



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, April 18, 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	City Manager - Todd Parton

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 from Northline Leander Development Company, LP regarding proposed updates to the Northline Development land use, addition of a new development partner (Endeavor), time frame extensions associated with the Northline TIRZ agreement, and considering a change to allow the ability to transfer a portion of the reimbursement to Endeavor on several parcels of land approximately 115.7076 acres ± in size; generally located to the southwest of the intersection of 183A Toll Road and San Gabriel Parkway, Williamson County, Leander, Texas.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.
5. Roll Call.
6. Presentation of plaque and accomplishments for outgoing Interim City Manager.
Oath of Office for newly appointed City Manager.
[A brief reception will be held in foyer following the Oath of Office.]
7. Public comments on items not listed in the agenda.

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

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

8. Staff Reports
 - Water Update
 - Capital Improvement Project Update - Senior Activity Center

9. Leander History

CONSENT AGENDA: ACTION

10. Approval of the minutes for meeting held on April 4, 2024.
11. Approval of a Memorandum of Understanding between the City of Georgetown and the Williamson County Regional Animal Shelter Member Governments consisting of Cities of Cedar Park, Round Rock, Hutto, and Leander.
12. Approval of the Second Reading of an Ordinance 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) and Development Agreement Case DA-23-0027 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.
13. Approval of the Second Reading of an Ordinance 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) and Development Agreement Case DA-23-0024 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.
14. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0106 to amend the Hero Way & Main Street Medical Office PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local 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.
15. Approval of an extension of the completion date for Subdivision Case PICP-21-0032 Blockhouse Creek Farm - Leander Public Improvement Construction Plans; more particularly described by Williamson Central Appraisal District Parcels R629336, R629338, and R629340, generally located at along Niles Drive, west of Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
16. Approval of Development Agreement Case DA-23-0028 regarding the Bagdad Retail Outlet Development on one (1) parcel of land, more particularly described by Williamson Central Appraisal District Parcel R031686, generally located at 1067 N. Bagdad Road, Leander, Williamson County, Texas.
17. Acceptance of public improvements for Devine Lake Phase 4 (PICP-21-0029).
18. Acceptance of public improvements for Barksdale Phase 1 (PICP-22-0029).
19. Approval of an expenditure Supplemental Contract No. 2 with Alan Plummer Associates, Inc. for the Brushy Creek Regional Wastewater System (BCRWWS) East Wastewater Treatment Plant (WWTP) Expansion (Construction Phase Services) Project in the amount of \$250,000.00 with Leander's allocation being \$105,750.00.
20. Approval of the Roadway Impact Fee Offset Agreement for the Cedar Brook Subdivision; and authorize the City Manager to execute any and all necessary documents.

21. Award of Solicitation CIPS24-005 to Cash Construction in the amount of \$7,506,794.00 for construction services for the RM 2243 Master Lift Station and Gravity Relief Main Project (CIP WW.43); and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

22. Conduct a Public Hearing regarding Comprehensive Plan Case CPA-23-0009 to amend the Comprehensive Plan land use category from Multi-Use Corridor to Neighborhood Residential and consider action regarding Zoning Case Z-23-0102 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFR-2-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban), LC-2-B (Local Commercial), GC-2-A (General Commercial), and GC-3-A (General Commercial) and on eight (8) parcels of land approximately 290 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.
- 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.
23. Conduct a Public Hearing regarding Ordinance Case OR-24-0017 to amend the Subdivision Ordinance to adopt updates to the Parkland Dedication, Park Improvement, and Parkland Fee-in-Lieu regulations and requirements, and to provide for related matters; Williamson & Travis Counties, Texas. *[Withdrawn by applicant]*

REGULAR AGENDA

24. Discussion regarding the Comprehensive Plan Implementation Schedule, Leander, Williamson & Travis Counties, Texas.
25. Discuss and consider action on an appeal of an administrative decision regarding Article VI, Section 14 (c) of the Composite Zoning Ordinance pertaining to standards associated with utility lines on one (1) lot, approximately 22.27 acres in size, more particularly described by Williamson Central Appraisal District Parcel R031208, commonly addressed as 10930 E. Crystal Falls Parkway; Williamson County, Texas.
26. Discuss and consider an Ordinance amending the City Council Rules of Procedure to establish guidelines for Council-issued proclamations and related matters.
27. 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.]*
28. Council Member Closing Statements.
29. Convene into Executive Session pursuant to Section 551.074, to discuss the transition and assignments of the Interim City Manager and City Manager.
- Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the transition and assignments of the Interim City Manager and City Manager.
30. 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 12 day of April 2024 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

A handwritten signature in black ink that reads "Dara Crabtree". The signature is written in a cursive, flowing style. Below the signature is a solid horizontal line.

Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
4/18/2024

AGENDA SUBJECT:

Receive a presentation from Northline Leander Development Company, LP regarding proposed updates to the Northline Development land use, addition of a new development partner (Endeavor), time frame extensions associated with the Northline TIRZ agreement, and considering a change to allow the ability to transfer a portion of the reimbursement to Endeavor on several parcels of land approximately 115.7076 acres $\pm$ in size; generally located to the southwest of the intersection of 183A Toll Road and San Gabriel Parkway, Williamson County, Leander, Texas.

BACKGROUND:

The Northline Development was initiated in 2018 with the adoption of the Northline PUD and TIRZ Reimbursement Agreement. Since that time, the developer has completed significant road and utility infrastructure, townhouse and multi-family development, and started the process for office/retail improvements.

This project has experienced delays including coordination with other entities, COVID, Pedernales Electric Cooperative (PEC) supply chain issues, increased interest rates and raised costs for materials.

Northline is working on a partnership with Endeavor to take the lead on retail development adjacent to 183A Toll Road that would include seventeen (17) acres with the option to add an additional ten (10) acres. This portion of the project is proposed to be removed from the Northline PUD and create a new PUD to apply conventional commercial zoning requirements thus removing the property from the SmartCode requirements.

The purpose in this agenda item is to provide the TIRZ Board with the proposed changes to the development and include the request for extensions to the timeframe for the development and addition of a new development partner. This proposal will also be presented to the City Council during the April 4, 2024 meeting. If the TIRZ Board and City Council are amenable to the request, legal staff and the developer's legal team will begin the drafting process for the update documents.

The TIRZ Board received a presentation from Northline on March 27, 2024. The board discussed different aspects of the proposal and agreed that the concept proposed was an appropriate path forward. They directed staff to review the proposal and prepare the necessary documents to bring back for consideration at a future meeting.

HISTORY/TIMELINE:

06/21/2018 – Approval of the PUD Zoning & Concept Plan
07/25/2019 – Approval of the Preliminary Plat
08/16/2018 – Approval of the Northline PUD Development & Reimbursement Agreement
11/20/2019 – Approval of the 1st Minor Revision to the PUD Zoning
07/08/2021 – Approval of the 1st Minor Revision Preliminary Plat
03/10/2022 – Amendment of the Northline PUD Development & Reimbursement Agreement

12/21/2023 – Approval of the 2nd Minor Revision Preliminary Plat
03/27/2024 – TIRZ Presentation

APPLICANT/AGENT:

Northline Leander Development Company, LP (Alex Tynberg)

RECOMMENDATION:

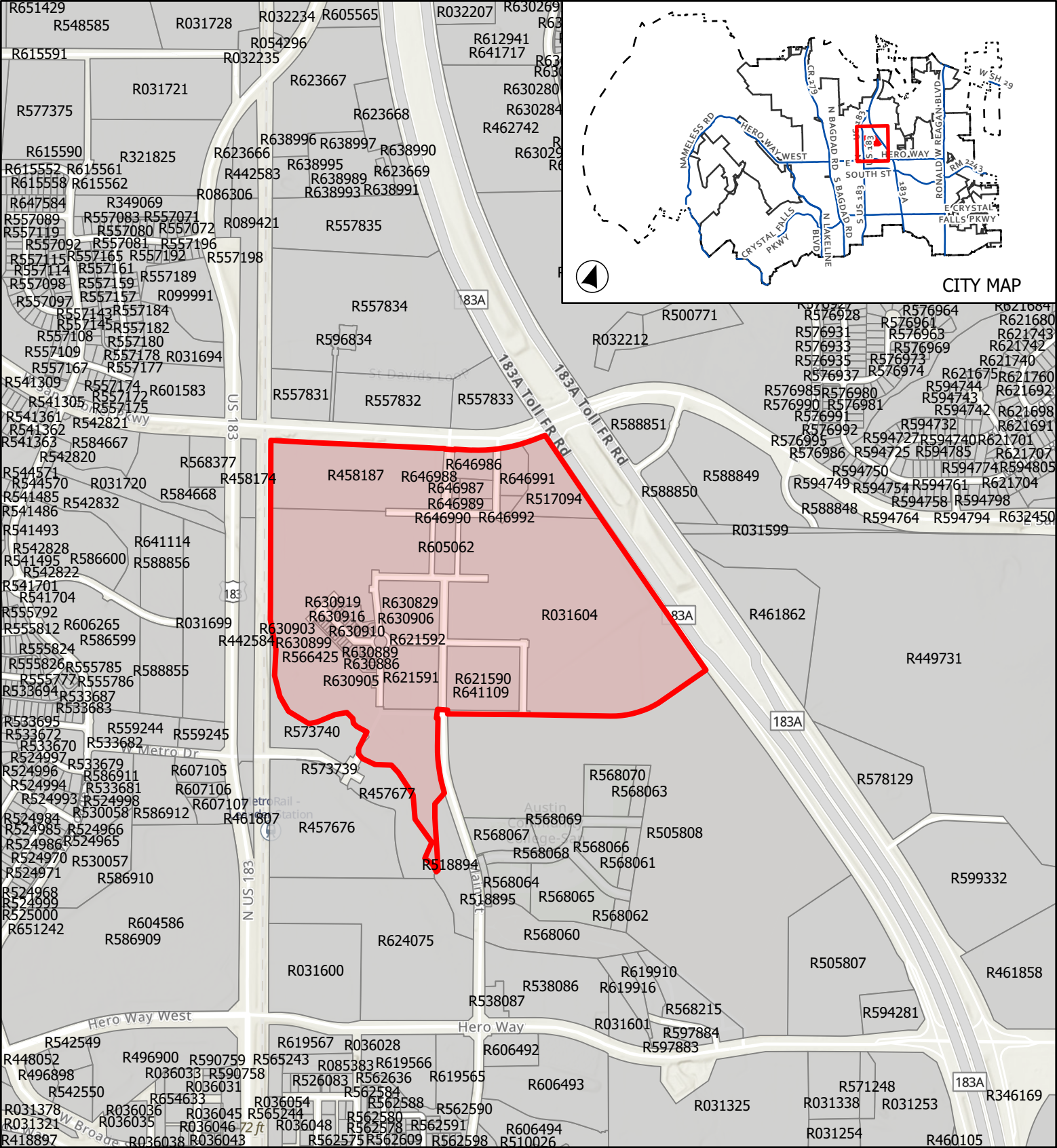
PRESENTER:

Alex Tynberg, Northline Leander Development Company, LP

Fiscal Impact

Attachments:

1. Att 1 Northline Location Map
2. Att 2 Northline Development Agreement Presentation (2024.04.18)-1
3. Att 3 Northline ERG City Council Presentation Material (2024.03.21)



ATTACHMENT 1

NORTHLINE

Location Map



 City Limits
 ETJ Boundary
 Subject Boundary

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.

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Feet



Leander, Texas



Northline Leander Development
Company, LP

Northline Development Agreement
Presentation to City of Leander

April 18, 2024

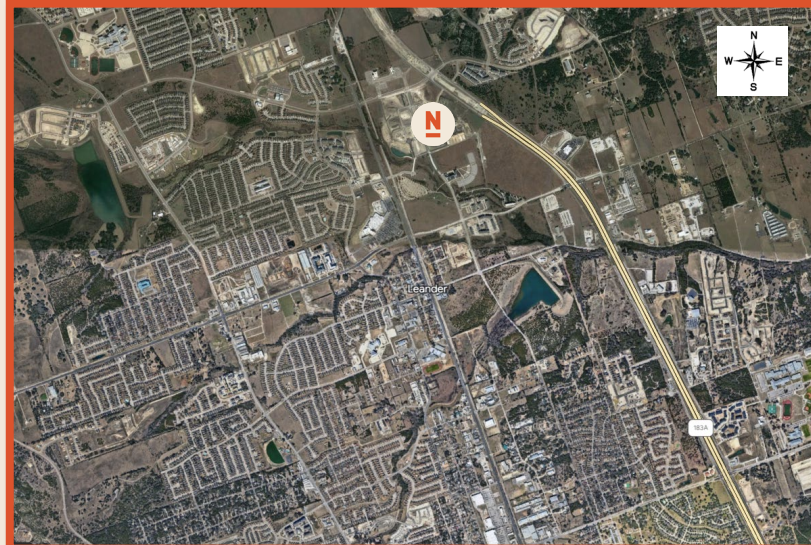


Northline Development Agreement Presentation Summary

- The original agreement between the City of Leander (“CoL”) and Northline involved CoL covering all of Northline’s Phase 1 costs to be effectuated in the Northline Development Agreement.
- Since the Northline Development Agreement was executed in 2018, there have been numerous events that have changed the assumptions that were in place in 2018 and that have delayed the development of Northline and/or modified the framework of the agreement, which justify changes to the Northline Development Agreement.
- The most recent significant change is the recommendation by CoL staff that, instead of amending the Northline PUD to allow surface parking for large-scale Retail development of approximately 20% of the developable property within Northline that currently is proposed to be developed by Endeavor Real Estate Group as a present market viable project along the eastern boundary of Northline and the US 183A Toll Road frontage, this portion of the property would be removed from the Northline PUD and the SmartCode regulations.
- Northline is requesting the following changes to the Northline Development Agreement:
 - Additional time in the form of an additional 2 years to meet the 2nd set of development requirements, while increasing the Commercial (defined as Office, Medical Office, Retail, and Hotel + Convention/Conference) square footage numbers within all of Northline by 50% for that requirement.
 - CoL to provide back-end property tax increment reimbursements for Northline’s Phase 1 costs in a separate agreement to the extent those costs are not provided by the TIRZ.
- Northline’s development plans still meet the Commercial (Office, Medical Office, Retail, and Hotel + Convention/Conference) square footage objectives from 2018 that CoL used as a basis for its approval of the Northline Development Agreement, providing CoL with similar economic benefits while expediting a significant portion of the desired Retail development requirement.
- Northline also is providing CoL with a host of additional benefits not required under the Northline Development Agreement, such as a reduced cost reimbursement total, assuming the maintenance obligations for additional public improvements within Northline, and contribution toward CoL’s cost to bring reclaimed water to Northline, among others.

Original Northline Development Agreement Intent

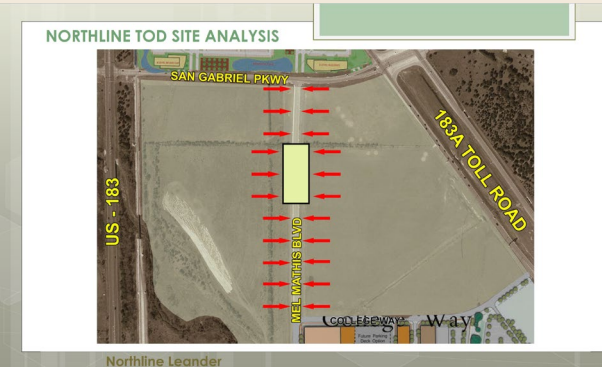
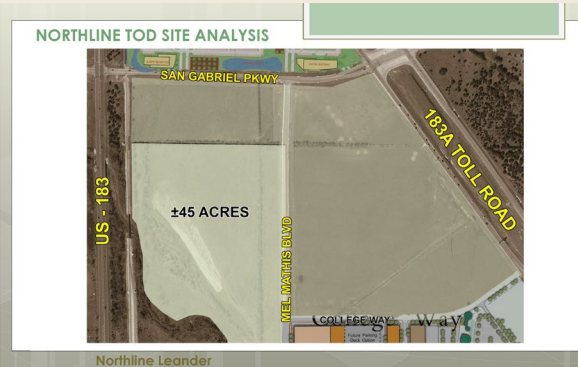
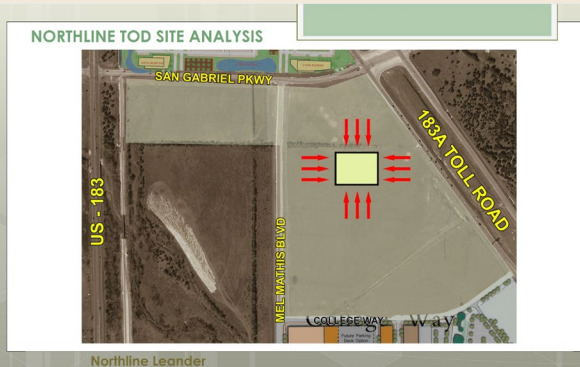
- The original intent of the agreement between CoL and Northline involved CoL covering all of Northline's Phase 1 costs – some through upfront funding and the remainder through reimbursements.
- These costs are for public horizontal infrastructure improvements in CoL streets and streetscape rights-of-way, water quality wet ponds, as well as civic spaces that are all dedicated to CoL for CoL ownership.



Original Northline Development Agreement Intent

History -

- Northline learned in its initial discussions with CoL in 2016 that CoL Council and staff desired a design for Northline that met the objectives of the TOD and CoL was willing to provide incentives to cost share the required public horizontal infrastructure improvements.
- Northline initially comprised ~70 acres and was coordinating with CoL staff in mid-2017 on an incentive agreement similar to the Northline Development Agreement approved in 2018.
- After early coordination with COL, Northline hired David M. Schwarz Architects (“DMSAS”) (as recommended by CoL Planning Director Tom Yantis) to complete the Northline site plan and the Gibbs Planning Group (“Gibbs”) (as recommended by CoL SmartCode consultant Mike Watkins) to provide a Retail market analysis for the 70-acre site.
 - DMSAS initially site planned the 70-acre project, but encouraged Northline to secure more acreage to expand Northline to both sides of the future Main Street in order to be able to more holistically design CoL’s future downtown core as shown on the following slides.



- The Gibbs’ analysis in 2017 showed the potential for 118,510 SF of Retail at Northline by 2022.

Original Northline Development Agreement Intent

- The DMSAS' 116-acre plan at the time of CoL approvals in 2018 showed a phasing plan of significant surface parking over multiple phases to occur over a 20+ year period when density is generated through proposed parking garages in certain blocks.

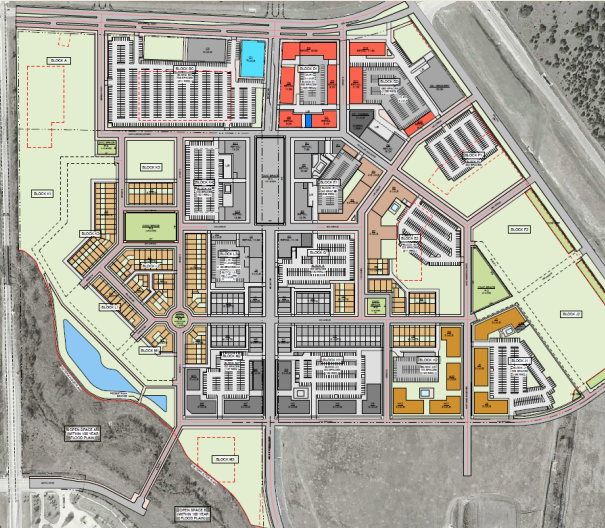
LEVEL 1 - PHASE 1

NORTHLINE TOD



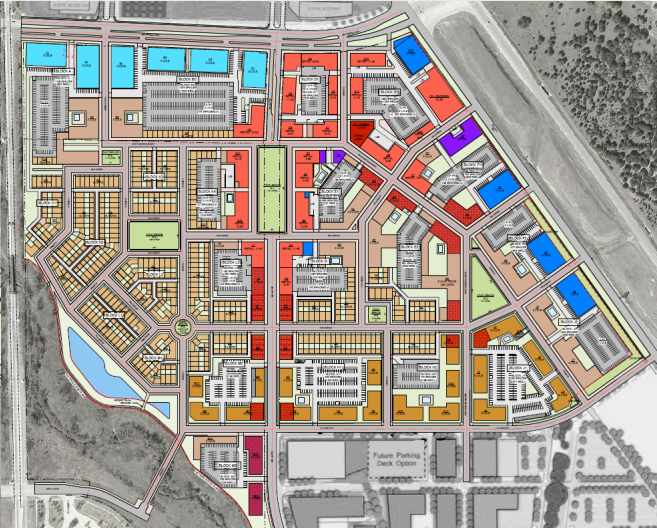
LEVEL 1 - PHASE 2

NORTHLINE TOD



LEVEL 1 - FULL

NORTHLINE TOD



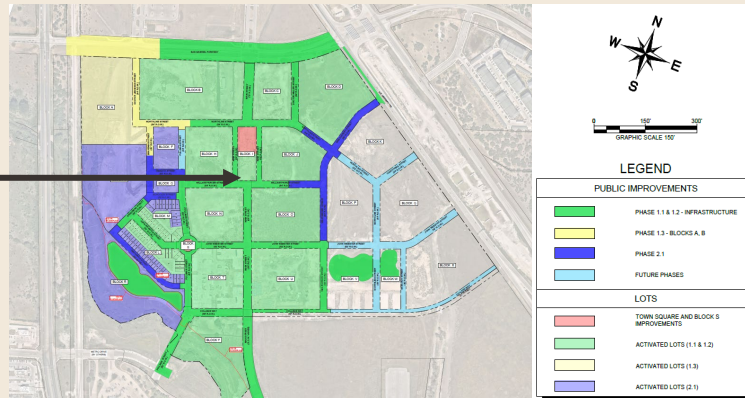
Original Northline Development Agreement Intent

- With the recommended site plans and Retail forecasts, CoL agreed to cover Northline's Phase 1 costs with a structure involving \$15M in upfront funding and reimbursements for the remainder of Phase 1.
- The original intent was for all of the reimbursements to be covered by the TIRZ via property (ad valorem) tax increment.
- CoL City Manager Kent Cagle crafted a creative financing strategy for CoL's \$15M (funded by certificate of obligation bonds) whereby CoL would have its own TIRZ Agreement that would be prioritized in front of Northline's TIRZ Agreement to cover CoL's annual debt service.
- Because Northline's TIRZ reimbursement repayments were being pushed back from a timing perspective based upon CoL's TIRZ Agreement taking priority, CoL agreed to provide upfront direct CoL reimbursements through the 380 Agreement (the Northline Development Agreement) for Water/Wastewater Impact Fees and Permit/Inspection Fees.
- This history is captured in the exhibit entitled "Northline Development Agreement Intent" at the end of this document comprising the following:
 - "TOD Project Phasing Plan/Costs" titled email dated 7/20/17 with the Gibbs Retail Market Analysis (dated 6/16/17).
 - "Re: Conceptual Terms for Potential Economic Development Agreements" titled emails dated 9/19/17 and 10/13/17 with the "Conceptual Agreement for Northline Development Agreement" document (that was dated 9/14/17) attached.
 - "Economic Development Meeting Agenda" titled email dated 3/28/18.

Relevant Facts Since CoL Development Agreement Approval

- After CoL approved the Northline Development Agreement and Northline PUD Agreement in 2018, the TIRZ Board was to approve the CoL's TIRZ Agreement (for CoL's annual debt service of its \$15M certificate of obligation bonds) and Northline's TIRZ Agreement when the County determined that it also desired a TIRZ project in front of Northline's to "match" the City's TIRZ project. As a result, the County was able to get a County \$4.7M San Gabriel Parkway TIRZ project approved in priority in front of Northline's TIRZ project.
 - The County TIRZ project substantively pushed back Northline's TIRZ reimbursement payments, delaying those TIRZ payments to Northline by several years and currently are anticipated to not commence until 2027.
- Since 2018, Northline moved forward to engineer and construct the public horizontal infrastructure improvements per its agreements with CoL and the TIRZ Board, developing the improvements in phases to stay ahead of the vertical projects that were lined up with Northline development partners.
- Northline has spent over \$25M in public improvement costs to date (in addition to CoL's direct costs of ~\$12.7M) and is committed to a similar subsequent amount for the pending Phase 1.3, Northline Circle, and Town Square projects along with later Northline phases.

Public horizontal
infrastructure improvements
completed and accepted
by CoL shown in green



Relevant Facts Since CoL Development Agreement Approval

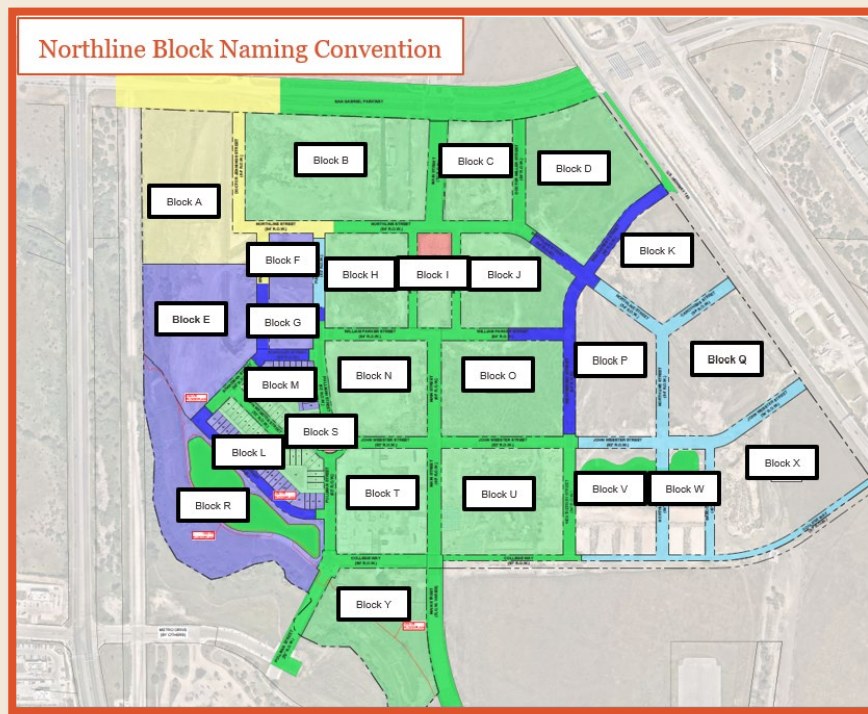
- Northline has brought Best-In-Class vertical development partners to Northline and some of which already have delivered initial phases of the highest-quality dense Residential (Multifamily and Townhomes) within the CoL to kick-start the town center development.
 - Northline also had lined up Lincoln Property Company, the 2nd largest development company in the nation, in 2019 to develop Commercial vertical projects within Northline; however, Lincoln has not been able to commence any vertical projects (more below).
- Since 2018, there were various other factors that led to additional delays, financial and other cost implications, and general economic headwinds for Northline between 2020-2024 worth mentioning:
 - In coordination with CoL's Engineering Department, Northline worked with Austin Community College ("ACC") and encountered a renegotiation with ACC on locating a shared water quality pond requiring a redesign of the Northline site plan, re-engineering for a second water quality wet pond, and amending the Northline PUD's concept plan, which delayed Northline development process by 6-9 months;
 - COVID (generally recognized to have had a serious, adverse effect on the economy and slowed real estate development projects);
 - Pedernales Electric Cooperative ("PEC") electrical delays;
 - Macro-recessionary pressures during COVID in the 2023-2024 timeframes;
 - Bank failures causing pauses in real estate development lending;
 - Rapid interest-rate escalations that significantly raised costs for real estate developers and buyers;
 - Substantial construction price increases and supply chain issues for Northline's public horizontal infrastructure improvements and Northline's vertical development partners' projects; and
 - CoL's slow growth agenda to address water supply concerns.
- These delays impacted Northline's initial Residential (Multifamily and Townhomes) projects that were set back 8-12+ months (primarily due to PEC delays for the public horizontal infrastructure improvements and subsequent additional electrical equipment and other construction supply issues for their individual vertical projects).

Relevant Facts Since CoL Development Agreement Approval

- Northline had early Commercial projects that encountered issues getting commenced due to the above-referenced factors:
 - Northline's first Commercial project was to be a Medical Office building that St. David's Hospital interfered with getting developed and so Northline had to address this item directly with St. David's Hospital, which it resolved after coordination of over a period of more than a year, and as a result of such period caused that Medical Office project to leave Northline for a location on Hero Way (on a smaller scale) just west of Main Street.
 - Northline's second Commercial project was to be a 60,000 SF mixed-use Office project in Block B that Lincoln Property Company could not get capitalized during the 1st half of 2022 (as it spent ~8 months on a capital raise from late 2021 until mid-2022 with no success). Northline subsequently moved on to coordinate with St. John Properties for a similar Office project now nearly underway, and on a larger scale.
 - Northline's third Commercial project was to be The Hub and that Retail project could not get capitalized in early 2023 whereby, per its CoL 380 Agreement, it had a go/no go decision to move forward on design and permitting to start construction by the end of 2023 and decided to pause in March of 2023.
 - After Lincoln also could not commit to its Medical Office building in 2023, Northline coordinated with Ryan Companies, which currently is in the process of moving forward to commence plans for a larger Medical Office building, but will need to wait to start construction only once St. David's Hospital moves forward with its initial phase of its full hospital across the street.
- CoL's Impact Fee reimbursements did not start until the latter half of 2023 as it took CoL 4+ years to complete its required Impact Fee study to include the Northline water and wastewater infrastructure (that triggered the Impact Fee reimbursements), and which significant timeframe was not contemplated in 2018 when the Development Agreement was executed.

Northline Status Update

- With its current vertical development partners in place, Northline is positioned to build out the rest of the project in an accelerated timeline with all of the blocks planned as explained further below.
- The following exhibit shows the current block designations as a reference.



Northline Status Update

Multifamily - Slate Real Estate Partners Best-In-Class development partner and CoL's highest caliber product (Blocks T&U).

Slate Multifamily (Blocks T&U – Developed)



Townhomes – Novak Brothers Best-In-Class development partner and CoL's highest caliber product (Blocks L&M).

Townhomes (Blocks L&M – Developed)



St. John Properties – Best-In-Class development partner – establishing the CoL Class A Office market (Block B); anticipated to commence construction in May-July of 2024.

Class A Office (Block B – Pending Development)



Northline Status Update – Multifamily & Townhouse Aerial Images

February
2024:
Block L&M
and T&U
Aerial



Northline Status Update – Multifamily & Townhouse Aerial Images

February
2024:
Block T&U
Aerial

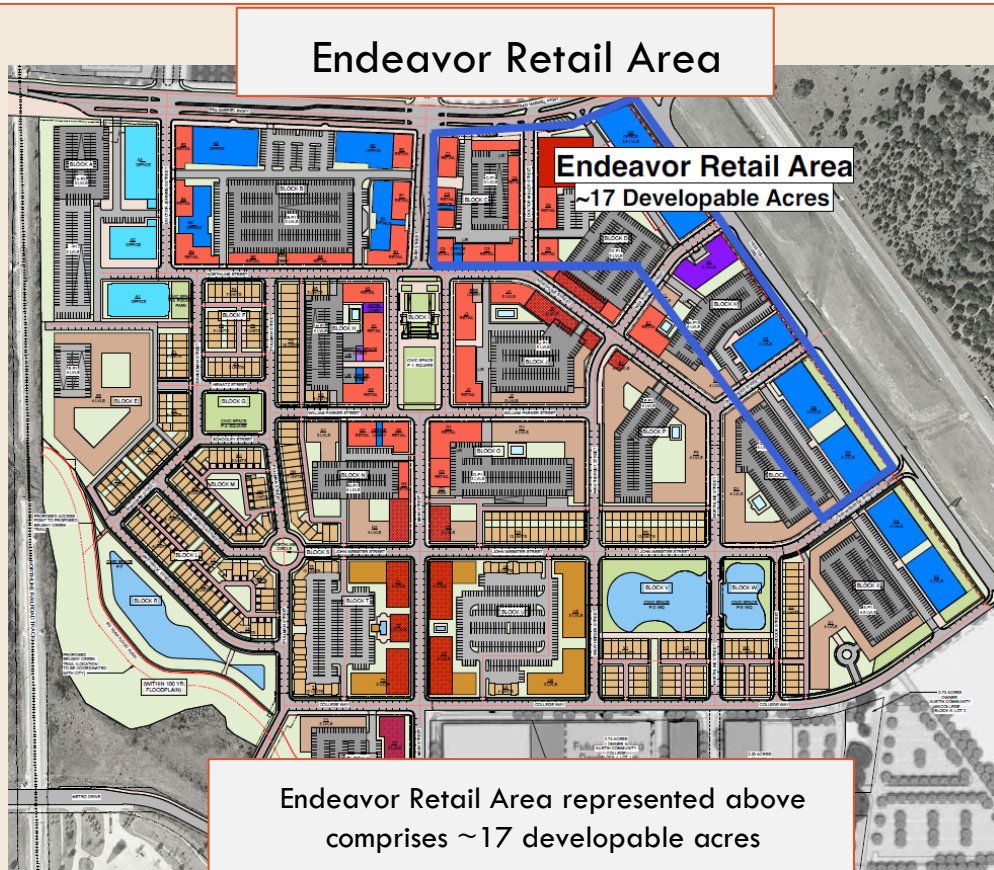


Northline Status Update

- St. John Properties – 4 Potential Office Projects (Block B).
- Endeavor Real Estate Group – Endeavor Retail Area – Blocks C, D, and portions of K&Q (pending contracting).
- Ryan Companies – Medical Office (with a construction start dependent upon the commencement of the initial phase of St. David's Hospital's full hospital) (Block A – pending contracting).
- Senior Living (Residential) (Block E – pending coordination).
- Multifamily and ground-floor Retail (Blocks H&F – pending coordination).
- Hotel with Convention/Conference – Northline is coordinating with CoL per the CoL consultant's Hotel market study (pending) where it is anticipated that the project is able to utilize the economic benefit tools of the state Hotel occupancy tax and Retail sales tax from House Bill 4103 (passed into law in 2021 through the support of Northline's lobbyist) (Block J and interior portion of K – pending coordination).
- Endeavor Real Estate Group Multifamily (Blocks N&O – pending contracting).
- Age-Restricted Multifamily (Block P and interior portion of Q – pending coordination).
- Townhomes (Blocks V&W).
- Block X – Retail or Corporate Campus.
- Block Y – waiting to play off of Leander Station when it has more dual-route ridership with a variety of potential product types (to include Retail, Office, and Residential).



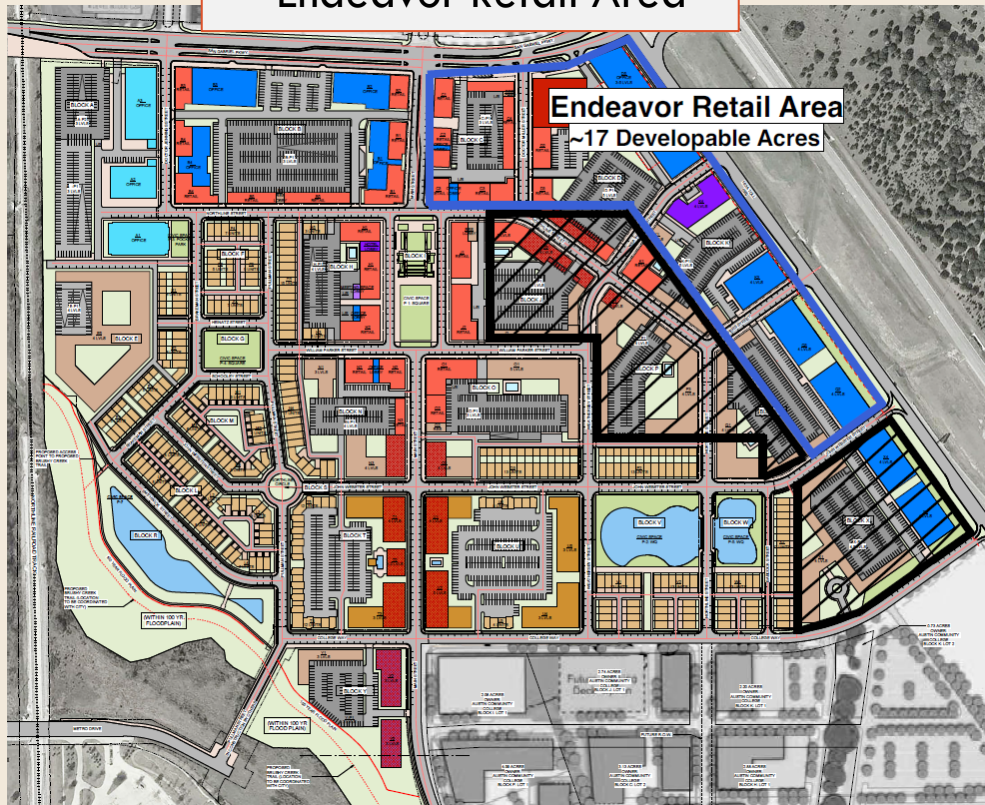
Northline Status Update



*Northline and Endeavor propose to preserve the right to expand upon the Endeavor Retail Area by being able to phase additional property into the Endeavor Retail Area of up to 18 additional acres as long as the property is used primarily for Retail and is adjacent to the current ~17 acres.

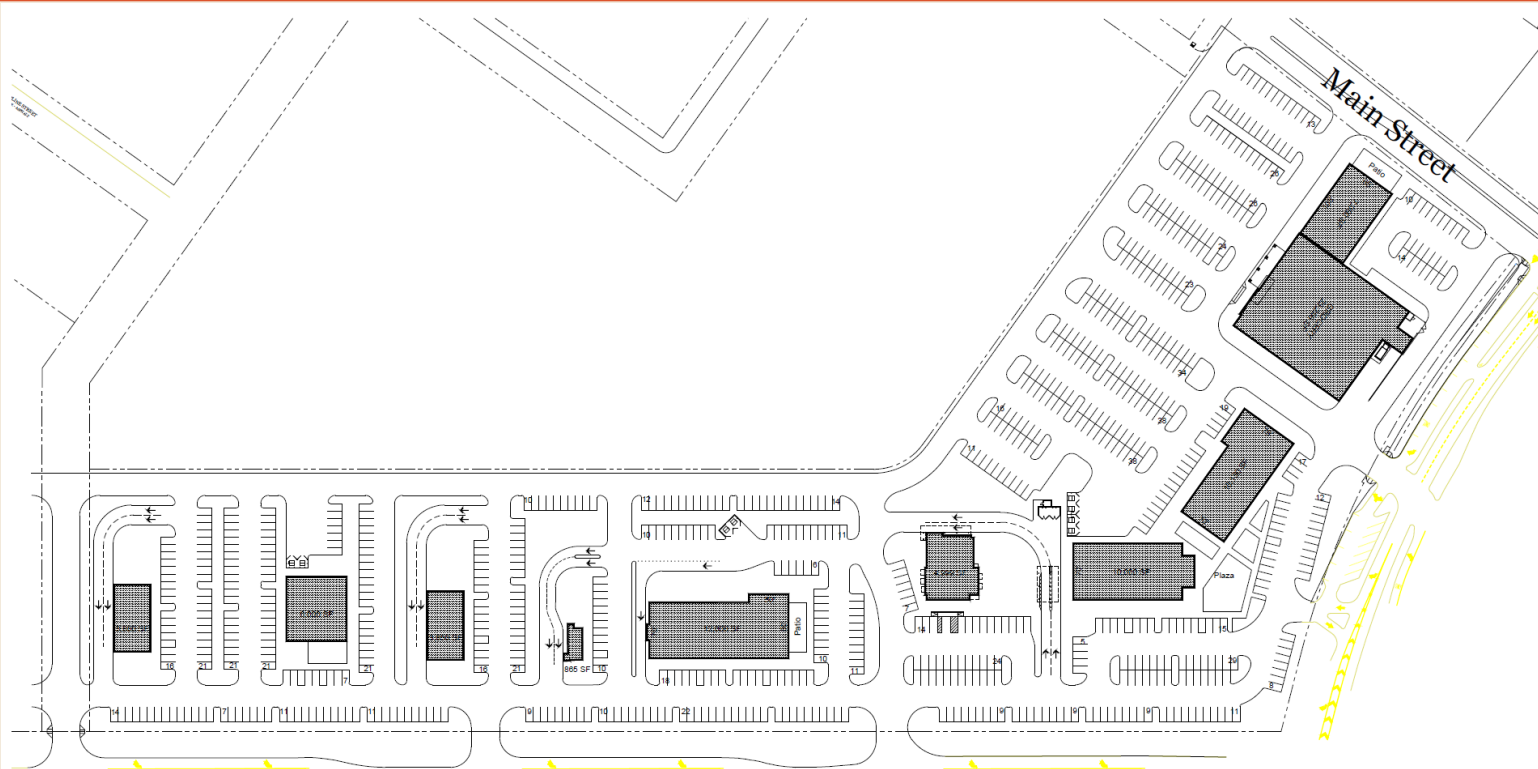
Northline Status Update

Endeavor Retail Area



This slide shows the opportunity to expand upon the Endeavor Retail Area by being able to phase additional property up to 18 acres.

Northline Status Update – Endeavor Retail Area Site Plan



U.S. Hwy. 183 - Southbound Frontage Road

Why the Request to Modify the Northline Development Agreement

- Toward the end of 2023, Northline initially proposed to CoL that the Endeavor Real Estate Group (“Endeavor”) Retail Area remain part of the Northline PUD with modifications to the Northline PUD to provide for additional flexibility for market viable large-scale Retail today, but CoL staff proposed to simplify the request by removing the Endeavor Retail Area from the Northline PUD altogether to allow for conventional zoning to regulate the Endeavor Retail Area.
 - Conventional zoning provides Endeavor with its needed flexibility in the zoning to allow it to build market viable Retail along the eastern frontages of Northline in order to develop substantive Retail with our targeted Retail anchors.
 - Removing the Endeavor Retail Area from SmartCode/PUD zoning provides Endeavor with the needed assurances in the zoning (as to surface parking allowances and building frontage requirements) to be able to develop the Retail center with buildings for its anchor retailers that can be repurposed later in a manner that does not need to meet the existing SmartCode/PUD zoning conditions at that later time.
- Removing the current Endeavor Retail Area from the Northline PUD takes away ~20% of the developable area for PUD/TIRZ reimbursements and represents an important Commercial zone within Northline meriting a modification of the Northline Development Agreement.
 - CoL still receives the property and sale tax benefits from the Endeavor Retail Area, but Northline is giving up the reimbursement potential from the property tax increment as well as reimbursements for Impact Fees and Permit/Inspection Fees for this area.

Northline Development Agreement Request – Preface

- It is important to highlight that all of Northline's reimbursements pursuant to the Northline Development Agreement are based upon fees paid to CoL for development at Northline and/or property tax increment generated from additional development of Northline whereby Northline is being reimbursed just a portion of these fees and/or property tax increment.
 - The above-contemplated structure provides for a CoL budget-friendly approach as all reimbursements are paid from additional funds generated by Northline to CoL.
- Only with CoL reimbursements of Phase I costs over time can Northline take on the public realm maintenance obligations it is willing to commit to over time (to include public spaces, public streetscapes, and the 2 public water quality wet ponds within Northline).
- City Council recently reaffirmed the Northline Phase I definition that classifies the Phase I costs to be reimbursed.

Northline's Development Agreement Request

#1 – Additional Time with More Commercial (Office, Medical Office, Retail, and Hotel + Convention/Conference) SF Requirements –

- CoL's obligation to make reimbursement payments "shall terminate (a) if applications for site plans and/or building permits for not less than a total of 100,000 square feet of Commercial and non-residential uses and not less than a total of 200 residential units within The Northline PUD have not been filed on or before the expiration of five (5) years after the effective date of the future approved Developer TIRZ Agreement" (which is August 27, 2023)
 - This requirement has been met with (1) the St. John Properties Office project submittals on 7/18/23 (SD-23-0133) and 8/22/23 (BLDC-23-00234) for over 100,000 square feet of Commercial and (2) the Slate Multifamily project's site development permit submittal (SD-21-0014) in Blocks T&U and the multiple associated Slate Multifamily building permit submittals along with the Novak Brothers Townhomes submittals in Blocks L&M in 2022 for ~360 Residential units.
- The CoL's obligation to make reimbursement payments "shall terminate (a) if applications for site plans and/or building permits for not less than a total of ~~2300,000~~ 200,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within ~~the~~ the entirety of the 116-acre Northline project have not been filed on or before the expiration of ~~eight (8)~~ eleven (11) years after the effective date of the future approved Developer TIRZ Agreement" (which is August 27, ~~2026~~ 2029); however, if St. David's Hospital has commenced constructing the first phase of its hospital across the street from Northline by the end of 2025 and a Hotel project within Northline has provided applications for site plans and/or building permits by the midpoint of 2028 that this requirement is shortened to August 27, 2028.
 - Alternatively, Northline would be willing to keep the original requirement of 200,000 square feet of commercial and non-residential uses by the original August 27, 2026 date if the Endeavor Retail Area could be counted toward this second threshold and represents the entirety of that threshold, given the importance of commercial and non-residential uses to CoL and the Northline project. In this regard, Northline would meet the original requirement of 200,000 square feet of commercial and non-residential uses by the original August 27, 2026 date with the inclusion of the Endeavor Retail Area project (in its current proposed square foot size) and, assuming the Northline and Endeavor's proposals are approved by City Council, anticipates this submittal to occur approximately 1 year earlier than the original deadline date.

Northline's Development Agreement Request

#2 – CoL to Back-End Property Tax Increment Reimbursements Given the Delayed TIRZ Timeframe –

- CoL to back-end the property tax increment reimbursements for Northline's Phase 1's costs through a separate agreement using a similar reimbursement methodology of the City's 50% of property tax increment to the extent these costs are not reimbursed by the TIRZ, and which is limited to the cap in the Northline TIRZ Agreement for property tax increment reimbursements.

#3 – Northline's Phase 1 is Reduced to Eliminate Public Streets Solely within the Endeavor Retail Area –

- Northline will give up reimbursements for the hard costs for Phase 1.2 Blocks C&D (excluding any area along the San Gabriel Parkway frontage) given the fact that these public horizontal infrastructure improvements are located solely within the Endeavor Retail Area.
 - Northline has calculated these hard costs to be \$588,575.18 (which can be broken down as follows: Developer General – \$384,982.39, Water – \$122,030.62, Wastewater – \$56,850.27, and Reclaimed Water – \$24,711.90).

#4 – Providing the Potential for the Endeavor Retail Area to Receive a Transfer of Remaining TIRZ Funds from Northline's Phase 1 to Cover Costs Associated with CTRMA Pass-Through Drainage and Related Infrastructure –

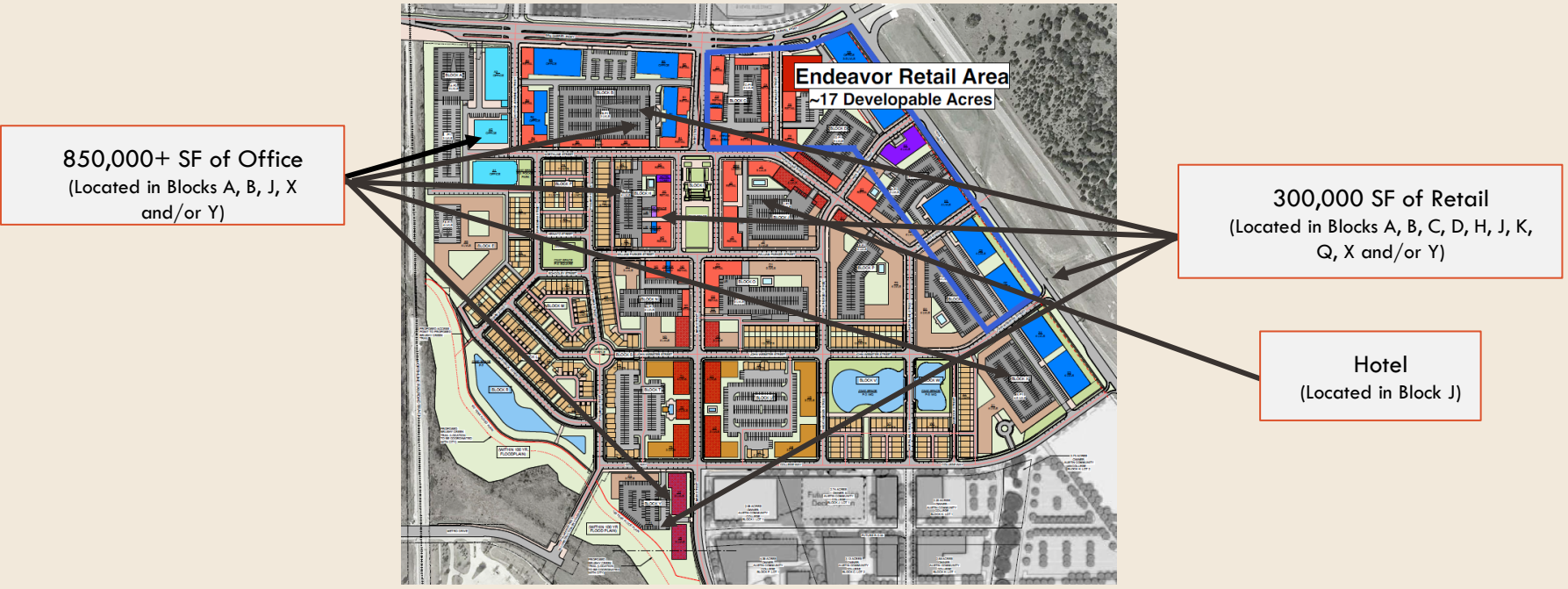
- Northline is proposing, subject to ongoing CoL coordination, to allow for an incentives agreement that provides a transfer of property tax reimbursements from Northline's Phase 1's allocation (so that it is a net swap of incentives) for costs attributable to the CTRMA pass-through drainage and related infrastructure that impacts the Endeavor Retail Area. This coordination would allow for these TIRZ incentives to move in priority in front of Northline's TIRZ Agreement.
 - Note that reason for this transfer request is driven by the fact that CoL Staff is recommending that the Endeavor Retail Area is removed from the Northline PUD rather than having the Northline PUD modified to allow for Endeavor's prospective uses as originally proposed.

#5 – Ability to Add Acreage to the Endeavor Retail Area –

- Northline and Endeavor propose to preserve the right to expand upon the Endeavor Retail Area by being able to phase additional property into the Endeavor Retail Area of up to 18 additional acres as long as the property is used primarily for Retail and is adjacent to the current ~17 acres.

Northline Still Meeting Commercial Objectives

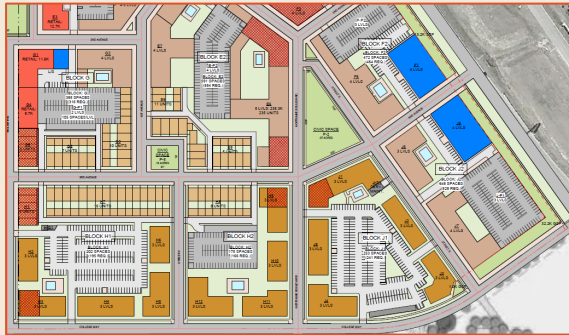
- CoL hired Urban3 in 2018 to present to City Council prior to CoL's approval of the Northline Development Agreement.
- Urban3 provided CoL with a report (included in the exhibit to this presentation) showing development objectives using the DMSAS plan "at full build-out" of "nearly 300,000 square feet of retail space, more than 2,500 residential units, as well as a hotel, cinema, and over 850,000 square feet of office space."
- Note that these development objectives are to be met "at full build-out," which is to take 20+ years to materialize, but Northline's current plan intends to expedite this build out.
- With Northline's current plans, including Endeavor's plan with the Endeavor Retail Area, Urban3 Commercial objectives will be met.



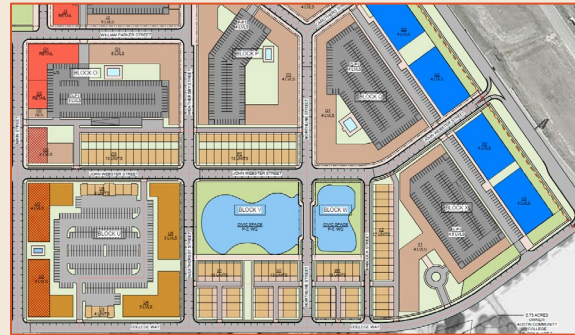
Northline Still Meeting Commercial Objectives

- Specifically, Endeavor's Retail plans provide the ability to deliver the Urban3 Retail objectives, in an accelerated manner, which otherwise would have taken to the end of the 20+ year timeline. As a result, the current Northline plan fast tracks a portion of those Retail amenities for the benefit of the CoL community and for the financial benefit to CoL with both property and retail sales tax revenues.
- The Endeavor plan brings more property and sales tax revenue to CoL on an earlier timeframe now than with the previous DMSAS plan phased approach.
 - Please refer to Endeavor's projected property and sales tax generation over a 10-year period in Endeavor's presentation materials.
- Urban3's Commercial objective will be met even with a loss of a number of acres in the heart of the project due to the fact that Northline was required to construct a 2nd water quality wet pond (as referenced earlier due to the renegotiation with ACC).

FORMER PLAN



CURRENT PLAN



Why Northline's Request Is Merited

- Northline is simply attempting to get back to the original agreement between CoL and Northline where the CoL is to cover the costs of Northline Phase 1.
 - The bulk of these reimbursements always were contemplated to be from property tax increment that would be handled through the TIRZ, but the County San Gabriel Parkway project that was made priority to Northline's project and removing the Endeavor Retail Area from the Northline PUD (removing ~20% of the developable area) were not considerations at the time of the original agreement and have materially changed the timeline for reimbursements under the TIRZ (whereby the reimbursements will occur over substantially longer period of time), requiring a modification to the structure. The fact that the current TIRZ is set to expire in 2031 makes this issue more important to address.
 - Removing the Endeavor Retail Area from the Northline PUD also reduces the associated Impact Fees and Permit/Inspection Fees from reimbursement to Northline to the additional benefit of CoL and the detriment of Northline.
- Northline has put over \$25M at risk so far to construct the public horizontal infrastructure improvements (and is about to complete Phase 1.3 and build out additional civic spaces this year), all of which are CoL owned assets, in order to facilitate the original intent of the agreement between the parties and to stay ahead of market demand. Northline constructed the vast majority of these CoL improvements with significant debt in a high interest-rate environment.
- Furthermore, Northline currently is willing to take on additional obligations not required under the Northline Development Agreement as an additional benefit to CoL, which includes:
 - Maintenance responsibility for Northline's 2 water quality wet ponds (which Northline has been doing for over the past year without an agreement in place).
 - Maintenance responsibility for all of the public streetscapes throughout Northline.

Why Northline's Request Is Merited

- Additional Justification:
 - Endeavor's initial Retail plan expedites the Retail for Northline to the benefit of all parties – as attempting to one-off Retail projects to reach the 300,000 square foot objective over time (with groups like The Hub) was both a challenge and would take significantly more time to achieve.
 - Endeavor plan nearly achieves the Gibbs' analysis of 118,500 square feet of Retail potential, which is to be delivered in the next 2 years.
 - Endeavor's initial Retail plan obtains the critical Retail users that are ideal for a town center project – to include a grocer, restaurants, and other food & beverage and entertainment uses – many of which will not go into a mixed-use building in a suburban market as each requires to be in a single-story/single-use building with a specific number of adjacent surface parking spaces dedicated to their business in a manner that could not be built using the SmartCode/PUD zoning, and so the current Northline plan addresses those Retail users in the only way that is market viable while still meeting the intent of the original development agreement objectives.
 - Note that even the Domain has areas of surface parking on the frontage after 20+ years for key retail users – Whole Foods and restaurants along the Mopac feeder.
 - The initial Retail at Northline is a loss leader for the Northline development (see notes in the exhibit from 2017 referencing the same).
 - Endeavor's Retail development, which is being fast tracked, will spur additional dense development within Northline as an activation for the later phases in nearby blocks where the parking garages will be located.
 - The Endeavor Retail Area will have less CoL streets to maintain (less cost for CoL).

Why Northline's Request Is Merited

- Northline is not requesting anything more from CoL than what was provided for in the Northline Development Agreement, but simply needing additional time and a modified structure for the reimbursements through different buckets in order to cover those costs given the changes that have occurred since CoL's initial approval. In exchange, Northline is providing CoL with ADDITIONAL benefits.
- Northline is providing CoL with MORE:
 - 1.5x the Commercial square footage requirements.
 - The assumption of maintenance obligations for public realm areas within Northline that saves CoL ongoing maintenance costs in perpetuity (as the Development Agreement only requires Northline to maintain the civic spaces) – but Northline only will agree to these additional obligations if it has surety that the applicable Phase 1 costs will be reimbursed assuming it meets the development objectives.
 - 2 water quality wet ponds.
 - Public streetscapes.
 - Superior quality streetscapes and civic spaces



Why Northline's Request Is Merited

- Less cost to reimburse with the removal of Phase 1.2 Blocks C&D hard costs (as solely within the Endeavor Retail Area) representing \$588,575.18.
- Coordination with CoL for Northline to use reclaimed water for its irrigation so that Northline can be represented as a prime example for water conservation/efficiency.
- Northline's contribution of \$250,000 for the cost to bring reclaimed water to Northline from CoL's water treatment plant on Hero Way.
- A few examples of post-constructed and post-accepted public horizontal infrastructure improvements that were redone at Northline's cost in order to satisfy new CoL staff (along with a traffic report that was not required by zoning, but was completed by Northline to satisfy CoL staff).
- Premier civic spaces to include Northline Circle, Town Square, spaces around each water quality wet pond, Block G, etc.



- The TIRZ's expiration in 2031 merits the need for CoL to address Northline's property tax reimbursements through an additional mechanism (assuming the TIRZ is not extended).
- CoL has granted other development projects additional time with its 380 incentive agreements – most notably working with St. David's Hospital on the initial phase of its full hospital that was supposed to have started by now and whereby Northline's Commercial (Medical Office) is dependent and reliant upon that commencement, which has been delayed.

Importance of the Request for the Benefit of All Parties

- It is critical for Northline that it is able to develop its Retail in the near term in a manner that generates the town center “place” or “destination” currently not present in Leander.
 - As highlighted earlier, none of the targeted Retail anchor users will go into a vertical mixed-use environment in a suburban market such as Leander and Endeavor’s plan has been curated for those users and designed specifically for those users.
- The Endeavor Retail plan is a complement to the overall Northline Master Plan and expedites development to bring all tax revenues sooner and this type of development will spur the density in Northline and around Northline (for additional tax benefits to CoL).
 - The DMSAS phasing plan is over a 20+ year period where Retail gets phased in over time whereas Endeavor’s plan will reach many of these Retail objectives in 2 years, and is nearly meeting the Gibbs’ Retail viability numbers with this initial project.
- If CoL says no, then Endeavor moves on and most likely leapfrogs this sort of project in Leander to Liberty Hill whereby Northline has to find another Retail partner that will take more time and CoL misses out on near-term tax revenue whereas its investment into Northline is jeopardized.

Why Now?

- We need to give Endeavor the direction to move forward on Northline now.
- The timing now is ideal as Retail is the real estate product type in favor with new development, assuming the land cost is right, and Northline is trying to keep the land value at a place where the Retail anchors, as loss leaders, can still make a project viable.
- Northline is now a few years into its development process and we have the Best-In-Class development partner in Endeavor, who developed well over ½ of Cedar Park's Retail (along with other notable mixed-use projects in Central Texas), is ready to develop Northline's Retail at an accelerated plan for multiple Northline blocks at once (that will generate significant ad valorem and sales tax benefits).
- Unlike past Northline development partners (Lincoln Property Company and The Hub), Endeavor already has its equity in place with its own closed fund and is active in the Leander market with Southbrook Station and Home Depot, which is a major difference.
- CoL has been working on its TOD for 20 years with no considerable substantial Commercial development to highlight to date and, if not executed by Endeavor, there will not be a significant Retail project for another substantive period of time.

Why Now?

- Northline has the right vertical development partners ready to make meaningful development progress during the next real estate cycle – 2024-2027 – in order to build out the Commercial aspect of Northline as anticipated with St. John Properties for Office, Ryan Companies for Medical Office, a Hotel + Conference/Convention (with the CoL coordination), and Endeavor for Retail – as the former items are reliant upon the Retail development to make the “place.”



Thank You

**Contact
Information:**

Alex Tynberg

Principal

t 512-496-5373

atynberg@tynberg.com

Dane Rymer

Project Developer

t 310-908-9177

dane@northlineleander.com



Northline Development Agreement Intent Exhibit

Subject: Re: TOD Project Phasing Plan/Costs
Date: Thursday, July 20, 2017 at 7:14:46 AM Central Daylight Time
From: Alex Tynberg
To: Tom Yantis, Kent Cagle

Dear Tom and Kent:

I am responding to Tom's request to inform the City as to how I would need the initial phase of the infrastructure buildout for my property in the TOD to be funded at this time. As you know, this initial phase represents an estimated \$14.12mm for drainage, street, utility, and civic improvements out of a total estimated cost of more than \$43mm for all phases of infrastructure for the property. My request is for the City to reimburse the entire \$14.12mm cost with a short-term reimbursement timeframe. We have discussed a 60-day reimbursement arrangement and this would be my preference for the entire \$14.12mm. If a 60-day reimbursement framework is not possible for the \$14.12mm total, perhaps we can work together to reduce the initial phase, or explore other short-term reimbursement options with the City for reimbursements in the 1-3 year timeframe.

My rationale for this arrangement is based upon where the market currently exists for the sale of blocks to vertical developer partners once the horizontal infrastructure is completed, combined with the risk I would be taking on by any additional cost burden.

I will be dedicating land to the City that comprises the street right-of-way areas and civic spaces containing these improvements. I have made and will continue to make substantial soft cost expenditures to properly design and facilitate this work. I will be covering the financing costs (that will require personal guarantees and liquidity requirements) for the infrastructure work that also will increase my cost basis in the property. Finally, I will be managing the infrastructure construction and development process with the City to ensure a collaborative outcome.

I would like the City to step into my shoes for all of the TIRZ reimbursement funding for this \$14.12mm. This way, the City will be repaid for these investments over time through the increase in tax values. I am coordinating with Rick Rosenberg at Development Planning & Financing Group who I understand has been working with the City on a number of other real estate financing projects. He has suggested ways in which we can monetize the TIRZ funding source to enable the City to issue bonds based upon that income stream (as well as other ideas on how to generate revenue sources for upfront municipal funding). I would be happy to hire Development Planning & Financing Group to help with this process if the City has interest.

I view this development as a true partnership with the City, which is required in order to make this project viable at the onset, and will necessitate that we continue to work together on the later phases of infrastructure work. This first phase will stimulate additional development in the area and help immensely with the TIRZ reimbursement to the City. To this end, and given this collaboration, I also would be willing to "open up my books" and provide the City with my financials when I sell the blocks or lots associated with the initial phase so that the City can ensure that I am not making any more than a modest profit at best. This scenario helps to mitigate the risk that my role in helping to kick start Leander's new downtown will not result in losses for this project, which is a concern on my end.

There are two important differentiator-amenity components from my perspective that will make this

project the cornerstone to a vibrant mixed-use downtown center with placemaking at the forefront. The first is how we will design and build out our civic spaces. I believe that my consulting team's expertise and skillset are ensuring that the designs we are developing for these civic spaces will meet this superior standard. We plan to showcase our designs more fully at the August 3rd workshop with City Council. The second comprises the retail amenities. At Mike Watkins' recommendation, I hired the Gibbs Planning Group, a national leading urban retail planning firm, to complete a retail market study for the property that shows the potential for 118,500 sf of retail for the area. I have continued to consult with Robert Gibbs on the retail design and programming for the project (including attending his 3-day seminar in Boston last week) and he has highlighted the importance of ensuring that the retail piece of this downtown plan is done right, as it will drive the success of a majority of the other development that we all want to see occur in the TOD.

Specifically, as you know, we are programming a mix of residential, retail, office, hotel, and other potential uses into our plan. As confirmed through my coordination with consultants, other developers, and brokers, the retail will be the key element to the project that will most impact the subsequent development as office and residential developers rely on the retail as a complementary "amenity" for their users. It is essential that I now am able to position the project through the execution of a well-planned, essential retail component in order to create the successful mixed-use environment that the City would like developed. In this regard, finding a grocery as our lead retail anchor is the first priority and, to do so, we need flexibility in our plan to allow that lead anchor to identify the best location for their customers, and then have other complementary retail programmed around the anchor and the nearby central park in the middle of the project. Only a committed owner with a New Urbanist retail philosophy, a patient time horizon, and holistic view of the entire ~70 acres, will be able to execute the development in this manner so that the retail is done right.

Furthermore, it is likely that the retail will be a loss-leader and I will need to shoulder that burden by either (i) not being able to get market rate rents and having to subsidize those rents for a certain number of years or (ii) not being able to co-develop or sell the retail sections for development at my cost basis. At the same time, I will be requiring that the other nearby uses, such as multifamily and office, be developed so specific ground floor locations are built so that those spaces can be converted into retail uses when the market demand is realized. I will get pushback on these restrictions from my development partners; nonetheless, I recognize how important developing this retail in the proper manner will be for the success of the project and for the City's TOD in general.

In the context of this public-private collaboration, I think it is important to address the need for consolidation of public funds to one section of the TOD with one committed owner. The rationale and/or justification for such public investment is to prevent a piecemeal approach that would significantly decrease the likelihood for success of the TOD. Focusing the public investment into the first core area of the TOD, to best ensure that it is developed in a proper manner for long-term success, will beneficially impact the rest of the downtown TOD.

I look forward to working with you to structure an economic development arrangement that provides me with the ability to move forward on the purchase of the ~47 acre Beasley tract in early October (so that I am not forced to just sit on the ~23 acres that I currently own along San Gabriel Parkway while I wait until other factors come into play to stimulate development in the TOD area) and begin the construction of the first phase infrastructure in the very near term.

Thank you for your consideration,

Alex

P.S. Tom, I hope that you had a great trip and welcome back (when you receive this).

Alex Tynberg
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From: Alex Tynberg <atynberg@tynberg.com>
Date: Monday, July 10, 2017 at 11:16 AM
To: Tom Yantis <tyantis@leandertx.gov>
Subject: Re: TOD Project Phasing Plan/Costs

Tom, I know that you are traveling, but attached is a corrected version of the document I sent on Friday. I will be in touch before you return regarding the City participation component for Phase 1a. Thank you,
Alex

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From: Alex Tynberg <atynberg@tynberg.com>
Date: Friday, July 7, 2017 at 7:50 AM
To: Tom Yantis <tyantis@leandertx.gov>
Subject: Re: TOD Project Phasing Plan/Costs

Tom,

I received this late yesterday from BRD, which might represent a cleaner updated version of the street layout. I'll be in touch regarding the City participation request for phase 1a, which will come next week.

Have a great trip.

Best,

Alex

Alex Tynberg
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From: Tom Yantis <tyantis@leandertx.gov>
Date: Thursday, July 6, 2017 at 3:03 PM
To: Alex Tynberg <atynberg@tynberg.com>
Subject: RE: TOD Project Phasing Plan/Costs

OK, sounds good. I'll be back at my desk at 3:30.

From: Alex Tynberg [mailto:atynberg@tynberg.com]
Sent: Thursday, July 06, 2017 3:01 PM
To: Tom Yantis; Kent Cagle
Cc: Michael Whellan
Subject: Re: TOD Project Phasing Plan/Costs

Tom,

Thank you for the follow-up and request for clarification. My intent with the attached was to show how this project could be phased and the costs associated with that phasing. My preference would be to move forward on the entire Phase 1 component, but that depends upon the type and level of City participation as indicated below. I'll call you shortly to follow up and discuss further.

Best,

Alex

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From: Tom Yantis <tyantis@leandertx.gov>
Date: Thursday, July 6, 2017 at 2:41 PM
To: Alex Tynberg <atynberg@tynberg.com>, Kent Cagle <kcagle@leandertx.gov>
Cc: Michael Whellan <mwhellan@gdhm.com>

Subject: RE: TOD Project Phasing Plan/Costs

Alex,

Thanks for providing this information. It is very thorough!

I could not identify the specific costs that you wanted to seek funding from the City for in Phase 1a. I think it would be good to have a specific request to discuss with the Council so that we can talk about how to fund it. Is that something you can provide at this stage?

Thanks,

Tom

Tom Yantis, AICP

Assistant City Manager

City of Leander

Post Office Box 319

Leander, Texas 78646

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512-633-7207 Cell

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From: Alex Tynberg [<mailto:atynberg@tynberg.com>]

Sent: Thursday, July 06, 2017 2:32 PM

To: Kent Cagle; Tom Yantis

Cc: Michael Whellan

Subject: TOD Project Phasing Plan/Costs

Kent and Tom,

I want to thank you for all of your coordination and information to date. As we have discussed, I have been able to drill down more on my estimated infrastructure costs and I have attached the latest summary of those costs to this email (see highlighted areas for updated information). My engineering process is moving along and we soon will have draft preliminary plat that can be used to price out the work to validate our cost estimates. As we continue to further define our civic space program, we also will be able to obtain more specific numbers for those community amenities.

With respect to phasing the project with near-term priorities, the attached shows a breakdown essentially between the infrastructure work east of Mel Mathis and west of Mel Mathis. As indicated previously, my preference is to start east of Mel Mathis and move from the SE corner to the north and west. I have developed a phasing program for the improvement work east of Mel Mathis through the identification of near-term priorities and associated categories of work. There is a Phase 1a, 1b, and 1c which allows for

much of the underlying streets and sidewalk work, along with basic, preliminary park development in Phase 1a; and subsequent improvements in Phases 1b and 1c (that will serve to build out the civic and streetscape areas per our full vision). Thereafter, we would finish with Phases 2 and 3 west of Mel Mathis. I also have enclosed a diagram that shows the Phase 1a area. The single cross-hatched area west of Mel Mathis represents connecting the 24" water line along San Gabriel Parkway that we understand will be required to build out the blocks east of Mel Mathis. The triple cross-hatched areas east of Mel Mathis represent streets/drainage and all utility infrastructure.

The cost of the infrastructure improvements certainly will impact the cost basis for each block/parcel, which is why our discussion concerning these costs is so important to my execution of this vision. The way in which the overall plan is developed is dependent on the extent I cover those costs directly, reimbursement by the City through a Cost Participation Agreement with a short-term repayment, reimbursement by the City through other funding mechanisms (such as the other 50% property tax collections on my property, sales tax rebates, utility impact fees, and/or other sources per a 380 Agreement) with other repayment timelines, and/or reimbursement through the TIRZ (from the property tax increase and other potential sources described above) that will have a more extended reimbursement timeline.

My objective is to be able to horizontally develop as much of the east of Mel Mathis section as soon as possible, which is dependent upon the City participation component. At the same time, I'll need to ensure that the infrastructure costs remain at a level that enables me to sell off portions of the property without incurring a loss. There are a number of near-term buyers, including multifamily, medical office, retail/grocer, and hotel that are in play at this time. As I have indicated, I most likely will need to perform some of my own vertical development to kick off this area (and in order to avoid selling property at a loss), particularly as it relates to retail, which I am willing to perform and take on that risk.

As indicated above, the City's participation is the key component of how we progress with this project. We have met with Mayor Fielder to review our overall plans and I will be sharing with him the phasing set forth in the attached. Mayor Fielder indicated that he would consider scheduling a work session for our project on August 3 beginning at 6 p.m. prior to the Council meeting. We certainly would appreciate that opportunity to receive direct input from Council Members, along with any further feedback that you may have prior to then. Of course, if you need any further information from me prior to the July 22nd Council retreat or August 3rd Council meeting, please let know.

Thank you in advance,

Alex

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Retail Market Analysis

Leander, Texas



Prepared for:
Tynberg LLC

Prepared by:
Gibbs Planning Group

16 June 2017



Figure 1: The Leander study area shown above, can presently support an additional 118,510 sf of retail development.

Executive Summary

This study finds that the designated Leander study area has an existing demand for up to 118,510 sf of new retail and restaurant development producing up to \$50 million in sales. By 2022, this demand will likely generate up to \$53 million in gross sales.

Please find below a summary of the total new supportable retail:

<i>Grocery Stores</i>	<i>40,400 sf</i>
<i>Specialty Food Stores</i>	<i>21,500 sf</i>
<i>Pharmacy</i>	<i>11,180 sf</i>
<i>Department Store Merchandise</i>	<i>10,200 sf</i>
<i>Miscellaneous Store Retailers</i>	<i>8,270 sf</i>
<i>Apparel Stores</i>	<i>5,420 sf</i>
<i>Electronics & Appliance Stores</i>	<i>4,840 sf</i>
<i>Home Furnishings Stores</i>	<i>3,010 sf</i>
<i>Beer, Wine & Liquor Stores</i>	<i>2,810 sf</i>
<i>Sporting Goods & Hobby Stores</i>	<i>2,800 sf</i>
<i>Hardware</i>	<i>1,790 sf</i>
<i>Shoe Stores</i>	<i>1,710 sf</i>
<i>Florists</i>	<i>1,460 sf</i>
<i>Jewelry Stores</i>	<i>1,100 sf</i>
<i>Furniture Stores</i>	<i>1,010 sf</i>
<i>Office Supplies & Gift Stores</i>	<i>1,010 sf</i>
<i>Total New Supportable Retail</i>	<i>118,510 sf</i>

This new retail demand could be absorbed by existing businesses and/or with the opening of 35 to 45 new stores and restaurants. If constructed as a new shopping center, the development would be classified as a full-service grocery anchored neighborhood center by industry definitions and could include 4-5 limited-service eating places, 3-4 stores carrying department store merchandise, 3-4 full-service restaurants, 2-3 apparel stores, 4-5 specialty food stores, one home furnishings store and an assortment of other retail and restaurant offerings.

Trade Area Boundaries

Based on GPG's site evaluation, the existing retail hubs, population clusters, highway access, and the retail gravitation in the market, as well as our experience defining trade areas for similar communities throughout the United States, it was determined that consumers in the primary trade area generate demand to support a variety of retailers. This potential will continue to increase over the next five years, sustained by annual population growth of 4.03 percent and annual household income growth of 2.2 percent.

This study estimates that the Leander study area has an approximately 94 square-mile primary trade area as shown below. The boundaries roughly equate to a five-mile radius.

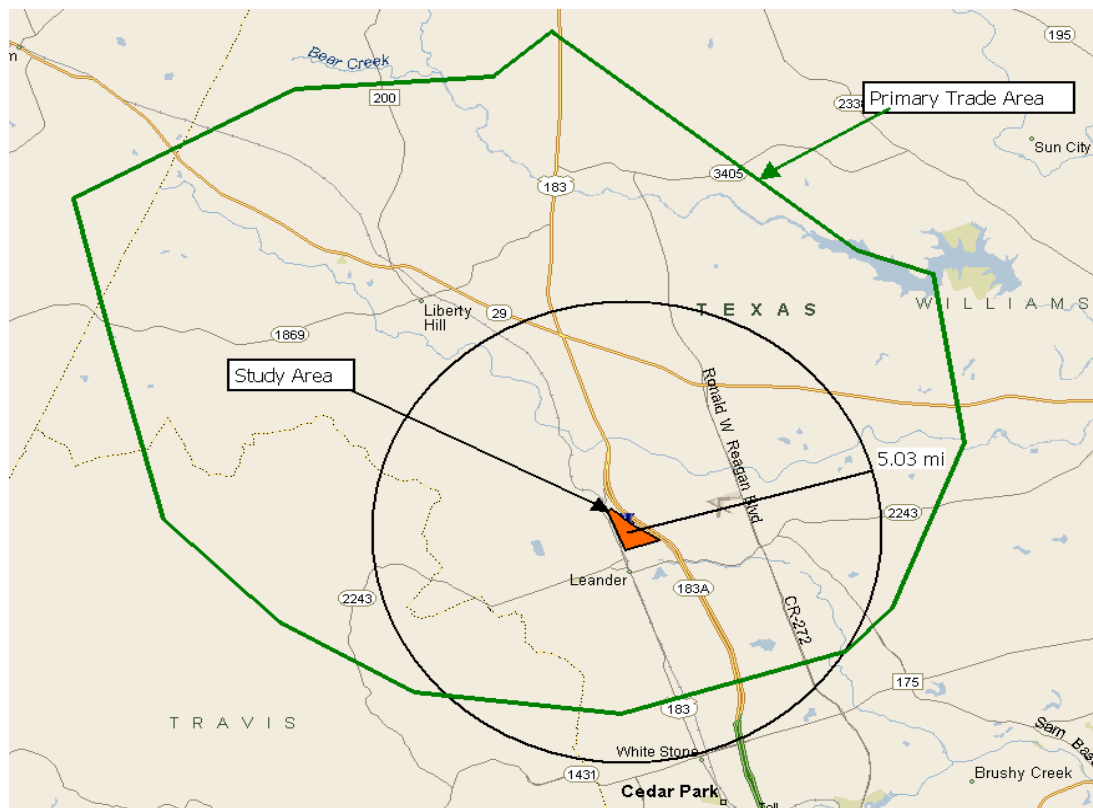


Figure 2: The Leander subject site has an approximate 94 square-mile primary trade area (shown above in green).

The primary trade area is the consumer market where the study area has a significant competitive advantage because of access, design, lack of quality competition and traffic and commute patterns. This competitive advantage equates to a potential domination of the capture of consumer expenditure by the retailers in the study area. GPG defined a primary trade area by topography, vehicular access, strength of retail competition and residential growth patterns

instead of standardized “drive-times.” Consumers inside the primary trade area will account for up to 70 to 80 percent of the total sales captured by retailers in the Leander commercial study area.

Trade Area Demographics

The study site’s primary trade area includes 81,300 people, which is expected to increase at an annual rate of 4.03% percent to 99,000 people by 2022. The current 2017 households number is 26,600, increasing to 32,400 households by 2022 at an annual rate of 4.04 percent. The 2017 average household income is \$97,100 and is estimated to increase \$105,900 by 2022. Median household income in the trade area is \$80,300 and estimated to increase to \$89,160 by 2022; 54.7% percent of households in the primary trade area earn above \$75,000 per year. The average household size of 3.05 persons in 2017 is expected to remain the same through 2022; the 2017 median age is 34.5 years old.

