



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

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



Mayor – Christine DeLisle

Place 1 – Kathryn Pantalion-Parker

Place 2 – Michael Herrera

Place 3 – David McDonald

Place 4 – Na'Cole Thompson

Place 5 – Chris Czernek

Place 6 – Becki Ross

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. Convene into Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition of property located in the Elijah D. Harmon Survey, Abstract No. 6 for a water line easement and temporary construction easements relating to the RM 2243 Water Main Project.

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding acquisition of property for water line easement and temporary construction easements relating to the RM 2243 Water Main Project.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.
5. Roll Call.
6. Public comments on items not listed in the agenda.

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

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

CONSENT AGENDA: ACTION

7. Approval of the minutes for meeting held on May 14, 2024 and May 16, 2024.
8. Approval of road closure for Liberty Fest on July 3, 2024.
9. Approval of award of Solicitation S24-006 to Protime Sports Incorporated and Elite Sports Embroidery & Screen Printing LLC for customized athletic apparel for an annual amount of \$90,000.00 divided

among the contractors for a total contract amount of \$450,000.00 for the term of the contract; and authorize the City Manager onto execute any and all necessary documents.

10. Approval of a Resolution of the City of Leander, Texas accepting the petition for the San Gabriel Annexation Case A-24-0013 regarding the voluntary annexation of 1.109 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R633380; and generally located south of CR 274, approximately 550 feet to the east of San Gabriel Parkway and approximately 860 feet to the west of Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
11. Approval of a Resolution of the City of Leander, Texas accepting the petition for the Bagdad Retail Center Annexation Case A-24-0014 regarding the voluntary annexation of 4.586 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R023980; and generally located northwest of the intersection of North Bagdad Road and CR 281, Leander, Williamson County, Texas.
12. Approval of the Second Reading of an Ordinance regarding Special Use Case Z-24-0107 to adopt a Special Use Permit to allow for the operation of a mobile food establishment park on one (1) parcel of land approximately 0.18 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R036077; and more commonly known as 203 North Brushy Street, Leander, Williamson County, Texas.
13. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0112 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Hero Ranch Minor PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on four (4) parcels of land approximately 14.5 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031758, R098017, R473771, and R098019; and generally located approximately 475 feet to the west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the north side of Hero Way, Leander, Williamson County, Texas.
14. Approval of the extension of the application expiration for Subdivision Case SFP-22-0002 Leander Business Center; more particularly described by Williamson Central Appraisal District Parcel R031713, generally located south of Mockingbird Hill, approximately 500 feet east of North Bagdad Road, Leander, Williamson County, Texas.
15. Approval of the Roadway Impact Fee Offset Agreement for the Barksdale Phase 1 Subdivision by and between the City of Leander and M/I Homes of Austin, LLC; and authorize the City Manager to execute any and all necessary documents.
16. Approval of Task Order TR-KHA-CIPS23-019-01 for the Raider Way Alignment Study with Kimley-Horn Associates, Inc. in the amount of \$52,705.00 for the purpose of identifying a horizontal and vertical alignment for future planning of the roads and developments near the intersection of Raider Way and RM 2243 east of 183A Toll Road; and authorize the City Manager to execute any and all documents.
17. Approval of Amendment No. 1 with K Friese & Associates, LLC, for the Ronald Reagan Pump Station and Ground Storage Tank Project design (CIP W.46), for additional scope to include surge analysis, maintenance building, adjust scope for larger pump station building increasing the current contract amount by \$100,142.00, for a new total contract of \$1,657,085.00, with no extension in contract term; and authorize the City Manager to execute any and all necessary documents.
18. Approval of an updated Water Conservation Plan and associated Water Conservation Plan Adoption Ordinance.
19. Approval of Change Order No.4 with Chasco Constructors, for the Raider Way and Woodview Drive Improvements (T.12), decreasing the current contract amount of \$15,696,569.50 by an amount of \$57,679.45, providing for miscellaneous changes to bring the contract up to date to reflect the current

construction work, for a new total of \$15,638,890.05, with no extension of term duration, and authorize the City Manager to execute any and all necessary documents.

20. Approval of Amendment No. 2 to Master Professional Service Agreement No. MATLT-REL-CIPS23-019 for Material Testing Services to add Field Density Test unit cost item to the approved schedule of services for UES Professional Solutions 45, LLC; and authorize the City Manager to execute all necessary documents.

PUBLIC HEARING: ACTION

21. Conduct a Public Hearing regarding Zoning Case Z-23-0065 to amend the current zoning of PEC PUD (Planned Unit Development) to change the zoning to GC-2-C (General Commercial) on one (1) parcel of land approximately 12.405 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R623019; and legally described as Lot 1, Block A, PEC Data Center, Leander, Williamson County, Texas.
- Discuss and consider action regarding Zoning Case Z-23-0065 as described above.
22. Conduct a Public Hearing regarding Zoning Case Z-23-0091 to amend the current zoning of PEC PUD (Planned Unit Development) to adopt the North Creekside Commons Minor PUD (Planned Unit Development) with the base zoning of GC-2-A (General Commercial) on a portion of the original PUD, on two (2) parcels of land approximately 14.88 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031359 and R635253; and generally located 850 feet to the southeast of the intersection of RM 2243 and 183A Toll Road, Leander, Williamson County, Texas.
- Discuss and consider action regarding Zoning Case Z-23-0091 as described above.
23. Conduct a Public Hearing regarding Special Use Case Z-24-0111 to consider action on a Special Use Permit to allow for temporary buildings on one (1) parcel of land approximately 0.775 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R505808; and more commonly known as 449 San Gabriel Campus Drive, Leander, Williamson County, Texas.
- Discuss and consider action regarding Zoning Case Z-24-0111 as described above.
24. Conduct a Public Hearing regarding Ordinance Case OR-24-0014 to amend sections of Article 10.02, Exhibit A, the Subdivision Ordinance to adopt updates to the approval process for subdivision applications, and to provide for related matters; Williamson & Travis Counties, Texas.
- Discuss and consider action regarding Ordinance Case OR-24-0014 as described above.
25. Conduct a Public Hearing regarding Ordinance Case OR-24-0019 to amend the Composite Zoning Ordinance to update definitions, add uses and create criteria for Vape Shops, Smoke Shops and Cosmetic Services, and to provide for related matters; Williamson & Travis Counties, Texas.
- Discuss and consider action regarding Ordinance Case OR-24-0019 as described above.

REGULAR AGENDA

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

27. Council Member Closing Statements.
28. 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 31 day of May 2024 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
6/6/2024

AGENDA SUBJECT:

Approval of the minutes for meeting held on May 14, 2024 and May 16, 2024.

BACKGROUND:

Attached are the minutes for the special meeting held on May 14, 2024 and regular meeting on May 16, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 05.14.2024
2. Draft Minutes 05.16.2024



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

Development Services - San Gabriel Conference Room
201 North Brushy Street - Leander, Texas
Tuesday, May 14, 2024
Special Meeting at 5:00 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

SPECIAL MEETING – CONVENE AT 5:00 PM

1. Open meeting and confirm a quorum is present.

Opened meeting at 5:00 p.m. and confirmed a quorum was present.
2. Canvass the results of the General Election held on May 4, 2024, to duly elect a Mayor, Councilmember Place 2, Councilmember Place 4 and Councilmember Place 6.

Motion: To accept the canvass of the General election held on May 4, 2024, to duly elect a Mayor, Councilmember Place 2, Councilmember Place 4 and Councilmember Place 6.

By: David McDonald
Seconded: Kathryn Pantalion-Parker

Vote: 3 - 0
3. Canvass the results of the Special Election held on May 4, 2024, to consider Proposition A Adopt Civil Service Law for Leander Fire Department and Proposition B Adopt Employee Relations Act for Leander Fire Department.

Motion: To accept the canvass of the Special Election held on May 4, 2024, to consider Proposition A Adopt Civil Service Law for Leander Fire Department and Proposition B Adopt Employee Relations Act for Leander Fire Department.

By: Kathryn Pantalion Parker
Seconded: David McDonald

Vote: 3-0
4. Adjournment

Adjourned at 5:03 p.m.

APPROVED

COUNCILMEMBER (in absence of Mayor and Mayor Pro Tem)

ATTEST:

CITY SECRETARY



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, May 16, 2024
Briefing Workshop at 5:30 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle

Place 1 – Kathryn Pantalion-Parker

Place 2 – Esme Mattke Longoria, Mayor Pro Tem

Place 3 – David McDonald

Place 4 – Na'Cole Thompson

Place 5 – Chris Czernek

Place 6 – Becki Ross

City Manager – Todd Parton

BRIEFING WORKSHOP - CONVENE AT 5:30 PM

1. Open Meeting.

Opened meeting at 5:31 p.m.

2. Roll Call.

Roll Call reflected all present.

3. Update on intersection improvements at Collaborative Way and Bagdad Road (CIP T.71), CR175 and Journey Parkway (CIP T.75), and San Gabriel Parkway Eastbound at U.S Highway 183 right-turn lane (CIP T.20).

Presentation included: San Gabriel Parkway southbound right turn at US 183; improvements at Collaborative Way and Bagdad Road; Improvements at County Road 175 and Journey Parkway; justifying traffic signals; signals installed since 2020; April 2023 traffic signal retiring project; Williamson County 2023 Road Bond Program; Residential Collector project County Road 280; next steps short-term: consider funding construction of T.20, T.71, and T.75 and finalize FY 2025 CIP transportation projects and funding; and next steps long-term: identify a comprehensive method for prioritizing traffic and/or intersection improvements.

Briefing workshop adjourned at 6:07 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation, Presentation of the Colors by Leander High School JROTC and Pledges of Allegiance.

Opened meeting at 7:01 p.m.; Victoria Chadri of Bahahai Community provided the invocation; the Leander High School JROTC presented the Colors and led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present.

6. Oath of Office Mayor, Councilmember Place 2 and Councilmember Place 4
[Immediately following the oaths of office there will be a brief reception]

Recognition of service to Councilmember Place 2. Administerd Oath of Office to re-elected Mayor, newly elected Councilmember Place 2, and re-elected Councilmember Place 4.

[Following the Oath of Office the City Council took a brief recess at 7:23 p.m.; reconvened at 7:40 p.m.]

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.]

Kathy Banardi, 1412 Volente Lane - commented on recent election and senior center.

8. Recognitions/Proclamations/Visitors.

- Certificate of Recognition Leander High School JROTC
- Juneteenth Proclamation

9. Staff Reports

- Capital Metropolitan Transportation Authority update on Leander Pickup service

Update included pickup area overview; what trips are being made in pickup zone; future service planning changes; zone boundary expansion process; recommended expansion zone boundary; next steps; community engagement and outreach; and CapMetro Transit Plan 2035.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda 10 through 26 as amended, with item 16 amended to one concrete pour beginning at 3 a.m. the first week of June.

By: Kathryn Pantalion-Parker
Seconded: Na'Cole Thompson

Vote: 7 - 0

10. Approval of the minutes for meeting held on May 2, 2024.
11. Approval of an Ordinance ordering and establishing procedures, and setting the date for a runoff election for Councilmember Place 6 race; providing for the approval of election judges and voting clerks; and providing for related matters.

Aprobación una Ordenanza que ordena y establece procedimientos, y fija la fecha para una elección de desempate para las carreras Concejal Lugar 6; disponer la aprobación de jueces electorales y secretarios electorales; y la provisión de asuntos relacionados.

12. Approval of an Ordinance regarding a request for a variance to allow the sale of alcoholic beverages to occur within three hundred (300') feet of a church, school, or hospital on one (1) parcel of land approximately 13.778 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R599180; commonly addressed as 10880 East Crystal Falls Parkway, Leander, Williamson County, Texas
13. Approval of Subdivision Case CP-23-0027 to adopt the Sullivan Tract Concept Plan Revision No. 1 on nine (9) parcels of land approximately 308.288 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R022920, R473838, R473839, R022741, R356046, R473837, R022922, R022921, and R022923; generally located west of North Bagdad Road and approximately 1,200 feet south of CR 281, Leander, Williamson County, Texas.
14. Approval of the extension of the application expiration for Subdivision Case FP-22-0036 Trivisso Phase 4, Sections 9 and 10 Final Plat; more particularly described by Travis Central Appraisal District Parcel 353024, generally located south of the intersection of Sondrio Bend and Forenza Trace, Leander, Travis County, Texas.
15. Approval of a bid from 5 Star Civil for oversizing the waterline from an 8-inch to a 16-inch waterline according to the terms in the Leander Estates Subdivision Development Agreement in amount of \$146,079.34; and authorize the City Manager to execute any and all necessary documents.
16. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(g) for CX2 Construction Inc. in the hours of construction work for the South Brook Station Development to provide early morning concrete pours beginning at 1:00 a.m. at the site located at 144 South Brook Drive, between May 17, 2024, through June 17, 2024 (depending on weather conditions), and requiring the contractor to post notifications a minimum of forty-eight (48) hours in advance of the activities.
17. Approval of road closures for Old Town Street Festival event(s) to be held in Old Town District on June 1, 2024.
18. Acceptance of the Quarterly Investment Report for the period ending September 30, 2023.
19. Acceptance of the Quarterly Investment Report for the period ending December 31, 2023.
20. Acceptance of the Quarterly Investment Report for the period ending March 31, 2024.
21. Approval of a Resolution amending authorized representatives to the Texas Local Government Investment Pool, "TexPool/TexPool Prime", a public funds investment pool.
22. Approval of a Resolution amending the City of Leander's participation in TexSTAR, a Texas public funds investment pool.
23. Approval of a Resolution designating authorized representatives to act on the City's behalf within the scope of the City's Depository Agreement and other banking services with Frost Bank, and to include but not be limited to giving instructions to the Federal Reserve Bank, the Federal Home Loan Bank or The Bank of New York Trust Company, N.A. pursuant to the Security Agreement between the City of Leander and Frost Bank.
24. Approval of a Corporate Authorization Resolution with NexBank, McKinney, Texas designating the City Manager, Executive Finance Director, Assistant Finance Director, Accounting Manager, and City Secretary as authorized signers on the account(s) to be established and granting the necessary authority to execute any and all documents necessary to open and or maintain account(s) with NexBank.
25. Approval of a Corporate Authorization Resolution with Texas Capital Bank designating the City Manager, Executive Finance Director, Assistant Finance Director, Accounting Manager, and City Secretary as authorized signers on the account(s) to be established and granting the necessary authority

to execute any and all documents necessary to open and or maintain account(s) with Texas Capital Bank.

26. Approval of a Corporate Authorization Resolution with East West Bank designating the City Manager, Executive Finance Director, Assistant Finance Director, Accounting Manager, and City Secretary as authorized signers on the account(s) to be established and granting the necessary authority to execute any and all documents necessary to open and or maintain account(s) with East West Bank.

PUBLIC HEARING: ACTION

27. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-23-0007 to amend the Comprehensive Plan to update the mix of land uses associated with the Activity Center and Zoning Case Z-22-0023 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development / Planned Unit Development – Conventional Development Sector) to adopt the Pioneer Farmstead PUD (Planned Unit Development) with the base zoning of SFL-2-A (Single-Family Limited), SFT-2-A (Single-Family Townhouse), CH-2-A (Cottage Housing), and GC-3-A (General Commercial) on one (1) parcel of land approximately 56.65 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032213; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas. *[Postponed by Applicant]*
28. Conduct a Public Hearing regarding Zoning Case Z-24-0113 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Historic Bryson Farmstead PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on two (2) parcels of land approximately 6 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032212 and R500771; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0113 as described above.

Opened Public Hearing at 8:11 p.m.; Closed Public Hearing at 8:18 p.m.

Speaking in opposition of the request Laura Marques, 724 Mallow Road; and Joshua Railey, 724 Mallow Road. Comments are attached that were submitted via the website in opposition of the request.

Following a discussion, the Council took no action.

29. Conduct a Public Hearing regarding Special Use Case Z-24-0107 to adopt a Special Use Permit to allow for the operation of a Mobile Food Establishment Park on one (1) parcel of land approximately 0.18 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036077; and more commonly known as 203 North Brushy Street, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0107 as described above.

Opened Public Hearing at 8:36 p.m.; Closed Public Hearing at 8:36 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Zoning Case Z-24-0107, following a discussion.

By: Chris Czernek

Seconded: Na'Cole Thompson

Vote: 7 - 0

30. Conduct a Public Hearing regarding Zoning Case Z-24-0112 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Hero Ranch Minor PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on four (4) parcels of land approximately 14.5 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031758, R098017, R473771, and R098019; and generally located approximately 475 feet to the west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the northside of Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0112 as described above.

Opened Public Hearing at 8:38 p.m.; Closed Public Hearing at 8:38 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Zoning Case Z-24-0112, following a discussion.

By: David McDonald

Seconded: Kathryn Pantalion-Parker

Vote: 7 - 0

31. Conduct a Public Hearing regarding authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2024A, in an aggregate principal amount not to exceed \$10,000,000.00, for the purposes of paying contractual obligations of the City to be incurred for (1) City-wide road, street, and traffic signalization improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to San Gabriel Parkway; and (2) the payment of professional services and costs of issuance related thereto.

- Discuss and consider action regarding an ordinance authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2024A; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said certificates (road, street and traffic signalization improvements).

Opened Public Hearing at 8:51 p.m.; Closed Public Hearing at 8:51 p.m. No one spoke in favor or opposition of the request.

Motion: Approve the issuance of Combination Tax and Revenue Certificates, Series 2024A, following a discussion.

By: David McDonald

Seconded: Kathryn Pantalion-Parker

Vote: 7 - 0

32. Conduct a Public Hearing regarding authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2024B, in an aggregate principal amount not to exceed \$23,500,000.00 for the purposes of paying contractual obligations of the City to be incurred for (1) City-wide water and wastewater utility system improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to construction of an Advanced Metering Infrastructure (AMI) system, and Bagdad Terminus Pump Station, Ground Storage Tank and waterline; and (2) the payment of

professional services and costs of issuance related thereto.

- Discuss and consider action regarding an ordinance authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2024B; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said Certificates (water and wastewater utility system improvements).

Opened Public Hearing at 8:53 p.m.; Closed Public Hearing at 8:53 p.m. No one spoke in favor or opposition of the request.

Motion: Approve the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2024B, following a discussion.

By: Kathryn Pantalion-Parker
Seconded: Becki Ross

Vote: 7 - 0

33. Conduct a Public Hearing regarding authorizing the issuance of General Obligation Refunding Bonds, Series 2024, in an aggregate principal amount not to exceed \$16,335,000.00 for the purposes of paying contractual obligations of the City to be incurred for 1) refunding certain obligations of the City for debt service savings; and (2) the payment of professional services and costs of issuance related thereto.

- Discuss and consider action regarding an ordinance authorizing the issuance of General Obligation Refunding Bonds, Series 2024; authorizing the refunding of certain outstanding obligations; levying a continuing direct annual ad valorem tax on all taxable property within the City to pay the interest on said bonds and to create a sinking fund for the redemption thereof and the assessment and collection of such taxes; authorizing the delivery of an escrow deposit agreement; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said bonds.

Opened Public Hearing at 8:56 p.m.; Closed Public Hearing at 8:56 p.m. No one spoke in favor or opposition of the request.

Motion: Approve the issuance of General Obligation Refunding Bonds, Series 2024, following a discussion.

By: Becki Ross
Seconded: Na'Cole Thompson

Vote: 7 - 0

REGULAR AGENDA

34. Discuss and consider action on Solicitation CIPS24-007 to award EAR Telecommunications, LLC dba EARTC for Construction Services for Intersection Improvements; Option A: Collaborative Way and Bagdad Road (CIP T.71) in the amount of \$1,462,600.15, Option B: CR175 and Journey Parkway (CIP T.75) in the amount of \$460,901.05, and Option C: San Gabriel Parkway Eastbound at U.S. Highway 183 Right-Turn Lane (CIP T.20) in the amount of \$378,294.11 for a total contract amount of \$2,301,795.31; and authorize the City Manager to execute any and all necessary documents; and delegate authority to the City Manager to sign any change orders of less than \$50,000 and in a

cumulative amount not to exceed twenty-five (25%) percent of the original contract amount.

Motion: Approve Option C with additional changes as presented, following a discussion.

By: David McDonald
Seconded: Becki Ross

Vote: 7 - 0

35. Discuss and consider action on an Ordinance amending Article 13.09 Water Conservation and Drought Contingency Plan to enact amendments to make the plan consistent with the Lower Colorado River Authority's (LCRA) Drought Contingency Plan; providing for enforcement of the plan; establishing administrative and criminal penalties; providing for appeal of administrative penalties to a hearing officer; providing a severability, savings, effective date, and open meetings clauses; and providing for related matters.

Motion: Approve the ordinance amending Article 13.09 Water Conservation and Drought Contingency Plan, following a discussion.

By: Christine DeLisle
Seconded: Na'Cole Thompson

Vote: 7 - 0

36. Discuss and consider action on moving the June 6, 2024 regular council meeting.

Following a discussion, no action was taken.

37. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*
None.

38. Council Member Closing Statements.

Kathryn Pantalion-Parker commented on May ALS month; Memorial Event May 25; Bagdad Flag Placement; and congratulated Michael Herrera, Christine DeLisle and Na'Cole Thompson.

Michael Herrera thanked staff and City Manager for on-boarding; looking forward to learning more; and Memorial Day is a Special Day to remember those who served.

David McDonald congratulated Michael Herrera, Christine DeLisle and Na'Cole Thompson.

Na'Cole Thompson welcomed Michael Herrera; congratulated graduates and wished everyone well on next chapter.

Chris Czernek congratulated graduates; welcomed Michael Herrera and welcomed back Christine DeLisle and Na'Cole Thompson.

Becki Ross reminded everyone of upcoming Old Town Street Festival.

Christine DeLisle commented dinner came from Blue Corn Harvest, reminded everyone to shop and eat locally; the following proclamations have been issued: ALS Awareness Month; Air Quality Awareness Month, Older Americans Month, and Wildfire Awareness Month; and congratulated Michael Herrera and Na'Cole Thompson.

39. Adjournment

Adjourned at 9:28 p.m.

APPROVED

COUNCILMEMBER (in absence of Mayor and Mayor Pro Tem

ATTEST:

CITY SECRETARY

First Name	Last Name	Home Address	City	My comments apply to the following meeting date:	My position on the above agenda item or case number:	My written comments
Nirali	Payel	913 Hornsby Holw	Leander	5/16/2024	I am AGAINST this item.	
Pradyut	Madhavaram	940 Rabbit Brush Road	Leander	5/16/2024	I am AGAINST this item.	
Sasmita	Beherq	1204 mallow road	Leander	5/16/2024	I am AGAINST this item.	
Gautam	Kolan	924 Donna Roland Ct	Leander	5/16/2024	I am AGAINST this item.	
sasank	kalluri	1609 Laverne Mitchell St	Leander	5/15/2024	I am AGAINST this item.	
Divya	Meda	1609 Laverne Mitchell St	Leander	5/15/2024	I am AGAINST this item.	
Shridhar	Mallajosula	1248 Mallow Rd	Leander	5/16/2024	I am AGAINST this item.	
Rajyalakshmi	Kunapuli	1248 Mallow Rd	Leander	5/16/2024	I am AGAINST this item.	
Pavan Kumar	Konnepati	920 Donna Roland CT	Leander	5/16/2024	I am AGAINST this item.	
Sampoorna	Mallipeddi	1012 Willie ranch way	Leander	5/16/2024	I am AGAINST this item.	
Apoorva	Marri	1320 Bryson Ridge Trl	Leander	5/16/2024	I am AGAINST this item.	
Yamini	Munaga	1156 Sweetspire St	Leander	5/16/2024	I am AGAINST this item.	
Bharath	Avula	1149 sweetspire st	Leander	5/16/2024	I am AGAINST this item.	

Kiran Teja	Settipalli	1201 Mallow Rd	Leander	5/16/2024	I am AGAINST this item.	
Ujjwal	Kant	1833 Indian Apple Way	Leander	5/14/2024	I am AGAINST this item.	
Chintan	Shah	916 rabbit brush rd	Leander	5/16/2024	I am AGAINST this item.	
Gargi	Shah	916 rabbit brush rd	Leander	5/16/2024	I am AGAINST this item.	
Phaneendra	Vankadara	913 Bluewood Bnd	Leander	5/14/2024	I am AGAINST this item.	
Nirmit	Shah	1108 bluewood bnd	Leander	5/16/2024	I am AGAINST this item.	
Somashekar	Konnur	904 Mallow Rd	Leander	5/16/2024	I am AGAINST this item.	
Aditya	Mutalik	1132 Bryson Ridge Trl	Leander	5/16/2024	I am AGAINST this item.	
Pradeep	Mansey	2220 Littleleaf Ln	Leander	5/16/2024	I am AGAINST this item.	
Ravi	Sabavat	804mallow road	Austin	5/16/2024	I am AGAINST this item.	
Pawan	Shrivastava	1136 Bryson Ridge Trl	Leander	5/16/2024	I am AGAINST this item.	
Ramya	Vaidyam	1116 Bluewood Bnd	Leander	5/16/2024	I am AGAINST this item.	
Ayushman	Das	1128 Bryson Ridge Trll	Leander	5/14/2024	I am AGAINST this item.	
SRIDHAR	KORIMILLI	2217 RINGSTAFF RD	LEANDER	5/16/2024	I am AGAINST this item.	
Venugopal	Kakarla	1609 Martin Wells Street	Leander	5/16/2024	I am AGAINST this item.	
Karthik	Margabandhu	1521 Brueggerhoff rd	Leander	5/16/2024	I am AGAINST this item.	

Manasa	Velamati	1137 Canna bnd	Leander	5/16/2024	I am AGAINST this item.	
Shrikanth	Gollahalli Chowdappa	1817 Indian Apple way	Leander	5/15/2024	I am AGAINST this item.	
Thirupathi	Vajjala	1128 Bluewood Bend	Leander	5/16/2024	I am AGAINST this item.	
Madhulatha	Pareddy	924 Willie Ranch Way	Leander	5/16/2024	I am AGAINST this item.	
Vagdevi	Varanasi	920 Donna Roland CT	Leander	5/16/2024	I am AGAINST this item.	
Samatha	Katepally	1321 Blackhaw Ln	Leander	5/16/2024	I am AGAINST this item.	
Vyas	Gannamaneni	1028 heartleaf dr	Leander	5/16/2024	I am AGAINST this item.	
Alok	Khare	1513 Brueggerhoff rd	Leander	5/16/2024	I am AGAINST this item.	
venkata naga siva	seelam	1156 Sweetspire St	Leander	5/16/2024	I am AGAINST this item.	
Shamir	Jose	1232 Blackhaw Lane	Leander	5/16/2024	I am AGAINST this item.	
Pramod	Manjappa	1628 Laverne Mitchell st	Leander	5/16/2024	I am AGAINST this item.	
Rajender	Shanigaram	1116 Mallow Rd	Leander	5/16/2024	I am AGAINST this item.	
Arunkumar	Dessi	1633 Brueggerhoff rd	Leander	5/16/2024	I am AGAINST this item.	
Vinayak	Bhat	1832 Indian apple Way	Leander	5/16/2024	I am AGAINST this item.	
Himanshu	Dhami	1225 Sweetspire St	Leander	5/16/2024	I am AGAINST this item.	
Reethi	Krishne Gowda	2029 Stirling St	Leander	5/15/2024	I am AGAINST this item.	

Rajitha	Nyalakanti	1701 Indian Apple Way	Leander	5/16/2024	I am AGAINST this item.	
Arun	Vuyala	1632 Indian apple Way	Leander	5/9/2024	I am AGAINST this item.	
Bharat	Kallem	1033 Mollie McBride Ln	Leander	5/16/2024	I am AGAINST this item.	
Tharun Anand Reddy	Sure	933 Heartleaf Drive	Leander	5/16/2024	I am AGAINST this item.	
Manasa	Edavalli	933 Heartleaf Drive	Leander	5/16/2024	I am AGAINST this item.	
Hima Varshini	Gurram	1609 Brueggerhoff Rd	Leander	5/16/2024	I am AGAINST this item.	
Hima Varshini	Gurram	1609 Brueggerhoff Rd	Leander	5/16/2024	I am AGAINST this item.	
RAM KAMAL SHOURIE	BODDUPALLI	1001 MALLOW ROAD	LEANDER	5/16/2024	I am AGAINST this item.	
Vineela	Gavuji	1001 MALLOW ROAD	LEANDER	5/16/2024	I am AGAINST this item.	
Viken	Bhakta	1021 Quarry Point	Leander	5/16/2024	I am AGAINST this item.	
Sai krishna	Sirimulla	1633 Laverne Mitchell St	Leander	5/16/2024	I am AGAINST this item.	
Yamini	Bhakta	1021 Quarry Point	Leander	5/16/2024	I am AGAINST this item.	
RAVICHANDRA	RAMA	2217 LITTLELEAF LN	LEANDER	5/15/2024	I am AGAINST this item.	
Ashok	Kavididevi	920 Mallow Rd	Leander	5/16/2024	I am AGAINST this item.	
Anvesh	Chikulapalli	1204 Frances Peyton Ct	Leander	5/16/2024	I am AGAINST this item.	
Mounika	Tadanki	1632 Martin Wells St	Leander	5/16/2024	I am AGAINST this item.	

Nidhi	Mehta	1605 Laverne Mitchell st	Leander	5/16/2024	I am AGAINST this item.	
Siva	Thotakura	949 mallow Rd	Leander	5/14/2024	I am AGAINST this item.	
Ananda Kumar	Halvagalu	1821 Indian Apple Way	Leander	5/15/2024	I am AGAINST this item.	
Punit	Shah	1605 Laverne Mitchell st	Leander	5/16/2024	I am AGAINST this item.	
Shruti	Hundekar	1821 Indian Apple Way	Leander	5/16/2024	I am AGAINST this item.	
Ananda Kumar	Halvagalu	1821 Indian Apple Way	Leander	5/16/2024	I am AGAINST this item.	
Ramakrishna	Devineni	1212 Bluewood Bend	Leander	5/16/2024	I am AGAINST this item.	
Praneeta	Mandapati	949 mallow Rd	Leander	5/16/2024	I am AGAINST this item.	
Swathi	Kilari	1212 Bluewood Bend	Leander	5/16/2024	I am AGAINST this item.	
Gagandeep	Saluja	820 MALLOW RD	LEANDER	5/16/2024	I am AGAINST this item.	
Sathishkumar	Ganesan	1136 Mallow Rd	Leander	5/16/2024	I am AGAINST this item.	
Ashwin	Dakappagari	1701 Indian Apple Way	Leander	5/16/2024	I am AGAINST this item.	
Padma	Shanigaram	1116 Mallow Rd	Leander	5/16/2024	I am AGAINST this item.	
Rakesh	Reddy	1240 Bryson Ridge Trail	Leander	5/16/2024	I am AGAINST this item.	
Ksla	Sampat	1017 Blur Rock Cove	Leander	5/16/2024	I am AGAINST this item.	
Rishi	Shanigaram	1116 Mallow Rd	Leander	5/16/2024	I am AGAINST this item.	

Spoorthi	Shanigaram	1116 Mallow Rd	Leander	5/16/2024	I am AGAINST this item.	
Satya arun	Vaddiraju	1141 toyah dr	Leander	5/16/2024	I am AGAINST this item.	
vamsikrishna	vuyyuru	1241 FIREBUSH RD	LEANDER	5/16/2024	I am AGAINST this item.	
Anilkumar	Narlinga	1112 Mallow road	Leander	5/15/2024	I am AGAINST this item.	
Rajeev	Arutla	1236 bryson ridge trail	Leander	5/16/2024	I am AGAINST this item.	
Sanjay	Vaidya	2105 Abelia Ln	Leander	5/16/2024	I am AGAINST this item.	
Preethi	Navabharath Rajan	1136 Mallow Rd	Leander	5/16/2024	I am AGAINST this item.	
Abha	Vaidya	2105 Abelia lane	Leander	5/16/2024	I am AGAINST this item.	
Naga VenkataRahul	Ghantasala	1809 Indian Apple Way	Leander	5/16/2024	I am AGAINST this item.	Sound levels, close to community , too high level sound allowed until 11 PM . How could children get sleep or attend schools etc .. Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood

Vamsee	Pamidimukkala	1320 bryson ridge trl	Leander	5/16/2024	I am AGAINST this item.	Concerts held near residential areas can lead to traffic congestion, noise disturbances, and safety issues. I am particularly concerned about the potential noise and safety hazards. My home is situated one mile away from a railway track, yet I can distinctly hear the train horn, which measures between 90 to 100 decibels, indicating the significant impact of noise even at this distance. With the proposed open concert venue (80-90db) being only 0.4 miles from my residence, it is evident that the Bryson community and neighboring houses/apartments will be greatly affected. Moreover, considering the upcoming toll road extension and development of the Northline, the noise from the concert is expected to intensify. Concerts/bars/clubs especially close to residential areas can attract individuals who may become disruptive, especially under the influence of alcohol or other substances and with a possibility of a trail connecting to the Bryson community trail, there are heightened concerns regarding the security of Bryson residents. Even though the developers/city promises to have cops in these concerts, it doesn't eliminate the risk of post-event issues spilling over into nearby communities. We shouldnt encourage mass gatherings near residential areas on future.
Lenin	Algubelli	1220 frances Peyton court	Leander	5/16/2024	I am AGAINST this item.	It will be noise and traffic. I would recommend develop a park like Cedarpark park
CHENDRA	BAYYARAM	1344 BRYSON RIDGE TRL	LEANDER	5/16/2024	I am AGAINST this item.	Persistent exposure to nighttime noise can induce stress and anxiety in young children. Noise during the night can disrupt children's sleep patterns Adequate sleep is crucial for the developing brain, especially during early childhood

CHENDRA	BAYYARAM	1344 BRYSON RIDGE TRL	LEANDER	5/16/2024	I am AGAINST this item.	Persistent exposure to nighttime noise can induce stress and anxiety in young children. Noise during the night can disrupt children's sleep patterns Adequate sleep is crucial for the developing brain, especially during early childhood
Jahanzeb	Hashmi	1220 Mallow Rd	Leander	5/16/2024	I am AGAINST this item.	Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood
Rabia	Batool	1220 Mallow Rd	Leander	5/16/2024	I am AGAINST this item.	Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood

Ajesh Raju	Pujari	1641 Laverne Mitchell St	Leander	5/16/2024	I am AGAINST this item.	~ Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.' - Concerned about how the city is allocating the land and providing permits. Few like'. We have very less parks for kids compared to other areas. Allowed Bryson to be built with more than 1200 houses and just one pool and no big park/activities for children. - With so many multifamily homes, north line and other commercial spaces, traffic is going to get worse. - Once established it will be very hard to control how the space is leased or used, the primary objective will be to maximize the investment. When limited, don't see it generating much revenue, if it becomes a nuance and brings down the property values , it can affect negatively too.
Sanket	Borhade	1201 Bryson ridge trl	Leander	5/16/2024	I am AGAINST this item.	I am against the proposition due to security and loud noise issues. I moved to this community for some quite environment and would to keep it the same way.
Snehal	Desavale	1201 Bryson ridge trl	Leander	5/16/2024	I am AGAINST this item.	I am completely against this proposal. This adds more traffic and parking issues to our community. The security issues are way more and I am concern about the noise that will be created.

Ranjith	Varadarajan	1104 Heartleaf Dr	Leander	5/16/2024	I am AGAINST this item.	There are so many concerns with this project. 1. Sound. Prolonged exposure to more than 85 db causes permanent hearing damage. 2. Safety - Don't want drunk people driving around residential area. 3. Parking - No clear parking guidelines and overflow parking management. 4. Huge conflict of interest - people who will benefit from the project can't be the enforcers of the rules. A lot can be said verbally. Who is going to enforce all that is promised? The details have to be laid out now. Thank you. I support the chamber of commerce and all the work that they do. Just not the outdoor event center right next to the residential area.
Venkata Sudheer	Manuri	1512 Indian Apple Way	Leander	5/16/2024	I am AGAINST this item.	Sound Pollution: Loud music close to residential community till late hours (11 pm) will have serious impact on people living nearby, especially on young children. It causes sleep depravity, stress, affects the mood and impacts productivity. It will lead to other health complications as well. Safety: Having a music venue close to residential community will expose the community to a lot of new people who will be usually drunk at late night and might cause safety issues to people living in the community. It will have negative impact on the residential community and disturbs the peace and clamness that the community is currently known for. We suggest to move this event venue to other side of 183A which is the downtown district.
Kutbuddin	Bori	1813 Indian Apple way	Leander	5/16/2024	I am AGAINST this item.	I am concerned about noise pollution and traffics, but most importantly safety and security of neighborhood.

Anuradha	Ambati	912 Mallow Rd	Leander	5/16/2024	I am AGAINST this item.	- Limit the size and frequency of outdoor concerts per year (one commissioner suggested 4 per year) - Limit the number of special event permits sought per year - Eliminate/reduce rental frequency; require an attendant to monitor noise levels - Keep the original property line for measuring noise levels should any property be donated or annexed - End Sunday-Thursdays night events at 8pm given LISD ES starts at 7:10am.
Parth	Raskapur	805 Mallow Rd	Leander	5/16/2024	I am AGAINST this item.	Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. Outdoor events should be limited to 7pm, and cap on number of events per day and per quarter. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. North Elementary school in Bryson starts at 7:20am. Late night events with loud noise can impact school going kids. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age

Nikki	Ajmera	805 Mallow Rd	Leander	5/16/2024	I am AGAINST this item.	Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. Outdoor events should be limited to 7pm, and cap on number of events per day and per quarter. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. North Elementary school in Bryson starts at 7:20am. Late night events with loud noise can impact school going kids. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.
Govardhan	Chilveri	1104 Willie Ranch Way	Leander	5/16/2024	I am AGAINST this item.	Noise disturbance, security issues may arise due to event center as it is close to community
Venkata Bharath Kumar Reddy	Chamala	912 Mallow Rd	Leander	5/16/2024	I am AGAINST this item.	- Limit the size and frequency of outdoor concerts per year (one commissioner suggested 4 per year) - Limit the number of special event permits sought per year - Eliminate/reduce rental frequency; require an attendant to monitor noise levels - Keep the original property line for measuring noise levels should any property be donated or annexed - End Sunday-Thursdays night events at 8pm given LISD ES starts at 7:10am.

Rambabu	Dama	1136 Toyah Dr	Leander	5/16/2024	I am AGAINST this item.	'Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.' -Wind direction can decide the direction and intensity of the sound. Somehow surrounding communities got approvals and built without any provision for sports like badminton, basketball, pickleball courts etc. So if possible please use this land for public health and related.
---------	------	---------------	---------	-----------	-------------------------	---

Sirichandana	Mupparaju	1136 Toyah Dr	Leander	5/16/2024	I am AGAINST this item.	We are already suffering high noise from 183A, no more noise please. 'Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.' -Wind direction can decide the direction and intensity of the sound. Somehow surrounding communities got approvals and built without any provision for sports like badminton, basketball, pickleball courts etc. So if possible please use this land for public health and related.
Sudheer	Vankayala	1004 Bluewoodbend	Leander	5/16/2024	I am AGAINST this item.	I am against this option of amplifier sound for meetings

Sathwik Reddy	Kotha	1140 Willie Ranch Way	Leander	5/16/2024	I am AGAINST this item.	Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.
Sukruthi Reddy	Sangannagari	1240 Bryson ridge trl	Leander	5/16/2024	I am AGAINST this item.	I h would hate the loud noises
Madhukarreddy	Pappireddy	1220 Blackhaw Ln	Leander	5/16/2024	I am AGAINST this item.	'Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.'

Lakshmi Himaja	Mekala	1220 Blackhaw Ln	Leander	5/16/2024	I am AGAINST this item.	'Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.'
Amaravani	Duddukuru	1236 Mallow road	Leander	5/15/2024	I am AGAINST this item.	
Akhila	Malladi	1140 Willie Ranch Way	Leander	5/16/2024	I am AGAINST this item.	I urge you to reconsider this zoning case and would like to express my concerns about noise levels, traffic congestion, and potential disturbances late at night for Bryson community. Thank you!
Priyadarsini	Nidadavolu	908 rabbit brush rd	Leander	5/14/2024	I am AGAINST this item.	
Akhilesh	Gattu	1244 Sweetspire St	Leander	5/16/2024	I am AGAINST this item.	
Rakesh	Gali	1236 mallow rd	Leander	5/14/2024	I am AGAINST this item.	
Joshua	Raley	724 Mallow Rd	Leander	5/16/2024	I am AGAINST this item.	
Sandeep	Bikkumalla	940 Mallow rd	Leander	5/16/2024	I am AGAINST this item.	
Dhanalakshmi	Miriyala	940 mallow rd	Leander	5/16/2024	I am AGAINST this item.	



EXECUTIVE SUMMARY
6/6/2024

AGENDA SUBJECT:

Approval of road closure for Liberty Fest on July 3, 2024.

BACKGROUND:

Liberty Fest will be held on July 3, 2024. The event will take place within Devine Lake Park at 1807 Waterfall Avenue. Parking for the event will be located at Glenn High School, Danielson Middle School, Plain Elementary School, and Benbrook Ranch Park. The event site will open at 6:00 p.m. with buses beginning to run at 5:30 p.m. The event will be completed at 10:15 p.m.

Staff proposes the following road closures:

1. Westbound street parking on Waterfall Avenue between Deercreek Lane and Sunny Brook Drive

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff respectfully requests Council approval of the road closure as outlined and reviewed by the Parks, Public Works, Police, and Fire Departments for Liberty Fest 2024.

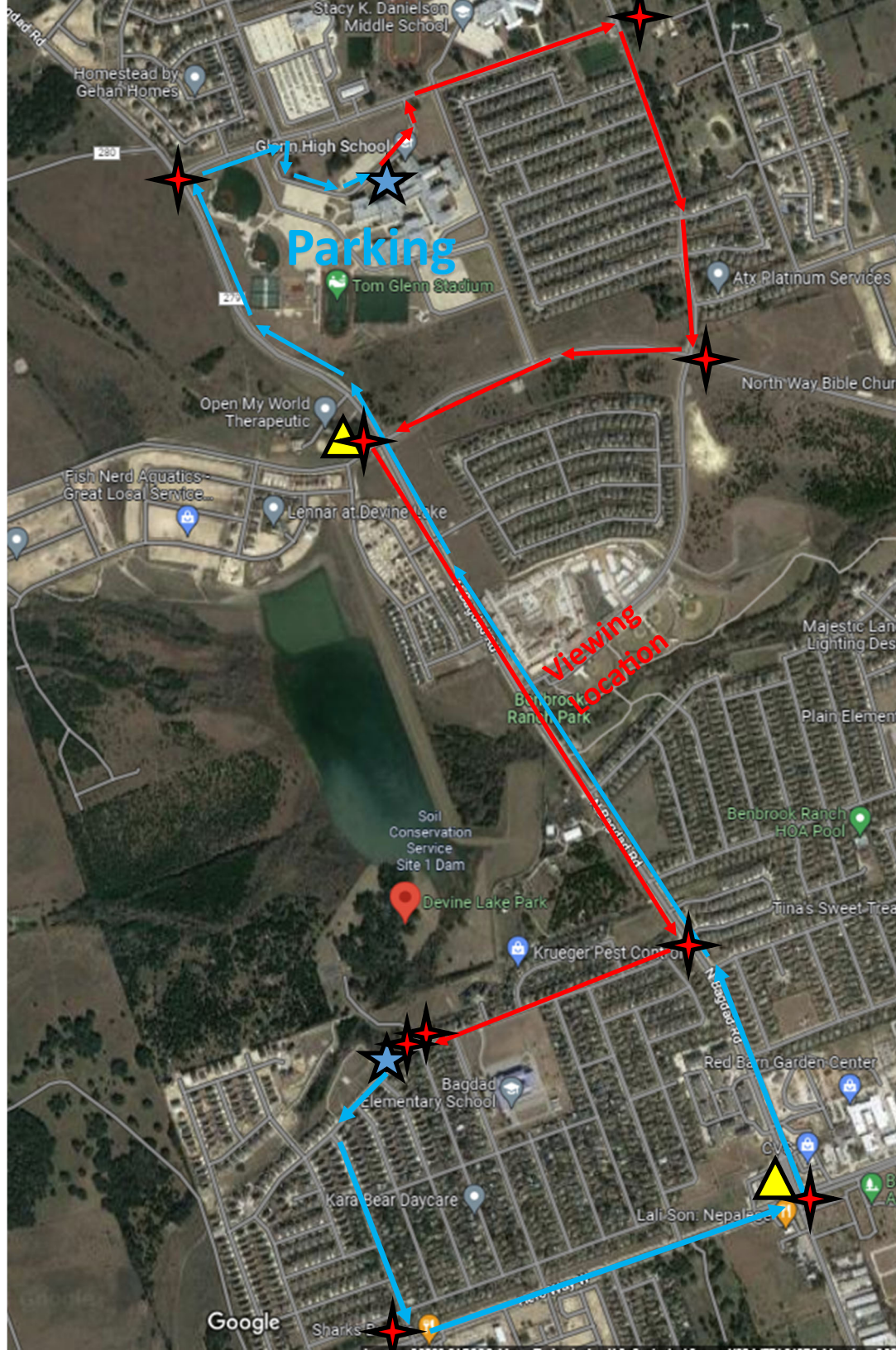
PRESENTER:

Mariel Guenther, Special Event Coordinator

Fiscal Impact

Attachments:

1. Liberty Fest 2024 Bus Routes
2. Liberty Fest 2024 Site Map



LIBERTY FEST 2024 Bus Pick Up and Drop Off Map

-  Pick Up/Drop Off Location
-  Route to Devine Lake Park
-  Route to Glenn High School
-  Police Stationed
-  Public Works Stationed

Glenn High School—Parking

- Route to Devine Lake Park
- Route to Glenn High School





Pick Up/Drop Off

Devine Lake Park—Liberty Fest

— Parking lane closure

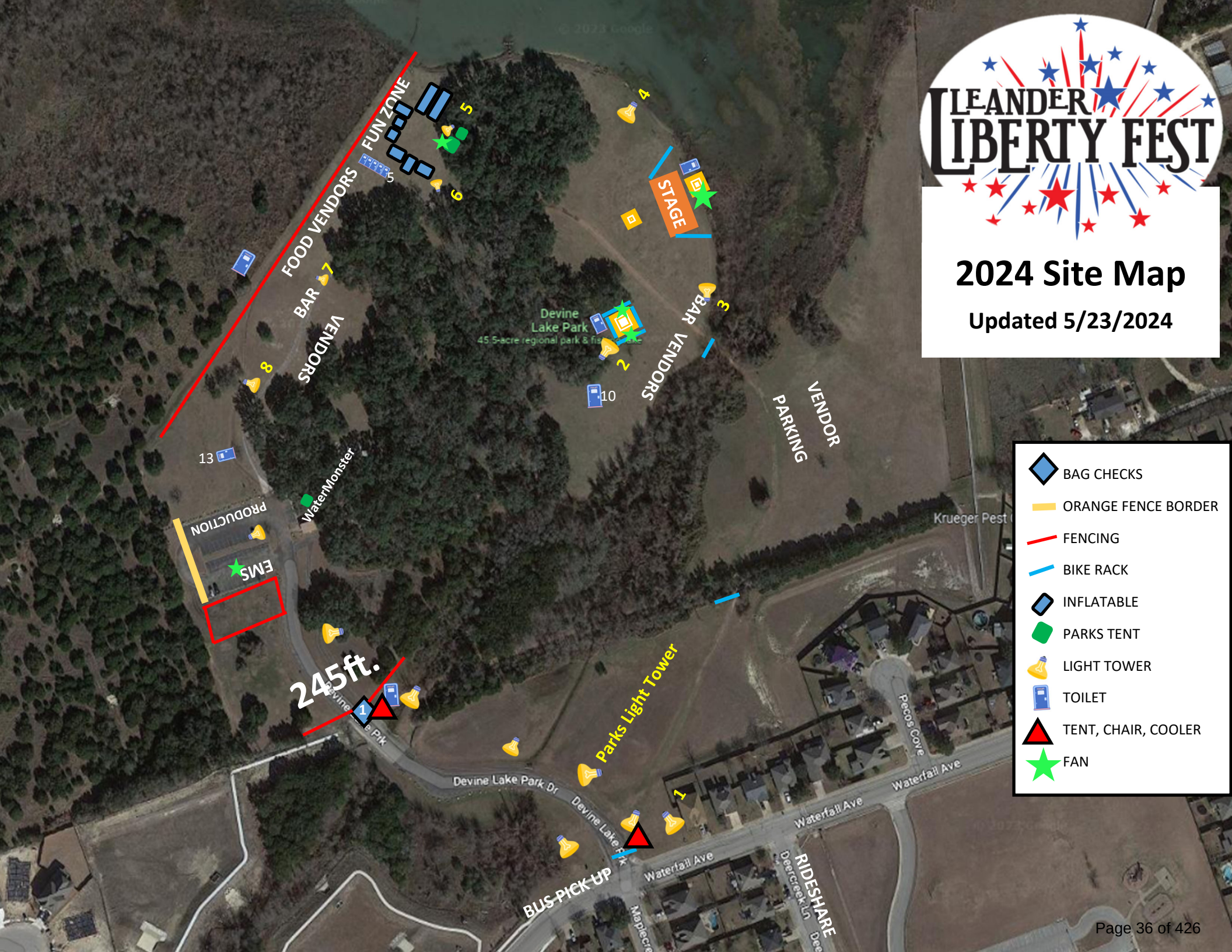
→ Route to Devine Lake Park

→ Route to Glenn High School



2024 Site Map

Updated 5/23/2024



- BAG CHECKS
- ORANGE FENCE BORDER
- FENCING
- BIKE RACK
- INFLATABLE
- PARKS TENT
- LIGHT TOWER
- TOILET
- TENT, CHAIR, COOLER
- FAN



EXECUTIVE SUMMARY
6/6/2024

AGENDA SUBJECT:

Approval of award of Solicitation S24-006 to Protime Sports Incorporated and Elite Sports Embroidery & Screen Printing LLC for customized athletic apparel for an annual amount of \$90,000.00 divided among the contractors for a total contract amount of \$450,000.00 for the term of the contract; and authorize the City Manager onto execute any and all necessary documents.

BACKGROUND:

The Parks and Recreation Staff worked with the Purchasing Manager to solicit bids for Customized Athletic Apparel for its youth sports leagues for baseball, softball and basketball for youth jerseys and hats. The bid was posted by the City Purchasing department on February 15, 2024, and closed on March 7, 2024. There were four (4) qualified submissions.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Approval

PRESENTER:

Greg Olmer, Assistant Director-Parks and Recreation

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$90,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	73-23-6325 / 73-23-6317

Attachments:

1. Contract L00393- Elite Sports Embroidery & Screenprinting, LLC
2. Contract L00392- Protime Sports
3. City Solicitation

**CONTRACT BETWEEN THE CITY OF LEANDER ("City")
AND
ELITE SPORTS EMBROIDERY & SCREENPRINTING, LLC ("Contractor")
FOR
CUSTOMIZED ATHLETIC APPAREL
RFP S24-006/CONTRACT L00393**

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

This Contract is between Elite Sports Embroidery & Screenprinting, LLC having offices at 1611 Satellite Blvd Suite 9, Duluth, GA 30097, and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract Cover Sheet
- 1.1.2 The City's Solicitation, Request for Proposal S24-006 including all documents incorporated by reference herein as Exhibit A.
- 1.1.3 Elite Sports Embroidery & Screenprinting, LLC Offer, dated March 7, 2024, as incorporated herein as Exhibit B.

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

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

1.3 Term of Contract: The Contract will be in effect for a term of five years. See the Term of Contract provision in Supplemental Terms and Conditions for additional Contract requirements.

1.4 Compensation: This Contract is for an annual not-to-exceed amount of \$90,000.00 divided among the Contractors for a total Contract amount not-to-exceed \$450,000.00. Payment shall be made upon successful delivery of goods as outlined in each individual delivery order.

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

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

**ELITE SPORTS EMBROIDERY &
SCREENPRINTING, LLC**

Chris Daniel

Printed Name of Authorized Person

Chris Daniel

Signature

Owner

Title:

May 8, 2024

Date:

CITY OF LEANDER

Todd Parton

Printed Name of Authorized Person

Signature

City Manager

Title:

June 6, 2024

Date:

EXHIBIT A – City's Solicitation
EXHIBIT B – Contractor's Offer

EXHIBIT A



ADDENDUM CITY OF LEANDER, TEXAS

Solicitation: RFP S24-006

Addendum No: 1

Date of Addendum: February 29, 2024

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Questions:**

Q1. What are the City of Leander's payment terms (net 10, net 30, etc.)?

A1. **Net 30.**

Q2. Under S24-006 Customized Athletic Apparel, Item III.7. can you confirm that vendors can pass through their shipping charges as a separate line item?

A2. **Yes, but the City expects freight charges to be billed at the Contractor's actual cost- discounts included with no markup.**

Q3. Under S24-006 Customized Athletic Apparel, Item III.7. it says "Pricing for goods will be a percent off MSRP plus customization services", but the pricing page asks for a unit cost for each line item. Can you please clarify which way you want prices submitted?

A3. **Under the Requested Information "Cost and Timeliness" the City would expect to see % off MSRP for various brands of clothing. The Cost Proposal sheet is a hypothetical annual total and Item IV.2.C tells Respondents which products are preferred. It is recommended that these items be quoted on the cost proposal sheet.**

Q4. On Attachment D line items 1 and 6 are you requesting one price for all jerseys- adult and youth sizes including decoration?

A4. **The City purchases both youth and adult sizes but there is not currently a breakdown of that distribution. Please price everything as an adult size. Percent off MSRP will cover anything not listed on the cost proposal sheet.**

Q5. Are vendors supposed to quote all items on the pricing page assuming adult sizes? Youth uniforms tend to be cheaper, so it might be beneficial for vendors to quote those separately.

A5. **The City purchases both youth and adult sizes but there is not currently a breakdown of that distribution. Please price everything as an adult size. Percent off MSRP will cover anything not listed on the cost proposal sheet.**

Q6. The pricing page is just requesting prices for jerseys, but the bid references full uniforms. Does the city only need jerseys?

A6. **The City only requires jerseys and hats. Individuals are responsible for the remaining gear.**

Q7. Will all jerseys be screen printed?

A7. **Yes.**

Q8. Our cost can vary greatly depending on the size, number of colors, and complexity of each jersey. Are there specific items we can quote in order to price accurately?

A8. **Attachment E has provided product examples and Part IV, item 2.C. describes preferred options, Respondents can further elaborate on their pricing structure in their offer.**

Q9. Will all hats be embroidered?

A9. **Yes.**

EXHIBIT A

Q10. Our embroidery cost can vary depending on the size and number of stitches for each logo. Will the only embroidery logo for hats be the Leander "L" (in Old English font)?

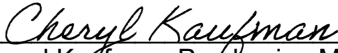
A10. **Yes.**

Q11. Can you provide the hat logo size for embroidery?

A11. **The Old English "L" is 2" by 2".**

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Cheryl Kaufman, Purchasing Manager
Purchasing Office, 512-528-2730

2/29/24

By acknowledging this addendum, it is hereby incorporated into and made a part of the above referenced solicitation.



City of Leander

City of Leander, Texas
Purchasing & General Services
105 N Brushy St,
Leander, Texas 78641
www.leandertx.gov

REQUEST FOR PROPOSAL (RFP)

CUSTOMIZED ATHELETIC APPAREL

SOLICITATION NUMBER S24-006

FEBRUARY 2024

EXHIBIT A

- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision.
7. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.
- Pricing for goods will be a percent off MSRP plus customization services. The percentage, if any, of the discount will be designated by the Respondent in the proposal response document. Invoices for goods and/or services shall require a copy of the MSRP document/list from the manufacturer.
- The City will pay freight at cost per delivery and reserves the right to request a copy of the discounted freight invoice received by the Contractor from the freight company.**
8. **PRICE QUOTATION AND ORDERING PROCESS:**
- A. All prices in the quotation shall be equal to or less than the contracted prices.
- B. Orders will be placed using a Purchase Order.
- C. No work shall be performed prior to the receipt of a Purchase Order.
9. **PRICE INCREASE:** Contract prices for customized athletic apparel shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 5% for any single line item unless otherwise approved by the City.
- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
- B. **Procedure to Request Increase:**
- i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the City's Purchasing Manager a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Leander contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:
- City of Leander
Purchasing Department
Attn: Purchasing Manager
105 N. Brushy St.
Leander, TX 78641**
- ii. Upon receipt of the request, the City reserves the right to accept the escalation and make changes to the purchase order within 30 days of the request, negotiate with the Contractor, or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
- C. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last Purchasing-approved price list.
10. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than 10 working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.

EXHIBIT A

11. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
12. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
13. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://leandertx.bonfirehub.com/> once City Council has approved the recommendation of award and the agreement has been executed.
14. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
 - A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. **The City's designated representative:**
Greg Olmer
Assistant Director
Parks and Recreation Department
Phone: 512-528-2971
E-mail: golmer@leandertx.gov
 - C. Do not contact the individual listed above with questions or comments during the course of the solicitation.
15. **INTERLOCAL PURCHASING AGREEMENTS:**
 - A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor may agree to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.



EXECUTIVE SUMMARY
6/6/2024

AGENDA SUBJECT:

Approval of a Resolution of the City of Leander, Texas accepting the petition for the San Gabriel Annexation Case A-24-0013 regarding the voluntary annexation of 1.109 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R633380; and generally located south of CR 274, approximately 550 feet to the east of San Gabriel Parkway and approximately 860 feet to the west of Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

BACKGROUND:

This resolution commences the voluntary annexation of 1.109 acres $\pm$ as described above. The resolution sets the public hearing for July 9, 2024 and the readings of the ordinance for July 9, 2024 and July 18, 2024.

This property is owned by the City of Leander and is intended to be developed to provide additional utilities and services to residents. Approval of this item does not approve the annexation. A zoning case is not associated with this annexation.

HISTORY/TIMELINE:

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. A-24-0013 San Gabriel - Resolution
2. A-24-0013 San Gabriel Annexation - Schedule
3. A-24-0013 San Gabriel - Signed Petition & Service Agreement
4. A-24-0013 San Gabriel Annexation - Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 1.109 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain property located within Williamson County, Texas, have petitioned the City of Leander, Texas, (hereinafter, the “City”), a home-rule City, for annexation of said property, more particularly described in **Exhibit A** attached hereto and incorporated by reference herein (the, “Subject Property”), into the City limits; and

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

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

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

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

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

Section 2. Proceedings. The petition for annexation, attached hereto as **Exhibit A**, of the Subject Property described hereinbelow and further described in **Exhibit B** and the service plan attached hereto as **Exhibit C**, are hereby accepted (all exhibits described herein are incorporated by reference herein for all purposes).

Subject Property:

Being a 1.109 acre tract of land situated in the L.B. Johnson survey, Abstract No. 350 in Williamson County, Texas, said 1.109 acre tract of land being a portion of a 100.16 acre tract of land (by deed) deeded to Huie H. Lamb, Jr. as recorded in Volume 2323, Page 739, of the Official Records of Williamson County, Texas (O.R.W.C.T.), said 100.16 acre tract of land being further described in Volume 429, Page 140, of the Deed Records of Williamson County, Texas, (D.R.W.C.T.).

A public hearing has been set for the date of the 9th day of July, 2024. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation

request. In the event of a conflict between the Subject Property description contained herein, **Exhibit B** shall control.

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

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

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

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A
PETITION
(see attached)

Exhibit B

PROPERTY DESCRIPTION

[SEE ATTACHED]

Exhibit C

SERVICE AGREEMENT

[SEE ATTACHED]

THURSDAY, JULY 18, 2024 Or at a special called meeting after the First Reading; Or within 90 days of First Reading. Tuesday July 9, 2024 Council packet deadline	SECOND & FINAL READING OF ORDINANCE REGULAR MEETING	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	Williamson County ESD No. 5 : Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable <i>Leander is located in Williamson and Travis Counties. Confirm which ESD needs notice of disannexation.</i>

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

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

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

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

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City; and

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

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

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

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the Subject Property described as follows:

Being a 1.109 acre tract of land situated in the L.B. Johnson survey, Abstract No. 350 in Williamson County, Texas, said 1.109 acre tract of land being a portion of a 100.16 acre tract of land (by deed) deeded to Huie H. Lamb, Jr. as recorded in Volume 2323, Page 739, of the Official Records of Williamson County, Texas (O.R.W.C.T.), said 100.16 acre tract of land being further described in Volume 429, Page 140, of the Deed Records of Williamson County, Texas, (D.R.W.C.T.).

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

Exhibit A.

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

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

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

FILED, this 22 day of may 2024, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner(s):

By: 
Name: Todd Parton
Title: City Manager
Address: PO Box 319
Leander TX 78646
County: Williamson

STATE OF TEXAS

§

COUNTY OF

Williamson

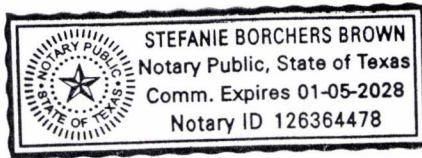
§

§

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22 day of May 2024.

(SEAL)



A handwritten signature in blue ink, appearing to read "Stefanie Borchers Brown", written over a horizontal line.

Notary Public - State of Texas

Exhibit A
SERVICE AGREEMENT
(SEE ATTACHED)

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

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

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, less and except any property previously annexed by the City (the, "Subject Property"); and

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

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

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

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

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

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

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

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

The following services will be provided for the Subject Property on the Effective Date of annexation:

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the Subject Property upon request of the landowner or staff. The

Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowners or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

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

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

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

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the Subject Property's owner shall construct the internal wastewater lines and pay the costs of line

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

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

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

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

2. Routine maintenance as presently performed by the City.

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

(i) As provided in C(i)(1) and C(i)(2) above;

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

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

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

E. The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the Subject Property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area

under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

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

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

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

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

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

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

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

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

ATTEST:

Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS



Todd Parton, City Manager

LANDOWNER(S):

By: [Signature]
Name: Todd Parton
Title: City Manager
Address: PO Box 319
Leander TX 78646
County: Williamson

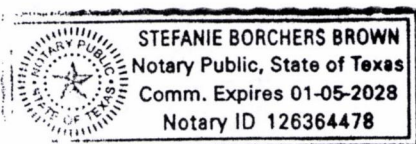
STATE OF TEXAS §
§
COUNTY OF Williamson §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22 day of May 2024.

(SEAL)

[Signature]
Notary Public - State of Texas



Subject Property

(see attached)

EXHIBIT "A"

City of Leander
 L. B. Johnson Survey, Abstract No. 350
 Williamson County, Texas

May 31, 2017
 Page 1 of 4

BEING A 1.109 ACRE TRACT OF LAND SITUATED IN THE L. B. JOHNSON SURVEY, ABSTRACT No. 350 IN WILLIAMSON COUNTY, TEXAS, SAID 1.109 ACRE TRACT OF LAND BEING A PORTION OF A 100.16 ACRE TRACT OF LAND (BY DEED) DEEDED TO HUIE H. LAMB, Jr. AS RECORDED IN VOLUME 2323, PAGE 739 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.T.), SAID 100.16 ACRE TRACT OF LAND BEING FURTHER DESCRIBED IN VOLUME 429, PAGE 140 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), SAID 1.109 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 4 inch square concrete monument found for the southeast corner of said 100.16 acre tract of land and for the southwest corner of a 9.53 acre tract of land (by deed) deeded to Parmer 274 Investments, LLC as recorded in Document No. 2012041079 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), said 4 inch square concrete monument also being an angle point in the north line of a 145.26 acre tract of land (by deed) deeded to Palmera Ridge Development, Inc. as recorded in Document No. 2013115345 of the O.P.R.W.C.T.;

THENCE, with the south line of said 100.16 acre tract of land and with the north line of said 145.26 acre tract of land the following two (2) courses:

- 1) South 73 degrees 20 minutes 15 seconds West, a distance of 84.55 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;
- 2) South 69 degrees 04 minutes 45 seconds West, a distance of 668.11 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner in the proposed south right-of-way line of San Gabriel Parkway (proposed 110 foot right-of-way width), from which a 4 inch square concrete monument found (leaning) in the north line of said 145.26 acre tract of land, for the southwest corner of said 100.16 acre tract of land and for the southeast corner of the remainder of a 220.3 acre tract of land (by deed) deeded to Nancy Cheryl Tounge, et al., as recorded in Document No. 2015093773 of the O.P.R.W.C.T. bears, South 69 degrees 04 minutes 14 seconds West, a distance of 279.12 feet;

THENCE, crossing through said 100.16 acre tract of land and along the proposed south right-of-way line of San Gabriel Parkway the following three (3) courses:

- 1) North 68 degrees 46 minutes 58 seconds East, a distance of 149.97 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for a point of curvature;
- 2) Along a curve to the left, an arc length of 665.52 feet, having a radius of 1096.00 feet, a central angle of 34 degrees 47 minutes 29 seconds, whose chord bears North 51 degrees 23 minutes 14 seconds East, a distance of 655.34 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for a point of tangency;

EXHIBIT "A"

City of Leander
L. B. Johnson Survey, Abstract No. 350
Williamson County, Texas

May 31, 2017
Page 2 of 4

- 3) North 33 degrees 59 minutes 29 seconds East, a distance of 121.14 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner in the east line of said 100.16 acre tract of land and in the west line of said 9.53 acre tract of land, from which a 1/2 inch iron rod with cap stamped "FOREST RPLS 1847" found for the northwest corner of said 9.53 acre tract of land and for the southwest corner of a 0.038 acre tract of land (by deed) deeded to Williamson County, Texas as recorded in Document No. 2006096128 of the O.P.R.W.C.T. bears, North 02 degrees 45 minutes 56 second East, a distance of 298.71 feet;

THENCE South 02 degrees 45 minutes 56 seconds West, with the east line of said 100.16 acre tract of land and with the west line of said 9.53 acre tract of land, a distance of 301.22 feet to the **POINT OF BEGINNING** and containing 1.109 acres or 48,316 square feet of land, more or less.

Notes:

All distances and areas shown herein are surface values.

Basis of bearing is the Texas State Plane Coordinate System, Central Zone 4203, with horizontal datum of NAD83.

Controlling monuments referenced herein are as found on the date of the on-the-ground survey.

This legal description is accompanied by a plat of even survey date.

I, Thomas Cargill, Registered Professional Land Surveyor No. 5835, licensed in the State of Texas, do hereby certify that this legal description is true and correct and was produced from an actual on-the-ground survey under my direct supervision.


Thomas Cargill, R.P.L.S., P.L.S.
Registered Professional Land Surveyor No. 5835
TBPLS Firm No. 10106900
Gorrondona and Associates, Inc.
4201 W. Parmer Lane, Building A, Suite 150
Austin, Texas 78727
(512) 719-9933



EXHIBIT "A"**NOTES:**

1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
2. ROW MARKERS ALONG PROPOSED RIGHT-OF-WAY LINE ARE A 5/8" IRON ROD SET WITH BLUE CAP STAMPED "GORRONDONA" UNLESS OTHERWISE NOTED.
3. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.

LEGEND

- = MONUMENT FOUND (AS NOTED)
- = 5/8" IRON ROD WITH CAP STAMPED "GORRONDONA" SET
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. = OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. = DEED RECORDS WILLIAMSON COUNTY, TEXAS

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-1	1096.00'	34°47'29"	N 51°23'13"E	655.34'	665.52'

LINE TABLE

LINE	BEARING	DISTANCE
L-1	S 73°20'15"W	84.55'
L-2	S 69°04'45"W	668.11'
L-4	N 33°59'29"E	121.14'

100.16 ACRES (BY DEED)
 HUIE H. LAMB, JR.
 VOLUME 2323, PAGE 739
 O.R.W.C.T.
 DECEIBED IN
 VOLUME 429 PAGE 140
 D.R.W.C.T.

L. B. JOHNSON SURVEY
 ABSTRACT NO. 350

PROPOSED SAN GABRIEL PARKWAY
 (PROPOSED 110' RIGHT-OF-WAY)

1.109 ACRES
 48,316 SQ. FT.

100.16 ACRES (BY DEED)
 HUIE H. LAMB, JR.
 VOLUME 2323, PAGE 739
 O.R.W.C.T.
 DESCRIBED IN
 VOLUME 429 PAGE 140
 D.R.W.C.T.

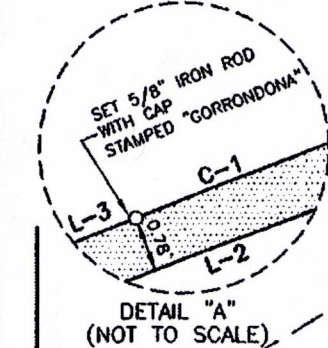
145.28 ACRES (BY DEED)
 PALMERA RIDGE DEVELOPMENT, INC.
 DOCUMENT NO. 2013115345
 O.P.R.W.C.T.

0.038 ACRE (BY DEED)
 WILLIAMSON COUNTY, TEXAS
 DOCUMENT NO. 2006096128
 O.P.R.W.C.T.

FOUND 1/2" IRON ROD
 "FOREST RPLS 1847"

9.53 ACRES (BY DEED)
 PARMER 274 INVESTMENTS, LLC
 DOCUMENT NO. 2012041079
 O.P.R.W.C.T.

P.O.B.
 FOUND 4" SQUARE
 CONCRETE MONUMENT



MATCH LINE PAGE 4

SEE
 DETAIL
 "A"

SET 5/8" IRON ROD WITH
 CAP STAMPED "GORRONDONA"

SUBJECT TRACT &
 LOCATION OF ACQUISITION

100 50 0 100

SCALE IN FEET



City of Leander, Texas

104 N BRUSHY STREET • LEANDER, TEXAS • 78641

SAN GABRIEL PARKWAY

TYPE OF EXHIBIT: RIGHT-OF-WAY

OWNER: HUIE H. LAMB, JR.

SURVEY: L. B. JOHNSON SURVEY, ABSTRACT NO. 350

LOCATION: LEANDER, WILLIAMSON COUNTY, TEXAS

(TYPE) ACQUISITION AREA: 48,316 SQUARE FEET OR 1.109 ACRES

WHOLE PROPERTY ACREAGE: 100.16 ACRES (BY DEED)

JOB No. FNL1521.00

DRAWN BY: JWW

CHECKED BY: TEC

CAD FILE: FNL1521.00-P-01.DWG

DATE: MAY 31, 2017

PAGE 3 OF 4

SCALE: 1" = 100'

GORRONDONA & ASSOCIATES, INC. • 4201 WEST PARMER LANE, BUILDING A, SUITE 150, AUSTIN, TX. 78727

512-718-8933 FAX 512-718-8944



EXHIBIT "A"**NOTES:**

1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
2. ROW MARKERS ALONG PROPOSED RIGHT-OF-WAY LINE ARE A 5/8" IRON ROD SET WITH BLUE CAP STAMPED "GORRONDONA" UNLESS OTHERWISE NOTED.
3. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.

LEGEND

- = MONUMENT FOUND (AS NOTED)
- = 5/8" IRON ROD WITH CAP STAMPED "GORRONDONA" SET
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. = OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. = DEED RECORDS WILLIAMSON COUNTY, TEXAS

LINE TABLE

LINE	BEARING	DISTANCE
L-2	S 69°04'45"W	668.11'
L-3	N 68°46'58"E	149.97'

SUBJECT TRACT &
LOCATION OF ACQUISITION

L. B. JOHNSON SURVEY,
ABSTRACT NO. 350

100.16 ACRES (BY DEED)
HUIE H. LAMB, JR.
VOLUME 2323, PAGE 739
O.R.W.C.T.
DESCRIBED IN
VOLUME 429 PAGE 140
D.R.W.C.T.

REMAINDER OF 220.3 ACRE TRACT (BY DEED)
NANCY CHERYL TOUNGATE (AS TO AN UNDIVIDED 12.5% INTEREST).
MARK ERNEST TOUNGATE (AS TO AN UNDIVIDED 18.75% INTEREST).
LAURA NICOLE TOUNGATE (AS TO AN UNDIVIDED 18.75% INTEREST).
AND ERNEST LOYD TOUNGATE (AS TO AN UNDIVIDED 50% INTEREST).
DOCUMENT NUMBER: 2015093773
O.P.R.W.C.T.

PROPOSED SAN GABRIEL PARKWAY
(PROPOSED 110' RIGHT-OF-WAY)

**1.109 ACRES
48,316 SQ. FT.**

SET 5/8" IRON ROD WITH
CAP STAMPED "GORRONDONA"

S 69°04'14"W 279.12'

145.26 ACRES (BY DEED)
PALMERA RIDGE DEVELOPMENT, INC.
DOCUMENT No. 2013115345
O.P.R.W.C.T.

FOUND 4" SQUARE
CONCRETE MONUMENT
(LEANING)



100 50 0 100

SCALE IN FEET

MATCH LINE PAGE 3



City of Leander, Texas

104 N BRUSHY STREET • LEANDER, TEXAS • 78641

SAN GABRIEL PARKWAY

TYPE OF EXHIBIT: RIGHT-OF-WAY

OWNER: HUIE H. LAMB, JR.

SURVEY: L. B. JOHNSON SURVEY, ABSTRACT NO. 350

LOCATION: LEANDER, WILLIAMSON COUNTY, TEXAS

(TYPE) ACQUISITION AREA: 48,316 SQUARE FEET OR 1.109 ACRES

WHOLE PROPERTY ACREAGE: 100.16 ACRES (BY DEED)

JOB No. FNL_1521.00

DRAWN BY: JWW

CHECKED BY: TEC

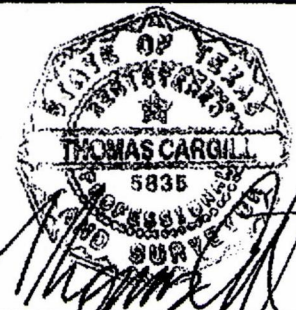
CAD FILE: FNL_1521.00-P-01.DWG

DATE: MAY 31, 2017

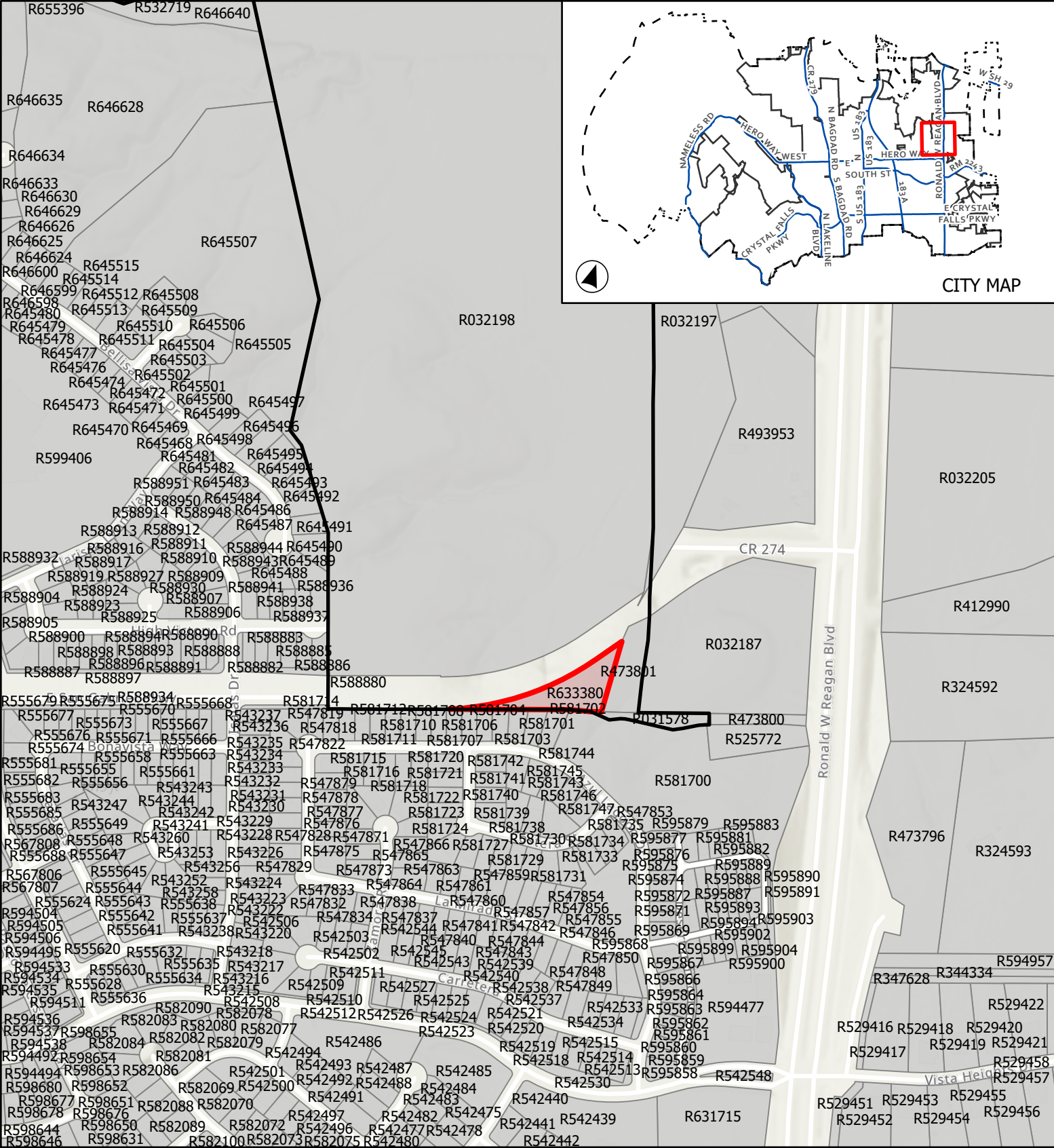
PAGE 4 OF 4

SCALE: 1" = 100'

GORRONDONA & ASSOCIATES, INC. • 4201 WEST FARMER LANE, BUILDING A, SUITE 150, AUSTIN, TX. 78722 • 512-719-9933 FAX 512-719-9944



Longhorn Title Co., Inc.



CASE: A-24-0013

ATTATCHMENT 2

SAN GABRIEL ANNEXATION

Location Map



0 237.5 475

Feet

-  City Limits
 ETJ Boundary
 Subject Boundary

Page 68 of 426

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.



EXECUTIVE SUMMARY
6/6/2024

AGENDA SUBJECT:

Approval of a Resolution of the City of Leander, Texas accepting the petition for the Bagdad Retail Center Annexation Case A-24-0014 regarding the voluntary annexation of 4.586 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R023980; and generally located northwest of the intersection of North Bagdad Road and CR 281, Leander, Williamson County, Texas.

BACKGROUND:

This resolution commences the voluntary annexation of 4.586 acres $\pm$ as described above. The resolution sets the public hearing for July 9, 2024 and the readings of the ordinance for July 9, 2024 and July 18, 2024.

