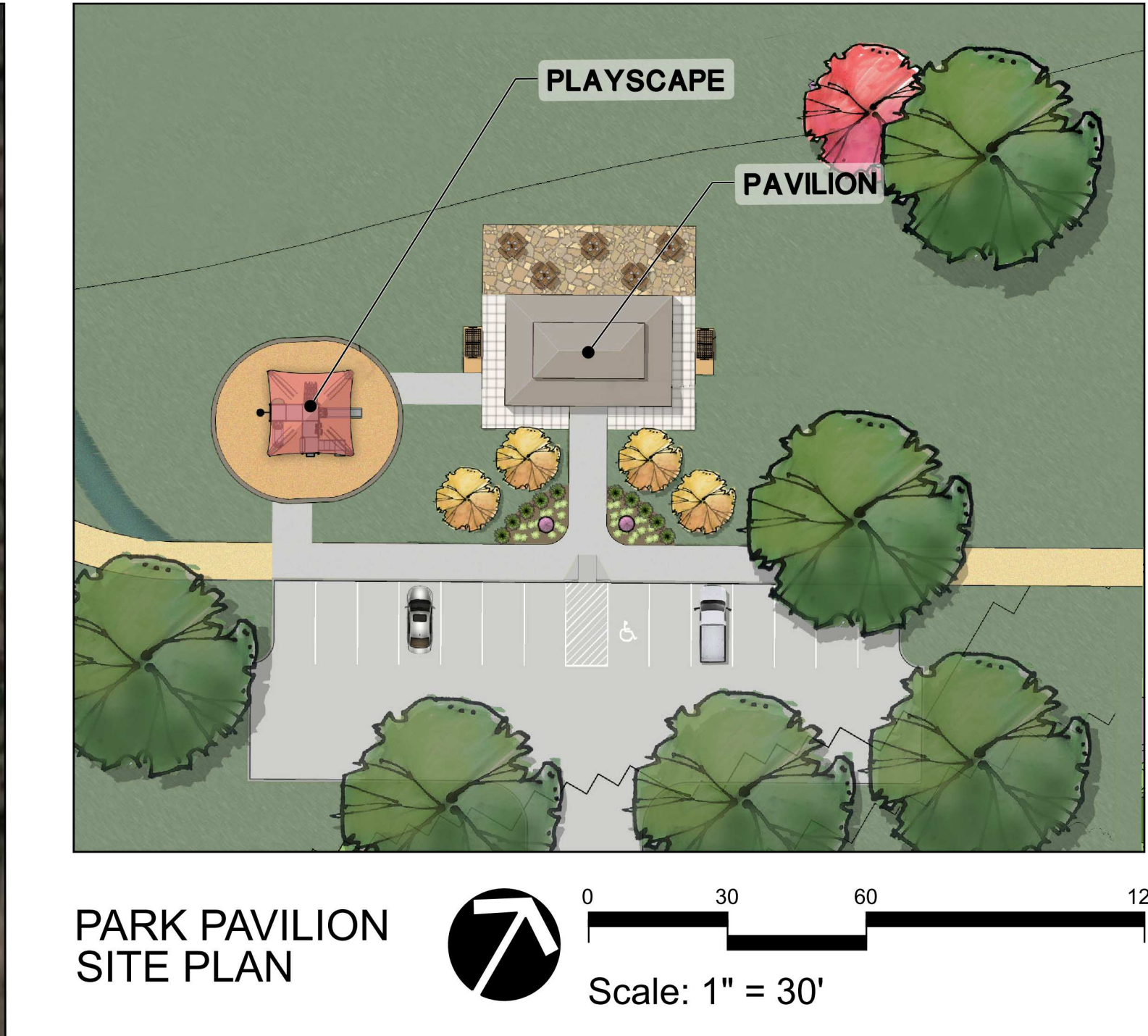
PRESENTER:

Mark Tummons, Parks and Recreation Director

Fiscal Impact

Attachments:

1. Park Location Map



Phase No	Section No	Lots	Parkland Required	Parkland Proposed	Floodplain Acres/Slope	Acres Credited	Park Acre Surplus/Deficit	Parkland Fee In Lieu Value	Recreation Improvement
1	1	89	3.12	0.00	0.00	0.00	0.00	0.00	\$ 35,600.00
1	2	8	0.28	0.00	0.00	0.00	0.00	0.00	\$ 3,200.00
1	3	0	0.00	84.22	72.30	48.08	0.00	0.00	\$ -
1	4	0	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
2	1	118	4.13	0.00	0.00	0.00	0.00	0.00	\$ 47,200.00
3	1	39	1.37	0.00	0.00	0.00	0.00	0.00	\$ 15,600.00
3	2	51	1.79	0.00	0.00	0.00	0.00	0.00	\$ 20,400.00
3	3	0	0.00	12.99	12.77	6.61	0.00	0.00	\$ -
4	1	136	4.76	0.00	0.00	0.00	0.00	0.00	\$ 54,400.00
4	2	38	1.33	0.00	0.00	0.00	0.00	0.00	\$ 15,200.00
		479	16.77	97.21	85.06	54.68	37.92	0.00	\$ 191,600.00