Table 1: Demographic Characteristics

<i>Demographic Characteristic</i>	<i>2-Mile Radius</i>	<i>Primary Trade Area</i>	<i>State of Texas</i>	<i>United States</i>
2017 Population	9,200	81,300	27,637,200	323,580,600
2017 Households	2,900	26,600	9,741,000	121,786,200
2022 Population	11,500	99,000	29,966,800	337,326,100
2022 Households	3,600	32,400	10,533,900	126,694,300
2017-2022 Annual Pop Growth Rate	4.54%	4.03%	1.63%	0.84%
2017-2022 Annual HH Growth Rate	4.44%	4.04%	1.58%	0.79%
2017 Average Household Income	\$78,300	\$97,100	\$76,900	\$77,000
2017 Median Household Income	\$64,400	\$80,300	\$54,100	\$54,100
2022 Average Household Income	\$84,200	\$105,900	\$83,400	\$84,000
2022 Median Household Income	\$73,300	\$89,160	\$59,300	\$59,500
% H-holds Incomes \$75,000 or higher	42.9%	54.7%	36.5%	36.4%
% Bachelor’s Degree	23.3%	25.5%	18.5%	18.8%
% Graduate or Professional Degree	6.1%	10.6%	9.9%	11.6%
Average Household Size	3.19	3.05	2.78	2.59
Median Age	32.3	34.5	34.4	38.0

Table 1: Key demographic characteristics of the study area’s trade areas, compared to the State of Texas and the U.S.

In comparison, the State of Texas includes 27,637,200 people and 9,741,000 households. The population is expected to grow at an annual rate of 1.63 percent, and the number of households is projected to grow at an annual rate of 1.58% percent to 2022, when the state’s projected population will be 29,966,830 with 10,533,940 households. Incomes for the State of Texas are notably lower than the trade area, with an average household income of \$76,900 in 2017 that is estimated to grow to \$83,400 by 2022. The median household income in 2017 is \$54,100, and estimated to grow in five years to \$59,300. More than 36 percent of the state’s population earned over \$75,000 annually in 2017. Average household size is lower than the trade area at 2.78 persons, and projected to remain the same through 2022; the 2016 median age is 34.4 years old.

The primary trade area demonstrates more favorable demographic characteristics than Texas and the nation as a whole. For instance, average incomes of \$76,900 and \$77,000 are approximately 21 percent lower than the primary trade area. Similarly, the primary trade area will be growing at more than double the rate of Texas and nearly five times the rate of the country.

Table 2: 2017 & 2022 Supportable Retail Table

Retail Category	Estimated Supportable SF	2017 Sales/SF	2017 Estimated Retail Sales	2022 Sales/SF	2022 Estimated Retail Sales	No. of Stores
Retailers						
Apparel Stores	17,350	\$350	\$6,072,500	\$370	\$6,419,500	7 - 8
Auto Parts Stores	2,590	\$295	\$764,050	\$310	\$802,900	1
Beer, Wine & Liquor Stores	4,720	\$425	\$2,006,000	\$445	\$2,100,400	1 - 2
Book & Music Stores	2,160	\$340	\$734,400	\$355	\$766,800	1
Department Store Merchandise	34,720	\$405	\$14,061,600	\$425	\$14,756,000	7 - 8
Florists	1,920	\$240	\$460,800	\$250	\$480,000	1
Furniture Stores	7,780	\$365	\$2,839,700	\$385	\$2,995,300	1 - 2
Grocery Stores	31,880	\$480	\$15,302,400	\$505	\$16,099,400	1
Hardware & Home Improvement	19,100	\$275	\$5,252,500	\$290	\$5,539,000	2 - 3
Home Furnishings Stores	4,480	\$355	\$1,590,400	\$375	\$1,680,000	2
Jewelry Stores	2,750	\$505	\$1,388,750	\$530	\$1,457,500	1 - 2
Lawn & Garden Supply Stores	1,450	\$260	\$377,000	\$275	\$398,750	1
Miscellaneous Store Retailers	22,280	\$280	\$6,238,400	\$295	\$6,572,600	8 - 9
Office Supplies & Gift Stores	6,150	\$320	\$1,968,000	\$335	\$2,060,250	3 - 4
Shoe Stores	4,230	\$355	\$1,501,650	\$375	\$1,586,250	2 - 3
Specialty Food Stores	10,660	\$380	\$4,050,800	\$400	\$4,264,000	3 - 4
Sporting Goods & Hobby Stores	3,860	\$315	\$1,215,900	\$330	\$1,273,800	1 - 2
Retailer Totals	178,080	\$350	\$65,824,850	\$368	\$69,252,450	43 - 54
Restaurants						
Bars, Breweries & Pubs	6,810	\$275	\$1,872,750	\$290	\$1,974,900	2 - 3
Full-Service Restaurants	10,870	\$415	\$4,511,050	\$435	\$4,728,450	3 - 4
Limited-Service Eating Places	16,410	\$285	\$4,676,850	\$300	\$4,923,000	6 - 7
Special Food Services	2,080	\$340	\$707,200	\$355	\$738,400	1 - 2
Restaurant Totals	36,170	\$329	\$11,767,850	\$345	\$12,364,750	12 - 16
Retailer & Restaurant Totals	214,250	\$346	\$77,592,700	\$363	\$81,617,200	55 - 70

Table 2: The study site's primary trade area has demand for 214,250 sf of new retail and restaurants.

Assumptions

The projections of this study are based on the following assumptions:

- No other major retail centers are planned or proposed at this time and, as such, no other retail is assumed in our sales forecasts.
- No other major retail will be developed within the trade area of the subject site.

-
- The region's economy will stabilize at normal or above normal ranges of employment, inflation, retail demand and growth.
 - The new retail development will be planned, designed, built, leased and managed as a walkable town center, to the best shopping center industry practices of the American Planning Association, Congress for New Urbanism, the International Council of Shopping Centers and Urban Land Institute.
 - Parking for the area is assumed adequate for the proposed uses, with easy access to the retailers in the development.
 - Visibility of the shopping center or retail is assumed to meet industry standards, with signage as required to assure good visibility of the retailers.

Limits of Study

The findings of this study represent GPG's best estimates for the amounts and types of retail tenants that should be supportable in the Leander study area's primary trade area by 2022. Every reasonable effort has been made to ensure that the data contained in this study reflect the most accurate and timely information possible and are believed to be reliable. It should be noted that the findings of this study are based upon generally accepted market research and business standards. It is possible that the study site's surrounding area could support lower or higher quantities of retailers and restaurants yielding lower or higher sales revenues than indicated by this study, depending on numerous factors including respective business practices and the management and design of the study area.

This study is based on estimates, assumptions and other information developed by GPG as an independent third-party research effort with general knowledge of the retail industry, and consultations with the client and its representatives. This report is based on information that was current as of June 12, 2017, and GPG has not undertaken any update of its research effort since such date.

This report may contain prospective financial information, estimates, or opinions that represent GPG's view of reasonable expectations at a particular time. Such information, estimates, or opinions are not offered as predictions or assurances that a particular level of income or profit will be achieved, that particular events will occur, or that a particular price will be offered or accepted. Actual results achieved during the period covered by our market analysis may vary from those described in our report, and the variations may be material. Therefore, no warranty or representation is made by GPG that any of the projected values or results contained in this study will be achieved.

This study ***should not*** be the sole basis for designing, financing, planning, and programming any business, real estate development, or public planning policy. This study is intended only for the use of the client and is void for other site locations, developers, or organizations.

- *End of Study* -

Subject: Re: Conceptual Terms for Potential Economic Development Agreements
Date: Tuesday, September 19, 2017 at 7:02:36 PM Central Daylight Time
From: Alex Tynberg
To: Kent Cagle
CC: Alan Haywood, Michael Whellan
Attachments: AL1 Conceptual Terms for NorthLine Reimbursements (9.14.17).docx

Kent,

Thank you very much for the reply and affirmation. My counsel is copied here and will reach out to Paige on this coordination.

And, yes, you are correct that we did not dig into the details regarding #6 or #7 during our meeting. Those items included a few additional specifics we would want to have captured in the economic development agreement(s) and so we wanted to run these by you prior to our counsels' coordination.

Regarding #6, we included these fees in an attempt to capture as many reimbursable costs to enable us to address the current shortfall of City reimbursement funding for the gas and electric utility work in Phase 1a and beyond as well as the projected shortfall of overall infrastructure costs that will exceed the TIRZ reimbursement total.

With respect to #7, I've discussed these items with both Wayne and Tom in the past to highlight the importance of working with the City and Austin Community College to ensure that we are able to develop the southern portion of my property in the near term, which requires the ability to connect to certain infrastructure at the north boundary of Austin Community College's property and build out College Way accordingly.

I am happy to come meet with you this week to discuss these items further or talk through them on a call. Please let me know what is the best process.

Thank you again,

Alex

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From: Kent Cagle <kcagle@leandertx.gov>
Date: Tuesday, September 19, 2017 at 4:37 PM

To: Alex Tynberg <atynberg@tynberg.com>

Cc: Alan Haywood <AHaywood@gdhm.com>, Michael Whellan <mwhellan@gdhm.com>

Subject: RE: Conceptual Terms for Potential Economic Development Agreements

Yes, I will have Paige work with your counsel ASAP. I'm not for sure that we talked about #6 and #7, but I am happy to discuss.

Kent Cagle
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City of Leander
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C) 512-800-0916

From: Alex Tynberg [mailto:atynberg@tynberg.com]

Sent: Thursday, September 14, 2017 4:56 PM

To: Kent Cagle <kcagle@leandertx.gov>

Cc: Alan Haywood <AHaywood@gdhm.com>; Michael Whellan <mwhellan@gdhm.com>

Subject: Conceptual Terms for Potential Economic Development Agreements

Kent,

Thank you so much for your time today. It was a pleasure meeting with you again and collaborating on how we can best facilitate moving this project forward.

Per our discussion, we have drafted some conceptual terms for the potential economic development agreements to share with you so that our respective counsels can work together to draft the agreements. I was hoping that, to the extent we are thinking similarly with respect to the attached list of terms, you might request to have Paige work with my counsel to coordinate further. We are happy to initiate any drafts to help with this work, but I first wanted to ensure that we were well coordinated beforehand.

I am standing by to assist in any way that I can.

Thank you,

Alex

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CONCEPTUAL AGREEMENT FOR NORTHLINE DEVELOPMENT AGREEMENT

1. The TIRZ Development and Reimbursement Agreement for approximately \$32,000,000 will provide for reimbursement of 100% of costs for the public infrastructure improvements (Water, Sewer, Drainage, Transportation, Parks and Design Enhancements). The TIRZ Project Plan shall be amended as necessary to include the improvements required for NorthLine. To the extent non-public utilities (Gas, Electric and other Dry Utilities) cannot be included in the TIRZ Agreement, other alternatives for reimbursement shall be explored.
2. The TIRZ Agreement will include requirements for completion of the first phase of the NorthLine infrastructure improvements as well as site plan applications for the development of minimum square footage of non-residential square footage and residential units within a 5-year and 8-year period after completion of the construction of the first phase of the NorthLine infrastructure improvements.
3. The City will issue CO Bonds for approximately \$15,000,000 to reimburse the cost of the first phase of the NorthLine infrastructure improvements, and the City will receive an assignment of the right to receive the first \$15,000,000 of payments from the TIRZ. There will be no lien against any of the NorthLine property or other security for this first phase reimbursement to NorthLine.
4. Impact Fees related to Water and Sewer facilities constructed by NorthLine received by the City shall be included for reimbursement in the TIRZ payment account for NorthLine reimbursements or through a supplementary 380 Agreement with the City. The CIP of the City shall be amended to include the Water and Sewer facilities to be constructed within NorthLine.
5. Boundary Street Improvement Fees for San Gabriel Parkway or other streets adjacent to NorthLine shall be waived. Boundary Street Improvement Fees paid by Austin Community College for the southern portion of College Way constructed by NorthLine or other similar payments received by the City for boundary street improvements or other transportation projects completed by NorthLine shall be paid to reimburse NorthLine's costs.
6. City filing and inspection fees for infrastructure improvements, site development and construction of buildings within NorthLine shall be paid to reimburse the NorthLine infrastructure costs.
7. The parties will work together to ensure surrounding infrastructure and streets are in place to enable the NorthLine project to be constructed, to include drainage infrastructure from Austin Community College's development and San Gabriel Parkway street construction.

Subject: Re: Conceptual Terms for Potential Economic Development Agreements
Date: Friday, October 13, 2017 at 2:08:15 PM Central Daylight Time
From: Alex Tynberg
To: Kent Cagle
CC: Alan Haywood, Michael Whellan
Attachments: AL1 Conceptual Terms for NorthLine Reimbursements (9.14.17).docx

Kent,

As always, thank you for your time today. I wanted to confirm our discussion per my notes in [CAPS](#) below. I understand that you will coordinate with Paige accordingly so that Alan can reach out to her in order to move this process along next week.

Please do not hesitate to let me know if you have any questions regarding the below.

Thank you again,

Alex

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From: Alex Tynberg <atynberg@tynberg.com>
Date: Saturday, October 7, 2017 at 2:43 PM
To: Kent Cagle <kcagle@leandertx.gov>
Cc: Alan Haywood <AHaywood@gdhm.com>, Michael Whellan <mwhellan@gdhm.com>
Subject: Re: Conceptual Terms for Potential Economic Development Agreements

Kent,

I hope that this email finds you well. I wanted to keep you apprised of our respective counsels' coordination and help facilitate moving this process along as best I can. In the event we need to discuss any of these items more, I would love that opportunity after the TIRZ meeting this Monday if you have time.

I understand that our counsels spoke about this coordination in more detail yesterday. Specifically, I have been told that our counsels believe there will need to be 3 agreements drafted – the TIRZ Agreement, the 380 Agreement, and the City's reimbursement agreement for the \$15mm to pay for Phase 1a costs. With respect to this process, I understand from my counsel that the following requires more direction:

1. Dry Utilities (electric and gas) (per #1 of the attached) – there is some confusion as to how the dry utility costs can best be covered and whether these costs should be captured in the TIRZ Agreement or in the 380 Agreement. **THE DRY UTILITY COSTS WILL BE CAPTURED IN THE TIRZ AGREEMENT.** Similarly, we need further direction as to the extent the ~\$2.8mm in dry utility costs for Phase 1a can be included in the City's reimbursement agreement. **THESE WILL NOT BE INCLUDED IN THE CITY'S REIMBURSEMENT AGREEMENT OF \$15MM, LEAVING US WITH SOME FLEXIBILITY TO INCLUDE OTHER COSTS SUCH AS OTHER ROADS (SAN GABRIEL PARKWAY, COLLEGE WAY) AND OTHER UTILITIES SUCH AS CONNECTING TO ACC'S DRAINAGE INFRASTRUCTURE THAT MAY NOT BE CONSTRUCTED TO COLLEGE WAY WHEN THE PROJECT IS READY TO TIE INTO THAT INFRASTRUCTURE.** In particular, can the City find a way to reimburse the ~\$2.8mm of Phase 1a costs through the City's reimbursement agreement outside of issuing any sort bonds (assuming that is not permitted)? **I UNDERSTAND THAT THIS IS NOT POSSIBLE AT THIS TIME.** As a less ideal fallback, one idea counsel has proposed is to increase the property tax assessed value reimbursement percentage for these costs only in order to help recoup those expenses in a more expedited manner, specifically looking at the other 50% of assessed value that is not captured by the TIRZ along with the order of which gets paid back first, etc. **I RECOGNIZE THAT YOU INDICATED THAT THIS WOULD NEED TO BE AN ADDITIONAL SELL TO THE COUNCIL, AND I WOULD LIKE TO PURSUE THIS SO THAT I AM ABLE TO RECOUP THE \$2.8MM OUTLAY IN A FASTER TIMEFRAME THAN WHAT THE TIRZ WOULD PROVIDE. THIS WOULD NEED TO BE CAPTURED IN A SEPARATE 380 AGREEMENT THAT COUNCIL WOULD NEED TO CONSIDER (TO OBTAIN THAT OTHER 50% OF ASSESSED VALUE AS A REIMBURSEMENT THAT WOULD OTHERWISE GO INTO THE CITY'S GENERAL FUND).** Obviously, we are not looking to double-dip here, but we are trying to address the fact that we need to look at these dry utility costs differently given the City's restrictions for reimbursement of costs for utilities that will not be City owned.
2. TIRZ Costs (per #1 of the attached) – as indicated in my coordination at our City Counsel workshop presentation in early August, which occurred a few months after my June 1 TIRZ submission and after my engineers had more time to fine-tune our infrastructure costs and needed to add in a number of boundary streets to the project that they initially had assumed were to be covered by the City, the overall projected infrastructure costs for the project are expected to well exceed \$40mm. Therefore, if we are removing some costs (such as dry utilities), we still will have plenty of infrastructure cost needs for the \$32mm total. Over the past few months, we already have made slight changes to our concept plan in coordination with Tom and Mike Watkins on our design that will impact these numbers a bit as well as adding additional street costs such as San Gabriel Parkway and College Way (i.e., ACC's side of College Way) into our Phase 1a budget. I wanted to highlight this issue in the anticipation of the need to revise the TIRZ project plan in order to capture some of our cost categories or re-allocate some of our categories as well. **THE TIRZ PROJECT PLAN WILL NEED TO BE AMENDED TO CAPTURE THE COSTS THAT ARE NOT CURRENTLY INCLUDED.**
3. Impact Fees (per #4 of the attached) – do you prefer to have these in the TIRZ Agreement or in the 380 Agreement? **WE AGREED THAT THESE WOULD BE IN A SEPARATE 380**

AGREEMENT AND NOT IN THE TIRZ.

4. Filing and Inspection Fees (per #5 of the attached) – even though we discussed this item per our phone conversation after I provided the attached, Paige currently is unclear exactly how we should address this reimbursement and we understand that she may be waiting on your feedback on this item. I was hoping that we could include these reimbursements in the 380 Agreement. **THESE WOULD BE INCLUDED IN THE SAME SEPARATE 380 AGREEMENT WHERE THE IMPACT FEES ARE COVERED AND TAILORED TO PHASE 1A ONLY.**
5. Agreement Drafting – My counsel is standing by ready to draft these agreements if you are amenable, but we wanted to get your direction on the best approach. Our TIRZ Agreement was initially drafted by my counsel and needs some revisions per the coordination to date and above. We also are happy to draft the 380 Agreement and the City's \$15mm reimbursement agreement for Phase 1a. **YOU WILL DISCUSS WITH PAIGE AS TO WHAT SHE PREFERS, BUT IF PAIGE IS O.K. WITH ALAN DRAFTING THE AGREEMENTS, THEN YOU WOULD BE FINE WITH THAT AS WELL.**
6. Austin Community College (per #6 of the attached) – while not necessarily a part of these 3 agreements, we anticipate running into additional issues with ACC not being ready to accept our onsite drainage conveyance on the south side of College Way when we are ready to finalize our construction of those lines. We are meeting with ACC soon to discuss this, but we may need the City's assistance to address the timing gaps of these projects to the extent that my infrastructure is ready before ACC's, which appears likely. This also relates to when ACC's side of College Way will be built and we increased the Phase 1a total to \$15mm to capture this anticipated cost. **WE DISCUSSED THAT WE WILL NEED TO COORDINATE ON THIS AND THAT WE HAVE SOME FLEXIBILITY WITH THE \$15MM PER THE ABOVE.**

I hope that you have a great rest of the weekend.

Thank you in advance,

Alex

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From: Kent Cagle <kcagle@leandertx.gov>

Date: Tuesday, September 19, 2017 at 4:37 PM

To: Alex Tynberg <atynberg@tynberg.com>

Cc: Alan Haywood <AHaywood@gdhm.com>, Michael Whellan <mwhellan@gdhm.com>

Subject: RE: Conceptual Terms for Potential Economic Development Agreements

Yes, I will have Paige work with your counsel ASAP. I'm not for sure that we talked about #6 and #7, but I am happy to discuss.

Kent Cagle
City Manager
City of Leander
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From: Alex Tynberg [mailto:atynberg@tynberg.com]
Sent: Thursday, September 14, 2017 4:56 PM
To: Kent Cagle <kcagle@leandertx.gov>
Cc: Alan Haywood <AHaywood@gdhm.com>; Michael Whellan <mwhellan@gdhm.com>
Subject: Conceptual Terms for Potential Economic Development Agreements

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Subject: Economic Development Meeting Agenda
Date: Wednesday, March 28, 2018 at 10:03:49 AM Central Daylight Time
From: Alex Tynberg
To: Alan Haywood, Kent Cagle, Paige Saenz, Tom Yantis, Mark Willis
CC: Debora Penberg
Attachments: Leander Economic Development Coordination Meeting Agenda (3.28.18).docx

All,

Per the attached, I thought that it might be helpful to circulate a proposed agenda of discussion items for today's 2:30 meeting. I hoped to capture the items that we have agreed upon to date and highlight those additional discussion items.

I look forward to seeing you all later this afternoon.

Best,

Alex

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**Meeting Agenda for the City of Leander (AREA Leander 1 LP)/Northline
Economic Development Agreements
(3.28.18)**

- Economic Development Agreement with the City - \$15mm in City infrastructure
 - Economic Development Agreement with the City is contingent upon the City's TIRZ Board Reimbursement Agreement
 - Once the City's TIRZ Board Reimbursement Agreement is in place, the City can execute an Authority of Intent to Reimburse Agreement that triggers the bond issuance process for the \$15mm
 - City's enters into the Economic Development/Reimbursement Agreement where AREA Leander 1 LP is the agent of the City for the infrastructure process
 - Questions/Confirmations:
 - AREA Leander 1 LP serves as a no-fee construction manager; is there any specific additional coordination required to effectuate this relationship for the project?
 - The contractor selection process followings the City bid process and bonding requirements
 - Does anyone need to post fiscal for the entire ~\$21mm or more project for Phase 1? Ideally, all of the fiscal requirements can be waived for Phase 1 since they are all being completed together.
- TIRZ Coordination
 - AREA Leander 1 LP's TIRZ Board Reimbursement Agreement is for the difference of the total cost in phase 1 and the City's \$15mm TIRZ Board Reimbursement Agreement – projected at this time at ~\$6mm or more; ½ for City infrastructure and ½ for gas/electric
 - AREA Leander 1 LP's TIRZ Board Reimbursement Agreement (as with the City's TIRZ Board Reimbursement Agreement) – is there any way that we can do more than the 90/10 split (do 100 or 98/2?) – due to excess public infrastructure cost and dry utility issue in Phase 1?
 - AREA Leander 1 LP's TIRZ Board Reimbursement Agreement would be a master agreement for the entire ~115 acres and would specifically address Phase 1 (the excess over \$15mm) and would be amended over time to add additional qualified projects to get reimbursed
 - TIRZ Project Plan to be amended to include all items in Phase 1 (TIRZ Board to approve)
 - Need to reconfigure certain categories
 - Need to add a dry utilities category
 - Consider off-site improvements (if that bucket is needed) to address drainage (from 183A or St. David's) or ACC work
 - Performance Standards
 - Northline's proposed PUD states that certificates of occupancy shall not be issued for more than a total of 100,000 sf of space of non-residential

- use until site plans and/or building permits have been issued for a total of at least 200 residential units, and certificates of occupancy shall not be issued for more than a total of 200,000 sf of space of non-residential use until site plans and/or building permits have been issued for a total of at least 400 residential units.
- We have discussed having the following timeline requirements: submission of site plan applications for development of the first tranche (100,000 sf of commercial/200 residential units) within 5 years of construction of Phase 1 infrastructure and submission of site plan applications for development of the second tranche (200,000 sf of commercial/400 residential units) within 8 years of construction of Phase 1 infrastructure
 - Need to meet these in order for AREA Leander 1 LP to be eligible for payment of additional TIRZ funding (but can apply and get in line earlier) – need to flush this out
 - Distinguish between the additional \$6mm or more for Phase 1 scope and subsequent TIRZ requests for post-Phase 1 scope
 - Provide Southlake deal point examples if helpful (requested from DMSAS)
- When does AREA Leander 1 LP's ~\$6mm or more reimbursement start to flow?
- Whether AREA Leander 1 LP gets its debt service cost reimbursed after the City's debt service cost is reimbursed each year and then the City's principal and then AREA Leander 1 LP's principal (as this idea has been discussed)
 - To the extent this reimbursement is tied to the performance standards above? – does the AREA Leander 1 LP TIRZ reimbursement flow only after the project meets these milestones (i.e., the performance standards incentive to AREA Leander 1 LP)?
- We need to acknowledge that there are existing TIRZ Board Reimbursement Agreements that relate to AREA Leander 1 LP's property(ies) with priority and some overlap –
- Beasley's 47-acre parcel has \$211,323.37 representing 37.08% of \$569,912 for 128.322 acres (not clear how much of this has been reimbursed to date) – first in line for the Beasley piece
 - TVI's 45-acre parcel has \$162,000.00 (for certain improvements to Mel Mathis Boulevard) AND an amount equal to 62% of the amount approved by the TIRZ as being eligible for reimbursement with respect to the floodplain modifications for the North Fork of Brushy Creek that could be in the ~\$500,000 range; after a trigger event of another TIRZ reimbursement agreement for improvements related to the property (but paid to me as the "Buyer"), the reimbursement is subject to a 50/50 trigger until TVI's reimbursement is fully paid back (not clear how much of this has been reimbursed to date).

- Unclear if TIRZ reimbursements are paid to the City (and not AREA Leander 1 LP as the “Buyer”)? – but cleaner if this becomes a non-issue
- Determine when the additional Phase 1 City infrastructure costs that AREA Leander 1 LP fronts can get reimbursed - currently anticipated to be ~\$3mm or more with another ~\$3mm or more for gas/electric
 - While these are included in AREA Leander 1 LP’s TIRZ Board request, is there any ability to have any accelerator provisions?
 - AREA Leander 1 LP’s proposal was to **front** these costs and so can AREA Leander 1 LP get these costs reimbursed through the issuance of future CO bond funding?
 - If City is going to reimburse AREA Leander 1 LP through CO bond issuances in the future, AREA Leander 1 LP may run into issues with having completed the work and getting a later reimbursement
 - It may be preferred to have this issue addressed through the other economic development agreements below?
- Separate 380 Agreement/Economic Development Grant – already vetted
 - For Boundary Adjustment fees (only San Gabriel Parkway?) - waiver
 - City to waive San Gabriel Parkway Boundary Street Improvement Fee of ~\$248,000
 - For Filing and Inspection (Construction) fees for Phase I (or does this go in the Separate Development Agreement below for with the Impact Fee Reimbursements?) – paid to AREA Leander 1 LP from projects on the property
 - Waive parkland dedication fees with Parks & Rec Director?
 - Questions:
 - Does AREA Leander 1 LP need to “apply” for these agreements?
 - Does AREA Leander 1 LP need jobs information for these agreements?
- Separate Development Agreement (diff than the 380 Agreement/Economic Development Grant per the above)
 - CIP Amendment to be approved by Council to capture the water and wastewater lines within the project
 - These Impact Fee Reimbursements were estimated at ~\$9.3mm for the full buildout of the project at 70-acres – and so need to re-assess for the 115 acres – paid to AREA Leander 1 LP for projects on the property.
 - Issue of oversizing our lines – do we need to work with the Engineering Dept. to determine to the extent that these water/wastewater lines need to be oversized to serve other developments?
 - Engineering Dept. has indicated that all of our project could be part of the CIP due to the uniqueness of the project and its downtown component

- Yet, not all of the anticipated impact fees are subject to reimbursement due to Bryson and ACC's existing agreements
 - Need to understand Bryson and ACC's impact to the fee reimbursement potential and the current payoffs for existing lines; Bryson's water line fees apparently have been paid off
- Drafting of the Agreements? – Alan/Paige?
 - Timelines?
- Other Items:
 - Confirm City is adding in utilities the Metro Drive Project now – water, wastewater, etc. (for waterline extension along Mel Mathis to College Way)
 - San Gabriel Parkway
 - Need to design it now (our master planners have a street layout, but what about the full design set?)
 - Covering the cost: St. David's PUD contemplated the buildout on their side of the street
 - The City's drainage analysis for the Brushy Creek basin to confirm no detention/retention requirements in the TOD
 - ACC – Need to determine when/where all drainage channel and utilities are being constructed – if ACC is not ready to complete Phase II or III (will be a time gap here and a gap in the drainage)?
 - Drainage – cost of running these drainage connections up through ACC's property to where they have connections currently is not in the phase 1 budget at this time since our drainage coordination with the City has not yet been finalized

An aerial map of Leander, Texas, overlaid with a 3D bar chart. The bars represent land use density or intensity across the geographic area. The chart shows a high concentration of tall bars in the central and western portions of the map, indicating higher density, while the eastern portion shows much shorter bars, indicating lower density. The map background is a light blue/gray color with white lines representing roads and property boundaries.

Leander, TX Northline Project

URBAN3

Asheville | Durham

“We don’t want a plan based on land uses. We want a plan based on experiences. Who visits downtown to see land uses?”

Mitchell Silver

Former president of the American Planning Association
Commissioner for New York City Parks Department

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INTRODUCTION

Urban3 is a real estate economics firm based in Asheville, North Carolina. We are leaders in visualizing economic productivity using 3D modeling software, as well as designers of infographics that communicate the financial impact of public policy and land use. Urban3's pioneering economic visualization work has earned international recognition.

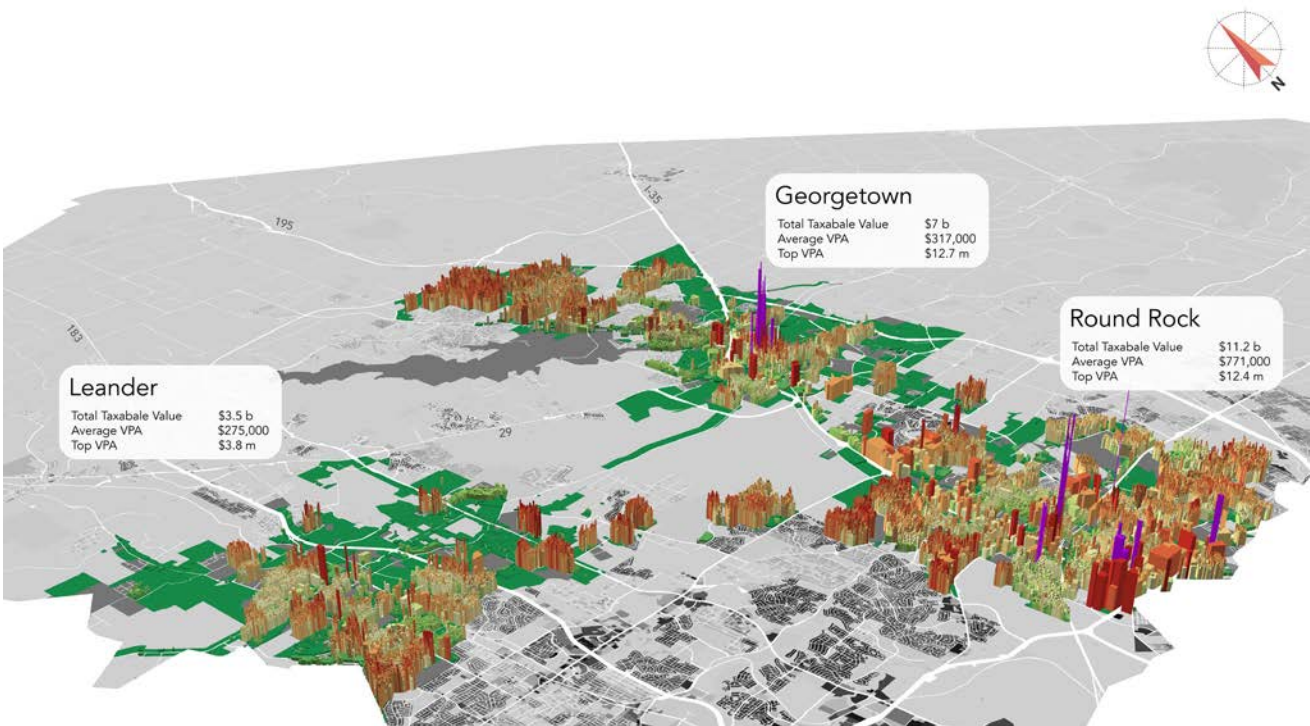


Fig. 1 - Williamson County - Selected City Taxable Value Per Acre

Urban3's visualizations are composed using local data that result in a snapshot of the fiscal health of a community. We think of it as our client's Economic MRI™. The visuals not only reflect the relative value potency of development patterns, but aid decision makers by delivering a clear and agnostic understanding of the economics of place. Our 3D images are a new way of seeing the world in which fiscal productivity is immediately apparent.

The purpose of this analysis is to visualize and measure the degree to which land use policies, planning decisions, and subsequent development patterns affect annual property tax revenue, in addition to the long-term economic resilience of the community.

LEANDER, TX

PROJECT



Leander, Texas started out as a small railroad town of a few hundred people. Despite the introduction of a vast network of highways, Leander's population hovered around 2,000 into the 1980s. In the last 20 years, however, north Austin suburbs, including Leander, have emerged as some of the fastest growing areas in Texas according to the U.S. Census Bureau. This rapid population growth has raised questions about what the future of Leander will

Different types of development patterns have particular impacts on the fiscal health and fabric of the community. [Estimating the costs and benefits of a project before approval is a critical step in a process that will affect Leander for generations.](#)

Leander is connected to Austin via the MetroRail. The Leander Station could be a focal point for future transit-oriented development. Concentrating new growth around the station is an option that promotes dense walkable communities that produce tax revenue essential to paying for public services.

Leander is at a crossroads and the importance of outlining the values that shape development cannot be underestimated. Growth brings challenges to a city like Leander but it also presents an abundance of opportunities to choose what Leander of tomorrow will be.

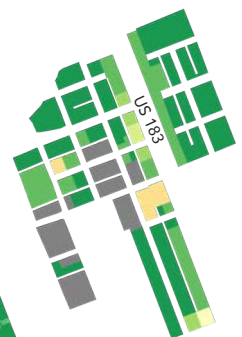
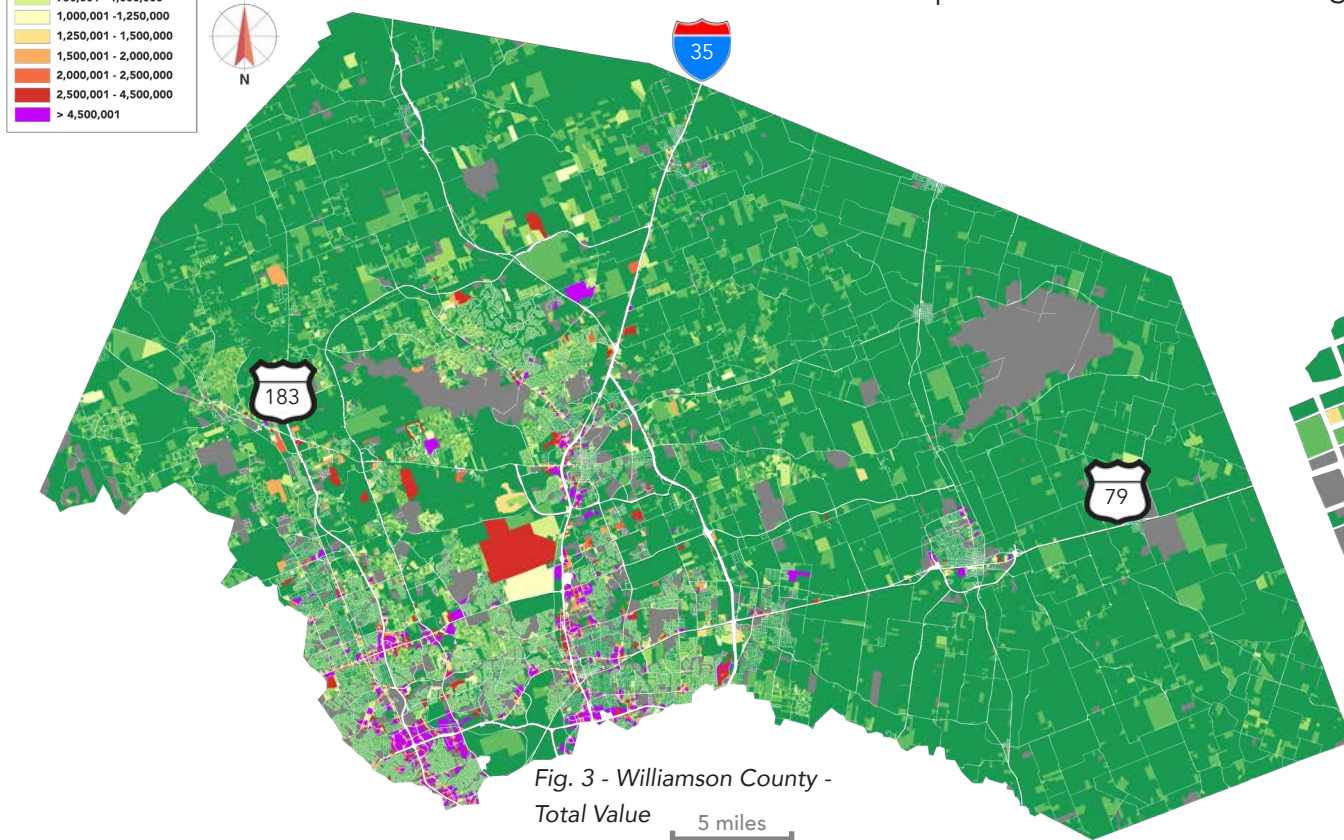
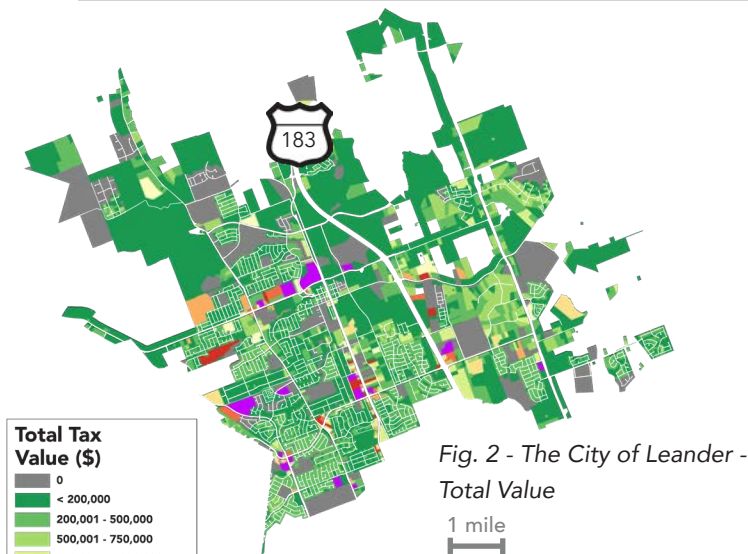
LEANDER, TX

TOTAL VALUE

When cities look at their tax revenue, they typically look at the most valuable properties overall. These are the greatest producers of taxable revenue after all, both in property (*fig. 2-4*) and retail (*fig. 16 page 7*) tax production. Why not try to emulate this style of development in other areas? Unfortunately, this perspective does not account for the amount of land used to create this taxable revenue. When acreage of property is considered, new insights emerge (*fig. 5-7*).

Put another way, different cars have differently-sized gas tanks, so the gallon is used as a measurement of efficiency, not the tank. Therefore, "miles per gallon", not "miles per tank" is common practice to gauge efficiency. We apply the same principle to measure the financial productivity of various development types across a community.

Property taxes are the backbone of municipal revenue. Efficient property tax production has a direct impact on the availability of funds to [repair roads](#), [provide quality education](#), and [maintain adequate public services](#). Identifying development that packs a financial punch is critical to cultivating community wealth.



VALUE PER ACRE

Once the acreage of a property is accounted for, an image of where high values exist emerges. On the Williamson County Value Per Acre map (fig. 7) the highest potency parcels move from the outskirts to the city centers.

The big box stores, factories, and large offices that are usually located on the outskirts of cities pay high total taxes, but also require large buildings and often larger parking lots. However, large buildings and properties do not necessarily result in higher productivity.

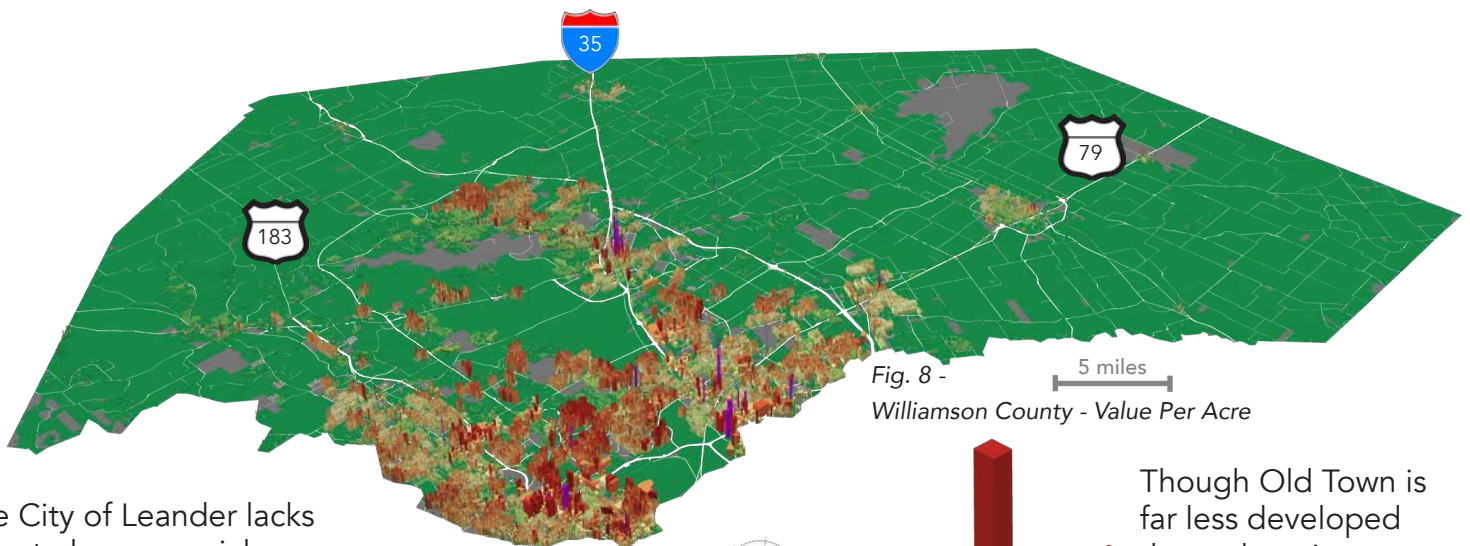


LEANDER, TX

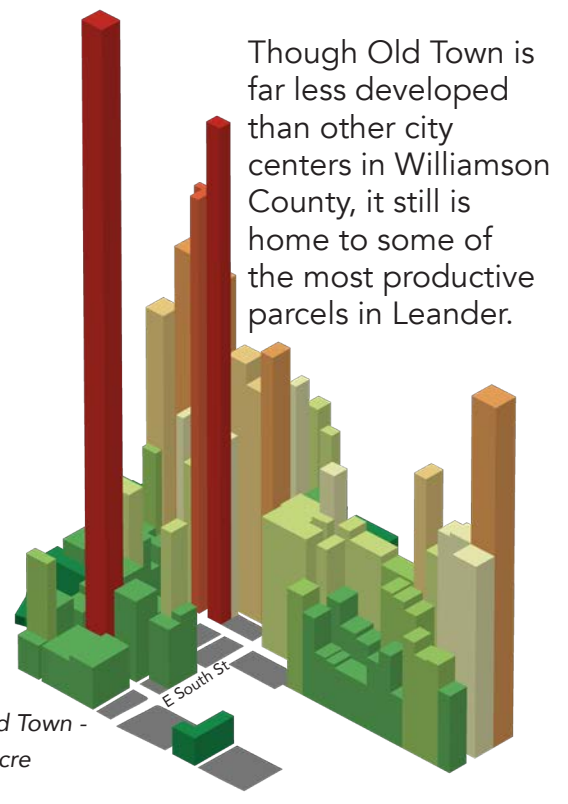
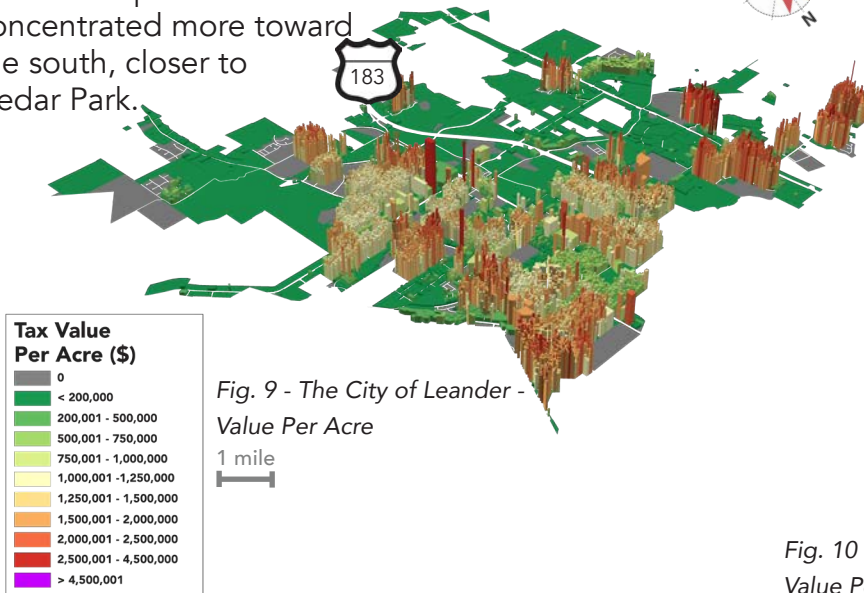
VALUE PER ACRE

Urban3 visualizes property value in 3D to quickly communicate information, and to make a relative comparison of values in the downtown and on the periphery of a community. 3D visualization of development and property values also illustrates the spatial manifestation of public policy.

Modeling Value Per Acre in 3D (fig. 5-7 page 3) reveals just how much more productive downtowns are in comparison to less dense surrounding areas. The downtowns of Georgetown and Round Rock are clearly visible even in the 3D Williamson County image (fig.8).



The City of Leander lacks a central commercial area. The development has concentrated more toward the south, closer to Cedar Park.



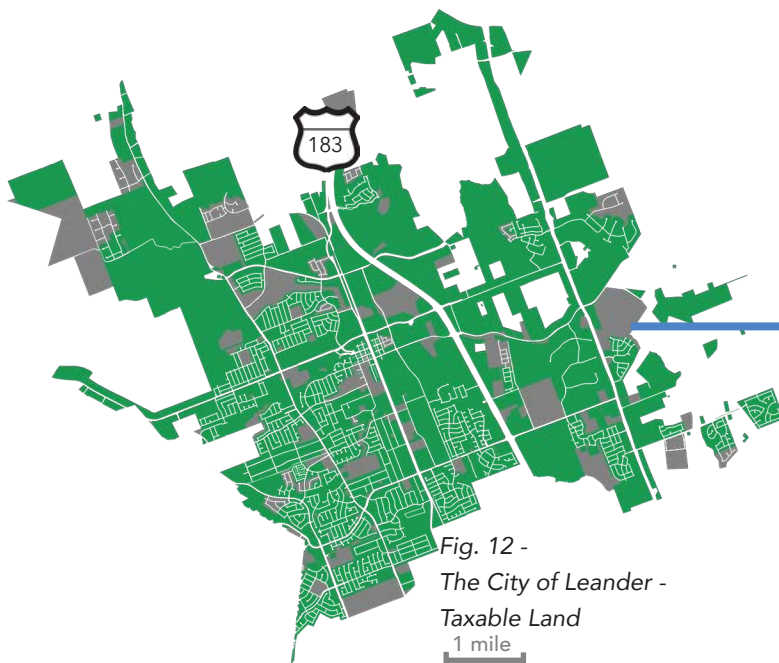
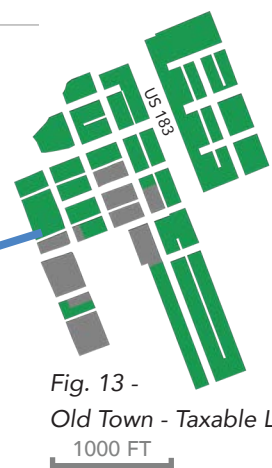
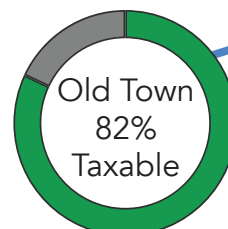
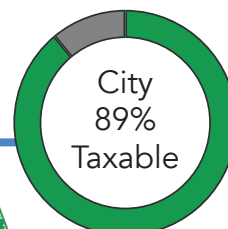
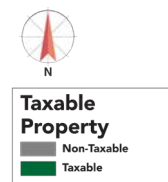
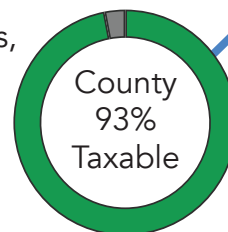
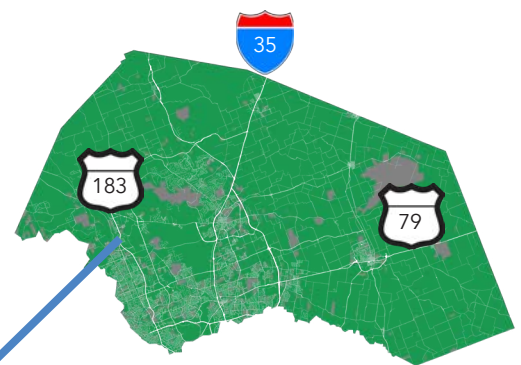
LEANDER, TX

TAXABLE PROPERTY

A major factor in analyzing the tax base of an area is the ratio of taxable to nontaxable land. There are many reasons land might be tax exempt. Not-for-profit hospitals, religious sites, and government property are all examples of tax exempt land. Nontaxable land doesn't imply a lack of value. These parcels can be important parts of the community, but they do not generate tax revenue. Taking nontaxable land off of the tax roll makes using the remaining space wisely all the more important.

When examining a city's tax base, it is important to recognize what is and isn't taxable. Looking at nontaxable land at the county, city, and downtown scales also explains some taxation trends spatially.

At all three scales (county, city, and downtown), Williamson County has a high taxable land to nontaxable land ratio. Only 7% of Williamson County is nontaxable land, which is a relatively low percentage in our experience. The amount of nontaxable land generally increases as you focus on more populated areas, but *both the City of Leander and Old Town possess more than the average amount of taxable land.* By keeping most of its land on the tax rolls, Leander puts itself in a good position to

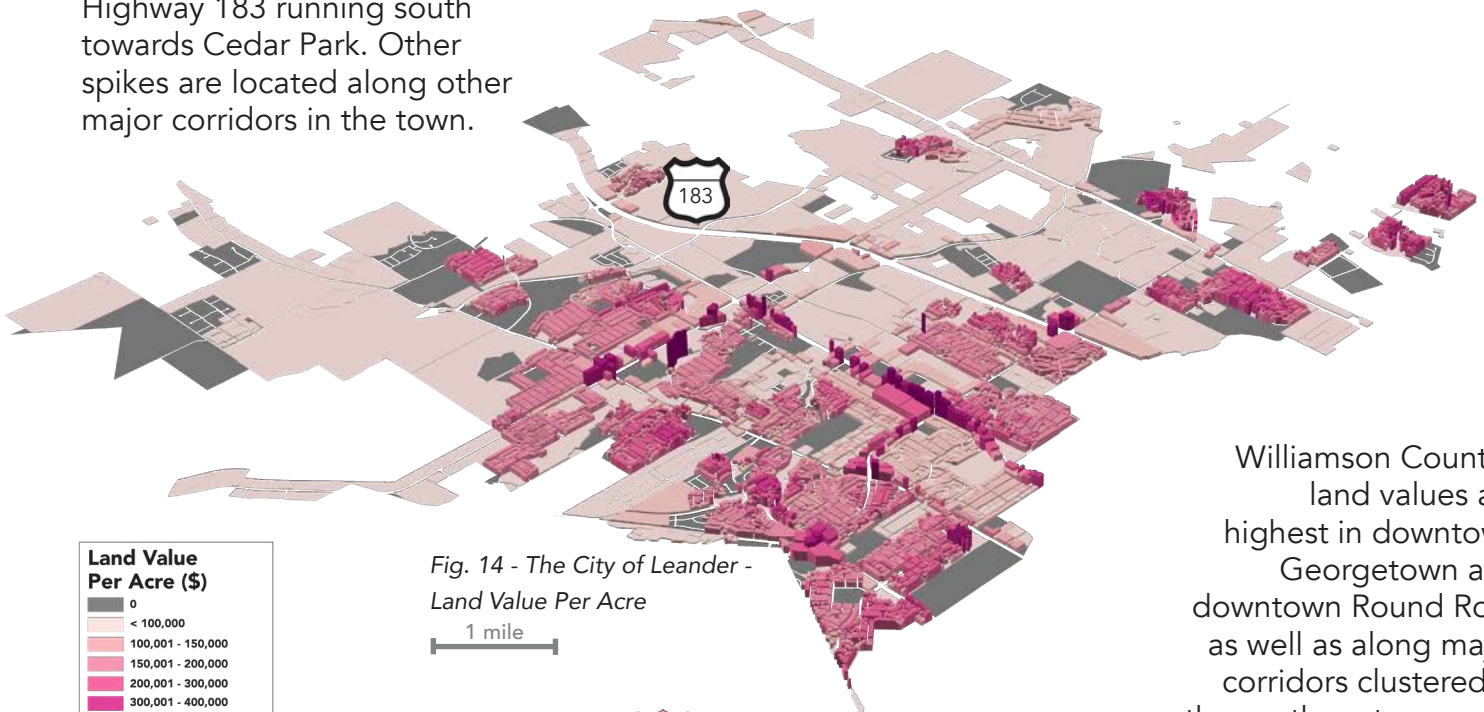


LEANDER, TX

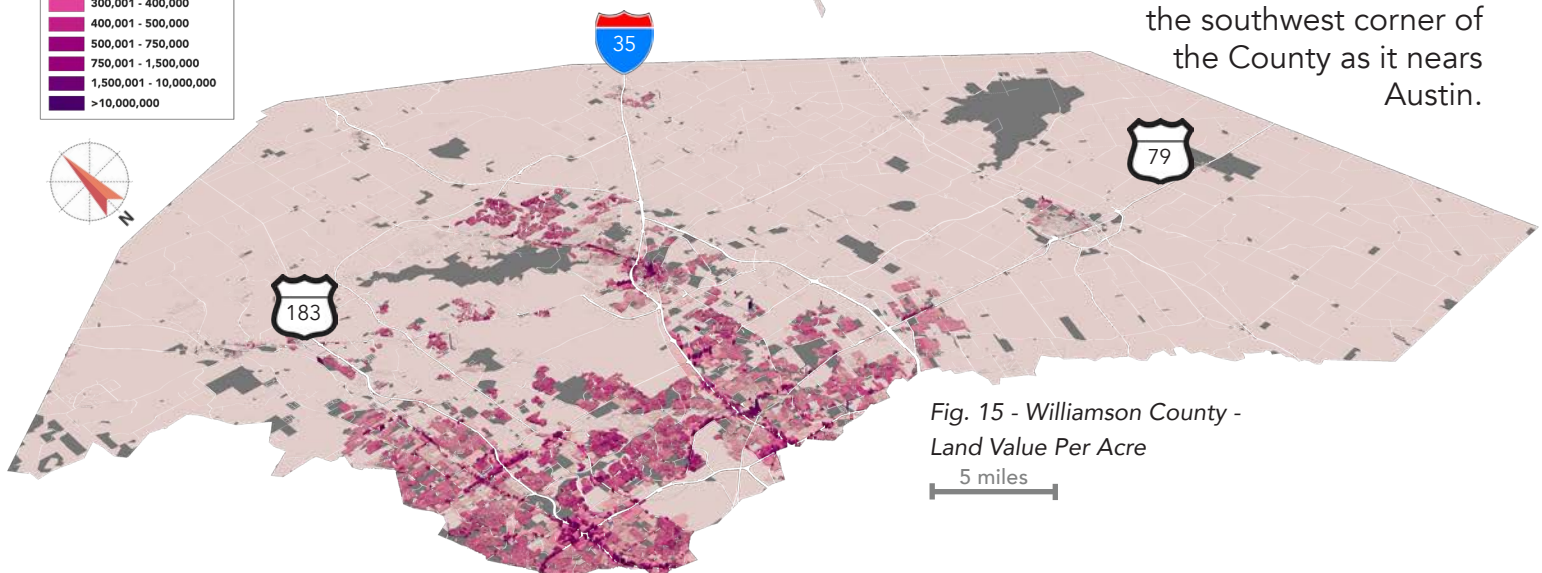
Land Value Per Acre

Land value, or the assessed value of a parcel excluding its building(s), is a key part of the value per acre equation. It reflects the basic real estate value of a property based on its location and zoning rather than its architectural or built characteristics. For example, a parking lot downtown might have a high land value but low building value while an ornate office building in the suburbs could have a low land value but a high building value.

The highest land productivity in Leander is strung along US Highway 183 running south towards Cedar Park. Other spikes are located along other major corridors in the town.



Williamson County's land values are highest in downtown Georgetown and downtown Round Rock as well as along major corridors clustered in the southwest corner of the County as it nears Austin.



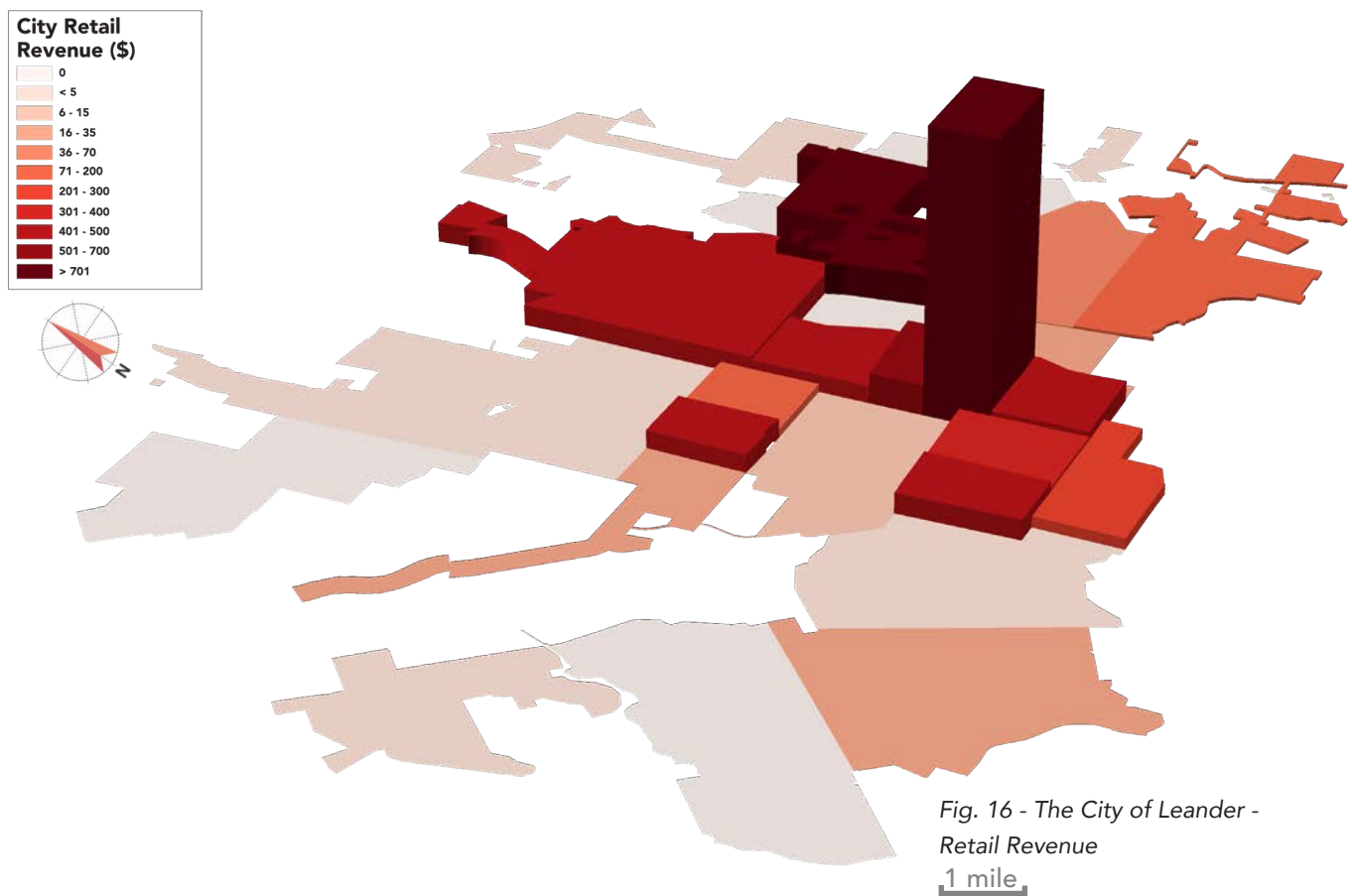
LEANDER, TX

RETAIL

Sales tax is an important component of Leander's revenue stream. The question is, what areas produce sales tax revenue most efficiently? Retail revenue data was extracted from the entire city, ranging from the Old Town Area to the big box developments found along US Highway 183.

For the purposes of this analysis, the City of Leander was divided into twenty-three sections. These sections are large enough to mask the revenue of individual businesses (to ensure privacy), but small enough to reveal that the vast majority of retail activity takes place along US Highway 183 on the southern side of the city.

The section with the highest revenue contains The Gateway Shopping Center and the surrounding businesses. This area brings in significantly more revenue than any other area in the city. The large medium-red section to the North (left side of map) contains both Old Town and a shopping center, yet it proves to be less potent than several other sectors. The construction of the Northline Project would increase the retail production in this area severalfold (see fig. 23 page 13).



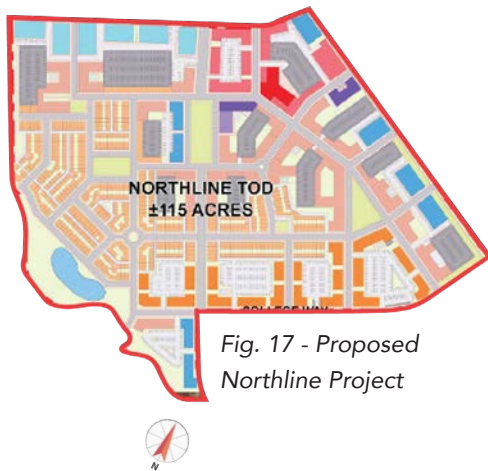
LEANDER, TX

NORTHLINE PLAN

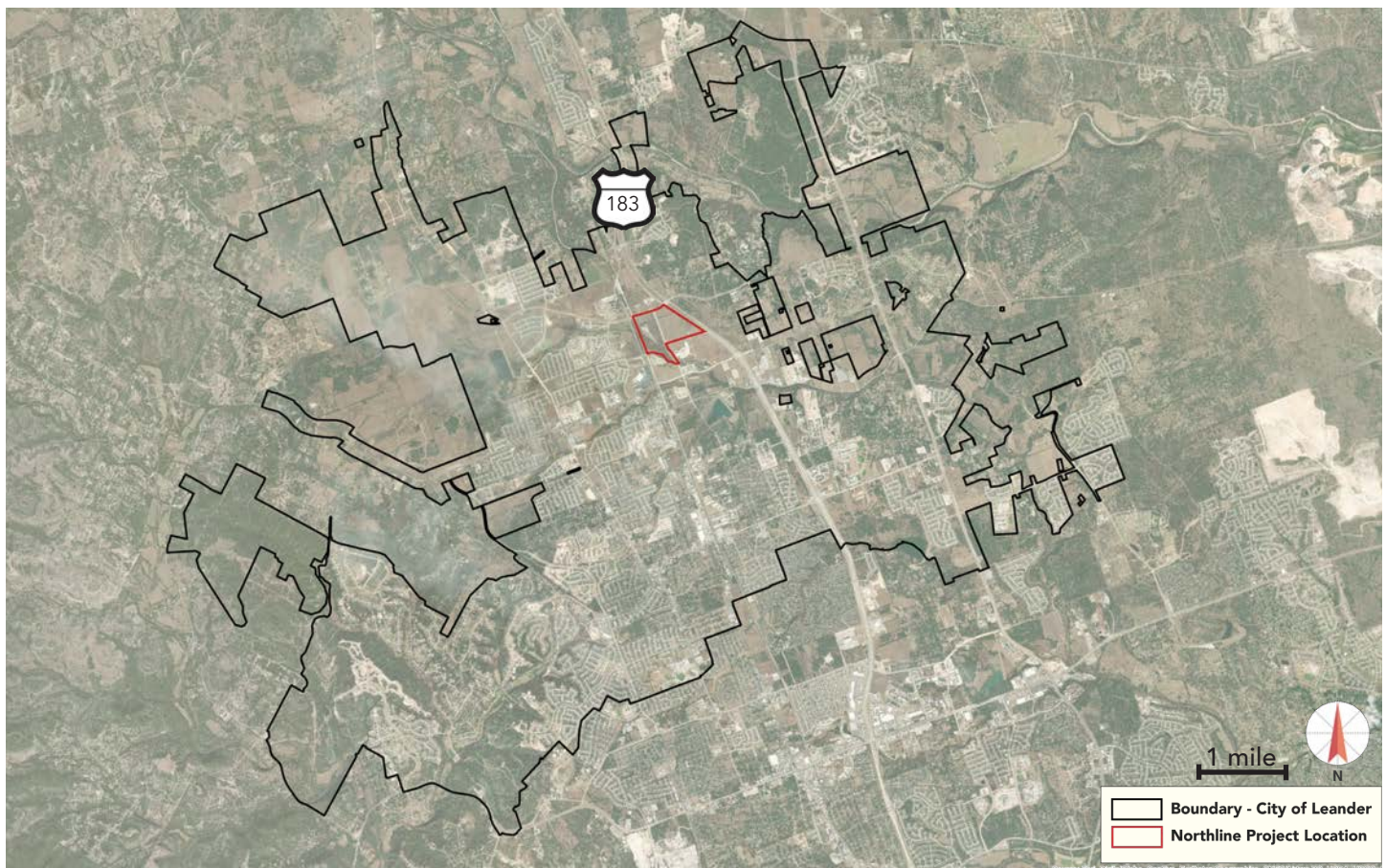
Tynberg LLC



DAVID M. SCHWARZ ARCHITECTS



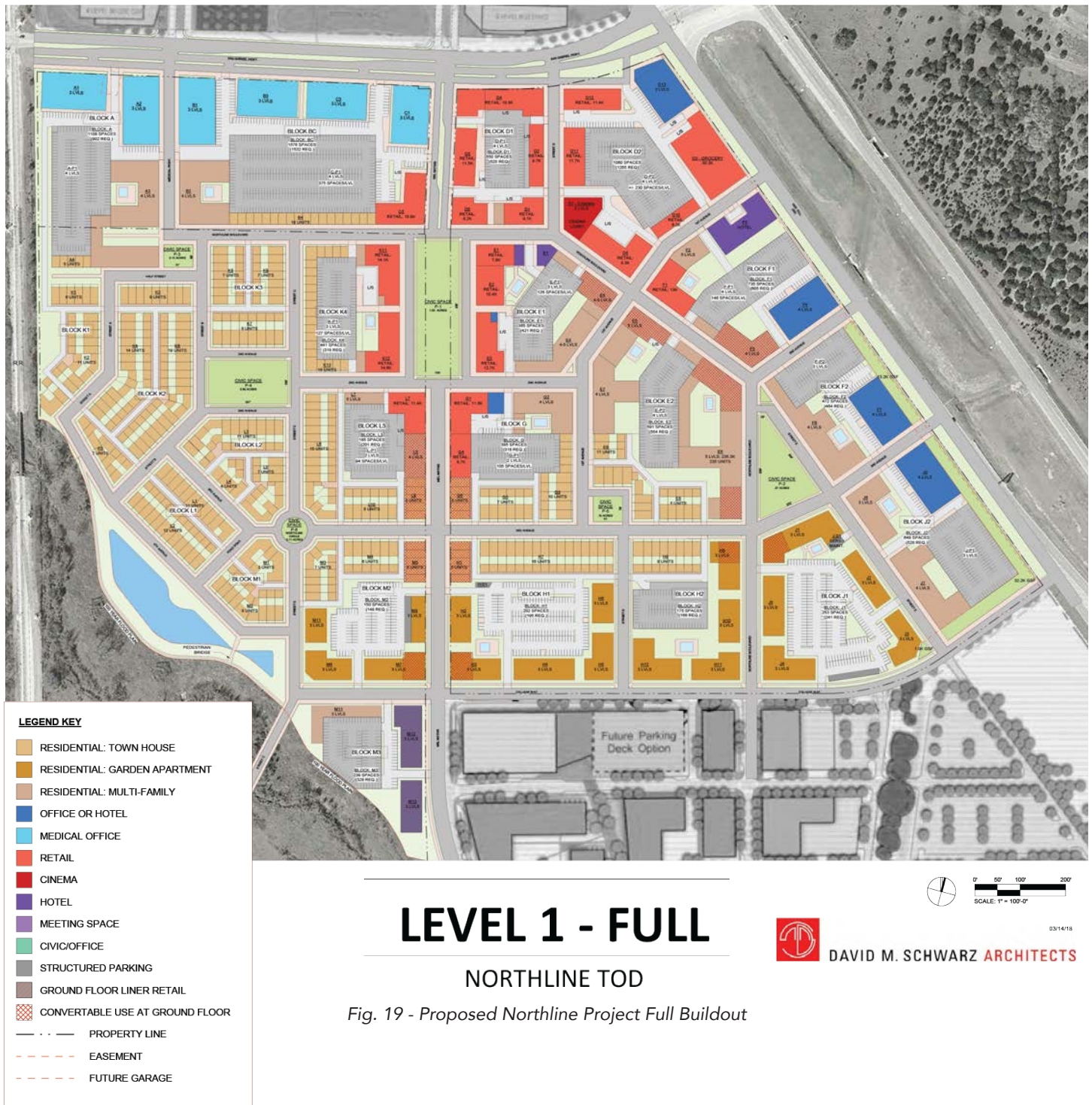
Northline is a proposed, mixed-use project in the heart of the City of Leander's new Transit-Oriented Development District. The project is in the process of finalizing its platting and construction documents for the first phase and, pending City approvals, is scheduled to commence construction in late 2018. Northline will include retail, office, residential, hotel, and civic uses. The development will help the City and its citizens realize their vision for Leander's new Downtown Center. The first phase of the project will contain a signature urban civic space with a retail core surrounded by other complementary uses.



LEANDER, TX

NORTHLINE GRAPHICS

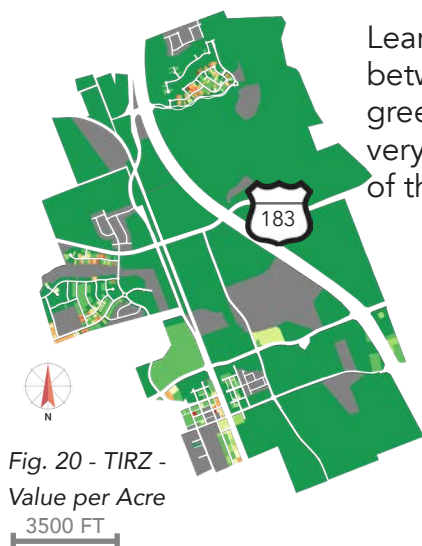
At full build-out, current plans show that Northline will have nearly 300,000 square feet of retail space, more than 2,500 residential units, as well as a hotel, cinema, and over 850,000 square feet of office space.



LEANDER, TX

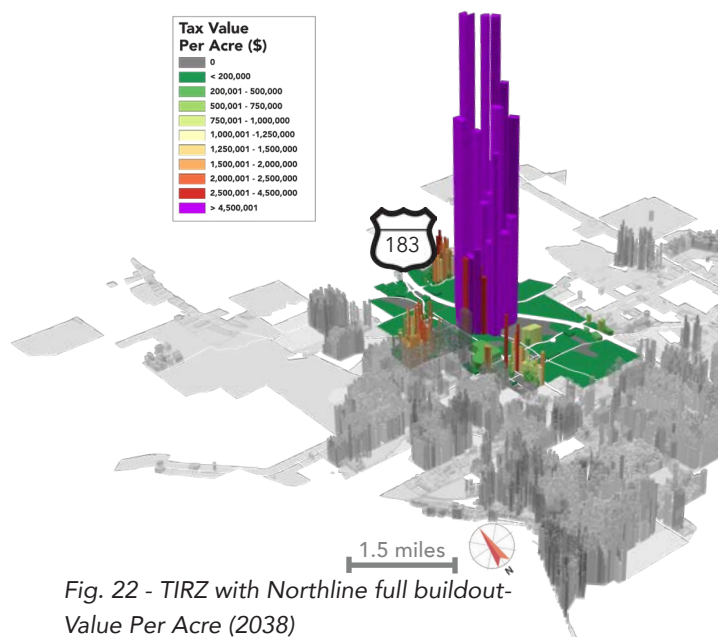
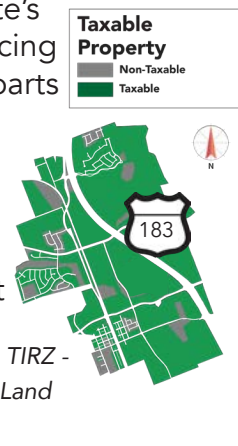
Tax Increment Reinvestment Zone

Twelve years ago, Leander and Williamson County established a Tax Increment Reinvestment Zone (TIRZ) that is intended to be used to bring Northline to fruition. A TIRZ, known elsewhere as a Tax Increment Financing District (TIF), temporarily commits a portion of new tax revenue from that district to predetermined projects within it for a certain time period. This mechanism is often used to help pay for significant upfront infrastructure costs necessary to make a development possible. In the case of Leander, the Northline vision of a denser walkable town center requires the construction of new streets and water and sewer lines. The TIRZ designation allows the city to directly pay for upfront costs today with the revenue the project will produce long term.



Leander's TIRZ is located to the left (fig. 20). It is centered between the largest nontaxable parcels in town. The site's green color on the map shows that it is currently producing very little tax revenue per acre in comparison to other parts of the city.

The map to the right (fig. 21) shows taxable property in the TIRZ. Gray land is nontaxable often publicly owned property. Greens represent parcels that are on the tax rolls.

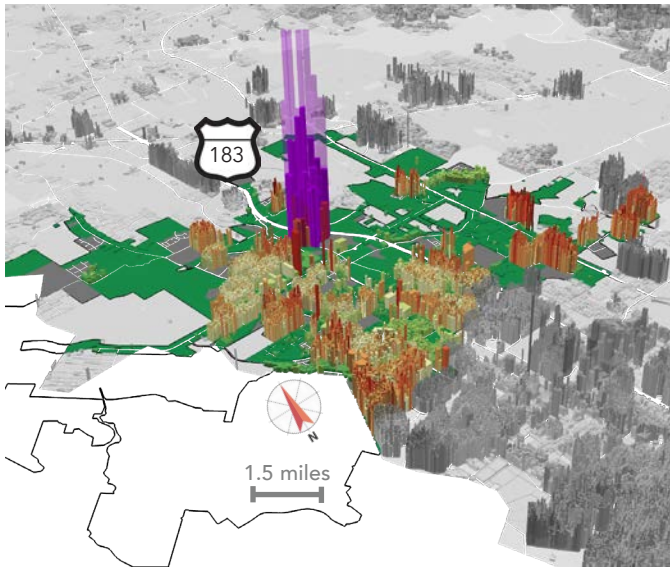


The map to the left (fig. 22) shows tax revenues per acre across Leander in 3D. The purple spikes represent the projected potential tax revenue per acre of the TIRZ area once Northline is fully built out in 2038. With the 3D visualization it becomes abundantly clear that Northline as currently planned has the potential to generate property tax revenue at a rate that far outstrips any other existing part of Leander. While much of this revenue will initially be set aside to pay for Northline's new public infrastructure, the annual property tax revenue will be a reliable source of wealth for Leander far into the future. By the completion of the TIRZ in 2031 new properties within the Northline Project will have paid for the bond taken out by the city.

LEANDER, TX

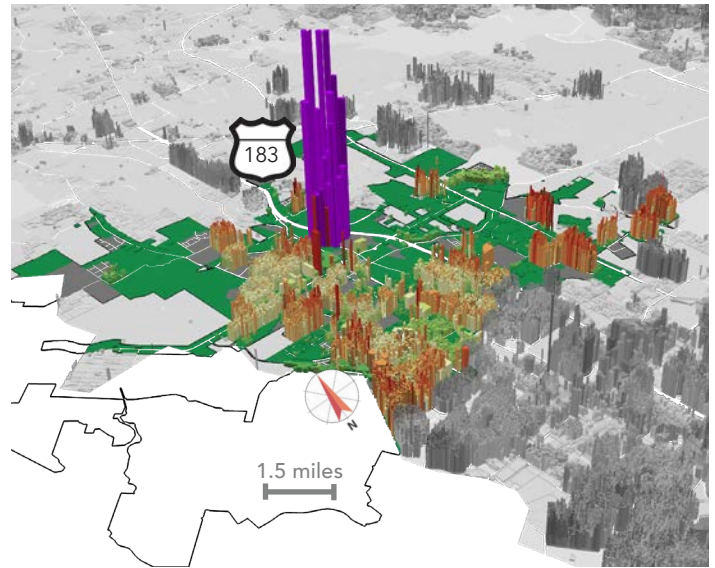
BUILDOUTS

Using the developer's plans and values from similar types of buildings in Williamson County, we were able to model the future value per acre of Northline in 2025, and at completion in 2038. The images below show that even at partial buildout, this project would increase revenue for the city.



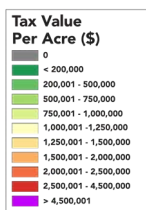
2025 Value

The above image shows an estimation of the Northline project's property value in 2025, at the end of the second phase of construction.