Approval of this item does not approve the annexation. A zoning case is not associated with this annexation.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Thomas Groll Engineering, PC. (Thomas J. Groll) on behalf of Bagdad Real Estate, LLC. (Moez Momin)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. A-24-0014 Bagdad Retail Center - Resolution
2. A-24-0014 Bagdad Retail Center - Schedule
3. A-24-0114 Bagdad Retail Center - Signed Petition & Service Agreement
4. A-24-0014 Bagdad Retail Center - Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 4.227 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain property located within Williamson County, Texas, have petitioned the City of Leander, Texas, (hereinafter, the “City”), a home-rule City, for annexation of said property, more particularly described in **Exhibit A** attached hereto and incorporated by reference herein (the, “Subject Property”), into the City limits; and

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

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

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

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

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

Section 2. Proceedings. The petition for annexation, attached hereto as **Exhibit A**, of the Subject Property described hereinbelow and further described in **Exhibit B** and the service plan attached hereto as **Exhibit C**, are hereby accepted (all exhibits described herein are incorporated by reference herein for all purposes).

Subject Property:

Being a 4.227 acre tract of land, located in the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; said 4.227 acre tract being a remaining portion of that called 4.92 acre tract of land recorded in Document No. 2022030204, Official Public Records, Williamson County, Texas.

A public hearing has been set for the date of the 9th day of July, 2024. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, **Exhibit B** shall control.

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

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

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

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A
PETITION
(see attached)

Exhibit B

PROPERTY DESCRIPTION

[SEE ATTACHED]

Exhibit C

SERVICE AGREEMENT

[SEE ATTACHED]

Schedule for Voluntary Annexation

4.227 +/- ACRES IN WILLIAMSON COUNTY

[illegible]

THURSDAY, JULY 18, 2024 Or at a special called meeting after the First Reading; Or within 90 days of First Reading. Tuesday July 9, 2024 Council packet deadline	SECOND & FINAL READING OF ORDINANCE REGULAR MEETING	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	Williamson County ESD No. 5 : Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable <i>Leander is located in Williamson and Travis Counties. Confirm which ESD needs notice of disannexation.</i>

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

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

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

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

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City; and

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

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

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

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the Subject Property described as follows:

Being a 4.227 acre tract of land, located in the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; said 4.227 acre tract being a remaining portion of that called 4.92 acre tract of land recorded in Document No. 2022030204, Official Public Records, Williamson County, Texas.

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

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

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

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

FILED, this ____ day of _____ 20____, with the City Secretary of the City of Leander, Williamson County, Texas.

Signatures on Following Pages



Petitioners:

By: Bagdad Real Estate, LLC
Name: Samir Maredia
Title: Manager

Address 5522 Jenolan Ridge Lane
Sugar Land, TX 77479
County Fort Bend

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

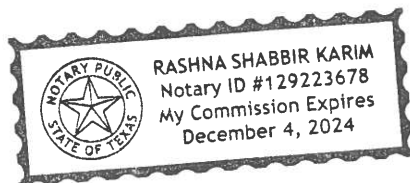
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared SAMIR MAREDIA, on behalf of Bagdad Real Estate, LLC owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument,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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of May 2024.

(SEAL)



Notary Public - State of Texas



Petitioners:



By: Bagdad Real Estate, LLC

Name: Riyaz Sunesara

Title: Member

Address 7603 Redmond Court
Sugar Land, TX 77479

County Fort Bend

STATE OF TEXAS

§

COUNTY OF FORT BEND

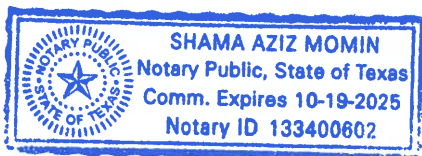
§

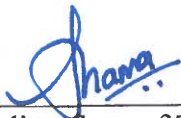
§

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of APRIL 20 24.

(SEAL)





Notary Public - State of Texas

Petitioners: zuhna

By: Bagdad Real Estate, LLC

Name: Zaharben Dhuka zuhna

Title: Manager

Address 4202 Steep Rock Lane

Austin, TX 78732

County Travis

STATE OF TEXAS §
§
COUNTY OF Williamson §

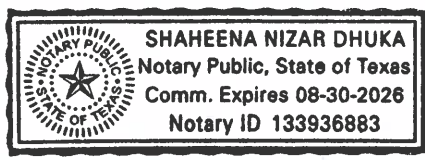
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Zaharben Dhuka, on behalf of Bagdad Real Estate, LLC owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument,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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 2nd day of May 2024

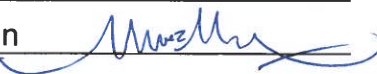
(SEAL)

Shaheena

Notary Public - State of Texas



Petitioners:

By: Bagdad Real Estate, LLC
Name: Moez Momin 
Title: Registered Agent

Address 1613 Bellini Drive
Leander, TX 78641

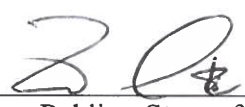
County Williamson

STATE OF TEXAS §
 §
COUNTY OF Davis §

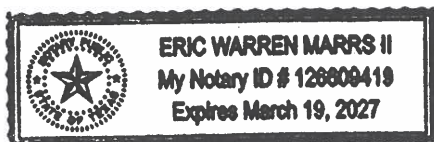
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Moez Momin, on behalf of Bagdad Real Estate, LLC owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument,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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16th day of May 2024

(SEAL)



Notary Public - State of Texas



Petitioners:

By: Bagdad Real Estate, LLC
Name: Moiz Maknojia
Title: Manager

Address 1613 Bellini Drive
Leander, TX 78641

County Williamson

STATE OF TEXAS §
 §
COUNTY OF Davis §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 18th day of May 2024

(SEAL)

Dirgha Kafle
Notary Public - State of Texas

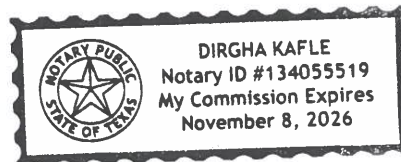


Exhibit A
SERVICE AGREEMENT
(SEE ATTACHED)

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

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

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, less and except any property previously annexed by the City (the, "Subject Property"); and

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

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

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

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

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

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

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

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

The following services will be provided for the Subject Property on the Effective Date of annexation:

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the Subject Property upon request of the landowner or staff. The

Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowners or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

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

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

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

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the Subject Property's owner shall construct the internal wastewater lines and pay the costs of line

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

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

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

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

2. Routine maintenance as presently performed by the City.

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

(i) As provided in C(i)(1) and C(i)(2) above;

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

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

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

E. The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the Subject Property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area

under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

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

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

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

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

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

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

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

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

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Todd Parton, City Manager

Subject Property

(see attached)



FIELD NOTES FOR A 4.586 ACRE TRACT OF LAND:

BEING A 4.586 ACRE TRACT OF LAND, LOCATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393, WILLIAMSON COUNTY, TEXAS; SAID 4.586 ACRE TRACT, BEING THE REMAINING PORTION OF THAT CALLED 4.92 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2022030204, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 4.586 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod with an aluminum "Williamson County" cap located in the southwest right-of-way line of County Road 279, also known as Bagdad Road, being the northeast corner of the remainder of said 4.92 acre tract, the northwest corner of that called 0.375 acre tract of land deeded to Williamson County, recorded in Document No. 2023044242, Official Public Records, Williamson County, Texas, being in the southeast line of that called 5.03 acre tract of land recorded in Document No. 9661705, Official Public Records, Williamson County, Texas, said point being the northeast corner of the herein described tract of land and being the beginning of a curve to the left;

Thence, with the southwest right-of-way line of County Road 279, the southwest lines of said 0.375 acre tract the northeast lines of the remainder of said 4.92 acre tract, the following two (2) courses and distances:

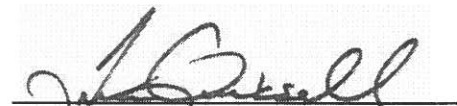
1. **S 10° 06' 50" E**, a distance of **417.09'**, to a 5/8" iron rod with an aluminum "Williamson County" cap located for an angle point of the herein described tract of land;
2. **S 30° 27' 22" W**, a distance of **41.90'**, to a 5/8" iron rod with an aluminum "Williamson County" cap located at the intersection of the southwest right-

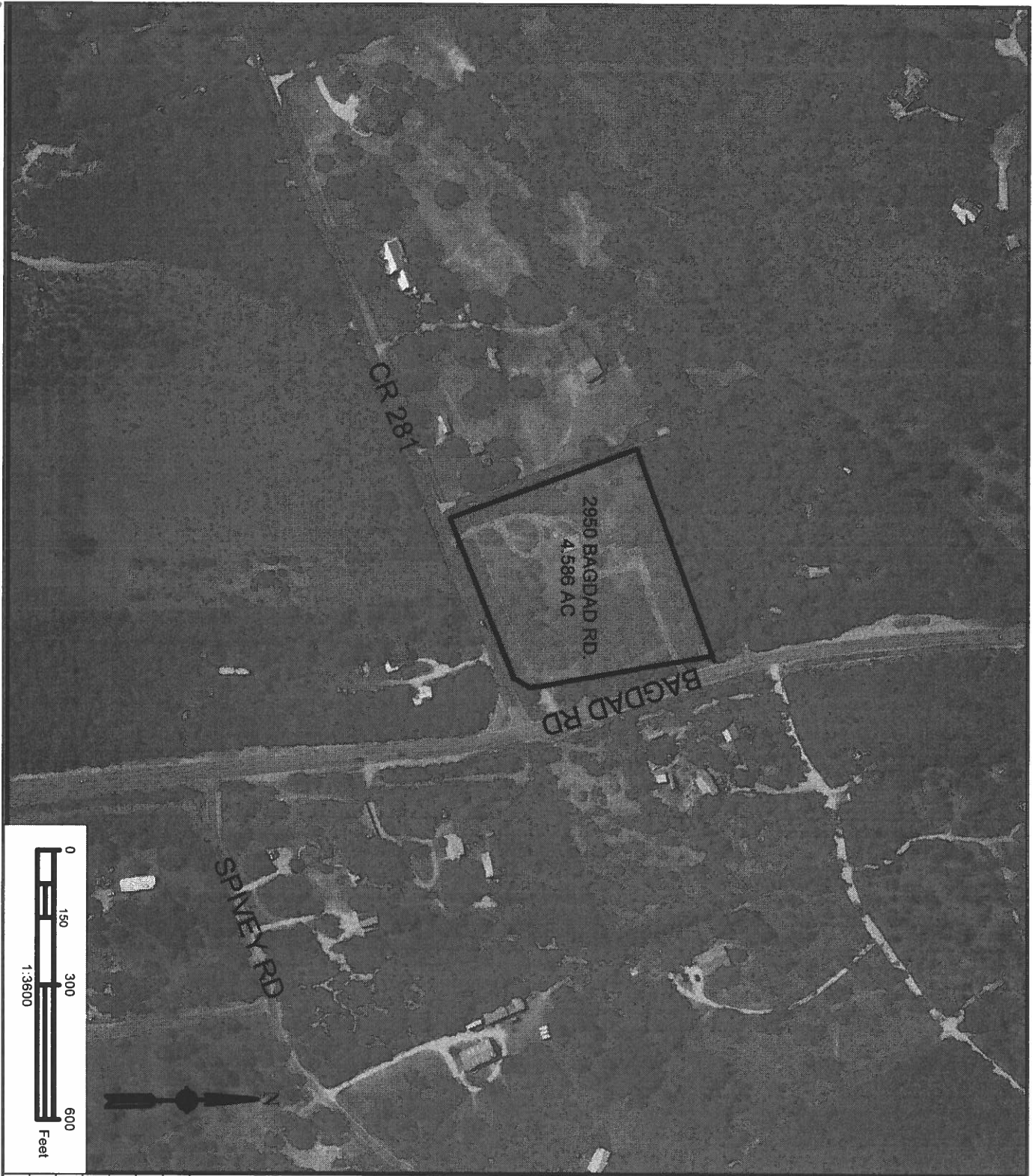
of-way line of County Road 279 and the northwest right-of-way line of County Road 281, being an angle point of said 0.375 acre tract, an angle point of the remainder of said 4.92 acre tract, said point being the southeast angle point of the herein described tract of land;

3. **Thence**, with the northwest right-of-way line of County Road 281, the southeast line of the remainder of said 4.92 acre tract, **S 67° 55' 49" W**, a distance of **386.01'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in the northwest right-of-way line of County Road 281, being the southwest corner of the remainder of said 4.92 acre tract, the southeast corner of that called 2.50 acre tract of land recorded in Document No. 2015042340, Official Public Records, Williamson County, Texas, said point being the southwest corner of the herein described tract of land;
4. **Thence**, departing the northwest right-of-way line of County Road 281, with the southwest line of the remainder of said 4.92 acre tract, the northeast line of said 2.50 acre tract, **N 20° 15' 04" W**, a distance of **449.17'**, to a 4" cedar fence post located at the northwest corner of said 4.92 acre tract, the southwest corner of said 5.03 acre tract, being in the northeast line of said 2.50 acre tract, said point being the northwest corner of the herein described tract of land;
5. **Thence**, with the northwest line of said 4.92 acre tract, the southeast line of said 5.03 acre tract, **N 69° 43' 32" E**, a distance of **491.65'**, to the **POINT OF BEGINNING** containing **4.586 acres** of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.




Travis L. Quicksall RPLS #6447
Date: 06/26/2023
Job #23-0076



PREPARED
FOR:

BAGDAD REALESTATE, LLC
5522 JENOLAN RIDGE LANE
SUGAR LAND, TX 77479

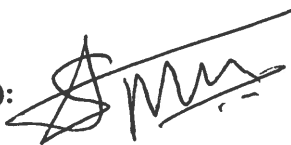
No.	DATE	DESCRIPTION	BY

2905 BAGDAD RD.
LOCATION MAP

DOCUMENT IS FOR
INTERIM REVIEW AND
NOT INTENDED FOR
CONSTRUCTION BIDDING
OR PERMIT PURPOSES

Sheet Index:
Date:
Scale:
Check By:
Drawn By:
Sheet No:
Project No:

LANDOWNER(S):



By: Bagdad Real Estate, LLC
Name: Samir Maredia
Title: Manager

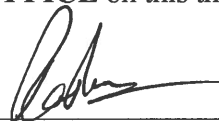
Address 5522 Jenolan Ridge Lane
Sugar Land, TX 77479
County Fort Bend

STATE OF TEXAS §
COUNTY OF FORT BEND §

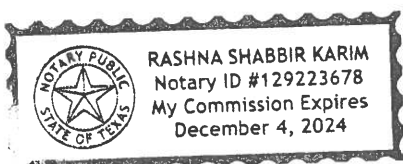
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared SAMIR MAREDIA, on behalf of Bagdad Real Estate, LLC, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument,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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of May 2024.

(SEAL)



Notary Public - State of Texas



LANDOWNER(S):



By: Bagdad Real Estate, LLC
Name: Riyaz Sunesara
Title: Member

Address 7603 Redmeond Court
Sugar Land, TX 77479
County Fort Bend

STATE OF TEXAS

§

COUNTY OF FORT BEND

§

§

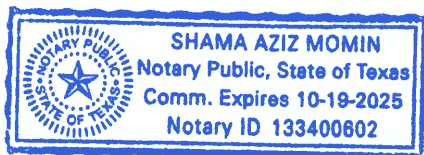
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared RIYAZ SUNESARA, on behalf of Bagdad Real Estate, LLC, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument,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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of APRIL 2024.

(SEAL)



Notary Public - State of Texas



LANDOWNER(S): subna

By: Bagdad Real Estate, LLC
Name: Zaharaben Dhuka zabna
Title: Manager

Address 4202 Steep Rock Lane
Austin, TX 78732
County Travis

STATE OF TEXAS §
§
COUNTY OF Williamson §

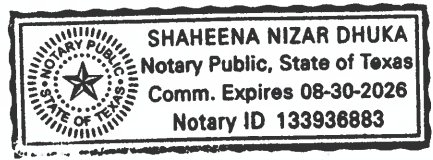
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Zaharaben Zulfekarak Dhuka, on behalf of Bagdad Real Estate, LLC, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 2nd day of May 2024

(SEAL)

Shaheena

Notary Public - State of Texas



LANDOWNER(S):

By: Bagdad Real Estate, LLC
Name: Moez Momin 
Title: Registered Agent

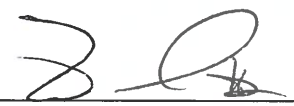
Address 1613 Bellini Drive
Leander, TX 78641
County Williamson

STATE OF TEXAS §
COUNTY OF Davis §

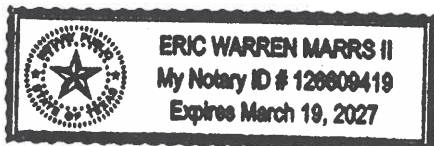
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared MOEZ MOMIN, on behalf of Bagdad Real Estate, LLC, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument,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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 6th day of May 2027.

(SEAL)



Notary Public - State of Texas



LANDOWNER(S):

By: Bagdad Real Estate, LLC
Name: Moiz Maknojia
Title: Manager

Address 1613 Bellini Drive
Leander, TX 78641
County Williamson

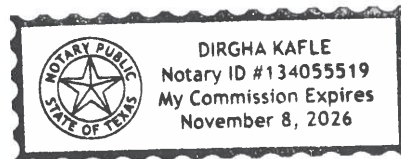
STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

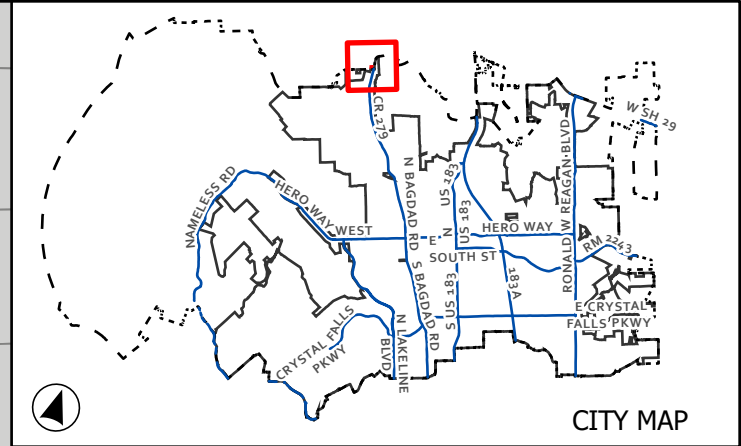
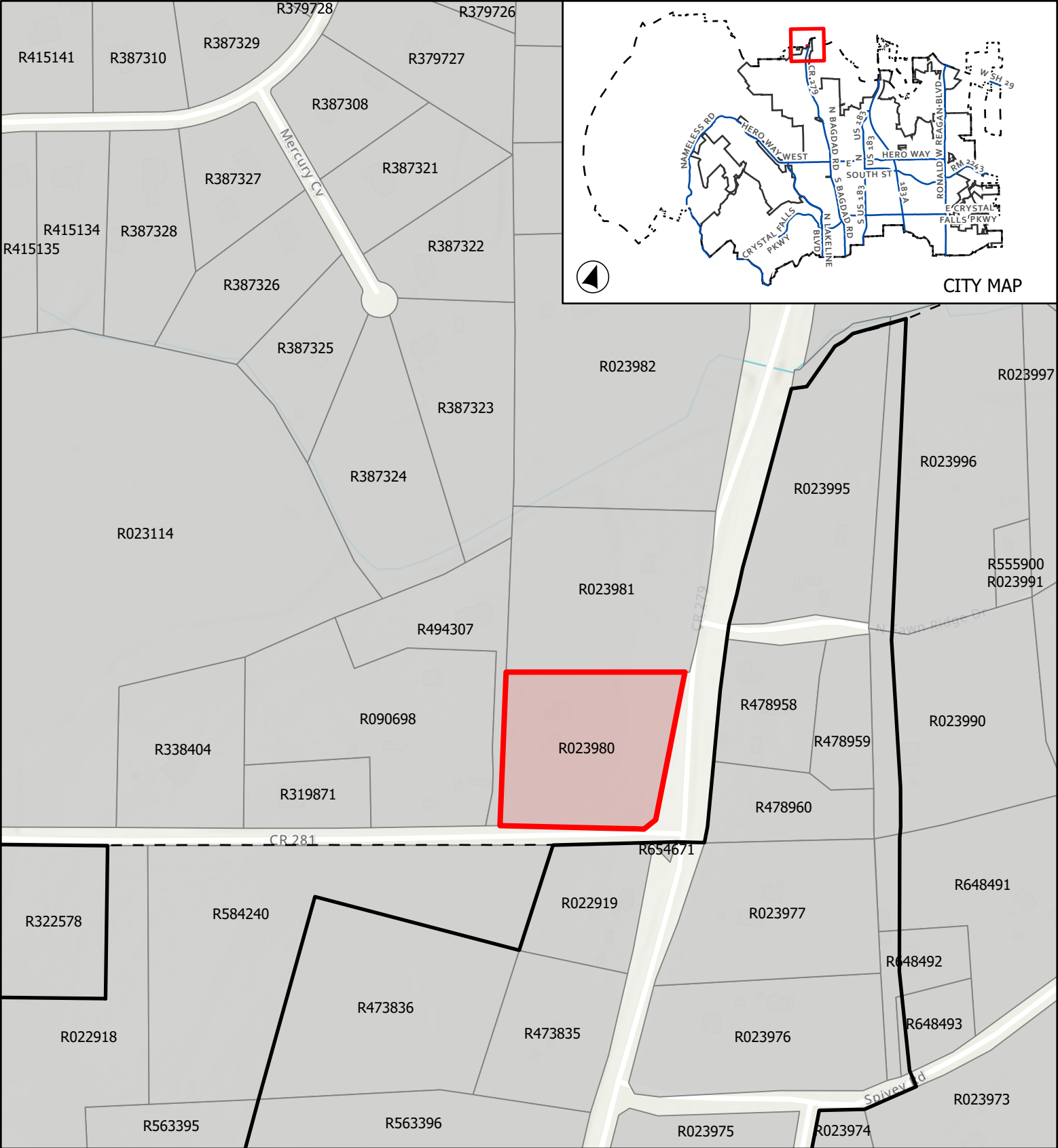
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Moiz Maknojia, on behalf of Bagdad Real Estate, LLC, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument,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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 1st day of May 2024.

(SEAL)

Dirgha Kafle
Notary Public - State of Texas





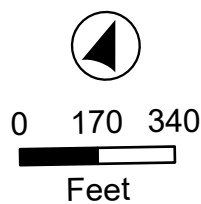
CASE: A-24-0014

ATTACHMENT 2

BAGDAD RETAIL CENTER
VOLUNTARY ANNEXATION

Location Map

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



- City Limits
- ETJ Boundary
- Subject Boundary



EXECUTIVE SUMMARY
6/6/2024

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Special Use Case Z-24-0107 to adopt a Special Use Permit to allow for the operation of a mobile food establishment park on one (1) parcel of land approximately 0.18 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036077; and more commonly known as 203 North Brushy Street, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process to adopt a special use permit. Staff recommends approval of the zoning request to adopt a special use permit. The Planning & Zoning Commission recommended approval during the April 25, 2024 meeting.

HISTORY/TIMELINE:

01/20/1978 – Annexation
09/22/2005 – Approval of the TOD Zoning
09/02/2021 – Approval of the T5 Transect Zone
04/25/2024 – Planning & Zoning Commission, 1st Public Hearing
05/16/2024 – City Council, 2nd Public Hearing

APPLICANT/AGENT:

Archer Build Group (Blayne Thompson) on behalf of Johnny 99, LLC. (Danny Parrott)

RECOMMENDATION:

The City Council unanimously approved the special use permit during the May 16, 2024 meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-24-0107 Att 1 Planning Analysis - Night Owl SUP
2. Z-24-0107 Att 2 Current Zoning - Night Owl SUP
3. Z-24-0107 Att 3 FLU Map - Night Owl SUP
4. Z-24-0107 Att 4 Public Notification - Night Owl SUP

5. Z-24-0107 Att 5 Aerial Map - Night Owl SUP
6. Z-24-0107 Att 6 Residential Properties 150' - Night Owl SUP
7. Z-24-0107 Att 7 Conceptual Site Plan - Night Owl SUP
8. Z-24-0107 Att 8 Letter of Intent - Night Owl SUP
9. Z-24-0107 Att 9 Neighborhood Outreach - Night Owl SUP
10. Z-24-0107 Att 10 Ordinance - Night Owl SUP
11. Z-24-0107 Att 11 4-25-2024 P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-24-0107
NIGHT OWL SUP
203 N. BRUSHY ST

GENERAL INFORMATION

Owner/Agent: Archer Build Group (Blayne Thompson) on behalf of Johnny 99, LLC. (Danny Parrott).

Current Zoning: T5 (Urban Center Transect Zone)

Size and Location: The property is located at 203 N. Brushy St, including approximately 0.18 acres.

Staff Contact: Merrily Van Leuven
Assistant Planner

APPLICANT REQUEST

The applicant has submitted a request to obtain a Special Use Permit for the placement and operation of a Mobile Food Establishment (MFE) Park that will include two MFEs. This request also includes the placement of one vintage truck as a permanent decorative fixture. The vintage truck displays Night Owl signage.

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

The MFE park would operate in addition to the existing Night Owl Bar. The applicant is requesting a waiver from Article IV, Section 10 (b)(2) of the Composite Zoning Ordinance which states that MFEs shall not be located within one hundred fifty (150') feet of a residential dwelling unit. Attachment 6 provides the location of the existing residential dwellings. This proposal also includes a waiver from Leander's allowable signage regulations by using a vintage truck to serve as additional signage for the property. The trucks will remain in a permanent location.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	T5 (Urban Center)	MFE Park, Commercial Vacant Land
EAST	T5 (Urban Center)	Residential
SOUTH	Civic	Pat Bryson Municipal Hall
WEST	T5 (Urban Center)	Residential

SURROUNDING AREA:

This property is located at 203 N. Brushy St. at the intersection of N. Brushy St. and W. Broade St. Wildfire Park is located to the north of the property. They currently operate a MFE Park. Residential land uses are located to the east and west of the Night Owl Bar, however, these properties have issued commercial site development applications. Construction has started on the property to the west (Wahoo's). They are better known as the Whiskey Tango Foxtrot Site Development and Wahoo's Site Development. Pat Bryson Municipal Hall is located to the south.

PHYSICAL AND NATURAL FEATURES:

This property is currently developed and operates as the Night Owl Bar.

PROPERTY HISTORY:

This property was part of the Original Incorporation and annexed on January 20, 1978.



Figure 1 - Aerial

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 21-TOD-Z-020: city initiated case requested a zone change from GC-3-C (General Commercial) to T5 (Urban Center) and was approved on September 2, 2021.

MAJOR CORRIDORS:

This property has access onto N. Brushy St and W. Broade St.

TRANSPORTATION PLAN REQUIREMENTS:

There are no new roads being proposed with this application.

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
Broade St.	Collector	Mixed Use	74' ROW 6' sidewalk

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- Leander Subdivision was approved on February 16, 1884.

EXISTING UTILITIES:

This property has access to water along N. Brushy St. and wastewater along N. Brushy St and W Broade St. See Figures 2 and 3 below.



Figure 2 - Waterline



Figure 3 - Wastewater

CURRENT LAND USES:

This property is currently being used as the Night Owl Bar.

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

- Encourage development and activity in Old Town with locally-owned and unique shopping, dining, and entertainment opportunities.

Applicable Future Land Use categories**OLD TOWN**

- Old Town as a future development category is intended for a mix of uses that keeps Leander historic center interesting and dynamic. New development and redevelopment within Old Town should be designed in harmony with the existing character that acknowledges Leander's heritage. This includes older buildings and historic, contributing structures along with a mix of new and adaptive reuse buildings.

Old Town buildings are to be activated towards the street, encouraging walkability, eating establishments, central gathering spaces, and civic conversation. Old Town is scaled-down urban without on-site parking requirements, high impervious cover yet green space, street tree canopy and safe mix of vehicles and pedestrians. Old Town character includes small businesses, professional office, entertainment, shopping, arts and culture elements, and civic activity, each contributing to daytime and evening buzz.

An assortment of residential is suitable and encouraged based on the context, focused on a balance of scale between building, site and streets. In the core, urban lofts and townhouses are appropriate; in the south and

east districts, across US 183, attached and detached housing may be appropriate with design context and limitations.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

This proposal was reviewed by all applicable departments within the City of Leander.

SCHEDULE:

DEVELOPMENT MEETING

A development meeting was not held with Staff, but the applicant did have several meetings with staff.

NOTIFICATION

04/04/2024 - Public Notice on Hill Country News
 04/10/2024 - Mail Notification to Property Owners within 200'
 04/10/2024 - Public Hearing Signage Posted on Property
 04/25/2024 - Planning and Zoning Commission Public Hearing
 05/16/2024 - City Council Public Hearing & First Reading of the Ordinance
 06/06/2024 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

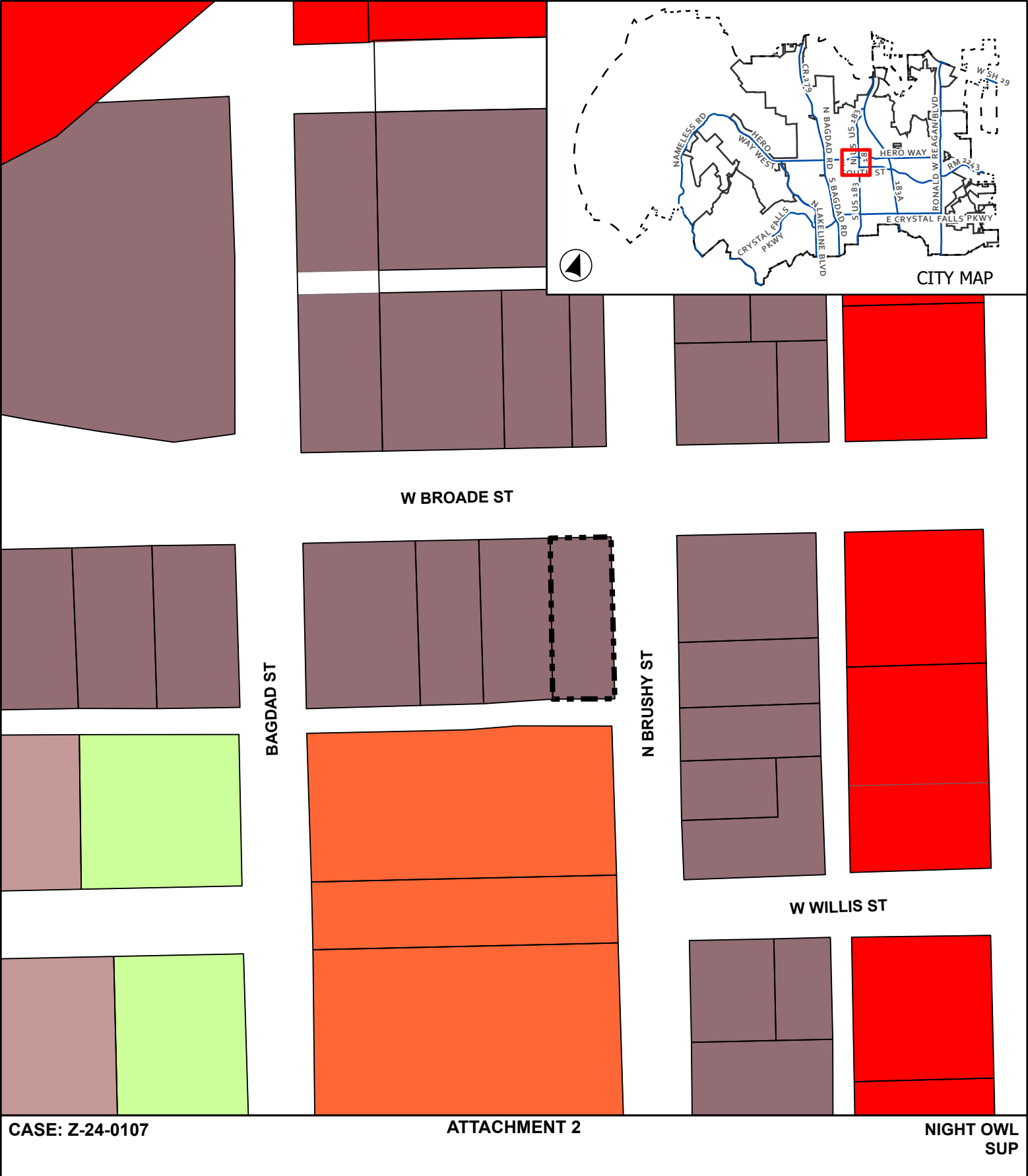
In addition to the notice mailed on behalf of the City to all property owners within 200', the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's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

Notifications were delivered through USPS and by hand delivery. No concerns were expressed during their community outreach.

Please see the full report from the applicant attached as Item 9.

APPROVAL CRITERIA:

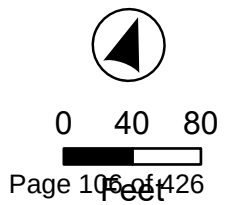
This property is located within a transitional area of Old Town and is consistent with nearby uses which include other bars and eating establishments. The approval of this Special Use Permit would allow the MFE Park use for 10 years.

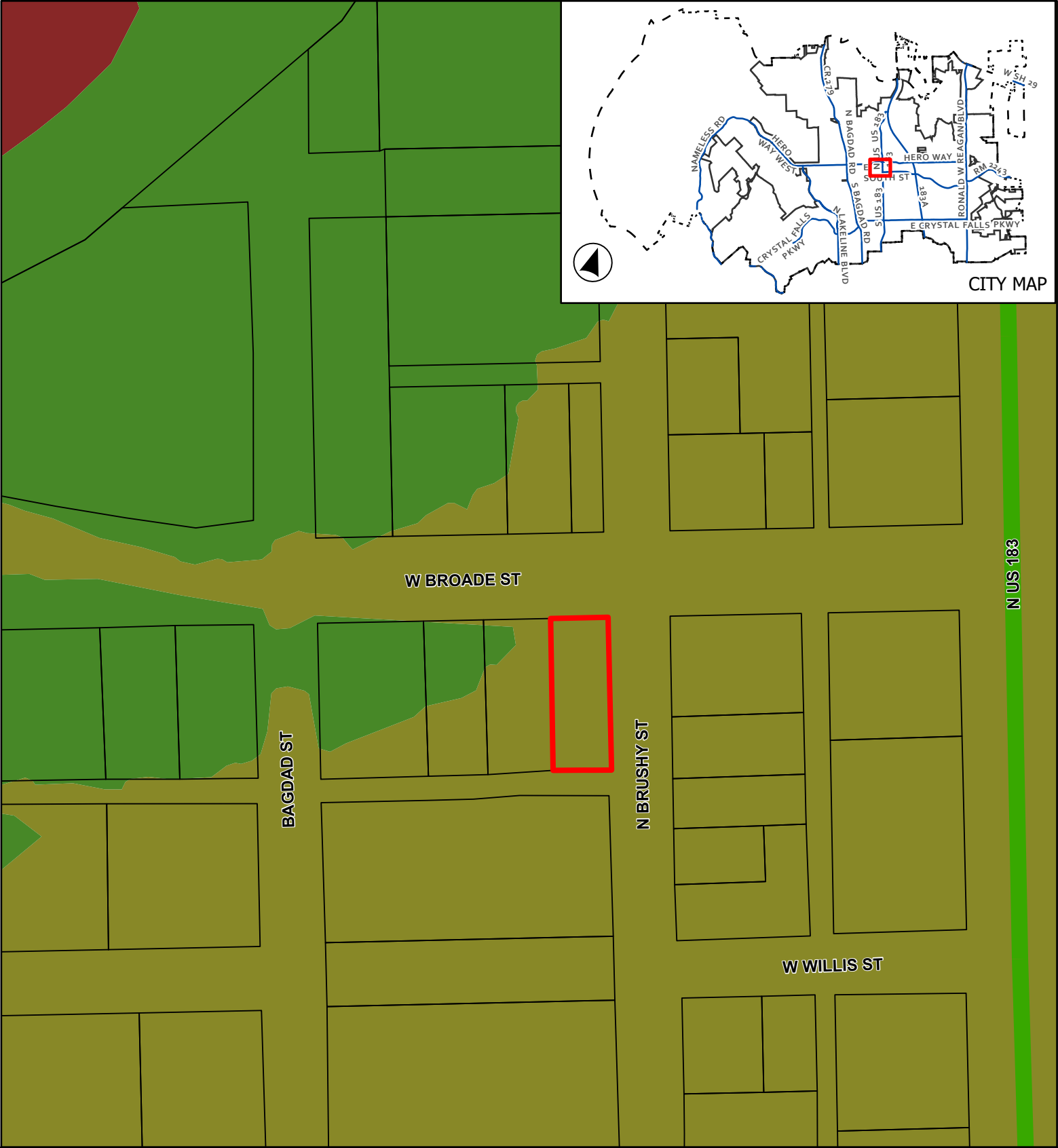


Current Zoning

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

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFU - Single-Family Urban
- GC - General Commercial
- Civic Building
- T4 - Genral Urban
- T5 - Urban Center





CASE: Z-24-0107

ATTACHMENT 3

NIGHT OWL
SUP

Future Land Use Map

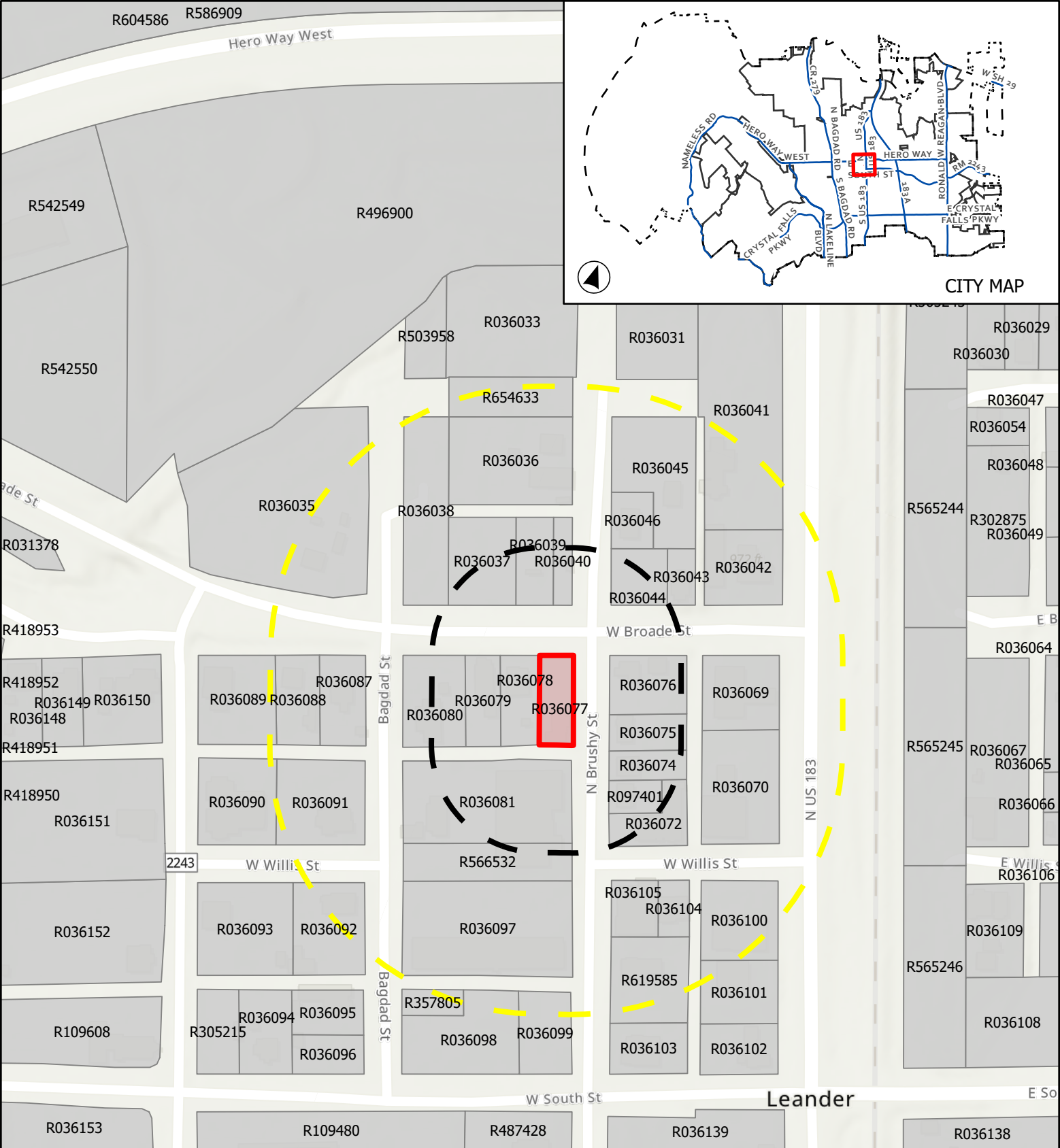


0 45 90
Feet

- Leander City Limits
- ETJ Boundary
- Subject Boundary
- Activity Center

- Old Town
- Greenway
- Thoroughfare Plan
- Arterial 6 Lane, Existing

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



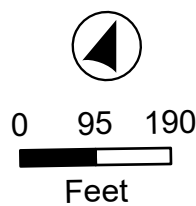
CASE: Z-24-0107

ATTACHMENT 4

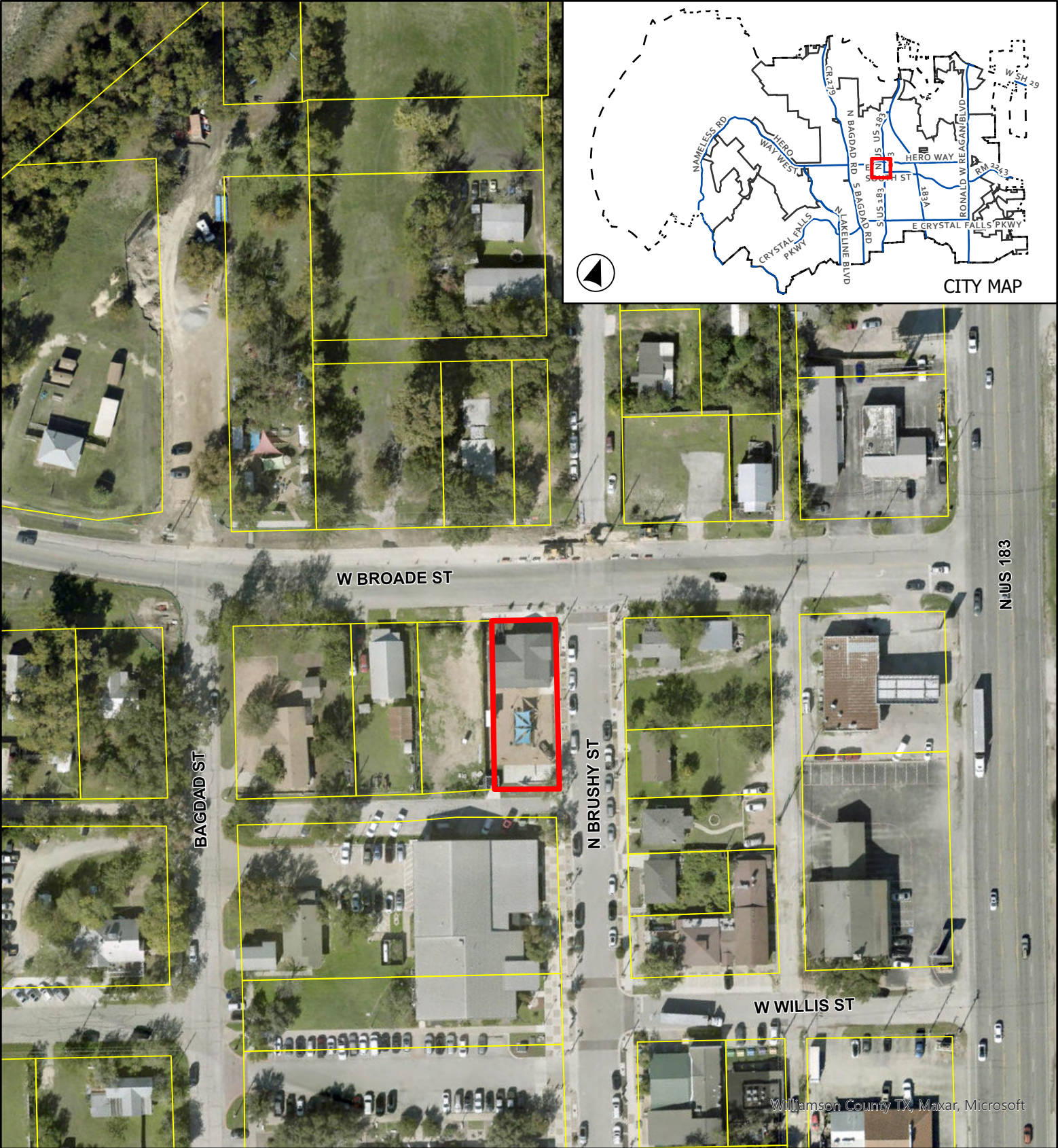
NIGHT OWL
SUP

Public Notification

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



- City Limits
- ETJ Boundary
- Subject Boundary
- Notification Buffer**
 - 200'
 - 300'



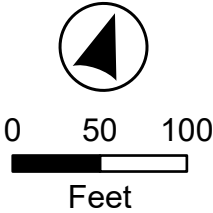
CASE: Z-24-0107

ATTACHMENT 5

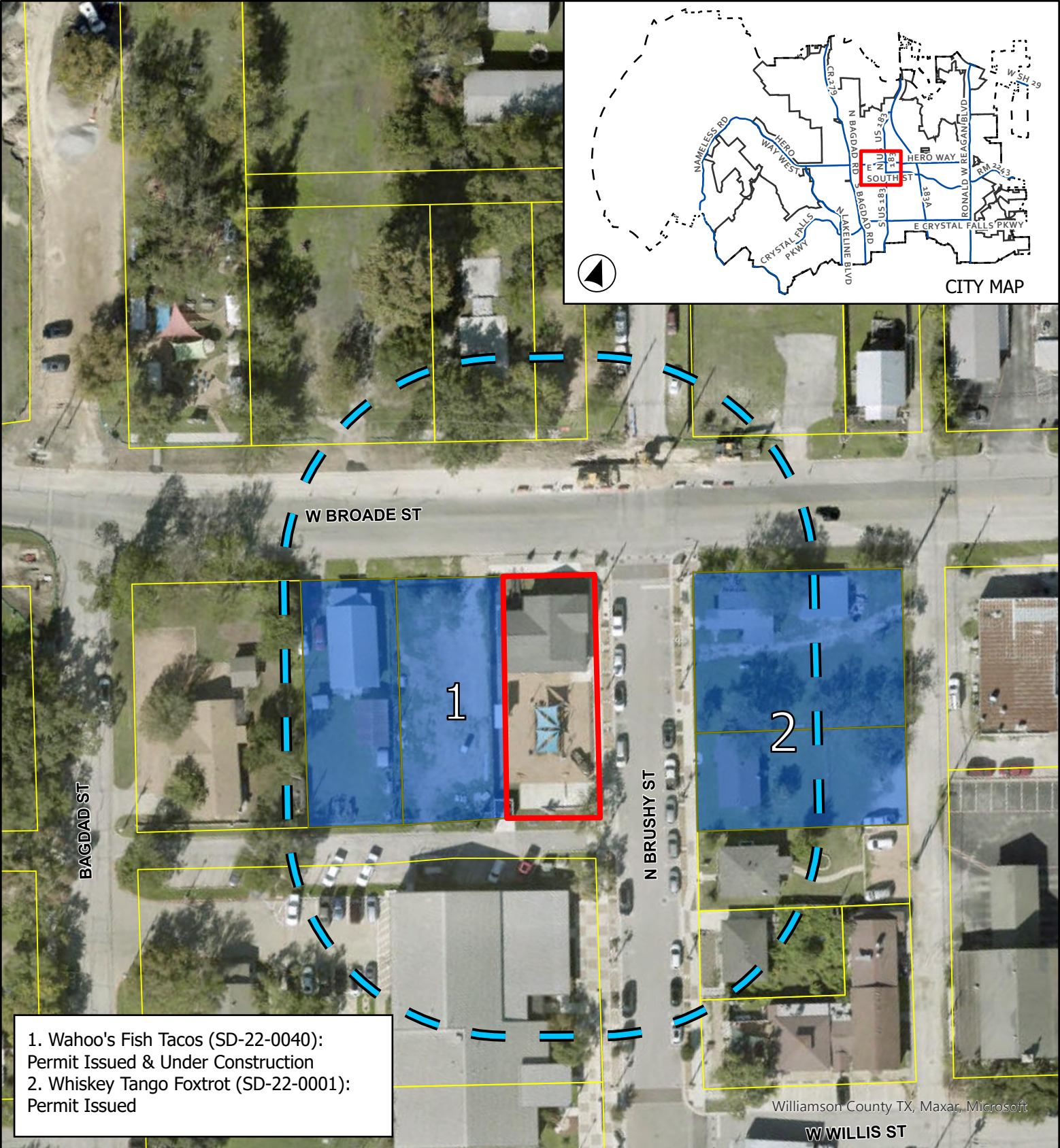
NIGHT OWL
SUP

Aerial Map

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



- Leander City Limits
- Subject Boundary



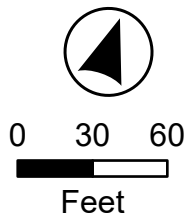
CASE: Z-24-0107

ATTACHMENT 6

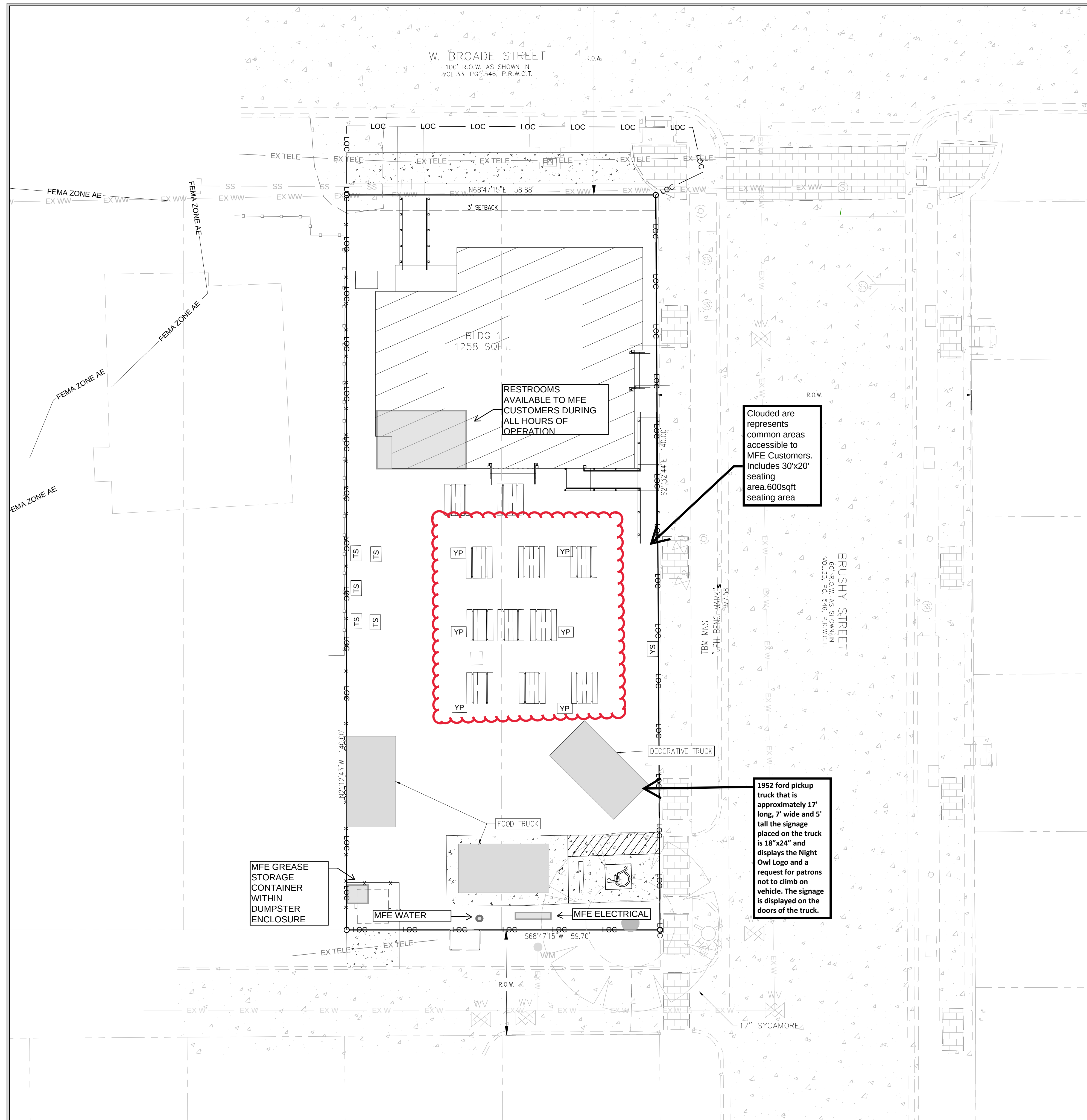
NIGHT OWL SUP

Residential Properties within 150'

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
- 150' Buffer
- Residential Properties



The truck is permitted on-site as 18" x 24" signage.

Exhibit B



March 7th, 2024,

Letter of Intent

THIS LETTER OF INTENT (the "Document") made as of this 7th day of March 2024

BETWEEN

Night Owl Bar of 203 N Brushy St Leander Tx, 78641 (Representative Blayne Thompson)

City of Leander of 105 N Brushy St Leander Tx 78641

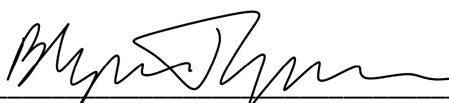
TRANSACTION DESCRIPTION

Night Owl Bar desires to obtain a Special Use Permit for the authorization of placement and operation of a total of 2 Mobile Food Establishments (MFE's) on the premises of 203 N Brushy St Leander Tx 78641. In addition to the MFE's, Night Owl Bar would like authorization for placement of 1 vintage truck as a permanent decorative fixture. The truck is a 1952 ford pickup truck that is approximately 17' long, 7' wide and 5' tall the signage placed on the truck is 18"x24" and displays the Night Owl Logo and a request for patrons not to climb on vehicle. The signage is displayed on the doors of the truck.

This request will require the waiver of 2 separate CPZ ordinances.

- 1) **The MFE's will be located within 150' of a residential dwelling.**
- 2) **We are requesting to place more than 1 MFE on a site less than 1 acre.**

This Letter of intent is respectfully submitted by Blayne Thompson the owners representative for Night Owl Bar.

Signature: 

Name: Blayne Thompson

Date Executed: 3/7/24

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.

Notifications were delivered through USPS and by hand delivery. Addresses, names and contact information and concerns have been provided as an additional document. The outreach letter has been uploaded as an additional document.

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.

Additional document attached.

3. What concerns were raised during these communications?

Additional document attached. No concerns have been expressed. This is indicated on the spreadsheet provided.

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

N/A

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

Signature:  Date 1/4/24



January 4, 2024

NEIGHBORHOOD OUTREACH LETTER CONCERNING NIGH OWL BAR SPECIAL USE PERMIT APPLICATION

TO WHOM IT MAY CONCERN:

This letter is to inform you that Night Owl Bar located at 203 N Brushy St Leander Tx 78641 will be applying for a special use permit for the placement of 2 Mobile Food Establishments within the yard area of the bar. Additionally, they will be requesting approval for the permanent placement of a Vintage Truck within the yard area. This process requires us to notify all neighbors within 500'.

If you have any concerns with this, feel free to reach out to me directly or you will have an opportunity to voice your opinions at a planning and zoning commission meeting and a subsequent city council meeting. I am happy to answer any questions you may have. We really do have the community's best interest in mind and do care what everyone has to say.

Regards,

Blayne Thompson

512-784-2014

b.thompson@archerbuildgroup.com

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY APPROVING THE NIGHT OWL SPECIAL USE PERMIT TO ALLOW FOR THE OPERATION OF A MOBILE FOOD ESTABLISHMENT PARK; 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 0.18 acres ±; being more particularly described in Exhibit "A"; size, more particularly described by Williamson Central Appraisal District Parcel R036077; and more commonly known as 203 North Brushy Street; identified by Williamson Central Appraisal District tax identification number R036077; more particularly described in Instrument Number 2021161649; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Special Use Permit is hereby approved to allow for the operation of a Mobile Food Establishment Park as conceptually shown in Exhibit "B". The Special Use Permit allows for two Mobile Food Establishments to be located within one hundred fifty (150) feet from a residential dwelling unit and signage on a truck located on the site. The term of this permit shall be limited to a time frame of ten (10) years. At the end of this term, the applicant

has the ability to request an extension.

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

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

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

PASSED AND APPROVED on First Reading this the 16th day of May, 2024.
FINALLY PASSED AND APPROVED on this the 6th day of June, 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 25, 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 April 18, 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 through 10.

By: Board Member May

Seconded: Board Member Oliver

Vote: 7 - 0

6. Approval of Subdivision Case FP-22-0012 regarding Bar W Ranch West Phase 10 Final Plat on six (6) parcels of land approximately 53.097 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R590364, R652645, R573683, R539735, R652644, and R654376; generally located west along Stamp Iron Avenue and Bar W Ranch Boulevard, Leander, Williamson County, Texas.

7. Approval of Subdivision Case FP-22-0032 regarding Travisso Phase 4, Sections 7-8 & Phase 5, Section 3 Final Plat on one (1) parcel of land approximately 47.61 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcel 353024; generally located west of the intersection of Travisso Parkway and Via Levanzo Road, Leander, Travisso County, Texas.
8. Approval of Subdivision Case FP-22-0037 regarding Torrente-Warr Acres Short Form Final Plat on one (1) parcel of land approximately 23.417 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031658; generally located east of the terminus of Oak Grove Road, Leander, Williamson County, Texas.
9. Approval of Subdivision Case FP-23-0072 regarding Gateway 29 Final Plat on ten (10) parcels of land approximately 34.051 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R649811, R464196, R319215, R534766, R534765, R418530, R620027, R403523, R534764 and R534763; generally located at the southwest corner of SH 29 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
10. Approval of the minutes for meeting held on April 11, 2024.

PUBLIC HEARING: ACTION

11. Conduct a Public Hearing regarding Subdivision Case CP-23-0027 to adopt the Sullivan Tract Concept Plan Revision #1 on nine (9) parcels of land approximately 308.288 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R022920, R473838, R473839, R022741, R356046, R473837, R022922, R022921, and R022923; generally located west of North Bagdad Road and approximately 1,200 feet south of CR 281, Leander, Williamson County, Texas.

Debbie Almond had questions
James Lyons was in favor with fences.

Motion: To approve Concept Plan CP-23-0027

By: Board Member Cosgrove
Seconded: Board Member Oliver

Vote: 7 - 0

12. Conduct a Public Hearing and consider action regarding Special Use Case Z-24-0107 to adopt a Special Use Permit to allow for the operation of a Mobile Food Establishment Park on one (1) parcel of land approximately 0.18 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R036077; and more commonly known as 203 North Brushy Street, Leander, Williamson County, Texas.

No one spoke in favor or opposition of the request.

Motion: To approve Zoning Case Z-24-0107

By: Board Member Oliver
Seconded: Board Member May

Vote: 6 - 1 Board Member Moss

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0112 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to GC-3-C (General Commercial) on four (4) parcels of land approximately 14.5 acres $\pm$ in size, more particularly described by Williamson Central Appraisal

District Parcels R031758, R098017, R473771, and R098019; and generally located approximately 475 feet to the west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the northside of Hero Way, Leander, Williamson County, Texas.

Submitted via the website in opposition of the request was Rocky Brown, 2512 Belen Dr and Benjamin Davis, 1924 Woolsey Way.

Motion: To postpone zoning case Z-24-0112 to the next May 9, 2024 P & Z meeting, so staff can work with the applicant on a Minor PUD Amendment.

By: Board Member Mahan

Seconded: Board Member Cosgrove

Vote: 7 - 0

14. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-23-0007 to amend the Comprehensive Plan to update the mix of land uses associated with the Activity Center and Zoning Case Z-22-0023 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development / Planned Unit Development – Conventional Development Sector) to adopt the Pioneer Farmstead PUD (Planned Unit Development) with the base zoning of SFL-2-A (Single-Family Limited), SFT-2-A (Single-Family Townhouse), CH-2-A (Cottage Housing), and GC-3-A (General Commercial) on one (1) parcel of land approximately 56.65 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032213; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding CPA-23-0007 as described above.
- Discuss and consider action regarding Zoning Case Z-22-0023 as described above.

(This case was postponed until June 27, 2024.)

15. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0113 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Historic Bryson Farmstead PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on two (2) parcels of land approximately six (6) acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032212 and R500771; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

Speaking in opposition was Joshua Raley, 724 Mallow Rd. and Benjamin Davis, 1924 Woolsey Way.

Motion: To postpone Zoning Case Z-24-0118 until the May 9, 2024 P & Z meeting to review revised PUD Notes.

By: Board Member Cosgrove

Seconded: Board Member Oliver

Vote: 7 - 0 None

REGULAR AGENDA

16. Adjournment Adjourned at 7:42 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
6/6/2024

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0112 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Hero Ranch Minor PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on four (4) parcels of land approximately 14.5 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031758, R098017, R473771, and R098019; and generally located approximately 475 feet to the west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the north side of Hero Way, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. Staff recommends approval of the zoning request. The Planning & Zoning Commission held a public hearing during the April 25, 2024 meeting and voted to postpone action to allow Staff to work with the applicant to update the request to a Minor PUD following discussions during the meeting. The Minor PUD prohibits undesired uses on Parcel B, located adjacent to the existing residential uses. The PUD also limits the building height on Parcel B to one (1) story and thirty-five (35') feet. The Planning & Zoning Commission recommended approval during the May 9, 2024 meeting.

HISTORY/TIMELINE:

01/21/2016 – Zoning Approved
05/05/2016 – Zoning Approved
04/25/2024 – Planning & Zoning Commission, 1st Public Hearing
05/09/2024 – Planning & Zoning Commission, Action
05/16/2024 – City Council, 2nd Public Hearing

APPLICANT/AGENT:

TDW Development, LLC. and JGHTDH #1, LLC. (James G. Herman)

RECOMMENDATION:

The City Council unanimously approved the Minor PUD during the May 16, 2024 meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-24-0112 Att 1 Planning Analysis - Hero Ranch Minor PUD
2. Z-24-0112 Att 2 Current Zoning - Hero Ranch Minor PUD
3. Z-24-0112 Att 3 FLU Map - Hero Ranch Minor PUD
4. Z-24-0112 Att 4 Public Notification - Hero Ranch Minor PUD
5. Z-24-0112 Att 5 Proposed Zoning - Hero Ranch Minor PUD
6. Z-24-0112 Att 6 Aerial Map - Hero Ranch Minor PUD
7. Z-24-0112 Att 7 Letter of Intent - Hero Ranch Minor PUD
8. Z-24-0112 Att 8 Outreach Summary -Hero Ranch Minor PUD
9. Z-24-0112 Att 9 PUD Notes - Hero Way Minor PUD
10. Z-24-0112 Att 10 Ordinance - Hero Ranch Minor PUD
11. Z-24-0112 Att 11 4-25-2024 P & Z Minutes
12. Z-24-0112 Att 12 5-9-2024 P Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-24-0112 HERO RANCH

GENERAL INFORMATION

Owner/Agent:	TDW Development, LLC. and JGHTDH #1, LLC. (James G. Herman)..
Current Zoning:	Interim SFR-1-B (Single-Family Rural)
Proposed Zoning:	Minor PUD (Planned Unit Development) with the base zoning of: GC-3-C (General Commercial)
Size and Location:	The property is located west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the northside of Hero Way, including approximately 14.5 acres.
Staff Contact:	Karina Castillo, AICP Planning Manager

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to allow for a commercial development with the neighboring commercial tract that will include retail, restaurants, offices, and personal service uses.

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

The applicant also owns the neighboring property to the northwest, across Airport Drive, and intends develop it as residential to allow for a step-down zoning to buffer the proposed commercial uses from the existing residential uses. That site will require a zone change for future development to comply with the Future Land Use category.

The Planning & Zoning Commission held a public hearing during the April 25, 2024 meeting and voted to postpone action to allow Staff to work with the applicant to update the request to a Minor PUD following discussions during the meeting. The Minor PUD prohibits undesired uses on Parcel B, located adjacent to the existing residential uses. The PUD also limits the building height on Parcel B to one story and 35'.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	PUD	Single-Family Residential (Palmera Ridge Subdivision)

EAST	GC-3-C	Fuel Station, Undeveloped
SOUTH	GC-2-B	Undeveloped
WEST	PUD, Interim SFR-1-B	Single-Family Residential

SURROUNDING AREA:

This property is located south of Palmera Ridge subdivision. To the east of the site is a gas station and convenience store. Single-family residences are currently located to the west. The property to the south is undeveloped.

PHYSICAL AND NATURAL FEATURES:

This property contains a pond and trees that will be reviewed for compliance and mitigation during the development of the site.

PROPERTY HISTORY:

This property annexed into the City of Leander on 01/20/2016 and 5/4/2016.

PREVIOUS ZONING CASES:

No zone cases were previously submitted for this property.



Figure 1: Aerial

MAJOR CORRIDORS:

This property has access onto Hero Way and Airport Drive.

TRANSPORTATION PLAN REQUIREMENTS:

This proposal does not include the construction of new roads.

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

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
Hero Way	Access Controlled	Commercial	400' ROW Access Controlled 10' sidewalk

SUBDIVISIONS:

No subdivision cases were previously submitted for this property.

EXISTING UTILITIES:

This property has access to water and wastewater along Hero Way as shown in Figures 2 and 3.



Figure 2: Water System



Figure 3: Wastewater System

CURRENT LAND USES:

This property is currently being used as a single-family 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 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.

GC – GENERAL COMMERCIAL:

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

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

SITE COMPONENT**TYPE 3:**

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

Intent:

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

ARCHITECTURAL COMPONENT**TYPE A:**

Features: 5 or more architectural features.

Intent:

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

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

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

Applicable Future Land Use categories**ACTIVITY CENTER**

- Activity Center areas are the major strategic commercial centers within the community. They are intended to provide opportunity for diverse retail, employment and mixed-use destinations at critical intersections to create dense, value-intense development. These centers are regional in nature and serve a population beyond Leander, and are found on major highways and arterials. Managing access and traffic in these high-volume areas will require planning and coordination.

In a changing retail environment, Activity Centers are designed to become community destinations with activities, amenities, shopping, restaurants and places to gather, live and work. These mixed-use centers complement neighborhood centers and the urban development around Leander Station. Individually, these centers are expected to have a differing balance of land use, design, and atmosphere based on their location and context. High-density apartments and lofts are appropriate if designed and connected to the larger mixed-use center.

The Activity Center land use is intended to be implemented using a strategically planned framework, typically a PUD. When multiple landowners exist without a unified development scheme, proposed projects should plan for future integration to balance the activity center area as much as possible.

Desired Mix: 70-100% Non-Residential, 0-30% 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 not held with Staff, but the applicant did have several meetings with staff.

NOTIFICATION

- 04/04/2024 - Public Notice on Hill Country News
- 04/10/2024 - Mail Notification to Property Owners within 200'
- 04/10/2024 - Public Hearing Signage Posted on Property
- 04/25/2024 - Planning and Zoning Commission Public Hearing
- 05/16/2024 - City Council Public Hearing & First Reading of the Ordinance
- 06/06/2024 - 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 5:00 pm on 12/19/2023 at Sienna House in the Ranch Sienna neighborhood. A total of six (6) residents/property owners attended the neighborhood meeting. Below is a list of comments/concerns that were discussed during the meeting:

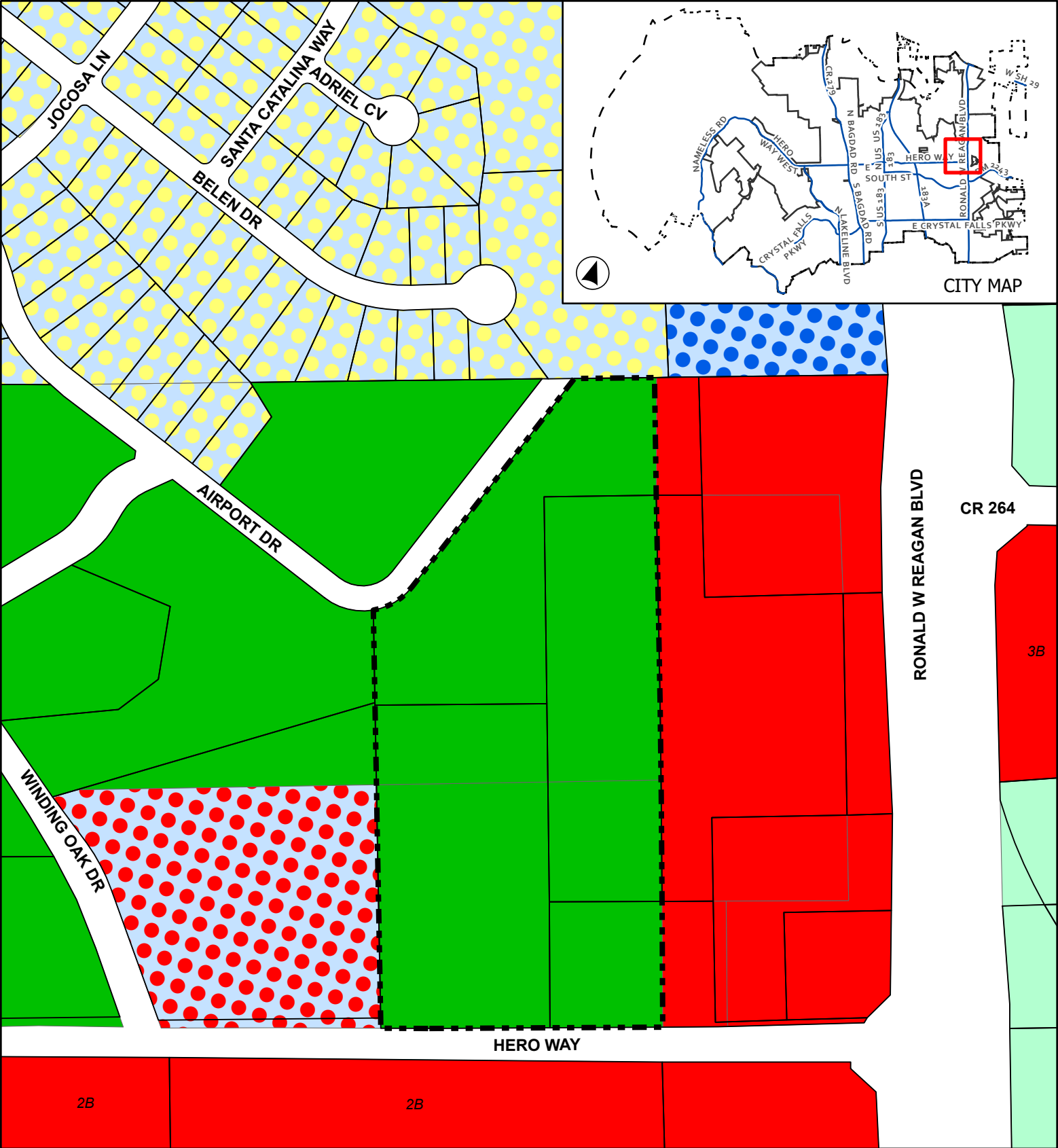
- Site lighting
- Building heights

No changes were made to address issues discussed.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

This subject property is located within an Activity Center which is compatible with General Commercial uses. The site has access to Hero Way which is intended to be a controlled access roadway with commercial uses along both sides. The property to the east is zoned General Commercial and a portion of the abutting property to the west is currently zoned for general commercial uses as well. The Minor PUD provides for limited uses and building height on the parcel located adjacent to the existing residential uses. Staff supports this request.