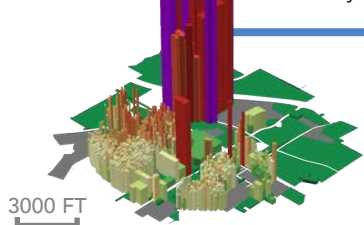


2038 Value

The 2038 property value of the fully completed Northline. What is not shown in this image is the increase in value that will be spurred in surrounding areas by the new construction.

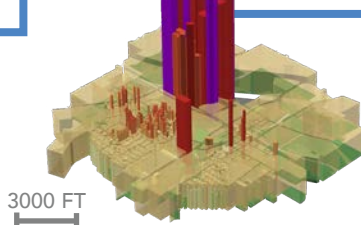


Within a one mile radius of the new transit station the new Northline construction (shown here at full buildout) dwarfs what currently exists. But what if we were to develop the surrounding area differently?



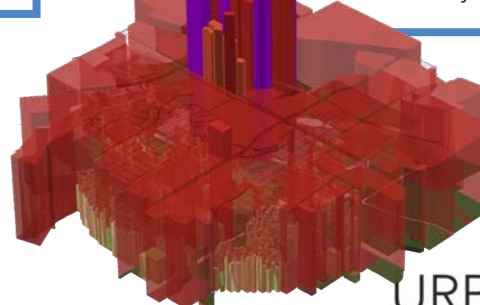
Total Value - \$1.2B*

This graphic shows the results of what the value would be if all the existing area were given over to big box stores. It is worth noting that much of the existing construction around Old Town is already more productive than this alternative.



Total Value - \$1.8B*

Here we see the same area overlaid with the productivity of higher density residential (the Brownstone development in Georgetown was used for valuation). Even when compared with some of the most desirable construction in the county, it is clear that the property tax production of the Northline project will be undoubtedly greater than what currently exists in the area.



Total Value - \$5.3B*
3000 FT

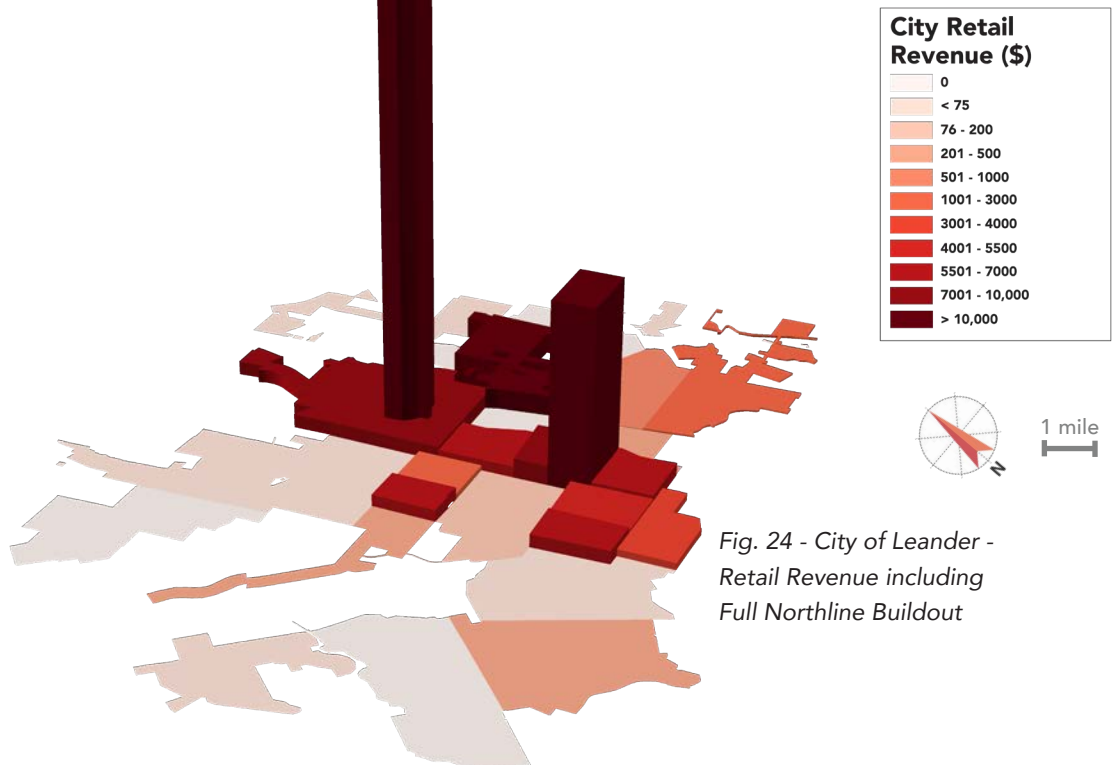
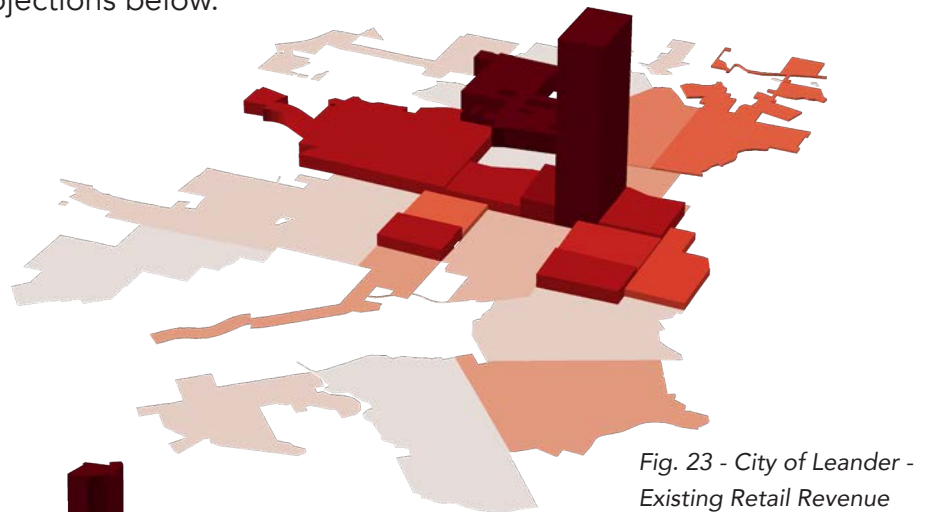
LEANDER, TX

Retail Projections

On page seven we examined the current state of retail in Leander. Using the square footage totals provided by David M. Schwarz Architects and existing comparable businesses we can estimate the future retail value of the Northline

Figure 23 shows the current sales tax revenue by acre to provide context for our post-development projections below.

The map below shows sales tax revenue per acre in 2038 with the completed Northline Development. Northline is projected to produce \$260,000 per acre in annual sales tax revenue. This amount is 2.8 times more valuable than Leander's most productive area now—the southern stretch of U.S. 183. Northline clearly has the potential to dramatically increase sales and property tax revenue for the City of Leander. It would also create a new downtown center for Leander.



LEANDER, TX

Travis Scale

When considering Leander's economics, the fact that the city exists within a framework of surrounding cities must be taken into account. Leander is affected by other cities in Williamson County, but it is also impacted by neighboring Travis County, and within it, the city of Austin.

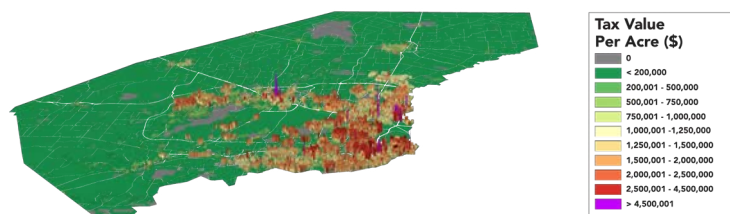


Fig. 25 - Williamson County - Value Per Acre (Williamson County Scale)

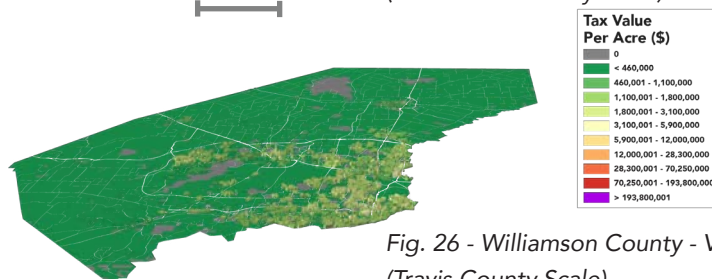


Fig. 26 - Williamson County - Value Per Acre (Travis County Scale)

Here we see how Leander fits into the 35th largest metropolitan area in the country. Leander's position as the last stop on the MetroRail allows residents to be connected to urban Austin, yet live in a place with small-town charm. To maintain this lifestyle balance and capitalize on its location, Leander must use its most valuable resource—land—wisely.

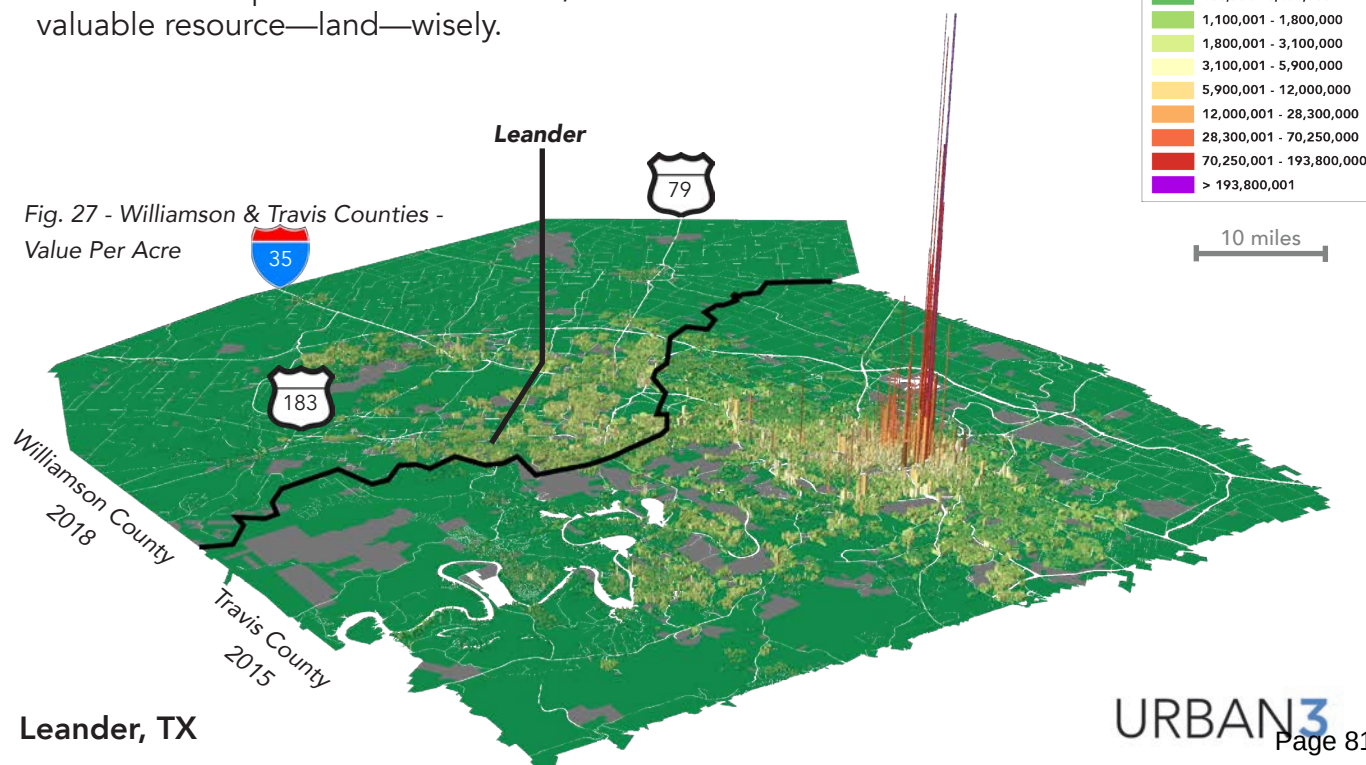


Fig. 27 - Williamson & Travis Counties - Value Per Acre

LEANDER, TX

Transit Oriented Development

Austin's MetroRail station in Leander has been operating since 2010 and has already had a noticeable effect on the area. Leander is in a good position to provide new residents with lower housing costs and its small-town charm. The area around the MetroRail station in Leander is currently largely unused. The Northline Project is an opportunity to create a central business district that could rival any city in Williamson County.

The graphic below (fig. 28) shows taxable property values per acre and statistics for all parcels in Williamson or Travis County within one mile of MetroRail stations. While it is unlikely Leander will grow to the size of the Downtown stations, the city is well positioned to eventually see values similar to the Lakeline or Kramer stations.

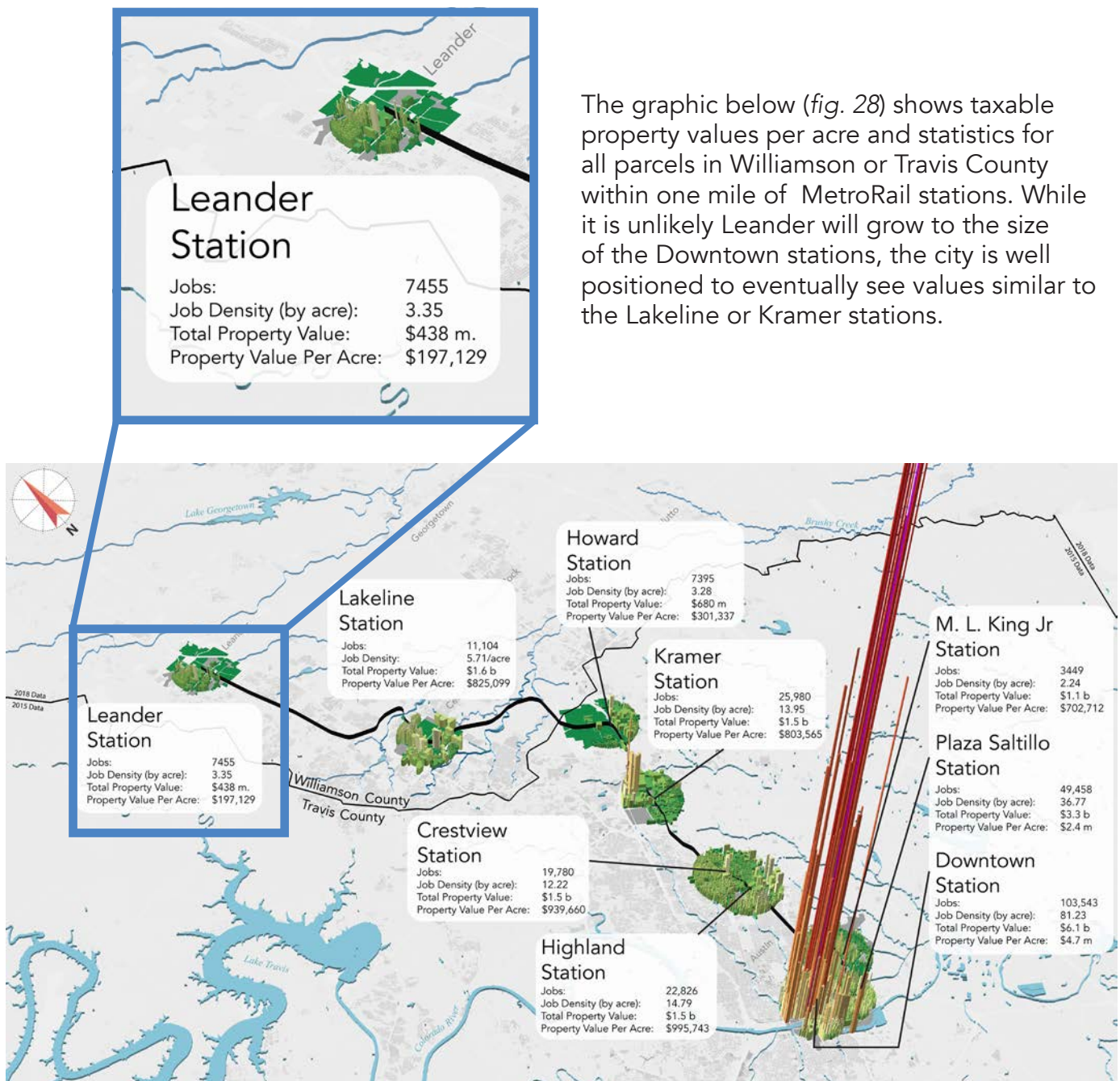


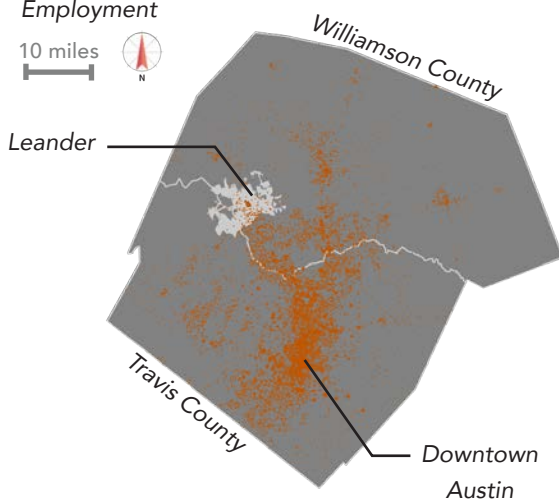
Fig. 28 - Williamson & Travis Counties - MetroRail Station Area Value Per Acre

LEANDER, TX

EMPLOYMENT

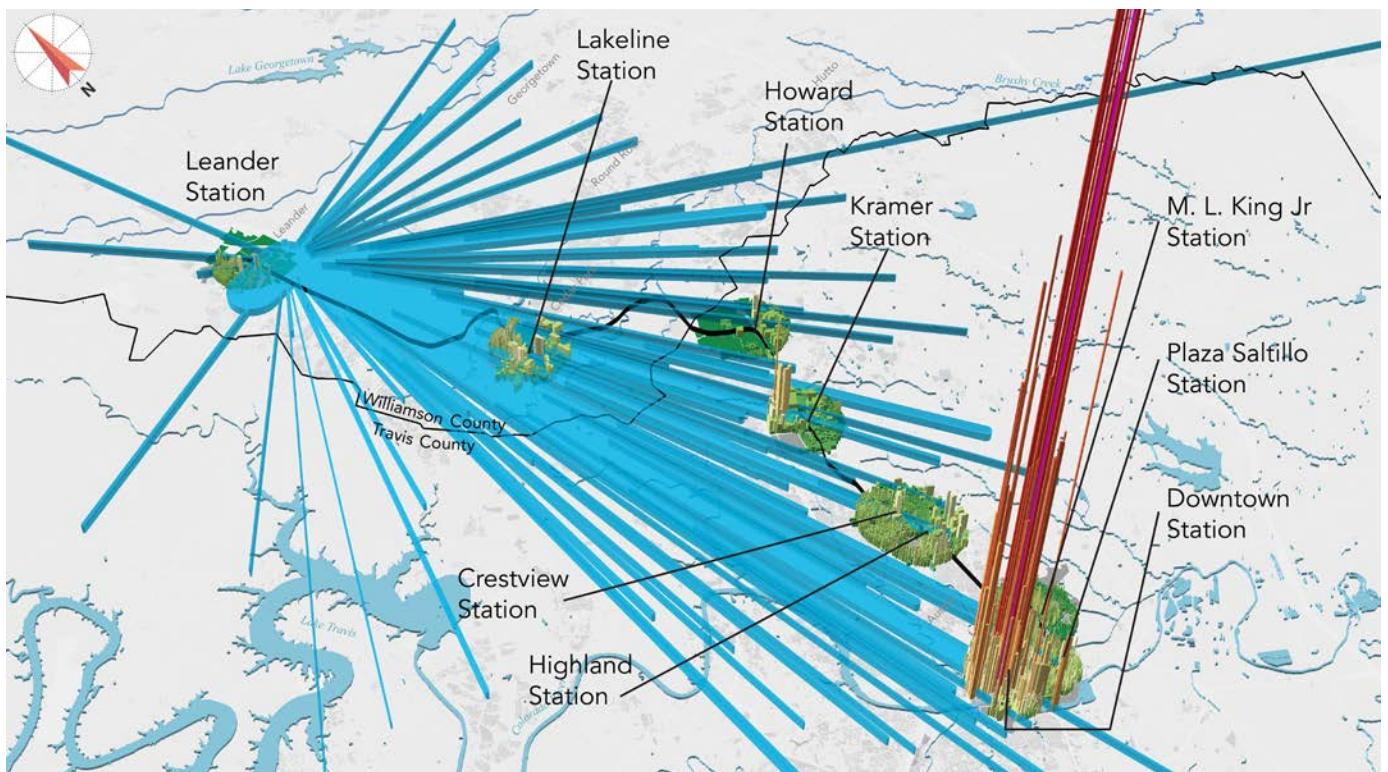
When a new development project comes to a city council for approval, citizens and politicians alike want to know about potential impacts on employment. The employment situation in Leander is not unlike other small satellite towns in major metropolitan areas. Approximately 13,000 people leave the city to work elsewhere every day (*source: US Census*). Building a new development that increases the number of jobs in Leander would have a positive impact on the City.

Fig. 29 - Williamson & Travis Counties - Employment



The map inset to the left (fig. 29) shows employment distribution across Williamson and Travis counties. While this map makes it clear that the majority of jobs are located in and around the City of Austin, there is a definite area of employment slowly filling in along the MetroRail route heading Northwest. This trend largely ends just South of Leander, but with good design and careful planning, Leander could capture many of the jobs moving outside of the city.

The map below (fig. 30) shows where residents of Leander are employed. The vast majority of residents work somewhere between Leander and Austin. An increase in jobs in Leander would lead to savings for both residents (travel time and cost) as well as the city (decreased infrastructure maintenance and increased property tax revenue).



LEANDER, TX

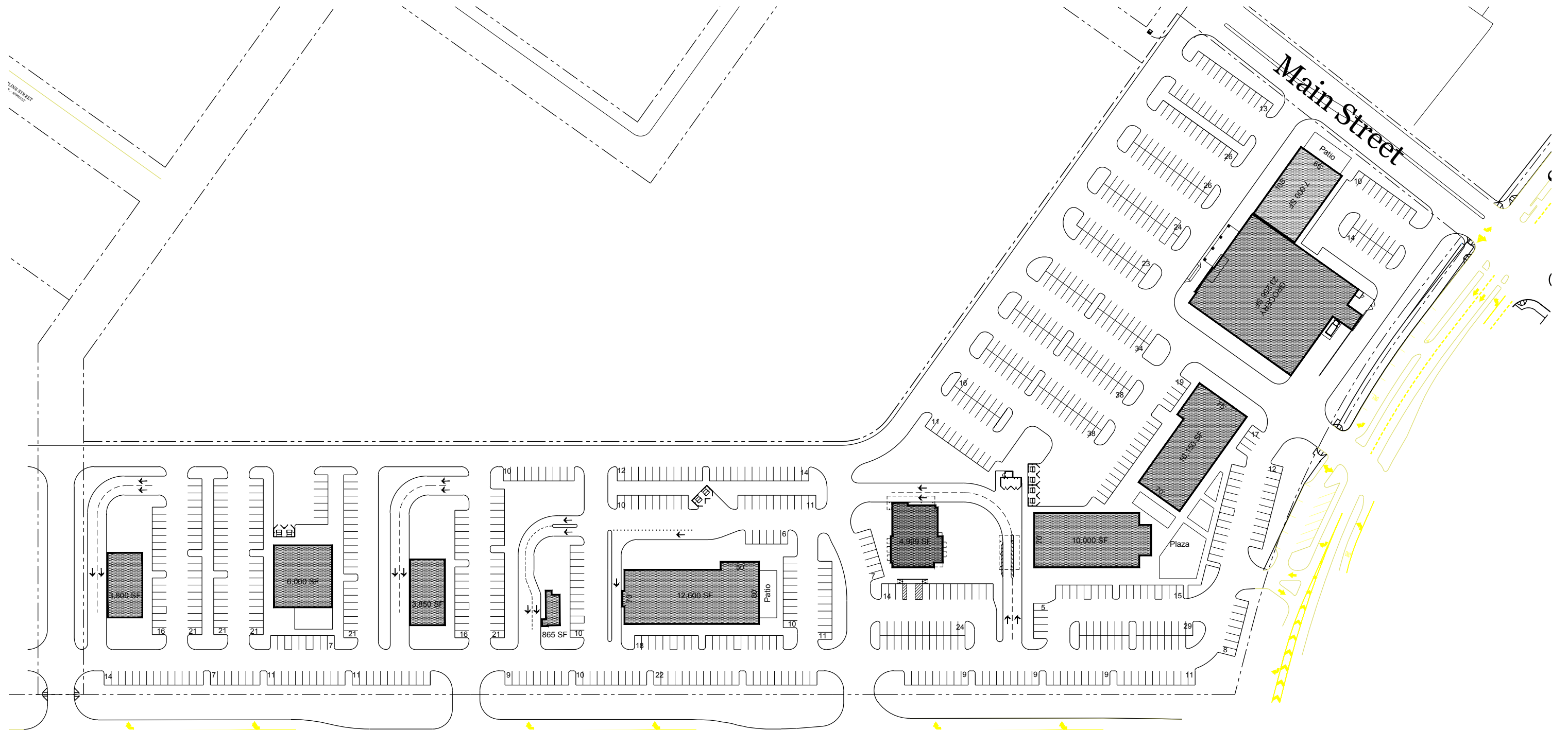
CONCLUSION

The Northline Project represents a once-in-a-generation opportunity to develop a pattern of community design which will add tremendous taxable potency to Leander's overall tax base. As our analysis demonstrates, this pattern of placemaking provides a taxable basis which is many times more productive than conventional development. By our estimate, Northline will be 9 times more productive than conventional development patterns, such as those found in nearby Cedar Park. This mixed-use neighborhood design used to be a common community investment pattern, yet incentives within standard municipal and state policies drive a development pattern which rewards low fiscal productivity. The 3D models of Leander and Williamson County demonstrate this difference.

A close look at the value per acre models for both the City of Leander and Williamson County reveals that well designed areas are also profitable areas. Main Street in Round Rock and the Square in Georgetown are examples of how strong design creates areas that are both fiscal powerhouses and places where people want to live. These same areas are pleasant to visit. Simply put, those places in communities which are desirable to visit and have a strong sense of community, which we cherish, also tend to be the most fiscally productive. This relationship between desirability and productivity has been the result of our analysis in this project, but also from patterns we've seen in communities across the country.

As the Austin metro region continues to grow, many people in and around Austin will want to be part of the small-town charms and slower pace of life in Leander. The proximity of the MetroRail station provides this opportunity and opens up the possibility for a new

market segment in housing and retail which does not yet exist in Leander. This pattern is traditionally what one would find in an older downtown or city core. This pattern is also compatible with the transportation infrastructure of the Northline Station. As this area grows, Leander should hold additional development to similar standards of urban design which support the pedestrian realm, increase transit, support density adjacent to transit, and cultivate value into the future. This focus on placemaking will add value for generations to come and build a stronger and more resilient tax base along with it. Northline will become a destination. It will become a place that Leander residents and visitors from the broader region want to spend time in and create memories.



U.S. Hwy. 183 - Southbound Frontage Road

Tax Revenue Calculator

Northline: Leander, TX

Projected Property Tax Revenues

Total Cost:	\$40,000,000
Assessed % of Cost:	90%
Taxable Value	\$36,000,000

Tax Growth Rate	3.00%
2023 Value*:	\$5,858,535
Tax Basis:	\$118,285

*Estimate based on 2023 values applied to ~17ac site area

Total Cost:	\$40,000,000
Assessed % of Cost:	93%
Taxable Value	\$37,080,000
Year	2

Today's Milleage Rate	2.02%
Year 1 Tax Amount:	\$726,850
Year 2 Tax Amount:	\$748,655

		1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030	1/1/2031	1/1/2032	1/1/2033	1/1/2034	1/1/2035
	Totals	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Tax Amount	\$8,332,517	\$726,850	\$748,655	\$771,115	\$794,248	\$818,076	\$842,618	\$867,897	\$893,933	\$920,751	\$948,374
Tax Basis	\$1,182,854	\$118,285	\$118,285	\$118,285	\$118,285	\$118,285	\$118,285	\$118,285	\$118,285	\$118,285	\$118,285
Incremental Tax	\$7,149,663	\$608,564	\$630,370	\$652,829	\$675,963	\$699,790	\$724,333	\$749,611	\$775,648	\$802,466	\$830,089

Projected Sales Tax Revenues

Projected Taxable Sales	\$44,390,000
-------------------------	--------------

Today's Sales Tax Milleage Rate	1.00%
Year 1 Tax Amount:	\$443,900

Tax Revenue Growth Rate	3.00%
Sales Tax Baseline	\$0

	Totals	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Tax Amount	\$5,088,816	\$443,900	\$457,217	\$470,934	\$485,062	\$499,613	\$514,602	\$530,040	\$545,941	\$562,319	\$579,189
% of Potential Revenues		50%	85%	100%	100%	100%	100%	100%	100%	100%	100%
Tax Basis	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Incremental Tax	\$4,798,283	\$221,950	\$388,634	\$470,934	\$485,062	\$499,613	\$514,602	\$530,040	\$545,941	\$562,319	\$579,189

City Projected Incremental Tax Revenues

	TOTAL	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Ad Valorum Tax Revenue	\$7,149,663	\$608,564	\$630,370	\$652,829	\$675,963	\$699,790	\$724,333	\$749,611	\$775,648	\$802,466	\$830,089
Sales Tax Revenue	\$4,798,283	\$221,950	\$388,634	\$470,934	\$485,062	\$499,613	\$514,602	\$530,040	\$545,941	\$562,319	\$579,189
Total	\$11,947,947	\$830,514	\$1,019,004	\$1,123,763	\$1,161,024	\$1,199,404	\$1,238,934	\$1,279,651	\$1,321,589	\$1,364,785	\$1,409,277



Profile + Case Studies



Company Overview

At Endeavor, we've built our continued success on a simple formula. Approach every relationship with integrity, and treat every project like it's in our own backyard. With this formula, we've grown steadily since 1999, through some of history's most turbulent market conditions. It's the foundation for projects that are built to last, and for a company dedicated to the needs of property owners, investors, tenants, and the community. It's doing the right thing, for the right reasons.

It's our Endeavor.

Endeavor Real Estate Group is a full-service commercial real estate company headquartered in Austin, Texas. From developing placemaking high-rise multifamily throughout the nation to owning and operating some of Austin's largest outdoor shopping centers and office buildings in downtown Austin, Endeavor creates value through the development, acquisition, management and leasing of mixed-use, multifamily, retail, office and industrial properties. Since its inception, Endeavor has developed and/or acquired over 28.4 million square feet of realized commercial real estate. With 230 employees, 13,000+ multifamily units in planning, under construction, in leasing, 9.2 million square feet of office, industrial and retail space under management and 3.7 million square feet currently under construction, Endeavor is the largest full-service commercial real estate firm in Austin and a premier, award-winning firm nationally.

Our Portfolio

Endeavor and its partners have acquired or developed over \$5.4 billion of real estate assets, capitalized with \$3.3 billion of debt and \$2.1 billion of equity.

Current Holdings

- 13,000+ multifamily units in planning, under construction, in leasing
- Over 34.4 million SF owned, leased or managed
- Over 3.7 million SF under construction

Since Our Founding

28.9 million SF acquired/
developed/in development

Property Types

Multifamily, mixed-use, office, retail, industrial, self-storage and land

Current Markets

Properties Owned and/or
Developed

- Texas
- Tennessee
- Colorado
- Utah
- California
- North Carolina





Our Real Estate Services

Development

Endeavor Real Estate Group has an extensive track record in developing and redeveloping a broad spectrum of commercial real estate including office, retail, multifamily and mixed-use projects. We have developed and/or acquired over 28.9 million square feet of commercial real estate since forming in 1999, currently have 3.7 million square feet under construction in Texas, Tennessee, Colorado, and Utah and are ranked as one of Austin's top real estate developer.

As an owner or developer, you can rely on our team's successful track record from the initial site selection through planning, zoning, identifying credit retailers, and negotiating leases.

Project Leasing

Considered one of the premier leasing groups in Texas, our project leasing division provides a comprehensive spectrum of commercial real estate brokerage services, including a strategic approach to creating and enhancing real estate value.

Our leasing professionals are experienced, resourceful, and dedicated to providing the highest level of service and attention to detail. By combining our ownership-minded style with marked integrity and a successful track record as owners and project leasing agents, we help clients make the most sound and informed decisions possible.





Our Real Estate Services

Tenant Representation

In addition to their expertise in retail, office, and industrial properties, our Tenant Rep professionals consistently rank among the top tenant reps in the city and have outstanding relationships with respected, well-known brands.

From Target to Amy's Ice Cream, Home Depot to Cuvee Coffee, and Chipotle to Royal Blue Grocery, we've had the opportunity to work with a variety of top national and local brands.





Buck Cody

Managing Principal

17 years at Endeavor

RELEVANT EXPERIENCE

As Managing Principal

- With a focus on retail pad development, Buck has sponsored or co-sponsored the acquisition and/or development of 30+ assets spanning multiple product types.
- Buck has been an active member of Endeavor's Investment Committee since 2017 and serves on the five-member Operating Committee that is responsible for running the Endeavor Platform.
- Represents select national retailers and restaurants throughout central, south, and west Texas and has completed over 330 lease and sale transactions with a total consideration in excess of \$525MM.
- Has directly participated in the acquisition and/or development of three million square feet with a total market value of \$875MM+

SELECT ENDEAVOR PROJECT INVOLVEMENT

- Lyndon at Springtown



EDUCATION

- Bachelor of Arts - The University of Texas at Austin

PROFESSIONAL INVOLVEMENT

- Member of the International Council of Shopping Centers
- Advisory Council Member of The University of Texas Real Estate Finance and Investment Center
- Board of Directors for Opportunity Austin

COMMUNITY INVOLVEMENT

- Member of The University of Texas T-Association
- Past Board of Directors Member of The First Tee of Greater Austin



Charlie Northington

Managing Principal

19 years at Endeavor

RELEVANT EXPERIENCE

As Managing Principal

- Charlie focuses on retail development and mixed-use urban infill development. He is a member of Endeavor's Investment Committee.

Since joining Endeavor

- Charlie's talents were instrumental in the development of several of Endeavor's major, large-scale projects including Fort Worth Trinity Left Bank, The Parke, Austin Bluffs in Colorado Springs, the 5 Hills Project, and 1890 Ranch.

SELECT ENDEAVOR PROJECT INVOLVEMENT

- Shops at Five Hills
- The Parke
- 1890 Ranch
- Trinity at Left Bank



EDUCATION

- Bachelor of Arts - The University of Texas at Austin

PROFESSIONAL INVOLVEMENT

- Member of the Real Estate Council of Austin
- Member of the International Council of Shopping Centers

COMMUNITY INVOLVEMENT

- Member and Community Advisory Board at the Helping Hand of Austin
- Past Gala Chairperson at Dell Children's Hospital

Mixed-Use Projects



Belterra Village



Project Details

Located in Dripping Springs at Hwy 290 & Nutty Brown Road, Belterra Village was conceived to be a different type of suburban project that delivered a mixed-use project to a suburban community. At full build out, the 200,000 SF development will feature retail, medical office, hotel, single family and multi-family residences. With a focus on local tenants, Belterra Village's line-up includes Sky Cinemas (which is owned by the same team as Violet Crown), Breed and Company, Torchy's Taco's, Hat Creek Burger, Juiceland, Pieous, and The League.

Location

Dripping Springs, TX

Product

200,000 SF Retail Development

Year Built

2018



Southpark Meadows



Project Details

Southpark Meadows is a 425-acre master planned development located in Austin, Texas at the southwest corner of Slaughter Lane and IH-35. Southpark Meadows features approx. 1.6 million square feet of retail, 670 family units, 375 single family homes, 150 townhomes, office condos, and 40 acres of dedicated parkland. Southpark Meadows is the largest retail shopping center in Austin today. Southpark Meadows serves the daily shopping needs of the ever increasing South Austin population while at the same time quickly establishing itself as a regional draw for shoppers from the neighboring cities of Buda, Kyle, and San Marcos. Anchor tenants include Sam's Club, Walmart, SuperTarget, Cinemark, JC Penny, and Ashley Furniture.

Location

Austin, Texas

Project Size

- 1.6 MM SF Retail
- 670 Units
- 375 Single Family Homes

Year Built

- Phase I: 2003 - 2005
- Phase II: 2005 - 2009
- Phase III: 2005 - 2014

Status

Sold



Dry River District



Project Details

Endeavor is developing this 65-acre commercial parcel in Kyle, TX, located at the southwest corner of IH-35 and Kyle Crossing.

Dry River District will be predominately retail in a horizontal mixed-use commercial development that will include medical, hotel, and multifamily space totaling approximately 200,000 square feet.

The retail space will face IH-35 and is currently anchored by Evo Entertainment and Home Depot. The Project also includes a +/- 15-acre multifamily tract to the West.

Location

Kyle, Texas

Project Size

- +/-200,000 SF
- 342 Multifamily Units

Status

Under Construction



Domain Northside



Project Details

Endeavor completed and sold Phase III, which included 610,000 square feet of retail space, 563 multifamily units, and the 173 room Archer Austin boutique hotel, in a joint venture with Columbus Realty and Northwood Investors. This phase's Rock Rose dining and entertainment district has created intense local interest in the project by prominently featuring local culinary favorites. With this latest phase of the project, Endeavor has now master-developed 1.2 million square feet of retail space and 1.7 million square feet of office space at the Domain, and held a limited partner interest in 1,650 multifamily units developed by Columbus Realty.

Location

Austin, Texas

Product

- 1,650 Multifamily Units
- 1.7mm SF Office
- 1.2mm SF Retail
- 303 acres

Status

- Built - Phased 2006-Present
- Sold 2019

← **15** CITY BLOCKS BY **8** CITY BLOCKS →





Saltillo



Project Details

Saltillo occupies 5 of the 6 contiguous city blocks (10.15 acres) located on 5th street adjacent to the east side of I-35. Endeavor secured the development site through a competitive RFP process run by Capital Metro (Austin's public transportation agency), which will continue to own the site and has ground leased the property to the Sponsor for 99 years. Saltillo consists of 152,000 square feet of office, 116,600 square feet retail space and 803 apartment units.

Endeavor and Columbus Realty co-developed this asset.

Location

Austin, Texas

Product

- 803 Multifamily Units
- 152,000 SF Office
- 116,600 SF Retail

Status

- Completed 2020
- Sold 2021



The Lyndon at Springtown



Project Details

Endeavor developed The Lyndon at Springtown, a 215,907 SF student housing mixed-use project adjacent to the Springtown Shopping Center in San Marcos, TX. With 34,000 SF podium-style retail on the ground floor and a parking deck behind the center, the 233 unit/515 bed student housing project is a naturally integrated part of the shopping center.

Location

San Marcos, Texas

Product

- 215,907 RSF Student Housing
- 233/ 515 Multifamily Units
- 34,000 RSF Retail
- 6.5 Acres

Status

Sold 2019

Retail Projects



The Parke



Project Details

The Parke is a retail power center located in Cedar Park, Texas at East New Hope Drive & 183 A Frontage Road. The Parke features 380,000 square feet of retail space. Anchor tenants include Whole Foods 365, Dick's Sporting Goods, Field & Stream, Nordstrom Rack, Michaels, Marshalls, and Ulta.

Location

Cedar Park, TX

Product

380,000 SF Retail Development

Year Built

2017

Status

Sold



1890 Ranch



Project Details

1890 Ranch is an 850,000 square foot lifestyle power center, anchored by SuperTarget, Cinemark, Academy Sports & Outdoors, Gold's Gym, Hobby Lobby, Office Max, Ross, and PetSmart. The shopping center is located at the northeast corner of FM 1431 and 183A in Cedar Park, Texas.

Location

Cedar Park, TX

Product

850,000 SF Retail Development

Year Built

2008



University Oaks



Project Details

University Oaks is a 600,000 square foot retail power center, shadow anchored by IKEA with national tenants Petsmart, DSW, Ross Dress for Less, and R.E.I. The shopping center is located at the southeast corner of I-35 and University Oaks Blvd in Round Rock, TX near TSU Round Rock campus and Baylor Scott & White Medical Center.

Location

Round Rock, Texas

Project

- 600,000 SF Retail Development

Year Built

- 2008



6555 Burnet Road



Project Details

6555 Burnet Road is a 14,429 square foot retail redevelopment on the Burnet Road corridor in Austin, Texas. 6555 Burnet Road is located in a well-populated residential area, but one that previously lacked the stylish dining options many other Austin neighborhoods boast. It was important for Endeavor to recruit the best local Austin restaurant tenants to lead the renovation in order to maintain the character and special nature of the street and neighborhood. By attracting Barley Swine, Lick and Bufalina Due, and through the strength of the building's design, 6555 Burnet Road become a centerpiece in the revitalization of the surrounding area. Prior to the re-design, the existing strip mall housed two tenants located between vacant storefronts that had outlived their usefulness. Today, the high-profile tenants have made it a destination recognized far beyond Austin.

Location

Austin, TX

Product

14,429 SF Retail Redevelopment

Year Redeveloped

2015



5520 Burnet Road



Project Details

5520 Burnet Road was previously home to Austin Plumbing Supply. The 5,073 SF building suffered from a high degree of deferred maintenance and disrepair when Endeavor acquired it in 2011.

Endeavor recruited two local restaurant tenants ensuring the character of Burnet Road maintained a unique local flair. In fact, 5520 Burnet Road became home to the very first brick & mortar location for The Peached Tortilla, now one of Austin's most beloved local restaurants. In addition, Endeavor recruited Taco Flats to be re-born and to come back to life from its prior heyday in the late 1970's. Both restaurants now comfortably co-exist in a completely renovated building in the heart of the Allandale neighborhood of Austin.

Location

Austin, TX

Product

5,073 SF Retail Redevelopment

Year Redeveloped

2013



500 West 5th Street
Suite 700
Austin, Texas 78701
512.682.5500
endeavor-re.com



EXECUTIVE SUMMARY
4/18/2024

AGENDA SUBJECT:

Staff Reports

- Water Update
- Capital Improvement Project Update - Senior Activity Center

BACKGROUND:

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Attachments:

1. Water Update
2. CIP Update - Senior Center



Water Update

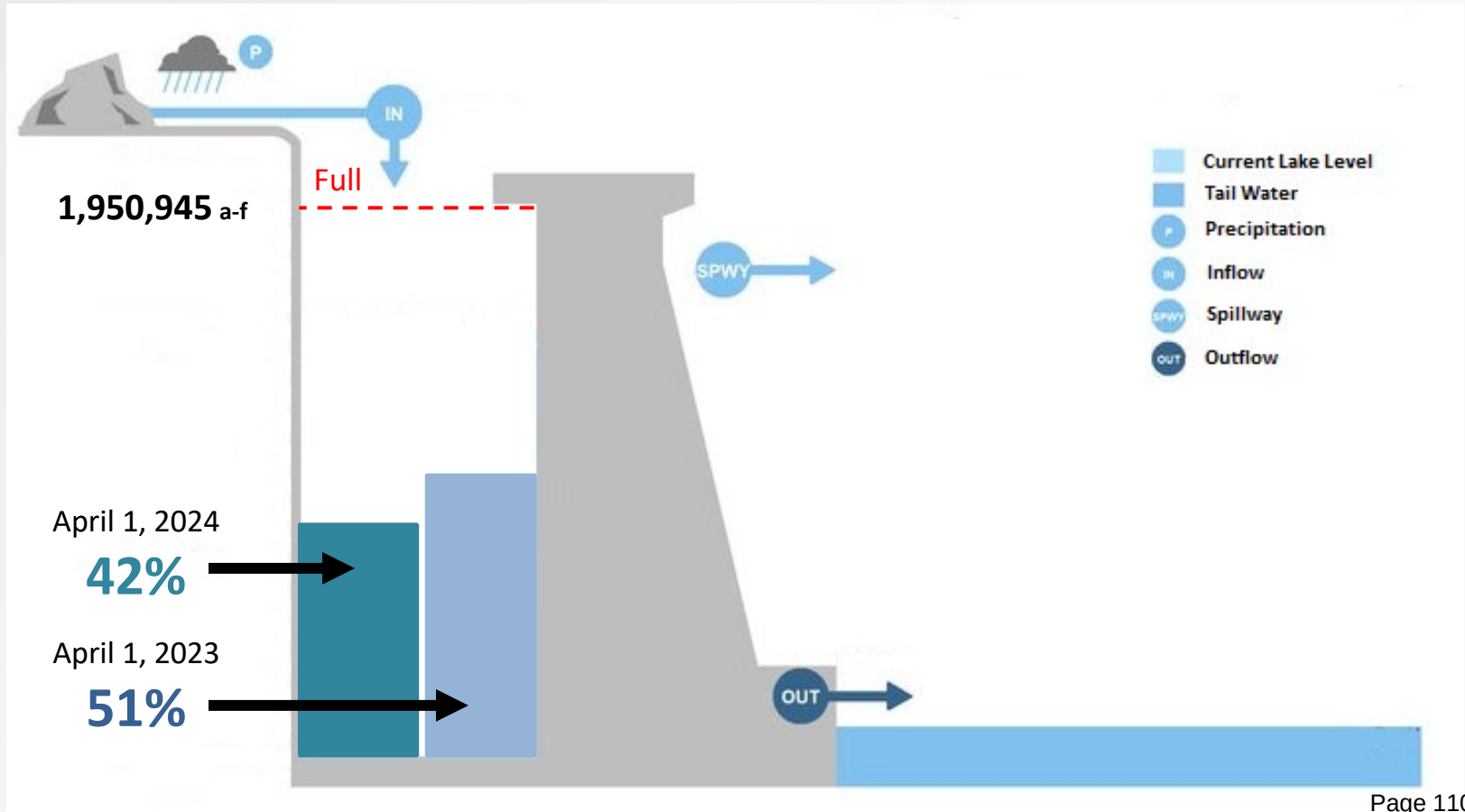
April 18, 2024

Dan Grimsbo, PE – Executive Director of Infrastructure

Mike Neu – Chief of Staff

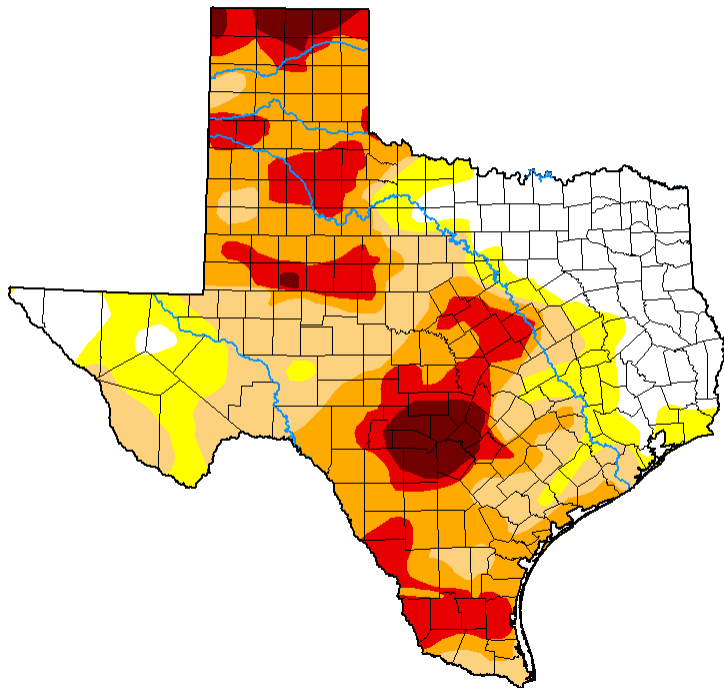
Gina Ellison, PE – Public Works Director

LCRA Combined Lake Storage

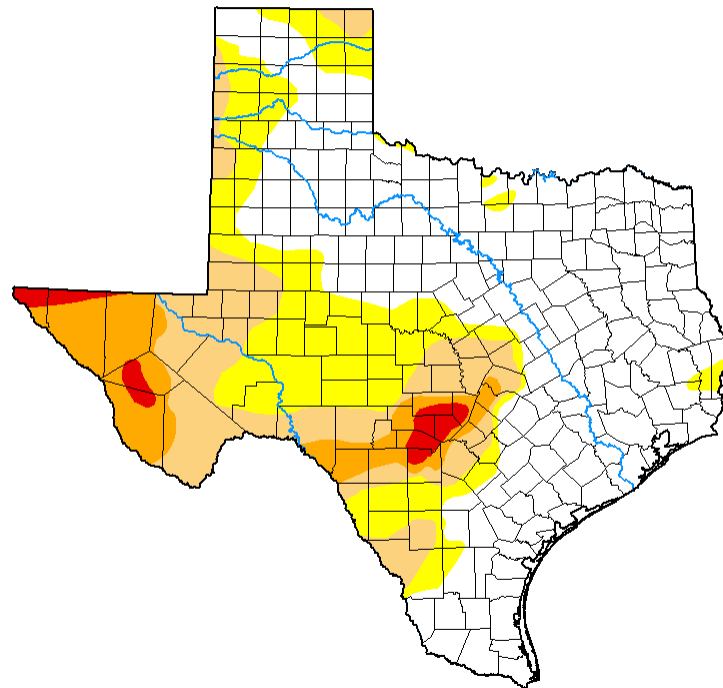


Drought Monitor

April 4, 2023



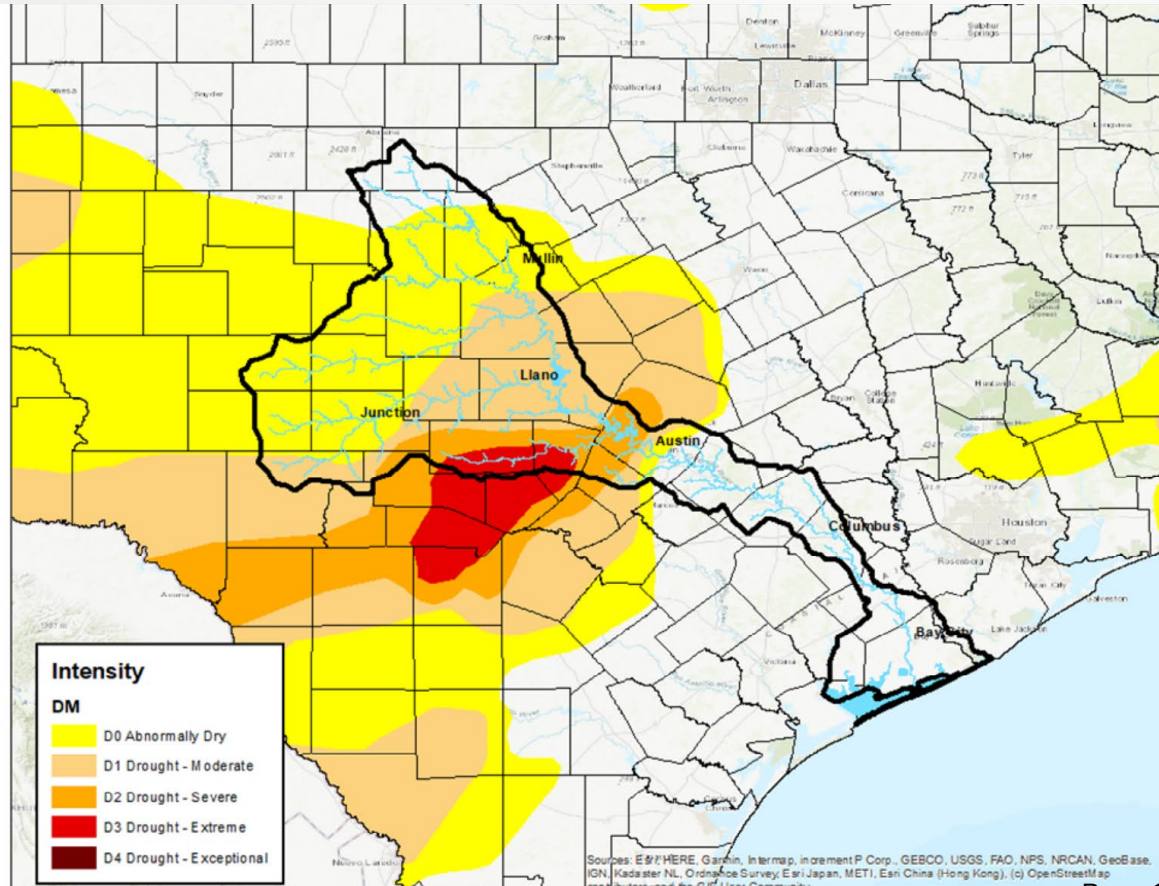
April 2, 2024



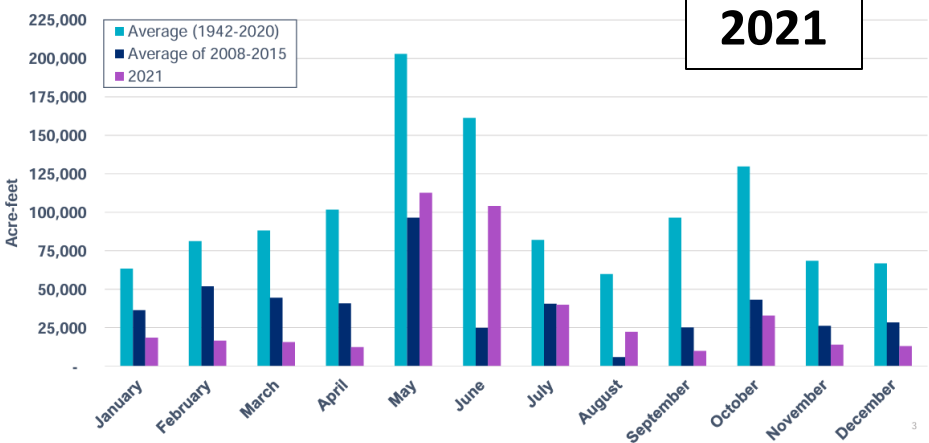
U.S. Drought Monitor

Lower Colorado River Basin

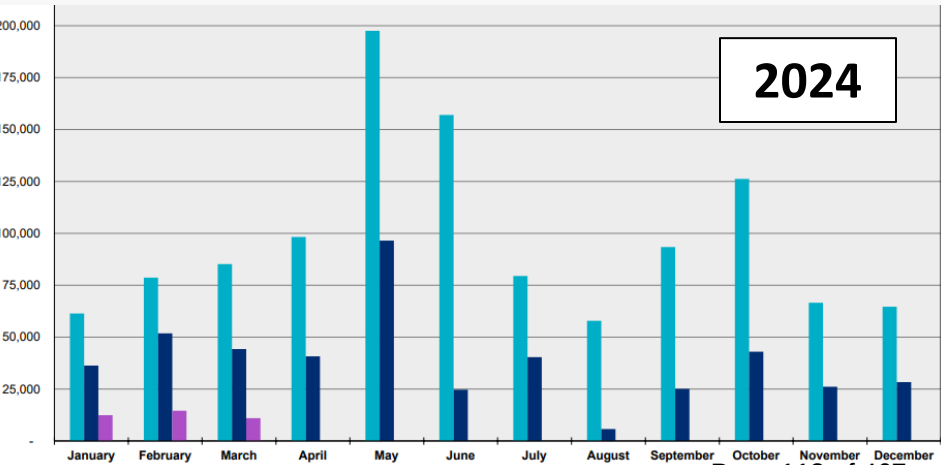
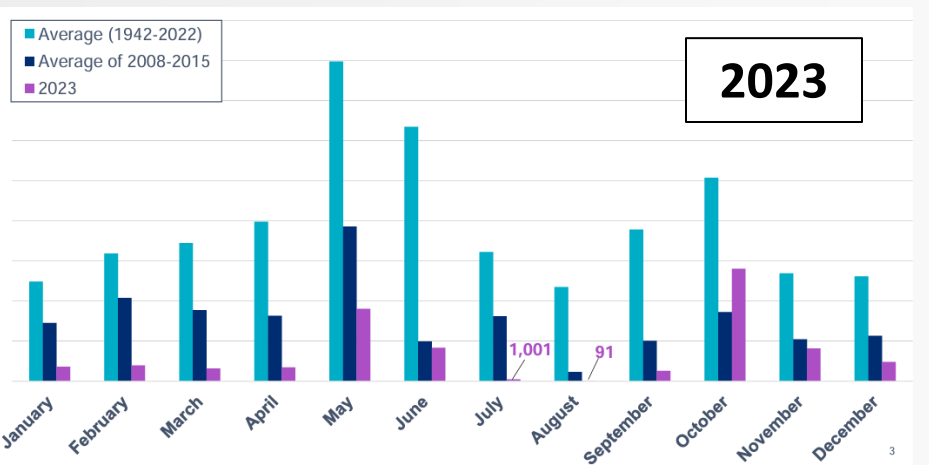
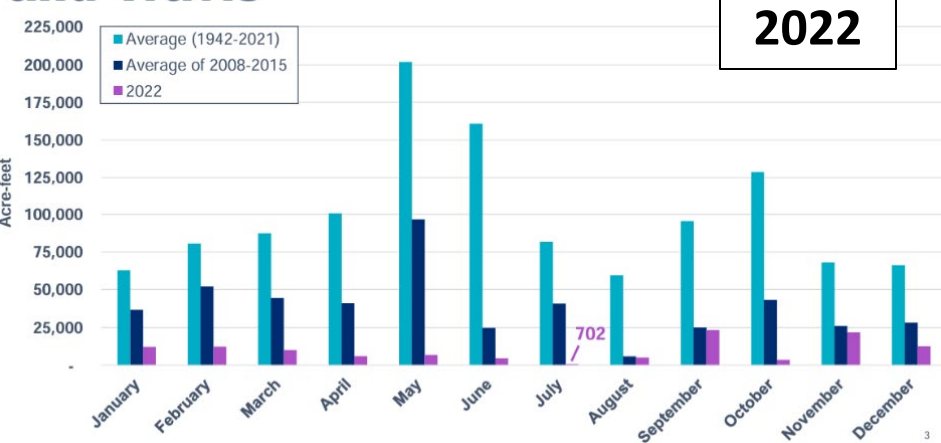
As of March 19, 2024



Water Flowing Into Lakes Buchanan and Travis

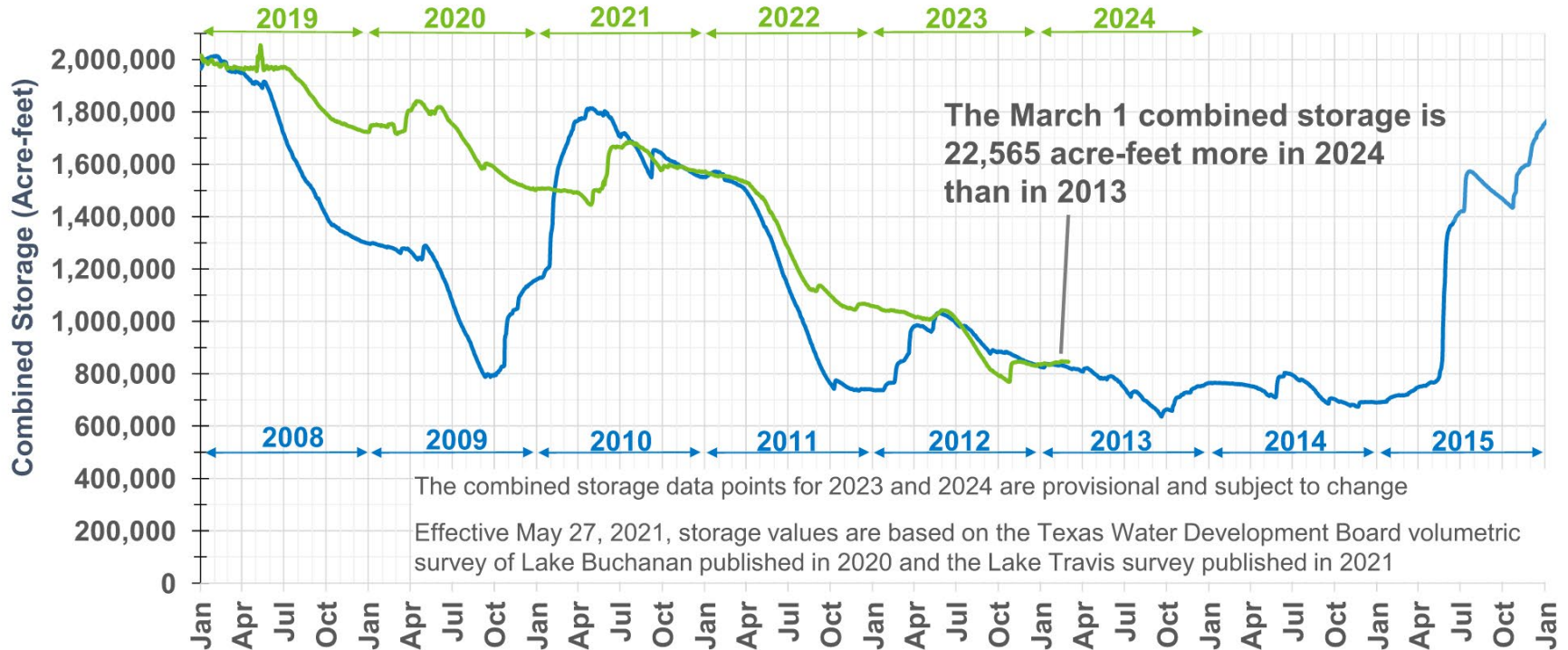


Water Flowing Into Lakes Buchanan and Travis



Combined Storage of Lakes Buchanan and Travis

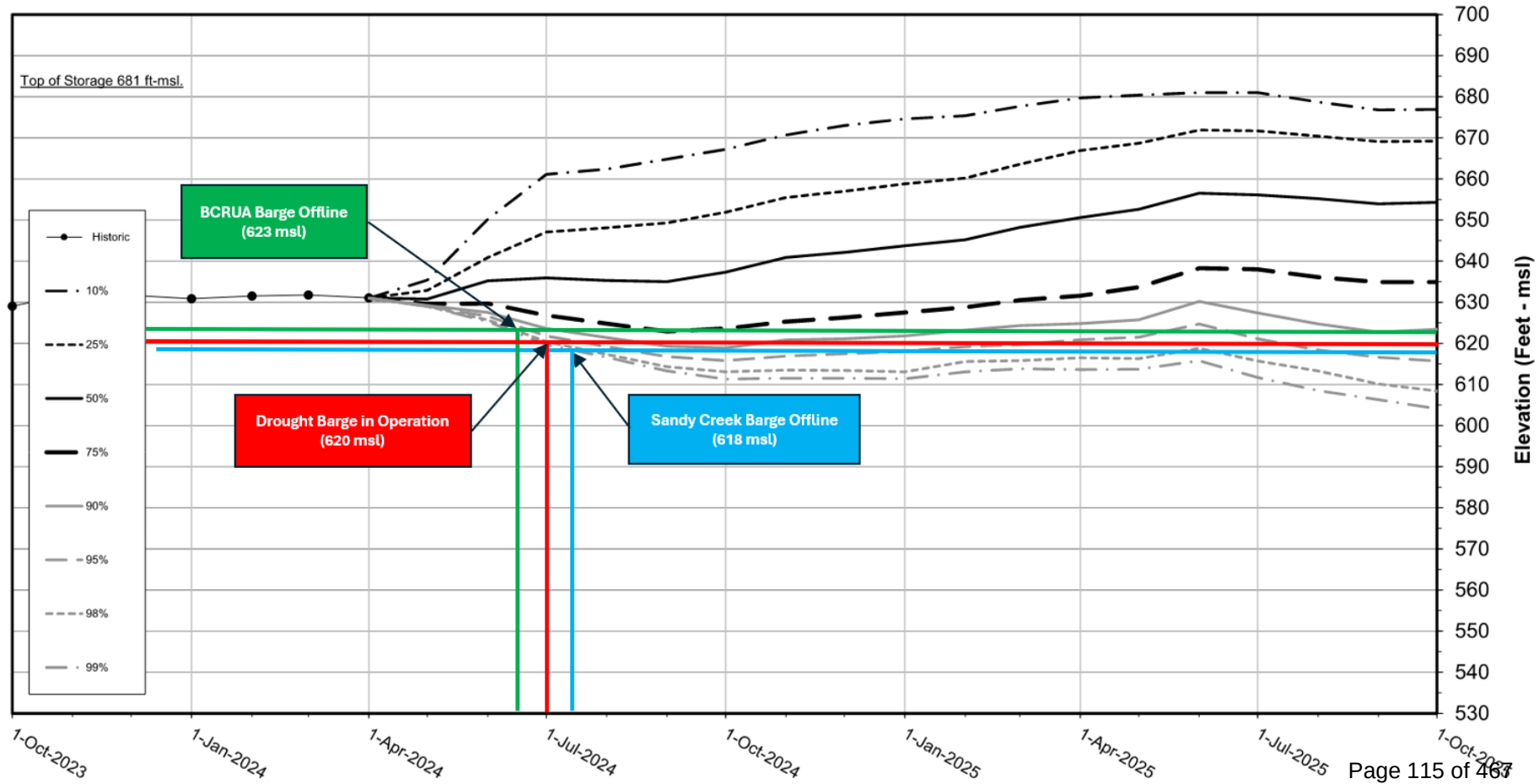
Comparison of 2019-2024 and 2008-2015



Lake Travis Long Range Elevation Forecast

Projections of Constant Future Likelihood for Lake Elevation Exceedence

Projected Demands and 2020 WMP



Early June – Phase 4 escalation

- No outdoor watering, similar restrictions as March 2024

Mid June – BCRUA barge not viable (623 msl)

- Intake limited to Sandy Creek plant and barge, 9 MGD max

Early July – Emergency barge activated (620 msl)

- Connect to Sandy Creek plant, 9 MGD max
- Sandy Creek barge offline

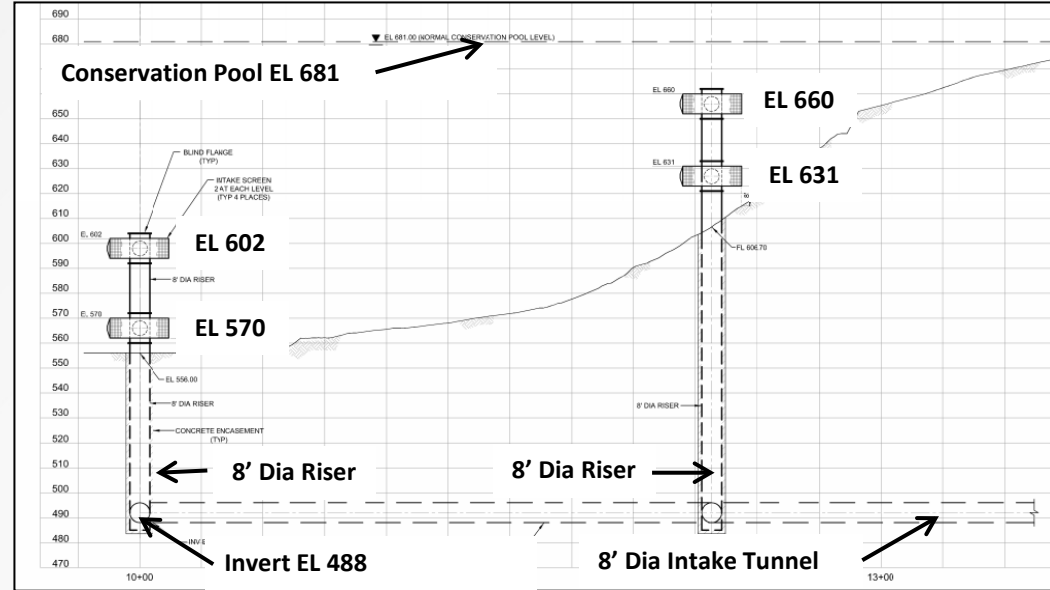
Mid July – Sandy Creek barge not viable (618 msl)

- Remain in Phase 4 until elevations rise above 623 msl
- Could be weeks or months

BCRUA Phase 2 – Deep Water Intake

Long-term solution

- Raw water intake with two lake taps and multi-level intake screens
- 145 MGD raw water pump station
- Serves BCRUA, Sandy Creek, and Cedar Park Water Plants
- \$225M
- Began construction 2022
- Completion 2027



Construction Schedule Milestones		Progress: 657 of 1760 days 37.00 %	
Notice to Proceed:	06/22/2022	Time Extension By Change Order:	0 Days
Duration(Days):	1760 Days	Revised Duration(Days)	1760 Days
Substantial Completion:	02/16/2027	Final Completion:	04/17/2027
Revised Substantial Completion:	02/16/2027	Revised Final Completion:	04/17/2027

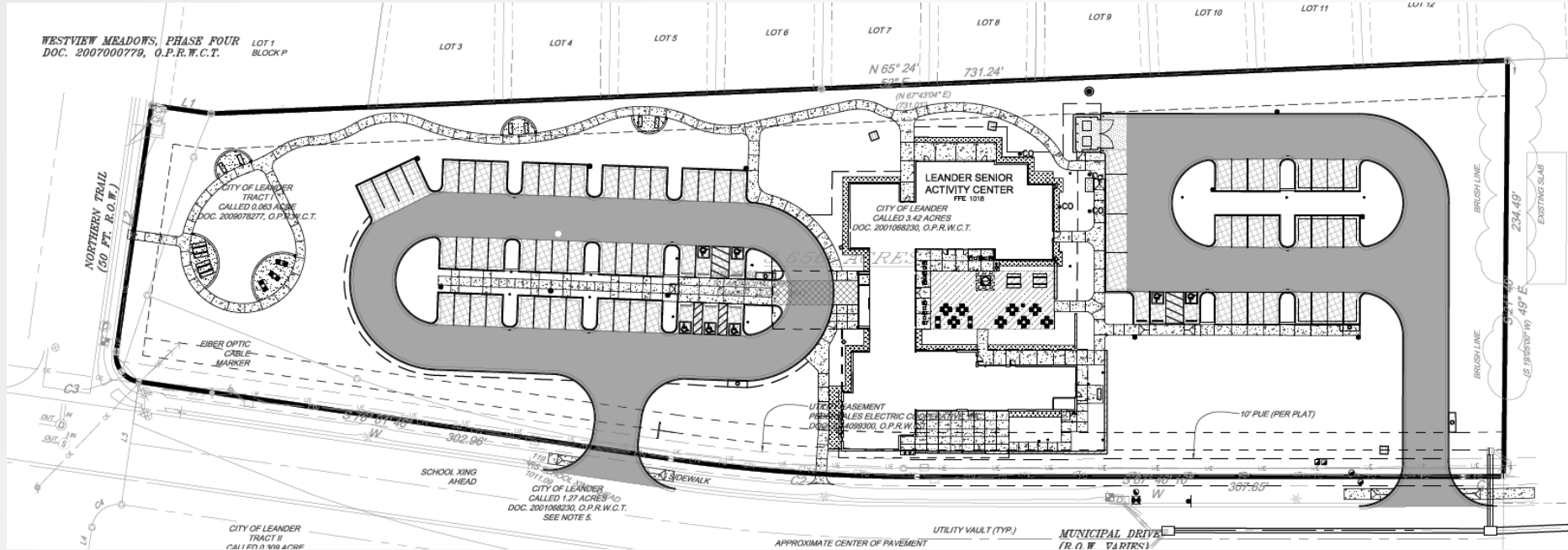


CIP Update – Senior Activity Center

April 18, 2024

Dan Grimsbo, Executive Director of Infrastructure

Senior Activity Center





Senior Activity Center

Project History

Sept 2017	PGAL hired for planning, design, construction admin services.
Feb 2020	Bids for construction received. Lowest (\$5M) exceeds <u>\$3.8M</u> budget.
Aug 2020	Council gives direction to analyze alternate site next to Library.
Apr 2022	Council gives direction to move forward with project on original site.
May 2022	PGAL begins updating construction documents to current City standards.
Sept 2022	More than \$2M added to FY 2023 project budget.
Jan 2024	New solicitation for construction posted.
Apr 2024	Bids for construction received. Lowest (\$9.5M) exceeds <u>\$6.5M</u> budget.

Senior Activity Center

Project Budget

GO Bond Funds	\$ 4,000,000
F40 General CIP	\$ 1,750,000
F75 Park Dedication	\$ 750,000

Total Budget	\$ 6,500,000
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Estimated Cost*	\$ 9,500,000	<i>*based on bids received</i>
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Funding Gap	\$ 3,000,000
--------------------	---------------------

Senior Activity Center

Proposed Funding Option

A		Total: \$3,000,000	<u>FY24</u>	
	GF Reserves (FY23)	F01 General Fund 1,400,000	1,400,000	
M.9	Fire Station No. 6	F40 General CIP 500,000	2,200,000	Keep \$1.7M for land
M.24	City Hall Location Analysis	F40 General CIP 150,000	150,000	
P.22	Mason Creek Trailhead	F75 Park Fund 340,000	340,000	
P.48	Old Town Park	F75 Park Fund 610,000	977,756	Keep \$367K for purchases

Senior Activity Center

Others Considered

B		Total: \$2,963,000		<u>FY24</u>
M.9	Fire Station No. 6	F40 General CIP	2,200,000	2,200,000
M.24	City Hall Location Analysis	F40 General CIP	150,000	150,000
P.22	Mason Creek Trailhead	F75 Park Fund	340,000	340,000
P.23	North Brushy Creek Trail	F75 Park Fund	273,000	273,000

C		Total: \$3,050,000		<u>FY24</u>
M.9	Fire Station No. 6	F40 General CIP	2,200,000	2,200,000
M.24	City Hall Location Analysis	F40 General CIP	150,000	150,000
P.48	Old Town Park	F75 Park Fund	700,000	977,756 <i>Keep \$277K for purchases</i>

D		Total: \$3,100,000		<u>FY24</u>
M.9	Fire Station No. 6	F40 General CIP	2,200,000	2,200,000
M.24	City Hall Location Analysis	F40 General CIP	150,000	150,000
P.6	Move generator to FY25	F40 General CIP	250,000	6,500,000 <i>Remove generator</i>
S.15	Stormwater Master Plan	F40 General CIP	500,000	500,000

Senior Activity Center

Project Milestones

- March 2024** Bid opening reveals 7 total submissions.
- April 2024** Evaluation team scores respondents, interviews top 3, and selects final respondent to propose for contract negotiation.
- May 2024*** Council consideration of Senior Activity Center construction contract.

** Target meeting date (May 2) is contingent on Council direction for funding and negotiation of proposed contract.*



EXECUTIVE SUMMARY
4/18/2024

AGENDA SUBJECT:

Leander History

BACKGROUND:

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Attachments:

1. Leander History

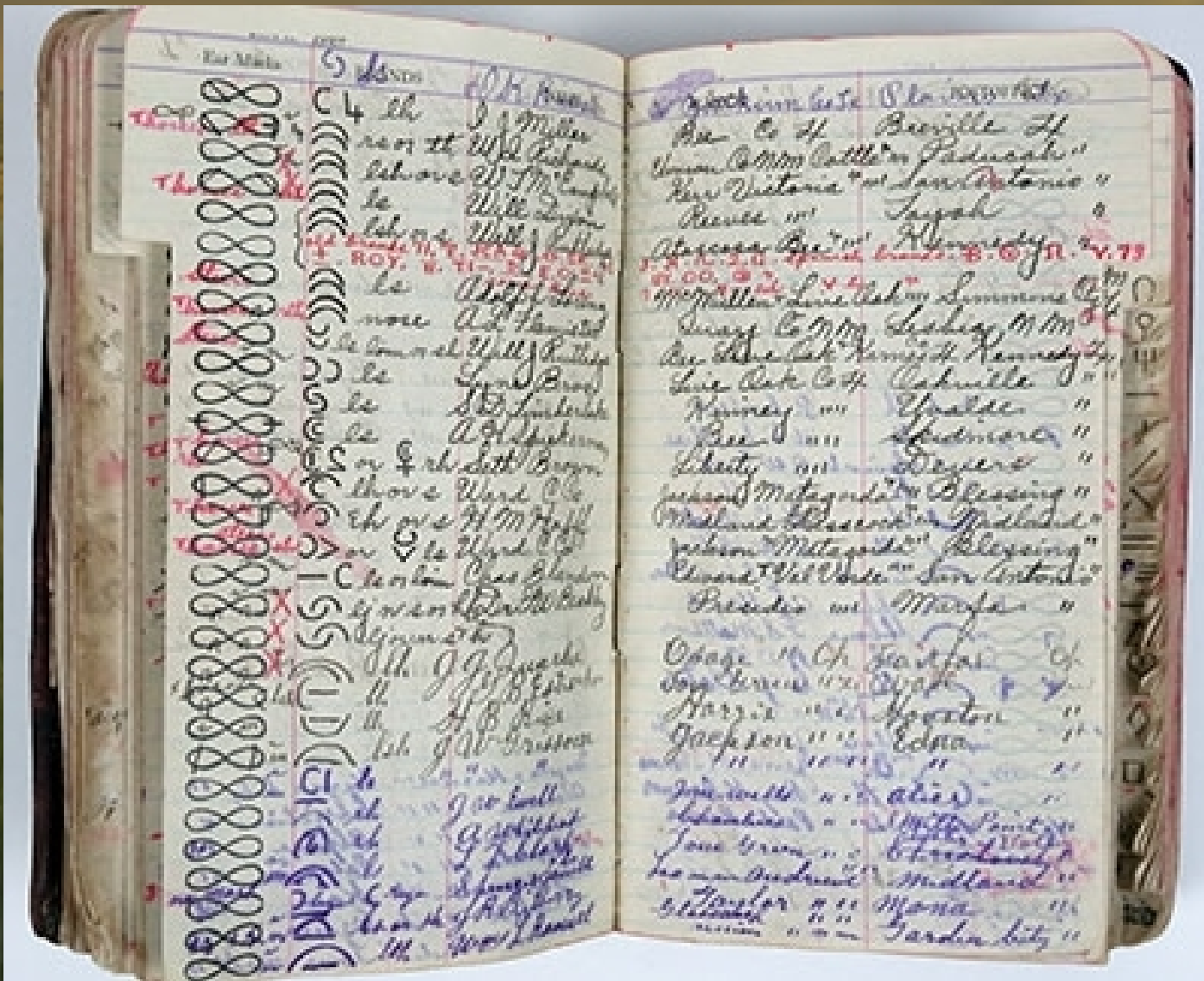
CATTLE BRANDING IN LEANDER

April 18, 2024

BRANDING IS A TEAM EVENT!



BRAND BOOK



FRONTIER BRANDS



OLDEST TEXAS BRANDS

TEXAS' EARLIEST
RECORDED BRAND
JULY 1ST 1762

BRAND OF THE ALAMO
MISSION (COMPAÑA DE
ALAMO DE BEXAR)
GRANTED MAY 26, 1812

STEVE F. AUSTIN'S
SPANISH BRAND.

MISSION DE LA ESPADA
DE BEXAR
1778

JOSE FLORES
BEXAR DISTRICT
1806

DON NICOLAS SAEZ
BEXAR
1742

DON MIGEL HERNANDEZ
DE HOYOS
BEXAR DISTRICT
1765

BRAND OF THE TEXAS PATRIOT
JOSE ANTONIO NAVARRO
GRANTED NOV. 7, 1833

JOSE YBARDO
BEXAR
1806

JAMES TAYLOR WHITE'S
BRAND. THE OLDEST TEXAS
BRAND IN CONTINUOUS USE.
BEGAN IN 1820. DOUBLE W.

WILLIAM McFADDIN
JEFFERSON COUNTY
1837
M6

MRS. JANE LONG
FORT BEND COUNTY
1838

MATTHEW MOSS
AUSTIN COUNTY
1838
A N

BORDEN BROS.
FORT BEND COUNTY
1839
CIRCLE O

JOHN MOORE
MATAGORDA COUNTY
1845
BOW & ARROW

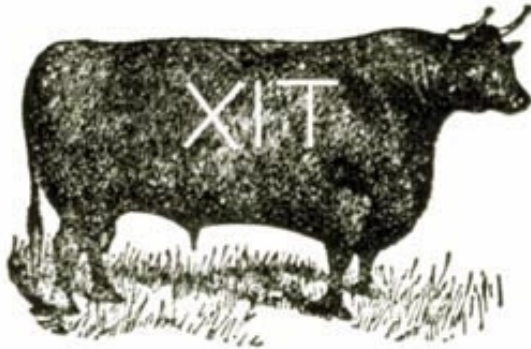
EAR MARKS & TURKEY BRANDS

Capitol Freehold Land & Investment Co. (Ltd.)

P. O. Address, 148 Market St., Chicago, Illinois.

GEORGE FINDLAY, Manager, 148 Market St., Chicago, Ill.

Foreman, O. C. Cato, Miles City, Montana.



Range, Custer and Dawson Counties, Montana; on Muster, Sand, Cabin, Custer, Cherry, Cedar, Bad Route, Clear, Red Water, etc., Creeks.

Ear mark,



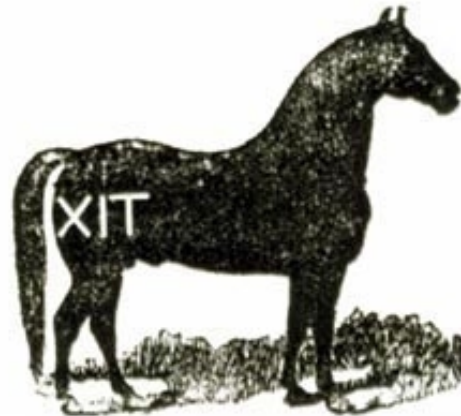
Other brands on cattle,



right side, or



on right hip.



R L	R L	R L	R L	R L
Steeple Fork	Crop	Swallow Fork	Overslope	Shoe String
Over Bit	Split	Under Half Crop	Underslope	Jingle Bob
Under Bit	Crop Split	Over Half Crop	Under Seven	Illegal Earmark



EXECUTIVE SUMMARY
4/18/2024

AGENDA SUBJECT:

Approval of the minutes for meeting held on April 4, 2024.

BACKGROUND:

Attached are the minutes for the meeting held on April 4, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 04.04.2024



**MINUTES
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 1 – Kathryn Pantalione-Parker

Place 2 – Esme Mattke Longoria, Mayor Pro Tem

Place 3 – David McDonald

Place 4 – Na'Cole Thompson

Place 5 – Chris Czernek

Place 6 – Becki Ross

Interim City Manager – Isaac D. Turner

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:01 p.m.

2. Roll Call.

Roll call reflected all present.

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

Presentation included: Local government authority; rough proportionality nexus requirement; existing level of service goal; national standards; geographic nexus - proposing three zones versus four zones; minimum size of land required; standards/criteria for land acceptance; fee-in-lieu established; fair market price/acre using an appraiser; park improvement fee; credit/offsets for private parkland and amenities the developers provide; credit for slope, floodplain and detention ponds; credit for publicly accessible parks the developer provide; extraterritorial jurisdiction; time limit for expenditure of dedication funds; frequency of ordinance reviews; park public art fund; four options - no parkland dedication; parkland dedication with privately owned and HOA maintained; parkland dedication as a public park; public/private park developed; tracking the review period; how determined zones in geographic nexus; determining future parks; how appraisals make it easier for staff; options for determining an amount per development unit versus individual appraisals; are other cities using appraisers; and are fees various levels in particular zones.

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 7:04 p.m.; the invocation was provided by Pastor Brian Lightsey of Life Church; the Leander Fire Department Color Guard presented the Colors and 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.]

James Dean, 2513 Cosa Del Sol Drive - commented on importance of library; fire department professional and helpful; and appreciate Mayor Christine, Councilmembers Esme, Na'Cole and Becki and City improved with you.

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

Included: BCRUA raw waterline; Phase 4 transition to Phase 2 after repair completion; and thank you to the construction teams, BCRUA teams, City partners, Leander City teams, Leander community and residential customers.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 9, 11 through 17. Item 10 was pulled from the consent agenda and would be considered separately.

By: Kathryn Pantalion-Parker

Seconded: Esme Mattke Longoria

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

No: None

Abstain: None

9. Approval of the minutes for 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.

Motion: Approve consent agenda item 10, following a discussion.

By: Becki Ross

Seconded: David McDonald

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

No: None

Abstain: None

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 ± 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.

Open Public Hearing 8:34 p.m.; closed Public Hearing 8:34 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Zoning Case Z-23-0072, following a discussion.

By: Chris Czernek

Seconded: Becki Ross

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

No: None

Abstain: None

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 ± 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.

Open Public Hearing 8:42 p.m.; closed Public Hearing 8:51 p.m. Speaking in opposition was Frank Brewer, 301 Old Pecan Lane; David Thompson, 3512 Elm Ridge Drive; and Jessica Morgan, 417 Unity Drive. Submitted via the website in favor of the request was Sheri Wood, 3312 Vista Heights Drive.

Motion: Approve Comprehensive Plan Case CPA 24-0010, following a discussion.

By: Chris Czernek

Seconded: Kathryn Pantalion-Parker

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

No: None

Abstain: None

Motion: Approve Zoning Case Z-23-0082.

By: Kathryn Pantalion-Parker

Seconded: Chris Czernek

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

No: None
Abstain: None

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.

[City Council took a brief break at 8:56 p.m.; reconvened at 9:06 p.m.]

Open Public Hearing 9:12 p.m.; closed Public Hearing 9:14 p.m. Isabella Amato, 3323 Lambrusco Lane spoke in favor of the request. Submitted via website in favor of request was Ana Forero, 333 Spotted Ridge; Adalberto Lopez, 701 Beautyberry Lane; Grant Marshall, 17511 Bottle Springs Lane; and Nick Tanory, 1710 Vintage Drive. No one spoke in opposition of the request.

Motion: Approve Zoning Case Z-23-0072 as amended and presented.
By: David McDonald
Seconded: Esme Mattke Longoria

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

No: None
Abstain: None

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.

Open Public Hearing 9:16 p.m.; closed Public Hearing 9:16 p.m. No one spoke in favor or opposition of the request. Edna Staudt submitted via website opposition to the request.

Motion: Approve Zoning Case Z-23-0072.
By: Kathryn Pantalion-Parker
Seconded: Chris Czernek

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

No: None
Abstain: None

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.

Motion: Approve amendment to Cypress Meadow Phasing Plan, following a discussion.

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

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.

No action.

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.

Motion: to approve naming parkland Horizon Lake Park, following a discussion.

By: Kathryn Pantalion-Parker

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

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. Kathryn Pantalion-Parker - commented looking forward to upcoming eclipse and 5K run on Monday.

Esme Mattke Longoria - thanked residents for conserving water past 6 weeks; and told everyone to be safe on Monday with the extra traffic the eclipse could bring to town.

David McDonald - commented on Collision on Ronald Reagan and Palmera Ridge; and to be safe please remain in the cars.

Na'Cole Thompson - thanked staff for communication with water repairs; and residents for conserving water.

Chris Czernek - stated this is a thankful time.

Becki Ross - thanked everyone involved with fixing the waterline; and excited about the parks.

Christine DeLisle - commented dinner came from Brooklyn Heights; reminded everyone to shop locally; eclipse page on website very informative; and hello to Lakeon Moore, 10 year old that watches the meetings.

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.

Convened into Executive Session at 9:44 p.m.; reconvened into open session at 10:00 p.m.

1. Motion: to approve amendment to Interim City Manager Employment Agreement as discussed in Executive Session.

By: Esme Mattke Longoria

Seconded: Na'Cole Thompson

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

No: None

Abstain: None

2. No Action.

29. Adjournment

Adjourned at 10:01 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY

Dear City Council,

RE: Reagan's Overlook and the Ronald Reagan Boulevard Corridor

I am a board member of the Reagan's Overlook HOA. I had requested to speak, but a family death will prohibit my attending the meeting Thursday, April 4th. Please include my comments below in the records.

Our Entrance has been greatly affected by the increased traffic on the Ronald Reagan corridor. The other Reagan's Overlook Board members will speak to this at the meeting, but I wanted to send my comments as well.

We are at the top of the hill and as you exit our neighborhood trying to turn left, it is a **BLIND** hill. While the entire corridor has its issues, our Front entrance intersection is the most unsafe because of lack of visibility. We also feel we risk our lives when we try to turn into our neighborhood as we slow down to turn in with no "turn in" or deceleration lane to slow down safely. Many of our residents have been rear ended just trying to enter.

I come to you from a personal perspective. Imagine these scenarios shared by Reagan's Overlook residents:

- Being T-boned by a car that was speeding, flipping the car. Fortunately, the resident was not badly injured but her car was totaled.
- Being scared to take your child to day care each morning.
- Next Door neighborhood alerts and Facebook alerts about accidents at our front and back entrance have become common.
- Teen drivers learning to navigate through unpredictable entering and exiting.
- Older drivers, who slowly creep out trying to be extra careful.
- Trying to judge if it is safe to enter the median when people are also trying to get a space from the other side at Palmera Ridge. It's like playing chicken.

My point is that we, in Reagan's Overlook, as well as Palmera Ridge, live this daily as we are simply trying to go to doctor's appointments, school events, work, day care, the grocery store, etc... It will only get worse once we add the apartment complex traffic at Palmera Ridge and the new Development, Oakmont PUD. Traffic will continue, but the City Council can make wise decisions now to help prevent dangerous situations.

Please consider making our intersection at Vista Heights Drive and Ronald Reagan Boulevard a priority in getting a signal light, deceleration lanes and perhaps even acceleration lanes. We wish for all to be safe on the Ronald Reagan Corridor.

Respectfully,

Sheri Wood

From: noreply@civicplus.com
To: [Michael Neu](#); [Dara Crabtree](#); [Debora Penberg](#); [Stefanie Brown](#)
Subject: Online Form Submission #2156 for Public Comments Request
Date: Tuesday, April 2, 2024 4:39:14 PM

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

Public Comments Request

Individuals who want to comment at the next regular meeting of the City Council or the Planning and Zoning Commission (P&Z) may complete the following request form. See [Agendas and Minutes](#) for a list of upcoming meetings.

Comments on agenda items:

- This form only applies to regular Council/P&Z meetings. It does not apply to special meetings, workshops, or other board or commission meetings.
- Comments must pertain to items that appear on the current posted Council/P&Z meeting agendas.
- Written comments will be included in the meeting record.
- Spoken comments will be limited to no more than three minutes (six minutes if translation is needed) per individual.
- This form must be submitted no later than noon on the Wednesday before the posted meeting start time.

Comments on non-agenda items:

Public comments on items not listed in the agenda will be limited to no more than 3 minutes (6 minutes if translation is needed) per individual. This form must be submitted no later than noon on the Wednesday prior to the posted meeting start time.

(Section Break)

First Name	Adalberto
------------	-----------

Last Name	Lopez
-----------	-------

Yes

Do you live within
Leander city limits?

Home Address	701 Beautyberry Lane
--------------	----------------------

City	Leander
------	---------

State	Texas
-------	-------

Zip Code	78641
----------	-------

Phone Number	512-970-7187
--------------	--------------

Email Address	
---------------	--

My comments apply to the following regular meeting:	City Council
---	--------------

This form will only be accepted until noon on the Wednesday prior to the next regular meeting in which an agenda has been posted.

Please see [Agendas and Minutes](#) for a list of upcoming meeting dates, times, and agendas.

My comments apply to the following meeting date:	4/4/2024
--	----------

My agenda item or case number:	Z-24-0106
-----------------------------------	-----------

My position on the above agenda item or case number:	I am FOR this item.
--	---------------------

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

My written comments	I am in support of this project and feel it is in the best interest for Leander. We need to keep our tax dollars in our city. I am asking that the Council please vote in support. Thank you.
---------------------	---

I want to upload a file with this form:	Field not completed.
--	----------------------

From: noreply@civicplus.com
To: [Michael Neu](#); [Dara Crabtree](#); [Debora Penberg](#); [Stefanie Brown](#)
Subject: Online Form Submission #2169 for Public Comments Request
Date: Wednesday, April 3, 2024 11:32:13 AM

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

Public Comments Request

Individuals who want to comment at the next regular meeting of the City Council or the Planning and Zoning Commission (P&Z) may complete the following request form. See [Agendas and Minutes](#) for a list of upcoming meetings.

Comments on agenda items:

- This form only applies to regular Council/P&Z meetings. It does not apply to special meetings, workshops, or other board or commission meetings.
- Comments must pertain to items that appear on the current posted Council/P&Z meeting agendas.
- Written comments will be included in the meeting record.
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- This form must be submitted no later than noon on the Wednesday before the posted meeting start time.

Comments on non-agenda items:

Public comments on items not listed in the agenda will be limited to no more than 3 minutes (6 minutes if translation is needed) per individual. This form must be submitted no later than noon on the Wednesday prior to the posted meeting start time.

(Section Break)

First Name	Nick
------------	------

Last Name	Tanory
-----------	--------

Yes

Do you live within
Leander city limits?

Home Address	1710 Vintage Drive
--------------	--------------------

City	Leander
------	---------

State	Tx
-------	----

Zip Code	78641
----------	-------

Phone Number	512-808-6741
--------------	--------------

Email Address	
---------------	--

My comments apply to the following regular meeting:	City Council
---	--------------

This form will only be accepted until noon on the Wednesday prior to the next regular meeting in which an agenda has been posted.

Please see [Agendas and Minutes](#) for a list of upcoming meeting dates, times, and agendas.

My comments apply to the following meeting date:	4/4/2024
--	----------

My agenda item or case number:	Z-24-0106
-----------------------------------	-----------

My position on the above agenda item or case number:	I am FOR this item.
--	---------------------

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

My written comments	I am in favor of this development. I think it fits perfectly in Leander and it's in the perfect location. This is a great new addition to the City of Leander. Please vote yes and support this new commercial development.
---------------------	--

I want to upload a file	Hero Way and Main St Support Letter - Nick Tanory.pdf
-------------------------	---

To: Mayor and City Council of Leander

From: Nick Tanory
1710 Vintage Drive
Leander, Texas 78641
[REDACTED]
(512)808-6741

Re: Z-24-0106
SWC Hero Way and Main Street

I am in favor of this development. I think it fits perfectly in Leander and it's in the perfect location. This is a great new addition to the City of Leander.

Please vote yes and support this new commercial development.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Tanory". The signature is fluid and cursive, with the first name "Nick" and last name "Tanory" clearly distinguishable.



EXECUTIVE SUMMARY
4/18/2024

AGENDA SUBJECT:

Approval of a Memorandum of Understanding between the City of Georgetown and the Williamson County Regional Animal Shelter Member Governments consisting of Cities of Cedar Park, Round Rock, Hutto, and Leander.

BACKGROUND:

Since 2022, the Williamson County Regional Animal Shelter (WCRAS) board has been exploring a request by the City of Georgetown to join the regional shelter. The City of Georgetown has funded a feasibility study to look at an expansion of the current facility. In 2023, the City of Georgetown and Williamson County jointly engaged Quorum Architect, Inc. for design services for an expansion project.

The feasibility study indicated that an expansion is feasible, provided that the City of Georgetown funds the construction of at least one hundred six (106) new dog kennels. In October 2023, the consensus of the WCRAS board was to move forward with a partnership.

This MOU is intended to provide an outline of the current understanding of all the parties and is not intended to legally bind the parties. The proposed ILA that is attached to the MOU provides that the City of Georgetown would contribute \$15 million for the expansion and would pay additional operating expenses over the next ten (10) years above what they would otherwise pay as a participating member. Once this draft ILA has been approved by the Attorney General's office (on advice of the City of Georgetown's bond counsel) it will be brought back to the various parties for final approval.

Leander staff is supportive of the proposed agreement to admit the City of Georgetown as a WCRAS member and to move forward with the expansion. The ILA will have to be approved by all current WCRAS members.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director
Billy Fletcher, Assistant Chief of Police

Fiscal Impact

Attachments:

1. MOU for WCRAS Georgetown Merger and Exhibit A Draft ILA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF GEORGETOWN
AND
THE WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER MEMBER
GOVERNMENTS**

This Memorandum of Understanding (“MOU”) is made by the County of Williamson and the Cities of Cedar Park, Round Rock, Hutto, and Leander (collectively the “Member Governments”) and the City of Georgetown (“Georgetown”).

RECITALS

WHEREAS, the purpose of this Memorandum of Understanding is to set forth the intention of the Member Governments and Georgetown; and

WHEREAS, Georgetown currently operates an animal shelter within Williamson County; and

WHEREAS, Georgetown’s animal shelter performs animal sheltering and control functions substantially similar to the WCRAS (as defined below); and

WHEREAS, Georgetown’s animal shelter is regularly at capacity and Georgetown’s shelter and operations need to significantly expand in order to meet Georgetown’s public need; and

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and

WHEREAS, each of the Member Governments require a regional animal control shelter with the capability of providing animal control services within the Williamson County, Texas, area on a regular basis; and

WHEREAS, pursuant to the Williamson County Regional Animal Shelter Interlocal Agreement, as amended (the “Agreement”), the Member Governments jointly operate the Williamson County Regional Animal Shelter (“WCRAS”) for the purpose of providing the public need for animal sheltering and control services within Williamson County; and

WHEREAS, the WCRAS also regularly operates at capacity and needs to expand its facility and operations in order to provide the public need for animal shelter and control services within Williamson County; and

WHEREAS, the Parties share a common interest in designing and expanding a facility to better serve animal sheltering and control needs as described in Texas Health and Safety Code, Chapter 823; and

WHEREAS, the Agreement allows for the Agreement to be further amended to admit a new party, located within Williamson County, as long as the new party agrees to: abide by all of the Agreement's conditions; pay the Equity Buy-in Fee; and be responsible for its share of the M&O expenses; and

WHEREAS, on October 14, 2022, WCRAS voted to proceed with exploring a partnership with Georgetown and formed a working group; and

WHEREAS, on November 22, 2022, the Georgetown City Council directed City staff to continue to explore a partnership with WCRAS, in part, by funding a feasibility study looking at the expansion to the Williamson County-owned WCRAS facility; and

WHEREAS, on March 14, 2023, the Georgetown City Council approved an interlocal agreement with Williamson County, and on March 21, 2023 the Williamson County Commissioners Court approved the same agreement, for design services for WCRAS expansion project; and

WHEREAS, on March 28, 2023, the Williamson County Commissioners Court approved advertising and receiving sealed qualifications for an Architectural and Engineering firm to conduct a feasibility study for the WCRAS Expansion, under RFQ #23RFSQ61; and

WHEREAS, on July 10, 2023, the Williamson County Commissioners Court approved awarding 23RFSQ61, the Williamson County Regional Animal Shelter Expansion Feasibility Study to Quorum Architect, Inc. in an amount of \$42,000; and

WHEREAS, the results of the feasibility study indicate that an expansion, inclusive of Georgetown, is feasible, provided Georgetown funds the constructions of at least 106 new dog kennels; and

WHEREAS, the Georgetown City Council was briefed on what a proposed expansion of the regional animal shelter on October 10, 2023 and the governing board for WCRAS was briefed on a possible expansion on October 27, 2023, and there is stated consensus to move forward with a partnership; and

WHEREAS, on November 7, 2023, the residents of the City of Georgetown approved a general obligation bond for the purpose of expanding animal sheltering services for the City of Georgetown; and

WHEREAS, Georgetown has proposed becoming a new party to the Agreement in exchange for the City abiding by all terms of the negotiated agreement attached as Exhibit A (the "Amendment"); and

WHEREAS, the Member Governments have considered and wish to execute the Amendment subject to any revisions required in conjunction with Georgetown's issuance of its general obligation bond to finance the WCRAS expansion; and

NOW THEREFORE, the Member Governments agree to work cooperatively and in accordance with this Memorandum of Understanding to take the steps set forth herein.

ARTICLE I.

The Member Governments and Georgetown agree to execute the Amendment to the Agreement attached once Georgetown receives confirmation it can use its general bond obligation funds to finance the WCRAS expansion. Any material changes to the Amendment must be ratified by each Member Government.

ARTICLE II. LEGAL EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this ____ day of ____, 2024.

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____

CITY OF CEDAR PARK, TEXAS

By: _____
Jim Penniman-Morin, Mayor

Date: _____

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

Date: _____

CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle, Mayor

Date: _____

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

Date: March 12, 2024

EXHIBIT A

**SECOND AMENDMENT AND RESTATEMENT
OF THE
WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER AGREEMENT**

THIS SECOND AMENDMENT AND RESTATEMENT (“Second Amendment”) to expand the membership of the Regional Shelter is made and entered into effective this _____, by and between WILLIAMSON COUNTY; the CITY OF CEDAR PARK; the CITY OF HUTTO; the CITY OF LEANDER; the CITY OF ROUND ROCK (collectively the “Member Governments”); and the CITY OF GEORGETOWN (“Georgetown”); all of which are political subdivisions of the State of Texas (“the Parties”).

RECITALS

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, each of the Parties requires a regional animal shelter with the capability of providing animal sheltering services within the Williamson County, Texas, area on a regular basis; and,

WHEREAS, pursuant to the Williamson County Regional Animal Shelter Interlocal Agreement, as amended (the “Agreement”), the Member Governments jointly operate the Williamson County Regional Animal Shelter (“WCRAS”) for the purpose of providing the public need for animal sheltering within Williamson County; and,

WHEREAS, the WCRAS also regularly operates at capacity and needs to expand its facility and operations in order to provide the public need for animal shelter and control services within Williamson County; and,

WHEREAS, the Parties share a common interest in designing and expanding a facility to better serve animal sheltering and control needs as described in the Texas Health and Safety Code, Chapter 823; and,

WHEREAS, the WCRAS Interlocal Agreement, as amended, allows for the Agreement to be further amended to admit a new party, located within Williamson County, as long as the new party agrees to: abide by all of the Agreement’s conditions; pay the Equity Buy-in Fee; and be responsible for its share of the M&O expenses; and,

WHEREAS, the Parties, by this Second Amendment and Restatement desire to add Georgetown as a new party to the Agreement in exchange for Georgetown abiding by all terms of the Agreement; funding the cost of the WCRAS facility expansion; paying the Equity Buy-in Fee; and being responsible for its share of annual M&O expenses; and,

NOW, THEREFORE, the Member Governments agree to accept Georgetown as a full member of WCRAS, and in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

**ARTICLE I.
RECITALS**

The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

**ARTICLE II.
MISSION OF THE REGIONAL ANIMAL SHELTER**

The Mission of the Regional Shelter is to provide humane and cost-effective sheltering, reclaim, and adoption services for domestic animals that are ownerless or have been lost or abandoned.

**ARTICLE III.
ORGANIZATION**

1. **BOARD REPRESENTATION:** The business and affairs of the Regional Shelter shall be conducted by a board consisting of one (1) representative from each Party signing this Agreement. Each representative shall be appointed by the governing body of the respective Party, preferably a supervisor of the Police or other public safety department of the governmental agency responsible for dealing with animal control issues.
2. **MEETINGS:** The time and place of regular meetings of the Board shall be determined by the Board, but the Board shall meet not less than once every three months. The chairperson of the Board may also call a meeting whenever he/she deems it necessary. If the chairperson is unable or unwilling to call a meeting upon request of a representative of one of the Parties, a meeting may be called by any two Parties to this agreement. All meetings shall comply with Chapter 551 of the Texas Government Code, Texas Open Meetings Act.
3. **QUORUM:** A quorum shall exist for the purpose of conducting the business and affairs of the Board if a majority of the Board members are present at a scheduled meeting. The vote of the majority of a quorum is necessary for the Board to take any action. However, all members must be present for any votes pertaining to the budget, personnel, or amendments to this Agreement.
4. **OFFICERS:** The Board shall appoint a chairperson, a vice chairperson, and a secretary for a one-year term. Appointments of officers shall be held annually during the first week in October or as soon as possible thereafter.
5. **SECRETARY:** The secretary shall be responsible for keeping the minutes of all the meetings of the Board and all other official records. The secretary may be a non-member and non-voting.

ARTICLE IV BOARD DUTIES AND RESPONSIBILITIES

1. **BOARD RESPONSIBILITY:** The Board's primary responsibilities shall be the review, oversight, and operation of all aspects of WCRAS shared by all Parties to this Agreement. The Board shall also be responsible for setting goals and objectives, setting policies, and approving procedures for the WCRAS program that further the mission of WCRAS and that are humane, efficient, and cost-effective. The Board will provide general, broad direction to the Director of WCRAS, review the Director's performance, review progress on stated goals and objectives, and adopt procedures to improve the operations of WCRAS as necessary.

The Board shall produce or cause to be produced a semi-annual (April and October) status report on WCRAS operations. The report will be made available to the Chief Executive Officer of each Party. The report will communicate the current goals and objectives of WCRAS, progress made regarding the stated goals/objectives, budget status, and pertinent operational performance data.

The Board shall hear and use best efforts to remedy concerns from the Parties regarding operations, facilities, or financial activities. If concerns are not able to be remedied by the Board, the Parties agree that an Executive Committee with one (1) representative per Party may be convened to resolve the concern. If said Executive Committee is unable to resolve a concern satisfactorily to all Parties, any Party reserves the right to withdraw from this Agreement pursuant to the terms stated herein.

The costs and expenses that are considered to be shared are those incurred for the benefit of all Parties to this Agreement and include, but are not limited to, the following:

- a. Utilities and maintenance of the WCRAS site;
 - b. Maintenance and repairs of WCRAS equipment at the WCRAS site;
 - c. Staffing expenses;
 - d. All other day-to-day expenses of operating and maintaining the WCRAS;
 - e. Insurance, including building, content, and personal liability; and,
 - f. The Parties are jointly and severally liable for any and all expenses incurred in connection with claims against the Regional Shelter, its personnel, and the Board, in the same proportion as stated in Article VI, Section 2 of this Agreement. No Party may settle any claim or incur any costs to settle any claim against the Shelter without the consent of the other Parties. If any party declines to participate in a settlement of a claim, that Party reserves the right to withdraw from this Agreement pursuant to the conditions stated in Section 3 herein.
2. **BUDGET APPROVAL:** The following matters involving the operation and costs associated with WCRAS are subject to recommendations from the Board and the annual approval from the governmental entities of each Party including all items related thereto:
 - a. Operating procedures and policies;
 - b. Annual budgets and expenditures, prepared in a line item format;

- c. Acquisition, possession, leasing, encumbrance, and disposal of personal and real property;
 - d. Facilities improvement and expansion; and
 - e. Acquisition of major shelter equipment, including computer hardware.
3. **BUDGET:** The fiscal year for WCRAS will begin on October 1st of each year. Prior to April 1st of each year, the Board shall submit a budget to the respective governmental entities for their approval. The budget must be approved by all Board members. If all Board members cannot approve the budget, then the Executive Committee (as described in Article III, Section 1 above) shall be convened to resolve budgetary concerns. The budget shall be adopted by the Board and forwarded to the respective governmental entities if 80% of the Executive Committee approves the proposed budget. If at least 80% of the representatives of the Executive Committee cannot agree on a proposed budget, then the previous year's budget shall be adopted by the Board and forwarded to the respective governmental entities for approval. Each annual budget is subject to the approval of the governmental entity of each Party. If any Party declines to approve an annual budget, that Party reserves the right to withdraw from this Agreement pursuant to the conditions stated herein but will continue to participate in WCRAS activities and work to resolve the concerns in the interim and continue to comply with all terms and conditions provided herein. After adoption, the Budget may be amended as necessary upon approval of the Board and the governing body of each Party.
4. **EXPENDITURES AND REIMBURSEMENT:** No expenditures that exceed the annual budget shall be made unless and until said expenditures are approved by the Board as an amendment to the annual budget and approved by each Party. Any emergency expenditure that exceeds the annual approved budget shall be subject to being ratified by the governing body of each Party to this Agreement. No Party may receive reimbursement for an emergency expenditure attributable to said Party unless it receives approval from the governing body of every other Party to the Agreement.
5. **BUDGET REVIEW:** The Board shall receive a monthly budget status report, detailing revenues and expenditures and comparing them to the adopted budget line items. Upon approval of the Board, the monthly expenses will be apportioned among the Parties as determined herein.
6. **PAYMENTS:** Payments to Williamson County shall be made within thirty (30) days of receipt of the invoice.
7. **ADMINISTRATION:** The operation and maintenance of WCRAS facilities and equipment shall be conducted and/or administered by the Board.
8. **SHELTER REVENUE:** Except as further stated below, all revenues derived from or attributable to the operation of WCRAS will offset costs of operations to the benefit of the Parties.

ARTICLE V

COUNTY AND CITY OF GEORGETOWN RESPONSIBILITIES

1. **SITE ACQUISITION:** The County shall be responsible for acquiring and owning the WCRAS and all costs associated with said acquisition.
2. **CAPITAL FACILITIES AND EQUIPMENT COSTS:** The County agrees to provide financing for WCRAS Capital Facilities and Equipment, except as described in section 6 herein. The costs of the Capital Facilities and Equipment, shall be amortized over the standardized life of said facilities and equipment and incrementally charged to the Parties as part of the monthly Maintenance and Operation Expenses referenced herein. Capital Facilities and Equipment are defined as any facilities or equipment that have a useful life of greater than one year and cost more than \$10,000.
3. **REGIONAL SHELTER AVAILABILITY TO PARTIES:** The County agrees to make WCRAS available to each Party for the term of this Agreement and for the purposes provided herein, so long as that Party is in compliance with this Agreement.
4. **SERVICES AND COSTS:** The County agrees to provide all financial and support services for all WCRAS operations, including accounting services and insurance. Additionally, the County shall hire the Director of WCRAS and all WCRAS personnel and provide payroll services. However, all these WCRAS personnel costs will be shared by the Parties as provided herein.
5. **ACQUISITION OF GOODS AND SERVICES:** After Board approval, the County shall contract for all goods and services on behalf of WCRAS.
6. **CITY OF GEORGETOWN FUNDED EXPANSION:** Georgetown agrees to fund the WCRAS facility expansion financing with proceeds of voter-approved bonds (the “Georgetown Bonds”) in an amount not to exceed \$15,000,000.00. Any expenditures over and above \$15,000,000 shall not be the responsibility of Georgetown or any Member Government unless all parties agree to the expenditure. In compliance with the covenants of the Georgetown Bonds and state and federal law, the Parties hereby agree that (i) the WCRAS facility will provide Georgetown’s animal sheltering and control services at least through the maturity date of the Georgetown Bonds, (ii) if there is an early termination of this Agreement not due to a default by Georgetown and Georgetown is unable to utilize the WCRAS facility expansion as contemplated in this Agreement the Parties will provide Georgetown with funds sufficient to defease or redeem the Georgetown Bonds, as applicable (except if termination is due to a force majeure event as defined below), (iii) the proceeds of the Georgetown Bonds may only be expended on the capital costs of the WCRAS facility expansion as approved by Georgetown, (iv) Williamson County, as the manager of the WCRAS facility, will comply with all federal tax law covenants required to maintain the tax-exempt status of the Georgetown Bonds; and (v) Georgetown will receive formal reports on the WCRAS facility operations, financial status, and the public benefits provided to Georgetown.

The Parties acknowledge that proceeds of the Georgetown Bonds will be used to expand the WCRAS in exchange for the rights provided in this Agreement to Georgetown to utilize the WCRAS in furtherance of its public purpose of providing animal sheltering and control services for Georgetown. The parties agree that the fair market value of Georgetown’s use of

the WCRAS provided by this Agreement during the term hereof is at least reasonably equivalent to the total amount of proceeds of the Georgetown Bonds.

Notwithstanding anything in this Agreement to the contrary, in the event this Agreement is terminated through a default of a party other than Georgetown such that Georgetown is prevented from using the WCRAS in the manner otherwise provided by this Agreement while the Georgetown Bonds are outstanding, Georgetown shall be entitled to receive from such defaulting party or parties an amount sufficient to defease the Georgetown Bonds to their call date, or if the Georgetown Bonds are then callable, an amount sufficient to redeem the Georgetown Bonds on the soonest practical date thereafter.

Force Majeure pertains to the performance of any obligations hereunder if prevented, delayed or hindered by war, riots, insurrection, civil disorder, embargoes, strikes, concealed acts of workmen, casualty, accidents, acts of terror, pandemic/endemic in region as reported by the World Health Organization or the U.S. Center for Disease Control, government regulation, or any other occurrence beyond such party's control, which makes it illegal, impossible, or impractical to perform under this Agreement.

Georgetown has financed a portion of the WCRAS with the proceeds of the Georgetown Bonds issued on a tax-exempt basis. In connection with the issuance of the Georgetown Bonds, Georgetown has given covenants (the "Bond Covenants") to the owners of the Georgetown Bonds that the WCRAS will be used in a manner that assures that the Georgetown Bonds continue to qualify as obligations within the meaning of section 103 of the Internal Revenue Code (the "Code"). The parties agree not to use or permit the use of the WCRAS in a manner which they know or should know would result in a violation of the Bond Covenants or which would otherwise adversely affect the federal income tax status of the Georgetown Bonds under section 103 of the Code. Moreover, in furtherance thereof, if the parties are notified by Georgetown that the Georgetown Bonds have been selected for audit by the Internal Revenue Service, then the parties agree to provide to Georgetown such information in their possession with respect to the WCRAS in order that Georgetown may timely respond to any questions posed to it by the Internal Revenue Service.

The proceeds of the Georgetown Bonds must only be expended on capital costs of expanding the WCRAS on a reimbursement basis in an amount not to exceed \$15,000,000.00. Any expenditures over and above \$15,000,000 shall not be the responsibility of Georgetown or any Member Government unless all parties agree to the expenditure.

For the avoidance of doubt, the term "Georgetown Bonds" as used in this Agreement shall also include any related refunding bonds to the extent such refunding bonds do not extend the maturity date of the bonds being refunded.

7. CITY OF GEORGETOWN TRANSITION OF SERVICES TO WCRAS:

Georgetown will be responsible for costs associated with transitioning operations to WCRAS, including software conversions, providing access to the current Georgetown animal shelter,

and transitioning assets from the Georgetown shelter to the WCRAS shelter, including the memory bricks, Catio, and temporary kennel. And

WCRAS will take over animal sheltering operations for Georgetown sixty (60) days after the effective date of this Second Amendment.

In the intervening period between WCRAS taking over the Georgetown shelter operations and the completion of the new facility, WCRAS will have access and use of the current Georgetown Animal Shelter. The expanded facility is estimated to be completed no later than December 31, 2025.

ARTICLE VI COST SHARING

1. **COUNTY RESPONSIBILITY:** The County shall participate in the sharing of Maintenance and Operation Expenses as described in 2, below.
2. **PARTIES' RESPONSIBILITY:** During the first year of operation of the Regional Shelter, all budgeted Maintenance and Operation Expenses (M&O Expenses) of the Regional Shelter shall be shared by the Parties based upon each Party's percentage share of the capital cost for the construction of the Regional Shelter. For all years following the first year of operation of the Regional Shelter, all budgeted M&O Expenses of the Regional Shelter shall be shared by the Parties based upon the ratio of the annual number of animals delivered to the Regional Shelter by each Party in the previous budget year, as compared to the total number of animals delivered to the Regional Shelter by all Parties, in the previous budget year. The Parties shall pay for their respective M&O Expenses and all other financial obligations under this Agreement from current revenue funds.
3. **LICENSE AND RECLAMATION FEE REIMBURSEMENT:** Each Party shall receive a quarterly reimbursement for all license fees and animal reclamation fees paid by citizens residing within the boundaries of each Party's jurisdiction.
4. **CAPITAL COST SHARING:** Each Party listed below agrees to pay the below-listed sums as its respective share (the "Respective Share") of the \$3,200,000 capital cost for the construction of the Regional Shelter (the "Capital Cost"). The County has agreed to issue Certificates of Obligation to pay for the Capital Cost. The County has further agreed to allow each Party to pay its respective share of the Capital Cost amortized over a 20 year period at 4.3311%, which is the term and interest rate for said Certificates of Obligation. Each city Party agrees that if it elects to withdraw from this Agreement pursuant to Article IX., below, then that city Party will, upon withdrawal, pay to the County a per diem, pro-rated amount of its Amortized Annual Payment while utilizing the Regional Shelter. After the city Party is no longer utilizing the Regional Shelter, said Party shall thereafter no longer be responsible for any further Amortized Annual Payments. The Amortized Annual Payment will be reduced proportionally if the County obtains an interest rate lower than 4.3311%.

Party	Respective Share	Amortized Annual Payment
Cedar Park	\$ 304,000	\$ 22,748
Leander	\$ 304,000	\$ 22,748
Round Rock	\$ 960,000	\$ 71,835
Hutto	\$ 32,000	\$ 2,395
County	\$1,600,000	\$119,725
TOTAL	\$3,200,000	\$239,451

The County agrees that if the Total Capital Costs exceed \$3.2 million, then the County will owe the balance. No city Party's Respective Share of the Capital Cost will exceed the sums shown above. When each Party's Respective Share of the Capital Cost is extinguished by the amortized payments, the Party's Capital Cost payments shall cease.

5. **CITY OF GEORGETOWN EQUITY BUY-IN FEE:** As a new member, starting on October 1, 2024, the City of Georgetown will contribute an Equity Buy-in Fee equal to an additional 50 percent of Georgetown's ratio of the annual number of animals delivered to the Regional Shelter by Georgetown in the previous budget year, as compared to the total number of animals delivered to the Regional Shelter by all Parties, in the previous budget year. This equity buy-in fee will decrease by 5 percentage points annually until it reaches zero percent after 10 years.

Year	M&O Expenses + Equity Buy-in Fee
1	M&O + 50%
2	M&O + 45%
3	M&O + 40%
4	M&O + 35%
5	M&O + 30%
6	M&O + 25%
7	M&O + 20%
8	M&O + 15%
9	M&O + 10%
10	M&O + 5%

In the intervening time between the execution of this agreement and October 1, 2024, upon the Georgetown's inclusion in the Regional Shelter, the City's Maintenance and Operation Expenses (M&O Expenses) of the Regional Shelter will be pro-rated to fund Georgetown's portion of M&O and will be based upon a \$500,000.00 M&O Expense and a \$250,000.00 Equity Buy-in Fee.

6. **APPROPRIATIONS:** Notwithstanding any provision contained herein, all respective financial obligations of the Parties contained herein are subject to and contingent upon appropriations by the respective governing bodies of the Parties of such funds or other revenues being available, received, and appropriated by their respective governing bodies of the Parties in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of the Parties. If at any time during the term of this Agreement, the governing body of a Party fails to provide funding for the financial obligations under this Agreement for the following fiscal year, such Party shall be terminated from this Agreement without further liability other than all M & O Expenses, as stated in Section 2 herein., and the pro-rated Amortized Annual Payment for the year of withdrawal as stated in Section 4 herein., while said Party is utilizing the WCRAS. A Party is utilizing the WCRAS while any animal delivered to the WCRAS by said Party remains under the care of the WCRAS. This termination provision is in addition to other termination provisions set forth in this Agreement.

ARTICLE VII ACCOUNTING

1. **BOOKS:** Complete books and accounts shall be maintained by the County on behalf of the Board in accordance with generally accepted accounting principles and standards, including compliance with all applicable statutes and regulations. Financial activities of the WCRAS will be audited annually, using generally accepted auditing standards, by an independent Certified Public Accountant approved by the County in conjunction with the County's annual audit. The audit shall cover the financial activity of the WCRAS for the immediate previous fiscal year which runs from October 1 to September 30.

ARTICLE VIII DURATION

1. The duration of this Interlocal Agreement shall be extended for an additional twenty (20) years beginning upon execution of the Second Amendment by all Parties.
2. After the expiration of the twenty (20) years after this Second Amendment, Agreement shall renew automatically annually, effective as of the first day of October of each year, under the same terms and conditions of this Agreement.

ARTICLE IX TERMINATION

1. **RIGHT TO WITHDRAW:** Except as provided in V.5, any Party to this Agreement which is a city has the right to withdraw from this Agreement by providing written notice which must be received by the other Parties no less than ninety (90) days prior to the beginning of each fiscal year, after satisfying any liabilities of the withdrawing Party as stated herein. The County may

not withdraw from this Agreement during its term unless all Parties agree to said withdrawal or all Parties are in material default, as stated below.

2. **SEPARATE EQUIPMENT:** The terminating Party may remove any and all of its own separate equipment unless the removal of the equipment will render the Regional Shelter inoperable. In such case, the Party may not remove the equipment but shall be reimbursed the fair market value of said equipment, as determined by an appraiser chosen by the Parties.

ARTICLE X MISCELLANEOUS

1. **SEVERABILITY:** The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.
3. **CHOICE OF LAW:** This Agreement shall be performable in Williamson County, Texas.
4. **AMENDMENT:** This Agreement may be amended by unanimous vote of the Board if said proposed Amendment is approved by the governing body of each Party. The Parties agree to review this Agreement every five (5) years.
5. **ASSIGNMENT:** Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all the Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.
6. **NO PERSONAL BENEFIT:** No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person, or to assume any other duty other than that imposed by general law.

7. NOTICE: Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY
c/o COUNTY JUDGE
WILLIAMSON COUNTY
301 S.E. INNER LOOP
GEORGETOWN, TX 78626

CITY OF HUTTO
c/o MAYOR
CITY OF HUTTO
401 W. FRONT STREET
HUTTO, TX 78634

CITY OF ROUND ROCK
c/o MAYOR CITY OF ROUND ROCK
221 EAST MAIN STREET
ROUND ROCK, TX 78664

CITY OF CEDAR PARK
c/o MAYOR
CITY OF CEDAR PARK
600 N. BELL BOULEVARD
CEDAR PARK, TX 78613

CITY OF LEANDER
c/o MAYOR
CITY OF LEANDER
105 N. BRUSHY STREET
LEANDER, TX 78641

CITY OF GEORGETOWN
c/o MAYOR
CITY OF GEORGETOWN
808 MARTIN LUTHER KING JR ST
GEORGETOWN, TX 78626

8. PARAGRAPH HEADINGS: The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.
9. ATTORNEY FEES: In any lawsuit concerning this Agreement, the prevailing Party/Parties shall be entitled to recover reasonable attorney's fees from the non-prevailing Party/Parties, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.
10. GOVERNMENTAL IMMUNITY: The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.
11. COMPLIANCE WITH APPLICABLE LAWS: The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations, and lawful orders of any public authority with jurisdiction. Specifically, nothing in this Agreement is intended to conflict with the City of Georgetown's zoning, franchise, or health and safety authority.

12. DEFAULT: The Parties agree that if any city Party fails to comply with any material terms of this Agreement, the Board shall provide to the defaulting city Party at least thirty (30) days prior written notice of the occurrence of said default and an opportunity to cure such default within such 30-day period. In the event the defaulting Party fails to cure the default, the Board may terminate said Party from this Agreement. After termination, the defaulting Party shall still be responsible for all M&O Expenses, as stated in Section VI.2., up to the date of termination, and its Respective Share of its Regional Shelter Capital Cost, as stated in Section VI.4. subject to Section VI.5.

Executed and effective this ____ day of ____, 2024.

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____

DRAFT

CITY OF CEDAR PARK, TEXAS

By: _____
Jim Penniman-Morin, Mayor

Date: _____

DRAFT

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

DRAFT

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

Date: _____

DRAFT

CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle, Mayor

Date: _____

DRAFT

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

Date: _____

DRAFT



EXECUTIVE SUMMARY
4/18/2024

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance 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) and Development Agreement Case DA-23-0027 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.

BACKGROUND:

This request is the final step in the zoning process. Staff recommends approval of the requested zoning. The Planning & Zoning Commission recommended approval during the March 14, 2024 meeting.

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
04/04/2024 - City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

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

RECOMMENDATION:

The City Council reviewed this request during the April 4, 2024 meeting and unanimously recommended approval.

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. DA-23-0027 Att 11 Development Agreement - Tiger Mountain
12. Z-23-0072 Att 12 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.

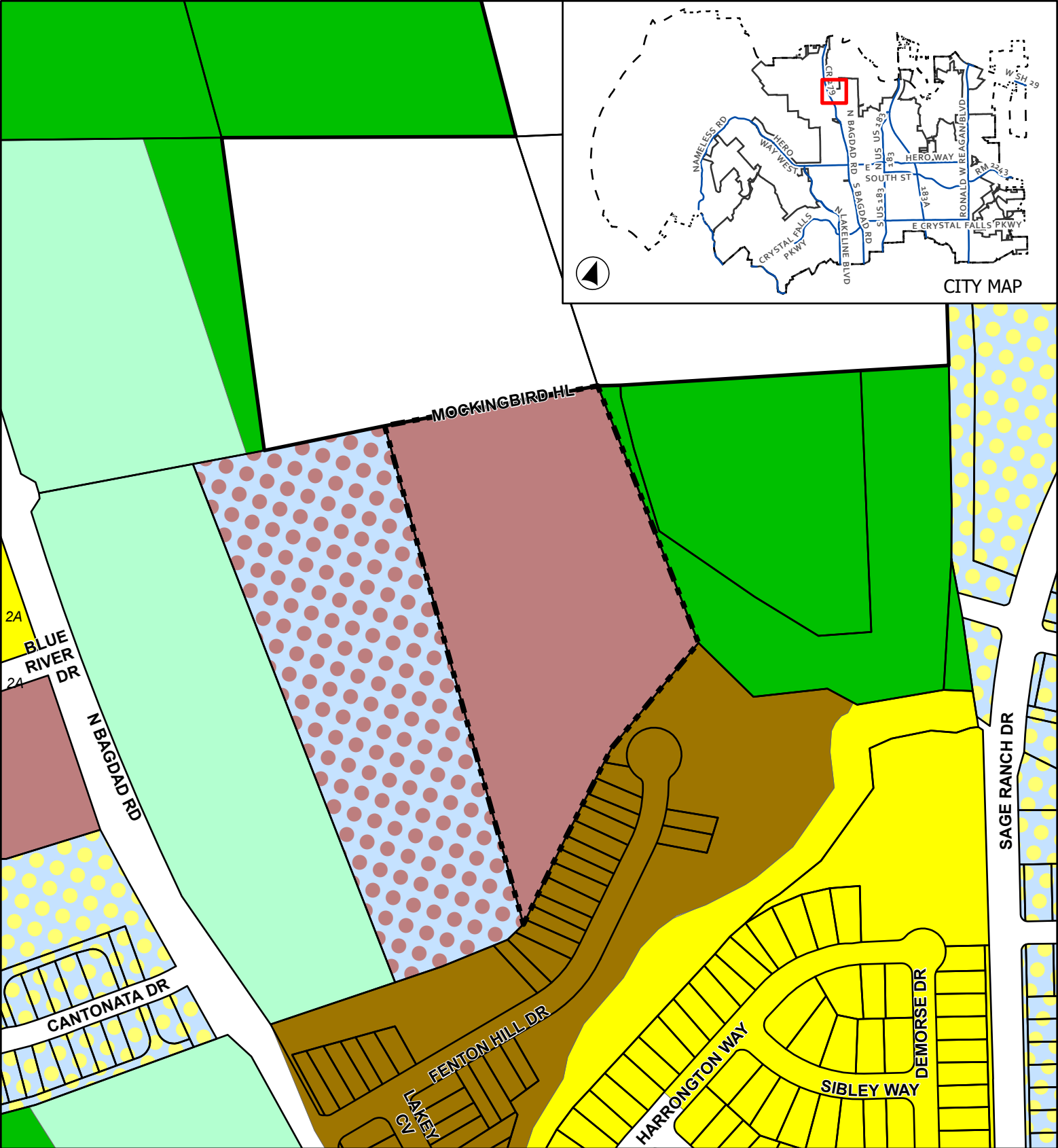
The applicant performed a portion of their outreach after the deadline of 14 days prior to the Planning & Zoning Commission public hearing, being February 29. Notification was given to the HOA within the appropriate timeframe. However, the meeting with the residents was scheduled for March 1. The Commission 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

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

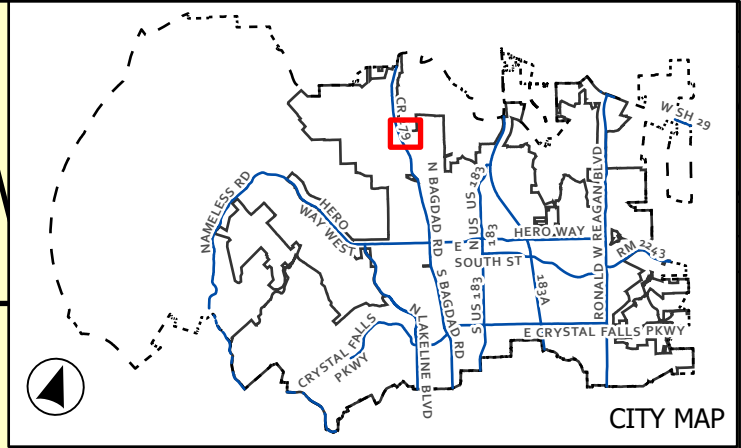
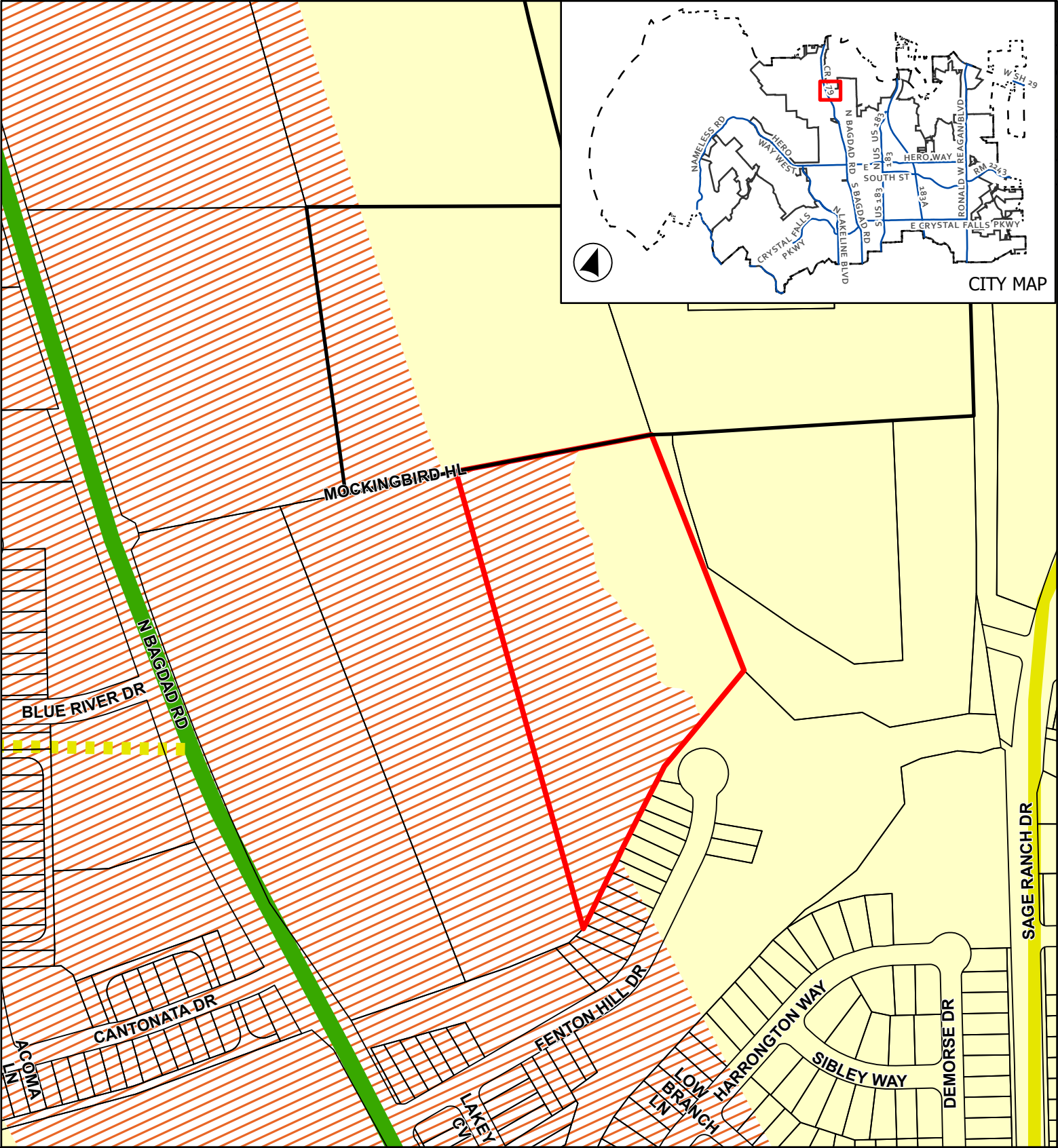


0 100 200

Feet

Page 184 of 467

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



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

Proposed Future Land Use Map

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0 125 250 Feet

Leander City Limits
 ETJ Boundary
 Subject Boundary
 Neighborhood Residential

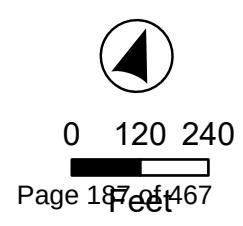
Thoroughfare Plan

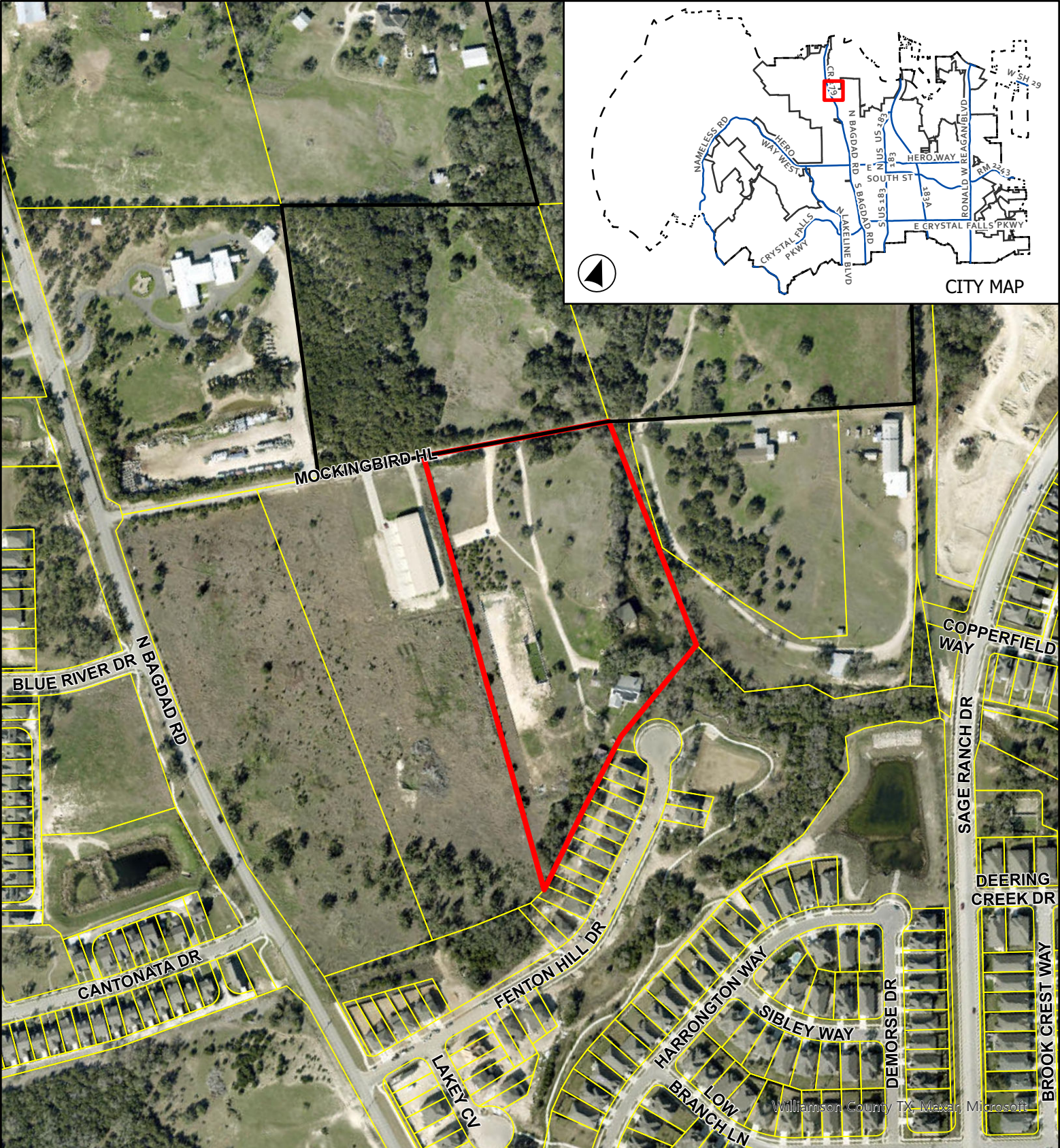
Arterial 6 Lane, Existing
 Collector, Existing
 Collector, Proposed

Future Land Use

Multi-Use Corridor

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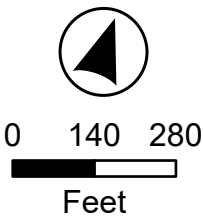
CASE: Z-23-0072

ATTACHMENT 6

TIGER MOUNTAIN CENTER 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

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

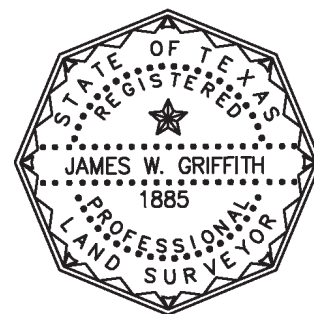
June 1, 2021

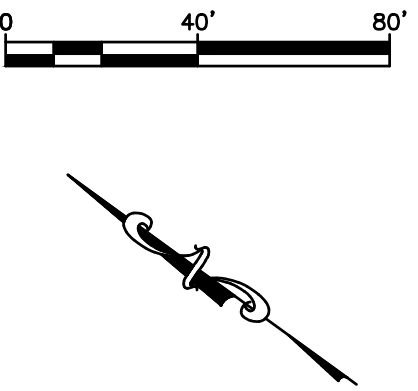
JAMES W. GRIFFITH

DATE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1885

GRIFFITH CONSULTING, SURVEY FIRM NO. 101699-00





[illegible]

RANGER ENGINEERING, PLLC
CIVIL ENGINEERING
TBPB REG. NO. F-22406
5524 BEE CALVES ROAD, STE J-3
AUSTIN, TEXAS 78746
PHONE: (512) 795-8446
email: marco@sectexas.com

TIGER MOUNTAIN
100 MOCKINGBIRD HILL
LEANDER, TEXAS 78644

EXHIBIT C - CONCEPT SITE LAYOUT AND LAND USE PLAN

DATE: FEBRUARY 12, 2024

MEC

MEC



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

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE TIGER MOUNTAIN DEVELOPMENT**

This Development Agreement Establishing Development Standards for the **Tiger Mountain Development** (the "Agreement") is made and entered into, effective as of the ____ day of _____, 20____, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **Ali Brown, Jeremy Bopp, and Savitha Ganapathi** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 10.31 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for commercial uses (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

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

Section 3. Development Standards.

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

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

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

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

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

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

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

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

Section 10. Force Majeure.

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

the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

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

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Developer shall be addressed:

Ali Brown
100 Mockingbird Hill
Leander, Texas 78641
Williamson County

Jeremy Bopp
5105 Leghorn Cove
Round Rock, Texas 78681
Williamson County

Savitha Ganapathi
5105 Leghorn Cove
Round Rock, Texas 78681
Williamson County

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

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

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

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

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

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

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

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

Section 20. Texas Law Governs. This Agreement shall be governed by and construed in accordance

with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

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

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

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

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

Exhibit A – Property Description & Sketch

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

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____
Name: Dara Crabtree
Title: City Secretary

By: _____
Name: Christine DeLisle
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

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

(SEAL)

Notary Public, State of Texas

DEVELOPER:

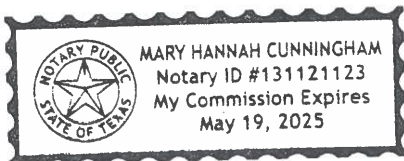
By: _____
Name: Ali Brown
Title: _____

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 17th day of January, 2024, by Ali Brown, Owner of Tiger Mountain Center LLC, a Texas company, on behalf of said company.

(SEAL)

Notary Public, State of Texas



DEVELOPER:

By: _____
Name: Jeremy Bopp
Title: Owner

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 7 day of December, 2023, by Jeremy Bopp, Agent of Tiger Mountain Center LLC, a Texas company, on behalf of said company.

(SEAL)

Notary Public, State of Texas



TIGER MOUNTAIN DEVELOPMENT

DEVELOPER:

By: Savitha
Name: Savitha Ganapathi
Title: Owner

THE STATE OF TEXAS §
COUNTY OF Williamson §

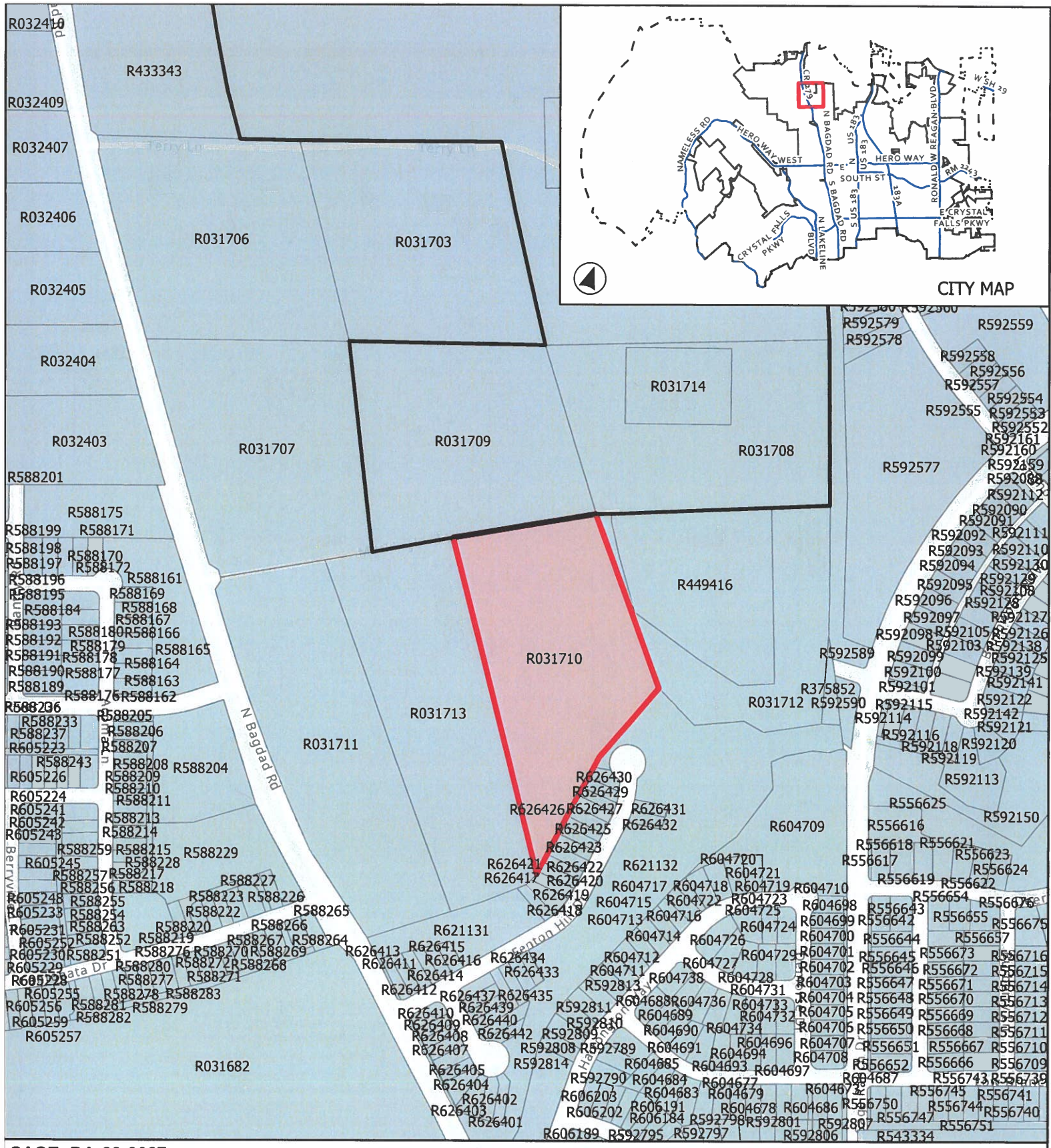
This instrument was acknowledged before me on this 7 day of December, 2023, by Savitha Ganapathi, Agent of Tiger Mountain Center, LLC, a Texas company, on behalf of said company.

[Signature]
Notary Public, State of Texas



EXHIBIT "A"

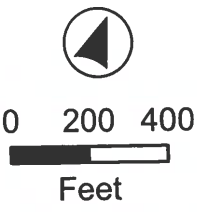
Description of Property



CASE: DA-23-0027 ATTACHMENT 2 TIGER MOUNTAIN

Location Map

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



- City Limits
- ETJ Boundary
- Subject Boundary



**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
4/18/2024

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance 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) and Development Agreement Case DA-23-0024 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.

BACKGROUND:

This request is the final step in the zoning process. Staff recommends approval of the requested zoning. 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.

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

04/04/2024 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

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

RECOMMENDATION:

The City Council reviewed this request during the April 4, 2024 meeting and unanimously recommended approval.

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. Z-23-0082 Att 11 Ordinance - Oakmont PUD
12. DA-23-0024 Att 12 Development Agreement - Oakmont
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.

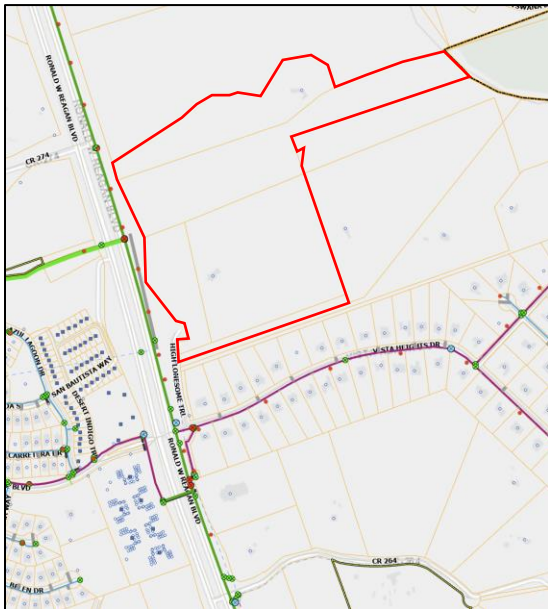


Figure 1 - Water System

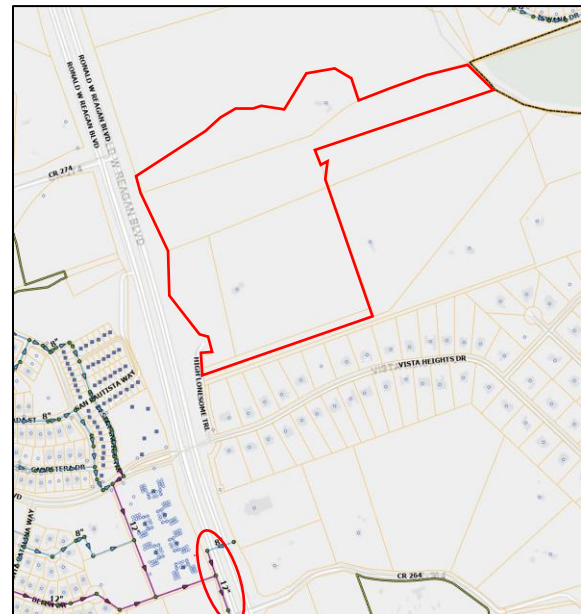


Figure 2 - Wastewater System

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.

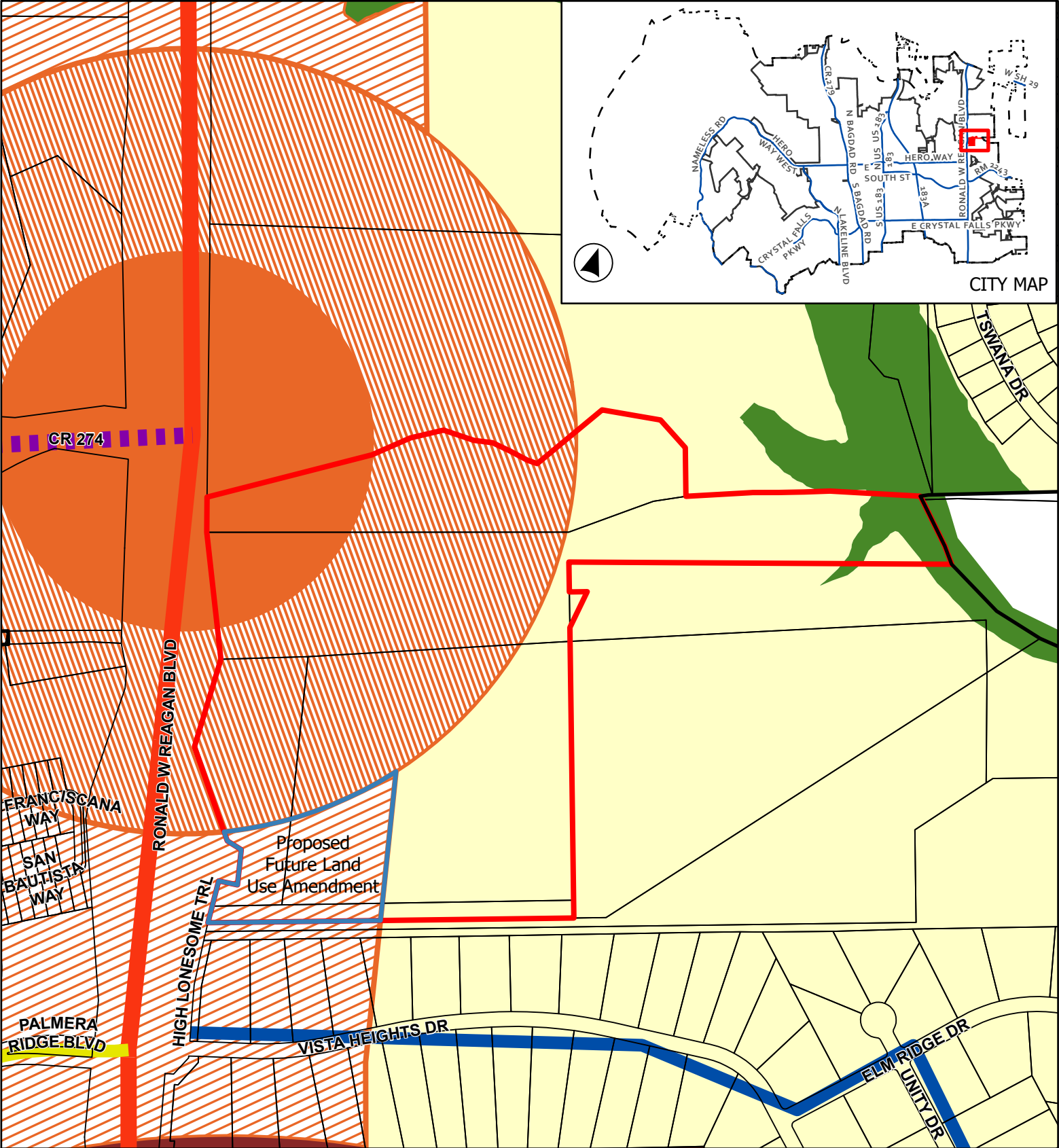
APPROVAL CRITERIA:

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.