Current Zoning

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



Leander City Limits



Extra-Territorial Jurisdiction



Subject Boundary



SFR - Single-Family Rural



SFS - Single-Family Suburban



LC - Local Commercial



GC - General Commercial



PUD - Single-Family



PUD - Mixed Use



PUD - General Commercial

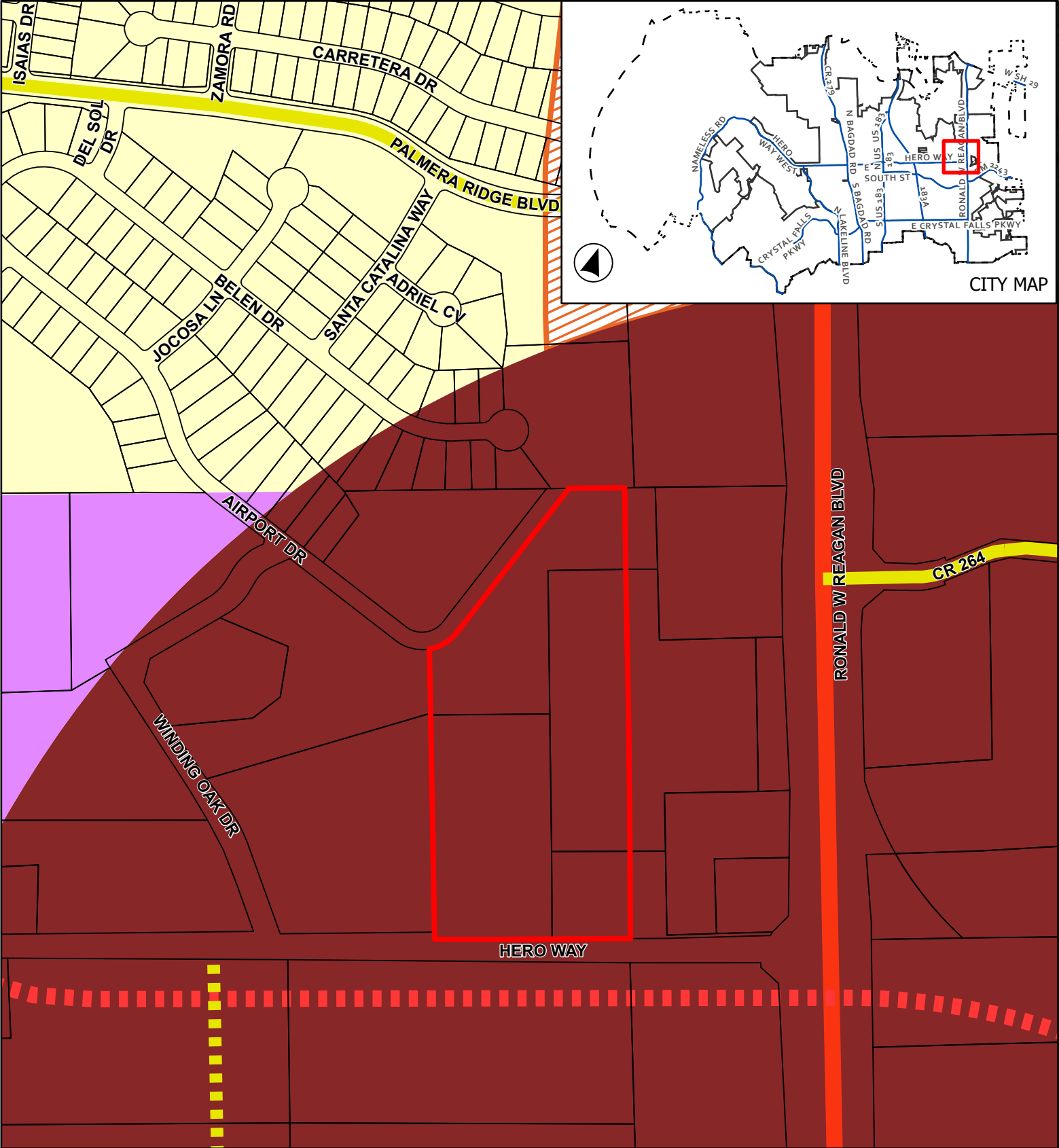


0 90 180



Page 128 of 426

Feet



CASE: Z-24-0112

ATTACHMENT 3

HERO RANCH MINOR PUD

Future Land Use Map



0 150 300

Feet

Leander City Limits
ETJ Boundary
Subject Boundary

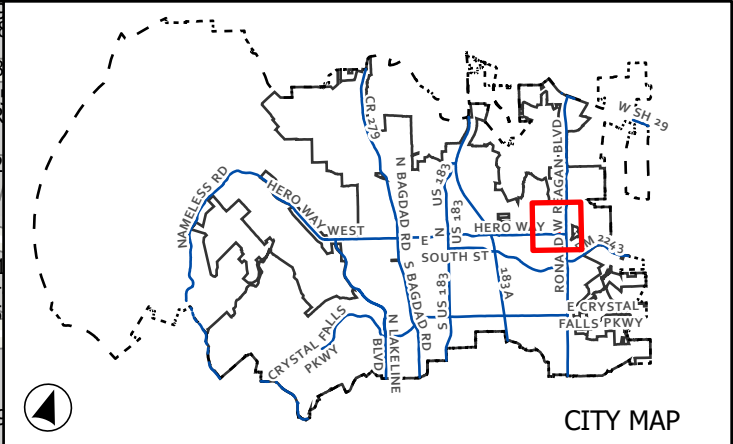
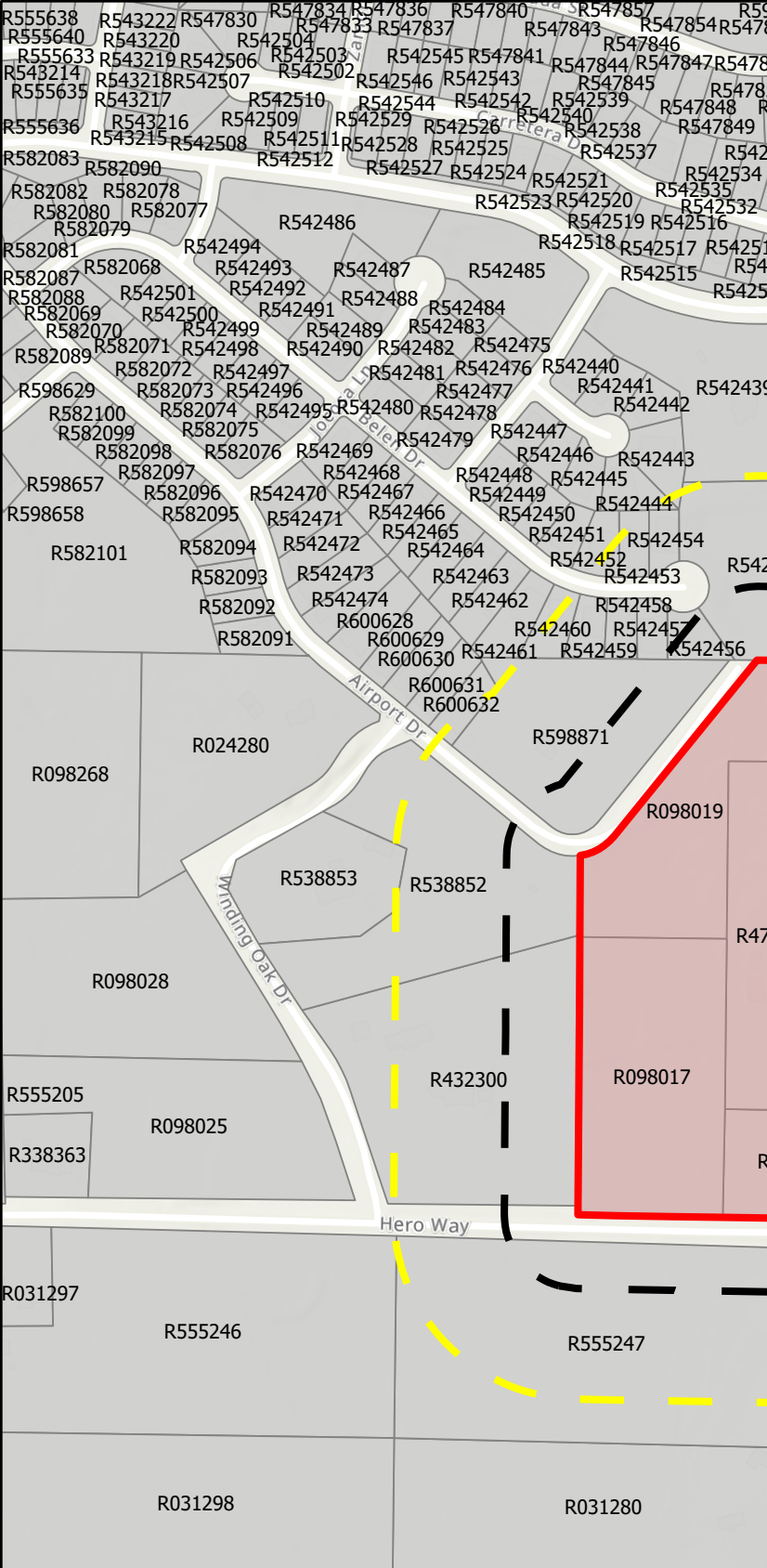
Future Land Use

Neighborhood Residential

Multi-Use Corridor - Priority Corridor
Access Controlled, Existing

Thoroughfare Plan

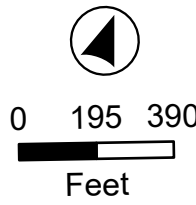
Collector, Existing
Rural, Existing
Access Controlled, Proposed
Collector, Proposed



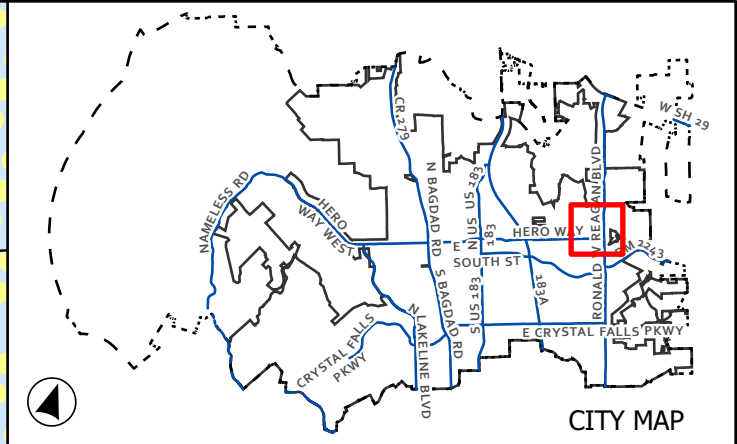
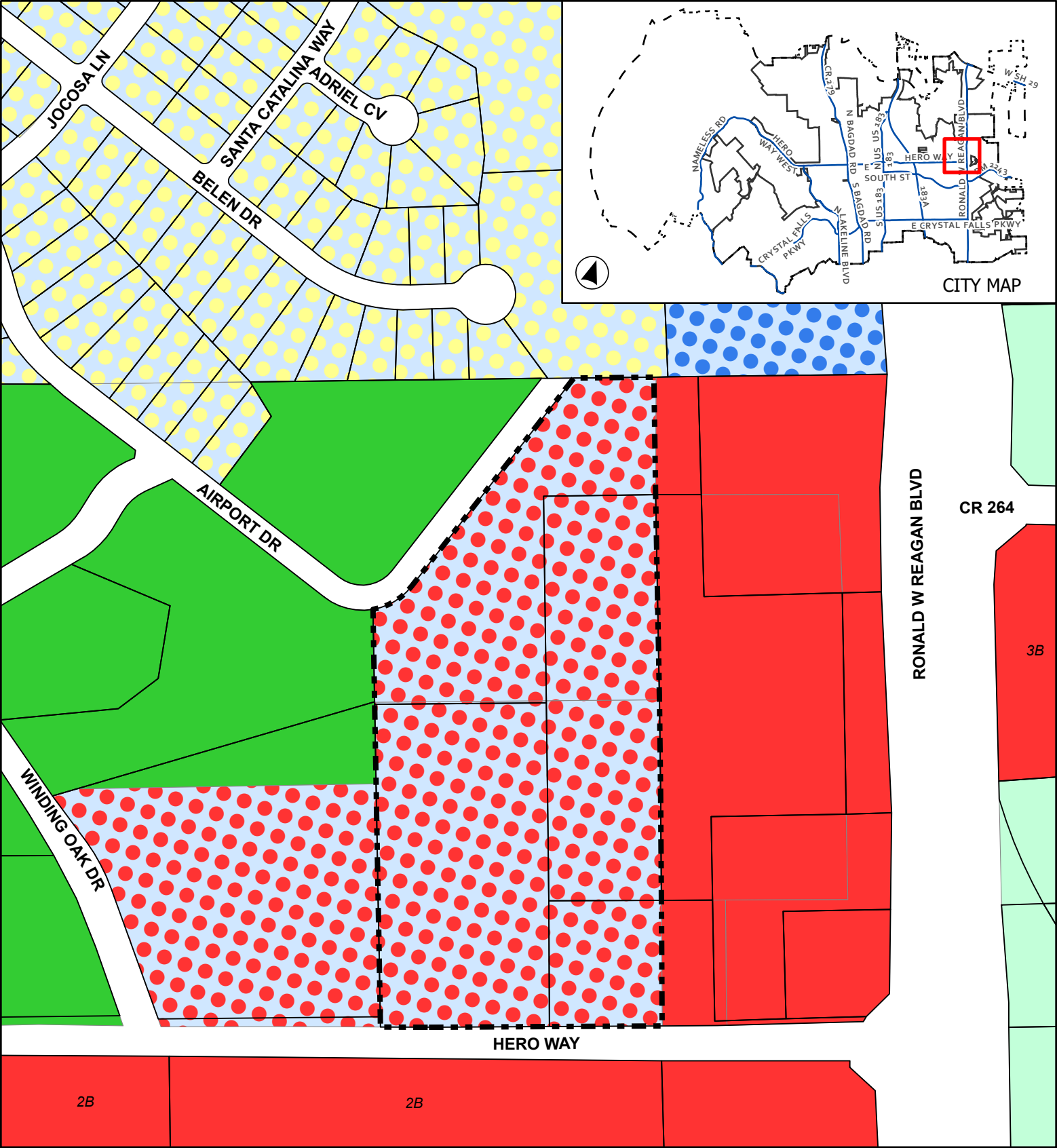
CASE: Z-24-0112 ATTACHMENT 4 HERO RANCH MINOR PUD

Public Notification

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



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

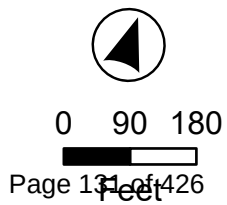


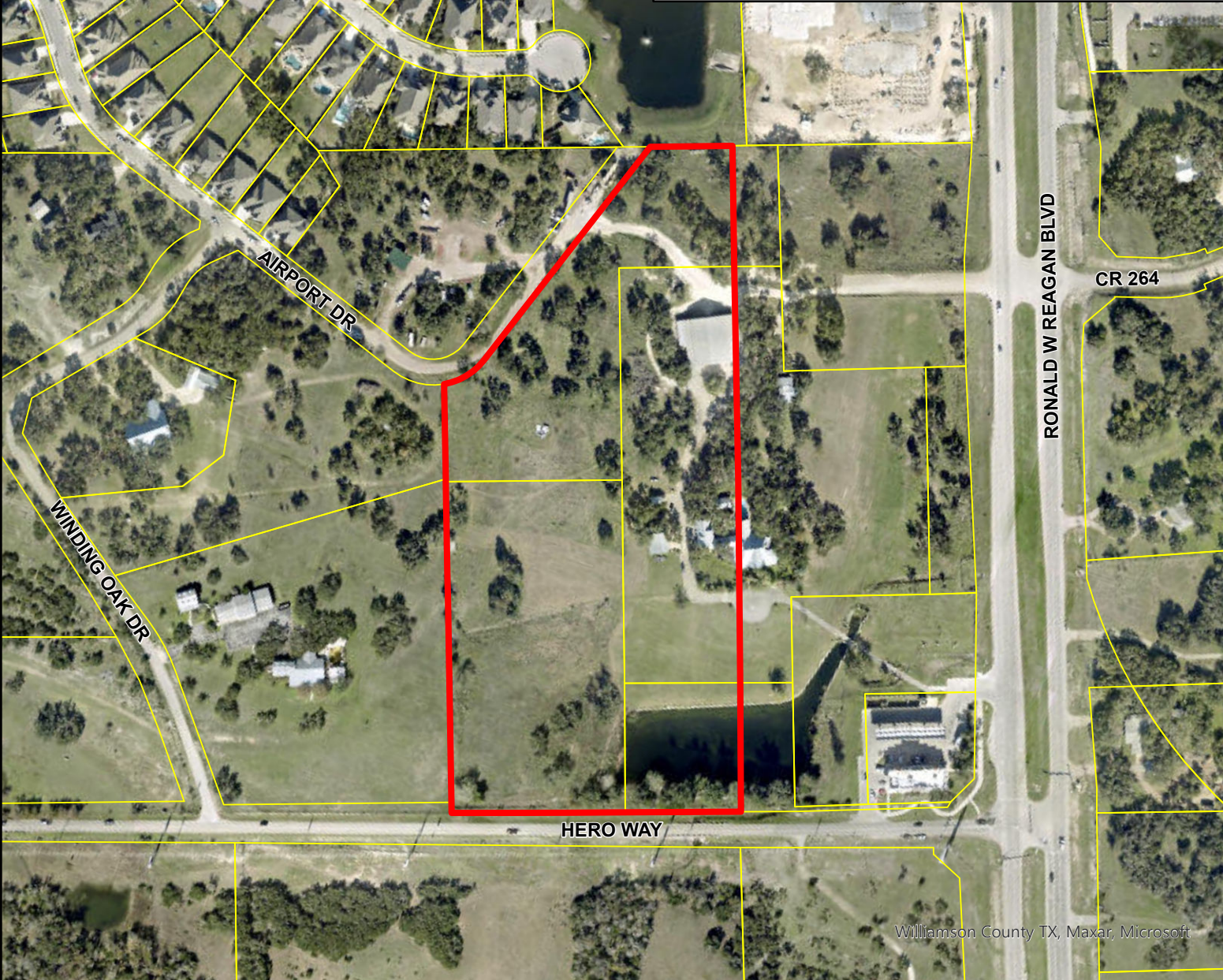
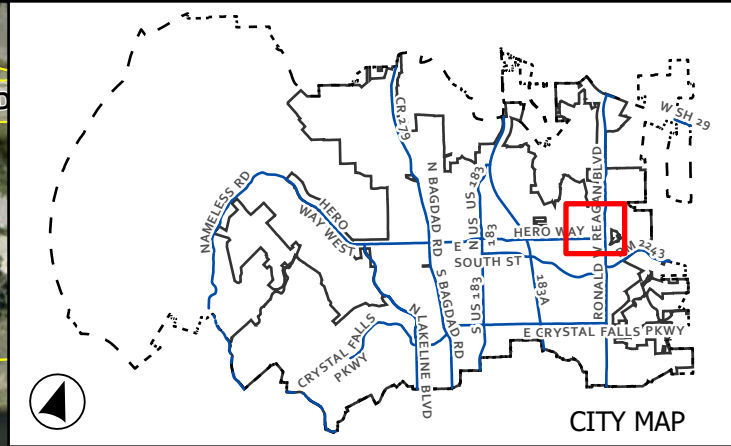
CASE: Z-24-0112 ATTACHMENT 5 HERO RANCH MINOR PUD

Proposed Zoning

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

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural
- SFS - Single-Family Suburban
- LC - Local Commercial
- GC - General Commercial
- PUD - Single-Family
- PUD - Mixed Use
- PUD - General Commercial





Williamson County TX, Maxar, Microsoft

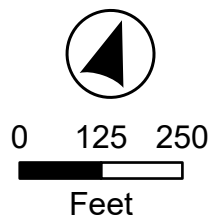
CASE: Z-24-0112

ATTACHMENT 6

HERO RANCH MINOR PUD

Aerial Map

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



-  Leander City Limits
-  Subject Boundary



February 14th, 2024

City of Leander Planning Department
201 N. Brushy Street
Leander, TX 78646

RE: General Commercial Zoning Request (GC-3-C) – Letter of Intent
17601 Ronald Reagan Blvd, Leander, TX 78641

To Whom It May Concern:

Please find the attached application to rezone a portion of land located at 17601 Ronald Reagan Blvd. This tract is approximately 14.5 acres in size and is located along the north side of Hero Way, approximately 465 ft to the west from the intersection of Ronald Reagan Blvd. and Hero Way. The proposed commercial zoning for this tract would be GC-3-C and is intended to be a contiguous extension of the existing GC-3-C zoning along the Ronald Reagan frontage of this overall property.

The tract is currently zoned Single Family Rural and there are several existing structures on the property related to a single-family residence/ranch. The property is gently sloped and generally drains from the north to the south. There are numerous trees throughout the site.

This project falls within an Activity Center as identified in the City of Leander Comprehensive Plan. We believe the proposed zoning and uses are compatible with the intent described by the City of Leander. We are striving to develop a community destination featuring several sit-down restaurants, a variety of personal services, retail, medical services, and professional offices. We also intend to incorporate several outdoor patio areas, a decorative and well-maintained retention pond, as well as a playground.

Combining the existing commercial zoned tract and this new commercial tract, the development is planned for approximately 100,000 SF of retail/restaurant along Ronald Reagan and Hero, and approximately 60,000 SF of office and personal services located in the areas without street frontage/visibility.

We also own parcel R598871, but it will remain with the current zoning for now. Our intention in the future is to utilize step-down zoning of some kind in this area to buffer the commercial zoning from the residents at Palmera Ridge.

If you have any questions or concerns, please do not hesitate to call me at (512) 799-8978 or email me at bgh@stonecrestinvestments.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Blake Herman", with a stylized flourish extending to the right.

Blake Herman
Asset & Construction Manager
StoneCrest Investments

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.

Letters were mailed 11/20/23 to each owner of property within 500' describing the proposed zoning change and intended uses. Letter and contact information are attached as exhibits to this application. The letter offered contact information through phone, email, and we hosted an open house on 12/19/23 to give property owners a chance to voice their questions and/or concerns. We received 3-4 phone calls from owners to ask questions and 6 residents from Palmera Ridge attended our open house.

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

All property owners, including the HOA for Palmera Ridge, within the 500' area surrounding the subject property were sent the informational letter and highlighted/labeled tax map with the invite to our open house.

3. What concerns were raised during these communications?

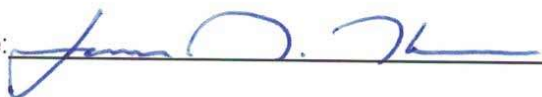
The main questions/concerns that came up were regarding bright lighting that would be visible from their houses. The gas station on the corner at Hero and Ronald Reagan has very bright site lighting and they were concerned our project would be similar to that. Lighting requirements for retail and office are not nearly as intense as a gas station. We believe the residents were comfortable after talking through our plans for the property. There were also questions about building height, but ours are all planned to be single story.

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

No other concerns or correspondence has been received by the applicant from adjacent owners as of 2/14/24.

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

Signature:



Date 2/14/24



November 20th, 2023

RE: Rezoning of 17601 Ronald Reagan Blvd, Leander, TX 78641

Dear Neighbor:

This letter is to notify you of an upcoming commercial development near the intersection of Ronald Reagan Blvd. and Hero Way. We are currently working to rezone a portion of our property to extend our existing General Commercial zoning that runs along Ronald Reagan Blvd. and Hero Way farther to the west. Please see the included tax map showing the subject property and surrounding area.

This project falls within an *Activity Center* as identified in the City of Leander Comprehensive Plan. We believe the proposed zoning and uses are compatible with the intent described by the City of Leander. We are striving to develop a community destination featuring several sit-down restaurants, a variety of personal services, retail, medical services, and professional offices. We also intend to incorporate several outdoor patio areas, a decorative and well-maintained retention pond, as well as a playground. We are a local company that prides ourselves on developing high quality projects. Please look at our website for examples of our other developments – www.stonecrestinvestments.com.

This tract being rezoned is approximately 14.5 acres in size and is located along the north side of Hero Way, approximately 465 ft to the west from the intersection of Ronald Reagan Blvd. and Hero Way. The proposed commercial zoning for this tract would be GC-3-C and is intended to be a contiguous extension of the existing GC-3-C zoning along the Ronald Reagan frontage of this overall property. The tract is currently zoned Single-Family Rural, which is the default zoning when land is annexed by the City of Leander.

We also own parcel R598871, but it will remain with its Single-Family Rural zoning for now. Our intention in the future is to utilize step-down zoning of some kind in this area to buffer the commercial zoning from the residents at Palmera Ridge.

We have reserved the *Sienna House* in the Rancho Sienna neighborhood for an open house style meeting to discuss any questions or concerns you may have regarding this project. **This meeting will be held Tuesday, December 19th, from 5-7pm at 404 Via De Sienna Blvd, Georgetown, TX 78628.**

If you are unable to attend the meeting and would like to reach out with questions, please do not hesitate to contact me at (512) 799-8978 or bgh@stonecrestinvestments.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Blake Herman", with a horizontal line extending to the right.

Blake Herman
Asset & Construction Manager
StoneCrest Investments

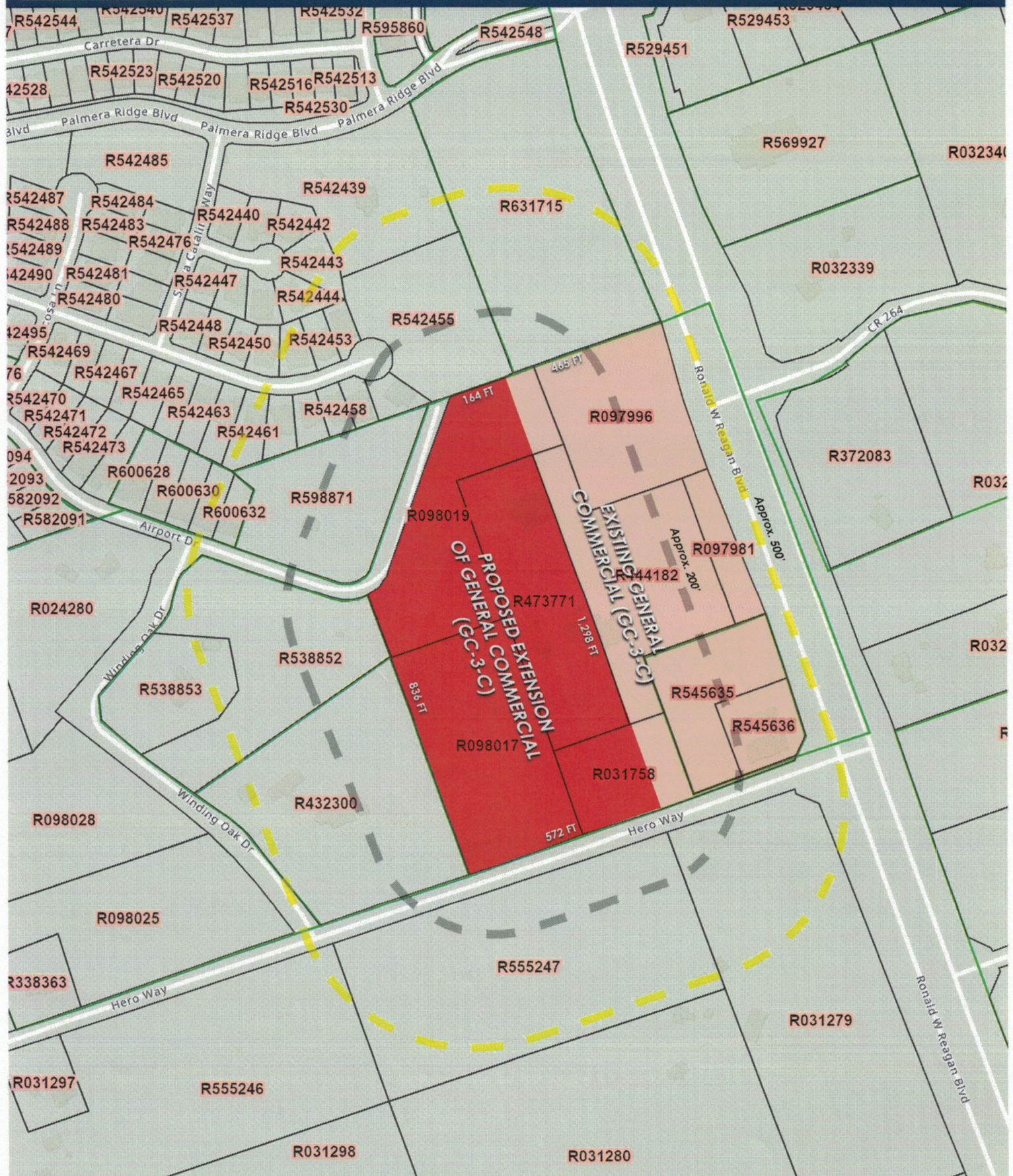


EXHIBIT A

Hero Ranch Minor Planned Unit Development

A. Purpose and Intent

1. The Hero Ranch Minor PUD is comprised of approximately 14.5 acres, as shown in **Exhibit B**. The development of this property includes commercial uses.

B. Applicability and Base Zoning

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

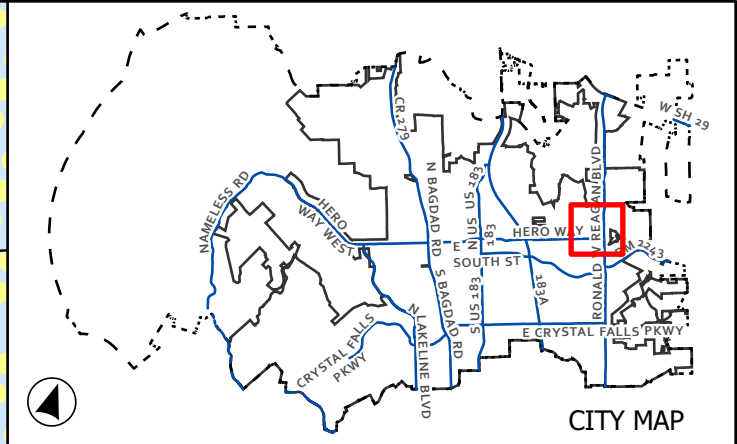
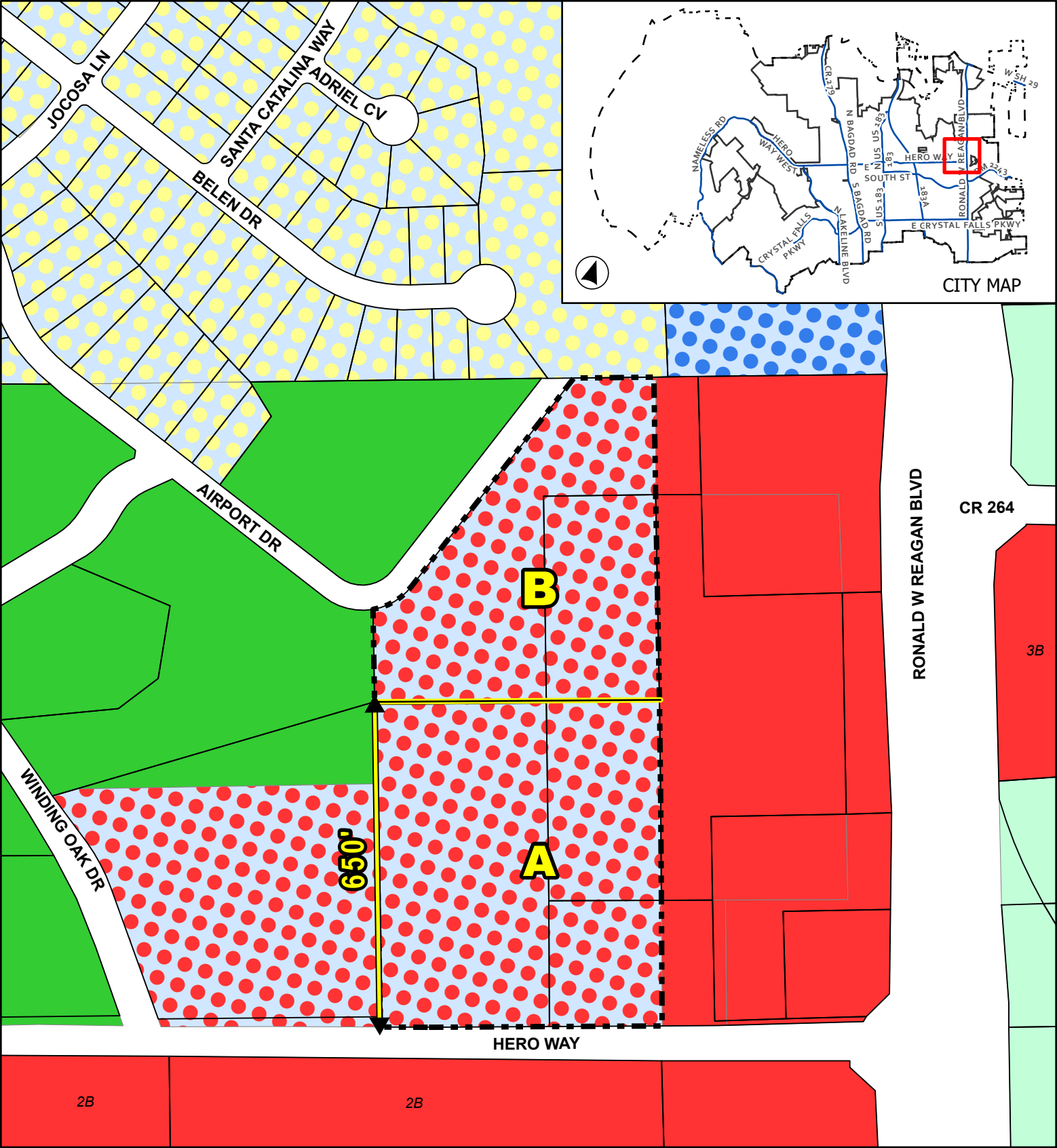
GC-3-C (General Commercial)

C. Allowable / Prohibited Uses

1. The allowable uses shall include all uses permitted within the GC use component except as limited below.
2. The following uses shall be prohibited on Parcel B as shown in **Exhibit B**:
 - a. Bar, nightclub or private club
 - b. Manufactured housing sales and accessory building sales
 - c. Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals.

CI. Development Standards

1. Building height on Parcel B shall be limited to one (1) story and thirty-five (35') feet.



CASE: Z-24-0112 EXHIBIT B HERO RANCH

Proposed Zoning

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

- | | |
|--------------------------------|--------------------------|
| Leander City Limits | LC - Local Commercial |
| Extra-Territorial Jurisdiction | GC - General Commercial |
| Subject Boundary | PUD - Single-Family |
| SFR - Single-Family Rural | PUD - Mixed Use |
| SFS - Single-Family Suburban | PUD - General Commercial |

0 90 180

Feet

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 HERO RANCH MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF INTERIM SFR-1-B (SINGLE-FAMILY RURAL); 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 14.5 acres ±; being more particularly described in Exhibit "B"; generally located approximately 475 feet to the west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the north side of Hero Way; identified by Williamson Central Appraisal District tax identification numbers R031758, R098017, R473771, and R098019; more particularly described in Instrument Number 2016075658; recorded in the Official Public Records of Williamson County, Texas.

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

amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 16th May, 2024.

FINALLY PASSED AND APPROVED on this the 6th June, 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 25, 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 April 18, 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 through 10.

By: Board Member May

Seconded: Board Member Oliver

Vote: 7 - 0

6. Approval of Subdivision Case FP-22-0012 regarding Bar W Ranch West Phase 10 Final Plat on six (6) parcels of land approximately 53.097 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R590364, R652645, R573683, R539735, R652644, and R654376; generally located west along Stamp Iron Avenue and Bar W Ranch Boulevard, Leander, Williamson County, Texas.

7. Approval of Subdivision Case FP-22-0032 regarding Travisso Phase 4, Sections 7-8 & Phase 5, Section 3 Final Plat on one (1) parcel of land approximately 47.61 acres ± in size, more particularly described by Travis Central Appraisal District Parcel 353024; generally located west of the intersection of Travisso Parkway and Via Levanzo Road, Leander, Travisso County, Texas.
8. Approval of Subdivision Case FP-22-0037 regarding Torrente-Warr Acres Short Form Final Plat on one (1) parcel of land approximately 23.417 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031658; generally located east of the terminus of Oak Grove Road, Leander, Williamson County, Texas.
9. Approval of Subdivision Case FP-23-0072 regarding Gateway 29 Final Plat on ten (10) parcels of land approximately 34.051 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R649811, R464196, R319215, R534766, R534765, R418530, R620027, R403523, R534764 and R534763; generally located at the southwest corner of SH 29 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
10. Approval of the minutes for meeting held on April 11, 2024.

PUBLIC HEARING: ACTION

11. Conduct a Public Hearing regarding Subdivision Case CP-23-0027 to adopt the Sullivan Tract Concept Plan Revision #1 on nine (9) parcels of land approximately 308.288 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R022920, R473838, R473839, R022741, R356046, R473837, R022922, R022921, and R022923; generally located west of North Bagdad Road and approximately 1,200 feet south of CR 281, Leander, Williamson County, Texas.

Debbie Almond had questions
James Lyons was in favor with fences.

Motion: To approve Concept Plan CP-23-0027

By: Board Member Cosgrove
Seconded: Board Member Oliver

Vote: 7 - 0

12. Conduct a Public Hearing and consider action regarding Special Use Case Z-24-0107 to adopt a Special Use Permit to allow for the operation of a Mobile Food Establishment Park on one (1) parcel of land approximately 0.18 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036077; and more commonly known as 203 North Brushy Street, Leander, Williamson County, Texas.

No one spoke in favor or opposition of the request.

Motion: To approve Zoning Case Z-24-0107

By: Board Member Oliver
Seconded: Board Member May

Vote: 6 - 1 Board Member Moss

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0112 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to GC-3-C (General Commercial) on four (4) parcels of land approximately 14.5 acres ± in size, more particularly described by Williamson Central Appraisal

District Parcels R031758, R098017, R473771, and R098019; and generally located approximately 475 feet to the west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the northside of Hero Way, Leander, Williamson County, Texas.

Submitted via the website in opposition of the request was Rocky Brown, 2512 Belen Dr and Benjamin Davis, 1924 Woolsey Way.

Motion: To postpone zoning case Z-24-0112 to the next May 9, 2024 P & Z meeting, so staff can work with the applicant on a Minor PUD Amendment.

By: Board Member Mahan

Seconded: Board Member Cosgrove

Vote: 7 - 0

14. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-23-0007 to amend the Comprehensive Plan to update the mix of land uses associated with the Activity Center and Zoning Case Z-22-0023 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development / Planned Unit Development – Conventional Development Sector) to adopt the Pioneer Farmstead PUD (Planned Unit Development) with the base zoning of SFL-2-A (Single-Family Limited), SFT-2-A (Single-Family Townhouse), CH-2-A (Cottage Housing), and GC-3-A (General Commercial) on one (1) parcel of land approximately 56.65 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032213; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding CPA-23-0007 as described above.
- Discuss and consider action regarding Zoning Case Z-22-0023 as described above.

(This case was postponed until June 27, 2024.)

15. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0113 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Historic Bryson Farmstead PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on two (2) parcels of land approximately six (6) acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032212 and R500771; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

Speaking in opposition was Joshua Raley, 724 Mallow Rd. and Benjamin Davis, 1924 Woolsey Way.

Motion: To postpone Zoning Case Z-24-0118 until the May 9, 2024 P & Z meeting to review revised PUD Notes.

By: Board Member Cosgrove

Seconded: Board Member Oliver

Vote: 7 - 0 None

REGULAR AGENDA

16. Adjournment Adjourned at 7:42 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, May 9, 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 May 2, 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 through 10

By: Board Member May

Seconded: Board Member Calame

Vote: 7 - 0 None

6. Approval of Subdivision Case PP-22-0003 regarding Greenlight Village Preliminary Plat on two (2) parcels of land approximately 14 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031386 and R031387; generally located on the south side of Hero Way West, approximately 1,400 feet west of Broade Way, Leander, Williamson County, Texas.

7. Approval of Subdivision Case PP-23-0048 regarding Hwy 29 Commercial Subdivision Preliminary Plat on one (1) parcel of land approximately 50.64 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032262; generally located south of SH 29, approximately 1,300 feet west of Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
8. Approval of Subdivision Case FP-23-0088 regarding Williams Tract Final Plat on four (4) parcels of land approximately 14.038 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R315744, R031687, R099947, R031690 ; generally located 430 feet to the north of the intersection of Waterfall Ave. and CR 279, Leander, Williamson County, Texas.
9. Approval of Subdivision Case FP-21-0006 regarding Rosenbusch Ranch Phase 3 Final Plat on one (1) parcel of land approximately 34.696 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R654110; generally located northwest of the intersection of Vista Ridge Drive and Alta Vista Drive, Leander, Williamson County, Texas.
10. Approval of the minutes for meeting held on April 25, 2024.

PUBLIC HEARING: ACTION

11. Conduct a Public Hearing and consider action regarding Subdivision Case FP-23-0055 to consider the replat of Lots 37, 38, and 39, Hidden Mesa Subdivision as Crystal Mesa Cove Two Final Plat on three (3) parcels of land approximately 10.339 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcels 354047, 354048, and 354050; and generally located to the southwest of the intersection of on the west of High Lonesome and CR 290, Leander, Travis County, Texas.

- Discuss and consider action on Subdivision Case FP-23-0055 as described above.

No one spoke in favor or opposition of the request.

Motion to approve the Final Plat FP-23-0055

By: Board Member Cosgrove

Seconded: Board Member Moss

Vote: 7 - 0 None

12. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0065 to amend the current zoning of PEC PUD (Planned Unit Development) to change the zoning to GC-2-C (General Commercial) on one (1) parcel of land approximately 12.405 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R623019; and legally described as Lot 1, Block A, PEC Data Center, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0065 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Zoning Case Z-23-0065

By: Board Member Oliver

Seconded: Board Member Calame

Vote: 7 - 0 None

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0091 to amend the current zoning of PEC PUD (Planned Unit Development) to adopt the North Creekside Commons Minor PUD (Planned Unit Development) with the base zoning of GC-2-A (General Commercial) on a portion of the original PUD, on two (2) parcels of land approximately 14.88 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031359 and R635253; and generally located 850 feet to the southeast of the intersection of RM 2243 and 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0091 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Zoning Case Z-23-0091

By: Board Member Lantrip

Seconded: Board Member Mahan

Vote: 7 - 0 None

14. Conduct a Public Hearing and consider action regarding Ordinance Case OR-24-0019 to amend the Composite Zoning Ordinance to update definitions, add uses and create criteria for Vape Shops, Smoke Shops and Cosmetic Services, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-24-0019 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Ordinance Case OR-24-0019 with the change to allow Vape Shops and Smoke Shops in the GC (General Commercial) use component, prohibiting in the LC (Local Commercial) use component - Discussion occurred.

By: Board Member Mahan

Seconded: Board Member Moss

Vote: 5 - 2 Board Member Cosgrove, Board Member Calame

REGULAR AGENDA

15. Discuss and consider action regarding Zoning Case Z-24-0112 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Hero Ranch Minor PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on four (4) parcels of land approximately 14.5 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031758, R098017, R473771, and R098019; and generally located approximately 475 feet to the west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the northside of Hero Way, Leander, Williamson County, Texas.

Motion to approve Zoning Case Z-24-0112

By: Board Member May
Seconded: Board Member Mahan

Vote: 7 - 0 None

16. Discuss and consider action regarding Zoning Case Z-24-0113 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Historic Bryson Farmstead PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on two (2) parcels of land approximately six (6) acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032212 and R500771; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

Submitted via the website in opposition of the request: see attachment

Spoke in opposition of the request:
Laura Marques 724 Mallow Rd
Venkata Bharath Kumar Reddy Chamala 912 Mallow Rd
Joshua Raley 724 Mallow Rd

Motion to approve Zoning Case Z-24-0113 - Discussion occurred

By: Board Member Cosgrove
Seconded: Board Member Oliver

Vote: 3 - 4 Board Member May, Board Member Moss, Board Member Lantrip, Board Member Calame

Motion failed

Motion to approve Zoning Case Z-24-0113 with an update to the PUD notes to provide a limit of main stage concerts at a maximum of once per quarter.

By: Board Member Calame
Seconded: None

Motion failed due to lack of a second

17. Adjournment Adjourned at 7:27 p.m.

APPROVED

CHAIR

ATTEST:

ITEM 16 (Z-24-0113) POSITION READ INTO RECORD - AGAINST

First Name	Last Name
Sai krishna	Sirimulla
Kutbuddin	Bori
Rajkishore	Patra
Nirali	Patel
Suman	Gudooru
Chintan	Shah
Suresh	Polisetti
Saroja	Velamati
Phaneendra	Vankadara
Chitresh	Saxena
Ritika	Jain
Shridhar	Mallajosula
Samatha	K
Bharat K	Vykuntam
Navya	Atham
Vagdevi	Varanasi
Karthik	Kandukuri
Apoorva	Marri
Tharun Anand Reddy	Sure
Manasa	Edavalli
Venkata Naga Siva	Seelam
Rajender	Shanigaram
Naga Veera	Boorla
Sathwik Reddy	Kotha
Yamini	Munaga
sasank	kalluri
Nidhi	Mehta
Yamini	Munaga
Anvesh	Chikulapalli
Kartik	Patel
Varun Chowdary	Vejella
Kiran Teja	Settipalli
Pramod	Haralahalli Manjappa
Himanshu	Dhami
Krishna	Dhanekula
Ramyakrishna	Vairagyam
Krishna Chaitanya	Prati
Rohit	Gupta
pradyut	madhavaram
Veera	Macharla
Shikha	Sharma

Srujan	Seelamanthula
Nitish	Paliwal
Ananda Kumar	Halvagalu
Sathishkumar	Ganesan
Arun	Vuyala
Anilkumar	Narlinga
Vikas	Kumar
Balamurugan	Muthusamy
Arun	Singaraju
Harshavardhan	Gavini
Vinaykrishnan	Menon
Nishtha	Adroja
Tanuja	Kambham
Shubham	Kumbhalkar
Suneel	Tikkavarapu
Manasa	Velamati
ujjwal	Kant
Pavan Kumar	Konnepati
Tushar	Nayak
Ibrahim	Jabbar
Shruti	Pujari
Abhishek	Agrawal
Sunny	Kathuria
Mounika	Tadanki
Kala	Sampat
Geetanjali	Rana
Kavya	jasti
Prasad chowdary	Sadineni
Nidhi	Mehta
Chandra	Shastri
NAMRATHA	VEMURI
Ravichandra	Rama
Devendra	Singh
Saavan	Patel
Vinay Kumar	Kalva
Vamsee	Pamidimukkala
Jin	Kang
Monil	Patel
Jahanzeb	Hashmi
Rahul	Ghantasala
Vaishali	mahavratayajula
Ranjith	Varadarajan
Sanket	Borhade
Snehal	Desavale

Jinali	Goradia
Sunil	Patel
Nirmit	Shah
Ajesh Raju	Pujari
Anuradha	Amabti
Sudheer	Vankayala
Santhosh kumar	Vankayalapati
GAURAV	MEROTHIYA
Rambabu	Dama
Venkata Sudheer	Manuri
RAM KAMAL SHOURIE	BODDUPALLI
Chandrika	Patel
Rajitha	Nyalakanti
Akhil	Eluri
Krishna	Kommineni
Ritesh	Bantiya
Nitin	Patidar
Bharat	Kallem
Madhukarreddy	Pappireddy
Mounika	Nalajala
Sukesh	Kumar
CHENDRA	BAYYARAM
Ajay	P
Mahendher	Bargadi
Harshini	Gadige
Vidyasagar	Panchanahalli Shivakumar
Rajyalakshmi	Kunapuli
Abha	Vaidya
Sanjay	Vaidya
Divya	Meda
Madhulatha	Pareddy
Govardhan	Chilveri
Vineela	Gavuji
Rabia	Batool
Parth	Raskapur
Pawan	Shrivastava
Maruthi	Godishala
Nikki	Ajmera
Aparna	Prati
Ashwin	Dakappagari
Sirichandana	Mupparaju
Nirmaltej	Jaldu
CHANDRA	GUNTAKANDLA
Krishna Veni	Nomula

Lakshmi Himaja	Mekala
Yogananda Kishore	Yalugoti
Sampath Kumar	Kunapareddy
Sathwik Reddy	Kotha

ITEM 16 (Z-24-0113) WRITTEN COMMENTS

First Name	Last Name	My position	My written comments
Vamsee	Pamidimukkala	I am AGAINST this item.	Concerts held near residential areas can lead to traffic congestion, noise disturbances, and safety issues. I am particularly concerned about the potential noise and safety hazards. My home is situated one mile away from a railway track, yet I can distinctly hear the train horn, which measures between 90 to 100 decibels, indicating the significant impact of noise even at this distance. With the proposed open concert venue being only 0.4 miles from my residence, it is evident that the Bryson community and neighboring houses/apartments will be greatly affected. Moreover, considering the upcoming toll road extension and development of the Northline, the noise from the concert is expected to intensify. These events often attract individuals under various influences, and with a trail connecting to the Bryson community trail, there are heightened concerns regarding the security of Bryson residents. Please consider these comments and also i suggest the city to please let the public know about the concert timings cutoffs and how city will gauge and regulate excessive noise.
Jin	Kang	I am AGAINST this item.	Hello, Thank you for reading my comments. Our neighborhood on Indian Apple way will be affected by the event centers noise pollution. We're already bothered by trains blowing their horn every night. Now the city is proposing to build an event center without adding noise protection verbiage in the PUD for the residents that will be most negatively affected. I can get behind a facility to enrich the community but I ask that you consider and protect the people that will be most affected by this plan. Thank you.
Jahanzeb	Hashmi	I am AGAINST this item.	I am strongly against this proposal. This will be a nightmare for the neighborhood due to noise, security concerns, added traffic, and overall disturbance to the quite life at Bryson. Iâ€™m voting strongly against this development.
Rahul	Ghantasala	I am AGAINST this item.	This will create noise pollution also makes our community less safer as it attracts more people especially during nights
Vaishali	mahavratayajula	I am AGAINST this item.	The current proposal not only contributes to noise pollution to residents in my street and me but also overall contributes to less security and safety for residents with lot of traffic and commuters accessing close proximities to community. It is not adding any additional benefit to community as we already have community center for small gatherings for residents. I do not intent to sacrifice peace of mind and safety owing to this proposal .. I vote is to against the proposal
Ranjith	Varadarajan	I am AGAINST this item.	As a resident of Bryson, I vehemently oppose the plan to have outdoor concert area and any type of amplified sound. This is right next to a residential community. Studies have shown that prolonged exposure of sounds greater than 70 decibel can cause hearing loss. Most studies show that prolonged exposure of sounds greater than 85 decibel will cause hearing loss. City will be sued if outdoor concert is permitted next to a residential area, even after all the opposition. No sounds greater than 70db should be allowed and 9 pm cutoff time for all outdoor activities.

Sanket	Borhade	I am AGAINST this item.	I recently moved to bryson ridge trl within bryson community. I have house in travis county but moved here for some quite neighborhood and green belts. I am in opposition add open amplified theatre area. I have concerns for noise impact, increased traffic, overflow parking for large events, and water impacts. Please consider this as my family's opposition since our home purchase seems to be waste for some quite neighborhood with less traffic.
Snehal	Desavale	I am AGAINST this item.	I have concerns for loud sound and noise. This will be really bad for our community where I want and like quite neighborhood. I am completely against as it will attract unwanted people around the neighborhood with no check without community being gated.
Jinali	Goradia	I am AGAINST this item.	This will cause a lot of nuisance and noise around the neighborhood. I live on the street right behind this - Willie Ranch Way and this is going to affect our living condition.
Sunil	Patel	I am AGAINST this item.	Having an outdoor concert hall adjacent to a master-planned neighborhood with young families could present several negative aspects: 1. Noise Pollution: Concerts can generate loud noises that disturb the peace and quiet of the neighborhood, especially during late hours. This can disrupt sleep patterns, cause stress, and affect the well-being of young children. 2. Traffic Congestion: Concert events may attract large crowds, leading to increased traffic in the area. This can pose safety risks for residents, especially children playing outdoors, and inconvenience for residents trying to navigate through congested streets. 3. Parking Issues: Concert attendees may struggle to find parking spaces, leading them to park in the neighborhood streets. This can inconvenience residents, reduce available parking for homeowners, and increase the risk of traffic accidents. 4. Safety Concerns: Large crowds and increased foot traffic around the concert hall could raise safety concerns for residents, particularly parents worried about their children's safety while playing outside or walking to nearby amenities. 5. Decreased Property Values: The presence of a noisy outdoor concert hall nearby could potentially lower property values in the neighborhood, as potential buyers may be deterred by the noise and other associated disruptions. Overall, while an outdoor concert hall can bring cultural and entertainment opportunities to an area, its proximity to a master-planned neighborhood with young children could lead to various negative impacts on residents' quality of life and safety.

Exposure to man-made noise at night can have detrimental effects on young children in several ways: 1. Sleep Disturbance: Noise during the night can disrupt children's sleep patterns, leading to difficulty falling asleep, frequent awakenings, and overall poor sleep quality. This can result in fatigue, irritability, and difficulty concentrating during the day, affecting their cognitive development and academic performance. 2. Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. The unpredictability and intrusiveness of noise can trigger physiological stress responses, such as increased heart rate and elevated cortisol levels, which can negatively impact their mental and emotional well-being. 3. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood. Chronic sleep disturbances caused by nighttime noise can interfere with neural processes involved in learning, memory consolidation, and emotional regulation, potentially impairing cognitive development and socio-emotional functioning. 4. Physical Health Risks: Prolonged exposure to noise pollution at night has been associated with various physical health risks in children, including cardiovascular problems, compromised immune function, and metabolic disorders. These health effects can have long-term implications for their overall health and well-being. 5. Behavioral Issues: Children exposed to excessive nighttime noise may exhibit behavioral problems such as hyperactivity, impulsivity, and aggression. Disrupted sleep and chronic stress from noise pollution can exacerbate existing behavioral issues and contribute to challenging behaviors in young children. In summary, man-made noise at night can have significant detrimental effects on young children's sleep, stress levels, cognitive development, physical health, and behavior. Minimizing nighttime noise exposure and creating a quiet and peaceful sleep environment are essential for promoting the optimal growth and development of children during their formative years.		
Nirmit	Shah	I am AGAINST this item.
Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood		
Ajesh Raju	Pujari	I am AGAINST this item.

	This could greatly affect all children living in this area. We are not aware of Event center coming up here before we purchase property I urge cancel the outdoor event center, we see its allowed until 11 AM - How can families/people sleep in their houses with loud sounds/bass all around the place. There is a provision to increase sound limit to 110Db - Please cancel this. Impact on children: Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood
Anuradha Amabti I am AGAINST this item.	I am writing to express concerns on behalf of our community about the new convention center being constructed near our neighborhood. While we understand the potential economic benefits such a development brings, we are particularly worried about the noise levels and their effects on our children. Children are especially vulnerable to noise pollution, which can lead to significant health and behavioral issues. Persistent loud noises can interrupt sleep patterns, cause stress, and interfere with children's learning and concentration. With the proximity of the convention center, our children might be exposed to frequent and potentially loud events that could disrupt their daily routines and comfort. Moreover, the noise could also affect local schools, potentially disrupting the educational environment and making it difficult for students to concentrate during school hours. It's crucial that such factors are considered, and appropriate measures are implemented to mitigate these impacts. We urge the development team and local officials to engage with our community in assessing these concerns and exploring solutions such as soundproofing measures, scheduling considerations to minimize disruption during school hours, and ongoing monitoring of noise levels to ensure they remain within safe limits for residential areas. We look forward to your understanding and cooperation in ensuring that our community remains a safe and comfortable place for our children to grow and learn. Sincerely, Sudheer
Sudheer Vankayala I am AGAINST this item.	

Santhosh kumar	Vankayalapati	I am AGAINST this item.	Hi, Having a open air venue so close to a residential area causes issues by increasing noise at night (even if its restricted till 11) and also can be a security issue for an ungated community as Bryson. Those are the reasons (peace and security) we choose Bryson and Leander for our home. But this new change would effect both.
GAURAV	MEROTHIYA	I am AGAINST this item.	Sound Levels , Security to neighbors and children sleep . not a good idea to have event venue so near to residential area.
Rambabu	Dama	I am AGAINST this item.	1.Noise during the day or night can disrupt children's sleep patterns, Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood. Most of us work from home. Noise levels might impact our livelihood. 2.People from the party might access the community after getting high, causing the trouble to peaceful community members. 3.We donâ€™t want any access through the Bryson community as it might cause unwanted traffic through the community causing safety/accident issues. Most of us work from home. Noise levels might impact our livelihood. People from party might access the community after getting high and causing the troubles to peaceful community members.
Venkata Sudheer	Manuri	I am AGAINST this item.	Sound Pollution: Loud music close to residential community till late hours (11 pm) will have serious impact on people living nearby, especially on young children. It causes sleep depravity, stress, affects the mood and impacts productivity. It will lead to other health complications as well. Safety: Having a music venue close to residential community will expose the community to a lot of new people who will be usually drunk at late night and might cause safety issues to people living in the community. It will have negative impact on the residential community and disturbs the peace and clamness that the community is currently known for. We suggest to move this event venue to other side of 183A which is the downtown district.

			The idea of an event center so close to residential place doesn't bode well. I understand that Texas is growing and Leander grew exponentially over the past few years and this looks as part of growth but everything cannot be quantified by business, event places so close to residential properties. Such places need to be accessible but away. Few things to note, noise pollution, traffic, safety, well being. Pollution, Traffic is something that is growing and we all are dealing with it but no one wants to have those so close to what you call home. With event center so close the other factors come into picture. Bryson is a young community with a lot of kids and in the formative years kids exposure to sound, lights, is detrimental to growth, and these have impacts on adults as well. People attending these events they enjoy but later have a quite night sleep at their home which will not be the case for Bryson residents. Probability of safety concerns increase drastically as its like home is literally on the road with some many people from different walks of life visiting the event center. No one should live in fear of safety at a place one calls home. Let home remain a home for Bryson residents and I strongly disapprove of his event center proposal.
RAM KAMAL SHOURIE	BODDUPALLI	I am AGAINST this item.	I am AGAINST having an outdoor concert venue adjacent to my neighborhood. Exposure to man-made noise at night can have detrimental effects on young children in several ways: 1. Sleep Disturbance: Noise during the night can disrupt children's sleep patterns, leading to difficulty falling asleep, frequent awakenings, and overall poor sleep quality. This can result in fatigue, irritability, and difficulty concentrating during the day, affecting their cognitive development and academic performance. 2. Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. The unpredictability and intrusiveness of noise can trigger physiological stress responses, such as increased heart rate and elevated cortisol levels, which can negatively impact their mental and emotional well-being. 3. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood. Chronic sleep disturbances caused by nighttime noise can interfere with neural processes involved in learning, memory consolidation, and emotional regulation, potentially impairing cognitive development and socio-emotional functioning. 4. Physical Health Risks: Prolonged exposure to noise pollution at night has been associated with various physical health risks in children, including cardiovascular problems, compromised immune function, and metabolic disorders. These health effects can have long-term implications for their overall health and well-being. 5. Behavioral Issues: Children exposed to excessive nighttime noise may exhibit behavioral problems such as hyperactivity, impulsivity, and aggression. Disrupted sleep and chronic stress from noise pollution can exacerbate existing behavioral issues and contribute to challenging behaviors in young children. In summary, man-made noise at night can have significant detrimental effects on young children's sleep, stress levels, cognitive development, physical health, and behavior. Minimizing nighttime noise exposure and creating a quiet and peaceful sleep environment are essential for promoting the optimal growth and development of children during their formative years.
Chandrika	Patel	I am AGAINST this item.	

Rajitha	Nyalakanti	I am AGAINST this item.	It is very close to the community and will have sleep disturbance, stress and anxiety, impaired brain development in kids.
Akhil	Eluri	I am AGAINST this item.	Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood
Krishna	Kommineni	I am AGAINST this item.	Concerned about the noise that produces within the community. How people can rest peacefully
Ritesh	Bantiya	I am AGAINST this item.	an open event center will increase the crime likelihood next to our homes. The increased sound levels (for an outdoor area) will also impair a good healthy growth of our children. We will oppose this decision vehemently.
Nitin	Patidar	I am AGAINST this item.	This is going to be problematic for Bryson residents, specially for children and students . This can cause noise and security concern, which can impacts children's daily routine
Bharat	Kallem	I am AGAINST this item.	Too close to a residential community and elementary school. The added sound pollution and traffic will not be good for the kids in the neighborhood.
Madhukarreddy	Pappireddy	I am AGAINST this item.	This proposed project can cause severe disturbance to the residents in Bryson community. I believe this outdoor event center will be a safety issue for the community due to the nature of the events being arranged. The man-made noise at night can have significant detrimental effects on young children's sleep, stress levels, cognitive development, physical health, and behavior.
Mounika	Nalajala	I am AGAINST this item.	Persistent nighttime noise can significantly interrupt the sleep patterns of children, hindering their rest. Working at all day long and at nights having such disturbance will impact quality sleep is critical for optimal brain development in early childhood. Disruptions caused by noise can impair this vital process, affecting cognitive and developmental growth.
Sukesh	Kumar	I am AGAINST this item.	- safety and security for the residents after the event is at risk - noise pollution for residents and pets - school area. Kids need to go to school next day and may be disturbed due to the late night event
CHENDRA	BAYYARAM	I am AGAINST this item.	Noise during the night can disrupt children's sleep patterns. Adequate sleep is crucial for the developing brain, especially during early childhood. Persistent exposure to nighttime noise can induce stress and anxiety in young children.
Ajay	P	I am AGAINST this item.	Loud music until 11 PM in a residential neighborhood is a ridiculous idea. We want a peaceful and safe neighborhood where our kids can play and sleep calmly. The traffic it's going to generate would simply squeeze the safety and capacity on the roads. And connection to the amenities amenities maintained by Bryson using our money is not at all acceptable.

1. Sleep Disturbance: Noise during the night can disrupt children's sleep patterns, leading to difficulty falling asleep, frequent awakenings, and overall poor sleep quality. This can result in fatigue, irritability, and difficulty concentrating during the day, affecting their cognitive development and academic performance.
2. Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. The unpredictability and intrusiveness of noise can trigger physiological stress responses, such as increased heart rate and elevated cortisol levels, which can negatively impact their mental and emotional well-being.
3. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood. Chronic sleep disturbances caused by nighttime noise can interfere with neural processes involved in learning, memory consolidation, and emotional regulation, potentially impairing cognitive development and socio-emotional functioning.
4. Physical Health Risks: Prolonged exposure to noise pollution at night has been associated with various physical health risks in children, including cardiovascular problems, compromised immune function, and metabolic disorders. These health effects can have long-term implications for their overall health and well-being.
5. Behavioral Issues: Children exposed to excessive nighttime noise may exhibit behavioral problems such as hyperactivity, impulsivity, and aggression. Disrupted sleep and chronic stress from noise pollution can exacerbate existing behavioral issues and contribute to challenging behaviors in young children.

Mahendher	Bargadi	I am AGAINST this item.	
Harshini	Gadige	I am AGAINST this item.	Security issue, noise concerns, traffic issue, children safety issue, stress and anxiety.
Vidyasagar	Panchanahalli Shivakumar	I am AGAINST this item.	Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children.
Rajyalakshmi	Kunapuli	I am AGAINST this item.	Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood.
Abha	Vaidya	I am AGAINST this item.	Noise , traffic , safety, house prices. This kind of thing cannot be in a residential area.
Sanjay	Vaidya	I am AGAINST this item.	Noise, traffic and safety are big issues for us.
Divya	Meda	I am AGAINST this item.	Too much Noise Security issues to residents High risk of unnecessary traffic to the community.
Madhulatha	Pareddy	I am AGAINST this item.	This is of a huge security concern for the residents living in the locality as people of different kinds will be attending the events and it can impose huge threat. Also there will be traffic issue and noise during late night is not tolerable
Govardhan	Chilveri	I am AGAINST this item.	Security issues and traffic issues may come up as it is close to community. Noise disturbance may affect:

Vineela	Gavuji	I am AGAINST this item.	Hi, being a mother of young kids, I feel pretty uncomfortable with the idea of any developments near home which involves strangers and increase in traffic. It's obviously worrisome when kids are playing in backyard and with an event center in close proximity it feels as if they are being exposed. I am all for Leander's growth but not near any residential places. We want to keep feeling safe at home. I have strong reservations and an absolute no for commercial developments pretty close to home. I am concerned not just about safety but development issues for kids and overall well being for all residents, things can go out of hands with event centers where there will noise pollution, bright lights which hinder one from having a good night's sleep. I recommend the council to NOT entertain any commercial developments so close to residential areas, in future.
Rabia	Batool	I am AGAINST this item.	Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood
Parth	Raskapur	I am AGAINST this item.	Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic to Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.
Pawan	Shrivastava	I am AGAINST this item.	Increased noise levels from concerts disrupt the peace and tranquility of nearby residential neighborhoods. Loud music and crowd noise can penetrate home, making it difficult for residents to fall asleep or stay asleep. Sleep disturbance caused by nighttime concerts can lead to fatigue, irritability, and decreased cognitive function among affected residents. Sound amplification systems used during concerts can produce vibrations that are felt in neighboring homes, further disrupting sleep patterns. Sleep disruption due to noise pollution can have long-term health consequences, including an increased risk of cardiovascular disease, hypertension, and mental health disorders.
Maruthi	Godishala	I am AGAINST this item.	Noise during the night can disrupt Children's sleep patterns Significant safety and Noise disturbance concerns

Nikki	Ajmera	I am AGAINST this item.	Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.
Aparna	Prati	I am AGAINST this item.	Having concerts will bring in Sleep disturbance. It will also have Safety issue due to increased car and food traffic. This will lead to Stress and Anxiety amongst residents
Sirichandana	Mupparaju	I am AGAINST this item.	'Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.'
Nirmaltej	Jaldu	I am AGAINST this item.	'Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.'
CHANDRA	GUNTAKANDLA	I am AGAINST this item.	Talk about Sound levels, close to community , too high level sound allowed until 11 PM . How could children get sleep or attend schools etc ..
Krishna Veni	Nomula	I am AGAINST this item.	Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood
Lakshmi Himaja	Mekala	I am AGAINST this item.	'Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.'

			Significant Safety and Noise disturbance concerns for Bryson Community: - â€¢ Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - â€¢ Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - â€¢ Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - â€¢ Impaired Brain Development:
Sampath Kumar	Kunapareddy	I am AGAINST this item.	Adequate sleep is crucial for the brain, especially during early childhood as well as old age.
			Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.
Sathwik Reddy	Kotha	I am AGAINST this item.	



EXECUTIVE SUMMARY
6/6/2024

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case SFP-22-0002 Leander Business Center; more particularly described by Williamson Central Appraisal District Parcel R031713, generally located south of Mockingbird Hill, approximately 500 feet east of North Bagdad Road, Leander, Williamson County, Texas.

BACKGROUND:

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

(g) Application Expiration.

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

HISTORY/TIMELINE:

02/10/2023 – Short Form Final Plat Application Expired, Staff Extension Granted
08/16/2023 – Short Form Final Plat Application Expired, Staff Extension Granted
02/16/2024 – Short Form Final Plat Application Staff Extension Expired

APPLICANT/AGENT:

Carlson, Brigrance, Doering, Inc. (Geoff Guerrero) on behalf of Leander Flex Interests, LLC. (Nick Greene)

RECOMMENDATION:

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

Staff recommends approval of an additional six (6) month extension. Approving this extension would grant an extension to August 16, 2024 and will allow the developer to finalize the plat requirements and schedule the plat for review by the Planning & Zoning Commission.

PRESENTER:

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

Fiscal Impact

Attachments:

1. SFP-22-0002 Leander Business Center - Extension Request
2. SFP-22-0002 Leander Business Center - Location Map
3. SFP-22-0002 Leander Business Center - Ordinance



May 16, 2024

City of Leander
Planning Department
Attn: Mrs. Robin Griffin, Executive Director of Development Services
201 N. Brushy Street
Leander, Texas 78641

RE: Leander Business Center
CBD Job # 5534 / City of Leander File # SFP-22-0002

Request for Extension of Plat Deadline

Dear Mrs. Griffin,

On behalf of our client, Carlson, Brigrance & Doering, Inc. respectfully requests a six month extension to the final plat review process in accordance with Section 24 of the City of Leander's Subdivision Ordinance.

This plat had received clearance of all staff-related comments except for an issue that arose during one of the final reviews related to services along Mockingbird Hill and the public/private roadway status of said road. These issues have been addressed by our engineering staff and we are currently preparing a submittal to address them. Once submitted then we anticipate being able to submit the final plat for full clearance and approval consideration.

Thank you for your time and review of this project. Please let me know if you need any additional information in order to process this request.

Respectfully,
Carlson, Brigrance & Doering, Inc.

Geoff Guerrero
Senior Planner

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

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

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

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

WHEREAS, the Planning Department granted one six (6) month extension for the short form final plat application (the “Short Form Final Plat Application”) which expired on or about February 16, 2024;

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

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

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

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Short Form Final Plat Application to August 16, 2024. In the event that the Short Form Final Plat Application is not approved by the Planning and Zoning Commission on or before to August 16, 2024, the Short Form Final Plat Application shall expire.

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

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

PASSED AND APPROVED on First Reading this the 6th day of June, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
6/6/2024

AGENDA SUBJECT:

Approval of the Roadway Impact Fee Offset Agreement for the Barksdale Phase 1 Subdivision by and between the City of Leander and M/I Homes of Austin, LLC; 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 \$278,040.00 to be applied to reduce roadway impact fees due upon issuance of building permits within the Barksdale Phase 1 Subdivision, until the Offset amount is exhausted.

HISTORY/TIMELINE:

07/07/2022 - Council approved RIF Ordinance No. 22-059-00

APPLICANT/AGENT:

RECOMMENDATION:

The City Staff recommend approval of the roadway impact fee offset agreement for the Barksdale Phase 1 Subdivision.

PRESENTER:

Emily D. Truman, PE, CFM, PMP, City Engineer

Fiscal Impact

Attachments:

1. RIF Offset Agreement Barksdale

THE STATE OF TEXAS §
 §
WILLIAMSON COUNTY §

**ROADWAY IMPACT FEE OFFSET AGREEMENT FOR THE
BARKSDALE SUBDIVISION**

This Roadway Impact Fee Offset Agreement for the Barksdale 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, an Ohio 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 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;

WHEREAS, the Development is being developed in two phases, and this Agreement addresses Offsets for Phase 1 (as defined herein) and provides that offsets for Phase 2 will be addressed through an addendum to this Agreement; 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 Barksdale Subdivision, which is a

residential development consisting of one hundred and three (103) single family dwelling units located on that certain 44.166 acre tract, generally located at the intersection of Journey Parkway and Parkside Parkway (*general area*), Leander, Williamson County, Texas, as more particularly described in **Exhibit A**. For the purposes of allocating Offsets under this Agreement, the Development has two (2) phases, referred to herein as Phase 1 (containing fifty-six (56) single family dwelling units) and Phase 2 (containing forty-seven (47) single family dwelling units), and which are more particularly shown in **Exhibit A**. The Offsets approved herein are established for the Eligible System Facilities attributable to Phase 1 of the Development and will be applied to RIF's due for building permits issued in Phase 1. Any Offsets for Phase 2 will be addressed through an addendum to this Agreement.

B. **Roadway Service Area Location.** The Development is located in Roadway Service Area D 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**"): a total payment of \$278,040 in lieu of improvements to Journey Parkway, paid with Phase 1.
 - b) Right-of-Way Dedication (the "**Right-of-Way**"): The following is right-of-way to be conveyed for roadway facilities that are not required by the Development: Journey Parkway Right-of-Way dedication of 0.15 acres.
- 2) Eligibility for Offsets. The Eligible System Facilities are included in the RIF CIP as Project Number D-22. 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.

Article II.

ROADWAY IMPACT FEE AMOUNT

A. **Roadway Impact Fee Amount.** The RIF's for the Development are established by the RIF Ordinance for the number of service units shown in the Barksdale Subdivision Phase 1 Final Plat Document #2024009129 recorded 02/05/2024.

Article IV.

ROADWAY IMPACT FEE OFFSET

A. **Method of Calculating Offset.** The Offset shall be calculated as follows:

- 1) The portion of the Offset that is made up of the Payment is equal to of \$278,040.
 - 2) The portion of the Offset that consists of the Right-of-Way is equal to \$13,899.75.
 - 3) The total Offset is \$291,899.75.
- B. **Documentation Required.** At the time that the Developer requests the City accept Eligible System Facilities, the Developer shall submit to the City documentation in a form acceptable to the City establishing the cost of the Eligible System Facilities that are eligible for inclusion in the Offset in accordance with Section IV.A.
- C. **Transportation Demand.** The transportation demand for developed parcels within the Property is the following: \$521,325.00.
- D. **Method of Applying Offsets.** The Offset shall be applied at the time of issuance of the first building permits for Phase 1 of the Development, at each building permit issuance thereafter within Phase 1, to reduce RIF's due until the Offset is exhausted.
- E. **Limitations on Offsets.**
- 1) If the Offset calculated pursuant to this Agreement exceeds the RIF's due at building permit issuance, 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:
 - a) For the Payment paid pursuant to Article 10.03 of the Code, after the Developer pays the Payment in full to the City;
 - b) For Right-of-Way dedication, after the Developer conveys the Right-of-Way to the City by plat or separate instrument; and
 - c) All above conditions must be satisfied for the Offset to be effective.
 - 3) Offsets expire within 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 to do not conflict with this Agreement.
 - 5) Offsets under this Agreement may not be applied to Phase 2 unless the City agrees in writing.

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 Agreement shall terminate
- Roadway Capital Impact Fee Agreement – Barksdale Subdivision

upon 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
Attn: Royce Rippey
7600 N. Capital of Texas Hwy
Building C, Suite 250
Austin, Texas 78731

And

WITH COPY TO LEGAL COUNSEL:

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.

DEVELOPER:

By: _____

Name: DEREK BAKER

Title: Authorized Signatory

Date: 5/8/2024

State of TEXAS

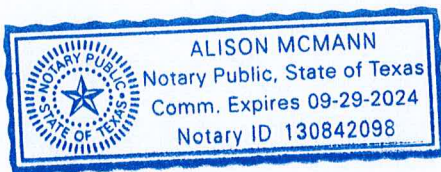
County of TRAVIS

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.

Alison McMann

(Personalized Seal)

Notary Public's Signature



Signature Page to
ROADWAY IMPACT FEE OFFSET AGREEMENT FOR THE BARKSDALE
SUBDIVISION

City:

CITY OF LEANDER,
a Texas municipal corporation

By: _____

Name: _____ its City Manager

THE STATE OF TEXAS §

§

COUNTY OF _____ §

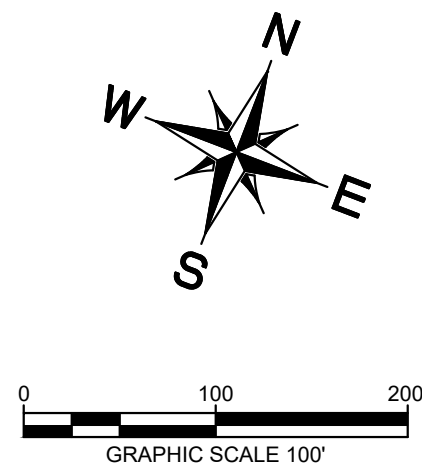
This instrument was acknowledged before me on the __ day of _____, 2024 by _____,
City Manager of the City of Leander, Texas, a Texas municipal corporation, on behalf of said
City.

(SEAL)

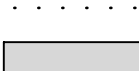
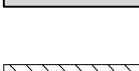
Notary Public in and for
The State of Texas

My Commission Expires:_____

Exhibit “A”
The Development



LEGEND

	PROPERTY LINE
	PHASE LINE
	CITY LIMITS
	PROPOSED LOT LINE
	PROPOSED RIGHT OF WAY
	PROPOSED STREET CENTERLINE
	PROPOSED 5' SIDEWALK (UNLESS NOTED OTHERWISE)
	ONSITE FEMA 100-YEAR FLOODPLAIN/ WILLIAMSON COUNTY FLOODPLAIN BUFFER ZONE
	PROPOSED SITE DISTANCE EASEMENT (SDE)

NOTES

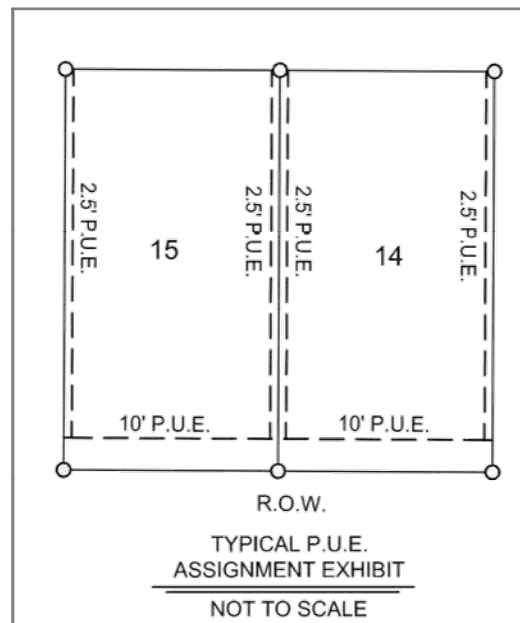
1. LINE AND CURVE TABLES PROVIDED ON SHEET 6.
ALL HOMES BUILT ON LOTS SIDING OR BACKING UP TO A MAJOR ARTERIAL ROADWAY ARE REQUIRED TO BE BUILT TO TYPE A OR TYPE B STANDARDS.
SIGHT TRIANGLES TO BE FREE OF SIGHT OBSTRUCTIONS SUCH AS PARKED VEHICLES, BUILDINGS, WALLS, HEDGES, BUSHES, LOW GROWING TREES OR GUARDRAIL (IF LOCATED ON A CREST WHERE THE ROAD FORMS A SIGHT RESTRICTION), ABOVE AN ASSUMED DRIVER EYE HEIGHT LINE OF SIGHT TO TARGET.
NO SINGLE FAMILY LOTS SHALL TAKE FRONTAGE FROM JOURNEY PARKWAY OR R WPKSIDE PARKWAY.
2. ALL PROPOSED PARK IMPROVEMENTS WILL MEET CITY PARK & FACILITY EQUIPMENT STANDARDS AND U.S. CONSUMER PRODUCTS SAFETY COMMISSION PUBLICATION - 325. FINAL IMPROVEMENTS TO BE DETERMINED WITH SUBDIVISION CONSTRUCTION PLANS AND FINAL PLAN.
3. ALL PARK AND WALKWAY ARE TO BE GRADED BY PEDESTRIAN SIDEWALK ALONG JOURNEY PARKWAY AND A 10' WIDE BRUSHY CREEK LAKE.

STREET INFORMATION	
STREET NAME	LENGTH
W PARKSIDE PARKWAY	847'
MISSOULA COVE	112'
PLENTYWOOD LANE	410'
SACO STREET	1367'
HELENA WAY	729'
LOLO LANE	786'
SCOBEE COURT	290'
BILLINGS WAY	776'
WOLF POINT WAY	229'

PHASING PLAN	
PHASE	YEAR
BARKSDALE PHASE 1	2022
BARKSDALE PHASE 2	2023

- SIGHT DISTANCE EASEMENTS:

1. THERE IS A 2,000 SF RIGHT DISTANCE EASEMENT TO THE RIGHT OF THE INTERSECTION OF W PARKSIDE PARKWAY AND MISSOULA COVE.
2. THERE IS A 6,555 SF RIGHT DISTANCE EASEMENT TO THE LEFT OF THE INTERSECTION OF W PARKSIDE PARKWAY AND MISSOULA COVE.
3. THERE IS A 631 SF RIGHT DISTANCE EASEMENT TO THE LEFT OF THE INTERSECTION OF SCOBEE COURT AND BILLINGS WAY.
4. THERE IS A 659 SF RIGHT DISTANCE EASEMENT TO THE RIGHT OF THE INTERSECTION OF WOLF POINT WAY AND SACO STREET.

[illegible]

Kimley»»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALON IV, SUITE 200, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

TEXAS REGISTERED ENGINEERING FIRM F-928

KHA PROJECT
067783159

DATE
JUNE 2022

SCALE: AS SHOWN

DESIGNED BY: AEG

DRAWN BY: AMF
CHECKED BY: AEG

PRELIMINARY PLAN

BARKSDALE TRACT
PHASES 1 & 2
CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER

5

Exhibit “B”
Limits of Construction

NOT APPICABLE



EXECUTIVE SUMMARY
6/6/2024

AGENDA SUBJECT:

Approval of Task Order TR-KHA-CIPS23-019-01 for the Raider Way Alignment Study with Kimley-Horn Associates, Inc. in the amount of \$52,705.00 for the purpose of identifying a horizontal and vertical alignment for future planning of the roads and developments near the intersection of Raider Way and RM 2243 east of 183A Toll Road; and authorize the City Manager to execute any and all documents.

BACKGROUND:

The City's current Transportation Masterplan identifies Raider Way as a collector road with a one hundred (100')- foot right-of-way (ROW) which intersects with RM 2243 east of 183A Toll Road. This intersection requires a horizontal and vertical alignment study at planning level to prepare for future development and future roads due to its proximity to Brushy Creek floodplain and its existing skew. The study would recommend the preferred location of the bridge in relation to the future intersection at planning level.

In that regard, KHA submitted a proposal to perform the Raider Way Alignment Study as part of their Master Professional Service Agreement. KHA is a pre-qualified consultant for this task under the City's current Master Professional Services Agreement under Solicitation CIPS23-019 with the professional services agreement executed on February 15, 2024. The task will identify a better horizontal and vertical alignment for better planning of the roads and future developments near this intersection.

This task shall be based on time and materials with a not-to-exceed amount of \$52,705.00 and is planned to be completed within one (1) month of execution.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of Task Order TR-KHA-CIPS23-019-01 for the Raider Way Alignment Study from KHA in the not-to-exceed amount of \$52,705.00; and authorize the City Manager to execute any and all documents.

PRESENTER:

Emily D. Truman, PE, CFM, PMP, City Engineer

Fiscal Impact

Amount requested:

\$52,705.00

<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	CIP General 40-04-5600

Attachments:

1. Task Order No TR-KHA-CIPS23-019-01 - Raider Way Alignment Study
2. MPSA Kimley-Horn Traffic Roadway Agreement Fully Executed 2.15.2024

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. TR-KHA-CIPS23-019-01

This will constitute authorization by the City of Leander, Texas (City), for Kimley-Horn and Associates, Inc. (Engineer) to proceed with the following described engineering services, pursuant to the Professional Services Agreement signed on February 15, 2024 between the City and Engineer.

PROFESSIONAL ENGINEERING SERVICES – (Raider Way Alignment Study)

A. PROJECT DESCRIPTION

The City of Leander has requested Kimley-Horn and Associates, Inc perform professional services described in the attached Proposal (**Raider Way Alignment Study**).

B. SCOPE OF SERVICES

Kimley-Horn and Associates, Inc will perform the services as described in the Scope of Services section of Exhibit A.

C. DELIVERABLES

Kimley-Horn and Associates, Inc will provide deliverables as described in the Scope of Services section of Exhibit A.

D. BASIS OF COMPENSATION

Compensation shall be time and materials not to exceed \$52,705.00. The City shall make payments to the Engineer on a monthly billing basis in accordance with the attached Proposal.

TIME FOR COMPLETION

The Engineer will work with the City to provide services as requested based on the design schedule of 32 working days. The Engineer will work expeditiously to complete the services in the shortest length of time possible.

APPROVED:

CITY OF LEANDER, TEXAS

By: _____

Title: _____

Attest: _____

Date: _____

ACCEPTED:

KIMLEY-HORN AND ASSOCIATIES, INC

By: AGH _____

Title: Project Manager _____

Attest: L. G. Motter _____

Date: 5/22/2024 _____

Exhibit A

Scope of Services

Raider Way Alignment Study

PROJECT UNDERSTANDING

We understand that the Client is requesting a alignment study of approximately 0.9 miles of Raider Way from Torre St., North to the proposed RM 2243 (Hero Way) project being jointly developed by TxDOT and Williamson County.

This is a conceptual desktop alignment study and will not include design plans or construction details. There is property owned by “8770 Leander Partners LLC” that is currently in the conceptual stages of a charter school design with the client and needs to understand the future alignment of Raider Way to dedicate the appropriate Right-Of-Way (ROW) and roadway improvements. Based on the city’s Roadway Adequacy Standard, development is required to dedicate ROW and build one half of the ultimate roadway section along Raider Way. Additionally, the existing portion of RM 2243 not being impacted by the joint Williamson County and TxDOT RM 2243 project, is anticipated to be donated back to the client upon completion of phase 1 of construction. This existing portion of RM 2243 has a future corridor study identified under the city’s Transportation Master Plan (TMP). Furthermore, RM 2243 is proposed to be a 4-lane arterial road with 100’ ROW per the TMP. The future alignment of RM 2243 and Raider Way will be influenced by the following constraints:

- Brushy Creek Zone AE Floodplain
- The Davis Cemetery property
- Existing property structures and developable land parcels

Kimley-Horn assumes the following in preparation of the Agreement:

- The Scope of Services will include up to one (1) desktop alignment study exhibit showing up to three (3) alignments for a collector roadway located within the City of Leander and Williamson County.
- The Scope of Services will include up to two (2) alignment study exhibits depicting horizontal and vertical geometry based on the desktop alignment study. Any additional alignment exhibits outside the scope of this Agreement will require additional services.