CASE: CPA-24-0010
& Z-23-0082

ATTACHMENT 2

OAKMONT PUD

Future Land Use Map



0 175 350



Feet

- Leander City Limits
- ETJ Boundary
- Subject Boundary
- CPA Amendment

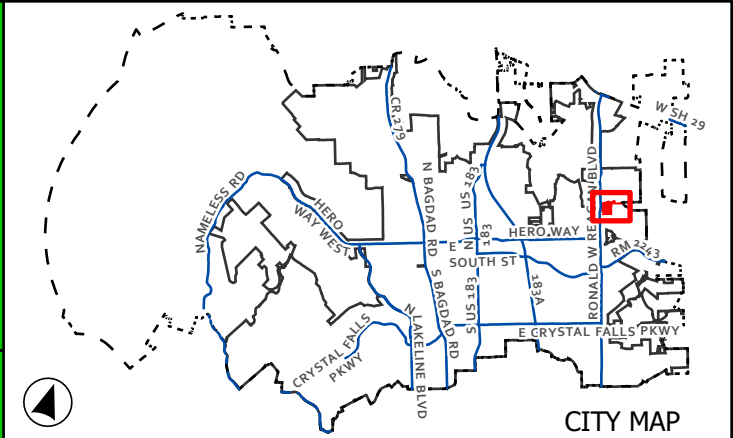
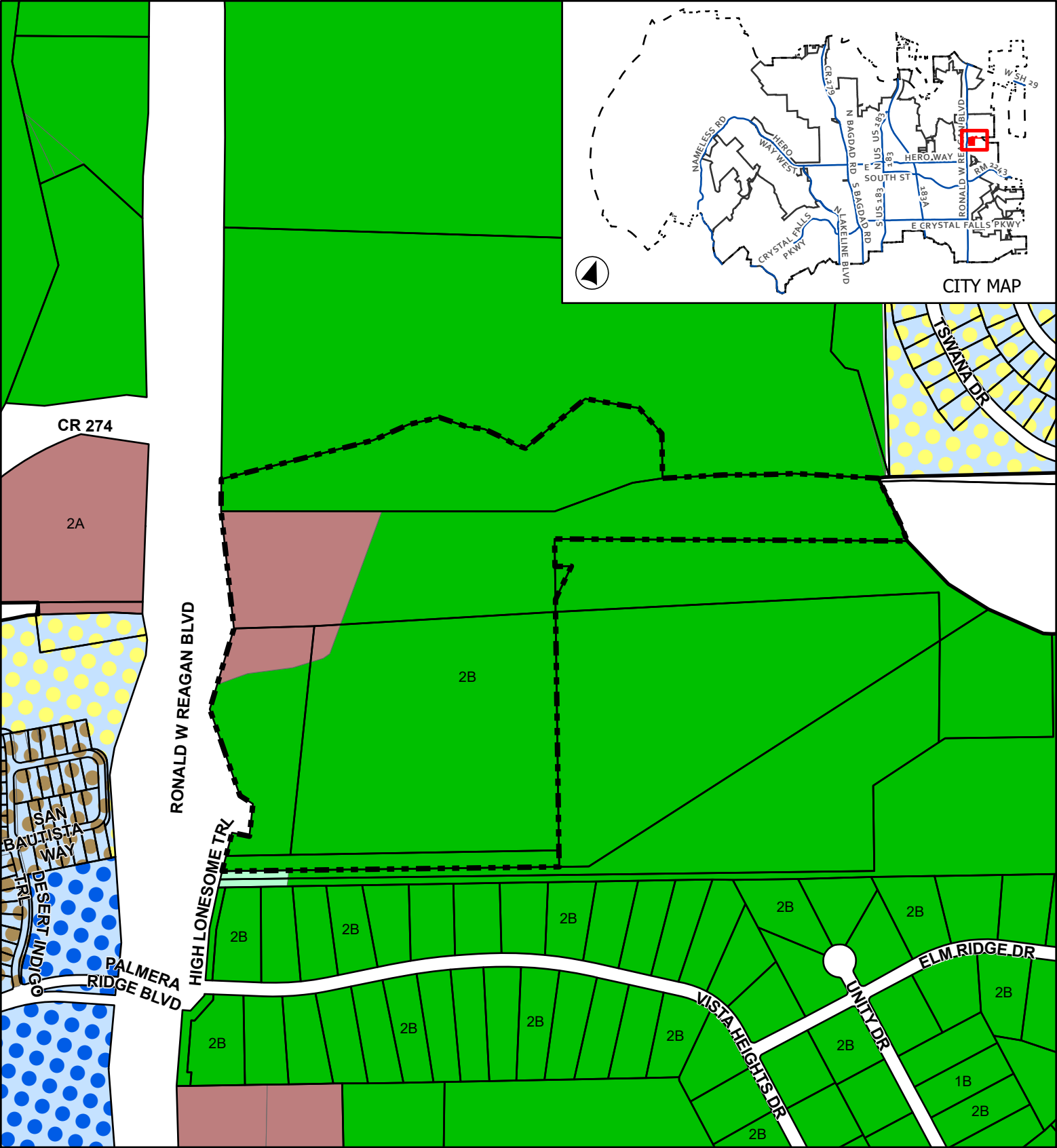
Future Land Use

- Neighborhood Residential

- Neighborhood Center - Solid
- Multi-Use Corridor - Priority Corridor
- Neighborhood Center - Priority Corridor
- Activity Center
- Greenway

Thoroughfare Plan

- Access Controlled, Existing
- Collector, Existing
- Rural, Existing
- Arterial 4 Lane, Proposed



CASE: CPA-24-0010

ATTACHMENT 4

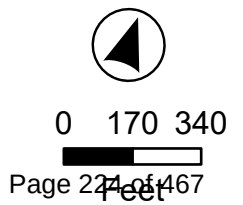
OAKMONT PUD

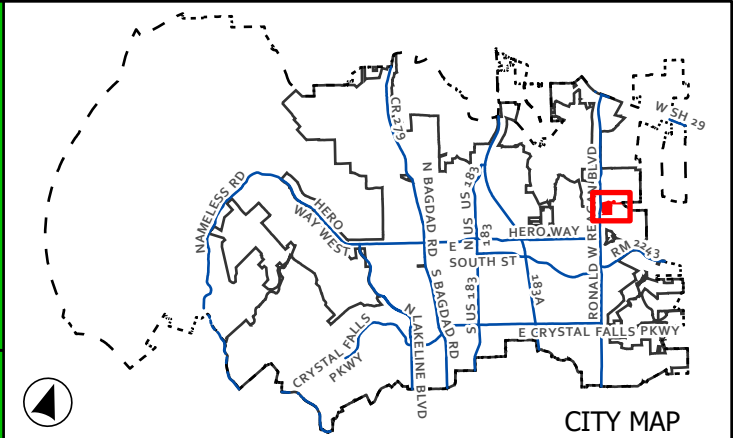
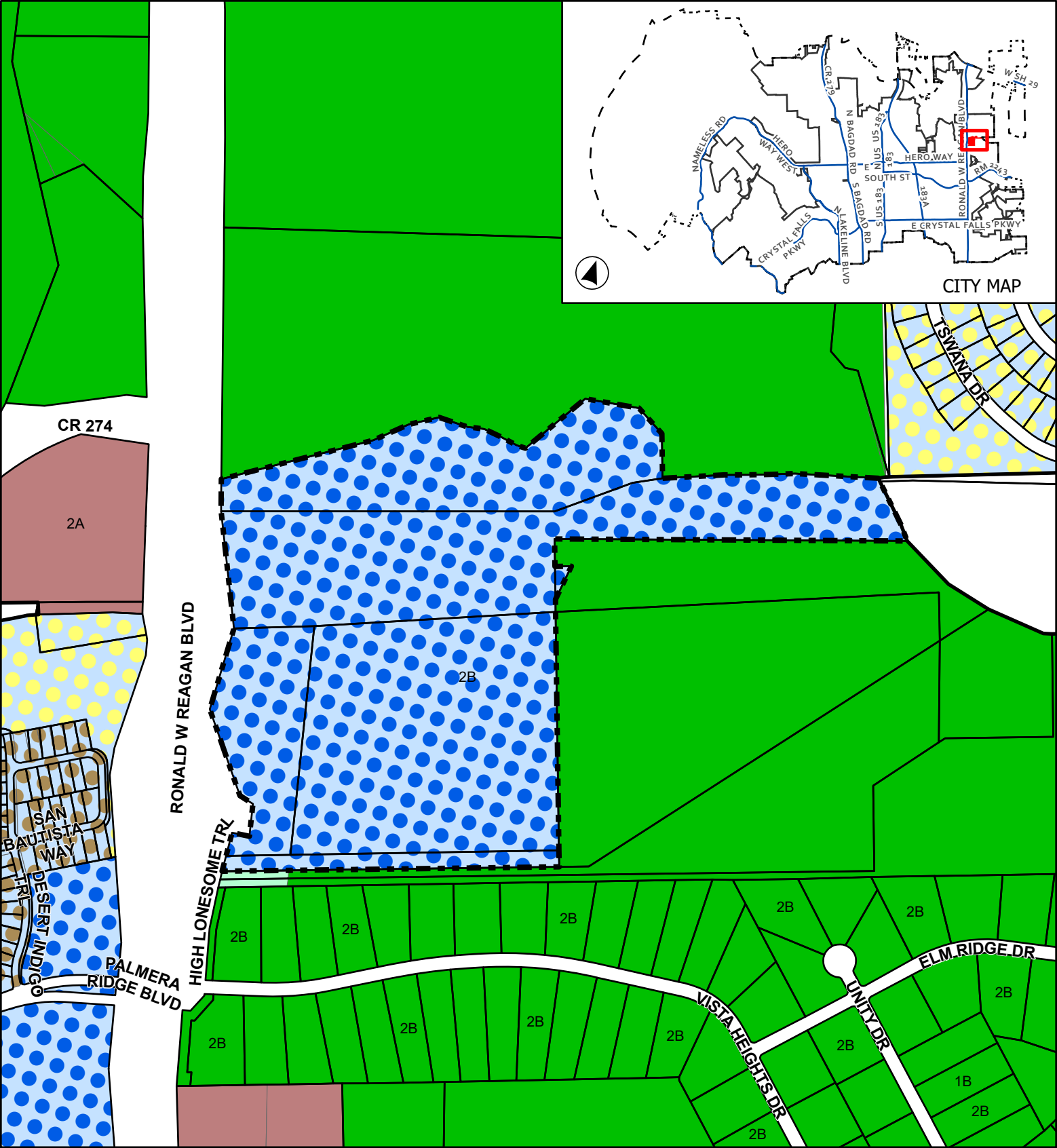
& Z-23-0082

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 |



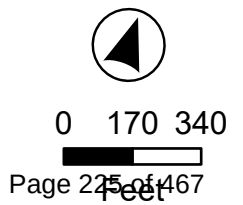


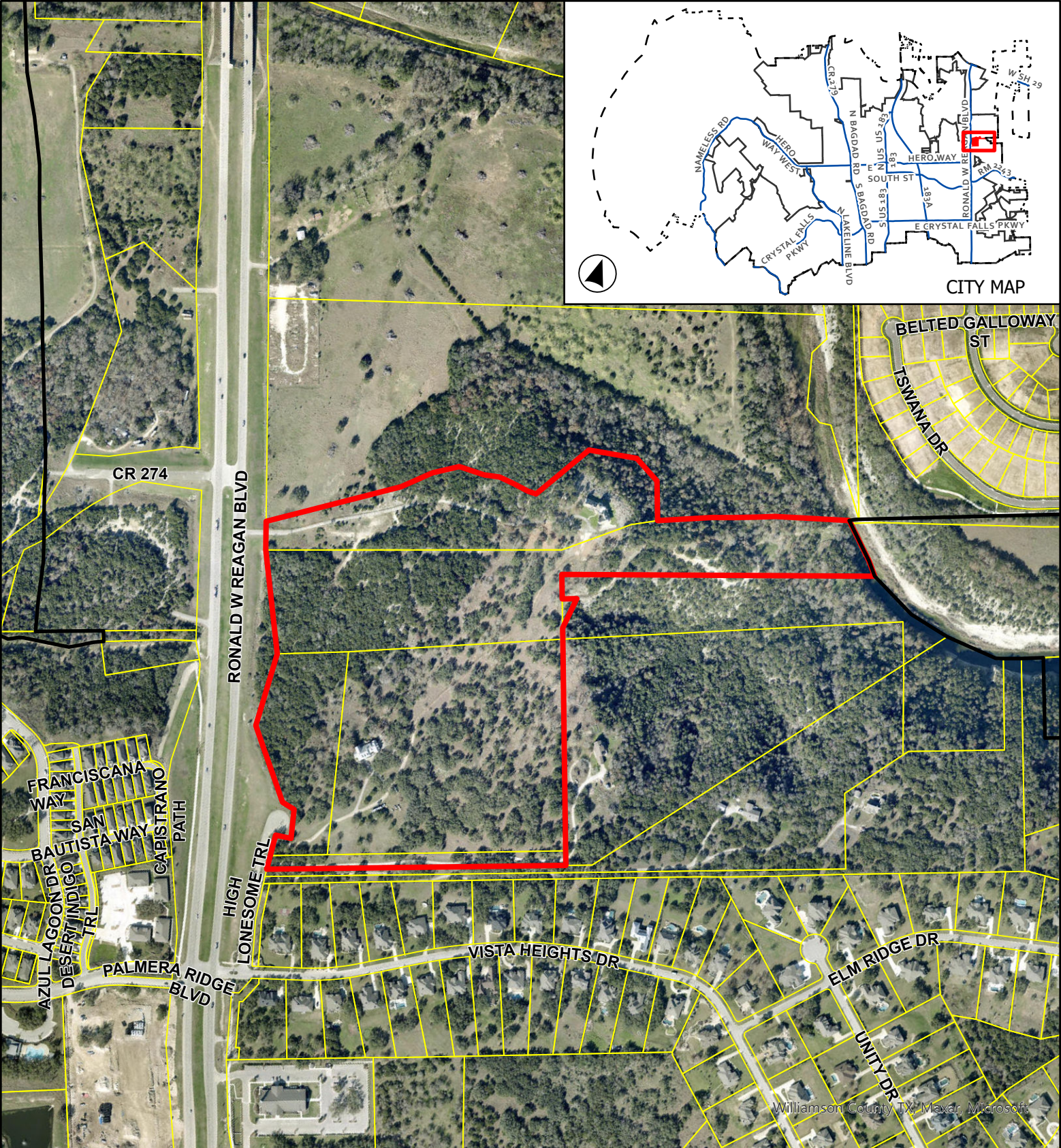
CASE: CPA-24-0010 ATTACHMENT 5 OAKMONT PUD
 & Z-23-0082

Proposed Zoning

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- | | |
|--------------------------------|-----------------------------|
| 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 |





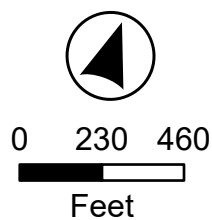
CASE: CPA-24-0010
& Z-23-0082

ATTACHMENT 6

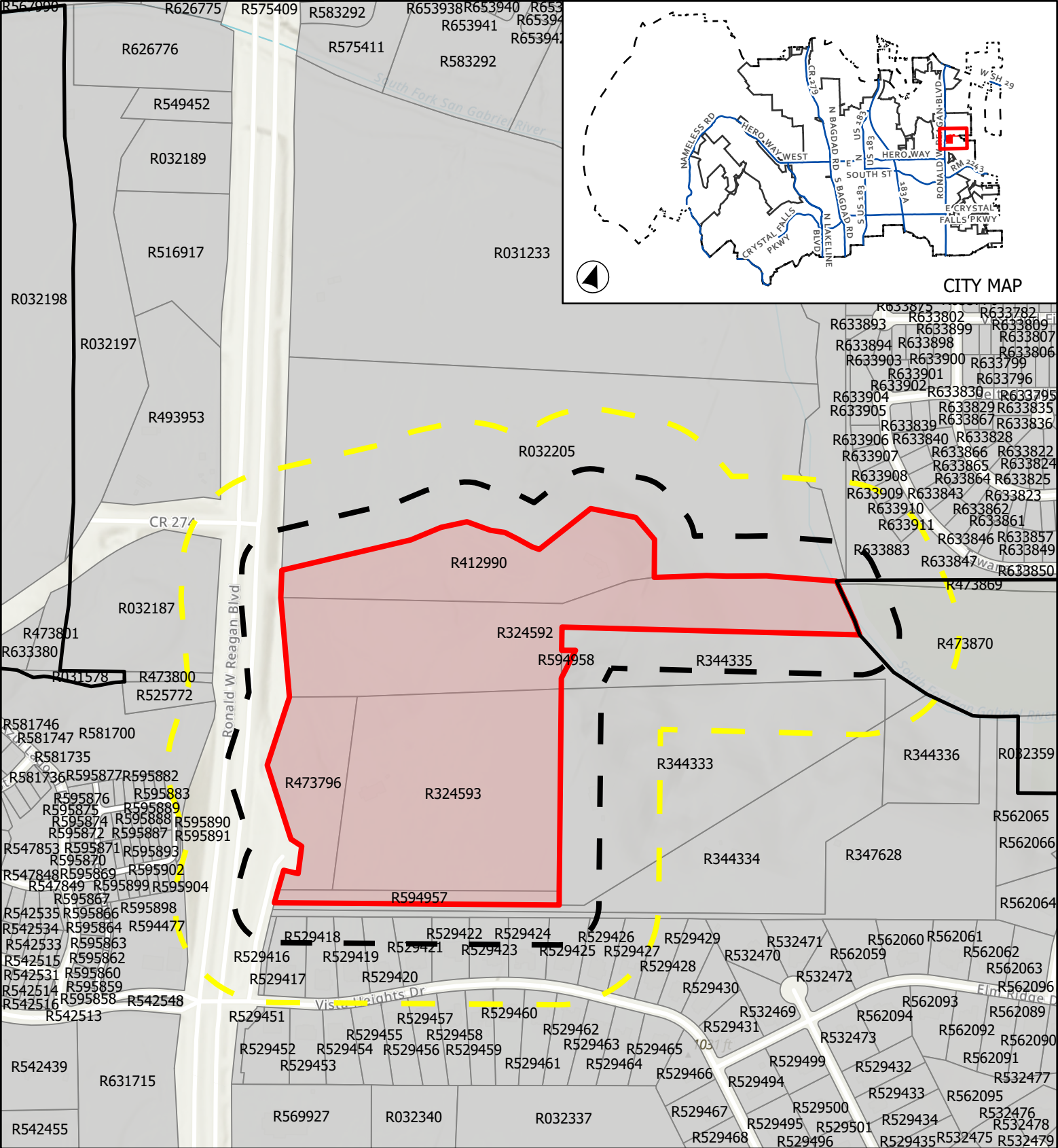
OAKMONT PUD

Aerial Map

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Leander City Limits
 Subject Boundary



CASE: CPA-24-0010 **ATTACHMENT 7** **OAKMONT PUD**
& Z-23-0082

Public Notification

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0 265 530
Feet

- City Limits
- ETJ Boundary
- Subject Boundary

Notification Buffer

- 200'
- 500'

Page 227 of 467

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.

BARTHOLOMEW MANLOVE SURVEY, ABSTRACT NO. 420

J.C. THAXTON SURVEY, ABSTRACT NO. 756

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.

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

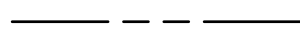
www.cecinc.com

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'

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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

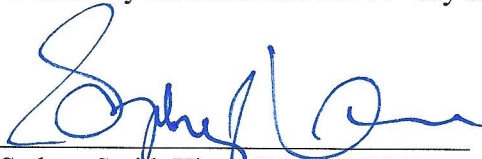
OCTOBER 11, 2023

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.

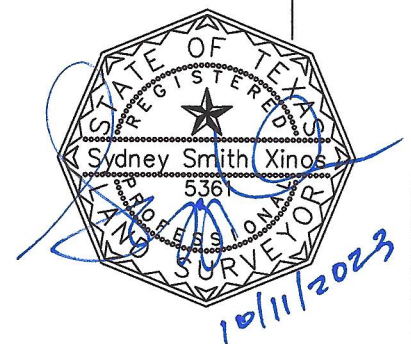
REAGAN HEIGHTS LLC
CALLED 1.687 ACRES
CALLED EXHIBIT B, PART 1 BY DEED
DOC. NO. 2021193330
O.P.R.W.C.T.

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.



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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

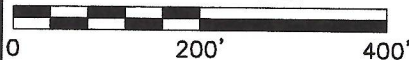
P:\320-000\327-421-Survey\Draw\327-421 BOUNDARY EXHIBIT 2 UPDATED.dwg SHEET 1 of 5 LS:10/6/2023 - ehopkin) - LP: 10/11/2023 7:19 PM

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



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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



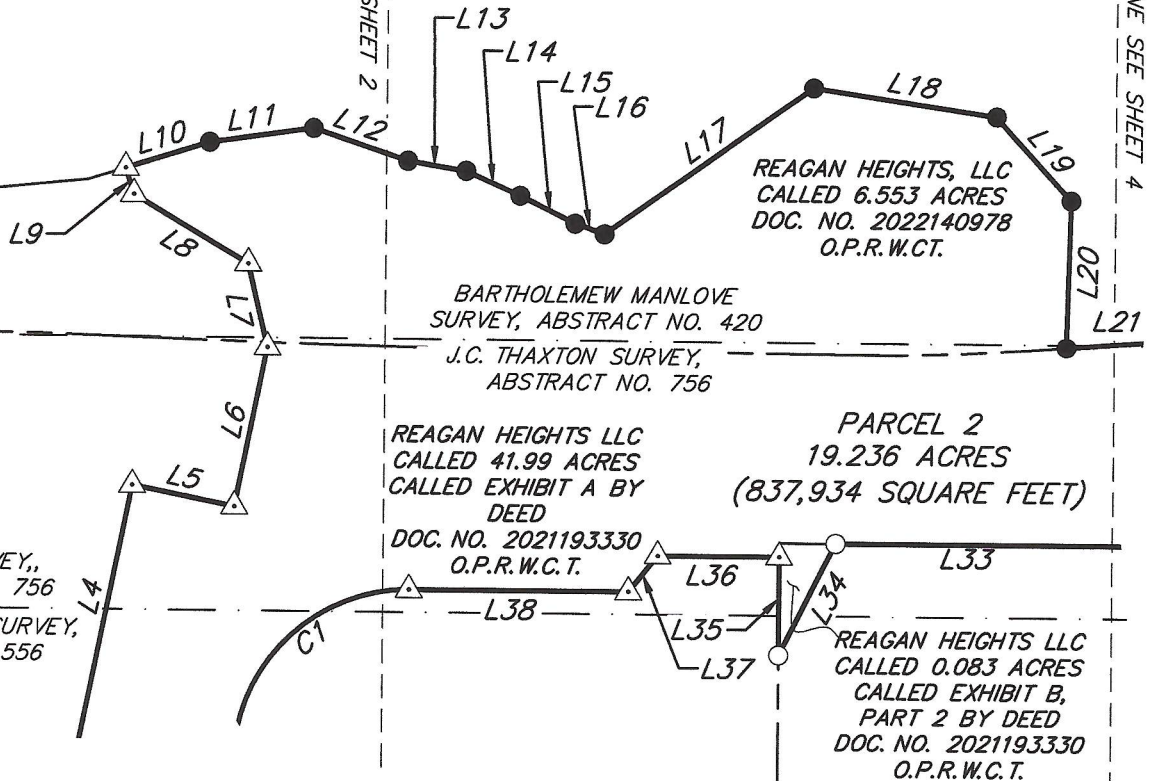
NORTH
SCALE IN FEET



PROMENADE ON SAN GABRIEL
LLC
CALLED 92.694 ACRES
DOC. NO. 2021120051
O.P.R.W.C.T.

MATCHLINE SEE SHEET 2

MATCHLINE SEE SHEET 4



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



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REAGAN HEIGHTS, LLC
17920 RONALD REAGAN BLVD.
LEANDER, TEXAS
WILLIAMSON COUNTY
BOUNDARY EXHIBIT

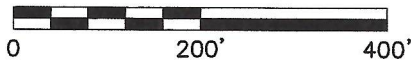
DRAWN BY:	APV	CHECKED BY:	ESH	APPROVED BY:	SSX	SHEET NO.:
DATE:	OCTOBER 11, 2023	DWG SCALE:	1"=200'	PROJECT NO:	327-421	3 OF 5

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



CITY OF GEORGETOWN,
TEXAS
CALLED 206.57 ACRES
DOC. NO. 2016088265
O.P.R.W.C.T.

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.

PARCEL 2
19.236 ACRES
(837,934 SQUARE FEET)

REAGAN HEIGHTS LLC
CALLED 41.99 ACRES
DOC. NO. 2021193330
O.P.R.W.C.T.

APPROXIMATE CENTERLINE
SOUTH FORK SAN GABRIEL
RIVER

REAGAN HEIGHTS LLC
CALLED 0.083 ACRES
CALLED EXHIBIT B,
PART 2 BY DEED
DOC. NO. 2021193330
O.P.R.W.C.T.

L33
J.C. THAXTON SURVEY, ABSTRACT NO. 756
ABNER SMITH SURVEY, ABSTRACT NO. 556

TEXAS HILL COUNTRY TREE FOUNDATION
CALLED 25.50 ACRES
DOC. NO. 2023031049
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 WILLIAMSON COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING



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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 1/2-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

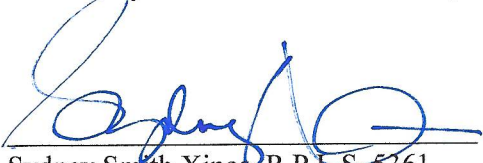
8. S50°49'59"W, a distance of 460.75 feet to a calculated point on the common line of the easterly right-of-way line of Ronald Reagan Boulevard and of said 41.99 acre tract;

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 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.

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Ph: 512.439.0400 · Fax: 512.329.0096

Texas Registered
Surveying Firm 10194419

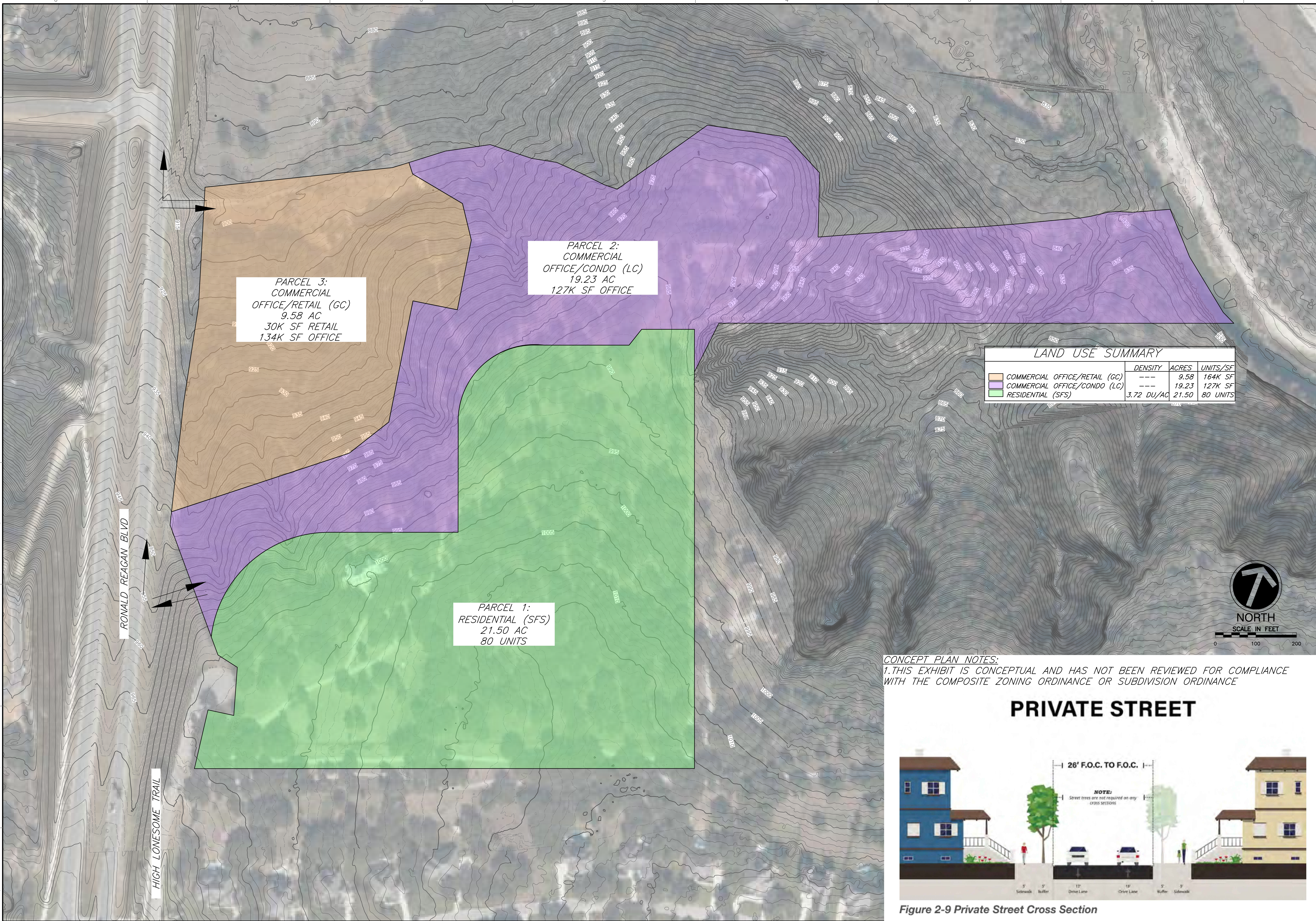
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Texas Registered
Engineering Firm F-38

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	2 OF 2

A:\200-2001\207-421-000\00g\EXHIBITS\20230825 - 207-421-EXHIBIT C - RUMBLE PLANS\LAND\00711\LS(2/15/2024 - minnow) - LP- 2/15/2024 3:42 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 MoPac 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:

CEC
[DRAWN BY]
[CHECKED BY]
327-421

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,



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 ZONING ORDINANCE BY CREATING 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); 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 districts 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”, “B”, and “C” which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 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

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE OAKMONT SUBDIVISION**

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

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 50.31 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for commercial and residential (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

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

Section 3. Development Standards.

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

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

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

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

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

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

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

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

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

Section 10. Force Majeure.

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

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

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

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

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Developer shall be addressed:

Reagan Heights, LLC
Attn: Ravi Pulimi, Managing Partner
2913 Zoysia Drive
Leander, TX 78641
Williamson County

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A – Property Description & Sketch

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

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: Dara Crabtree

Title: City Secretary

By: _____

Name: Christine DeLisle

Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

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

(SEAL)

Notary Public, State of Texas

DEVELOPER:

By: _____
Name:
Title:

THE STATE OF TEXAS §
COUNTY OF _____ §

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

(SEAL)

Notary Public, State of Texas

EXHIBIT “A”

Description of Property

THE STATE OF TEXAS §
COUNTY OF _____ §

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

(SEAL)

Notary Public, State of Texas

DEVELOPER: REAGAN HEIGHTS LLC

By: [Signature]

Name: RAVI K PULIMI

Title: Managing Partner

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 10 day of November, 2023, by Ravi Pulimi, manager of Reagan Heights Limited Liability company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

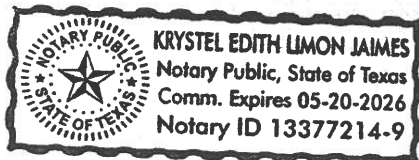


EXHIBIT "A"

Description of Property

Acres of land (more or less) situated in the City of Oakmont, Pennsylvania.

As shown on the City of Oakmont map.

Map of Oakmont

Map of Oakmont

Map of Oakmont

Map of Oakmont

Map of Oakmont

Map of Oakmont

Map of Oakmont

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Map of Oakmont

21.494 ACRES

CITY OF LEANDER, TX

327-421 BOUNDARY EXHIBIT 1

PROJECT NO.: 327-421

JULY 9, 2023

**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;

21.494 ACRES

CITY OF LEANDER, TX

327-421 BOUNDARY EXHIBIT 1

PROJECT NO.: 327-421

JULY 9, 2023

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

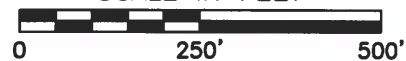
Texas Registered Surveying Firm No. 10194419





PROMENADE ON SAN GABRIEL LLC
CALLED 92.694 ACRES
DOC. NO. 2021120051
O.P.R.W.C.T.

SCALE IN FEET



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

RONALD REAGAN BLVD.
(RIGHT-OF-WAY WIDTH VARIES)

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.

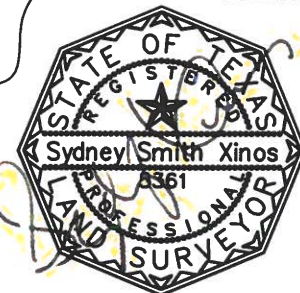
PARCEL 1
21.494 ACRES
(936,286 SQUARE FEET)

L5 L4 WITH "DIAMOND SURVEYING" CAP
L2 L3 NO WASHER
87.01' WITH "DIAMOND SURVEYING" CAP
61.68' P.O.B.

S69°04'35"W 1231.26'

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
DATE: JULY 9, 2023 DWG SCALE: 1"=250' PROJECT NO: 327-421

SHEET NO.:

1 OF 2

P:\320-000\327-421\Survey\Draw\327-421 BOUNDARY EXHIBIT 1.dwg(SHEET 1) LS:(7/8/2023 -- ehopkin) - LP: 7/9/2023 3:40 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)
	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

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:	AJH	CHECKED BY:	ESH	APPROVED BY:	SSX	SHEET NO.:
DATE:	JULY 8, 2023	DWG SCALE:	1"=250'	PROJECT NO:	327-421	2 OF 2

P:\320-000\327-421\Survey\Draw\327-421 BOUNDARY EXHIBIT 1.dwg(SHEET 2) LS:(7/8/2023 -- ehoptin) - LP: 7/8/2023 7:53 PM

19.236 ACRES

CITY OF LEANDER, TX

327-421 BOUNDARY EXHIBIT 2

PROJECT NO.: 327-421

OCTOBER 11, 2023

**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

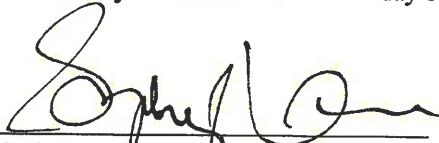
OCTOBER 11, 2023

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 Xinob, 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)

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

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 1.687 ACRES
CALLED EXHIBIT B, PART 1 BY DEED
DOC. NO. 2021193330
O.P.R.W.C.T.

TEXAS HILL COUNTRY
TREE FOUNDATION
CALLED 25.50 ACRES
DOC. NO. 2023031049
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



NORTH

SCALE IN FEET



BARTHOLOMEW 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.

RONALD REAGAN BLVD.
(RIGHT-OF-WAY WIDTH VARIES)

HIGH LONESOME TRAIL
(RIGHT-OF-WAY WIDTH
VARIES)

MATCHLINE SEE SHEET 3

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



NORTH

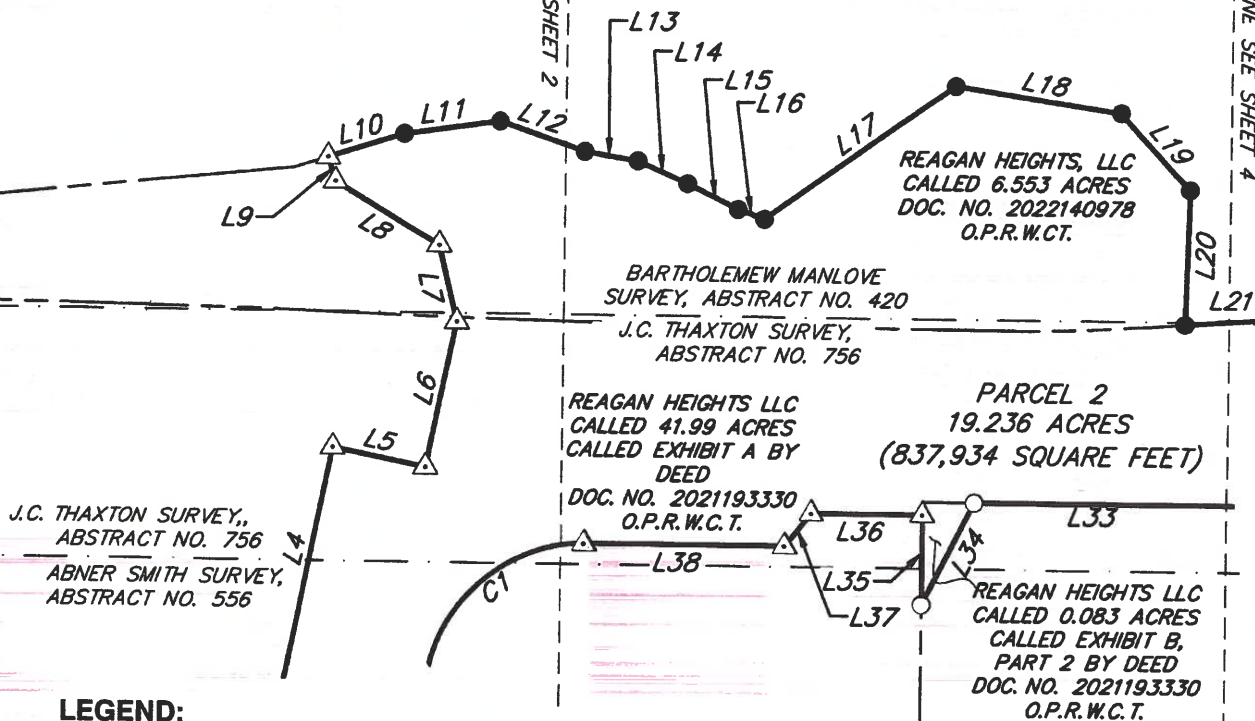
SCALE IN FEET



PROMENADE ON SAN GABRIEL
LLC
CALLED 92.694 ACRES
DOC. NO. 2021120051
O.P.R.W.C.T.

MATCHLINE SEE SHEET 2

MATCHLINE SEE SHEET 4



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
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DRAWN BY:	APV	CHECKED BY:	ESH	APPROVED BY:	SSX	SHEET NO.:
DATE:	OCTOBER 11, 2023	DWG SCALE:	1"=200'	PROJECT NO:	327-421	3 OF 5



NORTH

SCALE IN FEET



REAGAN HEIGHTS, LLC
CALLED 6.553 ACRES
DOC. NO. 2022140978
O.P.R.W.C.T.

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.

PARCEL 2
19.236 ACRES
(837,934 SQUARE FEET)

REAGAN HEIGHTS LLC
CALLED 41.99 ACRES
DOC. NO. 2021193330
O.P.R.W.C.T.

APPROXIMATE CENTERLINE
SOUTH FORK SAN GABRIEL
RIVER

REAGAN HEIGHTS LLC
CALLED 0.083 ACRES
CALLED EXHIBIT B,
PART 2 BY DEED
DOC. NO. 2021193330
O.P.R.W.C.T.

L33
J.C. THAXTON SURVEY, ABSTRACT NO. 756
ABNER SMITH SURVEY, ABSTRACT NO. 556

TEXAS HILL COUNTRY TREE FOUNDATION
CALLED 25.50 ACRES
DOC. NO. 2023031049
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 WILLIAMSON COUNTY, TEXAS
- DOC. NO. DOCUMENT NUMBER
- P.O.B. POINT OF BEGINNING



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17920 RONALD REAGAN BLVD.
LEANDER, TEXAS
WILLIAMSON COUNTY
BOUNDARY EXHIBIT

DRAWN BY: APV	CHECKED BY: ESH	APPROVED BY: SSX	SHEET NO.: 4 OF 5
DATE: OCTOBER 11, 2023	DWG SCALE: 1"=200'	PROJECT NO: 327-421	

P:\320-000\327-421-Survey\Drawg\327-421 BOUNDARY EXHIBIT 2 UPDATED.dwg(SHEET 5) LS:(10/6/2023 - ehopin) - LP: 10/11/2023 7:21 PM

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'



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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

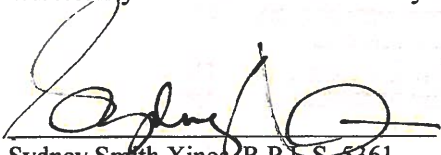
8. S50°49'59"W, a distance of 460.75 feet to a calculated point on the common line of the easterly right-of-way line of Ronald Reagan Boulevard and of said 41.99 acre tract;

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.

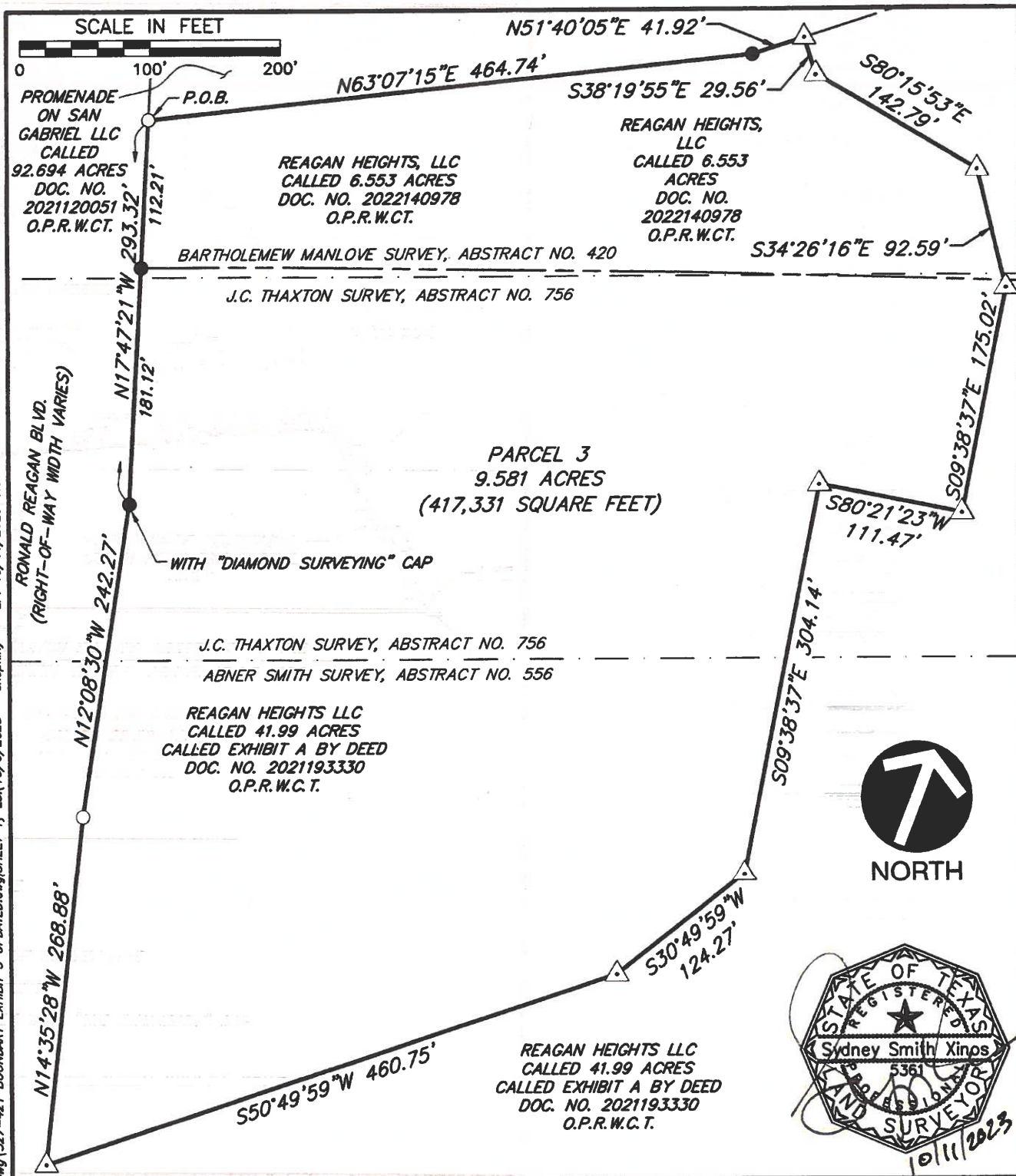
Witness my hand and seal this 11th day of October, 2023.



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



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DRAWN BY: AJH	CHECKED BY: ESH	APPROVED BY: SSX	SHEET NO.: 1 OF 2
DATE: OCTOBER 11, 2023	DWG SCALE: 1"=100'	PROJECT NO: 327-421	

P:\320-000\327-421\Survey\Draw\327-421 BOUNDARY EXHIBIT 3 UPDATED.dwg(SHEET 2) LS:(10/8/2023 - 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.



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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	2 OF 2



**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
4/18/2024

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0106 to amend the Hero Way & Main Street Medical Office PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local 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.

BACKGROUND:

This request is the final step in the zoning process. 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.

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
04/04/2024 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Baeza Engineering, PLLC (Salvador Baeza, PE) on behalf of Hero Way Partners LP (Shane Schweda)

RECOMMENDATION:

The City Council reviewed this request during the April 4, 2024 meeting and unanimously recommended approval.

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.

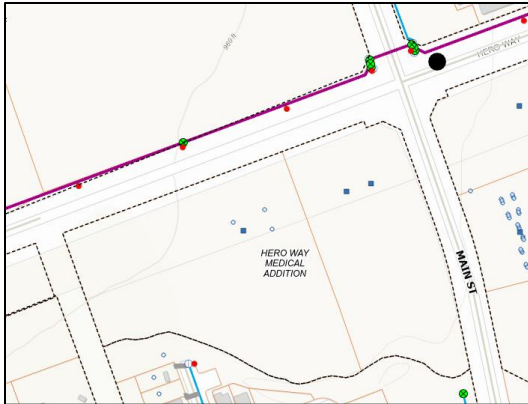


Figure 1 – water services.

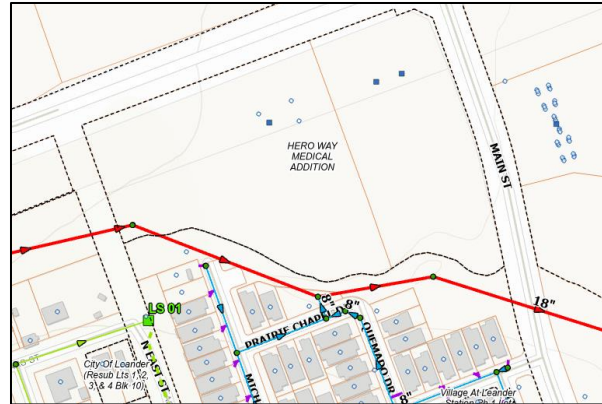


Figure 2 – wastewater services.

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:

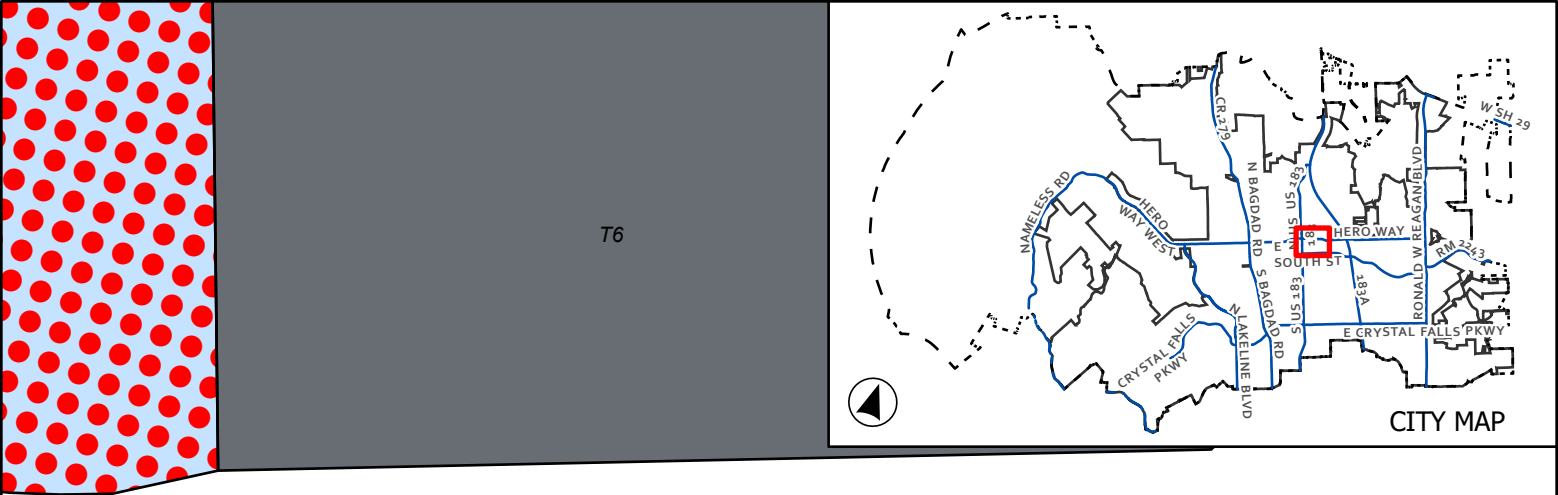
In addition to the notice mailed on behalf of the City to all property owners within 200', the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's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

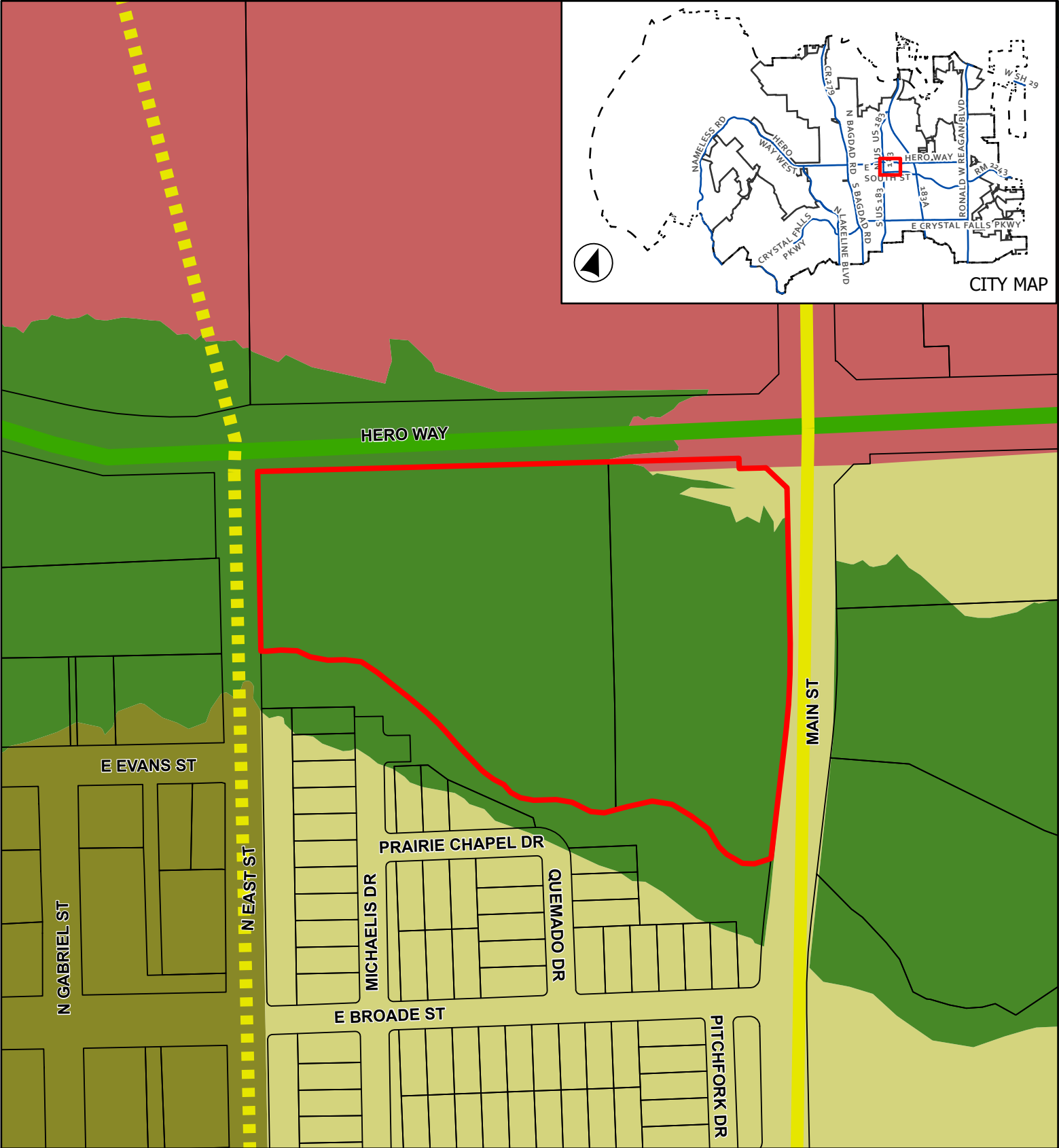
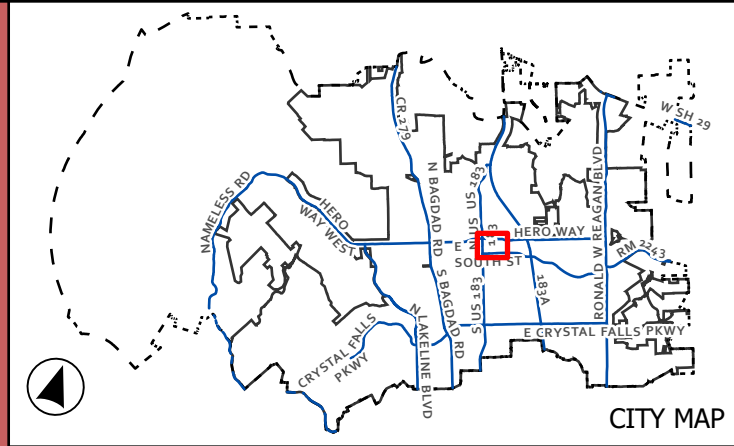
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the 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 296 of 467



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

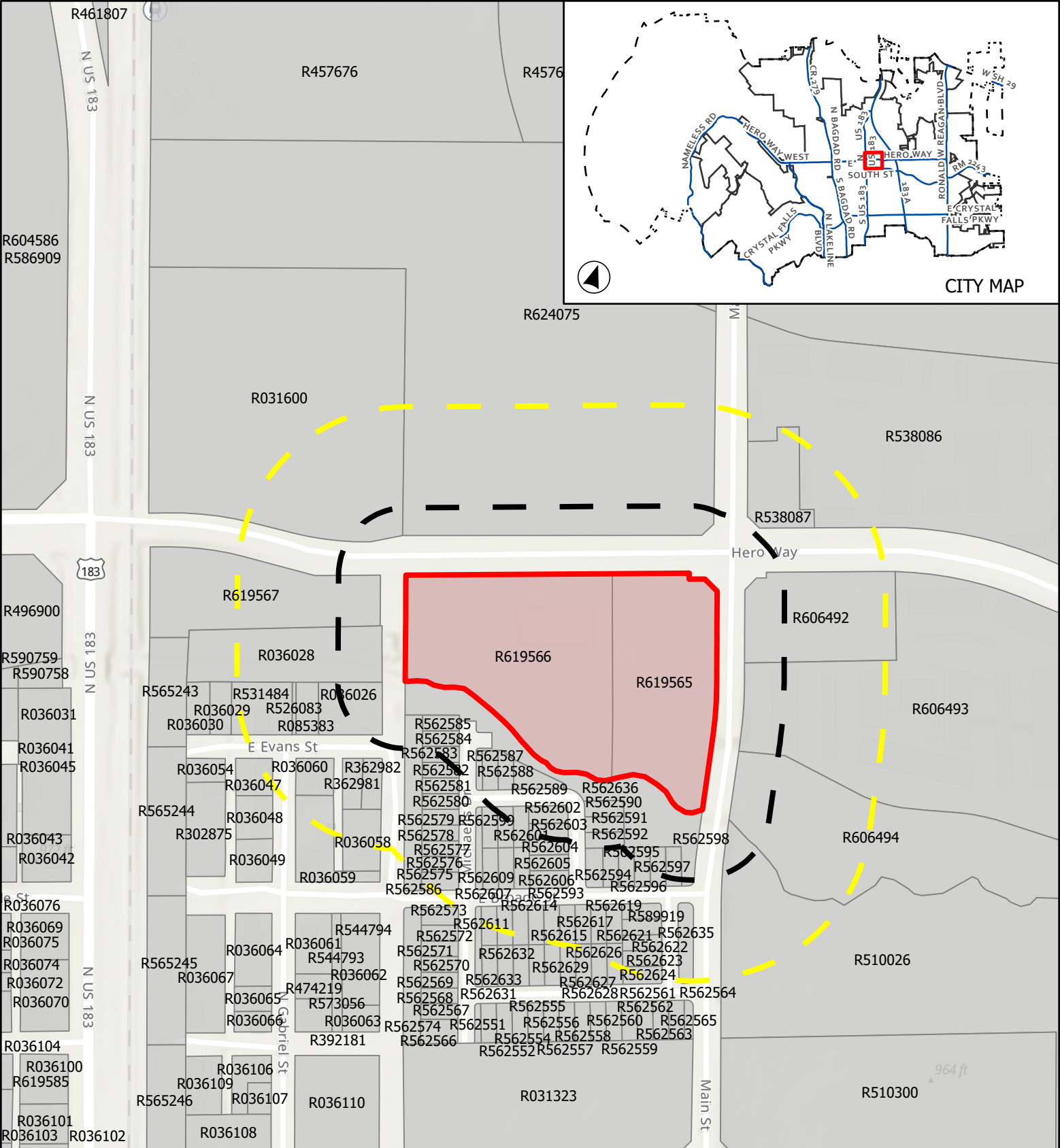
Arterial 6 Lane, Existing

Collector, Existing

Collector, Proposed

Page 297 of 467

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CASE: Z-24-0106 ATTACHMENT 4 HERO WAY & MAIN ST MEDICAL OFFICE PUD

Public Notification

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0 155 310

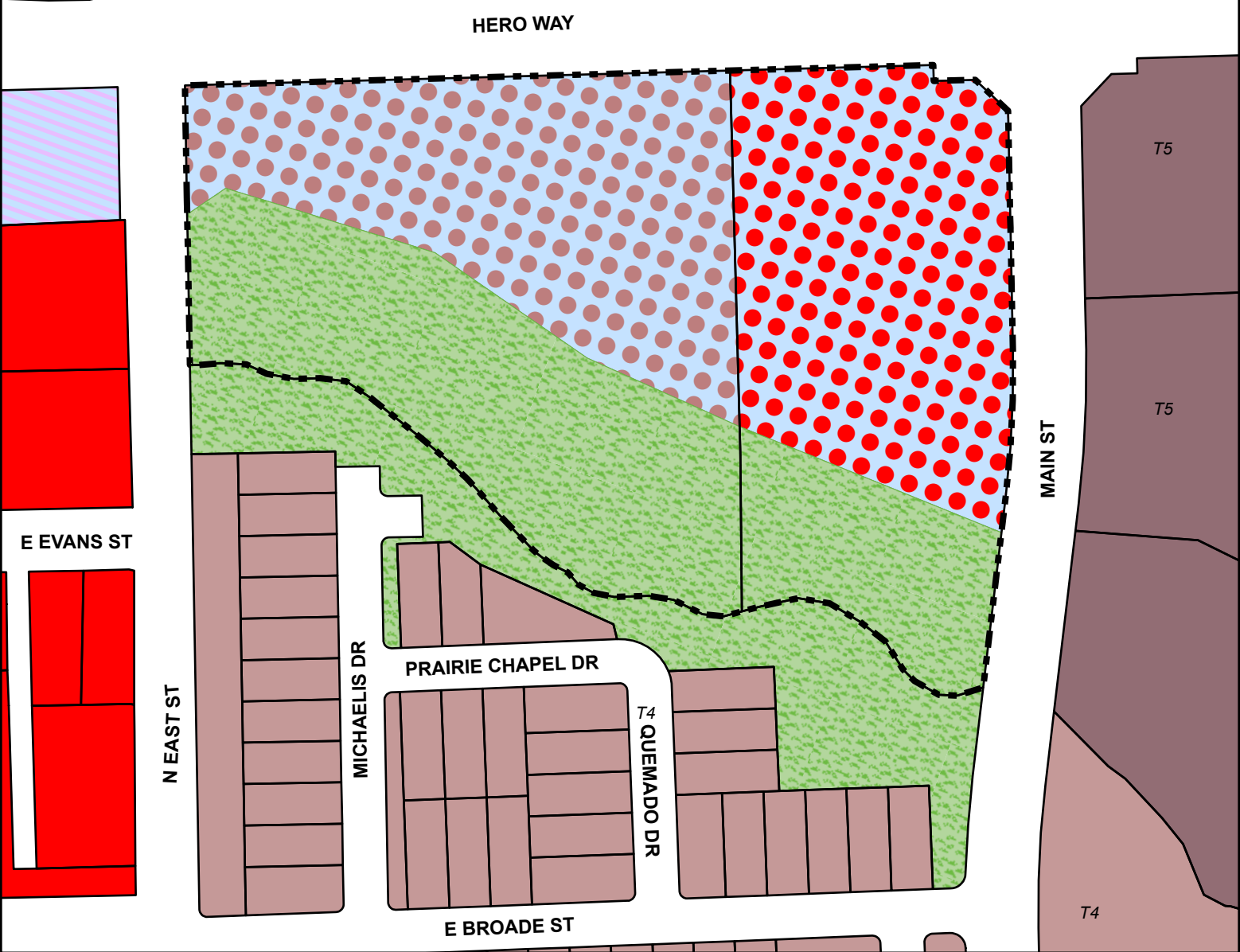
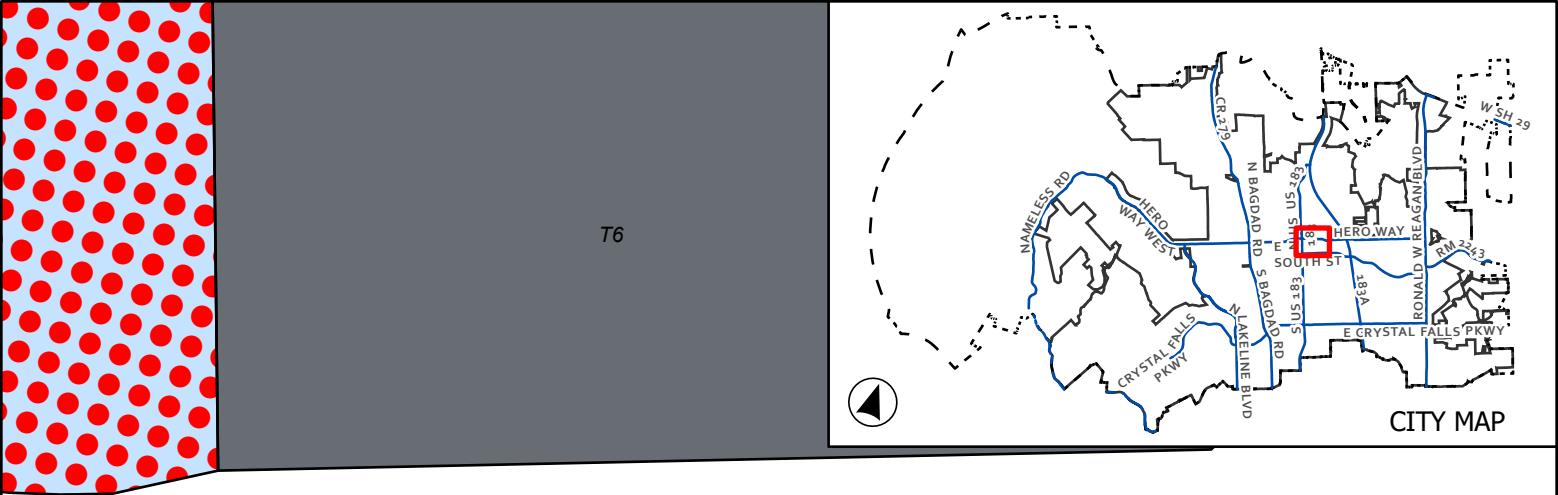
Feet

- City Limits
- ETJ Boundary
- Subject Boundary

Notification Buffer

- 200'
- 300'

Page 298 of 467



CASE: Z-24-0106

ATTACHMENT 5

HERO WAY & MAIN ST
MEDICAL OFFICE PUD

Proposed Zoning

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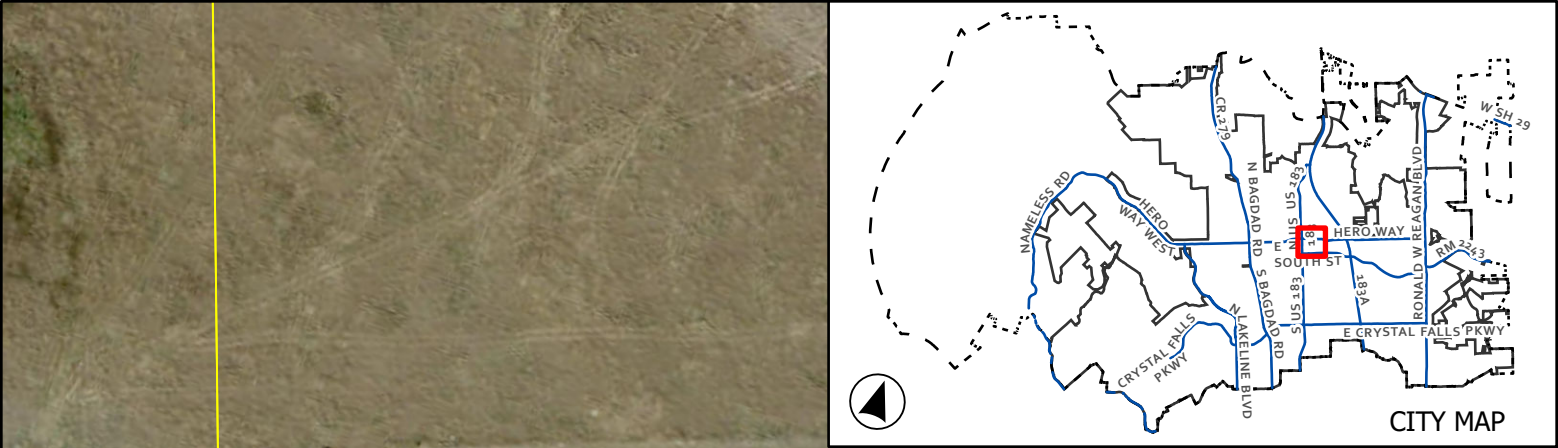
- | | |
|--------------------------------|---------------------|
| Leander City Limits | OS - Open Space |
| Extra-Territorial Jurisdiction | S2 - Station Sector |
| Subject Boundary | T4 - General Urban |
| GC - General Commercial | T5 - Urban Center |
| PUD - Local Commercial | T6 - Urban Core |
| PUD - General Commercial | |



0 50 100

Page 299 of 467

Feet



CASE: Z-24-0106 ATTACHMENT 6 HERO WAY & MAIN ST MEDICAL OFFICE PUD

Aerial Map

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0 62.5 125
Feet

- Leander City Limits
- Subject Boundary

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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

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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

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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
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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.

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

APPROXIMATE
SURVEY LINE

MATCH LINE

N21°00'49"W
270.36'

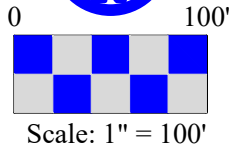
1/2" REBAR

142.74'

EAST STREET
55' RIGHT-OF-WAY
CABINET 33, SEIDE 546, P.R.W.C.T.

L34
L33
L32
L31
L30
L29
L28
L27
L26
L25
L24
L23
L22
L21
L20
L19
L18

LOT 1, BLOCK O
VILLAGE AT LEANDER STATION, PHASE 1 & 3
INST.# 2017071690, O.P.R.W.C.T.



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
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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

L36

L37

1/2" REBAR
"4WARD BOUNDARY"

P.O.B.

MEL MATHIS AVENUE
80' RIGHT-OF-WAY
INST.# 2011038293, O.P.R.W.C.T.

APPROXIMATE
SURVEY LINE

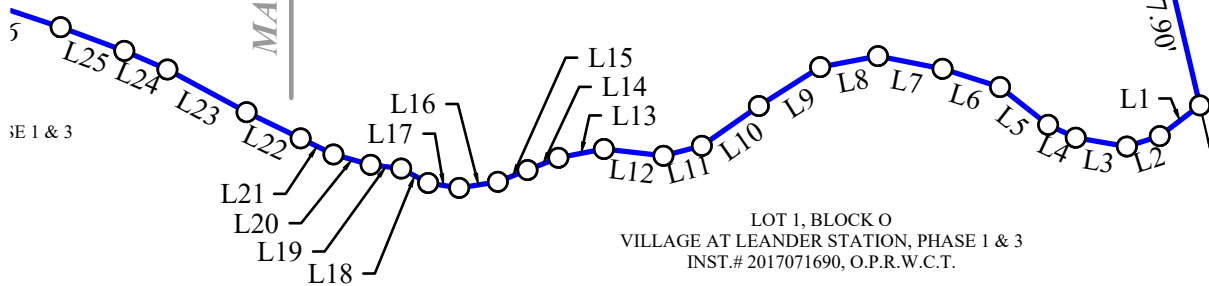
S21°08'04"E 234.42'

TALBOT CHAMBERS SURVEY - ABSTRACT NO. 125
ELIJAH D. HARMON SURVEY - ABSTRACT NO. 6

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.

MATCH LINE



LOT 1, BLOCK O
VILLAGE AT LEANDER STATION, PHASE 1 & 3
INST.# 2017071690, O.P.R.W.C.T.



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
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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
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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

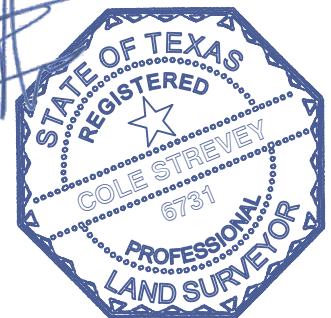
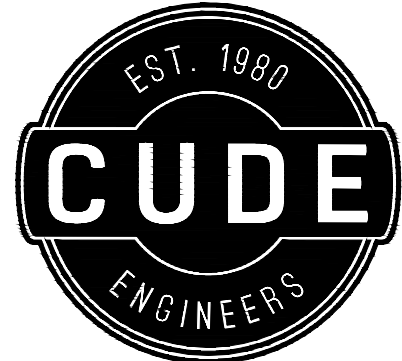
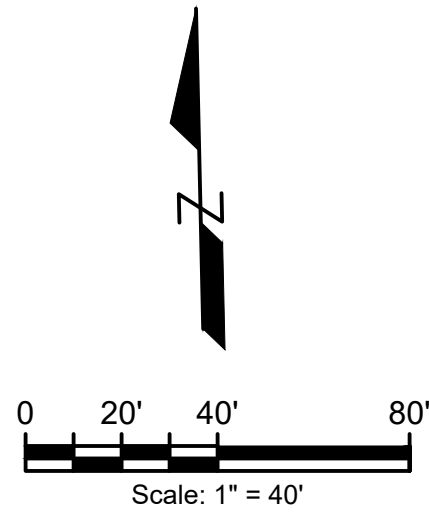
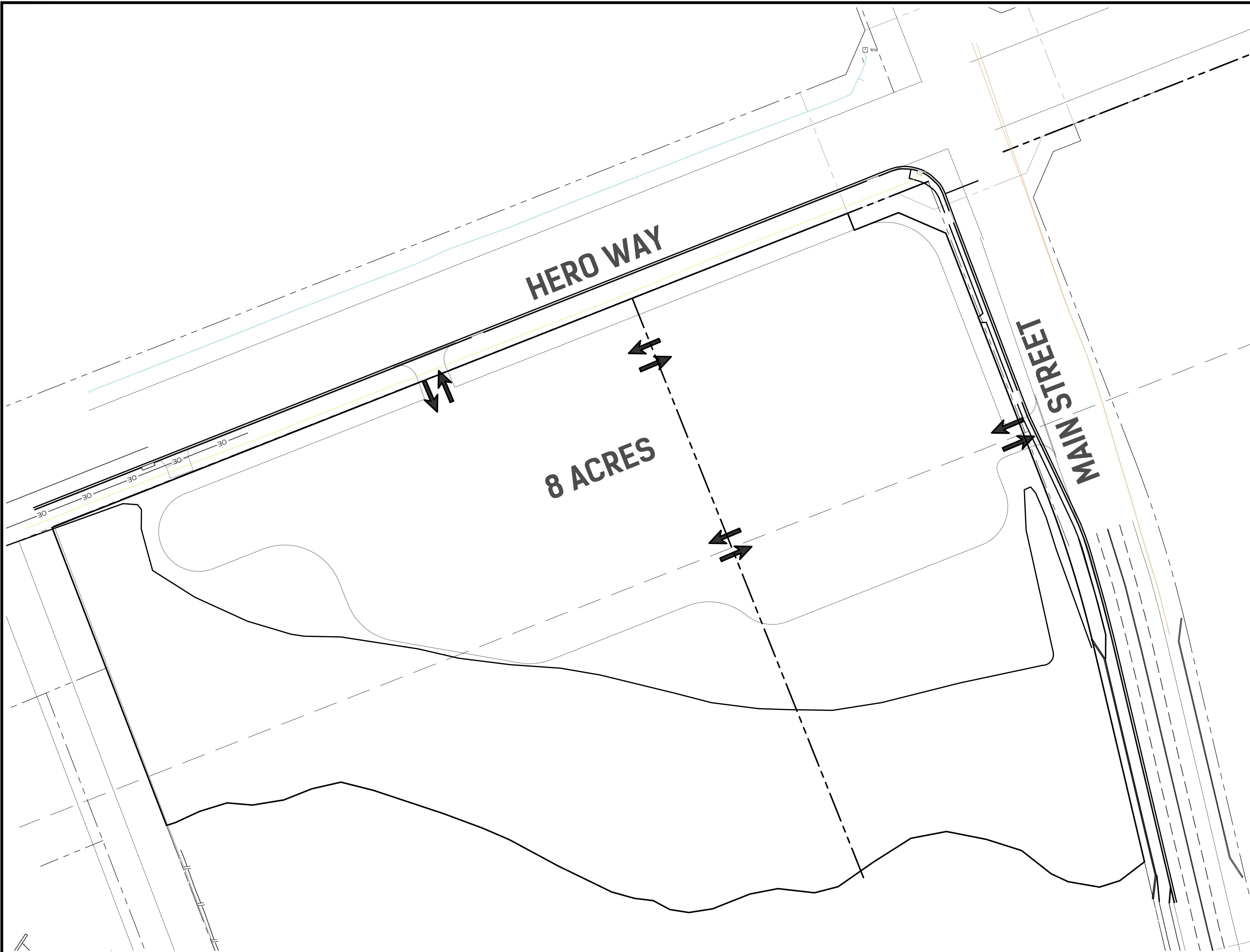


EXHIBIT SHOWING
8.083 ACRES
SITUATED IN THE
TALBOT CHAMBERS SURVEY
ABSTRACT NO. 125
AND
ELIJAH D. HARMON SURVEY
ABSTRACT NO. 6
CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS



1620 La Jatta Dr., Suite 250
Cedar Park, Texas 78613
P:(512) 260.9100

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!!

CUDE ENGINEERS
TBPE No. 19070



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:

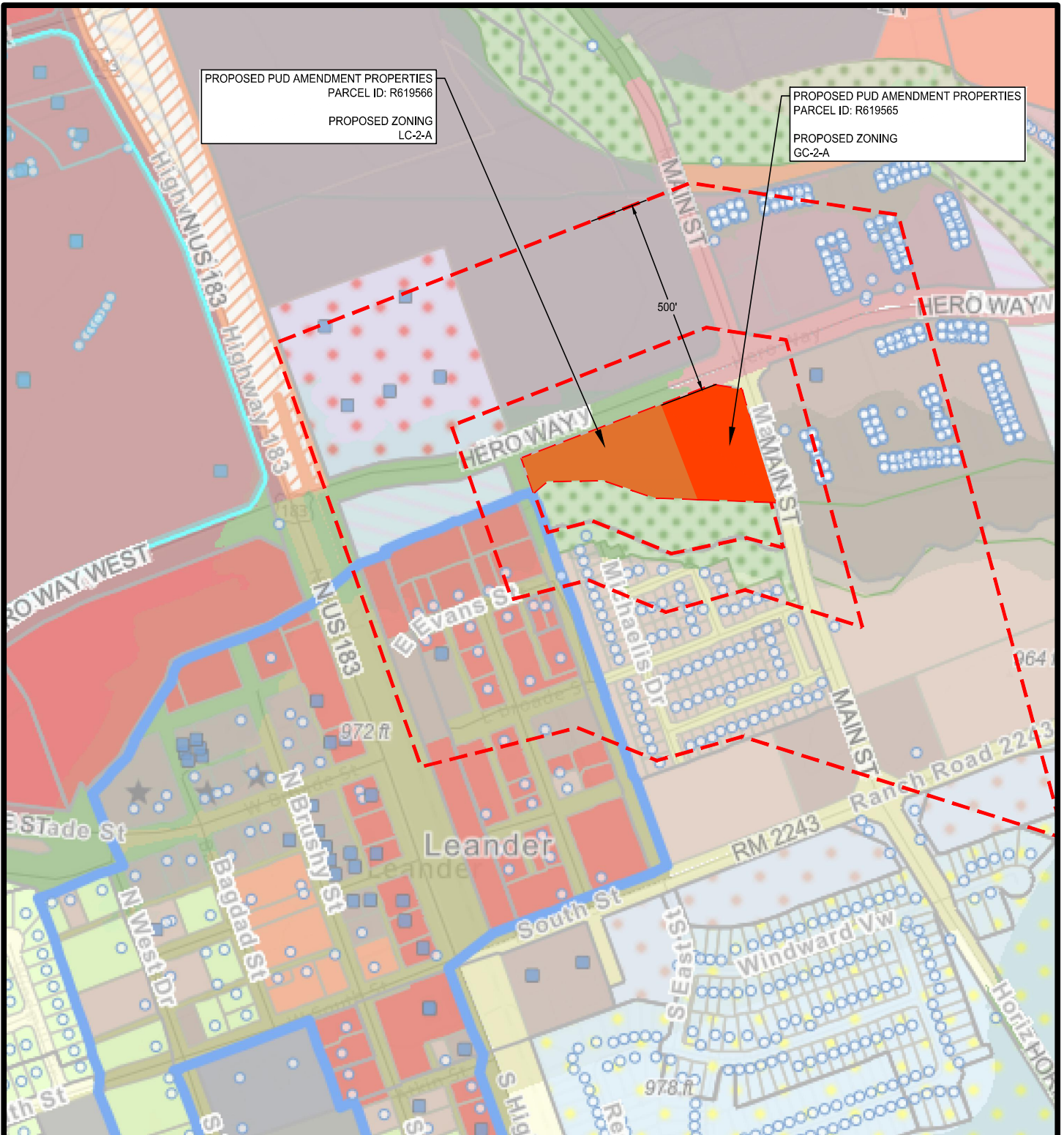
Planning & Zoning Commission Meetings
March 14 at 6 pm
The 2nd and 4th Thursday of each month
Pat Bryson Municipal Hall - Council Chambers
201 N Brushy Street
Leander, TX 78641

If you have any questions, please contact Baeza Engineering, PLLC at (512) 400-4207 and Paulina Reyes paulina@baezaengineering.com.

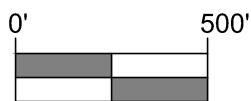
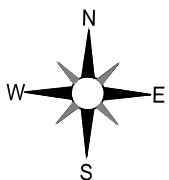
Sincerely,

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

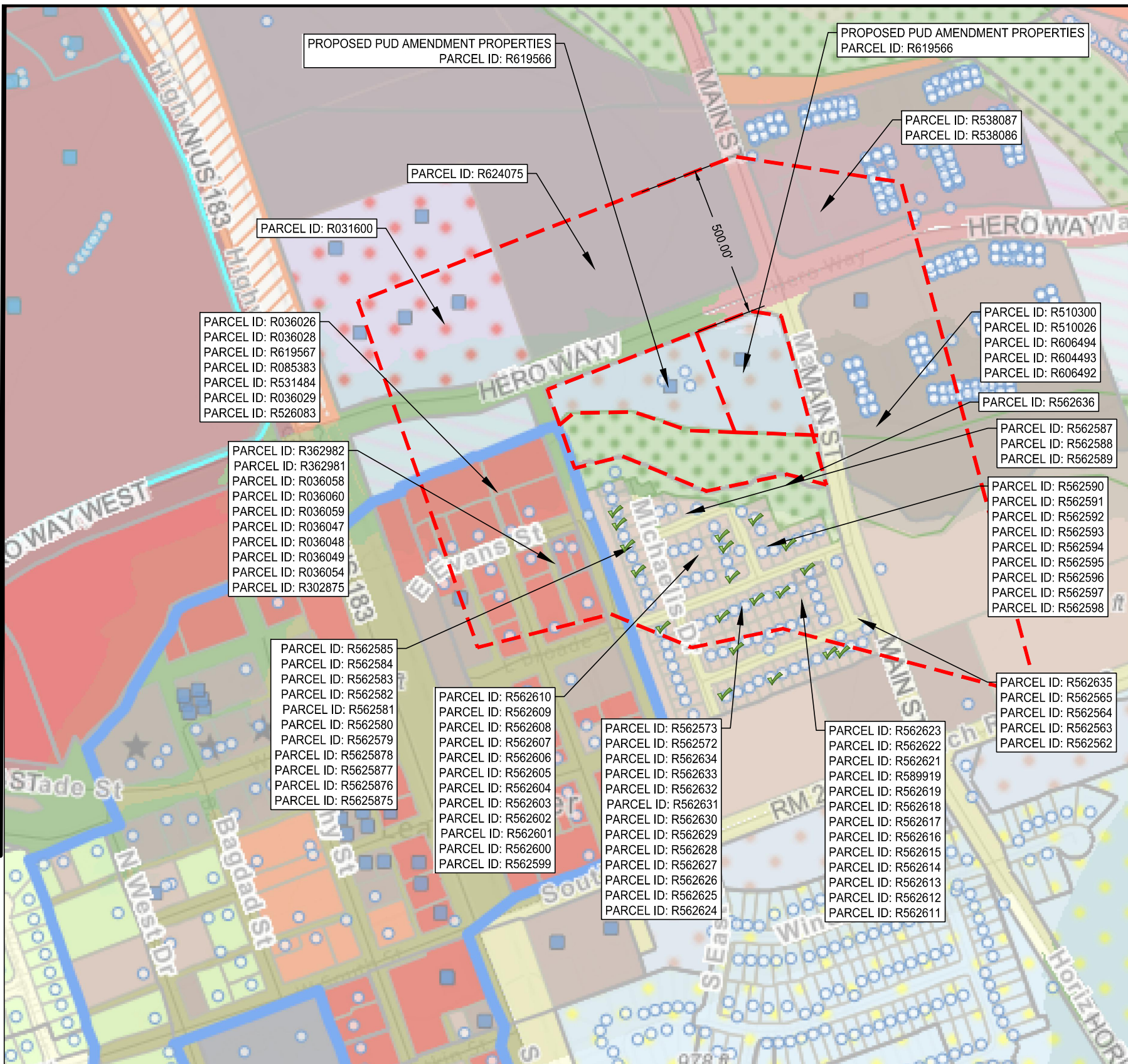
DESIGN: SB

CHECK SB

DATE: 02/05/2024

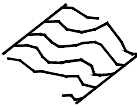
PROJECT 23017 HERO WAY

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 I VALENES 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 OLLIVANN, 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 WILPHY 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
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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
4/18/2024

AGENDA SUBJECT:

Approval of an extension of the completion date for Subdivision Case PICP-21-0032 Blockhouse Creek Farm - Leander Public Improvement Construction Plans; more particularly described by Williamson Central Appraisal District Parcels R629336, R629338, and R629340, generally located at along Niles Drive, west of Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Blockhouse Creek Farm also known as Niles Drive Construction Plans. Article II, Section 28(e) includes the following provisions:

- e) Time Limit for Completing Improvements. The period within which required improvements must be completed shall be incorporated in the surety instrument and shall not in any event, without prior approval of the City, exceed one (1) year from date of Final Plat approval.
- (1) The Commission may, upon application of the developer and upon proof of hardship, recommend to the Council extension of the completion date set forth in such bond or other instrument for a maximum period of one (1) additional year. Such hardship may include delays imposed due to City projects. An application for extension shall be accompanied by an updated estimate of construction costs prepared by a licensed professional engineer, licensed to practice in the State of Texas. A surety instrument for guaranteeing completion of remaining required improvements must be filed in an amount equal to one hundred ten percent (110%) of the updated estimate of construction costs as approved by the City Engineer.
- (2) The Council may at any time during the period of such surety instrument accept a substitution of principal sureties upon recommendation of the Commission.