- Coordination with City of Leander and TxDOT.
- Proposed bridge spanning Brushy Creek FEMA Floodplain and Regulatory Floodway.
- Connection to proposed RM 2243 interchange located along existing Hero Way.

The client is seeking civil engineering services to assist with identifying the preferred alignment associated with the proposed roadway. Our proposed design schedule can be found in “Exhibit C” below.

SPECIFIC SCOPE OF SERVICES

Task 1 – Project Management

The Engineer will:

- 1.1. Develop alignment study project schedule and work plan.
- 1.2. Invoicing and progress reports.
- 1.3. Attend biweekly meetings, up to six (6) meetings with the client and prepare meeting minutes.
- 1.4. Attend up to two (2) meetings with TxDOT and prepare meeting minutes.

Task 2 – Raider Way Desktop Alignment Study

The Engineer will:

- 2.1. Obtain existing and proposed roadway record drawings from the County, City of Leander, and TxDOT. The Engineer shall be entitled to rely on the completeness and accuracy of the data provided.
- 2.2. Conduct up to one (1) site visit.
- 2.3. Pull Nearmap aerial imagery for project limits.
- 2.4. Prepare an alignment study criteria form using applicable design standards from the City of Leander and TxDOT.
- 2.5. Develop up to one (1) desktop alignment study exhibit at a scale of 1”=100’ that will include the following components:
 - a) Project location map and project information.
 - b) Proposed collector typical section showing additional ROW width needs at intersections per the TMP.
 - c) Apparent existing ROW and property boundary linework.
 - d) Existing property owner information.
 - e) FEMA Zone AE and regulatory floodplain limits.

- f) Recreate Existing horizontal alignment and horizontal alignment data for Raider Way and RM 2243.
 - g) Proposed ROW footprints for up to three (3) route alternatives.
- 2.6. Perform internal quality control reviews prior to submittal.
- 2.7. Address up to one (1) round of comments and incorporate those into the design exhibits.

Task 3 – Preferred Raider Way Alignment Study Exhibits

The Engineer will:

- 3.1. Obtain 1ft topographic lidar information from the County. The Engineer shall be entitled to rely on the completeness and accuracy of the data provided.
- 3.2. Develop up to two (2) preferred alignment study exhibits at a scale of 1"=100' that will include the following components:
 - a) Project location map and project information.
 - b) Proposed collector typical section showing additional ROW width needs at intersections per the TMP.
 - c) Apparent existing ROW and property boundary linework.
 - d) Existing property owner information.
 - e) FEMA Zone AE and regulatory floodplain limits.
 - f) Existing and proposed horizontal alignments and horizontal alignment data (HAD) for Raider Way.
 - g) Existing and proposed profiles for Raider Way.
 - h) Preliminary proposed bridge location and length.
 - i) Preliminary roadway and sidewalk linework
 - j) Horizontal and vertical sight distance triangles at the proposed intersection of FM 2243.
- 3.3. Prepare up to two (2) opinion of probable construction costs (OPCC) in Microsoft Excel format.

Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgement as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client

wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

- 3.4. Perform internal quality control reviews prior to submittal.
- 3.5. Address up to one (1) round of comments and incorporate those into the design exhibits.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- a) ROW Documentation, including Metes and Bounds, and acquisition coordination.
- b) Future RM 2243 alignment analysis.
- c) Survey and SUE.
- d) Environmental analysis.
- e) Preparation of Right of Entry documents.
- f) Utility Relocation Coordination and review of Utility Plans.
- g) Public Involvement and meetings with adjacent landowners.
- h) Preparation of plans (PS&E) for construction.
- i) Detailed bridge design or calculations.
- j) Driveway design.
- k) Structural Wall Design.
- l) Hydrology and hydraulics pertaining to existing and proposed storm sewer system, cross culverts, parallel drainage culverts, and ditch capacity analysis.
- m) Geotechnical Engineering.
- n) Any item not specifically noted in this agreement.
- o) Bidding Phase Services
- p) Construction Phase Services

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing Raider Way As-Builts.
- Stewart Crossing As-Builts.
- City of Leander Utility As-Builts
- Any additional development plats or information located within the route study area.
- RM 2243 (Hero Way) interchange information.
- Executed Copy of this Agreement.

FEE AND EXPENSES

Task 1-3- Hourly

Kimley-Horn will perform the services in Tasks 1-3 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1	\$ 6,985.00
Task 2	\$16,690.00
Task 3	\$28,830.00
Reimbursable Expenses	\$200.00
Maximum Time and Materials Fee	\$52,705.00

Kimley-Horn will not exceed the total hourly labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

ID	Task Name	Duration	Start	Finish	Predecessors	Successors	244914192429July 2024491419													
1	Raider Way Alignment Study	32 days	Fri 6/7/24	Mon 7/22/24																
2	Contract Execution	1 day	Fri 6/7/24	Fri 6/7/24		3														
3	Develop Desktop Alignment Study Exhibit	6 days	Mon 6/10/24	Mon 6/17/24	2	4														
4	Client Review	5 days	Tue 6/18/24	Mon 6/24/24	3	5														
5	Desktop Alignment Study Exhibit Review Meeting	1 day	Tue 6/25/24	Tue 6/25/24	4	6														
6	Develop Preferred Alignment Study Exhibits	10 days	Wed 6/26/24	Tue 7/9/24	5	7														
7	Client Review	5 days	Wed 7/10/24	Tue 7/16/24	6	8														
8	Preferred Alignment Study Exhibit Review Meeting	1 day	Wed 7/17/24	Wed 7/17/24	7	9														
9	Address Review Meeting Comments	2 days	Thu 7/18/24	Fri 7/19/24	8	10														
10	Submit Final Exhibits	1 day	Mon 7/22/24	Mon 7/22/24	9															

Project: Raider Way Route Design
Date: Wed 5/22/24

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Raider Way Alignment Study									
					Kimley-Horn Staff				
	Professional Service Description	Total Task Hours	Total Task Cost		Senior Engineer II	Senior Engineer I	Professional	Analyst	Project Accountant
					\$375.00	\$280.00	\$250.00	\$180.00	\$135.00
Task 1 - Project Management									
1.1	Project Schedule & Work Plan	4	\$ 890			1	1	2	
1.2	Invoicing and Progress Report	9	\$ 1,695				3	3	3
1.3	City of Leander Meetings and Minutes (6)	12	\$ 3,180			6	6		
1.4	TxDOT Meetings and Minutes (2)	6	\$ 1,220				2	4	
	Total Task 1:	31	\$ 6,985.00		0	7	12	9	3
Task 2 - Raider Way Desktop Alignment Study									
2.1	Collect and Review Record Drawings	5	\$ 1,040				2	3	
2.2	Site Visit	4	\$ 920			2		2	
2.3	Nearmap Aerial Imagery	3	\$ 610				1	2	
2.4	Prepare Alignment Criteria Form	6	\$ 1,320			1	2	3	
2.5	Alignment Study Exhibit (1)	0	\$ -						
a)	Project Location Map and Information	3	\$ 610				1	2	
b)	Proposed Typical Section	3	\$ 610				1	2	
c)	Incorporate Apparent Existing ROW and Property Boundaries	3	\$ 610				1	2	
d)	Existing Property Owner Information	3	\$ 610				1	2	
e)	Incorporate FEMA Zone AE and Regulatory Floodplain Limits	5	\$ 970				1	4	
f)	Recreate Existing Horizontal Alignments	3	\$ 610				1	2	
g)	Layout Three (3) Route Alternatives	24	\$ 4,940			2	6	16	
2.6	QAQC	8	\$ 2,620		4	4			
2.7	Addressing Comments (1 Round)	6	\$ 1,220				2	4	
	Total Task 2:	76	\$ 16,690.00		4	9	19	44	0
Task 3 - Preferred Raider Way Alignment Study Exhibits									
3.1	Request and Incorporate County Lidar	6	\$ 1,220				2	4	
3.2	Preferred Raider Way Alignment Study Exhibits (2)								
f)	Detail Horizontal Design - Raider Way	8	\$ 1,580				2	6	
g)	Vertical Design - Raider Way	32	\$ 6,720			4	8	20	
h)	Preliminary Bridge Design	14	\$ 3,000			2	4	8	
j)	Preliminary Roadway Linework	15	\$ 3,080			1	4	10	
j)	Horizontal and Vertical Sight Distance Triangles	10	\$ 1,940				2	8	
i.	OPCC (2)	10	\$ 2,110			1	3	6	
J.	QAQC	16	\$ 5,240		8	8			
K.	Addressing Comments (1 Round)	19	\$ 3,940			1	6	12	
	Total Task 3:	130	\$ 28,830.00		8	17	31	74	0
Reimbursable Expenses									
	Plotting & Reproduction		\$ 100						
	Mileage		\$ 100						
	Total Reimbursable Expenses:	0	\$ 200.00		0	0	0	0	0
Total Hours									
Total Hours		237			12	33	62	127	3
Total Fee			\$ 52,705						

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$135 - \$175
Analyst II	\$180 - \$225
Professional	\$220 - \$255
Senior Professional I	\$265 - \$325
Senior Professional II	\$350 - \$415
Senior Technical Support	\$120 - \$300
Technical Support	\$110 - \$175
Support Staff	\$90 - \$150

Effective through June 30, 2024

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

OWNER agrees to compensate the ENGINEER as stated herein. ENGINEER shall report to OWNER'S designated representative for the PROJECT (see Section IV also). To the extent of any conflict between the terms of this AGREEMENT, and the provisions set forth in the "Task Order", the terms of this AGREEMENT shall control.

B. GEOTECHNICAL LABORATORY SERVICES

If geotechnical laboratory services are provided for the PROJECT through this AGREEMENT, either by the ENGINEER or its subconsultant(s), these services shall be performed by a laboratory accredited, in soils or geotechnical testing as appropriate, by the American Association of Laboratory Accreditation or by the American Association of State Highway and Transportation Officials. The ENGINEER agrees to provide evidence to the OWNER of such accreditation on an annual basis for the duration of this AGREEMENT.

**SECTION II
BASIC PROJECT SERVICES OF THE ENGINEER**

The ENGINEER shall serve as the OWNER'S professional consultant in those phases of the PROJECT to which this AGREEMENT applies; and, will give consultation and advice to the OWNER during the performance of its services.

The ENGINEER shall, in the scope of its Work, perform the services described in any Task Order issued as a result of this Master Professional Services Agreement. ENGINEER shall only commence the Work described in the Task Order as authorized by the OWNER (in subsequent written authorizations to proceed) as described hereinafter. All work performed in connection with this AGREEMENT shall be performed in accordance with that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided ("Standard of Care"), and within the time periods for the completion of the services required by the Task Order. Once ENGINEER is authorized to perform services, ENGINEER shall commence the performance of the services within 10 days following authorization and shall diligently pursue the same to completion in a timely manner, consistent with the ENGINEER'S Standard of Care. If a time period for performance of the services is not set out herein, OWNER and ENGINEER may hereafter agree upon the time period for the completion of services in writing, which shall be attached to and become a part of and incorporated to this Agreement by reference.

As part of its Basic Services, ENGINEER shall provide OWNER on completion of any design, or any phase of a design, with the number of sets of plans for OWNER'S use agreed to by OWNER and ENGINEER, but in no event fewer than five sets (unless otherwise approved in writing by OWNER), and sufficient sets for the use of Contractors and subcontractors in bidding out the PROJECT, if applicable. ENGINEER may establish a fee to Contractors or subcontractors for complete sets of plans to be used by them as part of the bid process in accordance with customary practice within the area in which the PROJECT is located.

All plans provided in connection with the Task Order shall be signed and sealed by the ENGINEER as complying with all applicable Federal, State and local laws. The plans, specifications and data provided by ENGINEER shall conform to its Standard of Care in an effort to be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the OWNER and ENGINEER.

All subconsultants that perform a component of the design services required under the Task Order, shall similarly prepare a plan showing their portion of the design work, as appropriate, which is similarly signed and sealed by the subconsultant.

The OWNER acknowledges that ENGINEER has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the ENGINEER are for informational purposes only and are not guarantees.

SECTION III CHANGES IN WORK SCOPE

OWNER, without invalidating this AGREEMENT or the Task Order, may order changes within the general scope of the PROJECT by altering, adding to and/or deleting or deducting from the PROJECT to be performed. If any changes made under this clause to the PROJECT cause an increase or decrease in the ENGINEER'S cost of, or the time required for, the performance of part of the PROJECT, an equitable adjustment will be made by mutual written agreement and the Task Order and the PROJECT will be modified in writing through an approved Task Order Amendment. All such changes shall be under the conditions of this original AGREEMENT. Notwithstanding the foregoing, should the PROJECT be changed or amended due to the failure of ENGINEER to follow its Standard of Care, the only equitable adjustment that will be made shall be to the benefit of the OWNER.

SECTION IV ADDITIONAL SERVICES OF THE ENGINEER

If ENGINEER determines that services outside the scope of PROJECT ("Additional Services") are required or recommended, or that ENGINEER is being asked by OWNER to perform services not covered by the Task Order, ENGINEER shall notify OWNER that such services are Additional Services, and submit the cost associated with their performance prior to undertaking them to the Owner. If changes deduct from the extent of the Task Order, the contract sum shall be adjusted accordingly. All such changes shall be under the conditions of the original AGREEMENT. Any provision in this AGREEMENT to the contrary notwithstanding, OWNER shall not be liable to ENGINEER for the costs of any Additional Services in connection with the PROJECT unless OWNER has agreed in writing through a Task Order Amendment to the performance of the services, which have been identified to OWNER as Additional Services, including the cost for such services, prior to the commencement of such services.

SECTION V THE OWNER'S RESPONSIBILITIES

The OWNER will:

- A. Provide information as to its requirements for the PROJECT to the best of OWNER's knowledge.
- B. Designate the OWNER'S REPRESENTATIVE for this PROJECT. ENGINEER understands and agrees that ENGINEER shall obtain instruction and direction of the services to be performed hereunder only from OWNER's designated OWNER'S REPRESENTATIVE or

other representative designated by OWNER in writing. ENGINEER shall not perform services directed or requested by any other person, unless approved by OWNER'S REPRESENTATIVE or other designated representative in writing. In the event ENGINEER is uncertain whether or not it is authorized to perform services, ENGINEER shall seek confirmation from OWNER'S REPRESENTATIVE or other designated representative.

C. Assist ENGINEER by placing at its disposal available reports and other data relevant to the development of the PROJECT which OWNER has had performed in connection with the property or the PROJECT by other service providers.

D. Assist ENGINEER in gaining entry to public and private property as may be required by the ENGINEER in the performance of their services under the Task Order.

E. Examine all studies, reports, sketches, estimates, proposals and other documents presented by the ENGINEER and render decisions pertaining thereto within a reasonable time so as not to unreasonably delay the services of the ENGINEER.

F. Furnish, or direct ENGINEER (by way of written Supplemental Amendment to this AGREEMENT (see Section VI) to provide necessary Additional Services as stipulated in Section III of this AGREEMENT or other services as may be required by the OWNER.

SECTION VI PAYMENTS TO THE ENGINEER

A. OWNER agrees to pay the ENGINEER as full compensation for the professional engineering and associated services herein contracted for as follows:

1. Basic Services: The total fee for each PROJECT described in a Task Order shall be set forth in the Task Order for the PROJECT and shall not exceed the amount set out in the Task Order ("Basic Services Fee"). Compensation for Services will be reimbursed on a unit price per unit of work basis in accordance with the defined unit prices detailed in the Task Order and will not exceed the Basic Services Fee. Unless otherwise agreed to by the parties in writing, reimbursable PROJECT related expenses, including, but not limited to copying charges, long-distance phone calls, travel expenses, will be included within the Basic Services Fee. If the parties agree that reimbursable expenses are to be billed separately, they shall also itemize the expenses that will be reimbursed and agree on a not-to-exceed amount for such reimbursable expenses and that such expenses shall be invoiced at direct cost with no overhead mark-up.

2. Additional Services: Compensation will be charged based on the actual hours expended by ENGINEER'S personnel and billed at ENGINEER'S Standard Hourly Rates identified in Exhibit "B" attached hereto and incorporated herein for all purposes.

B. METHOD OF PAYMENT

1. Payments on account of ENGINEER'S Work on the PROJECT relative to the Task Order shall be made to ENGINEER within 30 days after invoice is received and approved by OWNER for payment, subject to the terms of this AGREEMENT.

2. For all services rendered, payment for undisputed amounts is due as provided above, subject to the rights and remedies of OWNER. Invoices for payment of services shall not be submitted to OWNER more frequently than once per month. Billing shall include reasonable documentation of cost of services rendered during the previous month in such form and with such content as OWNER may reasonably require. Interest shall accrue on undisputed amounts which have not been paid in accordance with the provisions of this AGREEMENT and are past due, in accordance with the provisions of Section 2251.021 of the Texas Government Code, as amended, unless delay in payment is due to the fault of ENGINEER including improper, contested or inadequate billing procedures followed by the ENGINEER, or the exercise of any rights or remedies by OWNER under the terms of this AGREEMENT.

3. Invoice amounts in excess of the maximum not-to-exceed amount(s) identified above, incurred prior to OWNER'S written consent shall be at ENGINEER'S risk and OWNER is not obligated to pay such billings or expenses. ENGINEER shall closely monitor the amount of their work and notify OWNER within five (5) working days when expenditures for any phase of work reaches eighty (80) percent of the maximum not-to-exceed amount(s) identified herein. Nothing herein shall be construed to require the OWNER to increase the approved maximum not-to-exceed contract amount(s) established under this AGREEMENT.

4. For all services rendered, ENGINEER'S payment to subconsultants is due within ten calendar days after receipt of payment from the OWNER and, when appropriate, OWNER may issue joint checks to the ENGINEER and subconsultants.

5. Cost of services furnished by subcontractors or subconsultants shall be reimbursed at invoice cost, unless otherwise agreed to by the parties in writing.

SECTION VII TERMINATION AND DEFAULT

The OWNER shall have the right to terminate this AGREEMENT or any Task Order at any time after thirty (30) days notice to the ENGINEER. OWNER shall pay the ENGINEER for services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all Work and documents prepared to that point. Payment to the ENGINEER of lump-sum not-to-exceed amounts shall be proportional to services performed to the date of termination. OWNER will pay a proportionate share for the partially completed Work product of any partially completed unit of Work through the date of termination. The value of such partially completed unit of Work will be determined by OWNER based on actual costs incurred. In no case will the compensation paid to ENGINEER for partial completion of the PROJECT exceed the amount the ENGINEER would have received had the PROJECT been completed.

In the event OWNER, through no fault of ENGINEER, fails to perform one or more of its obligations under the terms of this Agreement, ENGINEER shall provide OWNER with written notice of the default, and a reasonable opportunity to cure the

same, but in no event shall such cure opportunity be less than thirty (30) days. If OWNER fails to cure a material default, or to initiate appropriate action to cure a material default, within such cure period, then ENGINEER shall have the right, as its exclusive remedy, to terminate this Agreement or any Task Order, in which event OWNER shall be liable to ENGINEER for all services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all Work and documents prepared to that point. Payment to the ENGINEER shall be proportional to services performed to the date of termination calculated in accordance with the previous paragraph.

In the event ENGINEER, through no fault of OWNER, fails to perform one or more of its obligations hereunder or defaults under the terms of this AGREEMENT or any Task Order, OWNER shall provide ENGINEER with notice of the default, and a reasonable opportunity, not to exceed thirty (30) days to cure the same. In the event a cure is not effected during such cure period, OWNER, in addition to any other rights and remedies provided by this AGREEMENT, shall have the right to pursue one or more of the following: (a) terminate this AGREEMENT or any Task Order, (b) withhold payments due to ENGINEER until the default is cured to OWNER's satisfaction, or (c) pursue any rights and remedies available at law or equity. The ENGINEER shall not be entitled to any fees or reimbursable expenses other than the fees or reimbursable expenses then due and payable as of the time of termination and then only for those services that have been timely and adequately performed by the ENGINEER considering the actual costs incurred by the ENGINEER in performing the Work at date of termination, the value of the Work that is nonetheless usable to the OWNER, the cost to the OWNER of employing another ENGINEER to complete the work required and the time required to do so, and other factors that affect the value to the OWNER of the work performed at time of termination. All rights and remedies provided by this AGREEMENT, or available at law or equity shall be cumulative and not exclusive, and may be exercised concurrently or successively.

SECTION VIII SUCCESSOR AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors, executors and assigns. The foregoing notwithstanding, the ENGINEER shall not assign or transfer its interest in this AGREEMENT without the prior written consent of the OWNER. Any transfer or assignment made without OWNER'S prior written consent shall not be binding upon OWNER unless expressly ratified by OWNER in writing, and shall not relieve ENGINEER of its obligations hereunder.

SECTION IX OWNERSHIP AND USE OF DOCUMENTS

The ENGINEER agrees that items such as plans, drawings, photos, designs, studies, specifications, data, schedules, technical reports, or other work products, including electronic files and raw data, which prepared under or pursuant to this

AGREEMENT or any Task Order (the "Work Product") are subject to the rights of the OWNER in effect on the date of execution of this AGREEMENT or any Task Order. These rights include the right to use, duplicate and disclose such items, in whole or in part, in any manner and for whatever purpose; and, to have others do so, and to use such items in connection with the PROJECT and any subsequent alterations thereto. Upon completion or termination of this Agreement, the ENGINEER shall deliver all Work Product to the OWNER, and all Work Product shall otherwise be made available, upon request, to the OWNER without restriction or limitation on the further use of such materials, provided, however, that such materials are not intended or represented to be suitable for reuse by the OWNER or others. Any reuse without prior verification or adaptation by the ENGINEER for the specific purpose intended will be at the OWNER's sole risk and without liability to the ENGINEER.

If an item produced by the ENGINEER is copyrightable, the ENGINEER may copyright it, subject to the rights of the OWNER. The ENGINEER grants to OWNER a royalty-free, non-exclusive and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so. Without limiting the generality of the foregoing, if the services of ENGINEER are terminated under this AGREEMENT or any Task Order, OWNER shall have the right to use the Work Product produced by ENGINEER, and to allow others to do so, in connection with the PROJECT. The ENGINEER shall include in its subconsultant contracts appropriate provisions to achieve the purpose of this Section IX.

All such items furnished by the ENGINEER pursuant to this AGREEMENT and any Task Order are considered instruments of its services in respect to the PROJECT. It is understood that the ENGINEER does not represent such items to be suitable for reuse on any other project. If the OWNER reuses such items without the ENGINEER'S specific written verification or adaptation, such reuse will be at the risk of the OWNER, without liability to the ENGINEER. Any such verification or adaptation requested by the OWNER may entitle the ENGINEER to further compensation at an amount agreed upon between the OWNER and the ENGINEER.

SECTION X ENGINEER'S RESPONSIBILITY AND LIABILITY

All services performed in connection with this AGREEMENT or any Task Order shall be performed in accordance with the ENGINEER's Standard of Care, free from negligent errors, and in accordance with the terms of this AGREEMENT. Acceptance and approval by the OWNER of the final PROJECT Report or other documents or services produced by ENGINEER, shall not constitute nor be deemed a release of the responsibilities and liability of the ENGINEER for the accuracy and competency of the ENGINEER'S Work Products, design, or other documents, and services prepared/performed under this AGREEMENT or any Task Order. No approvals or acceptances by or on behalf of the OWNER shall be deemed to be an assumption of such responsibility by the OWNER for any defect, error or omission in said work products, design or other documents and services as prepared/performed by the ENGINEER or its subconsultants.

The ENGINEER further agrees to correct programs or documents or re-execute services as may be required due to the ENGINEER'S development of programs or documents which are found to not conform to the Standard of Care at no additional cost to the OWNER.

Redesigns required or occasioned for the convenience of the OWNER shall be paid for as provided and prescribed hereinbefore under Additional Services of the ENGINEER, but only if such Additional Services are required in writing by OWNER as required herein.

ENGINEER understands that OWNER may require ENGINEER to temporarily suspend work. OWNER understands that the suspension of work by ENGINEER may cause ENGINEER to incur additional costs to resume work, whether on Basic or Additional Services, and OWNER agrees to reimburse ENGINEER for such reasonable and unavoidable additional costs in an amount to be agreed upon by ENGINEER and OWNER in writing at time ENGINEER has been given written notice of the suspension.

SECTION XI PERIOD OF SERVICE

This AGREEMENT shall remain in force for three (3) consecutive twelve (12) month periods from final signature date. Any Task Orders resulting from this AGREEMENT shall remain in force for a period required for the completion of the PROJECT, including required extensions thereto and any applicable warranty period services, unless terminated by any of the several provisions included elsewhere in this AGREEMENT.

SECTION XII MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

The ENGINEER agrees to maintain appropriate accounting records of costs, expenses and payrolls of employees working on the PROJECT together with documentation and evaluations and study results, for a period of five (5) years after final payment for completed services and all other pending matters concerning this AGREEMENT have been closed. The ENGINEER further agrees that the OWNER, or their duly authorized representative(s), shall have access to any and all books, documents, papers and records of the ENGINEER which are directly pertinent to the services to be performed under this AGREEMENT for the purposes of making audit, examination, excerpts and transcriptions.

SECTION XIII VENUE

VENUE AND JURISDICTION OF ANY SUIT, RIGHT OR CAUSE OF ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES CONSENT TO VENUE EXCLUSIVELY IN, COURTS OF COMPETENT JURISDICTION IN WILLIAMSON COUNTY, TEXAS.

SECTION XIV INSURANCE REQUIREMENTS; INDEMNIFICATION

The ENGINEER agrees to carry and maintain insurance in the following types and amounts for the duration of this AGREEMENT, and furnish certificates of insurance and make available copies of policy declaration pages and policy endorsements as evidence thereof:

1. Workers Compensation Insurance: The ENGINEER shall carry and maintain during the

term of this Agreement, workers compensation and employer's liability insurance meeting the requirements of the State of Texas on all the ENGINEER's employees carrying out the work involved in this Agreement.

2. Commercial General Liability with a combined single limit of \$1,000,000 per occurrence for coverages A&B including products/completed operations, where appropriate, with a separate aggregate of \$1,000,000. The policy shall contain the following provisions:

- a. Blanket contractual liability coverage for liability assumed under the AGREEMENT, Task Order, and all contracts relative to the PROJECT.
- b. Independent Contractors coverage.
- c. OWNER listed as an additional insured, endorsement CG 2010.
- d. Thirty (30) day Notice of Cancellation in favor of the OWNER, endorsement CG 0205.
- e. Waiver of Transfer of Rights of Recovery Against Others in favor of the OWNER, endorsement CG 2404.

3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$500,000 bodily injury per person, \$500,000 bodily injury per occurrence and \$500,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the OWNER:

- a. Waiver of Subrogation endorsement TE 2046A.
- b. Thirty (30)-day Notice of Cancellation, endorsement TE 0202A.
- c. Additional Insured, endorsement TE 9901B.

4. Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the ENGINEER, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the ENGINEER continuing to furnish the OWNER certificates of insurance.

ENGINEER shall require each Subconsultant to maintain the same insurance with the same endorsements in favor of OWNER, unless otherwise agreed by OWNER in writing.

General Requirements

The ENGINEER shall be responsible for insurance premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificates of insurance required above.

Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The ENGINEER shall maintain continuous coverage for the duration of this AGREEMENT and for not less than twenty-four (24) months following substantial completion of the PROJECT. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the PROJECT. The ENGINEER shall, on at least an annual basis, provide the OWNER with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, the ENGINEER shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The ENGINEER shall not commence work under this AGREEMENT until they have obtained the required insurance and until such insurance has been reviewed by the OWNER. The ENGINEER shall not allow any subconsultants to commence work until the required insurance has been obtained and approved. Approval of insurance by the OWNER shall not relieve or decrease the liability of the ENGINEER hereunder.

Insurance shall be written by a company licensed to do business in the State of Texas at the time the policy is issued and shall be written by a company with an A. M. Best rating of B+VII or better.

Certificate of Insurance and all endorsements shall read:

City of Leander

105 N. Brushy

Leander, TX 78646

Attn: City Manager

The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on the policy. It is intended that policies required in this AGREEMENT, covering both the OWNER and the ENGINEER, shall be considered primary coverage as applicable.

The OWNER shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies and if such request for deletions, revisions, or modifications are commercially available.

The ENGINEER shall not cause any insurance required under this AGREEMENT to be canceled nor permit any insurance to lapse during the term of this AGREEMENT.

The OWNER reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the OWNER based upon changes in statutory law, court decisions or the claims history of the industry as well as the ENGINEER (such adjustments shall be commercially available to the ENGINEER). If the implementation of such revised insurance coverages/limits would result in additional costs to the ENGINEER, the ENGINEER may request additional compensation from the OWNER under the provisions of Section III.

Actual losses not covered by insurance as required by this AGREEMENT shall be paid by the ENGINEER.

ENGINEER shall indemnify, defend and hold harmless the OWNER and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and

against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property to the extent caused by (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by ENGINEER or ENGINEER's agent, consultant under contract, or another entity over which ENGINEER exercises control (whether active or passive) of ENGINEER or its employees, agents or sub-contractors (collectively referred to as "ENGINEER") (ii) the failure of ENGINEER to comply with any of the paragraphs herein or the failure of ENGINEER to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. ENGINEER expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of ENGINEER, or any of its sub-contractors, as provided above, for which ENGINEER's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require ENGINEER to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of ENGINEER in performing Services under this Agreement.

For Professional Liability Claims, ENGINEER shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that ENGINEER or ENGINEER's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

OWNER and ENGINEER waive subrogation and hereby release each other, and their respective employees and officers, and representatives from liability for all damages, expenses and costs ("Costs"), to the extent, but only to the extent, that such amounts are covered by insurance proceeds actually paid and applied to the satisfaction of such Costs.

SECTION XV POLLUTANTS AND HAZARDOUS WASTES

It is understood and agreed by both parties that ENGINEER has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition ("Hazardous Conditions") present at the PROJECT as of commencement of the work on the PROJECT ("Preexisting Hazardous Conditions"), if any, and ENGINEER'S compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to such Hazardous Conditions. The parties agree that in performing the services required by the PROJECT and this AGREEMENT, ENGINEER does not take possession or control of the subject site and is not therefore responsible for the existence of any pollutant present on or migrating from the site, except for any Hazardous Conditions introduced, caused or created by ENGINEER or its

representatives or subcontractors. ENGINEER shall have no responsibility for any Preexisting Hazardous Condition during clean-up, transportation, storage or disposal activities related to those Pre-existing Hazardous Conditions, provided that ENGINEER has not acted in a way that has exacerbated any such Preexisting Hazardous Condition or increase the cost of or difficulty of removing such Preexisting Hazardous Condition and remediating the site. ENGINEER and its Representative and Subcontractors shall promptly inform OWNER of any Preexisting Hazardous Condition or other Hazardous Condition upon discovery.

SECTION XVI COMPLIANCE WITH ALL LAWS

During the performance of the services provided by this AGREEMENT and any Task Order, the ENGINEER agrees to comply, and to require its Subconsultants to comply, with all Federal, State and local laws and regulations, as well as the City's Charter as applicable to the services or the Project.

SECTION XVII CERTIFICATION OF ENGINEER

The individual(s) signing this AGREEMENT, acting as duly authorized representative(s) of the firm of ENGINEER hereby certify that neither they nor any other members of the ENGINEER'S firm which they represent have:

- A. Agreed, as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, in connection with carrying out the work to be performed under this AGREEMENT.
- B. Paid or agreed to pay as an express or implied condition for obtaining this AGREEMENT (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the work provided under the AGREEMENT.

The ENGINEER further acknowledges that this certification may be furnished to any Local, State and Federal Governmental Agencies of the United States in connection with this AGREEMENT and for portions of the PROJECT involving participation of Agency Grant funds and is subject to all applicable State and Federal laws, both criminal and civil.

SECTION XVIII ADDITIONAL PROVISIONS

During the performance of the contract, ENGINEER agrees as follows:

- A. The Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, gender, or national origin. The engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, gender or national origin.

B. The Engineer will, in all solicitations or advertisements for employees place by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

SECTION XIX MISCELLANEOUS

A. INDEPENDENT CONTRACTOR.

ENGINEER acknowledges that ENGINEER is an independent contractor of the OWNER and is not an employee, agent, official or representative of the OWNER. ENGINEER shall not represent, either expressly or through implication, that ENGINEER is an employee, agent, official or representative of the OWNER. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the ENGINEER.

B. WAIVER.

Either OWNER or the ENGINEER shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

C. NON-COLLUSION.

ENGINEER represents and warrants that ENGINEER has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the OWNER under this Agreement. ENGINEER further agrees that ENGINEER shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the OWNER pursuant to this Agreement) for any of the services performed by ENGINEER under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to ENGINEER, ENGINEER shall immediately report that fact to the OWNER and, at the sole option of the OWNER, the OWNER may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to ENGINEER under or pursuant to this Agreement.

D. FORCE MAJEURE

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes

aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

E. RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

F. SEVERABILITY

If any word, phrase, clause, sentence or provision of the AGREEMENT, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, such finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of the AGREEMENT, this being the intent of the parties in entering unto this AGREEMENT; and all provisions of this instrument are declared to be severable for this purpose.

G. CONSTRUCTION OF AGREEMENT; GOVERNING LAW

Although the AGREEMENT is substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas.

H. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to some other dispute resolution procedure. The cost thereof shall be borne equally by each Party. This AGREEMENT does not call for the parties to arbitrate any dispute arising out of or related to this AGREEMENT. No arbitration arising out of, or relating to, this AGREEMENT and any PROJECTS involving one party to this AGREEMENT may include the other party to this AGREEMENT without that other party's consent. In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

I. CONSTRUCTION DEFECT CLAIM

For any claim to which Section 2272 of the Government Code applies, Prior to commencing any legal action asserting a claim on a construction project for a construction defect, OWNER must provide ENGINEER a written report meeting the requirements of Section 2272.003 as well as an reasonable opportunity to inspect and correct pursuant to Section 2272.004.

J. NO THIRD-PARTY BENEFICIARIES

This Agreement, and any related task orders, are made solely and specifically for the benefit of the

contracting parties and its successors and assigns. Except as may be required by other law, no other Person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

K. ENGINEER'S PROJECT PURCHASES

All durable PROJECT equipment, tools, materials, etc., if any, purchased by the ENGINEER and invoiced to the OWNER shall be considered the property of the OWNER and shall be given over to the OWNER at the time of OWNER'S request or at the completion of the PROJECT.

L. FULL AND FINAL AGREEMENT

This AGREEMENT (consisting of this document and, where applicable, OWNER'S Request for Qualifications ("RFQ") which is incorporated herein by reference for all purposes to the extent that such RFQ is not inconsistent with this document and also including ENGINEER'S proposal and submittals, where applicable, to the extent that such proposal and submittals are not inconsistent with this document or the RFQ) constitutes the entire agreement of the parties concerning the subject matter hereof, and may only be amended by a written document signed by both parties. All prior and contemporaneous understandings, whether written or oral, are merged herein.

M. NOTICE

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

N. STATUTORY VERIFICATIONS

1. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 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 ENGINEER represents that neither the ENGINEER nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Landlord (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.

2. To the extent the Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, ENGINEER represents that the ENGINEER nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Landlord is a company listed by the Texas Comptroller Public Accounts under Sections

2270.0201, or 2252.153 of the Texas Government Code.

3. The ENGINEER hereby verifies that it and its parent's 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 the 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, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law: or (B) does business with a company described as by the preceding statement in

(A). The ENGINEER 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.

4. ENGINEER represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code and Chapter 2252 of the Texas Government Code. . The parties herein acknowledge that if this contract meets the requirements of Chapter 2252, this contract may be voidable if the disclosure requirements are not met.

Executed to be effective as of the 15 day of February, 2024.

OWNER: City of Leander

By: Isaac D. Turner
Isaac D. Turner
Interim City Manager

Address for Notice:

Mailing address:

City of Leander
105 N. Brushy Street
Leander, TX 78646

ENGINEER

Kimley-Horn and Associates, Inc.

By: Michael D. Lucas
Name: Michael D. Lucas
Title: Regional Contract Lead

Address for Notice:

Kimley-Horn and Associates, Inc.
10814 Jollyville Rd, Campus IV, Suite 200
Austin, TX 78759



EXECUTIVE SUMMARY 6/6/2024

AGENDA SUBJECT:

Approval of Amendment No. 1 with K Friese & Associates, LLC, for the Ronald Reagan Pump Station and Ground Storage Tank Project design (CIP W.46), for additional scope to include surge analysis, maintenance building, adjust scope for larger pump station building increasing the current contract amount by \$100,142.00, for a new total contract of \$1,657,085.00, with no extension in contract term; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Solicitation S23-005 was issued in February 2023 for the procurement of the Planning, Design and Engineering Services for the Ronald Reagan Ground Storage Tanks and Pump Station (W.46). K Friese + Associates (KFA) was selected as the most qualified firm.

To comply with Texas Commission on Environmental Quality (TCEQ) storage requirements, this project is needed to meet the volume per capita requirement. The project will create a loop and connection between the 1252 and 1255 pressure zones, and provide additional water storage capacity for the development in the east side of Leander. The ground storage tanks and the new pump station will store and distribute water directly from the BCRUA, to cover peak demands.

This amendment is to include design, bid, and construction phase services for the following items that were not included in the original scope:

- Surge Analysis
- Maintenance Building
- Adjust Scope for Larger Pump Station Building

The design costs associated with this project will need a budget amendment of approximately \$360,000.00.

HISTORY/TIMELINE:

08/03/2023 - City Council approved the original agreement.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of Amendment No. 1, in the amount of \$100,142.00, to the Agreement, for the CIP project W.46, increasing the current contract amount of \$1,556,943.00 to a new total of \$1,657,085.00, to K Friese & Associates, LLC, and authorize the City Manager to execute all necessary documents.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$100,142.00
<u>Approved in current budget (Yes / No):</u>	No
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	25-31-8625

Attachments:

1. Amendment No. 1 W.46-KFA-S23-005

CONTRACT AMENDMENT FOR PROFESSIONAL SERVICES

AMENDMENT NO. 1 TO PROFESSIONAL SERVICE AGREEMENT NO. W.46-KFA-S23-005

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

CITY OF LEANDER

W.46 - RONALD REAGAN PUMP STATION & GROUND STORAGE TANK (GST) PROJECT

A. AMENDMENT DESCRIPTION

This amendment is to include design, bid, and construction phase services for the following items that were not included in the original scope:

- Surge Analysis
- Maintenance Building
- Adjust Scope for Larger Pump Station Building

The payable increase from the original Professional Services Agreement amount of \$1,556,943.00 to \$1,657,085.00. Total amendment amount of \$100,142.00.

B. EXHIBITS ATTACHED TO THIS AMENDMENT

- K Frieze & Associates Amendment Letter – Scope of Services
- K Frieze & Associates Fee Schedule
- Subcontractor proposals

APPROVED:

CITY OF LEANDER, TEXAS

By

Todd Parton

Title City Manager

Date _____

ACCEPTED:

K FRIESE & ASSOCIATES, LLC.

By



Title Vice President

Date May 10, 2024

SCOPE OF SERVICES
RONALD REAGAN PUMP STATION & GROUND STORAGE TANK PROJECT
AMENDMENT 1

The City of Leander (City) has requested engineering design services from K Friese & Associates, LLC (KFA) for the proposed Ronald Reagan Pump Station & Ground Storage Tank (GST) project. The project includes a new booster pump station and GST to supply water to the 1127 pressure zone and San Gabriel Elevated Storage Tank project which is currently under construction. The project site is located on the east side of the intersection of Ronald Reagan Boulevard and Crystal Falls Parkway. The GST will be filled from the 1127 pressure zone via an existing 42-inch diameter water main within Ronald Reagan Boulevard. The GST is needed to provide additional storage capacity within the City water system, additional operator flexibility, and most importantly, the ability for the City to meet peak water demands that exceed the City's instantaneous flow rate from the BCRUA supply point.

This amendment is to include design, bid, and construction phase services for the following items that were not included in the original scope:

- Surge Analysis – During the preliminary design of the pump station it was determined that the facility was at high risk of experiencing damage due to surge from a pump suddenly stopping. A hydraulic transient analysis will be developed for the pump station and discharge pipeline to determine recommended appurtenances to be installed with the project for surge protection.
- Pump Station Building – The project was originally scoped for an assumed 1,800 square foot (SF) building. However, during the preliminary engineering phase it was determined that a roughly 4,800 SF building would be required. Additional effort is required for structural, MEP, and architectural code review and building design.
 - Note: The fee for the larger pump station building effort will be supplemented by original scope items that will not be used for the project. No additional funding will be required to cover the additional effort for this scope item.
- Maintenance Building – The City has requested that a 30' x 30' maintenance building be added to the scope of the project for materials storage on the facility property. This building will be designed to meet the International Building Code (IBC) and City of Leander Ordinances.

The KFA Team included in this amendment shall include the following consultants:

- Fuse Architecture Studio (Fuse) – Architectural design services
- Tsen Engineering (Tsen) – Structural design services
- Wilson & Girgenti, P.A. (WG) – Mechanical, Electrical, and Plumbing (MEP) design services
- Purple Mountain Technology Group (PMTG) – Hydraulic transient analysis

B. PHASE II – FINAL DESIGN PHASE

1. Project Management/Administration – This task includes monitoring budgets and schedules, communications, and other tasks directly associated with the project.

**SCOPE OF SERVICES
RONALD REAGAN PUMP STATION & GROUND STORAGE TANK PROJECT
AMENDMENT 1**

2. Maintenance Building Civil/Mechanical Design – KFA will layout and design a maintenance building on the facility site. The building is assumed to be roughly 30' x 30' and will be designed to meet the International Building Code (IBC) and City of Leander Ordinances.
3. Pump Station and Maintenance Building (FUSE) – Fuse will design the architecture for the larger pump station building and maintenance building. Both buildings are anticipated to be single story, metal structures with masonry infill. The buildings' architectural features will be designed to meet local development guidelines. It is assumed that the site will not require TDLR registration for Texas Accessibility Standards. It is also assumed that the building exterior for the maintenance building will match the exterior detailing and color palette developed for the pump station building from the original scope.
4. Pump Station and Maintenance Building Structural Engineering Design (TSEN) – TSEN will provide structural engineering for the larger pump station building and maintenance building.
5. Mechanical, Electrical, and Plumbing Design (WG) – WG will provide MEP design for the larger pump station building and maintenance building. Work includes plumbing, interior and exterior electrical and lighting, and HVAC design.
6. Surge Analysis (PMTG) – PMTG will develop a hydraulic transient analysis for the pump station and discharge pipeline to determine recommended appurtenances to be installed with the project for surge protection.
7. Plan Preparation – KFA will develop the following additional plan sheets to be used for public bidding and construction of the project. The sheets will be 22" x 34" and are currently estimated to include the following sheets that were not included in the original scope:

<u>SHEET TITLE</u>
<u>CIVIL/MECHANICAL</u>
MAINTENANCE BUILDING PLAN
MAINTENANCE BUILDING SECTIONS
<u>ARCHITECTURAL</u>
MAINTENANCE BUILDING FLOOR PLAN
MAINTENANCE BUILDING FIRE & LIFE SAFETY PLAN
MAINTENANCE BUILDING DOOR, WINDOW AND FINISH SCHEDULE
MAINTENANCE BUILDING REFLECTED CEILING PLAN
MAINTENANCE BUILDING ROOF PLAN
MAINTENANCE BUILDING EXTERIOR ELEVATIONS I
MAINTENANCE BUILDING EXTERIOR ELEVATIONS II
MAINTENANCE BUILDING SECTIONS
MAINTENANCE BUILDING INTERIOR AND EXTERIOR DETAILS

SCOPE OF SERVICES
RONALD REAGAN PUMP STATION & GROUND STORAGE TANK PROJECT
AMENDMENT 1

<u>SHEET TITLE</u>
MAINTENANCE BUILDING INTERIOR ELEVATIONS
<u>STRUCTURAL</u>
MAINTENANCE BUILDING FOUNDATION PLAN
MAINTENANCE BUILDING FRAMING PLAN
STRUCTURAL DETAILS I
STRUCTURAL DETAILS II
<u>PLUMBING & HVAC</u>
MAINTENANCE BUILDING POWER AND LIGHTING PLAN
MAINTENANCE BUILDING ELECTRICAL SCHEDULES
MAINTENANCE BUILDING MECHANICAL PLAN
MAINTENANCE BUILDING HVAC SCHEDULES AND DETAILS
MAINTENANCE BUILDING PLUMBING PLAN
MAINTENANCE BUILDING SUPPLY RISER
MAINTENANCE BUILDING SANITARY RISER
MAINTENANCE BUILDING PLUMBING SCHEDULES

8. Quality Assurance/Quality Control – The QA/QC task includes review of the work at various stages of progress as well as review of all materials to be submitted. Interdisciplinary reviews will be conducted with each submittal phase.
9. City of Leander Building Permitting – KFA will prepare and submit plans for review through the City permitting process for the maintenance building.

D. CONSTRUCTION PHASE SERVICES

1. Project Management/Administration – This task includes monitoring budgets and schedules, communications, and other tasks directly associated with the project.
2. Conformed Documents – KFA will incorporate addenda items in the construction plans as appropriate and reproduce and distribute the documents.
3. Submittal Reviews – KFA will maintain a log of all Contractor submittals, track review progress, review and approve submittals, and distribute submittals to the appropriate parties. For budgeting purposes, we have assumed an additional two (2) submittals.
4. Requests for Information (RFIs) – KFA will review and respond to RFIs from Contractor as related to possible conflicts and clarifications needed between plans and specifications. For budgeting purposes, we have assumed an additional two (2) RFIs.
5. Record Drawings – KFA will use the Contractor's redline as-built drawings to document as-built conditions in the final record drawings. KFA will supply the City of Leander with one set of reproducible record drawings and provide one set of record drawings in electronic format.

SCOPE OF SERVICES
RONALD REAGAN PUMP STATION & GROUND STORAGE TANK PROJECT
AMENDMENT 1

ASSUMPTIONS

1. The City has elected to remove the chemical feed building from the scope of this project. KFA will design the chemical system and provide layouts required for TCEQ permitting; however, no structural, architectural, or MEP design services are included in this scope. Additionally, no bid or construction phase services for the chemical feed system or building are included in this scope.
2. Property/Easement Metes and Bounds - It is assumed that the property for the pump station site is owned by the City of Leander and no easements or property descriptions will be required. If metes and bounds are required for any offsite easements, an amendment will be required.
3. Testing Services – The design team is not budgeted to perform materials testing during construction; this service can be added at a later date if the City requests.
4. Inspection Services – The design team will make occasional site visits to monitor construction progress but will not be performing day to day inspection of the construction.
5. It is assumed that the project will be a standard low-bid process. If the City elects to use the Competitive Sealed Proposal (CSP) method, an amendment will be required.
6. Construction phase is assumed to be 15 months in duration for budgeting purposes.
7. A single bid/construction including both the GST and pump station has been assumed.
8. Two City of Leander permitting submittals are assumed for each building permit (one initial submittal and one resubmittal).
9. Construction phase tasks have been assumed as described by the specific task. If additional effort is required beyond the assumed scope, additional services will be required.
10. No demolition is assumed for existing structures on the site. The City will be responsible for structure demolition.
11. The hours in Exhibit B are an estimate. The hours assigned are not exclusive to the Phase or Labor Category which they are assigned. The total fee will not be exceeded without prior written authorization.

MANPOWER/BUDGET ESTIMATE
CITY OF LEANDER - REAGAN PUMP STATION GROUND STORAGE TANK
AMENDMENT 1

Task		Principal	Project Manager	Deputy PM	QA/QC Engineer	Senior Engineer	Project Engineer	EIT	Senior Technician	Admin	Total Labor Hrs	Labor Cost \$					Total Subs \$	Expenses \$	Total Cost \$
		Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs									
		\$ 275	\$ 250	\$ 195	\$ 275	\$ 275	\$ 160	\$ 125	\$ 130	\$ 90									
Phase B - Final Design Phase																			
1	Project Management & Administration	1	2	4						4	11	\$1,915					\$0	\$0	\$1,915
2	Maintenance Building Design			4			8	12			24	\$3,560	\$26,432	\$7,500	\$8,000		\$41,932	\$0	\$45,492
3	Building Architecture (Fuse)			1					4		5	\$715	\$18,128				\$18,128	\$0	\$18,843
4	Building Structural Engineering Design (TSEN)			1					4		5	\$715		\$9,500			\$9,500	\$0	\$10,215
5	Mechanical, Electrical, and Plumbing Design (WG)			1					4		5	\$715					\$0	\$0	\$715
6	Surge Analysis (PMTG)			4		4					8	\$1,880				\$27,500	\$27,500	\$0	\$29,380
7	Plan Preparation	0	2	3	0	3	6	14	14	0	42	\$6,440	\$0	\$0	\$0	\$0	\$0	\$0	\$6,440
	60% Phase										0	\$0					\$0	\$0	\$0
	90% Phase		1	2		2	4	12	12		33	\$4,890					\$0	\$0	\$4,890
	100% Phase		1	1		1	2	2	2		9	\$1,550					\$0	\$0	\$1,550
8	Quality Assurance/Quality Control	2	0	0	6	2	2	0	0	0	12	\$3,070	\$0	\$0	\$0	\$0	\$0	\$0	\$3,070
	60% Design										0	\$0					\$0	\$0	\$0
	90% Design	1			4	1	1				7	\$1,810					\$0	\$0	\$1,810
	100% Design	1			2	1	1				5	\$1,260					\$0	\$0	\$1,260
9	City of Leander Permitting	0	2	4	0	0	0	0	0	0	6	\$1,280	\$0	\$0	\$0	\$0	\$0	\$0	\$1,280
	Building Permit		2	4							6	\$1,280					\$0	\$0	\$1,280
Total Final Design		3	6	22	6	9	16	26	26	4	118	\$20,290	\$44,560	\$17,000	\$8,000	\$27,500	\$97,060	\$0	\$117,350
Phase D - Construction Phase																			
1	Project Management & Administration			2							2	\$390	\$3,420		\$4,275		\$7,695	\$0	\$8,085
2	Conformed Documents			1			1	2	2		6	\$865					\$0	\$0	\$865
3	Submittal Reviews (2)			1			1	2			4	\$605					\$0	\$0	\$605
4	Requests for Information (2)			1			2	2	1		6	\$895					\$0	\$0	\$895
5	Record Drawings			1			1	2	2		6	\$865			\$1,250		\$1,250	\$0	\$2,115
Total Construction Phase		0	0	6	0	0	5	8	5	0	24	\$3,620	\$3,420	\$0	\$5,525	\$0	\$8,945	\$0	\$12,565
Amendment Totals		3	6	28	6	9	21	34	31	4	142	\$23,910	\$47,980	\$17,000	\$13,525	\$27,500	\$106,005	\$0	\$129,915

Scope Change Item	Fee
Larger Pump Station Building	\$29,773.00
Maintenance Building	\$70,762.00
Surge Analysis	\$29,380.00
Total	\$129,915
Total (w/o Larger PS Building)	\$100,142

* Funds from unused scope items will be used to cover this additional effort

ADDITIONAL SERVICE REQUEST #1 R2

February 21, 2024

PROJECT

City of Leander Reagan Pump Station and GST

Leander, Texas

Fuse Project 23-2800

OWNER

Greg Blackburn, PE

K. Friese + Associates

Associate

1120 S. Capital of Texas Highway, CityView 2, Suite 100

Austin, TX 78746

ARCHITECT

Beth Guillot, AIA, LEED AP BD+C

Principal/ Owner

Fuse Architecture Studio

1005 East St. Elmo Road Building 4

Austin, Texas 78745

Per your request, we have prepared a lean fee with limited architectural services provided.

A. SCOPE: Increased square footage from ~1,800 sf to ~4,500 sf.

- Additional scope with increased square footage – Greater design scale, code analysis, waterproofing, coordination with MEP, structural and civil engineering.

Clarifications from original scope –

- Building design – elevations, RFP and roof plan – (1) Option with (1) revision
- Proposed materials similar to the reference set (research for new alternative materials not included)
- Standard building details included (specialty details excluded)
- Material & system substitutions in CA excluded

ASR #1-A: Increased SF									
		PIC		Sr. PM		PA		Admin	
	2024 Hourly Rates	\$252		\$210		\$173		\$105	
1	PIC coordination	8	\$2,016						\$2,016
2	60% CD			8	\$1,680	24	\$4,152		\$5,832
3	90% CD			8	\$1,680	24	\$4,152		\$5,832
4	100% IFC			8	\$1,680	16	\$2,768		\$4,448
TOTAL									\$18,128

B. SCOPE: New ~900 sf Maintenance Building

- Develop architectural: Reflected ceiling plan, roof plan, elevations, (plans and elevations (1) option with (1) revision included – additional options will be an hourly add service)
- (1) Building Section
- Provide Architect of Record design services
- Perform code research and publish code analysis
- Deliverables 60%, 90%, 100% submittals (plans, specifications, OPCC) – (1) QA/QC Review included for each phase

Construction Administration Services (limited)

- Prepare responses to architectural RFIs and provide clarifications
- Review architecture submittals only – (1) review and (1) revision

NOTE: Fee based on the new Maintenance Building being included in the overall Contract Documents set and will be submitted for TAS review and permitting with the Pump Building Submittal.

Excluded for new building - reference from Pump Station Building:

- Floor plan from K. Friese
- Standard details
- Wall Sections
- Specifications for architectural materials
- Interior & Exterior Palette – (1) scheme and (1) revision
- Material & system substitutions in CA excluded

ASR #1-B: New ~900 SF Maintenance Building

		PIC		Sr. PM		PA		Admin		
	2024 Hourly Rates	\$252		\$210		\$173		\$105		
1	PIC coordination	8	\$2,016							\$2,016
2	60% CD			8	\$1,680	40	\$6,920		\$0	\$8,600
3	90% CD			8	\$1,680	40	\$6,920		\$0	\$8,600
4	100% IFC			8	\$1,680	32	\$5,536		\$0	\$7,216
5	Construction Admin	2	\$504	4	\$840	12	\$2,076		\$0	\$3,420

TOTAL \$29,852

C. ~~SCOPE: New ~1,000 sf Chemical Building~~

- ~~Develop architectural: Reflected ceiling plan, roof plan, elevations, (plans and elevations (1) option with (1) revision included – additional options will be an hourly add service)~~
- ~~(1) Building Section~~
- ~~Provide Architect of Record design services~~
- ~~Perform code research and publish code analysis~~
- ~~Deliverables 60%, 90%, 100% submittals (plans, specifications, OPCC) – (1) QA/QC Review included for each phase~~

NOTE: Fee based on the new Chemical Building being included in the overall Contract Documents set and will be submitted for TAS review and permitting with the Pump Building Submittal.

Excluded for new building - reference from Pump Station Building;

- Floor plan from K. Frieze
- Standard details
- Wall Sections
- Specifications for architectural materials
- Interior & Exterior Palette – (1) scheme and (1) revision
- Material & system substitutions in CA excluded

ASR #1-C: New ~1,000 SF Chemical Building

		PIC		Sr. PM		PA		Admin		
	2024 Hourly Rates	\$252		\$210		\$173		\$105		
1	PIC coordination	8	\$2,016							\$2,016
2	60% CD			8	\$1,680	40	\$6,920		\$0	\$8,600
3	90% CD			8	\$1,680	40	\$6,920		\$0	\$8,600
4	100% IFC			8	\$1,680	32	\$5,536		\$0	\$7,216

TOTAL \$26,432

ASR #1-A: Increased SF \$18,128

ASR #1-B: New ~900 SF Maintenance Building \$29,852

~~ASR #1-C: New ~1,000 SF Chemical Building \$26,432~~

~~TOTAL \$74,412~~

Revised Total = \$47,980 *Bg* 04.10.2024

Additional Services: (Not included in fee and proposal can be provided upon request)

- Separate Document Sets for 2 new buildings.
- Scope beyond scope shown above.
- All Engineering.
- Landscape Architecture.
- IT/ AV/ Security Design.
- Value Engineering.
- Inspections and Material Testing.
- As-Built Documents.
- Finish Boards.
- Detailed Cost estimates.
- Color renderings.
- Furniture, fixtures and equipment.
- Additional design meetings not included in the Basic Scope of Services.
- Additional design deliverable submissions not included in the Basic Scope of Services.
- LEED and/or WELL design strategies, goals and documentation.
- Research for alternative building materials and systems at variance with the reference set
- Additional Building Design Options
- Specialty building details

Please review and let us know if you have any questions.

Sincerely,



Beth Guillot, AIA, LEED AP BD+C, Principal/ Owner

Accepted by Client:

Greg Blackburn, PE

K. Frieze + Associates

Date:

cc. Paul Meyer – Fuse Architecture Studio, Lane Hicks - Fuse Architecture Studio, Nick Angelo - Fuse Architecture Studio



210 Barton Springs Rd. Ste. 250 Austin, TX 78704 ■ (512) 474 - 4001

02/28/2024

Greg Blackburn, PE
Associate
K Friese + Associates
9821 Katy Freeway, Memorial City Place, Suite 225
Houston, Texas 77024

512.338.1704
gblackburn@KFriese.com

Re: Proposal – Additional Service: New Maintenance and Chemical Buildings and Larger Pump Station Building
Leander Reagan PS GST, Leander, Texas
Tsen Project # 9230024

Dear Mr. Blackburn,

The requested additional services to the original proposal for the subject project are described as follows:

1. **New Maintenance Building** of approximately 900 sf (~30'x30'). The structural system for this building will consist of pre-engineered metal frames and pre-engineered roof framing designed by others. We are anticipating the foundation system to be slab on grade with stiffening concrete grade beams. The exterior walls are to be non-loadbearing CMU walls.
2. **New Chemical Building** of approximately 1,050 sf (~30'x35'). The structural system for this building will consist of pre-engineered metal frames and pre-engineered roof framing designed by others. We are anticipating the foundation system to be slab on grade with stiffening concrete grade beams. The exterior walls are to be non-loadbearing CMU walls.
3. **Larger new pump station building** from 1,800 sf (assumed in original proposal) to 5,400 sf (~60'x90')

We propose to provide the additionally requested services on an hourly basis and propose the 'Unit Cost Time Charges' of the subcontract be increased by ~~\$25,000.00~~ from \$30,210.00 to ~~\$55,210.00~~.

\$17,000

\$47,210

Unit Cost Increased Per Building

Larger New Pump Station Building:	\$9,500.00
New Maintenance Building:	\$7,500.00
New Chemical Building:	\$8,000.00

Total Unit Increased Cost ~~\$25,000.00~~

Revised Total = \$17,000

If this proposal is acceptable, please sign and return a copy to our office. Signature also acknowledges and accepts the terms and conditions set forth in the original proposal. We appreciate your consideration and look forward to working with you.

Sincerely,
Tsen Engineering



Stephanie Tsen, PE
President

Accepted by:
K Friese + Associates

Name:
Date:



PROJECT FEE PROPOSAL

City of Leander – Ronald Reagan Storage Tank and Pump Station – Maintenance Building Additional Services

Date: 1/17/2024

Design Professional Firm:

Wilson & Girgenti, PA
3550 N. Lakeline Blvd.
Ste. 170-1820
Leander, TX 78641
TX TBPE Firm # 19701

Services Performed For:

Mr. Greg Blackburn, P.E.
Associate
K. Frieze + Associates
1120 S. Capital of Texas Hwy, CityView 2,
Suite 100
Austin, TX 78746
gblackburn@kfrieze.com
Office: 512.338.1704

Scope and Intent of MEP Services:

To provide additional MEP engineered construction design documents and construction administration services to construct a new maintenance building at the Ronald Reagan Storage Tank and Pump Station.

MEP Scope of Services as Follows:

1. Mechanical (HVAC) Design Services include:
 - A. Provide ventilation and freeze protection (heat) design specifications for the maintenance building. No air conditioning is anticipated to be required.
 - B. Coordinate exhaust fan locations with the architect and structural engineer. Interlock exhaust fans with outside air intake louvers to provide cross-ventilation. Provide 10-second delay relay.
 - C. Coordinate electric heater locations within the maintenance building to provide freeze protection.
 - D. Provide division 23 book specifications, general notes and details.
 - E. Provide 2021 IECC COMcheck for new mechanical & plumbing equipment specified.
2. Electrical Design Services include:
 - A. Provide interior building general power and lighting design services.
 - B. Coordinate with mechanical and plumbing designers to provide power to exhaust fans and heaters for freeze protection.
 - C. Provide interior building and exterior wall-mounted light fixtures. Coordinate with architect to specify lighting fixtures appropriate for the spaces. Provide parking lot site lighting (not landscape lighting) as required.

- D. Coordination with PEC to bring power to the site shall be provided by JRSA. JRSA to also design and specify the emergency generator and all associated generator power and controls.
 - E. WG shall provide a single interior panel to accommodate MEP equipment specified herein and coordinate with JRSA for electrical service to the maintenance building.
 - F. Provide division 26 book specifications, general notes and details.
 - G. Provide interior and exterior 2021 IECC lighting COMcheck.
3. Plumbing Design Services include:
- A. Provide domestic water, sanitary and vent for any plumbing fixtures and drains within the building to 5 feet outside of the building. Vents shall be through roof.
 - B. Provide hose bibb where required within the maintenance building and exterior of the building.
 - C. Provide eyewash station, if required, with tepid water.
 - D. Provide utility station with water supply and hose rack where required.
 - E. Provide hot water heater as needed for plumbing fixtures and to provide tepid water for eye wash station, if required.
 - F. Provide duplex grinder pump, if required, to lift sanitary out of maintenance building to 5 feet outside the building for Civil to connect.
 - G. Provide division 22 book specifications, general notes and details.
4. Our MEP design scope of work includes providing deliverable phase/submissions: 30% with PER, 30% plans, OPCC, and 60%, 90% and 100% with plans, specs and OPCC at each issue. We anticipate attending a maximum of one virtual design team meeting per month within the 13-month design schedule with review meetings at each design phase, total of 4.
5. Our MEP bidding and construction administration scope of work includes providing revised plans to address City of Leander review comments, responding to bidder questions, MEP submittal reviews, and responding to MEP RFI's. We anticipate the bidding phase duration to be 3 months and construction duration to be 15 months. We shall participate in a pre-construction team meeting, attend periodic virtual construction meetings, and provide a maximum of 3 observation/site visits during the construction phase to review the MEP scope installation.
6. Certified record drawings and electronic copies in CAD and PDF formats, will be provided upon building certificate of occupancy. We shall provide Engineers Concurrence Letter, if required, at the end of the project, for MEP-related items.

Excluded Services:

- 1. Design of any MEP alternates shall be considered an additional service.
- 2. Design of scope of work not stated within this fee proposal.
- 3. Additional design meetings not included in the Scope of Services.
- 4. Additional deliverable submissions not included in the Scope of Services.
- 5. Architectural drawings, Civil engineered drawings. Geotechnical survey/report.
- 6. Water and sanitary design services greater than 5 feet outside of the pump building.
- 7. Site drainage for exterior of buildings.
- 8. Solar power, septic, and propane systems design.
- 9. Site utility provisions.
- 10. Landscape lighting.
- 11. Emergency generator/UPS design services.
- 12. Building energy operating or life cycle cost analysis.

13. Energy modeling services.
14. Design of telecommunications systems including data, telephone, security, sound (audio visual, sound masking, etc...), electronic data, computer system cabling, or any low-voltage system.
15. Design of new pumps, instrumentation and controls diagrams for specialty water treatment equipment to be provided by JRSA/Process Mechanical/Process Electrical.
16. Start-up assistance and one-year warranty inspection.

Fee Arrangement:

MEP 30% PER, plans, OPCC, weekly mtgs, phase meeting:	\$1,700.00
MEP 60% plans, specs, OPCC, weekly mtgs, phase meeting:	\$2,100.00
MEP 90% plans, specs, OPCC, weekly mtgs, phase meeting:	\$2,100.00
MEP 100% plans, specs, OPCC, weekly mtgs, phase meeting:	\$2,100.00
MEP Bidding phase, pre-bid conference, addendums, questions:	\$1,275.00
MEP CA phase, submittals, RFI's, periodic meetings, max 3 sv's + report:	\$3,000.00
MEP Record Drawings:	\$1,250.00
Total Fee for MEP Services:	\$13,525.00

Additional Services:

All additional services beyond the initial scope shall be billed at an hourly rate:

Partner	\$ 250.00/hour
Principal	\$ 225.00/hour
Senior Project Manager	\$ 200.00/hour
Project Manager/Sr. Designer	\$ 175.00/hour
Designer/BIM Manager	\$ 150.00/hour
Administration	\$ 100.00/hour

Information Provided by Client

1. Project CAD files.

THIS SPACE INTENTIONALLY LEFT BLANK



AGREEMENT

We sincerely appreciate this opportunity, and we are looking forward to working with you again. The terms and conditions at the end of this proposal are a part of this agreement. Your signature below indicates acceptance of this proposal and the terms and conditions. If you have any questions, please do not hesitate to contact us at your earliest convenience.

Prepared by:

Melissa Coad, P.E., LEED AP, Principal

(printed name/title)

Offered by:

Melissa Coad, P.E.01/17/2024

(signature)(date)

Melissa Coad, P.E., LEED AP, Principal

(printed name/title)

Wilson & Girgenti, PA

(Name of Design Professional Firm)

Accepted by:

(signature)(date)

(printed name/title)

(Name of Client)

THIS SPACE INTENTIONALLY LEFT BLANK

COL RONALD REAGAN MAINTENANCE BLDG - PROPOSED HOURLY TASK SUMMARY - WILSON & GIRGENTI - 2024-01-17				
EMPLOYEE + TITLE	DELIVERABLE	HOURLY RATE	HOURS WORKED	COST
Melissa Coad, P.E.; Principal	30% PER, plans, OPCC, weekly mtgs, phase meeting	\$225.00	4	\$900.00
Kat Howell, Sr. Elec. Designer	30% PER, plans, OPCC, weekly mtgs, phase meeting	\$200.00	4	\$800.00
Pete Anaya, Sr. Plbg. Designer	30% PER, plans, OPCC, weekly mtgs, phase meeting	\$200.00	0	\$0.00
			PHASE TOTAL	\$1,700.00
Melissa Coad, P.E.; Principal	60% plans, specs, OPCC, weekly mtgs, phase meeting:	\$225.00	4	\$900.00
Kat Howell, Sr. Elec. Designer	60% plans, specs, OPCC, weekly mtgs, phase meeting:	\$200.00	4	\$800.00
Pete Anaya, Sr. Plbg. Designer	60% plans, specs, OPCC, weekly mtgs, phase meeting:	\$200.00	2	\$400.00
			PHASE TOTAL	\$2,100.00
Melissa Coad, P.E.; Principal	90% plans, specs, OPCC, weekly mtgs, phase meeting:	\$225.00	4	\$900.00
Kat Howell, Sr. Elec. Designer	90% plans, specs, OPCC, weekly mtgs, phase meeting:	\$200.00	4	\$800.00
Pete Anaya, Sr. Plbg. Designer	90% plans, specs, OPCC, weekly mtgs, phase meeting:	\$200.00	2	\$400.00
			PHASE TOTAL	\$2,100.00
Melissa Coad, P.E.; Principal	100% plans, specs, OPCC, weekly mtgs, phase meeting:	\$225.00	4	\$900.00
Kat Howell, Sr. Elec. Designer	100% plans, specs, OPCC, weekly mtgs, phase meeting:	\$200.00	4	\$800.00
Pete Anaya, Sr. Plbg. Designer	100% plans, specs, OPCC, weekly mtgs, phase meeting:	\$200.00	2	\$400.00
			PHASE TOTAL	\$2,100.00
Melissa Coad, P.E.; Principal	Bidding phase, pre-bid mtg, addendums, questions	\$225.00	3	\$675.00
Kat Howell, Sr. Elec. Designer	Bidding phase, pre-bid mtg, addendums, questions	\$200.00	2	\$400.00
Pete Anaya, Sr. Plbg. Designer	Bidding phase, pre-bid mtg, addendums, questions	\$200.00	1	\$200.00
			PHASE TOTAL	\$1,275.00
Melissa Coad, P.E.; Principal	CA phase, submittals, RFI's, periodic mtgs, max 3 sv's	\$225.00	8	\$1,800.00
Kat Howell, Sr. Elec. Designer	CA phase, submittals, RFI's, periodic mtgs, max 3 sv's	\$200.00	6	\$1,200.00
Pete Anaya, Sr. Plbg. Designer	CA phase, submittals, RFI's, periodic mtgs, max 3 sv's	\$200.00	0	\$0.00
			PHASE TOTAL	\$3,000.00
Melissa Coad, P.E.; Principal	Record Drawings	\$225.00	2	\$450.00
Kat Howell, Sr. Elec. Designer	Record Drawings	\$200.00	2	\$400.00
Pete Anaya, Sr. Plbg. Designer	Record Drawings	\$200.00	2	\$400.00
			PHASE TOTAL	\$1,250.00
			GRAND TOTAL	\$13,525.00



Elevating flow solutions to new heights™

Client:

K Friese & Associates

**Proposal for City of Leander Reagan Pump Station Surge
Analysis, PM-54 Rev. 3**

April 10, 2024

Proposal for City of Leander Reagan Pump Station Surge Analysis, PM-54
Rev. 3

Client:

K Friese & Associates



Prepared by:

Ben Keiser, Project Manager & Senior Consulting Engineer

Date:

April 10, 2024



2955 Professional Place Suite 321

Colorado Springs, CO, 80904, USA

(719) 687-9145

Introduction

K Friese & Associates (K Friese) has requested that Purple Mountain Technology Group (PMTG) perform a surge analysis for the Reagan Pump Station and pipeline to the St. Gabriel Elevated Storage Tank (EST) for the City of Leander. There are two phases for this project that PMTG will be analyzing.

- Phase 1
 - 1-2 pumps operating with one pump on standby
 - Single pipeline from pump station to St. Gabriel EST
- Phase 2
 - 2-4 pumps operating with 1-2 pumps on standby
 - Parallel pipeline has been installed and is operational
 - 2nd Ground Storage Tank (GST) for Reagan Pump Station has been installed and is operational

In addition, K Friese has requested PMTG to perform a surge analysis for a valve closure scenario for a piping system that is connected to the Reagan Pump Station to St. Gabriel EST pipeline, but is hydraulically isolated. For this system, the Brushy Creek Regional Utility Authority (BCRUA) treats and supplies water to partner cities. The City of Leander is one of the partner cities. The Reagan Pump Station receives flow from the BCRUA pipeline into the Reagan GSTs. The BCRUA controls flow to the Reagan Pump Station through a control valve. The surge analysis will evaluate the closure of this particular control valve.

Scope of Work

PMTG will develop two (2) separate transient hydraulic models in AFT Impulse.

The first model will be for the Reagan Pump Station and pipeline to the St. Gabriel Elevated Storage Tank. Initially, only a pump trip scenario was requested. After PMTG discussions with K Friese & Associates, PMTG recommends a few additional scenarios to be analyzed as there are many other scenarios in which potentially problematic waterhammer events can occur. PMTG recommends the following scenarios to be analyzed below:

- **Phase 1:**
 - All Pumps Trip
 - One Pump Trips while Others Continue to Operate
 - All Pumps Start at the Same Time
 - One Pump Starts while Others Currently Operating
- **Phase 2:**
 - All Pumps Trip
 - One Pump Trips while Others Continue to Operate
 - All Pumps Start at the Same Time
 - One Pump Starts while Others Currently Operating

The second model will evaluate the piping with the control valve that regulates flow into the Reagan Pump Station GSTs that receives flow from the BCRUA pipeline.

PMTG will provide a brief summary report, 20 – 30 pages in length, to document model development, assumptions, and results.

Assumptions

1. No heat transfer
2. Constant fluid properties
3. Entire system wet (100% liquid full)
4. If cavitation exists, AFT Impulse is limited in its ability to model sustained two-phase flow situations. The accuracy of the results will be reduced when sustained two-phase flow conditions exist.
 - a. **Transient force calculations have not been requested and will not be calculated in this project.** However, if they are requested later, note that transient force calculations are not reliable if the presence of cavitation exists.

Any additional assumptions that are necessary to be made will be advised to the client and documented in the report.

Data Required from Client

1. Fluid properties
 - a. Density
 - b. Viscosity
 - c. Bulk Modulus of Elasticity for the Fluid
 - d. Vapor Pressure
2. Piping details
 - a. Material
 - b. Nominal Diameter
 - c. Schedule or Type
 - d. Wall Thickness
 - e. Inner Diameter
 - f. Bulk Modulus of Elasticity for the Pipe
 - g. Poisson Ratio
 - h. Piping Restraint to be Used
 - i. Length
 - j. Elevation Profile
 - k. Fittings such as elbows, area changes (conical with angle or abrupt), orifice plates, etc.
3. Component specifications
 - a. Pumps
 - i. Pump Total Dynamic Head (TDH) vs. Volumetric Flow curves
 - ii. Pump NPSHR vs. Volumetric Flow Curves
 - iii. Pump Power vs. Volumetric Flow Curves
 1. Density of Pump Test Fluid
 - iv. Pump Efficiency vs. Volumetric Flow
 - v. Rated Pump Speed
 - vi. Total Rotating Inertia of the Pump, Motor, and Entrained Fluid
 - b. Valve characteristics
 - i. Fully Open Cv Value
 - ii. Characteristic Curve (Cv vs. Open %)
 - c. Check valve characteristics
 - i. Fully Open Cv Value
 - ii. Forward Flow Velocity to Close Valve

1. Flow will be negative if reverse flow is required to close valve
- iii. Pressure Drop Across Valve to Re-Open Valve
- iv. Characteristic Curve (Cv vs. Open %)
- v. Time it takes for valve opening & valve closing
- d. Flow meter details
 - i. K factor or flow area with discharge coefficient
4. Ground Storage Tank & Elevated Storage Tank Details
 - a. Liquid Levels, Liquid Surface Pressures (0 psig if open to atmosphere), Elevation of Pipe Connections

This list is exhaustive as much as possible. However, as more information is learned about the system, additional input information may be required. ***This proposal is based upon all data being provided from the client to PMTG. i.e., if data is needed for bulk modulus of elasticity of the piping as an example, this proposal does NOT include time it takes for PMTG to research the data. The entire proposal is based upon all necessary data being provided to PMTG.***

Deliverables

PMTG will provide a summary report, 20 – 30 pages in length, to document the model development, assumptions, results, etc.

Project Cost

A total project cost (lump sum) of \$27,500 is proposed for all work performed by PMTG within the scope outlined herein, as shown below.

Task	Cost (\$)
Build Surge Models (2 Separate Models)	\$6,600
Evaluate Multiple Operational Scenarios	\$13,200
Draft & Finalize Report	\$5,500
QA/QC	\$2,200
TOTAL	\$27,500

All additional time required for out-of-scope work shall be billed at an additional hourly rate of \$220 per hour. PMTG must receive written approval from the client prior to performing out-of-scope work.

Payment will be due 30 days from invoice date.

Schedule

The overall project can be completed in approximately 9 weeks from the start date assuming receipt of purchase order and all required data from client.

This estimated schedule is contingent on a timely response to all inquiries and a timely delivery of all required data.

Client: K Frieze & Associates

Project: Proposal for City of Leander Reagan Pump Station Surge Analysis, PM-54, Rev 3

Date of Proposal: April 10, 2024

Page 5 of 5



Expiration

This quotation is valid for 14 days.

References

1. Emails between Max Wallack (K Frieze) and Ben Keiser (PMTG) starting in October 2023.



EXECUTIVE SUMMARY
6/6/2024

AGENDA SUBJECT:

Approval of an updated Water Conservation Plan and associated Water Conservation Plan Adoption Ordinance.

BACKGROUND:

The Texas Water Development Board requires public water utilities like the City of Leander to establish a local water conservation plan and update it every five (5) years. Plans should promote efficient use of water, as well as establish consumption goals and conservation strategies. Leander's current plan was last updated in 2019.

Leander's proposed water conservation goals for the updated plan are to reduce consumption by two (2%) percent by 2029 and another two (2%) percent by 2034. The gallons per capita per day (GPCD) five (5)-year average consumption between 2014-2019 and 2019-2023 increased by nine (9%) percent from 109 to 119 GPCD. This was primarily due to high consumption in 2019 and 2020 (166 and 122 GPCD, respectively), after which, average consumption decreased to 102 GPCD due to increased water restrictions and additional conservation education efforts.

Year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Annual Average GPCD	104	112	111	108	111	166	122	100	96	109

Updates to the proposed City of Leander conservation plan include population, number of service connections, water use statistics, treatment plant production, elevated and ground storage tank capacities, water loss information, and a recently updated drought contingency plan.

HISTORY/TIMELINE:

The initial Water Conservation Plan was adopted in December 2002 and updated in 2007, 2009, 2014, and 2019.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends and respectfully requests approval of the updated Water Conservation Plan and associated Water Conservation Plan Adoption Ordinance.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Ordinance Adopt Water Conservation Plan
2. 2024 Leander Water Conservation Plan_FINAL
3. 2024 Leander Water Conservation Plan_Redline

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ADOPTING A WATER CONSERVATION PLAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS

WHEREAS, water is a scarce resource and the City of Leander, Texas (the “City”) desires to continue to implement water conservation planning to help ensure adequate water supply for the current and future population of the City;

WHEREAS, the City of Leander Water Conservation Plan is designed to promote and maintain efficient use of water for the City and its water utility customers;

WHEREAS, the purpose of the Water Conservation Plan is to establish short and long-term consumption goals and develop implementation strategies and processes for achieving these goals in accordance with 30 TAC Chapter 288; and

WHEREAS, the adoption of the Water Conservation Plan is reasonable and necessary for the public health, safety, and welfare;

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

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

Section 2. Water Conservation Plan Adopted. The City of Leander Water Conservation Plan attached hereto as Exhibit “A” is hereby adopted.

Section 3. Severability. If any provision of this Ordinance is illegal, invalid, or unenforceable under present or future laws, the remainder of this Ordinance will not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid, and enforceable will be added to this Ordinance.

Section 4. Effective Date. This Ordinance will become effective upon its adoption, passage by the City Council in accordance with the procedures on the date of passage as required and publication as required by law.

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

PASSED AND APPROVED this ____ day of _____, 2024.