These construction plans will provide for the expansion of Niles Drive. The Blockhouse Creek Farm development includes multi-family along Niles Drive and commercial tracts along Ronald W. Reagan Boulevard.

HISTORY/TIMELINE:

10/07/2010 – Zoning approved
03/10/2022 – Short-form Final Plat approved
04/06/2022 – Construction Plans approved
04/08/2024 – Construction Plans expired
04/11/2024 – P&Z Commission approved extension

APPLICANT/AGENT:

GarzaEMC, LLC. (Jonah Mankovsky) on behalf of Joseph Land & Cattle Company, LTD. (Phillip Joseph)

RECOMMENDATION:

The Subdivision Ordinance includes timelines for the completion of improvements as part of the subdivision process. The timeline/history section of this summary above includes the key dates for this request. The infrastructure associated with the public improvements construction plans are required to be completed one (1) year from the date of the final plat approval.

Staff recommends approval of an extension for one (1) additional year. Approving this extension would grant an extension to April 8, 2025 and will allow the developer to complete the construction of the improvements. The Planning & Zoning Commission recommended approval during the April 11, 2024 meeting.

PRESENTER:

Robin M. Griffin, Executive Director of Development Services

Fiscal Impact

Attachments:

1. Att 1 PICP-21-0032 Extension Request - Blockhouse Creek Farm
2. Att 2 PICP-21-0032 Location Map - Blockhouse Creek Farm



April 2, 2024

Attention: City of Leander Engineering
Pat Bryson Municipal Hall
201 N Brushy St.,
Leander, Texas 78641

Reference: Blockhouse Creek Farm - Leander (21-PICP-032)
PICP – Extension Request
14951 Ronald W Reagan Blvd, Leander, TX 78641

Dear Staff,

On behalf of our client, GarzaEMC is submitting this letter as our formal request for a permit extension on the Blockhouse Creek Farm - Leander project (21-PICP-032). This project received a permit on April 6, 2022, and is approaching its 2-year expiration date.

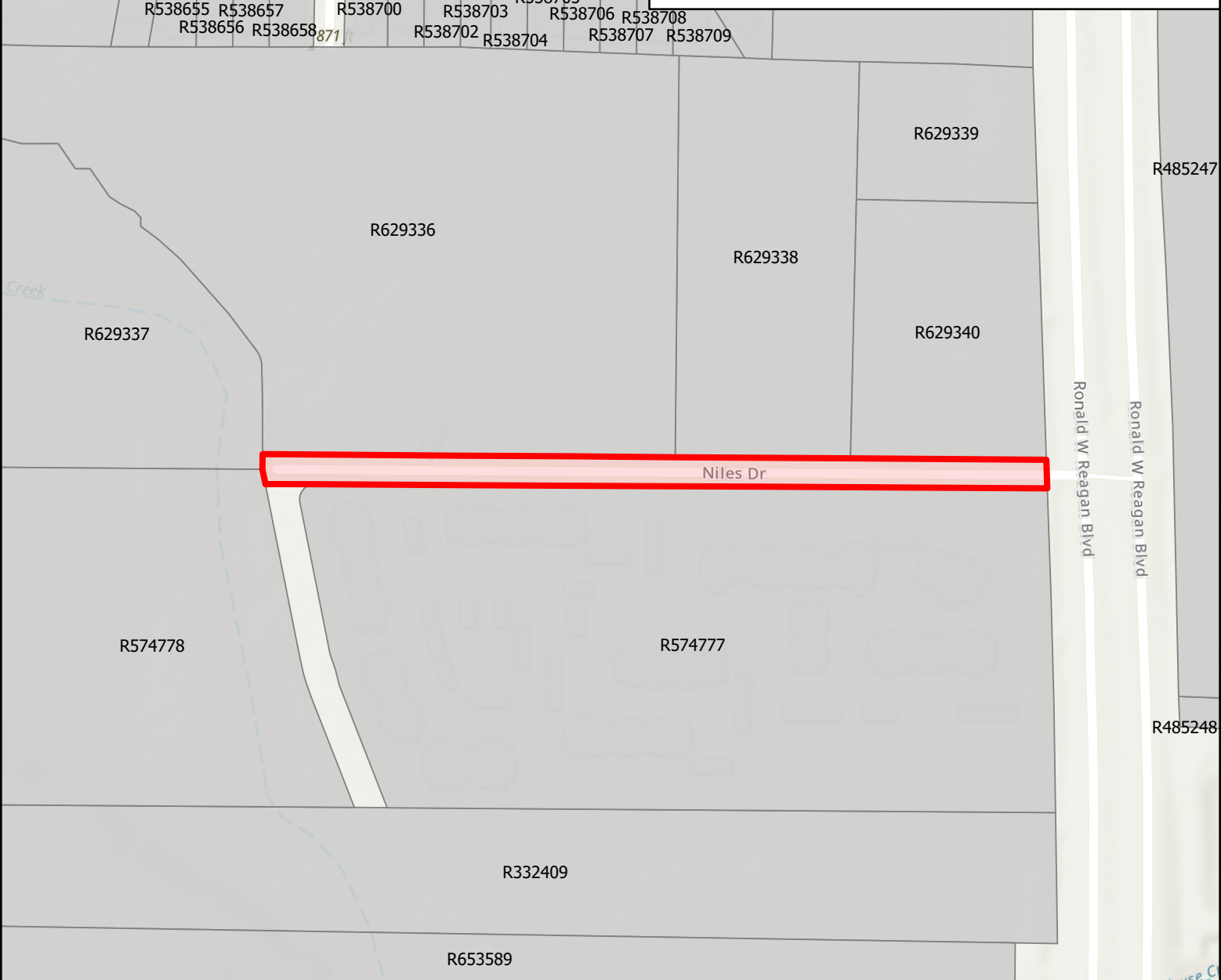
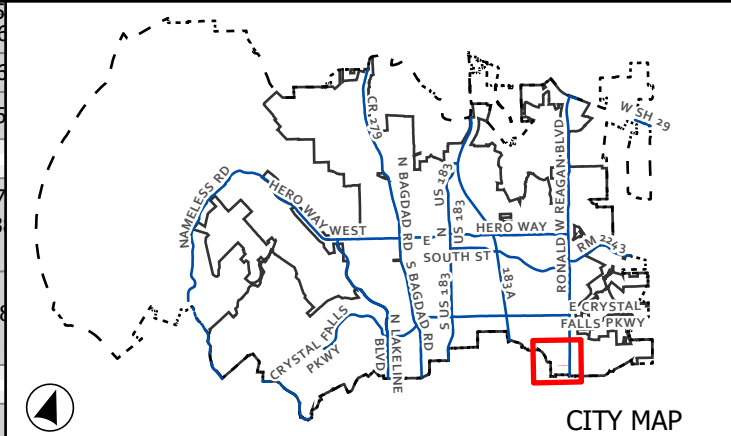
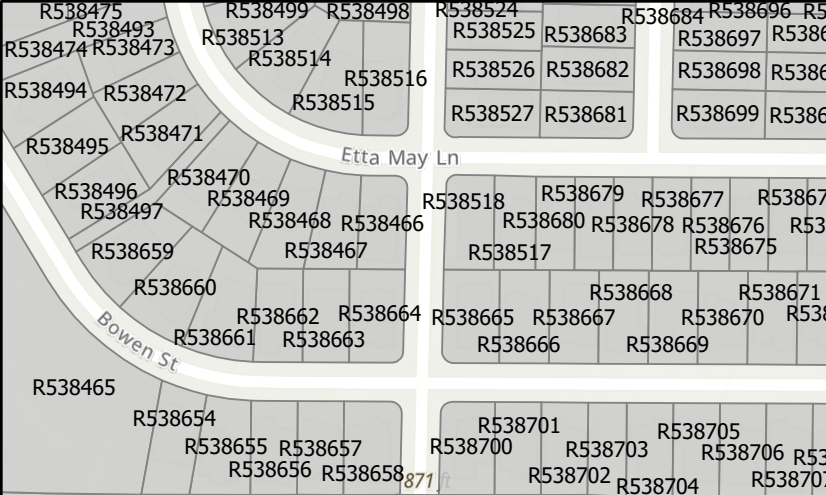
We are requesting this extension to allow for the completion of this project, which is actively under construction, and substantially complete. As part of our Development Agreement for this project, our client previously posted a fiscal totaling approximately \$1.7M. We understand that this fiscal will not be released until this project is fully constructed and accepted by the City of Leander.

Please contact our office should you require any additional items or if you have any questions in your review of the request.

Sincerely,

A handwritten signature in black ink, appearing to read 'JM' followed by a stylized surname.

Jonah Mankovsky, PE
Senior Project Manager



CASE: PICP-21-0032

ATTACHMENT 2

NILES PUBLIC IMPROVEMENT

Location Map



-  City Limits
-  Subject Boundary

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.

A horizontal scale bar with a black segment from 0 to 115 feet and a white segment from 115 to 230 feet. The word "Feet" is centered below the bar.



EXECUTIVE SUMMARY
4/18/2024

AGENDA SUBJECT:

Approval of Development Agreement Case DA-23-0028 regarding the Bagdad Retail Outlet Development on one (1) parcel of land, more particularly described by Williamson Central Appraisal District Parcel R031686, generally located at 1067 N. Bagdad Road, Leander, Williamson County, Texas.

BACKGROUND:

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

This agreement requires that all structures are comprised of at least one hundred percent (100%) of the combined exterior surface area of all walls, including all stories of buildings/structures, shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.

HISTORY/TIMELINE:

APPLICANT/AGENT:

CDR Group, LLC. (Michael Chapa) on behalf of Retail Pro, LLC (Shakil Meredia)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. DA-23-0028 Att 1 Bagdad Retail Outlet Masonry Agreement

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE BAGDAD RETAIL OUTLET**

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

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 2.044 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for a retail convenient store (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

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

Section 3. Development Standards.

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

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

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

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

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

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

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

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

Section 10. Force Majeure.

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

the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

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

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Developer shall be addressed:

Retail Pro LLC
Attn: Shakil Maredia
2225 Wildhorse Street
Leander, Texas 78641
Williamson County

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A – Property Description & Sketch

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

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By:_____

Name: Dara Crabtree

Title: City Secretary

By:_____

Name: Christine DeLisle

Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

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

(SEAL)

Notary Public, State of Texas

DEVELOPER:
RETAIL PRO, LLC

By: Ramiz Prasla
Name: Ramiz Prasla
Title: Secretary

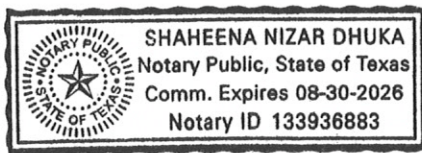
THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 15th day of March, 2024, by Ramiz Amirali Prasla of Retail Pro LLC, a LLC company, on behalf of said company.

(SEAL)

Shaheena

Notary Public, State of Texas





EXECUTIVE SUMMARY
4/18/2024

AGENDA SUBJECT:

Acceptance of public improvements for Devine Lake Phase 4 (PICP-21-0029).

BACKGROUND:

The public infrastructure improvements required for Devine Lake Phase 4 have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed by the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2)- year term maintenance bond.

The maintenance bond will commence its two (2) -year term upon City Council acceptance, as anticipated, on April 18, 2024, which will provide warranty and maintenance coverage for public infrastructure improvements through April 18, 2026. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, quality construction, or maintenance are corrected prior to expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommend the City Council's formal acceptance of Devine Lake Phase 4 public infrastructure improvements.

PRESENTER:

Emily Truman, P.E., CFM, PMP

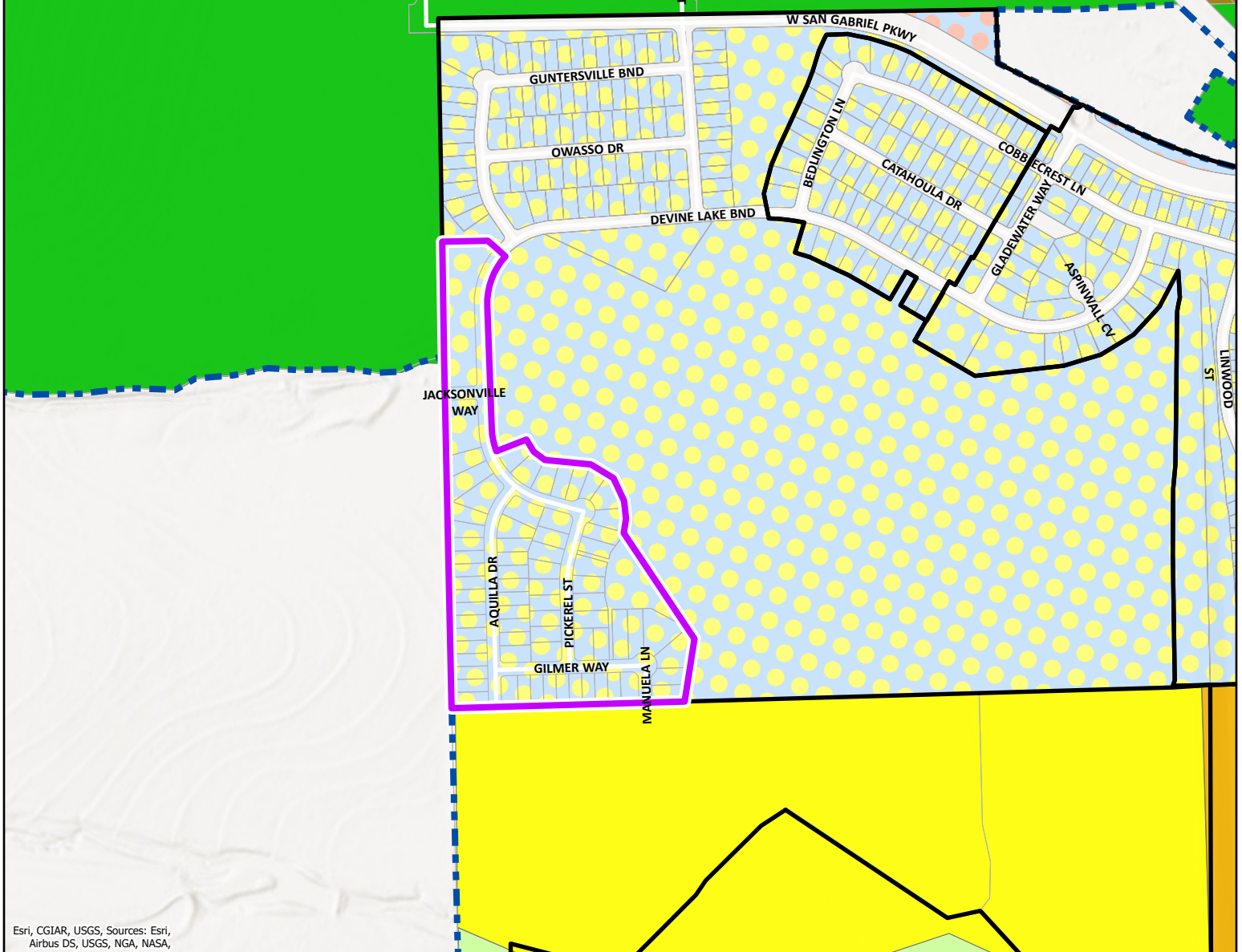
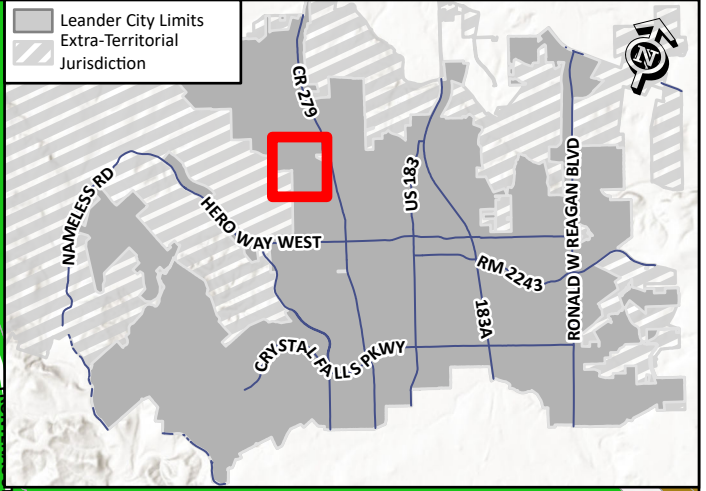
Fiscal Impact

Attachments:

1. Acceptance Documents Devine Lake Phase 4

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the appraisal district website for official property data. 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



Esri, CGIAR, USGS, Sources: Esri, Airbus DS, USGS, NASA, NGA, NASA,

SUBDIVISION ACCEPTANCE

Devine Lake Ph 4 - 21-PICP-0029

City Limits

Accepted Subdivision



RESIDENTIAL

- SFR - Single-Family Rural
- SFU - Single-Family Urban
- SFC - Single-Family Compact
- SFT - Single-Family Townhouse
- TF - Two Family

RETAIL / COMMERCIAL

- GC - General Commercial

PUD LAND USE

- PUD - Single-Family

PUD - Local Office



0 500 1,000
Feet

Engineer's Concurrence for Project Acceptance

Project: Devine Lake Phase 4

Date: 11/30/2023

City of Leander Issued Permit Number: PICP-21-0029

Owner's Name & Address

Bill Barton - Lennar Homes, Inc.

13620 North FM 620, Building 2, Suite 150

Austin, Texas 78717

Consultant Engineer's Name & Address

T. Walter Hoysa, P.E. - LJA Engineering

2700 La Frontera Boulevard, Suite 150

Round Rock, Texas 78681

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

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



(SEAL)

A handwritten signature in black ink, appearing to read "T. Walter Hoysa", written over a horizontal line.

Signature

T. Walter Hoysa, P.E.

Typed Name

LJA Engineering, Inc.

Engineering Firm Name

F-1386

Registered Engineering Firm Number



ADA Assistance

107 Meadow Woods, Kyle TX 78640 (512) 787-3687 Fax (866)268-1810
Email: robert@adaassistance.com Internet: www.adaassistance.com

DATE: November 22, 2023

TO: T. Walter Hoysa
Central Texa Land Development
2700 La Frontera, Suite 150
Round Rock TX 78681

FROM: Robert Ronson, RAS #16

ROBERT RONSON

PROJECT: Devine Lake Phase 4
Devine Lake Bend, Aquilla Dr, Pickere St
Leander TX

Inspection performed: 11/21/2023

SUBJECT: INSPECTION COMPLETED – NO VIOLATIONS

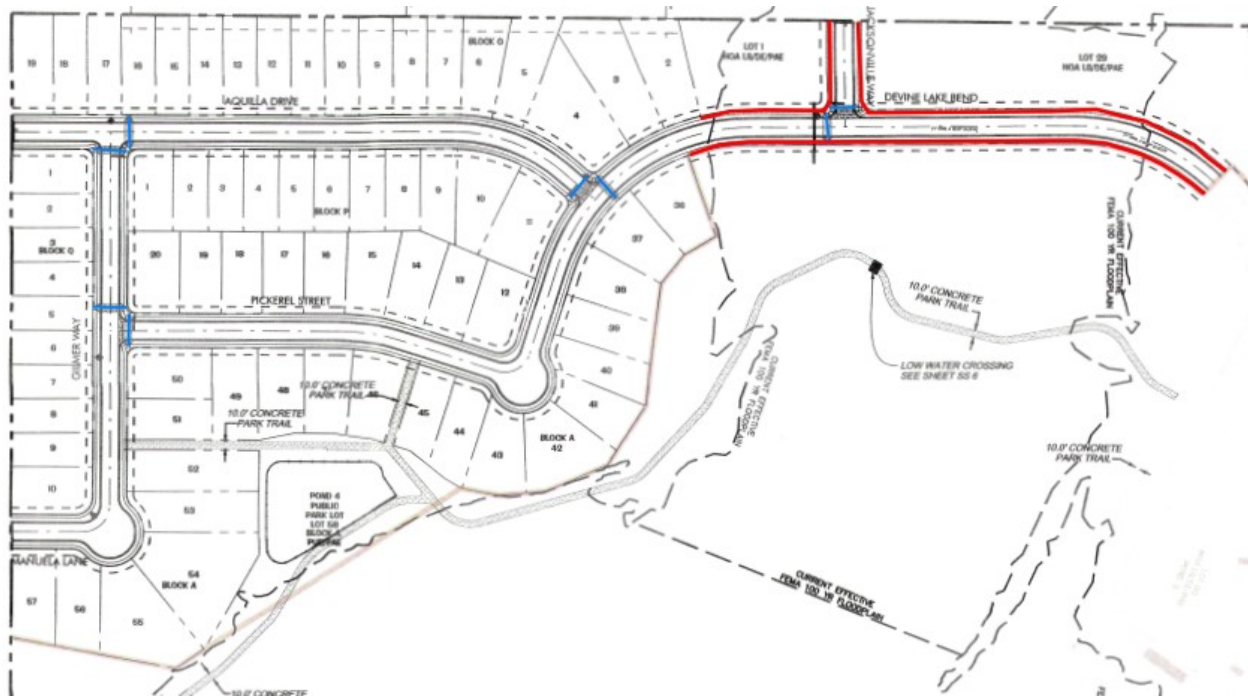
We are pleased to inform you that the referenced project has been inspected and no non-compliant items were found so the project appears to be in substantial compliance with provisions of the Texas Government Code, Chapter 469. Specifically inspected were pedestrian elements within the scope of the referenced project that were constructed at the time of the inspection: Curb ramp crossing (shown in blue) at Devine Lake Bend & Jacksonville Way, Devine Lake Bend & Aquilla Drive, Aquilla Drive & Gilmer Way, Gilmer Way & Pickerel Street; sidewalks (shown in red) along Block D Lot 1, Lot 29 HOA LS/DE/PAE both sides of Devine Lake Bend.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

Also note, this project is understood to be under \$50,000 in value and not subject to review and/or inspection under current state law, therefore this report is advisory in nature only and does not constitute a requirement under the Texas Architectural Barriers Act.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Robert Ronson at (512) 787-3687.

NOTE: The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.



END OF REPORT

NOTE: The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.

MAINTENANCE BOND
Subdivision Improvements

Bond No. 022236115

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Five Star Civil Construction, LLC as Principal, whose address is 301 Brushy Creek Road, Ste. 108, Cedar Park, TX 78613, and Liberty Mutual Insurance Company, a Corporation organized under the laws of the State of MA, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Four Hundred Eighty Seven Thousand Nine Hundred Twelve And 99/100 Dollars (\$487,912.99) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Devine Lake Phase 4 (21-PICP-029) Street, Drainage, Water & Wastewater Improvements (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

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

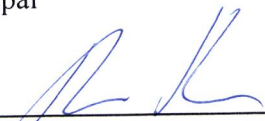
The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 12th day of January, 2024 .

Five Star Civil Construction, LLC
Principal

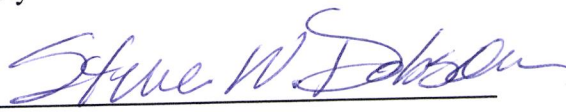
By: 

Title: Ryan Houdek, President

Address: _____

301 Brushy Creek Road, Ste. 108
Cedar Park, TX 78613

Liberty Mutual Insurance Company
Surety

By: 

Title: Steven W. Dobson, Attorney-in-Fact

Address: _____

7900 Windrose Ave
Plano, TX 75024

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205041 - 969219**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, John W. Schuler; Patricia Ferguson; Steven W. Dobson

all of the city of Austin state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of January, 2024



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Liberty Mutual Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Liberty Mutual Surety Claims at 206-473-6210

Online: www.LibertyMutualSuretyClaims.com

Email: HOSCL@libertymutual.com

Mail: P.O. Box 34526 Seattle, WA 98124

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Liberty Mutual Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Liberty Mutual Surety Claims

al 206-473-6210

En línea: www.LibertyMutualSuretyClaims.com

Correo electrónico: HOSCL@libertymutual.com

Dirección postal: P.O. Box 34526 Seattle, WA 98124

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

December 1, 2023

Mr. Sarvesh D. Dhakal, PE
Assistant City Engineer
City of Leander
201 N. Brushy Street
Leander, TX 78641

Attn.,

Final Costs and Quantities for
Devine Lake Phase 4 (21-PICP-029)

Dear Sarvesh:

Please find enclosed the final costs and quantities from the general contractor, 5 Star Civil Construction, LLC (5 Star). The quantities break down to the following sub-totals:

Street, Grading, and Erosion Control Improvements	\$ 1,584,084.50
Drainage Improvements	\$ 1,965,650.10
Water Improvements	\$ 433,621.40
Wastewater Improvements	\$ 895,773.90
Total	\$ 4,879.129.90

Maintenance Bond:

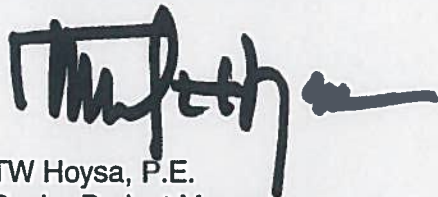
Total Improvements =	\$ 4,879.129.90
Maintenance Bond (10%) =	\$ 487,912.99

Inspection Fee:

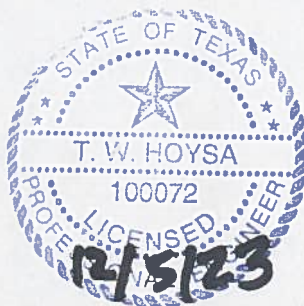
Total Improvements =	\$ 4,879.129.90
Inspection Fees (3.5%) =	\$ 170,769.55
Currently Paid Inspection Fees =	\$ 194,957.78
Remaining Inspection Fees =	\$ (24,188.23)

If we can be of any further assistance, please do not hesitate to call at 512-439-4700.

Very Truly Yours,
LJA ENGINEERING, INC.



TW Hoysa, P.E.
Senior Project Manager





DEVINE LAKE PHASE 4
CITY OF LEANDER
FINAL COST AND QUANTITIES

STREET IMPROVEMENTS LOCAL					COST
	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	CLEARING AND GRUBBING LOC	42.00	AC	\$ 1,985.00	\$ 83,370.00
2	SUBGRADE PREPARATION	14,525.00	SY	\$ 1.35	\$ 19,608.75
3	BIAXIAL GEOGRID (TENSAR TX-130S OR EQUIVALENT)	14,525.00	SY	\$ 2.05	\$ 29,776.25
4	8" CLB (3' BOC)	14,525.00	SY	\$ 9.00	\$ 130,725.00
5	2" HMAC	10,555.00	SY	\$ 16.00	\$ 168,880.00
6	CURB & GUTTER	7,075.00	LF	\$ 14.10	\$ 99,757.50
7	5' SIDEWALK	2,015.00	LF	\$ 28.70	\$ 57,830.50
8	CONCRETE VALLEY GUTTERS	3.00	EA	\$ 4,905.00	\$ 14,715.00
9	ADA RAMPS	16.00	EA	\$ 1,100.00	\$ 17,600.00
10	EXCAVATION, INCLUDING CUT FROM POND AREA	49,645.00	CY	\$ 2.50	\$ 124,112.50
11	EMBANKMENT, INCLUDING FILL FROM UTILITY SPOILS	54,965.00	CY	\$ 2.50	\$ 137,412.50
12	12' GRAVEL DRIVEWAY FOR POND	1.00	EA	\$ 3,185.00	\$ 3,185.00
13	STREET LIGHTS	25.00	EA	\$ 6,185.00	\$ 154,625.00
14	STREET SIGNS AND STOP BAR	7.00	EA	\$ 980.00	\$ 6,860.00
15	STRIPING & PAINTING	1.00	LS	\$ 8,045.00	\$ 8,045.00
16	GUARD RAIL	785.00	LF	\$ 46.30	\$ 36,345.50
17	RETAINING WALL, ALONG THE BACK OF LOTS PHASE 3	2,215.00	SF	\$ 28.70	\$ 63,570.50
18	TEMPORARY BARRICADES	4.00	EA	\$ 1,380.00	\$ 5,520.00
19	10' TRAIL	2,805.00	LF	\$ 56.20	\$ 157,641.00
20	TRAIL CREEK CROSSING, 3-18" RCP CLASS III WITH 6:1 S.E.T. EACH WAY	1.00	LS	\$ 12,775.00	\$ 12,775.00
21	PRE-CON SILT FENCE, INC MAINTENANCE AND REPAIR DURING CONSTRUCTION	11,880.00	LF	\$ 3.85	\$ 45,738.00
22	POST-CON SILT FENCE	7,060.00	LF	\$ 3.05	\$ 21,533.00
23	TREE PROTECTION	60.00	LF	\$ 8.25	\$ 495.00
24	INLET PROTECTION	20.00	EA	\$ 99.20	\$ 1,984.00
25	STABILIZED CONSTRUCTION ENTRANCE	1.00	EA	\$ 1,600.00	\$ 1,600.00
26	CONCRETE WASHOUT	1.00	EA	\$ 716.00	\$ 716.00
27	ROCK BERM	160.00	LF	\$ 28.70	\$ 4,592.00
28	OUTFALL RIPRAP	1.00	LS	\$ 24,400.00	\$ 24,400.00
29	TEMPORARY RESTORATION/REVEGETATION INCLUDING ALL AREAS IN EASEMENTS, TEMPORARY SPOILS DISPOSAL AREA, AND OFF-SITE BORROW AREA MEETING THE REQUIREMETN 1.4.5	175,300.00	SY	\$ 0.20	\$ 35,060.00
30	PERMANENT RESTORATION/REVEGETATION INCLUDING DETENTION PONDS & AREAS BETWEEN ROW & BACK OF CURB	28,000.00	SY	\$ 1.00	\$ 28,000.00
31	REVEGETATION MATTING	1,730.00	SY	\$ 1.55	\$ 2,681.50
Total					\$ 1,499,154.50

STREET IMPROVEMENTS - SAN GABRIEL PARKWAY					COST
	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	SUBGRADE PREPARATION	740.00	SY	\$ 1.30	\$ 962.00
2	BIAXIAL GEOGRID (TENSAR TX-130S OR EQUIVALENT)	740.00	SY	\$ 3.80	\$ 2,812.00
3	23" CLB (3' BOC)	740.00	SY	\$ 27.80	\$ 20,572.00
4	6" HMAC	560.00	SY	\$ 50.40	\$ 28,224.00
5	CURB & GUTTER	400.00	LF	\$ 14.10	\$ 5,640.00
6	10' SIDEWALK	200.00	LF	\$ 50.70	\$ 10,140.00
7	DEMOLITION AND REPLACE OR REMOVE AND RELOCATE EXISTING STORM SEWER SYSTEM AT SAN GABRIEL PARKWAY	1.00	LS	\$ 15,200.00	\$ 15,200.00
8	STRIPING	1.00	LS	\$ 1,380.00	\$ 1,380.00
Total					\$ 84,930.00

DRAINAGE IMPROVEMENTS					COST
	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	10' TYPE 1 CURB INLET	19.00	EA	\$ 5,790.00	\$ 110,010.00
2	18" CLASS III RCP	1,235.00	LF	\$ 55.30	\$ 68,295.50
3	24" CLASS III RCP	305.00	LF	\$ 76.90	\$ 23,454.50
4	30" CLASS III RCP	536.00	LF	\$ 115.00	\$ 61,640.00
5	36" CLASS III RCP	496.00	LF	\$ 161.00	\$ 79,856.00
6	42" CLASS III RCP	16.00	LF	\$ 179.00	\$ 2,864.00
7	48" CLASS III RCP	198.00	LF	\$ 251.00	\$ 49,698.00
8	5'X5' BOX STORM SEWER MANHOLE	2.00	EA	\$ 5,795.00	\$ 11,590.00
9	6'X6' BOX STORM SEWER MANHOLE	6.00	EA	\$ 7,225.00	\$ 43,350.00
10	7'X7' BOX STORM SEWER MANHOLE	1.00	EA	\$ 13,500.00	\$ 13,500.00
11	9-8'X3' MBC, PER TXDOT DETAILS	80.00	LF	\$ 6,435.00	\$ 514,800.00
12	13-8'X3' MBC, PER TXDOT DETAILS	60.00	LF	\$ 8,595.00	\$ 515,700.00
13	HEADWALL FOR 8'X3' MBC, PER TXDOT DETAILS	4.00	EA	\$ 73,250.00	\$ 293,000.00
14	VE 42" H 2 RAIL ORNAMENTAL IRON FENCE HANDRAIL	625.00	LF	\$ 82.70	\$ 51,687.50
15	SAFETY END TREATMENT	4.00	EA	\$ 1,985.00	\$ 7,940.00
16	TRENCH SAFETY	2,786.00	LF	\$ 1.10	\$ 3,064.60
17	BATCH DETENTION POND 4 W/SOLENOID CONTROL VALVE RAIN SENSOR, MANHOLE, TRASH RACK, AND ALL OTHER APPURTENANCES EXCLUDING MASS GRADING AND PERMANENT REVEGETATION, TEMPORARY SKIMMER	1.00	LS	\$ 115,200.00	\$ 115,200.00
				Total	\$ 1,965,650.10

WATER IMPROVEMENTS					COST
	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	CONNECT TO EXISTING WATERLINE SYSTEM AT STUB	1.00	EA	\$ 3,205.00	\$ 3,205.00
2	8" WATERLINE, AWWA C900, CLASS 350, (DR14)	3,726.00	LF	\$ 69.30	\$ 258,211.80
3	8" GAVE VALVE AND BOX	10.00	EA	\$ 3,195.00	\$ 31,950.00
4	5-1/4" FIRE HYDRANT, INCLUDING 6" DI LEAD, 6" GV & BOX VALVE	5.00	EA	\$ 6,910.00	\$ 34,550.00
5	IRRIGATION SERVICE	1.00	EA	\$ 5,950.00	\$ 5,950.00
6	DOUBLE WATER SERVICE ON 8" WL	31.00	EA	\$ 1,790.00	\$ 55,490.00
7	SINGLE WATER SERVICE ON 8" WL	9.00	EA	\$ 1,630.00	\$ 14,670.00
8	TRENCH SAFETY	3,726.00	LF	\$ 1.10	\$ 4,098.60
9	16" STEEL ENCASEMENT	130.00	LF	\$ 128.00	\$ 16,640.00
10	IRRIGATION SLEEVING, 1X6" AND 2X4" PVC	90.00	LF	\$ 98.40	\$ 8,856.00
				Total	\$ 433,621.40

WASTEWATER IMPROVEMENTS					COST
	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	CONNECT TO EXISTING WASTEWATER SYSTEM AT STUB	1.00	EA	\$ 2,005.00	\$ 2,005.00
2	8" WWL, 0-8' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	265.00	LF	\$ 41.40	\$ 10,971.00
3	8" WWL, 8-10' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	258.00	LF	\$ 41.40	\$ 10,681.20
4	8" WWL, 10-12' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	203.00	LF	\$ 58.90	\$ 11,956.70
5	8" WWL, 12-14' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	223.00	LF	\$ 67.60	\$ 15,074.80
6	8" WWL, 14-16' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	257.00	LF	\$ 83.00	\$ 21,331.00
7	8" WWL, 16-18' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	168.00	LF	\$ 101.00	\$ 16,968.00
8	18" WWL, 16-18' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	568.00	LF	\$ 171.00	\$ 97,128.00
9	18" WWL, 18-20' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	673.00	LF	\$ 184.00	\$ 123,832.00
10	21" WWL, 18-20' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	372.00	LF	\$ 236.00	\$ 87,792.00
11	21" WWL, 20-22' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	335.00	LF	\$ 261.00	\$ 87,435.00
12	4' DIAMETER, WWMH, 0-8' DEPTHS, INCLUDING BOLTED COVER	8.00	EA	\$ 6,085.00	\$ 48,680.00
13	4' DIAMETER (18" WWL), WWMH 0-8' DEPTHS, INCLUDING BOLTED COVER	10.00	EA	\$ 6,170.00	\$ 61,700.00
14	4' DIAMETER (21" WWL), WWMH 0-8' DEPTHS, INCLUDING BOLTED COVER	4.00	EA	\$ 6,275.00	\$ 25,100.00
15	4' DIAM (8" WWL) WWMH EXTRA DEPTH	23.00	VF	\$ 619.00	\$ 14,237.00
16	4' DIA (18" WWL) WWMH EXTRA DEPTH	98.00	VF	\$ 488.00	\$ 47,824.00
17	4' DIA (21" WWL) WWMH EXTRA DEPTH	50.00	VF	\$ 619.00	\$ 30,950.00
18	DOUBLE WASTEWATER SERVICE ON 8" WWL	20.00	EA	\$ 1,730.00	\$ 34,600.00
19	DOUBLE WASTEWATER SERVICE ON 18" WWL	15.00	EA	\$ 1,740.00	\$ 26,100.00
20	SIGNLE WASTEWATER SERVICE ON 18" WWL	1.00	EA	\$ 1,545.00	\$ 1,545.00
21	30" STEEL ENCASEMENT	240.00	LF	\$ 214.00	\$ 51,360.00
22	TRENCH SAFETY	3,322.00	LF	\$ 1.10	\$ 3,654.20
23	GRAVEL FOR GROUND WATER MITIGATION	1,750.00	CY	\$ 35.50	\$ 62,125.00
24	6" PVC FOR GROUND WATER MITIGATION	60.00	LF	\$ 45.40	\$ 2,724.00
Total					\$ 895,773.90

TOTAL CONSTRUCTION COSTS			
ITEM	DESCRIPTION	COST AMOUNT	
	STREET IMPROVEMENTS LOCAL	\$	1,499,154.50
	STREET IMPROVEMENTS - SAN GABRIEL PARKWAY	\$	84,930.00
	DRAINAGE IMPROVEMENTS	\$	1,965,650.10
	WATER IMPROVEMENTS	\$	433,621.40
	WASTEWATER IMPROVEMENTS	\$	895,773.90
GRAND TOTAL		\$	4,879,129.90
2 YRS @ 10%		\$	487,912.99

LOGAN GIBSEN

Project Manager - Five Star Civil Construction

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

STATE OF TEXAS
COUNTY OF

Date: 2-9-24

Developer: Leander Homes, Inc

Contractor/Material

Provider ("Affiant"): Five Star Civil Construction, LLC

Project: Devine Lake Ph.4 21-PLCP-029

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 11th day of Feb, 2024.

Initialed: MC

PAGE 1 of 2

AFFIANT:

Signature: _____

Typed Name: Matt Cummings

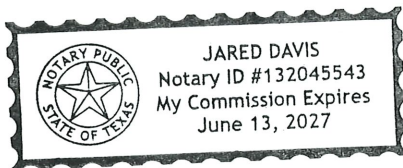
Title: VP of Project Management

STATE OF TEXAS
COUNTY OF Williamson

BEFORE ME the undersigned authority on this day personally appeared Matt Cummings, known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of 2, 24.

[S E A L]



Notary in and for the State of Texas

Name: Jared Davis

My commission expires: 6-13-27

Initialed: _____

PAGE 2 of 2



EXECUTIVE SUMMARY
4/18/2024

AGENDA SUBJECT:

Acceptance of public improvements for Barksdale Phase 1 (PICP-22-0029).

BACKGROUND:

The public infrastructure improvements required for Barksdale Phase 1 have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this project has been received, including the record drawings, statement of substantial completion prepared by a professional engineer licensed by the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2)- year term maintenance bond.

The maintenance bond will commence its two (2)- year term upon City Council acceptance, as anticipated, on April 18, 2024, which will provide warranty and maintenance coverage for public infrastructure improvements through April 18, 2026. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, quality construction, or maintenance are corrected prior to expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommend the City Council's formal acceptance of Barksdale Phase 1 public infrastructure improvements.

PRESENTER:

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

Fiscal Impact

Attachments:

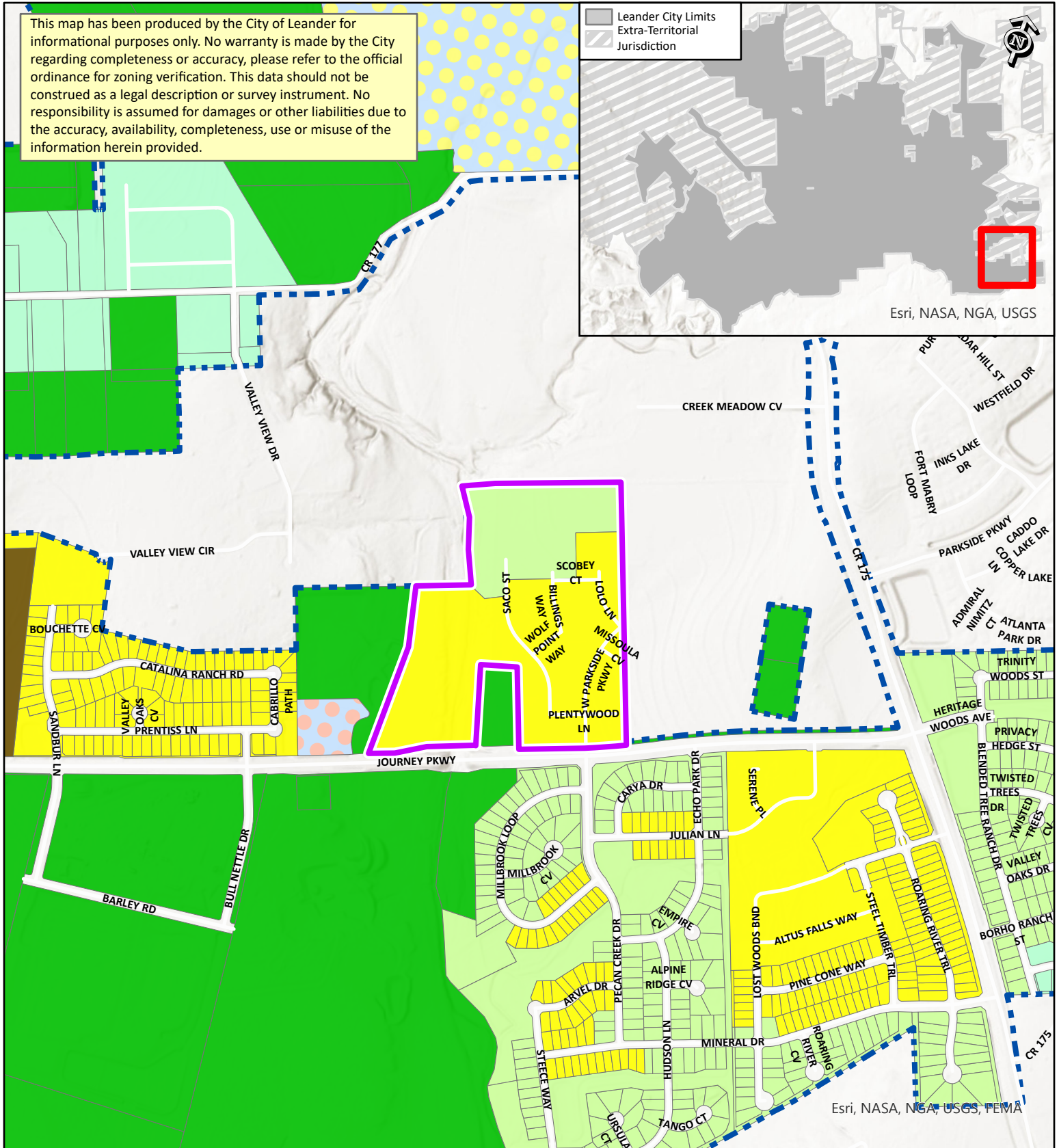
1. Acceptance Documents - Barksdale Phase 1

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

Leander City Limits
Extra-Territorial
Jurisdiction



Esri, NASA, NGA, USGS

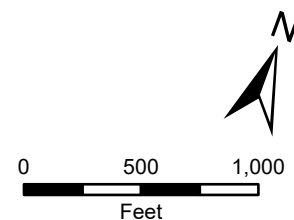
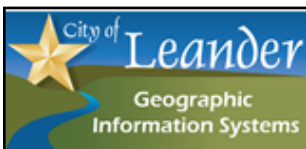


Esri, NASA, NGA, USGS, FEMA

SUBDIVISION ACCEPTANCE

Barksdale Ph 1 - PICIP-22-0029

- Accepted Subdivision
- LEAD.DBO.Subdivision_Plats
- City Limits
- RESIDENTIAL
 - SFR - Single-Family Rural
 - SFS - Single-Family Suburban
 - SFU - Single-Family Urban
 - SFC - Single-Family Compact
- MF - Multi-Family
- PUD LAND USE
 - PUD - Single-Family
 - PUD - Local Office





January 30, 2024

Kyle Kriegel
MI Homes of Austin, LLC
7600 N. Capital of Texas Hwy., Bldg C, Suite 250
Austin, TX 78631

TDLR Project Number: TABS2023019190

PROJECT:

Barksdale
501 Jorney Pkwy
Leander, TX 78641

INSPECTION COMPLETED – NO VIOLATIONS

Dear Kyle Kriegel:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

The inspection results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner up on receipt of a completed Notice of Substantial Compliance Request Form.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L/ 101-336), or any other state, local, or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

Please reference the TABS number in all future correspondence pertaining to this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clint Ryan'.

Clint Ryan, RAS #1333

Engineer's Concurrence for Project Acceptance

Project: Barksdale Phase 1 Date: 02/29/2024

City of Leander Issued Permit Number: PICP-22-0029

Owner's Name & Address

M/I Homes of Austin, LLC.
7600 N. Capital of Texas Hwy
Bldg C STE 250 Austin, TX 78731

Consultant Engineer's Name & Address

Alex Granados
501 S. Austin Ave STE 1310
Georgetown, TX 78626

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

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



Alejandro E. Granados Rico

02/29/2024

(SEAL)

Alejandro E. Granados Rico

Signature

Alex Granados

Typed Name

Kimley-Horn and Associates, Inc.

Engineering Firm Name

F-928

Registered Engineering Firm Number

MAINTENANCE BOND
Subdivision Improvements

Bond Number: 2352510

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Liberty Civil Construction, LLC
as Principal, whose address is 2937 Hero Way Leander, TX 78641 and
Swiss Re Corporate Solutions America Insurance Corporation a Corporation organized under the
laws of the State of Missouri, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Five Hundred Thirty-two Thousand Five Hundred Eighty-nine & 59/100
(\$ 532,589.59) to which payment will and truly to be made we do bind ourselves, our and each
of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by
these presents.

WHEREAS, the said Principal has constructed Barksdale Phase 1 Public Improvement Construction Plans, Project #PICP-22-0029
(the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby
expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

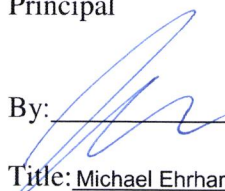
This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 21st day of March, 2024.

Liberty Civil Construction, LLC

Principal

By: 

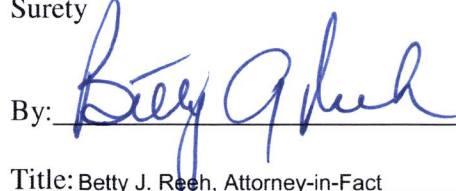
Title: Michael Ehrhardt, President

Address: 2937 Hero Way

Leander, TX 78641

Swiss Re Corporate Solutions America Insurance Corporation

Surety

By: 

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

Address: 1200 Main St., Suite 800

Kansas City, MO 64105

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

Acrisure Texas Risk Advisors & Insurance Services, LLC

32335 US Highway 281 S, Suite 1201 Bulverde, TX 78163

(Seal)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

BETTY J. REEH, CLARK D. FRESHER, BRYAN K. MOORE, ANDREW ADDISON, ELIZABETH ORTIZ,

ANA OWENS, PATRICK COYLE, PATRICIA ANN LYTTLE, AND MICHAEL D. HENDRICKSON

JOINTLY OR SEVERALLY

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

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

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

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

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



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of March, 20 24

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

IMPORTANT NOTICE

In order to obtain information or make a complaint:

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

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

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

1- 800-252-3439

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

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

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

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

Usted puede llamar al numero de telefono gratis de **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

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

1- 800-252-3439

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

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

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



March 19, 2024
Sarvesh Dhakal
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Attn,

The following is the information as applicable to the Final Cost and Quantities, and inspection fee settle up of the Barksdale Phase 1 Project #PICP-22-0029 of this "project"

Name on Approved Construction Documents: Barksdale Phase 1 Public Improvement Construction Plans, Project #PICP-22-0029, City of Leander, Williamson County, Texas

Final Plat Legal Name as Recorded : Barksdale Phase 1 Final Plat (DOC #2024009129) (FP-23-0083)

Name on Bank Bond for Fiscal Posting: _____

Final Cost and Quantities:

Costs Categories	Totals
Streets	\$ 1,201,332.21
Stormwater/Drainage	\$ 2,513,850.38
Water	\$ 754,712.16
Wastewater	\$ 607,100.33
Streetlights	\$ 248,900.86
Landscape Improvements	\$ 735,301.05

Total = **\$6,061,196.99***

Total Improvements (excluding landscaping**) = \$5,325,895.94
Maintenance Bond (10%) = **\$532,589.59**

*Note that this total differs from the final pay application from the contractor as it excludes private electrical work, private gas work, and relocation of existing telecommunication infrastructure that were part of Barksdale Phase 1. The total for the developer private items is \$1,178,462.80. These items are crossed out in red on the attached quantities breakdown application attached for reference. The inspection fee receipt is also included for reference.

**Note the total for the maintenance bond amount excludes Landscaping improvements. The landscape improvements are currently incomplete and the Developer as a cash escrow posted with the City of Leander for these improvements. Lastly, note the total amount for the inspection fee settle up calculation is inclusive of the Landscape improvements cost.

Inspection fee settle up:
Total Improvements = \$6,061,196.99
Currently Paid Inspection Fees = \$129,717.21
Inspection Fees (3.5%) = \$212,141.89
Insp. Fee to be paid by developer = **\$82,424.68**



If you have any questions or require any additional information, please do not hesitate to contact me at 512-782-0602.

03/19/2024

Sincerely,

Alejandro E. Granados Rico



Alex Granados, P.E.

TBPE F-928

Attachments: Final Pay Application for Barksdale Phase 1 Final Cost and Quantities breakdown, Receipt of Currently Paid Inspection Fees

FINAL COSTS AND QUANTITIES
BARKSDALE PHASE 1
KIMLEY-HORN AND ASSOCIATES, INC. JOB NO. 067783159

CITY OF LEANDER JOB #PICP-22-0029

COST CATEGORIES	TOTALS
STREETS	\$1,201,332.21
STORMWATER/DRAINAGE	\$2,513,850.38
WATER	\$754,712.16
WASTEWATER	\$607,100.33
STREETLIGHTS	\$248,900.86
LANDSCAPE IMPROVEMENTS	\$735,301.05
TOTAL AMOUNT	\$6,061,196.99

M/I Homes Phase Codes	B Description of Work	UNIT	QTY	UNIT PRICE	C Scheduled Value
	SECTION A. EROSION CONTROL & DEMOLITION				
3220	MOBILIZATION	LS	1	\$ 117,557.59	\$ 117,557.59
3220	DEMO PER PLAN	LS	1	\$ 7,286.09	\$ 7,286.09
3210	CLEARING AND GRUBBING ROW, SPOILS AND UTILITY EASEMENTS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LS	1	\$ 19,795.00	\$ 19,795.00
3215	SILT FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	8683	\$ 3.04	\$ 26,396.32
3215	STABILIZED CONSTRUCTION ENTRANCE AS DETAILED AND SPECIFIED	EA	2	\$ 1,085.43	\$ 2,170.86
3215	CURB INLET PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	23	\$ 101.65	\$ 2,337.95
3215	AERA INLET PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	4	\$ 133.75	\$ 535.00
3215	ROCK BERM	LF	236	\$ 27.82	\$ 6,565.52
3215	REVEGETATION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	118412	\$ 1.42	\$ 168,145.04
3215	TREE PROTECTION	LS	1	\$ 16,329.63	\$ 16,329.63
3215	TEMPORARY STAGING, SPOILS AND CONCRETE WASHOUT AREA	EA	1	\$ 1,391.00	\$ 1,391.00
	SUBTOTAL SECTION A. EROSION CONTROL & DEMOLITION				\$ 368,510.00
	SECTION B. PAVING				
3610	24" CONCRETE CURB AND GUTTER COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	7173	\$ 15.45	\$ 110,822.85
3610	24" RIBBON CURB COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	77	\$ 29.03	\$ 2,235.31
3610	2" HMAC COMPLETE IN PLACE AS DETAILED AND SPECIFIED (RESIDENTIAL SECTION)	SY	8947	\$ 15.69	\$ 140,378.43
3610	3.5" HMAC COMPLETE IN PLACE AS DETAILED AND SPECIFIED (COLLECTOR SECTION)	SY	4795	\$ 26.92	\$ 129,081.40
3610	8" CRUSHED STONE FLEXIBLE BASE COURSE 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED (RESIDENTIAL SECTION)	SY	11988	\$ 9.80	\$ 117,482.40
3610	14" CRUSHED STONE FLEXIBLE BASE COURSE 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED (COLLECTOR SECTION)	SY	5720	\$ 16.13	\$ 92,263.60
3610	TENSAR TX-5 GEOGRID AS DETAILED AND SPECIFIED	SY	17708	\$ 3.79	\$ 67,113.32
3610	8" LIME STABILIZATION (RESIDENTIAL SECTION)	SY	11988	\$ 8.48	\$ 101,658.24
3610	12" LIME STABILIZATION (COLLECTOR SECTION)	SY	5720	\$ 12.13	\$ 69,383.60
3610	PREPARE SUBGRADE PREPARATION 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	17708	\$ 1.91	\$ 33,822.28
3610	SIGNAGE AND STRIPING	LS	1	\$ 7,822.36	\$ 7,822.36
3610	4" SCHEDULE 40 PVC IRRIGATION SLEEVES	LF	612	\$ 24.50	\$ 14,994.00
3610	CONCRETE SIDEWALK COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	4643	\$ 57.95	\$ 269,061.85
3610	CONCRETE RIPRAP AT 1:1 SLOPE AS SHOWN ON SIDEWALK PLAN	SY	100	\$ 147.44	\$ 14,744.00
3610	PEDESTRIAN RAMPS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	18	\$ 1,096.02	\$ 19,728.36
3610	STREET END BARRICADE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	4	\$ 1,096.75	\$ 4,387.00
3610	CONSTRUCTION STAKING	LS	1	\$ 6,353.21	\$ 6,353.21
3720	STREET LIGHTS INCLUDING CONDUIT, METER AND ALL APPURTENANCES, PER EACH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED PER COL DETAIL 402-1	EA	26	\$ 9,573.11	\$ 248,900.86
	SUBTOTAL SECTION B. PAVING				\$ 1,450,233.07
	SECTION C. DRAINAGE AND GRADING				
3250	DRAINAGE AND ROADWAY GRADING EARTHWORK TO SUBGRADE(CUT),	CY	26336	\$ 5.49	\$ 144,584.64
3250	DRAINAGE AND ROADWAY GRADING EARTHWORK (FILL), TO BE PLACED ON SITE OR STOCKPILED AT DESIGNATED AREA	CY	89031	\$ 3.48	\$ 309,827.88
3250	DRAINAGE AND ROADWAY GRADING EARTHWORK (IMPORT), TO BE PLACED ON SITE OR STOCKPILED AT DESIGNATED AREA	CY	69836	\$ 9.90	\$ 691,376.40
3250	DRAINAGE AND ROADWAY GRADING EARTHWORK (IMPORT FROM EDGEWOOD), TO BE PLACED ON SITE OR STOCKPILED AT DESIGNATED AREA	CY	-25097	\$ 9.90	\$ (248,460.30)
3310	24" CMP SIDEWALK CROSSING COMPLETE IN PLACE AS DETAILED AND SPECIFIED - SEE SHEET 62	LF	20	\$ 79.24	\$ 1,584.80
3310	4' X 2' RCB, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED - SEE SHEET 62	LF	10	\$ 245.04	\$ 2,450.40
3310	18" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1499	\$ 50.90	\$ 76,299.10
3310	24" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	131	\$ 80.91	\$ 10,599.21
3310	30" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	905	\$ 105.73	\$ 95,685.65
3310	36" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	334	\$ 134.59	\$ 44,953.06
3310	4' X 2' RCB, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	186	\$ 244.91	\$ 45,553.26
3310	6' X 3' RCB, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	836	\$ 431.18	\$ 360,466.48
3310	4' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	5	\$ 3,854.85	\$ 19,274.25
3310	5' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	7	\$ 5,239.10	\$ 36,673.70
3310	8' X 4' JUNCTION BOX	EA	1	\$ 8,934.36	\$ 8,934.36
3310	8' X 8' JUNCTION BOX	EA	1	\$ 16,618.03	\$ 16,618.03
3310	10' CURB INLET INCL. TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	23	\$ 4,786.65	\$ 110,092.95
3310	4' X 4' AREA INLET	EA	2	\$ 4,330.27	\$ 8,660.54
3310	18" HEADWALL PER COA DETAIL 508S-13 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$ 5,046.94	\$ 5,046.94
3310	24" HEADWALL PER COA DETAIL 508S-13 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$ 5,233.92	\$ 5,233.92
3310	30" HEADWALL PER COA DETAIL 508S-13 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3	\$ 5,598.05	\$ 16,794.15
3310	36" HEADWALL PER COA DETAIL 508S-13 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$ 7,927.21	\$ 7,927.21
3310	HEADWALL PER COA DETAIL 508S-15	EA	1	\$ 1,108.36	\$ 1,108.36
3310	HEADWALL PER TXDOT DETAIL SW-0	EA	3	\$ 11,355.85	\$ 34,067.55
3310	HEADWALL PER TXDOT DETAIL SW-0 W/ SET	EA	2	\$ 19,754.67	\$ 39,509.34
3310	HEADWALL PER TXDOT DETAIL FW-0	EA	1	\$ 13,287.14	\$ 13,287.14
3310	6' PVC PIPE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	655	\$ 29.96	\$ 19,623.80
3310	POND B OUTLET STRUCTURE W/ 24" RISER AS DETAILED AND SPECIFIED	EA	1	\$ 5,059.83	\$ 5,059.83
3310	SMARTBATCH DETENTION OUTLET STRUCTURE (INCLUDES CONTROLLER SYSTEM, VALVES, MANHOLES, ETC.) AS DETAILED AND SPECIFIED	EA	2	\$ 64,562.85	\$ 129,125.70
3310	WROUGHT IRON FENCE AT OUTLET STRUCTURES COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	180	\$ 42.80	\$ 7,704.00

#REF!

	B				C
M/I Homes Phase Codes	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value
3310	DETENTION POND ACCESS DRIVEWAYS	EA	2	\$ 4,797.18	\$ 9,594.36
3310	ROCK RIP RAP OUTFALL PROTECTION AS DETAILED AND SPECIFIED	SY	220	\$ 154.51	\$ 33,992.20
3310	ENGINEERED VEGETATIVE FILTER STRIPS	SY	1726	\$ 14.45	\$ 24,940.70
3310	ARMORMAX EC-75, COMPLETE IN PLACE AS DETAILED AN SPECIFIED	SY	440	\$ 53.50	\$ 23,540.00
3310	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	3891	\$ 1.07	\$ 4,163.37
3310	CONSTRUCTION STAKING	LS	1	\$ 4,307.01	\$ 4,307.01
	MASONRY RETAINING WALL COMPLETE IN PLACE AS SPECIFIED AND DETAILED. CONTRACTOR TO PROVIDE STRUCTURAL DETAILS	FF	270	\$ 51.37	\$ 13,869.00
	SUBTOTAL SECTION C. DRAINAGE AND GRADING				\$ 2,134,069.89

	SECTION D. WATER					
3410	8" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED INCLUDING FITTINGS, BENDS, & PLUGS		LF	2860	\$ 50.78	\$ 145,230.80
3410	12" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED INCLUDING FITTINGS, BENDS, & PLUGS		LF	2659	\$ 84.99	\$ 225,988.41
3410	8" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED		EA	11	\$ 2,462.91	\$ 27,092.01
3410	12" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED		EA	6	\$ 4,136.78	\$ 24,820.68
3410	SINGLE WATER SERVICE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED		EA	18	\$ 1,492.90	\$ 26,872.20
3410	DOUBLE WATER SERVICE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED		EA	21	\$ 1,619.12	\$ 34,001.52
3410	12" BLOW-OFF VALVE WITH THRUSTING BLOCK		EA	2	\$ 3,201.14	\$ 6,402.28
3410	8" BLOW OFF VALVE WITH THRUSTING BLOCK		EA	3	\$ 2,724.67	\$ 8,174.01
3410	8" AIR RELEASE VALVE		EA	1	\$ 4,704.67	\$ 4,704.67
3410	12" PRESSURE REDUCING VALVE AND CONCRETE VAULT PER SPECIFICATIONS IN PLANS		EA	1	\$ 102,515.12	\$ 102,515.12
3410	CONNECT TO EXISTING WATER LINE AND REMOVE EX. BLOWOFF VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED		EA	1	\$ 1,870.67	\$ 1,870.67
3410	FIRE HYDRANT ASSEMBLY (6" VALVE, 6" DUCTILE IRON LEED, AND TEE) COMPLETE IN PLACE AS DETAILED AND SPECIFIED		EA	14	\$ 7,365.38	\$ 103,115.32
3410	REMOVE AND REPLACE CONCRETE DRIVEWAY ALONG JOURNEY PARKWAY ALONG PROPOSED 12" WATERLINE		LF	45	\$ 52.53	\$ 2,363.85
3410	CONCRETE TRENCH CAP PER COA DETAIL 5105-1		LF	101	\$ 195.92	\$ 19,787.92
3410	DEWATERING - COMPLETE IN PLACE, AS DETAILED AND SPECIFIED INCLUDING FILTRATION SOCK		LS	1	\$ 9,189.38	\$ 9,189.38
3410	SAFETY TRENCH COMPLETE IN PLACE AS DETAILED AND SPECIFIED		LF	5519	\$ 0.54	\$ 2,980.26
3410	TESTING (HYDROSTATIC) & CHLORINATION		LF	5519	\$ 1.74	\$ 9,603.06
	SUBTOTAL SECTION D. WATER					\$ 754,712.16

	SECTION E. WASTEWATER					
3510	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED		LF	3781	\$ 52.93	\$ 200,128.33
3510	SINGLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED		EA	14	\$ 1,901.06	\$ 26,614.84
3510	DOUBLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED		EA	24	\$ 2,059.85	\$ 49,436.40
3510	4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, (ALL DEPTHS) INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED		EA	13	\$ 6,543.41	\$ 85,064.33
3510	4' DIAMETER PRECAST CONCRETE WASTEWATER DROP MANHOLE, (ALL DEPTHS) INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED		EA	3	\$ 10,718.63	\$ 32,155.89
3510	4' DIAMETER BOLTED AND GASKETED PRECAST CONCRETE WASTEWATER MANHOLE, (ALL DEPTHS) INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED		EA	4	\$ 6,835.79	\$ 27,343.16
3510	CORE INTO EX WW MH		EA	1	\$ 3,153.34	\$ 3,153.34
3510	END AND PLUG 8" PVC		EA	4	\$ 501.95	\$ 2,007.80
3510	BORE AND 18" STEEL ENCASMENT COMPLETE IN PLACE AS DETAILED AND SPECIFIED		LF	69	\$ 531.19	\$ 36,652.11
3510	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED		LF	3781	\$ 1.07	\$ 4,045.67
3510	TESTING		LF	3781	\$ 1.96	\$ 7,410.76
	SUBTOTAL SECTION E. WASTEWATER					\$ 474,012.63

#REF!

M/I Homes Phase Codes	B		C		
	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value
	SECTION F. MISCELLANEOUS				
3710	ELECTRICAL SYSTEM INCLUDING ALL APPURTENANCES COMPLETE IN PLACE AS DETAILED AND SPECIFIED (CONTRACTOR TO PROVIDE A SCHEDULE OF VALUES PRIOR TO CONTRACT EXECUTION) (EXCLUDING STREET LIGHTS)	LS	±	\$ 249,395.57	\$ 249,395.57
3740	PRIVATE GAS SYSTEM INCLUDING ALL APPURTENANCES COMPLETE IN PLACE AS DETAILED AND SPECIFIED (CONTRACTOR TO PROVIDE A SCHEDULE OF VALUES PRIOR TO CONTRACT EXECUTION)	LS	±	\$ 150,487.05	\$ 150,487.05
3740	RELOCATION OF EXISTING TELECOMMUNICATION INFRASTRUCTURE ALONG JOURNEY PARKWAY (CONTRACTOR TO ASSUME EXISTING 4" SCH 40 PVC CONDUIT SHALL BE RELOCATED TO BE 3' SOUTH OF THE PROPOSED 12" WATERLINE ALIGNMENT ALONG JOURNEY PARKWAY) (ADDITIONAL COORDINATION WITH AT&T NECESSARY TO VERIFY SIZE AND USE OF EXISTING TELECOM INFRASTRUCTURE)	LF	250	\$ 26.78	\$ 6,695.00
	SUBTOTAL SECTION F. MISCELLANEOUS				\$ 406,578.52
	TOTAL BASE BID				\$ 5,588,116.27
	CHANGE ORDER #1				
	TRANCH DRAIN W/MIRAFI 160 FILTER FABRIC AND BEDDING MATERIAL	LF	1400	\$ 88.77	\$ 124,275.20
	6" PVC	LF	150	\$ 58.75	\$ 8,812.50
	SUBTOTAL CHANGE ORDER #1				\$ 133,087.70
	CHANGE ORDER #2				
	Trench Excavation	LF	350	\$ 12.03	\$ 4,208.75
	2" Conduit	LF	210	\$ 12.15	\$ 2,551.50
	2" Poly Riser	EA	±	\$ 2,276.80	\$ 2,276.80
	2" Poly Pipe	LF	300	\$ 6.16	\$ 1,848.75
	4" Poly Pipe	LF	50	\$ 13.64	\$ 681.88
	4" Sleeve	LF	70	\$ 17.86	\$ 1,250.38
	2" Valve	EA	±	\$ 304.19	\$ 304.19
	Place Spills on Site	CY	1500	\$ 6.00	\$ 9,000.00
	Relocation of Existing Telecom	EA	±	\$ 6,695.00	\$ (6,695.00)
	SUBTOTAL CHANGE ORDER #2				\$ 15,427.24
	CHANGE ORDER #3				
	Fall Protection Hand Rail	LF	65	\$ 99.52	\$ 6,468.80
	Rock Rip Rap	SY	168	\$ 154.51	\$ 25,957.68
	SUBTOTAL CHANGE ORDER #3				\$ 32,426.48

FINAL COSTS AND QUANTITIES

#REF!

M/I Homes Phase Codes	B		C	
	Description of Work	UNIT	QTY	Scheduled Value
	LANDSCAPING IMPROVEMENTS			
1	65 GAL BURR OAK	EA	29.00	\$ 675.00
2	65 GAL CHINKAPIN OAK	EA	31.00	\$ 675.00
3	65 GAL SOUTHERN LIVE OAK	EA	32.00	\$ 675.00
4	30 GAL TUSCARORA CRAPE MYRTLE	EA	6.00	\$ 250.00
5	30 GAL TEXAS MOUNTAIN LAUREL	EA	15.00	\$ 300.00
6	5 GAL FORTNIGHT LILY	EA	388.00	\$ 30.00
7	5 GAL DWARF YAUPON	EA	195.00	\$ 30.00
8	5 GAL BURGUNDY LOROPETALUM	EA	72.00	\$ 30.00
9	5 GAL DOUBLE KNOCKOUT ROSE	EA	156.00	\$ 30.00
10	5 GAL AUTUMN SAGE	EA	66.00	\$ 30.00
11	3 GAL GULF MUHLY	EA	172.00	\$ 30.00
12	1 GAL MEXICAN FEATHERGRASS	EA	212.00	\$ 10.00
13	1 GAL RED YUCCA	EA	11.00	\$ 30.00
14	1 GAL SILVER PONYFOOT	EA	58.00	\$ 10.00
15	1 GAL TRAILING LAVENDER LANTANA	EA	386.00	\$ 10.00
16	BAGS OF MULCH	EA	1,600.00	\$ 6.00
17	BERMUDA SOD	EA	145.00	\$ 225.00
18	NATIVE HYDRO	EA	3,867.00	\$ 1.15
19	BROWN STEEL EDGING	EA	2,528.00	\$ 6.50
20	PERMANENT IRRIGATION	EA	1.00	\$ 111,800.00
21	SCRAPE, HAUL, & 6" LOAM FOR SOD	EA	1.00	\$ 38,945.00
22	SCRAPE, HAUL, & 6" MIX FOR BEDS	EA	1.00	\$ 14,125.00
23	SCRAPE, HAUL, & 2" LOAM FOR HYDRO	EA	1.00	\$ 12,185.00
24	BRAZOS RIVER ROCK	EA	1.00	\$ 2,187.00
25	BOULDERS	EA	6.00	\$ 175.00
25	8" SCREEN WALL W/ 2.25" CAP (6 FT TALL)	LF	1,842.00	\$ 104.00
26	ENGINEERED CONCRETE FOOTING (CLAY)	LF	1,842.00	\$ 76.00
27	2X2 COLUMN W/ 2.25" CAP (6.5 FT TALL)	EA	23.00	\$ 1,070.00
28	ENGINEERED CONCRETE FOOTING	EA	23.00	\$ 225.00
29	MASONRY	EA	1.00	\$ 8,875.00
30	MONUMENT SIGN	EA	1.00	\$ 15,225.00
	SUBTOTAL LANDSCAPE IMPROVEMENTS			\$ 735,301.05

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: March 21, 2023

Developer: M/I Homes of Austin, LLC.

Contractor/Material
Provider ("Affiant"): Liberty Civil Construction, LLC.

Project: **Barksdale Phase 1 Public Improvements Construction Plans
(PICP-22-0029)**

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

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

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

Initialed: 

PAGE 1 of 2

SUBSCRIBED AND SWORN TO BY Affiant on this 21st day of March, 2024.

AFFIANT:

Signature: _____

Typed Name: Michael Ehrhardt

Title: President

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME the undersigned authority on this day personally appeared, Michael Ehrhardt, known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of March, 2024.

[SEAL]



Notary in and for the State of Texas

Name: Stacy Small

My commission expires: 03/04/2028

Initialed: _____

PAGE 2 of 2



EXECUTIVE SUMMARY
4/18/2024

AGENDA SUBJECT:

Approval of an expenditure Supplemental Contract No. 2 with Alan Plummer Associates, Inc. for the Brushy Creek Regional Wastewater System (BCRWWS) East Wastewater Treatment Plant (WWTP) Expansion (Construction Phase Services) Project in the amount of \$250,000.00 with Leander's allocation being \$105,750.00.

BACKGROUND:

Brushy Creek Regional Wastewater System (BCRWWS) started construction in 2020 to expand the capacity of the East Regional Wastewater Treatment Plant (WWTP) to 30 million gallons per day (MGD). BCRWWS contracted with Alan Plummer Associates, Inc. for engineering services as well as for Resident Project Representative (RPR) services. RPR services cover inspection of construction, construction change order documentation, construction pay application review, etc. Construction has extended past the contract date and these RPR services are to oversee construction through to the point of substantial completion.

This request is for the approval of Supplemental Agreement No. 2 in the amount of \$250,000.00 with Alan Plummer Associates, Inc. This Supplemental Agreement is for RPR and engineering services through the remainder of construction to the point of substantial completion, regardless of the date of substantial completion. For the stated amount, Plummer is going to work with the contractor to get to substantial completion.

The total cost of Supplemental Agreement No. 2 is \$250,000.00 which will be shared by the four (4) participating cities based on the amount of capacity each City is receiving during the expansion project. The City of Leander cost allocation is 42.3%, which is \$105,750.00.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of Supplemental Contract No. 2 with Alan Plummer Associates, Inc. for the BCRWWS East WWTP Expansion (Construction Phase Services) Project.

PRESENTER:

Dan Grimsbo, PE, Executive Director of Infrastructure

Fiscal Impact

Amount requested: \$105,750.00

Approved in current budget (Yes / No):

No

Expenditure (New / Amended): New

Recurring or one-time: One-time

Fund source (Operating / Utility / etc.):

Utility CIP Fund Reserves (27-03-8752)

Attachments:

1. East WWTP Expansion - Plummer Supplemental #2
2. Map

RESOLUTION NO. R-2024-043

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Alan Plummer Associates, Inc. for the BCRWWS East WWTP Expansion (Construction Phase Services) Project, and

WHEREAS, Alan Plummer Associates, Inc. has submitted Supplemental Contract No. 2 to the Contract to modify the provisions for the scope of services and to increase the compensation, and

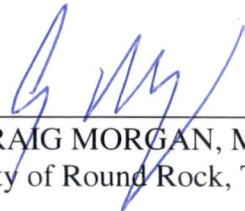
WHEREAS, the City Council desires to enter into said Supplemental Contract No. 2 with Alan Plummer Associates, Inc., Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 2 to the Contract with Alan Plummer Associates, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

The City Council 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 22nd day of February, 2024.



CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:



MEAGAN SPINKS, City Clerk

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**SUPPLEMENTAL CONTRACT NO. 2
TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: ALAN PLUMMER ASSOCIATES, INC. (“Engineer”)
ADDRESS: 8911 North Capital of Texas Highway, Suite 1250, Austin, TX 78759
PROJECT: BCRWWS East WWTP Expansion (Construction Phase Services)

This Supplemental Contract No. 2 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Alan Plummer Associates, Inc., hereinafter called the "Engineer."

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the “Contract,” on the 9th day of April, 2020 for the BCRWS East WWTP Expansion (Construction Phase Services) Project in the amount of \$4,931,846.00; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 1 on the 14th day of September, 2023 to amend the scope of services and to increase the compensation by \$144,715.11 to a total of \$5,076,561.11; 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 \$250,000.00 to a total of \$5,326,561.11;

NOW THEREFORE, premises considered, the City 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 \$250,000.00 the maximum amount payable under the Contract for a total of \$5,326,561.11, as shown by the attached Addendum to Exhibit D.

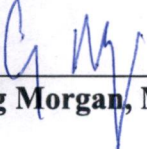
IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

ALAN PLUMMER ASSOCIATES, INC.

By:  Brian Beach, PE CCM
Principal
2/5/24
Date

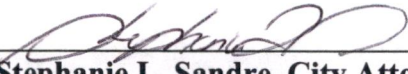
Digitally signed by Brian Beach, PE CCM
DN: c=US, E=bbeach@plummer.com, O="Plummer
Associates, Inc.", OU=Construction Manager, CN="Brian
Beach, PE CCM"
Date: 2024.02.05 14:39:05-06'00'

CITY OF ROUND ROCK

By: 
Craig Morgan, Mayor

Date 2/22/24

APPROVED AS TO FORM:


Stephanie L. Sandre, City Attorney

ADDENDUM TO EXHIBIT B

Engineering Services

CITY OF ROUND ROCK

Brushy Creek Construction Services

Additional Resident Project Representative Services

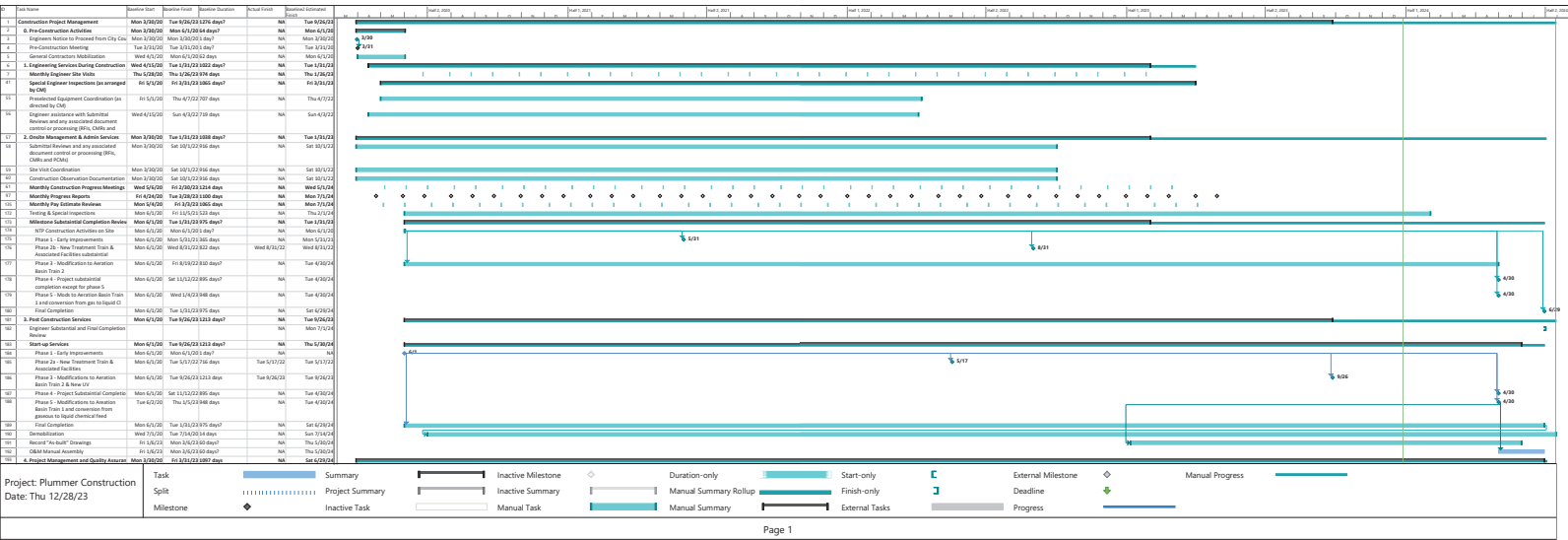
1 Onsite Resident Project Representative (RPR) Services

- 1.1 During construction of the Brushy Creek Construction Phase Services, Plummer shall provide an onsite resident project representative (RPR), in accordance with the CITY OF ROUND ROCK recommendations, who shall review the work of the construction contractor and report to CITY OF ROUND ROCK, the Construction Manager, and the construction contractor opinions of the contractor's fulfillment of these recommended actions and adherence to the plans and specifications. The RPR shall be project representative and shall endeavor to protect CITY OF ROUND ROCK against defects and deficiencies in the work and to observe the work is carried out in conformance with the plans and specifications. However, the RPR neither guarantees the performance of the contractor nor assumes responsibility for the contractor's failure to perform work in accordance with the contract documents.
- 1.2 The RPR will be the primary point of contact and communication for all parties on the Brushy Creek Expansion project. The RPR shall always have access to the Work whenever it is in preparation or progress. RPR is based on an average of 40 hours per week. The onsite project representative shall be provided as described below:
 - 1.2.1 Brushy Creek Construction Services RPR – Average 40 hours per week, for the duration of the project until substantial completion of the project. Substantial completion projected in April of 2024.
 - 1.2.2 We have included additional Engineering support by the Engineering PM
 - 1.2.3 We have included additional electrical services required to get to substantial completion.
- 1.3 Construction Observation
 - 1.3.1 The onsite RPR will provide field observation for conformance of the contractor's work with plans and specifications and notify the contractor and City of Round Rock of any observed nonconforming work and monitor the progress of the contractor's corrective actions. The onsite RPR shall not be responsible for means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incident to the work of the contractor.
- 1.4 Project Documentation
 - 1.4.1 The RPR will maintain daily reports, including project progress, notes, photos, videos, for monitoring and documenting the observed work in a field report for each visit. The daily report will include notes on personnel onsite, observed construction activities, and testing agencies. RPR report is attached to this scope of work.
 - 1.4.2 Exclusions Plummer hereby excludes any work not specifically listed above such as as-built drawings, construction administration, or Engineer of Record duties. Plummer has not included an additional time for arbitration of change orders beyond substantial completion.

ADDENDUM TO EXHIBIT C
Work Schedule

Attached Behind This Page

BRUSHY CREEK REGIONAL WASTEWATER TREATMENT SYSTEM
EAST PLANT EXPANSION TO 30 MGD
ADJUSTED BASELINE 2 SCHEDULE TO 49 MONTHS
FOR RPR & ENGINEERING SUPPORT



ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

Amendment #2 - Additional Support

From: 10/2/2023 To: Substantial Completion

Project: 0982-003-07 Round Rock Brushy Creek Construction-Brushy Creek Construction Phase Services
PM: Hutton, Perran

PIC: Coonan, Steve Client: 0982 City of Round Rock

WBS Budget & Actuals	Bgt Hrs.	Bgt Labor	Actual Labor	Bgt Expense	Actual Exp.	Budget Sub	Actual Sub	Total Budget	Total Actual
F Additional RPR Services - Amendment 2	1,053.00	203,420.25	0.00	10,000.00	0.00	36,580.00	0.00	\$250,000	0.00
26 RPR Services	955.00	187,661.00	0.00	10,000.00	0.00	0.00	0.00	155,281.70	0.00
27 Engineering Support	98.00	15,759.25	0.00	0.00	0.00	0.00	0.00	24,163.75	0.00
Allocated Labor				Alloc Hrs	ETC	Actual Hrs	Alloc Amount	ETC Amount	Actual Labor
F Additional RPR Services - Amendment 2				1,053.00	0.	0.	203,420.25	0.00	0.00
26 RPR Services				955.00	00	00	187,661.00	0.00	0.00
Construction Manager IV				684.	0.00	0.00	113,648.00	0.00	0.00
Principal I				00	0.00	0.00	74,013.00	0.00	0.00
27 Engineering Support				98.00	0.00	0.00	15,759.25	0.00	0.00
Project Manager				72.00	0.00	0.00	15,759.25	0.00	0.00
Principal II					0.00	0.00		0.00	0.00
Allocated Expenses							Alloc Amount	ETC Amount	Actual ODC
0982-003-07 Round Rock Brushy Creek Construction-Brushy Creek Construction Phase Services							10,000.00	0.00	1,250.67
B Onsite Construction Administration Management and RPR Services							0.00	0.00	1,250.67
22 RPR							0.00	0.00	1,225.89
23 Electrical Engineer							0.00	0.00	24.78
F Additional RPR Services - Amendment 2							10,000.00	0.00	0.00
26 RPR Services							10,000.00	0.00	0.00
Travel							10,000.00	0.00	0.00



BCRWWS EAST WASTEWATER TREATMENT PLANT EXPANSION



EXECUTIVE SUMMARY
4/18/2024

AGENDA SUBJECT:

Approval of the Roadway Impact Fee Offset Agreement for the Cedar Brook Subdivision; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

In July 2022, the City Council adopted Article 12.08 of the Code of Ordinances establishing roadway impact fees (the “RIF Ordinance”), which went into effect on January 7, 2023. The RIF Ordinance authorizes offsets to be established and approved by agreement for qualifying contributions towards roadway improvements that are in the roadway improvement plan. The attached Offset Agreement establishes an Offset in the amount of \$432,000.00 to be applied to reduce roadway impact fees due upon issuance of building permits within the Cedar Brook Subdivision, until the Offset amount is exhausted or the agreement expires.

HISTORY/TIMELINE:

07/07/2022 - City Council adopted Article 12.08 of the Code of Ordinances establishing roadway impact fees (the “RIF Ordinance”)
01/07/2023 - Ordinance went into effect.

APPLICANT/AGENT:

RECOMMENDATION:

The City Staff recommends approval of the roadway impact fee offset agreement for the Cedar Brook Subdivision.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Cedar Brook - RIF Offset Agreement

THE STATE OF TEXAS §
 §
WILLIAMSON COUNTY §

**ROADWAY IMPACT FEE OFFSET AGREEMENT FOR THE
CEDAR BROOK SUBDIVISION**

This Roadway Impact Fee Offset Agreement for the Cedar Brook Subdivision (the “**AGREEMENT**”) is made by and between the City of Leander, (hereinafter “**CITY**”) a Texas Home Rule municipality and M/I Homes of Austin, LLC, a limited liability company (hereinafter “**DEVELOPER**”), collectively, the “**PARTIES**”.

RECITALS

WHEREAS, pursuant to Article 12.08, City of Leander Code of Ordinances (“**RIF Ordinance**”), the City has adopted and administers a roadway impact fees program;

WHEREAS, the RIF Ordinance addresses the circumstances when roadway System Facilities are eligible for Offsets against roadway impact fees (“**RIF**”) required to be paid pursuant to the RIF Ordinance;

WHEREAS, the City has agreed that the Eligible System Facilities described in Article I are eligible for Offsets;

WHEREAS, this Agreement is entered prior to the issuance of all of the building permits for the Development to establish Offsets to reduce RIF otherwise due for the Development;

WHEREAS, the Parties have agreed to the value assigned to the Offsets in accordance with the methodologies set forth in the RIF Ordinance; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the RIF Ordinance;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

**Article I.
DESCRIPTION OF
DEVELOPMENT AND ELIGIBLE
SYSTEM FACILITIES**

- A. **The Development.** The Development is known as Cedar Brook Subdivision, which is a residential development consisting of 113 single family residential detached housing units located on that certain 26.227 acre tract, generally located at Lakeline Boulevard and

Bozeman Drive, Leander, Williamson County, Texas, as more particularly described in **Exhibit A**. For the purposes of allocating Offsets under this Agreement, the Development has one phase.

B. **Roadway Service Area Location.** The Development is located in Roadway Service Area C as shown in the City of Leander Roadway Impact Fee Study 2023 Update (Adopted July 7, 2022) (the “**RIF CIP**”).

C. **Eligible System Facilities.**

1) Description of Facilities: The Eligible System Facilities are the following

a) Roadway Adequacy Payment In Lieu of Improvements (the “Payment”): \$432,000 (Lakeline Blvd Widening).

2) Eligibility for Offsets. The Eligible System Facilities are included in the RIF CIP as Project Number C-3/C-4. The Eligible System Facilities do not include site-related facilities. The Eligible Infrastructure shall comply with applicable City regulations and approved construction plans and shall not be less than what is required by the zoning, subdivision, and development regulations.

3) Construction/Payment Status:

a) The Payment shall be made at the time required by Article 10.03, City Code of Ordinances and the City’s subdivision ordinance, as applicable.

4) Limits of Construction: Reserved.

Article II.

ROADWAY IMPACT FEE AMOUNT

Roadway Impact Fee Amount. The RIF to be collected for the Development are established by the RIF Ordinance for the number of service units shown in the Cedar Brook Final Plat Document #2023007090 recorded 1/27/2023.

Article IV.

ROADWAY IMPACT FEE OFFSET

A. **Method of Calculating Offset.** The Offset shall be calculated as follows:

1) The Offset is equal to the lesser of: a) the the Payment; or b) the RIF calculated to be collected for each building permit issued for the Development.

B. **Documentation Required.** Reserved.

- C. **Transportation Demand.** The transportation demand for developed parcels within the Property is \$424,089 (*set forth amount in dollars calculated as RIF Maximum assessable fee of all development units*).
- D. **Method of Applying Offsets.** After this Agreement is executed by both Parties, the Offset shall be applied at the time of application for the first building permit issued for the Development after the Effective Date of this Agreement, and at each building permit application thereafter, to reduce RIF's due until the Offset is exhausted. For RIF's paid for building permits issued prior to the Effective Date, the Developer may request a one-time rebate of said RIF's (the "**Rebate Request**"). The amount of the rebate shall count towards the maximum amount authorized for an Offset set forth in Section IV(A). The Rebate Request must be in writing and delivered to the City within forty-five (45) days of the Effective Date (the "**Rebate Request Deadline**"). The City will have no obligation to pay a Rebate Request delivered to the City after the Rebate Request Deadline. The City will pay the Developer an RIF rebate in the amount set forth in this subsection within forty-five (45) days of a timely and compliant Rebate Request, subject to the terms and conditions of this Agreement.
- E. **Limitations on Offsets.**
- 1) If the Offset calculated pursuant to this Agreement exceeds the RIF's due at building permit, then no RIF shall be due at building permits issued after the Effective Date. Remaining Offsets are not transferable nor eligible to be refunded.
 - 2) The Offsets for the Eligible System Facilities become effective:
For payment in lieu of improvements paid pursuant to Article 10.03 of the Code, after the Developer pays the Payment in full to the City .
 - 3) Offsets expire ten (10) years from the Effective Date . Unused Offsets are not eligible to be refunded.
 - 4) Offsets shall be administered as provided in the RIF Ordinance, to the extent the RIF Ordinance does not conflict with this Agreement.

Article V. MISCELLANEOUS

The following miscellaneous provisions are made part of this Agreement:

- A. **Termination.** The City may terminate this Agreement in the event that the Development expires by giving written notice to the Developer, and the termination shall be effective on the thirtieth (30th) day following the date of such notice. The City may further terminate this Agreement after expiration of the Offsets.
- B. **Additional Instruments.** The City and the Developer agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents

as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

- C. Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- D. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Williamson County, Texas.
- E. Assignment.** The Developer may assign this Agreement with the City's consent (such consent not to be unreasonably conditioned, withheld or delayed), but in no event shall the Offsets provided for in the Agreement be transferred to any development not subject to the plat associated with such Offsets.
- F. Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- G. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- H. Construction.** The Parties acknowledge that the Parties and their counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.
- I. Enforcement.** The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. The Developer shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining the Developer's compliance with this Agreement.
- J. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the City Council of the City of Leander, Texas.

K. Exhibits and Attachments. All Exhibits and Attachments referenced in this Agreement are attached hereto and incorporated herein for all purposes.

L. Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated party and delays caused by the other party, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

M. Gender. The gender of the wording throughout this Agreement shall always be interpreted to mean either sex, and where the context requires, the plural of any word shall include the singular.

N. Immunities and defenses.

- 1) By entering into this Agreement, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign, statutory or official immunity by the City with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
- 2) No employee of City, or any councilmember or agent of City, shall be personally responsible for any liability arising under or growing out of this Agreement

O. Mutual Assistance. City and Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

P. Notices. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, by facsimile, or by reputable overnight carrier, and shall be deemed delivered when received at the addresses of the Parties set forth below, or at such other address furnished in writing to the other Parties thereto:

DEVELOPER: M/I Homes of Austin, LLC
7600 N. Capital of Texas Hwy.
Bldg. C, Ste. 250
Austin, TX 78731
amcmann@mihomes.com.

City: City Manager
City of Leander
105 N. Brushy St.
Leander, TX 78640
Phone: _____
Fax: _____

Q. Ordinance Applicability. The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising provided however no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Development unless specifically enumerated herein.

R. Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

S. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

[Page Ends Here – Signature Pages Follow]

EXECUTED in duplicate originals to be effective as of the date of the last signature below (the "Effective Date").

DEVELOPER:

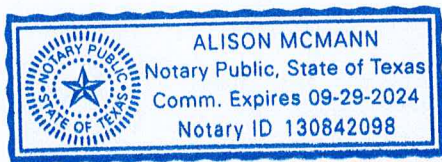
By: _____



Name: Derek Baker
Title: Authorized Signatory
Date: 03/29/2024

State of Texas
County of Travis

Before me, the undersigned authority, on this day personally appeared Derek Baker, known to me to be the Authorized Signatory of M/I Homes of Austin, LLC on behalf of said entity and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.



Notary Public's Signature

Signature Page to
ROADWAY IMPACT FEE OFFSET AGREEMENT FOR THE CEDAR
BROOK SUBDIVISION

City:

CITY OF LEANDER,
a Texas municipal corporation

By: _____

Name: _____ its City Manager

THE STATE OF TEXAS §

§

COUNTY OF _____ §

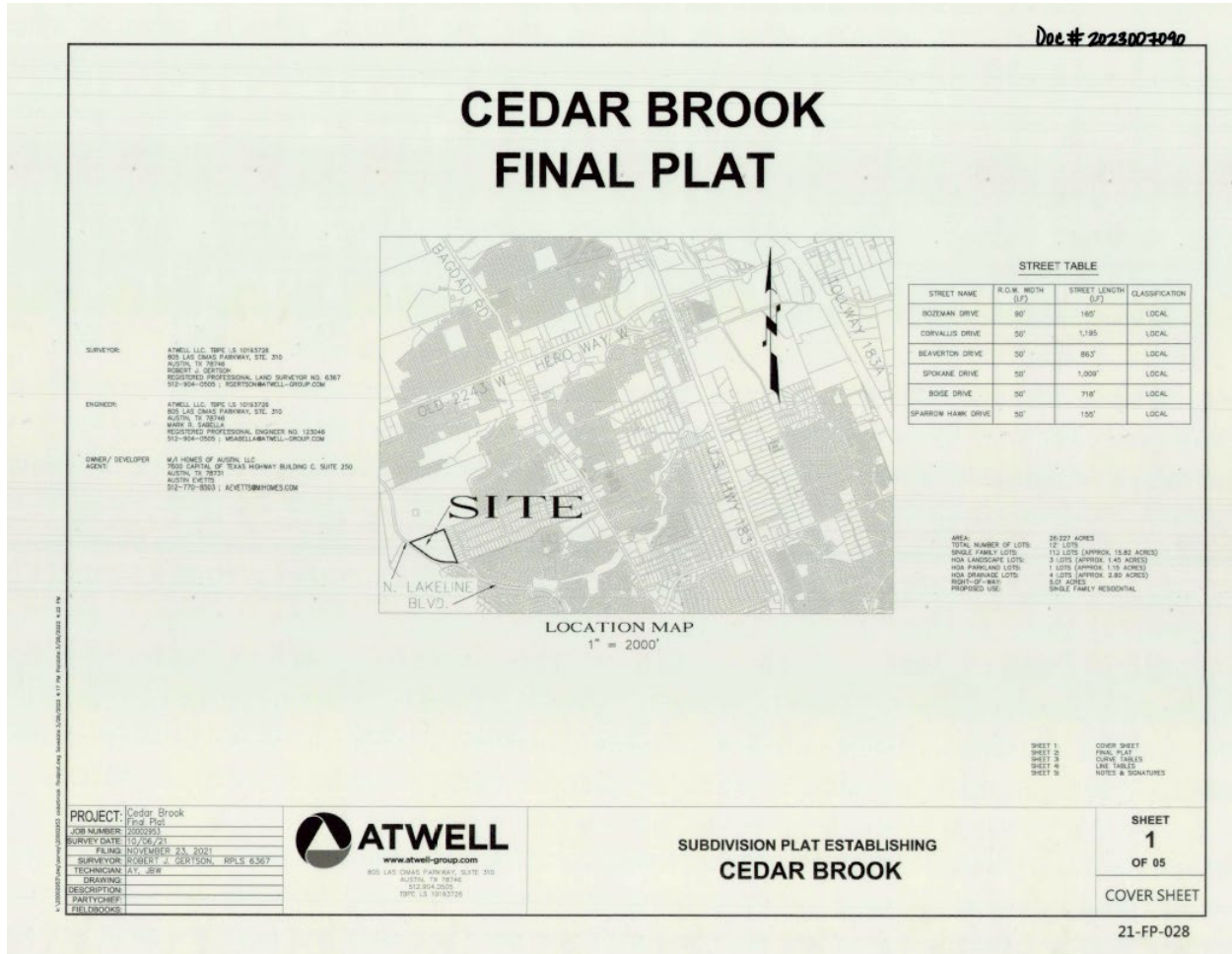
This instrument was acknowledged before me on the __ day of _____, 2023 by
_____, City Manager of the City of Leander, Texas, a Texas municipal corporation, on
behalf of said City.

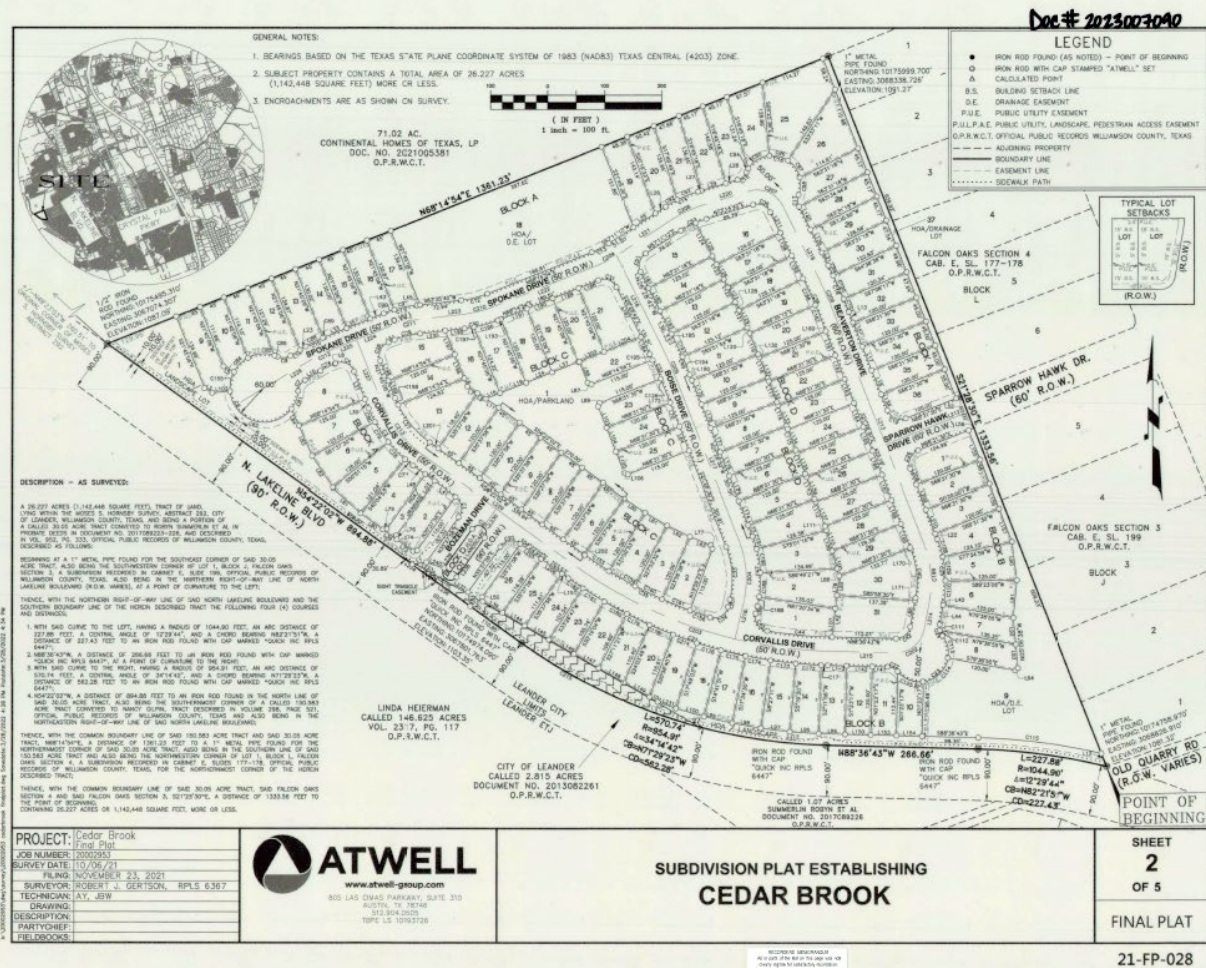
(SEAL)

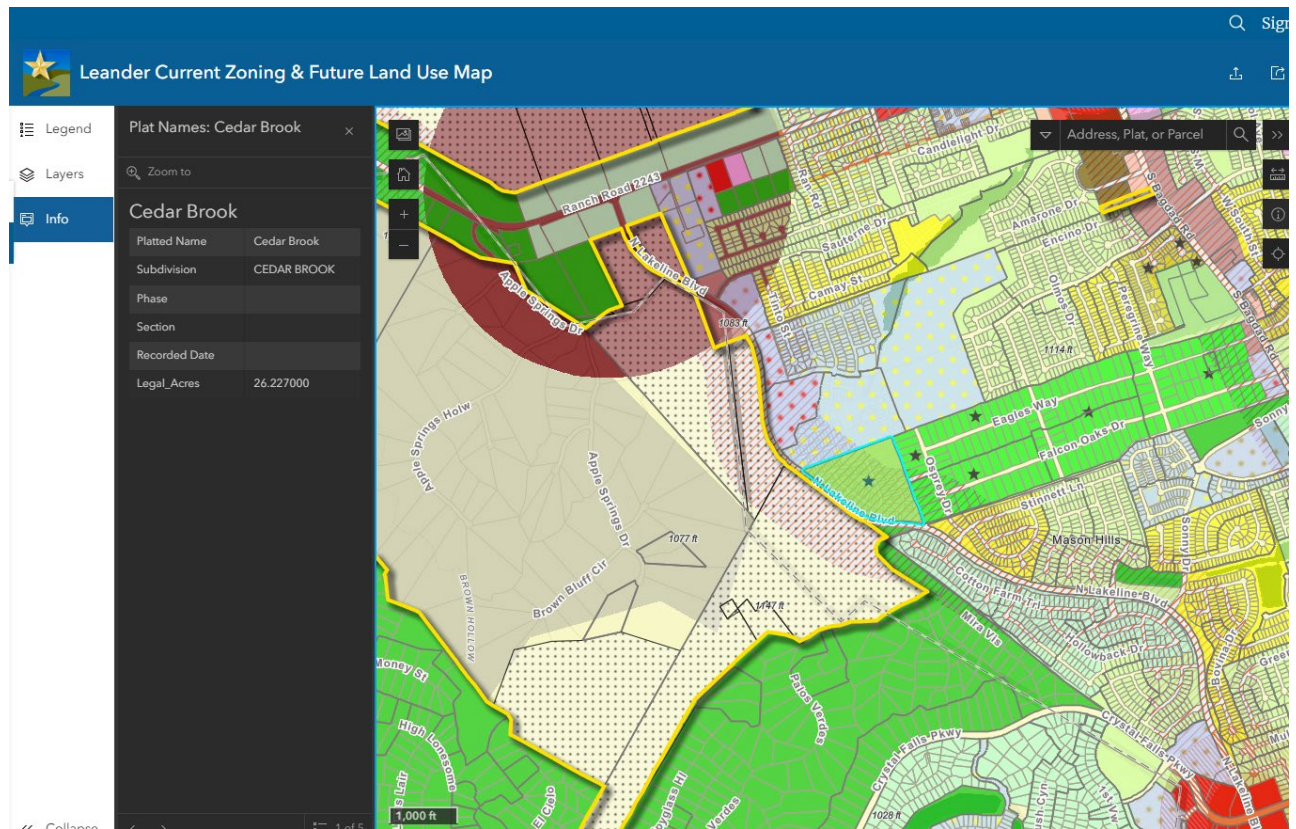
Notary Public in and for
The State of Texas

My Commission Expires: _____

Exhibit "A" The Development









EXECUTIVE SUMMARY
4/18/2024

AGENDA SUBJECT:

Award of Solicitation CIPS24-005 to Cash Construction in the amount of \$7,506,794.00 for construction services for the RM 2243 Master Lift Station and Gravity Relief Main Project (CIP WW.43); and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

This project is included in the City of Leander's Capital Improvements Program (CIP) as WW.43 and includes construction of approximately 6,900 linear feet of 15-inch gravity sewer main and replacement of existing Wastewater Treatment Plant Lift Stations #9 and #10 with a new Master Lift Station #39 capable of serving the existing 2.25 MGD Leander 2243 Wastewater Treatment Plant with provisions for future expansion.

Based on the current inflow rate at the plant and the City's growth, the plant is projected to reach permitted capacity by March 2025. Installation of the proposed gravity relief line and the new lift station will provide the ability to bypass up to 1 MGD to 2 MGD to the Brushy Creek Regional Wastewater System (BCRWWS) treatment plant. This will allow the City to delay expansion of the wastewater treatment plant by three to five (3 to 5) years. It will also provide the City with more time for financial planning as the cost of the expansion project is expected to be in the magnitude of \$112.5 million. The attached memorandum includes project details and discusses the project needs to maintain and enhance the wastewater infrastructure system.

Solicitation CIPS24-005 was issued in January 2024 for the procurement of this project. Five (5) bids were received and opened on March 14, 2024. Cash Construction was the low, qualified bidder with a total bid of \$7,506,794.00. George Butler Associates, Inc. (GBA), as the Engineer of the project and City's representative, has also reviewed the bids and prepared the attached award recommendation letter and bid tabulation. The attached bid tabulation includes bids received from all the contractors.

The low received bid is more than the previously budgeted amount for this project. Considering the importance and urgency of the project as discussed in the attached memorandum, the Public Works and CIP Team reached out to the Finance Department on the availability of the needed additional funds. Finance has advised that the needed funds are available using a combination of WW Impact Fees, WW Impact Fee Reserves, and 2024 Utility CO Fees to move this project ahead. Therefore, staff recommends the awarding of this construction contract to Cash Construction.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of the Construction Contract to Cash Construction under Solicitation CIPS24-005 in the amount of \$7,506,794.00; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

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

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$7,506,794.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	WW Imp Fees (26) (\$3,341,500), WW Impact Fee Reserves (\$2,165,294) and 2024 Utility CO's (\$2,000,000)

Attachments:

1. RM 2243 LS GRM Memorandum 3-21-2024
2. 2024.04.08 RM2243 Master Lift Station and Gravity Relief Main Letter of Recommendation 4-8-2024
3. Contract

MEMORANDUM

To: Dan Grimsbo

From: Frank T. Phelan, P.E.

Date: March 22, 2024

Project: RM 2243 Lift Station and Gravity Relief Main WW.43

The RM 2243 Lift Station and Gravity Relief Main project is essential to the growth of the City of Leander (City) and will enhance the wastewater infrastructure system to meet growth and the attendant demand for wastewater services. The project consists of approximately 6,900 linear feet of 15" gravity sewer main and replacement of existing wastewater treatment plant lift stations #9 and #10 with a new master lift station capable of serving the existing 2.25 MGD plant with provisions for future expansion. The lift station will also include an automatic diversion structure, enabling the bypassing of up to 2.0 MGD of flows from the RM 2243 plant site via the new 15" gravity main to the Brushy Creek Regional Wastewater System for treatment under a wholesale wastewater service agreement.

Current and Anticipated Plant Flows

The most recent average annual inflow recorded was 1.98 MGD in 2023. Since 2019, average annual inflow has increased by 12%-15% yearly, except for 2020. At this rate of increase, the plant will reach permitted capacity by 2025.

Permitted Capacity

As permitted by the Texas Commission on Environmental Quality (TCEQ), the TPDES permit (No. WQ0012644001) allows for an effluent discharge under the current Interim Phase not to exceed an average daily flow of 2.25 MGD from the Leander Wastewater Treatment Plant. The permit issued in January of 2020 provides for an Ultimate expansion up to 5.25 MGD at the Leander WWTP. The permit term is five years and expires on January 23, 2025.

TCEQ Requirements for Expansion Design and Construction

Per TCEQ Chapter 305 Rules, when flow measurements for sewage treatment plant facilities in the state reach 75% of the permitted average daily or annual average flow for three consecutive months, the permittee must begin engineering and financial planning for expansion and/or upgrading of the wastewater treatment and/or collection facilities. Whenever the average daily or annual average flow reaches 90% of the permitted average daily flow for three consecutive months, the permittee shall obtain necessary authorization from the commission to commence construction of the necessary

additional treatment and/or collection facilities. Inflows for Leander WWTP reached the 75% threshold in 2020. The most recent recorded average annual flow was 1.98 MGD in 2023, which accounted for 88% of the permitted effluent discharge. For the six-month period of August 2023 to January 2024, the average monthly flow has been 2.09 MGD, which is 93% of permitted effluent discharge. In January 2024, the daily average flow was 2.46 MGD, which included increased flows due to excessive rainfall and operational issues at the plant.

Alternative Diversions and Timing

Installation of the gravity relief line and new lift station bypass will provide for the delay of the wastewater treatment expansion by three to five years. This will provide sufficient time for the design and expansion of the RM 2243 plant to meet anticipated future growth. With the plant projected to meet permitted capacity by March 2025, if 1 MGD of flow is bypassed, the expansion could be postponed until 2028. Bypassing 2 MGD of flow could postpone the expansion until 2030.

Cost Savings

Preliminary estimates indicate that the cost of the gravity relief line will be approximately \$2.5 million, while the cost for the 3 MGD expansion of the Leander WWTP will be in the magnitude of \$112.5 million. Installation of the relief line will allow the City to have improved financial footing when the time for expansion comes.





1500 County Road 269
Leander, TX 78641

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

April 8, 2024

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

Re: RM2243 Master Lift Station and Gravity Relief Main, CIP WW.46
Letter of Award Recommendation

Dear Gina:

Bids were publicly opened and read on March 14, 2024 for the above referenced project. As reflected on the attached Bid Tabulation, five (5) bids were received. The lowest, responsive, responsible bidder is Cash Construction Company, Inc. We have contacted this bidder and confirmed he wants the contract at the amount bid.

As a result of our evaluation, and verification of contractor references, we hereby recommend the City award a construction contract to Cash Construction Company Inc. in the amount of \$7,506,794.00 for all Base Bid work, with final amounts dependent on actual installed quantities. The project is to be funded with WW Impact Fees and 2024 Utility CO Fees and is within the fundable range.

Once the Contractor signs the Agreement and all bond and insurance requirements have been satisfied, a Notice to Proceed will be issued. Under the General Conditions of the Agreement, the Contractor shall begin construction within twelve (12) days of the notice to proceed and substantially complete the project within four hundred and fifty (450) calendar days, excluding any justified delays.

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

Sincerely,

Frank T. Phelan, P.E.

FTP/s

Attachment

PN: 14846

Bid Tabulation
Bid Date: April 8, 2024

Project: RM2243 Master Lift Station and Gravity Relief Main
Checked By: Joshua Cashio

	RM2243 Master Lift Station and Gravity Relief Main			Cash Construction Company, Inc.		Joe Bland Construction		PGC General Contractors, LLC		Austin Engineering Co., Inc.		C.C. Carlton Industries, LTD	
Item No.	Item	Approx. Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	MOBILIZATION	1	LS	\$ 290,000.0	\$290,000.00	\$ 150,000.0	\$150,000.00	\$ 212,404.25	\$212,404.25	\$ 550,000.0	\$550,000.00	\$ 526,000.0	\$526,000.00
2	SILT FENCE	7795	LF	\$ 2.5	\$19,487.50	\$ 5	\$38,975.00	\$ 6.5	\$50,667.50	\$ 5	\$38,975.00	\$ 6	\$46,770.00
3	TEMPORARY DIVERSION BERM	110	LF	\$ 12	\$1,320.00	\$ 15	\$1,650.00	\$ 60	\$6,600.00	\$ 50	\$5,500.00	\$ 40	\$4,400.00
4	ROCK BERM	150	LF	\$ 30	\$4,500.00	\$ 40	\$6,000.00	\$ 52.75	\$7,912.50	\$ 35	\$5,250.00	\$ 55	\$8,250.00
5	REVEGETATION	28835	SY	\$ 3	\$86,505.00	\$ 3	\$86,505.00	\$ 2.5	\$72,087.50	\$ 2.75	\$79,296.25	\$ 1	\$28,835.00
6	STABILIZED CONSTRUCTION ENTRANCE	7	EA	\$ 1,710.0	\$11,970.00	\$ 5,000.0	\$35,000.00	\$ 4,628.25	\$32,397.75	\$ 3,000.0	\$21,000.00	\$ 3,000.0	\$21,000.00
7	CLEAR & GRUB	1	LS	\$ 84,920.0	\$84,920.00	\$ 95,000.0	\$95,000.00	\$ 81,520.0	\$81,520.00	\$ 85,000.0	\$85,000.00	\$ 95,000.0	\$95,000.00
8	CHAIN-LINK FENCING FOR TREE PROTECTION	2540	LF	\$ 4	\$10,160.00	\$ 6	\$15,240.00	\$ 11.75	\$29,845.00	\$ 5	\$12,700.00	\$ 5.5	\$13,970.00
9	TRAFFIC CONTROL ON US 183A (Reference TxDOT MUTCD)	1	LS	\$ 22,830.0	\$22,830.00	\$ 18,000.0	\$18,000.00	\$ 14,006.25	\$14,006.25	\$ 65,000.0	\$65,000.00	\$ 15,000.0	\$15,000.00
10	SWPPP	1	LS	\$ 2,170.0	\$2,170.00	\$ 8,000.0	\$8,000.00	\$ 16,294.5	\$16,294.50	\$ 35,000.0	\$35,000.00	\$ 11,500.0	\$11,500.00
11	BYPASS PUMPING	1	LS	\$ 94,440.0	\$94,440.00	\$ 445,000.0	\$445,000.00	\$ 1,068,350.25	\$1,068,350.25	\$ 150,000.0	\$150,000.00	\$ 260,000.0	\$260,000.00
12	TRENCH SAFETY PLAN AND EQUIPMENT	12451	LF	\$ 1.5	\$18,676.50	\$ 7	\$87,157.00	\$ 4.25	\$52,916.75	\$ 4	\$49,804.00	\$ 1	\$12,451.00
13	LIFT STATION	1	LS	\$ 3,724,000.0	\$3,724,000.00	\$ 4,920,000.0	\$4,920,000.00	\$ 4,348,871.0	\$4,348,871.00	\$ 5,450,000.0	\$5,450,000.00	\$ 6,920,000.0	\$6,920,000.00
14	CONNECTION TO EXISTING WASTEWATER LINE	1	EA	\$ 2,460.0	\$2,460.00	\$ 7,800.0	\$7,800.00	\$ 92,714.75	\$92,714.75	\$ 3,500.0	\$3,500.00	\$ 3,450.0	\$3,450.00
15	CONNECTION TO EXISTING WASTEWATER MANHOLE	4	EA	\$ 10,710.0	\$42,840.00	\$ 13,700.0	\$54,800.00	\$ 14,342.75	\$57,371.00	\$ 12,500.0	\$50,000.00	\$ 4,200.0	\$16,800.00
16	12" SDR-26 WW LINE (12'-14') DEPTH	120	LF	\$ 135	\$16,200.00	\$ 240	\$28,800.00	\$ 180	\$21,600.00	\$ 200	\$24,000.00	\$ 130	\$15,600.00
17	15" SDR-26 WW LINE (0'-10') DEPTH	152	LF	\$ 145	\$22,040.00	\$ 230	\$34,960.00	\$ 157.25	\$23,902.00	\$ 200	\$30,400.00	\$ 125	\$19,000.00
18	15" SDR-26 WW LINE (10'-12') DEPTH	997	LF	\$ 155	\$154,535.00	\$ 245	\$244,265.00	\$ 162	\$161,514.00	\$ 220	\$219,340.00	\$ 133	\$132,601.00
19	15" SDR-26 WW LINE (12'-14') DEPTH	1737	LF	\$ 165	\$286,605.00	\$ 255	\$442,935.00	\$ 167.5	\$290,947.50	\$ 260	\$451,620.00	\$ 148	\$257,076.00
20	15" SDR-26 WW LINE (14'-16') DEPTH	1795	LF	\$ 175	\$314,125.00	\$ 260	\$466,700.00	\$ 201.25	\$361,243.75	\$ 300	\$538,500.00	\$ 161	\$288,995.00
21	15" SDR-26 WW LINE (16'-18') DEPTH	614	LF	\$ 210	\$128,940.00	\$ 265	\$162,710.00	\$ 234	\$143,676.00	\$ 340	\$208,760.00	\$ 187	\$114,818.00
22	15" SDR-26 WW LINE (18'-20') DEPTH	256	LF	\$ 235	\$60,160.00	\$ 280	\$71,680.00	\$ 315.5	\$80,768.00	\$ 380	\$97,280.00	\$ 245	\$62,720.00
23	36" RCP WW LINE (16'-18') DEPTH	80	LF	\$ 700	\$56,000.00	\$ 650	\$52,000.00	\$ 394.25	\$31,540.00	\$ 800	\$64,000.00	\$ 656	\$52,480.00
24	42" RCP WW LINE (18'-20') DEPTH	30	LF	\$ 875	\$26,250.00	\$ 730	\$21,900.00	\$ 925.75	\$27,772.50	\$ 1,000.0	\$30,000.00	\$ 1,030.0	\$30,900.00
25	BORED 30" STEEL ENCASEMENT PIPE INCLUDING 15" SDR-26 WW LINE	1303	LF	\$ 1,160.0	\$1,511,480.00	\$ 1,480.0	\$1,928,440.00	\$ 1,412.5	\$1,840,487.50	\$ 1,825.0	\$2,377,975.00	\$ 1,385.0	\$1,804,655.00
26	4' WW MANHOLE (0'-10') STANDARD DEPTH W/ COATING	28	EA	\$ 9,910.0	\$277,480.00	\$ 11,500.0	\$322,000.00	\$ 15,920.25	\$445,767.00	\$ 6,500.0	\$182,000.00	\$ 10,460.0	\$292,880.00
27	6' WW MANHOLE (0'-10') STANDARD DEPTH W/COATING	1	EA	\$ 18,600.0	\$18,600.00	\$ 32,500.0	\$32,500.00	\$ 42,794.0	\$42,794.00	\$ 15,000.0	\$15,000.00	\$ 17,800.0	\$17,800.00
28	8' WW MANHOLE (0'-10') STANDARD DEPTH W/COATING	1	EA	\$ 57,970.0	\$57,970.00	\$ 42,000.0	\$42,000.00	\$ 53,081.75	\$53,081.75	\$ 30,000.0	\$30,000.00	\$ 50,500.0	\$50,500.00
29	EXTRA VERTICAL FEET MANHOLE (ABOVE 10') W/ COATING	135	LF	\$ 421	\$56,835.00	\$ 750	\$101,250.00	\$ 775.25	\$104,658.75	\$ 750	\$101,250.00	\$ 850	\$114,750.00
30	MANHOLE VENT PIPE (4" D.I.P Class 53)	45	LF	\$ 510	\$22,950.00	\$ 700	\$31,500.00	\$ 498	\$22,410.00	\$ 100	\$4,500.00	\$ 600	\$27,000.00
31	FLOMATIC 4" BALL CHECK VALVE	3	EA	\$ 1,630.0	\$4,890.00	\$ 4,800.0	\$14,400.00	\$ 3,208.25	\$9,624.75	\$ 4,000.0	\$12,000.00	\$ 5,200.0	\$15,600.00
32	DRIVEWAY ASPHALT	72	LF	\$ 830	\$59,760.00	\$ 75	\$5,400.00	\$ 296.25	\$21,330.00	\$ 500	\$36,000.00	\$ 460	\$33,120.00
33	DRIVEWAY GRAVEL	12	LF	\$ 205	\$2,460.00	\$ 200	\$2,400.00	\$ 203	\$2,436.00	\$ 400	\$4,800.00	\$ 195	\$2,340.00
34	SIDEWALK CONCRETE	60	SF	\$ 52	\$3,120.00	\$ 100	\$6,000.00	\$ 12.75	\$765.00	\$ 15	\$900.00	\$ 30	\$1,800.00
35	RIBBON CURB	175	LF	\$ 33	\$5,775.00	\$ 25	\$4,375.00	\$ 34.25	\$5,993.75	\$ 25	\$4,375.00	\$ 26	\$4,550.00
36	TEMPORARY DRIVEWAY EARTH BASE	1	LS	\$ 4,340.0	\$4,340.00	\$ 5,500.0	\$5,500.00	\$ 985.75	\$985.75	\$ 5,000.0	\$5,000.00	\$ 8,500.0	\$8,500.00
	TOTAL BASE BID:				\$7,506,794.00		\$9,990,842.00		\$9,837,257.00		\$11,038,725.25		\$11,331,111.00

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **CITY OF LEANDER**, a Texas Municipal Corporation ("Owner") and **Cash Construction** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Improvements including, but not limited to, the replacing the gravity relief main RM2243 and installing new manholes, building a new lift station and structure to house the valve vault and MCC, site work, piping upgrades, and other appurtenant work.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Leander Lift Station Improvements and Gravity Relief Main**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **George Butler Associates, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **George Butler Associates, Inc.**

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **four hundred and fifty (450) days** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **four hundred and eighty (480) days**.
- 4.05 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner one-thousand dollars **\$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner one-thousand dollars **\$1,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones*: Contractor shall pay Owner one-thousand dollars **\$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
700S-TM	MOBILIZATION	LS	1	\$ 290,000.00	\$ 290,000.00
642S	SILT FENCE	LF	7795	\$ 2.50	\$ 19,487.50
621S	TEMPORARY DIVERSION BERM	LF	110	\$ 12.00	\$ 1,320.00
639S	ROCK BERM	LF	150	\$ 30.00	\$ 4,500.00
609S-C	REVEGETATION	SY	28835	\$ 3.00	\$ 86,505.00
641S	STABILIZED CONSTRUCTION ENTRANCE	EA	7	\$ 1,710.00	\$ 11,970.00
102S-C	CLEAR & GRUB	LS	1	\$ 84,920.00	\$ 84,920.00
701S-A	CHAIN-LINK FENCING FOR TREE PROTECTION	LF	2540	\$ 4.00	\$ 10,160.00
1A-06-c	TRAFFIC CONTROL ON US 183A (Reference TxDOT MUTCD)	LS	1	\$ 22,830.00	\$ 22,830.00
1A-06-a	SWPPP	LS	1	\$ 2,170.00	\$ 2,170.00
1A-06-d	BYPASS PUMPING	LS	1	\$ 94,440.00	\$ 94,440.00
509S-1	TRENCH SAFETY PLAN AND EQUIPMENT	LF	12451	\$ 1.50	\$ 18,676.50
1A-06-e	LIFT STATION	LS	1	\$ 3,724,000.00	\$ 3,724,000.00
1A-06-b	CONNECTION TO EXISTING WASTEWATER LINE	EA	1	\$ 2,460.00	\$ 2,460.00
506- CNWW	CONNECTION TO EXISTING WASTEWATER MANHOLE	EA	4	\$ 10,710.00	\$ 42,840.00
510- AWW-12	12" SDR-26 WW LINE (12'-14') DEPTH	LF	120	\$ 135.00	\$ 16,200.00
510- AWW-15	15" SDR-26 WW LINE (0'-10') DEPTH	LF	152	\$ 145.00	\$ 22,040.00
510-AWW-15	15" SDR-26 WW LINE (10'-12') DEPTH	LF	997	\$ 155.00	\$ 154,535.00
510- AWW-15	15" SDR-26 WW LINE (12'-14') DEPTH	LF	1737	\$ 165.00	\$ 286,605.00
510- AWW-15	15" SDR-26 WW LINE (14'-16') DEPTH	LF	1795	\$ 175.00	\$ 314,125.00
510- AWW-15	15" SDR-26 WW LINE (16'-18') DEPTH	LF	614	\$ 210.00	\$ 128,940.00
510- AWW-15	15" SDR-26 WW LINE (18'-20') DEPTH	LF	256	\$ 235.00	\$ 60,160.00
1A-06-f	36" RCP WW LINE (16'-18') DEPTH	LF	80	\$ 700.00	\$ 56,000.00
1A-06-g	42" RCP WW LINE (18'-20') DEPTH	LF	30	\$ 875.00	\$ 26,250.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
505S-B30	BORED 30" STEEL ENCASEMENT PIPE INCLUDING 15" SDR-26 WW LINE	LF	1303	\$ 1,160.00	\$ 1,511,480.00
506-M-4	4' WW MANHOLE (0'-10') STANDARD DEPTH W/ COATING	EA	28	\$ 9,910.00	\$ 277,480.00
506-M-6	6' WW MANHOLE (0'-10') STANDARD DEPTH W/COATING	EA	1	\$ 18,600.00	\$ 18,600.00
506-M-8	8' WW MANHOLE (0'-10') STANDARD DEPTH W/COATING	EA	1	\$ 57,970.00	\$ 57,970.00
506- EDM-4	EXTRA VERTICAL FEET MANHOLE (ABOVE 10') W/ COATING	LF	135	\$ 421.00	\$ 56,835.00
510-ARRJW W-4	MANHOLE VENT PIPE (4" D.I.P Class 53)	LF	45	\$ 510.00	\$ 22,950.00
511-A-4	FLOMATIC 4" BALL CHECK VALVE	EA	3	\$ 1,630.00	\$ 4,890.00
340S-B	DRIVEWAY ASPHALT	LF	72	\$ 830.00	\$ 59,760.00
302S	DRIVEWAY GRAVEL	LF	12	\$ 205.00	\$ 2,460.00
432S-6	SIDEWALK CONCRETE	SF	60	\$ 52.00	\$ 3,120.00
430S-D	RIBBON CURB	LF	175	\$ 33.00	\$ 5,775.00
210S	TEMPORARY DRIVEWAY EARTH BASE	LS	1	\$ 4,340.00	\$ 4,340.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$ 7,506,794.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. Total of Lump Sum Amounts and Unit Price Work (subject to final Unit Price adjustment) **Seven million five hundred six thousand seven hundred ninety-four dollars zero cents (\$7,506,794.00).**
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner and Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **30th** day from Owner approval of Application for Payment of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values

established as provided in the General Conditions or, as may be provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **Ninety-Five (95)** percent of the value of the Work completed (with the balance being retainage).
 - b. **Eighty (80)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **Ninety-Five (95)** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **Five (5)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **4.25%** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. Evidence of Insurance
 4. City of Leander Standard Definitions, Terms and Conditions
 5. Standard General Conditions. Edits highlighted.
 6. Specifications as listed in the table of contents of the project manual (copy of list attached).
 7. Drawings listed on the attached sheet index.

8. IFB Bid documents.
9. Addenda No. 1
10. Addenda No. 2
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Project Schedule
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above) and the terms and conditions of the Contract Documents are incorporated by reference and made part of this Agreement.
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.
- B. Although drawn by Owner, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.
- C. This Agreement is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Williamson County, Texas.
- D. This Agreement and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractors’ rights and duties hereunder.
- E. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Contractor represents that neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
- F. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- G. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization,

transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

- H. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- I. Texas law requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on the date the last signature and full execution of this agreement.

Owner:

CITY OF LEANDER

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Contractor:

Cash Construction Co., Inc.

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

H. H. Dickehut, III

(typed or printed)

Title:

Vice President of Estimating

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

Chief Estimator

(typed or printed)

Address for giving notices:

217 Kingston Lacy Blvd.
Pflugerville, TX 78660

Designated Representative:

Name:

H. H. Dickehut, III

(typed or printed)

Title:

Vice President of Estimating

(typed or printed)

Address:

217 Kingston Lacy Blvd.
Pflugerville, TX 78660

Phone:

512.251.7872

Email:

trey.dickehut@cashconstruction.com

License No.:

(where applicable)

State:

**CASH CONSTRUCTION COMPANY,
INC.**

**CERTIFICATE OF ASSISTANT
SECRETARY**

The undersigned, Alberto de Cardenas, being the duly elected Assistant Secretary of Cash Construction Company, Inc., a Texas corporation (the "*Corporation*"), does hereby certify that on behalf the Corporation, to the best of his knowledge, information and belief:

The following persons hold the offices set forth beside their respective names, to hold any such office until his or her successor should be chosen and qualified in his or her stead, or until his or her earlier death, resignation, retirement, disqualification or removal from office:

Troy Gjerde, Senior Vice President
Paul DiMarco, Vice President
David Karian, Vice President
Herbert H. (Trey) Dickehut III - Vice President / Assistant Secretary
Garey Bryant, Vice President, Secretary and Treasurer
Alberto de Cardenas - Assistant Secretary
Robert E. Apple - Director

ASSISTANT SECRETARY:



ALBERTO DE CARDENAS

Dec. 18, 2023

DATE



EXECUTIVE SUMMARY
4/18/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Comprehensive Plan Case CPA-23-0009 to amend the Comprehensive Plan land use category from Multi-Use Corridor to Neighborhood Residential and consider action regarding Zoning Case Z-23-0102 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFR-2-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban), LC-2-B (Local Commercial), GC-2-A (General Commercial), and GC-3-A (General Commercial) and on eight (8) parcels of land approximately 290 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.

- 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.

BACKGROUND:

This request is the final step in the comprehensive plan amendment process and the second step in the zoning process. The Planning & Zoning Commission unanimously recommended denial during the January 25, 2024 meeting. The applicant requested to postpone the case to revise the request to include the commercial portion of the property.

The Planning & Zoning Commission unanimously recommended approval of the request during the March 14, 2024 meeting. After the public hearing, an error was identified in the zoning request. The property along Journey Parkway to the west of the school was shown as residential. This zoning is not in compliance with the Comprehensive Plan or the Development Proposal Review completed by the City Council. The applicant updated the request to include commercial zoning at this location. During the notification process, the newspaper included an incorrect reference to the acreage. A new notification was posted in compliance with the ordinance requirements and Local Government Code.

HISTORY/TIMELINE:

10/04/2006 – Annexed into the City Limits
05/02/2018 – Annexed into the City Limits
01/25/2024 – Planning & Zoning, 1st Public Hearing (denied)
03/07/2024 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance (postponed by applicant)
03/14/2024 – Planning & Zoning, 1st Public Hearing (approved)
04/04/2024 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance (postponed due to notification error)
04/11/2024 – Planning & Zoning, 1st Public Hearing (approved)

APPLICANT/AGENT:

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

RECOMMENDATION:

The Planning & Zoning Commission recommended approval during the April 11, 2024 meeting.

PRESENTER:

Robin M. Griffin, Executive Director of Development Services

Fiscal Impact

Attachments:

1. CPA-23-0009 & Z-23-0102 Att 1 Planning Analysis - Burleson Roberts Tract
2. CPA-23-0009 & Z-23-0102 Att 2 Current FLUM - Burleson Roberts Tract
3. CPA-23-0009 & Z-23-0102 Att 3 Proposed FLUM - Burleson Roberts Tract
4. CPA-23-0009 & Z-23-0102 Att 4 Current Zoning - Burleson Roberts Tract
5. CPA-23-0009 & Z-23-0102 Att 5 Proposed Zoning - Burleson Roberts Tract
6. CPA-23-0009 & Z-23-0102 Att 6 Aerial Map - Burleson Roberts Tract
7. CPA-23-0009 & Z-23-0102 Att 7 Public Notification - Burleson Roberts Tract
8. CPA-23-0009 & Z-23-0102 Att 8 Letter of Intent - Burleson Roberts Tract
9. CPA-23-0009 & Z-23-0102 Att 9 Neighborhood Outreach 02.05.2024 - Burleson Roberts Tract
10. CPA-23-0009 Att 10 Ordinance FLU - Burleson Roberts Tract
11. Z-23-0102 Att 11 Ordinance Zoning - Burleson Roberts Tract
12. CPA-23-0009 & Z-23-0102 Att 12 4.11.2024 P & Z Minutes



PLANNING ANALYSIS

COMPREHENSIVE PLAN CASE CPA-23-0009 ZONING CASE Z-23-0102 BURLESON ROBERTS TRACT

GENERAL INFORMATION

Owner/Agent:	LJA Engineers, Inc (T. Walter Hoysa) on behalf of Burleson Ranches, LTD (Mary Frances Roberts).
Current Zoning:	Interim SFR-1-B (Single-Family Rural) Interim SFR-2-B (Single-Family Rural)
Proposed Zoning:	SFS-2-B (Single-Family Suburban), LC-2-B (Local Commercial), GC-2-A (General Commercial), and GC-3-A (General Commercial)
Current Future Land Use Category:	Multi- Use Corridor
Proposed Future Land Use Category:	Neighborhood Residential
Size and Location:	The property is located at 14750 Ronald W. Reagan Boulevard, including approximately 290 acres.
Staff Contact:	Justin Hunt, Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated Future Land Use category and zoning district of their property in order to develop a single-family neighborhood with commercial uses along the Ronald W. Reagan Boulevard corridor.

STAFF CONCLUSIONS

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

SPECIAL CONSIDERATIONS

The zoning change request requires that the Comprehensive Plan Amendment be approved before the approval of the rezoning. A development proposal review was held during the November 16, 2023 City Council Regular Meeting. During the meeting, the Council confirmed that they were not against the applicant submitting a request for review to change the Comprehensive Plan. This item will require two actions to be taken. If the Commission and Council wish to approve the zoning request, they will first need to approve the Comprehensive Plan amendment.

During the January 25, 2024 meeting, the Planning & Zoning Commission unanimously recommended denial. The applicant requested to postpone the case to revise the request. This proposal now includes general commercial uses along the Ronald W. Reagan Boulevard corridor.

The Planning & Zoning Commission unanimously voted to approve this request during the March 14, 2024 meeting. Following the public hearing, an error was identified in the zoning request. The property along Journey Parkway to the west of the school was shown as residential. This zoning is not in compliance with the Comprehensive Plan or the Development Proposal Review completed by the City Council. The applicant updated the request to include commercial zoning at this location. During the notification process, the newspaper included an incorrect reference to the acreage. A new notification was posted in compliance with the ordinance requirements and Local Government Code. The new request shows an updated map with the request of Local Commercial along Journey Parkway in conformance with the Future Land Use category of Multi-Use Corridor.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	SFR-1-B, SFC-2-A, Journey Bible PUD GC-LO-MF	Elementary School Single-Family Residential Church/Daycare Undeveloped
EAST	SFU-2-A, SFC-2-A	Single-Family Residential
SOUTH	Outside of City Limits	Single-Family Residential
WEST	GC-LC-LO MF-2-B SFT-2-A	Commercial Multi-Family Single-Family Residential

SURROUNDING AREA:

This property is located south of an undeveloped commercial corner at the northeast quadrant of Ronald W. Reagan Boulevard and Journey Parkway. There is a church and daycare north of Journey Parkway. The Catalina Ranch and Barksdale subdivisions are also located north of the subject property. The Pecan Creek subdivision is located east of the property. Reagan Crossing commercial mixed use is located west of the property across Ronald W. Reagan Boulevard along with Leander Junction apartments, and the Lenox Hill townhouse development. The City of Leander city limits are along the south side of the property, with adjacent residential subdivisions outside of our jurisdiction.

PHYSICAL AND NATURAL FEATURES:

A portion of the floodplain extends into the subject area boundary along the east side and a smaller portion at the southwest corner. Development around the floodplain will be evaluated in detail with subsequent construction applications.

The entire site contains significant tree cover and will be subject to the City's tree preservation and mitigation requirements. A creek extends north to south between the proposed commercial uses and the residential uses.

PROPERTY HISTORY:

The parcels adjacent to Ronald W. Reagan Boulevard were annexed into the City of Leander on May 2nd, 2006, with the remaining parcels being annexed on October 4th, 2018.

PREVIOUS ZONING CASES:

There have been no previous zoning cases for this property.

MAJOR CORRIDORS:

This property has access to Ronald W. Reagan Boulevard and Journey Parkway.

TRANSPORTATION PLAN REQUIREMENTS:

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
Ronald W Reagan Blvd	Existing Arterial (Access Controlled)	Commercial Corridor	400' ROW 10' sidewalk
Journey Pkwy	Existing Arterial	Commercial Corridor	74' ROW Existing 6' sidewalk

Future secondary trails are shown to be on our Parks Master Trail Plan and will be reviewed upon submittal of construction plans.

SUBDIVISIONS:

No subdivision cases have been submitted for this property:

EXISTING UTILITIES:

This property has access to water and wastewater as shown in Figure 1 and Figure 2.



Figure 1 Water line

Figure 2 Wastewater

CURRENT LAND USES:

This property is currently being used as a large residential lot and undeveloped land.

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.

TYPE B:

Features: 4 or more architectural features.

Intent:

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

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

- Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.
- Strategy 10.1: Maintain and/or improve affordability and diversity in the housing market.
- Strategy 10.2: Support housing that has well-defined design character, compatibility with adjacent uses, and balanced density.

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 buffer yards are required to ensure compatibility with adjacent Neighborhood Residential. Residential may not exceed 40% of the project.

SFT, TF, CH LO, LC, GC (Along Priority Corridors & Road Intersections with Arterials*), PUD

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.

SFR, SFE, SFS, SFU, SFC, SFL, SFT, TF, CH, NR, PUD

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

This proposal was reviewed by all applicable departments within the City of Leander.

SCHEDULE:

DEVELOPMENT MEETING

A development meeting was held with Staff on 08/07/2023. The following changes were made to the project since the development meeting was held:

- The development meeting proposal included 40' to 70' lots, but now only 70' lots are being proposed.
- The Comprehensive Plan Amendment is accompanied with the zoning request.

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

NOTIFICATION

There was a public hearing scheduled for 02/15/2024 which was published in The Hill Country News on 12/28/2023. This was rescheduled for 03/07/2024, and will be renotified.

03/21/2024 - Public Notice on Hill Country News
 03/27/2024 - Mail Notification to Property Owners within 200'
 03/27/2024 - Public Hearing Signage Posted on Property
 04/11/2024 - Planning and Zoning Commission Public Hearing
 04/18/2024 - City Council Public Hearing & First Reading of the Ordinance
 05/02/2024 - City Council Second & Final Reading of the Ordinance

Previous Dates:

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

12/28/2023 - 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
 03/07/2024 - City Council Public Hearing & First Reading of the Ordinance
 03/21/2024 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

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

A neighborhood meeting was held at 6pm on November 27th at Stiles Middle School. Below is a list of comments/concerns that were discussed during the meeting:

- Interest in connections to Ronald W. Reagan Boulevard and new stop lights.
- Alleviate cut-through traffic through existing neighborhoods.
- Concerns about future capacity levels to Stiles Middle School.
- Buffers between existing neighborhoods.
- Increased traffic issues along New Hope due to this development and future development including Perfect Game.
- Drainage concerns in the existing neighborhoods and the impact.
- The single-family residents to the north are in support of a less intense use than commercial development.

The following changes were made to address issues discussed.

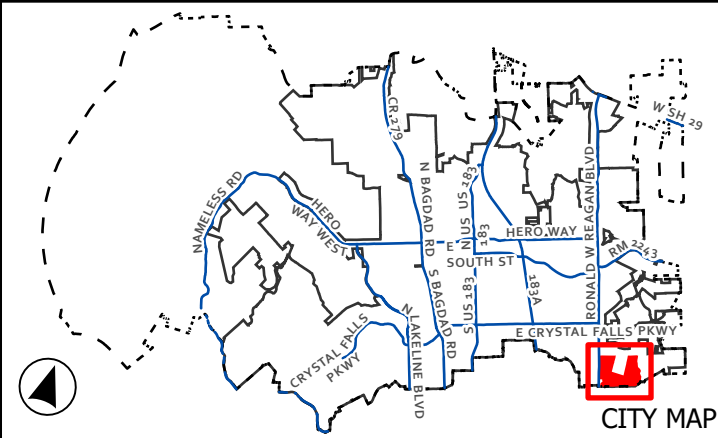
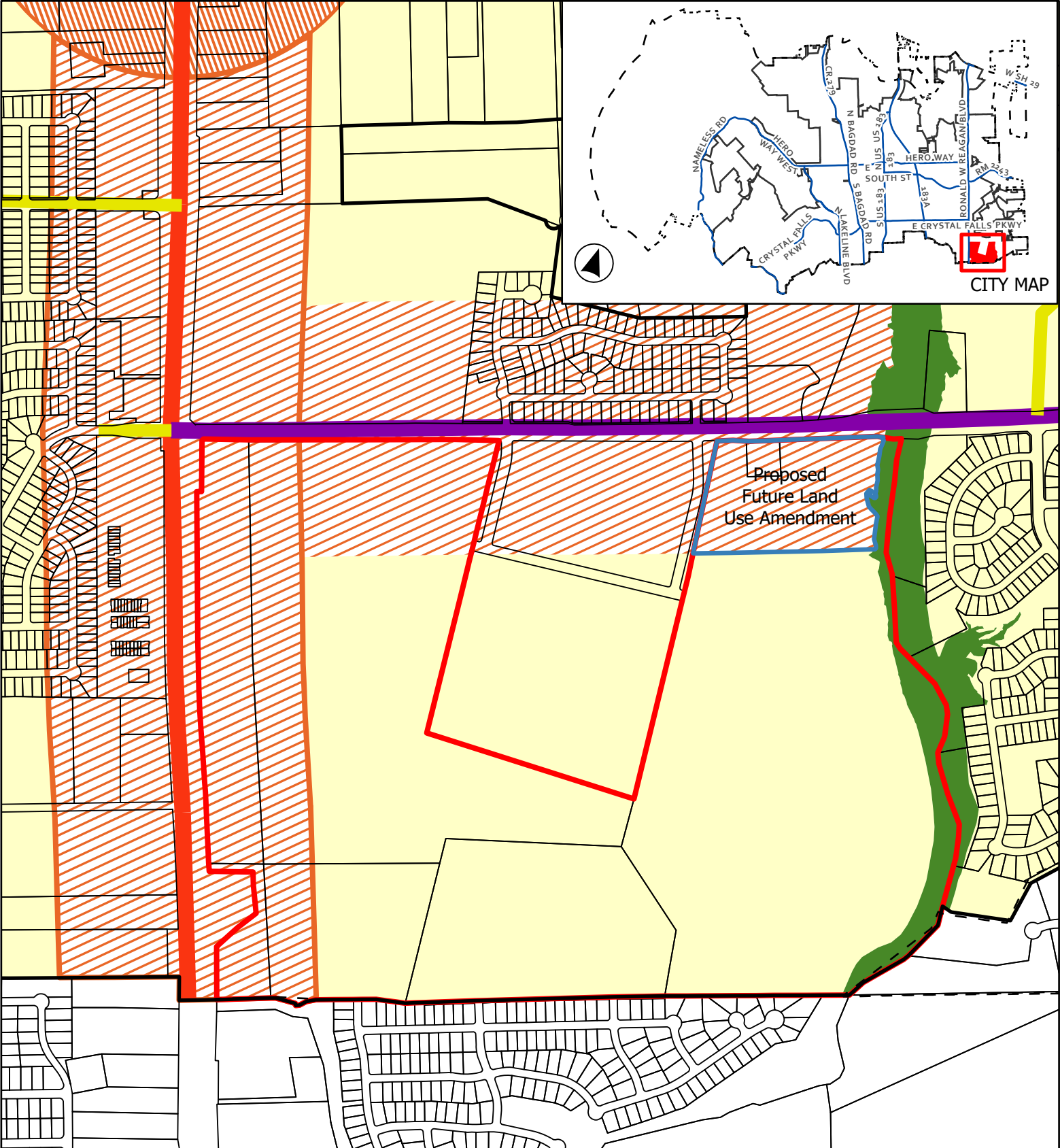
- No changes have been made to the request, but the developer will demonstrate how many of their concerns would be mitigated.

A second neighborhood meeting was held at 6:30 pm on February 5, 2024 at the Mason Homestead. No additional concerns were listed by the applicant.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

Staff supports the request based on the adjacent land uses of residential and the school towards the east on Journey Parkway and topography limitations for commercial development on the site. Staff has recognized that commercial development is trending more towards the Ronald W. Reagan Boulevard and residential as you move east on Journey Parkway. In addition, the proposal of 70' lots is consistent with Ordinance 22-031-00 Water Resolution, which prioritizes low density uses components Single-Family Rural, Single-Family Estate, and Single-Family Suburban. Although, the General Commercial component is not intended to be abutting residential uses, the creek will act as a buffer and limit the accessibility to the neighborhood. The Local Commercial and General Commercial use is compatible with and meets the intent of the Future Land Use Map for the Multi-Use Corridor. Staff recommends approval of the case.



**CASE: CPA-23-0009
& Z-23-0102**

ATTACHMENT 2

BURLESON-ROBERTS TRACT

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
- CPA Amendment
- Neighborhood Residential
- Multi-Use Corridor

Thoroughfare Plan

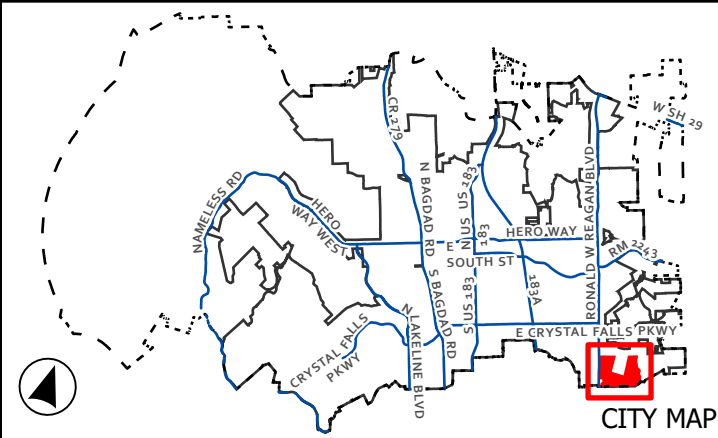
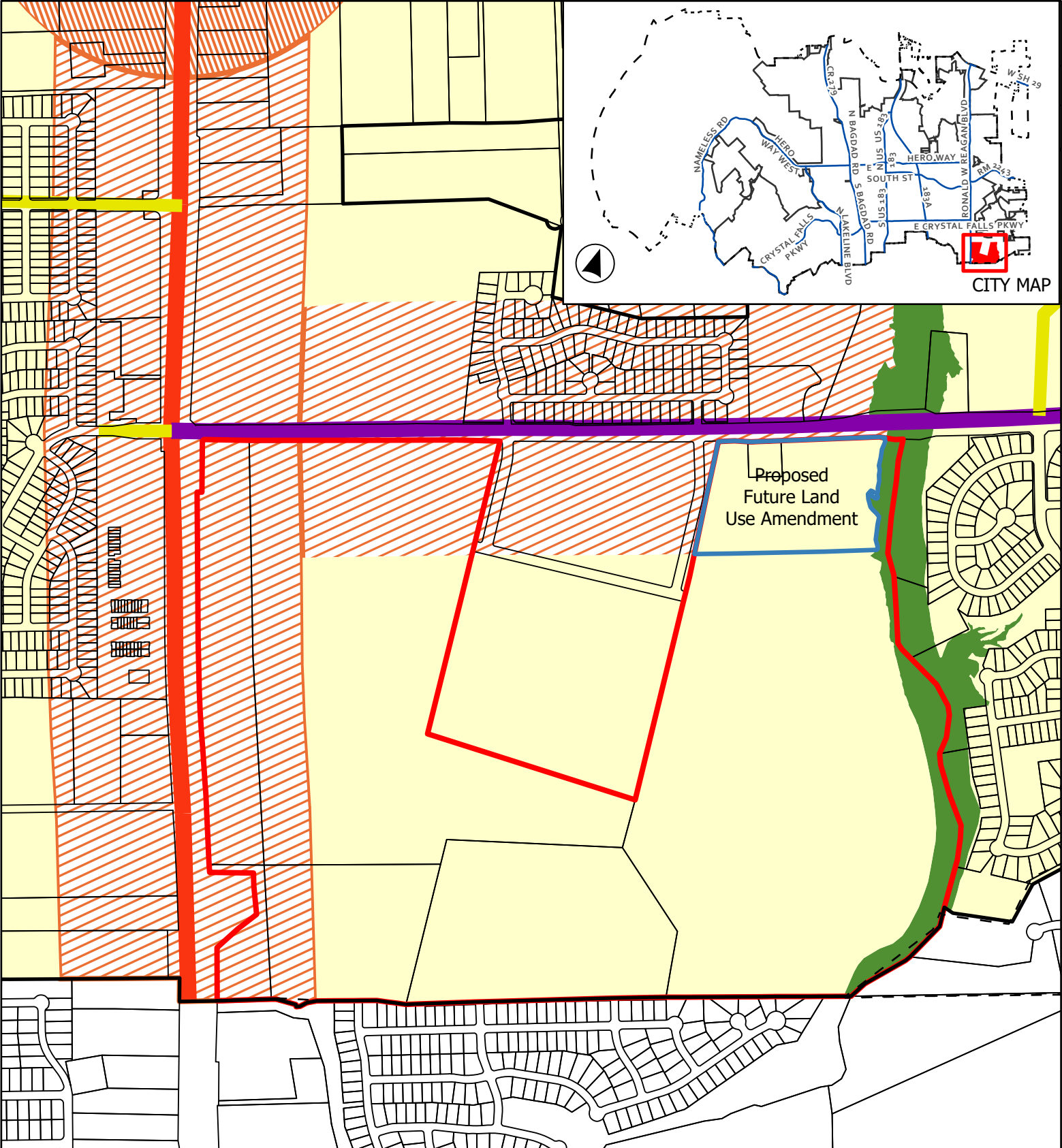
- Access Controlled, Existing
- Arterial 4 Lane, Existing
- Collector, Existing
- Multi-Use Corridor - Priority Corridor
- Neighborhood Center - Priority Corridor
- Greenway

0 365 730

Feet

Future Land Use

Page 420 of 467



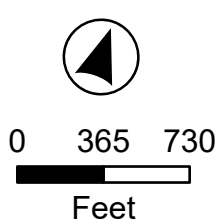
CASE: CPA-23-0009
& Z-23-0102

ATTACHMENT 3

BURLESON-ROBERTS TRACT

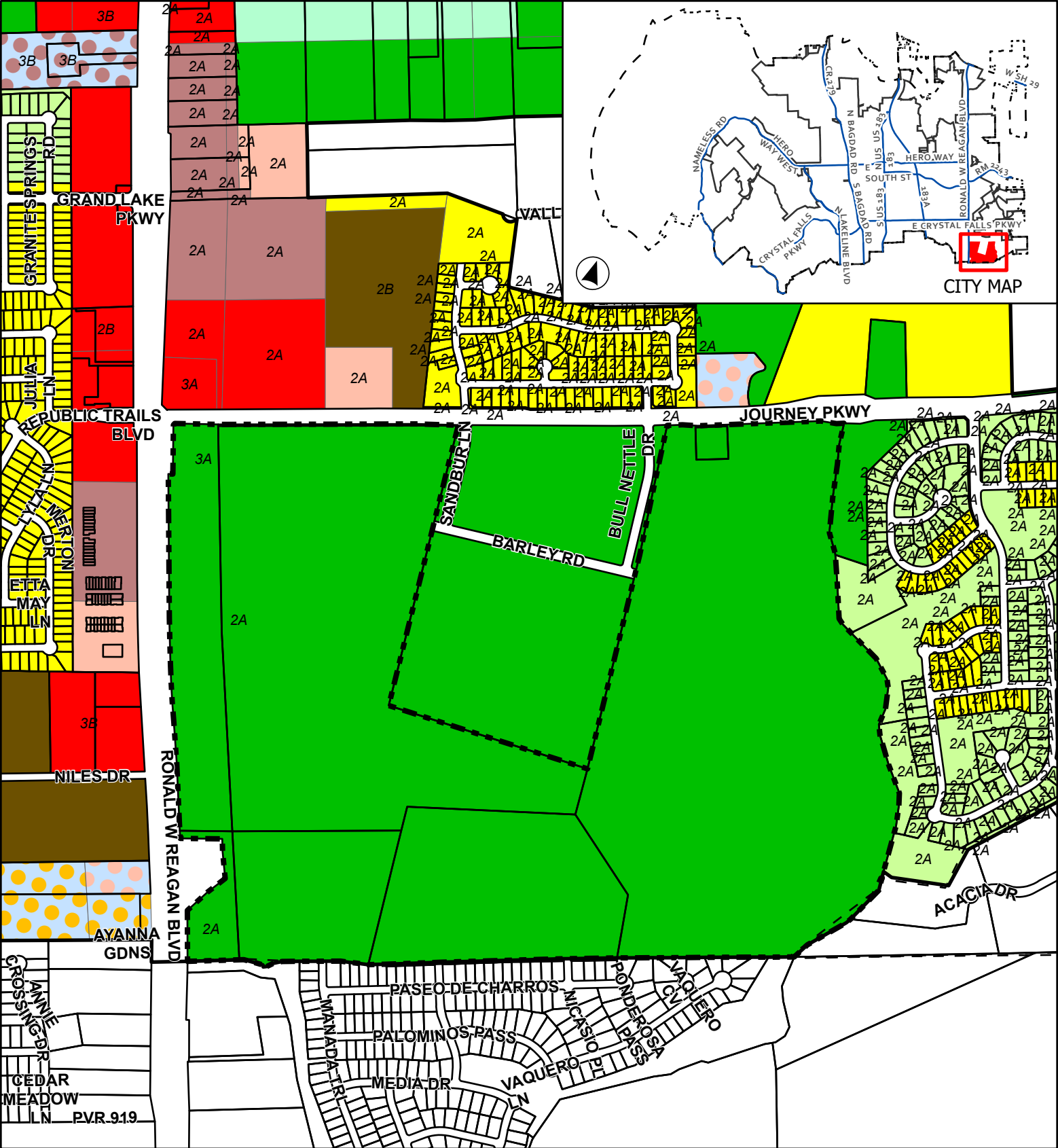
Proposed Future Land Use Map

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- Leander City Limits
- ETJ Boundary
- Subject Boundary
- CPA Amendment
- Future Land Use**
- Greenway
- Multi-Use Corridor

- Multi-Use Corridor - Priority Corridor
- Neighborhood Center - Priority Corridor
- Neighborhood Residential
- Thoroughfare Plan**
- Access Controlled, Existing
- Arterial 4 Lane, Existing
- Collector, Existing



CASE: CPA-23-0009 & Z-23-0102 ATTACHMENT 4 BURLESON ROBERTS TRACT

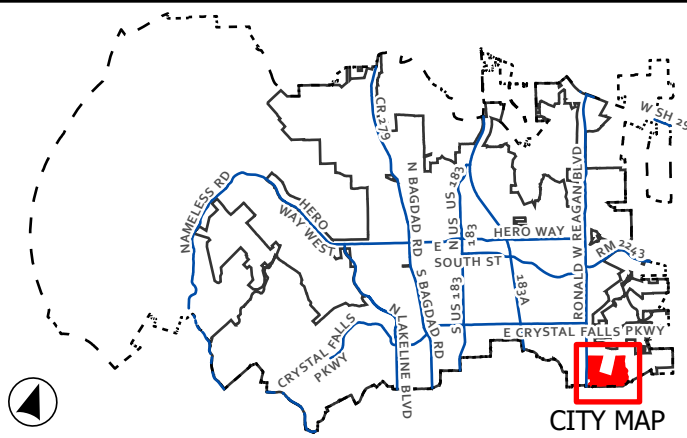
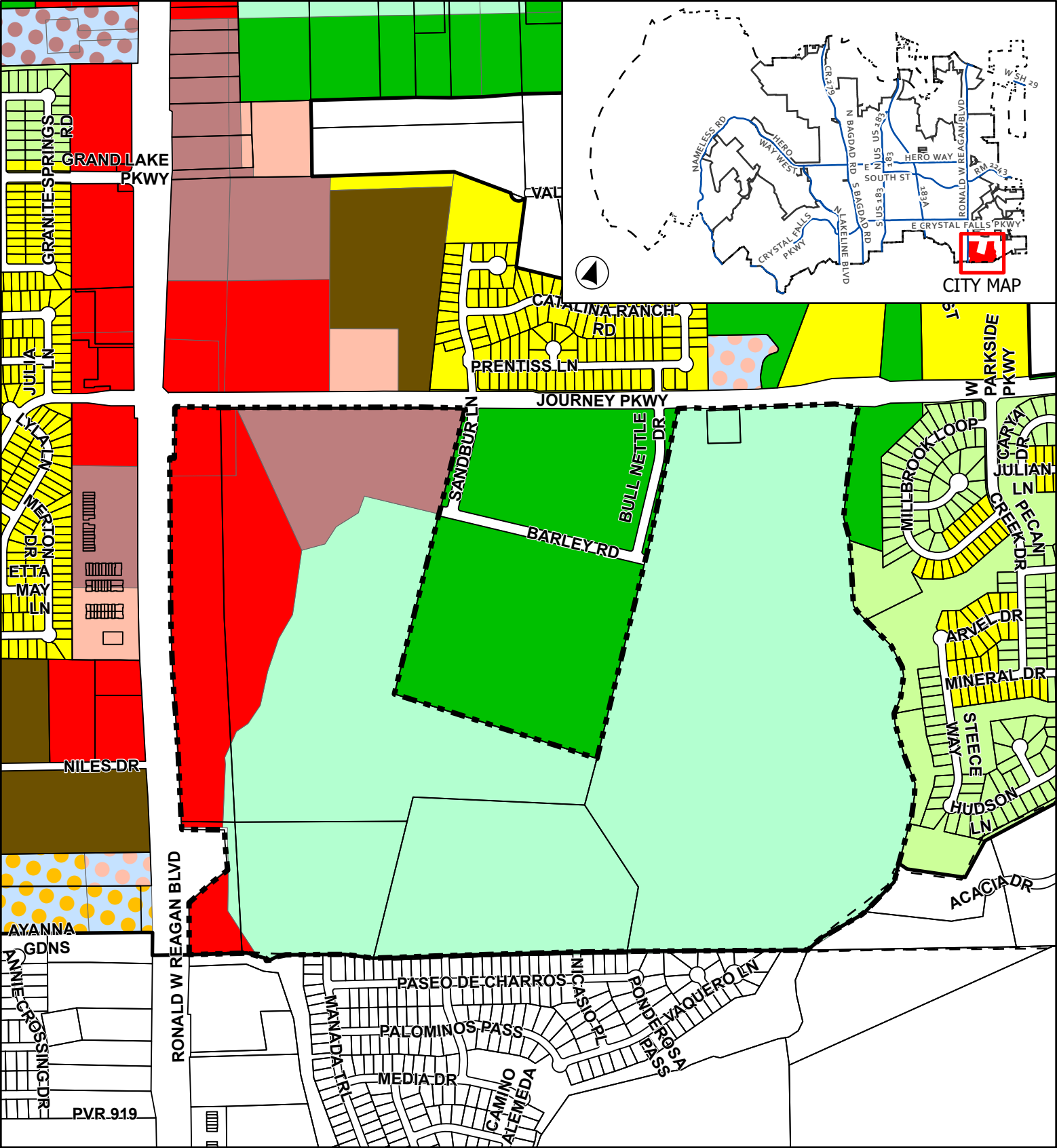
Current Zoning

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- | | | |
|--------------------------------|-----------------------------|-------------------------|
| Leander City Limits | SFU - Single-Family Urban | GC - General Commercial |
| Extra-Territorial Jurisdiction | SFC - Single-Family Compact | PUD - Townhomes |
| Subject Boundary | MF - Multi-Family | PUD - Local Office |
| SFR - Single-Family Rural | LO - Local Office | PUD - Local Commercial |
| SFS - Single-Family Suburban | LC - Local Commercial | |



0 300 600 Feet



CASE: CPA-23-0009 & Z-23-0102 ATTACHMENT 5 BURLESON ROBERTS TRACT

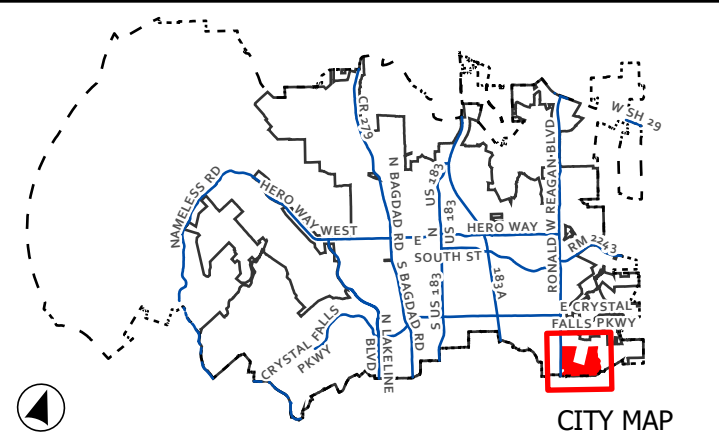
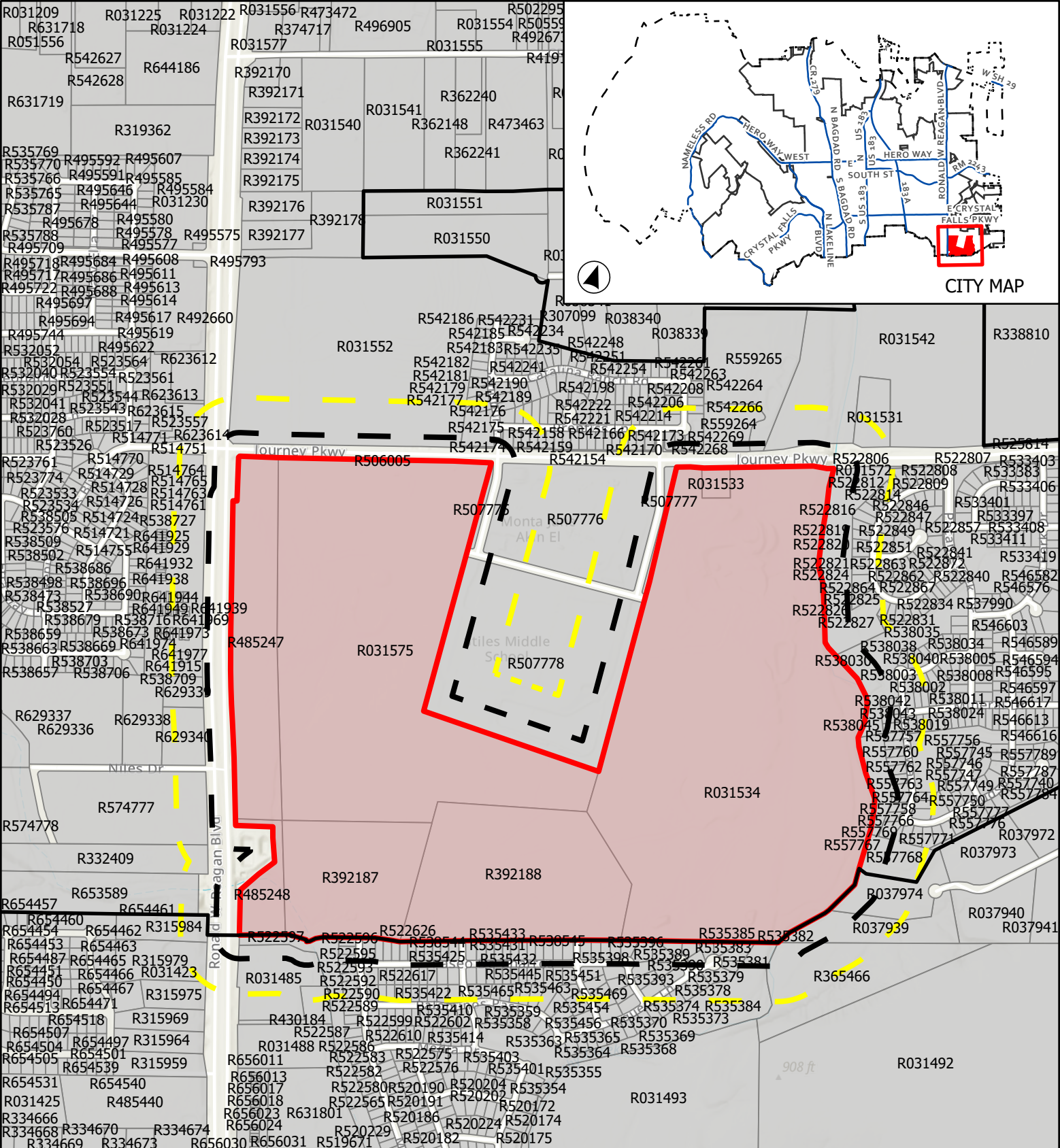
Proposed Zoning

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- | | | |
|--------------------------------|-----------------------------|-------------------------|
| Leander City Limits | SFU - Single-Family Urban | GC - General Commercial |
| Extra-Territorial Jurisdiction | SFC - Single-Family Compact | PUD - Townhomes |
| Subject Boundary | MF - Multi-Family | PUD - Local Office |
| SFR - Single-Family Rural | LO - Local Office | PUD - Local Commercial |
| SFS - Single-Family Suburban | LC - Local Commercial | |



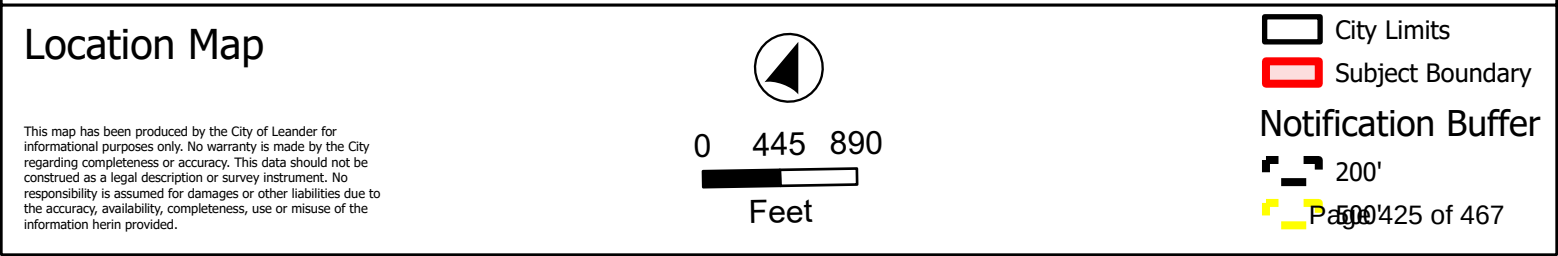
0 295 590 Feet



CASE: CPA-23-0009
& Z-23-0102

ATTACHMENT 7

BURLESON ROBERTS TRACT



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February 5, 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 (Amendment to original request)
Letter of Intent – Z-23-0102
LJA Project #A140-0422

Dear Robin:

The Burleson Roberts tract is located on approximately 290 acres at the southeast corner of Journey Parkway and Ronald Reagan Boulevard within the city limits of the City of Leander. A Development Proposal was recently completed and the Leander City Council expressed a willingness to allow removal of approximately 16 acres of Multi-Use corridor from the Future Land Use Map along the frontage of Journey Parkway at the east end of the property. A FLUM change request has been submitted under separate cover as case CPA-23-0009.