CITY OF LEANDER, TEXAS

BY: _____
Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

EXHIBIT A
Water Conservation Plan

CITY OF LEANDER, TEXAS

WATER CONSERVATION PLAN

PREPARED FOR:

CITY OF LEANDER



PREPARED BY:



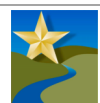
MAY 2024

TABLE OF CONTENTS

Section 1.0	Introduction and Utility Profile	1
1.1	Introduction	1
1.2	Utility Profile	1
Section 2.0	Water Conservation Plan Requirements	2
2.1	Record Management System	2
2.2	Specific, Quantified Five- and Ten-Year Targets	2
2.3	Measuring and Accounting for Diversions	3
2.4	Universal Metering	3
2.5	Measures to Determine and Control Water Loss	3
2.6	Continuing Public Education & Information	3
2.7	Non-Promotional Water Rate Structure	3
2.8	Reservoir Systems Operations Plan	4
2.9	Enforcement Procedure and Plan Adoption	4
2.10	Coordination with the Regional Water Planning Groups	4
2.11	Plan Review and Update	4
2.12	Leak Detection and Repair	4
2.13	Contract Requirements	4
Section 3.0	Additional Conservation Strategies	5
3.1	Conservation Program Manager	5
3.2	Conservation Water Rate Structure	5
3.3	Wastewater Reuse Program	5
3.4	Method for Monitoring Effectiveness	5
Section 4.0	Drought Contingency Plan	5
4.1	Phase 1 – Base Conditions	5
4.2	Phase 2 – Water Use Reduction	6
4.3	Phase 3 – Water Emergency	7
4.4	Phase 4 – Critical Water Conditions and/or Water System Failure	7
4.5	Initiation and Termination Procedures	8
4.6	Variances and Enforcement	8
4.7	Measures to Inform and Educate the Public	9

APPENDICES

- Appendix A: Water Conservation Utility Profile
- Appendix B: Water Rate Structure
- Appendix C: Water Conservation and Drought Contingency Plan
- Appendix D: Regional Water Planning Group Notification
- Appendix E: Water Conservation Plan Adoption Ordinance



Section 1.0 Introduction and Utility Profile

1.1 Introduction

The City of Leander Water Conservation Plan is designed to promote and maintain efficient use of water for the City and its water utility customers. The purpose of the Water Conservation Plan is to establish short and long-term consumption goals and develop implementation strategies and processes for achieving these goals in accordance with 30 TAC Chapter 288.

1.2 Utility Profile

A copy of the latest Water Conservation Plan Annual Report is included as Appendix A.

Service Area Data and Population

The City of Leander water service area includes the City and portions of its Extra Territorial Jurisdiction, encompassing approximately 75 square miles. Approximately 13% of the service area is located within northern Travis County with the remainder located within Williamson County. The major watersheds within the service area include San Gabriel and Colorado River. The majority of service connections within the water system are residential, approximately 95% single family and 3.1% commercial connections. The remaining connections are split between multi-family (0.4%), institutional uses (0.7%), and reuse (<0.0%).

The official U.S. Census population count for the City of Leander in 2020 was 59,202. The current (end of 2023) population estimate for the City is 94,218, an increase of approximately 59%.

Water System

The key water use statistics for 2019 through 2023 are provided in Table 1. Average per person usage is given in gallons per capita per day (GPCD) and average and peak daily water demand is given in MGD. The peak day to average day ratio varies from 1.69 to 1.87, meaning that peak day demand is slightly less than twice the average demand.

Table 1: Municipal Water Demand 2019-2023

Year	2019	2020	2021	2022	2023
Peak GPCD	311	215	170	155	199
Annual Average GPCD	166	122	100	96	109
Peak Day (MGD)	15.29	16.79	14.74	20.46	18.74
Average Day (MGD)	8.16	9.50	8.66	11.01	11.07
Peaking Factor	1.87	1.76	1.70	1.86	1.69

The current water supply source for the City is a contract amount obtained from Lake Travis managed by the Lower Colorado River Authority (LCRA). The water is treated at the Sandy Creek Water Treatment Plant managed by the City of Leander, or at the Brushy Creek Regional Utility Authority (BCRUA) Water Treatment Plant, which provides water to the Cities of Round Rock and Cedar Park in addition to the City of Leander. The Sandy Creek Water Treatment Plant has a design capacity of 12 million gallons per day (MGD), and the Brushy Creek Regional Utility Authority (BCRUA) WTP supplies up to 15.17 MGD to Leander. The City system has a design storage capacity of 6.68 million gallons with 4.68 million gallons serving as elevated storage on the various pressure planes. Additionally, the City is under construction on one new tank that will add an additional 1.25 million gallons of elevated storage by mid-2024.

Wastewater System

The wastewater system is currently operated by the City of Leander and includes approximately 27,247 connections. Wastewater treatment is provided by the Leander Wastewater Treatment Plant (City operated, permitted design capacity of 2.25 MGD), Travisso Water Reclamation Plant (City operated, permitted design capacity of 0.52 MGD), and the Brushy Creek Regional Wastewater System (BCRWWS) Treatment Plant (Leander capacity of 4.23 MGD in this facility). The BCRWWS treatment plant is regional and



provides treatment facilities for the Cities of Leander, Round Rock, Cedar Park, Austin, and two Municipal Utility Districts.

Section 2.0 Water Conservation Plan Requirements

The City of Leander Water Conservation Plan contains measures to positively impact both water system operations as well as water use and promote responsible water use behavior. The purpose of the Water Conservation Plan is to develop and implement conservation programs that will:

- a. Reduce peak day water demand
- b. Reduce water loss and water waste
- c. Decrease per capita day consumption
- d. Reduce real and apparent water losses
- e. Maintain the community's quality of life while continuing to enhance economic growth
- f. Prevent the pollution of ground and surface water sources

2.1 Record Management System

The record management system is outlined in Leander's utility profile in Appendix A. The utility profile classifies water sales and uses in the most detailed level of water use data currently available, including residential (single and multi-family), commercial, institutional, and reuse.

2.2 Specific, Quantified Five- and Ten-Year Targets

Total GPCD includes both the residential and non-residential usage making it difficult to identify and quantify the impact that conservation and changes in residential usage patterns have on the Total GPCD. To determine these impacts, the Residential GPCD was also determined for comparative purposes and goal determination. The Total GPCD water use for the 2023 calendar year was 109 GPCD. The Residential GPCD for 2023 was 87 GPCD and the water loss was 8 GPCD. In 2023, the City of Leander used a total of approximately 4 billion gallons of water with the population estimated at 94,218. The average water loss over the last 5 years was 10% compared to 14% for the previous 5-year average. The City of Leander has utilized some of the strategies outlined in AWWA's Manual: *M36 Water Audits and Loss Control Programs*. For instance, the City has installed automatic meter reading (AMR) meters which results in earlier detection of potential water loss connections. In 2023, AMR meters made up 56% of the city's total meters. The need to reduce water use to provide a sustainable water supply is of great importance as droughts have continued to plague the local region. The five year and ten-year targets are summarized in Table 2.

Table 2: Water Conservation Plan Goals

	Historic 5-year Average	5-year Goal Year 2029	10-year Goal Year 2034
Total GPCD	119	117	115
Residential GPCD	84	82	80
Water Loss (GPCD)	11	10	9
Water Loss Percentage	10%	10%	8%

The equations used to determine the criteria above are:

$$\text{Total GPCD} = \frac{\text{Total Gallons in System}}{365 * \text{Retail Population}}$$

$$\text{Residential GPCD} = \frac{\text{Gallons Used for Residential Use}}{365 * \text{Residential Population}}$$

$$\text{Water Loss GPCD} = \frac{\text{Total Water Loss}}{365 * \text{Retail Population}}$$

$$\text{Water Loss Percentage} = \frac{100 * \text{Total Water Loss}}{\text{Total Gallons in System}}$$



2.3 Measuring and Accounting for Diversions

The City of Leander's water supply is provided by two water treatment plants managed by the City of Leander and through the BCRUA system. Each entity is responsible under contract for the proper calibration and annual adjustment of water supply meters for their respective water sources.

Water meters are purchased by the City and maintained and read monthly by city staff. City policy is to purchase AWWA approved meters which record with a less than 5 percent error rate.

2.4 Universal Metering

The City of Leander maintains logs for meter calibration, meter testing and meter replacement. The City policy is to replace aging meters as issues are identified or at the request of a customer. Currently, the City replaces old meters and connections with Automatic meter reading (AMR) meters.

2.5 Measures to Determine and Control Water Loss

To implement the goals and conservation plan, the city will conduct annual calibration testing on all finished water supply meters. In addition, replacement of water lines found to be leaking or are in generally poor condition will be completed as quickly as practical to ensure minimal water loss. Monthly water audits will be conducted to determine the water loss.

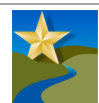
The City of Leander has experienced water loss (expressed as the percentage of the difference between water usage billed and water pumped to total water pumped) averaging 10% over the last five years. The average water loss in 2023 was 8%. To determine and control this unaccounted-for water loss, the City of Leander shall conduct periodic visual inspections along the distribution line routes, annual audits of the water system to determine potential loss due to illegal connections and proper accounting for loss due to flushing and firefighting. The City will begin installing Advanced Metering infrastructure in late 2024. Previously, and through 2023, the City installed AMR smart meters which allowed for faster reading of meters, resulting in earlier detection of potential water loss locations. AMR meters are currently installed for all new connections and when old meters are replaced. The City has installed 597 meter swap service orders in 2023 which increased the amount of AMR meters to 16,698 out of the city's 29,919 meters. In effect, AMR meters make up 56% of the city's total meters.

2.6 Continuing Public Education & Information

The city will periodically provide the public with information about the drought contingency plan, including information about the conditions under which each phase of the plan is to be initiated or terminated and the drought response measures to be implemented in each phase. This information is provided by means of press releases, brochure distribution, displays, exhibits, presentations, community events, updates on the City's website, trailer-mounted message boards, and social media campaigns. In addition, the initial process for enforcement of the City's Drought Contingency Plan is to send a warning letter to the resident with an explanation of the violation.

2.7 Non-Promotional Water Rate Structure

The City of Leander uses a cost-based water rate structure that includes a uniform volumetric charge and does not promote the excessive use of water. All water customers in the City of Leander pay a monthly Customer Charge, determined by the water meter size, a standard water reserve charge per living unit equivalent, and a water consumption charge per each 1,000 gallons of water used, determined by the connection category. The water consumption charge can be amended by the City Council by resolution or order to establish summer conservation rates for the period from June 1st through September 30th of each year. Effective January 1, 2022, Leander implemented tiered rates to encourage water conservation. The City of Leander water rate schedule is included in Appendix B.



2.8 Reservoir Systems Operations Plan

The City of Leander does not operate any reservoirs and so a reservoir systems operations plan is not applicable.

2.9 Enforcement Procedure and Plan Adoption

The City Manager or his/her designee is appointed to implement the Water Conservation and Drought Contingency Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager or his/her designee shall have the authority to initiate or terminate elements of the plan. The complete implementation and enforcement plan elements are included in Appendix C.

Article 13.09 – WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN of the City of Leander's Code of Ordinances is in place as a means of implementing and enforcing this plan. Originally adopted as Ordinance 11-027-00 September 1, 2011, and most recently amended May 16, 2024.

2.10 Coordination with the Regional Water Planning Groups

The service area of the city is located within two Regional Water Planning Groups: Region G, Brazos River Authority, within Williamson County; and Region K, Lower Colorado River Authority, within Travis County. A copy of the conservation plan has been sent to both the Region G and Region K water resource planning administrators. A copy of the letters notifying the Regional Water Planning Groups is included in Appendix D.

2.11 Plan Review and Update

A copy of the signed Ordinance adopting the Water Conservation and Drought Contingency Plan is included in Appendix E. The Water Conservation Plan Annual Report is required to be submitted by May 1 of the year. The Annual Report is an online form and shall be completed and submitted by the Public Works Directors for the City of Leander.

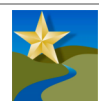
2.12 Leak Detection and Repair

The City maintains a program of leak detection, leak repair, and water loss accounting in the water transmission lines and distribution system to control unaccounted for losses of water. Data is recorded daily and reviewed on a monthly basis based on service orders and SCADA. Water audits are conducted annually by both City Staff and a Third-Party Contractor. Real water losses are identified and corrected when found or reported. If unaccounted-for water loss above normal occurs, the City sends crews to check sections of transmission main for leaks. Most leaks, illegal connections or abandoned services are detected by field crews or reported by the public. Once found, leaks are repaired by City crews. Real water losses are minimized by replacing deteriorated water mains and customer service lines. These replacement programs are ongoing.

2.13 Contract Requirements

An interlocal cooperation agreement was executed to provide a maximum of 2,083 and 975 gallons per minute of potable water to the City of Georgetown and the City of Liberty Hill, respectively.

All wholesale water contracts require compliance with the city's drought contingency and water conservation programs. Each contract specifies that the water supplied to the wholesale customer may be reasonably limited by the City on the same basis and to the same extent as the supply of water to any other customers within the city.



All wholesale contracts entered, renewed, or extended include provisions for distributing water to the wholesale customers in accordance with the Texas Water Code, Section 11.039. Customer entities are prohibited from selling water provided by the City of Leander.

Section 3.0 Additional Conservation Strategies

3.1 Conservation Program Manager

The City created a Conservation Program Manager position to coordinate and monitor the conservation efforts of the City and its residents.

3.2 Conservation Water Rate Structure

The City of Leander uses a cost-based water rate structure that includes a uniform volumetric charge and does not promote the excessive use of water. Effective January 1, 2022, Leander implemented tiered rates to encourage water conservation. The City of Leander water rate schedule is included in Appendix B.

3.3 Wastewater Reuse Program

Approximately 5 percent of the wastewater treated by the City of Leander is reused for plant operations including plant wash down and chlorination or dechlorination. The Travisso Water Reuse Plant was placed into operation in November 2015. The plant supplies treated recycled wastewater and raw water to irrigate the Crystal Falls Golf Course, Travisso right-of-way, and other landscaped areas.

3.4 Method for Monitoring Effectiveness

In order to track the progress of the Water Conservation and Drought Contingency Plan, the City will utilize the following procedures:

- Logs will be maintained for meter calibration, meter testing and meter replacement.
- Monthly water audits to determine water loss shall be documented and kept in the Water & Wastewater Utility Department files.
- Records of all public education shall be maintained.
- Rates are tracked and monitored biannually by an outside consultant contracted by the City. A three-year outlook is performed at each study. The last study took place in December of July 2021.
- A program maintains logs of the city's Leak Detection Program. These records include inspections of water main fittings and connections. Periodic leak detection audits are conducted.

Section 4.0 Drought Contingency Plan

The city manager or his/her designee shall monitor the water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each phase of the plan. The base water conservation plan, outlined in Phase 1, shall be in force at all times unless subsequent phases are enacted. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system. The complete Drought Contingency Plan is included as Appendix C.

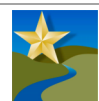
4.1 Phase 1 – Base Conditions

Triggers:

Phase 1 base conditions will be in effect year-round.

Demand Management Measures:

To manage supply, the City will continually review system operations, identify ways to improve system efficiency and accountability, and actively promote water conservation. The City will request water customers to voluntarily limit and reduce the use of water for nonessential purposes and to practice water conservation. In addition, the City will establish mechanisms to remind water customers to practice water conservation year-round.



The City will require water customers to comply with Phase 1 water use restrictions. It is unlawful for any customer to waste water through use that serves no practical purpose, including failure to repair leaks within a reasonable time. Residential water customers shall not water landscapes more than twice per week. Homeowners' associations as well as multi-family and non-residential lot owners who are water customers must have their automatic irrigation systems inspected once a year and shall not water landscapes more than once per week.

4.2 Phase 2 – Water Use Reduction

Triggers:

Customers shall adhere to Phase 2 conditions when one or more of the following occurs: total daily water demand equals or exceeds 90% of the total operation system treatment capacity for three consecutive days; total daily water demand equals or exceeds 90% of the firm capacity of key pump stations for three consecutive days; the combined storage of Lake Travis and Lake Buchanan reaches 900,000 acre-feet in accordance with LCRA requirements, which are subject to change; on March 1 or July 1, the total combined storage in Lakes Buchanan and Travis is below 1.1 million acre-feet and the cumulative prior three months of inflows to those lakes is less than the 25th percentile of historic inflows for the three-month periods; or the city manager or his/her designee determines that phase 2 response measures are necessary to protect public health, safety, and welfare.

Demand Management Measures:

Phase 2 response measures are designed to achieve a 20% reduction in water use.

To manage supply, the City will discontinue water main and line flushing unless necessary for public health reasons. The City will also suspend hydrant testing, city vehicle washing, street cleaning, and landscape irrigation in city parks. In addition, the City will visually inspect lines on a regular bases, repair leaks, and increase efforts to inform the public on water conservation strategies, which includes conducting a monthly review of customer use records and following up on any that have unusually high usage. The City will keep wholesale treated water customers informed about supply conditions and will initiate discussions about measures to reduce all nonessential water uses.

Under threat of penalty for violation, the following water restrictions shall apply to all retail water customers:

- a. Water customers are required to participate in the once-weekly watering schedule determined by the City. Outdoor water use shall only occur on a designated watering day.
- b. Outdoor watering is prohibited between the hours of 7:00 a.m. and 7:00 p.m. This prohibition does not apply to irrigation of landscaped areas if it is by means of a hand-held hose, at a commercial plant nursery, during the testing of a new irrigation system installation or an existing irrigation system repair.
- c. Other nonessential water uses are prohibited except for use from hydrants and flush valves for construction purposes as well as addition of water to pools and splash pads to maintain purification systems and structural integrity. A vehicle or boat may be washed at a commercial carwash facility at any time. If washing of boats or vehicles occurs at a residence or as a part of a charity/fundraising event on a commercial property, it must occur on the property's designated watering day.

Requirements for Termination:

Phase 2 may be rescinded when one or more of the following occurs: the water treatment plant capacity conditions listed above as a triggering event have ceased to exist for five consecutive days; The combined storage of Lakes Travis and Buchanan reaches 1,100,000 acre-feet in accordance with the LCRA DCP; or the City manager or his/her designee determine that Phase 2 requirements are no longer necessary to protect public health, safety, and welfare. Upon termination of Phase 2 restrictions, the City will publicly announce the termination to its customers. Phase 1 restrictions will then be in effect.



4.3 Phase 3 – Water Emergency

Triggers:

Customers shall adhere to Phase 3 conditions when one or more of the following occurs: total daily water demand equals or exceeds 95% of the total operation system treatment capacity for three consecutive days; total daily water demand equals or exceeds 95% of firm capacity of pump stations for three consecutive days; the combined storage of Lakes Travis and Buchanan reaches 750,000 acre-feet, in accordance with the LCRA DCP; or the city manager or his/her designee determines that Phase 3 response measures are necessary to protect public health, safety, and welfare.

Demand Management Measures:

Phase 3 response measures are designed to achieve a 50% reduction in water use.

To manage supply, in addition to Phase 2 measures, the City will do the following: discontinue water main and line flushing unless necessary for public health, safety, and welfare; explore emergency water supply options, which may include arranging for the emergency purchase of water from utilities for which there exists proper agreements for such purchase; cease or direct shutoff of all landscape irrigation at City-owned facilities, rights-of-way, public park areas, and public landscape areas; increase efforts to inform the public on water conservation strategies; increase the detection and repair of water leaks in the distribution system; and read water meters as necessary to ensure compliance with Phase 3 for the benefit of all customers. The City will contact its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements.

Under threat of penalty for violation, the following water restrictions shall apply to all retail water customers in addition to Phase 2 measures:

- a. Landscape irrigation is prohibited except by means of a hand-held hose.
- b. Industrial water uses are prohibited except for some limited uses as deemed necessary by the city manager or his/her designee to protect public health, safety, and welfare.

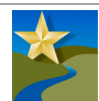
Requirements for Termination:

Phase 3 may be rescinded when one or more of the following occurs: the water treatment plant capacity conditions listed above as a triggering event have ceased to exist for five consecutive days; combined storage of Lakes Travis and Buchanan is greater than 825,000 acre-feet in accordance with the LCRA DCP for 1 month with an increasing trend; or the City manager or his/her designee determine that Phase 3 response measures are no longer necessary to protect public health, safety, and welfare. Upon termination of Phase 3 restrictions, the City will publicly announce the end of Phase 3 and return to Phase 2 conditions.

4.4 Phase 4 – Critical Water Conditions and/or Water System Failure

Triggers:

Customers shall adhere to Phase 4 response measures when one or a combination of the following occurs: major water line breaks or pump system failures that cause substantial loss of ability to provide water service; natural or man-made contamination of the water supply; water demand approaches a reduced delivery capacity for all or part of the system, creating a situation in which water system demand exceeds water system capacity, for an extended length of time, as determined by the city manager or his/her designee; or the city manager or his/her designee determines that Phase 4 response measures are necessary to protect public health, safety, and welfare. Combined storage of Lakes Travis and Buchanan reaches 600,000 acre-feet, in accordance with the LCRA DCP and/or the LCRA Board declares a prolonged drought worse than the drought of record or other water supply emergency and orders the mandatory curtailment of firm water supplies.



Demand Management Measures:

Phase 4 response measures are designed to limit the daily water demand to no more than 50 percent capacity.

To manage supply, the City will do the following: assess the severity of the problem and identify the actions needed and time required to resolve the problem; issue applicable public notifications and messaging as to the water system or source failure; severely restrict or prohibit, as appropriate, all water system uses in the affected service area; read meters as often as needed to ensure program compliance for the benefit of all customers; direct shutoff of existing and cease issuance of new bulk water meters; cease acceptance of permit applications or issuance of permits for new, additional, or expanded irrigation systems; cease acceptance of permit applications for new, additional, or expanded swimming pools; initiate emergency interconnects or alternative supply arrangements; implement any additional measures deemed necessary by the City Manager or City Manager's designee to ensure water system demand reductions necessary to protect public health, safety, and welfare. The City will direct its wholesale treated water customers to mandatory measures to control water demand and to ensure capacity for emergency response requirements. The City manager or his/her designee may cease water supply to the wholesale water customer.

Under threat of penalty for violation, Phase 3 response measures, along with the following measures which may supersede, shall apply to all retail water customers:

- a. Outdoor watering is prohibited;
- b. Use of water is restricted as deemed necessary to meet the emergency.

Requirements for Termination:

Phase 4 may be rescinded when the water system failure conditions listed above as a triggering event has ceased to exist for five consecutive days or the City manager or his/her designee determine that Phase 4 response measures are no longer necessary to protect public health, safety, and welfare. Combined storage of Lakes Travis and Buchanan is greater than 600,000 acre-feet in accordance with the LCRA DCP for 1 month with an increasing trend and/or the LCRA announces that mandatory Phase 4 water restrictions for firm water customers are no longer required in accordance with the LCRA DCP, and LCRA ceases curtailment of water supply for Leander. Upon termination of Phase 4, the City will publicly announce the end of Phase 4 and return to Phase 3 conditions.

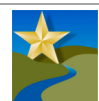
4.5 Initiation and Termination Procedures

The city manager or his/her designee is hereby authorized and directed to implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety, and welfare. The city manager or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this article. The city shall notify the executive director of the state commission on environmental quality and the LCRA general manager in writing within five (5) business days of the implementation of any mandatory provisions of the drought contingency plan.

4.6 Variances and Enforcement***Variances***

The city manager or his/her designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- a. Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
- b. Alternative methods can be implemented which will achieve the same level of reduction in water use.



Requests for one-time exceptions to conservation measures would be considered by the city on a case-by-case basis and may be granted for up to 21 days for new lawn installations. However, irrigation of new lawn installations is still limited to the watering hours of 7 p.m. to 7 a.m. Exceptions will not be granted in the months of June, July, or August.

Persons requesting an exemption from the provisions of this article shall file a petition for variance with the city within 5 working days after the plan or a particular drought response phase has been invoked. All petitions for variances shall be reviewed by the city manager or his/her designee, and shall include the following:

- a. Name and address of the petitioner(s);
- b. Purpose of water use;
- c. Specific provision(s) of the plan from which the petitioner is requesting relief;
- d. Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with the plan;
- e. Description of the relief requested;
- f. Period of time for which the variance is sought;
- g. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and compliance date; and
- h. Other pertinent information.

All variances granted must include a timetable for compliance and will expire when the plan is no longer in effect or prior to expiration if the petitioner has failed to meet specified requirements. No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.

Enforcement

No person or entity shall recklessly, knowingly, or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article, or in an amount in excess of that permitted by the drought response phase in effect at the time pursuant to action taken by the city manager, or his/her designee, in accordance with provisions of this plan.

Each violation of this plan may be enforced as an administrative violation. The first offense shall consist of a courtesy warning mailed to the alleged offender's utility billing address. Subsequent violations shall be within a 12-month period immediately following the date of the preceding offense. A notice of the violation and a description of the administrative fee for the offense will be mailed to the alleged offender's utility billing address. An alleged offender may appeal an administrative offense within fifteen (15) business days of the date of the notice of offense and request a hearing.

Any person who violates a provision of this article, or fails to comply therewith or with any of the mandatory requirements thereof shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of \$2,000.00. Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.

The city manager or his/her designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of the reinstatement fee set forth in the city's fee schedule, and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city that the same action shall not be repeated while the plan is in effect. Compliance with this article may also be sought through injunctive relief in the district court.

4.7 Measures to Inform and Educate the Public

Public notification of the initiation or termination of drought response phases shall be by one or more combination of methods which may include, but is not limited to, media releases, bill inserts, website



announcements, digital platform messages, automated telephone calls, and signs posted at service area entry points.



Appendix A: Water Conservation Plan Annual Report



Water Conservation Plan Annual Report Retail Water Supplier

CONTACT INFORMATION

Name of Utility: CITY OF LEANDER
Public Water Supply Identification Number (PWS ID): TX2460012
Certification of Convenience and Necessity (CCN) Number: 10302
Surface Water Right ID Number: 1877, 12259
Wastewater ID Number: 20626

Check all that apply:

- ☒ Retail Water Supplier
☒ Wholesale Water Supplier
☒ Wastewater Treatment Utility

Address: PO Box 319 City: Leander Zip Code: 78641

Email: gellison@leandertx.gov Telephone Number: 5125282786

Regional Water Planning Group: G

Groundwater Conservation District:

Contact: First Name: Gina Last Name: Ellison
Title: Public Works Director

Is this person the designated Conservation Coordinator? ☐ Yes ☒ No

Coordinator: First Name: Bill Last Name: Teeter
Title: Water Conservation Manager

Address: PO Box 319 City: Leander Zip Code: 78641
Email: bteeter@leandertx.gov Telephone Number: 512-528-2935

Regional Water Planning Group: G

Groundwater Conservation District:

Reporting Period (Calendar year):

Period Begin (mm/yyyy): 01/2023 Period End (mm/yyyy): 12/2023

Check all that apply:

- ☐ Received financial assistance of \$500,000 or more from TWDB
- ☒ Have 3,300 or more retail connections
- ☐ Have a surface water right with TCEQ

SYSTEM DATA

1. For this reporting period, select the category(s) used to classify customer water usage:

	Retail Customer Water Usage Categories
☒	Residential - Single Family
☒	Residential - Multi-family
☐	Industrial
☒	Commercial
☒	Institutional
☐	Agricultural

Retail Customers Categories*

- Residential Single Family
- Residential Multi-Family
- Industrial
- Commercial
- Institutional
- Agricultural

**Recommended Customer Categories for classifying customer water use. For definitions, refer to [Guidance and Methodology on Water Conservation and Water Use](#).*

2. For this reporting period, enter the number of connections for and the gallons of metered retail water used by each category. If the Customer Category does not apply, enter zero or leave blank. These numbers should be the same as those reported on the Water Use Survey.

Retail Customer Category	Number of Connections	Gallons Metered
Residential - Single Family	28,710	2,768,165,741
Residential - Multi-family	3,015	131,736,236
Industrial	0	0
Commercial	941	344,759,134
Institutional	217	106,970,369
Agricultural	0	0
Total Retail Water Metered¹	32,883	3,351,631,480

¹Residential + Industrial + Commercial + Institutional + Agricultural = Total Retail Water Metered

Water Use Accounting

	Total Gallons During the Reporting Period
1. Corrected Input Volume: The volume of treated water input to the distribution system from own production facilities. Same as line 13b of the Water Loss Audit for reporting periods >= 2015. Same as line 14 of the Water Loss Audit for reporting periods <= 2014.	4,041,810,000
2. Corrected Treated Purchased Water Volume: The amount of treated purchased wholesale water transferred into the utility's distribution system from other water suppliers system. Same as line 14b of the Water Loss Audit for reporting periods >= 2015. Same as line 15 of the Water Loss Audit for reporting periods <= 2014.	0
3. Corrected Treated Wholesale Water Sales Volume: The amount of treated wholesale water transferred out of the utility's distribution system, although it may be in the system for a brief time for conveyance reasons. Same as line 15b of the Water Loss Audit for reporting periods >= 2015. Same as line 16 of the Water Loss Audit for reporting periods <= 2014.	285,166,596
4. Total System Input Volume: This is the sum of the corrected input volume plus corrected treated purchased water volume minus corrected treated wholesale water sales volume. Same as line 16 of the Water Loss Audit for reporting periods >= 2015. Same as line 17 of the Water Loss Audit for reporting periods <= 2014. Produced + Imported - Exported = Total System Input Volume	3,756,643,404
5. Billed Metered: All retail water sold and metered. Same as line 17 of the Water Loss Audit for reporting periods >= 2015. Same as line 18 of the Water Loss Audit for reporting periods <= 2014.	3,351,631,480
6. Other Authorized Consumption: Water that is authorized for other uses such as back flushing, line flushing, storage tank cleaning, fire department use, municipal government offices or municipal golf courses/parks. This water may be metered or unmetered. Same as lines 18, 19, and 20 of the Water Loss Audit for reporting periods >= 2015. Same as lines 19, 20, and 21 of the Water Loss Audit for reporting periods <= 2014.	116,134,507
7. Total Authorized Consumption: All water that has been authorized for use. Same as Line 21 of the Water Loss Audit for reporting periods >= 2015. Same as line 22 of the Water Loss Audit for reporting periods <= 2014. Total Billed and Metered Retail Water + Other Authorized Consumption = Total Authorized Consumption	3,467,765,987

8. Total Apparent Losses: Water that has been consumed but not properly measured or billed (losses due to customer meter inaccuracy, systematic data handling discrepancy and/or unauthorized consumption such as theft). Same as line 27 of the Water Loss Audit for reporting periods >= 2015. Same as line 28 of the Water Loss Audit for reporting periods <= 2014.	193,159,815
9. Total Real Loss: Physical losses from the distribution system prior to reaching the customer destination (losses due to reported breaks and leaks, physical losses from the system or mains and/or storage overflow). Same as line 30 of the Water Loss Audit for reporting periods >= 2015. Same as line 31 of the Water Loss Audit for reporting periods <= 2014.	95,717,602
10. Total Water Loss: Apparent + Real = Total Water Loss	288,877,417

Programs and Activities

- What year did your entity adopt or revise their most recent Water Conservation Plan? 2019
- Does The Plan incorporate [Best Management Practices](#)? ☒ Yes ☐ No
- Using the table below select the types of Best Management Practices or water conservation and reuse strategies actively administered during this reporting period and estimate the savings incurred in implementing water conservation and reuse activities and programs. Leave fields blank if unknown. **Please separate reuse volumes from gallons saved.**

Methods and techniques for determining gallons saved are unique to each utility as they conduct internal cost analyses and long-term financial planning. Texas Best Management Practice can be found at TWDB's Water Conservation Best Management Practices [webpage](#). The [Alliance for Efficiency Water Conservation Tracking Tool](#) may offer guidance on determining and calculating savings for individual BMPs.

Best Management Practice	Check if Implemented	Estimated Gallons Saved	Estimated Gallons Reused
Conservation Analysis and Planning			
Conservation Coordinator	☒	3,000,000	
Cost Effective Analysis	☐		
Water Survey for Single Family and Multi-family Customers	☐		
Customer Characterization	☐		
Financial			
Wholesale Agency Assistance Programs	☐		
Water Conservation Pricing	☒	0	
System Operations			
Metering New Connections and Retrofitting Existing Connections	☐		

Utility Water Audit and Water Loss	☒	50,000	
Landscaping			
Landscape Irrigation Conservation and Incentives	☐		
Athletic Fields Conservation	☐		
Golf Course Conservation	☒		59,150,000
Park Conservation	☐		
Residential Landscape Irrigation Evaluation	☒	2,500,000	
Outdoor Watering Schedule	☒	10,000,000	
Education and Public Awareness			
School Education	☐		
Public Information	☒	1,000,000	
Public Outreach and Education	☒	1,000,000	
Partnerships with Nonprofit Organizations	☒	1,000,000	
Rebate, Retrofit, and Incentive Programs			
Conservation Programs for ICI Accounts	☐		
Residential Clothes Washer Incentive Program	☐		
Water Wise Landscape Design and Conversion Programs	☐		
Showerhead, Aerator, and Toilet Flapper Retrofit	☐		
Residential Toilet Replacement Programs	☐		
Custom Conservation Rebates	☐		
Plumbing Assistance for Economically Disadvantaged Customers	☐		
Conservation Technology & Reuse			
New Construction Graywater	☐		
Rainwater Harvesting and Condensate Reuse	☒	100,000	
Water Reuse BMP Categories			
Reuse for On-site Irrigation	☒		59,150,000
Reuse for Plant Washdown	☒		100,000
Reuse for Chlorination/Dechlorination	☐		
Reuse for Industry	☐		
Reuse for Agriculture	☐		
Regulatory and Enforcement			
Prohibition on Wasting Water	☒	50,000,000	
Conservation Ordinance Planning and Development	☒	50,000,000	
Enforcement of Irrigation Standards	☒	150,000,000	
Retail			
Other	☐		
Totals		268,650,000	118,400,000

4. For this reporting period, estimate the savings from water conservation activities and programs.

Gallons Saved/Conserved	Gallons Recycled/Reused	Total Volume of Water Saved ¹	Dollar Value of Water Saved ²
268,650,000	118,400,000	387,050,000	4,219,000

¹Estimated Gallons Saved + Estimated Gallons Recycled/Reused = Total Volume Saved

²Estimated this value by taking into account water savings, the cost of treatment or purchase of water, and deferred capital cost due to conservation.

5. Comments or Explanations Regarding Data Entered in Sections Above.
 Files to support or explain this may be attached below.

Cost to produce water \$0.0016/gal = \$619,280. Approximately 1MGD saved per day, Cost of 1 MGD plan expansion estimated at \$3.6M

6. During this reporting period, did your rates or rate structure change? ☐ Yes ☒ No

Select the type of rate pricing structure used. Check all that apply.

☐	
☐	Uniform Rates
☐	Flat Rates
☒	Inclining/Inverted Block Rates
☐	Declining Block Rates
☐	Seasonal Rates
☐	Water Budget Based Rates
☐	Excess Use Rates
☐	Drought Demand Rates
☐	Tailored Rates
☐	Surcharge - usage demand
☐	Surcharge - seasonal
☐	Surcharge - drought
☐	Other

7. For this reporting period, select the public awareness or educational activities used.

Name	Implemented This Year	Number Of Times This Year	Total Population Reached this Year
Brochures Distributed	☒	3	270,000
Messages Provided on Utility Bills	☐		
Press Releases	☒	4	40,000
TV Public Service Announcements	☒	4	40,000
Radio Public Service Announcements	☒	4	40,000
Educational School Programs	☐		
Displays, Exhibits, and Presentations	☒	14	700
Community Events	☒	12	420
Social Media campaign - Facebook	☒	50	2,500,000
Social Media campaign - Twitter	☒	50	2,500,000
Social Media campaign - Instagram	☒	50	2,500,000
Social Media campaign - YouTube	☐		
Facility Tours	☐		
Other	☐		
Total		191	7,891,120

Leak Detection and Water Loss

1. During this reporting period, how many leaks were repaired in the system or at service connections? 116

2. Select the main cause(s) of water loss in your system.

	Water Loss Causes
☒	Distribution line leaks and breaks
☒	Unauthorized use and theft

☐	Master meter problems
☐	Customer meter problems
☐	Record and data problems
☐	Other

3. For this reporting period, provide the following information on your distribution lines.

Total Length of Main Lines (miles)	Total Length Repaired (feet)	Total Length Replaced (feet)
402	232	928

4. For this reporting period, provide the following information regarding your meters:

Type of Meter	Total Number	Total Tested	Total Repaired	Total Replaced
Production Meters	3	3	0	0
Meters larger than 1 1/2 inches	29858	0	0	0
Meters 1 1/2 inches or smaller	910	0	0	599

5. Does your system have automated meter reading? ☐ Yes ☒ No

Program Effectiveness

1. Program Effectiveness

In your opinion, how would you rank the overall effectiveness of your conservation programs and activities?

Customer Classification	Less Than Effective	Somewhat Effective	Highly Effective	Does Not Apply
Residential Customers	☐	☐	☒	☐
Industrial Customers	☐	☐	☐	☒
Institutional Customers	☐	☐	☒	☐
Commercial Customers	☐	☒	☐	☐
Agricultural Customers	☐	☐	☐	☒

2. During the reporting period, did you implement your Drought Contingency Plan? ☒ Yes ☐ No

3. Select the areas for which you would like to receive more technical assistance:

	Technical Assistance Areas
☐	Best Management Practices
☐	Drought Contingency Plans
☒	Landscape Irrigation
☒	Leak Detection and Equipment
☐	Rainwater Harvesting
☐	Rate Structures
☒	Educational Resources
☐	Water Conservation Annual Reports
☐	Water Conservation Plans
☒	Water IQ: Know Your Water
☐	Water Loss Audits
☐	Recycling and Reuse

Water Loss, Target and Goals

Total, Residential and Water Loss Gallons Per Capita per Day (GPCD) and Water Loss Percentage

The tables below display your current GPCD totals and water loss percentage for your service area.

Total System Input in Gallons Water Produced + Wholesale Imported - Wholesale Exported	Retail Population¹	Total GPCD (System Input / Retail Population) / 365
3,756,643,404	94,218	109

¹Retail Population is the total permanent population of the service area, including single family, multi-family, and group quarter populations

Residential Use in Gallons (Single Family + Multi-family)	Residential Population²	Residential GPCD (Residential Use / Residential Population) / 365
2,899,901,977	94,218	84

²Residential Population is the total residential population of the service area, including only single family and multi-family populations

Total Water Loss in Gallons Apparent + Real = Total Water Loss	Retail Population	Water Loss GPCD³	Water Loss Percent
288,877,417	94,218	8	7.69%

³(Total Water Loss / Residential Population) / 365 = Water Loss GPCD
 (Total Water Loss / Total System Input) * 100 = Water Loss Percentage

The table below displays the specific and quantified five-year and ten-year goals listed in your current Water Conservation Plan alongside the current GPCD and water loss totals.

Achieve Date	Target for Total GPCD	Current Total GPCD	Target for Residential GPCD	Current Residential GPCD	Target for Water Loss GPCD	Current Water Loss GPCD	Target for Water Loss Percentage	Current Water Loss Percentage
Five-year Target Date 2024	137	109	94	84	22	8	16.06 %	7.69 %
Ten-year Target Date 2029	133	109	92	84	21	8	15.79 %	7.69 %

County Line

Parcel Boundary

Reclaimed ARV

Reclaimed GV

Reclaimed Plug

Reclaimed Water Lines

Size

1

2

3

4

6

8

12

16

18

Pressure Reducing Valve

Control Valve

Diverter Valve

Pressure Relief

ARV

Fire Hydrants

Water Valve

Flush Valve

Check Valve

Plug

Raw Water Transmission

Sleeve

Potable Water Lines

Size

Abandoned

Unknown

1

2

3

4

6

8

10

12

14

16

18

24

30

36

42

Pressure Plane

1127

1200

1252

1255

1272

Leander Water CCN

Kaufmann Loop
EST

San Gabriel
Booster Station

CR 280
EST

Bagdad
Booster Station

Crystal Falls
GST / EST

Travisso
Booster Station

From Sandy Creek WTP

Terminus GST

From BCRUA WTP

From BCRUA WTP

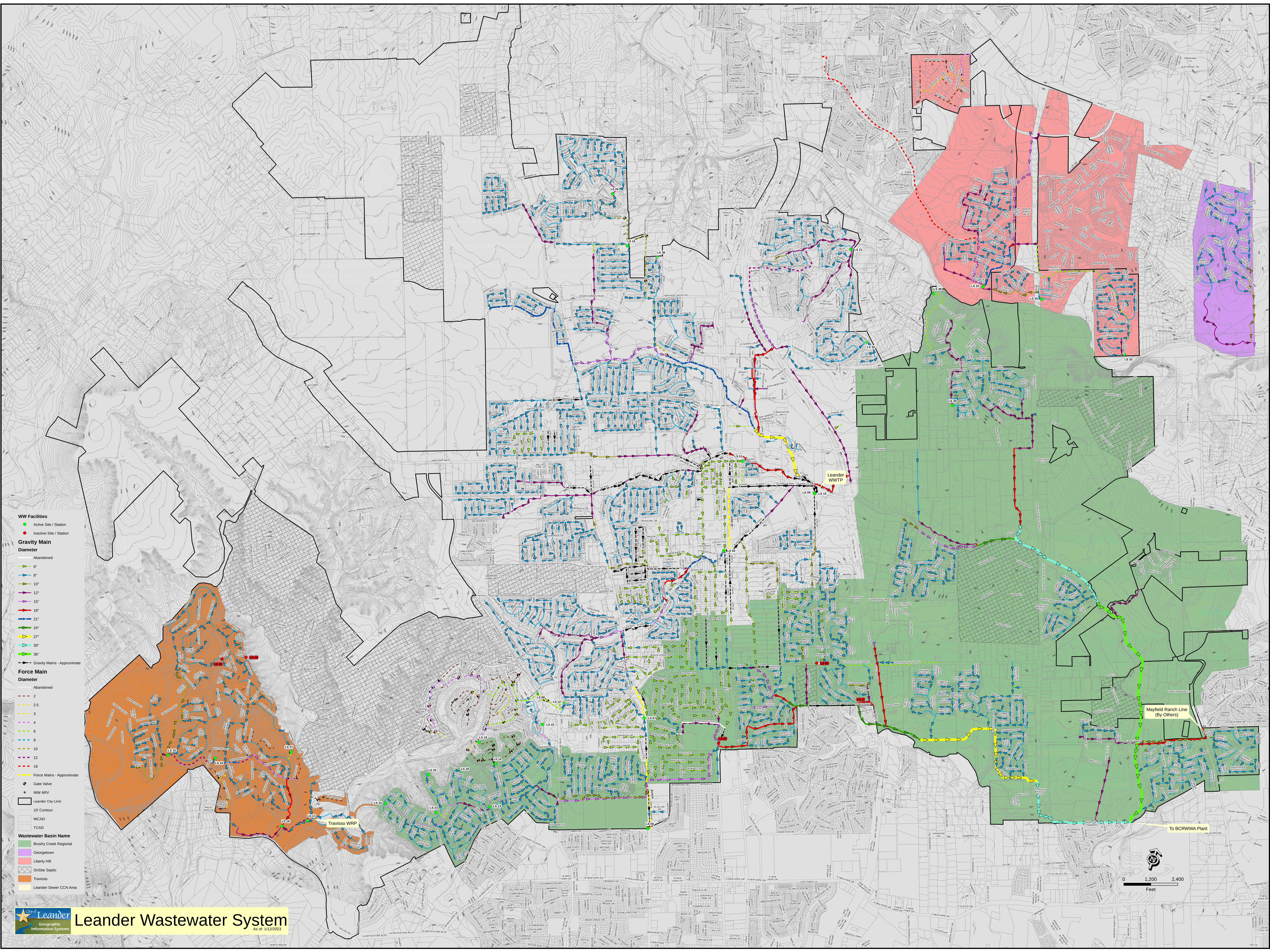
BCRUA WTP
GST / EST

City of Leander Water System

As Of: 1/12/2023

Notes: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data, and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser. Fire Hydrant data from two sources: Field GPS by Fire Dept and digitizing of plans - some overlap / duplication may occur.

Page 285 of 426



- WW Facilities**
- Active Site / Station
 - Inactive Site / Station
- Gravity Main Diameter**
- Abandoned
 - 6"
 - 8"
 - 10"
 - 12"
 - 15"
 - 18"
 - 21"
 - 24"
 - 27"
 - 30"
 - 36"
 - Gravity Mains - Approximate
- Force Main Diameter**
- Abandoned
 - 2
 - 2.5
 - 3
 - 4
 - 6
 - 8
 - 10
 - 12
 - 18
 - Force Mains - Approximate
- Other Symbols**
- Gate Valve
 - WW ARV
 - Leander City Limit
 - 10' Contour
 - WCAD
 - TCAD
- Wastewater Basin Name**
- Brushy Creek Regional
 - Georgetown
 - Liberty Hill
 - OnSite Septic
 - Travisso
 - Leander Sewer CCN Area

Appendix B: Water Rate Structure

Water reserve charge: The monthly water reserve charge shall be \$4.00 per living unit equivalent (LUE) of water service available for each water connection.

Commercial Rates

Commercial Customer Charge

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$43.11
3/4 inch	1.0	\$43.11
1 inch	2.5	\$107.78
1-1/2 inch	5.0	\$215.55
2 inch	8.0	\$344.88
3 inch	16.0	\$689.76
4 inch	25.0	\$1,077.75
6 inch	50.0	\$2,155.50
8 inch	80.0	\$3,448.80
10 inch	115.0	\$4,957.65

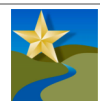
Water consumption charge: \$5.65 for each one thousand (1,000) gallons

School Rates

School Customer Charge

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$43.11
3/4 inch	1.0	\$43.11
1 inch	2.5	\$107.78
1-1/2 inch	5.0	\$215.55
2 inch	8.0	\$344.88
3 inch	16.0	\$689.76
4 inch	25.0	\$1,077.75
6 inch	50.0	\$2,155.50
8 inch	80.0	\$3,448.80
10 inch	115.0	\$4,957.65

Water consumption charge: \$5.65 for each one thousand (1,000) gallons



Municipal Rates

Municipal Customer Charge

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$43.11
3/4 inch	1.0	\$43.11
1 inch	2.5	\$107.78
1-1/2 inch	5.0	\$215.55
2 inch	8.0	\$344.88
3 inch	16.0	\$689.76
4 inch	25.0	\$1,077.75
6 inch	50.0	\$2,155.50
8 inch	80.0	\$3,448.80
10 inch	115.0	\$4,957.65

Water consumption charge: \$5.65 for each one thousand (1,000) gallons

Single-Family Residential and Duplex Rates:

Single-family and duplex customer charge

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$37.35
3/4 inch	1.0	\$37.35
1 inch	2.5	\$93.38
1-1/2 inch	5.0	\$186.75
2 inch	8.0	\$298.80
3 inch	16.0	\$597.60
4 inch	25.0	\$933.75
6 inch	50.0	\$1,867.50
8 inch	80.0	\$2,988.00
10 inch	115.0	\$4,295.25

Water consumption charge:

Tier 1 – \$4.55 for each one thousand (1,000) gallons for usage between 0 and 15,000 gallons

Tier 2 – \$5.80 for each one thousand (1,000) gallons for usage between 15,001 and 25,000 gallons

Tier 3 – \$7.00 for each one thousand (1,000) gallons for usage between 25,001 gallons and above



Multifamily and Apartment Rates:

Multifamily and Apartment Customer Charge

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$43.11
3/4 inch	1.0	\$43.11
1 inch	2.5	\$107.78
1-1/2 inch	5.0	\$215.55
2 inch	8.0	\$344.88
3 inch	16.0	\$689.76
4 inch	25.0	\$1,077.75
6 inch	50.0	\$2,155.50
8 inch	80.0	\$3,448.80
10 inch	115.0	\$4,957.65

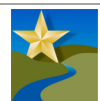
Water consumption charge: \$5.65 for each one thousand (1,000) gallons

Golf course Rates:

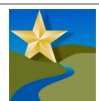
Golf Course Customer Charge

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$43.11
3/4 inch	1.0	\$43.11
1 inch	2.5	\$107.78
1-1/2 inch	5.0	\$215.55
2 inch	8.0	\$344.88
3 inch	16.0	\$689.76
4 inch	25.0	\$1,077.75
6 inch	50.0	\$2,155.50
8 inch	80.0	\$3,448.80
10 inch	115.0	\$4,957.65

Water consumption charge: \$5.65 for each one thousand (1,000) gallons



Appendix C: Water Conservation and Drought Contingency Plan



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. 24-044-00

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING ARTICLE 13.09, WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN OF THE CODE OF ORDINANCES WHICH ESTABLISHES CONSERVATION PHASES AND RESTRICTIONS ON WATER USAGE FOR EACH PHASE; ENACTING AMENDMENTS TO MAKE THE PLAN CONSISTENT WITH THE LOWER COLORADO RIVER AUTHORITY'S DROUGHT CONTINGENCY PLAN; PROVIDING FOR ENFORCEMENT OF THE PLAN; ESTABLISHING ADMINISTRATIVE AND CRIMINAL PENALTIES; PROVIDING FOR APPEAL OF ADMINISTRATIVE PENALTIES TO A HEARING OFFICER; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, water is a scarce resource and the City of Leander, Texas (the "City") desires to continue to implement water conservation measures to help ensure adequate water supply for the current and future population of the City;

WHEREAS, the review and update of water conservation and drought contingency regulations is reasonable and necessary for the public health, safety, and welfare;

WHEREAS, the regulations adopted herein promote the preservation of a scarce resource during drought conditions and are reasonable and necessary for the public health, safety, and welfare;

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and quality of life.

Section 2. Amendment of Article 13.09, Water Conservation and Drought Contingency Plan of the City of Leander Code of Ordinances. Article 13.09 of the City of Leander Code of Ordinances is hereby amended in its entirety to read as follows:

ARTICLE 13.09
WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN

§ 13.09.001 Declaration of policy, purpose and intent.

- (a) In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of extreme drought, periods of abnormally high water usage, system contamination, or extended reduction in ability to supply water due to equipment failure, facility construction delays, water supply shortage or other water supply emergency conditions, the city hereby adopts the following regulations and restrictions on the delivery and consumption of water (“the plan”).
- (b) Water uses regulated or prohibited under this article are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply condition deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in section **13.09.014** of this article.

§ 13.09.002 Public involvement.

Opportunity for the public to provide input into the preparation of plan was provided by the City by means of notifying the public in the agenda posted on the city’s website and at city hall at least 72-hours in advance of the regularly scheduled meeting at which the council considered the plan. A copy of the proposed plan was included in the agenda materials available to the public on the City’s website. The City accepted any public comments provided by email before the meeting and in person at the meeting.

§ 13.09.003 Public education.

The city will periodically provide the public with information about the plan, including information about the conditions under which each phase of the plan is to be initiated or terminated and the drought response measures to be implemented in each phase. This information may be provided by, but is not limited to, public meeting, media releases, bill inserts, website announcements, digital platform messages, or other similar methods of mass communication.

§ 13.09.004 Coordination with regional water planning groups.

The service area of the city is located within Regional Water Planning Group (RWPG) G, Brazos River Authority, and the city has given this plan to the Lower Colorado River Authority, and the Brazos River Authority.

§ 13.09.005 Authority to implement response measures.

In the event of unusual operational events, catastrophic occurrences, severe weather events, or other public emergencies, or if required by the LCRA DCP, the city manager or city manager's designee may implement mandatory water restrictions in addition to those set out in this article. The city manager or city manager's designee is hereby authorized and directed to implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare. The city manager or city manager's designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this article. Unless otherwise specified by the city manager, the city manager's primary designee is the public works director and the alternate designee is the city engineer.

§ 13.09.006 Notice of implementation of mandatory provisions.

The city shall notify the executive director of the state commission on environmental quality and the LCRA general manager in writing within five (5) business days of the implementation of any mandatory provisions of the drought contingency plan.

§ 13.09.007 Applicability.

The provisions of this plan shall apply to all persons, customers, and property utilizing water provided by the city. The terms "person" and "customer" as used in the plan include individuals, corporations, partnerships, associations and all other legal entities. The provisions of this article do not apply to:

- (1) Persons who use water from private wells;
- (2) Persons who use water from the city's reuse water system; or
- (3) Persons who otherwise use water from a source other than the city's water utility system.

§ 13.09.008 Definitions.

For the purposes of this plan, the following definitions shall apply:

BRA. - The Brazos River Authority or successor agency.

Conservation. - Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer. - Any person, company or organization using water supplied by the city.

Domestic water use. - Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry or institution.

Drought contingency plan (DCP) – A strategy or combination of strategies that a water supplier, such as a city, develops and implements to monitor and respond to a drought or other

temporary water supply shortage that can severely disrupt the supply of water to customers.

Industrial water use. - The use of water in processes designed to convert materials of lower value into forms having greater usability and value, including the development of power by means other than hydroelectric.

Landscape irrigation. - Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, parks, rights-of-way, and medians.

LCRA. - The Lower Colorado River Authority, or successor agency.

Nonessential water use. - Water uses that are neither essential nor required for the protection of public health, safety, and welfare, including, but not limited to:

- (1) Landscape irrigation, except as otherwise provided under this article;
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (5) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- (6) The addition of water to a pool, Jacuzzi, or splash pad except where necessary to maintain the water purification system in service or to maintain structural integrity of the pool;
- (7) Use of water to fill, refill, or add to any wading pools, ornamental ponds, or similar structures;
- (8) Use of water in a fountain or pond for aesthetic or scenic purposes such as fountains, reflecting pools, and water gardens except where necessary to support aquatic life;
- (9) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (10) Use of water from hydrants or flush valves for construction purposes or any other purposes other than firefighting.

System. - The combination of components of the water supply network that carry, store, or move potable water from a centralized treatment plant to water customers. Components include but are not limited to transmission lines, pumps, ground and elevated storage tanks.

TAC. - Texas Administrative Code.

TCEQ. - Texas Commission on Environmental Quality.

§ 13.09.009 Initiation and termination of water conservation and drought response phases.

- (a) The city manager or city manager's designee shall monitor the water supply and/or demand conditions on a daily basis and determine when conditions warrant initiation or termination of each phase of the plan. The city manager or city manager's designee is further authorized to determine and establish watering schedules that are different than those set forth in this article if the city manager or designee determines that conditions warrant a different watering schedule. The base water conservation plan, outlined in phase 1, shall be in force at all times unless subsequent phases are enacted. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.
- (b) The city manager or city manager's designee shall implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare.
- (c) The triggering criteria described below are based on information provided by LCRA and BRA; and are further based on known system capacity limits.
- (d) Public notification of the initiation or termination of water conservation and drought response phases shall be by one or more combination of methods which may include, but is not limited to, media releases, bill inserts, website announcements, digital platform messages, automated telephone calls, and signs posted at service area entry points.

§ 13.09.010 Conservation phase 1 - base conditions.

- (a) Water use requirements. Phase 1 base conditions will be in effect year-round.
 - (1) Notice(s) will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. The city shall keep a copy of the current public announcement on water conservation awareness on file and available for inspection by TCEQ.
- (b) City actions. To manage supply, the city will:
 - (1) Continually review system operations, identify ways to improve system efficiency and accountability, and actively promote water conservation.
 - (2) Request water customers to voluntarily limit and reduce the use of water for nonessential purposes and to practice water conservation.
 - (3) Establish mechanisms to remind water customers to practice water conservation year-round.

- (c) Customer actions. Under threat of penalty for violation, the following conditions shall apply to all retail water customers:
- (1) It is unlawful for any customer to waste water through use that serves no practical purpose. Such water waste includes the failure to repair a leak, either inside or outside a home, building, or facility, within a reasonable time, not to exceed 60 days from the date that a notice was provided about the leak resulting in water runoff or accumulation in a street, gutter, or parking lot.
 - (2) Automatic Irrigation System Audits. Homeowners' associations and non-residential lot owners must cause their automatic irrigation systems to be inspected by a person licensed under V.T.C.A., Occupations Code § 1903.251, as amended, and V.T.C.A., Water Code Ch. 37, as amended, (unless a statutory exemption to the licensing requirements applies, in which case the reason for the exemption must be clearly stated) every year to verify compliance with this article and state law. The City shall be authorized discontinue water service to the premises if the homeowners' association or non-residential lot owner does not submit proof of the inspection, and completion of any required repairs, to the City on the City's request.
 - (3) Residential water customers who choose to use water for landscape irrigation may only do so in accordance with a twice-weekly watering schedule on designated days, shown below, and designated times, shown in part (5) of this section, or as otherwise determined and established by the city manager or designee:

Residential – Phase 1		
Automatic Irrigation Systems, Hose-End Sprinklers, Soaker Hoses, and Drip Irrigation		
Last Digit of Meter Address	Allowed Watering Day(s)	Allowed Watering Hours
2, 4	Monday and/or Thursday	Midnight to 7 a.m. 7 p.m. to Midnight
1, 5, 9	Tuesday and/or Friday	
6, 8	Wednesday and/or Saturday	
0, 3, 7	Thursday and/or Sunday	

- (4) Commercial, multi-family, and homeowners association water customers who choose to use water for landscape irrigation may only do so in accordance with a once-weekly watering schedule on designated days, shown below, and designated times, shown in part (5) of this section, or as otherwise determined and established by the city manager

or designee:

Commercial/HOA/Multi-Family – Phase 1		
Automatic Irrigation Systems, Hose-End Sprinklers, Soaker Hoses, and Drip Irrigation		
Last Digit of Meter Address	Allowed Watering Day	Allowed Watering Hours
2, 4	Monday	Midnight to 7 a.m. 7 p.m. to Midnight
1, 5	Tuesday	
6	Wednesday	
0	Thursday	
9	Friday	
8	Saturday	
3, 7	Sunday	

- (5) Landscape irrigation by way of automatic systems, hose-end sprinklers, soaker hose, or drip irrigation is limited to the hours from 12:00 a.m. (midnight) to 7:00 a.m. and from 7:00 p.m. to 12:00 a.m. (midnight), in accordance with the applicable watering schedules and designated watering days or as otherwise determined and established by the city manager or designee. Watering hours apply to all irrigation methods listed above to include landscape establishment for new construction.
- (6) Landscape irrigation limits do not apply if the irrigation is performed:
 - (A) By means of a hand-held hose.
 - (B) At a commercial plant nursery.
 - (C) During the testing of new irrigation system installation or existing irrigation system repair.
- (7) Requests for one-time variances to conservation measures may be considered by the city on a case-by-case basis and may be granted for up to 21 days for new lawn installations. A variance may be requested in accordance with the procedures set forth in Section 13.09.015. However, irrigation of new law installation authorized under this exception provision is still limited to the watering hours of 7:00 p.m. to 7:00 a.m. Variances will not be granted in the months of June, July, or August.

§ 13.09.011 Conservation phase 2 - water use reduction.

- (a) Triggers. Customers shall adhere to phase 2 conditions when one or more of the following occurs:
 - (1) Total daily water demand equals or exceeds 90% of the total operation system treatment capacity for 3 consecutive days;
 - (2) Total daily water demand equals or exceeds 90% of the firm capacity of key pump stations for 3 consecutive days;
 - (3) The total combined storage of Lake Travis and Lake Buchanan reaches 900,000 acre-feet;
 - (4) On March 1 or July 1, the total combined storage in Lakes Buchanan and Travis is below 1.1 million acre-feet and the cumulative prior three months of inflows total to those lakes is less than the 25th percentile of historic inflows for the three-month periods; or
 - (5) The city manager or city manager's designee determines that phase 2 response measures are necessary to protect public health, safety, and welfare.
- (b) Demand reduction target. Phase 2 response measures are designed to achieve a 20% reduction in water use.
- (c) City actions. To manage supply, the city will:
 - (1) Discontinue water main and line flushing unless necessary to maintain regulatory compliance or for protection of the public health, safety, and welfare.
 - (2) Visually inspect lines on a regular basis and repair leaks.
 - (3) Suspend hydrant testing.
 - (4) Suspend the following city operations:
 - (A) Vehicle washing.
 - (B) Street cleaning.
 - (C) Landscape irrigation in city parks except by hand-held hose. The city may continue irrigation by way of automatic systems or hose-end sprinklers for up to 21 days only when necessary to salvage new installations.
 - (5) Increase efforts to inform the public on water conservation strategies including:
 - (A) Conduct a monthly review of customer use records;
 - (B) Contact customers with unusually high usage to help identify potential leaks and provide customers with water saving tips and practices to better manage water use and reduce monthly costs.

(d) Customer actions. Under threat of penalty for violation, the following phase 2 response measures shall apply to all retail water customers:

- (1) Residential, commercial, multifamily, and homeowners association water customers who choose to use water for landscape irrigation may only do so in accordance with a once-weekly watering schedule on designated days, shown below, and designated times, shown in section **13.09.010(c)(5)**, or as otherwise determined and established by the city manager or designee:

All Categories – Phase 2 (Residential/Commercial/HOA/Multi-Family)		
Automatic Irrigation Systems, Hose-End Sprinklers, Soaker Hoses, and Drip Irrigation		
Last Digit of Meter Address	Allowed Watering Day	Allowed Watering Hours
2, 4	Monday	Midnight to 7 a.m. 7 p.m. to Midnight
1, 5	Tuesday	
6	Wednesday	
0	Thursday	
9	Friday	
8	Saturday	
3, 7	Sunday	

- (2) Landscape irrigation limits do not apply if the irrigation is performed:
- (A) By means of a hand-held hose.
 - (B) At a commercial plant nursery.
 - (C) During the testing of new irrigation system installation or existing irrigation system repair.
- (3) Other nonessential water uses are prohibited except under the following circumstances:
- (A) Use of water from hydrants or flush valves for construction purposes.
 - (B) The washing of vehicles or boats at a commercial car wash facility. If washing of vehicles or boats occurs at a residence, or as part of a charity or fundraising

event held on a commercial property, it must occur on the property's designated watering day as defined in subsection (d) of this section. Such activity, when allowed, shall be done with a hand-held bucket or hand-held hose equipped with a positive shutoff nozzle.

- (e) Wholesale. The city will keep wholesale treated water customers informed about demand and current and projected supply conditions. The city will initiate discussions with wholesale treated water customers about potential curtailment and implementation of mandatory measures to reduce all nonessential water uses.
- (f) Termination. Phase 2 may be rescinded when one or more of the following occurs:
 - (1) The water treatment plant capacity conditions listed above as a triggering event have ceased to exist for five (5) consecutive days;
 - (2) The total combined storage of Lakes Travis and Buchanan is greater than 1.1 million acre-feet;
 - (3) The city manager or city manager's designee determines that the applicable provisions are no longer necessary to protect public health, safety, and welfare; or
 - (4) Upon termination of phase 2, the city publicly announces to its customers the end of phase 2 and return to phase 1 conditions.

§ 13.09.012 Conservation phase 3 - water emergency.

- (a) Triggers. Customers shall adhere to phase 3 conditions when one or more of the following occurs:
 - (1) Total daily water demand equals or exceeds 95% of the total operation system treatment capacity for three (3) consecutive days;
 - (2) Total daily water demand equals or exceeds 95% of firm capacity of pump stations for three (3) consecutive days;
 - (3) The total combined storage of Lakes Travis and Buchanan reaches 750,000 acre-feet.
 - (4) The city manager or city manager's designee determines that phase 3 response measures are necessary to protect public health, safety, and welfare.
- (b) Demand reduction target. Phase 3 response measures are designed to achieve a 50% reduction in water use.
- (c) City actions. To manage supply, the city will, in addition to phase 2 response measures:
 - (1) Explore emergency water supply options, which may include arranging for the emergency purchase of water from utilities for which there exists proper agreements for such purchase;

- (2) Increase efforts to inform the public on water conservation strategies;
 - (3) Increase the detection and repair of water leaks in the distribution system;
 - (4) Read water meters as necessary to ensure compliance with this program for the benefit of all the customers.
 - (5) Cease or direct shutoff of all landscape irrigation at City-owned facilities, rights-of-way, public park areas, and public landscape areas.
- (d) Customer actions. Under threat of penalty for violation, phase 2 response measures, along with the following measures which may supersede, shall apply to all retail water customers:
- (1) Landscape irrigation is prohibited except by means of a hand-held hose.
 - (2) Industrial water uses are prohibited except for some limited uses as deemed necessary by the city manager or city manager's designee to protect public health, safety, and welfare.
- (e) Wholesale. The city will contact its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. Mandatory measures will include the curtailment of nonessential water uses in accordance with the wholesale water customer's own drought contingency plan.
- (f) Terminations. Phase 3 may be rescinded when one or more of the following occurs:
- (1) The water treatment plant capacity condition listed above as a triggering event has ceased to exist for five (5) consecutive days;
 - (2) The total combined storage of Lakes Travis and Buchanan reaches 825,000 acre-feet;
 - (3) The city manager or city manager's designee determines that phase 3 response measures are no longer necessary to protect public health, safety, and welfare; or
 - (4) Upon termination of phase 3, the city publicly announces to its customers the end of phase 3 and return to phase 2 conditions.

§ 13.09.013 Conservation phase 4 - critical water conditions and/or water system failure.

- (a) Triggers. Customers shall adhere to the phase 4 response measures when one or a combination of the following occurs:
- (1) Major water line breaks or pump system failures that cause substantial loss of ability to provide water service;
 - (2) Natural or man-made contamination of the water supply source;
 - (3) The total combined storage of Lakes Travis and Buchanan reaches 600,000 acre-feet,

and the LCRA Board declares a prolonged drought worse than the Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies.

- (4) Water demand approaches a reduced delivery capacity for all or part of the system, creating a situation in which water system demand exceeds water system capacity, for an extended length of time, as determined by the city manager or his/her designee;
 - (5) The city manager or city manager's designee determines that phase 4 response measures are necessary to protect public health, safety, and welfare.
- (b) Demand reduction target. Phase 4 response measures are designed to limit the daily water demand to no more than 50% capacity.
- (c) City actions. To manage supply, the city will, in addition to phase 3 response measures:
- (1) Assess the severity of the problem and identify the actions needed and time required to resolve the problem.
 - (2) Issue applicable public notifications and messaging as to the water system or source failure.
 - (3) Severely restrict or prohibit, as appropriate, all water system uses in the affected service area.
 - (4) Read meters as often as needed to ensure program compliance for the benefit of all customers.
 - (5) Direct shutoff of existing and cease issuance of new bulk water meters.
 - (6) Cease acceptance of permit applications or issuance of permits for new, additional, or expanded irrigation systems.
 - (7) Cease acceptance of permit applications for new, additional, or expanded swimming pools.
 - (8) Initiate emergency interconnects or alternative supply arrangements.
 - (9) Implement any additional measures deemed necessary by the city manager or city manager's designee to ensure water system demand reductions necessary to protect public health, safety, and welfare.
- (d) Customer actions. Under threat of penalty for violation, phase 3 response measures, along with the following measure which may supersede, shall apply to all retail water customers:

- (1) Use of water is restricted as deemed necessary to meet the emergency as implemented by the city manager or designee, or the City Council.
- (e) Wholesale. The city will direct its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. The city manager or city manager's designee may cease water supply to the wholesale water customer.
- (f) Termination. Phase 4 may be rescinded when one or more of the following occurs:
 - (1) The water system failure conditions listed above as a triggering event has ceased to exist for five (5) consecutive days.
 - (2) The total combined storage of Lakes Travis and Buchanan is greater than 600,000 acre-feet for 1 month with an increasing trend, and/or the LCRA announces that mandatory Stage 4 water restrictions for firm water customers are no longer required in accordance with the LCRA DCP, and LCRA ceases curtailment of water supply for Leander.
 - (3) The city manager or city manager's designee determines that phase 4 response measures are no longer necessary to protect public health, safety, and welfare.
 - (4) Upon termination of phase 4, the city publicly announces to its customers the end of phase 4 and return to phase 3 conditions.

§ 13.09.014 Enforcement; penalty; termination of water service.

- (a) Compliance. No person or entity shall recklessly, knowingly, or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article, or in an amount in excess of that permitted by the drought response phase in effect at the time pursuant to action taken by the city manager, or his/her designee, in accordance with provisions of this plan.
- (b) Administrative violation procedures.
 - (1) Penalties. Except as otherwise stated herein, each violation of this plan within a 12-month period may be enforced as an administrative violation pursuant to the following:

Violation	Residential Customer	Commercial Customer
First offense	Courtesy warning	Courtesy warning
Second offense	\$50.00	\$200.00
Third offense	\$100.00	\$400.00

Violation	Residential Customer	Commercial Customer
Fourth and subsequent offense(s)	\$200.00, and non-emergency disconnection	\$1,000.00, and non-emergency disconnection

- (2) Penalties during conservation phase 4. Each violation of this plan that occurs within a 12-month period during conservation phase 4 may be enforced as an administrative violation pursuant to the following:

Violation	Residential Customer	Commercial Customer
First offense	Courtesy warning	Courtesy warning
Second and subsequent offense(s)	\$1,000.00, and emergency disconnection*	\$1,000.00, and emergency disconnection*

** Water service may be disconnected under the emergency disconnection procedures set forth in subsection (d)(1) below for a second violation of this article that occurs during conservation phase 4.*

- (3) Notice of first offense. If the city manager, or city manager's designee reasonably believes that a person or entity has violated this plan, then a notice of first offense shall be in writing and include the name and address of the alleged offender, a location and description of the alleged offense and a description of the administrative fees for subsequent violations. This notice will be mailed, posted in a conspicuous location on the property, or hand delivered to the alleged offender's utility billing address.
- (4) Notice of second and/or subsequent offense. If the city manager or city manager's designee reasonably believes that a person or entity has violated this plan again subsequent to and within a 12-month period immediately following the date of the preceding offense, then a notice of second offense will be mailed containing the same information as described in the preceding subsection and a description of the administrative fee for the offense. This notice will be mailed to the alleged offender's utility billing address.
- (5) Appeal of administrative offense.
- (A) An alleged offender may appeal an administrative offense as set forth in this article. They request of an appeal shall not suspend or delay an alleged offender's obligation to pay current outstanding utility or administrative fees. Upon successful appeal of an offense, the city will refund administrative fees paid by the alleged offender.
- (B) The alleged offender may request a hearing regarding the administrative offense and fee with the municipal court judge, who is hereby designated as the hearing

officer pursuant to V.T.C.A., Local Government Code § 54.044, by submitting a written request to the address shown on the citation or notice of violation within 15 days of the date of the notice of the offense. The hearing shall be held in accordance with V.T.C.A., Local Government Code § 54.044.

- (6) Notices. All notices regarding alleged administrative offenses (except for the first offense), including, without limitation, notices of offenses, appeal hearing and final review hearing decisions, shall be in writing and forwarded to the alleged offender via first class mail and/or certified mail, return receipt requested, to the alleged offender's current utility billing address. All notices delivered in this manner shall be deemed as received by the alleged offender within five (5) days of the mailing's postmark.
- (c) Enforcement as criminal violation. Alternatively, and at the city manager's discretion, any violation of this article may be enforced as a criminal violation in accordance with subsection (1) below.
 - (1) Criminal penalty. Any person who violates a provision of this article or fails to comply therewith or with any of the mandatory requirements thereof shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of two thousand dollars (\$2,000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.
- (d) Termination of water service; reconnection charge. The city manager or city manager's designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur in accordance with this section. Services discontinued under such circumstances shall be restored only upon payment of the reinstatement fee set forth in the city's fee schedule, and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city that the same action shall not be repeated while the plan is in effect. Compliance with this article may also be sought through injunctive relief in the district court.
 - (1) Emergency termination. If an officer charged with enforcement of this article determines that a violation of this article constitutes an immediate threat to the public health, safety and welfare, and the owner, occupant, or person in control of the property (the "responsible party") is absent or fails to immediately remedy the violation, the officer may terminate water services to such property. The city manager or designee shall hold a hearing within 72 hours after termination of service to determine whether the responsible party violated this article, unless a later hearing date is requested by the responsible party or the responsible party is unable to be located, in which case the hearing shall be held as soon as possible. Promptly after terminating service, the officer charged with enforcement of this article shall give the responsible party written notice of the termination and hearing, by personal delivery or posting notice of the hearing on or near the front door of each building on the property, or at the Property Manager's door if available. If it is determined at the hearing that the responsible party did not violate this article, the responsible party's utilities shall be immediately reconnected

without charge to the responsible party.

- (2) Non-emergency termination. An officer charged with enforcement of this article who determines that a violation of this article is present may seek termination of water service to the property at which the violation is present after notice and hearing as provided in this subsection. The officer charged with enforcement of this article shall give written notice of the violation of this article to the responsible party and the requirement that the violation be remedied within ten (10) days or water service will be disconnected, such notice to be given by mail or by personal delivery. If the responsible party fails to remedy the violation within the time specified in the notice, the officer charged with enforcement of this article may terminate water service. The responsible party may request a hearing by the city manager regarding termination of service. Written notice of the time and date of the hearing shall be given to the responsible party at least ten days before the hearing date. Notice required by this subsection shall be in writing and delivered to the responsible party by in-person service, or by mail to the responsible party at his/her post office address.
 - (3) Determination at hearing; appeals. If the city manager determines at a hearing held under subsection (1) or (2) above that the responsible party did not violate this article, the responsible party's utilities shall be immediately reconnected without charge to the responsible party. If it is determined that the responsible party violated this article, as appropriate, water service shall not be reconnected until the responsible party remedies the violation of this article and pays all required reconnection fees. The city manager's decision may be appealed to the city council in writing within ten days of the city manager's decision.
- (e) Responsibility for violation.
- (1) For purposes of this article, the person or customer in whose name the utility billing office last billed or who is receiving the economic benefit of the water supply is presumed to have recklessly, knowingly, or intentionally made, caused, used or permitted the use of water received from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article and proof that the violation occurred on the person's or customer's property shall constitute a rebuttable presumption that the person or customer committed the violation.
 - (2) Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents or custodian shall be presumed to be responsible for violations of their minor children, and proof that a violation, committed by a child, occurred on property within the parent's or custodian's control shall constitute a

rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this article and that the parent could not have reasonably known of the violation.

- (3) A person commits an offense if the person performs an act prohibited by this article or fails to perform an act required by this article. Each instance of a violation of this article is a separate offense.
- (4) If a person is convicted for three or more violations of this article within a 12-month period, water service may be disconnected or restricted.
- (5) During phases 3 or 4, the city reserves the right to perform an emergency disconnection for violations of nonessential water uses, regardless of previous violations.
- (6) The city's authority to seek injunctive or other civil relief available under the law is not limited by this article.

§ 13.09.015 Variances.

- (a) The city manager or city manager's designee may grant variances:
 - (1) From specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering; and
 - (2) Allowing the use of alternative water sources (i.e., groundwater, reclaimed wastewater) that do not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection **(b)** below.
- (b) The city manager or city manager's designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:
 - (1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
 - (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.
- (c) Persons requesting variance from the provisions of this article shall file a petition for variance with the city within five (5) working days after the plan or a particular drought response phase has been invoked. All petitions for variances shall be reviewed by the city manager or

city manager's designee, and shall include the following:

- (1) Name and address of the petitioner(s);
 - (2) Purpose of water use;
 - (3) Specific provision(s) of the plan from which the petitioner is requesting relief;
 - (4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with the plan;
 - (5) Description of the relief requested;
 - (6) Period of time for which the variance is sought;
 - (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and compliance date; and
 - (8) Other pertinent information.
- (d) Variances granted by the city shall be subject to the following conditions, unless waived or modified by the city manager or city manager's designee:
- (1) Variances granted shall include a timetable for compliance.
 - (2) Variances granted shall expire when the specific provision of the plan from which the petitioner requested relief is no longer in effect or prior to expiration if, the petitioner has failed to meet specified requirements.
- (e) No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.

Section 3. Conflicting Ordinances. Article 13.09, Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

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

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the applicable provisions of the Tex. Loc. Gov't. Code and the City Charter.

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 the **16th** day of **May, 2024**.

THE CITY OF LEANDER, TEXAS


Christine DeLisle, Mayor



ATTEST:


Dara Crabtree, City Secretary

Appendix D: Regional Water Planning Group Notification



Placeholder for Regional Planning Group Notification Letters



Appendix E: Water Conservation Plan Adoption Ordinance



Placeholder for Water Conservation Plan Adoption Ordinance



CITY OF LEANDER, TEXAS

WATER CONSERVATION PLAN

PREPARED FOR:
CITY OF LEANDER



PREPARED BY:
K•FRIESE
+ ASSOCIATES
PUBLIC PROJECT ENGINEERING

~~OCTOBER 2019~~ May 2024

TABLE OF CONTENTS

Section 1.0	Introduction and Utility Profile.....	1
1.1	Introduction	1
1.2	Utility Profile	1
Section 2.0	Water Conservation Plan Requirements.....	2
2.1	Record Management System	2
2.2	Specific, Quantified Five- and Ten- Year Targets	2
2.3	Measuring and Accounting for Diversions	3
2.4	Universal Metering	3
2.5	Measures to Determine and Control Water Loss	3
2.6	Continuing Public Education & Information	3
2.7	Non-Promotional Water Rate Structure	3
2.8	Reservoir Systems Operations Plan.....	43
2.9	Enforcement Procedure and Plan Adoption	4
2.10	Coordination with the Regional Water Planning Groups	4
2.11	Plan Review and Update	4
2.12	Leak Detection and Repair	4
2.13	Contract Requirements	4
Section 3.0	Additional Conservation Strategies	5
3.1	Conservation Program Manager	5
3.13.2	Conservation Water Rate Structure	5
3.23.3	Wastewater Reuse Program.....	5
3.33.4	Method for Monitoring Effectiveness	5
Section 4.0	Drought Contingency Plan	5
4.1	Stage-Phase 1 – Voluntary Water Conservation Base Conditions.....	5
4.2	Stage-Phase 2 – Moderate Water Shortage Conditions Water Use Reduction	6
4.3	Stage-Phase 3 – Severe Water Shortage Conditions Water Emergency	7
4.4	Stage-Phase 4 – Emergency Water Conditions Water System Failure	7
4.5	Initiation and Termination Procedures	8
4.6	Variances and Enforcement	8
4.7	Measures to Inform and Educate the Public.....	910

APPENDICES

Appendix A: Water Conservation Utility Profile
Appendix B: Water Rate Structure
Appendix C: Water Conservation and Drought Contingency Plan Ordinances
Appendix D: Regional Water Planning Group Notification
Appendix E: Water Conservation Plan Adoption Ordinance



Section 1.0 Introduction and Utility Profile

1.1 Introduction

The City of Leander Water Conservation Plan is designed to promote and maintain efficient use of water for the City and its water utility customers. The purpose of the Water Conservation Plan is to establish short and long-term consumption goals and develop implementation strategies and processes for achieving these goals in accordance with 30 TAC Chapter 288.

1.2 Utility Profile

A copy of the latest Water Conservation Plan Annual Report complete Utility Profile is included as Appendix A.