The property is currently zoned Single Family Rural (SFR-1-B). The zoning change request proposes to change approximately 234 acres from SFR-1-B to Single Family Suburban – SFS 2-B. Approximately 4 acres at the hard corner of Journey Parkway and Ronald W Reagan Boulevard is proposed to be zoned GC-3-A. The balance of the area, approximately 50.7 acres, is proposed to be zoned GC-2-A.

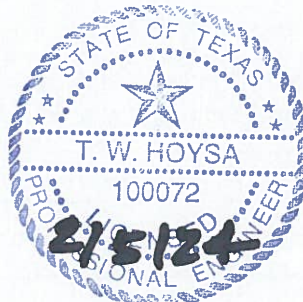
The case was originally heard at the Planning and Zoning Commission meeting on January 25, 2024. The Planning and Zoning Commission expressed reservations about allowing the case to proceed without zoning of the entirety of the tract. The above proposed zoning scheme includes the entire tract, is intended to meet the intent of the current water conservation ordinance, and is in conformance with the FLUM as proposed to be amended under CPA-23-0009.

Please find maps, executed applications, and fee estimates attached for further City review of this proposed Zoning change. Please let us know if you have any questions or require additional information. Thank you.

Very Truly Yours,
LJA ENGINEERING, INC.



T. Walter Hoysa, P.E.
Vice President



APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

On January 31, 2024, letters were hand-delivered to all residential property owners within 500 ft. of the property by the developer.

Attached is a map illustrating the parcels that were notified, along with the letter that was distributed.

We held a neighborhood meeting held at 6:30 pm on February 5th, 2024 at the Mason Homestead 1101 S Bagdad.

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.

The HOAs to the East and the North of the Property were notified via email, (Pecan Creek and Catalina Ranch) and all residential property owners within 500 ft.

were notified via hand-delivered notices. Attached is a list including the names and addresses of the individuals notified.

3. What concerns were raised during these communications?

•Requested additional coordination on traffic issues with City of Cedar Park (both during construction and design)

•Potential for an (delete significant) increase in cut-through traffic for Cedar Park residents located to the south in Caballo Ranch; however, residents located in communities along Journey Parkway were excited about the development in regards to the school connectivity and how it will

•Interest in connections to Ronald Reagan (and stoplights) that would alleviate cut-through traffic in Caballo Ranch.

•Caballo Ranch homeowners wish to see a buffer between their homes and the future development. Please note that they are not aware of a 30' to 67' setback that will be in place due to a WW easement, which we believe is more than enough of an adequate buffer.

•Concerns around the future capacity of the Elementary and Middle School with the new development. We cannot comment on behalf of LISD, but please note that the less dense zoning of SFS compared to the nearby SFC zoning will mitigate the impact to the schools. Additionally,

•Perfect Game's development and increased potential for traffic issues along New Hope Dr., and Construction noise and traffic during the development

•Concerns about how drainage could impact Caballo Ranch. We communicated to them that a full drainage study would be completed and the project would be Engineered appropriately to not increase any drainage onto their property

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

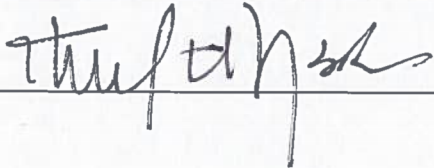
No specific modifications were made to the zoning request, but the developer highlighted how further design and study would demonstrate how

many of their concerns would be mitigated Overall the neighbors did not have any concerns around the actual zoning we are requesting, but the primary concern was made from the southern property owners in regards to cut through traffic to the school.

However, the neighbors to the north were in support of the future roads from Ronald Reagan to the schools as it would mitigate traffic on Journey. Lastly, the neighbors recognized that the proposed less intense residential zoning category substantially dampens the the overall effect of the concerns they raised and the positive impact that larger lot sizes would have on their property values.

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

Signature: _____



Date: _____

2/6/2024

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 TO NEIGHBORHOOD RESIDENTIAL FOR THE PROPERTY GENERALLY LOCATED AT 14750 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. 24-029-00;

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. 24-029-00 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 18th 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 REZONING EIGHT (8) PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) AND INTERIM SFR-2-B (SINGLE-FAMILY RURAL) TO SFS-2-B (SINGLE-FAMILY SUBURBAN), LC-2-B (LOCAL COMMERCIAL), GC-2-A (GENERAL 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 parcels of land, which is herein referred to as the "Property". Those certain parcels of land being 290 acres ±; being more particularly described in Exhibit "A"; more commonly known as 14750 Ronald W. Reagan Blvd.; identified by Williamson Central Appraisal District tax identification numbers R506005, R485247, R485248, R031575, R392187, R392188, R031534, and R031533; more particularly described in Instrument Numbers 2012107179, 2013065089, and 2013049911; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) and Interim SFR-2-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban), LC-2-B (Local Commercial),

GC-2-A (General Commercial), and GC-3-A (General Commercial) as shown in Exhibit “A”.

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

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

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

PASSED AND APPROVED on First Reading this the 18th day of April, 2024.
FINALLY PASSED AND APPROVED on this the 2nd day of May, 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, April 11, 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 present except Commissioner Deirdre Moss.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the April 4, 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

Motion: To approve Consent Agenda Items 6 & 7.

By: Ron May

Seconded: Scott Calame

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

No: None

Abstain: None

6. Approval of the extension of the completion date for Subdivision Case PICP-21-0032 Blockhouse Creek Farm - Leander Public Improvement Construction Plans; more particularly described by Williamson Central Appraisal District Parcels R629336, R629338, and R629340, generally located at along Niles Drive, west of Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

7. Approval of the minutes for meeting held on March 28, 2024.

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing 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), LC-2-B (Local Commercial), GC-2-A (General Commercial), and GC-3-A (General Commercial) and on eight (8) parcels of land approximately 290 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.

Motion: To approve Zoning request Z-23-0102

By: Laura Lantrip

Seconded: Scott Calame

Yes: John Cosgrove, Ron May, Laura Lantrip, Scott Calame

No: Donnie Mahan, James Oliver

Abstain: None

REGULAR AGENDA

9. Adjournment at 6:10 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
4/18/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Ordinance Case OR-24-0017 to amend the Subdivision Ordinance to adopt updates to the Parkland Dedication, Park Improvement, and Parkland Fee-in-Lieu regulations and requirements, and to provide for related matters; Williamson & Travis Counties, Texas. *[Withdrawn by applicant]*

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. Notice of Withdrawal of the Public Hearing 4-2024

**Notice of Withdrawal of the Public Hearing for the City of Leander
Parkland Dedication Ordinance Revision
scheduled for Thursday, April 18th, 2024.**

The applicant, the City of Leander, is withdrawing the application to hold a public hearing related to Parkland Dedication Ordinance revisions. Based upon City Council feedback and the need for additional research identified during the City Council Workshop on April 4th, 2024, it has been determined that the information could not be fully accomplished by April 18th. The City of Leander intends to provide a formal proceeding to receive input from interested parties, including the general public, once all information has been received and assessed. A date has not been determined when this may occur.





EXECUTIVE SUMMARY
4/18/2024

AGENDA SUBJECT:

Discussion regarding the Comprehensive Plan Implementation Schedule, Leander, Williamson & Travis Counties, Texas.

BACKGROUND:

The City Council adopted the current Comprehensive Plan on April 1, 2021 and updated it on March 3, 2022, June 1, 2023, and January 4, 2024. Chapter 6 of the Plan includes an implementation schedule that lists the goals and strategies with timeframes. This agenda item includes a status update for the implementation schedule to show progress on the items.

The Comprehensive Plan review completed by the Commission during the March 14, 2024 meeting is also attached as Attachment #2 for reference.

The following goals have been completed:

- 1.2.5 Review the lighting ordinance to ensure appropriate and compatible site and building lighting for new development.
- 2.2.1 Identify and prioritize recruiting through a targeted industry analysis.
- 3.1.1 Identify and prioritize the recruitment of primary jobs through a targeted industry analysis.
- 3.2.2 Develop marketing and branding material that responds to key information needs of site selectors, brokers, developers, and targeted prospects. Website Update
- 4.1.4 Create a targeted marketing campaign for the Leander Station activity center as a premier regional destination.
- 5.2.5 Consider the creation of a “Leander Beautification” committee to identify improvements citywide.
- 6.1.1 Develop a detailed master plan for Old Town Leander.
- 6.2.3 Conduct a parking assessment in Old Town.
- 6.2.5 Explore funding opportunities for public improvements.
- 6.3.1 Create a Leander heritage promotion program that educates and celebrates Leander’s rich history.
- 9.1.2 Update the City’s street cross-sections to ensure a balance of safety and people-centered streetscape elements.
- 9.2.1 Regularly re-evaluate the City’s methods for studying traffic impacts and assessing mitigation costs.
- 11.2.4 Conduct the five (5)- year update of the Water and Wastewater Impact Fees.
- 12.2.6 Develop digital tools to provide information and education to the public.

The following updates were made to ordinances and plans:

- 1. In April 2023, the Building Code was updated to remove local amendments that were in conflict with new codes and require that shell buildings are pre-plumbed for multiple restrooms.
- 2. In June 2023, the Transportation Master Plan was updated to revise the classification of several roads.
- 3. In September 2023, Old Town Master Plan was completed.
- 4. In November 2023, the Sign Ordinance was amended to overhaul the standards and address changes in response to new sign types, materials, and technology.

5. In January 2024, the Comprehensive Plan was updated to reduce residential zoning permitted in Urban Mixed-Use, Activity Centers and Employment Centers, update the Comprehensive Plan and Future Land Use Map to address changes to the Transportation Master Plan and provide clarity on some land use categories.
6. In January 2024, the Subdivision Ordinance was updated to support the newly adopted Roadway Impact Fees by revising Roadway Adequacy Fee to Roadway Adequacy Payment, implement the use of a Traffic Study Screening Evaluation Form, and general clean up.
7. In February 2024, the Noise Ordinance was updated to overhaul the ordinance and make updates in response to changes in technology including adding definitions, modifying maximum sound levels, updating provisions for construction, demolition, and maintenance work, and provide options for administrative exceptions and City Council exceptions.
8. In March 2024, the Water Masterplan was updated and included identifying and prioritizing projects for five (5)-, ten (10)- and twenty (20)- year horizons reaching the full buildout expected to be in 2040. The study was named 20-Year Water Capital Improvement Plan which serves as an update to Appendix G Water Masterplan.

Staff is working on updates to the following ordinances:

1. Entertainment District Creation – Spring 2024
2. Parkland Dedication Ordinance Update – Spring 2024
3. Short Term Rentals – Spring 2024
4. Composite Zoning Ordinance updates and clean up – Spring 2024
5. Building and Fire Code 2024 code package – End of 2024

HISTORY/TIMELINE:

04/01/2021 - Adoption of the Comprehensive Plan Update
10/12/2021 - Applicant update to the Future Land Use Map (Hampton Park Estates)
03/03/2022 - COL update to the Future Land Use Map
04/07/2022 - Applicant update to the Future Land Use Map (M Ranch)
05/19/2022 - Applicant update to the Future Land Use Map (Leander Estates)
02/02/2023 - COL update to the Comprehensive Plan to update the Transportation Master Plan (Republic Trails)
06/01/2023 - COL update to the Comprehensive Plan to update the Transportation Master Plan
09/21/2023 - Adoption of Old Town Master Plan
01/04/2024 - COL update to the Comprehensive Plan and Future Land Use Map
03/07/2024 - COL update to the Comprehensive Plan to update the Water Master Plan
03/28/2024 - Planning & Zoning Commission Discussion

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

PRESENTER:

Karina Castillo, AICP, Planning Manager

Fiscal Impact

Attachments:

1. Att 1 Implementation Schedule 2024
2. Att 2 P&Z Comprehensive Plan Summary Notes

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

ECONOMIC PROSPERITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 1: Economic Growth - Quality growth and development to generate a diverse tax base.								
Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.								
1.1.1	Follow the Future Land Use Map guidance for zoning and development decisions.	Policy				X	Development Services	Ongoing
1.1.2	Implement the comprehensive plan’s design character framework to ensure appropriate design characteristics.	Regulation				X	Planning	Ongoing
1.1.3	Maintain and implement fiscal, administrative and regulatory policies and processes designed to stimulate increased economic activity and investment in the City.	Policy				X	Planning, Economic Development	Ongoing
1.1.4	Prioritize value-intense development within the boundaries of the Tax Increment Reinvestment Zone (TIRZ) financing district.	Policy				X	Planning, Economic Development	Ongoing
Strategy 1.2: Maintain development codes that achieve the community’s desired character and quality.								
1.2.1	Encourage and promote quality development through predictable and flexible development codes.	Policy				X	Planning	Ongoing
1.2.2	Pursue a near-term, comprehensive assessment of the development codes.	Study				X	Planning	Ongoing - Initiated staff committee to evaluate codes and suggest updates. The committee meets once a month.
1.2.3	Prepare amendments to the development codes to address changing market demands and development patterns.	Regulation	✗			X	Planning	Ongoing - Code updates are in discussion to increase the size of accessory structures to support work from home options.
1.2.4	Prepare amendments to the development codes and investment strategies for development along greenways.	Regulation	✗				Planning, Parks and Recreation, Economic Development	Ongoing - Code updates are in discussion to amend parkland and greenway requirements.
1.2.5	Review the lighting ordinance to ensure appropriate and compatible site and building lighting for new development.	Regulation	X				Planning, Code Enforcement	Complete - Amended the sign ordinance to update standards. Dark Sky Ordinance is in place for all new development. Added updates to the Sign Ordinance with regards to lighting.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

ECONOMIC PROSPERITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS	
			0-2	3-5	6-10	Ongoing			
Goal 2: Commercial Development - A dynamic commercial marketplace welcoming business opportunity.									
Strategy 2.1: Expand commercial tax base through strategic investment, support for local businesses, and partnerships with regional economic entities.									
2.1.1	Support the success of existing businesses and cultivate a robust entrepreneurship and innovation eco-system.	Policy				X	Economic Development, Public Information Office	Ongoing - Promoting the success of legacy businesses like One Source Manufacturing	
2.1.2	Devise a unique Leander “shop local” strategy.	Program				X	Economic Development, Public Information Office	Ongoing - Coordinating with Chamber on video series, sharing ribbon cutting events on social, and thanking local business sponsorship	
2.1.3	Evaluate opportunities to utilize public investment tools and programs to grow the local economy.	Policy				X	Economic Development	Ongoing	
2.1.4	Develop and utilize an economic impact analysis tool such as a cost-to-serve model to examine the tax base and service implications of new developments.	Study	✗			✗	Economic Development	Ongoing - Implemented use of Impact DataSouce to examine economic impact of potential projects and prospects.	
2.1.5	Monitor Leander’s tax and fee structure to maintain competitive rates in the region.	Policy				X	Economic Development	Ongoing - Staff evaluates tax and fee structure of nearby communities when adopting new rates.	
Strategy 2.2: Facilitate quality commercial development through targeted marketing and a commitment by the City to help businesses grow and expand									
2.2.1	Identify and prioritize recruiting through a targeted industry analysis.	Regulation	X				Planning, Economic Development (With The Chamber of Commerce)	Completed- Identified target industries in Economic Development Strategic Plan.	
2.2.2	Prioritize commercial growth through the use of zoning, the Future Land Use Map, and prioritized investments and incentives.	Study				X	Economic Development	Ongoing -	
2.2.3	Consider the impacts of economic development in all aspects of City decision-making and operations.	Program				X	Economic Development, Public Information Office	Ongoing - Coordinating with all departments on utility, road, budget and growth impacts.	
2.2.4	Promote Leander’s positive outlook through story feeds and experiences as part of a cohesive digital communications strategy that aligns with the Leander brand.	Program				X	Public Information Office	Ongoing - Working with local video production companies to promote small businesses and highlight legacy employers. Also promoting profiles of city staff.	
2.2.5	Conduct an annual regulatory review meeting.	Coordination				X	Development Services	Ongoing - Should schedule first meeting in 2024	
2.2.6	Convene a task force of local and area commercial real estate developers to examine challenges and opportunities for Leander to succeed with commercial development.	Coordination				X	Economic Development, (With The Chamber of Commerce)	Ongoing - Have held multiple industry roundtable discussions with the Leander Chamber of Commerce and stakeholders.	
2.2.7	Streamline the development process through identification of process improvements.	Study	✗			X	Development Services	Ongoing - Development Hub was launched in 2022. Staff is evaluating the annual report to analyze the performance of the software.	

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

ECONOMIC PROSPERITY ACTIONS			ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
				0-2	3-5	6-10	Ongoing		
Goal 3: Employment - Leander is well-positioned as an attractive place for employers.									
Strategy 3.1: Expand promotional and recruitment efforts to proactively position Leander to attract top-level talent and primary jobs.									
3.1.1	Identify and prioritize the recruitment of primary jobs through a targeted industry analysis.	Study	X				Economic Development	Completed - Identified target industries in Economic Development Strategic Plan.	
3.1.2	Aggressively market and cultivate both large, high-wage employers and smaller, locally-owned entrepreneurial businesses and startup firms.	Coordination				X	Economic Development, Public Information Office	Ongoing - Staff creates customized marketing collateral when visiting with prospects.	
3.1.3	Prioritize the recruitment of destination-oriented concepts, including entertainment, restaurants, and retail venues identified in the Retail Leakage Study.	Policy	✕			X	Economic Development	Ongoing - Implemented Destination Incentive Restaurant Incentive Program.	
3.1.4	Promote Leander's community amenities, quality of life elements, and award-winning schools as a recruitment strategy.	Program				X	Economic Development, Public Information Office, (With The Chamber of Commerce)	Ongoing - Completed video highlighting Leander assests.	
3.1.5	Strengthen cooperation and partner with the Leander Chamber of Commerce to ensure regional patnerships.	Coordination				X	Economic Development, (With The Chamber of Commerce)	Ongoing - Maintain partnerships with the Leander Chamber, Williamson County Economic Development Partnership, Opportunity Austin and the Governor's Office of Economic Development.	
3.1.6	Pursue state and national recognition certifications to promote Leander.	Coordination				X	Public Information Office	In research	
Strategy 3.2: Utilize partnerships to assist in the effort to prepare economic development sites for employment.									
3.2.1	Engage with landowners to encourage quality desired development in Employment Center and Activity Center areas.	Coordination				X	Planning, Engineering, Economic Development	Ongoing - Staff routinely engages with landowners to determine interest in responding to leads for development opportunities	
3.2.2	Develop marketing and branding material that responds to key information needs of site selectors, brokers, developers, and targeted prospects. Website Update	Program	✕			✕	Public Information Office	Complete/Ongoing - Launched new website in Nov 2023 and City joined the Wilco EDP in Feb 2023 to initiate joint marketing to targeted prospects.	
3.2.3	Consider methods of public-private partnerships and cost- sharing.	Coordination				X	Economic Development	Ongoing - All available incentives are listed on the city website and staff evalutes all available tools for economic development projects.	

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

ECONOMIC PROSPERITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 4: City Center - A new urban city center to capitalize on the Leander Station.								
Strategy 4.1: Continue efforts regarding the construction of projects within the Leander Central/Transit-Oriented Development District as a mixed-use urban environment.								
4.1.1	Study moving City Hall to the Leander Central area.	Study	✕		✗		Administration	Pending - City gathering more information to determine future location of City Hall.
4.1.2	Begin to treat the Leander Central area as the city center in future decision-making to distinguish it from Old Town.	Policy				X	Development Services	Ongoing - Old Town Master Plan is complete. Northline has began operations in some of the development as the rest continues under construction.
4.1.3	Continue the regulatory and financial design framework for the Leander Central and Urban Mixed-Use areas.	Regulation				X	Planning, Economic Development	Ongoing
4.1.4	Create a targeted marketing campaign for the Leander Station activity center as a premier regional destination.	Program		×		✗	Economic Development, Public Information Office (With The Chamber of Commerce)	Complete/Ongoing - Coordinated video to highlight Leander assets. Continuing Chamber partnership.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

COMMUNITY CHARACTER ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 5: Community Branding - Establishment of a community brand that showcases Leander’s uniqueness.								
Strategy 5.1: Create a brand for Leander that captures Leander’s identity.								
5.1.1	Begin a branding conversation to elevate Leander’s identity. Provide a scope.	Study	✕			✕	Public Information Office	Ongoing - Launched new website in Nov 2023, received input on Leander identity during Old Town Master Plan development, approved Sept 2023.
5.1.2	Promote community history and points of interest in the branding plan.	Study				X	Public Information Office	Ongoing - working on multiple projects including Bryson Farmstead, Old Town Park, Old Town Master Plan, and US 183 Corridor Study.
5.1.3	Prepare marketing and promotional materials as part of the new brand.	Program		✕	✕		Public Information Office	In research
Strategy 5.2: Develop gateway features and wayfinding that delineate the boundaries of the City and guide visitors and residents to key destinations.								
5.2.1	Create a gateway and signage plan to showcase the new brand and identity elements.	Study		X			Public Information Office	In Progress - Old Town Master Plan approved Sept 2023 includes recommendation for branded wayfinding in Old Town. Citywide plan in research.
5.2.2	Study regional corridors for gateway enhancements.	Study			X		Planning, Public Information Office	Pending - US 183 Corridor Study started Nov 2023.
5.2.3	Prepare a corridor study for US 183 to create a “main street” arrival adjacent to Old Town.	Study			X		Planning, Public Information Office	Pending - US 183 Corridor Study started Nov 2023.
5.2.4	Explore landscaping enhancements on major highway corridors.	Study			X		Planning, Parks and Recreation	
5.2.5	Consider the creation of a “Leander Beautification” committee to identify improvements citywide.	Coordination		X			Planning, Public Information Office, Parks and Recreation	Completed - Ad Hoc Committee on beautification created by the Mayor.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

COMMUNITY CHARACTER ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 6: Old Town - A destination focused on the arts, shopping, and entertainment honoring Leander’s heritage.								
Strategy 6.1: Develop a cohesive plan to make Old Town Leander a unique place with a distinct identity.								
6.1.1	Develop a detailed master plan for Old Town Leander.	Study	X				Planning, Engineering	Completed - Old Town Master Plan was completed in 2023.
Strategy 6.2: Encourage development and activity in Old Town with locally-owned and unique shopping, dining, and entertainment opportunities.								
6.2.1	Consider amendments to the development codes to encourage desired uses in Old Town.	Regulation				X	Planning	Ongoing - The Entertain District is under consideration with potential for a committee to work on updating standards to the development codes.
6.2.2	Develop annual work plans for Old Town development initiatives.	Program		X			Planning, Parks and Recreation, Economic Development	Ongoing - The Old Town Master Plan was completed in 2023 and implementation will begin soon.
6.2.3	Conduct a parking assessment in Old Town.	Study	X				Planning, Engineering	Completed - The Old Town Master Plan was completed in 2023 and includes a parking assessment.
6.2.4	Continue the Old Town Revitalization Program.	Program				X	Economic Development	Ongoing - Old Town gas line expansion completed in 2023. The fire improvements project, Old Town Park, and the Broade Street striping project are ongoing.
6.2.5	Explore funding opportunities for public improvements.	Capital Investment	✗			✗	Administration, Finance	Complete/Ongoing – City received \$7.9 million from CapMetro in 2022 for Old Town improvement projects. City also is evaluating potential funding sources identified in Old Town Master Plan approved Sept 2023.
6.2.6	Carefully consider the transitional compatibility with existing residential as Old Town evolves into an all-day activity area.	Study				X	Planning	Ongoing - The Old Town Master Plan provides suggestions for code updates. We will consider transitional compatibility with the updates.
Strategy 6.3: Promote the desired Old Town development character by incorporating and preserving elements of Leander’s heritage and history into Old Town Leander.								
6.3.1	Create a Leander heritage promotion program that educates and celebrates Leander’s rich history.	Program	✗			✗	Economic Development, Public Information Office	Complete/Ongoing - Historical Preservation Commission hosts historical displays at the library and promotes history at Council meetings. Historical art displays also being considered in future park developments.
6.3.2	Explore opportunities to qualify for state and federal resources related to historic preservation and public art.	Program				X	Economic Development	
6.3.3	Encourage the preservation and rehab of contributing historic structures.	Policy				X	Economic Development	
6.3.4	Allocate funds for the construction of an Old Town park.	Capital Investment	✗	✗			Parks and Recreation	Pending - Funds are in place for the Old Town Park.
6.3.5	Consider moving City Hall and civic center facilities partially or entirely to another location in the city.	Study	✗		✗		Administration	Pending - City gathering more information to determine future location of City Hall.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

COMMUNITY CHARACTER ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 7: Outdoor Spaces - Activated, connected, and destination-based outdoor spaces.								
Strategy 7.1: Build and connect a community-wide system of linear greenway parks and trails.								
7.1.1	Establish a greenways network through partnerships and regulations.	Coordination/ Regulation				X	Parks and Recreation	
7.1.3	Conduct a detailed feasibility study for the future San Gabriel River Regional Trail.	Study		X			Parks and Recreation	Ongoing - will look to budget for study in FY 25.
7.1.4	Pursue a trail access corridor to the Balcones Canyonlands Preserve.	Capital Investment			X		Parks and Recreation	Ongoing - will work with GIS to identify routes.
7.1.5	Partner with Cedar Park to connect Lakewood Park to the Williamson County Southwest Regional Park and Brushy Creek trail extension.	Coordination		X			Parks and Recreation	Ongoing - segments along the route are being developed.
7.1.6	Partner with public and private organizations to expand regional trail connectivity that support transportation and recreation.	Coordination				X	Parks and Recreation	
Strategy 7.2: Expand the parks system and recreation offerings to keep pace with community growth.								
7.2.1	Implement the 2019 Parks Master Plan.	Coordination				X	Parks and Recreation	
7.2.2	Increase recreation opportunities and programming throughout the community to serve a diverse, multi-generational population.	Program				X	Parks and Recreation	Ongoing - Hired a consultant in July of 2022 to provide a master plan and design fo the South San Gabriel River Park and Leander Atheletic Complex. Leander Activity Center opened in spring of 2022
7.2.3	Develop a phasing plan to replace and/or upgrade playscapes.	Program	X	X			Parks and Recreation	Ongoing - Complete replacement of Devine Lake and Bledsoe Park playscapes in 2023
7.2.4	Acquire property for a signature community park in northwest Leander.	Capital Investment	X	X			Parks and Recreation	
7.2.5	Review the parkland dedication ordinance to ensure desired neighborhood park outcomes.	Study				X	Parks and Recreation	Ongoing - In process, anticipated approval of revised parkland dedication ordinance to be completed in 2024
Strategy 7.3: Pursue signature destinations for events and regional attractions.								
7.3.1	Encourage and invest in event spaces for entertainment and activities for local and regional attraction. Hotel legislation	Capital Investment				X	Economic Development, (With The Chamber of Commerce)	Ongoing - Completed Hotel Study in 2024. Passed HB 4103 to create incentives for potential event space.

7.3.2	Identify opportunities to use parks for tourism and events.	Coordination				X	Parks and Recreation, Public Information Office, (With The Chamber of Commerce)	Ongoing - Partnered with third parties to host Diwali and Bathukamma festivals in 2023 and updated Parks User Fees Policy in Jan 2024 to utilize Lakewood Park for more large-scale events.
7.3.3	Expand opportunities for public art in outdoor spaces throughout Leander	Program				X	Parks and Recreation	Ongoing - New sculpture was added to Lakewood Park along with new mural at Robin Bledsoe Park in 2023
7.3.4	Increase the number of community events (festivals, concerts, farmer's markets, etc.).	Coordination				X	Parks and Recreation, Public Information Office, (With The Chamber of Commerce)	Ongoing - Parks Fees Policy was updated in January 2024 to utilize Lakewood Park for more large-scale events.
7.3.5	Develop the future San Gabriel Park property and consider additional expansion acreage, if possible.	Capital Investment		X			Parks and Recreation	Ongoing - Hired a consultant in July of 2022 to provide a master plan and design fo the South San Gabriel River Park and Leander Atheletic Complex.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

COMMUNITY CHARACTER ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 8: Education and Community Partnerships - Strong partnerships with education providers and community groups to achieve community goals and foster civic pride.								
Strategy 8.1: Support education providers to promote quality education for the next generation in Leander.								
8.1.1	Establish centers of excellence through engagements with Leander ISD, higher education institutions and local businesses.	Coordination				X	Planning, Engineering	Ongoing - Staff meets with the LISD demographer annually. Staff also meets with LISD during the planning and development stages of new schools. LISD receives a zoning notice for all residential cases.
8.1.2	Support and expand safe and connected routes to school.	Program				X	Planning, Engineering, Parks and Recreation	Ongoing - Will also be supported by the Transportation Master Plan.
8.1.3	Support efforts to integrate elementary schools within neighborhoods.	Coordination				X	Planning, Engineering	Ongoing
8.1.4	Consider shared-use facilities with schools.	Coordination				X	Parks and Recreation	
Strategy 8.2: Support institutions of higher learning to expand educational opportunity.								
8.2.1	Leverage ACC’s San Gabriel campus to cater the corporate training solutions programs to the needs of Leander such as developing strong technology and manufacturing fields.	Coordination				X	Administration	Pending – City is meeting with ACC and LISD officials to confirm needs. ACC currently exploring Early College High School program.
8.2.2	Partner with ACC San Gabriel campus on expansion of their campus, including a potential four-year university.	Coordination				X	Administration	Pending – City is meeting with ACC and LISD officials to confirm needs. ACC currently exploring Early College High School program.
Strategy 8.3: Continue to support community service groups, non-profits, and volunteers.								
8.3.1	Identify opportunities to partner with local groups for community action steps.	Coordination				X	Fire, Code Enforcement, Police, Public Information Office	Ongoing - The Fire Department’s risk reduction program and the Police Departments’s crisis response unit has established several partners within the community who have been instrumental in providing community action as it relates to assisting our vulnerable and at-risk populations.
8.3.2	Partner with medical institutions to promote health and activity.	Coordination				X	Human Resources	Ongoing - HR confirmed that staff is eligible for a corporate discount with YMCA and Planet Fitness. We use Next Level Urgent Care & CareNow for workers' comp, drug testing, fitness for duty, etc.
8.3.3	Encourage volunteer assistance to generate civic pride and enthusiasm.	Program				X	Public Information Office, (With The Chamber of Commerce)	Ongoing - Established an online form for all volunteer interest
8.3.4	Consider partnership opportunities for a new community space.	Coordination				X	Parks and Recreation	Ongoing – partnership with Northline to create new Town Park.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

GROWTH AND MOBILITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 9: Transportation - Safe, connected, attractive streets as part of a balanced and diverse transportation network.								
Strategy 9.1: Continue to support well-designed and maintained streets to ensure safety and durability.								
9.1.1	Prioritize street safety elements in upcoming CIP projects.	Policy				X	Engineering	Ongoing - Several traffic signal and turn lane projects will improve safety.
9.1.2	Update the City's street cross-sections to ensure a balance of safety and people-centered streetscape elements.	Regulation	X				Engineering	Completed - Transportation Master Plan has this updated
9.1.3	Support and expand pedestrian and bicycle connectivity. TMP	Program				X	Engineering, Parks and Recreation	Ongoing - Transportation Master Plan has this updated
9.1.4	Continue to assess pavement condition on City streets.	Study				X	Public Works	Ongoing - Pavement assessments were performed in 2015, 2020, and 2021 (after Winter Storm Uri)
9.1.5	Assess on-street parking situations where existing narrow streets challenge emergency response.	Study		X			Engineering, Fire, Police	Pending - Old Town Master Plan was completed in 2023, but study for the entire City has not been started. Public Works has provided a list of streets that are below the current street standards to the Fire Department. This list will allow us to perform a further analysis of the street areas and demands and if any improvements are needed.
9.1.6	Consider grant opportunities for residential screening walls and compatibility elements that coincide with major street expansion.	Coordination		X			Planning	
Strategy 9.2: Ensure a connected, balanced network of streets and prioritize timely improvements through managed planning systems.								
9.2.1	Regularly re-evaluate the City's methods for studying traffic impacts and assessing mitigation costs. Traffic Impact Fees	Study	X				Engineering	Completed - Roadway Impact Fees Ordinance was adopted in July 2022, fees will be assessed in 2023 and collected in 2024
9.2.2	Account for growth-based traffic congestion through managed planning and study.	Policy				X	Planning, Engineering	Pending - Transportation Master Plan includes and several Corridor Studies are in process and being finalized to manage the traffic congestion
9.2.3	Continue to monitor emerging modes of transportation.	Study				X	Engineering, Public Works	Ongoing - City is working with CapMetro
9.2.4	Evaluate opportunities to consider transportation demand management and smart city technologies.	Study				X	Engineering, Public Works	Ongoing - Demand study included in the Transportation Master Plan and No update to smart city technologies
9.2.5	Develop a formal signalized intersection review and approval process.	Program		X			Engineering, Public Works, (With TxDOT)	Ongoing - Engineering works with consultants for signal warrant studies for this as formal process. In addition to signal warrant studies, ENG and PW work together to review standard practices (MUTCD, TxDOT, etc.) and accident data provided by PD to review other intersection improvement requests (i.e. flashing beacons, crosswalks, signage, etc.)

Strategy 9.3: Foster strong relationships with regional mobility partners to expand Leander’s influence on regional transportation decisions.								
9.3.1	Engage with TxDOT to evaluate a future US 183 turnback	Coordination			X		Public Works	Ongoing
9.3.2	Partner with regional transportation organizations to plan for priority transportation projects in Leander.	Coordination				X	Administration, Engineering	Ongoing - Working with Williamson County, TxDOT and CAMPO to partner on current and future transportation projects including Hero Way East Expansion, Bar W traffic signal, North Bagdad Road widening, and Crystal Falls Pkwy extension design. County bond funds approved by voters in Nov 2023.
9.3.3	Seek to expand enhanced transit service with CapMetro.	Coordination			X		Administration	Pending – City working with CapMetro to identify expansion opportunities for current Pickup service.
9.3.4	Partner with smaller cities in the CapMetro program to ensure equitable participation rates and service offerings.	Coordination				X	Administration	Ongoing – Council rep on CapMetro Board is communicating with small city counterparts.
9.3.5	Conduct a study to examine potential grade-separated railroad crossings.	Study			X		Engineering	
9.3.6	Seek to integrate trail crossings and park signage on the 183A Toll extension.	Coordination	✕	X			Parks and Recreation	Ongoing - Working with CTRMA to provide trail crossing under new 183A bridge to connect San Gabriel Park to the pedestrian trail on the westside of 183A

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

GROWTH AND MOBILITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 10: Housing - Long-term neighborhood integrity and a balanced, diverse mix of housing.								
Strategy 10.1: Maintain and/or improve affordability and diversity in the housing market.								
10.1.1	Encourage a variety of market-driven housing types.	Policy				X	Planning	Ongoing - This can be achieved through zoning. Currently the resolution regarding water has placed this strategy on hold.
10.1.2	Support senior living communities near neighborhoods and infill locations.	Regulation				X	Planning	Ongoing - This can be supported as development occurs.
10.1.3	Prepare amendments to the development codes to address Transitional development options.	Regulation	✕			✗	Planning	Pending - Planning will evaluate this update with our next round of ordinance updates.
10.1.4	Support emerging, flexible residential types in appropriate areas.	Regulation	✕			✗	Planning	Pending - Planning is working on updates to the ordinance that includes amendments to address the accessory dwelling concept.
Strategy 10.2: Support housing that has well-defined design character, compatibility with adjacent uses, and balanced density.								
10.2.1	Prepare amendments to the development codes that limit high- density multi-family in mixed-use activity centers.	Regulation	✕			✗	Planning	Ongoing - The Comprehensive Plan was amended to update the percentage of allowed residential uses in the mixed-use acitivity centers.
10.2.2	Review and assess compatibility standards between residential and non-residential uses.	Regulation	✕			X	Planning	Pending - Staff presented updates to the ordinance in 2022 to update the compatibility standards for development. Staff will continue to monitor.
10.2.3	Prepare amendments to the development codes to improve the design quality and compatibility of attached residential products.	Regulation	✕			✗	Planning	Pending - Planning is working on updates to the ordinance and will include this proposal in the review.
10.2.4	Prepare amendments to the development codes to preserve the aesthetic in the Rural land use area depicted on the Future Land Use Map.	Regulation	✕			✗	Planning	Pending - Planning is working on updates to the ordinance and will include this proposal in the review.
10.2.5	Prepare amendments to the development codes to create a mid- density zoning district.	Regulation	✕			✗	Planning	On hold - This can be achieved through zoning. Currently the resolution regarding water has placed this strategy on hold.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

GROWTH AND MOBILITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 11: Utilities - Integrated and well-planned utility infrastructure to serve desired growth.								
Strategy 11.1: Continue to plan ahead of growth through integrated utility infrastructure planning.								
11.1.1	Align the Leander Capital Improvement Plan (CIP) with the comprehensive plan.	Coordination				X	Planning, Engineering	Ongoing - CIP projects are developed based on the Comprehensive Plan, Transportation Master Plan, Wastewater Master Plan, and Water Master Plan
11.1.2	Continue to partner with franchise utility providers to plan ahead for critical infrastructure.	Coordination				X	Planning, Engineering	Ongoing - Engineering is working on developing a joint duct bank standard with franchise utility providers for future City projects
11.1.3	Design and manage the City’s stormwater system to mitigate against flooding.	Capital Investment		X			Engineering, Public Works	Ongoing - A FEMA LOMR is currently in process to update on FEMA Floodplains in the City to Atlas 14 Rainfall intensities. LOMR is expected to be completed in 2025. Public Works maintains an annual pond maintenance program to perform major rehabilitation on city maintained stormwater ponds in order to maintain optimum, designed, functionality. Current study of stormwater in Brushy Creek. A Stormwater Master Plan will initiate in FY2024
11.1.4	Work with telecommunication providers to facilitate enhanced broadband and 5G wireless service.	Coordination	X			X	Administration, IT, Engineering	Ongoing - City has started a quarterly meeting with Utility Providers to discuss issues and projects. In 2023, Spectrum, Verizon, and Grande have expanded services in Leander.
11.1.5	Periodically review the City’s Standard Details construction document.	Study				X	Engineering	Ongoing - Engineering has completed a review of the Standard Product List. Engineering will review City’s Standard Details and the proposed modifications in 2024.
Strategy 11.2: Prioritize the long-term strategic planning and system health of the water and utilities.								
11.2.1	Consider options to solidify Leander's water system to ensure consistent service delivery.	Study	X			X	Engineering	Ongoing - The City is working with the BCRUA Partners to expand the BCRUA Water Plant Capacity. In addition, the city working on several city water projects to ensure consistent water service delivery. Capital Improvements Program (CIP) continually assesses and adds to improve and expand water supply and resources as our highest priority.
11.2.2	Pursue and implement an update to the Water Master Plan.	Study	X	X			Engineering	Pending - An update to the Water Master Plan has been completed and will be presented to Council for approval in 2024.
11.2.3	Pursue and implement an update to the Wastewater Master Plan.	Study	X	X			Engineering	Pending - An update to the Wastewater Master Plan is ongoing and is expected to be completed in 2025.
11.2.4	Conduct the five-year update of the Water and Wastewater Impact Fees.	Study		X			Engineering	Complete - Impact Fee study was completed in 2023 and approved by Council.

11.2.5	Pursue an update to the City's 2019 Water Conservation ordinance.	Study	✕			X	Engineering, Public Works, Public Information Office	Ongoing - Updated in October 2023 with staff continuously reviewing to make needed adjustments based on current water system status and demand.
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COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

GROWTH AND MOBILITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 12: Municipal Services - Cost-effective, exceptional municipal services commensurate with growth.								
Strategy 12.1: Maintain the public’s expectations and confidence in an effective public safety system.								
12.1.1	Regularly evaluate Police and Fire Department resource needs.	Study				X	Fire, Police	Ongoing - Part of the CIP program. Both departments will continue to evaluate demands on the department and resource needs.
12.1.2	Support Police and Fire Department use of contemporary service methods and technology.	Capital Investment				X	Administration, Fire, Police	Ongoing - Both departments will continue to monitor needs and demands on service and evaluate various methods and innovative ways to meet those demands.
12.1.3	Partner with Williamson County on potential expansion of the City’s communication center and future need for a County Medical Examiner.	Coordination		X			Administration, Fire, Police, (With Williamson County)	Ongoing - The Fire Department will continue communication with Williamson County representatives about dispatching needs. Have not engaged yet in a discussion regarding a medical examiner.
12.1.4	Evaluate the need for a combined Fire and Police training center.	Study	X			X	Fire, Police	Ongoing - Police and fire are working with City staff on identifying available land to support a joint training center.
12.1.5	Maintain support for community involvement programs for the Police and Fire Department.	Policy				X	Fire, Police	Ongoing - The Fire and Police Department will continue to evaluate our community programs and utilize community volunteer members as much as possible
12.1.6	Regularly evaluate response time for Fire and EMS to determine station needs.	Study				X	Fire, Police	
Strategy 12.2: Ensure that the Leander community receives outstanding general municipal services.								
12.2.1	Create a new Facility Master Plan to account for community needs.	Study	X		X		Administration	Pending – City received facilities build-out projections from BRW Architects in Nov 2021. City gathering more information to determine next steps.
12.2.2	Provide educational and training opportunities for policymakers, staff and citizen volunteers.	Coordination/ Programs				X	Public Information Office	Ongoing - Currently meeting with HOAs about city topics. Launched new website in Nov 2023 and new Citizen University program in Sept 2023.
12.2.3	Conduct an update to the Library Strategic Master Plan.	Study	X	X			Parks and Recreation	
12.2.4	Conduct an update of the 2015 Multi-Hazard Mitigation Plan.	Study	X			X	Fire	Ongoing - nearing completion of updating the HMAP. Will be presented to Council in 2024 for adoption.
12.2.5	Proactively plan for anticipated service needs in future annexation areas.	Program				X	Development Services, (With Williamson County), (With Travis County)	Ongoing - Annexation is currently only voluntary requests per SB6 from the 85th Legislature.
12.2.6	Develop digital tools to provide information and education to the public.	Program	X			X	Public Information Office	Complete/Ongoing - Launched new website in Nov 2023 and new Citizen University program in Sept 2023.

PLANNING & ZONING COMMISSION COMPREHENSIVE PLAN DISCUSSION

The Planning & Zoning Commission held a workshop on February 8 and February 22 to discuss the 2021 Comprehensive Plan and 2023 Old Town Master Plan, and consider making any recommendations to the City Council. The City of Leander Charter calls for the Planning & Zoning Commission to:

Monitor and oversee the effectiveness and status of the comprehensive plan and recommend annually to the council any changes in or amendments to the comprehensive plan as may be desired or required;

HISTORY/TIMELINE:

04/01/2021 Adoption of the Comprehensive Plan Update
10/12/2021 Applicant update to the Future Land Use Map (Hampton Park Estates)
03/03/2022 COL update to the Future Land Use Map
04/07/2022 Applicant update to the Future Land Use Map (M Ranch)
05/19/2022 Applicant update to the Future Land Use Map (Leander Estates)
02/02/2023 COL update to the Comprehensive Plan to update the Transportation Master Plan (Republic Trails)
06/01/2023 COL update to the Comprehensive Plan to update the Transportation Master Plan
09/21/2023 Adoption of Old Town Master Plan
01/04/2024 COL update to the Comprehensive Plan and Future Land Use Map

GENERAL BUDGET:

1. The Commission expressed the need for more training for the Commissioners.
 - a. Include funds for training for the Planning & Zoning Commission in FY 24-25.

CAPITAL IMPROVEMENT PROJECTS BUDGET:

1. There are areas between Hero Way and Old Town that lack sidewalks. The lack of continuous sidewalks contributes to the inaccessibility to and the walkability within Old Town for pedestrians.
 - a. Consider the installment of sidewalks to reduce the connectivity gaps between Hero Way and Old Town.
2. There is a lack of high speed internet that hinders opportunities to those that do not have adequate services.
 - a. Support high speed internet providers in the development process.
3. With the increase of traffic throughout the City due to its population growth, there is a need for traffic signals and turn lanes at major intersections to ensure safer roads.
 - a. Consider the installment of traffic signals and turn lanes throughout the City.
4. As the developments along Crystal Falls Parkway are near completion, increased traffic concerns have arisen. There are several contributing factors such as landscaping along the medium, insufficient signage, and a lack of turn lanes and traffic signals.

Updated 03/08/2024

- a. Consider the installment of street safety elements along Crystal Falls Parkway such as left turn signals and replacing landscaping with boulders.
 - b. Consider the installment of traffic signal and left turn lanes for development coming in along the south side of Crystal Falls Parkway, along with increased signage.
- 5. With a changing real estate market, changes to the ordinances should be taken into consideration.
 - a. Survey developers on current market regarding architectural diversity and update the ordinances to correspond.
- 6. To make the most of our partnership with Capital Metro, bus routes would aid in getting residents to the train station and around the City.
 - a. Consider a partnership with Capital Metro to establish bus routes through the City.
- 7. During the 03/14/2024 Planning & Zoning Commission meeting, residents expressed their concerns with the traffic near the intersection of Ronald W. Reagan Blvd. and Palmera Ridge Blvd./Vista Heights Dr. Understanding that improvements will soon be underway for this roadway, a traffic signal may be a temporary solution until its ultimate build out.
 - a. Consider installing a traffic signal at the intersection of Ronald W. Reagan Blvd. and Palmera Ridge Blvd./Vista Heights Dr.

OLD TOWN MASTER PLAN BUDGET:

- 1. The 183 Corridor Study is currently underway. This plan will identify current existing conditions and provide recommendations on how to improve the development of the corridor.
 - a. Adoption upon completion of the 183 Corridor Study into the Transportation Master Plan.
- 2. With Old Town being split by US 183, a pedestrian bridge would connect the east and west portions. More commercial developments have been occurring on both sides through the years. However, it is difficult for residents to feel that it is one single area when it is not easily accessible.
 - a. Consider the installment of a pedestrian bridge that connects Old Town.



EXECUTIVE SUMMARY
4/18/2024

AGENDA SUBJECT:

Discuss and consider action on an appeal of an administrative decision regarding Article VI, Section 14 (c) of the Composite Zoning Ordinance pertaining to standards associated with utility lines on one (1) lot, approximately 22.27 acres in size, more particularly described by Williamson Central Appraisal District Parcel R031208, commonly addressed as 10930 E. Crystal Falls Parkway; Williamson County, Texas.

BACKGROUND:

Texas Humane Heroes is proposing an expansion to their site located at 10930 E. Crystal Falls Parkway. The site development permit was issued on July 21, 2023 and the proposal was in compliance with the ordinance requirements. During the construction process, the developer came across issues regarding extending power throughout the site that caused increased cost. The Composite Zoning Ordinance includes the following requirements regarding new utilities:

- (c) Utilities: All utility lines and other lines required to provide services to property in the City (including but not limited to water, wastewater, gas, electric, cable, internet, and propane) are required to be underground. In unique or unusual circumstances, an applicant may request an exception to the requirements of this section by submitting a written request for an exception with the site development permit or building permit application, as appropriate. The City Engineer may grant an exception if an exception is required by applicable building codes or for public safety reasons. The City Engineer's decision may be appealed in writing to the Commission within ten days of the City Engineer's decision. The Commission's decision may be appealed to the City Council within ten days of the Commission's decision. The City Council's decision will be final.

Texas Humane Heroes is proposing placing two (2) power poles on their property to bring power to their new animal shelter building. Due to the cost difference, the applicant is requesting a exception to place the utilities overhead. Staff made the determination that the request does not comply with the ordinance exception process since the proposed exception is not required by applicable building codes or for public safety reasons, and is based on financial reasons. Upon denial of the request, the applicant has the option to appeal the decision of the City Engineer to the Planning & Zoning Commission. During the March 28, 2024 Planning & Zoning meeting, the Commission voted to deny the appeal with a 5-2 vote. The Commission's decision may be appealed to the City Council within ten (10) days of the Commission's decision. The City Council's decision will be final.

HISTORY/TIMELINE:

03/08/2024 - Staff determination issued
03/14/2024 - Applicant submitted appeal
03/28/2024 – P&Z Commission, appeal denied
04/03/2024 – Applicant submitted appeal

APPLICANT/AGENT:

Jeff Struchtemeyer, Texas Humane Heroes

RECOMMENDATION:

The Planning & Zoning Commission reviewed this request and recommended denial with a 5-2 vote (Chair Lantrip and Commissioner Calame opposing).

PRESENTER:

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

Attachments:

1. SD-22-0022 Att 1 Exception Determination
2. SD-22-0022 Att 2 Exception Appeal
3. SD-22-0022 Att 3 Exception Exhibit
4. SD-22-0022 Att 4 3-28-2024 P & Z Minutes

March 8, 2024

Awandit Giri, P.E.
TDI Engineering, LLC
5906 Fredericksburg Road , STE 300
Austin, Texas 78749

Via E-Mail

Re: SD-22-0022 Humane Heroes Site Development; Williamson County Property ID R031208 (the "Property"); Overhead Utility Exception Request

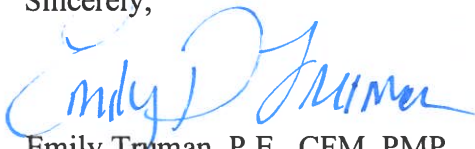
Dear Awandit Giri:

The purpose of this correspondence is to make a determination regarding the requested exception to allow for overhead utilities on the Property. Article VI, Section 14 (c) of the Composite Zoning Ordinance includes the following requirements:

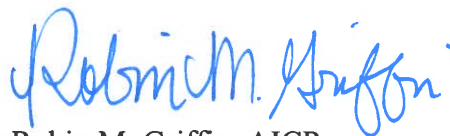
- c. Utilities: All utility lines and other lines required to provide services to property in the City (including but not limited to water, wastewater, gas, electric, cable, internet, and propane) are required to be underground. In unique or unusual circumstances, an applicant may request an exception to the requirements of this section by submitting a written request for an exception with the site development permit or building permit application, as appropriate. The City Engineer may grant an exception if an exception is required by applicable building codes or for public safety reasons. The City Engineer's decision may be appealed in writing to the Commission within ten days of the City Engineer's decision. The Commission's decision may be appealed to the City Council within ten days of the Commission's decision. The City Council's decision will be final.

The proposed exception request does not meet the criteria for administrative approval since the exception is not required by the Building Codes or for public safety reasons. Please do not hesitate to contact either of us if you have any questions.

Sincerely,



Emily Truman, P.E., CFM, PMP
City Engineer
512-528-2797
etruman@leandertx.gov



Robin M. Griffin, AICP
Executive Director of Development Services
512-528-2763
rgiffin@leandertx.gov





5906 Old Fredericksburg Road
Suite 300
Austin, Texas 78749

(512) 301-3389
www.tdi-llc.net

Date: February 9, 2024

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

RE: Exception Request Letter
Case Number: SD-22-0022
Texas Humane Heroes

Dear Ms. Griffin,

Please accept this letter as formal exception request letter for overhead utility. According to the contractor/owner following are the reasons for the utility to be above ground.

1. The original electrical site plans showed the main underground electrical running to the east property line to an existing power pole. This is the budget that was used to establish the job. When we got to the site the pole was not existing and after working with PEC to determine feasibility of power, we could not get the power poles there.
2. The plans were also developed for 3 phase power, which we were unable to get to the site according to PEC due to power pole span being too long for 3 phase power and being unable to get easements from the neighbor. We were unable to bore under the road due to more easement issues and quantity of existing utilities in the ROW. We had to redesign the MEP drawings to accommodate single phase power which resulted in an added cost to the budget of \$106k. The budget to run underground power from the building to the existing pole towards the back of the site is a long run (approx. 600lf) for conduits and would add \$65k in cost. Texas Humane Heroes being a non-profit is operating on a tight budget and this would exceed the money we have left in the job. We are asking for a variance to add 2 poles on private property (which are over 400 feet away from the road and would not be seen).

If you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Awandit Giri'.

Awandit Giri, PE
TDI Engineering, LLC



April 3, 2024

Robin M. Griffin, AICP
Executive Director of Development Services
City of Leander
105 N. Brushy Street
Leander, TX 78641

Dear Ms. Griffin:

Please accept this letter and attachment as a formal request to appeal the Planning and Zoning Committees decision at the March 28th meeting for Texas Humane Heroes to place two power poles on our property to bring power to our new animal shelter building. I look forward to the April 18th City Council meeting where I will present to the council our request for a variance.

As a non-profit, we receive no city, county, or state funding to provide our services to the community, which includes micro-chip testing for lost pets and the acceptance of stray animals into our program from Leander residents. I, and the board of directors, would appreciate the city's support of our ongoing operations by approving this variance.

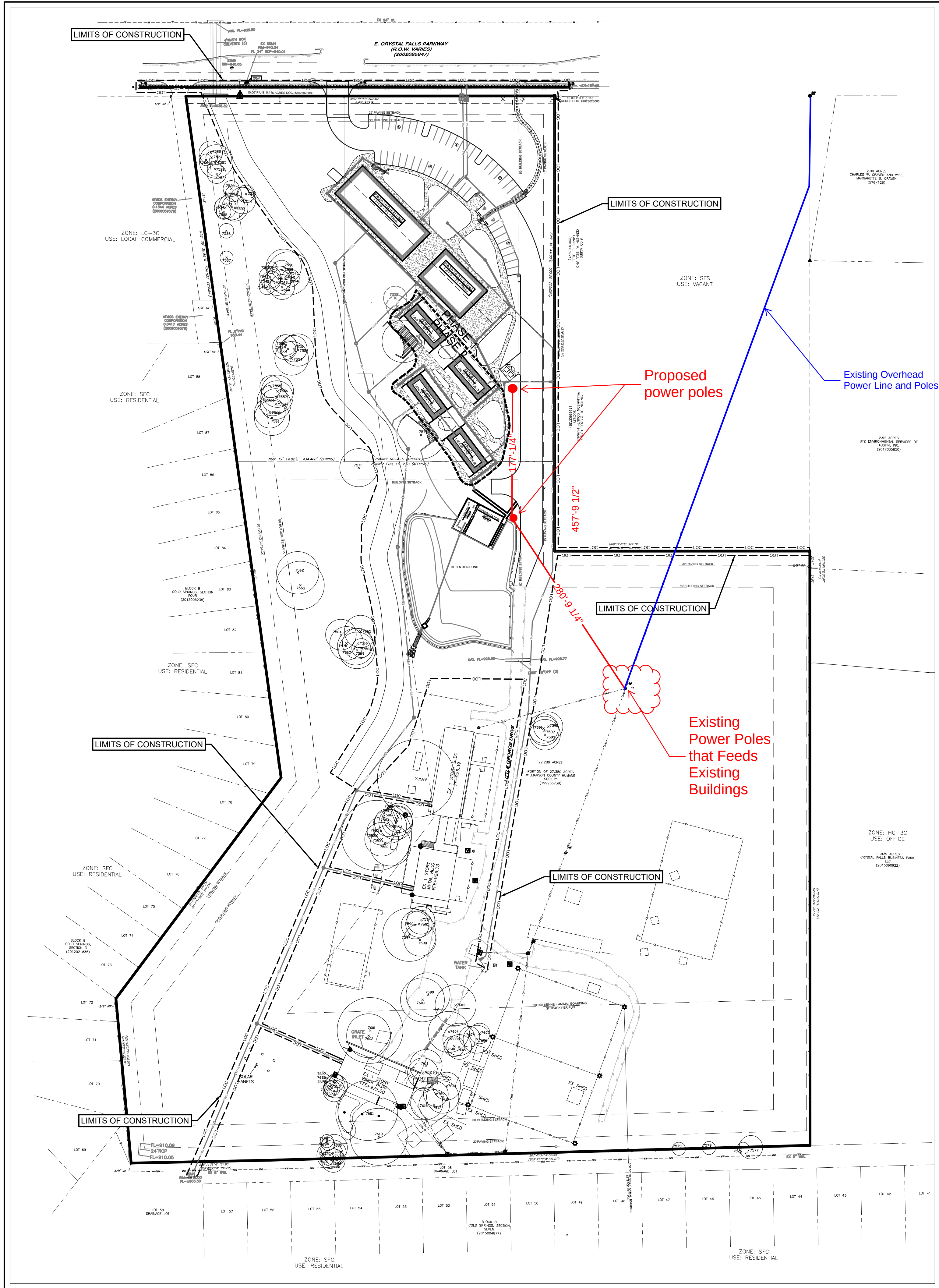
Best,



Jeff Struchtemeyer
CEO

10930 E. Crystal Falls Pkwy • Leander, TX 78641 • (512) 260-3602 • HumaneHeroes.org • Tax ID #74-2069592

It doesn't take a cape to be a hero. **Just Love.**

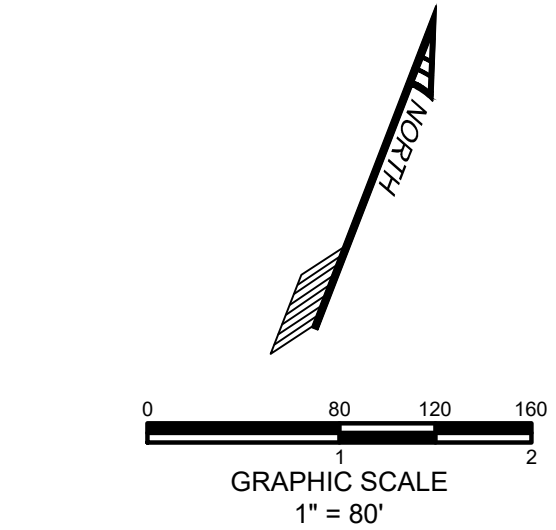


SITE NOTES:

1. ALL EXTERIOR LIGHTING WILL BE FULL CUT-OFF AND FULLY SHIELDED IN COMPLIANCE WITH SUBCHAPTER E 2.5 AND WILL BE REVIEWED DURING BUILDING PLAN REVIEW. ANY CHANGE OR SUBSTITUTION OF LAMP/LIGHT FIXTURE SHALL BE SUBMITTED TO THE DIRECTOR FOR APPROVAL IN ACCORDANCE WITH SECTION 2.5.2.E
2. ALL SIDEWALKS DAMAGED WILL BE REPLACED AFTER CONSTRUCTION PRIOR TO CLOSE-OUT.
3. COMPLIANCE WITH THE COMMERCIAL AND MULTI-FAMILY RECYCLING ORDINANCE IS MANDATORY FOR MULTI-FAMILY COMPLEXES AND BUSINESSES AND OFFICE BUILDINGS.
4. DIMENSIONS ARE ON DIMENSION CONTROL PLAN SHEET.
5. ALL IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE RELEASED SITE PLAN. ANY ADDITIONAL IMPROVEMENTS WILL REQUIRE SITE PLAN AMENDMENT AND APPROVAL OF THE DEVELOPMENT SERVICES DEPARTMENT.
6. APPROVAL OF THIS SITE PLAN DOES NOT INCLUDE BUILDING AND FIRE CODE APPROVAL NOR BUILDING PERMIT APPROVAL.
7. ALL SIGNS MUST COMPLY WITH REQUIREMENTS OF THE LAND DEVELOPMENT CODE (CHAPTER 25-10).
8. ADDITIONAL ELECTRIC EASEMENTS MAY BE REQUIRED AT A LATER DATE.
9. WATER AND WASTEWATER SERVICE WILL BE PROVIDED BY THE CITY OF AUSTIN.
10. ALL EXISTING STRUCTURES SHOWN TO BE REMOVED WILL REQUIRE A DEMOLITION PERMIT FROM THE CITY OF AUSTIN DEVELOPMENT SERVICES DEPT.
11. A DEVELOPMENT PERMIT MUST BE ISSUED PRIOR TO AN APPLICATION FOR BUILDING PERMIT FOR NON-CONSOLIDATED OR PLANNING COMMISSION APPROVED SITE PLANS.
12. NO CERTIFICATE OF OCCUPANCY MAY BE ISSUED FOR THE PROPOSED RESIDENTIAL CONDOMINIUM PROJECT UNTIL THE OWNER OR OWNERS OF THE PROPERTY HAVE COMPLIED WITH CHAPTER 81 AND 82 OF THE PROPERTY CODE OF THE STATE OF TEXAS OR ANY OTHER STATUTES ENACTED BY THE STATE CONCERNING CONDOMINIUMS.
13. FOR DRIVEWAY CONSTRUCTION: THE OWNER IS RESPONSIBLE FOR ALL COSTS FOR RELOCATION OF, OR DAMAGE TO UTILITIES.
14. FOR CONSTRUCTION WITHIN THE RIGHT-OF-WAY, A ROW EXCAVATION PERMIT IS REQUIRED.

PHASING SCHEDULE:

- PHASE 1: APPROXIMATE DATE: 05/01/2023 - APPROXIMATE END DATE: 12/01/2023)
INCLUDES BUILDINGS, DRIVEWAY, PARKING, PORTION OF THE PAVEMENT, UTILITY, DETENTION POND AND WATER QUALITY POND.
- PHASE 2: APPROXIMATE START DATE: 1/1/2024 - APPROXIMATE END DATE: 1/1/2025)
INCLUDES KENNEL 1, 2, 3 AND 4, PORTION OF PAVEMENT AREA.



LEGEND		
EXISTING	PROPOSED	DESCRIPTION
		SUBJECT PROPERTY BOUNDARY
		ADJACENT PROPERTY LINES
		BUILDING SETBACK
		EASEMENT
		UNDERGROUND ELECTRIC LINE
		UNDERGROUND TELEPHONE
		OVERHEAD UTILITY
		TELECOMMUNICATIONS LINE
		GAS LINE
		LIGHT POLE
		POWER POLE / DOWN GUY
		FIRE DEPARTMENT CONNECTION
		TRANSFORMER (SIZE VARIES)
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		GRATE INLET
		CURB INLET (SIZE VARIES)
		STORM SEWER LINE (<18")
		STORM SEWER LINE (18-30")
		WATER LINE
		WASTEWATER LINE
		CURB & GUTTER
		EDGE OF PAVEMENT
		SIGN (AS NOTED)
		CONCRETE
		ACCESSIBLE ROUTE
		FIRE LANE
		RETAINING/ LANDSCAPE/ STEM WALL
		TREE TO BE SAVED
		LIMITS OF CONSTRUCTION
		PARKING COUNT

BENCHMARK:
MAG NAIL WITH WASHER SET IN
SOUTHWEST CORNER OF STORM INLET
ELEV=940.08

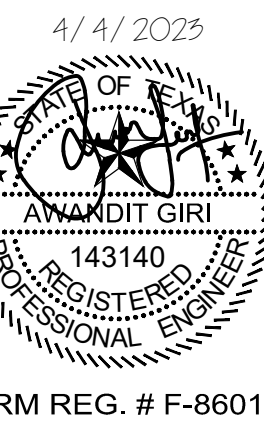
LEGAL DESCRIPTION:
22.288 ACRES IN THE WALTER
CAMPBELL SURVEY, ABSTRACT NO. 18
WILLIAMSON COUNTY, TEXAS, BEING
A PORTION OF A CALLED 27.380
ACRE TRACT OF LAND CONVEYED TO
WILLIAMSON COUNTY HUMANE
SOCIETY IN DOCUMENT NO. 199963739
OF THE OFFICIAL PUBLIC RECORDS
OF WILLIAMSON COUNTY, TEXAS.

CIVIL & STRUCTURAL
ENGINEERING
AUSTIN / HOUSTON

TDI Engineering, LLC
5905 Old Fredericksburg Road, Suite 300
Austin, TX 78749
512-301-3389 | www.tdi-llc.net

*THINK DESIGN innovate, integrate, implement...

TDI
ENGINEERING



TEXAS HUMANE HEROES
10930 E. CRYSTAL FALLS PARKWAY
LEANDER, TEXAS 78641
FIRM REG. # F-8601
TEXAS HUMANE HEROES

OVERALL SITE PLAN

PROJECT #
1268-100

ISSUE DATE
4/4/2023

PROJECT MGR: AG
DESIGNER: AG
DRAWN BY: MJ, AJ

SHEET

20

20 OF 52

SD-22-0022



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, March 28, 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.
Meeting was called 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 21, 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 Minutes Motion: To approve the consent agenda item #6 with amendment.
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

7. 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 ± 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.

No one wished to speak.

Motion: To approve Concept Plan CP-23-0021

By: James Oliver

Seconded: Deirdre Moss

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

No: None

Abstain: None

8. Conduct a Public Hearing regarding Ordinance Case OR-24-0017 to amend the Subdivision Ordinance to adopt updates to the Parkland Dedication, Park Improvement, and Parkland Fee-in-Lieu regulations and requirements, and to provide for related matters; Williamson & Travis Counties, Texas.

No one wished to speak.

Motion: To approve the Ordinance Case OR-24-0017

By: Scott Calame

Seconded: James Oliver

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

No: None

Abstain: None

REGULAR AGENDA

9. Discuss and consider action on an appeal of an administrative decision regarding Article VI, Section 14 (c) of the Composite Zoning Ordinance pertaining to standards associated with utility lines on one (1) lot, approximately 22.27 acres in size, more particularly described by Williamson Central Appraisal District Parcel R031208, commonly addressed as 10930 E Crystal Falls Pkwy; Williamson County, Texas.

Motion: To deny the appeal of the administrative decision.

By: John Cosgrove

Seconded: James Oliver

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver

No: Laura Lantrip, Scott Calame

Abstain: None

10. Adjournment at 6:34 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
4/18/2024

AGENDA SUBJECT:

Discuss and consider an Ordinance amending the City Council Rules of Procedure to establish guidelines for Council-issued proclamations and related matters.

BACKGROUND:

The City Council is authorized by the City Charter and state law to determine the rules of its proceedings, and pursuant to such authority, the City Council adopted the City Council Rules of Procedure and amendments from time to time. The Ordinance amends the City Council Rules of Procedure to adopt guidelines for proclamations to be issued by the City Council. Specifically, the Ordinance provides that, as one of the two agenda items a Councilmember may request per agenda, City Councilmembers may place a proclamation on an agenda for Council consideration if the proclamation has a nexus to City business, a City event, a City program, or one of the City's community partnerships. The Ordinance further authorizes the Mayor to issue ceremonial proclamations. The rules that govern Council-requested agenda items govern Council-issued proclamations, except that proclamations appear at the beginning of the agenda.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. Amendment to Rules of Procedure - Proclamations

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING
THE CITY COUNCIL RULES OF PROCEDURE TO ESTABLISH
GUIDELINES FOR COUNCIL—ISSUED PROCLAMATIONS; AND
PROVIDING FOR RELATED MATTERS.**

Whereas, the City Council of the City of Leander, Texas (the “City”) is authorized by the City Charter and state law to determine its own rules; and

Whereas, the City Council wishes to establish guidelines for proclamations issued by the City Council;

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

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

Section 2. Council—Issued Proclamation Guidelines.

a) Section B(3)(d) of the City Council Rules of Procedure is hereby amended in its entirety to read as follows:

(d) Except for proclamations, Councilmember requested items will be placed at the end of the agenda.

b) Section B of the City Council Rules of Procedure is hereby amended to add subsection (5) to read as follows:

(5). Proclamations: As one of the two (2) Councilmember agenda items allotted per meeting, a Councilmember may request a proclamation be placed on the agenda in accordance with Section (B)(3). To appear on the agenda, the proclamation must have a nexus to City business, a City event, a City program, or one of the City’s community partnerships. The Mayor is authorized to issue ceremonial proclamations.

Section 3. Conflicting Ordinances. Any ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 4. Savings. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting City Council Rules of Procedure which have accrued at the time of the effective date of this ordinance; and, as to such accrued

violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

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

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

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

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

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

CITY OF LEANDER, TEXAS

Christine DeLisle
Mayor

ATTEST:

Dara Crabtree
City Secretary