Service Area Data and Population

The City of Leander water service area includes the City and portions of its Extra Territorial Jurisdiction, encompassing approximately 76-75 square miles. Approximately 2513% of the service area is located within northern Travis County with the remainder located within Williamson County. The major watersheds within the service area include San Gabriel and Colorado River. The majority of the service connections within the water system are residential, approximately 7895% single family and 2-53.1% multi-familycommercial connections. The remaining connections are split between commercial-multi-family (44-50.4%), institutional uses (5-50.7%), and reuse (2-5<0.0%).

The official U.S. Census population count for the City of Leander in 2014-2020 was 34,67959,202. The current (end -of 20182023) population estimate for the City is 49,23494,218, an increase of approximately 3059%.

Water System

The key water use statistics for 2014-2019 through 2018-2023 are provided in Table 1. Average per person usage is given in gallons per capacity per day (GPCD) and average and peak daily water demand is given in -MGD. The peak day to average day ratio varies from 1.679 to 2-531.87, meaning that peak day demand is approximately-slightly less than twice the average demand.

Table 1: Municipal Water Demand 20142019-20182023

Year	<u>20142</u> <u>019</u>	<u>2015202</u> <u>0</u>	<u>20162</u> <u>021</u>	<u>20172</u> <u>022</u>	<u>2018202</u> <u>3</u>
Peak GPCD	<u>22931</u> <u>1</u>	<u>282215</u>	<u>23017</u> <u>0</u>	<u>19415</u> <u>5</u>	<u>200199</u>
Annual Average GPCD	<u>10416</u> <u>6</u>	<u>112122</u>	<u>11110</u> <u>0</u>	<u>10896</u>	<u>111109</u>
Peak Day (MGD)	<u>9-101</u> <u>5.29</u>	<u>11-916.7</u> <u>9</u>	<u>11-51</u> <u>4.74</u>	<u>10-82</u> <u>0.46</u>	<u>12-718.7</u> <u>4</u>
Average Day (MGD)	<u>4-148</u> <u>16</u>	<u>4-719.50</u>	<u>5-528</u> <u>66</u>	<u>6-051</u> <u>1.01</u>	<u>7-0511.0</u> <u>7</u>
Peaking Factor	<u>2-021</u> <u>87</u>	<u>2-531.76</u>	<u>2-081</u> <u>70</u>	<u>1-791</u> <u>86</u>	<u>1-841.69</u>

The current water supply source for the City is a contract amount obtained from Lake Travis managed by the Lower Colorado River Authority (LCRA). The water is treated at the Sandy Creek Water Treatment Plant managed by the City of Leander, or at the Brushy Creek Regional Utility Authority (BCRUA) Water Treatment Plant, which provides water to the Cities of Round Rock and Cedar Park in addition to the City of Leander. The Sandy Creek Water Treatment Plant has a design capacity of 12 million gallons per day (MGD), and the Brushy Creek Regional Utility Authority (BCRUA) WTP supplies up to 5-15.17 MGD to Leander -which will increase each year. The City system has a design storage capacity of 4-936.68 million gallons with all 4-934.68 million gallons serving as elevated storage on the various pressure planes. Additionally, the City is under construction on 2-one new tanks that will add an additional 4-751.25 million gallons of elevated storage by the end of 2019mid-2024.



Wastewater System

The wastewater system is currently operated by the City of Leander and includes approximately ~~16,260~~27,247 connections. Wastewater treatment is provided by the Leander Wastewater Treatment Plant (City operated, permitted design capacity of 2.25 MGD), Travisso Wastewater Treatment Plant (City operated,



permitted design capacity of ~~0.25-52~~ MGD), and the Brushy Creek Regional Wastewater System (BCRWWS) Treatment Plant (Leander ~~is currently leasing 1 MGD of~~ capacity of 4.23 MGD in this facility). The BCRWWS treatment plant is regional and provides treatment facilities for the Cities of Leander, Round Rock, Cedar Park, Austin, and two Municipal Utility Districts. ~~This regional facility is in design to expand its overall capacity with Leander becoming a permanent owner of 1.8 MGD of capacity in the facility in 2020.~~

Section 2.0 Water Conservation Plan Requirements

The City of Leander Water Conservation Plan contains measures to positively impact both water system operations as well as ~~directly affect water~~ use and promote responsible water use behavior. The purpose of the Water Conservation Plan is to develop and implement conservation programs that will:

- Reduce peak day water demand
- Reduce water loss and water waste
- Decrease per capita day consumption
- Reduce real and apparent water losses
- Maintain the community's quality of life while continuing to enhance economic growth
- Prevent the pollution of ground and surface water sources

2.1 Record Management System

The record management system is outlined in Leander's utility profile in Appendix A. The utility profile classifies water sales and uses in the most detailed level of water use data currently available, including residential (single and multi-family), commercial, institutional, and reuse.

2.2 Specific, Quantified Five- and Ten- Year Targets

Total GPCD includes both the residential and non-residential usage making it difficult to identify and quantify the impact that conservation and changes in residential usage patterns have on the Total GPCD. To determine these impacts, the Residential GPCD was also determined for comparative purposes and goal determination. The Total GPCD water use for the ~~2018-2023~~ calendar year was ~~444-109~~ GPCD. The Residential GPCD for ~~2018-2023~~ was ~~75-87~~ GPCD and the water loss was ~~17-8~~ GPCD. In ~~2018~~2023, the City of Leander used a total of ~~almost approximately 2-4~~ billion gallons of water with the population estimated at ~~63,78094,218~~. The average water loss over the last 5 years was ~~14~~10% compared to ~~15~~14% for the previous 5-year average. The City of Leander has utilized some of the strategies outlined in AWWA's Manual: *M36 Water Audits and Loss Control Programs*. For instance, the City has ~~started to~~installed automatic meter reading (AMR) meters which results in earlier detection of potential water loss connections. In ~~2018~~2023, AMR meters made up ~~54~~56% of the city's total meters. The need to reduce water use ~~in order to~~to provide a sustainable water supply is of great importance as droughts have continued to plague the local region. The five-year and ten-year targets are summarized in Table 2.

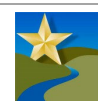
Table 2: Water Conservation Plan Goals

	Historic 5-year Average	5-year Goal Year 2024 <u>2029</u>	10-year Goal Year 2029 <u>2034</u>
Total GPCD	409 <u>119</u>	406 <u>117</u>	404 <u>115</u>
Residential GPCD	768 <u>4</u>	748 <u>2</u>	728 <u>0</u>
Water Loss (GPCD)	461 <u>1</u>	46 <u>10</u>	459
Water Loss Percentage	141 <u>0</u> %	14 <u>10</u> %	138 <u>%</u>

The equations used to determine the criteria above are:

$$\text{Total GPCD} = \frac{\text{Total Gallons in System}}{365 * \text{Permanent Population}}$$

$$\text{Residential GPCD} = \frac{\text{Gallons Used for Residential Use}}{\text{Permanent Population}}$$



$$\text{Water Loss GPCD} = \frac{365 * \text{Residential Population} \times \text{Total Water Loss}}{365 * \text{Permanent Population}}$$



$$\text{Water Loss Percentage} = \frac{100 * \text{Total Water Loss}}{\text{Total Gallons in System}}$$

2.3 Measuring and Accounting for Diversions

The City of Leander's water supply is provided by two water treatment plants managed by the City of Leander and through the BCRUA system. Each entity is responsible under contract for the proper calibration and annual adjustment of water supply meters for their respective water sources.

Water meters are purchased by the City and maintained and read monthly by city staff. City policy is to purchase AWWA approved meters which record with a less than 5 percent error rate.

2.4 Universal Metering

The City of Leander maintains logs for meter calibration, meter testing and meter replacement. The City policy is to replace aging meters as issues are identified or at the request of a customer. Currently, the City ~~has started to~~ replaces old meters and connections with Automatic meter reading (AMR) meters.

2.5 Measures to Determine and Control Water Loss

To implement the goals and conservation plan, the city will conduct annual calibration testing on all finished water supply meters. In addition, replacement of water lines found to be leaking or are in generally poor condition will be completed as quickly as practical to ensure minimal water loss. Monthly water audits will be conducted to determine the water loss.

The City of Leander has experienced water loss (expressed as the percentage of the difference between water usage billed and water pumped to total water pumped) averaging ~~14.10~~% over the last five years. The average water loss in ~~2018-2023~~ was ~~17.8~~%. To determine and control this unaccounted-for water loss, the City of Leander shall conduct periodic visual inspections along the distribution line routes, annual audits of the water system to determine potential loss due to illegal connections and proper accounting for loss due to flushing and fire-fighting. The City will begin installing Advanced Metering infrastructure in late 2024. Previously, and through 2023, the City has started a pilot program for installed AMR smart meters which will allowed for faster reading of meters, resulting in earlier detection of potential water loss locations. AMR meters are currently installed for all new connections and when old meters are replaced. ~~In 2018, the City of Leander has~~ installed ~~291-597~~ meter swap service orders in 2023 which increased the amount of AMR meters to ~~9,578~~16,698 out of the city's ~~47,724~~29,919 meters. In effect, AMR meters make up ~~54.56~~% of the city's total meters.

2.6 Continuing Public Education & Information

~~The City of Leander plans to work directly with the LCRA on conservation education. The LCRA is available to give talks and presentations on water conservation, provide technical training to Leander staff on how to do landscape irrigation audits, and provide technical assistance with development of ordinances.~~

The city will periodically provide the public with information about the drought contingency plan, including information about the conditions under which each stage of the plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information is provided by means of press releases, brochure distribution, displays, exhibits, presentations, community events, updates on the City's website, trailer-mounted message boards, ~~or utility bill inserts and social media campaigns.~~ In addition, the initial process for enforcement of the City's Drought Contingency Plan is to send a warning letter to the resident with an explanation of the violation.

2.7 Non-Promotional Water Rate Structure

The City of Leander uses cost-based water rate structure that includes a uniform volumetric charge, and does not promote the excessive use of water. All water customers in the City of Leander pay a monthly Customer Charge, determined by the water meter size, a standard water reserve charge per living unit equivalent, and a water consumption charge per each 1,000 gallons of water used, determined by the



connection category. The water consumption charge can be amended by the City Council by resolution or order to establish summer conservation rates for the period from June 1st through September 30th of each year. Effective January 1, 2022, Leander implemented tiered rates to encourage water conservation. The City of Leander water rate schedule is included in Appendix B.



2.8 Reservoir Systems Operations Plan

The City of Leander does not operate any reservoirs and so a reservoir systems operations plan is not applicable.

2.9 Enforcement Procedure and Plan Adoption

The City Manager or his/her designee is appointed to implement the Water Conservation and Drought Contingency Plan upon determination that such implementation is necessary to protect public health, safety and welfare. The City Manager or his/her designee shall have the authority to initiate or terminate elements of the plan. The complete implementation and enforcement plan elements are included in Appendix C.

Article 13.09 – WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN of the City of Leander's Code of Ordinances is in place as a means of implementing and enforcing this plan. Originally adopted as Ordinance 11-027-00, ~~exhibit A, of the City of Leander Code of Ordinances, adopted~~ September 1, ~~2011~~, and most recently amended ~~March 20, 2014~~ May 16, 2024.

2.10 Coordination with the Regional Water Planning Groups

The service area of the city is located within two Regional Water Planning Groups: Region G, Brazos River Authority, within Williamson County; and Region K, Lower Colorado River Authority, within Travis County. A copy of the conservation plan has been sent to both the Region G and Region K water resource planning administrators. A copy of the letters notifying the Regional Water Planning Groups is included in Appendix D.

2.11 Plan Review and Update

A copy of the signed Ordinance adopting the Water Conservation and Drought Contingency Plan is included in Appendix E. The Water Conservation Plan Annual Report is required to be submitted by May 1 of the year. The Annual Report is an online form shall be completed and submitted by the Public Works Director for the City of Leander.

2.12 Leak Detection and Repair

~~The City maintains a program of leak detection, leak repair, and water loss accounting in the water transmission lines and distribution system to control unaccounted for losses of water. Data is recorded daily and reviewed on a monthly basis based on service orders and SCADA. Water audits are conducted annually by both City Staff and a Third-Party Contractor. Real water losses are identified and corrected when found or reported. A program is being developed to maintain logs of the city's Leak Detection Program. These records will include inspections of water main fittings and connections. Periodic leak detection audits will be conducted.~~ If unaccounted-for water loss above normal occurs, the City sends crews to check sections of transmission main for leaks. Most leaks, illegal connections or abandoned services are detected by field crews or reported by the public. Once found, leaks are repaired by City crews.

~~The Leander Water and Wastewater Utility conducts a water audit each month to identify real water losses and correct applicable reports.~~ Real water losses are minimized by replacing deteriorated water mains and customer service lines. These replacement programs are ongoing.

2.13 Contract Requirements

An interlocal cooperation agreement was executed to provide a maximum of 2,083 and 930 gallons per minute of potable water to the City of Georgetown and the City of Liberty Hill, respectively.

All wholesale water contracts require compliance with the city's drought contingency and water conservation programs. Each contract specifies that the water supplied to the wholesale customer may ~~be~~ reasonably limited by the City on the same basis and to the same extent as the supply of water to any other customers within the city.

All wholesale contracts entered ~~into~~, renewed, or extended include provisions for distributing water to the wholesale customers in accordance with the Texas Water Code, Section 11.039. Customer entities are prohibited from selling water provided by the City of Leander.



Section 3.0 Additional Conservation Strategies

3.1 Conservation Program Manager

The City created a Conservation Program Manager position to coordinate and monitor the conservation efforts of the City and its residents.

3.13.2 Conservation Water Rate Structure

The City of Leander uses cost-based water rate structure that includes a uniform volumetric charge, and does not promote the excessive use of water. Effective January 1, 2022, Leander implemented tiered rates to encourage water conservation. The City of Leander water rate schedule is included in Appendix B.

3.23.3 Wastewater Reuse Program

Approximately 5 percent of the wastewater treated by the City of Leander is reused for plant operations including plant wash down and chlorination or dechlorination. The Travisso Water Reuse Plant was placed into operation in November 2015. The plant supplies treated recycled wastewater and raw water to irrigate the Crystal Falls Golf Course and Travisso rights-of-way and other landscaped areas.

3.33.4 Method for Monitoring Effectiveness

In order to track the progress of the Water Conservation and Drought Contingency Plan, the City will utilize the following procedures:

- Logs will be maintained for meter calibration, meter testing and meter replacement.
- Monthly water audits to determine water loss shall be documented and kept in the Water & Wastewater Utility Department files.
- Records of all public education shall be maintained.
- Rates are tracked and monitored biannually by an outside consultant contracted by the City. A three-year outlook is performed at each study. The last study took place in December-July of 2021~~17~~.
- A program ~~is being developed to~~ maintain logs of the city's Leak Detection Program. These records ~~will~~ include inspections of water main fittings and connections. Periodic leak detection audits ~~will be~~ are conducted.

Section 4.0 Drought Contingency Plan

The city manager or his/her designee shall monitor the water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage phase of the plan. The base water conservation plan, outlined in Phase 1, shall be in force at all times unless subsequent phases are enacted. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.

~~Unless there is an immediate and extreme reduction in water production, or other absolute necessity to declare an emergency or severe condition, the City will initially declare Stage 1 restrictions. If, after a reasonable period of time, demand is not reduced enough to alleviate outages, reduce the risk of outages, or comply with restrictions required by a court, government agency or other authority, Stage 2 may be implemented with Stage 3 and Stage 4 to follow if necessary.~~ The complete Drought Contingency Plan is included as Appendix C.

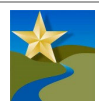
4.1 Stage Phase 1 – Voluntary Water ConservationBase Conditions

Triggers:

Phase 1 base conditions will be in effect year-round. Customers shall be requested to voluntarily conserve



~~water and adhere to the Stage 1 drought response measures each year from May 1 through September 30. In addition, customers shall be requested to adhere to the Stage 1 drought response measures when one or a combination of the following occurs: the total daily water demand equals or exceeds 80% of the total operation system treatment capacity for three consecutive says or 85% on a single day; or when the combined storage of Lake Travis and Lake Buchanan reaches 1.4 million acre-feet in accordance with the LCRA.~~



Demand Management Measures:

~~Stage 1 drought response measures are designed to limit the daily water demand to no more than 80% capacity for three days and to achieve a 5% reduction in water use.~~

To manage supply, the City will continually review system operations, ~~and~~ identify ways to improve the system efficiency and accountability, ~~and will actively promote drought-related issues and the need to conserve~~water conservation.

The City will request water customers to voluntarily ~~comply with the Stage 2 water use restrictions, including watering landscapes no more than twice per week, as well as voluntarily limiting and reducing~~ the use of water for nonessential purposes and to practice water conservation. In addition, the City will establish mechanisms to ~~Water customers will be reminded~~ water customers ~~to follow the practice water conservation year-round water waste restrictions.~~



The City will require water customers to comply with Phase 1 water use restrictions. It is unlawful for any customer to waste water through use that serves no practical purpose, including failure to repair leaks within a reasonable time. Residential water customers shall not water landscapes more than twice per week. Homeowners' associations as well as multi-family and non-residential lot owners who are water customers must have their automatic irrigation systems inspected once a year and shall not water landscapes more than once per week.

Requirements for Termination:

~~Stage 1 restrictions may be rescinded when the water treatment plant capacity condition listed above as a triggering event has ceased to exist for five consecutive days or the LCRA announces that voluntary restrictions by its firm raw water customers are no longer needed. Upon termination of the Stage 1 restrictions, the City will publicly announce the termination to its customers and notify the LCRA.~~

4.2 Stage Phase 2 – Moderate Water Shortage ConditionsWater Use Reduction

Triggers:

Customers shall adhere to ~~the Stage Phase 2 drought response measures~~conditions when one or ~~more a combination~~ of the following occurs: ~~the total daily water demand equals or exceeds 9390% of the total operation system treatment total operation system treatment capacity for three consecutive days; total daily water demand equals or exceeds 90% of the firm capacity of key pump stations for three consecutive days; or 95% on a single day; pumping hours per day of 18 hours; or when the combined storage of Lake Travis and Lake Buchanan reaches 900,000 acre-feet in accordance with the LCRA's requirements, which are subject to change; on March 1 or July 1, the total combined storage in Lakes Buchanan and Travis is below 1.1 million acre-feet and the cumulative prior three months of inflows to those lakes is less than the 25th percentile of historic inflows for the three-month periods; or the city manager or his/her designee determines that phase 2 response measures are necessary to protect public health, safety, and welfare.~~

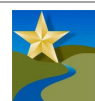
Demand Management Measures:

~~Stage Phase 2 drought response measures are designed to limit the daily water demand to no more than 80% capacity for three days or 85% for one day and to achieve a 10-20% reduction in water use and 17 pump hours per day.~~

To manage supply, the City ~~apply all water use restrictions prescribed for Stage 2 for city utility owned facilities and properties, will~~ discontinue water main and line flushing unless necessary for public health reasons. ~~The City will also suspend hydrant testing, city vehicle washing, street cleaning, and landscape irrigation in city parks. In addition, the City will visually inspect lines on a regular basis, and repair leaks on a regular basis, and increase efforts to inform the public on water conservation strategies, which includes conducting~~ a monthly review of customer use records and follow up on any that have unusually high usage. ~~The City will keep wholesale treated water customers informed about supply conditions and will initiate discussion about measures to reduce all nonessential water uses.~~

Under threat of penalty for violation, the following water restrictions shall apply to all retail water customers:

- a. Water customers are required to participate in the ~~twice~~once-weekly watering schedule determined by the City. Outdoor water use shall only occur on a designated watering day.
- b. Outdoor watering is prohibited between the hours of ~~407~~:00 a.m. and 7:00 p.m. This prohibition does not apply to irrigation of landscaped areas if it is by means of a hand-held hose, ~~at a commercial plant nursery, during the testing of a new irrigation system installation or an existing irrigation system repair, or a faucet-filled bucket or watering can of five gallons or less;~~
- c. ~~Other nonessential water uses are prohibited except for use from hydrants and flush valves for construction purposes as well as addition of water to pools and splash pads to maintain purification systems and structural integrity. The use of water to wash any motorA vehicle or boat may be washed at a commercial carwash facility at any time. If washing of boats or vehicles occurs at a residence or as a part of a charity fundraising event on a commercial property, it must occur on the property's is prohibited except on~~ designated watering day.s



~~between the hours of midnight and 10 a.m. and between 7 p.m. and midnight and must be done with a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle. A vehicle may be washed any time at a commercial carwash facility or commercial service station; and~~
~~d.c. Water customers are requested to practice water conservation and prohibit non-essential uses of water.~~



Requirements for Termination:

~~Stage-Phase~~ 2 restrictions may be rescinded when one or more of the following occurs: the water treatment plant capacity conditions listed above as a triggering event ~~have~~s ceased to exist for five consecutive days; The combined storage of Lakes Travis and Buchanan reaches 1,100,000 acre-feet in accordance with the LCRA DCP; or the City manager or his/her designee determine that Phase 2 requirements are no longer necessary to protect public health, safety, and welfare. ~~the LCRA announces that voluntary restrictions by its firm raw water customers are no longer needed.~~ Upon termination of the ~~Stage-Phase~~ 2 restrictions, the City will publicly announce the termination to its customers ~~and notify both the LCRA and Texas Commission on Environmental Quality (TCEQ).~~ ~~Stage-Phase~~ 1 restrictions will then be in effect.



4.3 **Stage Phase 3 – Severe Water Shortage Conditions Emergency**

Triggers:

Customers shall adhere to the ~~Stage Phase 3 drought response measures conditions~~ when one or ~~more a combination~~ of the following occurs: the total daily water demand equals or exceeds 95% of the total operation system treatment capacity for three consecutive ~~days~~; ~~total daily water demand equals or exceeds 95% of firm capacity of pump stations for three consecutive days or 97% on a single day; pumping hours per day of 22 hours; when~~ the combined storage of Lake Travis and Lake Buchanan reaches 600,750,000 acre-feet in accordance with the LCRA; or ~~the city manager or his/her designee determines that Phase 3 response measures are necessary to protect public health, safety, and welfare when the LCRA board declares a drought worse than the drought of record or other water supply emergency and orders the mandatory curtailment of firm water supplies.~~

Demand Management Measures:

~~Stage Phase 3 drought response measures are designed to limit the daily water demand to no more than 80% capacity for three days or 85% for one day and to achieve a 2050% reduction in water use and 17 pump hours per day.~~

To manage supply, in addition to the ~~Stage Phase 2 measures~~, the ~~Ceity~~ will ~~do the following~~: ~~discontinue water main and line flushing unless necessary for public health, safety, and welfare; explore emergency water supply options, which may include arranging for the emergency purchase of water from utilities for which there exists proper agreements for such purchase; cease or direct shutoff of all landscape irrigation at City-owned facilities, rights-of-way, public park areas, and public landscape areas; increase efforts to inform the public on water conservation strategies; increase the detection and repair of water leaks in the distribution system; and read water meters as necessary to ensure compliance with Phase 23 for the benefit of all customers. The City will contact its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements.~~ ~~explore additional emergency water supply options.~~

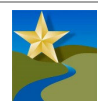
Under threat of penalty for violation, the following water restrictions shall apply to all retail water customers in addition to the ~~Stage Phase 2 measures~~:

- a. ~~Landscape irrigation is prohibited except by means of a hand-held hose. Water customers are required to participate in the once weekly watering schedule determined by the City. Outdoor water use shall only occur on a designated watering day.~~
- b. ~~Industrial water uses are prohibited except for some limited uses as deemed necessary by the city manger or his/her designee to protect public health, safety, and welfare. Outdoor watering is prohibited between the hours of 10:00 a.m. and 7:00 p.m. This prohibition does not apply to irrigation of landscaped areas if it is by means of a hand-held hose or a faucet-filled bucket or watering can of five gallons or less; and~~
- c. ~~The use of water to wash any motor vehicle is prohibited. A vehicle may be washed any time at a commercial carwash facility or commercial service station.~~

Requirements for Termination:

~~Stage Phase 3 restrictions~~ may be rescinded when ~~one or more of the following occurs~~: the water treatment plant capacity conditions listed above as a triggering event has ceased to exist for five consecutive days; combined storage of Lakes Travis and Buchanan is greater than 825,000 acre-feet in accordance with the LCRA DCP for 1 month with an increasing trend; or the City manager or his/her designee determine that Phase 3 response measures are no longer necessary to protect public health, safety, and welfare. ~~or the LCRA announces that mandatory restrictions by its firm raw water customers are no longer required. Upon termination of the Stage Phase 3 restrictions, the City will publicly announce the end of Phase 3 and return to the termination to its customers and notify both the LCRA and TCEQ. Stage Phase 2 restrictions will then be in effect conditions.~~

4.4 **Stage Phase 4 – Emergency Critical Water Conditions and/or Water System Failure**



Triggers:

Customers shall adhere to the ~~Stage-Phase 3-4~~ drought response measures when one or a combination of the following occurs: major water line breaks or pump system failures that cause substantial loss of ability to provide water service; ~~natural or man-made contamination of the water supply source; water demand approaches a reduced delivery capacity for all or part of the system, creating a situation in which water system demand exceeds water system capacity, for an extended length of time, as determined by the city manager or his/her designee~~~~the total daily water demand equals or exceeds 100% of the total operation system treatment capacity; or the city manager or his/her designee determines that Phase 4 response measures are necessary to protect public health, safety, and welfare. pumping hours per day of 24 hours;~~ ~~natural or man-made contamination of the water supply source; or when the LCRA general manager or board declares a water supply emergency.~~ Combined storage of Lakes Travis and Buchanan reaches 600,000 acre-feet, in accordance with the LCRA DCP and/or the LCRA Board declares a prolonged drought worse than the drought of record or other water supply emergency and orders the mandatory curtailment of firm water supplies.





Demand Management Measures:

Stage 4 drought response measures are designed to limit the daily water demand to no more than ~~90~~50 % ~~percent~~ capacity ~~and 22 pump hours per day~~.

To manage supply, the City ~~will do the following: assess the severity of the problem and identify the actions needed and time required to resolve the problem; issue applicable public notifications and messaging as to the water system or source failure; severely restrict or prohibit, as appropriate, all water system uses in the affected service area; read meters as often as needed to ensure program compliance for the benefit of all customers; direct shutoff of existing and cease issuance of new bulk water meters; cease acceptance of permit applications or issuance of permits for new, additional, or expanded irrigation systems; cease acceptance of permit applications for new, additional, or expanded swimming pools; initiate emergency interconnects or alternative supply arrangements; implement any additional measures deemed necessary by the City Manager or City Manager's designee to ensure water system demand reductions necessary to protect public health, safety, and welfare. The City will direct its wholesale treated water customers to mandatory measures to control water demand and to ensure capacity for emergency response requirements. The City manager or his/her designee may cease water supply to the wholesale water customer, shall visually inspect lines and repair leaks on a regular basis, flushing is minimized for dead end mains and to operate the distribution system according to applicable regulations, emergency interconnects or alternative supply arrangements shall be initiated, and all meters shall be read as often as necessary to insure compliance with this program for the benefit of all the customers.~~

Under threat of penalty for violation, ~~Phase 3 response measures, along with~~ the following ~~measures which may supersede, water restrictions~~ shall apply to all retail water customers ~~in addition to the Stage Phase 23 restrictions:~~

- a. Outdoor watering is prohibited;
- ~~b. Use of water is restricted as deemed necessary to meet the emergency~~Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare; and
- ~~c.b. No applications for new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.~~

Requirements for Termination:

~~Stage Phase 4 restrictions~~ may be rescinded when the water ~~system failure treatment plant capacity conditions~~ listed above as a triggering event has ceased to exist for five consecutive days or ~~the City manager or his/her designee determine that Phase 4 response measures are no longer necessary to protect public health, safety, and welfare. Combined storage of Lakes Travis and Buchanan is greater than 600,000 acre-feet in accordance with the LCRA DCP for 1 month with an increasing trend and/or the LCRA announces that mandatory Stage 4 water restrictions for firm water customers are no longer required in accordance with the LCRA DCP, and LCRA ceases curtailment of water supply for Leander. the LCRA announces that mandatory restrictions by its firm raw water customers are no longer required. Upon termination of the Stage 4 restrictions, Upon termination of Phase 4, the City will publicly announce the termination to its customers end of Phase 4 and notify both the LCRA and TCEQ. return to Stage Phase 3 restrictions will then be in effect~~conditions.

4.5 Initiation and Termination Procedures

The city manager or his/her designee is hereby authorized and directed to implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare. The city manager or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this article.

~~The city shall notify the executive director of the state commission on environmental quality and the LCRA general manager in writing within five (5) business days of the implementation of any mandatory provisions of the drought contingency plan. The LCRA general manager will be notified of the termination of any provisions of the drought contingency plan. The executive director of the TCEQ will be notified of the~~



~~termination of mandatory provisions of the drought contingency plan~~

4.6 Variances and Enforcement

Variances

The city manager or his/her designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- a. Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
 - b. Alternative methods can be implemented which will achieve the same level of reduction in water use.
-



Requests for one-time exceptions to conservation measures would be considered by the city on a case-by-case basis and may be granted for up to 21 days for new lawn installations. However, irrigation of new lawn installations is still limited to the watering hours of 7 p.m. to 7 a.m. Exceptions will not be granted in the months of June, July, or August.

Persons requesting an exemption from the provisions of this article shall file a petition for variance with the city within 5 working days after the plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the city manager, or his/her designee, and shall include the following:

- a. Name and address of the petitioner(s);



- b. Purpose of water use;
- c. Specific provision(s) of the plan from which the petitioner is requesting relief;
- d. Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with the plan;
- e. Description of the relief requested;
- f. Period of time for which the variance is sought;
- g. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and compliance date; and
- h. Other pertinent information.

All variances granted must include a timetable for compliance and will expire when the plan is no longer in effect, unless the petitioner has failed to meet specified requirements. No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.

Enforcement

No person or entity shall recklessly, knowingly or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the city manager, or his/her designee, in accordance with provisions of this plan.

Any violation of this plan may be enforced as an administrative violation. This first offense shall consist of a courtesy warning mailed to the alleged offender's utility billing address. Subsequent violations shall be within a 12-month period immediately following the date of the preceding offense. A notice of the violation and a description of the administrative fee for the offense will be mailed to the alleged offender's utility billing address. An alleged offender may appeal an administrative offense within fifteen (15) business days of the date of the notice of offense and request a hearing.

Any person who ~~shall violate~~ any of the provisions of this article, or ~~shall fail~~ to comply therewith, or with any of the mandatory requirements thereof, within the city limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of ~~two thousand dollars (\$2,000.00)~~. Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.

The city manager or his/her designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of ~~a reconnection charge~~ the reinstatement fee set forth in the city's fee schedule, hereby established at \$1,000.00, and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city that the same action shall not be repeated while the plan is in effect. Compliance with this article may also be sought through injunctive relief in the district court.

4.7 Measures to Inform and Educate the Public

Public notification of the initiation or termination of drought response stages shall be by one or more combination of methods which may include, but is not limited to, a variety of ways; examples include media releases, bill inserts, website announcements, digital platform messages, e-mail and automated telephone calls, and signs posted at service area entry points ~~to the service area or a combination of these methods.~~

~~As the city's limiting factor is water treatment capacity and water usage typically peaks during the summer months, Stage 1 of the plan is in effect each year from May 1 through September 30. A reminder notice will be placed in the utility billing before May 1. Notice(s) will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. A copy of the current public announcement on water conservation awareness shall be kept on file and available for inspection by the TCEQ.~~







EXECUTIVE SUMMARY
6/6/2024

AGENDA SUBJECT:

Approval of Change Order No.4 with Chasco Constructors, for the Raider Way and Woodview Drive Improvements (T.12), decreasing the current contract amount of \$15,696,569.50 by an amount of \$57,679.45, providing for miscellaneous changes to bring the contract up to date to reflect the current construction work, for a new total of \$15,638,890.05, with no extension of term duration, and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

In 2016, the City approved bonds for improvements to Raider Way and East Woodview Drive, adjacent to Rouse High School and Wiley Middle School, as proposed project T.12 Raider Way and East Woodview Drive Roadway Improvements, in response to safety concerns and traffic congestion immediately adjacent to the two (2) schools.

The improvements include widening Raider Way and Woodview Drive, providing for center turn lanes and better controlled crosswalks, adjusting traffic signals, correcting drainage, adding detention ponds, increasing the waterline size along Woodview Drive, procuring needed easements and right-of-ways, and replacing adjacent utilities underground within a duct bank of conduits.

Relative to Change Order No. 3, to widen and adjust the size and shape of Detention Pond "A" due to the unknown conditions found with the geothermal pipes, and adjustment of those geothermal pipes, Change Order No. 4 provides a credit back to the City for the previous Change Order No. 2, which Change Order No. 3 replaced, in the deductive amount of \$188,944.00. Change Order No. 4 does capture additional changes for added scope of work and increased costs, which have occurred during the construction process, reducing the credit back to the City for the amount of \$57,679.45.

HISTORY/TIMELINE:

07/06/2023 - Base Contract Agreement approved by City Council in the amount of \$15,164,644.00.

11/02/2023 - Change Order No.1 to add duct banks to the project was approved by City Council in the amount of \$61,655.00.

11/02/2023 - Change Order No. 2 to lower geothermal pipes was approved by City Council in the amount of \$188,944.00.

03/7/2024 - Change Order No. 3 to shallow and widen the pond, adjust the incoming flow and the related storm water pipes, and adjust the alignment of the geothermal pipes in lieu of cutting and shortening the pipes was approved by City council in the amount of \$281,326.50.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of Change Order No. 4, in the deductive amount of \$57,679.45, to the Construction Contract agreement, for the CIP project T.12, decreasing the current contract amount of \$15,696,569.50 to a new total of \$15,638,890.05, to Chasco Constructors, and authorize the City Manager to execute all necessary documents.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	(\$57,679.45)
<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>	55-01-8391

Attachments:

1. Change Order No. 4

CHANGE ORDER NO. 4

Owner: City of Leander Owner's Project No.: T.12
Engineer: Walker Partners Engineer's Project No.: PICIP-22-0026
Contractor: Chasco Constructors Contractor's Project No.: 23095
Project: Raider Way and Woodview Drive Improvements
Contract Name: T.12-CHAS-S23-013
Date Issued: 05/22/2024 Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description: **Miscellaneous changes to bring the contract up to date to reflect the current construction work.**

Attachments:

Chasco Change Order Document

Change in Contract Price

Original Contract Price:
\$ 15,164,644.00
Decrease from previously approved Change Orders:
\$ (\$57,679.45)
Contract Price prior to this Change Order:
\$ 15,696,569.50
Contract Price incorporating this Change Order:
\$ 15,638,890.05

Recommended by Engineer

By: R. Ste Myer, PE

Title: Manager

Date: 5/22/2024

Accepted by Contractor

By: Beth Carpenter

Title: Beth Carpenter

Date: 5/22/24

Authorized by Owner

By: _____

Title: _____

Date: _____

CHASCO CONSTRUCTORS

P.O. BOX 1057
ROUND ROCK, TX 78680
Ph : 512-244-0600

Change Order

Project:

20-23095 RAIDER WAY AND WOODVIEW DRIVE
RAIDER WAY AND WOODVIEW DRIVE
LEANDER, TX

Change Order: 4

Date: 5/6/2024

Architect's Project:

To Contractor:

CHASCO CONSTRUCTORS
P.O. BOX 1057
ROUND ROCK, TX 78680

The Contract is changed as follows:

Misc Changes (CP'S 5-14)

5 RFI 039 - Traffic Signal Arm Pay Item	\$12,834.00
6 Deduct orginal Geothermal Loop Contract ADD - CO#2	\$-188,944.00
7 RFI 042 - Rebar reinforcing in lieu of fiber reinforcing at sidewalks	\$30,279.15
8 ADD: RFI 045R1- Electrical overruns at the traffic signals for RW & CF	\$50,717.00
9 ADD: RFI 052 - Raider Way @ Mid Block Crossing 1 & 2 _ Drill Shaft Changes	\$10,122.00
10 RFI #43 - Electrical overruns to supply power to HAWK flashing beacons	\$41,024.00
11 RFI-006 - Rain Gardens/Pond C & D Walls	\$22,222.20
12 RFI 50R1 - Changes to existing 74 pad to accomodate added power for street illumination	\$9,000.00
13 RFI - 057 - Deduct duplicate fencing scope at ponds	\$-51,800.00
14 RFI042 - Change 7in paving at Pond A to 6in paving	\$-4,829.80
15 Pond B2 - Wall Facing and Dowels	\$11,696.00
Total:	\$-57,679.45

The original Contract Amount was	\$15,164,644.00
Net change by previously authorized Change Orders	\$531,925.50
The Contract Amount prior to this Change Order was	\$15,696,569.50
The Contract will be increased by this Change Order in the amount of	\$-57,679.45
The new Contract Amount including this Change Order will be	\$15,638,890.05

The date of Substantial Completion as of the date of this Change Order therefore is

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.

ARCHITECT	CHASCO CONSTRUCTORS	OWNER
	CONTRACTOR	
	P.O. BOX 1057	
	ROUND ROCK, TX 78680	
		
(Signature)	(Signature)	(Signature)
R. Alan Munger, PE	Beth Carpenter	
By	By	By
05/16/2024	5/16/2024	
Date	Date	Date



EXECUTIVE SUMMARY
6/6/2024

AGENDA SUBJECT:

Approval of Amendment No. 2 to Master Professional Service Agreement No. MATLT-REL-CIPS23-019 for Material Testing Services to add Field Density Test unit cost item to the approved schedule of services for UES Professional Solutions 45, LLC; and authorize the City Manager to execute all necessary documents.

BACKGROUND:

The Master Professional Service Agreement NO. MATLT-REL-CIPS23-019 was fully executed between the City of Leander and UES Professional Solutions 45, LLC formally known as Rock Engineering and Testing Laboratory, LLC to perform Material Testing Services under the Professional Pool on February 15, 2024.

Amendment No. 2 would formally add Field Density Test unit cost item to the approved Schedule of Services.

Due to recent legislative changes, House Bill 1440, to Chapter 252.048 of the Texas Local Government Code and the Leander City Council Resolution 13-017-00, adopted April 4, 2013, the authority for the City of Leander City Manager to sign any Change Orders or Amendments to procurements obtained outside of a competitive procedure has been deauthorized.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of Amendment No. 2 to Master Professional Service Agreement NO. MATLT-REL-CIPS23-019 for Material Testing Services to add Field Density Test unit cost item to the approved schedule of services for UES Professional Solutions 45, LLC; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Tony Bettis, CIP Program Manager

Fiscal Impact

Attachments:

1. Amendment No. 2 to MATLT-REL-CIPS23-019

CONTRACT AMENDMENT FOR PROFESSIONAL SERVICES

**AMENDMENT NO. 2 TO MASTER PROFESSIONAL SERVICE AGREEMENT NO.
MATLT-REL-CIPS23-019**

This will constitute authorization between the CITY OF LEANDER, TEXAS (Owner) and UES PROFESSIONAL SOLUTIONS 45, LLC (formerly known as Rock Engineering and Testing Laboratory, LLC), to adopt AMENDMENT NO.2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

**CITY OF LEANDER
MASTER PROFESSIONAL SERVICE AGREEMENT NO. MATLT-REL-
CIPS23-019**

A. AMENDMENT DESCRIPTION

- Unit cost item added to the approved Schedule of Services and Fees for the referenced Engineering Master Contract 7.2023.
 - Field Density Test (\$25.00 each)

B. EXHIBITS ATTACHED TO THIS AMENDMENT

- UES PROFESSIONAL SOLUTIONS 45, LLC Amendment Letter

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title _____

Attest _____

Date _____

ACCEPTED:

UES PROFESSIONAL SOLUTIONS 45, LLC.

By Arnie King Hammock

Title Director - Central Texas

Attest *A. King Hammock*

Date 05/24/2024



SCHEDULE OF SERVICES AND FEE ADDENDUM

Date: May 17, 2024

Client: City of Leander
501 N Brushy Creek Street
Leander, TX 78646

Project Name: Professional Services Agreement
Engineering Master Contract 7.2023
Contract # *MATLT-REL-CIPS23-019*

Introduction – On February 15, 2024, UES Professional Solutions 45, LLC (UES) entered into Contract # *MATL-REL-CIPS23-019* to provide Materials Testing, Observations, and Inspections. As part of our approved Scope of Services, Field Density Tests are requested to be performed by City of Leander personnel on an as-needed-basis. Upon review of the document titled “*Construction Materials Engineering Services – Schedule of Services and Fees*” for this Engineering Master Contract, it was determined that a Unit Cost for Field Density Tests was not included.

This Schedule of Services and Fees Addendum presents information regarding the addition of a Unit Cost for Field Density Tests.

Modification – UES requests that the following Unit Cost Item be added to the approved Schedule of Services and Fees for the referenced Engineering Master Contract 7.2023

- Field Density Test \$25.00 each

Closing – Please let us know if you have any questions or comments.

Sincerely,

Arnie K. Hammock, P.E.
Director – Central Texas



EXECUTIVE SUMMARY
6/6/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-23-0065 to amend the current zoning of PEC PUD (Planned Unit Development) to change the zoning to GC-2-C (General Commercial) on one (1) parcel of land approximately 12.405 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R623019; and legally described as Lot 1, Block A, PEC Data Center, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0065 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

01/17/2013 - Annexation

08/18/2016 - Zoning (PEC PUD)

05/09/2023 - Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

Westwood Professional Services (Clayton Strolle) on behalf of Pedernales Electric Cooperative, Inc. (Cody Moos)

RECOMMENDATION:

Staff recommends approval of the zoning request. The Planning & Zoning Commission recommended approval during the May 9, 2024 meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-23-0065 Att 1 Planning Analysis - PEC PUD
2. Z-23-0065 Att 2 Current Zoning - PEC PUD
3. Z-23-0065 Att 3 FLU Map - PEC PUD
4. Z-23-0065 Att 4 Public Notification - PEC PUD

5. Z-23-0065 Att 5 Proposed Zoning - PEC PUD
6. Z-23-0065 Att 6 Aerial Map - PEC PUD
7. Z-23-0065 Att 7 Letter of Intent - PEC PUD
8. Z-23-0065 Att 8 Neighborhood Outreach - PEC PUD
9. Z-23-0065 Att 9 Ordinance - PEC PUD
10. Z-23-0065 Att 10 5-9-2024 P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-23-0065 PEC PUD AMENDMENT

GENERAL INFORMATION

Owner/Agent: Westwood Professional Services (Clayton Strolle) on behalf of Pedernales Electric Cooperative, Inc. (Cody Moos).

Current Zoning: PEC PUD (Planned Unit Development) with base zonings of
LO-2-A (Local Office)
HC-5-D (Heavy Commercial)

Proposed Zoning: GC-2-C (General Commercial) base zoning for a portion of the PEC PUD

Size and Location: The property is generally located southeast of the intersection of RM 2243 and 183A Toll Road, including approximately 12.405 acres.

Staff Contact: Cory Dale,
Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to commercially develop the site.

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

This Commission will note that only the requested portion of the PEC PUD is being revised per this request. The developed PEC data center PUD portion to the east will remain within the PEC PUD. The remainder of the PEC PUD tract (south portion) will be reviewed as upcoming zoning case Z-23-0091. Please note the access drive to the south will remain.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	HC-5-D & CD	Heavy Commercial
EAST	PUD (GC)	PEC Data Center
SOUTH	GC-3-C	Undeveloped
WEST	PUD	Undeveloped (Leander Springs Mixed-Use)

SURROUNDING AREA:

This property is located west of the PEC Data Center and just south (across RM 2243) of the Enterprise Business Park and Fabcon Products, Inc (trailer repair and rental). Properties to the south and west (across 183A Toll Road) are currently undeveloped.

PHYSICAL AND NATURAL FEATURES:

This portion of the property is undeveloped with large amounts of tree cover to the north and northwest of the tract. Any existing significant and/or heritage trees on site will be reviewed for compliance with the CZO and mitigation during the development of the site.

PROPERTY HISTORY:

This property annexed into the City of Leander on 01/17/2013.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 16-Z-014 requested a zone change from Interim SFR-1-B (Single-Family Rural) and SFS-2-B (Single-Family Suburban) to a PUD with base zoning districts of LO-2-A (Local Office) and HC-5-D (Heavy Commercial) and was approved on 08/18/2016.

MAJOR CORRIDORS:

This property has access onto 183A Toll Road.

TRANSPORTATION PLAN REQUIREMENTS:

- **183A Toll Road**
 - i. Any additional driveways off 183A Toll Road will be reviewed at time of site plan submittal by the City of Leander and CTRMA.
 - ii. Driveway spacing along a toll road shall comply with the TxDOT Access Management Manual.

Additionally at time of site plan submittal, the applicant will submit either a Traffic Impact Analysis (TIA) or a fee in lieu of TIA as determined by the City Engineer. Potential ROW improvements for 183A Toll (ie sidewalks, ROW dedication, decel lane) will be vetted through the site plan process. The table below includes the proposed streets within the development. These streets have not been reviewed and are subject to change during the review process.

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
183A Toll Road	Existing Arterial (Access Controlled)	Commercial Corridor	400' ROW 10' sidewalk

SUBDIVISIONS:

The following subdivision case was previously submitted for this property:

Tract is platted as the PEC Data Center Subdivision (project 21-SFP-007) and was approved on 10/14/2021.

EXISTING UTILITIES:

This property has access to a twelve-inch water line running along the frontage of 183A Toll Road. An eight-inch sewer line has been provide at the north of the tract through the approved PEC Data Center (project 21-PICP-014).

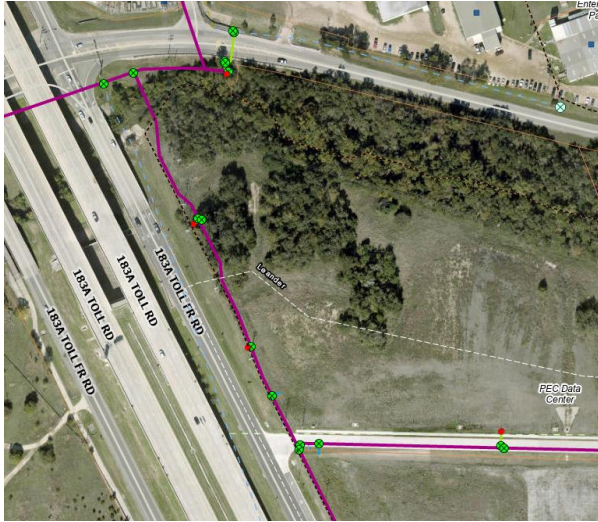


Figure 1: Water System



Figure 2: Wastewater System

CURRENT LAND USES:

This property is largely undeveloped but does contain a private drive to the south associated with the PEC Data Center.

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

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

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

SITE COMPONENT**TYPE 2:**

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

Intent:

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

ARCHITECTURAL COMPONENT**TYPE C (non-residential only):**

Features: 3 or more architectural features.

Intent:

- (1) The Type C architectural component is intended to be utilized only in the LO, LC, GC, HC and HI use components for intermediate quality development.
- (2) Combined with appropriate use and site components, this component can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted.
- (3) This component is not intended for the majority of the LO and LC use components except those that may be adjacent to less restricted districts.

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.

Applicable Future Land Use categories**MULTI-USE CORRIDOR – Priority Corridor**

- The Multi-Use Corridor future land use 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.

Desired Mix for Priority Corridors: focused on commercial uses, not residential, and facilitate more activated non-residential development.

Zoning suitability: SFT, CH, TF, LC, LO, GC and PUD.

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.

NEIGHBORHOOD RESIDENTIAL

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

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

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

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:

DEVELOPMENT MEETING

A development meeting was held with Staff on February 1st, 2021. No changes were made to the project since the development meeting was held:

No ordinance changes occurred following the development meeting which may have made an impact on this project proposal.

NOTIFICATION

04/18/2024 - Public Notice on Hill Country News
 04/24/2024 - Mail Notification to Property Owners within 200'
 04/24/2024 - Public Hearing Signage Posted on Property
 05/09/2024 - Planning and Zoning Commission Public Hearing
 06/06/2024 - City Council Public Hearing & First Reading of the Ordinance
 06/20/2024 - City Council Second & Final Reading of the Ordinance

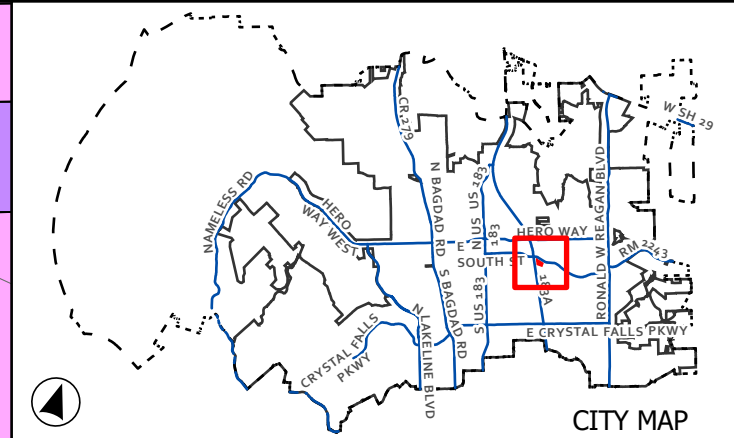
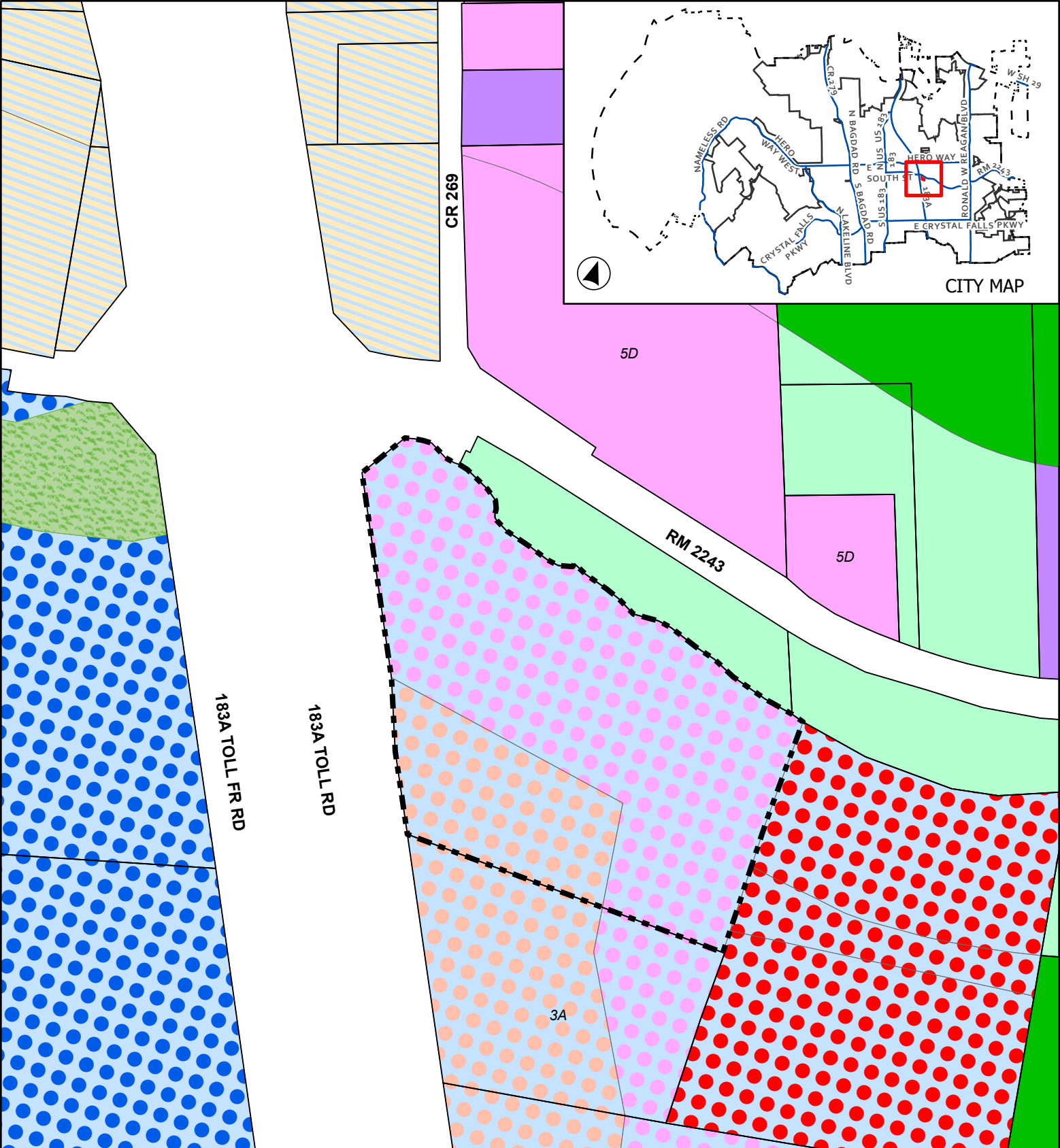
PUBLIC NOTIFICATION:

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

A neighborhood outreach was conducted via direct communication and mailed correspondence. Please see the full report from the applicant provided as Attachment 8. As an update to this Commission, City staff noted one property (NE of site and across RM2243 – parcel R031291) with a residential zoning of SFS-2-B that falls within the 500 foot buffer and must be notified of the rezoning request. To date, staff has received no response or updated neighborhood communications from the applicant.

APPROVAL CRITERIA:

As this Commission will note, the majority of this site is within the Multi-Use Corridor – Priority Corridor designation per Future Land Use Map. This request is strengthened by existing access to 183A Toll Road. Commercial use on this hard corner would be compatible with surrounding commercial/mixed use developments proposed and existing. The above being said, the zoning request seems compatible with the existing zoning districts and uses of surrounding properties as well as the future land use designation of Multi-Use Corridor – Priority Corridor therefore staff recommends approval of the zoning request.



CASE: Z-23-0065 ATTACHMENT 2 PEC MINOR PUD AMENDMENT

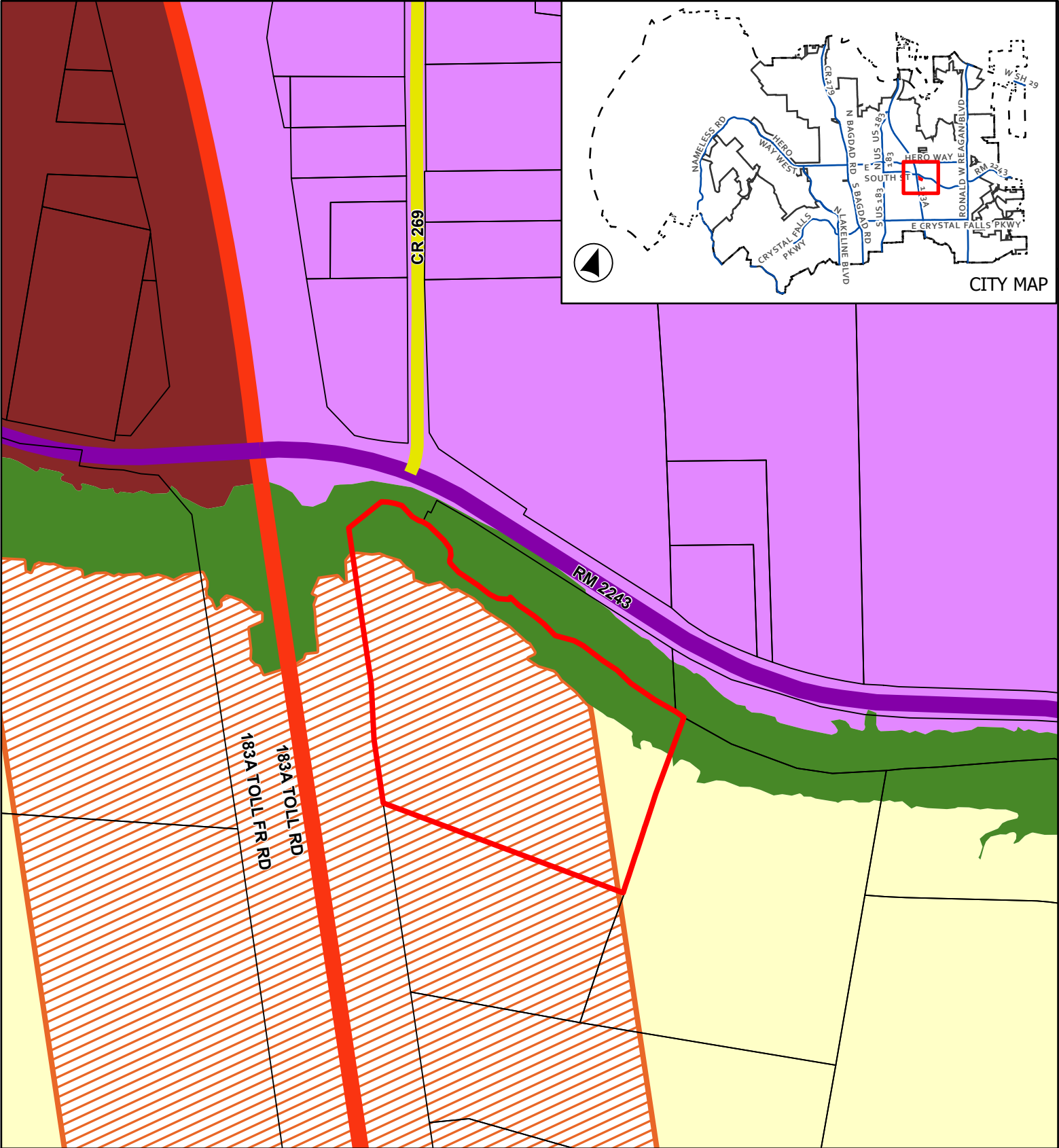
Current Zoning

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	HC - Heavy Commercial	PUD - Heavy Commercial
Extra-Territorial Jurisdiction	HI - Heavy Industrial	OS - Open Space
Subject Boundary	PUD - Mixed Use	CD - Conventional Sector
SFR - Single-Family Rural	PUD - Local Office	
SFS - Single-Family Suburban	PUD - General Commercial	

0 95 190
Feet

Page 332 of 426



CASE: Z-23-0065

ATTACHMENT 3

PEC MINOR PUD AMENDMENT

Future Land Use Map



0 140 280

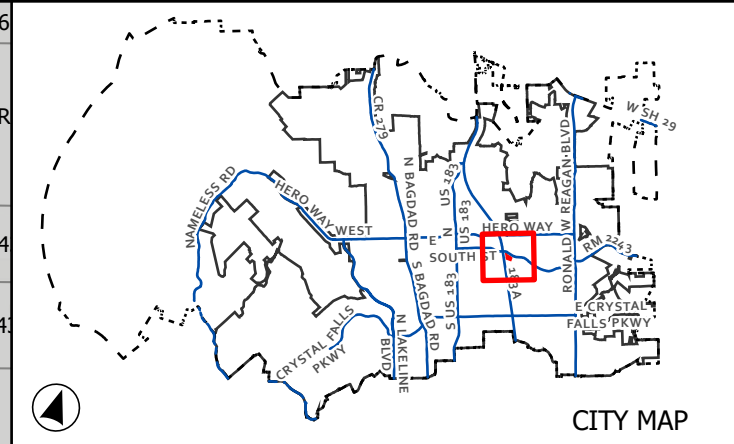
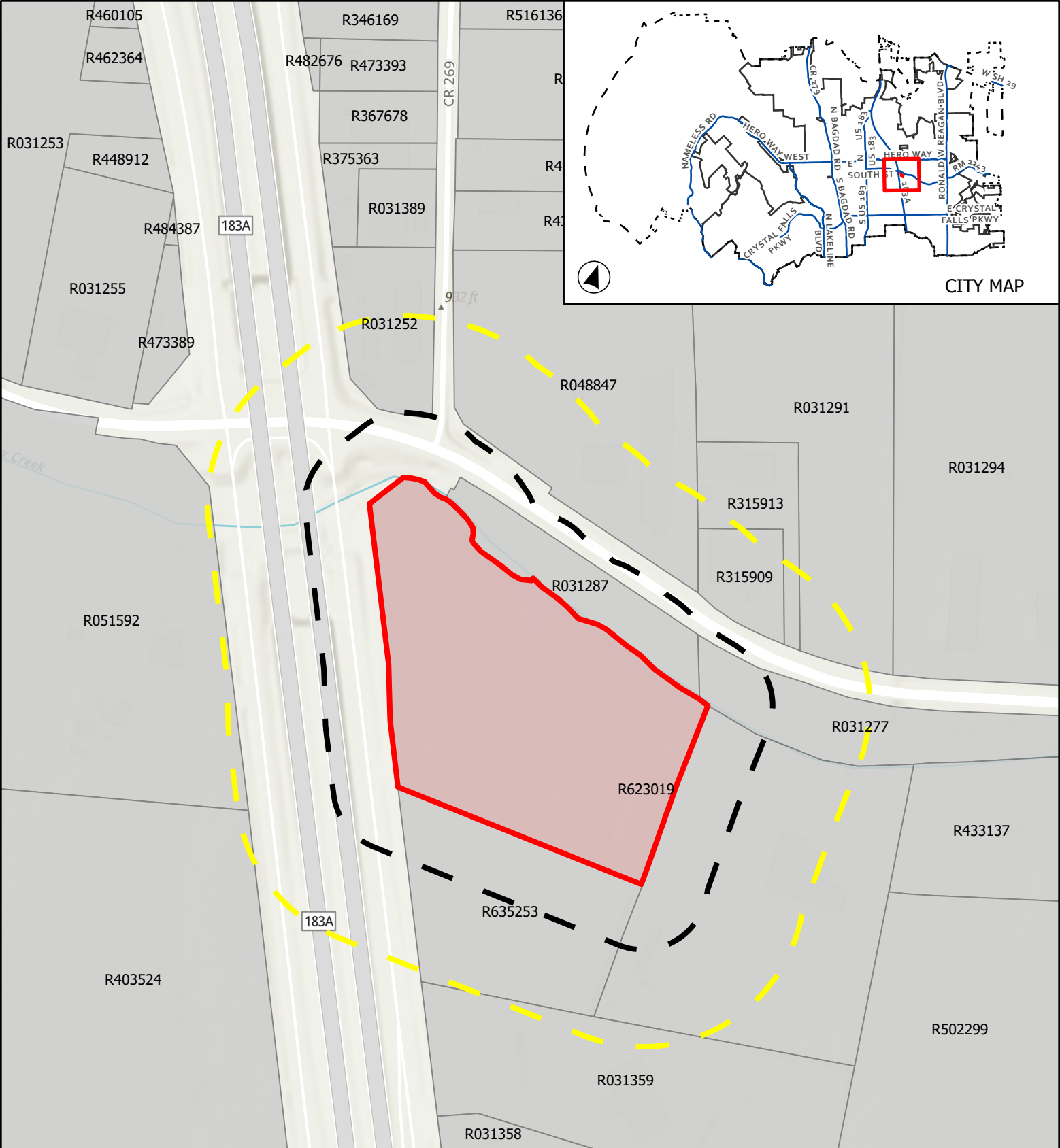
Feet

- Leander City Limits
- ETJ Boundary
- Subject Boundary
- Neighborhood Residential
- Multi-Use Corridor - Priority Corridor
- Activity Center

- Employment Center
- Greenway
- Thoroughfare Plan**
- Access Controlled, Existing
- Arterial 4 Lane, Existing
- Collector, Existing

Future Land Use

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-23-0065

ATTACHMENT 4

PEC MINOR PUD AMENDMENT

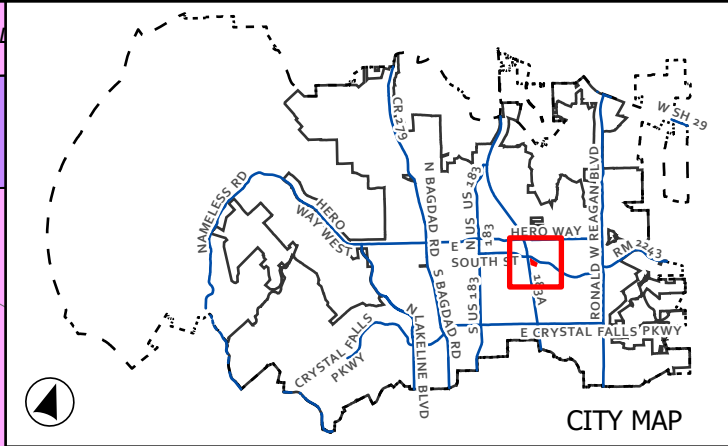
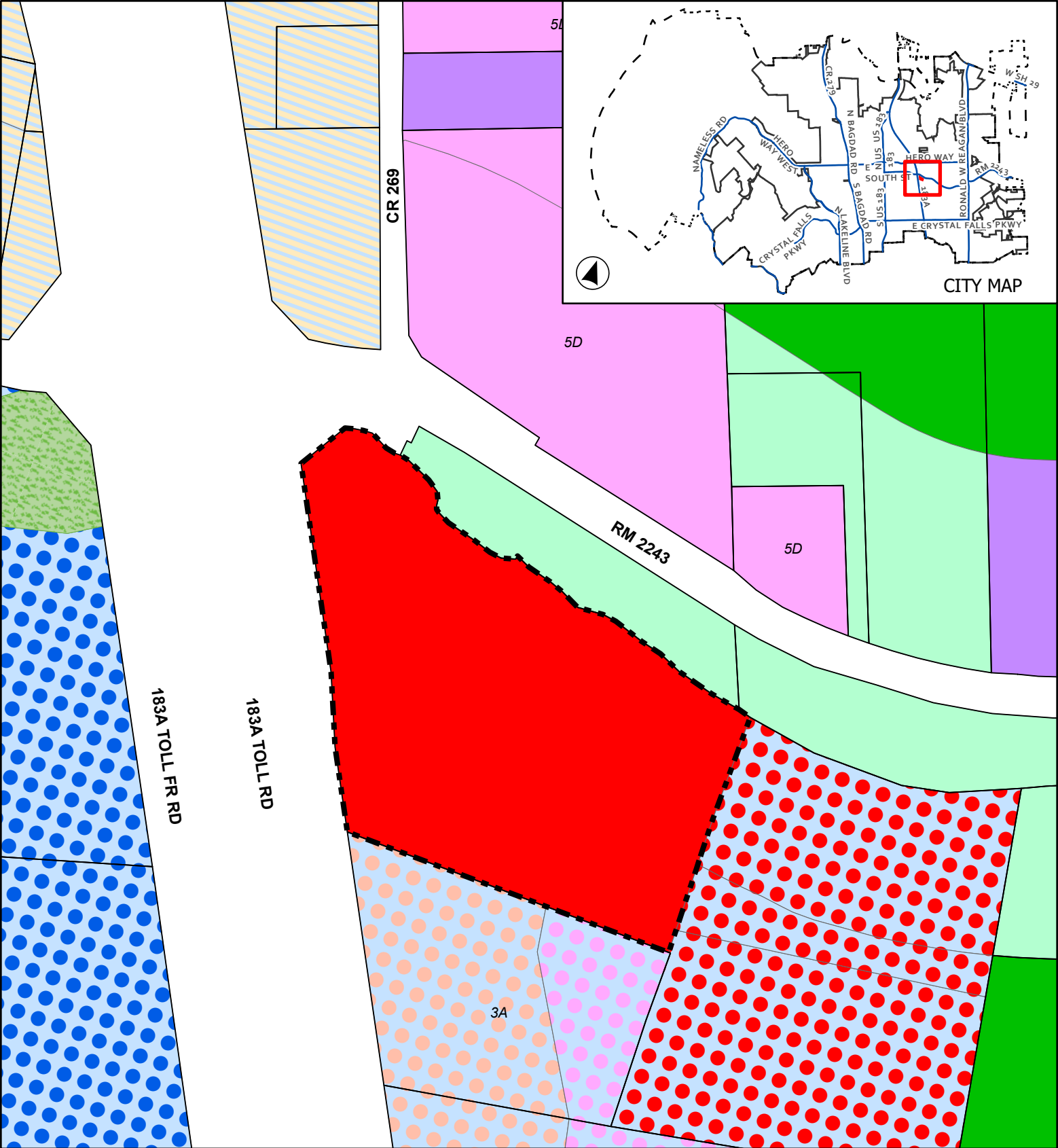
Public Notification

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

0 162.5 325
Feet

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

Page 334 of 426



CASE: Z-23-0065 ATTACHMENT 5 PEC MINOR PUD AMENDMENT

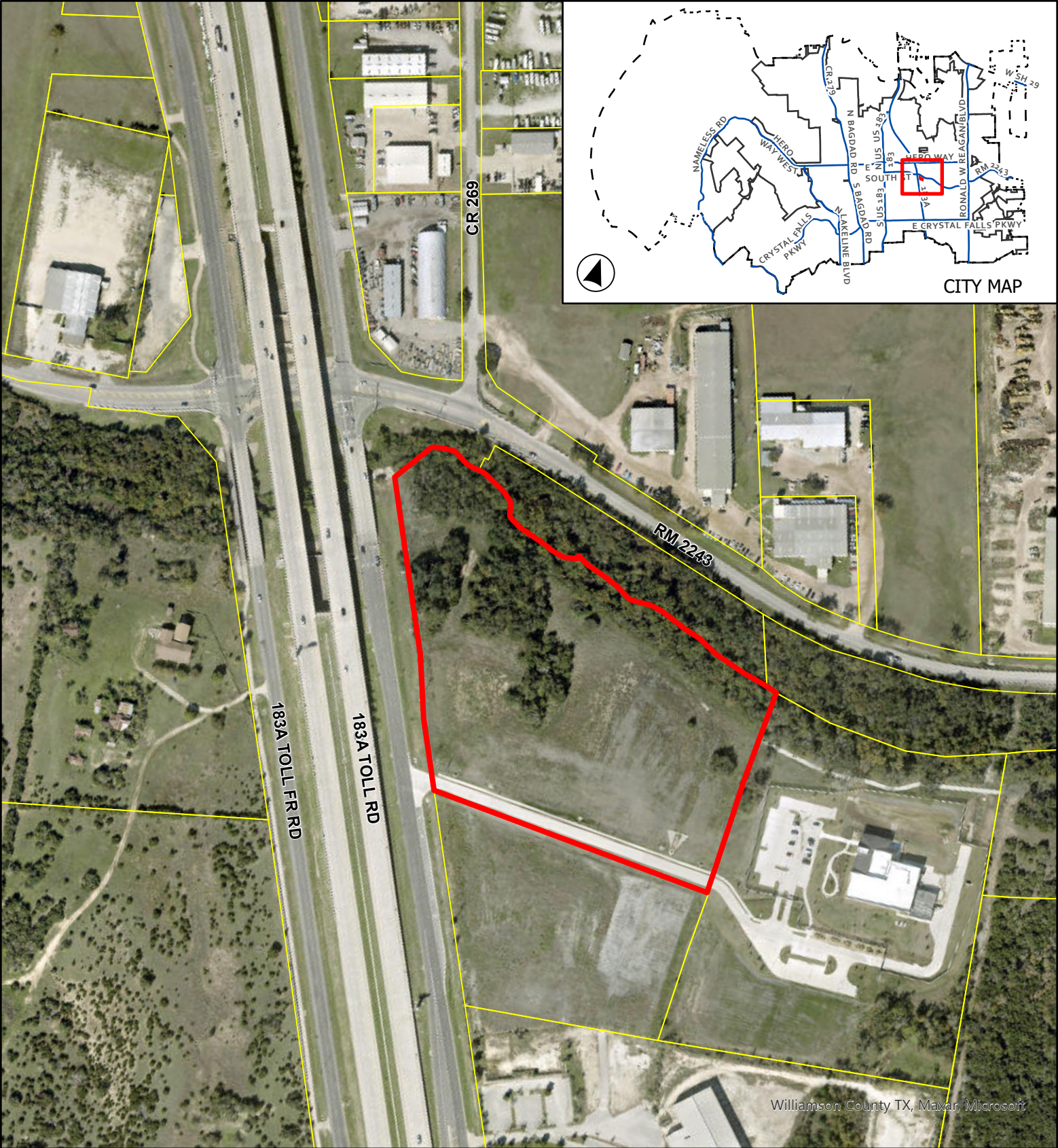
Proposed Zoning

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

- | | | |
|--------------------------------|-------------------------|--------------------------|
| Leander City Limits | GC - General Commercial | PUD - General Commercial |
| Extra-Territorial Jurisdiction | HC - Heavy Commercial | PUD - Heavy Commercial |
| Subject Boundary | HI - Heavy Industrial | OS - Open Space |
| SFR - Single-Family Rural | PUD - Mixed Use | CD - Conventional Sector |
| SFS - Single-Family Suburban | PUD - Local Office | |



0 90 180



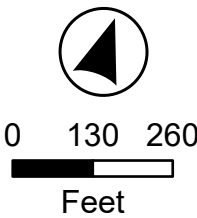
CASE: Z-23-0065

ATTACHMENT 6

PEC MINOR PUD AMENDMENT

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



August 16, 2023
PK No.: 4779-20.532

CITY OF LEANDER

Planning Department
P.O. Box 319
Leander, Texas 78646

Re: *PEC PUD*
8860/8870 N 183A Toll Rd
Leander, Texas

To whom it may concern:

On behalf of the owner, Westwood Professional Services, is submitting this application as intent to rezone and create a GC-2-C (General Commercial) the following properties, R623019 – S12775 – PEC Data Center (24.32 Acres). Lot R623019 is currently zoned PUD. The intent of this application and its supporting documents is to create a zoning of GC-2-C (General Commercial) for the site that is located in the attached metes and bounds.

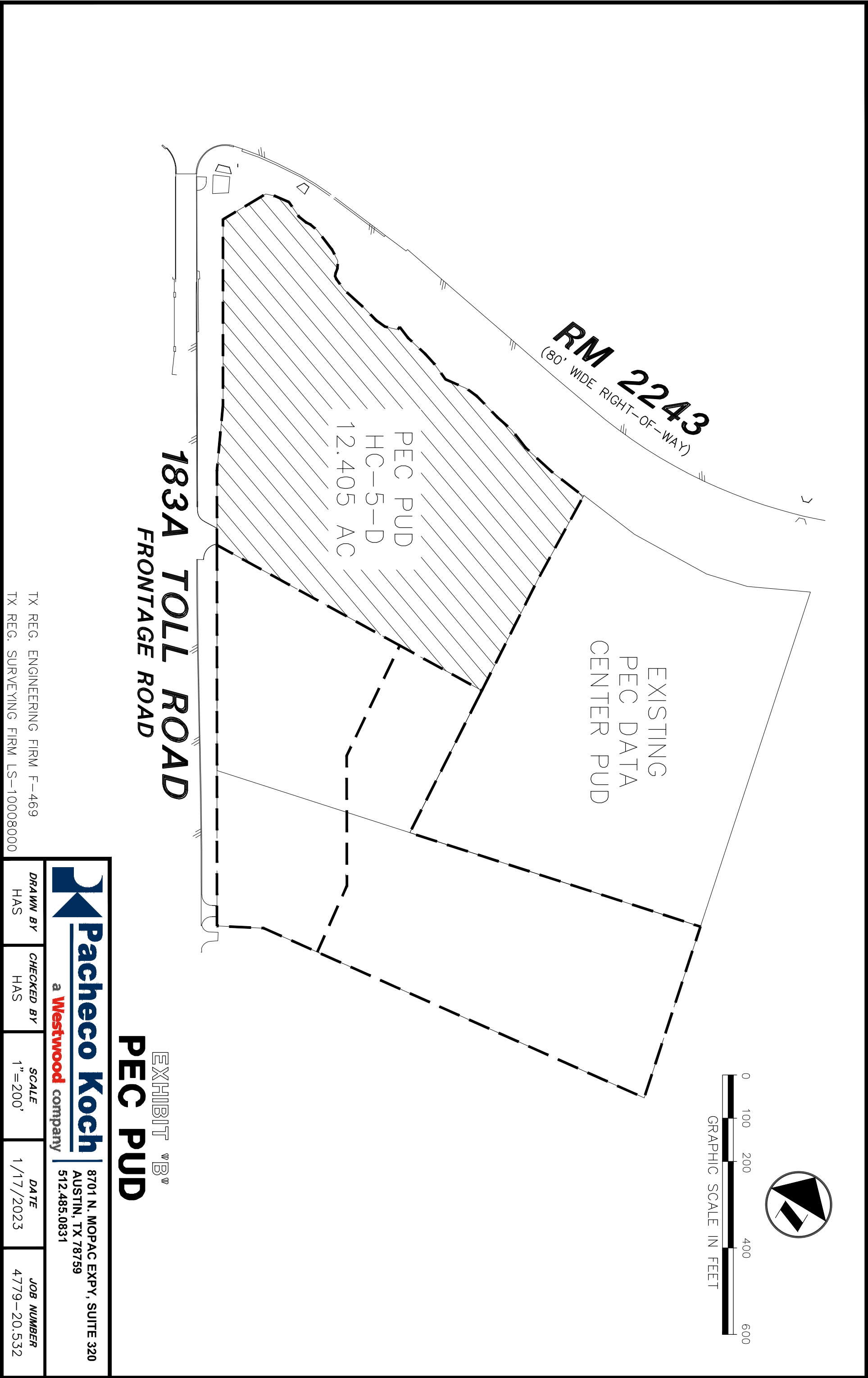
If you have any questions or need any additional information, please call me at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Clayton Strolle", with a stylized flourish at the end.

Clayton Strolle, P.E.

CJS
4779-20.532_PEC Zoning Intent



TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

 Pacheco Koch a Westwood company					8701 N. MOPAC EXPY, SUITE 320 AUSTIN, TX 78759 512.485.0831	
DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER		
HAS	HAS	1"=200'	1/17/2023	4779-20.532		

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.

No communications were had with the neighbors except for PEC with the buyer.

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.

No communications were had with the neighbors except for PEC with the buyer.

3. What concerns were raised during these communications?

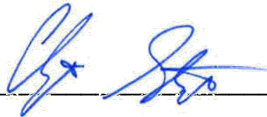
N/A

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

N/A

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

Signature: _____



Date 08/16/2023

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE (1) PARCEL OF LAND FROM PEC PUD (PLANNED UNIT DEVELOPMENT) TO GC-2-C (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 a portion of the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 12.405 acres $\pm$; being more particularly described in Exhibit "A"; legally described as a portion of Lot 1, Block A, PEC Data Center; identified by Williamson Central Appraisal District tax identification number R623019; more particularly described in Instrument Number 2022097850; 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 PEC PUD (Planned Unit Development) to GC-2-C (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 6th day of June, 2024.

FINALLY PASSED AND APPROVED on this the 20th day of June, 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, May 9, 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 May 2, 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 through 10

By: Board Member May

Seconded: Board Member Calame

Vote: 7 - 0 None

6. Approval of Subdivision Case PP-22-0003 regarding Greenlight Village Preliminary Plat on two (2) parcels of land approximately 14 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031386 and R031387; generally located on the south side of Hero Way West, approximately 1,400 feet west of Broade Way, Leander, Williamson County, Texas.

7. Approval of Subdivision Case PP-23-0048 regarding Hwy 29 Commercial Subdivision Preliminary Plat on one (1) parcel of land approximately 50.64 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032262; generally located south of SH 29, approximately 1,300 feet west of Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
8. Approval of Subdivision Case FP-23-0088 regarding Williams Tract Final Plat on four (4) parcels of land approximately 14.038 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R315744, R031687, R099947, R031690 ; generally located 430 feet to the north of the intersection of Waterfall Ave. and CR 279, Leander, Williamson County, Texas.
9. Approval of Subdivision Case FP-21-0006 regarding Rosenbusch Ranch Phase 3 Final Plat on one (1) parcel of land approximately 34.696 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R654110; generally located northwest of the intersection of Vista Ridge Drive and Alta Vista Drive, Leander, Williamson County, Texas.
10. Approval of the minutes for meeting held on April 25, 2024.

PUBLIC HEARING: ACTION

11. Conduct a Public Hearing and consider action regarding Subdivision Case FP-23-0055 to consider the replat of Lots 37, 38, and 39, Hidden Mesa Subdivision as Crystal Mesa Cove Two Final Plat on three (3) parcels of land approximately 10.339 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcels 354047, 354048, and 354050; and generally located to the southwest of the intersection of on the west of High Lonesome and CR 290, Leander, Travis County, Texas.

- Discuss and consider action on Subdivision Case FP-23-0055 as described above.

No one spoke in favor or opposition of the request.

Motion to approve the Final Plat FP-23-0055

By: Board Member Cosgrove

Seconded: Board Member Moss

Vote: 7 - 0 None

12. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0065 to amend the current zoning of PEC PUD (Planned Unit Development) to change the zoning to GC-2-C (General Commercial) on one (1) parcel of land approximately 12.405 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R623019; and legally described as Lot 1, Block A, PEC Data Center, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0065 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Zoning Case Z-23-0065

By: Board Member Oliver

Seconded: Board Member Calame

Vote: 7 - 0 None

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0091 to amend the current zoning of PEC PUD (Planned Unit Development) to adopt the North Creekside Commons Minor PUD (Planned Unit Development) with the base zoning of GC-2-A (General Commercial) on a portion of the original PUD, on two (2) parcels of land approximately 14.88 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031359 and R635253; and generally located 850 feet to the southeast of the intersection of RM 2243 and 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0091 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Zoning Case Z-23-0091

By: Board Member Lantrip

Seconded: Board Member Mahan

Vote: 7 - 0 None

14. Conduct a Public Hearing and consider action regarding Ordinance Case OR-24-0019 to amend the Composite Zoning Ordinance to update definitions, add uses and create criteria for Vape Shops, Smoke Shops and Cosmetic Services, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-24-0019 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Ordinance Case OR-24-0019 with the change to allow Vape Shops and Smoke Shops in the GC (General Commercial) use component, prohibiting in the LC (Local Commercial) use component - Discussion occurred.

By: Board Member Mahan

Seconded: Board Member Moss

Vote: 5 - 2 Board Member Cosgrove, Board Member Calame

REGULAR AGENDA

15. Discuss and consider action regarding Zoning Case Z-24-0112 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Hero Ranch Minor PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on four (4) parcels of land approximately 14.5 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031758, R098017, R473771, and R098019; and generally located approximately 475 feet to the west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the northside of Hero Way, Leander, Williamson County, Texas.

Motion to approve Zoning Case Z-24-0112

By: Board Member May
Seconded: Board Member Mahan

Vote: 7 - 0 None

16. Discuss and consider action regarding Zoning Case Z-24-0113 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Historic Bryson Farmstead PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on two (2) parcels of land approximately six (6) acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032212 and R500771; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

Submitted via the website in opposition of the request: see attachment

Spoke in opposition of the request:
Laura Marques 724 Mallow Rd
Venkata Bharath Kumar Reddy Chamala 912 Mallow Rd
Joshua Raley 724 Mallow Rd

Motion to approve Zoning Case Z-24-0113 - Discussion occurred

By: Board Member Cosgrove
Seconded: Board Member Oliver

Vote: 3 - 4 Board Member May, Board Member Moss, Board Member Lantrip, Board Member Calame

Motion failed

Motion to approve Zoning Case Z-24-0113 with an update to the PUD notes to provide a limit of main stage concerts at a maximum of once per quarter.

By: Board Member Calame
Seconded: None

Motion failed due to lack of a second

17. Adjournment Adjourned at 7:27 p.m.

APPROVED

CHAIR

ATTEST:



EXECUTIVE SUMMARY
6/6/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-23-0091 to amend the current zoning of PEC PUD (Planned Unit Development) to adopt the North Creekside Commons Minor PUD (Planned Unit Development) with the base zoning of GC-2-A (General Commercial) on a portion of the original PUD, on two (2) parcels of land approximately 14.88 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031359 and R635253; and generally located 850 feet to the southeast of the intersection of RM 2243 and 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0091 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

01/17/2013 - Annexed into City Limits

08/18/2016 - PEC PUD zoning applied

05/09/2023 - Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

SEC Planning, LLC (Peter Verdicchio) on behalf of Celebration Church (Jim Kuykendall)

RECOMMENDATION:

Staff recommends approval of the zoning request. The Planning & Zoning Commission recommended approval during the May 9, 2024 meeting.

PRESENTER:

Cory Dale, Planner

Fiscal Impact

Attachments:

1. Z-23-0091 Att 1 Planning Analysis
2. Z-23-0091 Att 2 Current Zoning
3. Z-23-0091 Att 3 FLU Map

4. Z-23-0091 Att 4 Public Notification
5. Z-23-0091 Att 5 Proposed Zoning
6. Z-23-0091 Att 6 Aerial Map
7. Z-23-0091 Att 7 Minor PUD Notes
8. Z-23-0091 Att 8 Letter of Intent
9. Z-23-0091 Att 9 Neighborhood Outreach
10. Z-23-0091 Att 10 Ordinance
11. Z-23-0091 Att 11 5-9-2024 P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-23-0091 NORTH CREEKSIDE COMMONS MINOR PUD

GENERAL INFORMATION

Owner/Agent: SEC Planning, LLC (Peter Verdicchio) on behalf of Celebration Church (Jim Kuykendall).

Current Zoning: PEC PUD (Planned Unit Development) with base zonings of
LO-2-A (Local Office)
HC-5-D (Heavy Commercial)

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

Size and Location: The property is generally located 850 feet southeast of the intersection of RM 2243 and 183A Toll Road, including approximately 14.88 acres.

Staff Contact: Cory Dale, Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to commercially develop the site without a limitation on building size maximums.

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 developer is requesting an exception to remove building size maximums. This Commission will also note that only the requested portion of the PEC PUD is being revised per this request. The developed PEC data center PUD portion to the east will remain within the PEC PUD. The remainder of the PEC PUD tract (north portion) will be reviewed as zoning case Z-23-0065. Please note the access drive to the north will remain.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	PUD	Undeveloped and PEC Data Center
EAST	SFR-1-B	Place of Worship
SOUTH	GC-3-C	Undeveloped
WEST	PUD	Undeveloped (Leander Springs Mixed-Use)

SURROUNDING AREA:

This property is located south of the PEC Data Center and west of the Generations church. Properties to the south and west (across 183A Toll Road) are currently undeveloped.

PHYSICAL AND NATURAL FEATURES:

This property contains a church (Celebration Church) with supporting infrastructure and undeveloped land with minimal tree coverage. Any existing significant and/or heritage trees on site will be reviewed for compliance with the CZO and mitigation during the development of the site.

PROPERTY HISTORY:

This property annexed into the City of Leander on 01/17/2013.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 16-Z-014 requested a zone change from Interim SFR-1-B (Single-Family Rural) and SFS-2-B (Single-Family Suburban) to a PUD with base zoning districts of LO-2-A (Local Office) and HC-5-D (Heavy Commercial) and was approved on 08/18/2016.

MAJOR CORRIDORS:

This property has access onto 183A Toll Road.

TRANSPORTATION PLAN REQUIREMENTS:

Additional driveways off 183A Toll Road will be reviewed at time of site plan submittal by the City of Leander and CTRMA. Driveway spacing along arterial, highway, and toll roads shall comply with the TxDOT Access Management Manual. Additionally at time of site plan submittal, the applicant will submit either a Traffic Impact Analysis (TIA) or a fee in lieu of TIA as determined by the City Engineer. Potential 183A improvements include a 10 foot sidewalk and ROW dedication.

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
183A Toll Road	Existing Arterial (Access Controlled)	Commercial Corridor	400' ROW 10' sidewalk

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- The northern part of the tract was platted as the PEC Data Center Subdivision (project 21-SFP-007) and was approved on 10/14/2021.
- Remainder of the tract is unplatted.

EXISTING UTILITIES:

This property has access to a twelve-inch water line running along the frontage of 183A Toll Road. An eight-inch sewer line has been provided at the north of the tract through the approved PEC Data Center (project 21-PICP-014).



Figure 1: Water System

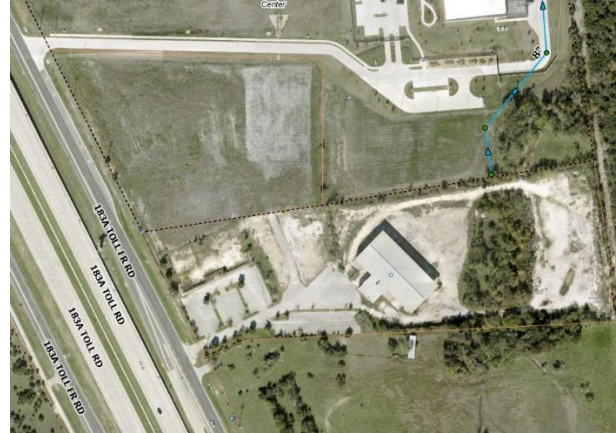


Figure 2: Wastewater System

CURRENT LAND USES:

This property is currently being used as a place of worship with associated improvements; the remainder of tract is undeveloped.

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

The purpose and intent of the Minor Planned Unit Development (PUD) district is to designate a base zoning district that may allow or prohibit uses without granting significant waivers. The intent of this zoning request is to remove a portion property from the existing PEC PUD and provide for the development of a commercial development, through the base zoning of GC-2-A. The contents of this Minor PUD further explain and illustrate the overall function desired for this development.

USE COMPONENT**GC – GENERAL COMMERCIAL:**

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

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

SITE COMPONENT**TYPE 2:**

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

Intent:

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

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

ARCHITECTURAL COMPONENT

TYPE A:

Features: 5 or more architectural features.

Intent:

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

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.
- Facilitate quality commercial development through targeted marketing and a commitment by the City to help businesses grow and expand.

Applicable Future Land Use categories

MULTI-USE CORRIDOR

- The Multi-Use Corridor future land use 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.

Desired Mix for Priority Corridors: focused on commercial uses, not residential and facilitate more activated non-residential development.

Zoning suitability: SFT, CH, TF, LC, LO, GC and 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 types of uses are residential in scale and architectural design and are walkable in nature, though auto-serving. These uses are not shown on the Future Land Use Map as commercial and are supported when integrated into a development with appropriate site and zoning compatibility considerations.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:**DEVELOPMENT MEETING**

A development meeting was held with Staff on May 9th, 2022. The following changes were made to the project since the development meeting was held:

- Removal of residential product.

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

NOTIFICATION

04/18/2024 - Public Notice on Hill Country News
 04/24/2024 - Mail Notification to Property Owners within 200'
 04/24/2024 - Public Hearing Signage Posted on Property
 05/09/2024 - Planning and Zoning Commission Public Hearing
 06/06/2024 - City Council Public Hearing & First Reading of the Ordinance
 06/20/2024 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

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

A neighborhood outreach was conducted via direct communication and mailed correspondence. Please see the full report from the applicant provided as Attachment 9.

APPROVAL CRITERIA:

As this Commission will note, much of this site is within the Multi-Use Corridor – Priority Corridor designation per Future Land Use Map. This request is further strengthened by existing access onto 183A Toll Road. The Minor

Planned Unit Development includes commercial development as allowable through the base zoning of GC-2-A (General Commercial). The below allowable/prohibited uses and exception are being requested:

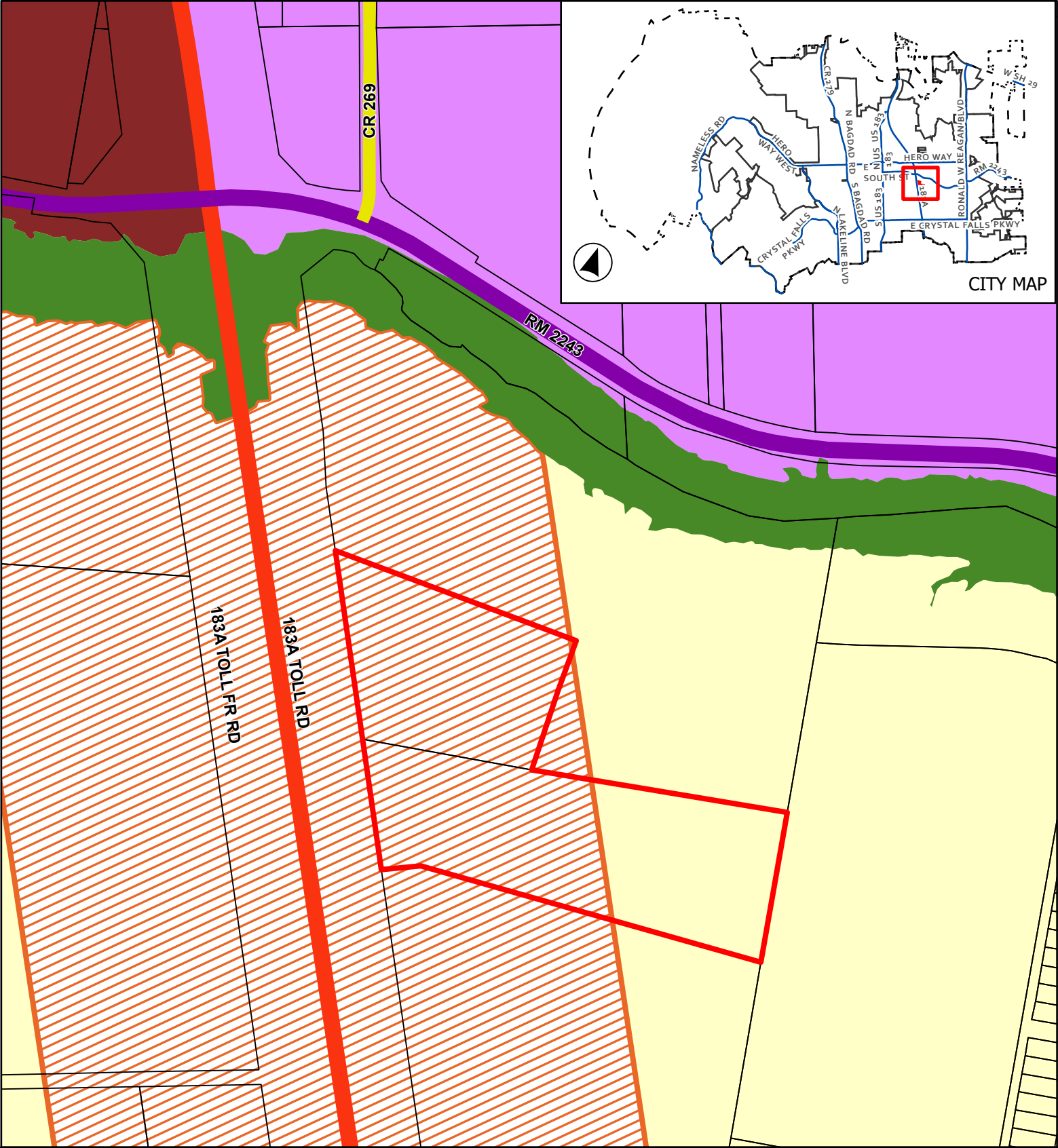
Allowable / Prohibited Uses

- The allowable uses shall include all permitted uses in the GC Use Component.

Exception

- Article V, Section 2 (b)(2)(v) shall be modified to remove the building size maximums.

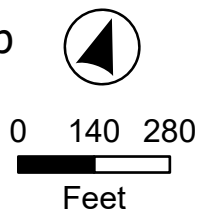
The above being said, the zoning request seems compatible with the existing zoning districts and uses of surrounding properties as well as the future land use designation of Multi-Use Corridor – Priority Corridor therefore staff recommends approval of the zoning request.



CASE: Z-23-0091 ATTACHMENT 3 NORTH CREEKSIDE COMMONS

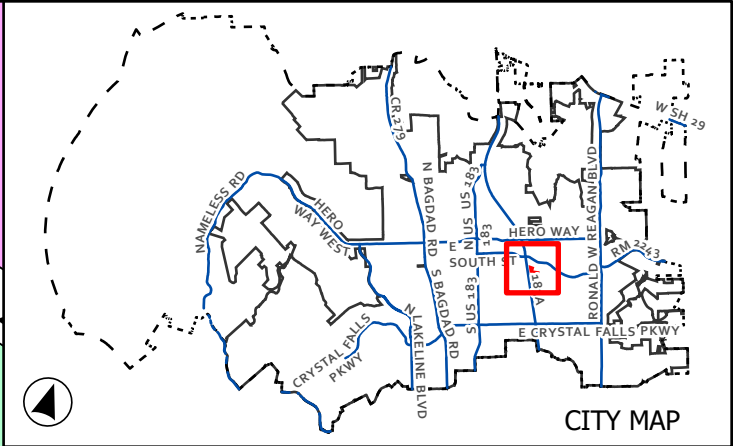
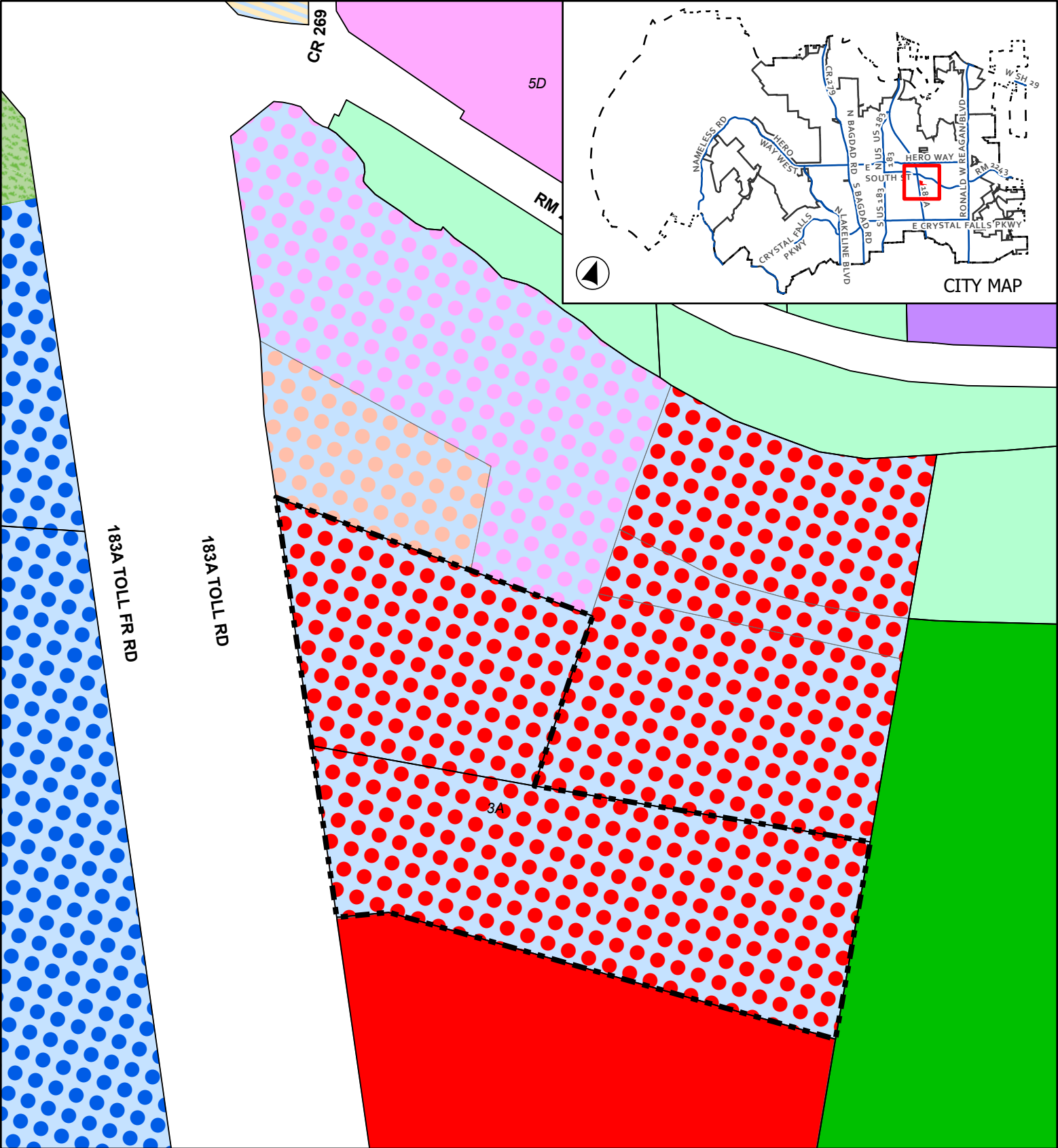
Future Land Use Map

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



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

- Employment Center
- Greenway
- Thoroughfare Plan
- Access Controlled, Existing
- Arterial 4 Lane, Existing
- Collector, Existing



CASE: Z-23-0091 ATTACHMENT 5 NORTH CREEKSIDE COMMONS

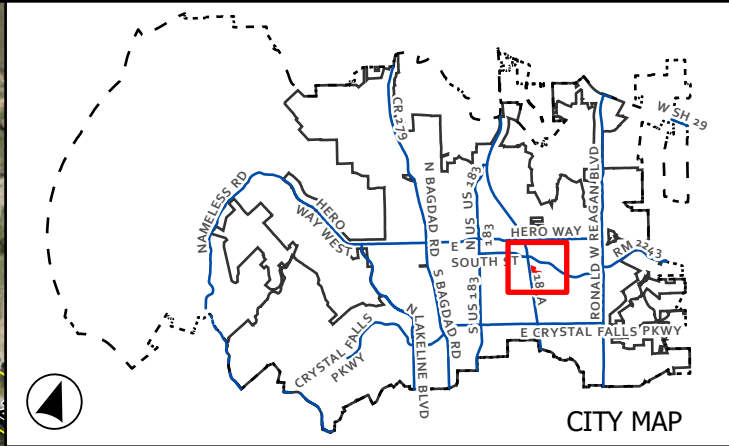
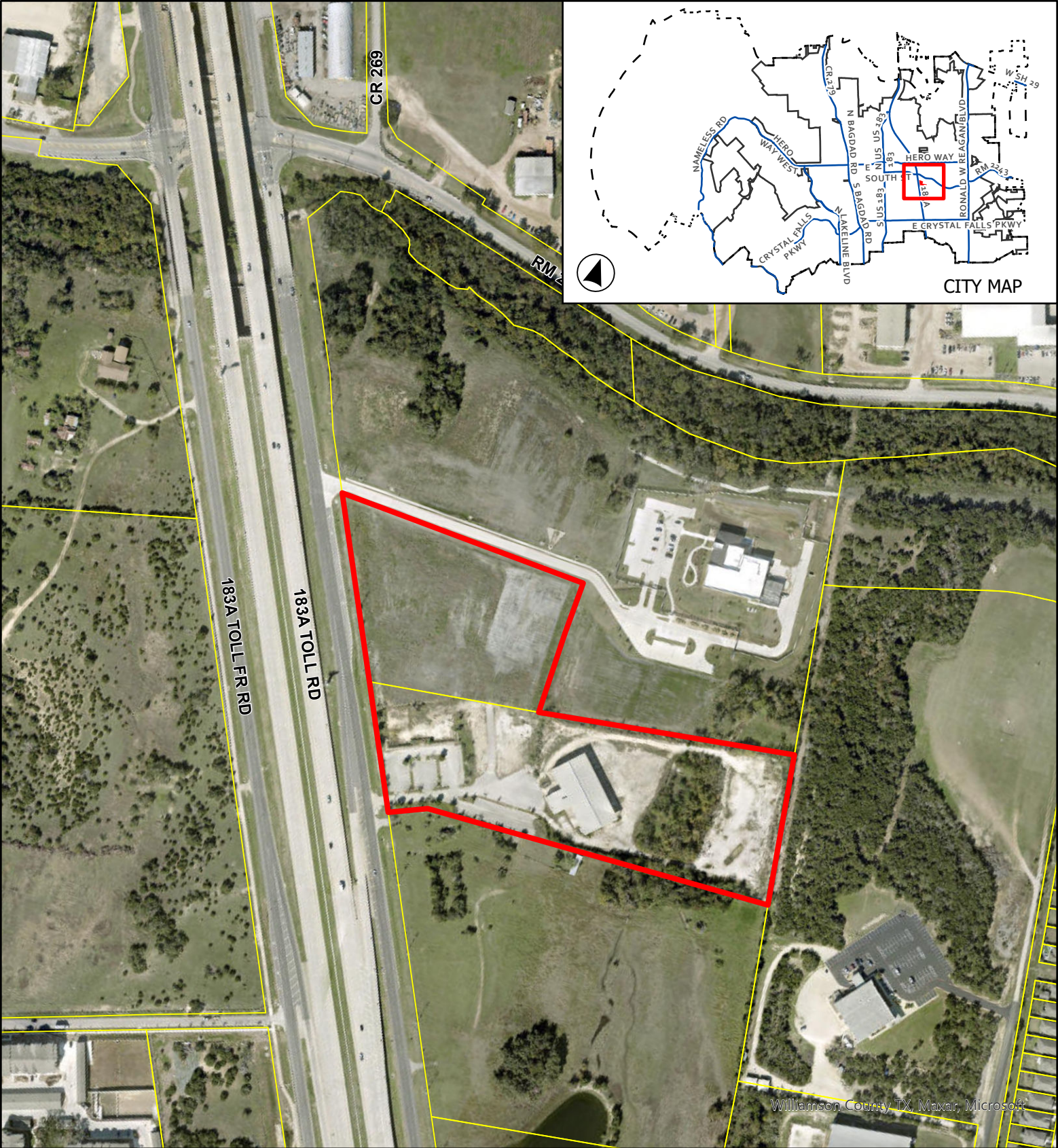
Proposed Zoning

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

- | | | |
|--------------------------------|-------------------------|--------------------------|
| Leander City Limits | GC - General Commercial | PUD - General Commercial |
| Extra-Territorial Jurisdiction | HC - Heavy Commercial | PUD - Heavy Commercial |
| Subject Boundary | HI - Heavy Industrial | OS - Open Space |
| SFR - Single-Family Rural | PUD - Mixed Use | CD - Conventional Sector |
| SFS - Single-Family Suburban | PUD - Local Office | |



0 95 190 Feet
Page 358 of 426



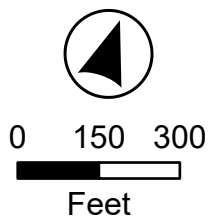
CASE: Z-23-0091

ATTACHMENT 6

NORTH CREEKSIDE COMMONS

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

North Creekside Commons Minor Planned Unit Development

A. Purpose and Intent

1. The North Creekside Commons Minor PUD is comprised of approximately 14.88 acres, as shown in **Exhibit B**. The development of this property includes commercial development.

B. Applicability and Base Zoning

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

GC-2-A (General Commercial)

C. Allowable / Prohibited Uses

1. The allowable uses shall include all permitted uses in the GC Use Component.
2. Article V, Section 2 (b)(2)(v) shall be modified to remove the building size maximums.



March 21, 2024

City of Leander Planning Department
Pat Bryson Municipal Hall
201 N. Brushy Street
Leander, TX 78641

Re: North Creekside Commons Minor PUD Letter of Intent

North Creekside Commons is a 14.88 acre tract located within the City of Leander approximately a half mile south of the intersection of US 183-A and R.M. 2243. It is the Applicant's intent and request to rezone 14.88 acres that was previously within the PEC PUD via a Minor PUD with a GC-2-A Base District. The Minor PUD request includes commercial development of the Subject Tract via allowable uses under the GC Use Component of the UDC, with the exception of removing the building size maximums. All other City zoning standards remain unchanged.

The Subject Tract is located with convenient access fronting the Highway US 183-A Toll Road. Along with strong access from this major roadway, the property is near future commercial/mixed use developments and offers additional commercial opportunities. The requested land use is consistent with the Future Land Use Map.

A partially constructed building and associated parking currently occupy the Subject Tract. The Applicant intends to remove these elements during development of the Subject Tract.

Thank you for your consideration of this Minor PUD request. The Applicant believes this location has the potential to help meet goals identified within the Comprehensive Plan.

Sincerely,

Peter Verdicchio, PLA ASLA
Principal

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.

Generations Ministries, Inc P.O. Box 280 Cedar Park, Tx 78630; Reit Group Leander Springs Holdings LLC. 301 Santaluz Ln Austin, Tx 78732. Contact made via direct communication & mailed correspondence.

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 Owner to the north is the seller. The Owner to the south is the Applicant. The Applicant has discussed the design and entitlement effort with the Property Owner to the east, Generations Ministries, Inc. The Owner to the east has been notified via neighborhood communication letter.

3. What concerns were raised during these communications?

No concerns were raised.

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

N/A as no concerns were raised.

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

Signature: Peter Verdicchio Date October 4, 2023



April 24, 2024

Re: North Creekside Commons Minor PUD

Hello Generations Ministries Inc.,

As you are aware, we were previously working with Leander Crystal 183 LP regarding this application. Celebration Church is the new owner and applicant pursuing zoning efforts.

As part of an updated application to the City of Leander, please review below information pertaining to a Minor PUD submittal of the 14.88 Acre Tract, North Creekside Commons for Celebration Church (the Applicant).

North Creekside Commons is a 14.88 acre tract located within the City of Leander approximately a half mile south of the intersection of US 183-A and R.M. 2243. It is the Applicant's intent and request to rezone 14.88 acres that was previously within the PEC PUD via a Minor PUD with a GC-2-A Base District. The Minor PUD request includes commercial development of the Subject Tract via allowable uses under the GC Use Component of the UDC, with the exception of removing the building size maximums. All other City zoning standards remain unchanged.

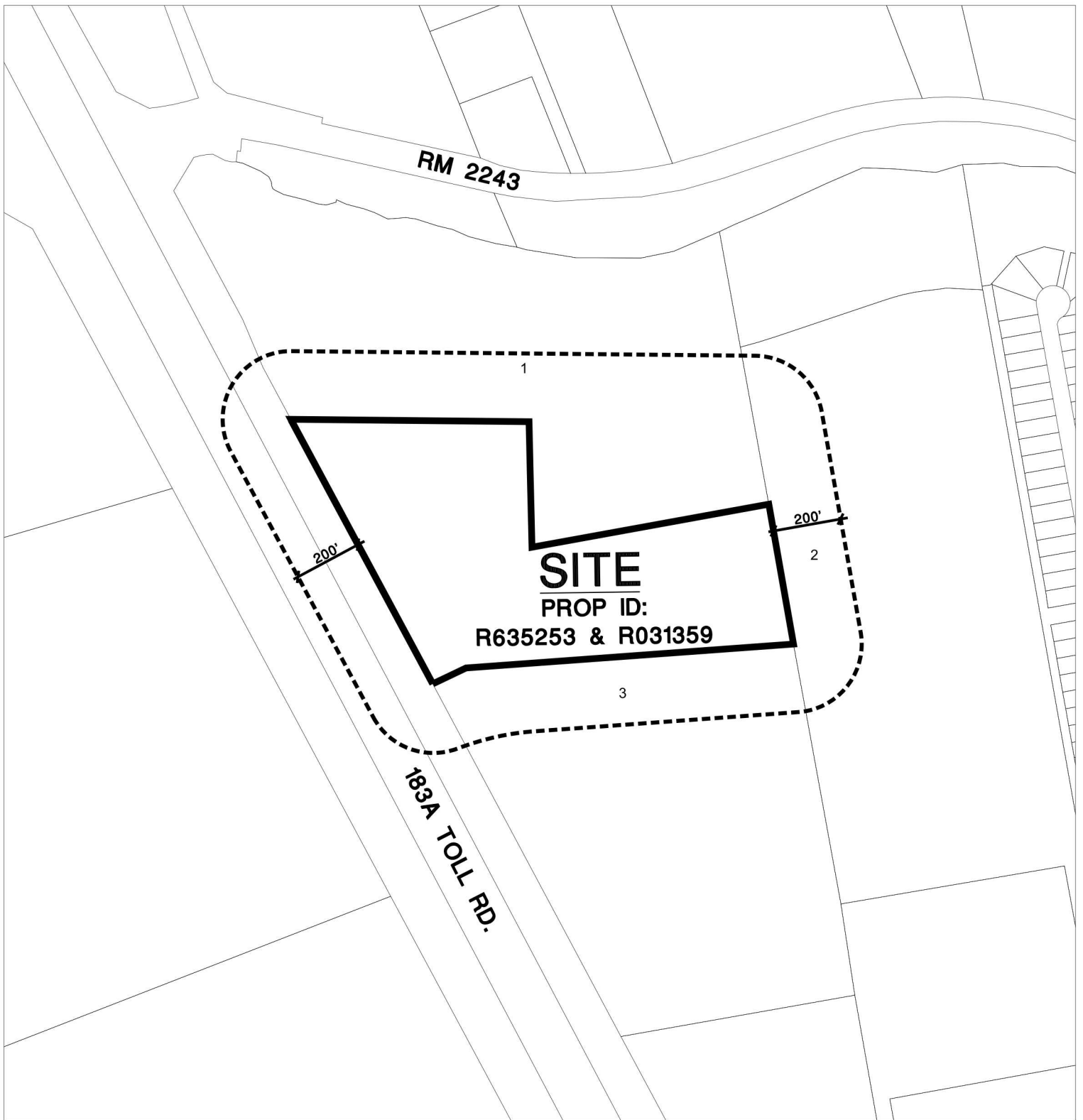
The Subject Tract is located with convenient access fronting the Highway US 183-A Toll Road. Along with strong access from this major roadway, the property is near future commercial/mixed use developments and offers additional commercial opportunities. The requested land use is consistent with the Future Land Use Map.

A partially constructed building and associated parking currently occupy the Subject Tract. The Applicant intends to remove these elements during development of the Subject Tract.

Thank you for your consideration. The Applicant believes this location has the potential to help meet goals identified within the Comprehensive Plan.

Sincerely,

Peter Verdicchio, PLA ASLA
Principal



#	Parcel Number	Owners	Site Address	Owner Address	City, State Zip
1	R623019	PEDERNALES ELECTRIC COOPERATIVE INC	8796 183A TOLL RD, LEANDER, TX 78641	ATTN: PROP TAX DEPT PO BOX 1	JOHNSON CITY, TX 78636-0001
2	R502299	GENERATIONS MINISTRIES INC	1461 E WOODVIEW DR, LEANDER, TX 78641	P.O. BOX 280	CEDAR PARK, TX 78630-0280
3	R031358	SHRI VAAMANA ESTATES LLC ET AL	351 CR 271, LEANDER, TX 78641	510 FRANKLIN AVE #STE 7	NUTLEY, NJ 07110

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 NORTH CREEKSIDE COMMONS MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF GC-2-A (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 14.88 acres $\pm$; being more particularly described in Exhibit "B"; generally located 850 feet to the southeast of the intersection of RM 2243 and 183A Toll Road; identified by Williamson Central Appraisal District tax identification number R031359 and R635253; more particularly described in Instrument Number 2023085860; recorded in the Official Public Records of Williamson County, Texas.

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

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

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

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

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

PASSED AND APPROVED on First Reading this the 6th day of June, 2024.

FINALLY PASSED AND APPROVED on this the 20th day of June, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

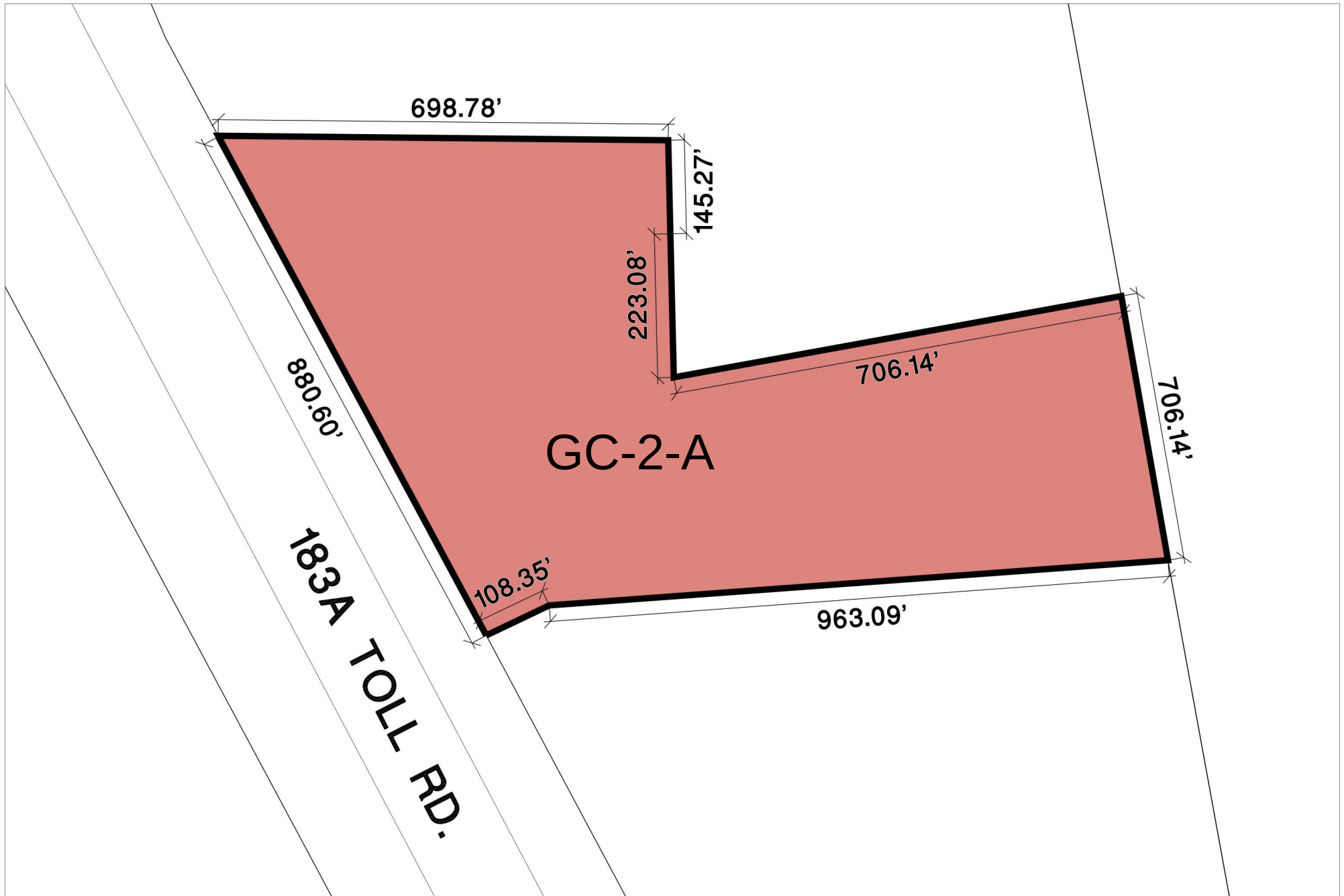


Exhibit B



SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
(512) 246.7000
www.secplanning.com • info@secplanning.com

CONCEPT PLAN
NORTH CREEKSIDE COMMONS

TERRENEZT
LEANDER, TEXAS



0' 100' 200' 300'

Scale: 1" = 200'

Date: October 3, 2023

SHEET FILE: J:\220039-TENE\Cadfiles\PLANNING\Submittals\Concept Plan.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval.



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, May 9, 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 May 2, 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 through 10

By: Board Member May

Seconded: Board Member Calame

Vote: 7 - 0 None

6. Approval of Subdivision Case PP-22-0003 regarding Greenlight Village Preliminary Plat on two (2) parcels of land approximately 14 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031386 and R031387; generally located on the south side of Hero Way West, approximately 1,400 feet west of Broade Way, Leander, Williamson County, Texas.

7. Approval of Subdivision Case PP-23-0048 regarding Hwy 29 Commercial Subdivision Preliminary Plat on one (1) parcel of land approximately 50.64 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032262; generally located south of SH 29, approximately 1,300 feet west of Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
8. Approval of Subdivision Case FP-23-0088 regarding Williams Tract Final Plat on four (4) parcels of land approximately 14.038 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R315744, R031687, R099947, R031690 ; generally located 430 feet to the north of the intersection of Waterfall Ave. and CR 279, Leander, Williamson County, Texas.
9. Approval of Subdivision Case FP-21-0006 regarding Rosenbusch Ranch Phase 3 Final Plat on one (1) parcel of land approximately 34.696 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R654110; generally located northwest of the intersection of Vista Ridge Drive and Alta Vista Drive, Leander, Williamson County, Texas.
10. Approval of the minutes for meeting held on April 25, 2024.

PUBLIC HEARING: ACTION

11. Conduct a Public Hearing and consider action regarding Subdivision Case FP-23-0055 to consider the replat of Lots 37, 38, and 39, Hidden Mesa Subdivision as Crystal Mesa Cove Two Final Plat on three (3) parcels of land approximately 10.339 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcels 354047, 354048, and 354050; and generally located to the southwest of the intersection of on the west of High Lonesome and CR 290, Leander, Travis County, Texas.

- Discuss and consider action on Subdivision Case FP-23-0055 as described above.

No one spoke in favor or opposition of the request.

Motion to approve the Final Plat FP-23-0055

By: Board Member Cosgrove
Seconded: Board Member Moss

Vote: 7 - 0 None

12. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0065 to amend the current zoning of PEC PUD (Planned Unit Development) to change the zoning to GC-2-C (General Commercial) on one (1) parcel of land approximately 12.405 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R623019; and legally described as Lot 1, Block A, PEC Data Center, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0065 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Zoning Case Z-23-0065

By: Board Member Oliver
Seconded: Board Member Calame

Vote: 7 - 0 None

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0091 to amend the current zoning of PEC PUD (Planned Unit Development) to adopt the North Creekside Commons Minor PUD (Planned Unit Development) with the base zoning of GC-2-A (General Commercial) on a portion of the original PUD, on two (2) parcels of land approximately 14.88 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031359 and R635253; and generally located 850 feet to the southeast of the intersection of RM 2243 and 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0091 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Zoning Case Z-23-0091

By: Board Member Lantrip

Seconded: Board Member Mahan

Vote: 7 - 0 None

14. Conduct a Public Hearing and consider action regarding Ordinance Case OR-24-0019 to amend the Composite Zoning Ordinance to update definitions, add uses and create criteria for Vape Shops, Smoke Shops and Cosmetic Services, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-24-0019 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Ordinance Case OR-24-0019 with the change to allow Vape Shops and Smoke Shops in the GC (General Commercial) use component, prohibiting in the LC (Local Commercial) use component - Discussion occurred.

By: Board Member Mahan

Seconded: Board Member Moss

Vote: 5 - 2 Board Member Cosgrove, Board Member Calame

REGULAR AGENDA

15. Discuss and consider action regarding Zoning Case Z-24-0112 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Hero Ranch Minor PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on four (4) parcels of land approximately 14.5 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031758, R098017, R473771, and R098019; and generally located approximately 475 feet to the west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the northside of Hero Way, Leander, Williamson County, Texas.

Motion to approve Zoning Case Z-24-0112

By: Board Member May
Seconded: Board Member Mahan

Vote: 7 - 0 None

16. Discuss and consider action regarding Zoning Case Z-24-0113 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Historic Bryson Farmstead PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on two (2) parcels of land approximately six (6) acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032212 and R500771; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

Submitted via the website in opposition of the request: see attachment

Spoke in opposition of the request:
Laura Marques 724 Mallow Rd
Venkata Bharath Kumar Reddy Chamala 912 Mallow Rd
Joshua Raley 724 Mallow Rd

Motion to approve Zoning Case Z-24-0113 - Discussion occurred

By: Board Member Cosgrove
Seconded: Board Member Oliver

Vote: 3 - 4 Board Member May, Board Member Moss, Board Member Lantrip, Board Member Calame

Motion failed

Motion to approve Zoning Case Z-24-0113 with an update to the PUD notes to provide a limit of main stage concerts at a maximum of once per quarter.

By: Board Member Calame
Seconded: None

Motion failed due to lack of a second

17. Adjournment Adjourned at 7:27 p.m.

APPROVED

CHAIR

ATTEST:



EXECUTIVE SUMMARY
6/6/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Special Use Case Z-24-0111 to consider action on a Special Use Permit to allow for temporary buildings on one (1) parcel of land approximately 0.775 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R505808; and more commonly known as 449 San Gabriel Campus Drive, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0111 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

09/22/2005 – Smart Code Adopted

05/23/2023 - Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

Leander Independent School District (Jimmy Disler) on behalf of Austin Community College District (Aziz Hussaini)

RECOMMENDATION:

Staff recommends approval of this request. During the meeting of May 23, 2024, the Planning & Zoning Commission recommended approval with an update to the request allowing for the development to not be required screening of the temporary buildings per Article IV, Section 7 (b)(3) of the Composite Zoning Ordinance.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-24-0111 Att 1 Planning Analysis - ACC Portables SUP
2. Z-24-0111 Att 2 Current Zoning - ACC Portables SUP
3. Z-24-0111 Att 3 FLU Map - ACC Portables SUP

4. Z-24-0111 Att 4 Public Notification - ACC Portables SUP
5. Z-24-0111 Att 5 Aerial Map - ACC Portables SUP
6. Z-24-0111 Att 6 Conceptual Site Plan- ACC Portables SUP
7. Z-24-0111 Att 7 Letter of Intent - ACC Portables SUP
8. Z-24-0111 Att 8 Ordinance - ACC Portables SUP



PLANNING ANALYSIS

ZONING CASE Z-24-0111
ACC LISD ECHS PORTABLES SUP
449 SAN GABRIEL CAMPUS DRIVE

GENERAL INFORMATION

Owner/Agent: Leander Independent School District (Jimmy Disler) on behalf of Austin Community College District (Aziz Hussaini).

Current Zoning: T6 – Urban Core & Civic Building

Size and Location: The property is located at 449 San Gabriel Campus Drive, including approximately 0.775 acres.

Staff Contact: Karina Castillo, AICP, Planning Manager

APPLICANT REQUEST

The applicant has submitted a request for a Special Use Permit in order to allow for 18 temporary portable buildings for up to five years from the date of approval.

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

Leander Independent School District (LISD) is continuing their partnership with Austin Community College (ACC) to operate the Early College High School at the ACC San Gabriel Campus. Due to an increase in student population, LISD is proposing to add 18 temporary portable buildings to the site for the next five years. ACC has plans to construct a permanent building in this area in their future expansions. Following the approval of this Special Use Permit, a site development plan must be approved which will include screening the buildings from view from public roads.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	T6 – Urban Core	Vacant
EAST	T6 – Urban Core	Parking (Austin Community College)
SOUTH	T6 – Urban Core	Austin Community College
WEST	T6 – Urban Core	Vacant

SURROUNDING AREA:

This property is located just north of the ACC San Gabriel Campus. Further north of this site is Northline which includes multifamily and townhomes.

PHYSICAL AND NATURAL FEATURES:

This property is vacant and undeveloped.

PROPERTY HISTORY:

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

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- The City of Leander adopted the SmartCode on 09/22/2005.

MAJOR CORRIDORS:

This property has access onto the ACC San Gabriel Campus through the private San Gabriel Campus Drive.

TRANSPORTATION PLAN REQUIREMENTS:

This property does not include any future roads as shown on the Transportation Plan.

SUBDIVISIONS:

No subdivision cases were previously submitted for this property:

EXISTING UTILITIES:

This property has access to utilities through the ACC development.

CURRENT LAND USES:

This property is currently vacant and undeveloped.

COMPREHENSIVE PLAN:**Applicable Future Land Use categories****LEANDER CENTRAL**

- The Leander Central future development category encompasses the City's future urban center, in close proximity to Leander Station. This area is envisioned to be a very walkable area which encourages a "sense of place" and should represent the most dense, urban form Leander will have. This is a highly activated area with first floor storefronts, employment, dense residential, and entertainment.

Land uses are less distinguishable and less regulated in the urban environment, where the focus is more on form than function. Important characteristics in the central location are building relationship with the street and pedestrian movement, signage, street design, and public gathering places.

This area is envisioned to be developed with an urban character, meaning development requires on-street or structured parking and an emphasis on pedestrian walkability. Vehicular circulation occurs along a grid-based network of complete streets with short blocks and focus on safety and efficient distribution of vehicles, bikes and pedestrians.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

This proposal was reviewed by all applicable departments within the City of Leander. A plat will not be required for this project.

SCHEDULE:**DEVELOPMENT MEETING**

A development meeting was not held with Staff, but the applicant has been working closely with staff to coordinate the process of this project.

NOTIFICATION

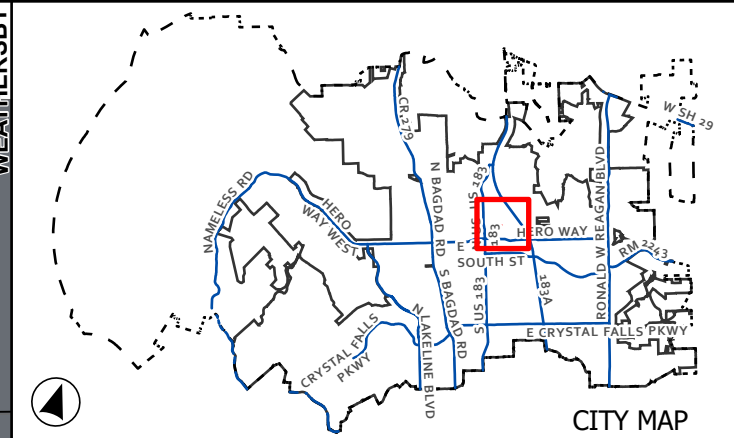
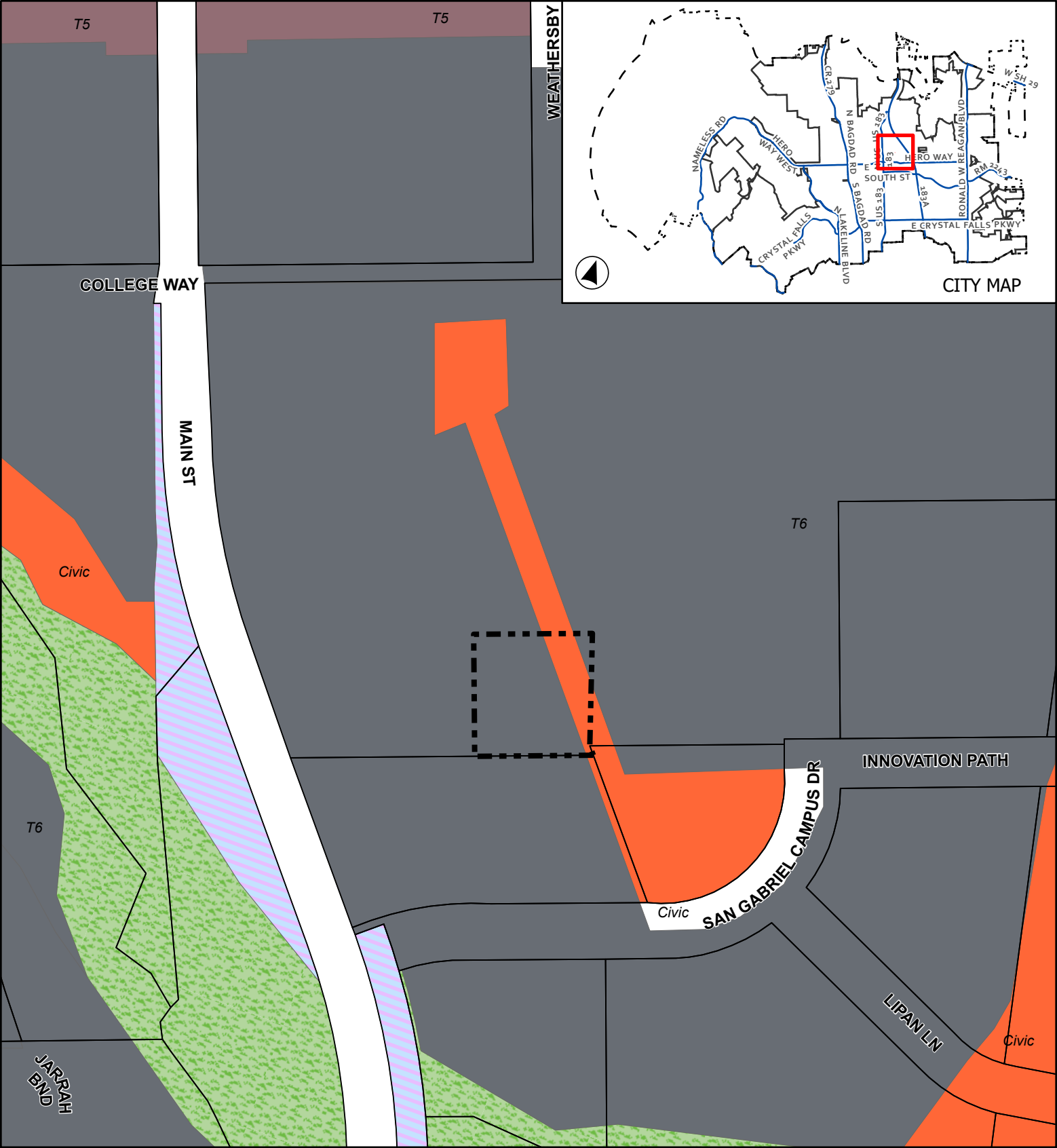
05/02/2024 - Public Notice on Hill Country News
 05/08/2024 - Mail Notification to Property Owners within 200'
 05/08/2024 - Public Hearing Signage Posted on Property
 05/23/2024 - Planning and Zoning Commission Public Hearing
 06/06/2024 - City Council Public Hearing & First Reading of the Ordinance
 06/20/2024 - 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 is required to reach 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' should also be contacted. Since there are not any residential properties located within 500' of the site, neighborhood outreach was not required for this case.

APPROVAL CRITERIA:

This proposal includes allowing a maximum of 18 temporary portable buildings for up to five years. The timeline aligns with the future construction of the permanent buildings for Austin Community College San Gabriel Campus. These temporary buildings shall be removed prior to that construction beginning. Staff recommends approval of this request.

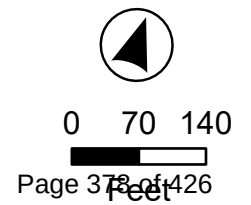


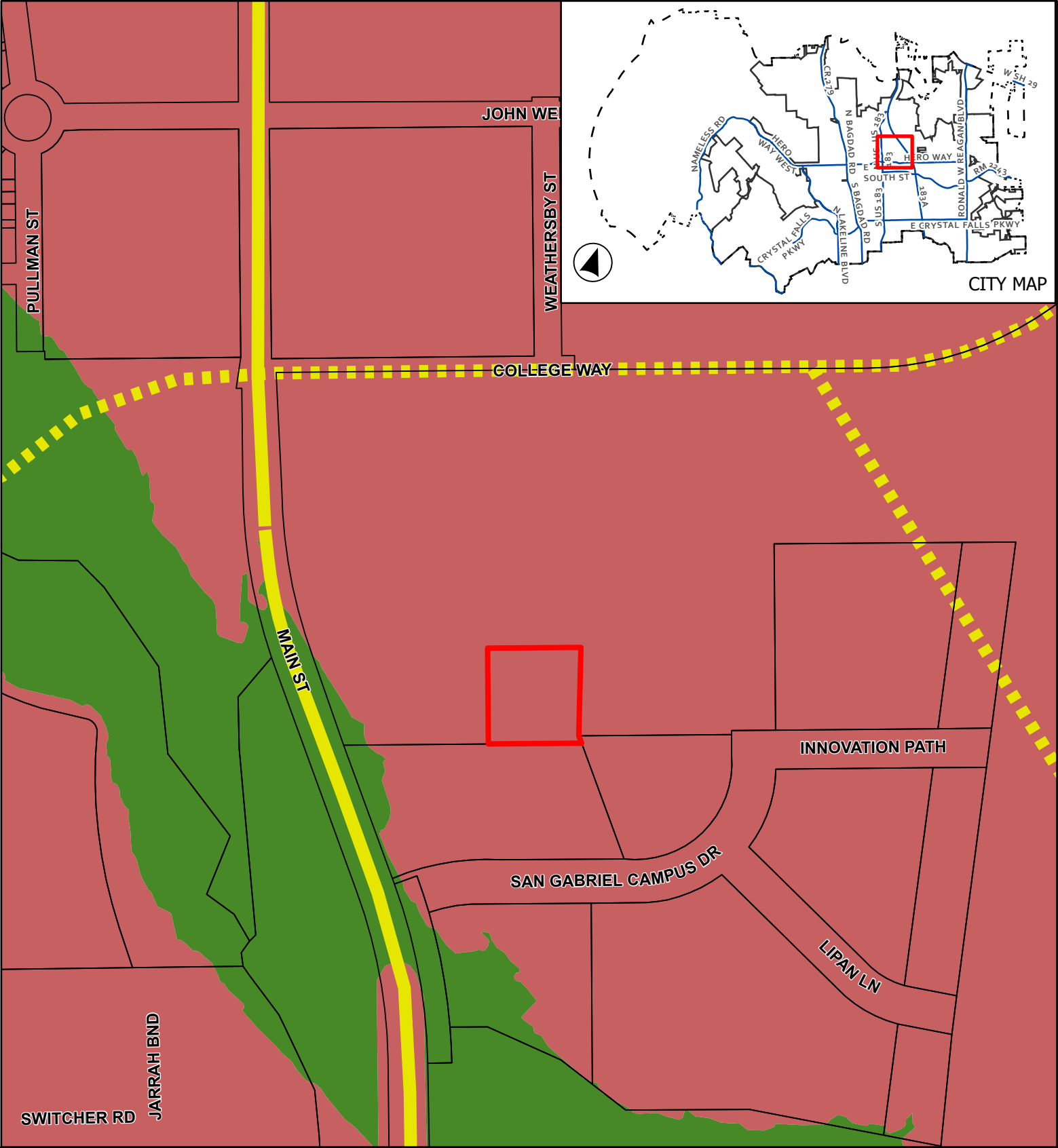
CASE: Z-24-0111 ATTACHMENT 2 ACC PORTABLES SUP

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
- OS - Open Space
- S2 - Station Sector
- Civic Building
- T5 - Urban Center
- T6 - Urban Core





CASE: Z-24-0111 ATTACHMENT 3 ACC PORTABLES SUP

Future Land Use Map



0 100 200

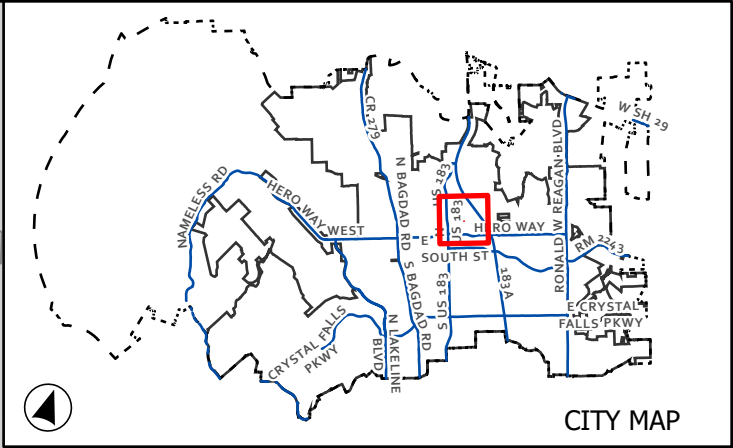
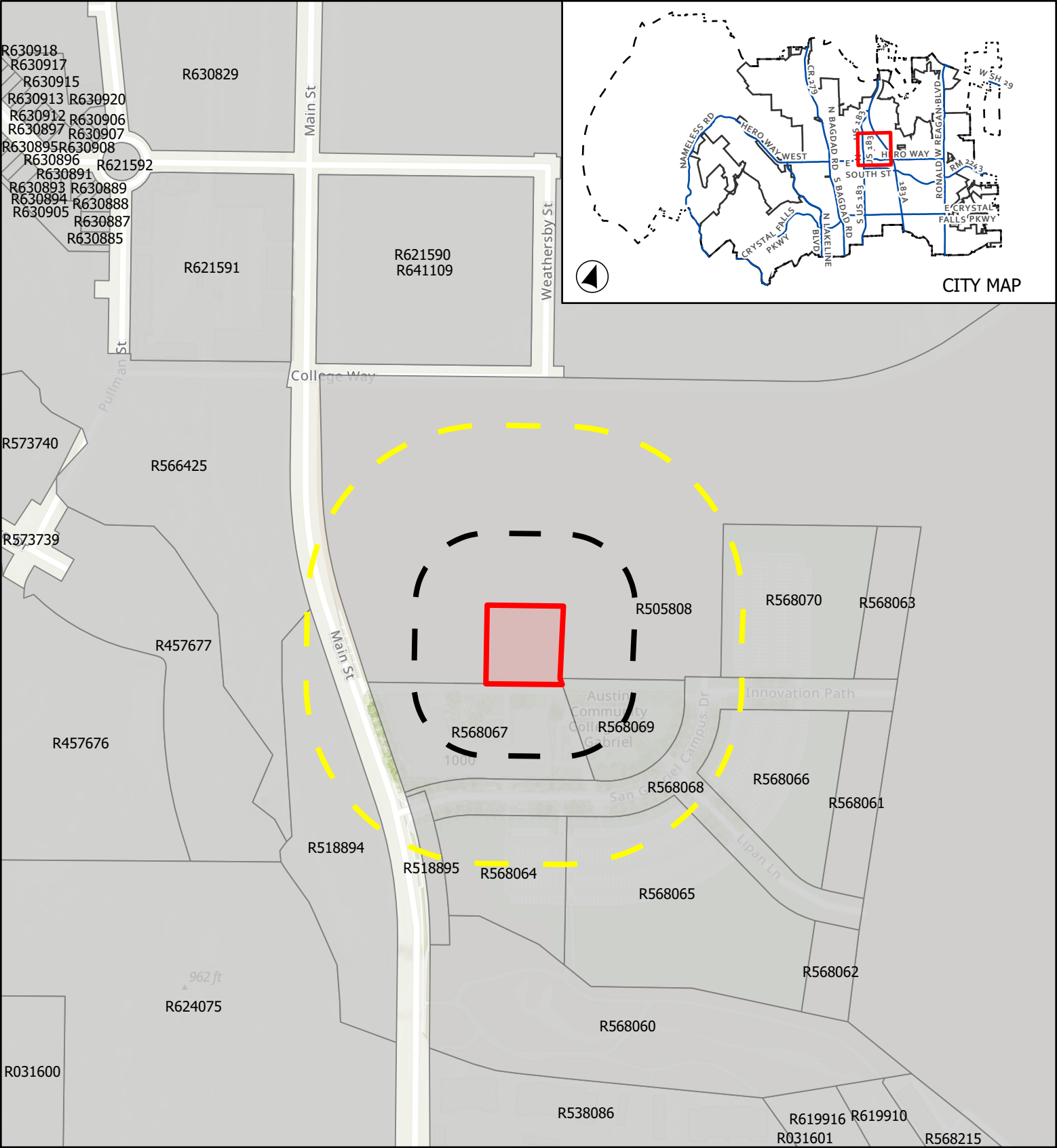


Feet

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

- Leander City Limits
- ETJ Boundary
- Subject Boundary
- Leander Central

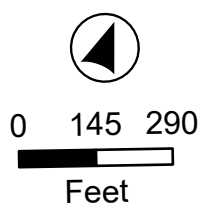
- Greenway
- Collector, Existing
- Collector, Proposed



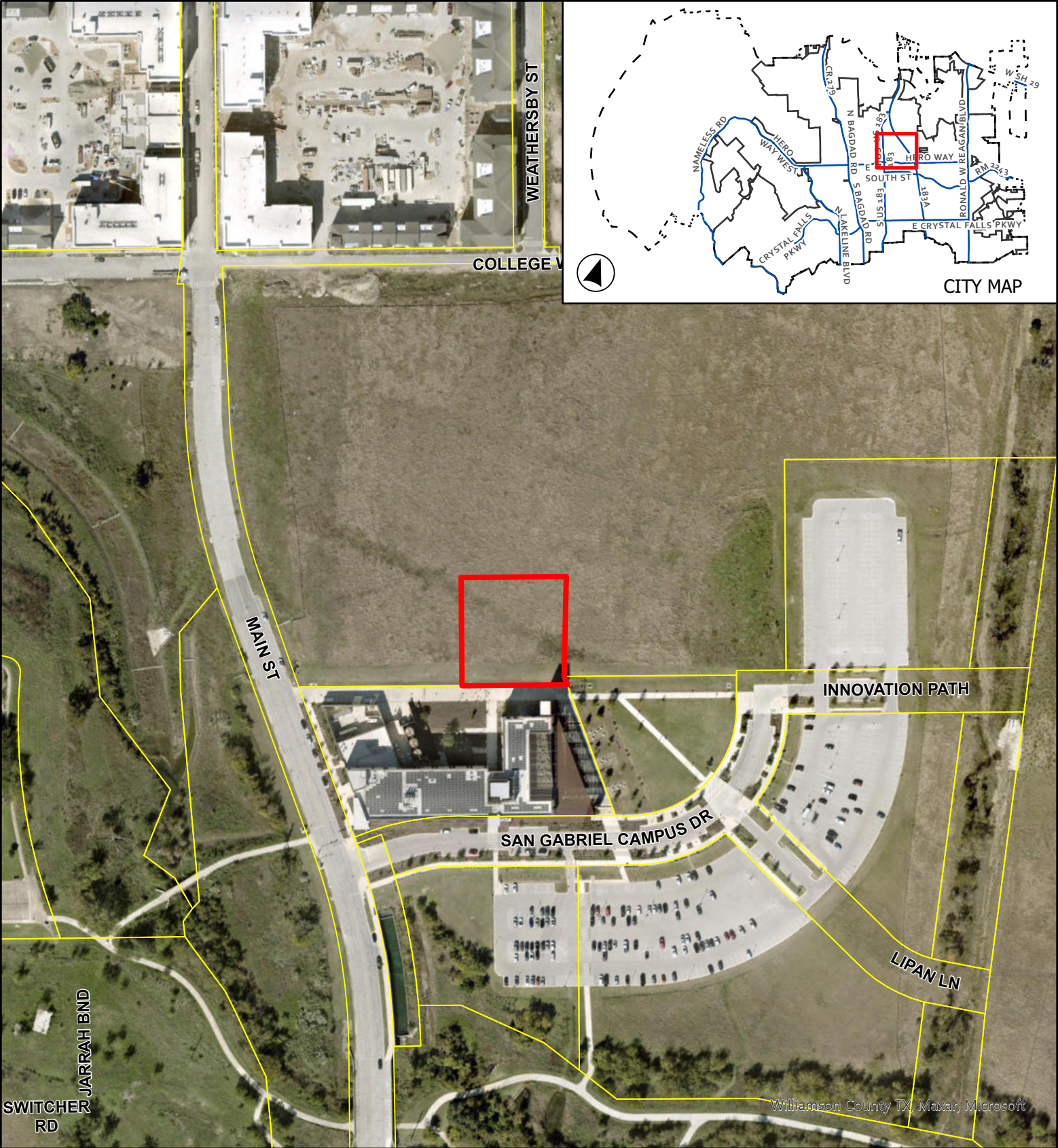
CASE: Z-24-0111 ATTACHMENT 4 ACC PORTABLES SUP

Public Notification

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



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



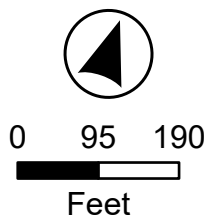
CASE: Z-24-0111

ATTACHMENT 5

ACC PORTABLES SUP

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

NOTE: This plan is conceptual and has not been reviewed for compliance with the Subdivision Ordinance, Composite Zoning Ordinance, or TOD Ordinance Requirements.

Expiration Date: 5 years from issuance.

A Maximum of 18 temporary buildings shall be allowed on site.

Temporary Buildings shall be screened from view from the public roads at all angles.

Proposed screening area marked in red.

497.75' from property line

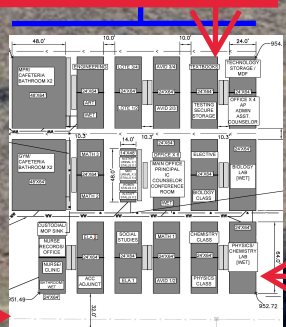
212.0'

218.75'

226.3' from property line

Total temporary building dimension: 218.75' x 212.0'

2019.27' from property line

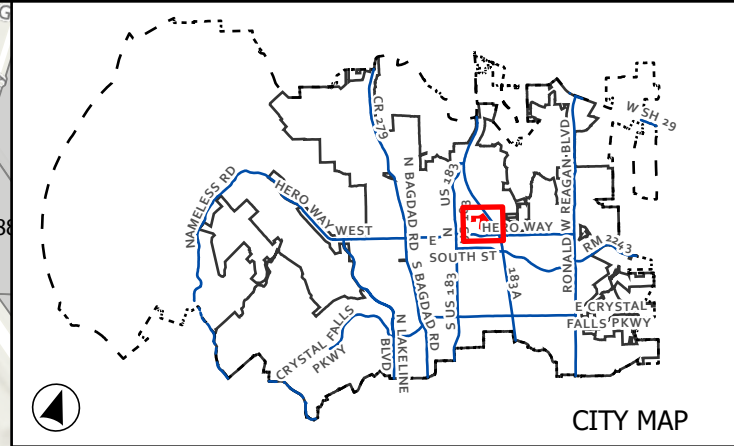
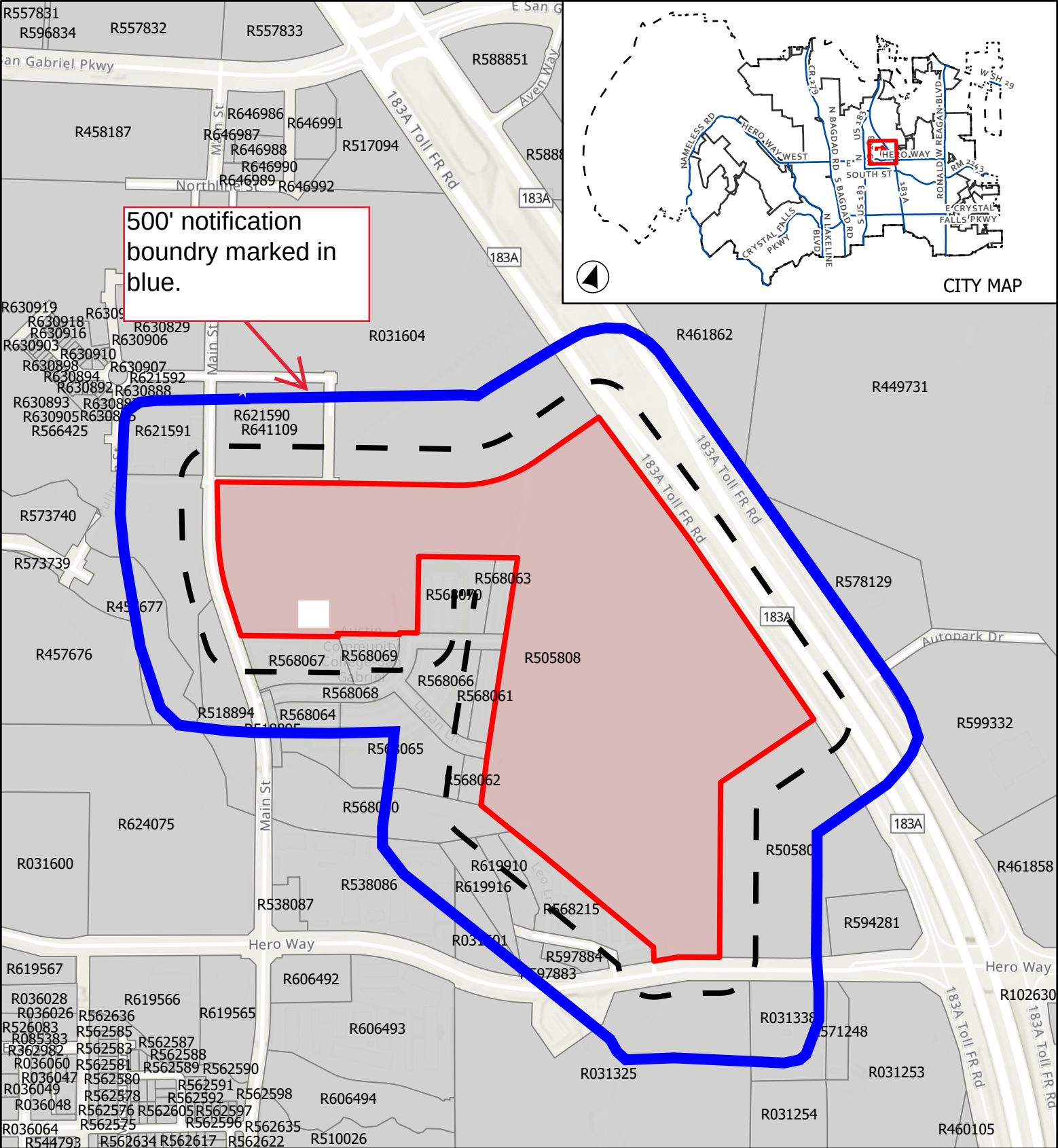


Austin Community College: San Gabriel Campus

San Gabriel Campus Dr

Main St





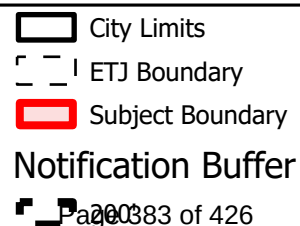
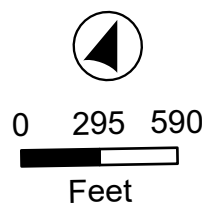
CASE: Z-24-0111

ATTACHMENT 2

ACC-LISD
ECHS PORTABLES

Public Notification

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





Leander ISD

204 W. S. Street

Leander, TX 78646

February 13th, 2024

To Whom It May Concern:

The Special Use Permit for Leander ISD Early College High School will allow the continued operation and buildout of our campus.

Leander ISD Early College High School will have the capacity for 500 students grades 9-12th at full capacity, and allows in up to 125 freshmen each year during its application and enrollment cycle. The portables contained within the special use permit will allow for all Leander ISD ECHS operations to occur within, and in the event of an emergency in the main ACC building, will have the capacity to house all Leander ISD students.

Due to enrollment growth of both Leander ISD ECHS and ACC San Gabriel, Leander ISD will need to transition to portables for the 24-25 school year to allow space for college classes for both institutions per our startup plan. The portables placed at ACC San Gabriel are intended to provide temporary relief to the space needs in anticipation of a permanent structure which is slated within a future bond.

Leander ISD will begin its planning and design phase for the permanent Leander ISD building during the fall of 2024. The ACC San Gabriel campus has designated building 14000 on their master plan as the permanent location for Leander ISD Early College High School.

Sincerely,

Dr. Clay Carrier

Senior Director of Innovative Learning Programs

Principal of ECHS, NHHS and VLA

Leander ISD



LeanderISD.org

204 W. South Street | P.O. Box 218
Leander, TX 78646

512-570-0090 | Fax: 512-570-0054

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY APPROVING THE ACC LISD ECHS PORTABLES SPECIAL USE PERMIT TO ALLOW FOR TEMPORARY BUILDINGS; 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 0.775 acres $\pm$; being more particularly described in Exhibit "A"; more commonly known as 449 San Gabriel Campus Drive; identified by Williamson Central Appraisal District tax identification number R505808Williamson County, Texas.

SECTION 4. Property Rezoned. The Special Use Permit is hereby approved to allow up to 18 temporary buildings as conceptually shown in Exhibit "A". The term of this permit shall be limited to a time frame of five (5) years. At the end of this term, the applicant has the ability to request an extension.

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 6th day of June, 2024.

FINALLY PASSED AND APPROVED on this the 20th day of June, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

NOTE: This plan is conceptual and has not been reviewed for compliance with the Subdivision Ordinance, Composite Zoning Ordinance, or TOD Ordinance Requirements.

Expiration Date: 5 years from issuance.

A Maximum of 18 temporary buildings shall be allowed on site.

Temporary Buildings shall be screened from view from the public roads at all angles.

Expiration Date: 5 years from issuance.

A Maximum of 18 temporary buildings shall be allowed on site.

Temporary Buildings shall be screened from view from the public roads at all angles.

Proposed screening area marked in red.

497.75' from
property line

212.0'

218.75'

226.3' from
property line

Total temporary building dimension:
218.75' x 212.0'

2019.27' from
property line

Austin Community College: San Gabriel Campus

San Gabriel Campus Dr



EXECUTIVE SUMMARY
6/6/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Ordinance Case OR-24-0014 to amend sections of Article 10.02, Exhibit A, the Subdivision Ordinance to adopt updates to the approval process for subdivision applications, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-24-0014 as described above.

BACKGROUND:

This request is the second step in the ordinance process. The 88th Legislative Session included the adoption of House Bill 3699 which amended Local Government Code §212.001 (2) and (3) to allow for the administrative approval of certain plats. The update to this ordinance would change the procedure for concept plans, preliminary plats, final plats, and short form final plats to allow for the administrative approval as long as the application meets all statutory requirements without requesting variances, Significant and/or Heritage Tree Removal or requiring a public hearing.

HISTORY/TIMELINE:

09/01/2023 – HB 3699 went into effect
05/23/2023 - Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approval of the ordinance amendments.

PRESENTER:

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

Attachments:

1. OR-24-0014 Att 1 Ordinance Redline
2. OR-24-0014 Att 2 Subdivision Ordinance

OR-23-0014 SUBDIVISION ORDINANCE – ADMINISTRATIVE APPROVAL

ARTICLE I. GENERAL

SECTION 1. DEFINITIONS

Filing Date means, with respect to Plans or Plats, the date that the Plan or Plat, along with the completed Application and application fees and other documents required by this Ordinance are submitted to the City -and that is a date set forth in the submittal schedule~~Plans or Plans are determined to be complete and are accepted for review by the City.~~

Municipal Reviewing Authority means the entity responsible for approving ~~Plats or Plans~~ governed by this Ordinance. Except as provided in Section 20(a), the Director of Planning~~The Planning and Zoning Commission~~ is responsible for approving Concept Plans, Preliminary Plats, Final Plats, Amended Final Plats, and Short Form Final Plats, and Minor Revision Preliminary Plats.~~The Commission is responsible for approving Plats that are not delegated to the Director of Planning for approval, The and the City Council are~~ responsible for approving Concept Plans that are not delegated to the Director of Planning for approval. ~~City Staff, as further specified in this ordinance, is responsible for approving Construction Plans, Minor Revision Preliminary Plats, and Amended Final Plats~~

The term “Municipal Authority” wherever it appears throughout the Ordinance will be amended to “Municipal Reviewing Authority”

Resubmittal Date means the date that a Resubmittal Application along with the completed Application and application fees and other documents required by this Ordinance are submitted to the City on a date set forth in the submittal schedule.

ARTICLE II. PROCEDURE

Section 20. -Delegation of Approval Responsibility; General Procedure.

- (a) Delegation of Approval Responsibility for Plats. The City Council, with the recommendation of the Commission, hereby delegates to the Director of Planning the ability to approve, approve with conditions, or disapprove a Plat, except for the following:
- (1) Plats for which a variance is requested;
 - (2) A replat that is not vacating the preceding plat and during the preceding five (5) years, any of the area to be replatted was limited by an interim or permanent zoning classification to residential use for not more than two (2)

residential units per lot, or any lot in the preceding plat was limited by deed restrictions to residential use for not more than two (2) residential units per lot;

~~(1)(3)~~ (3) ~~A Significant or Heritage Tree(s) are~~is proposed to be removed in connection with the Plat; or

(4) The Director of Planning, for any reason, elects to present the Plat for approval to the ~~Municipal Commission and/or Council Authority.~~

~~(a)(b)~~ (b) ~~a~~Action on Plats and Plans. Plats ~~and Plans~~ for the development of land within the scope of this Ordinance shall be drawn and submitted to the Municipal Reviewing Authority for their approval, conditional approval, or disapproval, as provided herein. If an application is approved with conditions or disapproved, the Municipal Reviewing Authority shall provide or cause to be provided to the applicant a written statement for the conditions for approval or reasons for disapproval that clearly articulate each specific condition for the conditional approval or reason for disapproval. Each condition or reason specified in the written statement shall include a citation to the law or ordinance that is the basis for the conditional approval or disapproval, as applicable. In the event that a Municipal Authority subject to quorum requirements fails to act due to lack of a quorum at the meeting at which an application is posted for action, then:

- (1) the application will be deemed approved if it meets the requirements of this Ordinance and applicable state law; or
- (2) the presiding officer of the Municipal Authority is authorized to disapprove an application that is recommended by City staff to be disapproved due to failure to comply with this Ordinance or applicable law.

**** [renumber remaining subsections accordingly and update internal references]****

(d) General Subdivision Process; Phasing.

- (1) Impact of the Phasing Plan on the Sequence of Preliminary Plat and Construction Plan Applications.

- a. If an applicant applies for a Preliminary Plat for less than the entire property shown in the Concept Plan, the Preliminary Plat for each phase may not be reviewed concurrently, must be submitted in the order shown on the approved Phasing Plan, and review of the Preliminary Plat for a particular phase must be completed and scheduled for Commission approval ~~approved~~ before a subsequent phase may be submitted for review. In addition, the Preliminary Plat applications must contain the property shown in each phase of the approved Phasing Plan.

-
- (f) Application Forms. The Director of Planning shall prepare application forms which shall include a checklist of the required information and documents that are required to be submitted by applicants in order for an application to be accepted as complete for review and processing under this Ordinance. The Director of Planning shall update the application from time to time as required due to amendments to this Ordinance, state law, or applicable technical codes and manuals. The Commission shall review and approve the application forms and amendments prepared by the Director of Planning from time to time. The checklist and application forms shall be posted and maintained on the City's website within thirty (30) days of adoption or amendment.
-

- (j) Appeal of Disapproval by Director of Planning. An applicant may appeal the Director of Planning's disapproval of a Plat to the Municipal Reviewing Authority by submitting a written appeal to the Director of Planning within fifteen (15) days of the date of the disapproval.
- (k) Responsibility. Notwithstanding the approval of any Plans or Plats by the Council, Commission, Director of Planning, or City Engineer, the developer and the engineer that prepares and submits such plats shall be and remain responsible for the adequacy of the design and nothing in this Ordinance shall be deemed or construed to relieve or waive the responsibility of the developer or his/her engineer for or with respect to any Plat submitted.

**** [renumber remaining subsections accordingly]****

Section 20A. - Requests for Extension of Approval Deadline or Waivers of Procedures.

- (a) The applicant may request an extension of the thirty (30) day approval deadlines set forth in this Ordinance by requesting an extension on the application form. The extension request will be considered by the Municipal Authority responsible for approving the particular Plan or Plat application Commission. Approval of an extension request will extend the deadline for approval of a Plan or Plat by thirty (30) days.
-

Section 20C. – Standard Review Procedure.

- (a) ~~Prior to the Commission meeting at which the Concept Plan is to be heard,~~ City staff shall review the plan for consistency with City codes, policies and plans.

- (b) The application shall be scheduled for consideration by the Commission-Municipal Reviewing Authority within thirty (30) days of the application Filing Date (or within the applicable extension period if an extension is granted), or within fifteen (15) days of the Resubmittal Date, as applicable. The application for Plats required to be approved by both the Commission and the Council shall be scheduled for consideration by the Council within thirty (30) days of the Commission's action on the application (or within the applicable extension period if an extension is granted), or within fifteen (15) days of Commission's action on a Resubmittal Application, as applicable.
- (c) City staff shall prepare a report analyzing the Concept PlanPlat submittal, as well as any comments received concerning the Concept PlanPlat, and recommending action on the Concept PlanPlat. If the recommended action is disapproval or conditional approval, the report shall include the reasons for disapproval or the conditions for approval, as applicable, and citations to the law or ordinance that is the basis for disapproval or the conditional approval. ~~This report shall be available at least four (4) business days prior to the Commission meeting.~~
- (d) If the ~~developer applicant~~ chooses to withdraw the Concept PlanApplication, he/she may do so in writing. For applications that require Commission or Council approval, the request must be delivered by noon of the third working day preceding the Commission applicable-meeting. A withdrawn Concept PlanPlat may be resubmitted ~~and appear on the next Commission agenda~~ after repayment of the applicable fees and required public notification.
- ~~(e) Approval. The Commission and Council, after holding public hearings in accordance with City ordinances and codes, shall take action on the Concept Plan.~~
- (e) The Commission-Municipal Reviewing Authority shall take action on the application within thirty (30) days of the Filing Date or within the time authorized by an extension granted pursuant to Section 20A. The failure of ~~either the Commission-Municipal Reviewing Authority to act within thirty (30) days of the Filing Date (or within sixty (60) days of the Filing Date where the time authorized by an extension has been granted pursuant to Section 20A), or the Council to act within thirty (30) days of action on the Concept Plan by the Commission (or within sixty (60) days where an extension has been granted)~~ shall be deemed an approval of the plan-Plat by the respective body CommissionMunicipal Reviewing Authority, except as otherwise agreed to by the applicant pursuant to Section 20A(b).
- (f) If Council approval is required for a Plat, tThe Council, within thirty (30) days of the date of action or required action on the Concept PlanPlat application by the Commission (or within ~~sixty the time authorized by (60) days of the date of action by the Commission where an extension has been granted pursuant to Section 20A)~~, shall take action on the Concept PlanPlat application. The failure of the Council to act within thirty (30) days of the date of Commission action or required action (or within

the time authorized by an extension granted pursuant to Section 20A) shall be deemed an approval of the Plat by the Council, except as otherwise agreed to by the applicant pursuant to Section 20A(b).

- (g) The ~~Commission and Council~~ Municipal Reviewing Authority shall approve the ~~Concept Plan~~ Plat if it conforms with the requirements of this Code, the Comprehensive Plan, the Composite Zoning Ordinance, and the Texas Local Government Code and the applicant has obtained approval of a Phasing Plan, while taking into account access to and extension of the City water system, reuse water system (if applicable), wastewater system, and stormwater drainage facilities.

(h) Disapproval or Conditional Approval.

- (1) *Resubmittal Application.* After disapproval or conditional approval of ~~the Concept Plan~~ Plat, the applicant may submit a Resubmittal Application that addresses each condition of approval or remedies each reason for disapproval provided. The Resubmittal Application that has been accepted as complete shall be reviewed and processed in accordance with Section 21(d), this Ordinance.
- (2) *Action on Resubmittal Application.* The ~~Commission~~ Municipal Reviewing Authority shall take action on the Resubmittal Application within fifteen (15) days of Resubmittal Date. The Council, if Council action is required, within fifteen (15) days of the date of the Commission's action or required action on the ~~Concept Plan~~ Resubmittal A application ~~by the Commission,~~ shall take action on the ~~Concept Plan~~ Resubmittal A application. The failure of ~~either the Commission~~ Municipal Reviewing Authority to act within fifteen (15) days of the Resubmittal Date, or the Council to act within fifteen (15) days of Commission action or required on the Resubmittal Application ~~by the Commission~~ shall be deemed an approval of the ~~plan~~ Plat by the respective body, if the Resubmittal Application satisfies all conditions of a conditional approval or remedies all reasons for disapproval, except as otherwise requested by the applicant and approved by the Municipal Authority pursuant to Section 20A(b).

SECTION 21. – CONCEPT PLAN

- (d) Procedure. A Concept Plan shall be submitted to the City for approval by the Municipal Reviewing Authority. If the Concept Plan is not eligible to be approved by the Director of Planning under Section 20(a), both the Commission and the Council must approve the Concept Plan.

- (1) Legible prints, as indicated on the application form, shall be submitted to the City along with the completed application forms, payment of all applicable fees, all

information required by the most recent application/checklist and any attendant documents needed to supplement the information provided on the plan.

~~(2) — Prior to the Commission meeting at which the Concept Plan is to be heard, City staff shall review the plan for consistency with City codes, policies and plans.~~

~~(3) — The application shall be scheduled for consideration by the Commission within thirty (30) days of the application Filing Date (or within the applicable extension period if an extension is granted), or within fifteen (15) days of the Resubmittal Date, as applicable. The application shall be scheduled for consideration by the Council within thirty (30) days of the Commission's action on the application (or within the applicable extension period if an extension is granted), or within fifteen (15) days of Commission's action on a Resubmittal Application, as applicable.~~

~~(4) — City staff shall prepare a report analyzing the Concept Plan submittal, as well as any comments received concerning the Concept Plan, and recommending action on the Concept Plan. If the recommended action is disapproval or conditional approval, the report shall include the reasons for disapproval or the conditions for approval, as applicable, and citations to the law or ordinance that is the basis for disapproval or the conditional approval. This report shall be available at least four (4) business days prior to the Commission meeting.~~

~~(5) — If the developer chooses to withdraw the Concept Plan, he/she may do so in writing delivered by noon of the third working day preceding the Commission meeting. A withdrawn Concept Plan may be resubmitted and appear on the next Commission agenda after repayment of the applicable fees and public notification.~~

(e) *Notification.* The notification provisions of this subsection apply to replat applications that were limited by the following during the past five (5) years: interim or permanent zoning classification for a residential use not more than two (2) residential units per lot; or limited by deed restrictions to residential use for not more than two (2) residential units per lot. All owners of property (as determined by the most recent tax rolls from the County Appraisal District), any part of which is located within two hundred (200) feet of the perimeter of the land to be developed, shall be notified by mail.

- (1) The developer shall post signs along contiguous rights-of-way at each corner of the development and at intervals that do not exceed three hundred (300) feet between said corners. Signs must be in accordance with the City Standard Details and Specifications. Signs must be posted at least 15 days before the first public hearing, but shall not be posted more than 30 days in advance of the first public hearing.
- (2) The City shall mail public notification ~~forms~~letters, postmarked no fewer than fifteen (15) days prior to the appropriate Commission hearing, to the owners

of all property, any part of which is located within two hundred (200) feet of the perimeter of the property included within the Concept Plan.

- (f) Approval. The ~~Commission and Council~~Municipal Reviewing Authority, after holding any public hearings in accordance with City ordinances and codes, shall take action on the Concept Plan.

~~(1) The Commission shall take action on the application within thirty (30) days of the Filing Date. The failure of either the Commission to act within thirty (30) days of the Filing Date (or within sixty (60) days of the Filing Date where an extension has been granted), or the Council to act within thirty (30) days of action on the Concept Plan by the Commission (or within sixty (60) days where an extension has been granted) shall be deemed an approval of the plan by the respective body, except as otherwise agreed to by the applicant pursuant to Section 20A(b).~~

~~(2) The Council, within thirty (30) days of the date of action on the Concept Plan application by the Commission (or within sixty (60) days of the date of action by the Commission where an extension has been granted), shall take action on the Concept Plan application.~~

- (1) ~~3~~If applicable, zoning of the tract shall permit the uses proposed by the Concept Plan, or a zoning amendment necessary to permit the proposed uses shall be required prior to approval of the Concept Plan.
- (2) ~~4~~Approval of a Concept Plan constitutes acceptance of the general development and arrangement of lots indicated on the plan; the classification and arrangement of streets indicated; the proposed phasing plan; and the nature of utility service proposed. Subsequent zoning approvals cannot be guaranteed.
- (3) ~~5~~Concept Plan approval does not ensure approval of a Preliminary Plat failing to meet specific requirements of this Ordinance, and approval does not comprise any vesting of development rights or any assurance that permits of any kind will be issued.

~~(6) — The Commission and Council shall approve the Concept Plan if it conforms with the requirements of this Code, the Comprehensive Plan, the Composite Zoning Ordinance, and the Texas Local Government Code and the applicant has obtained approval of a Phasing Plan, while taking into account access to and extension of the City water system, reuse water system (if applicable), wastewater system, and stormwater drainage facilities.~~

~~(g) — Disapproval or Conditional Approval.~~

~~(1) — Resubmittal Application. After disapproval or conditional approval of the Concept Plan, the applicant may submit a Resubmittal Application that addresses each condition of~~

~~approval or remedies each reason for disapproval provided. The Resubmittal Application that has been accepted as complete shall be reviewed and processed in accordance with Section 21(d).~~

~~(2) — *Action on Resubmittal Application.* The Commission shall take action on the Resubmittal Application within fifteen (15) days of Resubmittal Date. The Council, within fifteen (15) days of the date of action on the Concept Plan application by the Commission, shall take action on the Concept Plan application. The failure of either the Commission to act within fifteen (15) days of the Resubmittal Date, or the Council to act within fifteen (15) days of action on the Resubmittal Application by the Commission shall be deemed an approval of the plan by the respective body, if the Resubmittal Application satisfies all conditions of a conditional approval or remedies all reasons for disapproval, except as otherwise requested by the applicant and approved by the Municipal Authority pursuant to Section 20A(b).~~

**** [renumber remaining subsections accordingly and update internal references] *****

- (j) Revision. If a revision to a previously approved Concept Plan is required, all changes must be resubmitted to the ~~Commission and Council~~Municipal Reviewing Authority for approval. All fees shall be repaid as if the Concept Plan was initially being submitted.

SECTION 22. PRELIMINARY PLAT

- (c) **Content.** The Preliminary Plat shall include a description of any off-site improvements required to accommodate the project. The Preliminary Plat shall contain or have attached thereto:

- (5) Support Documents.

- (i) A drainage study, consisting of a Drainage Area Map with contours, location and capacities of existing and proposed drainage features, and calculations in accordance with this Ordinance and good engineering practices, shall be provided to ensure the property will be developed in accordance with City drainage policies.
- (ii) Utility demand data, consistent with the proposed uses indicated on the Preliminary Plat, to determine the adequacy and the consistency of proposed utility improvements.
- (iii) A letter of certification, when applicable, that the Plat has been submitted to the County Health District for review (applicable to all projects proposing septic systems and/or containing any portion of the regulatory one hundred (100) year floodplain outside of the City limits).
- (iv) Copy of approved Concept Plan.
- (v) Copy of deed showing current ownership.
- (vi) Park proposal in compliance with approved Concept Plan.

~~(vii) Copy of the approved tree preservation plan.~~

(d) **Procedure.** A Preliminary Plat for any proposed subdivision of land, shall be submitted to the City for Commission Municipal Reviewing Authority for action ~~after a tree preservation plan is approved by the Director of Planning.~~

(2) For projects located within the City's extra-territorial jurisdiction, ~~one (1) extra copy of the above referenced items must be provided with the application.~~ The applicant shall be responsible for any additional information required by the County for Preliminary Plat approval.

(3) For projects located within the Lake Travis watershed, the applicant shall coordinate reviews with the ~~one (1) extra copy of the above referenced items must be provided to the~~ Lower Colorado River Authority (LCRA) for compliance with the Lake Travis and Upper Highland Lakes Non-point Source Pollution Control Ordinance. The applicant shall be responsible for any additional information required by the LCRA for the necessary approvals.

~~(4) City staff shall review all Preliminary Plat submittals for completeness within ten business days of the date the application is submitted. If in the judgment of City staff, the Preliminary Plat submittal substantially fails to meet the minimal informational requirements as outlined above, it will not be accepted for review. A Preliminary Plat application shall expire on the 45th day after the date the application is filed with the City if:~~

~~(i) the applicant fails to provide documents or other information necessary to comply with requirements relating to the form and content of the application set forth in this Chapter;~~

~~(ii) within ten (10) business days of the date the application is filed with the City, the City provides the applicant written notice of the failure that specifies the necessary documents or other information and the date the application will expire if the documents or other information is not provided; and~~

~~(iii) the applicant fails to provide the specified documents or other information within the time provided in the notice.~~

~~(iv) Prior to the Commission meeting at which the Preliminary Plat is presented, City staff shall review the plat for consistency with City ordinances, codes, policies and plans if action by the Commission is required.~~

~~(v) If required, The the application shall be scheduled for consideration by the Commission within thirty (30) days of the application Filing Date (or within the applicable extension period if an extension is granted), or within fifteen (15) days of the Resubmittal Date, as applicable.~~

~~(vi) City staff shall prepare a report analyzing the Preliminary Plat submittal, as well as any comments received concerning the Concept Plan, and recommending action on the Preliminary Plat. If the recommended action is disapproval or conditional approval, the report shall include the reasons for disapproval or the conditions for approval, as applicable, and citations to the law or ordinance that is the basis for~~

~~disapproval or the conditional approval. This report shall be available at least five (5) working days prior to the Commission meeting.~~

~~(5)~~(4) City staff shall forward the Preliminary Plat to other jurisdictional agencies, including but not limited to, Williamson and/or Travis County (if in ETJ), LISD, CAMPO, Capital Metro, Fire Department and utility companies.

(e) **Notification.** Public notification for a Preliminary Plat shall not be required unless a variance to the ordinance requirements is proposed.

(f) **Approval** A Preliminary Plat shall be submitted to the City for approval by the Municipal Reviewing Authority. If the Preliminary Plat is not eligible to be approved by the Director of Planning under Section 20(a), the Commission must approve the Preliminary Plat. The Commission shall act on the request for Preliminary Plat approval within thirty (30) days of the Filing Date, or within sixty (60) days of the Filing Date if the applicant's extension request has been grant

~~(1) (1) The failure of the Commission to act within thirty (30) days of the Preliminary Plat Filing Date (or within 60 days of the Filing Date when an extension has been granted) shall be deemed an approval of the plat, except as otherwise agreed to by the applicant pursuant to Section 20A(b).~~

~~(2)~~(1) 2 Approval of the Preliminary Plat shall not constitute approval of the Final Plat, but shall constitute a vesting of the right to develop under City ordinances, codes and policies in effect on the date of the approval provided that neither the Preliminary Plat nor any subsequent plat or permit has been, or is allowed, to expire.

~~(3)~~(2) The applicant should be aware that specific approvals from other agencies may be required.

~~(4)~~(3) 4 A Preliminary Plat shall not be approved if it is not in conformance with the Composite Zoning Ordinance.

~~(g) Disapproval or Conditional Approval.~~

~~(1) Resubmittal Application. After disapproval or conditional approval of the Preliminary Plat, the applicant may submit a Resubmittal Application that addresses each condition for approval or remedies each reason for disapproval provided. The Resubmittal Application that has been accepted as complete shall be reviewed and processed in accordance with Section 22(d).~~

~~(2) Action on Resubmittal Application. The Commission shall take action on the Resubmittal Application within fifteen (15) days of Resubmittal Date. The failure of the Commission to act within fifteen (15) days of the Resubmittal Date shall be deemed an approval of the plat by the Commission if the Resubmittal Application satisfies all conditions of a conditional approval or remedies all reasons for disapproval, except as otherwise requested by the applicant and approved by the Municipal Authority pursuant to Section 20A(b).~~

**** [renumber remaining subsections accordingly and update internal references] ****

- (i) *Revision.* If a revision to a previously approved Preliminary Plat is required, then no application for a Final Plat shall be accepted until the revised Preliminary Plat has been submitted and approved by the ~~Commission~~Municipal Reviewing Authority, unless the revision is determined to be a minor revision as provided herein. The application for revised Preliminary Plat approval shall be accompanied by a fee equal to the application fee for a Preliminary Plat, provided that an application that is determined to be a minor revision as provided herein shall be accompanied by the fee set forth in Section 22(k)(1). The approved Preliminary Plat shall be kept on file as public record in the offices of the City.

SECTION 24. FINAL PLAT

- (d) **Procedure.** After approval of the Preliminary Plat and Construction Plans for a proposed subdivision, a Final Plat for that subdivision shall be submitted to the City for approval by the ~~Commission~~ Municipal Reviewing Authority~~approval~~, and such approval shall be obtained, before recordation of the Plat.
- (4) A Final Plat may be submitted for review and approval simultaneously with Construction Plans only if the applicant elects to seek approval under the Alternative Review Procedure set forth in Section 20B(a) of the Subdivision Ordinance at the time of submittal, provided however that the Final Plat shall not be approved until the Construction Plans have been approved and all required improvements have been determined by the City Engineer to be complete or fiscal surety is posted for such improvements including any required park improvements. If the Final Plat and Construction Plans are to be reviewed simultaneously, a complete application for Final Plat and a complete application for Construction Plans must be submitted to the City simultaneously and the Alternative Review Procedure described in Section 20B(a) will govern review, processing, and approval of the applications.
- (5) Legible prints, as indicated on the application form, shall be submitted ~~at least thirty (30) days prior to the regular meeting of the Commission at which the Final Plat is to be heard,~~ along with all information included on the most recent Final Plat application/checklist and the following pursuant to the Submittal Schedule:
 - a) Completed application forms and the payment of all applicable fees.
 - b) Any materials or documents required by the Commission and/or Council as a condition of Preliminary Plat approval.
 - c) A letter requesting any variances from the provisions of this Ordinance, if not previously approved as part of the Preliminary Plat, and posted pursuant to the

requirements this Ordinance.

- d) ~~Two (2) copies of~~ the deed restrictions or covenants, if such documents are to be used. These shall be filed for record in conjunction with the filing of the Final Plat.
 - e) Certification from all applicable taxing authorities that all taxes due on the property have been paid.
 - f) Any attendant documents needed to supplement the information provided on the Final Plat.
- (6) For projects located within the City's extra-territorial jurisdiction, ~~one (1) extra copy of the above referenced items must be provided to the County for review and approval.~~ ~~And~~the applicant shall be responsible for any additional information required by the County for Final Plat approval.
- (7) For projects located within the Lake Travis watershed, the applicant shall coordinate reviews with the ~~one (1) extra copy of the above referenced items must be provided to the~~ Lower Colorado River Authority (LCRA) for compliance with the Lake Travis and Upper Highland Lakes Non-point Source Pollution Control Ordinance. The applicant shall be responsible for any additional information required by the LCRA for the necessary approvals.
- ~~(8) City staff shall review all Final Plat submittals for completeness within ten business days of the date the application is submitted. If in the judgment of City staff, the Final Plat submittal substantially fails to meet the minimal informational requirements as outlined above, it will not be accepted for review. A Final Plat application shall expire on the 45th day after the date the application is filed with the City if:~~
- ~~a) the applicant fails to provide documents or other information necessary to comply with requirements relating to the form and content of the application set forth in this Chapter;~~
 - ~~b) within ten (10) business days of the date the application is filed with the City, the City provides the applicant written notice of the failure that specifies the necessary documents or other information and the date the application will expire if the documents or other information is not provided; and~~
 - ~~c) the applicant fails to provide the specified documents or other information within the time provided in the notice.~~
- ~~(6) Prior to the Commission meeting at which the Final Plat is presented, City staff shall review the plat for consistency with City codes, policies and plans if action by the Commission is required.~~
- ~~(7) The Commission meeting shall be scheduled within thirty (30) days of the application Filing Date, or within fifteen (15) days of the Resubmittal Date, as applicable.~~
- ~~(8) City staff shall prepare a report analyzing the Final Plat submittal, as well as any comments received concerning the Preliminary Plat, and recommending action on the Final Plat if action by the Commission is required. If the recommended action is disapproval or conditional approval, the report shall include the reasons for disapproval or the~~

~~conditions for approval, as applicable, and citations to the law or ordinance that is the basis for disapproval or the conditional approval. This report shall be available at least five (5) working days prior to the Commission meeting.~~

(e) **Notification.** Public notification of Final Plats shall not be required.

(f) **Approval.** A Final Plat shall be submitted to the City for approval by the Municipal Reviewing Authority. If the Final Plat is not eligible to be approved by the Director of Planning under Section 20(a), the Commission must approve the Final Plat.

**** [renumber remaining subsections accordingly and update internal section references]

(1) A final plat shall not be approved if:

- i. The tract is not in conformance with the Composite Zoning Ordinance or the Subdivision Ordinance.
- ii. Fees in-lieu of park-land dedication as required by this Ordinance, if applicable, have not been paid.
- iii. Written acceptance of all improvements required by this Ordinance by the City Engineer or, in lieu of acceptance, assurance of completion of said improvements pursuant to this Ordinance, has not been received by the City.
- iv. Applicable fees required by this Ordinance have not been paid.
- v. Notes describing any variances approved by the Commission have not been added to the plat.
- vi. ~~Three~~ Two (32) copies of record drawings have not been submitted to and approved by the City Engineer, along with a statement prepared by a licensed professional engineer.
- vii. ~~Diskette(s) containing e~~Computer generated drawings of all public improvements shown on the Construction Plans, and all lot lines shown on the Final Plat, have not been submitted to the City Engineer to update City record drawings.
- viii. ~~Three (3) copies of~~ Maintenance bonds meeting the requirements of this Ordinance have not been provided.
- ix. An affidavit of all bills paid and a release of liens have not been provided.
- x. Any and all other requirements required by this Ordinance or applicable law or identified in the Final Plat process have not been satisfied.

(2) The developer should be aware that specific approvals from other agencies may be required.

~~(f) **Resubmittal.**~~

~~(4) After disapproval or conditional approval of the Final Plat, the applicant may submit a Resubmittal Application that addresses each conditional approval or remedies each reason for disapproval provided. The Resubmittal Application that has been accepted as complete shall be reviewed and processed in accordance with Section 24(d).~~

~~(5) The Commission shall take action on the Resubmittal Application within fifteen (15) days of Resubmittal Date. The failure of the Commission to act within fifteen (15) days of the Resubmittal Date, shall be deemed an approval of the plat if the Resubmittal Application satisfies all conditions of a conditional approval or remedies all reasons for disapproval, except as otherwise requested by the applicant and approved by the Municipal Authority pursuant to Section 20A(b).~~

(g) Disapproval, Expiration and Extension.

- (1) In the event that an applicant requests city staff delay submitting a Final Plat to the ~~Commission~~Municipal Reviewing Authority in accordance with Section 20A(b), the applicant must present the Final Plat application to the ~~Commission~~Municipal Reviewing Authority within six (6) months of the date the delay is requested or the Final Plat application will expire. The Planning Department may grant one six (6) month extension if there are extenuating circumstances.
- (2) If the ~~Commission~~Municipal Reviewing Authority approves the plat with conditions, the application will not expire until six months from the date of such action by the ~~Commission~~Municipal Reviewing Authority. One additional six (6) month extension may be granted by the ~~Commission~~Municipal Reviewing Authority if the applicant can demonstrate substantial progress in compliance with conditions.
- (3) The approval of the final plat by the ~~Commission~~Municipal Reviewing Authority shall expire within one (1) year of the date of approval if the final plat is not recorded with the County.

(j) Recordation.

- (1) Prior to the recordation of the Final Plat:
 - (i) The Final Plat shall have been approved by the ~~City Staff or Commission~~Municipal Reviewing Authority and signed by the appropriate City officials pursuant to the provisions of this Ordinance.
 - (ii) Copies of any agreements required providing for the proper and continuous operation, maintenance, and supervision of any facilities that are of common use or benefit which cannot be satisfactorily maintained, or which have been rejected for operation and/or maintenance, by an existing public agency shall be executed.
- (2) City staff shall, upon determination that all provisions of this Ordinance have been satisfied, and all the above conditions have been met, obtain signatures certifying Final Plat approval by the ~~Chairperson of the Commission~~Municipal Reviewing Authority, as attested to by the Commission Secretary.
- (3) Once the original Final Plat has been certified by the ~~Chairperson of the Commission~~Municipal Reviewing Authority, City staff shall notify the developer that the original, signed Final Plat is ready to be recorded.
- (4) The City shall make arrangements to have the Final Plat filed for recordation at the developer's expense in the Official County Records at the appropriate county offices.
- (5) If the land area represented by the subdivision is located outside the corporate limits of the City on the date of its filing for recordation with the Official County Records, then it

must be approved by the Commissioners Court of the County prior to recordation unless an agreement between the City and County stipulates differently. It shall be the responsibility of the developer to be familiar with the process, procedures, and requirements necessary to secure County approval. Such approval shall be evidenced by the signature of the statement of certification by the County Judge.

- (6) After the Plat is filed for recordation, the City shall obtain official scanned copies of the recorded final plat. The City shall not issue final address Plats or permits for lots within the subdivision until the Final Plat has been recorded, the developer has paid the county recordation fee, and the scan of the recorded plat is received.
- (k) **Responsibility.** Notwithstanding the approval of any Final Plat by the ~~Commission~~Municipal Reviewing Authority, the developer and the engineer that prepares and submits such Plats shall be and remain responsible for the adequacy of the design and nothing in this Ordinance shall be deemed or construed to relieve or waive the responsibility of the developer or his/her engineer for or with respect to any Plat submitted.

SECTION 25. – AMENDED PLATS.

- (f) Approval. The ~~City Staff~~Director of Planning shall take action any Amended Plat meeting the requirements of this Ordinance within thirty (30) days the Filing Date (or within ~~sixty (60) days of the Filing Date~~the time frame set forth in ~~if an extension request has been approved under Section 20A~~). If the Amended Plat is disapproved, the City Staff shall notify the applicant, in writing by the thirtieth (30th) day following the Filing Date, of disapproval, state the reasons for disapproval, and cite to the law or ordinance that is the basis for disapproval. The failure of the Director of Planning ~~City Staff~~ to act within thirty (30) days of the Filing Date (or within the frame set forth in an approved extensions~~sixty (60) days of the Filing Date where an extension has been granted~~), shall be deemed an approval of the Amended Plat, except as otherwise agreed to by the applicant pursuant to Section 20A(b). If in the City Staff's determination, the Amended Plat does not qualify to be revised as an Amended Plat under this Ordinance or state law, the ~~City Staff~~Director of Planning shall disapprove the application in writing, state the specific reason for disapproval, cite to the law or ordinance that is the basis for disapproval, and may require the plat to be processed in accordance with the Final Plat procedures of this Ordinance. An Amended Plat shall not be approved if it is not in conformance with the Composite Zoning Ordinance.
- (g) Resubmittal.

- (1) After disapproval or conditional approval of the Amended Plat, the applicant may submit a Resubmittal Application that addresses each conditional approval or remedies each reason for disapproval provided. The Resubmittal Application that has been accepted as complete shall be reviewed and processed in accordance with Section 25(d).

- (2) The ~~City Staff~~Director of Planning shall take action on the Resubmittal Application within fifteen (15) days of Resubmittal Date. The failure of the ~~City Staff~~Director of Planning to act within fifteen (15) days of the Resubmittal Date shall be deemed an approval of the Amended Plat if the Resubmittal Application satisfies all conditions of a conditional approval or remedies all reasons for disapproval, except as otherwise requested by the applicant and approved by the Municipal Authority pursuant to [Section 20A\(b\)](#).

Section 26. -Short Form Final Plats

~~(j) — Responsibility. Notwithstanding the approval of any Short Form Final Plat by the Commission or City Engineer, the developer and the engineer that prepares and submits such plats shall be and remain responsible for the adequacy of the design and nothing in this Ordinance shall be deemed or construed to relieve or waive the responsibility of the developer or his/her engineer for or with respect to any plat submitted.~~

Section 72. - Variances

- (b) Notification. The notification procedures for variance requests shall be ~~the same as the notification procedures described for a Concept Plan as follows:~~
- (1) The developer shall post signs along contiguous rights-of-way at each corner of the development and at intervals that do not exceed three hundred (300) feet between said corners. Signs must be in accordance with the City Standard Details and Specifications. Signs must be posted at least ~~fifteen (15)~~ days before the first public hearing, but shall not be posted more than ~~thirty (30)~~ days in advance of the first public hearing.
 - (2) The City shall mail public notification letters, postmarked no fewer than fifteen (15) days prior to the public hearing, to the owners of all property, any part of which is located within two hundred (200) feet of the perimeter of the property included within the variance application.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING SECTIONS OF CHAPTER 10, EXHIBIT A, THE SUBDIVISION ORDINANCE, TO ESTABLISH AN ADMINISTRATIVE APPROVAL PROCESS FOR PLATS; PROVIDING EXCEPTIONS TO ADMINISTRATIVE APPROVAL; AMENDING DEFINITIONS; REMOVING THE REQUIREMENT THAT A TREE PRESERVATION PLAN BE SUBMITTED WITH THE PRELIMINARY PLAT; UPDATING INTERNAL SECTION REFERENCES; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the pursuant to the City Charter and state law, including Chapter 212, Texas Local Government Code, the City Council of the City of Leander, Texas adopts ordinances that regulate subdivision and platting in the City limits and portions of the extraterritorial jurisdiction;

WHEREAS, the City desires to amend the subdivision ordinance to delegate platting approval to administrative staff as provided herein, and to create exceptions that require Planning Commission and/or Council approval;

WHEREAS, the Planning and Zoning Commission held a public hearing and voted on a recommendation on the adoption of this ordinance;

WHEREAS, the City Council held a public hearing on the proposed adoption of this ordinance; and

WHEREAS, the City Council finds that adoption of this ordinance is reasonable and necessary to promote the health, safety, morals, and general welfare of the City and the safe, orderly, and healthful development of the City;

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

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

SECTION 2. Amendment of Article I, Section 1. Article I, Section 1 of Exhibit A, Chapter 10 of the City of Leander Code Ordinances (the "Subdivision Ordinance") is hereby amended to amend the following definitions:

Filing Date means, with respect to Plans or Plats, the date that the Plan or Plat, along with the completed Application and application fees and other documents required by this Ordinance are submitted to the City and that is a date set forth in the submittal schedule.

Municipal Reviewing Authority means the entity responsible for approving Plats governed by this Ordinance. Except as provided in Section 20(a), the Director of Planning is responsible for approving Concept Plans, Preliminary Plats, Final Plats, Amended Final Plats, Short Form Final Plats, and Minor Revision Preliminary Plats. The Commission is responsible for approving Plats that are not delegated to the Director of Planning for approval, and the City Council are responsible for approving Concept Plans that are not delegated to the Director of Planning for approval.

Resubmittal Date means the date that a Resubmittal Application along with the completed Application and application fees and other documents required by this Ordinance are submitted to the City on a date set forth in the submittal.

SECTION 3. Amendment of Term “Municipal Authority”. The term “Municipal Authority” wherever it appears in the Subdivision Ordinance shall be amended to be “Municipal Reviewing Authority.”

SECTION 4. Creation of New Section 20(a), Article II; Renumbering of Existing Sections. Article II, Section 20 of the Subdivision Ordinance is hereby amended to create a new subsection (a) to read as follows. Existing subsections (a) through (j) shall be renumbered to subsections (b) through (k).

Section 20. Delegation of Approval Responsibility; General Procedure.

- (a) Delegation of Approval Responsibility for Plats. The City Council, with the recommendation of the Commission, hereby delegates to the Director of Planning the ability to approve, approve with conditions, or disapprove a Plat, except for the following:
- (1) Plats for which a variance is requested;
 - (2) A replat that is not vacating the preceding plat and during the preceding five (5) years, any of the area to be replatted was limited by an interim or permanent zoning classification to residential use for not more than two (2) residential units per lot, or any lot in the preceding plat was limited by deed restrictions to residential use for not more than two (2) residential units per lot;
 - (3) A Significant or Heritage Tree(s) are proposed to be removed in connection with the Plat; or
 - (4) The Director of Planning, for any reason, elects to present the Plat for approval to the Commission and/or Council.

SECTION 5. Amendment of Renumbered Section 20(b), Article II, Section 20(b). Renumbered Section 20(b), Article II, of the Subdivision Ordinance (formerly Section 20(a)) is hereby amended to read as follows:

- (b) Action on Plats. Plats for the development of land within the scope of this Ordinance shall be drawn and submitted to the Municipal Reviewing Authority for their approval, conditional approval, or disapproval, as provided herein. If an application is approved with conditions or disapproved, the Municipal Reviewing Authority shall

provide or cause to be provided to the applicant a written statement for the conditions for approval or reasons for disapproval that clearly articulate each specific condition for the conditional approval or reason for disapproval. Each condition or reason specified in the written statement shall include a citation to the law or ordinance that is the basis for the conditional approval or disapproval, as applicable. In the event that a Municipal Reviewing Authority subject to quorum requirements fails to act due to lack of a quorum at the meeting at which an application is posted for action, then:

- (i.) the application will be deemed approved if it meets the requirements of this Ordinance and applicable state law; or
- (ii.) the presiding officer of the Municipal Reviewing Authority is authorized to disapprove an application that is recommended by City staff to be disapproved due to failure to comply with this Ordinance or applicable law.

SECTION 6. Amendment of Renumbered Section 20(e)(iii)a), Article II. Renumbered Section 20(e)(iii)a), Article II, of the Subdivision Ordinance (formerly Section 20(d)(iii)a)) is hereby amended to read as follows:

- a) If an applicant applies for a Preliminary Plat for less than the entire property shown in the Concept Plan, the Preliminary Plat for each phase may not be reviewed concurrently, must be submitted in the order shown on the approved Phasing Plan, and review of the Preliminary Plat for a particular phase must be completed and approved before a subsequent phase may be submitted for review. In addition, the Preliminary Plat applications must contain the property shown in each phase of the approved Phasing Plan.

SECTION 7. Amendment of Renumbered Section 20(g), Article II. Renumbered Section 20(g), Article II, of the Subdivision Ordinance (formerly Section 20(f)) is hereby amended to read as follows:

- (g) Application Forms. The Director of Planning shall prepare application forms which shall include a checklist of the required information and documents that are required to be submitted by applicants in order for an application to be accepted as complete for review and processing under this Ordinance. The Director of Planning shall update the application from time to time as required due to amendments to this Ordinance, state law, or applicable technical codes and manuals. The Commission shall review and approve the application forms and amendments prepared by the Director of Planning from time to time. The checklist and application forms shall be posted and maintained on the City's website within thirty (30) days of adoption or amendment.

SECTION 8. Addition of Subsections (l) and (m) to Article II, Section 20. Article II, Section 20 of the Subdivision Ordinance is hereby amended to add subsections (l) and (m) to read as follows:

- (l) Appeal of Disapproval by Director of Planning. An applicant may appeal the Director of Planning's disapproval of a Plat to the Municipal Reviewing Authority

by submitting a written appeal to the Director of Planning within fifteen (15) days of the date of the disapproval.

- (m) Responsibility. Notwithstanding the approval of any Plats by the Council, Commission, Director of Planning, or City Engineer, the developer and the engineer that prepares and submits such plats shall be and remain responsible for the adequacy of the design and nothing in this Ordinance shall be deemed or construed to relieve or waive the responsibility of the developer or his/her engineer for or with respect to any Plat submitted.

SECTION 9. Amendment of Article II, Section 20A(a). Article II, Section 20A(a) of the Subdivision Ordinance is hereby amended to read as follows:

- (a) The applicant may request an extension of the thirty (30) day approval deadlines set forth in this Ordinance by requesting an extension on the application form. The extension request will be considered by the Commission. Approval of an extension request will extend the deadline for approval of a Plan or Plat by thirty (30) days.

SECTION 10. Addition of Section 20C to Article II. Article II of the Subdivision Ordinance is hereby amended to add Section 20C entitled “Standard Review Procedure” to read as follows:

Section 20C. – Standard Review Procedure.

- (a) City staff shall review the plan for consistency with City codes, policies and plans.
- (b) The application shall be scheduled for consideration by the Municipal Reviewing Authority within thirty (30) days of the application Filing Date (or within the applicable extension period if an extension is granted), or within fifteen (15) days of the Resubmittal Date, as applicable. The application for Plats required to be approved by both the Commission and the Council shall be scheduled for consideration by the Council within thirty (30) days of the Commission's action on the application (or within the applicable extension period if an extension is granted), or within fifteen (15) days of Commission's action on a Resubmittal Application, as applicable.
- (c) City staff shall prepare a report analyzing the Plat submittal, as well as any comments received concerning the Plat, and recommending action on the Plat. If the recommended action is disapproval or conditional approval, the report shall include the reasons for disapproval or the conditions for approval, as applicable, and citations to the law or ordinance that is the basis for disapproval or the conditional approval.
- (d) If the applicant chooses to withdraw the Application, he/she may do so in writing. For applications that require Commission or Council approval, the request must be delivered by noon of the third working day preceding the applicable meeting. A withdrawn Plat may be resubmitted after repayment of the applicable fees and required public notification.

- (e) The Municipal Reviewing Authority shall take action on the application within thirty (30) days of the Filing Date or within the time authorized by an extension granted pursuant to Section 20A. The failure of the Municipal Reviewing Authority to act within thirty (30) days of the Filing Date (or within the time authorized by an extension granted pursuant to Section 20A) shall be deemed an approval of the Plat by the Municipal Reviewing Authority, except as otherwise agreed to by the applicant pursuant to Section 20A(b).
- (f) If Council approval is required for a Plat, the Council, within thirty (30) days of the date of action or required action on the Plat application by the Commission (or within the time authorized by an extension granted pursuant to Section 20A), shall take action on the Plat application. The failure of the Council to act within thirty (30) days of the date of Commission action or required action (or within the time authorized by an extension granted pursuant to Section 20A) shall be deemed an approval of the Plat by the Council, except as otherwise agreed to by the applicant pursuant to Section 20A(b).
- (g) The Municipal Reviewing Authority shall approve the Plat if it conforms with the requirements of this Code, the Comprehensive Plan, the Composite Zoning Ordinance, and the Texas Local Government Code and the applicant has obtained approval of a Phasing Plan, while taking into account access to and extension of the City water system, reuse water system (if applicable), wastewater system, and stormwater drainage facilities.
- (h) Disapproval or Conditional Approval.
 - (1) *Resubmittal Application.* After disapproval or conditional approval of a Plat, the applicant may submit a Resubmittal Application that addresses each condition of approval or remedies each reason for disapproval provided. The Resubmittal Application that has been accepted as complete shall be reviewed and processed in accordance with this Ordinance.
 - (2) *Action on Resubmittal Application.* The Municipal Reviewing Authority shall take action on the Resubmittal Application within fifteen (15) days of Resubmittal Date. The Council, if Council action is required, within fifteen (15) days of the date of the Commission's action or required action on the Resubmittal Application, shall take action on the Resubmittal Application. The failure of Municipal Reviewing Authority to act within fifteen (15) days of the Resubmittal Date, or the Council to act within fifteen (15) days of Commission action or required on the Resubmittal Application shall be deemed an approval of the Plat by the respective body, if the Resubmittal Application satisfies all conditions of a conditional approval or remedies all reasons for disapproval, except as otherwise requested by the applicant and approved by the Municipal Reviewing Authority pursuant to Section 20A(b).

SECTION 11. Amendment of Article II, Sections 21(d), (e), and (f). Article II, Sections 21(d), (e), and (f) of the Subdivision Ordinance are hereby amended to read as follows:

- (d) Procedure. A Concept Plan shall be submitted to the City for approval by the Municipal Reviewing Authority. If the Concept Plan is not eligible to be approved by the Director of Planning under Section 20(a), both the Commission and the Council must approve the Concept Plan.
 - (1) Legible prints, as indicated on the application form, shall be submitted to the City along with the completed application forms, payment of all applicable fees, all information required by the most recent application/checklist and any attendant documents needed to supplement the information provided on the plan.
- (e) Notification. Public notification for a Concept Plan shall not be required unless a variance to the ordinance requirements is proposed. .
- (f) Approval. The Municipal Reviewing Authority, after holding any public hearings in accordance with City ordinances and codes, shall take action on the Concept Plan.
 - (1) If applicable, zoning of the tract shall permit the uses proposed by the Concept Plan, or a zoning amendment necessary to permit the proposed uses shall be required prior to approval of the Concept Plan.
 - (2) Approval of a Concept Plan constitutes acceptance of the general development and arrangement of lots indicated on the plan; the classification and arrangement of streets indicated; the proposed phasing plan; and the nature of utility service proposed. Subsequent zoning approvals cannot be guaranteed.
 - (3) Concept Plan approval does not ensure approval of a Preliminary Plat failing to meet specific requirements of this Ordinance, and approval does not comprise any vesting of development rights or any assurance that permits of any kind will be issued.

SECTION 12. Repeal of Article II, Section 21(g); Renumbering of Subsequent Sections; Amendment of Renumbered Article II, Section 21(j). Article II, Section 21(g) of the Subdivision Ordinance is hereby repealed. The remaining subsections (h), (i), (j), and (k) are renumbered to (g), (h), (i), and (j). Renumbered Section 21(j), Article II (formerly Section 21(k)) is hereby amended to read as follows:

- (j) Revision. If a revision to a previously approved Concept Plan is required, all changes must be resubmitted to the Municipal Reviewing Authority for approval. All fees shall be repaid as if the Concept Plan was initially being submitted.

SECTION 13. Repeal of Article II, Section 22(c)(5)(vii). Article II, Section 22(c)(5)(vii) is hereby repealed.

SECTION 14. Amendment of Article II, Sections 22(d), (e), and (f). Article II, Sections 22(d), (e), and (f) of the Subdivision Ordinance are hereby amended to read as follows:

- (d) **Procedure.** A Preliminary Plat for any proposed subdivision of land, shall be submitted to the Municipal Reviewing Authority for action.
 - (1) Legible prints, as indicated on the application form, shall be submitted at least thirty (30) days prior to the regular meeting of the Commission at which the Preliminary Plat is to be heard, along with support documents identified above,

all information required by the most recent application/checklist and the following:

- (i) Completed and signed application forms and the payment of all applicable fees.
 - (ii) A summary letter stating briefly the type of street surfacing, drainage, water and wastewater facilities proposed, and declaring the intent to either dedicate parkland or pay fees-in-lieu of said dedication if such dedication or fees apply.
 - (iii) A petition requesting annexation, if applicable.
 - (iv) A letter requesting any variances from the provisions of this Ordinance.
 - (v) Any attendant documents needed to supplement the information provided on the Preliminary Plat.
- (2) For projects located within the City's extra-territorial jurisdiction, the applicant shall be responsible for any additional information required by the County for Preliminary Plat approval.
 - (3) For projects located within the Lake Travis watershed, the applicant shall coordinate reviews with the Lower Colorado River Authority (LCRA) for compliance with the Lake Travis and Upper Highland Lakes Non-point Source Pollution Control Ordinance. The applicant shall be responsible for any additional information required by the LCRA for the necessary approvals.
 - (4) City staff shall forward the Preliminary Plat to other jurisdictional agencies, including but not limited to, Williamson and/or Travis County (if in ETJ), LISD, CAMPO, Capital Metro, Fire Department and utility companies.
- (e) **Notification.** Public notification for a Preliminary Plat shall not be required unless a variance to the ordinance requirements is proposed.
 - (f) **Approval** A Preliminary Plat shall be submitted to the City for approval by the Municipal Reviewing Authority. If the Preliminary Plat is not eligible to be approved by the Director of Planning under Section 20(a), the Commission must approve the Preliminary Plat.
 - (1) Approval of the Preliminary Plat shall not constitute approval of the Final Plat, but shall constitute a vesting of the right to develop under City ordinances, codes and policies in effect on the date of the approval provided that neither the Preliminary Plat nor any subsequent plat or permit has been, or is allowed, to expire.
 - (2) The applicant should be aware that specific approvals from other agencies may be required.
 - (3) A Preliminary Plat shall not be approved if it is not in conformance with the Composite Zoning Ordinance.

SECTION 15. Repeal of Article II, Section 22(g); Renumbering of Subsequent Sections; Amendment of Newly Renumbered Article II, Section 22(j); Repeal of Renumbered Section 22(k), Article II. Article II, Section 22(g) of the Subdivision Ordinance is hereby repealed. The remaining subsections (h), (i), (j), (k), and (l) are renumbered to (g), (h), (i), (j), and (k). Renumbered Section 20(k), entitled "Responsibility", is hereby repealed. The first paragraph of newly renumbered Article II, Section 22(j) (formerly Section 21(k)) is hereby amended to read as follows, and the remaining subsections shall remain in effect:

- (j) **Revision.** If a revision to a previously approved Preliminary Plat is required, then no application for a Final Plat shall be accepted until the revised Preliminary Plat has been submitted and approved by the Municipal Reviewing Authority, unless the revision is determined to be a minor revision as provided herein. The application for revised Preliminary Plat approval shall be accompanied by a fee equal to the application fee for a Preliminary Plat, provided that an application that is determined to be a minor revision as provided herein shall be accompanied by the fee set forth in Section 22(j)(1). The approved Preliminary Plat shall be kept on file as public record in the offices of the City.

SECTION 16. Amendment of Article II, Sections 24(d), (e), and (f). Article II, Sections 24(d), (e), and (f) of the Subdivision Ordinance are hereby amended to read as follows:

- (d) **Procedure.** After approval of the Preliminary Plat and Construction Plans for a proposed subdivision, a Final Plat for that subdivision shall be submitted to the City for approval by the Municipal Reviewing Authority, and such approval shall be obtained, before recordation of the Plat.
- (1) A Final Plat may be submitted for review and approval simultaneously with Construction Plans only if the applicant elects to seek approval under the Alternative Review Procedure set forth in Section 20B(a) of the Subdivision Ordinance at the time of submittal, provided however that the Final Plat shall not be approved until the Construction Plans have been approved and all required improvements have been determined by the City Engineer to be complete or fiscal surety is posted for such improvements including any required park improvements. If the Final Plat and Construction Plans are to be reviewed simultaneously, a complete application for Final Plat and a complete application for Construction Plans must be submitted to the City simultaneously and the Alternative Review Procedure described in Section 20B(a) will govern review, processing, and approval of the applications.
- (2) Legible prints, as indicated on the application form, shall be submitted along with all information included on the most recent Final Plat application/checklist and the following pursuant to the Submittal Schedule:
- a) Completed application forms and the payment of all applicable fees.
 - b) Any materials or documents required by the Municipal Reviewing Authority as a condition of Preliminary Plat approval.
 - c) A letter requesting any variances from the provisions of this Ordinance, if not previously approved as part of the Preliminary Plat, and posted pursuant to the requirements this Ordinance.
 - d) The deed restrictions or covenants, if such documents are to be used. These shall be filed for record in conjunction with the filing of the Final Plat.
 - e) Certification from all applicable taxing authorities that all taxes due on the property have been paid.
 - f) Any attendant documents needed to supplement the information provided on the Final Plat.
- (3) For projects located within the City's extra-territorial jurisdiction, the applicant shall be responsible for any additional information required by the County for Final Plat approval.

- (4) For projects located within the Lake Travis watershed, the applicant shall coordinate reviews with the Lower Colorado River Authority (LCRA) for compliance with the Lake Travis and Upper Highland Lakes Non-point Source Pollution Control Ordinance. The applicant shall be responsible for any additional information required by the LCRA for the necessary approvals.
- (e) **Notification.** Public notification of a Final Plan, in compliance with this subsection, shall be required if a variance to the ordinance requirements is proposed or if the Final Plat is a replat of an existing plat without vacating the preceding plat for property that was limited by the following during the past five (5) years: interim or permanent zoning classification for a residential use of not more than two (2) residential units per lot; or limited by deed restrictions to residential use for not more than two (2) residential units per lot. Such public notification shall be made as follows:
- (1) The developer shall post signs along contiguous rights-of-way at each corner of the development and at intervals that do not exceed three hundred (300) feet between said corners. Signs must be in accordance with the City Standard Details and Specifications. Signs must be posted at least 15 days before the first public hearing, but shall not be posted more than 30 days in advance of the first public hearing.
 - (2) The City shall mail public notification letters, postmarked no fewer than fifteen (15) days prior to the appropriate Commission hearing, to the owners of all property, any part of which is located within two hundred (200) feet of the perimeter of the property included within the Final Plat. Such owners shall be determined by the most recent tax rolls from the County Appraisal District. .
- (f) **Approval.** A Final Plat shall be submitted to the City for approval by the Municipal Reviewing Authority. If the Final Plat is not eligible to be approved by the Director of Planning under Section 20(a), the Commission must approve the Final Plat.
- (1) A final plat shall not be approved if:
 - i. The tract is not in conformance with the Composite Zoning Ordinance or the Subdivision Ordinance.
 - ii. Fees in-lieu of parkland dedication as required by this Ordinance, if applicable, have not been paid.
 - iii. Written acceptance of all improvements required by this Ordinance by the City Engineer or, in lieu of acceptance, assurance of completion of said improvements pursuant to this Ordinance, has not been received by the City.
 - iv. Applicable fees required by this Ordinance have not been paid.
 - v. Notes describing any variances approved by the Commission have not been added to the plat.
 - vi. Two (2) copies of record drawings have not been submitted to and approved by the City Engineer, along with a statement prepared by a licensed professional engineer.
 - vii. Computer generated drawings of all public improvements shown on the Construction Plans, and all lot lines shown on the Final Plat, have not been submitted to the City Engineer to update City record drawings.
 - viii. Maintenance bonds meeting the requirements of this Ordinance have not been provided.

- ix. An affidavit of all bills paid and a release of liens have not been provided.
- x. Any and all other requirements required by this Ordinance or applicable law or identified in the Final Plat process have not been satisfied.

- (2) The developer should be aware that specific approvals from other agencies may be required.

SECTION 17. Repeal of Article II, Section 24(g); Renumbering of Subsequent Sections; Amendment of Renumbered Sections 24(h) and (i), Article II. Article II, Section 24(g) of the Subdivision Ordinance is hereby repealed. The remaining subsections (h), (i), (j), and (k) are renumbered to (g), (h), (i), and (j). Renumbered Sections 24(h) and (i), Article II, (formerly Sections 24(i) and (j)) are hereby amended to read as follows.

(h) Disapproval, Expiration and Extension.

- (1) In the event that an applicant requests city staff delay submitting a Final Plat to the Municipal Reviewing Authority in accordance with Section 20A(b), the applicant must present the Final Plat application to the Municipal Reviewing Authority within six (6) months of the date the delay is requested or the Final Plat application will expire. The Planning Department may grant one six (6) month extension if there are extenuating circumstances.
- (2) If the Municipal Reviewing Authority approves the plat with conditions, the application will not expire until six months from the date of such action by the Municipal Reviewing Authority. One additional six (6) month extension may be granted by the Municipal Reviewing Authority if the applicant can demonstrate substantial progress in compliance with conditions.
- (3) The approval of the final plat by the Municipal Reviewing Authority shall expire within one (1) year of the date of approval if the final plat is not recorded with the County.

(i) Recordation.

- (1) Prior to the recordation of the Final Plat:
 - (i) The Final Plat shall have been approved by the Municipal Reviewing Authority and signed by the appropriate City officials pursuant to the provisions of this Ordinance.
 - (ii) Copies of any agreements required providing for the proper and continuous operation, maintenance, and supervision of any facilities that are of common use or benefit which cannot be satisfactorily maintained, or which have been rejected for operation and/or maintenance, by an existing public agency shall be executed.
- (2) City staff shall, upon determination that all provisions of this Ordinance have been satisfied, and all the above conditions have been met, obtain signatures certifying Final Plat approval by the Municipal Reviewing Authority, as attested to by the Commission Secretary.
- (3) Once the original Final Plat has been certified by the Municipal Reviewing Authority, City staff shall notify the developer that the original, signed Final Plat is ready to be recorded.
- (4) The City shall make arrangements to have the Final Plat filed for recordation at the developer's expense in the Official County Records at the appropriate county offices.

- (5) If the land area represented by the subdivision is located outside the corporate limits of the City on the date of its filing for recordation with the Official County Records, then it must be approved by the Commissioners Court of the County prior to recordation unless an agreement between the City and County stipulates differently. It shall be the responsibility of the developer to be familiar with the process, procedures, and requirements necessary to secure County approval. Such approval shall be evidenced by the signature of the statement of certification by the County Judge.
- (6) After the Plat is filed for recordation, the City shall obtain official scanned copies of the recorded final plat. The City shall not issue final address Plats or permits for lots within the subdivision until the Final Plat has been recorded, the developer has paid the county recordation fee, and the scan of the recorded plat is received.

SECTION 18. Repeal of Renumbered Section 24(j), Article II. Renumbered Section 24(j), Article II (formerly Section 24(k)) is hereby repealed.

SECTION 19. Amendment of Article II, Sections 25(f) and (g). Article II, Sections 25(f) and (g) of the Subdivision Ordinance are hereby amended to read as follows:

- (f) Approval. The Director of Planning shall take action any Amended Plat meeting the requirements of this Ordinance within thirty (30) days the Filing Date (or within the time frame set forth in an extension under Section 20A). If the Amended Plat is disapproved, the City Staff shall notify the applicant, in writing by the thirtieth (30th) day following the Filing Date, of disapproval, state the reasons for disapproval, and cite to the law or ordinance that is the basis for disapproval. The failure of the Director of Planning to act within thirty (30) days of the Filing Date (or within the frame set forth in an approved extension), shall be deemed an approval of the Amended Plat, except as otherwise agreed to by the applicant pursuant to Section 20A(b). If in the City Staff's determination, the Amended Plat does not qualify to be revised as an Amended Plat under this Ordinance or state law, the Director of Planning shall disapprove the application in writing, state the specific reason for disapproval, cite to the law or ordinance that is the basis for disapproval, and may require the plat to be processed in accordance with the Final Plat procedures of this Ordinance. An Amended Plat shall not be approved if it is not in conformance with the Composite Zoning Ordinance.
- (g) Resubmittal.
 - (1) After disapproval or conditional approval of the Amended Plat, the applicant may submit a Resubmittal Application that addresses each conditional approval or remedies each reason for disapproval provided. The Resubmittal Application that has been accepted as complete shall be reviewed and processed in accordance with Section 20(g).
 - (2) The Director of Planning shall take action on the Resubmittal Application within fifteen (15) days of Resubmittal Date. The failure of the Director of Planning to act within fifteen (15) days of the Resubmittal Date shall be deemed an approval of the Amended Plat if the Resubmittal Application satisfies all conditions of a conditional approval or remedies all reasons for disapproval, except as otherwise

requested by the applicant and approved by the Municipal Reviewing Authority pursuant to Section 20A(b).

SECTION 20. Repeal of Article II, Sections 25(j) and 26(j). Article II, Sections 25(j) and 26(j) are hereby repealed.

SECTION 21. Amendment of Article V, Section 72(b). Article V, Sections 72(b) of the Subdivision Ordinance is hereby amended to read as follows:

(b) Notification. The notification procedures for variance requests shall be as follows:

- (1) The developer shall post signs along contiguous rights-of-way at each corner of the development and at intervals that do not exceed three hundred (300) feet between said corners. Signs must be in accordance with the City Standard Details and Specifications. Signs must be posted at least fifteen (15) days before the first public hearing, but shall not be posted more than thirty (30) days in advance of the first public hearing.
- (2) The City shall mail public notification letters, postmarked no fewer than fifteen (15) days prior to the public hearing, to the owners of all property, any part of which is located within two hundred (200) feet of the perimeter of the property included within the variance application.

SECTION 22. Updating Internal Section References. The following provisions of the Subdivision Ordinance are amended as follows for the purpose of updating internal section references:

- 1) The reference to “Art. II. Section 21(14)” in the definition of Exceptional Topographic Conditions shall be amended to “Art. II. Section 21(c)(14)”.
- 2) The reference to “Section 20(d)(iii)” in renumbered Section 20(h)(1) shall be amended to “Section 20(e)(iii).
- 3) The reference to “Section 20(h)” in renumbered Section 20(h)(1) shall be amended to “Section 20(i)”.
- 4) The reference to “Section 20(g)” in renumbered Section 20(i) shall be amended to “Section 20(h)”.
- 5) The reference to “Section 22(i)(1)” in renumbered Section 22(h)(2) and renumbered Section 22(i) shall be amended to “Section 22(h)(1)”.
- 6) The references to “Section 22(k)” in renumbered Section 22(j)(4) shall be amended to “Section 22(j)”.
- 7) The reference to “Section 7(c)” in Section 70 shall be amended to “Section 7(b)”.

SECTION 23. Conflicting Ordinances. Exhibit A, Chapter 1o Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

SECTION 24. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting subdivision within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued

violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 25. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter

SECTION 26. 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 27. 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 this the 6th day of June, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
6/6/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Ordinance Case OR-24-0019 to amend the Composite Zoning Ordinance to update definitions, add uses and create criteria for Vape Shops, Smoke Shops and Cosmetic Services, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-24-0019 as described above.

BACKGROUND:

The Composite Zoning Ordinance does not currently address vape shops or smoke shops as permitted uses. During the January 18, 2024 City Council Meeting, the Council requested a future agenda item to discuss vape shops.

A vape shop generally defined as a retail outlet that specializes in selling vaping products. Vaping means using a vaporizer or inhalant-type device, also known as an electronic cigarette, that contains a power source and heating element designed to heat a substance and inhaling the vapor of the device directly through the mouth, whether or not the vapor contains nicotine.

Staff has determined that there are at least four (4) vape shops in Leander. Attachment 1 includes the location of the existing vape shops and schools (public and private).

City Council held a workshop on March 7, 2024 to discuss vape shops. During the meeting the City Council requested additional information regarding the requirements of surrounding cities with regard to vape shops. Staff reviewed ordinances and contacted surrounding cities to request additional information (see Attachment 2). Staff found that the surrounding communities do not specifically restrict the sale of vape products. The restrictions are applied to uses such as the active use of vape or vape lounges.

Staff provided a follow up presentation on April 4, 2024 and confirmed that other surrounding communities do not have added regulations for the retail sale of vape products. The Council requested that staff provided definitions of vape shops, smoke shops, and lounges as well as provided a setback of one thousand (1,000') feet from public or private schools.

HISTORY/TIMELINE:

01/18/2024 - City Council Requested a Workshop
03/07/2024 - City Council Discussion
04/04/2024 - City Council Discussion
05/23/2023 - Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approval of the ordinance amendments. The Planning & Zoning Commission recommended approval during the May 23, 2024 meeting.

PRESENTER:

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

Attachments:

1. OR-24-0019 Att 1 Planning Analysis
2. OR-24-0019 Att 2 Vape Shop Analysis
3. OR-24-0019 Att 3 Findings
4. OR-24-0019 Att 4 Vape Shop Smoke Shop Cosmestic Services Ordinance



PLANNING ANALYSIS

ORDINANCE CASE OR-24-0019 COMPOSITE ZONING ORDINANCE VAPE SHOPS, SMOKE SHOPS & COSMETIC SERVICES

GENERAL INFORMATION

Owner/Agent:	City of Leander
Ordinance:	Composite Zoning Ordinance
Proposed Change:	Add definitions, add uses, and provide criteria for Vape Shops, Smoke Shops & Cosmetic Services
Staff Contact:	Robin M. Griffin, AICP Executive Director of Development Services

BACKGROUND

The Composite Zoning Ordinance does not currently address vape shops or smoke shops as permitted uses in the ordinance. During the January 18, 2024 City Council Meeting, the Council requested a future agenda item to discuss vape shops.

During the meeting staff identified five (5) vape shops in Leander. Attachment 2 includes the location of the existing vape shops, schools (public and private), and public parks.

City Council held a workshop on March 7, 2024 to discuss vape shops. During the meeting the City Council requested additional information regarding the requirements of surrounding cities with regard to vape shops. Staff reviewed ordinances and contacted surrounding cities to request additional information (see Attachment 3). Staff found that the surrounding communities do not specifically restrict the sale of vape products. The restrictions are applied to uses such as the active use of vape or vape lounges.

Staff provided a follow up presentation on April 2, 2024 and confirmed that other surrounding communities do not have added regulations for the retail sale of vape products. The Council requested that staff provided definitions of vape shops, smoke shops, and lounges as well as provided a setback of 1,000 feet from public or private schools.

HISTORY

01/18/2024 City Council Requested a Workshop
03/07/2024 City Council Discussion
04/04/2024 City Council Discussion

ORDINANCE PROPOSAL

This ordinance amendment includes adding the following definitions:

Lounge means any establishment or place of business in which patrons consume alcohol, smoke tobacco products, smoke hookah, or use vape products.

Measured from Property Line to Property Line means measuring the distance between the Smoke Shop or Vape Shop, as appropriate, and the public or private school in a direct line from the property line of

the public or private school to the property line of the Smoke Shop or Vape Shop, as appropriate, and in a direct line across intersections.

Smoke Shop means a retail outlet whose main purpose is selling tobacco products, as that term is defined by the Food and Drug Administration, and smoking equipment.

Vape Shop means a retail outlet whose main purpose is selling vaping products. Vaping means using a vaporizer or inhalant-type device, also known as an electronic cigarette, that contains a power source and heating element designed to heat a substance and inhaling the vapor of the device directly through the mouth, whether or not the vapor contains nicotine.

The following definition of Cosmetic Services is currently in the ordinance and staff is not proposing to update the language.

Cosmetic services means the retail services focused on matters of personal cosmetic health and beauty which are typically elective in nature, such as but not limited to hair and nail salons, spas, massage therapy, waxing, permanent makeup (meaning producing designs that resemble makeup such as eye lining and enhancing colors to the skin of the face, lips and eyelids), microblading, microdermabrasion, botox, chemical peels, facials, tanning, eyelash extensions, and eyebrow threading. This definition does not include tattoo or piercing shops.

The proposal includes making the following changes to the permitted uses:

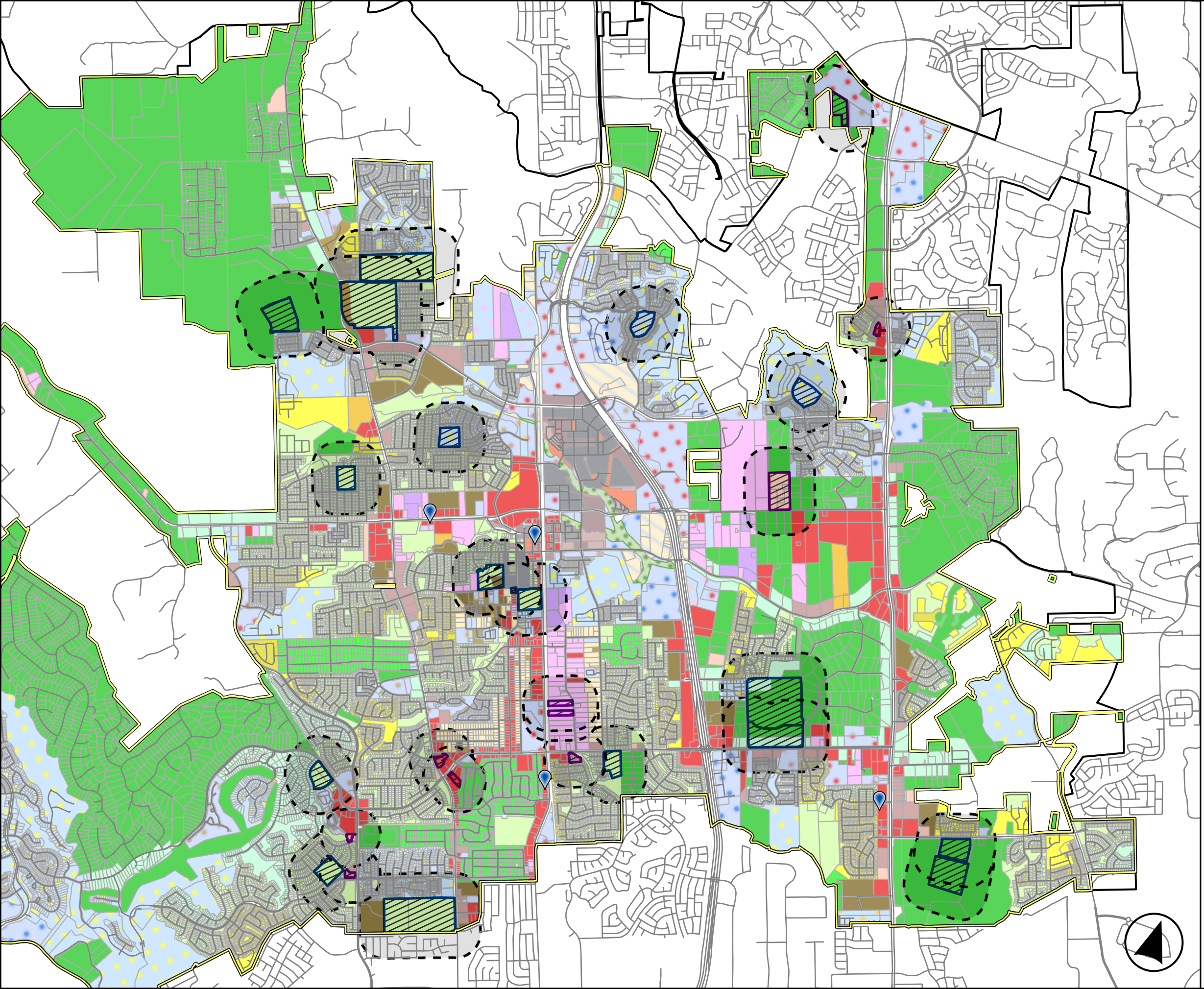
1. Add Vape Shops, Smoke Shops, and Cosmetic Services as uses permitted in the LC (Local Commercial) use component.
2. Add a condition that Vape Shops and Smoke Shops are not permitted within 1,000 feet of a public or private school. These uses were included in the LC use component since they are consistent with other retail sales uses.
3. Add Cosmetic Services to the LC use component since they are frequently associated with med spas.
4. Add Lounge use to the HC (Heavy Commercial) use component to be consistent with Hookah Lounges that are already included in the ordinance.

NON-CONFORMING USES

The City is required to send a notification to all businesses that currently in operation that are not compliant with the update to the ordinance. In this case, there are no vape shops or smoke shops currently located within 1,000 feet of a public or private school.

Vape Shop Analysis

Attachment 2
OR-24-0019



- Leander City Limits
- Leander ETJ
- Vape Shops (4)
- School Boundary
 - Private
 - Public
 - 1000' Buffer
- Current Zoning
 - RESIDENTIAL
 - SFR-Single-Family Rural
 - SFE-Single-Family Estate
 - SFS-Single-Family Suburban
 - SFU-Single-Family Urban
 - SFU/MH-Single-Family Urban / Manufactured Home
 - SFC-Single-Family Compact
 - SFL-Single-Family Limited
 - CH-Cottage Housing
 - SFT-Single-Family Townhouse
 - TF-Two Family
 - MF-Multi-Family
 - RETAIL/COMMERCIAL
 - LO-Local Office
 - LC-Local Commercial
 - GC-General Commercial
 - HC-Heavy Commercial
 - INDUSTRIAL
 - HI-Heavy Industrial
 - PUD LAND USE
 - PUD-Single-Family
 - PUD-Cottage Housing
 - PUD-Townhomes
 - PUD-Multi-Family
 - PUD-Mixed Use
 - PUD-Local Office
 - PUD-Local Commercial
 - PUD-General Commercial
 - PUD-Heavy Commercial
 - SECTORS
 - OS-Open Space
 - CD-Conventional Sector
 - S2-Station Sector
 - TRANSECTS
 - Civic Building
 - T4-General Urban
 - TS-Urban Center
 - T6-Urban Core
 - SD-Special District



0 0.25 0.5 1 Miles

City	Category - Sales Only	Zoning Districts	Category - On site consumption	Zoning Districts
City of Kyle	Retail (Tobacco Sales)	CBD-2 (Central Business District 2) RS (Retail and Services District) W (Warehouse District) C/M (Construction and Manufacturing District) NC (Neighborhood Commercial District) CC (Community Commercial District) MXD (Mixed use Development District)		
City of Round Rock	Retail Sales and Services	C-1 (General Commercial) C-1a (General Commercial - Limited) C-2 (Local Commercial) OF-2 (Mid-Rise Office) BP (Business Park) MU-1 (Mixed-Use Historic Commercial Core) MU-2 (Mixed-Use Downtown Medium Density) MU-L (Mixed Use Limited) MU-R (Mixed-Use Redevelopment and Small Lot) MU-G (Mixed-Use Greenfield and Large Lot)		
City of Cedar Park	Retail	NB (Neighborhood Business) LB (Local Business) GB (General Business) HC (Heavy Commercial) MU (Mixed Use) PA (Planning Area) EC (Entertainment Center)		
City of Pflugerville	Retail Sales and Services	Office (O) Neighborhood Services (NS) Retail (R) General Business 1 (GB1) General Business 2 (GB2) Campus industrial (CI)	Lounge	General Business 1 (GB1) General Business 2 (GB2)
City of Georgetown	Personal Services, Restricted	C1 (Local Commercial (S)) C3 (General Commercial (P)) (MUDT Mixed Use Downtown(S))		
City of Hutto	Retail	B-1 (commercial: local/neighborhood) B-2 (commercial: general) T-4 (General urban) T-5 (Urban Center) OT-4T (Transition) OT-5H (Historic) OT-5C (Co-op) SD-A (Arterial)		

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING SECTIONS OF ARTICLE 14.02, THE COMPOSITE ZONING ORDINANCE TO AMEND THE COMPOSITE ZONING ORDINANCE TO CREATE DEFINITIONS FOR LOUNGES, SMOKE SHOPS, AND VAPE SHOPS; TO PROHIBIT SMOKE SHOPS AND VAPE SHOPS FROM BEING LOCATED WITHIN 1,000 FEET OF PUBLIC OR PRIVATE SCHOOL; TO ADD COSMETIC SERVICES AS A PERMITTED USE IN THE LC, GC, HC, AND HI ZONING DISTRICTS; TO ADD LOUNGES AS A PERMITTED USE IN HC AND HI ZONING DISTRICTS; ; AND PROVIDE FOR RELATED MATTERS; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the Planning & Zoning Commission held a public hearing on the proposed amendments to Section 14.02.001, Article 14.02, Chapter 14, Leander Code of Ordinances (the “Composite Zoning Ordinance”), and forwarded its recommendation on the amendments to the City Council; and

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;

WHEREAS, the Texas Health and Human Services reports that more 5,700 teens start vaping each day; 40 percent of kids have vaped at least once five million middle and high school students vaped last year; and about one-fourth of high school students have vaped in the past 30 days;

WHEREAS, the Centers for Disease Control reports that most e-cigarettes contain nicotine; that nicotine is highly addictive; that using nicotine in adolescence can harm the parts of the brain that control attention, learning, mood, and impulse control; and that e-cigarettes can contain other harmful substances besides nicotine;

WHEREAS, scientific evidence suggests that tobacco retailer proximity and density may contribute to environments that facilitate youth tobacco use both where youth live and where they go to school, thereby potentially contributing to health disparities ([Berg, 2018](#); [McCarthy et al., 2009](#); [Mennis & Mason, 2016](#));

WHEREAS, City staff has determined that cosmetic services are a comparable use to other Local Commercial uses; and

WHEREAS, the City Council hereby finds and determines that the regulations adopted herein are reasonable and necessary for the protection of the public, health, safety, and welfare;

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

SECTION 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and quality of life.

SECTION 2. Amendment of Article I, Section 6. Article I, Section 6 of the Composite Zoning Ordinance is hereby amended to add the following definitions:

Lounge means any establishment or place of business in which patrons consume alcohol, smoke tobacco products, smoke hookah, or use vape products.

Measured from Property Line to Property Line means measuring the distance between the Smoke Shop or Vape Shop, as appropriate, and the public or private school in a direct line from the property line of the public or private school to the property line of the Smoke Shop or Vape Shop, as appropriate, and in a direct line across intersections.

Smoke Shop means a retail outlet whose main purpose is selling tobacco products, as that term is defined by the Food and Drug Administration, and smoking equipment.

Vape Shop means a retail outlet whose main purpose is selling vaping products. Vaping means using a vaporizer or inhalant-type device, also known as an electronic cigarette, that contains a power source and heating element designed to heat a substance and inhaling the vapor of the device directly through the mouth, whether or not the vapor contains nicotine.

SECTION 3. Amendment of Article III, Section 15. Article III, Section 15(b) of the Composite Zoning Ordinance is hereby amended to add Cosmetic Services, Smoke Shop, and Vape Shop to the list of permitted uses, which shall be inserted into the list to appear in alphabetical order and the list shall be renumbered accordingly. The Smoke Shop and Vape Shop uses shall be subject to minimum distance requirements as follows:

- (12) Smoke Shop, provided that Smoke Shops shall be located a minimum of 1,000 feet from a public or private school measured from property line to property line
- (13) Vape Shop, provided that Vape Shops shall be located a minimum of 1,000 feet from a public or private school measured from property line to property line

SECTION 4. Amendment of Article III, Section 17. Article III, Section 17(b) of the Composite Zoning Ordinance is hereby amended to add Lounge to the list of permitted uses, which

shall be inserted into the list to appear in alphabetical order and the list shall be renumbered accordingly.

SECTION 5. Amendment of Article III, Section 20. Article III, Section 20 of the Composite Zoning Ordinance is hereby amended to add Cosmetic Services, Smoke Shops, and Vape Shops to the list of permitted uses in the LC, GC, HC, and HI Use Components, which shall be inserted into the Use Matrix table to appear in alphabetical order. Article III, Section 20 of the Composite Zoning Ordinance is hereby further amended to add Lounge to the list of permitted uses in the HC, and HI Use Components, which shall be inserted into the Use Matrix table to appear in alphabetical order. The Planning Director shall cause the Use Matrix Chart to be updated accordingly.

SECTION 6. Conflicting Ordinances. Exhibit " A", Chapter 14, Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

SECTION 7. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 8. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter

SECTION 9. 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 11. 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 6th day of June, 2024.

FINALLY PASSED AND APPROVED on this the 20th day of June, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor